

APPLICATION FOR A LOAN TO BE REPAID THROUGH PENSION DEDUCTIONS (CQP) NO. _____

BORROWER'S DETAILS

Surname and name _____

Tax code _____

Place of birth _____

Date of birth _____

Residence (*address, municipality, postcode and province*) _____

Domicile (*if different from residence*) _____

Document type ID card Driving licence _____

Passport Document number _____

Place of issue _____ Date of issue/Renewal _____ Expiry date _____

Nationality _____ Email _____ Mobile _____

Net monthly income _____ Type of economic activity _____

Politically exposed person YES NO _____

If yes, please indicate the source of the income from which the loan will be repaid

Politically exposed persons are natural persons who hold, or have held within the last year, a senior public office, as well as their family members and those known to have close ties with such persons, as set out in the list referred to in Article 1(2)(dd) of Italian Legislative Decree 231/2007, as amended.

PENSION SCHEME DETAILS

Company name _____

Tax Code _____ VAT number _____

Registered office (*address, municipality, postcode and province*) _____

TERMS AND CONDITIONS OF THE LOAN APPLICATION

Total amount of credit _____ Total interest _____ Instalment amount _____

Number of instalments _____ Total amount payable by the consumer _____

FIXED ANR _____ APRC _____ APR _____

Purpose of the application _____

Preferred method of communication via post via electronic mail

BANK DETAILS

IBAN _____

APPLICATION FOR A LOAN TO BE REPAID THROUGH PENSION DEDUCTIONS (CQP) NO. _____

I have read the Privacy Policy and **CONSENT** to the following:

Consent to the processing of special categories of data for the purposes set out in the Privacy Policy;

APPLICANT YES NO

Consent for marketing and statistical purposes for products and services of the Company, Sella Group companies or third parties;

APPLICANT YES NO

Consent for profiling purposes to offer you products and services of the Company, Sella Group companies or third party companies that best meet your needs

APPLICANT YES NO

Consent for communication of data to third parties marketing their own or third-party products and/or services.

APPLICANT YES NO

Borrower's signature _____

I, the undersigned, declare that I have disclosed to the person in charge all the information in this application. I hereby declare that the Guide to the Italian Banking and Financial Arbitration system (ABF) has been made available to me. I have been informed that the Guide to the ABF and the Italian Practical Guides on Consumer Credit and the Italian Central Credit Register are available on the website www.sellaper-sonalcredit.it.

I also declare that I have received:

- a copy of this document completed in its entirety, together with the Standard European Consumer Credit Information (SECCI) document;
- the information in the "Italian Personal Data Protection Code";
- the information in the "Italian Code of Conduct for Information Systems Operated by Private Entities on Consumer Credit, Reliability and Prompt Payment";
- the document containing the Bank of Italy average effective global rates (TEGM) (in case of off-site sales).

Borrower's signature _____

I, the undersigned, acknowledge and accept that this application is governed by the economic conditions listed in the Standard European Consumer Credit Information annexed to this file, which forms an integral and substantial part of it, and I declare that I have read and accept the general terms and conditions of the loan set out below.

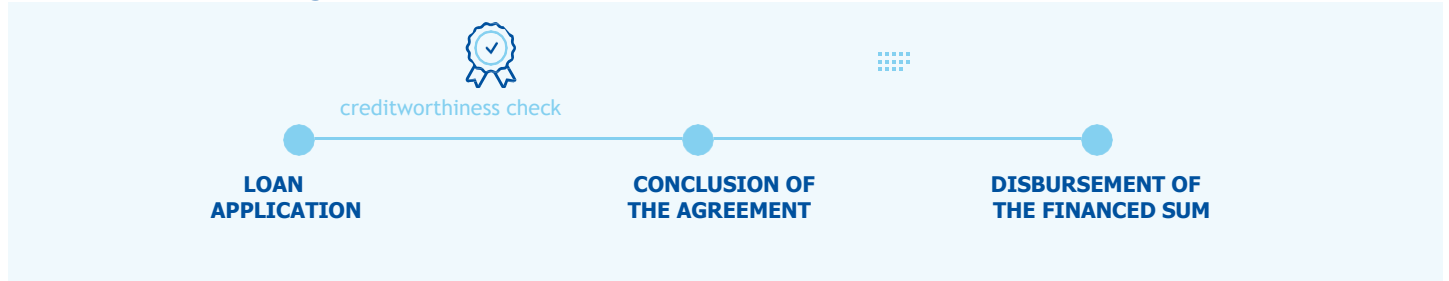
Borrower's signature _____

I, the undersigned, declare that I have read and fully accept the general terms and conditions of the agreement set forth below and, in particular, also for the purposes of Art. 1341(2) of the Italian Civil Code, that I expressly approve: Art. 1 (Conclusion of this agreement); Art. 2 (Withdrawal); Art. 3 (How it works and payment of the amount requested); Art. 4 (Reduction/suspension of the pension); Art. 6 (Early repayment); Art. 7 (Termination of the agreement); Art. 8 (Transfer of the agreement); Art. 9 (Communications); Art. 10 (Unilateral changes to the terms and conditions); Art. 11 (Charges and expenses).

