

**INFORMATION SHEET**  
**Credit Facilities**

Date: 01.04.2022

This document highlights the **economic conditions applied to credit line products** opened at our branch. The relationship will be governed by the contractual conditions indicated under the documents: “**Framework agreement for Guarantees, Import Letters of Credit and Detachments**” and “**Credit Facility**” (jointly, hereinafter, the “**Credit Facilities**”) as the case may be.

The client (the “**Client**”) may request a copy of this document in print or in any other permanent support from the bank.

<b>Intermediary information</b>	
Company name	Commerzbank AG
Legal form	A.G.
Registered Office	Kaiserstraße 16 – FRANKFURT AM MAIN.(Germany)
Secondary office in Italy	Corso Europa, 2 – 20122 MILAN
Telematic Address	www.commerzbank.it
Contact Office	Corporate Banking - CMIB
Email Address	infomilano@commerzbank.com
Telephone Number	+39 02 72596.1
Certified mail (PEC)	cobamilano@actaliscertymail.it
Banks' Register Number	5376
Group Membership	Commerzbank AG
Registration number in the German Register of Companies	HRB32000 - Frankfurt.
Amount of Subscribed Capital	At 31-12-2020 Euro 1.252.357.634
R.E.A registration number.	1288226 - Milano
Vat Number	12486580157
Tax code and registration number in the Commercial Register	97067350153
Italian Banking Association (ABI) Code	03095.7
MFI Code	IT0001198963145
Further information	Subject to the supervision of the German Central Bank and the Bank of Italy. Member of the National Guarantee Fund, and through the head office, of the compensation system of German banks (Entschädigungseinrichtung Deutscher Banken GmbH) corresponding to the Italian Inter Banking Fund for the Protection of Deposits (“Fondo InterBancario per la Tutela dei Depositi”). The amounts deposited by Clients are also protected by the Deposit Protection Fund set up by the Association of German Banks (Enlagesicherungsfond des Bundesverbandes Deutscher Banken, “EFS”) which provides additional protection to that guaranteed by the EDB.

**What Credit Facilities are**

**Characteristics of the financial service provided**

By the execution of the Credit Facilities, the bank undertakes to grant to the Client one or more credit facilities through the issuance of autonomous guarantees and/or fideiussioni and/or import letter of credit and/or stand-by letter of credit and/or credit detachments in the interest of the Client and in favor of third parties. The bank undertakes to pay a certain amount (if necessary, by a certain date indicated, as the case may be, in such guarantee fideiussione, import letter of credit, stand-by letter of credit) in favor of a third party (creditor) in the interest of one of its Clients (principal debtor), if the latter does not timely fulfil its obligation.

The guarantee issued by the bank is generally a first demand guarantee, also considering that the bank, in case of enforcement, is obliged to pay without exceptions and has no duty to ascertain or acknowledge any further issue that may arise between the Client and the creditor in relation to the guarantee.

In particular, the Client may ask for the issuance of the following financial products:

- **autonomous first-demand guarantee** with fixed termination date, through which the bank undertakes to pay the beneficiary upon its written first demand and with no exceptions, expressly waiving the provision under article 1952 of the Italian Civil Code. The bank, therefore, has the faculty to exercise its right of recourse (regresso) towards the Client;
- **fideiussioni with fixed termination date**, pursuant to articles 1936 and following of the Italian Civil Code. Each fideiussione may be issued at first demand. The bank may always exercise its right of recourse (regresso) towards the Client.
- **import letter of credit**, i.e. irrevocable documentary credit subject to the “Uniform Customs & Practice for Documentary Credits”, approved by the International Chamber of Commerce (Publication 600, as subsequently amended and integrated) through which the bank undertakes to pay the beneficiary upon presentation of documents set under the letter of credit and upon successful assessment of all terms and conditions provided under such letter of credit;
- **stand-by letter of credit (SBLC)**, i.e. as for documentary credit, the payment under a stand-by letter of credit is conditioned to the assessment of the presentation of certain documents to the bank. The SBLC differs from the documentary credit because of its prevalent function of guarantee. Enforcement under the SBLC may occur only upon presentation of the required documents by the Client and in case of non-payment by the debtor (the applicant under the SBLC) in accordance with the terms of the underlying commercial agreement, e.g. via bank transfer. Stand-by letter of credit are governed by specific Rules issued by the International Chamber of Commerce in Paris. It is standard practice to use foreign correspondents located in the country of the seller/exporter for the purpose of execution of such transactions.

