

29/04/2021

ON DEMAND DATA AGREEMENT SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1) THE AGREEMENT

1.1 The contractual relationship (the "**Agreement**") between Borsa Italiana S.p.A., with registered office in Milan, Piazza degli Affari no. 6, with share capital of € 11.000.000,00 fully up paid, Group VAT Registration Number IT10977060960, Tax code and Register of Companies of Milan no. 12066470159, represented by the authorized representative for the time being _____, provided with the necessary powers ("**Borsa Italiana**"), on one side

And

_____, _____ with registered office in _____, _____, corporate capital _____, registered in the Register of Enterprises of/VAT Number _____, represented by the authorized representative for the time being Mr. _____, provided with the necessary powers (the "**Client**"), on the other side

(together with Borsa Italiana, the "**Parties**"), shall be governed by this terms and conditions (hereinafter, the "**General Terms and Conditions**") and the relevant annexes (the "**Annexes**") and by the relevant Service Form.

- Annex 1: *Service(s) Description*
- Annex 2: *Traceability Obligations*
- Annex 3: *Service Form*

1.2 In case of discrepancy between the Service Form and the present General Terms and Conditions and / or the Annexes, the provisions set forth in the Service Form shall prevail.

- 1.3 The Client shall request the Services that it wishes to receive from Borsa Italiana under the terms of this Agreement, via e-mail to the address **marketdataEuroTLX@borsaitaliana.it**; **legal-eurotlx@legalmail.it**. On the basis of the request, Borsa Italiana shall send to the Client the Service Form filled in. Only following the acceptance by the Client of the relevant Service Form, Borsa Italiana will proceed, on the agreed terms and conditions, providing the Services.
- 1.4 The Service Form shall result, upon confirmation and acceptance by the Client, in as many separate and independent legal relationships as the Services requested and supplied.
- 1.5 Each Party appoints the representative below (the "**Representative**") as the person being authorized to request and accept the Services by means of signature of the Service Form pursuant to Articles 1.3 and 1.4 above. The Representatives shall be granted of all the powers that would be necessary for the purpose of binding the Party with respect to the Services object of the Service Form as well managing the performance of the Service Form. The Representatives shall act as single points of contact for the other Party in respect of any issue being connected with, or related to the management and performance of Service Form on behalf of the Party by which they are appointed. The replacement of the Representatives shall be effective as of the date when the concerned Party has received the relevant notice from the other Party.

For Borsa Italiana: _____

For the Client: _____

ARTICLE 2) OBJECT

- 2.1 The object of this Agreement is the supply, without exclusivity, of the service(s) requested by the Client in the Service Form as specified in detail under Annex 1 hereunder (*Service(s) Description*) (the "**Service(s)**").
- 2.2 The supply of the Service(s) may include the transmission to the Client of data, report, statistical processing and analysis, - generated and elaborated independently by Borsa Italiana - concerning financial instruments traded on the financial markets managed by Borsa Italiana or publicly available information (hereinafter, the "**Data**").
- 2.3 The Client acknowledges that Borsa Italiana shall have the right to avail itself of third parties for the supply of the Service(s), it being understood that in any case the contractual relationship shall be exclusively between the Client and Borsa Italiana.
- 2.4 The Client is aware of, and accepts the fact that, Borsa Italiana will supply the Data requested by the Client in the Service Form via e-mail containing file in .lst or .xls format.

ARTICLE 3) BORSA ITALIANA'S OBLIGATIONS

3.1 The Service shall be provided to the Client without exclusivity. Borsa Italiana's obligations are obligations of means ("*obbligazioni di mezzi*") and not obligations of result ("*obbligazioni di risultato*").

3.2 Borsa Italiana does not guarantee to the Client - and disclaims any warranties, express or implied, of - the fitness for any particular use or purpose of the Service(s).

