

INTEGRITY PACT

Concerning the tender for

.....
between the Italian Trade Agency for the promotion and internationalisation of Italian businesses abroad
and the Company

(hereinafter referred to as the "Company"),

with registered offices at the address

tax code/VAT No....., represented by

in the capacity of

This Pact, duly signed, is produced, under penalty of exclusion, together with the documents for participating in the procedure in question and constitutes an integral part of the contract that will be signed at the conclusion of this procedure.

1. This Integrity Pact establishes the mutual and formal obligations of the Italian Trade Agency (hereinafter "ITA") for the promotion and internationalisation of Italian Businesses as party of the first part and participants in the award procedure in question as party/parties of the second part. Under these obligations, they must conduct their activities in compliance with the principles of integrity, transparency and fairness. They must not offer, accept or requests sum of money or any other reward, advantage or benefit, whether directly or indirectly through intermediaries, for the purposes of the award of the contract and/or for the purposes of distorting the proper performance of it.

2. The undersigned Company undertakes to comply with and to ensure the compliance of its own working colleagues of all kinds, with regard to the role and activities carried out, the obligations of conduct provided by Presidential Decree no. 62 on 16 April 2013 which issued the "Regulation on the Code of Conduct of Civil Servants" and provided by the resolution of the Board of Directors no. 619/23 dated 27 January 2023, by which the current Code of Conduct of ITA Employees was adopted. To this end, the Company is aware and accepts that, for the purposes of full and comprehensive knowledge of the aforementioned Codes of Conduct, the ITA has fulfilled its reporting obligations pursuant to Article 17 of Presidential Decree 62/2013, and has ensured that these obligations are accessible by publishing them on its website www.ice.it at the section "Transparent Administration" - "General Provisions" - "Acts of general application".

. The Company undertakes to send a copy of the Codes of Conduct to its employees of all kinds, and to provide proof that this communication did indeed take place. Breach of the obligations set out in Presidential Decree 62/2013 and Ministerial Decree of 17 March 2015 constitutes grounds for terminating the awarded contract, according to the regulations of this act.

3. The undersigned Company undertakes to report to the Contracting Authority any attempts at disruption, irregularities or distortion during the phases of the award procedure, by any interested party or employee or anyone in a position to influence the decisions concerning the procedure in question.

4. If awarded the contract, the undersigned Company undertakes to report to the ITA promptly of any illegal request for money, services, benefits or offers of protection, that are offered to a representative, agent or employee during the performance of the contract. Furthermore, the Company acknowledges that a similar obligation must be taken on by any other person who is involved, in any capacity, in the performance of the contract. The company acknowledges that such an obligation does not substitute its obligation to report to the Judicial Authority that pressure of extortion or any other form of unlawful interference was exerted. The undersigned Company is aware that if it does not notify of any attempts of criminal vexation, the contract will be automatically terminated.

5. Upon the request of the ITA, the undersigned Company undertakes to disclose all payments carried out and concerning the contract that are made to it following the award procedure.

6. The undersigned Company agrees that in the event that the Administration ascertains any failure to comply with the anti-corruption commitments undertaken in this Integrity Pact, the following sanctions will be applied, depending on the stage when the compliance failures are established, subject to the liabilities provided by Law:

- Exclusion of the competitor from the award proceedings
- Termination of the contract
- Enforcement of the validity deposit for the offer
- Enforcement of the final deposit for satisfactory performance of the contract
- Exclusion of the competitor from the award procedures announced by the ITA for the next three years.

This Integrity Pact and the corresponding penalties will remain in force until the contract awarded following the award procedure is fully executed.

Any incidences of corruption or other types of offences, subject to each case, as provided by Articles 331 et seq. of the Code of Criminal Procedure, should be reported to the Individual Responsible for the Proceedings and to the Individual Responsible for the Prevention of Corruption at the ITA.

Any dispute regarding the interpretation and execution of this Integrity Pact between the contracting authority and the competitors and amongst the individual competitors themselves shall be resolved by the competent Judicial Authority.

Place and date.....

For the company:

(The Legal Representative)

(legible signature)

This Pact is signed at the bottom of each page, by the legal representative of the participating company, or, in the case of consortia or temporary groups of companies, by their representative. A photocopy of the subject's valid identity document should be attached to this Pact.