

## MANDATE INSTRUCTING DEBT COLLECTION IN ITALY

### CREDITOR

I, the undersigned \_\_\_\_\_  
born in \_\_\_\_\_ on \_\_\_\_\_ Fiscal code \_\_\_\_\_  
VAT number (In the case of an individual company) \_\_\_\_\_  
Resident in \_\_\_\_\_ City \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
ID Type \_\_\_\_\_ n° \_\_\_\_\_ Authority \_\_\_\_\_ Date of Issue \_\_\_\_\_

### DECLARE

pursuant to art. 46 of the D.P.R. 28/12/2000 nr. 445, and of art. 22 of Legislative Decree No. 231/2007 (amended by Legislative Decree No. 90/2017), and subsequent amendments and additions, with reference to Article 19 of the aforementioned Legislative Decree, under its own responsibility, and aware of the penalties provided for the case of a false declaration, as established by art. 46 of the D.P.R. 12/28/2000 No. 445, referred to art. 48 of the same D.P.R. 445/2000 (attach a copy of the identity document, valid at the time of identification, of the declarant)

To be ☐ not to be ☐ **Person Exposed Politically** (see definition page 3)

### TO OPERATE AS

its own behalf ☐ chief executive ☐ legal representative ☐ other ☐ \_\_\_\_\_

### IN THE NAME AND ON BEHALF

Company name \_\_\_\_\_ Legal form \_\_\_\_\_  
Address \_\_\_\_\_  
VAT number \_\_\_\_\_ Fiscal code \_\_\_\_\_  
Tel \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
PEC \_\_\_\_\_

### THE FOLLOWERS PERSON ARE "BENEFICIAL OWNER"

(see definition page 3)

#### 1)

Surname \_\_\_\_\_  
First name \_\_\_\_\_  
Address \_\_\_\_\_  
Fiscal code \_\_\_\_\_  
ID Type \_\_\_\_\_ n° \_\_\_\_\_  
Authority \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
Person Politically Exposed YES NO

#### 2)

Surname \_\_\_\_\_  
First name \_\_\_\_\_  
Address \_\_\_\_\_  
Fiscal code \_\_\_\_\_  
ID Type \_\_\_\_\_ n° \_\_\_\_\_  
Authority \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
Person Politically Exposed YES NO

#### 3)

Surname \_\_\_\_\_  
First name \_\_\_\_\_  
Address \_\_\_\_\_  
Fiscal code \_\_\_\_\_  
ID Type \_\_\_\_\_ n° \_\_\_\_\_  
Authority \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
Person Politically Exposed YES NO

#### 4)

Surname \_\_\_\_\_  
First name \_\_\_\_\_  
Address \_\_\_\_\_  
Fiscal code \_\_\_\_\_  
ID Type \_\_\_\_\_ n° \_\_\_\_\_  
Authority \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
Person Politically Exposed YES NO

in case of further beneficial owners see the reverse side and in this capacity **assigns task** to the company COMAS SRL to carry out its own through the recovery of the sums indicated below, for which it declares itself a legitimate creditor towards the subject indicated below. Pursuant to Article 28 of EU Regulation 679/2016, it appoints COMAS SRL to be responsible for processing the personal data supplied.

## DEBTOR

Company name \_\_\_\_\_  
Legal representative \_\_\_\_\_  
Born in \_\_\_\_\_ on \_\_\_\_\_  
VAT number (In the case of an individual company) \_\_\_\_\_  
Address \_\_\_\_\_  
Fiscal code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
Note \_\_\_\_\_

**TOTAL DEBT DUE** (net of interest & other additional charges) € \_\_\_\_\_

Pursuant to Article 6 of Legislative Decree No. 231 of 9 October 2002, the creditor authorizes the company Comas Srl to request compensation for the recovery costs from the aforementioned debtor. The request is formulated only in the cases provided for by Legislative Decree 231/2002.