3.3 Borsa Italiana shall provide the Service(s) with care and professional accuracy but shall not guarantee that the Service(s) will not be affected by interruptions, suspension delays or anomalies, in whole or in part. However, in case the supply of the Service(s) is affected by the abovementioned shortcomings, Borsa Italiana will make every effort in order to remedy any possible inconvenience.

3.4 Without prejudice to paragraph 3.3, it is understood that if the events under paragraph 3.3 are consequences of technical problems regarding the equipment (hardware, software and network resources) used by the Client, Borsa Italiana shall not be obliged to carry out any relevant action.

3.5 For the purposes of this Article, Borsa Italiana warrants:

- to have all the necessary authorizations to provide the Service(s), if needed;
- to be the owner or to have valid title to use the material and immaterial goods used for the supply of the Service(s), including the Data;
- to have all technology, know-how, qualified staff, necessary and suitable information and technical instruments for the supply of the Service(s);
- that the supply of the Service(s) does not infringe any third parties' intellectual property right.

3.6 Borsa Italiana shall not be under any obligation to check the truth, accuracy or completeness of the Data and information made available to the Client in connection with the supply of the Service(s), and therefore does not guarantee that Data provided with the Services shall be true, accurate and complete.

ARTICLE 4) CLIENT'S OBLIGATIONS

4.1 The Client undertakes:

- a. to independently carry out, at its own expenses, the installation and the maintenance of its own equipment and of any necessary software for the connection to the internet, and for receiving the Service(s).
- b. to use the Service(s) in accordance with the present General Terms and Conditions and the relevant communications received from time to time by Borsa Italiana, and any other provision of any applicable law or regulation;
- c. to allow, upon request, Borsa Italiana, its collaborators, consultants, and in any case any third party indicated by Borsa Italiana, to access its offices, subject to at least thirty (30) calendar days prior notice, in order to examine the use of the Service(s), and to verify the compliance with the obligations undertaken by the Client pursuant to this General Terms and Conditions;
- d. to pay the fees for the supply of the Service(s) pursuant to article 6 of this General Terms and Conditions.

4.2 The Client acknowledges and accepts that the Data provided with the Services do not constitute an investment advice, an offer to sell or a solicitation to invest.

ARTICLE 5) DATA USAGE

5.1 The Client is hereby licenced, for the duration of this Agreement only, to use the Data received by Borsa Italiana under the Service(s) for internal purposes only.

The Client is not allowed to distribute, publish, transfer or make otherwise available to any third parties, for whatsoever reason, directly or indirectly and in any form, all or part of the Data supplied by Borsa Italiana pursuant to the Service(s), nor to use them for creation of any derived data, benchmark, original work, or any product for distribution.

5.2 The Client undertakes:

- (a) to inform, with appropriate means, any of its employees and service providers who have access to the Data that they are forbidden to directly or indirectly redistribute, publish or transfer to third parties, for whatsoever reason, all or part of such Data in any form, and
- (b) to immediately notify Borsa Italiana of any violation of such prohibition that may have come to the Client's knowledge, and of the measures taken *vis-à-vis* the aforesaid persons to punish such violations and to prevent the continuation or repetition thereof;

ARTICLE 6) FEES

6.1 The Client shall pay for the supply of the Service(s) the fees, increased of VAT, indicated in the Service Form. The fees must be paid within thirty (30) days end of month invoice date by bank transfer to the bank account stated in the invoice or direct debit or according to the different procedures communicated by Borsa Italiana.

6.2 In case the Client does not promptly pay the fees and/or any other amount due to Borsa Italiana under this Agreement, and in accordance with the terms provided under this Agreement, late-payment interests shall automatically accrue on the relevant amounts, without the necessity of prior written notice, at an annual rate equal to 3-months EURIBOR increased by 2 percentage points (the applicable EURIBOR rate shall be calculated at the late-payment interests start date).

6.3 In case the non-payment of the fees continues for more than twenty (20) calendar days after the relevant expiry date, Borsa Italiana shall have the right to terminate the Agreement pursuant to article 1456 of Italian Civil Code.

