Request for Services - Monte Titoli

| **Client data** | |
| --- | --- |
| Company name: Click here to enter text. (hereinafter, the “Client”) | |
| VAT number: Click here to enter text. | Tax code:Click here to enter text. |
| Address: Click here to enter text. | |
|  | |
| ABI code:Click here to enter text. | BIC code:Click here to enter text. |
| LEI code: Click here to enter text. |  |
| **Legal Representative** | |
| Name: Click here to enter text. | Surname:Click here to enter text. |
| Position held in the Company: Click here to enter text. | |

By signing this Request for Services, the Client applies to Monte Titoli S.p.A. (hereinafter, the “**Supplier**”) to use the following Service(s):

## Issuers Services

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| Notary Service  Corporate Events Support Service  FIS/CPA Service  Service for the Identification of Financial Instrument Holders  *The client who requires access to the Notary Service has access to all the services listed above*  RCC Service for Issuers |

## Intermediaries Service

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| Central Maintenance Service  Corporate Events Support Service  Service for the Management of Financial Instruments Through Links with Other Central Securities Depositories  *The Client who requests access to the Central Maintenance Service has access to all the services listed above*  RCC Service Intermediary  FIS /CPA Service  Tax Services  X-TRM Service  Settlement Service  *The client who requires the Settlement Service has also to require the X-TRM service*  Foreign Settlement Service |

According to the admission procedure described hereinafter select the interested boxes:

The Client indicates the Legal Representative as **Contract Representative**

The Client indicates the following person as **Contract Representative**:

|  |  |
| --- | --- |
| Name Click here to enter text. | Surname Click here to enter text. |
| Address Click here to enter text. | CAP Click here to enter text. |
| Phone Click here to enter text. | Email Click here to enter text. |
| Signature of the Contract Representative | |
| Name Click here to enter text. | Surname Click here to enter text. |
| Address Click here to enter text. | CAP Click here to enter text. |
| Phone Click here to enter text. | Email Click here to enter text. |
| Signature of the Contract Representative | |

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 concerning the supply of the Service requested.

The Contract Representative shall also have the power to delegate to other persons – in the limits provided by the Supplier – his managing powers, except for the power of withdrawal and activation of new Services.

In addition, the Client:

indicates the Legal Representative as **User Administrator**

indicates the following person as **User Administrator**:

|  |  |
| --- | --- |
| Name Click here to enter text. | Surname Click here to enter text. |
| Address Click here to enter text. | CAP Click here to enter text. |
| Phone Click here to enter text. | Email Click here to enter text. |

In order to manage the access to the web tool MonteTitoli4U.

The Client will communicate the substitution of the Contract Representative or the User Administrator using the form available on the Supplier’s website.

## Applicable provisions

Each Service, as requested above or as subsequently requested also by sending a specific request also electronically with a simple electronic signature, will give life - following the Acceptance of the Supplier by sending a written communication to the Customer - to many legal relationships, separate and independent from each other, how many services are requested and provided.

From the moment in which the Client receives the written acceptance from the Supplier, the relations between the Client and the Supplier are regulated by the provisions of the General Conditions and related Annexes prearranged by the Service Supplier, to the extent that they are as applicable.

Following the Acceptance, the Service Supplier sends the access codes (userID and password) to the MonteTitoli4U portal to the aforementioned Contractual Administrator User inviting him to complete the participation documentation.

The Client accepts that the Service Supplier, in cases of urgency or unavailability of the reserved area of the website of the Service Supplier, may envisage the adhesion and the variation of the Participation Documentation with paper form. In this case the Client undertakes to provide maximum cooperation and to comply with the technical instructions given by the Service Supplier.

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.

The Parties mutually acknowledge that the current legislation on privacy (Legislative Decree No. 196/2003 as amended by European Union Regulation No. 2016/679) applies only to personal data.

The Client declares to have read and understood the information on the processing of personal data published on the website of the Supplier at [About](file:///\\lseg.stockex.local\ita-shares\Legal\LA\Post%20Trade%20&%20Institutional\CC&G\Membership\Contratto%20Clienti\VERSIONI%20VIGENTI\inglese\About) us/Legal Data/Privacy.

The Client, having read the privacy information provided by the Supplier as the data controller, declares to have made available to the Contract Representative and its employees and / or agents whose personal data are indicated in this document Service Request or in the reserved area of the website of the Supplier, the privacy information.

The Client declares that the signature below is also to be the specimen signature of the Legal Representative.

This Request for Services is accompanied by the following documentation:

* **Document ID** of the User Administrator

This Request for Services, duly filled in and signed, shall be sent by mail together with the annexes, to: [mdm@pec.montetitoli.it](mailto:mdm@pec.montetitoli.it)

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| --- |
| (Place and date) |
| (Signature of the Legal Representative) |

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client expressly accepts:

- the following provision of the **CSD Rules**: Art. 10 (Procedure for verifying breaches), Art. 11 (Suspension procedures), Art. 12 (Exclusion procedures), Art. 13 (Review of measures), Art. 17 (Requirements for Service Providers), Art. 20 (Reconciliation measures), Art. 21 (Account statement of the Issuer), Art. 23 (Exclusion of financial instruments), Art. 24 (Limitations to registrations and withdrawals), Art. 27 (Maintaining accounts as intermediaries), Art. 58 (Characteristics of the Settlement Service), Art. 59 (Categories of Participants and methods of participation), Art. 60 (Prerequisites for access to the Settlement Service) ;

- 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. 2.9 (Notary Service), Art. 4.8 (Corporate Events Support Service), Art. 4.4 (Corporate Events Support Service), Art. 5.3 (Service for the Management of Financial Instruments Through Links with Other Central Securities Depositories), Art. 5.4 (Service for the Management of Financial Instruments Through Links with Other Central Securities Depositories), Art. 7.6 (Tax Services), Art. 8.5 (FIS/CPA Service), Art. 9.7 (RCC Service), Art. 9.8 (RCC Service), Art. 10.3 (Settlement Service), Art. 10.5 (Settlement Service), Art. 10.8 (Settlement Service), Art. 11.3 (Foreign Settlement Service), Art. 13 (Obligations of the Client of the Services), Art. 14 (Liability), Art. 15 (Right of Retention).

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| (Place and date) |
| (Signature of the Legal Representative) |