

## ISSUANCE AND MANAGEMENT OF “LEI CODES” - GENERAL TERMS AND CONDITIONS OF SERVICE

### Article 1. Definitions

The following terms, in addition to the other definitions contained in these General Terms and Conditions will have, both in the singular and in the plural, the following meaning:

“**Annual Plan**”: means the subscription plan to the Service that the Applicant can choose as an alternative to the Multi-Year Plan and which has a duration of 1 (one) year, with the application of the economic conditions indicated in Annex B.

“**Applicant**”: the company or any other legal entity (including the Branch Office) other than the natural person - based in the territory of one of the countries in which InfoCamere can provide the service of issuing and managing the LEI Codes as a LOU (“Local Operating Unit”) duly accredited according to the LEI Rules - which, regardless of its legal form, in its reference jurisdiction is legally entitled to be the holder of rights and obligations and which requests InfoCamere to use the Service (as described in Article 3), directly or through a Designee (as defined below), subject to acceptance of these General Terms and Conditions.

“**Branch Office**”: the branch office of a company in the territory of a State other than the one in which the aforementioned company has its head office, which meets the requirements provided under the applicable law and the LEI Rules, including but not limited to the requirement that the branch office is located in the territory of one of the countries in which InfoCamere can provide the Service as LOU.

“**Designee**”: indicates the individual (meaning as such a natural person acting on his or her own behalf, possibly in the exercise of a professional activity, or as duly authorized representative of a legal person or other legal entity) authorized by the Applicant - by signing a document equivalent to the Delegation of Authority Form attached to these General Terms and Conditions as Appendix A - to sign the Agreement and to ask InfoCamere to provide the Service, in the name and on behalf of the Applicant.

“**InfoCamere**”: the joint stock IT consortium company of the Chambers of Commerce, with registered office at Via G.B. Morgagni 13, 00161 Rome (Italy) which provides the Service as a LOU (“Local Operating Unit”) duly accredited according to the LEI Rules.

“**LEI**”: the acronym for “Legal Entity Identifier”.

“**LEI Certificate**”: indicates the document in digital format - issued by InfoCamere and governed by specific general conditions available on the Web Portal - showing the possession of a LEI Code.

“**LEI Code**”: indicates the unique and universal identifier for the identification of legal entities engaged in financial transactions, consisting of an alphanumeric code of 20 characters, processed according to the rules of the International Organization for Standardization (ISO 17442: 2020) and the LEI Rules.

“**LEI Rules**”: indicates the rules of the International Organization for Standardization (and in particular ISO 17442: 2020), the “Global LEI System High Level Principles and Financial Stability Board recommendations” shared by the G20 at the Los Cabos (Mexico) summit in June 2012 and the “Global

Regulatory Oversight Committee Charter", together with any norm, rule, recommendation or regulation otherwise referred to as issued or being issued by the supranational bodies entrusted with the power to manage the global LEI system and in particular the "GLEIF" or The "Global Legal Entity Identifier Foundation", the "FSB" or "Financial Stability Board", the "ROC" or "Regulatory Oversight Committee" and the "COU" or "Central Operating Unit".

**“Multi-Year Plan”**: means the subscription plan to the Service that the Applicant can choose as an alternative to the Annual Plan and which has a duration of 3 (three) years (Three-Year Plan) or 5 (five) years (Five-Year Plan), with the application of the economic conditions indicated in Annex B.

**“Parent Data”**: indicates the data relating to: (i) the individual/s who directly and/or indirectly control/controls the Applicant - meaning as such the individual/s who is/are legally required to prepare the consolidated financial statements and whose scope of consolidation includes the Applicant – as well as the data relating to (ii) the Applicant's reference group, as indicated on the online LEI Code application form. This data has been identified on the basis of the assumptions, terms and conditions described by the LEI Rules and in particular by the document issued by the Regulatory Oversight Committee (ROC) on March 10, 2016 "*Collecting Data on Direct and Ultimate Parents of Legal Entities in the Global LEI System – Phase I*" accessible at the link [http://www.leiroc.org/publications/gls/lou\\_20161003-1.pdf](http://www.leiroc.org/publications/gls/lou_20161003-1.pdf), as subsequently amended and supplemented.

**“Public Holidays”**: the days January 1, January 6, Easter Monday, April 25, May 1, June 2, August 15, October 4, November 1, December 8, December 25 and December 26.