ARTICLE 7) AMENDMENTS

7.1 Borsa Italiana reserves the right to amend at any time:

- (i) these General Terms and Conditions; and/or
- (ii) the pricing structure applicable to the Service(s) and/or
- (iii) the technical, functional, administrative and operative procedures and policies of use of the Service(s) and /or
- (iv) the Service(s)' contents

by sending to the Client a prior written notice at least sixty (60) calendar days before the date of effectiveness of the relevant amendment(s). In the event that the Client considers any such amendment to be unfavorable, it may terminate this Agreement provided that it sends notice of termination *via* registered letter or p.e.c. at least 30 (thirty) calendar days before the date of effectiveness of the amendment(s) communicated by Borsa Italiana. In case the Client does not terminate the agreement, or does not comply with procedures and timing to perform such right of termination, the Service(s) shall continue to be provided in accordance with the General Terms and Conditions or the relevant items as indicated under paragraph 7.1 above, as amended.

7.2 The Parties agree that notices of amendments according to this Article 7 shall be validly given by Borsa Italiana with a communication sent via e-mail to the Client's Contact indicated

in the Service Form. It is the Client's responsibility to promptly inform in writing Borsa Italiana on any substitution of / change in the Client's Contact details, in compliance with article 5 above.

ARTICLE 8) LIABILITY

- 8.1 Borsa Italiana shall be liable for any claim arising from this Agreement only in case of damages which are immediate and direct consequence of Borsa Italiana's non fulfillment of its obligations with willful misconduct ("*dolo*") or gross negligence ("*colpa grave*"). Under no circumstances shall Borsa Italiana be liable to the Client for any loss of profits, business, contracts, anticipated savings, goodwill, revenue, or any indirect, consequential, incidental or punitive loss or damage whatsoever.
- 8.2 To the maximum extent permitted by applicable law, Borsa Italiana's liability to the Client under the Agreement whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the fees paid by the Client under the Service Form with respect to which liability arises.
- 8.3 The Client shall notify to Borsa Italiana each event that can give rise to a claim for compensation, under penalty of forfeiture, no later than ten (10) calendar days from the date in which the Client becomes aware of the event or should have known using the ordinary duty. The notice shall specifically indicate the timing and circumstances in which the damaging event arose and an appraisal of the produced damages. The relevant supporting documentation, even in relation to damages appraisal and relevant claims, shall be sent to Borsa Italiana within twenty (20) calendar days from the aforesaid expiration date. In case of claims for compensation as a consequence of third party actions, Borsa Italiana shall have the right, at its own expenses and with its lawyers or consultants, to take part to every claim, action or proceeding started against the Client; it being understood that no waiver or transaction could be executed without Borsa Italiana's consent.
- 8.4 The Client agrees to indemnify and hold harmless Borsa Italiana from and against any and all liabilities, damages, costs and other losses or expenses (including legal and other professional costs) incurred and/or resulting from any claims of any third parties with respect to Client's breach of any of its representations, warranties or contractual obligations contained in this Agreement and in connection with the Service(s). Nothing in this Agreement shall operate so as to exclude or limit the liability of the Client in any way in respect of fraud or fraudulent misrepresentation; breach of intellectual property rights, confidentiality and data protection obligations or for any other liability which cannot be excluded or limited by law.
- 8.5 The Parties agree that they shall not have any liability for non-fulfilment of the obligations arising from the Agreement in case such non-fulfilment is consequence of causes

which are not ascribable to the unfulfilling party, by way of example, but not limited to, those depending on:

- a) wars, rebellions, terrorist attacks, earthquakes, floods, fires, and other *force majeure* events;
- b) national-wide and local-wide strikes (including company strike);
- c) electrical outages or interruptions and/or malfunctioning in the supply of dedicated data transmission lines pertaining to the computerised and telematics systems set up by Borsa Italiana, also where such events concern third parties used by Borsa Italiana to provide the Service referred to in Article 2.3;
- d) Impediments and obstacles determined by provisions of law or by administrative measures or judicial acts.

