

The Envision™ Protocol (hereinafter, "Protocol") is a rating system for measuring the sustainability of an infrastructure project.

The Protocol is the result of a collaboration between the *Institute for Sustainable Infrastructure* (hereinafter, "ISI") and the Zofnass Program for Sustainable Infrastructure at Harvard University's Graduate School of Design.

The protocol is composed of 64 credits divided into 5 categories: *Quality of Life, Leadership, Resource Allocation, Natural World, Climate and Resilience*. For each credit, the system contemplates different levels of obtainment of the requirements, called level of achievement, at each level of achievement corresponds a certain set of points.

The Protocol provides for two alternative project certification paths:

- Path A: Design + Post-Construction (§ 5.1)
- Path B: Post-Construction (§ 5.2)

and four levels of certification, defined in percentage terms as the ratio between the score earned and the maximum achievable.

ICMQ S.p.A Benefit Corporation (hereinafter ICMQ) has received exclusive mandate from ISI to broadcast/Implement/Deploy the Protocol in Italy throughout a set of actions such as media campaigns, holding events, providing training courses and exams to qualify to obtain and maintain the internationally recognized professional qualification of Envision Sustainability Professional (hereinafter, "ENV SP").

Finally, ICMQ is qualified by ISI as a third party to verify the project according to the requirements of the Protocol, and award the certification if the project meets the requirements.

ICMQ, in addition to having the exclusive certification authority in Italy, also certifies projects abroad that are developed by Italian companies.

ICMQ does not provide, either directly or through sub-contractors, consulting services for the implementation of the Envision Protocol on specific projects.

1 PURPOSE AND FIELD OF APPLICATION

The present Regulation defines the relationships, with regards to the Service of:

- Verification and Certification

of the project following the Envision Protocol, respectively, between ICMQ and the subjects who intend to use the Service under these Regulations.

The reference documentation used for the verification activity is to be considered an integral part of these Regulations..

2 TECHNICAL STANDARDS

The reference regulations are:

- Envision Protocol (version 2017 – V3 and latest);
- Alternative Compliance Path for application to Italian Projects (current version);
- ISI Credit Amendment (downloadable from the ISI website www.sustainableinfrastructure.org)
- ENV SP credential Regulations (current version);
- ISI Policy (www.sustainableinfrastructure.org).

3 DEFINITIONS

All terminology refers to the definitions given in the rules and documents referred to in Article 2 of these Regulation.

In particular, the following definitions apply:

Certificate: referred to the certificate issued by ICMQ, which attests the conformity of the project verified and submitted for certification according to the requirements of the Envision Protocol.

ISI website: is the official website of the Envision Protocol (www.sustainableinfrastructure.org) and represents the only online tool through which Envision certification can be pursued.

Envision Italia website: is the Italian website of Envision (www.envisionitalia.it) and it represents the Italian showcase of Envision. On this website it is possible to consult information on Envision related, specifically to the Italian and European context, download the documentation useful for the purposes of certifying a project according to the present Regulation, **download the technical documentation produced by ICMQ (for example, the Envision Guidelines)** and view the list of ENV SPs that have been qualified by ICMQ, as well as view the list of the projects that have been certificated. This is always connected and linked to the ISI website.

Envision Sustainability Professional (ENV SP): physical person licensed and qualified and by ISI or ICMQ. The ENV SP is the key role within the Envision certification process since he/she is the person who, having acquired the professional, technical and

operational skills regarding the Protocol, is able to apply it within the process for the certification of sustainable infrastructures, as well as acting as the point of contact between the project team, the client, and the verifiers. The Credentials of the Client's ENV SP(s) must stay active and valid throughout the entire verification and certification process.

Lead Envision Sustainability Professional (Lead ENV SP): is the ENV SP designated as the leader of the certification process. He/she is responsible for ensuring the high quality of submission in accordance with these Regulations, ISI Policies, Credit Amendments, etc. The Lead ENV SP, like the Project Leader, has both the authority to register and submit the project for verification on ISI's online website and, together with the Client, must sign the Quality Assurance Checklist.

Project Leader: Is the reference person who first creates the project on the ISI website (www.sustainableinfrastructure.org), which may or may not coincide with the Client's ENV SP.

Together with the Lead ENV SP, he/she is the point of contact between the Principal and ICMQ; both are recipients of all communications that ICMQ and ISI will make about the ongoing certification process. The Project Leader has the authority to select project team members (ENV SP or not) who may be assigned to perform particular tasks during the verification and certification process. The Project Leader has both the authority to register and submit the project to verification on ISI's online website.

The Project Leader may be replaced at any time during the process upon formal notification to ICMQ.

