



MTS SpA

EBM MTF and MTS Cash Domestic MTF Application Form

(August 2018 edition)

Corporate Name (hereinafter, " Participant ")	
Legal Entity Identifier (LEI)	
Clients Qualification	<input type="checkbox"/> EU Credit Institution <input type="checkbox"/> Non-EU Authorised Firm <input type="checkbox"/> EU Investment Firm <input type="checkbox"/> Unauthorised Firm <input type="checkbox"/> Other EU Authorised Firm

By signing this Application form, the Participant applies to MTS S.p.A. (hereinafter, "MTS") to use the following Service(s) [tick the appropriate box(es)]:

- CashDomestic MTF
- EBM MTF

The Participant undertakes to inform MTS in writing and or via the Membership Portal, without delay, of any changes of the details provided in this request (the "**Application**") and/or on the Portal.

Applicable Provision

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

Once the Participant receives from MTS the written confirmation of receipt of this Application together with an invitation to complete the relevant sections of the Portal by using the userID and password already available to the Participant in light of it being already a participant to other trading venues operated by MTS, the relationship between the Participant and MTS for the above mentioned Services shall be governed by this Application, the Terms and Conditions and the relevant Schedules, including also the Rules, the MTS GUI Licence terms and conditions, where relevant, and the Fee Schedule (hereinafter all together referred to as "Membership Documentation"). Participant acceptance to participate on the relevant market shall be effective and binding as of the date MTS, upon successful completion of the membership process, accepts this Application by way of a written communication to be sent via its Client Services Notices.



Where there is a conflict between any of: i) this Application; ii) the Terms and Conditions; and iii) any Schedule(s), the prevailing terms shall be those contained in the following documents in prevailing order:

- a. This Application (including the Privacy Policy and the contents of the Portal);
- b. The Rules;
- c. The Terms and Conditions;
- d. The other Schedules different from the Rules;
- e. The Technical Specifications.

Participant confirms agrees that, by accessing the MTS Market via the MTS front-end GUI, it will be subject to the GUI licence terms and conditions available at <https://www.mtsmarkets.com/resources/membership-general-terms-and-conditions> .

Data Protection

Both parties acknowledge that the applicable law on data protection (legislative decree No. 196/2003, as subsequently replaced and/or integrated with effect from May 25 2018, by the EU General Data Protection Regulation No 679/2016 and by the relevant national and international implementing and integrating regulations and orders) shall apply only to the personal data.

The Participant represents that it has read and understood the Privacy Policy published on the MTS website at the link: <https://www.mtsmarkets.com/mts-home/privacy-and-cookies-policy> .

The Participant, having read the Privacy Policy provided by MTS as data controller, declares to have made available to the Contract Representative/s and to its employees and/or officers whose personal data are provided herein or within the Membership Portal, the Privacy Policy.

Additionally, the Participant declares to have obtained the consent of its Contract Representative/s and its employees and/or officers to the processing of their personal data for the marketing purposes outlined below, save for their right to subsequently object to the processing of their personal data by sending a communication to the address indicated in the Privacy Policy.

consent is given to the receipt of marketing and promotional communications relating to products and services of MTS

consent is given to the delivery of marketing and promotional communications relating to the products and services of the companies belonging to the London Stock Exchange Group plc., to which such data will be communicated.



The Participant confirms that it has read and understood the Membership Documentation and that it has had an opportunity to discuss the same with MTS. By executing this Application form, the Participant, hereby unequivocally agrees to be bound by the terms of the Membership Documentation.

The Participant declares that the information given in this Application form is true and correct.

Name and Surname:
Authorised Signature of the Legal Representative:
Place and Date:

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 prevision); 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 Annexes**: art. 3.3 (Participants'on going undertakings); art. 3.5 (Suspension from trading); art. 3.6 (Exclusion from trading); art.4.1 (General system operations); art. 4.10 (Cancellation of Trades); art. 4.12 (Law governing trades); art.7 (Supervision and sanctions); art. 8 (Liability).
and/or
- The following provisions of the **EBM MTF Rules**: art. 3.3 (Participants'on going undertakings); art. 3.5 (Suspension from trading); art. 3.6 (Exclusion from trading); art.4.1 (General system operations); art 4.10 (Cancellation of Trades); art. 4.12 (Law governing trades); art.7 (Monitoring the course of trading); art. 8 (Liability).



Name and Surname:
Authorised Signature of the Legal Representative:
Place and Date:

Legal / Company Secretary certification:

The undersigned, _____, in my capacity as Legal Counsel/Company Secretary (delete as appropriate) of the Participant, hereby certifies that a) the above signature is authentic and b) the signatory has powers to sign and bind the Participant for the purposes of this Application

Name and Surname:
Authorised Signature:
Position held in the Company:
Place and Date:

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

MTS S.p.A

Via Tomacelli 146, 00186 Rome - Italy

Fax +39 06 42120 200

e-mail monitoring@mtsmarkets.com