ARTICLE 9) DURATION

- 9.1 The Agreement shall come into force on the date of signature of the Client of the Service Form in sign of confirmation and acceptance under lett. h) thereunder and shall terminate when each Party shall have properly fulfilled its own obligation according to the Agreement.
- 9.2 The Agreement shall automatically terminate in case Borsa Italiana terminate to provide the Service(s) by for any reason, including as a consequence of applicable legislative and/or statutory amendments.
- 9.3 The termination of the Agreement shall not prejudice in any way any other right or remedy to which a Party is entitled under this Agreement, or under generally applicable legislative or statutory provisions, and shall not prejudice any of a Party's right or obligation already accrued or arisen at the date of termination.
- 9.4 Termination - for any reason - of the Agreement does not imply the reimbursement to the Client of any fees already paid for the provision of the Service(s), including any fees paid in advance.

ARTICLE 10) TERMINATION

- 10.1 For the purposes and pursuant to article 1456 of the Italian Civil Code, Borsa Italiana shall have the right to terminate the Agreement at any time in case of breach by the Client, even partially, of the obligations set forth in articles 4, 5 and 6 by the Client.

10.2 Upon occurrence of non-fulfilment circumstances as described in the previous paragraph 10.1, Borsa Italiana may send a written notice to the other Party requesting to remedy within fifteen (15) calendar days according to article 1454 of the Italian Civil Code.

ARTICLE 11) CONFIDENTIALITY

The Parties mutually acknowledge that in negotiating, stipulating and performing this Agreement, they may have knowledge of confidential information and they undertake to treat such confidential information as strictly confidential and not to disclose them to third parties, except for companies belonging to the same group, for purposes other than the performance of this Agreement. The aforesaid confidentiality undertaking shall not apply in case of information already in the public domain or that must be revealed in observance of mandatory legislative or regulatory provisions, and shall remain effective for (1) one additional year following the Agreement termination date.

ARTICLE 12) INTELLECTUAL PROPERTY RIGHTS

12.1 Borsa Italiana represents and warrants that the provision of the Service does not infringe any third party Intellectual Property Rights. For the purpose of the Agreement "Intellectual Property Rights" means copyrights, trade secrets, know-how, trademarks, patents, design rights, utility models, trade names and service marks, database rights, moral rights, contract or licensing rights, confidential and/or proprietary information and any other similar rights or interests in intellectual property including registrations, applications, renewals and extensions of such rights, in any case whether arising by registration or operation of law, wherever and whenever arising and including all present and (where capable of present ownership) future rights.

12.2 The Client agrees that the Intellectual Property Rights of whatever nature contained in the Service and the Data shall remain the property of Borsa Italiana or of third parties. Nothing herein shall be interpreted as granting to the Client any right or interest with regard to the Data and the Intellectual Property Rights of Borsa Italiana and of the companies belonging to its Group with the exception of the use of such Data and/or Intellectual Property Rights that would be strictly necessary for the Client to perform its obligation under the Agreement. For the purpose of this Agreement, "Group" includes, with respect to Borsa Italiana, any company which, directly or indirectly, through one or more subsidiaries (i) exercises control over Borsa Italiana, (ii) is controlled by Borsa Italiana or (iii) is subject to common control, direct or indirect, with Borsa Italiana, where the meaning of control is construed according to paragraph 13 of the International Accounting Standards no. 27 (IAS 27).

12.3 The Client undertakes not to infringe (i) Borsa Italiana's and or third parties' property rights over Data, (ii) Borsa Italiana's property rights over trademarks and any other kind of

distinctive sign registered and/or utilised by Borsa Italiana, and (iii) property rights belonging to Borsa Italiana and/or to any third party on the software utilised for the supply of the Service.

