

## **INFORMATION SHEET**

### **Current Account and Transaction Banking Services**

Date: 20th November 2017

Here below we listed **the term and conditions regarding the bank accounts** opened within our Milan branch. It is being understood between the parties that the terms conditions could be subject to amendments if expressly agreed between the parties and consequently reported within the syntheses report. The account relation will be also regulated by the provisions contained within the "General Terms and conditions".

The account's holder **can demand copy** of the document, in paper based or electronic format.

<b>Information regarding the Bank</b>	
Name	Commerzbank AG
Status	Aktiengesellschaft
Administrative headquarter	Kaiserßtrasse 16 – FRANKFURT am MAIN (Germania)
Secondary Office in Italy	Corso Europa 2 – 20122 MILAN
Internet address	www.commerzbank.it
Office to be contacted	Corporate Clients – Trade Finance Cash Management
E-mail address	infomilano@commerzbank.com
Registration number	5376
Controlling company	Commerzbank AG
Register number of german chamber of commerce	HRB 32000 - Frankfurt
Subscribed Stock capital	As of 31-12-2016 Euro1.252.357.634
Register number R.E.A.	1288226 - Milano
Partita IVA	12486580157
Fiscal code and register number of commerce	97067350153
ABI code	03095.7
Monetary and Financing Institutions Code (FMI Code)	IT0001198963145
Other information	Adhering to the National Guarantee Fund, and through the head office, to the German Law Fund "Entschädigungseinrichtung Deutscher Banken GmbH, analogous to the Interbank Fund for the Deposit's Guardianship. Subject to the German Central Bank's and Bank of Italy's supervision
<b>What is a bank account</b>	
<p>The bank account is a contract with which the bank carries out a cash service for the customer, keeping in custody his savings and managing his money with a series of services (deposits, withdrawals and payments within the limit of the available balance). The current account is usually connected with other services such as debit cards, credit cards, cheques, bank transfers, domiciliation of payments, credit lines.</p> <p>The Bank account is a safe bank service. The main risk is the counterparty risk, i.e. the risk of the bank not being able to refund the customer, entirely or partially, with the available account balance (therefore the Bank takes part in the guarantee funds as of "Other information" section, which ensure each account holder a maximum coverage defined by the Fund itself <a href="http://www.edb-banken.de/en">http://www.edb-banken.de/en</a>).</p> <p>Other risks include loss or removal of cheques, debit cards, credit cards, personal data and keywords for online access, but these can be reduced to a minimum if the account holder handles these instruments with caution.</p> <p>More information can be found in the "<b>Practical guide to bank account</b>", which helps to choose the right account type, available at <a href="http://www.bancaditalia.it">www.bancaditalia.it</a></p> <p>This bank adheres to the Agreement for the customers Claim Department and the "<b>Arbitro Bancario Finanziario</b>", which provides a controversies resolution procedure different from going to a judge.</p> <p>For possible objections of the relationships maintained with the Bank, the Customer can go to the Bank's Complaints Department to the address indicated in the part with the information about the Bank and, where there are the presuppositions, to the "<b>Arbitro Bancario Finanziario</b>" directly complying with the formalities indicated in the "ADVICE" given with the Contractual Provisions and available in the branch.</p>	