Borrower's signature _____

YOUR AGREEMENT

1. Conclusion of this agreement



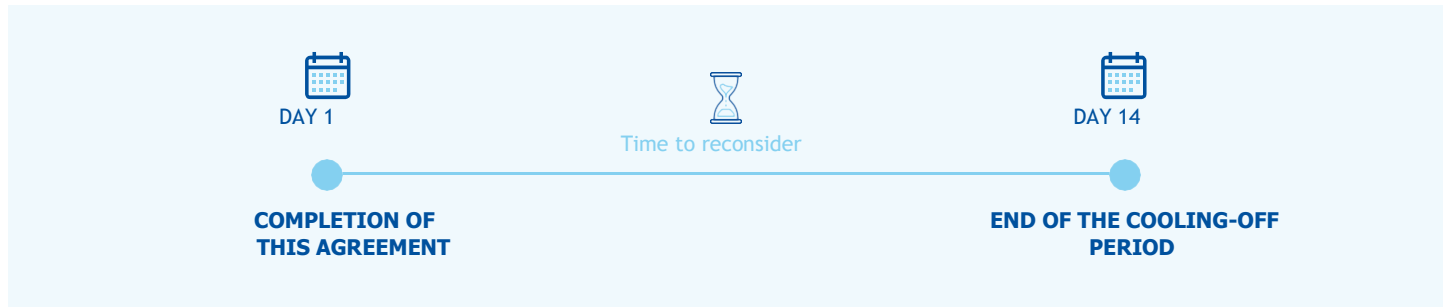
This agreement is concluded with the written acceptance of the loan application by Sella Personal Credit ("SPC"), subject to an assessment of your creditworthiness.

The creditworthiness check is also based on the information you provide in your loan application; therefore, the information must be complete and accurate.

In accordance with the principles of customer due diligence, we will only accept your loan application if the loan can be repaid through deductions on your pension.

2. Withdrawal

By when?



You have the right to withdraw from the contract **within 14 calendar days from its conclusion**, without penalties or additional costs, except for non-recoverable costs (e.g., tax charges) which shall be reimbursed to **SPC**.

How?

You may send your notice of withdrawal **before the expiry of the above term, by registered letter with acknowledgement of receipt or PEC (certified email)** to the addresses indicated in Article 10 below. If the agreement has already been fully or partially executed, you must repay the principal received from **SPC**, stamp duty, any accrued interest (calculated on a daily basis by applying the annual nominal rate – ANR – indicated in the SECCI) as well as any non-recoverable sums paid by **SPC** to the public administration with whom you are employed within 30 days of sending the notice of withdrawal.

3. How it works and payment of the amount requested

What happens after you have submitted your loan application?

SPC will notify the public or private pension scheme/pension fund with which you are registered (the "**Pension Provider**") of this agreement. The Pension Provider will deduct from your pension each month the amount specified in the "Standard European Consumer Credit Information" sheet (the "**SECCI**") until the total amount owed by you has been repaid. This is a loan "with recourse" against the Pension Provider.

A "with recourse" loan means that:

You will not be released from the obligation to pay the monthly instalments until your debt has been paid off

If **SPC** does not receive payment from the Pension Provider, it may seek recourse against you

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When will you receive the requested amount?

You will only receive the amount if:

- 1) you have provided all the documents required for the loan (including your pension statement, in which you must declare – in advance and under your own responsibility – any restrictions on your pension) and
- 2) the Pension Provider has given its final approval for the deductions.

What if you need it sooner?

You are entitled to request an advance on the loan (the “**Advance**”), provided you complete the relevant form, which you may request either when signing this agreement or at a later date.

Should **SPC** decide to grant the Advance, the amount shall be deducted from the loan amount.

If the loan is not granted, you must repay the Advance to **SPC** no later than 15 days after **SPC** issues the payment request.

How much will you receive?

You will receive the amount stated in the SECCI, less the amounts listed below:

- Any Advances and/or repayments of debts or obligations on your behalf;
- Nominal annual interest on the principal, applied on a monthly balance-reducing basis;
- Fees for processing the application;
- Stamp duty and other tax charges relating to this agreement;
- Further amounts set out in the SECCI.

Interest is calculated monthly, considering all months of 30 days, for an annual total of 360 days.

How will you make the payments?



The **Pension Provider** will make the first deduction from your pension in the month following notification

The first deduction will be made from your pension the month following notification of this agreement to the Pension Provider, and so on each month until the debt has been paid off in full.

The Pension Provider will transfer the amount deducted from your pension to **SPC** by the 10th day of each month

4. Reduction/suspension of the pension



If your pension is reduced by an amount not exceeding one third, the Pension Provider will continue to make the deduction at the specified rate.



If your pension is reduced by more than one third, the deduction may not, in any event, exceed one-fifth of the reduced pension.

In the event of any reduction or suspension, for whatever reason, of the instalment of the pension-backed loan, you will be required to pay **SPC** — in the manner to be specified — the difference between the envisaged monthly instalment and the lower amount paid to **SPC** for all the months in which such reduction or suspension occurred (in addition to the surcharge for interest on arrears as provided for in this agreement). To this end, you hereby authorise the Pension Provider to deduct any outstanding amounts from your pension and pay them to **SPC** for a maximum period of eighteen months, should such amounts remain due at the end of the original repayment plan. Once the eighteen-month period has expired, you will be required to pay any outstanding amount immediately.