12.4 The Client shall not use the trademark Borsa Italiana and any other trademark or name, either registered or not, belonging to any company of its Group without prior written consent of the relevant owner.

ARTICLE 13) TRACEABILITY OF FINANCIAL FLOWS

13.1 Borsa Italiana and the Client assume all obligations regarding the traceability of the financial flows provided by Law 136/2010, as subsequently amended and implemented (the “**Traceability Obligations**”).

13.2 In relation to the payments to be made pursuant to the present Contract, the Client, if it is a public contractor pursuant to decree law no. 50/2016 (Code of public contracts), to ensure the enforcement of Law 136/2010 and subsequent amendments, undertakes to communicate to Borsa Italiana, by the form attached to these Agreement under Annex 2 (*Traceability Obligations*), the identification bidding code (CIG) and, in case, the unique code of project (CUP).

13.3 In particular, in fulfilling the Traceability Obligations, Borsa Italiana will communicate to the Client:

- (i) the bank accounts details to be used, also non exclusively, for the payments to be made by the Client pursuant to the present Agreement;
- (ii) the personal details and the fiscal code of the persons delegated to operate on them, indicating the relevant role and powers, within 7 (seven) days from the creation of the accounts above (or, in case of existing accounts, within 7 (seven) days from their first use in relation to the payments made by the Client).

Any possible amendment of the information indicated in points (i) and (ii) above, will have to be communicated by the Client within seven (7) days from occurrence.

13.4 It being understood that, save for possible derogations and partial exemptions to Law 136/2010, failure to use instruments suitable to permit the full traceability of the financial flows (for instance, bank or post transfer) and the failure to comply with any other Traceability Obligations, are ground to terminate the present Agreement.

13.5 Borsa Italiana undertakes, in particular, to inform the Client and the Prefecture (territorial office of the Government of the province where the Client has its registered office) if it becomes aware of breaches by its contractual counterparties, if any, in relation to the Traceability Obligations.

ARTICLE 14) GENERAL CLAUSES

- 14.1 The invalidity or voidness of one or more provisions of this Agreement shall not imply the invalidity of the remaining provisions, which shall remain fully effective and enforceable.
- 14.2 Neither Party shall have the right to assign the Agreement and the rights and obligations arising from it to any third parties without the prior written consent of the other Party. Borsa Italiana may assign this Agreement and the rights and obligations arising from it to another company within its Group without the Client's consent.
- 14.3 Failure of a Party to enforce any rights under this Agreement shall not be deemed as waiver of such rights.
- 14.4 For the purposes set forth in this Agreement, the Parties' domicile is at the addresses indicated in following paragraph 15.5.
- 14.5 Except what provided under Articles 1 (The Agreement) and 7 (Amendments) Borsa Italiana, every communication or notification to be made pursuant to this Agreement shall be made in writing and delivered by hand (also by courier), or transmitted by registered letter with advice of receipt, or by certified mail (p.e.c.), to the following addresses or to those subsequently indicated in writing in the same manner by each Party to the other:

Borsa Italiana:
Borsa Italiana S.p.A.,
Piazza degli Affari no. 6
20123 Milan (Italy)
PEC: **borsa@pec.borsaitaliana.it**
e-mail: **marketdataEuroTLX@borsaitaliana.it**
FAO: Francesco Martina

Client:

Client's Contact as indicated by the Client in the Service Form.

The communications shall be considered received at the time when they reach the address of the addressee (if made by registered letter, return receipt requested or by priority mail or by courier) or on the date appearing on the acceptance receipt (if made by Certified Mail).

- 14.6 The present Agreement shall be registered only in case of use. The payment of the registration fee shall be charged on the Party which request the registration.

ARTICLE 15) APPLICABLE LAW AND JURISDICTION

The present Agreement is governed by Italian law and any dispute arising between the Parties regarding the stipulation, validity, interpretation, execution, termination and/or non fulfilment of this Agreement shall be under the sole jurisdiction of the Court of Milan.