Client: the individual who is applying for the certification of the project according to the Envision Protocol. The Client must mandatorily provide the definition of an ENV SP as well as, but not limited to, project team, individual professional, technical design studios, and public and/or private commissioning client. The Client is the individual who must sign these Rules and Regulations and the Quality Assurance Checklist.

Certification Body: this is the independent third-party authority which has been qualified and accredited by ISI, and is in charge of verifying the compliance of the submitted project, to the requirements of the Envision Protocol, which awards the final certification. For current regulations, the Certification Body coincides with ICMQ.

Verifiers: refers to a group of independent third-party

ENV SP experts employed by ICMQ for verification and evaluation of project compliance with the requirements of the Envision Protocol. The Verifiers are qualified as such solely and exclusively by ISI.

Authenticator/Reviewer: refers to an ENV SP expert from ICMQ who coordinates the verification activities by analysing, and possibly endorsing the assessment performed by the verifier(s). He/she ensures the maintenance of the high quality of the verification process and the correct application of this and related documents (§ 2). He is also the only contact figure between ICMQ and the Client through the exchange of information related to the verification and certification process (for example submission deadlines, transmission of contractual regulations and/or communications related to certification, Quality Assurance Checklist).

Project Team: includes key decision makers involved in the project, consultants, contractors or specialists. Also included are the Client and the project submission Manager.

Key Members of the Project Team (Key Members): includes the Client, the Principal Designer/(s) (lead designer), and the Principal Contractor/(s) (lead construction contractor). The Lead Designer and Lead Construction Contractor include all entities directly contracted by the Client regarding the project under Envision certification.

Project Registration: an official form through which the Client initiates the certification process, on ISI's website (www.sustainableinfrastructure.org).

Submission: the phase in which the Client submits the self-assessment evaluation to ICMQ, for the subsequent verification. This activity takes place exclusively on the ISI website (<https://sustainableinfrastructure.org/>).

Quality Assurance Checklist: document that the Client and the referenced ENV SP must mandatorily fill out and sign before submitting the project for verification. It represents an assumption of responsibility for the quality of the documentation and information in the submitted project. The document, in its most recent version available, can be downloaded from the Envision Italia website (www.envisionitalia.it).

Credit Amendment: a type of document that ISI issues to provide further explanations or clarifications on one or more credits, or in the case of incorrect information contained in the Protocol. The Client, ENV SP Leader, and all other parties assigned to carry out activities related to Envision certification, must

evaluate the Credit Amendments and verify that the project complies with them, as such Amendments are an integral part of the Protocol. The latest current version can be downloaded from the ISI website.

Credits Coversheets: these are templates provided by ISI (www.sustainableinfrastructure.org) for each of the 64 credits present in the Envision Protocol. The Client who pursues the certification must mandatorily fill out and submit these templates together with supporting documentation. It is mandatory to use only the coversheets provided by ISI (English language format), any different or translated templates are not accepted. The compilation of the coversheets is in Italian, or in another language previously agreed with ICMQ.

Supporting Documentation: the project team must provide supporting documentation for all applicable credits, for which a Level of Achievement has been defined, and the Non-Applicable credits.

Evaluation Criteria and Documentation: for each credit, the Envision Protocol identifies evaluation criteria (identified by letters) to which supporting documents (identified by numbers) are associated.

Applicable Credits: these are the credits for which a self-assessment was conducted by the Client during the Rating/Assessment phase. For such credits, the associated score is based on the Level of Achievement (hereafter LoA) achieved.

Not applicable Credits: these are the credits whose purpose, for technical reasons, is not present within the project. Such credits are excluded from the evaluation.

Examples include, but are not limited to, credits that:

- have been excluded from the scope of the contract;
- their achievement is too expensive or difficult;
- cannot be pursued due to local laws or regulations;
- Those conducting the Envision Assessment have no authority to make decisions over them;

"Pending" credits: these are credits related exclusively to the construction phase, for which a confirmation of the LoA achieved following the construction of the work is required. They are present only in the case of Path A: Design + Post-Construction.

Potential Score: this is the potential total number of points resulting from the assessment phase conducted by the Client. This score is given by the

sum of the points related to each credit evaluated.

Achieved Score: this is the score assigned by the verifiers at the end of the verification phase (Path A or Path B), given by the sum of points related to each verified credit assessed. This score may or may not coincide with the potential score depending on the compliance achieved and assigned by the verifiers and ICMQ.

Achievable Score: this is the maximum score the project can aim to reach based on the number of non-applicable credits.

Potential Certification Level: this is the potential level resulting from the self-assessment phase carried out by the principal. It is given by the division between the Potential Score and the Achievable Score.