**“Reference Data”**: the data linked to a LEI Code, according to the ISO 17442:2020 definition, which includes in particular: identification code, name, address, legal form of the interested party as well as the relevant LEI code, its status (active or inactive) and its issuance and expiration dates

**"Service"**: indicates the issuing and management service of LEI codes as defined in Article 3.

**“Web portal”**: <https://id-lei.com/>.

**“Working Day”**: means any day of the week from Monday to Friday that is not included among the "Public Holidays".

## Article 2. Agreement and Appendices

These General Terms and Conditions, together with the application procedure found in the specific section of the Web Portal, the Delegation of Authority Form (Appendix A), the Price of Service Table found in the specific information section of the Web Portal (Appendix B) and the Privacy Policy (Appendix C), all published on the Web Portal, constitute the rules governing the service of issuing and managing LEI Codes (hereinafter, collectively, the "**Agreement**").

## Article 3. Subject

The subject of this Agreement is the provision, in compliance with the LEI Rules, of the LEI Code issuing and management service provided by InfoCamere as a LOU ("Local Operating Unit") duly accredited according to the LEI Rules (hereinafter the "**Service**").

## Article 4. Application for and issuance of the LEI Code

**4.1** The Applicant - either directly or through a Designee - may apply for a LEI Code using the specific section of the Web Portal where the Service is available.

**4.2** For the purposes of activating the Service, the Applicant or the Designee must complete the application procedure for the Service found in the specific section of the Web Portal, as set out in Article 4.3 below, and provide the documentation indicated in Article 4.4.

**4.3** In order to complete the Service application procedure, the Applicant or the Designee must: (i) accept these General Terms and Conditions; (ii) pay the fee amounts due pursuant to Article 6 and as indicated in the Price of Service Table found in the specific information section of the Web Portal as well as in Appendix B; (iii) sign the LEI Code application document with either a digital or handwritten signature.

**4.4** The Service application procedure requires the following documents be produced:

4.4.1 in the event of application by an Applicant, if the application document referred to in Article 4.3 is signed with handwritten signature, a valid non-authentic copy of an identity document of the Applicant's legal representative or of another person with power to sign;

4.4.2 in the event of application made by a Designee:

- (i) valid non-authentic copy of an identity document of the Applicant's legal representative or of another person with power to sign; and
- (ii) delegation of authority duly issued by the Applicant to the Designee using the form hereto attached as Appendix A; and
- (iii) if the application document referred to in Article 4.3 is signed with handwritten signature, a valid non-authentic copy of an identity document of the Designee.

**4.5** It is understood that the activation procedure referred to in this article 4 must be completed within sixty (60) days from the submission of the application pursuant to Article 4.3, under penalty of forfeiture of the same, without prejudice to the Applicant's right to submit a new request. In the event of forfeiture, the Applicant (also through the Designee, if applicable) shall be entitled to a refund from InfoCamere of the amounts paid at the time of submission of the issuance request, in accordance with the procedures made available by the Service.

**4.6** Within 4 Working Days from the completion of the procedure referred to in Articles 4.3 and 4.4, having received all the necessary documents, InfoCamere will activate the LEI Code, giving notice to the Applicant or the Designee through the channel indicated when the application was submitted and arranging for the publication of the LEI Code on the Web Portal as well as any other publication fulfillment required by the LEI Rules.

**4.7** In the event that the application is denied for any reason, InfoCamere will contact the Applicant or the Designee through the channel indicated when the application was filed - or, in the case of "multiple applications with high volumes" referred to in article 4.8 below, by the means agreed to in writing by InfoCamere and the Designee - in order to ascertain the possibility of rectifying the errors encountered. In the event that remediation is not possible, the request shall be deemed definitively rejected, and the Applicant (also through the authorized Representative, if applicable) shall be entitled to a refund from InfoCamere of the amounts paid at the time of submission of the issuance request, in accordance with the procedures made available by the Service.

**4.8** In the event of multiple applications with high volumes through a Designee, the activation of the Service will take place according to the procedures agreed to in writing with InfoCamere.

