

## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES TO ISSUE AND MANAGEMENT LEI CODES

### Article 1. Definitions

The following terms, in addition to the other definitions contained in the Contract, shall have, both in the singular and in the plural, the meaning indicated below:

**"LEI certificate"**: Indicates the document in digital format - issued by InfoCamere and governed by specific general conditions available on the Web Portal - which certifies the possession by a Legal Entity of a LEI Code;

**"LEI Code"**: indicates the unique and universal identifier for the identification of the legal entities engaged in the financial transactions, consisting of an alphanumeric code of 20 characters, drawn up according to the rules of the International Standards Organization (ISO 17442:2020) and the LEI regulations;

**"Agent"**: indicates the subject (a natural person acting in their own name, maybe with a professional activity, or a representative who has been duly authorised by a legal person or other legal entity) authorised by the Applicant - by signing a document equivalent to the Proxy Form (sub. A) annexed to these General Terms and Conditions - to sign the Contract and to request InfoCamere to supply the Service, in the name and on behalf of the Applicant himself;

**"Working Day"**: indicates a day (other than Saturday and Sunday) on which the banks are open in Rome and are carrying out their public activities;

**"InfoCamere"**: it is the joint-stock consortium company of information technology of the Chambers of Commerce, with registered office in Via G.B. Morgagni 13, 00161 Rome, which provides for the issue and information technology management of the LEI Code acting as designated LOU duly accredited by the GLEIF;

**"LEI"**: the acronym for "*Legal Entity Identifier*";

**"Parent Data"**: indicates the data relating to: (i) the party/parties controlling the Applicant either directly and/or indirectly - these being intended to be the party/parties who, under law, is/are required to draw up the consolidated financial statements for the consolidation area of which the Applicant forms part - as well as the data relating to (ii) the Applicant's reference group, indicated in detail in the Lei code online request form. These data have been identified based on the assumptions, terms and conditions described by the LEI regulations and in particular by the document issued by the ROC on 10 March 2016 "*Collecting Data on direct and ultimate parents of legal entities in the Global LEI System - Phase 1*" accessible via the link [http://www.leiroc.org/publications/gls/lou\\_20161003-1.pdf](http://www.leiroc.org/publications/gls/lou_20161003-1.pdf), as subsequently modified and amended.

**"Web Portal"**: <http://lei-italy.infocamere.it>;

**"Reference Data"**: the Data connected to a LEI Code, according to the ISO 17442:2020 definition, including in particular: tax code, name, address, legal form of the party involved, together with the LEI code, the relevant status (active or not active) and the dates of assignment and expiry.

**"LEI regulations"** indicates the rules of the International Organization for Standardization (and

particularly ISO 17442:2020), the “Global LEI System High Level Principles and Financial Stability Board recommendations” shared by the G20 during the meeting in Los Cabos (Mexico) in June 2012 and the “*Global Regulatory Oversight Committee Charter*”, along with any standard, rule, recommendation or prescription otherwise entitled issued or to be issued by the transnational organizations entrusted with the authority of managing the LEI global system and particularly the “GLEIF” or “Global Legal Entity Identifier Foundation” or the “FSB” or “*Financial Stability Board*”, the “ROC” or “*Regulatory Oversight Committed*” and the “COU” or “*Central Operating Unit*”;

“**Applicant**”: this is the company or any other legal entity (including the branch office of a foreign company in the state territory) other than a natural person which, regardless of its legal form, in its relevant jurisdiction is entitled to hold rights and obligations and which makes an application to InfoCamere in order to use the Service (as described in Article 3), directly or by means of an Agent, subject to acceptance of these General Terms and Conditions.

“**Branch office of a foreign company in the state territory**” or (in brief) “**Branch Office**”: is the branch office with permanent representation of a foreign company pursuant to article 2508 Civil Code, that satisfies the following requisites: (i) the branch office is duly registered with the Register of Companies; (ii) the reference foreign company already has a LEI code; (iii) the branch office does not have a LEI code nor, in all events, are there any other branch offices of the same company in Italy that have a LEI code; (iv) the request for first activation or renewal of the LEI code is filed by the subject that permanently represents the branch office in Italy, registered with the Register of Companies pursuant to article 2508 Civil Code, as long as they have express written authorisation for this by a duly authorised representative of the reference foreign company.

“**Service**”: indicates the service relating to the issue and information technology management of the LEI Codes.

