



## MTS S.p.A.

### Amendment to the Membership Documentation

(September 2019 edition)

Corporate Name (hereinafter, "Participant")	
Legal Entity Identifier (LEI)	

Considering that the agreement between EuroMTS Limited and Participant to use the following Services has been novated to MTS S.p.A. ("MTS"), with effect March 1<sup>st</sup>, 2019 (or April 1<sup>st</sup> 2019 for BondVision Europe MTF), MTS and the Participant now intend to amend the Membership Documentation, as this term is defined in the Terms and Conditions. Please tick the appropriate box to specify the trading venues and Services Participant is a member of:

- Cash Domestic MTF
- EBM MTF
- BondVision Europe MTF

#### Amendments

Participant and MTS agree that starting from the date of execution of this Amendment, the Membership Documentation shall be amended as follows:

- 1) The current Terms and Conditions (MTS S.p.A. Markets (MTS Cash Domestic and EBM) Terms and Conditions (English version – English law; applicable only to certain participants novated from EuroMTS Limited) shall be deleted and replaced with the attached Terms and Conditions MTS S.p.A. Markets (MTS Italy, MTS Cash Domestic, EBM and BondVision Europe MTF) Terms and Conditions) available also, as amended from time to time at <https://www.mtsmarkets.com/resources/membership-general-terms-and-conditions>.

#### Applicable Provision

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



The participant understand and agrees that, upon acceptance by MTS of this Amendment, the Membership Documentation will comprise new Terms and Conditions which, just like the Market Rules, are regulated under Italian law.

### Data Protection

The personal data provided by Participant, its Contract Representatives, employees, officers, staff, and/or any other person on its behalf both herein or within the Membership Portal are used by MTS, as a data controller, in accordance with the MTS Privacy Policy, available at: <http://www.mtsmarkets.com/mts-home/privacy-and-cookies-policy> . The Participant hereby agrees and confirms that it has procured for an appropriate notice to be made available to the relevant data subjects and has obtained any consents or authorisations required to permit MTS to use the personal data for such purposes.

\* \* \* \* \*

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

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

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

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

and/or

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



and/or

- The following provisions of the **BondVision Europe MTF Rules**: art. 3.3 (Participants' ongoing undertakings); art. 3.5 (Participant suspension from trading); art. 3.6 (Participant exclusion from trading); art.4.1 (General system operations); art 4.8 (Cancellation of Trades in the cash segment); art. 4.9 (Cancellation of Trades in the GCM segment); art. 6.5 (Amendments and Communications); Title VII (Supervision and sanctions); Title VIII (Final provisions).

Name and Surname:
Position held in the company:
Authorised Signature of the Legal Representative:
Place and Date:

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

**MTS S.p.A:**

Via Tomacelli 146,00186 Rome-Italy

Fax +39 06 42120 200

e-mail [monitoring@mtsmarkets.com](mailto:monitoring@mtsmarkets.com)

For acceptance:

**MTS S.p.A.**