ARTICLE 16) PRIVACY

16.1 The Parties mutually acknowledge that the applicable provisions of law in the matter of personal data processing (set forth in the Legislative Decree of 30 June 2003 n. 196, as replaced and/or integrated with effect from 25 May 2018, by the EU General Data Protection Regulation No. 679/2016 and the relevant national and international implementing and integrating regulations and orders) apply to information relating to physical persons only.

16.2 At the same time, the Parties undertake to comply with the above provisions of law, as applicable, which they declare to be well aware of, in the event of processing of data relating to physical persons operating in the name and/or in the interest of the Parties, for the purpose of and/or directly or indirectly connected with the performance of the Agreement.

16.3 In this regard, the Client declares that it received the privacy information notice provided by Borsa Italiana according the applicable data protection laws, available at the following link: <https://www.borsaitaliana.it/varie/privacy/privacy.en.htm>. The Client, having read the privacy information notice provided by Borsa Italiana, as data controller, declares to have made it available to its employees and/or officers for the processing of their personal data for the purposes listed therein.

ARTICLE 17) Legislative Decree 231/2001 – Bribery Act – Modern Slavery Act

17.1 As an integral part of the control system and in accordance with Legislative Decree No. 231/2001 on the liability of legal entities, Borsa Italiana has adopted the relevant Organisation, Management and Control Model (hereinafter the "231 Model").

Among the requirements established in order for the 231 Model to be effective is the adoption of a Code of Conduct and a guarantee that all those who operate with company comply with its principles and contents, which are based on fundamental values such as integrity, legality, respect and responsibility. To this end, a copy of the Code of Conduct shall be sent, on request, to the Client and published on the Borsa Italiana website.

17.2 The Client is also required to be familiar with and to observe the relevant United Kingdom legislation UK Bribery Act, which entered into force on 1 July 2011 and UK Modern Slavery Act 2015

. To this end, a copy of the UK Bribery Act and UK Modern Slavery Act shall be sent, on request, to the Client and published on the Borsa Italiana website.

17.3 Failure on the part of the Client or anyone acting on its behalf (such as, by way of example: employees, agents, or sub-suppliers) to comply with any one of the provisions of the said legislation constitutes a serious breach the obligations established by this Agreement and shall entitle Borsa Italiana to assess the appropriate protection measures to adopt, including that of exercising its right to terminate this Agreement as provided by Article 1456 of the Italian Civil Code, without prejudice to its right to compensation for any damages caused.

On behalf of Borsa Italiana S.p.A.

Date:

On behalf of the Client

Date:

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client declares to have read and fully understood, and hereby expressly accepts, the following provisions of the General Terms and Conditions attached hereto:

Art. 3) Borsa Italiana's obligations;

Art. 4) Client's obligations;

Art. 5) Data Usage;

Art. 6) Fees;

Art. 7) Amendments;

Art. 8) Liability;

Art. 9) Duration;

Art. 10) Termination;

Art. 12) Intellectual Property Rights;

Art. 13) Traceability of financial flows;

Art. 14) General clauses;

Art. 15) Applicable law and jurisdiction;

Art. 17) Legislative Decree 231/2001 – Bribery Act – Modern Slavery Act.

On behalf of the Client

Date:

ANNEX 1

Service(s) Description

The report includes some of the following information or derived data for one or more financial instrument type (Bond, Equity, Certificate) traded on Multilateral Trading Facility EuroTLX®. Further, the Client can ask other information not included in the list below and, this other information, it will be specified in the SERVICE FORM in "Data Requested – Internal Usage only"

The report will be delivered in the date specified in the SERVICE FORM in "Delivery Date" or the Client can also ask a number of reports to be delivered with a frequency according to the prevision specified in in the SERVICE FORM in "Delivery Date".