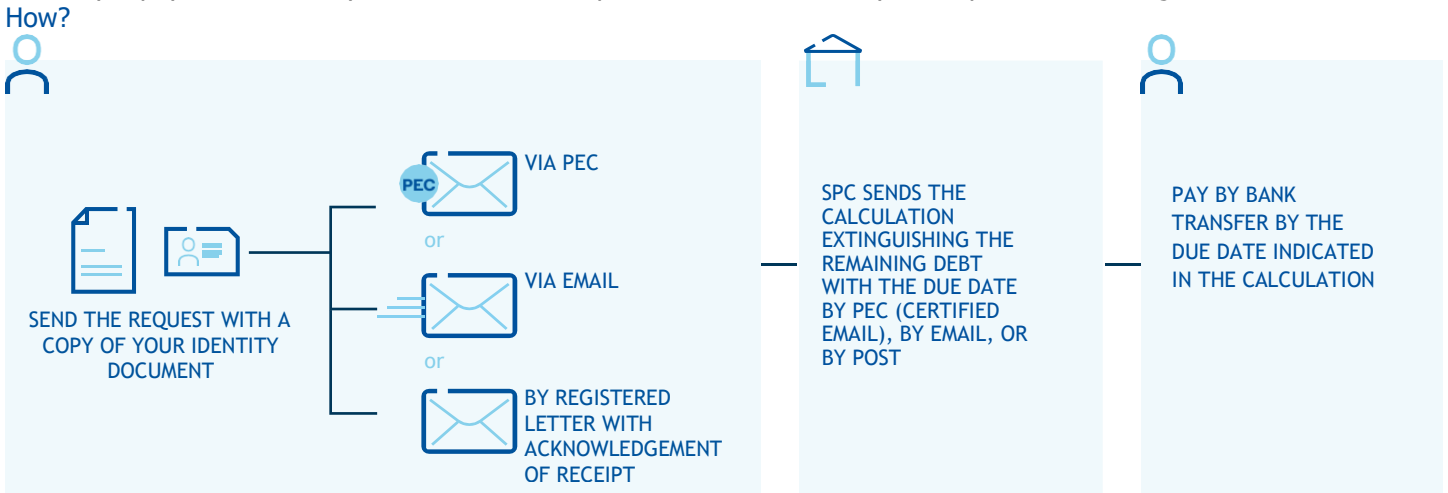
5. Insurance and Right of Subrogation

With regard to the compulsory life insurance policy, you will be able to choose from the following options:

- join the collective policy taken out by SPC, or
- submit – within 10 working days of the loan application – an insurance policy of your choice, provided it complies with the features set out in the document attached to the SECCI.

6. Early repayment

You may repay the amounts you owe, in full or in part, before the maturity date specified in the agreement



To this end, you must send your request – together with your identity document – by registered letter with acknowledgement of receipt, certified email (PEC) or standard email, to the contact details under Art. 9 (COMMUNICATIONS).

NOTE!

The reduction is calculated, for the period between the date of early repayment and the due date of the final instalment, on the basis of the interest curve of the repayment schedule of the agreement.

Once we have received your request, **SPC** will inform you of:

- the remaining principal to be repaid
- any interest to be repaid
- the costs due up to the time of early repayment
- the exact amount of the corresponding indemnity
 - a) 1% of the amount repaid early if the remaining term of the agreement exceeds one year, or
 - b) 0.5% of the amount repaid early, where the remaining term is one year or less

In the aforementioned communication, **SPC** will provide you with a deadline by which you must repay the amounts owed and details of how to make the repayment.

Failing this, your debt may only be extinguished with reference to the next due date.

7. Termination of the agreement

We can request immediate payment in a lump sum for one of the following reasons:

Missed payment of 1 instalment or termination/delay of the pension

Acceleration of payment (Art. 1186, Italian Civil Code)

If you provide us with inaccurate data or information

Non-compliance with the obligations under this agreement

SPC is entitled to terminate this agreement by right with written communication without notice in the event of:

- missed payment of even a single instalment of the loan, or nevertheless in case of termination, for any reason, of your entitlement to receive your pension, or a delay by the Pension Provider in paying even a single agreed instalment;
- the circumstances set out in Art. 1186 of the Italian Civil Code

Art. 1186 of the Italian Civil Code

Although the period is established in favour of the debtor, the creditor may demand payment immediately if the debtor has become insolvent or has, by its own act, diminished the guarantees it had given or failed to give the guarantee it had promised.

- providing inaccurate data or information;
- non-fulfilment of the obligations under this agreement

SPC will inform you of the termination of the agreement in a specific communication.

Reporting in Credit Information Systems

Pursuant to the relevant legislation, a delay in payment of even a single instalment will result in SPC reporting your details and further information to a Credit Information System ("CIS").

In the event of a first report to a CIS, SPC will send you, possibly together with reminders or other communications, notice of the report to the CIS.

Without prejudice to the cases expressly provided for by the Italian Data Protection Authority, the notice shall be deemed known to you if it is sent in one of the following ways:

- a. made available in your reserved area, to which you have effective and exclusive access (the "**Reserved Area**"), accompanied by an instant message or email alerting you to the presence of an important communication in that reserved area;
- b. telephone call to the number you provided, with recording of the call, after verification of the identity of the individual who answers
- c. using forms of instant messaging that also make it possible to track the delivery of notice.

8. Transfer of the agreement

SPC may transfer this agreement or the rights arising therefrom, together with the corresponding guarantees, to a third party (the "**Assignee**"). You will be notified of the transfer – in accordance with the law – by written notice or another durable medium (i.e. any medium, whether paper, digital or another type, which allows the information to be stored and reproduced in a form identical to that in which it was originally stored – **Durable Medium**) or by entry in the Companies Register and publication in the Official Gazette of the Italian Republic.

You may raise against the Assignee all such defences that you could have raised against **SPC**, including any set-off of the debt (notwithstanding the provisions of Art. 1248 of the Italian Civil Code).

9. Communications

Where to send communications



You can send communications to SPC to the following addresses:

- SELLA PERSONAL CREDIT SPA, Via V. Bellini 2, 10121, Turin
- clienti@sellapersonalcredit.it;
- or by certified email to clienti.spc@actaliscertymail.it.