## Article 2. Contract and Annexes

These General Terms and Conditions, along with the application procedure in the dedicated section of the Web Portal, the Proxy Form (Annex A), the Table of Economic Conditions of the Service (Annex B) and the Privacy Notice (Annex C), all published on the Web Portal, represent the regulation of the service relating to the issue and maintenance of the LEI Codes (hereafter, overall, the “Contract”).

## Article 3. Object

The object of this Contract is the supply, in compliance with the LEI regulations, of the service of issue and management of the LEI Codes supplied by InfoCamere acting as designated LOU (“*Local Operating Unit*”) duly accredited pursuant to the LEI regulations (hereafter the “**Service**”).

## Article 4. Service request procedure and issue of the LEI Code

**41** The Applicant may access - directly or through an Agent - the dedicated section of the Web Portal where the Service is available. The access to this dedicated section and the use of the functionality therein are ruled by specific general conditions (“*General Conditions of Access and Use of the Web Portal*”), available at the link [www.lei-italy.infocamere.it](http://www.lei-italy.infocamere.it).

**42** In order to activate the Service, the Applicant shall fill in - either directly or through an Agent - the Service request procedure in the dedicated area of the Web Portal.

**43** If the request is made by the Agent, the following documents shall be provided for the purposes of the Service request procedure:

- (i) a valid non-certified copy of an identification document of the legal representative of the Applicant;
- (ii) a proxy duly issued by the Applicant in favour of the Agent according to the model annexed hereto (Annex A).

**44** The Service will be activated alternately by: (i) 2nd level SPID credentials; (ii) CNS Authentication Certificate; (iii) secure authentication procedures to access the Service in the dedicated area of the Web Portal. At any time shall InfoCamere reserve the right to make available to the Applicant and to his/her Agent further procedures for the secure authentication to access the Service, by communicating it on the Web Portal.

**45** In order to complete the activation procedure and to assign the LEI Code, the Applicant or the Agent shall: (i) digitally sign the document requesting the LEI Code available in the dedicated area of the Web Portal (only in the case of activation by means of the secure authentication procedure referred to in point (iii) of Article 4.4 above); (ii) accept these General Terms and Conditions and (iii) proceed with the payment of the amounts due pursuant to Article 6 and as indicated in the Table of Economic Conditions of the Service in the dedicated section of the Web Portal and in Annex B. It is understood that the activation procedure described in this paragraph must be completed within thirty days of presentation of the request described under paragraph 4.2, penalty expiry of the request, without prejudice to the ability of the interested party to present a new request.

**46** Within 4 Working Days from the date of receipt of the request referred to in Article 4.5 above, with all the relevant documentation required by Article 4.3, InfoCamere will activate the LEI Code, communicating it to the Applicant or the Agent by means of a special notice available in the dedicated area of the Web Portal and publishing the LEI Code on the Web Portal, as well as carry out any other publicity obligations required by the LEI regulations.

**47** In the event of a negative outcome of the preliminary activity, InfoCamere will contact either the Applicant or the Agent through the functions available in the dedicated area of the Web Portal - or, in the event of multiple high-volume applications as per Article 4.8 below, as agreed in writing by InfoCamere and the Agent - in order to verify the possibility of solving the anomalies found.

**48** In the case of multiple high-volume applications through the Agent, the Service may be activated, subject to written agreement with InfoCamere, by sending these General Terms and Conditions, digitally signed by the Agent, via a dedicated online channel, together with the following documentation:

- (i) list of Applicants according to the operational requirements shared with InfoCamere;
- (ii) a valid non-certified copy of an identification document of the legal representative of each Applicant;
- (iii) a proxy duly issued by each Applicant in favour of the Agent according to the model annexed here to (Annex A).

**4.9** Then the conditions indicated in Article 4.10 below exist, InfoCamere - upon the request of the Applicant, also through an Agent - will provide for activation of the Service with the “FastLEI” procedure, that is to say within One Working Day (instead of within 4 Working days pursuant to article 4.6), that is to say, more specifically: (i) on the same Working Day as the request if the latter is received by 3 p.m. or (ii) by 12 noon on the next Working Day if the request is received after 3 p.m. To avoid any doubt, a request to activate the Service that is received on a Non-Working Day (e.g. Saturday or Sunday) is considered to have been received on the first Working Day following the day on which it was received.