**4.9** If the conditions set forth in Article 4.10 below are met, InfoCamere - upon request by the Applicant or the Designee in the context of the Service application procedure - will activate the Service through the “FastLEI” procedure, that is to say within one Working Day (instead of within 4 Working Days pursuant to Article 4.6) and more specifically: (i) on the same Working Day as the application if the latter is received by 3 (three) p.m. or (ii) by 12 (noon) of the next Working Day if the application is received after 3 (three) p.m. (the times indicated above refer to the Central European time zone). For the sake of clarity, any application 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 based in the territory of one of the countries in which InfoCamere can provide the Service as a LOU (“Local Operating Unit”) duly accredited according to the LEI Rules; (ii) the Applicant is an entity registered with relevant registration authorities; (iii) the application for the Service is filed through the specific section of the Web Portal in compliance with Articles 4.1, 4.2 and 4.3 above; (iv) the application 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 4.4, so that no further additional information or documentation from the Applicant/Designee is required; (v) the application also contains subscription - pursuant to Article 5 - to the Annual Plan or to the first year of the Multi-Year Plan (renewals for the subsequent years of the Multi-Year Plan are excluded from “FastLEI” procedure and can only be made according to Article 5.2); (vi) payment of the charges due for the Service - which are envisaged by Attachment B, point 3 (“FastLEI”), and differ depending on the plan subscribed (Annual Plan or Multi-Year Plan) - is made by credit card; (vii) the application is timely and not multiple under Article 4.8; (viii) no impediment to issuance/renewal of a LEI Code - that may exist regardless of the “FastLEI” procedure (for example, application received from an entity already in possession of a LEI Code issued by another LOU) - is detected under the law, these General Conditions or the LEI Rules.

**4.11** Any application filed pursuant to Article 4.9 that does not meet even one of the conditions set out by Article 4.10 - except for the condition under point (viii) above - will be managed through 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.

**4.12** If the Service is activated through 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 validity of the LEI Code, issued pursuant to the Article 4 above, lasts for one year from the date of issue and is subject to annual renewal. The Applicant can choose to join the Service for a period of one year (“**Annual Plan**”) or several years (“**Multi-Year Plan**”) as provided for in this article. This choice can be made directly by the Applicant or by the Designee, through the Web Portal, both in the issuance phase and in the renewal phase of the LEI Code. Both in the case of the Annual Plan and the Multi-Year Plan the “FastLEI” procedure provided by Article 4.9 is allowed as long as the conditions set out by Article 4.10 are met.

**5.2** Subscription to the Multi-Year Plan is made by making advance payment of the total charges due for the relevant period for the provision of the Service. In the case of a Multi-Year Plan, the annual renewal of

the LEI Code for years included in the Multi-Year Plan happens automatically. However, in cases where the Applicant is subject to the obligation to notify InfoCamere of any changes to the Reference Data and/or the Parent Data pursuant to Article 9, 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 Multi-Year Plan subscription will not be subject to any extension or deferral. Furthermore, in the event of a subscription to the Multi-Year Plan, InfoCamere will issue the LEI Certificate, as defined in Article 1 of these General Conditions.

**5.3** Upon expiration of the Annual Plan and on final expiry of the Multi-Year Plan, renewal must be made in the manner indicated on the Web Portal, starting from 60 days before the expiration date of the Annual Plan and Multi-Year Plan, respectively. In the event of failure to renew a LEI Code promptly upon expiration of the Annual Plan or the Multi-Year Plan, the 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 specific information section of the Web Portal and in Appendix B. The provisions relating to the activation procedure set out in Article 4, where compatible, and in particular those regarding the reimbursement of fees paid by the Applicant in the event of expiration or rejection of the request set out in Articles 4.5 and 4.7, also apply to the renewal procedure for the Annual Plan and the Multi-Year Plan (in relation to the renewal that occurs upon the definitive expiration of the Multi-Year Plan). Without prejudice to the cases set out in the previous paragraph, the fees paid for the renewal of an Annual Plan or a Multi-Year Plan are subject to reimbursement only in the cases expressly provided for in these General Conditions.

**5.4** In compliance with the LEI Rules, the GLEIF (Global Legal Entity Identifier Foundation) or the Applicant may at any time request the transfer of the management of an already assigned LEI code from or to a LOU ("Local Operating Unit") other than InfoCamere (so-called "portability").

**5.5** Early termination of a LEI Code is envisaged ex officio in the cases permitted by the LEI Rules (e.g. termination of the legal entity to which the same LEI Code corresponds or loss by the Applicant of its status as a relevant legal entity for the purposes of the LEI Rules) without any obligation to return the sums paid by the Applicant pursuant to Article 6. The early termination of a LEI Code will also be simultaneously published on the Web Portal, with basically the same procedural formalities as utilized for the issue of a new LEI Code.

