

General Terms Part II

Connection Services for Service Providers

1. – Definitions

1.1 Service Providers: shall mean persons to whom one or more issuing company or intermediaries participating in Monte Titoli services may entrust with the management of specific operational functions concerning the participation in Monte Titoli Notary Services, central maintenance service and related services in accordance to a specific operative mandate to be drafted according to the model provided by Monte Titoli.

1.2 “A2A Member”: shall mean an entity requesting to Monte Titoli for enabling a telematic connection to allow a participant to the Service X-TRM and to the Settlement System to submit instructions within the scope of such services.

2. –MT-X Connection Service

2.1 Monte Titoli shall supply to Service Providers the MT-X Connection Service (hereinafter, the Service) which allows to participants to Monte Titoli’s services to communicate each other according to provisions set out in subsequent clauses.

2.2 Monte Titoli shall supply the Service and shall be responsible for correctly providing it but shall not be responsible for obligations coming from the mandate between the above mentioned participants and Service Providers.

2.3 The Service Provider shall authorize Monte Titoli to transmit and receive Monte Titoli Centro Applicativo’s messages through MT-X Connection Service according to Service Manual which Service Provider declares to know and accept.

2.4 The Service Provider shall take care users identification codes (User e password) and digital certificates and shall not communicate or give them to third parties permanently or temporally. In case users identification codes are lost or stolen, Service Provider must immediately

communicate it to Monte Titoli's Security Office at n. 0233635 284-351 with confirmation via e-mail to the address indicated by the Security Office.

2.5 In case of using HTTPS standards, the Service Provider declares to be duly authorized to the complete and correct communication of personal data of the authorized persons using digital certificates according to privacy law and regulations.

2.6 The Service Provider shall use digital certificates only for MT-X connection service.

2.8 The Service Provider shall communicate by email the receiving from Monte Titoli of users identification codes (User e password) or of digital certificates for the connection to MT-X connection service. The live date for users identification codes or digital certificates shall be effective within 3 (three) working days following the email received by Monte Titoli from Service Provider. Monte Titoli shall communicate the Client the live date by an email.

3. – MT-A2A Connection Service

3.1 Monte Titoli shall supply A2A Member with the MT-A2A Connection Service which allows to participants to Monte Titoli's services to communicate each other according to provisions set out in subsequent clauses.

3.2 The participation to the MT-A2A Connection requires the participation to the MT-X Connection Service. Taking into account the size of the transactions too, the Client can select by Participation Documentation two different networks in order to participate to the MT-A2A Service:

- access by public network or
- access by dedicated network.

3.3 In order to participate to MT-A2A Connection Service the Client shall successfully test the MT-A2A connection service according to terms and conditions defined by Monte Titoli.

3.4 Monte Titoli shall supply the Service and shall be responsible for correctly providing it but shall not be responsible for obligations coming from the mandate between the above mentioned participants and Service Providers.

3.bis – Telematic Connection SWIFT

3bis.1 Monte Titoli shall enable Service Providers to make use of the telematic connection SWIFT (hereinafter, the Service), which allows the transmission of communications among participants to the services managed by Monte Titoli in accordance with the terms and conditions set out hereinafter.

3bis.2 The participation to the telematic connection SWIFT requires the participation, on a continuous basis, by the Service Provider to the accounts Central Maintenance Service in the capacity of Intermediary, and therefore the participation to the CUG Monte Titoli. The Service Provider shall also participate into the SWIFT data carrier, in accordance to the terms and manner specified by SWIFT.

3.3 The Service Provider undertakes to conduct acceptance tests in accordance with the terms and manners set out by Monte Titoli and acknowledges and accepts that the supply is subject to the successful outcome of such tests.

3.4 The Client acknowledges and accepts that the obligations of Monte Titoli under this contract consist solely of providing the configurations necessary to the supply of SWIFT net, for the purpose of operating Monte Titoli services; hence, Monte Titoli may be held liable exclusively in connection with such operation, remaining unrelated with respect to the mandate relationships between the above mentioned participants and Service Providers, as well as to the relationships between SWIFT and Service Providers.

3.5 The Service Provider undertakes to make Monte Titoli reach, via CLIMP platform, the acceptance of the mandate granted to it by the participants and consequently to provide the necessary configurations, according to the Service Manual. The Service Provider acknowledges and accepts that the conferment of the quality Service Provider for the SWIFT Net resulting from any new mandate is subject to the acceptance from the Service Provider of such mandates and to the fulfilment of such configurations.

4. Obligations of the Service Provider

4.1 The Service Provider undertakes to maintain at any time an organizational structure committed to the activities related to the services set forth in paragraph 2, 3 e 3-bis above (hereinafter "Services") that is appropriate to the amount of activity performed, having appropriate professional qualification and having an operating timetable compatible with the one of the Services, as well as to adopt the technical and infrastructural requirements, specified by Monte Titoli in the Service Manual according to the type of activity.

4.2. The Service Provider undertakes to appoint a contact person for the relationships with Monte Titoli which must be available during the Services operating time and having knowledge

of the rules regulating Monte Titoli's services. The name of the contact person shall be indicated in the Request for Services.

4.3 The Service Provider declares to have in place technologically advanced IT tools compatible with the Service and a business continuity and disaster recovery plan suitable to grant to Monte Titoli's participants the confidentiality and integrity of the information maintained and the continuity of the Service.

4.4 The Service Provider undertakes to allow Monte Titoli or third parties authorized by Monte Titoli, to carry out the verification of the compliance of the requirements set forth in this contracts and Service Regulations either at the Service Provider's or its outsources' premises.

4.5 The agreement, between the Service Provider and the participant to Monte Titoli on behalf of which it acts, shall also disclose whether the Service Provider in turn avails itself of any third party to perform all or parts of the services it provides to the participant as well as the obligations related to the performing of verification activities in accordance to the previous paragraph 4.4.

4.6 In case Monte Titoli requires to do so as a consequence of technical problems or of any risk to the ordinary operation of the system or of the services provided by Monte Titoli, the Service Provider undertakes, by following any instruction of Monte Titoli in this respect, to suspend the participant's access to the system without any delay.

4.7 the Service Provider acknowledges and accepts that Monte Titoli might retain the right to limit the number of participants that the service provider can connect to the system of Monte Titoli through the services (i) in the event of technical problems or risks affecting a significant number of participants connected by the service provider and / or (ii) if the Service Provider is not able to modify its systems to make them compatible the Monte Titoli system as with updated and modified from time to time. To such purpose, the service provider undertakes to promptly identify, upon Monte Titoli request, the participant which should be disconnected.

4.8 the Service Provider accepts to be liable for the filing of the relevant sections of the Participation Documentation in a truthful, complete and accurate way as well as to update promptly such data by informing Monte Titoli of any amendments to such data.

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