

29/04/2021

# Request for RECONCILIATION Services

This Request for Services, after being duly completed and executed, must be sent in hard copy (and possibly anticipated by e-mail) to:

## **Borsa Italiana S.p.A.**

Piazza degli Affari 6, 20123 Milan

E-mail: [marketdataEuroTLX@borsaitaliana.it](mailto:marketdataEuroTLX@borsaitaliana.it)

## **Client's data**

Company's registered name \_\_\_\_\_ (hereinafter, the "**Client**")

with registered office in \_\_\_\_\_ BIC \_\_\_\_\_ CED \_\_\_\_\_

Address \_\_\_\_\_ ZIP CODE \_\_\_\_\_

VAT Number \_\_\_\_\_ Fiscal code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax number \_\_\_\_\_

Certified e-mail (PEC) \_\_\_\_\_

Name and Surname of the Legal Representative \_\_\_\_\_

## **Data of the Operating Contact**

Name and Surname \_\_\_\_\_

Title \_\_\_\_\_ Address \_\_\_\_\_

ZIP CODE \_\_\_\_\_ Telephone \_\_\_\_\_

Fax number \_\_\_\_\_ Mobile \_\_\_\_\_

e-mail \_\_\_\_\_

## Invoicing data

*(Annex 3 shall be subscribed if the Company in Invoicing data is different from the Company in Client's data)*

Company's registered name \_\_\_\_\_

with registered office in \_\_\_\_\_ Address \_\_\_\_\_

ZIP CODE \_\_\_\_\_ VAT Number \_\_\_\_\_

Fiscal code \_\_\_\_\_ Telephone \_\_\_\_\_

Fax number \_\_\_\_\_ Administrative Contact \_\_\_\_\_

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) is the following:

\_\_\_\_\_ or

- the Addressee Code (Codice Destinatario) is the following:

\_\_\_\_\_

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

By signing this Request for Services, the Client is requesting Borsa Italiana S.p.A.:

## **RECONCILIATION FILE for EuroTLX Market**

The date of activation of the Reconciliation Service will be confirmed by Borsa Italiana S.p.A. in its acceptance notice of the Request:

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### **Service Fee**

The annual fee for the Reconciliation Service is indicated in Annex 1 – Price List.

The above-mentioned fee is subjected to VAT pursuant to the applicable provisions of law.

The amount of the annual fee is invoiced by Borsa Italiana S.p.A. to the Client starting from the date of activation of the agreement in quarterly invoices payable in advance at the beginning of each quarter (January, April, July and October). If the date of activation does not correspond with the beginning of a quarter, the pro rata amount shall be invoiced.

The Client shall pay the above-mentioned amounts within 30 (thirty) days after receipt of the invoice via bank transfer on the following bank account:

### **BORSA ITALIANA S.p.A.,**

Bank: DEUTSCHE BANK S.P.A.

Via San Prospero, 2 – 20121 MILANO

ABI: 03104, CAB: 01600, Bank current account: 000000770111, BIC SWIFT: DEUTITMMIL,

IBAN: IT98Y0310401600000000770111.

### **Process of Personal Data**

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, such as Law No. 101/2018) apply to information relating to physical persons only.

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.

In this regard, the Client declares that it received the privacy information notice provided by Borsa Italiana according the applicable data protection laws and 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.

### **Applicable provisions**

The Client declares to know and understand the characteristics of the Reconciliation Services requested in this Request of Services and described in detail in the MIT 601 document available on Borsa Italiana S.p.A.'s website.

The legal relationship between Borsa Italiana S.p.A. (hereinafter "**Borsa Italiana**") and the Client (hereinafter, the "**Agreement**") in relation to the provision of the Service/s requested by the Client in the Request for Services (hereinafter the "**Service**") is governed by the General Conditions applicable to the Reconciliation Services attached hereto ("**General Conditions**") and the relevant annexes (hereinafter, the "**Annexes**")

- Annex 1\_ Price List;
- Annex 2 Traceability;
- Annex 3 Delegation of payment.

In case of conflict and/or incompatibility, the contents of the Request for Services shall prevail over the contents of the General Conditions and these shall prevail over the Annexes.

In order to finalize this Agreement it is necessary that the Client has accepted this Request of Services by signing it and that has sent it to Borsa Italiana.

The Agreement shall be considered finalised at the time when the Client receives written communication from Borsa Italiana, of the acceptance of the Request for Services as per clause 4.1 of the General Conditions.

