

Request for Services

Client data

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

Belonging to (name of group)
Registered office in (Country).....
AddressPost code.....
Telephone.....

Typology of client:

- Bank or Investment Firm
- Other entity (included within the subjects identified under the Rules governing the services indicated below).....

First name and family name of the Legal Representative

Position held in the Company

By signing this Request for Services, the Client requires to Cassa di Compensazione e Garanzia S.p.A. (hereinafter, the “Supplier”) to use the following Service(s) [tick the appropriate box(es)]:

- Clearing and Guarantee Service in the Share Section** in the capacity of
- General Clearing Member
- Individual Clearing Member
- Trading Client
- Member Pro-tem (active role only in the event of failed appointment of a Designated Clearing Member pursuant to the Rules)
- Clearing and Guarantee Service in the Equity Derivatives Section** in the capacity of



London
Stock Exchange Group

- General Clearing Member
- Individual Clearing Member
- Trading Client
- Member Pro-tem (active role only in the event of failed appointment of a Designated Clearing Member pursuant to the Rules)

Clearing and Guarantee Service in the Energy Derivatives Section in the capacity of

- General Clearing Member
- Individual Clearing Member
- Trading Client
- Member Pro-tem (active role only in the event of failed appointment of a Designated Clearing Member pursuant to the Rules)

Clearing and Guarantee Service in the Agricultural Commodity Derivatives Section in the capacity of

- General Clearing Member
- Individual Clearing Member
- Trading Client
- Member Pro-Tem (active role only in the event of failed appointment of a Designated Clearing Member pursuant to the Rules)

Clearing and Guarantee Service in the Bond Section in the capacity of

- General Clearing Member
- Individual Clearing Member

- Trading Client

- Member Pro-Tem (active role only in the event of failed appointment of a Designated Clearing Member pursuant to the Rules)

- Clearing and Guarantee Service in the ICSD Bond Section** in the capacity of

- General Clearing Member

- Individual Clearing Member

- Trading Client

- Member Pro-Tem (active role only in the event of failed appointment of a Designated Clearing Member pursuant to the Rules)

The Client requests the codes (userID and password) for access the restricted area accessible through the Supplier’s website to be sent to the following person/s (the name of the Legal Representative can be indicated):

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

AddressPostcode
Tel. Mobile e-mail

Position held in the Company

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

AddressPostcode
Tel. Mobile e-mail

Position held in the Company

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

AddressPostcode
Tel. Mobile e-
mail

Position held in the Company

appointing him/her/them as its representative/s for all the Services applied for by the Client in order to exercise all legal powers, both active and passive, including the power of withdrawal in relation 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 – within the limits allowed by the Supplier – his/their managing powers, except for the power of withdrawal and activation of new Services. The substitution and/or the supplement of the Contract Representative/s shall be communicated by whom will be the Legal Representative at the time 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 acceptance 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 of both the confirmation of receipt of the Request for Services and the codes (userID and password) for accessing the restricted area of the Supplier’s website, as well as an invitation to complete the Participation Documentation, the relationship 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 to know and accepts, having examined them on the Supplier’s website.

Both parties acknowledge that the applicable law on data protection (legislative decree No. 196/2003 as modified by the EU General Data Protection Regulation No 679/2016) shall apply only to personal data.

The Client states to have read and understood the Privacy Policy published on the Supplier's website at the link: About us/Legal Data/Privacy.

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 accessible through the Supplier's website, the Privacy Policy.

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

This Request for Services is accompanied by the following documentation:

- powers of the Legal Representative;
- specimen signature of the Contract Representative (valid only for instructions other than those entered electronically by means of the Codes).

(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 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. 5 (Obligations of the Client of the Clearing and guarantee service), Art. 7 (Suspension from execution of the Clearing and guarantee service, its cessation and default procedures), Art. 8 (The Technological Infrastructure);
- the following provisions of the **CC&G Rules**: Art. B.2.1.2, par. 7 and 11 (Requirements for membership in the System), Art.B.2.2.1 (Failure to maintain requirements and restoration methods), Art. B.2.2.2 (Suspension), Art. B.2.2.4 (Exclusion), Chapter B.2.3 (Relations between General Clearing Members and Trading Clients), Art. B.3.1.1, par. 2 and 3 (Effects of concluded operations), Art. B.6.1.1 (Clearing Member's Default), Art. B.6.2.2 (Trading Client's Default), B.6.2.2 bis (Default, expenses for the management of the default and termination of the service of the Special Clearing Member), Art. B.6.2.3 (Expenses for the management of the default procedure of a Clearing Member), B. 5.2.7 (Final settlement of the contractual positions of the Agricultural Commodities Derivative Section - Covering sales positions), B. 5.2.9 (Final settlement of the contractual positions of the Agricultural Commodities Derivative Section - Delivery procedure);
- the following provisions of the **CC&G Instructions**: Art. B.1.1.1, par. 4 and 5 (Requirements for membership as Clearing Members), Art. B.1.1.2, par. 2 and 5 (Requirements for membership as Trading Clients), Art. B.1.1.6 (Relationship with Settlement Agent), Art. B.2.1.4 (Transfer of Contractual Positions relating to the Cash Section), art. B.6.4.5. (Settlement of the contractual position of the Agricultural Commodities Derivative Section--Contesting the quality of the underlying), Art. B.7.1.1 (Management of Failed Contractual Positions in the Cash and Derivatives Sections), Art. B.7.1.3 (Execution of the Buy-In procedure), Art. B.7.1.4 (Buy-In procedure for Failed Contractual Positions for failed Contractual Positions of Special Clearing Member), Art. B.7.1.5 (Sell-Out procedure).

(Place and date)

(Signature of the Legal Representative)

(First name and family name)

November 2020 edition

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

CASSA DI COMPENSAZIONE E GARANZIA S.p.A.

Risk Management & Membership

Piazza degli Affari, 6

20123 Milano

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