Any communication takes effect from the moment **SPC** receives it. **SPC** records telephone communications with you.



Where you will receive our communications

SPC will send you all communications, including those required by law, via:

- publication in your reserved area, to which you have effective and exclusive access through the SPC website (the "**Reserved Area**") and notification by email and/or SMS (no delivery charges) or
- by registered letter with acknowledgement of receipt (with the postage cost to be charged indicated in the SECCI).

In this case too, communications are also published in your Reserved Area; you will be notified by email and/or SMS.

SPC will, in the absence of your written communication to the contrary, assume that you wish to:

- receive all communications on a durable medium;
- be contacted by **SPC** by any means of remote communication;
- consider as valid, in any case, the choices and/or instructions communicated digitally to SPC by means of electronic flags.

You have the right at any time to request a change in the way communications are sent.

All communications shall be made available on a durable medium. It is understood that, if you do not log in to your Reserved Area, **SPC** will nevertheless have fulfilled its contractual obligations, without you being able to claim any refund and/or compensation.

You can obtain, at any time and free of charge, a copy of this up-to-date agreement – including the current terms and conditions and the applicable repayment plans – on a Durable Medium.

Upon expiry of the agreement, and in any event at least once a year, **SPC** will send you a detailed statement providing clear information on the progress of the agreement and an up-to-date overview of the applicable financial terms.

If you do not submit a written objection, periodic communications shall be deemed approved 60 days after their receipt.

10. Unilateral changes to the terms and conditions

SPC may unilaterally amend the fees, costs, interest rates, exchange rates and other terms of this agreement only where there is a justified reason. You will receive written notification of the changes in accordance with the procedure set out in Art. 9 (COMMUNICATIONS) above, with at least 2 months' notice prior to the date on which the changes come into effect.

If you do not agree to the changes, you may withdraw from the agreement before the date on which they come into effect, as stated in the notification from **SPC**. Exercising your right of withdrawal will not incur any costs for you. If you withdraw from the agreement, you will be required to continue repaying the amount drawn down in accordance with the agreed repayment schedule and terms, until all outstanding debt relating to this loan and owed to **SPC** has been settled.

If you do not exercise your right of withdrawal before the effective date of the changes specified in the notification from **SPC**, the changes will be deemed to have been accepted by you.

Changes to interest rates or exchange rates may be applied with immediate effect and without prior notice, even if they are to your disadvantage, provided that such changes result from fluctuations in the benchmark interest or exchange rates in the agreement. In such case, you will be notified promptly, including via your monthly statement.

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11. Charges and expenses

The following costs are your responsibility:

the tax charges relating to the agreement

costs, including legal costs, incurred by **SPC** as a result of late payment or termination of the agreement

any costs associated with paper communications

By signing this agreement, you authorise the Pension Provider to deduct from your payments any amounts exceeding one-fifth, in accordance with the relevant legislation.

12. Complaints and settlement of disputes

If you wish to make a complaint to **SPC**, please write to:

**Sella Personal Credit S.p.A.
Complaints Office**
via V. Bellini 2, 10121, Turin

with written communication
(including registered letter)

or

**electronically to the
email address**
reclami@sellapersonalcredit.it

or to the PEC address
reclami.sellapersonalcredit@actaliscertymail.it

SPC will reply, at the latest, within 60 (sixty) days of receipt or, in case of complaints relating to payment services, within 15 (fifteen) working days of receipt.

In the latter case, if **SPC** is unable to reply within the specified timeframe for reasons beyond its control, it will send an open-ended reply, clearly stating the reasons for the delay and specifying the deadline – which shall in any event not exceed 35 (thirty-five) working days – by which you will receive a definitive response.

You have the right to lodge complaints with the Bank of Italy.

You have the right to bring any disputes arising from this agreement before the judicial authorities.

Before recourse to the judicial authorities, however, you must first have attempted mediation or an equivalent procedure before:

1. **the Italian Banking and Financial Arbitration System ("ABF")**, but only after submitting a complaint to **SPC** (where you are dissatisfied with the outcome or to which **SPC** has not responded within 60 days, or within 15 days in case of complaints relating to payment services).

To find out how to contact the ABF:

- please refer to the "Practical Guide for Access to the Banking and Financial Arbitration System", available on the **SPC** website and at its offices, as well as at the credit intermediaries used by **SPC**;
- visit the website www.arbitrobancariofinanziario.it;
- ask for information at a branch of the Bank of Italy,

or

2. **one of the mediation bodies** listed in the special register kept by the Italian Ministry of Justice (available at www.giustizia.it), among them the Italian Banking and Financial Ombudsman, based in Rome, Via delle Botteghe Oscure 54, (www.conciliatorebancario.it).

SPC is subject to the supervision and control of the Bank of Italy, with registered office in Rome, Via Nazionale, 91 - 00184.

13. Jurisdiction and applicable law

The place of jurisdiction is that of your residence or chosen domicile.

This agreement is governed by Italian law.

**APPLICATION FOR A LOAN TO BE REPAID THROUGH SALARY DEDUCTIONS
(CQS) NO. _____ COMPANY CODE _____**

BORROWER'S DETAILS

Surname and name _____ Tax code _____

Place of birth _____ Date of birth _____

Residence (*address, municipality, postcode and province*) _____

Domicile (*if different from residence*) _____

Document type ID card Driving licence Passport Document number _____

Place of issue _____ Date of issue/Renewal _____ Expiry date _____

Nationality _____ Email _____ Mobile _____

Employer _____ Profession _____ Type of contract _____

Net monthly income _____ Type of economic activity _____

Politically exposed person YES NO _____

If yes, please indicate the source of the income from which the loan will be repaid

Politically exposed persons are natural persons who hold, or have held within the last year, a senior public office, as well as their family members and those known to have close ties with such persons, as set out in the list referred to in Article 1(2)(dd) of Italian Legislative Decree 231/2007, as amended.