**Place**

**Date**

**Signature**

**Name, Surname and Title of the Signatory:**

This Request for Services and the legal relationships deriving therefrom shall be governed, pursuant to Articles 1341 and 1342 of the Italian Civil Code, by the General Conditions and by the relevant Annexes, which the Client declares that he is well aware of and accepts.

- 1) Scope
- 3) Obligations of the Client
- 4) Duration and Termination
- 6) Responsibility
- 9) Governing Law and Arbitration Clause
- 11) Privacy - Legislative Decree 231/2001 – Bribery Act – Modern Slavery Act
- 12) General Clauses

**Place**

**Date**

**Signature**

**Name, Surname and Title of  
the Signatory:**

29/04/2021

# **GENERAL CONDITIONS APPLICABLE TO THE RECONCILIATION SERVICES**

## **1. SCOPE**

1.1 The scope of the Agreement is the supply by Borsa Italiana of the Service described by the Client in the Request for Services, as set out in the service documentation.

1.2 Borsa Italiana may change from time to time the configuration if the Service and/or the technical, functional, administrative and operational modalities for the provision of the Service as a result of modifications or supplements to the regulatory and/or technical provisions of the Italian Supervisory Authority, the Italian and/or foreign markets, the services of Borsa Italiana, the unavailability and/or modification of the systems and equipment provided by third parties, or on the basis of the technical evolution. Borsa Italiana undertakes to notify the Client of the decision to proceed with such modifications or supplements with at least 30 calendar days prior notice with respect to the coming into force of the same, except in the event that the modifications or supplements derive from the need to adjust to provisions of law or regulation. In the presence of modifications or supplements pursuant to this Article 1.2, the Client shall have the right but not the obligation to terminate the agreement by sending a written notice to Borsa Italiana within 5 (five) calendar days after the coming into force of the new modifications or supplements.

1.3 The Client acknowledges and accepts that Borsa Italiana has the right to avail itself of third parties for the provision of the Service, or for the promotions of the execution of agreements having for their subject the Service, it being understood that, in any event the contractual relationship exists exclusively between the Client and Borsa Italiana.

1.4 The Client represents that he executed the agreement for the participation in the markets in relation to which he asked for the provision of the Service and warrants that he is in possession of all the necessary authorizations and/or licences as required by the applicable provisions of law for being able to use the Service.

1.5 The concepts, ideas, *know-how*, techniques, innovations, methodologies developed by Borsa Italiana and its Group Companies (as defined below) during the validity or in relation to this Agreement, as well as the relevant documentation produced are to be considered as the exclusive property of Borsa Italiana and its Group Companies. Borsa Italiana shall maintain title to all the rights, including, should it be the case, the ownership rights on the technological infrastructure, if any, supplied by Borsa Italiana, on the goods and Services, put at disposal of the Client hereunder. For the purpose of this Agreement, "Group Company(ies)" includes, any entity which, directly or indirectly, through one or more subsidiaries (a) exercises control over Borsa Italiana, (b) is controlled by Borsa Italiana or (c) is subject to common control, direct or indirect, with Borsa Italiana, where the meaning of "control" is construed according to Section 13 of the International Accounting Standards No.27 (IAS 27).

1.6 Nothing of what stipulated herein shall be interpreted as granting the Client any right or interest with regard to the trademarks, the services, any design, intellectual or industrial property rights, trade names, signs or slogans or any other distinctive sign of Borsa Italiana or its Group Companies.

## **2. OBLIGATIONS AND SERVICES OF BORSA ITALIANA**

2.1 The Service is provided by Borsa Italiana in compliance with the General Conditions and relevant Annexes.

2.2 Borsa Italiana shall perform the Services expected from it according to the standards of the state of the art and technology with due care and professional diligence and in compliance with the applicable provisions of law and regulation, and in compliance with the service levels set out in the Annexes.

2.3 The Parties acknowledge that the obligations of Borsa Italiana hereunder are obligations of means and not result. Borsa Italiana does not guarantee that the Service will be provided, in full or in part, without interruptions, suspensions, delays or dysfunctions. In case of interruptions, suspensions, delays or dysfunctions, in full or in part, in the provision or use of the Service, Borsa Italiana undertakes to inform the Client as soon as possible. In these events, Borsa Italiana shall use its best efforts doing all that is necessary for the purpose of removing any inconveniences, in order to enable a rapid restoration of the Service.