**4.10** Activation of the Service by InfoCamere within the terms indicated in Article 4.9 is subject to all the following conditions being met: (i) the Applicant is an entity registered with the Business Register; (ii) the request to activate the Service is presented through the Web Portal using the identification procedures indicated in Article 4.4; (iii) the request to activate the Service contains the information required - which must be complete, correct and truthful under Article 8.2 - and is complete with all the documentation envisaged by Article 4.3, so that no further additional information or documentation from the Applicant/Agent is required; (iv) the request to issue or renew the LEI Code contains subscription, pursuant to Article 5, to the Annual Plan or to the first year of the Three-year Plan (renewals for the second and third year of the Three-year Plan are excluded from the “FastLEI” procedure and can only be made using the methods indicated in Article 5.2); (v) payment of the charges due to provide the Service, envisaged by Attachment B, point 3 “FastLEI” - differing according to whether the Plan is Annual or Three-year - is made by credit card; (vi) the request to activate the Service is timely and not multiple under Article 4.8; (vii) there is no obstruction under law, these General Conditions or the LEI Rules to issue or renewal of the LEI Code, existing regardless of application of the “FastLEI” procedure, (for example, activation request received from an entity already in possession of a LEI Code issued by another LOU).

**4.11** The Service activation requests sent pursuant to Article 4.9 that do not respect even one of the conditions described in Article 4.10 above (with the exception of the case described in point vii) will be managed using the procedure described in paragraphs 4.1 to 4.8 of Article 4 hereto and will be subject to the applicable economic terms, as indicated in Attachment B, point 1, “Annual Plan” and point 2, “Three-year Plan”, according to the case.

**4.12** If the Service is activated using the “FastLEI” procedure pursuant to Article 4.9, InfoCamere will also issue the LEI Certificate, as defined by Article 1 of these General Conditions.

## **Article 5. Duration, renewal and early termination of the LEI Code**

**5.1** The LEI Code, issued pursuant to article 4 above, is valid for one year from the date of issue and is renewed annually. The Applicant may choose to subscribe to the Service for a period of one year (“**Annual Plan**”) or three years (“**Three-year Plan**”) in the manner described in this article. This choice may be made directly by the Applicant or by the Agent, using the Web Portal, both during issue and during renewal of the LEI Code. Both in the case of the Annual Plan and the Three-year Plan the “FastLEI” issue or renewal procedure is allowed pursuant to Article 4.9, when the conditions set out in Article 4.10 are met.

**5.2** Subscription to the Three-Year Plan is made by making advance payment of the total charges due for a three-year period for the provision of the Service. In the case of a Three-Year Plan, the annual renewal of the LEI Code for the second- and third-year terms happens automatically. However, in cases where the Applicant is subject to the obligation to notify InfoCamere of any changes to the Parent Data pursuant to Article 9.5, the failure or delay of notifying InfoCamere of these changes may prevent or delay the renewal of the LEI Code. In the latter case, the LEI Code will be “suspended” until the application is completed and the duration of the Three-Year Plan subscription will not be subject to any extension or deferral. Furthermore, in the event of a subscription to the Three-Year Plan, InfoCamere shall issue the LEI Certificate, as defined in Article 1 of these General Conditions.

**5.3** Upon expiration of the One-Year Plan and the Three-Year Plan (expiration of the Three-Year Plan is the end of the third-year term), renewal must be made in the manner indicated on the Web Portal, starting

from 60 days before the expiration date of the One-Year Plan and Three-Year Plan, respectively. In the event of failure to renew promptly upon expiration of the One-Year Plan or the Three-Year Plan, an expired LEI Code may still be reactivated, but only with effect from the date of acceptance of the related renewal request. In any event, renewal is subject to the prior payment of the charges indicated in the Costs of the Service Table, found in the specific information section of the Web Portal and in Annex B.

**5.4** Pursuant to the LEI regulations, the GLEIF (Global Legal Entity Identifier Foundation) or the User can request at any time that the management of a LEI Code that has already been assigned be transferred to or from a LOU (*“Local Operating Unit”*) other than InfoCamere (so-called "portability").

**5.5** Early termination of a LEI Code may automatically occur in the cases envisaged by the LEI regulations (e.g. the legal entity to which that LEI Code corresponds is dissolved or the Applicant loses its status for the purposes of the LEI regulations) without the obligation to refund the amounts paid by the Applicant pursuant to Article 6. The early termination of a LEI Code will be immediately published on the Web Portal, in a form and in a way that is, as far as possible, equivalent to those seen for the issue of a new LEI Code.

