MTS SpA

Membership Portal Application Form

(March 2021 edition)

Corporate Name (hereinafter, "**Participant**")	
Belonging to (name of Group)	
Registered office in (Country)	
Address (incl. Post code)	
Telephone	
Company Number [VAT No/Tax Code]	
Legal Entity Identifier (LEI)	
Entity Type	☐ EU Credit Institution authorized to provide trading services and activities ☐ Non- EU Credit Institution authorized in Italy to provide trading services and activities ☐ EU Investment Firm authorized to provide trading services and activities ☐ Non-EU country company authorized in Italy to provide trading services and activities ☐ Multilateral development banks having as their members one or more EU Member States, such as the European Investment Bank ☐ Entities referred to in Article 4-terdecies, paragraph 1, letter d, point 2 of the T.U.F ☐ monetary authorities, central banks, government entities responsible for managing the public debt, other entities with similar functions in the European Union or non-EU countries ☐ Companies authorized by the competent Authority of an European Union or non-EU country to carry out collective management of savings activities (asset managers); ☐ insurance companies authorized to carry out insurance business activity pursuant to the laws of European Union and non-EU countries; ☐ Central Counterparties authorised or recognised in accordance with the EU Regulation No. 648/2012 (EMIR);

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First name and surname of Legal Representative	
Position held in the Company by Legal Representative	

By signing this Application form, the Participant applies to MTS S.p.A. (hereinafter, "MTS") to use the following Service(s) [tick the appropriate box(es)]:

☐ **MTS Italy**

- ☐ Cash Segment
- ☐ Repo Segment

☐ **BondVision Europe MTF**

- ☐ Cash Segment
- ☐ GCM Segment

☐ **Cash Domestic MTF**

☐ **EBM MTF**

☐ **MTS Depo**

The Participant undertakes to inform MTS in writing and or via the Membership Portal, without delay, of any changes of the details provided in this request (the "**Application**") and/or on the Portal.

The Participant hereby requests the relevant access codes (userID and password) for accessing the MTS members portal ("**MTS Membership Portal**") to be sent to the following person/s (the name of the legal representative may also be indicated):

First name and Surname (hereinafter, the "**Contract Representative**"):	
Address:	
Postcode:	
Telephone:	
Mobile:	
Email:	
Position held in the Company:	
First name and Surname (hereinafter, the "**Contract Representative**"):	

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Address:	
Postcode:	
Telephone:	
Mobile:	
Email:	
Position held in the Company:	

appointing him/her/them as its representative/s for all the Services requested by the Participant 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 MTS – 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 a Legal Representative by a Legal Representative of the Participant by using the form to be provided by MTS.

Applicable Provision

The definitions provided in the Terms and Conditions and in the Membership Documentation as a whole, shall apply also to this Application.

Once the Participant receives from MTS the written confirmation of receipt of this Application together with a) an invitation to complete the relevant sections of the Portal and b) the codes (userID and password) for accessing the Portal, the relationship between the Participant and MTS shall be governed by this Application, the Terms and Conditions and the relevant Schedules, including also the Rules, the MTS GUI Licence terms and conditions, where relevant, and the Fee Schedule (hereinafter all together referred to as “Membership Documentation”). Participant acceptance to participate on the relevant market shall be effective and binding as of the date MTS, upon successful completion of the membership process, accepts this Application by way of a writtten communication to be sent via its Client Servcies Notices.

Where there is a conflict between any of: i) this Application; ii) the Terms and Conditions; and iii) any Schedule(s), the prevailing terms shall be those contained in the following documents in prevailing order:

a. This Application (including the Privacy Policy and the contents of the Portal);
b. The Rules;
c. The Terms and Conditions;

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d. The other Schedules different from the Rules;

e. The Technical Specifications.

Participant agrees that, by accessing the MTS Market via the MTS front-end GUI, it will be subject to the GUI licence terms and conditions available at https://www.mtsmarkets.com/resources/membership-general-terms-and-conditions .

Financial traceability (if applicable)

1) MTS and the Participant assume all obligations regarding the traceability of the financial flows provided by Law 136/2010, as subsequently amended and implemented (the "Traceability Obligations").
2) The Participant, if it is a "awarding station" pursuant to the legislative decree no. 50 of 18 April 2016 and subsequent amendments, to ensure the enforcement of Article 3 of Law 136/2010 and subsequent amendments, undertakes to communicate to MTS the identification bidding code (CIG) and, in case, the unique code of project (CUP) if not already sent to MTS and where it is unnecessary to indicate new CIG and/or CUP codes.
3) In particular, in fulfilling the Traceability Obligations, MTS will communicate to the Participant:
   i) the bank accounts details to be used, also non exclusively, for the payments to be made by the Participant pursuant to the present application;
   ii) the personal details and the fiscal code of the persons delegated to operate on them, indicating the relevant role and powers, within 7 (seven) days from the creation of the accounts above or, in case of existing accounts, within 7 (seven) days from their first use in relation to the payments made by the Participant.
4) Any possible amendment of the information indicated in points (i) and (ii) above, will have to be communicated by the Participant within 7 (seven) days from occurrence. MTS undertakes, in particular, to inform the Participant and the Prefecture/Territorial office of the Government of the province where the Participant has its registered office) if it becomes aware of breaches by its contractual counterparties, if any, in relation to the Traceability Obligations.