2.4 For the purpose of the foregoing clauses, Borsa Italiana warrants that:

- a) it is the owner and that it has valid title to the tangible and intangible assets used for the provision of the Service and that said assets are free and clear from claims by third parties;

b) it possesses all the technology, experience, adequately qualified personnel and electronic instruments necessary and suitable for the provision of the Service;

c) it has implemented suitable technical-organizational solutions for the protection of the data and/or documents and information funneled and/or created through the Service, for the purpose of avoiding processing, extractions and/or uses by third parties of such data, documents and information;

d) it has all necessary authorizations for the provision of the Service and, in particular, Borsa Italiana warrants that the Service positively passed Consob's verification, if envisaged;

2.5 The Parties agree that Borsa Italiana is bound to ensure a correct transmission of the data and information received from the Client, without prejudice to the provisions of Article 2.3 above. The Parties mutually acknowledge that Borsa Italiana's obligations do not include any control of the truthfulness, accuracy and completeness of the data and information that is transmitted by the Client through the Service, including a verification of the place of execution.

### **3. OBLIGATIONS OF THE CLIENT**

3.1 The Client acknowledges that the realization of all the necessary activities for the connection of its (hardware and software) equipment to the necessary basic and application hardware and software platforms for using the Service, in compliance with the specifications set out in the Annexes and with what notified by Borsa Italiana from time to time, as well as the maintenance of the above-mentioned equipment shall be its exclusive responsibility, and at its exclusive charge.

3.2 The Client undertakes:

a) to supply data and information required by the applicable provisions of law and by these General Conditions, including the Annexes, in a truthful, complete and correct manner and according to the format provided by the Service;

b) to provide to the immediate correction of data and information sent through the Service, in case of errors or inconsistencies in the data and information transmitted by the Client, or if the Service identifies said errors or inconsistencies in the data and information transmitted by the Client;

c) to inform Borsa Italiana immediately of any interruptions, suspensions, delays or dysfunctions, in full or in part, in the provision and use of the Service, without prejudice to the provision of Article 6.2 below;



- d) not to modify, alter, sublet, market or otherwise transfer to third parties, in whole or in part, for any reason or title whatsoever or remove from the place of installation, the system/s and/or equipment supplied by Borsa Italiana pursuant to the Agreement or remove from the same any distinctive signs. The right to modify, adjust, copy, decompile, reverse engineer, transfer in any manner to third parties, market, or economically exploit in any other way the software products, the systems and/or apparatuses supplied by Borsa Italiana under the Agreement and on the relevant documentation is excluded;
- e) to permit Borsa Italiana's access also to its registered office for the purpose of verifying the status of provision of the Service as well as for the purpose of enabling Borsa Italiana to make all the necessary interventions on the goods and/or equipment used in the provision of the Service;
- f) upon repeal or termination of any Request for Services, to permit Borsa Italiana's access for the purpose of enabling Borsa Italiana to remove any goods and/or equipment relating to the Service;
- g) to implement activities conducive and functional to the supply of the Service under the Request for Services; to respect the ownership rights of Borsa Italiana and of the other lawful holders of rights on the systems and/or apparatuses supplied by Borsa Italiana under the Agreement and on the relevant documentation;
- h) to request Borsa Italiana's consent in writing in case of communications of a commercial nature to third parties, including the Clients and the media, relating to the Service. The Parties shall agree on any common marketing initiatives relating to the Service;
- i) to timely notify Borsa Italiana of any loss of the requirements that are necessary for using the Service, as well as of any changes to the contents of the Request for Services.

3.3 It is understood between the Parties that the Client shall maintain the broadest title to the data and information provided through the Services, subject to the right of Borsa Italiana to use the data and information so provided for any additional services that will be marketed by Borsa Italiana.

3.4 If the service is provided through the web, the user will be assigned, by e-mail, a username and password for accessing the Services, in the number requested in the Request for Services. The username and password are strictly personal and the Client is responsible for their custody and correct use as well as for their wrongful use, regardless of the person or entity performing such wrongful use even if it is the consequence of loss or theft. The Client may access the Services using, for each username and password, one single terminal point and expressly

undertakes not to assign username and password to third parties, not even on a temporary basis. The Client undertakes to notify Borsa Italiana by e-mail of the theft or loss of username and password. The Client shall indemnify and hold Borsa Italiana harmless against any damage or cost suffered by it, including those deriving from actions performed by third parties, in consequence of the Client's default in the performance of the obligations provided under this Agreement.

