

To
Borsa Italiana S.p.A.
Membership Office
Piazza degli Affari, 6
20123 Milan
Italy

Date:

Re: Borsa Italiana General Conditions, Part I and II (hereinafter, the "Membership Agreement") – Application for sponsored access

The Client _____ a company incorporated in _____
with registered office in _____ MemberID _____
in person of its legal representative (hereinafter, the "**Client**" or the "**Member**")

WHEREAS

- a) The Member is a member of the markets managed and organized by Borsa Italiana where it is possible to access directly through sponsored access;
- b) The Member is interested to offer sponsored access to the markets of Borsa Italiana, in accordance with Directive 2014/65/EU (MIFID2) and Regulations 600/2014/EU and 596/2014/EU, to allow its customers (hereinafter, the "**Sponsored Customer/s**") to access directly the trading platform of Borsa Italiana through the Member *ad hoc* dedicated access codes, as foreseen for each markets in the Rules of the markets managed and organized by Borsa Italiana, in the ATFund Rules, in the SeDeX Rules, in the Euronext Growth Milan Rules and in the ExtraMOT Rules (hereinafter, jointly, the "**Rules**") that are integral part of this Application. In accordance with this way of access, the orders entered by the Sponsored Customers to the markets do not pass through the Member's technological infrastructure but are transmitted into the markets directly via the systems selected by the Sponsored Customers;
- c) The Member is willing to allow the Sponsored Customer to provide access to their own clients through sub-delegation arrangements;
- d) In the light of the above, the Member

APPLIES FOR

the sponsored access for the Sponsored Customer indicated below, requesting through the Member Portal one or more specific access codes (CompID) dedicated to the Sponsored Customer and its delegate(s), if any, in order to segregate the trading activity of that customer, to be able to manage the cancellation of the orders transmitted to the markets and the suspension of the sponsored access's trading activity.

Corporate Name of the Sponsored Customer: _____

Registered Office of the Sponsored Customer: _____

If **EU Firm** please confirm if (select the applicable option):

authorised to provide trading services. Please, specify the name of the Competent National Authority that granted the authorisation:

covered by the exemption as per Article 2(1) of MiFID II. Please, indicate the specific exemption: _____;

not authorised to provide trading services and it declares that the trading services are exempt as per Article 4-*terdecies* TUF.

If **non-EU Firm** please confirm if (select the applicable option):

falling within the same categories of EU entities that benefit from the exemptions under art. 2(1), MiFID II. Please, indicate the specific exemption: _____;

not authorised to provide trading services and it declares that the trading services are exempt as per Article 4-*terdecies* TUF

authorised to provide trading services in its own Country, where Borsa is authorised to operate according to art. 70 TUF

LEI Code: _____

The sponsored access is requested for the following markets [tick the appropriate box(es)]:

- Euronext Milan (EXM)
- Euronext MIV Milan (MIV)
- Electronic bond Market (MOT)
- Electronic securitised derivatives Market (SEDEX)
- ETFPlus Market
- ExtraMOT Market
- Euronext Growth Milan
- ATFund Market

Applicable provisions

1.1 From the time the Member receives the e-mail from Borsa Italiana with confirmation of receipt of the Application and an invitation to complete the necessary information on the Member Portal, dealings between the Member and Borsa Italiana in relation to the sponsored access on the specified market indicated above, shall be governed by the related Rules and by this Application.

1.2 This Application is strictly related to the Membership Agreement that governs the provision of the trading services between Borsa Italiana and the Member and therefore this Application ceases in case of termination, for any reason, of the Membership Agreement.

1.3 The Membership Agreement between Borsa Italiana and the Member remains fully valid, in force and not modified in relation to the provision of the trading services in the markets managed and organized by Borsa Italiana. The contractual provisions of the Membership Agreement apply *mutatis mutandis* also in relation to the sponsored access and to the present Application.

1.4 By signing this Application the Member declares and warrants:

- a) to have verified the suitability of the Sponsored Customer on the basis of a satisfactory due diligence in accordance with Regulation EU 589/2017 ("RTS6") taking into account the nature, scale, and complexity of the expected trading and is not aware that the provision of sponsored access to the Sponsored Customer violates any laws or regulations in the relevant jurisdiction and that - before having allowed sub-delegation by any of its Sponsored Customer - it has satisfactorily assessed that each such Sponsored Customer has a due diligence framework in place that is at least equivalent to the one set out under RTS6;

