CREDIT BROKERAGE AGREEMENT

Between

FIDEA SRL, with its registered office in Servigliano (FM), Via Circonvallazione Clementina n. 4, VAT number 01884180447, and fully paid-up registered company capital of €50,000.00, registered in the Register of Credit Mediators at the OAM as no. M9, in possession of all the requirements as per the reference regulations in force.

And

Mr/Mrs/Ms ……., born in ……. on ……., resident in ……., street……., no. ……. Cod.Fisc…… email:…… hereafter referred to as "**the Client**", as they are themselves and on behalf of all other participants in the transaction upon request.

WHEREAS:

The credit brokerage involves connecting the Client with banking institutions or financial intermediaries, even including consultancy activities, in order to obtain financing in any form whatsoever. FIDEA operates throughout the country, working as a credit broker, licensed or not licensed with credit institutions.

THE CLIENT CAN DOWNLOAD A COPY OF THIS AGREEMENT IN A DIGITAL FORM from our websites directly: www.fideamutui.it – www.topitalianmortgage.com – www.mutuistore.it .
The Client has the right to obtain a copy of this agreement after signing it, as well as ask for a duplicate of the signed document by emailing the company at amministrazione@fideacredito.it

SUMMARY

- Commission calculated on the amount financed:

[ ] in a percentage equal to …..% [ ] for a sum of €……

- Contract duration/terms of execution of service:……, automatically renewed by tacit agreement, unless the contract is terminated, in the event that the activities subject matter of this mandate are currently ongoing and yet to be completed.

- Commission paid by financier to FIDEA: [ ] None [ ] not known* [ ] €.....

**If this data is not known, the Client may verify the amount and its weight (TAEG[1]/TEG/[2]ISC[3]) in the related banking paperwork that includes any pre-contractual document and disclosure statements, which shall be delivered to the clients with fair advance notice and, however, within the deadlines required by the regulations in force.*

If the credit brokerage services were offered free of charge, the commission paid by the bank or other credit broker to FIDEA, should it be part of the final cost for the Client, will be added up in the TAEG/TEG/ISC calculation.

1 TAEG: Tasso Annuo Effettivo Globale (APRC,Gross Annual Percentage Rate of Charge)
2 TEG: Tasso Effettivo Globale (Gross Effective Percentage Rate of Charge)
3 ISC: Indice Sintetico di Costo (APR, Annual Percentage Rate)

ART. 1 – Subject matter of the Agreement

This contract pertains to credit brokerage services for the purpose of obtaining a loan in any form, as permitted by current legislation, from banks or financial intermediaries, in favour of the Client, for a financial instrument in any form whatsoever, based on the requests and needs of the Client.

FEATURES OF THE REQUESTED FINANCING:
Type: _____
Amount: _____
Length: _____

ART. 2 – Duration of the contract

This Agreement for credit brokerage services is valid for ……. starting from the date of signing. At the natural expiry of this mandate, this contract shall be intended to be automatically renewed by tacit agreement if the activities covered by this Agreement are currently ongoing and have not yet been completed. It is understood that the parties are entitled to exercise the right of withdrawal from the Agreement as per the following **Art. 8**.

ART. 3 – Exclusive rights

With regard to this Agreement for credit brokerage services, the parties agree that this contract shall be conferred
[ ] with exclusive rights for FIDEA SRL;
[ ] without exclusive rights for FIDEA SRL.

ART. 4 – Execution of the Terms of the Agreement and FIDEA Obligations

Under this Agreement, FIDEA shall not acquire any powers of representation on behalf of the Client.
In performing its credit brokerage activities, FIDEA shall accomplish the following:

- To act according to the principles of diligence, correctness, loyalty, and good faith.
- To adhere to professional confidentiality.
- To conduct any preliminary investigation in preparation of the application, adjusting it to the financial profile of the Client and the amount of the requested financing.
- To undertake the identification of the Client in accordance with the regulations in force concerning anti-money laundering.
- To comply with all field-specific laws and regulations.

ART. 5 – Client Obligations

- The Client must promptly and correctly provide all the required documents associated with the financial transaction subject matter of the application.
- The Client declares that the data, information, and documentation provided are true. Otherwise, if the documents prove invalid, the Client undertakes any civil and criminal liability, releasing FIDEA SRL from any consequences that may arise from wrongful conduct.
- The Client expressly declares that they have no protests, pending criminal proceedings, foreclosures and/or ongoing enforcement proceedings and reports for late payments. Should these circumstances change during the application process, the Client is obligated to inform FIDEA promptly.

ART. 6 – Credit Broker Disclaimer

a) The Client acknowledges that if banks and financial intermediaries do not grant the loan, FIDEA will not be required to explain the reasons for refusal generically or specifically.
b) The Client further acknowledges that FIDEA will not be held in any way responsible for the actions of banks and financial intermediaries**, even if the requested financing is not granted and/or if there is a delay in granting the same**.