## **Article 6. Economic conditions of the service**

**6.1** To use the Service, and specifically for issue of the LEI Code and the relevant IT management, the Applicant is required to pay the amounts indicated in the Table of Economic Terms of the Service present in the relevant information section of the Web Portal and in Attachment B, with specification of the charges due, respectively, in the case of an Annual Plan and a Three-year Plan under Article 5, also in the case where the “FastLEI” procedure is requested under Article 4.9.

**6.2** The Applicant acknowledges and accepts that InfoCamere may freely and at any time change the amounts provided for in the Costs of the Service Table, found in the specific information section of the Web Portal and in Annex B or in any case the costs of the Service, providing adequate information to users on the Web Portal. Any changes made by InfoCamere pursuant to this paragraph will have effects on the subscriptions to the One-Year Plans or to the Three-Year Plans made subsequent to the changes applied. The Applicant also acknowledges and accepts that the aforementioned amounts are non-refundable.

**6.3** In accordance with the LEI Regulations, no fees will be charged to the Applicant for the portability of a LEI Code already assigned by or to a LOU (*“Local Operating Unit”*) or pre-LOU other than InfoCamere, without prejudice to any different or additional rule that may be provided by the LEI Regulations.

## **Article 7. Payment and invoicing**

**7.1** The charges due to receive the Service must be paid by the Applicant or Agent, in the manners indicated below:

- (i) payment means made available by InfoCamere, without prejudice to the contents of Article 4.10 in the case of the “FastLEI” procedure;
- (ii) in the case of requests for high volumes via Agent: in the manner agreed in writing between InfoCamere and the Agent;

**7.2** With reference to payment by bank transfer, a copy of a certificate of payment must clearly show (i) “LEI Code Issue” as payment description and (ii) the file number previously communicated.

**7.3** The invoicing methods are described in the online LEI Code request form, based on current legislation. The above procedures are also applicable in the case of multiple high volume applications, unless otherwise agreed in writing by InfoCamere and the Agent.

## **Article 8. Representations and warranties, obligations and liabilities of the Applicant and the Agent**

**8.1** In consideration of the ownership by InfoCamere of the information technology solutions aimed at providing the Service, its use by the Applicant and the Agent must be carried out in compliance with the intellectual property rights of InfoCamere. In particular, it is forbidden to use (for instance, on the Applicant’s or the Agent’s website) any trademark or logo that appears on the Web Portal without the prior written consent of InfoCamere.

**8.2** The Applicant and the Agent, within their respective area of competence, are liable for the completeness, accuracy and veracity of the data communicated in the online request form and as part of the relevant issue/renewal procedure. In particular, the Applicant represents and warrants: (i) not to be already in the possession of a “LEI Code”; (ii) to be aware of the fact that LEI Regulations are based on the principles of uniqueness and exclusivity of the "LEI Code" and not to have presented the application form for issue of a “LEI Code” to other subjects authorized to issue such codes; (iii) in the case of an application for a “LEI Code” by an Agent, not to have conferred other proxies for that application.

**8.3** The Applicant undertakes to refrain from any violation of the network systems and security that could give rise to civil and criminal liability, including introducing/sending programs (e.g. virus, trojan horses etc.) that could compromise the operation of InfoCamere’s network by violating its security.

**8.4** The Applicant and the Proxy, to the extent of their respective powers, agree to hold InfoCamere harmless and indemnified from any third party claim or prejudicial consequence that may in any case arise against InfoCamere as a result of the violation by the Applicant and/or the Proxy of the obligations set out in the Agreement, with particular reference to the obligations of promptly communicating Reference Data and Parent Data and related changes.

## **Article 9. Declarations and commitments of the Applicant with specific regard to the "Reference Data" and the "Parent Data"**

**9.1** The Applicant who is registered with the Business Register, duly notes that, during the period in which the LEI Code is valid, any modifications made at the Business Register will result in the consequent updating of the so-called Reference Data for the code itself by InfoCamere. Notwithstanding the provisions of article 9.1 hereto, the Applicant must directly update the Parent Data pursuant to article 9.5.

**9.2** The Applicant who is not registered with the Business Register, duly notes that InfoCamere will not be able to update the Reference Data pursuant to article 9.1 above, and agrees to constantly monitor said Reference Data and communicate any changes thereto in a timely manner via the relevant section in the Web Portal, including changes to any data or circumstances that might have an influence on said Applicant's "LEI Code".