<i>Main Economic Conditions</i>					
	Description	Value		Comment	
Credit interest	Credit rate on accounts in EUR	Eonia first working day – 1,50		Min. 0,00 % - before the applicable withholding tax	
	Credit rate accounts not EUR	Libor first working day – 1,50		Min. 0,00 % - before the applicable withholding tax	
Debit Interest	Debit rate on accounts in EUR	Eonia* first working day + 5,20		Max. 10,00 % - current account overdraft	
		Eonia* first working day + 6,50		Max. 10,00 % - exceed credit limit	
	Debit rate accounts not EUR	Libor first working day + 5,20		Max. 10,00 % - current account overdraft	
Interests Calculation	Interests calculation's periodicity and date	Annual, the 31 <sup>st</sup> December of each year and, in any case, at the end of the relationship		For debit and credit interests	
	Debit interest due date	March 1 <sup>st</sup> of the year following the year in which interest is accrued and, in case of final closure of the relationship, immediately			
	Credit interest due date	The same business day of the year in which interest is accrued and, in the event of the final closure of the relationship, immediately			
	Interest divisor	Civil year		For debit and credit interests	
Fixed charges	Account maintenance fee	EUR 150,00		Monthly	
	Fee for pledged accounts	EUR 500,00		Monthly	
	Periodicity of sending account statements paper based	Quarterly			
	Account's closing expenses	No fees			
	Postal charges	EUR 2,00		Per single item	
	Expenses for additional statements of account on customer's demand, duplication, advices, other	EUR 10,00		For each statement/document	
	Stamp duty for every statement of account	As provided by the law in force			
	Certification for auditors	EUR 150,00		Per request	
	Courier – fast mail expenses	EUR 15,00 min.	EUR 65,00 max.		
	Electronic account statement	EUR 25,00		Monthly per account	
	Internet –Remote banking service	EUR 25,00		Monthly per account	
		EUR 55,00		Set-up per account	
	Internet- Remote banking service	EUR 40,00		USB stick or “device reader”	
	Internet-Remote banking service	EUR 10,00		Chip card	
	CBI passive bank service	EUR 25,00		Monthly per account	
	Other electronic channels	EUR 40,00		Monthly per account	
	SWIFT Channel	EUR 50,00		Monthly per account	
		EUR 30,00		Monthly per active service	
		EUR 800,00		Setup fee per day	
	Extra current account dossier management	EUR 50,00 + any stamp duty		Per request	
	Domestic payments	EUR 10,00		By order electronic or in favour of the customer with urgent priority	
		EUR 12,00		By order paper based of the customer with urgent priority	
		EUR 10,00		MAV, RAV, Bollettino Postale	
	SEPA CT payments	EUR 2,00		By order of the customer, electronic	
		EUR 2,00		In favour of the customer	
		EUR 5,00		By order of the customer, intraday settlement	
		EUR 10,00		Intercompany	
		EUR 12,00		Standing orders	
		EUR 12,00		By order of the customer, paperbased	
	Foreign payments	0,15 %	Min. EUR 12,50	Max. EUR 300,00	By order of the customer, electronic
		0,15 %	Min. EUR 20,00	Max. EUR 500,00	By order of the customer, paperbased
		EUR	12,50		By order of the customer, additional fee urgent priority
0,15 %		Min. EUR 12,50	Max. EUR 300,00	In favour of the customer	
EUR		12,50		Standing orders	
EUR		12,50		Recall/cancellation of a transfer	
	<i>(Note: the payment done in countries belonging to the EU correctly codified with IBAN and BIC will be considered domestic payments)</i>				

	<b>Ri.Ba., SEPA DD (B2B or Core) collection</b>	EUR 5,00		Per item	
	<b>Copy of SEPA DD (B2B) mandate</b>	EUR 5,00		Per item	
	<b>Ri.Ba., SEPA DD (B2B or Core) note payment</b>	EUR 3,00		Per item	
	<b>Ri.Ba., SEPA DD (B2B or Core) unpaid, rejection, recall, cancellation</b>	EUR 5,00		Per item	
	<b>Ri.Ba., SEPA DD (B2B or Core) manual repair, cancellation</b>	EUR 10,00		Per request	
	<b>Cheque deposit</b>	EUR 2,50		Per item in Italy	
		0,15 %	Min. EUR 12,50	Per item from abroad + postal charges	
		EUR 13,00		Unpaid. Recall, payment confirmation per item	
	<b>Bank's foreign cheque issuance</b>	0,15 %	Min. EUR 20,00	Max EUR 500,00	Per item
	<b>Bank's cheque deposit and withdrawal</b>	EUR 2,50			Per item
	<b>Cash Pooling service in Commerzbank</b>	EUR 150,00			Monthly per cross-border account
		EUR 35,00			Monthly per domestic account
		EUR 150,00			Setup per account
	<b>Cash pooling service with third party Banks</b>	EUR 250,00			Monthly per cross-border account
		EUR 50,00			Monthly per domestic account
		EUR 250,00			Setup per account
	<b>Bills deposit</b>	EUR 20,00			Per item
			Fees claimed by other banks-notary on request		Unpaid-protest per item
		EUR 25,00			Recall/Payment Confirmation
	<b>Liquidity management</b>	<b>Time deposit</b>	Eonia – 1,50%		% - Credit interest
Civil year				Fixed divisor for interest calculation	
Maturity				Periodicity of Interests liquidation	
Eonia + 3,00% for remaining days up to the maturity date				Penalty for advance closing	
<b>Value days</b>	<b>Domestic payments values</b>	0 value day		By order or in favour of the customer urgent priority	
	<b>SEPA CT payments values</b>	0 value day		Intercompany	
	<b>Foreign payments values</b>	0 value day			In favour of the customer from EU countries in Euro currency
		0 value day			By order of the customer to EU countries in Euro currency urgent priority
		1 value day			By order of the customer to EU countries in Euro currency
		2 value days			In favour or by order of the customer, non EU countries or non Euro currency
	<b>Transfer in favour of the same customer values</b>	0 value day			Availability at credit value date
	<b>Transfer in favour of the different customer values</b>	1 value day			Availability at credit value date
	<b>Direct debit values and available cash</b>	Maturity date			Ri.Ba. note payment, SEPA DD (B2B-Core)
		Maturity date + 1 working days			Ri.Ba.collection
	<b>Cheque deposit</b>	8 value days			In Italy
		3 value days from receiving payment date			From abroad
	<b>Bank's cheque deposit and withdrawal</b>	2 value days			
<b>Bills deposit</b>	2 value days from receiving payment date				

