

AGREEMENT FOR THE ACTIVITY AS REGISTRATION OFFICE AND AGREEMENT ON PROCESSING OF PERSONAL DATA BY AND BETWEEN

InfoCert S.p.A., a company with registered office in Rome, Piazza Sallustio n. 9, represented by its Managing Director Mr. Danilo Cattaneo, company under the direction and coordination of Tinexta S.p.A. (hereinafter briefly "**InfoCert**" or "**LOU**"),

AND

Bank _____, with registered office in _____, VAT and Tax No. _____, represented by its interim legal representative, Mr. _____, duly authorised to sign this deed (hereinafter the "**Registration Office**", "**Registration Authority**" or "**RA**"),

jointly also referred to as the "**Parties**".

Whereas

- a) InfoCert has executed with GLEIF, as defined below, a Master Agreement according to which InfoCert is entitled to issue LEI (as defined below) within the LEI Regulations (as defined below);
- b) the Bank is engaged in _____ and intends to enable its customers to use LEI exclusively within the _____ [*domain name of the RA*] domain, in order to conclude, modify or terminate their contractual relations with the RA and/or to process the relevant operations and notifications;
- c) [**Option 1**] the issuance of LEI is part of a wider policy of computerization of sales transactions and to this end the RA entered into an IT services agreement with InfoCert (hereinafter "**IT Services Agreement**") on __/__/__, the validity and effectiveness of which shall be a prerequisite for the validity and effectiveness of the present Agreement;
- d) [**Option 2**] the issuance of LEI to the RA is part of a wider policy of computerization of paper-based documentation and to this end the RA entered into an IT services

agreement (hereinafter the **"IT Services Agreement"**) with _____, a reseller of InfoCert services (pursuant to a special agreement with InfoCert, hereinafter the **"Resale Agreement"**), on _____. The validity and effectiveness of the IT Services Agreement and of the Resale Agreement in accordance with the terms and conditions further outlined in Article 8 shall not, however, be a condition of validity and effectiveness of this Agreement;

- e) for the purpose of issuing LEI to Legal Entities and/or individuals, InfoCert needs the Bank to act as Registration Authority in order to correctly recognize and identify the Legal Entities and individuals to whom InfoCert will issue a LEI;
- f) the RA has the skills, reliability, experience and qualifications necessary to carry out the activities of recognition and identification of its Clients requesting the LEI and, therefore, has offered to carry out, on behalf of InfoCert, according to one or more methods of recognition, the activities of each recognition procedure described below, assuming the relevant responsibility, under this agreement (hereinafter, the **"Agreement"**);
- g) the procedures for identification, registration and issuance of the LEI are set out analytically in <https://infocert.digital/> website (**"Instructions"**);
- h) therefore, by signing this Agreement, the RA undertakes, including on behalf of its employees and branches, to perform the tasks set out below and to assume full responsibility with regards to the accuracy of the same;

NOW, THEREFORE

The Parties hereby agree as follows:

SECTION I - GENERAL

ARTICLE 1

Definitions

In addition to the definitions as set forth in the preamble, the following definitions apply:

“Applicant” means any Legal Entity, which makes an application to InfoCert for the issue to itself of a LEI under the General Terms and Conditions for LEI Services;

“Clients” means the customers of the RA that request a LEI issued by InfoCert and which are identified by the RA for that purpose, so becoming a LE under the GLEIF Master Agreement and the Ter der LEI Regulations;

“GLEIF”: means the Global Legal Entity Identifier Foundation, a non-profit foundation incorporated by the Financial Stability Board (“FSB”) under the laws of Switzerland, with registered office on Sr. Alban-Vorstadt 5, 4052 Basel/Switzerland;

“GLEIF General Terms and Conditions for LEI Services” means the general terms and conditions for the issue and regulation of a LEI in favour of an Applicant under the GLEIF Master Agreement executed by InfoCert as LOU to be accredited for the issue of LEIs in compliance with the LEI Regulations, available on the InfoCert’s website at the link <https://infocert.digital/>;