EMPLOYER DETAILS

Name _____ Sector of activity _____

Tax Code _____ VAT number _____

Registered office (*address, municipality, postcode and province*) _____

TERMS AND CONDITIONS OF THE LOAN APPLICATION

Total amount of credit _____ Total interest _____ Instalment amount _____

Number of instalments _____ Total amount payable by the consumer _____

FIXED ANR _____ APRC _____ APR _____

Purpose of the application _____

Preferred method of communication via post via electronic mail

BANK DETAILS

IBAN _____

APPLICATION FOR A LOAN TO BE REPAYED THROUGH SALARY DEDUCTIONS (CQS) NO. _____

COMPANY CODE _____

I have read the Privacy Policy and **CONSENT** to the following:

Consent to the processing of special categories of data for the purposes set out in the Privacy Policy;

APPLICANT YES NO

Consent for marketing and statistical purposes for products and services of the Company, Sella Group companies or third parties;

APPLICANT YES NO

Consent for profiling purposes to offer you products and services of the Company, Sella Group companies or third party companies that best meet your needs

APPLICANT YES NO

Consent for communication of data to third parties marketing their own or third-party products and/or services.

APPLICANT YES NO

Borrower's signature _____

I, the undersigned, declare that I have disclosed to the person in charge all the information in this application. I hereby declare that the Guide to the Italian Banking and Financial Arbitration system (ABF) has been made available to me. I have been informed that the Guide to the ABF and the Italian Practical Guides on Consumer Credit and the Italian Central Credit Register are available on the website www.sellaper-sonalcredit.it.

I also declare that I have received:

- a copy of this document completed in its entirety, together with the Standard European Consumer Credit Information (SECCI) document;
- the information in the "Italian Personal Data Protection Code";
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- the document containing the Bank of Italy average effective global rates (TEGM) (in case of off-site sales).

Borrower's signature _____

I, the undersigned, acknowledge and accept that this application is governed by the economic conditions listed in the Standard European Consumer Credit Information annexed to this file, which forms an integral and substantial part of it, and I declare that I have read and accept the general terms and conditions of the loan set out below.

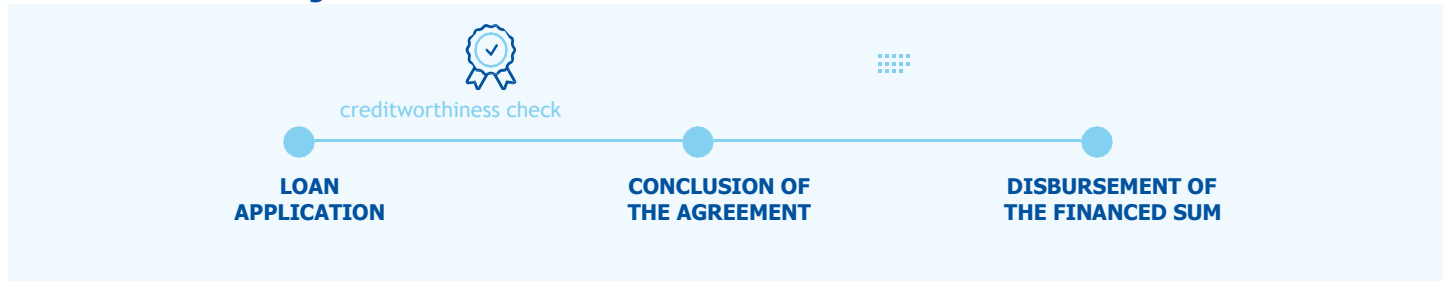
Borrower's signature _____

I, the undersigned, declare that I have read and fully accept the general terms and conditions of the agreement set forth below and, in particular, also for the purposes of Art. 1341(2) of the Italian Civil Code, that I expressly approve: Art. 1 (Conclusion of this agreement); Art. 2 (Withdrawal); Art. 3 (How it works and payment of the amount requested); Art. 4 (Termination of the employment relationship); Art. 5 (Salary reduction); Art. 7 (Early repayment); Art. 8 (Termination of the agreement); Art. 9 (Transfer of the agreement); Art. 10 (Communications); Art. 11 (Unilateral changes to the terms and conditions); Art. 12 (Charges and expenses).

Borrower's signature _____

YOUR AGREEMENT

1. Conclusion of this agreement



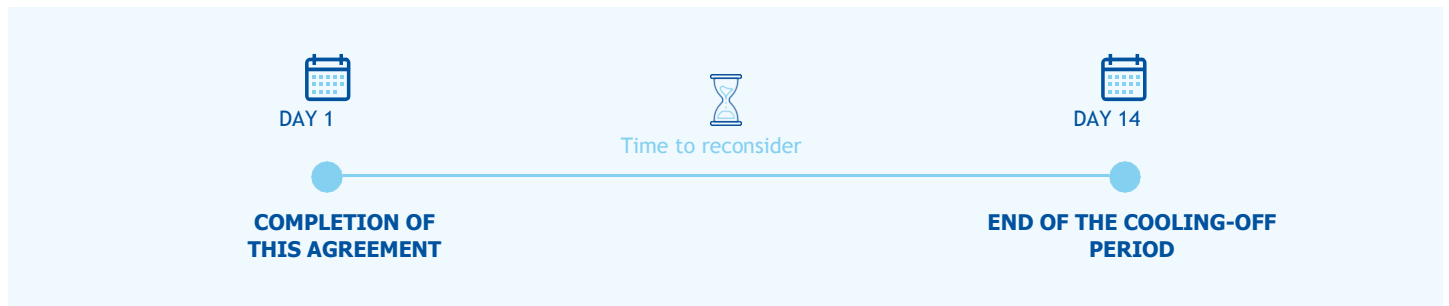
This agreement is concluded with the written acceptance of the loan application by Sella Personal Credit (“**SPC**”), subject to an assessment of your creditworthiness.

