



# **A) General Conditions for accessing the Service complete of annexes**

## **Request for BIt – LoL service for Markets, as below indicated, managed by Borsa Italiana S.p.A.**

By signing this Request for BIt – LoL Service the Client requests Borsa Italiana S.p.A. for the BIt – LoL Service as well as the access codes to the Service for the subjects whose qualification and data are set out in paragraph B) below, with reference to the following markets:

- Mercato telematico dei securitised derivatives (SeDeX)
- Mercato telematico delle obbligazioni (MOT)
- Mercato ExtraMOT
- Mercato EuroTLX (Cert-X)
- Mercato EuroTLX (Bond-X)

**A) DATA OF THE CLIENT**

Company.....

Group to which the Company belongs\*.....

Registered office address.....

ZIP Code ..... City ..... District..... Country.....

VAT number..... Fiscal Identification Code .....

Lei Code.....

Phone..... Fax .....

E-mail (for communications having technical operational nature) .....

Name and surname of Legal Representative.....

Phone\* ..... E-mail .....

Office vested within the Company .....

(\*) The data marked with an asterisk are optional

**B) QUALIFIED USERS**

- The Client declares that he has already signed a contract for the Bit – LoL Service for \_\_\_\_\_ market and requires to extend the operability of the users already enabled for the Bit – LoL service of the herein indicated market to the market/s indicated above (at page 1 of the Request) of the Bit – LoL service, with the same user privileges and the same access codes.
- In addition [or in alternative] to the users of the previous point, the Client requires the activation of the users with the data and qualification reported below.

**❖ User**

- Authorizing User**
- Operating User**
- Standard User**

Name and Surname .....

(Mobile) Phone..... Phone (Office) .....

Fax ..... E-mail .....

Office vested within the Company. ....

**❖ User**

- Authorizing User**
- Operating User**
- Standard User**

Name and Surname .....

(Mobile) Phone..... Phone (Office) .....

Fax ..... E-mail .....

Office vested within the Company. ....

**❖ User**

- Authorizing User**
- Operating User**
- Standard User**

Name and Surname .....

(Mobile) Phone..... Phone (Office) .....

Fax ..... E-mail .....

Office vested within the Company. ....

❖ **User**

**Authorizing User**

**Operating User**

**Standard User**

Name and Surname .....

(Mobile) Phone..... Phone (Office) .....

Fax ..... E-mail .....

Office vested within the Company. ....

❖ **User**

**Authorizing User**

**Operating User**

**Standard User**

Name and Surname .....

(Mobile) Phone..... Phone (Office) .....

Fax ..... E-mail .....

Office vested within the Company. ....

**C) SENDING OF APPLICATION\***

The application is effective only if validly approved by....[insert number] of the authorizing Users listed in section B) above.

The application is effective if submitted by Standard Users listed in section B) above.

**\* Lett c) is only applicable to the Sedex market**

**D) TREATMENT OF PERSONAL DATA (NOTICE AND CONSENT PURSUANT TO ARTICLE 13 OF LEGISLATIVE DECREE NO. 196/2003)**

The Client declares to have read the privacy information notice provided by applicable data protection laws (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).

The privacy policy of Borsa Italiana S.p.A. is available at the following link

**<https://www.borsaitaliana.it/varie/privacy/privacy.en.htm>**.

**E) APPLICABLE RULES AND REGULATIONS**

This Request for BIt – LoL Service is governed by the General Conditions of Supply of BIt – LoL Service, as supplemented by the Operating Guide for Issuers, as well as by the Rules of the Markets organised and managed by Borsa Italiana S.p.A., which the Client declares he knows and accepts. In the event of conflict and/or incompatibility, even if deriving from amendments occurred at a later date, the content of the Rules shall prevail over the content of the General Conditions and these shall prevail over the Guide.

\_\_\_\_\_  
(Name and surname)

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
(Signature of Legal Representative)

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
Borsa Italiana S.p.A. for acceptance

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Client expressly accepts the following provisions of the General Conditions: Article 2 (Operating instructions for the BIt – LoL Service), Article 3 (Obligations and warranties of the Parties), Article 4 (Identification of the Client, Communications and Instructions), Article 5 (Duration of the Agreement and Termination right), Article 8 (Liability), Article 11 (General Provisions) and Article 12 (Governing Law and Jurisdiction).

