

29/04/2021

Registration form to access Member Portal

a) Client data

Company _____

Registered office (Country) _____

Address _____ Post code _____

VAT number _____ Tax code _____

ABI code _____ CED code _____

First name and Family name of the Legal Representative _____

Telephone _____ Mobile _____

e-mail _____

b) Data protection

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 User represents that it has read and understood the Privacy Policy published on the Borsa Italiana website at the link: <http://www.borsaitaliana.it/varie/privacy/privacy.en.htm>.

The User, having read the Privacy Policy provided by Borsa Italiana as data controller, declares to have made available to the Representative/s and to its employees and/or officers whose personal data are provided herein or within the reserved area available through the Borsa Italiana's website, the Privacy Policy.

c) Enabling the Representatives under the Contract

The User requires the enabling, via attribution of the Codes, of the following individual/s (it may be indicated even the same Legal Representative)

- ***Representative under the Contract:***

First name and Family name _____

Position held in the company _____

Telephone _____ Mobile _____

e-mail _____

hereby appointing him/them as Representative/s for the exercise of the indicated prerogatives/functions under the General Conditions. The replacement and/or the supplement of the Representative/s under the Contract will be made by the Legal Representative of the User at the time of the replacement/supplement, via communication to be made through the format available on Borsa Italiana's website.

d) Applicable conditions

This Registration Form to access Member Portal shall be subject to the General Conditions of the Member Portal attached therein.

(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 Civil Code, the User expressly accepts the following provisions of the General Conditions of the Member Portal: Art. 2. (Operating procedures of the Member Portal), Art. 3. (User's Obligations), Art. 4. (Identification of the User, communications and instructions), Art. 5.3. (Withdrawal), Art. 8. (Grounds of exclusion of liability – Force majeure), Art.11. (Applicable law, disputes, jurisdiction clause).

(Place and date)

(Signature of the legal representative)

(First name and Family name)

General Conditions to access Member Portal

1. Subject

- 1.1. The subject of these General Conditions is to give the User the right to access the Member Portal for the purpose of the online management of the declarations (hereinafter 'Notifications') concerning the settlement agreements entered into with the Intermediaries admitted to trading pursuant to article 3.1.3 paragraph 4, of the Rules of the markets organised and managed by Borsa Italiana, pursuant to art. 1100 of the ExtraMOT Market Rules and/or pursuant to art. 1100 of the AIM Italia membership Rules and/or pursuant to art. 1100 of the ATFund market Rules and/or pursuant to art. 1100 of the SeDeX market Rules and/or pursuant to art. 3.7 of the EuroTLX market Rules and following amendments and additions.
- 1.2. Member Portal shall be entered by using the Registration Form to access the Member Portal (hereinafter the 'Registration Form') and shall be governed by these General Conditions (hereinafter, together with the Registration Form, the 'Contract').
- 1.3. Should the Member Portal not be available for any whatsoever reason, the Parties undertake to follow the procedures indicated under article 7.
- 1.4. The User undertakes to use the Member Portal exclusively through his Representative/s under the Contract as indicated in the Registration Form.

2. Operating instructions of the Member Portal

- 2.1. The User shall be responsible for the safekeeping and correct use of username and *password* to access the Member Portal (hereinafter, the 'Codes') sent by Borsa Italiana (hereinafter 'the Company' also), and shall be liable for any improper use thereof by any person, even where resulting from loss or theft, and for any consequences arising from the unauthorised use of such Codes.
- 2.2. In the event of loss or theft of the Codes, or where the User has good reason to suspect that third parties know the Codes, the User undertakes to promptly notify the Company via e-mail to the addresses provided under article 7.
- 2.3. Following a notice as per paragraph 2.2., the Company shall hold off the lost or stolen Codes and shall send to the User new Codes as soon as possible.