The creditworthiness check is also based on the information you provide in your loan application; therefore, the information must be complete and accurate.

In accordance with the principles of customer due diligence, we will only accept your loan application if the loan can be repaid through deductions on your salary.

2. Withdrawal

By when?



You have the right to withdraw from the contract **within 14 calendar days from its conclusion**, without penalties or additional costs, except for non-recoverable costs (e.g., tax charges) which shall be reimbursed to **SPC**.

How?

You may send your notice of withdrawal **before the expiry of the above term, by registered letter with acknowledgement of receipt or PEC (certified email)** to the addresses indicated in Article 10 below. If the agreement has already been fully or partially executed, you must repay the principal received from **SPC**, stamp duty, any accrued interest (calculated on a daily basis by applying the annual nominal rate – ANR – indicated in the SECCI) as well as any non-recoverable sums paid by **SPC** to the public administration with whom you are employed within 30 days of sending the notice of withdrawal.

3. How it works and payment of the amount requested

What happens after you have submitted your loan application?

SPC will notify your employer (the “**Administration**”) of this agreement. The Administration will deduct from your salary each month the amount specified in the “Standard European Consumer Credit Information” sheet (the “**SECCI**”) until the total amount owed by you has been repaid.

This is a loan “with recourse” against the Administration.

A “with recourse” loan means that:

You will not be released from the obligation to pay the monthly instalments until your debt has been paid off

If **SPC** does not receive payment from the Administration, it may seek recourse against you

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By signing this agreement, you undertake not to offset any debts owed to the Administration against your salary

When will you receive the requested amount?

You will only receive the amount if:

- 1) you have provided all the documents required for the loan and
- 2) the Administration has given its final approval for the deductions.

What if you need it sooner?

You are entitled to request an advance on the loan (the "**Advance**"), provided you complete the relevant form, which you may request either when signing this agreement or at a later date.

Should **SPC** decide to grant the Advance, the amount shall be deducted from the loan amount.

If the loan is not granted, you must repay the Advance to **SPC** no later than 15 days after **SPC** issues the payment request.

How much will you receive?

You will receive the amount stated in the SECCI, less the amounts listed below:

- Any Advances and/or repayments of debts or obligations on your behalf;
- Nominal annual interest on the principal, applied on a monthly balance-reducing basis;
- Fees for processing the application;
- Stamp duty and other tax charges relating to this agreement;
- Further amounts set out in the SECCI.

Interest is calculated monthly, considering all months of 30 days, for an annual total of 360 days.

How will you make the payments?



The **Administration** will make the first deduction from your salary in the month following notification

The first deduction will be made from your salary the month following notification of this agreement to the Administration, and so on each month until the debt has been paid off in full.

The Administration will transfer the amount deducted from your salary to **SPC** by the 10th day of each month

4. Termination of the employment relationship



The **severance pay** and any other sums due upon termination of employment are irrevocably tied to settlement of the loan

In case of termination of the employment relationship for any reason, the agreement shall be deemed to have been terminated. The **severance pay** and any other sums due upon termination of employment are irrevocably tied to settlement of the loan.

In this regard, you hereby grant the Administration an irrevocable mandate to withhold the entire severance pay and any other compensation due upon termination of employment, which is to be paid to **SPC** until the outstanding amount due under this agreement has been settled.

If the outstanding debt exceeds the transferable portion of your severance pay and any other compensation paid, the terms of the agreement will continue to apply in relation to the New Administration, as defined below, or in relation to the Pension Provider with which you are registered.



If you change the Administration you work for (the “**New Administration**”), you must notify **SPC** and your previous Administration so that:

- 1) **SPC** can notify the New Administration of this agreement and
- 2) the previous Administration should send the New Administration the statement of account relating to the transfer (and accept full responsibility should this not be done).

Any costs, charges and exchange rate losses that SPC may incur in connection with the notification and transfer shall be borne by you.



If you register with a public or private pension scheme (the “**Pension Provider**”), you authorise the scheme to deduct one-fifth of your pension each month and pay this amount to **SPC** until the debt is fully repaid.

You will be required to sign all the necessary documentation to enable **SPC** to claim payment of all sums owed to you as a result of the termination of your employment, including following the conclusion of any insolvency proceedings involving the Administration.

If it is not possible to make the aforementioned deductions, the Borrower must settle the debt personally.

By signing this agreement **you undertake not to request any advance payments of your severance pay until the debt has been fully repaid** and the Administration will not be able to pay you your severance pay in advance until the debt has been fully repaid.

5. Salary reduction

In the event of any reduction in monthly remuneration, SPC shall be entitled to choose whether to extend the repayment plan or to terminate the agreement in accordance with Art. 8 (TERMINATION OF THE AGREEMENT). In the first case, you hereby agree to extend the loan repayment schedule for as long as it takes to settle the debt.

6. Insurance and Right of Subrogation

With regard to the compulsory life and employment protection insurance policies, you will be able to choose from the following options:

- join the collective policy taken out by **SPC**, or
- submit – within 10 working days of the loan application – an insurance policy of your choice, provided it complies with the features set out in the document attached to the SECCI.