Certification Level Achieved: this is the level achieved by the project as a result of the verification phase and assigned by the verifiers and ICMQ. It is given by the division between the Achieved Score and the Achievable Score.

4 APPLICATION FOR CERTIFICATION

All verification and certification activities are preceded by a preliminary request and bidding phase, which may be conducted in different ways (by private or public negotiation), during which the Client:

- states the value of the contract works for which Client is requesting certification;
- provides all the information that allows ICMQ to assess the necessary timelines and resources for the execution of the certification activity.

ICMQ, after verifying the practicability of managing the activity based on its own expertise and resources, then prepares a written offer.

The applicant, together with the countersigned ICMQ offer, declares acceptance of these regulations.

The latest version of this Regulation is always available on Envision Italia website (www.envisionitalia.it).

If the client (e.g., public) requests the application of its own specifications, ICMQ examines the conditions made explicit by the client in the tender notice, contract, specifications, etc., and, if deemed appropriate, enters into the relevant contract.

4.1 MINIMUM REQUIREMENTS AND PREREQUISITES

The team must demonstrate compliance with the Minimum Requirements and Prerequisites identified

by ISI and ICMQ, in force at the time of project verification, by signing this document.

The following Minimum Program Requirements must be met by the project before it is submitted for verification:

- the team must acknowledge that it has reviewed these Rules, ISI Policy, and all Credit Amendments available on the ISI website;
- the team must provide confirmation that the project meets the Envision prerequisites below;
- the team must complete of all mandatory fields related to the project in the Envision Online Scoresheet on ISI's website;
- the project boundary and scope must be defined and consistently applied to all credits;
- the team must use ISI coversheets only. A coversheet must be completed for each credit and for each identified criterion; in addition, each criterion must be addressed separately;
- the team must select a LoA, Not Applicable, or zero (if no LoA is pursued) for all 64 credits in the Envision Online Scoresheet on the ISI website;
- for each credit pursued, including credits pursued as Not Applicable, a submission consisting of the referenced coversheet and supporting documentation must be provided. The submission for each credit must be independent;
- the credits pursued as Not Applicable must be adequately justified;
- the team must evaluate and address all evaluation criteria and supporting documentation according to the Achievement Level selected;
- all documentation provided in support must be in pdf format. The team must mandatorily highlight and/or clearly annotate the portions of the documents that contain information relevant to the audit related to each individual criterion and/or credit. In addition, it is mandatory that within the coversheets the referenced parts and/or pages of the provided documentation are indicated;
- the documentation and level relating to Innovation credits may relate to one or more of the categories present;

- all credits defined as "pending" must identify and describe the type of pending documentation that will be submitted at the end of the Post-Construction review (ref. § 5.1.2);
- the Project Leader and/or ENV SP Leader must conduct a final review of the documentation to ensure the quality of the submission.

In addition, the Client confirms the following Prerequisites related to environmental, social and governance (ESG) safeguards below:

- a. all documentation that will be provided to ICMQ for verification is accurate and true;
- b. all applicable regulations/laws, particularly environmental, health and safety, are met;
- c. all environmental regulations/laws are met;
- d. all human rights and labor regulations/laws are met;
- e. is deputed to work on the project;
- f. no new illegal settlements are present;
- g. there is no violation of the human rights of the community affected by the construction of the infrastructure;
- h. there is no corruption or illegal behavior in the drafting of the project;
- i. there are no endangered or threatened plant or animal species that are adversely affected by the project;
- j. no child labor has been used;
- k. no form of coercive labor has been adopted;
- l. these Regulations have been read, understood and countersigned;
- m. the Quality Assurance Checklist has been read, completed and countersigned;
- n. that the Credit Interpretations/Amendments, found on the ISI website, have been consulted and noted.

5 CERTIFICATION PROCESS

Projects that have been fully constructed and have already been in operation for more than 3 years cannot undergo the verification and certification process according to the Envision Protocol unless special permission is granted by ICMQ and ISI.

5.1 PATH A – Design + Post-Construction

Projects for which Path A is applied achieve

certification upon completion of the design phase (at least 95 percent progress), which must be confirmed after the construction phase (at least 95 percent progress).

The Certification process consists of the following steps:

- *Registration.*
 - *Assessment (Assessment - Start Verification)*
 - *Design Verification (Design Review).*
 - *Certification (Certification/Award).*
- Verification during Construction (Post-Construction Review).*

5.1.1 Registration

During this initial phase, the Client, through his ENV SP, upload the useful data and basic information required on the website www.sustainableinfrastructure.org, creating a new project.