## **Article 6. Prices of the Service**

**6.1** For the use of the Service, and in particular for the issuance of each LEI Code, the Applicant is required to pay the amounts indicated in the Price of Service Table found in the specific information section of the Web Portal and in Appendix B, which specifies the charges to be paid for the Annual Plan and the Multi-Year Plan, respectively, pursuant to Article 5, also in the case where the “FastLEI” procedure is requested under Article 4.9.

**6.2** The Applicant acknowledges and accepts that: (i) the amounts set out for the use of the Service in the Price of Service Table present in the specific information section of the Web Portal and in Appendix B are subject to reimbursement only in the cases expressly provided for in these General Conditions; (ii) InfoCamere may freely and at any time modify the amounts set out in the Table of Economic Conditions of the Service or in any case the economic conditions of the Service, providing adequate information to users on the Web Portal; (iii) any modification made by InfoCamere pursuant to this paragraph will produce effects on subscriptions to the Annual Plans or Multi-Year Plans subsequent to the modification itself without the right to review the fee for the Plans subscribed to previously; (iv) in the event of transfer of the

LEI Code to another LOU, termination or extinction of a Legal Entity, there is no right to a refund of the fee for the Annual or Multi-Year Plans subscribed to previously..

## **Article 7. Method of billing and payments**

**7.1** The amounts due for the provision of the Service must be paid by the Applicant or by the Designee in the manner indicated below:

(i) by the means of payment made available by InfoCamere, provided that in case of “FastLEI” procedure article 4.10 shall apply;

(ii) in the case of applications for high volumes through a Designee: with the methods agreed by InfoCamere and the Designee.

**7.2** The billing methods are described in the online application form of the LEI Code and are compliant with applicable laws. The aforementioned methods are also applicable in the case of multiple high-volume applications, unless otherwise agreed in writing by InfoCamere and the Designee.

## **Article 8. Representations and warranties, obligations and responsibilities of the Applicant and the Designee**

**8.1** In consideration of the ownership by InfoCamere of the IT solutions functional to the provision of the Service, the use of the Service by the Applicant and the Designee must be carried out in compliance with the intellectual property rights of InfoCamere. In particular, it is forbidden to use (for example, on the Applicant or Designee'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 Designee, to the extent of their respective powers, are responsible for the completeness, correctness and truthfulness of the data entered on the online application form and, in any case, in the context of “LEI Code” issue/renewal procedure. In particular, the Applicant represents and warrants: (i) to not already be in possession of a "LEI Code"; (ii) to be aware that the LEI Rules are based on the principles of uniqueness and exclusivity of the "LEI Code" and therefore not to have submitted an application for the issuance of a "LEI Code" to other parties authorized to issue such codes; (iii) in the event of a request for the "LEI Code" through a Designee, that no other delegations of authority have been granted to apply for the "LEI Code".

**8.3** The Applicant or the Designee undertakes to refrain from any violation of systems and network security that may give rise to civil and criminal liability including introducing/sending programs (e.g. viruses, Trojan horses, etc.) that compromise the functioning of the InfoCamere network by violating its security.

**8.4** The Applicant and the Designee, to the extent of their respective powers, shall 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 Designee 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. Statements and commitments of the Applicant with particular reference to the "Reference Data" and the "Parent Data"**

**9.1** The Applicant undertakes to constantly monitor its Reference Data and to promptly give notice to InfoCamere of any variation of the same or, in any case, of any data or circumstance that may have an influence on its "LEI Code".

**9.2** Each Applicant acknowledges and accepts that: (i) by signing this Agreement, the Applicant grants InfoCamere, in its capacity as a LOU, a non-exclusive, irrevocable and unlimited license to use the Reference Data; (ii) InfoCamere may modify the Reference Data if it verifies its incorrectness and/or non-compliance with legal requirements and/or the LEI Rules and/or any data available on applicable public registers; (iii) the LEI Rules stipulate a specific regulation for the Reference Data, including a specific procedure for disputing the Reference Data (and the relevant LEI Code), which provides for the audit of the interested parties and which may lead to the modification of the Reference Data (and of the relevant LEI Code) should it be incorrect; (iv) when the Applicant is a Branch Office, its Reference Data must contain an express reference to the legal nature of the owning company.