Data Protection

Both parties acknowledge that the applicable law on data protection (legislative decree No. 196/2003, as subsequently replaced and/or integrated and the EU General Data Protection Regulation No 679/2016) shall apply only to the personal data.

The Participant represents that it has read and understood the Privacy Policy published on the MTS website at the link: https://www.mtsmarkets.com/mts-home/privacy-and-cookies-policy .

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The Participant, having read the Privacy Policy provided by MTS 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 Membership Portal, the Privacy Policy.

Additionaly, the Participant declares to have obtained the consent of its Contract Representative/s and its employees and/or officers to the processing of their personal data for the marketing purposes outlined below, save for their right to subsequently object to the processing of their personal data by sending a communication to the address indicated in the Privacy Policy.

☐ consent is given to the receipt of marketing and promotional communications relating to products and services of MTS

☐ consent is given to the delivery of marketing and promotional communications relating to the products and services of the companies belonging to same group MTS is belongin to, to which such personal data will be communicated.

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The Participant confirms that it has read and understood the Membership Documentation and that it has had an opportunity to discuss the same with MTS. By executing this Application form, the Participant, hereby unequivocally agrees to be bound by the terms of the Membership Documentation.

The Participant declares that the information given in this Application form is true and correct.

Name and Surname:	
Authorised Signature of the Legal Representative:	
Place and Date:	

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

- The following provisions of the **Terms and Conditions**: art. 3 (Obligations and performance of MTS); art. 4 (Obligations of the Participant); art. 5 (Suspensions, Interruptions and Delays in the Execution of the Services); art. 6 (Security of Access to the System); art. 7 (Confidentiality); art. 9 (Amendments to the Terms and General Conditions and relevant Schedules); art. 10 (Liability); art. 12 (Fees); art. 13 (Term and Termination); art. 14 (Express Termination Clause); art. 15 (General provisions); art. 16 (Settlement of Disputes and Arbitration Clause); art. 17 (Governing Law and Jurisdiction); art. 20 (Participants' obligations); art. 21 (MTS' rights);

and taking into consideration the Services applied for and, therefore, the relevant market/segment on which you would like to participate in or you will participate in:

- The following provisions of the **MTS Italy Rules**: Art. 2 (Scope of the Rules); Cash Segment: art. 7 (Participants' on-going undertakings); art. 9 (Suspension from trading); art. 10 (Exclusion from trading); art. 11 (General system operations); art. 21 (Market Making Commitments); art. 27 (Amendments and communications); Repo Segment: art. 32 (Participants' on-going undertakings); art. 34 (Suspension from trading); art. 35 (Exclusion from trading); art. 36 (General system operations); art. 49 (Amendments and communications); Section IV (Supervision and penalties).

- The following provisions of the **MTS Italy Provisions**: art 8 (Cancellation of Trades in the Cash Segment); art. 17 (Cancellation of Trades in the Repo segment);

- The following provisions of the **MTS Cash Domestic MTF Rules** and relevant Annex: art. 3.3 (Participants' on-going undertakings); art 3.5 (Suspension of Participants from trading); art 3.6 (Exclusion of Participants from trading); art. 4.1 (General systems operation); art. 4.10 (Cancellation of Trades); art. 4.12 (Law governing Trades); art. 6.5 (Amendments and Communications); art. 7 (Supervision and Sanctions); art. 8 (Final Provisions).

- The following provisions of the **EBM MTF Rules**: art. 3.3 Participants' on-going undertakings); art 3.5 (Suspension of Participants from trading); art 3.6 (Exclusion of Participants from trading); art. 4.1 (General systems operation); art. 4.10 (Cancellation of Trades); art. 4.12 (Law governing Trades); art. 6.5 (Amendments and Communications); art. 7 (Monitoring the course of trading); art. 8 (Final Provisions).

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and/or

- The following provisions of the **BondVision Europe MTF Rules**: art. 3.3 (Participants' on-going undertakings); art. 3.5 (Participant suspension from trading); art. 3.6 (Participant exclusion from trading); art.4.1 (General system operations); art 4.8 (Cancellation of Trades in the cash segment); art. 4.9 (Cancellation of Trades in the GCM segment); art. 6.5 (Amendments and Communications); Title VII (Supervision and sanctions); Title VIII (Final provisions).
- The following provisions of the **MTS Depo Rules**: art. 2 (Scope of the Rules);art. 6 (Conduct Rules); art.8 (Suspension from trading); art. 9 (Exclusion from trading); art.10 (Maket General System); art. 17(Cancellation of Trades); Title IV (Supervision and sanctions);

Name and Surname:	
Authorised Signature of the Legal Representative	
Place and Date:	

Legal / Company Secretary certification:

The undersigned _____ in my capacity as Legal Counsel/Company Secretary (delete as appropriate) of the Participant, hereby certifies that a) the above signature is authentic and b) the signatory has powers to sign and bind the Participant for the purposes of this Application

Name and Surname:	
Authorised Signature:	
Position held in the Company:	
Place and Date:	

This Application, duly compiled and signed, shall be sent by courier mail (and in advance by email, or fax, as appropriate), to:

MTS S.p.A

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Fax +39 06 42120 200

e-mail monitoring@mtsmarkets.com

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