The Credit Facilities agreements offered by Commerzbank are as follows:

**a) Framework agreement for Guarantees, Import Letters of Credit and Detachments**

Through the Framework agreement, the bank grants the Client one or more credit facilities for (i) the issuance of domestic and/or foreign guarantees, with the possibility for the Company to request at its own risk the issuance of guarantees in its interest or in the interest of beneficiary companies (belonging to the Group); (ii) detachments of Credit Facilities in favor of beneficiary companies, and (iii) utilizations for import letters of credit and/or stand-by letter.

The Client may propose a variation of each issued financial product by submitting a duly signed variation request, without prejudice of the right of the bank to refuse it. The duration of the securities and/or fideiussioni and/or import letter of credit and/or stand-by letter of credit cannot be extended for a term longer than the one agreed in the contract.

**b) Credit Facility**

Through the Credit Facility, the bank grants the Client a revocable credit facility for a maximum amount, that the Client may use through the issuance of guarantees and/or fideiussioni and/or import letters of credit and/or stand-by letter of credit in favor of its commercial counterparts within the scope of its business activity. The Client may propose a variation of each issued financial product by submitting a duly signed variation request, without prejudice of the right of the bank to refuse it. The duration of the guarantees and/or fideiussioni and/or import letter of credit and/or stand-by letter of credit cannot be extended for a term longer than the one agreed in the contract. The bank may ask to the Client at any time the issuance of one or more securities or guarantees in favor of the bank, being the total secured/guaranteed amount adequate to the bank's commitment or the issuance of a counter-guarantee by a primary standing financial institution, considered satisfactory to the bank.

**Main Risks:**

The Credit Facilities offered by Commerzbank involve the following main risks:

- in the event of payment of the guarantees and/or fideiussioni and/or import letter of credit and/or stand-by letter of credit issued by the bank, the obligation to reimburse the bank of the amount paid by it as a result of the enforcement;
  - in case of justified reasons, unilateral amendment by the bank of the economic conditions, even in an unfavorable way;
  - possibility that the credit facility may be revoked, in whole or in part, by the bank;
- with reference to a guarantee and/or a fideiussione and/or import letter of credit and/or stand-by letter of credit issued in foreign currency, the bank recalculates the countervalue in Euros of such products by converting the outstanding amount of such guarantees and/or fideiussioni and/or import letters of credit and/or stand-by letters of credit into Euros on a notional basis.

**Main economic conditions of the Credit Facilities Agreements  
(Framework agreement for guarantees, import letters of credit, stand-by letters of credit, detachments and Credit Facility)**

Description	Value		Comment
<b>Issuance of guarantees and stand-by credit letters</b> <i>Note (*) the calculation basis for fees related to the guarantees issued by foreign banks may change according to the variation of risk associated to a single State.</i>	<i>Based on credit risk</i>	<i>minimum EUR 200.00 quarterly</i>	<i>Our Client's order (Direct guarantees)</i>
	<i>Upon request (*)</i>	<i>minimum EUR 140.00 quarterly</i>	<i>Foreign bank's order (Indirect Guarantee)</i>
	<i>EUR 150,00</i>		<i>Matter Fee for opening</i>
	<i>EUR 100,00</i>		<i>Matter fee for any extension and amendment</i>
	<i>Reimbursement of pocket expenses</i>		<i>Notarial fees (if any)</i>
	<i>0,15 %</i>	<i>minimum EUR 2,500.00 min.</i>	<i>Expenses for enforcement request</i>
<b>Communication on guarantees issued by correspondent bank</b>	<i>0,10 %</i>	<i>EUR 70.00</i>	<i>maximum EUR 300.00 max</i>
<b>AOER</b>	<i>The Client may consult the applicable Applicable Overall Effective Rate (AOER) provided under article 2 of law n. 108/96 ("anti-usury law"), as subsequently modified and integrated, on the sign posted pursuant to comma 3 of such article, or on the bank's website (www.commerzbank.it).</i>		

**Import Letters of Credit**

The main terms and conditions of the Import Letters of Credit are set forth in a separate information sheet that the bank undertakes to deliver to the Client and to which reference is made in full hereto.

**Note:**

- If the amendment of the guarantee entails an increase of the amount or the extension of the validity, the bank will apply, in addition to the amendment fee, the guarantee fee in relation to the increased amount and the extended timeframe.
- In case the guarantees require the notarial form and the related registration, the related expenses will be charged to the applicant.
- In case of issuance of guarantees, import letter of credit, fideiussioni and/or stand-by letter of credit in foreign currency, the economic conditions (including the simulation of the impact of the foreign currency conversion over the total amount to be reimbursed at maturity date or upon occurrence of each payment date) will be subject to separate negotiation between the bank and the Client.