**9.3** Every Applicant duly notes and accepts that: (i) by signing this Contract, the Applicant grants to InfoCamere, in its position as designated LOU for Italy, a non-exclusive, irrevocable and unlimited license to make use of the Reference Data; (i) in the cases established by the LEI Regulations, InfoCamere may modify the Reference Data if deemed incorrect and/or not compliant with legal requirements and/or with the LEI Regulations; (ii) the LEI Regulations provide for specific rules for Reference Data, including a special procedure to contest said Reference Data (and the reference LEI Code), which involve cross-examination of the parties involved and may result in modification of the Reference Data (and the reference LEI Code) if these are found to be incorrect;

**9.4** The Applicant duly notes and accepts that the LEI Regulations envisage communication to the LOU of the "Parent Data" - as defined in Article 1 and indicated in detail in the LEI code request form - and agrees to provide the Parent Data, if and to the extent that these are applicable, in a truthful, complete and correct manner (and to provide the documentation attesting to the correctness of the Parent Data, such as for example the consolidated financial statement) or, alternatively, to indicate why it is unable to provide the Parent Data. The Applicant expressly acknowledges that failure to provide the Parent Data (and the relevant reference documentation), or to provide them in full, or failure to indicate the reason why it is not possible to provide said Parent Data may prevent the LEI Code from being issued. The Applicant likewise agrees to invite the party/parties controlling the Applicant either directly and/or indirectly to submit a request for a LEI Code, if said party/parties does not already have one.

**9.5** Any Applicant, whether or not they be registered in the Business Register, agrees to monitor their own Parent Data constantly and shall promptly submit any changes with actual or potential influence on the LEI Code and/or their Reference Data using the specific section of the Web Portal, expressly acknowledging that failure to update the Parent Data may prevent the LEI Code from being renewed. Finally the Applicant acknowledges and agrees that, in the cases established by the LEI regulations, InfoCamere may modify the Parent Data should they be found incorrect and/or non compliant with the legal requirements and/or the LEI regulations;

**9.6** The Applicant that is a Branch Office of a foreign company in the state territory likewise undertakes to promptly communicate any change in the reference foreign company (e.g. termination or cancellation from the Business Register) and in its LEI code (e.g. failure to renew) by using the specific section of the Web Portal. At the same time, the Applicant expressly acknowledges that, according to the LEI regulations, the LEI Code of the Branch office of a foreign company in the state territory is issued, renewed or maintained if that same foreign company exists and holds a LEI code.

## **Article 10. Obligations and liabilities of InfoCamere**

**10.1** InfoCamere agrees to provide the activities for which it is responsible diligently, guaranteeing access to the Web Portal Service **from 8 a.m. to 9 p.m. on all Working Days and on Saturday from 8 a.m. to 2 p.m.**, and during any extensions to working hours communicated by InfoCamere on the Web Portal itself. Without prejudice to the fact that, even in the case of an issue requested pursuant to Article 4.9, InfoCamere shall not be held liable due to force majeure or causes that are not attributable to InfoCamere under law and under these General Conditions.

**10.2** However, except for cases of willful misconduct or gross negligence, InfoCamere is only liable for damages that are the direct and immediate consequence of its own conduct.

**10.3** InfoCamere will not be liable, among other things, for delays, malfunctioning, suspension and/or interruption of the Service caused, directly or indirectly, by:

- a) operations for extraordinary maintenance of the Web Portal;
- b) force majeure (i.e., any circumstance that is unforeseeable and in any case beyond the reasonable control of InfoCamere, a non-limiting example of which might be the actions of public authorities, insurrections or civil disturbances, strikes, lockouts or other labour disputes, blockages or embargoes, disruptions in the supply of electricity, floods, natural disasters, epidemics) or supervening impossibility, even partial;
- c) malfunctioning or breakdown, failure to update or improper installation and/or configuration of the devices and the IT systems used by the Applicant and/or the Agent.
- d) outage or malfunctioning of the telephone/internet network;

## **Article 11. Variations to the Contract and/or the Service**

The Applicant acknowledges and agrees that, for the purpose of complying with modifications that may arise to the LEI regulations (including the rules enacted by the Global Legal Entity Identifier Foundation (“GLEIF”)), and in any case with the laws, regulations, provisions of public authorities and/or for any needs that may arise, even technical ones, InfoCamere will have the right to modify, freely and at any time, these General Terms and Conditions and/or the related annexes, as well as the characteristics and the methods of providing the Service, including the Web Portal giving access to the Service.

