

INFORMATION SHEET

CONFIRMING OPERATIONS

DETAILS OF THE FACTORING COMPANY

UBI FACTOR S.P.A.

Company with sole shareholder UBI BANCA S.C.P.A.

Registered offices

Via Fratelli Gabba, 1 – 20121 MILAN

Telephone number which the client may contact for information and/or conclusion of contract: 02.7766.1

Fax number: 02.760000.09

E-mail: pianificazione.marketing@ubifactor.it

Website: www.ubifactor.it

Entered into the Register of Companies for Milan as No. 06195820151

Entered into the General Register of Financial Intermediaries as No. 28094

Entered into the Special Register of Intermediaries as No. 19048

Member of Assifact - *Associazione Italiana per il Factoring* [Italian Factoring Association]

Member of ABI – *Associazione Bancaria Italiana* [Italian Banking Association] - cod. 013565

Box to be filled in only for offers made “**out of office**”, with the details of the **INDIVIDUAL WHO ENTERS INTO CONTACT WITH THE CLIENT**

Staff of UBI Factor S.p.A.

Surname and name _____

Telephone _____

E-mail _____

Date _____

Signature _____

WHAT IS A CONFIRMING AGREEMENT

Confirming is an agreement by which the Factoring Company provides the Client – which is subject to obligations to pay its own supplier companies under the terms of supply agreements – with administrative and financial services. In particular, the Factoring company manages, administers and pays on maturity to the supplier companies, on behalf of the Client, the claims previously accepted by the Client. The Client may, for a fee, request a deferral from the Factoring Company in the payment of the claims, paid on maturity by the Factoring Company to the supplier companies.

The supplier companies may notify the Factoring company of their desire to assign the claims accepted by the Client.

Risks borne by the Client

The Client may not invoke reservations against the Factoring company regarding claims already accepted.

APPLICABLE CHARGES		
	ITEM	COST
Interest rate on advances (with divider 365/366 for operations in Euros or with divider 360 for operations in currencies other than Euros)	Interest rate debtors, in arrears	5.750%
	Actual annual interest rate, in arrears	5.875%
Arrears	Interest rate on arrears	Reference ECB rate +7.000% (Legislative decree 231/02)
Commissions	Flat rate confirming commissions	6.00%
	Daily commission on deferral	0.02%
Fees	Fixed quarterly fees for maintenance of relationship	€ 1,500
	Fixed quarterly fees for administrative management of relationship	€ 1,000
	Preliminary treatment of procedure and contract registration fee	€ 1,000
	Fees for renewal of procedure	€ 1,000
	Quarterly account maintenance fees	€ 180
	Document handling fees	€ 20
	Fees for the recall of promissory notes, bills and/or other means of collection both paper and electronic	€ 25
	Fees for extensions to expiry of promissory notes, bills and/or other means of collection	€ 25
	Fees for outstanding amounts on promissory notes, bills and/or other means of collection both paper and electronic	€ 25
	Fees for outcome inquiry on promissory notes and bills	€ 25
Value dates	Value date for payment receipt and account credit	2 days
	Value date applied for disbursements by bank transfer	2 days
	Value date for payment receipt and account credit in the form of discount or credit, subject to payment by debtor, by electronic means of payment (direct debit, collection order, payment against notice)	6 days
	Value date for payment receipt and account credit by bills (promissory notes and drafts) in the form of discount or credit, subject to payment by debtor, or deferred to after collection	10 days

The charges incurred by the Factoring Company for the dispatch of information and communications, will be proportionally and properly debited to the Client.

The forwarding of communications by the Factoring Company concerning the unilateral modification of the economical condition will be free of charge for the Client.

Concerning the requests of documentation for single individual operations, the Client has the right to obtain, at his charge and within 90 days, copy of the documentation for operations performed in the last ten years. Only the costs arisen for the production of this documentation can be debited to the Client.

In addition to the charges specified above, it is necessary to add the reimbursement of expenses and out-of-pocket expenses incurred by the factoring company, such as for example: bank charges, postage, legal fees and credit recovery fees, fees for collection through third parties, payment of stamp duty on promissory notes, accounting documents etc. and VAT where due, fees for extracts from the land register, for the registration of real securities (pledge and/or mortgage) where required for the purposes of financing activity, as well as solicitor's fees for the performance of such operations.

The Key to this Information Sheet describes the most significant items contained in the above table.