**9.3** The Applicant acknowledges and accepts that the LEI Rules envisage that the LOU be granted access to the Parent Data - as defined in Article 1 and detailed in the LEI Code application form- and agrees to provide the Parent Data, if and to the extent applicable, truthfully, completely and correctly (and to provide documentation attesting to the correctness of the Parent Data, such as consolidated financial statements). The Applicant expressly acknowledges that failure or incomplete provision of the Parent Data (and related reference documentation) or failure to indicate the reason why it is not possible to provide the Parent Data may be grounds to deny the issuance of the LEI Code. The Applicant also agrees to request the entity/entities which directly and/or indirectly control(s) the Applicant to submit an application for the issuance of a LEI Code, if they do not already have one.

**9.4** The Applicant shall constantly monitor its Parent Data and shall promptly communicate any changes thereof which may have an actual or potential influence on the LEI Code and/or the Reference Data, expressly acknowledging that failure to update the Parent Data may be grounds to deny the renewal of the LEI Code. Finally, the Applicant acknowledges and accepts that, in the cases established by the LEI Rules, InfoCamere may integrate/modify the Parent Data should it ascertain its incorrectness and/or non-compliance with legal requirements and/or the LEI Rules.

**9.5** The Applicant that is a Branch Office undertakes to promptly notify InfoCamere with any change relating to the owning company (e.g. its termination or cancellation from applicable registers) and to the LEI Code of the aforementioned company (e.g. non-renewal), expressly acknowledging that, according to the LEI Rules, the issue, renewal and maintenance of a Branch Office's LEI Code is subject to the existence of the owning company and to the possession of a LEI code by the owning company itself.

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

**10.1** InfoCamere agrees to diligently carry out the activities for which it is responsible, ensuring access to the Web Portal Service **from 8:00 am to 9:00 pm every Working Day and on Saturday from 08:00 am to 2:00 pm** (the times indicated above refer to the Central European time zone) and during any other hours that may be notified by InfoCamere on its Web Portal. In any event, InfoCamere's exclusion of liability due to force majeure or for causes not attributable to InfoCamere in accordance with the law and these General Terms and Conditions remains unaffected.

**10.2** Except in cases of willful misconduct or gross negligence, InfoCamere is solely liable for damages

that are a direct and immediate consequence of its conduct.

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

- a) special maintenance or repair operations on the Web Portal;
- b) force majeure (or any unforeseeable circumstance and in any case beyond the reasonable control of InfoCamere such as, by way of example but not limited to, acts of public authorities, uprisings or civil unrest, strikes, lockouts or other trade union disputes, blocks or embargoes, interruptions in the supply of electricity, floods, natural disasters, epidemics) or even partially unforeseeable circumstances;
- c) malfunction or breakdown, failure to update or improper installation and/or configuration of the equipment and IT systems used by the Applicant and/or Designee.
- d) interruption or malfunction of the telephone/Internet network.

## **Article 11. Changes to the Agreement and/or the Service**

The Applicant acknowledges and accepts that, in order to comply with any changes to the LEI Rules (including instructions from the GLEIF Foundation - "Global Legal Entity Identifier Foundation"), and in any case with laws, regulations, public authority measures and/or for unforeseeable needs, including of a technical nature, it will be possible for InfoCamere to change, freely and at any time, this Agreement and/or its Appendices, as well as the features and methods of providing the Service, including the Web Portal.

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

InfoCamere may temporarily suspend the provision of the Service for reasons of a technical nature, or for reasons of force majeure or, for even partially unforeseeable circumstances, providing, when possible, notice via the Web Portal.

## **Article 13. Duration of the Agreement. Withdrawal and termination for non-fulfillment**

**13.1** This Agreement is of one-year or multi-year duration— specifically, three (3) or five (5) years —, depending on the choice made by the Applicant or the Designee to subscribe to the Annual Plan or the Multi-Year Plan, respectively, pursuant to Article 5.

**13.2** The Applicant may withdraw from the Agreement at any time and without notice, by requesting the transfer of the management of a LEI Code already assigned to another LOU pursuant to Article 5.4. InfoCamere may withdraw from the Agreement at any time in the event that, for any reason, InfoCamere ceases to be a LOU ("Local Operating Unit") or in any case to carry out the related LEI Code issuance service.

**13.3** In the event of non-fulfilment by the Applicant and/or the Designee of any of the provisions referred to in articles 8 and 9, InfoCamere will have the right to terminate this Agreement, subject to prior notice of default to the Applicant in accordance with the law.