## DOCUMENTS SUPPLIED IN COPY (proving the debt)

Invoices copy (if more than 5 invoices, please attach the bank statement)

Other documents

The information material supplied will be kept no more than 180 days from the date of communication of file closing

## PRICE OF THE SERVICE

- **€ 95,00** for case activation, irrespective of result – payable in advance;
  - Commission 16% calculated on amounts recovered. (Minimum sum payable € 95,00);
- Payable by:** Bank transfer to COMAS SRL - IBAN: IT12 U030 6914 1251 0000 0001 237 - BIC SWIT: BCITITMM

## GENERAL CONDITIONS OF SALE

1. The costs of the service refer exclusively to extra-judicial credit recovery attempts by COMAS srl.
2. In the event of non-recovery of the debt, COMAS srl will issue a final report indicating the reasons why the debt is irrecoverable.
3. Judicial debt recovery (through the courts) will only be initiated with the Creditor's express consent. In this case, the Creditor will be liable for all costs relative to proceedings, which costs will have been intimated in advance by COMAS srl as well as the above-mentioned payment of commission, which are exigible in the case of successful recovery.
4. Should the Creditor accept returned goods as part/total payment of the outstanding debt, the Creditor undertakes nevertheless to honour the commission payment agreed to COMAS srl (commission percentage based on total debt due).
5. Payments of commission to COMAS srl must be recognised, even where the Debtor effects payment directly to the Creditor and where the payment is effected by means of cash, issuing of bills, cheques or returned goods. The Creditor, also by way of derogation from article 1713 of the Civil Code, authorizes Comas Srl to directly withhold, to cover the amounts due to it, by way of compensation, the amounts recovered, even if related to different recovery operations and / or to different relationships that may be between the parties.
6. COMAS cannot accept "full and final" offers to settle outstanding sums which are less than the debt due where this has not been previously authorised by the Creditor, nor can COMAS grant instalment payments which exceed 60 days from the date of case activation. Bills of exchange are not acceptable unless this has been previously authorised by the Creditor.
7. The creditor authorizes Comas to the treatment of its personal data in accordance with the EU General Data Protection Regulation, declaring to have read the information about the data treatment in accordance with the EU General Data Protection Regulation directly from the website [www.infocomas.com/privacy.asp](http://www.infocomas.com/privacy.asp).
8. The creditor declares to have fulfilled its obligations in accordance with the EU General Data Protection Regulation about the legitimacy of the personal data treatment of the above mentioned debtor, including the prior activity of information and the possible consent acquisition, indemnifying and holding harmless COMAS against any possible claim put forward by the mentioned subject.
9. For all controversies arising from the present Contract, the forum of Arezzo shall have exclusive jurisdiction.
10. The Creditor declares to be aware of the adoption by Comas s.r.l. a Code of Ethics and an Organization and Management Model and Control (M.O.G.) pursuant to Legislative Decree 231/2001 and to have read it. The Code of Ethics and the Organizational Model. Management and Control are periodically updated according to the needs of Comas S.r.l. and/or in relation to legislative changes and remain accessible and available of the Customer on the website [www.infocomas.it](http://www.infocomas.it). The Creditor undertakes, also for his own auxiliaries and/or collaborators pursuant to Article 1381 of the Italian Civil Code, to comply with the Ethics and the Organization, Management and Control Model of Comas s.r.l., to report without delay to the Comas Supervisory Body any conduct or situations in contrast with the provisions of the aforementioned Code of Ethics and Corporate Organization and Management Model as well to provide reasonable cooperation, where required, to the Supervisory Body of Comas s.r.l.
11. Appointment of Data Processor under article 28 of the GDPR (EU Regulation 679/2016). Under the GDPR, the Client, acting as the Data Controller, hereby appoints Comas s.r.l., which accepts, as Data Processor of the Personal Data collected by the Company while providing required services, outside the scope of collecting public data and/or data already in the public domain. The Client hereby declares and guarantees that all data transmitted and received by the Company for the purposes of providing the services, are legally collected and processed strictly in accordance with the provisions of the GDPR and any other relevant laws or regulations applicable from time to time to personal data processing. The Client hereby authorises the Company to rely, if necessary, on one or more subcontractors for the purposes of