“GLEIF Master Agreement” means the agreement executed between InfoCert and GLEIF which sets forth the main rights and obligations of InfoCert to issue LEI within the GLEIS;

“GLEIS” means the Global Legal Entity Identifiers System is the system created and managed by GLEIF with the collaboration of the LOUs that enables the clear and unambiguous identification of Legal Entities participating in financial transactions;

“Instructions” means the instructions available on the InfoCert’s website at the link <https://infocert.digital/infocert-lei/> which sets forth the criteria and principles for the correct identification of Clients for the purpose of the issue of a LEI;

“Legal Entity” or “LE” is a Government Entity or a company or other private legal entity, regardless of its legal form and different from an individual as natural person, which, in its relevant jurisdiction has the right to be holder and make use of rights and obligations and which is legally allowed to engage in financial transactions under the laws and regulations of its own jurisdiction;

"Legal Entity Identifier" or "LEI": an identifier of Legal Entities being party to financial transactions across the globe, with pertaining Legal Entity Reference Data, to be used by authorities and by the private sector to support improved risk management, increased operational efficiency and other needs; it indicates the unique and universal 20-character string identifier for the identification of the Legal Entities engaged in the financial transactions, elaborated according to the rules of the International Organization for Standardization (ISO 17442) and the LEI Regulations;

"Legal Entity Reference Data" or "LE-RD": means the data linked to the Applicant as defined by the currently valid Common Data File Formats, describing business card and relationship information related to corresponding ROC policies;

"LEI Regulations": indicates ISO 17442, the "GLEIS Principles and Financial Stability Board recommendations" and the "Global Regulatory Oversight Committee Charter", along with any standard, rule, recommendation or prescription otherwise entitled issued or to be issued by GLEIF or any of its successors, the "FSB" and the "ROC";

"Local Operating Unit (LOU)": means an organization authorized to issue LEIs to Legal Entities participating in financial transactions. LOUs supply registration, renewal and other services, and act as the primary interface with Legal Entities for LEIs. A LOU may issue LEIs to Legal Entities in any jurisdiction for which it is accredited.

ARTICLE 2

Scope

2.1. For the issuance of the LEI to its Clients, the RA:

- a) shall carry out the recognition identification of its Clients and collect the identification data of the same, in accordance with the **Instructions**;
- b) shall make available and, if requested, shall cause its Clients to execute the documents set out by the RA, in accordance with the **Instructions**;
- c) in its capacity of applicant ("**Applicant**"), according to the **Instructions**, it shall provide InfoCert, on behalf of its Clients, the request for the issuance of the LEI

and their identification data, granting the accuracy and completeness of the data of the Clients, with respect to what declared by the Clients within the registration phase.

2.3. The RA undertakes to send to InfoCert the requests for **issue, renewal, change data**, and **transfer** of the LEI, which the RA shall possibly receive, promptly, in order to enable InfoCert to comply, if it shall be the case and by the means set forth in the **Instructions**.

ARTICLE 3

Obligations of the Parties

3.1 InfoCert undertakes to:

- a. provide all hardware and software equipment information necessary to perform the registration service;
- b. adequately train and update its employees, by means of appropriate specific training courses, whether requested in accordance with the Agreement or, in any case, in writing;
- c. perform security check and service quality control procedures on an annual basis.

Information regarding the Registration are stored by InfoCert on its storage system compliant with the provisions set out by the Prime Minister Decree dated 3.12.2013 and further modifications, for the period of 20 (twenty) years from the issuance of each LEI. The RA may access such information by specific written request and by depositing the fees required for such access.