**13.4** Notwithstanding termination of this Agreement, InfoCamere shall continue the management of the relevant LEI code in accordance with LEI Rules as long as the Applicant exists and as long as InfoCamere will operate as a LOU, whichever is shorter.

## **Article 14. Communications**

**14.1** Any written communication from the Applicant or the Designee to InfoCamere relating to the Agreement and/or the Service shall be sent via e-mail to the address published by InfoCamere on the Web Portal.

**14.2** Any communication from InfoCamere to the Applicant or to the Designee will be made available through the channel indicated by the Applicant when submitting the application (for example: contact email) or, in the case of multiple high-volume applications, with the methods agreed to in writing by InfoCamere and the Designee.

## **Article 15. Privacy Policy**

**15.1** In relation to the processing of personal data provided by the Applicant and/or Designee when requesting the Service, InfoCamere will operate in compliance with the provisions of the General Regulation on the protection of personal data (EU Reg. 2016/679) and the Italian Privacy Code (Legislative Decree no. 196/2003 and subsequent amendments).

**15.2** The "Privacy Policy" document referred to in Appendix C constitutes an integral part of these General Terms and Conditions.

## **Article 16. Governing law**

These General Terms and Conditions and the activities regulated thereby are governed by and construed in accordance with the laws of Italy.

## **Article 17. Dispute resolution**

Any dispute that may arise between the parties out of and/or in connection with these General Terms and Conditions and in particular any dispute relating to the validity, interpretation, performance and termination of these General Terms and Conditions shall be deferred to the exclusive jurisdiction of the Court of Rome (Italy).

## **Article 18. Appendices**

The following appendices form an integral and substantial part of these General Terms and Conditions, which the Applicant declares to have expressly read and accepted:

Appendix A - Delegation of Authority Form

Appendix B - Price of Service Table

Appendix C - Privacy Policy

## **Article 19. Language**

English is the official language of these General Terms and Conditions; any translation is for reference purposes only. As a result, in case of discrepancy between the English version and other language versions, the English version shall prevail.

*Space for Signature/Acceptance of the General Terms and Conditions*

The Applicant declares to have read and expressly accept, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following provisions of the General Terms and Conditions: Article 4. Application for and issuance of the LEI Code; Article 5. Duration, renewal and early termination of the LEI Code; Article 6. Prices of the Service; Article 8. Representations and warranties, obligations and responsibilities of the Applicant and the Designee; Article 9. Statements and commitments of the Applicant with particular reference to the "Reference Data" and the "Parent Data"; Article 10. Obligations and responsibilities of InfoCamere; Article 11. Changes to the Agreement and/or the Service; Article 12. Suspension of the Service; Article 13. Duration of the Agreement. Withdrawal and termination for non-fulfillment; Article 17. Dispute resolution.

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

Furthermore, the Applicant and/or Designee, pursuant to Articles 6 and 7 of the General Regulation on the protection of personal data (EU Reg. No. 2016/679) and of Article 130 of the Italian Privacy Code (Legislative Decree 196/2003 and subsequent amendments) expresses its consent to the processing of its personal data with reference to the purposes of the data processing indicated below:

- for the production of statistics and market research by InfoCamere;

Consent

Do not consent

- -for the communication and/or sending, by e-mail and telephone, of information and/or promotional material by InfoCamere relating to services aimed at the digitization of businesses. In particular, services similar to those covered by this Agreement may be offered.

Consent

Do not consent

The above consents for processing purposes are optional and, therefore, any failure to grant such consent shall not prevent access to the Service.

**Appendix A:**  
**DELEGATION OF AUTHORITY FORM**

The Applicant

a company incorporated under the laws of:

• Registered office address:

• Identification number:

• Applicable public register:

• Date of incorporation:

• Represented by Mr./Ms.:

• Born in:

as legal representative of the Applicant, hereby **APPOINTS** as Designee *(please consider only the filled-out option below)*

The individual:

• Name and Surname:

• Identification number:

The organization:

• Name

• Registered office at:   
*(address)*

• Identification number:

• Applicable public register:

• Represented by:   
*(Name and surname)*

• Identification number:

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

**1) ISSUANCE/RENEWAL** (including when renewal of the LEI Code occurs in case of **PORTABILITY**, i.e. the transfer to InfoCamere of the management of a LEI Code previously managed by another LOU): that is to say request/renew the so-called “LEI (Legal Entity Identifier) Code” recognised by international laws, providing for payment of the charges envisaged for the issuance/renewal and carrying out any other operation necessary or advisable for the issuance/renewal of the so-called “LEI Code” under the:

*(N.B. for the Applicant: please check the appropriate alternative)*

**ANNUAL PLAN**

*(i.e. subscribing to the LEI Code issuing and management service for one year)*

**or**

**THREE-YEAR PLAN**

*(i.e. subscribing to the LEI Code issuing and management service for three years)*

**or**

**FIVE-YEAR PLAN**

*(i.e. subscribing to the LEI Code issuing and management service for five years)*

**(N.B. for the Applicant: please check the appropriate alternative: Annual Plan, Three-year or Five-year Plan)**

The Designee will also have the right to request the performance of ancillary services (such as the LEI Certificate) or the activation of the LEI Service with a fast-track procedure (“FastLEI”), if applicable to the interested Legal Entity/Applicant based on the general terms and conditions regarding such service. The Delegate will also have the right to request reimbursement from InfoCamere, in the name and on behalf of the Legal Entity/Applicant, for the costs incurred for the service of issuing and managing the LEI Codes in the cases and under the conditions set out in the general conditions.

**2) PORTABILITY:** that is to say to request transfer to InfoCamere of the management of a LEI Code already assigned by another LOU (so-called “portability”) carrying out any operation necessary or advisable for that transfer.

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

Signature

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## Appendix B Prices of the Service

### 1. Standard LEI

#### 1.1 Annual Plan

	<b>Activation (including first year)</b>	<b>Renewal</b>	<b>LEI Certificate (optional)</b>
<b>Individual application on the website</b>	€ 69.00	€ 65.00	€ 10.00

#### 1.2 Three-Year Plan

	<b>Subscription during initial activation phase</b>	<b>Subscription during renewal</b>	<b>LEI Certificate</b>
<b>Individual application on the website</b>	€ 199.00 (69.00 + 65.00 + 65.00 Euro)	€ 195.00 (65.00 + 65.00 + 65.00 Euro)	No charge

#### 1.3 Five-Year Plan

	<b>Subscription during initial activation phase</b>	<b>Subscription during renewal</b>	<b>LEI Certificate</b>
<b>Individual application on the website</b>	€ 329.00 (69.00 + 65.00 + 65.00 + 65.00 + 65.00 Euro)	€ 325.00 (65.00 + 65.00 + 65.00 + 65.00 + 65.00 Euro)	No charge

### 2. Fast LEI

#### 2.1 Annual Plan

	<b>Activation (including first year)</b>	<b>Renewal</b>	<b>LEI Certificate</b>
<b>Individual application on the website</b>	€ 119.00 (69.00 + 50.00 Euro)	€ 115.00 (65.00 + 50.00 Euro)	No charge

## 2.2 Three-Year Plan

	<b>Subscription during initial activation phase</b>	<b>Subscription during renewal</b>	<b>LEI Certificate</b>
<b>Individual application on the website</b>	€ 249.00 (199.00 + 50.00 Euro)	€ 245.00 (195.00 + 50.00 Euro)	No charge

## 2.3 Five-Year Plan

	<b>Subscription during initial activation phase</b>	<b>Subscription during renewal</b>	<b>LEI Certificate</b>
<b>Individual application on the website</b>	€ 379.00 (329.00 + 50.00 Euro)	€ 375.00 (325.00 + 50.00 Euro)	No charge

**The prices of the service are indicated according to the tax law provisions set forth in Presidential Decree 633/72.**

The above-mentioned amounts include a fee of USD 11.00 for each LEI Code issued or renewed, which is allocated to fund operation by the Global Legal Entity Identifier Foundation (GLEIF). There are no fees for transferring the management of a code to or from InfoCamere.

## Appendix C Privacy Policy

### Information notice pursuant to Articles 13 and 14 of the General Regulation on the Protection of Personal Data (EU Reg. 2016/679)

Pursuant to Articles 13 and 14 of EU Reg. no. 2016/679 (hereinafter "GDPR"), the following information notice is provided in connection with the personal data entered by the Applicant and/or the Designee in the online application form for the Service and/or in any Delegation of Authority Form (Appendix A) (the terms in capital letters have the meaning attributed to them in Article 1 - Definitions of the General Terms and Conditions - to which this Information notice is attached).