## **Article 12. Suspension of the Service**

InfoCamere may temporarily suspend provision of the Service either for technical reasons, or due to force majeure or supervening impossibility, even partial, giving, if possible, notice thereof by means of the Web Portal.

## **Article 13. Duration of the Contract. Withdrawal and termination by default.**

**13.1** This Agreement has an annual or three-year duration, depending on the choice made by the Applicant or the Proxy to subscribe to the One-Year Plan or the Three-Year Plan, respectively, pursuant to Article 5.

**13.2** The Applicant may withdraw from it at any time and without notice, by simply requesting transfer of the management of a LEI Code that has already been assigned to another LOU, pursuant to article 5.2 and at the conditions indicated in article 6.3. InfoCamere may withdraw from the Contract at any time in the event that, for any reason, InfoCamere ceases to be LOU (“*Local Operating Unit*”) for Italy or to offer the relevant “LEI Code” issuing service

**13.3** If the Applicant and/or the Agent fails to comply with any of the provisions referred to at Article 8 and 9, InfoCamere shall be entitled to terminate this Contract, after sending a formal notice to the Applicant pursuant to and under Art. 1456 of the Civil Code.

## **Article 14. Notices**

**14.1** Any written notice sent by the Applicant or the Agent to InfoCamere related to the Contract and/or the Service will be made in Italian or in English and will be sent by means of certified e-mail to the address published on the Web Portal.

**14.2** The notices by InfoCamere to the Applicant or the Agent will be published on the Web Portal or, in the case of multiple, high volume requests, in the manner agreed in writing by InfoCamere and the



Agent.

## **Article 15. Privacy Notice**

**15.1** In relation to the processing of personal Data provided by the Applicant or the Agent in the stage of requesting the Service and/or subsequently acquired during the performance of the Service, InfoCamere shall operate in compliance with the provisions of the General Personal Data Protection Regulations (Reg. (EU) no. 2016/679) and the Privacy Code (Legislative Decree No. 196/2003 and subsequent amendments and integrations).

**15.2** The “Privacy Notice”, as per Annex C, forms an integral part of these General Terms and Conditions.

## **Article 16. Applicable law**

These General Terms and Conditions and the activities regulated therein are governed by Italian law.

## **Article 17. Dispute resolution**

**17.1** Any dispute that may arise between the parties with regard to these General Terms and Conditions and particularly any dispute concerning the validity, interpretation, implementation and termination of these General Terms and Conditions, shall first be subject to mediation, pursuant to Legislative Decree 28/2010 as subsequently amended and supplemented, through the conciliation service of the Chamber of Arbitration in Rome, the Regulation of which it is declared to be known and accepted.

**17.2** If the mediation attempt has a negative outcome, the same disputes shall be deferred to the exclusive jurisdiction of the Italian courts, and more specifically the court of competent jurisdiction shall be the Court of Rome.

## **Article 18. Annexes**

The following annexes are an integral and essential part of these General Terms and Conditions of Contract, which the Applicant declares to have expressly read and accepted:

Annex A - Proxy Form

Annex B - Table of the Economic conditions of the service

Annex C - Privacy Notice

## **Article 19. Italian and English version**

These General Terms and Conditions have been drafted both in Italian and English. In case of discrepancies, the Italian version shall prevail.

*Space for signing/accepting the General Terms and Conditions*

The Applicant acknowledges, according to Articles 1341 and 1342 of the civil code, the following provisions of these General Terms and Conditions: Article 4. Service request procedure and issue of the LEI Code; Article 5 Duration, renewal and early termination of the LEI Code; Article 6 Economic conditions of the service; Article 8 Representations and warranties, obligations and liabilities of the

Applicant and the Agent; Article 9 Declarations and commitments of the Applicant with specific regard to the "Reference Data" and the "Parent Data"; Article 10 Obligations and liabilities of InfoCamere; Article 11 Variations to the Contract and/or the Service; Article 12 Suspension of the Service; Article 13 Duration of the Contract. Withdrawal and termination by default; Article 17 Dispute resolution

*Space for the second Signature/Acceptance of the clauses of the above mentioned General Terms and Conditions*

The Applicant/Agent, pursuant to articles 6 and 7 of the General Personal Data Protection Regulations (Reg. (EU) no. 2016/679) and art. 130 of the Privacy Code (Legislative Decree 196/2003 and subsequent amendments and integrations), expresses his/her consent to the processing of personal Data provided for the further purposes of Data processing indicated below:

- for statistical analysis and market research carried out by InfoCamere

Consents

Does not consent

- For communication and/or delivery, via e-mail and telephone, of information and/or promotional material by InfoCamere. In particular, services similar to those object of this contract may be offered.