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(Name e surname)

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(Place and Date)

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(Signature of Legal Representative)

This Request for the BIt – LoL Service, duly completed and executed, must be sent by ordinary mail in two hard copies (possibly anticipated via e-mail for the markets MOT, Extramot and Eurotlx to **fixedincomelol@borsaitaliana.it**, while for the market Sedex to **sedex@borsaitaliana.it** - for Cert-X to **certx@borsaitaliana.it**) to:

BORSA ITALIANA S.p.A.  
Piazza degli Affari, 6 Milano (MI)  
Tel +39 02 72426427

## General Conditions of Supply of the BIt – LoL Service / Listing Sponsor (March 2021 edition)

### 1. OBJECT

- 1.1.** The Service “BIt – Listing On Line” (hereinafter, the “BIt – LoL Service”) permits to handle in electronic mode, by connecting to the site <https://bitservices.borsaitaliana.it/prd> (hereinafter, the “Site”), the sending and storing of documents and information provided by the Rules of Markets organised and managed by Borsa Italiana S.p.A. in force for the time being (hereinafter, the “Rules”) relating to the admission to the listing of debt financial instruments and/or covered warrant and/or certificates, for the/s Market/s specified in the Request and described in the relevant Rules.
- 1.2.** The BIt – LoL Service might be required by any issuer of debt instruments or any specialist appointed by the issuer or any Listing Sponsor (where applicable), as defined in the Rules (hereinafter, the “Client”) (jointly with Borsa Italiana, the “Parties”).
- 1.3.** The legal relationship between Borsa Italiana and the Client (hereinafter, the “Agreement”) is governed by these General Conditions of Supply of the BIt – LoL Service (hereinafter, the “General Conditions”) and the Operating Guide for Issuers (hereinafter, the “Guide”), which may be found on the Site of Borsa Italiana S.p.A..
- 1.4.** In the event of conflict and/or incompatibility, including if deriving from amendments occurred at a later date, the content of the Rules shall prevail over the content of the General Conditions and these shall prevail over the Guide.
- 1.5.** After the execution of this Agreement, Borsa Italiana shall send

the Client, according to the procedure set out in Article 6 below, an appropriate notice containing an indication of the day from which the BIt – LoL Service will be provided to the Client, as well as how the access codes made up of the user ID and password (hereinafter the “Codes”).

- 1.6.** The BIt – LoL Service is the exclusive property of Borsa Italiana.

### 2. OPERATING INSTRUCTIONS FOR THE BIT – LOL SERVICE

- 2.1.** The Client undertakes to avail itself of the BIt – LoL Service exclusively through the users listed in the Request (hereinafter referred to as the “Users”) and guarantees that such users are competent, with an adequate level of responsibility and are subjects provided with the necessary powers, within the limits of the respective competences, for the presentation of the documents and information requested by Borsa Italiana in compliance with the provisions of Article 1.1. above.
- 2.2.** The replacement of the Users shall be notified by the Client by sending to Borsa Italiana a Request for the Admission of New Users, duly authorised by a subject provided with the necessary powers. The above-mentioned notice shall be effective, subject to the technical controls of compatibility with the system and effective as of the date mutually agreed between the Parties.
- 2.3.** The Client shall be responsible for the safekeeping and correct use of the Codes and shall be responsible for their wrongful use, irrespective of the subject operating such wrongful use, including if it is the consequence of loss or theft.

**2.4.** In the event of loss and/or theft of the Codes, or if the Client has a founded fear of believing that third parties may have become aware of the Codes, the Client undertakes to promptly ask Borsa Italiana to disable the same, by sending an e-mail to the address mentioned in Article 6 below. After the report of loss and/or theft Borsa Italiana shall disable the lost or stolen Codes and send the Client new ones.

**2.5.** The Client declares he is familiar with the utilization procedures of BIt – LoL Service in its current configuration as better described in the Guide, and acknowledges, declaring its consent, that the access and utilization procedures of the BIt – LoL Service may be amended, at any time, by Borsa Italiana for the purpose of adjusting the same to the Rules, as well as for meeting efficiency and security requirements. Without prejudice to the following Article 11.3 in relation to the amendments to these General Conditions, Borsa Italiana shall notify the Client of new access procedures to the BIt – LoL Service as well as any possible amendment to the Guide, by certified e-mail sent to the address shown in Article 6 below. Such changes shall become effective as of the date indicated in the above-mentioned e-mail. The notices shall be sent, except in events of urgency, with at least ten (10) calendar days prior notice during which the Client shall be entitled to withdraw the Agreement by written notice to Borsa Italiana made pursuant to Article 6 below.

**2.6.** In case of the use of the BIt – LoL Service couldn't be possible for any reasons whatsoever, the Client undertakes, for the purpose of promptly performing the provisions of the applicable laws and the Rules,

to send the documentation listed in Article 1.1 above in paper format, according to the procedure set out in Article 6 below.

