

BORSA ITALIANA S.P.A. - REQUEST FOR SERVICES

Client data

Name/Corporate name(hereinafter, the “**Client**”)

belonging to (name of group)

Registered office in (Country).....

AddressPost code

Telephone:.....

LEI Code:.....

Client's qualification:

- EEA Credit Institution
- EEA Investment Firm
- Other EEA Authorised Firm
- Non-EEA Authorised Firm
- Unauthorised Firm

First name and family name of Legal Representative

Position held in the Company.....

By signing this Request for Services, the Client applies to Borsa Italiana S.p.A. (hereinafter, the “**Supplier**”) to use the following Service(s) [tick the appropriate box(es)]:

TRADING SERVICE in the following Market(s):

- Electronic share market (MTA)
- Investment Vehicles Market (MIV)



- ❑ Derivatives Market – IDEM:
 - ❑ IDEM Equity Segment
 - ❑ IDEX Segment
 - ❑ AGREX Segment
- ❑ Electronic open-end funds and ETCs market (ETFplus)
- ❑ Electronic bond market (MOT):
 - ❑ DomesticMOT segment
 - ❑ EuroMOT segment
- ❑ Electronic securitised derivatives market (SEDEX)
- ❑ Borsa Italiana Equity MTF (Blt Eq MTF):
 - ❑ Borsa Italiana Global Equity Market (Blt GEM) Segment
 - ❑ After Hours (TAH) Segment
- ❑ ExtraMOT market
- ❑ AIM ITALIA market
- ❑ ATFund market
- ❑ EuroTLX Market
 - ❑ **on clients account:**
 - ❑ as Intermediary (not on principal basis)
 - ❑ as EuroTLX^{Quote} Market Intermediary
 - ❑ **on own account:**
 - ❑ as Market Maker A or ❑ as Market Maker B
 - ❑ as Specialist
 - ❑ as Intermediary on principal basis
 - ❑ **as EuroTLX^{Quote} Market Intermediary**

NON-EXECUTING BROKER SERVICE in the following Market(s):

- Derivatives Market – IDEM, IDEM Equity Segment
- Derivatives Market – IDEM, IDEX Segment

REMIT REPORTING SERVICE in the following Market(s):

- Derivatives Market – IDEM, IDEX Segment

The Client requests the codes (userID and password) for access to the reserved area available through the Supplier’s website to be sent to the following person/s (the name of the legal representative may be indicated as well):

First name and family name(hereinafter, the **“Contract Representative”**)

Address.....Postcode

Tel.....

Mobile.....E-mail.....

Position held in the Company

First name and family name(hereinafter, the **“Contract Representative”**)

Address.....Postcode

Tel.....

Mobile.....E-mail.....

Position held in the Company

First name and family name(hereinafter, the
“**Contract Representative**”)

Address.....Postcode

Tel.....

Mobile.....E-mail.....

Position held in the Company

appointing him/her/them as its representative/s for all the Services requested by the Client in order to exercise all the legal powers, both active and passive, including the power of withdrawal related to the establishment and management of the contractual relationship(s) concerning the supply of the Service(s) requested. The Contract Representative/s shall also have the power to delegate to other persons – in the limits provided by the Supplier – his/their managing powers, except for the power of withdrawal from and activation of new Services. The substitution and/or the supplement of the Contract Representative/s shall be communicated by who will be at the time the Legal Representative through a communication by using the form available on the Supplier’s website.

Applicable provisions

Each Service, as requested above, shall result, upon the Supplier accepting by means of a written communication to the Client, which shall also specify the day on which the Supplier will begin to supply the Service(s) to the Client, in as many separate and independent legal relationships as the Services requested and supplied.

However, from the time the Client receives the written communication from the Supplier with confirmation of receipt of the Request for Services and an invitation to complete the Participation Documentation and receives the codes (userID and password) for access to the reserved area of the Supplier’s website, dealings between the Client and the Supplier shall be governed by the General Conditions and the Annexes issued by the Supplier insofar as they are applicable.

This Request for Services and the legal relationships deriving from it shall be governed pursuant to Articles 1341 and 1342 of the Italian Civil Code, by the above mentioned documents, which the Client declares it knows and accepts, having examined it on the Supplier’s website.

Both parties acknowledge that the applicable law on data protection (legislative decree No. 196/2003, as subsequently replaced and/or integrated with effect from May 25 2018, by the EU General Data Protection Regulation No 679/2016 and by the relevant national and international implementing and integrating regulations and orders) shall apply only to the personal data.

The Client represents that it has read and understood the Privacy Policy published on the Supplier website at the link: <http://www.borsaitaliana.it/varie/privacy/privacy.en.htm>.