Upon registration of the project on the ISI website, ICMQ requests the payment of the registration fee (ref. Offer referred to in § 4 and ICMQ Fee Schedule), in addition to the countersigned acceptance of these Rules and Regulations and the signing of the Quality Assurance Checklist, both by the ENV SP and the Client.

5.1.2 Assessment

In this phase, the Client, through its ENV SP, undertakes the evaluation of all credits by defining their applicability or non-applicability, identifying "pending" credits related to the construction phase, and uploading supporting documentation, relevant to demonstrate:

- the project's achievement of the identified LoA, for each applicable credit, including "pending" credits;
- the non-applicability of one or more credits;
- the potential score achievable by the project;
- for "pending" credits, the documentation should define the potential LoA that the client aims to pursue for that particular credit at the end of the construction phase.

The assessment referred to in the previous paragraphs consists of the compilation of Credit Coversheets and the drafting and uploading of documentation suitable to demonstrate the LoA defined for each credit.

Both coversheets and supporting documentation must be produced and uploaded, in non-editable format, for all credits for which a LoA is defined, as well as for those defined as Not Applicable. Non-Applicable credits (identified Benchmark or "None" level) do not require the evidence, but the Benchmark (or "None") level must still be selected on the site.

Specifically, for "Pending Credits," the team will need to identify and describe the type of pending documentation that will be submitted at the end of the Post-Construction review, as well as provide sufficient documentation during the Design Review phase that demonstrates that both the LoA and related evaluation criteria can be achieved during the Post-Construction Review.

The language used for both Coversheet compilation and supporting documentation is Italian, unless specific and prior arrangements with ICMQ are made.

5.1.3 Submission

In this phase, the Client's ENV SP, after verifying the correctness and completeness of the project documentation (referred to in § 5.1.2), is ready to submit the project for verification by ICMQ on the ISI site.

Upon submission of the project on the ISI website, the payment of the certification fee (ref. Offer referred to in § 4 and ICMQ Fee) is requested by ICMQ.

5.1.4 Design Verification (Design Review)

Process during which ICMQ, using ISI-qualified verifiers, certifies that the project meets the requirements of the Envision protocol according to what the Client has defined and uploaded in the evaluation phase.

During this phase, it is possible that clarification and/or integration requests (which will be verified later in a second Design Review) may be made by the verifiers to the Client/ENV SP. This possibility can only occur once (iterative process). During the verification process, the ENV SP and the Client never come into contact with the assigned verifiers, in order to ensure the overall thirdness and independence of the process.

5.1.5 Certification

Based on the result of the review, referred to in § 5.1.4, ICMQ assigns the certification level of the project based on the LoA scores achieved by all credits (including "pending" credits). This level is identified in percentage terms as the ratio between the score achieved by the Client, at the end of the Design Review phase, and the maximum achievable score. The certification levels are as follows:

- a) *Verified* (at least 20%).
- b) *Silver* (at least 30%).
- c) *Gold* (at least 40%).
- d) *Platinum* (at least 50%).

5.1.6 Post-Construction Review

The purpose of this verification is to confirm or not to confirm the scores given exclusively to the "pending" credits in the Design Review phase and to verify that the choices made by the Client in the design phase have been pursued and maintained during the construction of the infrastructure. Therefore, it is possible that the certification level assigned (§ 5.1.5) may change.

There cases can occur:

1. the documentation required for one or more "pending" credits is not sufficient to demonstrate the achievement of the LoA defined for each of them. In this case, the level for each of these will be downgraded to that consistent with the documentation provided, and the certification level obtained at the end of the Design Review will be revised consistently with the new score obtained.
2. the documentation provided for one more "pending" credits is higher than that required by the LoA selected in the Design Review. In that case, the level for each of these will be increased consistent with the documentation provided, and the certification level obtained at the end of the Design Review, will be revised consistent with the new score obtained.
3. the documentation provided for one more "pending" credits is consistent with what was stated in the Design Review. In this case, all selected LoAs are confirmed and the final certification level, following the Post-Construction Review, will be the same as that obtained at the end of the Design Review (§ 5.1.5).

Requests for clarification from the reviewers are not allowed during this phase, as this phase involves only one review.

5.2 PATH B – Post-Construction

The projects for which Path B is applied achieve certification at the end of the construction phase (at least 95 percent of the construction stage).

The Certification process consists of the following steps:

- *Registration.*
- *Assessment (Assessment- Start Verification).*
- *Verification during the construction phase (Post-Construction Review).*
- *Certification (Certification/Award).*

5.2.1 Registration

See paragraph at section 5.1.1.