#### **4. DURATION AND TERMINATION**

4.1 This Agreement has 12 months validity running from the date of activation of the Service indicated in the notice transmitted via e-mail by Borsa Italiana to the Client to the e-mail address indicated in Article 7.1 below or to a different e-mail address notified by the Client to such purpose. The failed use of the Service by the Client for any reason does not cause in any manner the ineffectiveness, invalidity or termination of the Agreement and does not determine a suspension of the obligation for the Client to pay the fees pursuant to Article 5 below.

4.2 Without prejudice to the provisions of Article 4.1 above, the Agreement shall be considered automatically extended from year to year unless it is terminate by written notice to be sent by either Party to the other by registered letter, return receipt requested, or certified e-mail at least 90 (ninety) calendar days prior to the date of expiration of the Agreement.

4.3 Borsa Italiana shall have the right, but not the obligation, to terminate the Agreement according to the modalities provided by Article 1456 of the Italian Civil Code, in the following events:

- a) failure to pay the fees on the established deadlines for a period exceeding 90 (ninety) calendar days;
- b) in case of serious default in the performance of the obligations provided in Article 3 above;
- c) the Client commits an irremediable material breach of any term, warranty, representation made by the same in this Agreement or, in case the breach is remediable, fails to remedy such breach within a period of 10 days after being notified in writing to do so;
- d) if a proceeding under any restructuring or liquidation law is filed by or against the Client or the Client takes any action to authorize any of the foregoing matters.

4.4 The Agreement shall be terminated automatically, with no need for prior notice, in case of (i) termination for any reason of the participation agreement in the markets in relation to which the Client asked for the provision of the Service, or (ii) adjudication in bankruptcy or subjecting of either Party to other insolvency proceedings.

4.5 The suspension of the Client from the negotiations, regardless of the reason why it was enforced, does not determine the automatic termination of this Agreement and does not suspend the Client's obligation to pay the fees for the Service pursuant to Article 5 below.

4.6 The termination of the Agreement pursuant to this Article shall not cause prejudice to any other right or remedy to which either Party is entitled under this Agreement, or pursuant to the provisions of law in general, and shall not cause prejudice to any right or obligation of either Party already arisen and existing on the date of termination.

## **5. FEES**

5.1 As a consideration for the provision of the Service, the Client shall pay Borsa Italiana the fees indicated in Annex 1 within the due dates and according to the procedures provided in the Request of Services.

5.2 Borsa Italiana may change the fees of the Service giving written communication to the Client with 60 (sixty) calendar days prior notice with respect to the date of coming into force of the new fees. Should this be the case, the Client may terminate the Agreement by means of a written notice to Borsa Italiana not later than 15 (fifteen) calendar days after the communication of the change of the fees.

5.3 If the Client does not provide to the payment of the fees within the due dates as indicated in the Request for Services, default interest shall accrue on the relevant amount, with no need for a written warning, at an annual rate equal to EURIBOR at three months increased by 2 percentage points.

5.4 Without prejudice to the right to recover any unduly paid amount through a subsequent independent action, the Client may oppose no objections, even if interruptions or suspensions occur in the provision of the Service, for the purpose of avoiding or delaying the payment of the fees owed to Borsa Italiana.

5.5 In the event of early termination of the Agreement, for any reason, the Client may request the restitution of the share of the fee already paid, if any, in relation to the portion of Service not provided because of the above-mentioned termination.

## **6. RESPONSIBILITY**

6.1 Borsa Italiana's is responsible only for damages of contractual nature exclusively when these represent an immediate direct consequence of behaviours determined by gross negligence or wilful misconduct (*dolo e colpa grave*).

6.2 The Client is bound to notify Borsa Italiana, under penalty of foreclosure, of any claim for damages within 10 (ten) calendar days after the day when the Client learned, or should have learned using the ordinary diligence, of the occurrence of any damaging or harmful events that the Client considers liable to being compensated by Borsa Italiana. The notification shall contain a precise indication of the time and circumstances in which the damaging event occurred, as well as an estimate of the damages caused. The relevant supporting documentation, also regarding the quantification of the damages suffered and the consequences claimed, must be received by Borsa Italiana within 20 (twenty) calendar days running from the expiration of the above-mentioned deadline.

6.3 Except to the responsibility, if any, of Borsa Italiana vis-à-vis the Client, the Client indemnifies and holds Borsa Italiana harmless as of now, against any damage, liability, loss, cost, expense (including reasonable legal expenses), tax, levy or penalty deriving to Borsa Italiana from claims made by third parties relating to the performance of the Agreement, authorizing Borsa Italiana to implead the Client for being guaranteed by it pursuant to Article 106 of the Italian Code of Civil Procedure.