**2.7.** The Client acknowledges that Borsa Italiana is entitled to avail itself, for the management of the BIt – LoL Service, of third subjects, it being understood that, in any event the contractual relationship exists exclusively between the Client and Borsa Italiana.

**2.8.** Borsa Italiana has the right, but not the obligation, to suspend or interrupt the electronic connection to the BIt – LoL Service or the operativeness of an individual Client or its Users at any time, due to reasons related to the efficiency and security of the Service, giving adequate prior notice, if possible, by certified e-mail sent to the address indicated in Article 6 below.

### **3. OBLIGATIONS AND WARRANTIES OF THE PARTIES**

#### **3.1.** The Client undertakes:

- i) to configure its terminal independently, at its expenses and to install on the same the necessary hardware and/or software for enabling the access to the BIt – LoL Service, in compliance with the provisions of the Guide;
- ii) to keep diligently the Codes assigned and permit their use only to the Users;
- iii) to promptly ask Borsa Italiana to disable the Codes and attribute new Codes according to the provisions of Article 2 above;
- iv) to check, within three (3) days after the receipt of the Codes, that the information inserted by Borsa Italiana on the Site is correct and, if it is

- v) not correct, amend it where it possible;
- v) to timely notify Borsa Italiana of any variation of the data contained in the Request;
- vi) to ask for the possible update of the information that may be exclusively viewed through an e-mail to be sent to the address shown in Article 6 below;
- vii) to provide the data and information requested by the applicable provisions of law, the Rules and/or which is necessary in order to use the BIT – LoL Service in a timely, truthful, complete and correct manner;
- viii) to acknowledge as its own any communication made or instruction given by the Users through the BIT – LoL Service and indemnify and hold Borsa Italiana harmless from any liability in the event of use of the Codes assigned to the Client, by unauthorized subjects, in compliance with the provisions of Article 2.3;
- ix) to respect the intellectual property rights of Borsa Italiana on the trademarks registered or used by it, as well as the property rights of Borsa Italiana or third suppliers on the software programs used for the operation of the BIT – LoL Service;
- x) to timely notify Borsa Italiana of the loss of the necessary requirements for availing itself of the BIT – LoL Service;
- xi) to timely satisfy the requests expressed by Borsa Italiana, in the exercise of its duties as manager of the BIT – LoL Service, with reference to

data, information or documents to be transmitted to the same;

### 3.2. Borsa Italiana warrants that:

- i) it is the owner or that it has valid title to the tangible and intangible assets utilized for the management of the BIT – LoL Service and that said assets are free and clear from any liens and claims advanced by third parties;
- ii) it possesses all the technology, experience, adequately qualified personnel and the necessary electronic processing instruments suitable for managing the BIT – LoL Service;
- iii) it is the owner of the BIT – LoL Service, holding all the relevant rights;
- iv) it has all the necessary authorizations for managing the BIT – LoL Service.

## 4. IDENTIFICATION OF THE CLIENT, COMMUNICATIONS AND INSTRUCTIONS

**4.1.** In order to perform the transactions and implement the instructions received from the Client, Borsa Italiana shall check exclusively the compliance of the Codes. Borsa Italiana is not required, therefore, to make any assessment with regard to the identification and qualification of the subjects, which have notified information, sent in requests or given instructions through the BIT – LoL Service.

**4.2.** The Client authorizes Borsa Italiana as of now to record, on a continuing basis and without prior notice, the contacts occurred between the Parties through the electronic network. Evidence of the transactions executed by the Client, as well as any other communication sent through the BIT – LoL Service shall be validly provided by the



recordings of the electronic connections executed by Borsa Italiana.

- 4.3.** The BIT – LoL Service supplies, upon appropriate interrogation by the Users, information relating to the Client and the transactions carried out by the Client.
- 4.4.** The BIT – LoL Service enables the Client to acquire evidence of all the information available on the Site.

## 5. DURATION OF THE AGREEMENT AND TERMINATION RIGHT

- 5.1.** This Agreement is for an indefinite period of time.
- 5.2.** Each Party is granted the right to withdraw the agreement at any time, by giving a thirty (30) calendar days prior notice to be notified in writing according to the procedure set out in Article 6 below. In case the Client decides to execute its termination right, it shall confirm, in the written notice indicated above, that on the date the termination will be effective (i) there will be no listed financial instrument issued by the Client according to the Rules neither any valid program for the issuing by the Client of financial instruments on the same MTF or Market and that (ii) the Client has completely ceased to be a Listing Sponsor (where applicable). Borsa Italiana hereby reserves itself the right, and the Client does fully acknowledge and accept this right of Borsa Italiana, to verify the truthfulness of such representations of the Client and – in case such representations are false or incorrect – consider the present Agreement fully valid and in place until the actual absence of any financial instrument listed on that market according to the Rules, as well as any emission programmes, or has ceased to carry out the activity of Listing

Sponsor in its entirety (where applicable).