ART. 7 – Charges

The Client is obligated to pay the **commission**, which is equal to _____ (in case of percentage, calculated on the capital granted by the bank or financial intermediary), inclusive of all activities relating to the mandate of credit brokerage, including pre-qualification and advisory activities.
Regardless of whether the Client accepted financing for a higher or lower amount than the initially requested amount or under different terms and conditions from what was initially agreed upon, the commission shall be charged. This is applicable to the extent of the details reported in the SUMMARY and Informative Sheet
With reference to the mortgage loan, the right to be charged/paid the commission is enabled as follows: 50% of the total amount once the lender issues the mortgage financial pre-approval; the remaining 50% when the lending institution issues the final approval.
Notwithstanding the provisions regarding the penalties in case of withdrawal from the Agreement as per the following **Art. 8**.
As the commission is a cost for the Client, the related amount will be added up in the TAEG/TEG/ISC calculation for the granted financing.

ART.8 – WITHDRAWAL and PENALTIES (Applicable only to mortgage loan transactions)

A) **Penalties for Non-Compliance:** FIDEA may impose a penalty on the client if they default on their contractual obligations, culpably delay fulfilling them, provide inaccurate information or documentation, or violates the exclusive rights, under former Article 1382 of the Italian Civil Code. The penalty amount cannot exceed 50% of the sum requested from the Client initially, but it must be lower than the ceiling provided for by the current regulations and applicable from time to time.

B) **Penalties for Withdrawal:** If the Client withdraws from the Agreement during the preliminary investigation phase before obtaining financial pre-approval, a penalty not exceeding 25% of the initially agreed commission may apply, **with a maximum of €1,000.00**. If the withdrawal occurs after the financial/income-based pre-approval, a penalty of up to 50% of the initially agreed commission may apply. If the withdrawal occurs after the final approval, a penalty of up to 100% of the initially agreed commission may apply.

C) **Withdrawal:** The Client has the right to withdraw from the credit brokerage services at any time via registered mail with return receipt, PEC, or email. If the Client exercises this right, FIDEA may request payment of a penalty according to the preceding paragraph. FIDEA reserves the right to withdraw from the credit brokerage Agreement if the company deems the assignment under consideration unenforceable for any reason, without the need to explain the reasons and without any charge or penalty.

If the Client qualifies as a consumer, and the contract was signed outside the commercial premises of the Credit Broker, the Client has the right to withdraw from the credit brokerage Agreement without any penalty by exercising the right of reconsideration within 14 days from the contract's signing following the procedure mentioned above.

ART. 9 – REFERENCE REGULATIONS – DISPUTE – COMPETENT COURT OF JURISDICTION
This agreement is subject to Italian law.

If the Client wishes to file a dispute, they must do so in writing through one of the following methods: registered mail with return receipt to the address - FIDEA SRL, Via C. Clementina 4, 63839 Servigliano (FM); email: amministrazione@fideacredito.it; certified email: fideacredito@pec.it; via the form at the following link: https://www.fideamutui.it/reclami/.

The dispute must be submitted by the directly involved party or by a person with a specific power of attorney. It should contain a description of the reasons for dissatisfaction and any relevant or necessary information/documentation required for a thorough examination. FIDEA will respond to

the Client within 60 days from the submission of the dispute in accordance with the regulations in force. If the Client is not satisfied with the handling of the dispute and/or the response received, they may resort to alternative forms of out-of-court dispute resolution and, specifically, the mediation procedure under Legislative Decree 28/2010 or file a petition with the Judicial Authority. **It is important to note that for disputes related to the credit brokerage Agreement, it is not possible to appeal to the ABF (Arbitro Bancario Finanziario).**
In the case of disputes, the exclusive jurisdiction will lie with the Court of Fermo, unless the Client is a consumer, in which case the competent court will be the General Court of the place of residence or domicile of the Consumer, if located within the territory of the Italian State, in accordance with Legislative Decree 206/2015.

ART. 10 – Consent to the processing of personal data

The customer consents to the processing of personal data pursuant to Art.13 of Legislative Decreee no. 196 of 30 June 2003 and Art.13 of EU regulation 2016/679 (“GDPR”); these data will be used to carry out the credit brokerage activities and all related purposes.

Place …… , Date ……

The Client — The credit broker at FIDEA

_____ _____

Hereby, I expressly approve, pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the conditions specified in the following articles: Art. 3 (Exclusive rights); Art.5 (Client Obligations); Art. 6 (Credit Broker Disclaimer); Art. 7 (Charges); Art. 8 (Withdrawal and Penalties); Art. 9 (Reference regulations – Dispute – Competent Court of Jurisdiction).

The Client — The credit broker at FIDEA

_____ _____

I declare that I have received a copy of this “**Credit brokerage Agreement**” along with the "**Information sheet**".

The Client

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