**Termination (recesso and risoluzione), complaints, maximum time for termination**

**Termination (recesso and risoluzione) of Credit Facilities:**

The contracts do not provide for the right of termination in favor of the Client.

- (1) Upon the occurrence of one or more events of default indicated in the **Framework Agreement for Guarantees, Import Letters of Credit and Detachments** (non-payment, non-performance of or non-compliance with undertakings or obligations, misrepresentation, controlled companies, insolvency, material adverse change, interdictive sanctions pursuant to d.lgs. 231/2001), the bank may, by notice to the Client: (1) declare that the Cash Collateral is immediately due and/or due on demand; and (2) with reference to Events of Default relating to an Import Letter of Credit, sell the goods represented by the documents covered by the relevant Import Letter of Credit for which such amounts are due or the documents themselves on behalf of and at the risk of the Client, without notice or warning, retaining in the price the full amount to be had.
- (2) Upon the occurrence of one or more Events of Default indicated in the **Credit Facility** (non-payment, non-performance of or non-compliance with undertakings or obligations, misrepresentation, insolvency, circumstances under article 2447 of the Civil Code, insolvency proceedings, enforcement proceedings, illegality, material adverse change, interdictive sanctions pursuant to d.lgs. 231/2001), the bank may, by notice to the Client: (1) cancel the Credit Facility; (2) declare that Cash Collateral is immediately due and/or due on demand; (3) with respect to Events of Default relating to an Import Letter of Credit, sell the goods represented by the documents covered by the relevant Import Letter of Credit for which such amounts are due or the documents themselves for the account and risk of the Client, without notice or warning, withholding from the price the full amount to be had, including by withdrawal

*pursuant to and for the purposes of Article 1373 of the Civil Code (Unilateral Withdrawal) or termination pursuant to and for the purposes of Article 1456 of the Civil Code (Express Termination Clause).*

### **Complaints**

*Complaints shall be sent to the bank's dedicated office (Corso Europa, 2 - 20122 MILAN) by registered letter or by certified email (PEC): cobamilano@actaliscertymail.it. The bank will respond within 60 (sixty) days of receipt of the complaint, except for complaints relating to payment services, for which a deadline of 15 working days from receipt is envisaged. In more complex cases that may require research and further studies, the deadline may be extended by providing the Client with a reasonable and reasoned response to the delay and specifying the deadline by which the Client will receive the definitive response, which may not in any case exceed 35 working days. If the Client is not satisfied or has not received a reply within the indicated timeframe, the Client may apply towards the Arbitro Bancario Finanziario (ABF) before commencing proceedings. To find out how to apply to the ABF please refer to the website [www.arbitrobancariofinanziario.it](http://www.arbitrobancariofinanziario.it), or please refer to the branches of the Bank of Italy, or please refer to the bank itself.*

*The decision of the arbitrator will not affect the Client's right to appeal to the ordinary judicial authorities.*

*The Client may alternatively carry out the mediation procedure within the terms provided for by the regulations in force, and then appeal: - To the Conciliatore Bancario Finanziario - Association for the resolution of banking, financial and corporate disputes - ADR. The Rules of the Conciliatore Bancario Finanziario may be consulted on the website [www.conciliatorebancario.it](http://www.conciliatorebancario.it) or requested from the bank; or - to another body registered in the special register kept by the Ministry of Justice and specialised in banking and financial matters.*

### **Glossary**

<b>Beneficiary</b>	The entity in favour of which the bank issues the Guarantee on behalf of the Client.
<b>Main types of guarantees:</b>	
<b>Bid Bond/ Tender Bond</b>	Guarantee of the obligation to sign the agreement by the applicant (of the Guarantee), after the applicant has been awarded as a result of a tender offer process. Generally 5-10% of the tender.
<b>Performance Bond</b>	Guarantee for the performance of contractual obligations (other than payment obligations), including the possibility for losses arising from non-performance. Typically represents 5-10% of the tender.
<b>Warranty</b>	Guarantee for the fulfilment of both delivery and performance. Such guarantee is usually given to the importer (buyer) for a period, usually one year from delivery or completion of works. It generally represents 5-10% of the offer.
<b>Advance Payment Bond</b>	Guarantee for the fulfilment of an obligation to repay an advance payment.
<b>Counter-guarantee / Direct Guarantee</b>	Issuance of a separate guarantee or the assumption of a different commitment by the beneficiary of the counter-guarantee. It implies the participation of a third party bank established in the beneficiary's country of domicile.