The **ACTUAL OVERALL AVERAGE RATE** (TEGM - *Tasso Effettivo Globale Medio*) provided for pursuant to Article 2 of the law on usury (law No. 108/1996), published every three months by the Ministry for the Economy and Finance, relating to the category “advances, commercial discounts and other forms of financing to companies provided by banks” may be consulted at the offices and on the website (www.ubifactor.it) of the factoring company.

WITHDRAWAL, TERMINATION OF RELATIONSHIP AND CLAIMS

Withdrawal

The Client and the Factoring Company may withdraw from the contract at any time, without penalties and any relationship closure fees.

If the Factoring Company unilaterally amends the contractual terms and conditions, where this is permitted under the contract and provided that there are justified grounds for it, the Factoring Company must give the Client advance notice of at least 2 months. Amendments are considered to have been accepted if the Client does not withdraw from the contract, without any fees, within the starting date of the proposed unilateral modification.

Maximum time-scale for termination of relationship

15 days

Complaints

Complaints should be sent to the Complaints Office of the factoring company (UBI Factor S.p.A. - Ufficio Reclami - Via F.lli Gabba 1 20121 Milano; email address: ufficio.reclami@ubifactor.it which shall respond within 30 days of receipt.

If the client is not satisfied or has not received an answer within 30 days, before initiating court action he should contact the:

- Banking and Financial Arbitrators (BFA). For details on how to contact the Arbitrators please consult the website www.arbitrobancariofinanziario.it, ask at one of the branches of the Bank of Italy, or ask the factoring company.

The practical guide summarising the information on Banking and Financial Arbitration and the form for applications for arbitration may be downloaded from the site www.arbitrobancariofinanziario.it or from the site of the factoring company www.ubifactor.it.

- Arbitrator in Banking Disputes, located in Via delle Botteghe Oscure, 54 - 00186 Roma.
In order to know how to address the Arbitrator in Banking Disputes you can visit the website www.conciliatorebancario.it. The Rules and Regulations of the Arbitrator in Banking Disputes is available at the Factoring Company and on the website www.ubifactor.it. The Customer can address the Arbitrator in Banking Disputes also in absence of previous claims.

KEY

Flat rate confirming commission	Commission of a financial nature which remunerates the granting of the deferral by the Factoring Company to the Client beyond the original maturity of the claims, the payment of which has been confirmed by the Factoring Company to the supplier, in accordance with the term specified in the invoice, calculated as one single payment on the nominal amount of the invoices subject to deferral by the Factoring Company due when the deferral is granted.
Daily commission on deferrals	Commission of a financial nature which remunerates the granting of a the deferral by the Factoring Company to the Client beyond the original maturity of the claims, the payment of which has been confirmed by the Factoring Company to the supplier, in accordance with the term specified in the invoice, calculated on the nominal amount of the invoices subject to deferral on a daily basis.
Arrears	Interest rate due for the delay in payment of a sum of money beyond maturity.

Fixed quarterly fees for maintenance of relationship	<p>Fixed flat-rate quarterly fee applied to the client in relation to the following aspects of the operations of the factoring company: fees for preliminary treatment of procedure, fees for renewal of procedure, account management fees, chamber of commerce and land register extract fees. This fixed fee may be applied only as an alternative to the application of the individual cost items contained within these items.</p>
Fixed quarterly fees for administrative management of relationship	<p>Fixed flat-rate quarterly fee applied to the client in relation to the following aspects of the administrative activity of the factoring company: fees for assignment form, document handling, handling of promissory notes and other means of collection, fees for the recall, extension of maturity and outstanding amounts on promissory notes and other means of collection, for outcome inquiries on promissory notes and other means of collection, debtor assessment fees, postage. This fixed charge may be applied only as an alternative to the application of the individual cost items contained within these heads.</p>
Document handling fees	<p>Fees for handling by the factoring company of each document presented and/or issued by the client (e.g. invoices, credit notes, promissory notes and other means of collection).</p>
Interest rate debtors, in arrears	<p>Annual interest rate, expressed as a percentage, used in order to calculate periodically the interest due from the client. The interest is due from the Client to the Factoring Company in view of the granting by the latter of a deferral for payment of the debt. The interest, calculated on an annual basis, is capitalised on a quarterly basis in arrears.</p>
Actual annual interest rate, in arrears	<p>Indicator expressed in percentage terms, corresponding to the nominal annual interest rate resulting from the part-yearly capitalisation on a quarterly basis as resulting from the following formula: $\{[1+T_n/(N \times 100)]^N - 1\} \times 100$ where T_n = nominal annual interest rate and N= number of capitalisations per year.</p>
Value date	<p>Date of debit or credit of a sum of money on which interest is accrued.</p>