- 2.4. The *password* to access the Member Portal may be changed by the User at any time, following the procedures available on the Member Portal.
- 2.5. Borsa Italiana has the discretion to suspend or interrupt the access to the Member Portal, or the operations of a single User for reasons concerning the efficiency and the security of the portal, at any time, by giving notice in advance, where possible.
- 2.6. The User acknowledges that Borsa Italiana has the discretion to subcontract the supply of the Member Portal to third parties, appointed at discretion of Borsa Italiana. It is however agreed and understood by the Parties that the contractual relationship shall be solely between the User and the Company.

3. User's Obligations

3.1. The User undertakes to:

- i) configure its own computer and install the software necessary for the connection to the Internet and for the connection to the Member Portal, autonomously and at its own expense;
- ii) diligently safeguard the Codes he has been provided with and permit their use only to the Representative/s under the Contract duly appointed;
- iii) promptly request to Borsa Italiana to disable the Codes and to provide the new Codes pursuant to Article 2;
- iv) truthfully, fully, fairly disclose the requested data and information;
- v) recognise as its own any communication or instruction sent through the Member Portal by the Representative/s under the Contract, and to hold Borsa Italiana harmless from all and any liabilities in the event that one or more communications or instructions are sent by non-authorised persons using the Codes provided to the Client;
- vi) promptly notify Borsa Italiana of any change of information included in the Registration Form.

4. User's identification, Communications and Instructions

- 4.1. To proceed with the operations and instructions received from the User, Borsa Italiana shall only verify that the Codes conform. Borsa Italiana is therefore not obliged to make any verifications with regard to the identification or legitimation of the persons who send information, formulate requests or give instructions through the Member Portal.

5. Duration and Option to withdraw

- 5.1. The Contract is a open-ended contract.
- 5.2. The efficacy of the Contract is subject to Borsa Italiana receiving the Registration Form duly signed by the User and subject to Borsa Italiana sending the Codes to the User.
- 5.3. Either Party may withdraw from the contract for the use of the Member Portal at any time, giving 30 (thirty) days notice via registered letter to be sent to the address indicated under article 7.

6. Amendments to the general conditions of the Member Portal

- 6.1. Borsa Italiana reserves the right to amend or supplement the provisions of these General Conditions of the Member Portal.
- 6.2. These amendments shall be communicated by Borsa Italiana to the User via their web site with a minimum 15 (fifteen) calendar days notice prior to the day such amendments have effect. In such a notice the Company sets the time limit within which the User may have the right to withdraw from the Contract. In any event such time limit shall not be less than 10 (ten) calendar days running from the day the notice is sent.

7. Communications between the Parties

- 7.1. The sending of Notifications shall be carried out via the Member Portal and shall have full validity. Alternatively, where such portal is not available or it is necessary to send paper-based documentation, the following addresses shall be used:
 - for the Client: the address of the registered office and the email address indicated on the Registration Form;
 - for Borsa Italiana: Membership Office, Piazza degli Affari 6, 20123 Milan (e-mail: membership@borsaitaliana.it).
- 7.2. Communications sent as per General Conditions shall be deemed to have been acknowledged by the receiver at the time of being received and have efficacy by the same date or, in alternative, by the later date indicated in the communication.

8. Grounds for exclusion of liability – Force majeure

- 8.1. Borsa Italiana shall be liable for contractual and extra-contractual losses solely and only where such losses are the immediate and direct consequence of wilful misconduct or gross negligence and limited to the damage foreseeable at the date the Contract has

been signed. The Parties mutually acknowledge that there will be no obligation to compensate or indemnify the non defaulting Party for non-performance due to force majeure or for events falling beyond the Borsa Italiana's control, such as, by way of example but not limited thereto, wars, riots, acts of terrorism, natural disasters, strikes or interruptions to the electricity supply and/or to the telecommunications where such interruptions are attributable exclusively to the conduct of third parties.

