

# Sovos IPT Managed Services

This Data Sheet describes the IPT Managed Services to be provided by Sovos Compliance Limited and its Affiliates ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet. Through IPT Managed Services, Sovos' managed services team provides preparation, and submission of declarations on behalf of customers to the Customer or relevant tax authority in a Territory supported by Sovos. The compliance and reporting services applicable to this Data Sheet are as follows:

- **Sovos IPT Managed Services - Periodic Reporting [TERRITORY]:** A managed service providing for the filing and payment of IPT and other parafiscal charges in the EMEA region, including fiscal representation/fiscal agent services. A list of available Territories is available to Customer upon request.
- **Sovos IPT Managed Services - Branch - Periodic Reporting [TERRITORY]:** A managed service providing for the filing and payment of IPT and other parafiscal charges for branches, including fiscal representation/fiscal agent services. Applies to branches of existing Customer entities. A list of available Territories is available to Customer upon request.
- **Sovos IPT Managed Services - Periodic Reporting - Captive [TERRITORY]:** A managed service providing for the filing and payment of IPT and other parafiscal charges, including fiscal representation/fiscal agent services. Used for the captive insurance industry where there is one policy per year. A list of available Territories is available to Customer upon request.
- **Sovos IPT Managed Services - Multiple Data Sources [TERRITORY]:** A managed service providing for additional compliance services relating to multiple data sources for the purposes of IPT filing in the EMEA region. A list of available Territories is available to Customer upon request.
- **Sovos IPT Managed Services - MGA [TERRITORY]:** A managed service providing for additional compliance services relating to collating data from MGAs (Managing General Agent) for the purposes of IPT filing in the EMEA region. A list of available Territories is available to Customer upon request.
- **Sovos IPT Managed Services - Claims Report - Italy:** A managed service providing for filing of a claims report in Italy.
- **Sovos IPT Managed Services - Contract & Premium Report - Italy:** A managed service providing for filing of a contract and premium report in Italy.
- **Sovos IPT Managed Services - SID Registration - Italy:** A managed service providing for System of transmission of Data ("SID") registration in Italy.
- **Sovos IPT Managed Services - PEC Registration - Italy:** A managed service providing for Posta Elettronica Certificata ("PEC") registration or renewal in Italy.
- **Sovos IPT Managed Services - Compliance Retainer:** The retainer is a subscription service containing a block of compliance hours at a discounted price from which the time incurred in any additional services will be drawn down from the balance. The helpline hours standard term is 12 months and will be renewed at the end of the term for another 12 months. Unused hours are not refundable and cannot be carried over to future terms.
- **Sovos IPT Managed Services - Consulting Retainer:** The retainer is a subscription service containing a block of consulting hours at a discounted price from which the time incurred in any additional services will be drawn down from the balance. The helpline hours standard term is 12 months and will be renewed at the end of the term for another 12 months. Unused hours are not refundable and cannot be carried over to future terms.
- **Sovos IPT Managed Services - Payment - Tier 1:** A managed service to facilitate the provision of payment of IPT and parafiscal taxes by a duly licensed third party payment services provider ("Third-Party PSP").
- **Sovos IPT Managed Services - Payment - Tier 2:** A managed service to facilitate the provision of payment of IPT and parafiscal taxes (Italy, Portugal, Spain) by a duly licensed third party payment services provider ("Third-Party PSP").

## 1 DEFINITIONS.

**1.1 "IPT Bank Account"** means a bank account held by a Third-Party PSP and operated by Sovos on behalf of Customer, for the purposes of securing, receiving and/or paying IPT Due on the account of Customer to IPT Authority.