6.4 The Parties agree that no responsibility exists for defaults in the performance of the obligations deriving from the Agreement in the event that such default is originated by causes that are not to be ascribed to the defaulting Party, including, inter alia, but not limited to, those deriving from the loss of business opportunities, loss of clients or data or loss of profits, those depending on wars, riots, terrorist attacks, earthquakes, floods, fires, or other force majeure events, from strikes at a national or local level (including company strikes), from interruptions in the supply of electric power, or interruptions and/or dysfunction in the transportation service of electronic data due to breakdowns of the data transmission lines, when such interruptions and/or dysfunctions are to ascribed exclusively to the conduct of third parties, as well as when such default derives from impediments or obstacles caused by provisions of law or governmental provisions or from governmental measures or acts of a judicial nature.

## **7. NOTICES AND COMMUNICATIONS BETWEEN THE PARTIES**

7.1 Except for the provisions of clause 4.1, any notice or communication relating to the performance of this Agreement shall be made in writing by registered letter, return receipt requested or by courier or certified e-mail to the following addresses, or to those notified by either Party to the other to:

**Client:** to the addresses indicated in the request for Services;

Borsa Italiana: **Borsa Italiana S.p.A.**

Piazza degli Affari 6, 20123 - Milan

E-mail: **marketdataEuroTLX@borsaitaliana.it**

Certified e-mail: **legal-eurotlx@legalmail.it**

7.2 The communications are considered received at the time when they reach the address of the addressee (if made by registered letter, return receipt requested or by courier) or on the date appearing in the receipt of transmission of the e-mail account (if made by certified e-mail). For ordinary correspondence having a technical-operational nature the Parties agree on the use of electronic mail. Should this be the case, any technical-operational communications will be made by the Operating Contact of the Client designated in the Request for Services sent to Borsa Italiana.

## **8. CONFIDENTIALITY**

8.1 Each Party, acknowledging the confidentiality degree of the information and documentation in general relating to the Service, warrants to the other, for the period of duration of the Agreement, as well as after the date of withdrawal, termination or ceasing of effectiveness of the Agreement for any reason, that all information and documentation in general acquired in relation to the Agreement shall be processed in a confidential manner, and that adequate physical and logical security levels shall be used in terms of confidentiality and integrity, for the purpose of preventing unauthorized uses of the infrastructures. It is understood that Borsa Italiana shall be allowed to share the above-mentioned information with its Group Companies and with advisers or auditors, who need to know such information for performing their services.

8.2 Without prejudice to the provisions of Article 3.3 above, the obligation provided in Clause 8.1 above does not prevent the disclosure or dissemination of the above-mentioned data and information to the supervisory, governmental, and/or judicial authorities.

8.3 The Parties may mutually include themselves in the list of their suppliers/clients exclusively after obtaining the written consent given by each Party.

## **9. GOVERNING LAW AND ARBITRATION CLAUSE**

9.1 The Agreement shall be governed by the laws of Italy.

9.2 Any disputes involving the fees hereunder shall be submitted to the exclusive jurisdiction of the Courts of Milan, Italy.

9.3 Any dispute, other than those mentioned in Clause 9.2 above, which should arise between the Parties, related in any manner with this Agreement (including those relating to its interpretation, validity, performance and termination), which it is not possible to settle amicably, shall be submitted to a panel of three arbitrators, one of which will act as chairman, in compliance with the National Arbitration Rules of the National and International Arbitration Chamber in Milan ("Arbitration Chamber"), which the Parties declare to know and fully accept. Each party may appoint one arbitrator, with specific competence in the matter of electronic data processing; the third arbitrator, who will act as Chairman, shall be designated by mutual agreement of the first two arbitrators or, failing an agreement, by the Arbitration Chamber, which will also appoint the second arbitrator if the Party entitled thereto did not provide to his appointment within fifteen days from the appointment of the first arbitrator. The arbitration panel shall have its seat in Milan and shall decide according to law following the procedural rules of the Italian Civil Procedure Code (*secondo diritto in via rituale*).

## **10. TRACEABILITY OF FINANCIAL FLOWS**

10.1 Borsa Italiana and the Client undertake all the obligations in the matter of traceability of the financial flows pursuant to Law No. 136/2010, as amended and implemented ("Traceability Obligations").