Other economic conditions	<b>Miscellaneous charges</b>	EUR 10,00	Payment advice
		EUR 18,00	Modification, cancellation before the execution
		EUR 25,00	Modification, cancellation after the execution
		EUR 25,00	Investigation for unclear/incomplete bank codes payments
	<b>Cut-off times</b>	14:00	Payments in EUR paper based or urgent priority
		11:00	Payments in currencies other than Euro
		16:30	Electronic SEPA payments
		13:30	Electronic SEPA payments intraday settlement
		15:30	Electronic SEPA payments intercompany
		14:00 – at least 15 business days before the maturity date	Ri.Ba. collection
		14:00 – business day before the maturity date	Ri.Ba. note payment
		14:00 – not more than 60 calendar days before the maturity date	Bills deposit
		16:30 – at least 6 business days before the maturity date	SEPA DD (B2B or Core)
		14:00 – business day before the maturity date	Tax payment (F24)
		11:00	To be applied to all services in the following half working days: 14-8, 7-12, 24-12, 31-12.
	<b>Margins in exchange rates for non-documentary payments in currency.</b> <i>(Note1: for every other currency, our offices are to be contacted.</i> <i>Note2: the aforesaid margins are exclusively applicable to the conversions deriving from the payments execution and are in no way connected with our activity in exchanges.</i> <i>Note3: the exchange rate applied to NON-Euro operations is the one taken from the means of information with value date of the regulation day of the operation)</i>	Buy price + margin	Outgoing payments
		Sell price – margin	Incoming payments
		Margin applied USD 0,0059	
		Margin applied GBP 0,0045	
		Margin applied JPY 0,47	
		Margin applied CHF 0,007	
		Margin applied CNH 0,09	
	<b>Exchange dealings</b>	0,15 %   EUR 12,50 min.	Intervention fee
		EUR 7,75	Dossier fee

### Revocation contract and claims

**Revocation contract:**

It is possible to revoke the contract, without penalties or other expenses, at any time. In case of revocation by the Bank, the minimum notice to be given to the Customer, if it is consumer 2 (two) months, if it is not consumer 10 (ten) days (if not different agreed with the bank)

**Timing for contract closing for the Bank:** 30 (thirty) days

**Claims:**

Claims have to be addressed to the Bank's Compliant Department (Corso Europa, 2 – 20122 Milano), that will answer within 30 (thirty) days from the receipt of the claim.

If the Customer has not received any answer, within 30 (thirty) days, or is not satisfied of the answers, he has the right to apply directly to the "Arbitro Bancario Finanziario".

For more information please contact the WEB sites [www.arbitrobancariofinanziario.it](http://www.arbitrobancariofinanziario.it), or Bank of Italy.