providing required services, and such appointment or appointments shall be made in full compliance with the provisions of this article. The Data Processor may rely on Subprocessors, who shall comply with the obligations of the Data Processor, as set out in this Appointment Agreement and except where appropriate steps are taken to ensure legitimacy and legality of any personal data transfer to subjects outside the EU, such obligations shall be fulfilled within the European Economic Area. The appointment of the Data Processor shall become effective upon signing the relevant Appointment Agreement, and shall become legally binding for the parties upon entering such agreement and/or providing the required services and/or on the date of cessation of such data processing, if such date is subsequent to the agreement expiry or termination date. The fee due to the Data Processor for the performance of this Appointment Agreement is included in the fee agreed by the parties for the performance of the general agreement.
- 11.1 Obligations of the Data Processor. Except as otherwise provided for by applicable laws and regulations, the Company, acting as an Appointed Data Processor, undertakes to process the Personal Data submitted by the Client exclusively for the purpose of performing the Agreement and for any other purposes subsequently set out by the Data Controller in full compliance with the provisions of the GDPR. The Company hereby undertakes to:
  - a) process the Personal Data in full compliance with the instructions provided by the Data Controller or with any subsequent instructions the Data Controller may provide from time to time to increase the efficiency of the activity, provided that any such subsequent instructions shall be notified to the Data Processor in writing, via certified email.
  - b) appoint the Personal Data Operators by written appointment, and such written appointments shall contain the instructions and the methods to be used for the proper fulfilment of the processing duties;
  - c) implement adequate technical and organizational measures to ensure an appropriate level of security as required by the GDPR and the Data Protection Authority, including but not limited to the following: resilience of data processing systems and services; pseudonymization and anonymization of Personal Data; ability to promptly resume access to the Personal Data after a technical incident; adopt testing and efficiency assessment procedures of any implemented technical and organizational measures, for the purpose of guaranteeing the security of the processing;
  - d) Assist the Data Controller with adequate technical and organizational measures in the fulfilment of the obligations connected with the exercising of any lawful rights by the Data Subjects, undertaking to notify the Data Controller of any event that may be considered a Personal Data Breach, as set out in applicable laws and regulations, and inform the Data Controller of any foreseeable or unforeseeable event and/or circumstance, that may seriously put at risk the fundamental rights and freedoms of the Data Subjects affected by the data processing activities;
  - e) Data erasure: the termination or expiry of the Agreement shall cause the erasure and/or anonymization of the relevant data, except as otherwise required by the law with respect to data storage. Such storage shall take place in dedicated archives that shall only be accessed by authorized personnel, exclusively for the purpose of safeguarding the rights and interests of the Company;
  - f) keep and update a Data Processing Register containing any and all data processing information.
  - g) make available to the Data Controller all the data required to prove full compliance with the obligations set out in this article, as well as assist the Data Controller in the activities set out in articles 35 and 36 of the GDPR;
  - h) provide any required assistance in complying with any requests of the Data Protection Authority and/or other relevant authorities concerning any procedures and/or inspections the Data Controller may be subject to.

## PERSON EXPOSED POLITICALLY

The Legislative Decree n.231 / 2007 (modified by Legislative Decree n.90 / 2017) states that politically exposed person means:

A) natural person who is or who has been entrusted with prominent public functions and includes the following:

- heads of State, heads of government, ministers and deputy or assistant ministers;
- members of parliament or of similar legislative bodies;
- members of the governing bodies of political parties;
- members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances;
- members of courts of auditors or of the boards of central banks;
- ambassadors, chargés d'affaires and high-ranking officers in the armed force
- members of the administrative, management or supervisory bodies of State-owned enterprises;
- directors, deputy directors and members of the board or equivalent function of an international organisation.