The Client, having read the Privacy Policy provided by the Supplier as data controller, declares to have made available to the Contract Representative/s and to its employees and/or officers whose personal data are provided herein or within the reserved area available through the Supplier's website, the Privacy Policy.

In case the Client applies as "Unauthorised Firm" for the access to markets other than IDEX and AGREX, the Client declares that it trades on its own account within the limits set forth in article 4-terdecies, paragraph 1, letter d), TUF.

In case the Client applies as "Unauthorised Firm" for the access to the IDEX and/or AGREX markets, the Client declares that it trades commodity derivatives within the limits set forth in article 4-terdecies, paragraph 1, lett. j), TUF.

In case of access to the IDEX segment through the link to the TRAYPORT GV PORTAL (hereinafter, the "Trayport link") the Client declares to have in place with Trayport Limited Company (hereinafter, "Trayport") a software license agreement which allows, among other things, to Client the access to the IDEX segment and regulates Trayport's obligations and liabilities in respect with the Client. Therefore, the Client holds Borsa Italiana harmless of any responsibility in case outages or malfunctioning of said software.

This Request for Services is accompanied by the following documentation:

- specimen signature of the Contract Representative/s (valid for the instructions others than those entered electronically by the means of the Codes);
- a copy of the authorisation to provide trading services (where applicable).

The Client declares that the signature below is also to be the specimen signature of the Legal Representative.

(Place and date)

(Signature of the Legal Representative)

(First name and family name)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client expressly accepts:

- the declaration for the access to Trayport link, if applicable;
- the following provisions of the **General Conditions Part I**: Art. 3 (Obligations and performance of the Supplier), Art. 4 (Obligations of the Client), Art. 6 (Communications), Art. 7 (Amendments of the General Conditions and the Annexes), Art. 8 (Liability), Art. 10 (Fees), Art. 11 (Duration of the Contract and withdrawal), Art. 12 (Express termination clause), Art. 13 (General Provisions), Art. 14 (Disputes and compulsory arbitration), Art. 15 (Applicable Law and jurisdiction);
- the following provisions of the **General Conditions Part II**: Art. 2.4 and Art. 2.5 (Trading Service), Art. 3.4 (Non-Executing Broker Service), Art.5.1 lett. (a) (Obligations of the Client of the Trading Service) Art. 6.1, lett. (a) (Obligations of the Client of the Non-Executing Broker Service) and art. 7.1 lett. (a) (Obligations of the Client of the REMIT Reporting Service);
- the following provisions of the **Borsa Italiana Rules**: Art. 3.1.3 (Conditions for admission), Art. 3.2.1 (Continued satisfaction of the conditions for admission), Art. 3.3.1 (Rules of Conduct), Art. 3.3.2 (Transmission of orders to the market), Art. 3.3.3 (Technical breakdowns of market intermediaries' systems), Art. 3.4.3 (Measures to protect the market), Art. 3.4.4 (Measures against market intermediaries), Art. 3.4.5 (Procedures for verifying violations), Art. 3.4.6 (Review of measures), Art. 3.4.7 (Disclosure to the public of measures), Art. 6.1.1 (Controls and measures concerning trading), Art. 6.1.2 (Measures concerning trading parameters, hours and phases), Art. 6.1.3 (Handling of input errors), Art. 6.1.4 (Handling of technical breakdowns), Art. 7.2 (Disputes submitted to the courts), Art. 7.3 (Other disputes), Art. 7.4 (Appeals Board), Art. 7.5 (Board of Arbitration);
- the following provisions of the **AIM ITALIA Market Rules**: Artt. 1016 and 1017 (Suspension and exclusion from trading), Sec. 130.3 (Limitation in the choice of the third party used by the member for the management of the technological services), Art.

1021 (Suspension and limitations from trading on the market), Art. 1100.2 (Suspension of a member upon request of the intermediary admitted to settlement), Art. 1400 (Restriction to the negotiation rights vis-a-vis third parties), Artt. 6010 and 6040.2 (Suspension from trading), Artt. C010, C011, C012 (Suspension and exclusion from trading), Artt. C021 and C023 (Deadlines to submit a written brief), Art. C030 (Term of appealing for decisions), Art. C070 (Jurisdiction), Artt. C080, C100, C101 e C102 (Arbitration) and Art. C081 (Conditions to proceeding);