## 2 IPT MANAGED SERVICES PAYMENT.

**2.1** Where a Third-Party PSP is engaged by Sovos to collect and remit IPT Due by Customer to an IPT Authority, the following terms will apply:

**2.1.1** IPT Managed Services Payment will be provided in accordance with applicable laws by a Third-Party PSP.

**2.1.2** Customer agrees to pay, release and relinquish amounts of IPT Due to Third Party PSP in accordance with instructions received from Sovos. Such IPT collected by Third-Party PSP may be deducted from amounts that Third-Party PSP holds on behalf of Customer in the IPT Bank Account.

**2.1.3** Customer acknowledges that Sovos will have the sole power and authority to issue instructions to the Third-Party PSP for collection and remittance of such IPT Due to the IPT Authority.

**2.1.4** Customer further agrees to adhere and be subject to the following processes and requirements:

**2.1.4.1** Customer will receive instructions from Sovos related to Customer's IPT Due and the date by which the funds must be transferred into the IPT Bank Account;

**2.1.4.2** Except where the Third-Party PSP is able to deduct sufficient amounts held in the IPT Bank Account on behalf of Customer, Customer will timely fund the amount of IPT Due by way of a credit transfer into the IPT Bank Account, on or before the due date determined by Sovos in the Timetable;

**2.1.4.3** Subject to the payment requirements and upon instructions issued by Sovos, Third-Party PSP will process the IPT Due either by transferring the IPT Due to the bank account of the IPT Authority or by arranging for the direct debit of this amount by the IPT Authority, such direct debit being processed by Third-Party PSP and confirmed to Sovos when it is completed.

**2.1.4.4** Sovos will confirm to Customer that the IPT Due has been paid to IPT Authority, if and when completed, in accordance with and subject to the terms of this Data Sheet and the Governing Agreement.

**2.1.5** Sovos will only facilitate the payment of IPT Due on behalf of Customer if Customer submits the required funds to the IPT Bank account by the dates provided in the Timetable. If Customer does not make payment in accordance with the Timetable, Sovos accepts no responsibilities for any penalties and/or interest that may arise from the failure to pay the IPT Due by the IPT Due Date.

**2.1.6** Customer is solely liable and legally responsible for timely and correct remittance of any IPT Due to the IPT Authority, and for any penalties and interest incurred in relation to any late payment or otherwise. Sovos shall not be responsible for Customer's failure to make a payment of IPT on time where such failure results from any failure by Customer to comply with its obligations under this Datasheet or the Governing Agreement.

**2.1.7** If Customer fails under these Terms to pay IPT Due to Third Party PSP in whole or in part, Sovos may take action as Sovos determines to be appropriate in its discretion, which actions may include reporting no IPT Due for a period (filing a "nil return") and/or filing additional or supplementary IPT Returns. Any such activities undertaken by Sovos, as well as any obligations arising from such activities, shall be at the expense and risk of Customer.

**2 CHANGES**. Sovos may, from time to time and in its sole discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall Sovos make any changes that will degrade the Services applicable to this Data Sheet without prior written notice to Customer. When Sovos makes changes hereto which do not degrade the products or services applicable to this Data Sheet, Sovos will provide notice as appropriate under the circumstances, e.g., by displaying a notice within the applicable Sovos products or services, by updating the Data Sheet located at <https://sovoso.com/customer-legal-data-sheets/> or by sending Customer an email.

**3 TERMS AND CONDITIONS**. Customer's execution of an applicable Order Form for the Services applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its acknowledgment that the Services are provided under and are governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of Software and Services (the "Governing Agreement").

**4 PRECEDENCE FOR IPT MANAGED SERVICES PAYMENT**. Notwithstanding anything to the contrary in the Governing Agreement, the terms in this Data Sheet regarding IPT Managed Services Payment shall (i) supersede any previous terms regarding these services, and (ii) control in the event of any conflict with the Governing Agreement. Customer's use of these services constitutes acceptance of these terms.

**5 DEFINED TERMS**. Except as defined herein or otherwise required by the context herein, all defined terms used in this Data Sheet have the meaning set forth in the Governing Agreement. This document constitutes a Data Sheet as defined in the Governing Agreement.

SOVOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.