

# Request for Services

## [Simplified version]

### Customer data

Name/Corporate name ..... (hereinafter, the "**Customer**")

Belonging to (name of group) .....

Registered office in (Country).....

Address .....Post code.....

Telephone.....

Typology of customer:

- Bank or Investment Firm
- Other entity (included within the subjects identified under the Rules governing the services indicated below).....

First name and family name of the Legal/Contract Representative .....

Email Address of Legal/Contract Representative and Position held in the Company .....

By signing this Request for Services, the Customer requires to Cassa di Compensazione e Garanzia S.p.A. (hereinafter, the "**Euronext Clearing**") supplies to the Customer the following Service(s) [tick the appropriate box(es)]:

- Clearing and Guarantee Service in the Share Section** in the capacity of
  - General Clearing Member
  - Individual Clearing Member
  - Trading Client

- Clearing and Guarantee Service in the Euronext Equity Section** in the capacity of
  - General Clearing Member
  - Individual Clearing Member
  
- Clearing and Guarantee Service in the Equity Derivatives Section** in the capacity of
  - General Clearing Member
  - Individual Clearing Member
  - Trading Client
  
- Clearing and Guarantee Service in the Energy Derivatives Section** in the capacity of
  - General Clearing Member
  - Individual Clearing Member
  - Trading Client
  
- Clearing and Guarantee Service in the Agricultural Commodity Derivatives Section** in the capacity of
  - General Clearing Member
  - Individual Clearing Member
  - Trading Client
  
- Clearing and Guarantee Service in the Bond Section** in the capacity of
  - General Clearing Member
  - Individual Clearing Member

- Trading Client
  
- Clearing and Guarantee Service in the ICSD Bond Section** in the capacity of
  - General Clearing Member
  - Individual Clearing Member
  - Trading Client

### **Applicable provisions**

Each Service, as requested above, shall result, upon Euronext Clearing acceptance by means of a written communication to the Customer, which shall also specify the day on which Euronext Clearing will begin to supply the Service(s) to the Customer, in as many separate and independent legal relationships as the Services requested and supplied.

However, from the time the Customer receives the written communication from Euronext Clearing of both the confirmation of receipt of the Request for Services and the codes (userID and password) for accessing the restricted area of Euronext Clearing's website, as well as an invitation to complete the Participation Documentation, the relationship between the Customer and Euronext Clearing shall be governed by the General Conditions and the Annexes issued by Euronext Clearing insofar as they are applicable.

This Request for Services and the legal relationships deriving from it shall be governed, pursuant to Articles 1341 and 1342 of the Italian Civil Code, by the above mentioned documents, which the Customer declares to know and accepts, having examined them on Euronext Clearing's website.

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

The Customer states to have read and understood the Privacy Policy published on Euronext Clearing's website at the link: [About us/Legal Data/Privacy](#).

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

The Customer declares that the signature below is also to be the specimen signature of the Legal Representative [applicable only in case of Request of Service signed by the Legal Representative and the Legal Representative is different from the one already indicated to Euronext Clearing].

This Request for Services is accompanied by the following documentation:

- powers of the Legal Representative [applicable only in case of Request of Service signed by the Legal Representative and the Legal Representative is different from the one already indicated to Euronext Clearing]

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(Place and date)

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(Signature of the Legal/Contract Representative)

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(First name and family name)

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

- the following provisions of the **General Conditions Part I**: Art. 3 (Obligations and performance of Euronext Clearing), Art.4 (Obligations of the Customer), Art. 6 (Communications), Art. 7 (Amendments of the General Conditions and the Annexes), Art. 8 (Liability), Art. 10 (Fees), Art. 11 (Duration of the Contract and withdrawal), Art. 12 (Express termination clause), Art. 13 (General Provisions), Art. 14 (Disputes and compulsory arbitration), Art. 15 (Applicable Law and jurisdiction);
- the following provisions of the **General Conditions Part II**: Art. 5 (Obligations of the Customer of the Clearing and guarantee service), Art. 7 (Suspension from execution of the Clearing and guarantee service, its termination and default procedures), Art. 8 (Technological Infrastructure);
- the following provisions of the **CC&G Rules**: Art. B.2.1.2, par. 7 and 11 (Requirements for membership in the System), Art.B.2.2.1 (Failure to maintain requirements and restoration methods), Art. B.2.2.2 (Suspension), Art. B.2.2.4 (Exclusion), Chapter B.2.3 (Relations between General Clearing Members and Trading Clients), Art. B.3.1.1, par. 2 and 3 (Effects of concluded operations), Art. B.6.1.1 (Clearing Member's Default), Art. B.6.2.2 (Default of Trading Clients), B.6.2.2 bis (Default, expenses for the management of the default and termination of the service of the Special Clearing Member), Art. B.6.2.3 (Expenses for the management of the default procedure of a Clearing Member), B.5.2.7 (Final settlement of the contractual positions of the Agricultural Commodities Derivative Section - Covering sales positions), B.5.2.9 (Final settlement of the contractual positions of the Agricultural Commodities Derivative Section - Delivery procedure);
- the following provisions of the **CC&G Instructions**: Art. B.1.1.1, par. 4 and 5 (Requirements for membership as Clearing Members), Art. B.1.1.2, par. 2 and 5 (Requirements for Trading Clients), Art. B.1.1.6 (Relationship with Settlement Agent), Art. B.1.1.6-bis Relations with the Settlement Agent in respect to Euronext Equity Section, Art. B.2.1.0 bis (Posting rules and

transfer of *Positions* for the Euronext Equity Section), Art. B.2.1.4 (Transfer of Positions relating to the Cash Section), art. B.6.4.5. (Settlement of the contractual position of the Agricultural Commodities Derivative Section--Contesting the quality of the underlying), Art. B.7.1.1 (Management of Failed Positions in the Cash and Derivatives Sections), Art. B.7.1.3 (Execution of the Buy-In procedure), Art. B.7.1.4 (Buy-In procedure for Failed Contractual Positions for failed Contractual Positions of Special Clearing Member), Art. B.7.1.5 (Sell-Out procedure) Article B.7.2.1 Management of Failed Positions in the Cash Sections for Euronext Equity Section.

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(Place and date)

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(Signature of the Legal/Contract Representative)

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(First name and family name)

Please complete Request for services and return it together with supporting documentation as requested in the Annexes, digitally signed, to the Euronext Clearing Membership Department at the following e-mail address:

[ccp-membership@euronext.com](mailto:ccp-membership@euronext.com)