- the following provisions of the **ExtraMOT Market Rules**: Artt. 1016 and 1017 (Suspension and exclusion from trading), Sec. 130.3 (Limitation in the choice of the third party used by the member for the management of the technological services), Art. 1021 (Suspension and limitations from trading on the market), Art. 1100.2 (Suspension of a member upon request of the intermediary admitted to settlement), Art. 1400 (Restriction to the negotiation rights vis-a-vis third parties), Artt. 6010 and 6040.2 (Suspension from trading), Artt. C010, C011, C012 (Suspension and exclusion from trading), Artt. C021 and C023 (Deadlines to submit a written brief), Art. C030 (Term of appealing for decisions), Art. C070 (Jurisdiction), Artt. C080, C100, C101 and C102 (Arbitration), Art. C081 (Conditions to proceeding);
- the following provisions of the **Borsa Italiana Equity MTF Rules**: Artt. 1016 and 1017 (Suspension and exclusion from trading), Sec. 130.3 (Limitation in the choice of the third party used by the member for the management of the technological services), Art. 1021 (Suspension and limitations from trading on the market), Art. 1400 (Restriction to the negotiation rights vis-a-vis third parties), Artt. 6010 and 6040.2 (Suspension from trading), Artt. C010, C011, C012 (Suspension and exclusion from trading), Art. C021 e C023 (Deadlines to submit a written brief), Art. C030 (Term of appealing for decisions), Art. C070 (Jurisdiction), Artt. C080, C100, C101 and C102 (Arbitration), Art. C081 (Conditions to proceeding);
- the following provisions of the **Borsa Italiana SeDex Market Rules**: Sec. 130.3 (Limitation in the choice of the third party used by the member for the management of the technological services), Sec. 234 (Suspension and revocation of financial instruments), Artt. 1016 and 1017 (Suspension and exclusion from trading), Art. 1021 (Suspension and limitations from trading on the market), Art. 1100.2 (Suspension of a member upon request of the intermediary admitted to settlement), Art. 1400 (Restriction to the negotiation rights vis-a-vis third parties), Artt. 6010 and 6040.2 (Suspension and exclusion from trading), Artt. C010, C011, C012 (Suspension and exclusion from trading), Artt. C021 and C023 (Deadlines to submit a written brief), Art. C030 (Term of appealing for decisions), Art. C070 (Jurisdiction), Artt. C080, C081 (Conditions to proceeding), C100, C101 and C102 (Arbitration).
- the following provisions of the **Borsa Italiana ATFund Market Rules**: Sec. 130.3 (Limitation in the choice of the third party used by the member for the management of the technological services), Sec. 234 (Suspension and revocation of instruments), Artt. 1016 and 1017 (Suspension and exclusion from trading), Art. 1021 (Suspension and limitations from trading on the market), Art. 1100.2 (Suspension of a member upon request of the intermediary admitted to settlement), Art. 1400 (Restriction to the

negotiation rights vis-a-vis third parties), Artt. 5010 and 5040.2 (Suspension and exclusion from trading), Artt. C010, C011, C012 (Suspension and exclusion from trading), Artt. C021 and C023 (Deadlines to submit a written brief), Art. C030 (Term of appealing for decisions), Art. C060 (Jurisdiction), Artt. C080, C081 (Other disputes), C100, C101 and C102 (Board of Arbitration).

- the following provisions of the **Borsa Italiana EuroTLX Markets Rules**: Art. 3.2 (Procedure for admission to trading), Art. 3.3 (Condition for admission and continued eligibility), Art. 3.8 (Verification activity and co-operation), Art. 4.5 (Continuous trading), Art. 4.6 (Method of execution of RFQs), Art. 6.3 (Liquidity providers' obligations), Art. 7.1 (Settlement), Art. 8.1 (Controls and measures concerning trading), Art. 8.2 (Actions on parameters, hours and on trading), Art. 8.3 (Management of errors), Art. 8.4 (Measures to Cancel Contracts Suspect of Manipulation), Art. 8.5 (Measures to Cancel Contracts for activities detrimental to liquidity on EuroTLX market), Art. 8.7 (Intervention by Borsa Italiana), Art. 8.8 (General Conditions), Art. 8.9 (Conditions for Suspension), Art. 8.10 (General Conditions), Art. 8.11 (Conditions for Termination), Art. 8.12 (Stressed market conditions), art. 9.1 (Measures taken against Market Intermediaries and issuers), art. 9.2 (Procedures for verifying violations), art. 9.3 (Review of measures), art. 10.1 (Applicable Law), art. 10.2 (Disputes referred to Judicial Authority), art. 10.3 (Other Disputes), art. 10.4 (Appeals Board) e art. 10.5 (Board of Arbitration).

(Place and date)

(Signature of the Legal Representative)

(First name and family name)

This Request for Services, duly compiled and signed, shall be sent by mail (in advance by Member Portal), together with the required annexes, to:

BORSA ITALIANA S.p.A.
Membership Italy
Piazza degli Affari, 6 - 20123 Milano

FAC-SIMILE