Consents

Does not consent

The aforesaid consent for the additional processing purposes is optional; failure to provide it will not prevent access to the service.

## Annex A PROXY FORM

The Applicant

a company legally established as

- Registered office address:
- Municipality Registered office:  Prov. Registered office:
- Tax Code:
- Date of establishment *(required for subjects not registered in the Business Register)\**:  /  /
- Represented by Mr./Ms.:
- Born in:  Prov:  on:  /  /

as legal representative of the Applicant, hereby **APPOINTS** as proxy *(consider only the alternate named)*

The person corresponding to the description below:

- Name and Surname:
- Tax Code:

Organization:

- Name:
- Registered office in:   
*(address and place)*
- Tax Code:
- Represented by:   
*(Name and surname)*
- Tax Code:

so that said Proxy may, in the name and on behalf of the Applicant, on the basis of the data/documents provided by the same Applicant, request:

the issuance/  the renewal (NB for the Applicant: check the appropriate alternative)

of the so-called "LEI (Legal Entity Identifier) code" recognized by international law, subscribing to the:

**One-Year Plan**  
(i.e. by opting to subscribe to the LEI Code issuing and management service for one year)

**Three-Year Plan**  
(i.e. by opting to subscribe to the LEI Code issuing and management service for three years)

(N.B. for the Applicant: mark the option required)

by signing the application form, accepting the general conditions relating to the service, paying the charges foreseen and carrying out any other operation necessary and required for the issue/renewal and management by InfoCamere of the above mentioned "LEI Code". More specifically, the Agent will be entitled to request the additional services (e.g. issue of LEI Certificate) or urgent activation of the LEI Service (the so-called "FastLEI"), where applicable to the Legal Entity in question, based on the relevant general conditions of service.

This proxy has a duration of one year or three years depending on the decision to subscribe to either the One-Year Plan or the Three-Year Plan referred to above.

\* Accreditation date to the PA index for public administrations,  
Bank of Italy approval date for investment funds,  
Date of authorization for the establishment/registration in the COVIP register for pension funds

Signature

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**Annex B  
Economic conditions of the service**

**1) One-Year Plan**

	<b>Activation (including first year)</b>	<b>Renewal</b>	<b>LEI Certificate (optional)</b>
<b>Single request from the web</b>	69.00 Euro + VAT	65.00 Euro + VAT	5.00 Euro + VAT

**2) Three-Year Plan**

	<b>Subscription during initial activation phase</b>	<b>Subscription during renewal</b>	<b>LEI Certificate</b>
<b>Single request from the web</b>	199.00 Euro + VAT (69.00 + 65.00 + 65.00 Euro)	195.00 Euro + VAT (65.00 + 65.00 + 65.00 Euro)	No charge

**3) Fast LEI**

**3.1) Annual Plan**

	<b>Activation (including first year)</b>	<b>Renewal</b>	<b>LEI Certificate</b>
<b>Single request via web</b>	94.00 Euro + VAT	90.00 Euro + VAT	No charge

**3.2) Three-year Plan**

	<b>Subscription on initial activation</b>	<b>Subscription on renewal</b>	<b>LEI Certificate</b>
<b>Single request via web</b>	224.00 Euro + VAT (94.00+ 65.00+ 65.00 Euro)	220.00 Euro + VAT (90.00+ 65.00+ 65.00 Euro)	No charge

**The aforementioned rates include a contribution of US\$ 11.00 per each LEI code activated or renewed, which is used to fund the operations of the GLEIF (Global Legal Entity Identification Foundation). No charges are due for transferring the management of a code to or from InfoCamere.**

## Annex C Privacy Notice

### Information notice pursuant to Articles 13 and 14 of the General Personal Data Protection Regulation (Reg. (EU) no. 2016/679).