- 5.3.** The extended continued omitted use by the Client of the BIT – LoL Service, for a period exceeding one (1) year entails the right for Borsa Italiana to disable the Codes, subject to the prior sending of an appropriate communication by certified e-mail to the address shown in Article 6 below and, consequently, the Agreement shall cease being effective.

## 6. COMMUNICATIONS BETWEEN THE PARTIES

- 6.1.** Any communication between the Parties, which cannot be made through the BIT – LoL Service, shall be made in writing, by registered letter or by certified email address (PEC), anticipated via e-mail to the following addresses:

- for the Client: to the PEC address and fax number indicated in the Request, as amended by the Client from time to time;
- for Borsa Italiana S.p.A.:  
UfficioSecurised Derivatives  
Listing – Markets  
Piazza degli Affari 6, 20123  
Milano (fax n. +39 02  
72426351), PEC:  
[fixedincome@pec.borsaitaliana.it](mailto:fixedincome@pec.borsaitaliana.it)
- e-mail:
  - for the markets MOT, Extramot and Eurotlx to [fixedincomelol@borsaitaliana.it](mailto:fixedincomelol@borsaitaliana.it),
  - for the market Sedex to [sedex@borsaitaliana.it](mailto:sedex@borsaitaliana.it)
  - for Cert-X to [certx@borsaitaliana.it](mailto:certx@borsaitaliana.it)

- 6.2.** The notices and 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

courier or mail service) or on the date resulting from the transmission receipt of the phone (if made by fax). As regards ordinary communications having a technical-operational nature, the Parties accept the use of electronic mail to the following addresses:

- for the Client: to the e-mail address indicated in the Request, as amended by the Client from time to time;
- for Borsa Italiana e-mail:
  - for the markets MOT, Extramot and Eurotlx to [fixedincomelol@borsaitaliana.it](mailto:fixedincomelol@borsaitaliana.it),
  - for the market Sedex to - [sedex@borsaitaliana.it](mailto:sedex@borsaitaliana.it)
  - for Cert-X to [certx@borsaitaliana.it](mailto:certx@borsaitaliana.it)

## 7. FEE

**7.1.** The fee provided for the BIT – LoL Service is included in the listing fees that the Clients pays to Borsa Italiana pursuant to the Rules.

## 8. LIABILITY

**8.1.** Borsa Italiana is liable for damages of a contractual and extra-contractual nature exclusively when these represent the immediate direct consequence of behaviours determined by gross negligence and wilful misconduct and limited to the damages predictable as of the date of execution of this Agreement. The Parties mutually acknowledge that no compensation or indemnity obligation will exist for defaults deriving from force majeure or events that are outside the control of Borsa Italiana, such as, by way of example and not limited to, wars, riots, acts of terrorism, natural disasters (Acts of God), strikes, or interruptions in the supply of electric power and/or telecommunications,

when such interruptions are to be ascribed exclusively to behaviours of third parties.

9. The Client is bound to send to Borsa Italiana, according to the procedure provided in Article 6 above, a notice – under penalty of lapse, within ten (10) calendar days after the day it learned, or should have learned of the damage event by using the ordinary diligence – relating to the **occurrence** of damage events, which the Client considered indemnifiable by Borsa Italiana. The notice shall contain a precise indication of the time and circumstances in which the damage event occurred, as well as an estimate of the damages caused. The relevant supporting evidencing documentation, also regarding the quantification of the damages suffered and consequent claims, must be received by Borsa Italiana, within twenty (20) calendar days after expiration of the above-mentioned term.

## CONFIDENTIALITY OBLIGATIONS

**9.1.** Each Party, having acknowledged the confidentiality degree of the information and documentation in general relating to the BIT – LoL Service, guarantees to the other, for the period of duration of this Agreement, as well as for one year after the date of rescission, termination or discontinuation of the effectiveness of the Agreement for any reason whatsoever, that all information and documentation in general acquired in relation to the performance of the Agreement, shall be used in a confidential manner.

**9.2.** The obligation provided in clause 9.1 above does not prevent the disclosure or dissemination of the above-mentioned data and information by Borsa Italiana, as well as the disclosure of the same in fulfilment of provisions of law or

following explicit request, to governmental and/or judicial authorities.