5.2.2 Assessment

In this phase, the Client, through its ENV SP, conducts the evaluation of all credits by defining their applicability or non-applicability and uploading supporting documentation, useful to provide evidence of:

- the achievement, by the project, of the identified LoA, for each applicable credit;
- the non-applicability of one or more credits;
- the potential score that can be pursued by the project;

There are no "pending" credits at this stage.

The assessment referred to in the paragraphs above consists of completing the Credit Coversheets and drafting and uploading documentation to demonstrate the LoA defined for each credit.

Both coversheets and supporting documentation, in a non-editable format, must be produced and uploaded for all credits for which a LoA is defined, as well as for those defined as Not Applicable. Non-Applicable claims (identified Benchmark or "None" level) do not require the evidence, but the Benchmark (or "None") level must still be selected on the site.

The language used for both the compilation of Coversheets and supporting documentation is Italian, unless specific and prior arrangements have been made with ICMQ.

5.2.3 Submission

See paragraph at section 5.1.3.

5.2.4 Post-Construction Review

Process during which ICMQ, using ISI-qualified verifiers, certifies that the project meets the requirements of the Envision protocol according to what the Client/ENV SP has defined and uploaded in the Assessment phase.

During this phase, it is possible that clarification and integration requests (which will be verified later in a second Post-Construction Review) may be made by the verifiers to the Client. This possibility can only occur once (iterative process).

During the verification process, the ENV SP and the Client never come into contact with the assigned verifiers in order to be able to ensure the thirdness and independence of the process.

5.2.5 Certification

Based on the outcome of the verification ICMQ assigns the certification level of the project. This level is identified in percentage terms as the ratio between the score obtained by the Client, at the end of the verification phase, and the maximum achievable score. The certification levels are as follows:

- e) *Verified* (at least 20%)
- f) *Silver* (at least 30%)
- g) *Gold* (at least 40%)
- h) *Platinum* (at least 50%).

5.3 Credits not pursued

Non-pursued credits are those for which ENV SP has assigned a Benchmark (or "None") level and for which coversheets and supporting documentation need not be produced (ref. § 5.1.2 and 5.2.2).

These credits are not reviewed by the verifiers during the verification process during Design Review (for Path A) and Post-Construction Review (for Path B).

5.4 Submission of new credits

It is possible that the Client submits "new credits" (for example, credits that had not previously been submitted by the Client at the time of submission) during the verification process, as indicated below.

In case of Path A:

- new credits can be submitted only between the first and any second Design Review; each new credit submitted will undergo a single review phase;
- depending on the number of credits that are submitted between the first and eventual second Design submission, ICMQ may use the option to review and adjust the offer according to the new activity to be performed;
- new credits may be submitted in the Post-Construction review if they are the result of activities related exclusively to the implementation phase and not known at the time of design and Design submission. However, this eventuality must always be communicated to ICMQ who will evaluate the actual possibility of submission of these new credits. Each new credit submitted will be subject to a single review phase.

However, it is not allowed:

- submit new credits at the conclusion of the second Design Review;
- submit new credits in the Post-Construction review phase, during which only and exclusively those criteria defined as "*pending*" in the design phase are reviewed.

In case of Path B:

- new credits can be submitted only between the first and any second Post-Construction review; each new credit submitted will undergo a single stage of review;
- depending on the number of credits that are submitted between the first and any second Design submission, ICMQ may make use of the option to revise the offering in accordance with the new activity to be performed.

However, it is not allowed:

- submit new credits at the conclusion of any second Post-Construction review.

5.5 Post-Construction Review

At the time of submission of the Post-Construction review, regardless of whether the project follows Path A or Path B, the Project Leader and/or ENV SP Leader are required to attest that the final submitted project reflects the final constructed project.

5.6 Appeal and Additional Review

The appeal could occur following the certification phase (§ 5.1.5 and § 5.1.6 for Path A and § 5.2.4 and § 5.2.5 for Path B). The Client may request, once only and within thirty days of notification of the final certification score, an appeal for one or more credits for which it disagrees with the judgment assigned by the verifiers. If an appeal is requested ICMQ will assign a new team of verifiers who will re-evaluate these credits. The cost of this phase will be defined according to the number of credits for which the appeal is requested.

The Additional review could occur following the certification phase (§ 5.1.5 and § 5.1.6 for Path A and § 5.2.4 and § 5.2.5 for Path B) and in any case before the client's acceptance of the level of certification obtained. The Client may request, once only and within thirty days of the communication of the final certification score, additional review for one or more credits previously submitted and for which they wish to resubmit new documentation or modify already submitted documentation in order to, for example, pursue a higher LoA.

The cost of this step will be defined according to the number of credits for which additional review is requested. The opportunity for additional review can be used only once.