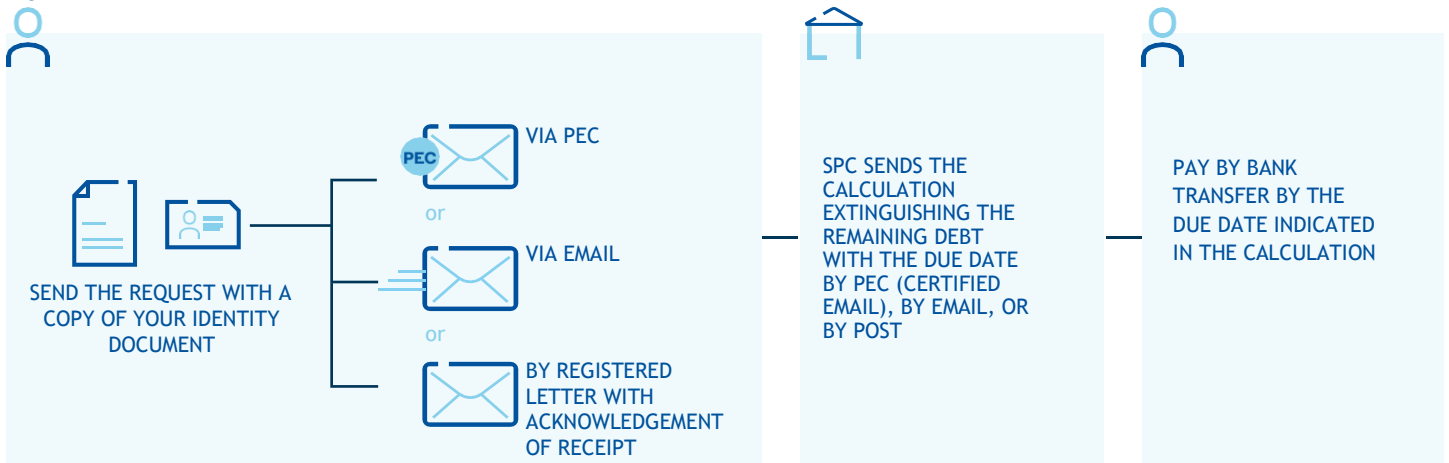
In the first case, the insurance company will pay the compensation to **SPC** and will be entitled to seek recourse not only from you, but also from:

- your heirs;
- the Administration or another body, if different, acting as the depositary of the severance pay;
- Pension Provider.

7. Early repayment

You may repay the amounts you owe, in full or in part, before the maturity date specified in the agreement

How?



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To this end, you must send your request – together with your identity document – by registered letter with acknowledgement of receipt, certified email (PEC) or standard email, to the contact details under Art. 10 (COMMUNICATIONS).

NOTE!

The reduction is calculated, for the period between the date of early repayment and the due date of the final instalment, on the basis of the interest curve of the repayment schedule of the agreement and you will be entitled to a reduction, in proportion to the remaining term of the agreement, of the interest and all costs included in the total cost of the credit, excluding taxes.

Once we have received your request, **SPC** will inform you of:

- the remaining principal to be repaid
- any interest to be repaid
- the costs due up to the time of early repayment
- the exact amount of the corresponding indemnity
 - a) 1% of the amount repaid early if the remaining term of the agreement exceeds one year, or
 - b) 0.5% of the amount repaid early, where the remaining term is one year or less

In the aforementioned communication, **SPC** will provide you with a deadline by which you must repay the amounts owed and details of how to make the repayment.

Failing this, your debt may only be extinguished with reference to the next due date.

8. Termination of the agreement

We can request immediate payment in a lump sum for one of the following reasons:

Missed payment of 1 instalment or termination of salary/pension

Acceleration of payment (Art. 1186, Italian Civil Code)

If you provide us with inaccurate data or information

Non-compliance with the obligations under this agreement

SPC is entitled to terminate this agreement by right with written communication without notice in the event of:

- missed payment of even a single instalment of the loan, or nevertheless in case of termination, for any reason, of your entitlement to receive your salary/pension, or a delay in the related payment
- the circumstances set out in Art. 1186 of the Italian Civil Code

Art. 1186 of the Italian Civil Code

Although the period is established in favour of the debtor, the creditor may demand payment immediately if the debtor has become insolvent or has, by its own act, diminished the guarantees it had given or failed to give the guarantee it had promised.

- providing inaccurate data or information;
- non-fulfilment of the obligations under this agreement

SPC will inform you of the termination of the agreement in a specific communication.

Reporting in Credit Information Systems

Pursuant to the relevant legislation, a delay in payment of even a single instalment will result in SPC reporting your details and further information to a Credit Information System ("CIS").

In the event of a first report to a CIS, SPC will send you, possibly together with reminders or other communications, notice of the report to the CIS.

Without prejudice to the cases expressly provided for by the Italian Data Protection Authority, the notice shall be deemed known to you if it is sent in one of the following ways:

- a. made available in your reserved area, to which you have effective and exclusive access (the "Reserved Area"), accompanied by an instant message or email alerting you to the presence of an important communication in that reserved area;
- b. telephone call to the number you provided, with recording of the call, after verification of the identity of the individual who answers
- c. using forms of instant messaging that also make it possible to track the delivery of notice.

9. Transfer of the agreement

SPC may transfer this agreement or the rights arising therefrom, together with the corresponding guarantees, to a third party (the "Assignee"). You will be notified of the transfer – in accordance with the law – by written notice or another durable medium (i.e. any medium, whether paper, digital or another type, which allows the information to be stored and reproduced in a form identical to that in which it was originally stored – **Durable Medium**) or by entry in the Companies Register and publication in the Official Gazette of the Italian Republic.