9. Privacy and Confidentiality agreements

- 9.1. The Parties agree to process the personal data of the other Party and its employees in full observance of the applicable principles and the rules on the processing of personal data set forth in the Legislative Decree of 30 June 2003 n. 196 (Code for the protection of personal data, the "Code") as replaced and/or integrated with effect from 25 May 2018, by the EU General Data Protection Regulation No. 679/2016 ("GDPR") and the relevant national and international implementing and integrating regulations and orders, and to adopt the appropriate technical and organizational measures to ensure a level of security appropriate to the risk as per art. 32 of the GDPR.
- 9.2. The Parties shall take appropriate precautions in order to guarantee that the information handled in the context of the Member Portal are kept confidential.

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, ETFPLUS, ETF-PLUS, ETF PLUS, EUROMOT, EXTRAMOT, ExtraMOT PROlink, EUROTLX, IDEM-THE ITALIAN DERIVATIVES MARKET, IDEX, MAC, MIB, MIB 30, MIBTEL, MIDEX, MINIFIB, MIV, MOT, MTA, MTF, NIS, SEDEX, STAR, STAR SEGMENTO TITOLI CON ALTI REQUISITI are owned by Borsa Italiana. The above trademarks and any other trademark owned by Borsa Italiana or by the Group cannot be used without the prior written consent of the respective owner for each single use.
- 10.2 For the purpose of clause 10.1 "Group" means all the companies that, with respect to a party, directly or indirectly, through one or more subsidiaries (i) exercises control over that party, (ii) is controlled by that party or (iii) is subject to common control, direct or indirect, with that party, where the meaning of control is construed according to paragraph 13 of the IAS 27 Consolidated and Separate Financial Statements..

11. Applicable law, disputes and jurisdiction clause

- 11.1 This Contract is governed by the Italian law.

- 11.2 The User and Borsa Italiana shall try to solve the possible issues arising from and in connection with the Contract by way of formal letter of protests and through bilateral meetings to identify possible available solutions.
- 11.3 Any dispute arising between Borsa Italiana and the User shall be decided by a tribunal of three (3) arbitrators. The party commencing the arbitration shall notify in writing the other party, in accordance with the provisions of art. 810, paragraph 1, Italian Civil Procedural Code, a document containing the declaration whereby such party manifests his intention to start the arbitration, indicates the matter under dispute and the designation of the arbitrator appointed by him. Within twenty (20) days running from such a notification, the other Party shall designate his arbitrator observing the same above indicated procedure; failing the designation of the arbitrator, art. 810 paragraph 2 Italian Civil Procedural Code applies. Within the following 20 (twenty) days running from the notification to the party commencing the arbitration of the document containing the designation of the second arbitrator, the arbitrators so designated shall designate a third arbitrator with functions of President of the arbitration tribunal. In case of protracted delay and/or if an agreement cannot be reached within the time limit referred to above, the more diligent Party may apply before the Court of Milan for the designation of the second and/or of the third arbitrator. For the substitution of the arbitrators, same rules, as those prescribed for their designation, shall apply. The arbitration shall be commenced within and not later than the expiration of the thirtieth day (30) starting from the day the Arbitration Tribunal has been designated in its entirety (*termine di decadenza*).
- 11.4 The arbitration is in Milan, in the place indicated by the President of the arbitration tribunal. However, the arbitration tribunal may decide to hold the meetings anywhere else within the territory of the Italian Republic. The arbitration is ritual (*rituale*) and decided pursuant to the Italian law. The award shall be issued within ninety (90) calendar days running from the day the President of the Arbitration Tribunal has accepted the designation. Such time limit of ninety (90) days may be extended for a maximum of additional ninety (90) days, only where the Tribunal deem it necessary to appoint surveyors to settle technical issues. The award shall indicate and provide for the amount in respect of both procedural costs/expenses and the fees of the arbitrators. The language of the arbitration is the Italian language.
- 11.5 It is understood and agreed that either Party may apply for the deposit and the enforcement of the award in accordance with the relevant articles of the Italian Civil Procedural Code. The award may be appealed for violation of the rules of law pertaining to the merit of the dispute pursuant to art. 829, paragraph 3, Italian Civil Procedural Code.

11.6 In relation to what is not explicitly stated in the present article, art. 806 and the following relevant articles of the Italian Civil Procedural Code apply.