**9.3.** The Client authorizes Borsa Italiana to transfer the data inserted by the Client on the Bit-LoL Service to any CSD with which Borsa Italiana has established specific agreements with the purpose of the admission of the financial instruments to the services offered by the CSDs, if the Client fills in the relevant fields as established in the Guide.

## 10. INTELLECTUAL PROPERTY RIGHTS

**10.1.** The trademarks AGREX, BIT CLUB, BIT SYSTEMS, BORSA ITALIANA, BORSA ITALIANA ITALIAN STOCK EXCHANGE, BORSA VIRTUALE, BORSAM@T, BTS, , CITY FOR GOOD, DDM, E, ELITE, ELITE CONNECT, ELITE GROWTH, ETFPLUS, ETF-PLUS, ETF PLUS, EUROMOT, EuroTLX, EXTRAMOT, ExtraMOT PRO3, IDEM-THE ITALIAN DERIVATIVES MARKET, IDEX, MAC, MIB, MIB 30, MIBTEL, MIDEX, MINIFIB, MIV, MOT, MTA, MTF, NIS, SEDEX, STAR, STAR SEGMENTO, as well as the logo of Borsa Italiana Group, are the property of Borsa Italiana. The above-mentioned trademarks, as well as any additional trademarks owned by Borsa Italiana Group, may not be utilized without the prior written consent of the company member of Borsa Italiana Group that is the owner of the trademark.

**10.2.** The Client acknowledges that the layout and content of the Internet site of Borsa Italiana [www.borsaitaliana.it](http://www.borsaitaliana.it) and the Site, including by way of example and not limited to, all the data, information, communications, contents, software, photos, videos, graphs, music, drawings, sounds, procedures for the

acquisition and processing of the data and in general any material and service present therein, unless otherwise indicated, are the exclusive property of Borsa Italiana and are protected pursuant to the copyright laws and the laws on industrial property right.

## 11. General Provisions

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

**11.2.** These General Conditions represent all the covenants governing the Bit - LoL Service and cancel and override any preceding agreements, as well as any oral or written communications, exchanged prior to the conclusion of the Agreement.

**11.3.** These General Conditions can be amended and/or modified by Borsa Italiana, which undertakes to communicate these amendments and/or modifications by way of a written notice to be sent to the Client, in accordance with the provisions under Article 6, at least ten (10) calendar days in advance, and during this period the Client will have the right to terminate the Agreement by sending a written communication to Borsa Italiana pursuant to the preceding Article 6.

**11.4.** This Agreement and/or the rights and obligations deriving herefrom may not be assigned by the Parties to third parties. The Client authorizes Borsa Italiana as of now, to assign the Agreement and/or the rights and obligations deriving herefrom as a consequence of merger transactions of Borsa Italiana with another subject or assignment of the business segment, which comprises the Bit - LoL Service. In these events Borsa Italiana shall

notify the Client thereof with an adequate prior notice, according to the procedures set out in Article 6 above.

**11.5.** In the event of merger of the Client with another subject or assignment of the business segment comprising the BIT – LoL Service, the Client undertakes to notify Borsa Italiana, with at least thirty (30) calendar days prior notice, of the term starting from which the merger or assignment shall be effective with respect to the Agreement. The Client shall remain liable – with effect also for the absorbing entity, for the subject resulting from the merger or the assignee – for the delay incurred in notifying Borsa Italiana of this information, including for the event in which such delay entails that Borsa Italiana must suspend the Client, the absorbing entity, the subject resulting from the merger and/or the assignee, for the time that will be necessary for carrying out the fulfilments falling under its responsibility. It is understood that Borsa Italiana will be entitled to terminate the present Agreement, in accordance to the provisions set forth under Article 5, in case Borsa Italiana considers that the BIT – LoL Service cannot be provided to the legal entity resulting from the merger or to the assignee.

**11.6.** The omitted exercise or delay in exercising one or more of the rights pertaining to one Party under the Agreement may not be considered as a waiver of the exercise of such rights.

**11.7.** The text in the English language of the Request, the General Conditions and the Guide represent a translation of the version in the Italian language. It is understood that in the event of conflict between the two versions, the Italian version shall prevail.

**12.1.** This Agreement shall be governed by the laws of Italy.

**12.2.** Subject to the mutual covenant to continue in the performance of this Agreement, the Parties undertake to try and solve any problems they will encounter through formal notices and during bilateral meetings aimed at identifying possible solutions.

**12.3.** Notwithstanding what provided under the Rules, any disputes that should arise in relation to this Agreement, including those relating to its validity, interpretation, performance and termination shall be submitted to the exclusive jurisdiction of the Court of Milan, Italy.

## **12. GOVERNING LAW AND JURISDICTION**