You may raise against the Assignee all such defences that you could have raised against **SPC**, including any set-off of the debt (notwithstanding the provisions of Art. 1248 of the Italian Civil Code).

10. Communications

Where to send communications



You can send communications to SPC to the following addresses:

- SELLA PERSONAL CREDIT SPA, Via V. Bellini 2, 10121, Turin
- clienti@sellapersonalcredit.it;
- or by certified email to clienti.spc@actaliscertymail.it.

Any communication takes effect from the moment **SPC** receives it.

SPC records telephone communications with you.

Where you will receive our communications

SPC will send you all communications, including those required by law, via:

- publication in your reserved area, to which you have effective and exclusive access through the SPC website (the "Reserved Area") and notification by email and/or SMS (no delivery charges) or
- by registered letter with acknowledgement of receipt (with the postage cost to be charged indicated in the SECCI).

In this case too, communications are also published in your Reserved Area; you will be notified by email and/or SMS.

SPC will, in the absence of your written communication to the contrary, assume that you wish to:

- receive all communications on a durable medium;
- be contacted by **SPC** by any means of remote communication;
- consider as valid, in any case, the choices and/or instructions communicated digitally to SPC by means of electronic flags.

You have the right at any time to request a change in the way communications are sent.

All communications shall be made available on a durable medium. It is understood that, if you do not log in to your Reserved Area, **SPC** will nevertheless have fulfilled its contractual obligations, without you being able to claim any refund and/or compensation.

You can obtain, at any time and free of charge, a copy of this up-to-date agreement – including the current terms and conditions and the applicable repayment plans – on a Durable Medium.

Upon expiry of the agreement, and in any event at least once a year, **SPC** will send you a detailed statement providing clear information on the progress of the agreement and an up-to-date overview of the applicable financial terms.

If you do not submit a written objection, periodic communications shall be deemed approved 60 days after their receipt.

Sella

Personal Credit

11. Unilateral changes to the terms and conditions

SPC may unilaterally amend the fees, costs, interest rates, exchange rates and other terms of this agreement only where there is a justified reason. You will receive written notification of the changes in accordance with the procedure set out in Art. 10 (COMMUNICATIONS) above, with at least 2 months' notice prior to the date on which the changes come into effect.

If you do not agree to the changes, you may withdraw from the agreement before the date on which they come into effect, as stated in the notification from **SPC**. Exercising your right of withdrawal will not incur any costs for you. If you withdraw from the agreement, you will be required to continue repaying the amount drawn down in accordance with the agreed repayment schedule and terms, until all outstanding debt relating to this loan and owed to **SPC** has been settled. If you do not exercise your right of withdrawal before the effective date of the changes specified in the notification from **SPC**, the changes will be deemed to have been accepted by you.

Changes to interest rates or exchange rates may be applied with immediate effect and without prior notice, even if they are to your disadvantage, provided that such changes result from fluctuations in the benchmark interest or exchange rates in the agreement. In such case, you will be notified promptly, including via your monthly statement.

12. Charges and expenses

The following costs are your responsibility:

the tax charges relating to the agreement

costs, including legal costs, incurred by **SPC** as a result of late payment or termination of the agreement

any costs associated with paper communications

By signing this agreement, you authorise the Administration/Pension Provider to deduct from your payments any amounts exceeding one-fifth, in accordance with the relevant legislation.

13. Complaints and settlement of disputes

If you wish to make a complaint to **SPC**, please write to:

**Sella Personal Credit S.p.A.
Complaints Office**
via V. Bellini 2, 10121, Turin

with written communication
(including registered letter)

or

**electronically to the
email address**
reclami@sellapersonalcredit.it

or to the PEC address
reclami.sellapersonalcredit@actaliscertymail.it

SPC will reply, at the latest, within 60 (sixty) days of receipt or, in case of complaints relating to payment services, within 15 (fifteen) working days of receipt.

In the latter case, if **SPC** is unable to reply within the specified timeframe for reasons beyond its control, it will send an open-ended reply, clearly stating the reasons for the delay and specifying the deadline – which shall in any event not exceed 35 (thirty-five) working days – by which you will receive a definitive response.

You have the right to lodge complaints with the Bank of Italy.

You have the right to bring any disputes arising from this agreement before the judicial authorities.

Before recourse to the judicial authorities, however, you must first have attempted mediation or an equivalent procedure before:

1. **the Italian Banking and Financial Arbitration System ("ABF")**, but only after submitting a complaint to **SPC** (where you are dissatisfied with the outcome or to which **SPC** has not responded within 60 days, or within 15 days in case of complaints relating to payment services).

To find out how to contact the ABF:

- please refer to the "Practical Guide for Access to the Banking and Financial Arbitration System", available on the **SPC** website and at its offices, as well as at the credit intermediaries used by **SPC**;
- visit the website www.arbitrobancariofinanziario.it;
- ask for information at a branch of the Bank of Italy,

or

2. **one of the mediation bodies** listed in the special register kept by the Italian Ministry of Justice (available at www.giustizia.it), among them the Italian Banking and Financial Ombudsman, based in Rome, Via delle Botteghe Oscure 54, (www.conciliatorebancario.it).

SPC is subject to the supervision and control of the Bank of Italy, with registered office in Rome, Via Nazionale, 91 - 00184.

14. Jurisdiction and applicable law

The place of jurisdiction is that of your residence or chosen domicile.

This agreement is governed by Italian law.