No public function referred to in points (a) to (h) shall be understood as covering middle-ranking or more junior official

B) 'family members' includes the following:

- the spouse, or a person considered to be equivalent to a spouse, of a politically exposed person;
- the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person;
- the parents of a politically exposed person;

C) 'persons known to be close associates' means:

- natural persons who are known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a politically exposed person;
- natural persons who have sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

## BENEFICIAL OWNER

The Legislative Decree n.231 / 2007 (modified by Legislative Decree n.90 / 2017)

defines the "beneficial owner" means any natural person(s) who ultimately owns or controls the customer and/or the natural person(s) on whose behalf a transaction or activity is being conducted and includes at least:

(a) in the case of corporate entities:

(i) the natural person(s) who ultimately owns or controls a legal entity through direct or indirect ownership of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, or through control via other means, other than a company listed on a regulated market that is subject to disclosure requirements consistent with Union law or subject to equivalent international standards which ensure adequate transparency of ownership information.

A shareholding of 25 % plus one share or an ownership interest of more than 25 % in the customer held by a natural person shall be an indication of direct ownership. A shareholding of 25 % plus one share or an ownership interest of more than 25 % in the customer held by a corporate entity, which is under the control of a natural person(s), or by multiple corporate entities, which are under the control of the same natural person(s), shall be an indication of indirect ownership. This applies without prejudice to the right of Member States to decide that a lower percentage may be an indication of ownership or control. Control through other means may be determined, inter alia, in accordance with the criteria in Article 22(1) to (5) of Directive 2013/34/EU of the European Parliament and of the Council;

(ii) if, after having exhausted all possible means and provided there are no grounds for suspicion, no person under point (i) is identified, or if there is any doubt that the person(s) identified are the beneficial owner(s), the natural person(s) who hold the position of senior managing official(s) the obliged entities shall keep records of the actions taken in order to identify the beneficial ownership under point (i) and this point

(i) the settlor;

(ii) the trustee(s);

(iii) the protector, if any;

(iv) the beneficiaries, or where the individuals benefiting from the legal arrangement or entity have yet to be determined, the class of persons in whose main interest the legal arrangement or entity is set up or operates;

(v) any other natural person exercising ultimate control over the trust by means of direct or indirect ownership or by other means;

## IN THE CASE OF FURTHER BENEFICIAL OWNERS COMPLETE HERE

**5)**

Surname \_\_\_\_\_

First name \_\_\_\_\_

Address \_\_\_\_\_

Fiscal code \_\_\_\_\_

ID Type \_\_\_\_\_ n° \_\_\_\_\_

Authority \_\_\_\_\_

Date of Issue \_\_\_\_\_

Person Politically Exposed YES NO

**6)**

Surname \_\_\_\_\_

First name \_\_\_\_\_

Address \_\_\_\_\_

Fiscal code \_\_\_\_\_

ID Type \_\_\_\_\_ n° \_\_\_\_\_

Authority \_\_\_\_\_

Date of Issue \_\_\_\_\_

Person Politically Exposed YES NO

**7)**

Surname \_\_\_\_\_

First name \_\_\_\_\_

Address \_\_\_\_\_

Fiscal code \_\_\_\_\_

ID Type \_\_\_\_\_ n° \_\_\_\_\_

Authority \_\_\_\_\_

Date of Issue \_\_\_\_\_

Person Politically Exposed YES NO

**8)**

Surname \_\_\_\_\_

First name \_\_\_\_\_

Address \_\_\_\_\_

Fiscal code \_\_\_\_\_

ID Type \_\_\_\_\_ n° \_\_\_\_\_

Authority \_\_\_\_\_

Date of Issue \_\_\_\_\_

Person Politically Exposed YES NO

.....  
Date

.....  
Stamp & signature (Comas Srl)

.....  
Stamp & signature (creditor)