3.2. In executing the activities set forth in Section 1 of this Agreement, the RA undertakes, *vis a vis* InfoCert, to:

- a. monitor its employees, contractors, suppliers, to ensure that activities carried out

- under this Agreement are in accordance with local regulations and with any instructions received from InfoCert;
- b. prevent its employees, branches, from the prosecution of the activities and take care of the immediate withdrawal of any equipment used for such purposes, in the event that, for any reason, the relation shall terminate and immediately inform InfoCert by writing;
 - c. provide its services of this agreement respecting the GLEIF General Terms and Conditions for LEI Services and the Master Agreement (including for the avoidance of doubt the Appendices) with respect to all what relate to the services to be rendered under Article 2 of this Agreement;
 - d. notify the Clients, also electronically, of the modalities of use, any action about his LEI (**issue, renewal, change data, and transfer**), in accordance with the **Instructions**, as well as of the regulatory aspects and legal consequences arising from their use, by providing the contractual documentation, without making changes, unless agreed by the Parties in writing;
 - e. warrant that the data sent to InfoCert as outcome of the collection activities, correspond exactly to those released by the Clients;
 - f. refrain from preventing access by InfoCert delegates – without hindering the normal course of business – to the RA’s premises in order to ensure compliance with the procedures provided herein;
 - g. promptly send to InfoCert, any time the latter requests, all the documentation as well as any electronic proof certifying the activities of identification and/or registration of the LEI and/or issuance of the Certificates;
 - h. agree that GLEIF has the right to assess the services rendered by the RA to InfoCert of which, if the assessment is negative, the RA accepts to take any action as requested by GLEIF or InfoCert as necessary to render the services as requested by GLEIF or InfoCert;;

- i. not to refrain from making any reference to GLEIF or the GLEIS in whatsoever form, and to use, or make reference to, the GLEIF trademarks and logo;
- j. accept that InfoCert has full and at all times unrestricted and without unreasonable cost control of the service rendered by the RA under this Agreement third party relative to the SLA-Services, anytime during business hours;
- k. accept that InfoCert has the right to inspect - upon reasonable prior notice - and to audit (or have audited) the RA as to the services rendered under this Agreement;
- l. accept that InfoCert has and keeps the right to issue directives, general or specific, to the RA, and the RA submits unconditionally (excepting breaches of mandatory applicable law) to follow them to the letter;

Should the RA not comply with this Article 4, InfoCert shall have the right to terminate this Agreement and request damages.

ARTICLE 4

Data Protection

4.1. The Parties undertake to process personal data, in accordance with Regulation (EU) 679/2016, as well as with Italian applicable laws. Furthermore, the Parties declare and guarantee that they will process the personal data they acquire as a result of their contractual obligations under the IT Services Agreement and the Agreement, for the respective contractual purposes and by electronic or non-electronic means, adopting for this purpose adequate technical and organisational measures to meet the obligations of the GDPR and to protect the rights of the data subjects to whom the data refer.

4.2. The R.D. Individual is appointed by the Registration Office as “person authorized to process personal data”, within the same R.D. Individual Mandate, pursuant to Article 29 of the GDPR and the applicable national laws on personal data protection.

The R.D. Legal Person is appointed by the Registration Office as “sub-processor of personal data” Such appointment as sub-processor, the format of which is also available in Attachment, imposes on the R.D. Legal Person the obligation to nominate the Appointees as “persons authorized to process personal data”.

The Registration Office remains directly responsible for the conduct of the employees who do not comply with the instructions referred to in the above assignments. Failure by the R.D. to comply with the instructions shall constitute grounds for termination of this Agreement, pursuant to Article 1456 of the Italian Civil Code.

ARTICLE 5

Fees

5.1. The RA may not claim payment of any amounts, fees, commissions or sums from InfoCert for the provision of the services under this Agreement.

ARTICLE 6

Non-exclusive Agreement

6.1. The RA acknowledges that it may not claim exclusive rights for the provision of the above services on behalf of InfoCert. The latter shall therefore be free to enter into similar agreements with other parties.

ARTICLE 7

Duration and effectiveness

7.1. The effectiveness of this Agreement shall be subject to the signing of the IT Services Agreement and shall be effective from the date of execution of the latter.

7.2. Termination for any cause of the IT Services Agreement shall result, automatically and without need of further communications, in the termination of this Agreement.