It is not possible to request the additional review once the Client has accepted the outcome of the review on ISI's portal, or in any case 30 days after the final certification level has been communicated.

5.7 Certification Time frame

The time frame of the certification service (§ 5.1 and § 5.2) is the time required by the verifiers to be able to complete the verification of the project and ICMQ's authenticator (ref § 7), and it starts from the submission of the project, by the Client.

Timelines are detailed below:

- First Review (Round I): for both Path A and Path B the verification outcome is provided to the team within 60 days of the submission date;
- Second Review (Round II optional): for both Path A and Path B the outcome of the review is provided to the team within 30 days from the date of the second submission;
- Post-Construction Review: for Path A the verification outcome is provided to the team

within 30 days from the date of submission of the Post-Construction review.

The above timelines may vary, however, depending on the size of the project and the documentation uploaded.

It should also be noted that in all cases the above timelines do not include company closing days and national holidays.

6 VERIFIERS

Verifiers are independent third party subjects, qualified as ENV SP and as Verifiers by ISI.

In case it is necessary to make use of verifiers external to ICMQ, ICMQ itself undertakes to hire, for the performance of the verification and certification activity, only subjects previously qualified as ENV SP and as verifiers, chosen on the basis of their experience in the field of certification according to the Envision Protocol and their technical knowledge, as well as on the basis of the requirements established by ICMQ. External verifiers certify, by taking on their assignment, that they have not or haven't had any design/consulting assignment with respect to the project for which they have taken on the task of conducting the verification.

The above-mentioned verifiers are contractually bound to comply with all ICMQ's own duties and obligations, including compliance with all the rules of ICMQ's own Management System, including those regarding independence, conflict of interest, and relating to the handling of personal data.

During the certification process, the identity of the verifiers, whether internal to ICMQ or external, is not disclosed to the ENV SP and/or the Client, as defined by the ISI procedures and the submission and certification modalities provided on the relevant ISI website, as well as by these regulations.

7 AUTHENTICATOR

The Authenticator/Reviewer is ICMQ's expert who interacts with the Project Team's ENV SP for any questions or requests for clarification on the certification process.

Furthermore, the authenticator/reviewer coordinates the verification activities, analyses and, if applicable, endorses the Verifier's work as described in § 6. Based on the successful outcome of this analysis, ICMQ can issue the certificate.

8 WITHDRAWAL OF CERTIFICATE

In rare cases and situations, ICMQ may revoke the certificate obtained by the Client.

The potential circumstances may be:

- a project that is pursuing Path A does not undergo Post-Construction review within 3 years of full operational of the work;
- the final score of a project that is pursuing Path A falls below the minimum level of certification expected as a result of the outcomes of the Post-Construction review;
- a project that is pursuing Path A is not constructed;
- the project documentation submitted to ICMQ for review is found to be substantially incorrect or misleading.

In the case that an Envision certification is revoked, ICMQ will ask ISI to remove the project from the list of certified projects on ISI's website in the "Project award directory" (<https://sustainableinfrastructure.org/project-awards/>), as well as remove all references from the Envision Italia website (www.envisionitalia.it) as well.

This eventuality will not include a refund of any registration and certification fees already paid.

9. CHANGE OF CERTIFICATION LEVEL

For projects pursuing Path A: Design + Post-Construction, it is possible that the certification level obtained after the Post-Construction review may increase or diminish based on the results of the review.

In these rare cases, ICMQ will ask ISI to update the certification level of the project in the list of certified projects on ISI's website in the "Project award directory" (<https://sustainableinfrastructure.org/project-awards/>), as well as on Envision Italia's website (www.envisionitalia.it). The Client is also required to update any public announcement about the level of certification obtained by the project and to withdraw any images provided to the public about the level of certification previously obtained (e.g., plaques, trophies, pictures, etc.).

ICMQ will also provide the Client with the new certificate corresponding to the final certification level obtained.

10. SUBCONTRACT

ICMQ by rule does not assign the certification contract in its entirety to third parties under subcontract. It does not constitute subcontracting and does not require authorization to use the collaboration of professionals or other natural or legal persons who work on behalf of ICMQ under contract and have been appointed as verifiers under the responsibility of ICMQ and in accordance with the terms of § 6.

11. USE OF THE CERTIFICATE

ICMQ may issue the Certificate to the Client only if the minimum certification percentage of 20% is reached (in the case of both Path A and Path B).

The Client has the right to use, exhibit or quote the Certificate for all legal, promotional or commercial purposes, as long as it does not mislead the recipient as to its actual meaning; in particular, it may publicize the fact in the way it deems most appropriate, as long as it strictly relates to the object of the certification activity and only to that.