10.2 If the Client is included in the definition of «commissioning body/contracting authority» provided by legislative decree no. 50 of 18 April 2016 (Code of Public Contracts) for the purpose of the applicability of the provisions of law pursuant to Article 3 of Law No. 136/2010, as amended, the Client undertakes to notify Borsa Italiana using the form attached to the Agreement of the Tender Identification Code/s *Codice/i Identificativo/i di Gara* (CIG) relating to the payments to be made hereunder and, if provided, of the Single Project Code/s *Codice/i Unico di Progetto* (CUP), if this has not yet been transmitted to Borsa Italiana and unless it is necessary to indicate a new CIG and/or CUP code.

10.3 In particular, in implementation of the Traceability Obligations, Borsa Italiana shall notify the Client of the following:

- (i) the coordinates of the bank accounts to be used, also on a non-exclusive basis, for the payments coming from the Client hereunder;
- (ii) the personal data and fiscal code of the persons authorized to operate on the above-mentioned bank account, with an indication of the role and powers, within 7 (seven) calendar days after the opening of such accounts (or, in case of existing accounts, within 7 (seven) calendar days after their first use in relation to the payments coming from the Client);

(iii) the Client shall be notified of any changes in the information mentioned in paragraphs (i) and (ii) above within 7 (seven) days.

10.4 It is understood that, except for any derogations and partial exemptions from the provisions of Law No. 136/2010, failure to use suitable instruments for enabling the traceability of the financial movements (e.g., bank or postal money transfer) and failure to perform any other Traceability Obligation, represents a cause for the termination of this Agreement.

10.5 Borsa Italiana undertakes to inform the Client and the Prefecture/Territorial Office of the Government of the province where the Client has its registered office, if Borsa Italiana becomes aware of a default by any of its contractual counterparties regarding the performance of the Traceability Obligations.

## **11. PRIVACY - LEGISLATIVE DECREE 231/2001 – BRIBERY ACT – MODERN SLAVERY ACT**

11.1 The Parties agree to process the personal data of the other Party and its employees (in relation to the employees in particular name, surname, email address and location of the company) in full observance of the applicable principles and the rules on the processing of personal data set forth in the Legislative Decree of 30 June 2003 n. 196 (Code for the protection of personal data, the "Code") as replaced and/or integrated with effect from 25 May 2018, by the EU General Data Protection Regulation No. 679/2016 ("GDPR") and the relevant national and international implementing and integrating regulations and orders, and to adopt the appropriate technical and organizational measures to ensure a level of security appropriate to the risk as per art. 32 of the GDPR.

11.2 The Parties mutually acknowledge they have received the privacy information notice provided by applicable data protection laws.

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

11.4 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.

11.5 The Client is also required to be familiar with and to observe the relevant United Kingdom legislation (the 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.

## **12. GENERAL CLAUSES**

12.1 The invalidity or nullity of one or more of the clauses of the General Conditions and of the Annexes shall not negatively affect the validity of the remaining clauses, which will maintain in any event full force and effect.

12.2 Borsa Italiana reserves the right to determine the form and contents of the Service, and, in particular, to change and supplement from time to time the technical, functional, administrative and operational modalities, as well as to amend these General Conditions. Borsa Italiana undertakes to notify the Client of the decision to proceed with such changes or supplements with at least 60 (sixty) calendar days prior notice with respect to the coming into force of the same. Should this be the case, the Client shall have the right, but not the obligations, to terminate the Agreement by means of a written notice sent to Borsa Italiana within the following 30 (thirty) calendar days, it being understood that, failing to terminate the Agreement, the amended General Conditions shall apply to the Client.

12.3 The General Conditions and the Annexes contain the entire discipline of the relationship existing between the Parties in relation to the Agreement contemplated herein and overrides any other understanding previously entered into in this respect between the Parties.

12.4 The Agreement and the rights and obligations deriving herefrom may not be assigned to third parties without the written consent of the other Party. Borsa Italiana may assign to its Group Companies the Agreement and the rights and obligations deriving herefrom without requesting the consent of the Client.

12.5 This Agreement represents the entire agreement between the Parties with reference to its subject matter and replaces all the previous engagements, agreements, promises, proposals, representations, obligations, letters of intents, correspondence, communications from and/or between the Parties, both oral and written, which may be in any way related to the subject matter of this Agreement. Any amendments to this Agreement, waiver or disclaimer of liability



shall be, under penalty of being null and void, expressed in writing and make specific reference to this Agreement.

\* \* \* \* \*