- b) that the Sponsored Customer and its delegate(s), if any, comply with the participation requirements foreseen in the Rules related to the market for which the sponsored access is requested;
- c) to have implemented systems and procedures in order to monitor in real time the orders flow of the Sponsored Customer and of its delegate(s), if any, sent through the specific access code and the related trades executed into the market and to be able to identify the different order flows from the Sponsored Customer and from any of its delegate(s), if any;
- d) to have in place appropriate procedures and measures in order to proceed with the massive cancellation of unexecuted orders entered by the Sponsored Customer and of its delegate(s), if any, in case of suspension or disconnection of the Sponsored Customer or any of its delegate(s) from the market, or in case the Member loses control of the trading activity of the Sponsored Customer and its delegate(s), if any, or in case of disconnection of the Member from the market;
- e) to have in place a formal agreement with the Sponsored Customer and that the Sponsor's Customers have in place appropriate agreements with their delegate(s) in relation to the sponsored access under which the Sponsored Customer and its delegate(s) accept the relevant Rules;
- f) that the Sponsored Customer has implemented all the necessary measures to prevent unauthorised use of, or access to, Borsa Italiana's markets infrastructure, or data and information entered or made available therein and to guarantee that the orders transmitted have not been generated by unauthorised sources or activities;
- g) that the software used for the sponsored access has obtained the conformance certification of the software (the so called conformance test) - issued by Borsa Italiana in accordance with the Trading Manual - before starting to use the systems and before any subsequent substantial update or modification of such systems or of the trading platform;
- h) to verify on a continuous basis the suitability of the Sponsored Customer in relation to the sponsored access and the compliance with the participation requirements foreseen in the Rules related to the market for which the sponsored access is requested, including *inter alia* the training of the staff authorized to request the deletion of orders entered through the access code dedicated to the Sponsored Customer;
- i) to immediately cease the sponsored access for the specific Sponsored Customer in case the Sponsored Customer no longer complies with the requirements of continuous eligibility and inform Borsa Italiana accordingly;

- j) to provide, through the Member Portal, the name of the contact person for the Information Technology function for the operations of the Sponsored Customer, available during market hours and the names of persons authorized to request to Borsa Italiana the deletion of the orders entered by the Sponsored Customer. When requesting order deletion the authorized person shall communicate to Borsa Italiana the access code (CompID) through which the orders have been sent;
- k) the delegation agreement between the Sponsored Customer and the delegate(s) allows the Member to have access to the information related to their delegated client's trading activities for the express purpose of enabling the Member to provide information to the competent authority of Borsa Italiana;
- l) the Member shall procure compliance by the Sponsored Customers' delegates with the provisions of letters from (h) to (j) above.

1.5 Considering the above, the Member accepts:

- a) to be fully responsible for all the obligations and liabilities arising from the trading activity performed on the markets managed and organized by Borsa Italiana by the Sponsored Customer indicated in this Application and its delegate(s), if any, through the sponsored access (i.e. entering, deletion, execution of orders). The Sponsored Customer and its delegate(s) are not part of the Membership Agreement and have no direct relationship with Borsa Italiana in relation to the sponsored access provided under this Application. Without prejudice to any liability that Borsa Italiana may have to the Member, the Member, as per article 8.3 of the General Conditions Part I of the Membership Agreement, shall hereby hold harmless Borsa Italiana, in the event of claims for damages consequent upon actions by the Sponsored Customer and by its delegate(s). Member shall authorize Borsa Italiana to file a third-party claim against it pursuant to Article 106 of the Italian Code of Civil Procedure;
- b) to be fully responsible for ensuring compliance with the provisions of articles 13, 15 and 17 of RTS6 concerning respectively automated surveillance to detect market manipulation, pre-trade controls and post-trade controls with regard to the trading activities of its Sponsored Customer and of the Sponsored Customers' delegate(s), if any;
- c) to provide promptly to Borsa Italiana any information in relation to the Sponsored Customer that could have an impact on the participation requirements foreseen in the Rules;
- d) to provide to Borsa Italiana, upon request, detailed information on measures, controls and procedures implemented on the activities performed in relation to the sponsored access;

e) to communicate to Borsa Italiana, through Member Portal, any modification of the information communicated as per paragraph 1.4, letter j;

f) to request to Borsa Italiana, through Member Portal, the deletion of the access codes (CompID) jointly with the communication of termination of the sponsored access;

g) that Borsa Italiana could immediately suspend or terminate the sponsored access for the specific Sponsored Customer or delegate(s), if any, in case of breach by that Sponsored Customer or by its delegate(s) of rules and obligations related to the sponsored access foreseen in the Rules or in this Application.

1.6 Borsa Italiana warrants to:

- a) maintain strictly confidential the information on this Application including the name of the Sponsored Customer, the contact person for the Information Technology function and the names of the persons authorized to request to Borsa Italiana the deletion of the orders sent to the markets;
- b) to provide to the Member, upon request, a drop copy that permits to control in real time the trading activity undertaken on the markets via sponsored access;
- c) to communicate the acceptance or the rejection of this Application to the Member providing, in case of acceptance, the date of activation of the sponsored access for the Sponsored Customer indicated above and for each access code.

1.7 This Application is governed by, and constructed in accordance with Italian law as per article 15 of the General Conditions Part I of the Membership Agreement. Any dispute in relation to the present Application is resolved in accordance with art. 14 of the General Conditions Part I of the Membership Agreement.

The Member

In accordance with articles 1341 e 1342 of the Italian civil code, Member expressly accepts article 1.4 letter l) (undertaking to procure performance by the delegates), article 1.5 letter a) (limitation of liability and indemnity), article 1.5, letter g) (right of withdrawal and suspension of execution) and art. 1.7 (governing law and dispute resolution).

The Member