The Client undertakes, in the event that changes become necessary leading to a new issue of the Certificate, to return to ICMQ the version no longer in force.

**12. DURATION AND TERMINATION OF
THE CONTRACT**

The contract shall become effective on the date ICMQ receives this stamped and signed document.

The contract will expire upon delivery of the Certificate unless one of the parties sends notice of termination to the other by registered letter or certified e-mail 1 (one) month prior to the date of perfection of the withdrawal.

The Client is obliged to communicate to ICMQ any changes that may occur at an organizational or corporate level before the natural expiration of the contract (e.g. change of the reference ENV SP, change of the project identification, etc.); for this purpose ICMQ shall review the situation and notify the Client the procedure to be followed for the adjustments to the contract.

The Client has the right to declare the assignment terminated, without the possibility of opposition or complaint by ICMQ at any stage, if the Client does not intend to follow up on the further stages, even if these were provided for in the contract. The statement must

be sent by the Client to ICMQ by registered letter with return receipt or certified e-mail.

In this case, ICMQ shall be entitled the remuneration for the services as well as any compensation for the services which, even if not completed, have already involved an organizational, intellectual or material commitment or effort as the principles of proportionality are applied; compensation for loss of profit or loss of earnings is excluded.

In case of non-payment by the Client of the invoices issued according to the contractual terms, ICMQ reserves the right to immediate termination of the contract, without prejudice to its right to contact the offices in charge to obtain payment of the accrued amounts.

ICMQ reserves the right to withdraw from the contract in the event of non-compliance by the customer with the provisions of these Regulations.

The contract will expire after 1 (one) year from its completion, if for reasons of force majeure not dependent on ICMQ, the Envision Certificate cannot be issued to the Client within that period, unless otherwise agreed in writing between the parties to regulate any extension. of the contract.

In this case, the Client will not be able to request reimbursement of the sums paid and must also pay ICMQ all the fees foreseen for any activity carried out by ICMQ during the validity of the contract according to the rates indicated in the Rate Schedule Tariff in effect at the time of the service, unless otherwise agreed in writing between the parties.

13. AMENDMENTS TO THE STANDARD AND/OR THE REGULATION

In the event that ISI, the reference body for the Envision Protocol, modifies the Protocol, or should ICMQ deem it necessary to make changes to these regulations for any reason, ICMQ will promptly notify the Client in writing of the date set for such changes to take effect, pointing out the possible need for an extraordinary activity, with costs to be borne by the Client. Failure by the Principal to comply may be cause for termination of the contract.

14. LIMITS AND LIABILITY

The assessment for the Envision Certification will be carried out by ICMQ, with the diligence of a good family man. The evaluation activity will be carried out with absolute independence and impartiality. ICMQ's

obligation regarding the verification activity is "obligation of means" and not "of result".

As a result, ICMQ may issue the Envision Certificate only if the documentation prepared by the Client complies with the Envision Protocol and objective supporting evidence is available to support it.

ICMQ is in no way responsible or liable for any non-recognition of the Certification by third parties, nor is it responsible for any requests for damages/compensation or claims for compensation for non-recognition of the expectations regarding the Certification.

ICMQ is explicitly exonerated from any responsibility for its assessment of conformity with the Envision Protocol of the subject of the certification activity in the event that certain information (including documents) is not provided by the client and / or provides it incomplete and / or in the event that which the information provided does not correspond to the real situation.

15. CONFIDENTIALITY

All data and information related to the Client, and to the project subject to the present Regulation, of which ICMQ shall become aware when carrying out its mandate, are confidential. Access to them is regulated by a specific ICMQ procedure that imposes a confidentiality obligation on Verifiers and on the ICMQ staff engaged in the certification process.

ICMQ will communicate to the parties concerned all information in its possession to the extent and in the cases in which this is required by any rule or law.

16. COPYRIGHT

ICMQ owns the copyright on all documents provided to the Client. The Client can only use these documents exclusively within the scope of the contract with ICMQ. It is forbidden for the Client to photocopy, reproduce or publish, even partially, these documents without the written consent of ICMQ.

17. PRIVACY

In accordance with the Privacy Code (Legislative Decree 196/03) and REG EU 2016/679, the Client hereby authorizes ICMQ S.p.A. to process the personal data of the natural persons subject directly and indirectly through third parties, to processing relating to the requirements connected and/or related

in any way to this Regulation. The Data Controller is ICMQ S.p.A.

The full privacy policy is available on the ICMQ S.p.A. website (www.icmq.it).