- **Data Controller**

InfoCamere SCpA ([www.infocamere.it](http://www.infocamere.it)) is the Data Controller of the personal data that the Applicant and/or the Designee enters in the online application form for the Service and of any further personal data communicated to InfoCamere in the context of the Service referred to in the General Terms and Conditions (hereinafter the "Data").

- **Purpose of data processing and legal basis**

The Data is processed by InfoCamere to allow the fulfillment of the Agreement as well as the performance of all the relevant services and obligations (e.g. e-mail or telephone communications relating to expiration of the LEI Code), according to the LEI Rules, and also for the purpose of sending the invoice to the e-mail address provided in the context of the Service.

The legal basis of the processing is set out in Article 6, paragraph 1, letter b) of the GDPR, as the processing of data is necessary for the fulfillment of an agreement of which the data subject is party or for compliance with pre-contractual measures adopted at the request of the data subject.

- **Methods of data processing and storage**

The Data are processed using automated tools for the purposes indicated above, through the use of adequate technical and organizational means, capable of ensuring, in compliance with current legislation on the protection of personal data, the confidentiality and security of the personal data provided and prevent illegal or unauthorized access.

The Data are stored on paper and/or computerized media to which only employees and collaborators authorized to process the data have access, after having signed confidentiality agreements.

The Data are processed for the entire duration of the Agreement and are subsequently kept for the time strictly necessary for the fulfillment of relevant tax obligations as well as for the fulfillment of the obligations arising out from LEI Rules. Subject to the adoption of adequate protection measures, the Data may also be stored for the purpose of protecting the Data Controller (e.g. in case of disputes). The provision of the Data is necessary in order to sign and perform the Agreement.

The Data may be communicated by InfoCamere to legal authorities in the event of an express request, in accordance with applicable laws.

- **Parties to whom the data may be disclosed**

The Data may be transmitted to controlled, controlling or affiliated companies or entities in order to carry out some of the services connected or instrumental to the Service (such as to provide support and assistance to the User), as well as to other companies or entities that perform the function of LOU (Local Operating Unit) or that in any case belong to the LEI (Legal Entity Identifier) system in order to ensure the principle of uniqueness of the LEI Code assigned to each Legal Entity as established under the relevant regulations. When necessary pursuant to Article 28 of EU Reg. 2016/679, the parties to whom the Data are transmitted are previously designated as external data processors. The Data will not be distributed or communicated to third parties, outside the specific regulatory

provisions.

- ***Further data processing purposes and legal basis***

For effective processing, InfoCamere may use artificial intelligence tools to support operators' activities, automating request classification and data verification, as well as correctly extracting information from the documents provided and/or contained in completed forms. The use of these artificial intelligence techniques, in any case, does not involve any exclusively automated decision-making process involving natural persons, nor does it fall within the practices prohibited and/or defined as high-risk by EU Regulation 1689/24 on artificial intelligence. These processing activities, carried out in compliance with the principles of fairness, data minimization, lawfulness, and purpose limitation, are based on the legal basis set forth in Article 6, paragraph 1, letter f) of EU Regulation 2016/679, as the processing is necessary for the pursuit of the data controller's legitimate interest in providing a service that meets the customer's needs.

With the explicit and specific consent of the Applicant and/or the Designee, the Data can also be processed:

- i) for the production of statistics and market research by InfoCamere;
- ii) for the communication and/or sending, by e-mail and telephone, of information and/or promotional material by InfoCamere relating to services aimed at the digitization of businesses. In particular, services similar to those covered by this Agreement may be offered.

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

- ***Rights of the Data Subject***

The data subject may, at any time, exercise the rights of access to personal data and the other rights provided for by Articles 15 and following of the GDPR, in order to obtain confirmation of the existence of data concerning him/her as well as to access, correct, delete, or limit the processing of the data, or to oppose their processing for legitimate reasons or to request their transfer, by addressing a specific request to the Data Controller, by e-mail to the address: [contatti@infocamere.it](mailto:contatti@infocamere.it) or by registered mail with return receipt to InfoCamere SCpA, with registered office in Via G.B. Morgagni 13, 00161 Rome.

The data subject who alleges that the processing of his/her personal data has been carried out in violation of applicable law provisions on the protection of personal data, has the right to lodge a complaint with the Italian Data Protection Authority as well as to start legal proceedings according to applicable law provisions.

- ***Data Protection Officer***

The Data Controller has appointed the Data Protection Officer. It is possible to contact the Data Protection Officer by e-mail at the address: [rpd@infocamere.it](mailto:rpd@infocamere.it)