<b>Glossary</b>	
<b>Bank</b>	It is the central branch or a Commerzbank branch who agreed with the customer to bind the "GENERAL TERMS AND CONDITIONS GOVERNING CORRESPONDENT CURRENT ACCOUNTS AND OTHER SERVICES"
<b>Customer</b>	It is the Bank's customer who agreed to bind the "GENERAL TERMS AND CONDITIONS GOVERNING CORRESPONDENT CURRENT ACCOUNTS AND OTHER SERVICES"
<b>Payment account</b>	Account held c/o a payment service dealer by one or more payment service users to execute payments
<b>Beneficiary</b>	The natural or legal person chosen as addressee of the funds transferred
<b>Ordinary Italy credit transfers with repeat order (from and to EU Countries in €)</b>	Order for payment in favour of a third party with repeat order
<b>Transfers from and to foreign countries in foreign currency</b>	Transfers from and to foreign countries expressed in a currency different from the one in force
<b>Transfers short of beneficiary bank coordinates (IBAN )</b>	Bank transfers with no or incorrect reference codes of the beneficiary and of the receiver bank. In this case the bank can debit the customer with extra commissions as established by the rules in force
<b>Acceptance date</b>	It represents the effective moment when the payment order, sent by the customer, is received by the bank.
<b>Value date</b>	Reference date used by the Bank for interest computation on debits and credits on payment accounts
<b>Availability</b>	Working days from which the amounts credited on the current account become available
<b>Eonia</b>	(Euro Overnight Index Average) is the average mean of the overnight rates applied to non-guaranteed financing operations made by reference banks on the interbank market
<b>Euribor</b>	(Euro Inter Bank Offered Rate) is a reference rate computed daily, which indicates the average rate of transactions in Euro among the main European banks
<b>Funds</b>	Banknotes and coins, credit money and electronic money as of definition of art.1, h-ter, of legislative decree of Sept. 1 <sup>st</sup> 1993, n. 385
<b>Operating day</b>	Any day, other than weekends and local holidays, when banks, each in their own jurisdiction, are generally open and operating to carry out transactions and other important services
<b>Unique identifier</b>	Combination of letters, numbers or symbols notified by the Bank to the Customer (e.g. IBAN Code), who must in turn communicate it to the Bank to identify univocally the beneficiary of the transfer and/or the account of the payment beneficiary
<b>Libor</b>	(London Interbank Offered Rate) is a variable rate computed daily by the British Bankers' Association, based on the interest rates of lending operations in certain currencies (i.e. British Pound, US Dollar, Swiss franc and Euro) on the London interbank market
<b>Prime interest rate</b>	The most favourable rate applied by British and American banks to their best customers on short-term loans
<b>Payment order</b>	Any instruction given by a payer or beneficiary to its payment services dealer, by which the execution of a payment is asked.
<b>Funds remittance</b>	Payment service by which the payment service dealer receives funds directly from the payer, without opening payment accounts on behalf of the payer or the beneficiary, and transfers a corresponding amount to the beneficiary or another dealer which acts on behalf of the beneficiary, or when such funds are received on behalf of the beneficiary and put at its disposal
<b>Credit line or lending</b>	Amount placed by the Bank at Customer's disposition beyond its available balance
<b>Booking balance</b>	Sum of all credit and debit postings, including future valued transactions
<b>Available balance</b>	The amount of money you have and that can be utilized
<b>Limit overrides w/o credit line or beyond credit line</b>	Amount that the Bank has agreed to pay on receipt of customer's payment instruction (cheque, direct debit payments) when the Customer has no available balance. This is also the case when the limits of a credit line are overridden.
<b>Charges for account statement sending</b>	Charges due to the postage service, based on the periodicity and channel defined in the contract.
<b>Liquidation fee</b>	Fee due to the capitalization of interest calculation.
<b>Term settlement charges</b>	Charges for every ordinary determination of accruals – quarterly calculation of credit interests. They don't cumulate with those for the periodical calculation of debit interests.
<b>Documentation expenses</b>	Expenses for the posting of the correspondence, or accounting records or every kind of communication
<b>Payment instrument</b>	Every tailored device and/or procedure combination agreed between Bank and Customer, used by the latter to issue payment orders
<b>Credit rate</b>	Interest rate used to compute interests on a periodical basis on amounts deposited (credit interest). Interests are then credit on the Customer's account, less the foreseen taxes.
<b>Debit rate</b>	Interest rate used to compute interests on a periodical basis on amounts used by the Customer whether related to a credit line and/or overrides. Interests are then debited on the Customer's account.
<b>Average global percentage rate (TEGM)</b>	Interest rate published quarterly by the Ministry of Economy and Finance as required by the Law on usury. To verify if an interest rate is usurious, and thus prohibited, you have to identify, among all those published, the rate of the operation threshold and ensure that the requirements of the bank aren't higher.
<b>Values on deposits</b>	It denotes, with reference to the transaction date, the starting day for the interests' calculation.
<b>Values on withdrawals</b>	It denotes, independently from the negotiation date, the effective debit date for the computation of the days to ascribe to the calculation of the interests
<b>EU</b>	The countries of the European Union (see link attached: <a href="https://europa.eu/european-union/about-eu/countries/member-countries_en">https://europa.eu/european-union/about-eu/countries/member-countries_en</a> )