18. CIVIL LIABILITY

ICMQ is only liable for damages caused by intentional acts or gross negligence and in any case within the limits set out below.

The Client agrees that, in the event of non-performance by ICMQ, it shall be compensated for any loss for the maximum amount equal to the total amount due to ICMQ for the entire duration of the certification contract. Any failure to discharge a duty that is attributable to force majeure, unforeseeable circumstances or strikes, does not amount to a breach by ICMQ.

ICMQ is insured against damages to things or people and damages to assets, having taken adequate insurance with a primary insurance company.

19. ECONOMIC CONDITIONS

The Certification activity is managed according to fees published on the Envision Italia website (www.envisionitalia.it).

ICMQ therefore formulates a specific quote for each case that arises. In the event of late payments, the Client must pay ICMQ the default interest pursuant to Legislative Decree No. 231/2002 as well as any legal fees for credit recovery.

20. COMPLAINTS AND APPEALS

An applicant who has obtained the Certificate attesting to the certification level reached by the project in compliance with the Envision protocol may appeal, within 30 days from the notification, against the contents thereof or decisions made by ICMQ explaining the reasons for its disagreement.

Within 3 months from receiving the appeal, ICMQ must issue its opinion.

Any costs for the activity resulting from the appeal are borne by the applicant.

For other reasons, please see Appeal at § 5.6.

The applicant can also submit written complaints and disputes to which a written response shall be given.

Appeals, complaints and disputes concerning ICMQ activities and the Client's activities can be addressed to ICMQ, by the Client itself, as well as by third parties

that can refer to the procedures available at www.icmq.it.

21. DISPUTES – ARBITRATION

a) Arbitration

The parties intend to waive jurisdiction of the ordinary courts and consequently any dispute that may arise between them concerning the validity, interpretation and execution of this Regulation shall be settled by binding arbitration under the Rules of the Milan Court of Arbitration and according to the legal rules relating to the substance of the dispute. The Arbitration Board will be made up of a sole arbitrator appointed in accordance with the said Regulation. The arbitration proceedings will take place in Milan.

In case of dispute, the plaintiff's lawyer shall file the request for arbitration including also the request for appointment of the arbitrator by the Court of Arbitration, also submitting a copy of this application to the defendant by registered letter with return receipt or by certified email. The defendant's lawyer shall file a statement of defence within 45 (forty-five) days of receipt of the request for arbitration from the General Secretariat, and submit a copy of this statement to the plaintiff's lawyer by registered letter with return receipt or by certified email. For any other statements the deadline for filing shall be no less than 45 (forty-five) days from the statement or from the previous hearing. The lawyers will be sent all communications relating to the proceedings, including the notification of the award.

The award will be issued within 180 (one hundred-eighty) days of the arbitrator's formal acceptance of his/her appointment, subject to any extensions granted in writing by both parties and to the arbitrator's right to automatically extend the deadline, for no more than 180 (one hundred-eighty) days, if this is required for investigation purposes. The holiday period for suspension of legal deadlines shall be applied under the terms of the arbitration procedure.

The award will be final, conclusive and binding on the parties, who expressly waive the right to challenge the award; therefore, the parties undertake to comply with its content and to abide thereby immediately and, in any case, within and no later than the essential deadline of 10 (ten) days from communication of the award. Failing this, the defaulting party will pay the other party a Euro 100.00 (one hundred) penalty for each day of delay.

b) Judicial Authority

ICMQ expressly reserves the right to appeal to the Judicial Authority of the Court of Milan as an alternative to the above arbitration, either for disputes relating to payment of compensation due according to this Regulation or for precautionary measures (and other reasons reserved for the judge). The Client, in the event a lawsuit is filed concerning the injunction, cannot make any exceptions to avoid or delay the service due, only unless such compensation has already been paid. Any other objection (objections that can be raised exclusively by the parties and counter-claims) must be raised in the arbitration proceedings mentioned above.

20. Complaints and Appeals

21. Disputes - Arbitration

Stamp and Signature
Client's legal representative

(legible signature)

Date, _____

ICMQ stamp and signature

Stamp and Signature
Client's legal representative

(legible signature)

Pursuant to art.s 1341 and 1342 of the Italian Civil Code, the following articles are specifically approved:

- 2. Technical Standards
- 5.6 Appeal and Additional Review
- 5.7 Certification time frame
- 8. Withdrawal of Certificate
- 9. Change of Certification Level
- 11. Use of Certificate
- 12. Duration and termination of the contract
- 13. Amendments to the Standard and/or the Regulation
- 14. Limits of Liability
- 15. Confidentiality
- 16. Copyright
- 17. Privacy
- 18. Civil Liability
- 19. Economic Conditions