ISIN
CFI
FISN
Description
Issuer
Guarantor
Issue Date
Maturity Date
Minimum Denomination
Minimum Increment
Issue Currency
Trading Currency
Settlement Currency
Outstanding
Start Trading Date
End Trading Date
ACEPI classification
Issue price
ExDividend
Underlying
Listing Market
Trading Market
OptionType
StrikePrice
Barriera
ProtectionLevel_Certificati
Long_Short
Parity
Trading Code
Current Coupon Rate
Liquidity Provider
Liquidity obligations
Close/official prices
Trades information
Orders or quotes
Best bid/ask

Trading Circuit
Product Class
Product Category

ANNEX 2

Traceability Obligations

[on Client's letterhead]

Borsa Italiana S.p.A.
Piazza degli Affari, 6
20123 Milano

Subject: Traceability of Financial Flows

Dear Sirs,

in order to accomplish the obligations provided by article 3 of Law 13th August 2010 no. 136 ("Extraordinary plan against Mafia, and delegation to Government on anti- mafia legislation") as subsequently amended and implemented (hereinafter, "Law no. 136/2010"), the subscriber _____ (legal representative or contractual representative), assuming any greater responsibility on the veracity of the declarations and statements below, on behalf of _____ (Company name and legal form), with registered office in _____ (city), _____ (address), Fiscal Code and VAT no. _____ (hereinafter, the "**Client**"),

DECLARES THAT

the Client is included in the definition of «awarding station» as provided by law decree no. 50/2016 (Code of public contracts), in order to accomplish the obligations provided by Law no. 136/2010 and, consequently, with reference to the existing contractual relationship/s with Borsa Italiana S.p.A..

COMMUNICATES THAT

- the Identification Bidding Code/s (CIG) is/are the following: _____;
- the Unique Project Code/s (CUP), where provided, is/are the following: _____;
- all contractual relationships between the Client and _____ shall be intended integrated with the relevant Identification Bidding Code/s (CIG) and, where applicable, with the relevant Unique Project Code/s (CUP), as well as with the Traceability of Financial Flows provided by the General Terms and Conditions Part I.

(Place, Date)

(Signature of the legal representative or contractual representative)

ANNEX 3

Service Form

ON DEMAND DATA AGREEMENT SERVICE AGREEMENT

Service Form Number:

a) Client's Data

Company Sector of activity

Address ZIP Code City

Prov. Tel. Fax

e-mail VAT Number / Fiscal Code

b) Data for invoicing

Company Sector of activity

Address ZIP Code City

Prov. Tel. Fax

e-mail VAT number / Fiscal Code

Administration manager Name Surname

According to the Law 27th December 2017 no. 205 and the Italian Tax Agency Measure 30 April no. 89757, as subsequently amended and implemented, related to the electronic invoice duty, the Client (residing or based in Italy), communicates that:

- the certified email (posta elettronica certificata or PEC):
_____ or

- the Addressee Code (Codice Destinatario):

in order to receive the electronic invoice by the Interchange System (Sistema di Interscambio or SdI) according to one of the above mentioned systems.

c) Requested Service(s)

Data Requested – Internal Usage only

d) Fees

e) Specific Terms and Conditions

f) Delivery Date

g) Applicable Provisions

As of the date Borsa Italiana receives *via email* - to the email address _____ - copy of this Service Form duly signed by the Client for acceptance, the contractual relationship between the Client and Borsa Italiana shall result in as many separate and independent legal relationships as the Services requested and supplied, and from that date the contractual relationship between the Client and Borsa Italiana shall be governed by this Service Form, by the General Terms and Conditions and the relevant Annexes signed by the Parties on _____

Signed on behalf of Borsa Italiana:

Place [] **Date** [] **Signature** []

Full Name and Qualification of Signatory: []

h) Confirmation

The Service Form is hereby confirmed and accepted.

Signed on behalf of the Client:

Place [] **Date** [] **Signature** []

Full Name and Qualification of Signatory: []