7.3. In light of the special nature and importance of the requirement for proper identification imposed on InfoCert by applicable laws and given the strictly fiduciary nature of the services under this Agreement, throughout the duration of this

Agreement, InfoCert shall be entitled to immediately withdraw from this Agreement, without prior notice and without any compensation, by certified mail or registered letter with acknowledgment of receipt.

7.4. In case of withdrawal by InfoCert, the RA may not exercise any claims against InfoCert for damages suffered as a result thereof.

ARTICLE 8

Code of Ethics

8.1. Each Party declares to have adopted and effectively implemented their own Code of Ethics.

8.2. InfoCert's Code of Ethics available on <https://infocert.digital/> as amended and supplemented from time to time. By signing this Agreement, the RA confirms it has familiarized itself and agrees with the above Code of Ethics.

8.3. RA's Code of Ethics is available on _____.

8.4. Both Parties acknowledges and agree that any violation of the principles of fairness, transparency, confidentiality and protection of person's dignity represents just cause for immediate termination of the Agreement.

ARTICLE 9

Responsibility, express termination clause and revocation of the mandate

9.1 The RA shall be directly and severally liable to InfoCert, in addition to the damages suffered by the latter, for any damages suffered by Clients or third parties as a direct result of its conduct and/or wilful misconduct (as well as for the conduct and/or wilful misconduct of its employees, branches, in the performance of the services under this Agreement), without possibility of relief and notwithstanding Italian applicable laws with respect to liability of subjects who replaced others in execution of the contract (Article 1717 (2) of the Civil Code). Therefore, the RA undertakes to hold InfoCert harmless from any legal consequence, also in terms of legal expenses, deriving from claims of LEI or third parties towards InfoCert, related to any fact directly or indirectly

connected to RA's violations and/or negligence. Identical waiver is provided for any case of administrative penalties imposed to InfoCert for violations ascribable to RA's conduct or failure to act.

9.2 Violation of any of the obligations under Articles above shall constitute just cause for termination by InfoCert of this Agreement pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right of compensation for damages. Termination shall be enforced by written notice served by certified email or registered letter with acknowledgment of receipt. In such case, the RA shall be required to cease any activity under this Agreement and to return any materials received.

ARTICLE 10

Applicable Law and Jurisdiction

10.1. This Agreement is governed by Italian law. Any dispute arising between the Parties in relation to this Agreement, including without limitation those relating to its validity, interpretation, execution and termination, shall be referred exclusively to the Court of **Rome**.

ARTICLE 11

Miscellaneous

11.1. The invalidity, ineffectiveness or unenforceability of certain provisions of this Agreement shall not affect the other provisions of this Agreement.

11.2. Any amendments to this Agreement may be agreed between the Parties, in accordance with article below.

11.3. Except as otherwise provided under specific circumstances, all formal notifications concerning this Agreement shall be sent exclusively by certified mail or registered mail to the following addresses:

(i) if addressed to InfoCert: Certified E-mail Address: *infocert@legalmail.it*

Address: InfoCert S.p.A. - Piazza Sallustio, 9 - 00187 - Roma

(ii) if addressed to the RA: Certified E-mail Address: _____

Address: _____

Any changes to the above addresses shall be notified in writing in the manner set out in paragraph 1, otherwise they shall be void.

Also pursuant to Article 1352 of the Italian Civil Code, this Agreement can be amended only in writing, under penalty of nullity.

11.4. In compliance with Italian applicable laws on the application of the registration tax (Article 5 of Presidential Decree No. 131 of 26.04.1986), this Agreement shall be subject to registration only in case of implementation, since the services covered therein, if provided for a fee, are subject to VAT. Any registration and stamp duties shall be entirely borne by the Party whose default has necessitated termination of this Agreement.

11.5. The Parties mutually acknowledge that each clause of this Agreement has been negotiated between the Parties and that, therefore, Articles 1341 and 1342 of the Italian Civil Code, for which specific approval is required, do not apply.

Place _____, date _____

(InfoCert S.p.A.)

(RA)