

25/01/2023

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):

- Derivatives Market – IDEM:
 - IDEM Equity Segment
 - IDEX Segment
 - AGREX Segment

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.

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 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);

(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