Pursuant to arts. 13 and 14 of Regulation (EU) no. 2016/679 (hereafter indicated, for the sake of brevity, as “GDPR”), the following information is provided with regard to the Personal Data entered by the User or his/her Agent in the on-line service request form or in the Proxy Form for first activation and renewal (A1) and the Proxy Form for renewal (A2) (the terms in capital letters have the meaning attributed to them in Article 1 - Definitions of the General Terms and Conditions - to which this Policy is attached).

- **Data Controller**

InfoCamere SCpA ([www.infocamere.it](http://www.infocamere.it)) is the Data controller that the Applicant or his/her Agent enters in the online service request form, together with any further personal data communicated to InfoCamere for the provision of the Service according to the General Terms and Conditions (hereinafter, shortly, the “Data”).

- **The purposes of the processing operation for which the Data are intended and legal basis:**

The Data are processed by InfoCamere for the proper execution of the Contract for the supply of the service of issue and maintenance of the LEI Code and for the performance of all the services and fulfilments connected to it (i.e. Communication via email or telephone of the expiry of the LEI Code), in line with the obligations set by the LEI regulations, as well as for sending the invoice to the certified email address indicated.

The legal basis for the processing is Article 6(1)(b) of the GDPR, since the processing is necessary for the performance of a contract to which the Data subject is party or in order to take steps at the request of the Data subject prior to entering into a contract

- **Methods of data processing and retention**

The Data are processed using automated systems for the aforementioned purposes, using appropriate technical and organisational measures able to guarantee the confidentiality and security of the provided Data in compliance with the current legislation, while avoiding unauthorised and unlawful access.

The Data are stored on paper and/or in electronic form that can only be accessed by employees and consultants who are authorised for processing the Data, and who are bound by a non-disclosure obligation.

The data are processed throughout the validity of the Service Contract, after which they are stored only for the time strictly needed to satisfy any fiscal obligations and obligations derived from the LEI regulations. After taking adequate protective measures, they may also be stored for the purpose of safeguarding the Handler (for example disputes).

Data communication is necessary in order to stipulate and execute the Contract.

The Data may be communicated by InfoCamere to the legal authorities further to specific request, in compliance with current legislation.

- **Subjects the Data may be communicated to**

The Data may be transmitted to companies or entities, controlled, controlling or connected, for the purpose of carrying out some of the services connected or necessary for the provision of the Services (e.g. the support and assistance service to the User), as well as to other companies or entities that perform the function of LOU (Local Operating Unit) or that otherwise comply with the LEI system (Legal Entity Identifier) in order to ensure the principle of uniqueness of the LEI Code assigned to each legal entity as guaranteed by the industry rules. When necessary pursuant to art. 28 of Reg. (EU) no. 2016/679, the subjects the Data are transmitted to are previously appointed external processing managers. No Data are disclosed, or communicated to third

parties, except when specifically envisaged by law.

- ***Additional data processing purposes***

With the express and specific consent of the Applicant or the Agent, the Data may also be processed:

- i) in order to carry out statistical analysis and market research;
- ii) for communication and/or delivery, via e-mail and telephone, of information and/or promotional material by InfoCamere about business digitalisation services. In particular, services similar to those object of this contract may be offered.

In this case the legal basis for the processing is Article 6 paragraph 1 letter a) of the GDPR, since interested party has expressed his/her consent for processing of the personal data for one or more specific purposes.

- ***Rights of the data subject.***

The data subject concerned may at any time exercise the right to access their personal Data and also any other rights envisaged by articles 15 et seq. of GDPR, in order to obtain confirmation of the existence of data concerning him/her, to access, rectify that Data, to cancel or limit its processing for legitimate reasons, or to request Data portability by sending a specific request by e-mail or certified e-mail to the Data controller to the address [service.lei-italy@pec.infocamere.it](mailto:service.lei-italy@pec.infocamere.it), or by means of registered letter with acknowledgement of receipt to InfoCamere S.C.p.A, with registered offices in Via G.B. Morgagni 13, 00161 Rome.

The data subject who feels their personal Data are being processed in violation of current privacy laws has the right to lodge a claim with the Guarantor, as well as to bring said violation to the attention of the judicial authorities, pursuant to existing laws.

- ***Data Protection Officer***

The Data Protection Officer has been appointed by the Data Controller. You can contact the Data Protection Officer by email or certified email at [rpd@pec.infocamere.it](mailto:rpd@pec.infocamere.it).