

NOTICE TO CLIENTS

“MAIN RULES OF TRANSPARENCY REGARDING CREDIT BROKERAGE”

This Notice draws attention to customer rights and protection. This Notice concerns the existing legislation on financial services operations transparency laid down in Title VI of the Legislative Decree no. 385/1993 (the Banking Act), as amended, art. 16 of Law 108/96, the ICRC Resolution of 4 March 2003 by the Italian Exchange Office Measure of 29 April 2005 and the supervisory instructions given by the Bank of Italy.

INFORMATION REGARDING THE CREDIT BROKER

FIDEA SRL, share capital €50,000.00 i.v., legal and operational headquarters: **Servigliano Via Circonvallazione Clementina 4**; VAT, tax code and registration number of Fermo Company Register: **01884180447**; Company Register number in Fermo: **FM181259**; Registration Register / List of Credit Brokers OAM: **M9** (verifiable at <https://www.organismo-am.it/ricercagenerica>);

CEO: **Sauro Antonelli**, born in Montegiorgio (AP) on April 16th, 1974; Registered in the Single Register of Insurance and Reinsurance Intermediaries Sec.E at Insurance Intermediaries: **E000318948**.

Website: www.fideamutui.it www.topitalianmortgage.com

Email addresses: info@fideacredito.it; fideacredito@pec.it; tel / fax: **0734759687**.

The Company directly carries out credit brokerage through its employees satisfying the requirements under art. 128-novies of Legislative Decree no. 13 August 2010 no. 141

The company carries out directly the credit broker profession through its employees authorized to carry out the activity according to the requirements of the Legislative Decree 13 August 2010 n. 141, and subsequent amendments.

A credit broker is the person who creates a contact between banks or financial intermediaries with potential customers for the granting of loans in any form through consultancy. The profession of credit broker can only be carried out by persons enrolled in the specific register.

The credit broker must be registered with the List of brokers kept by the Organisation in art. Undecies 128 of Legislative Decree no. 13 August 2010 n. 141, in short called "OAM" (www.organismo-am.it), also in charge of monitoring activities;-mediators must also be enrolled in the section E of the Registry Insurance Intermediaries Act (R.U.I.) held by IVASS - Institute for Insurance Supervisory, with regard to ancillary and instrumental activities or relating to insurance contracts in accordance with ISVAP Regulation n. 5 of 16/10/2006.

The brokers are prohibited to conclude and perform any lending activities on behalf of banks or financial intermediaries, including cash advances and all forms of payment or collection of cash, and other means of payment made with the exception of the delivery of non-transferable checks fully completed by banks and financial intermediaries or by the customer.

Credit brokers may collect preliminary applications on behalf of the Intermediary lending institution and forward such requests to the latter. The brokers are jointly and severally liable for damages caused by the employees of banks and financial institutions and collaborators with which they do business in relation to criminal conduct.

The credit broker is not responsible for any breaches or failure to grant and / or delivery to customers of the required funding, the broker however is liable on behalf of the bank or other financial intermediaries for damages caused by breaches by the client.

CLIENTS' RIGHTS

The client has the right to:

- have and keep a copy of this notice;
- have and keep copies of information sheets, dated and updated, containing detailed information on the credit broker, on the characteristics and the typical risks of the operation or service, on the economic conditions and the main contractual clauses;
- in the instance that the credit broker use remote means of communication, the customer has the right to have and retain a copy of this notice and information sheets on paper or other durable medium;
- receive information regarding the operation or service offered;
- obtain, before the conclusion of the credit brokerage contract without terms and conditions, a complete copy of the text, including the summary, in order to permit a thorough assessment, on the understanding that the delivery of the contract copy does not bind the credit broker and the client to the conclusion of the credit brokerage contract;
- receive a copy of the signed credit brokerage contract;
- request the mediator to provide comparable information regarding the financiers from which the same receives commissions and the amount of the latter;
- obtain at their own expense, no later than 90 days, a copy of the documentation relating to individual transactions carried out over the past 10 years;
- be informed about complaint procedures and extrajudicial dispute resolution available to the client and how to access them; to withdraw from the mediation agreement at any time by giving written notice by registered letter.
- be informed about complaints procedures and court settlement of disputes available to the client and how to access

them; to withdraw from the mediation agreement at any time by giving written notice by registered letter A / R.
- be informed on how to verify the qualifications of the credit broker as well as its collaborators.
- contact the court of jurisdiction in case of disputes. The jurisdiction shall be exclusively that of Fermo, except for specific legislative exemptions.

MEANS OF CLIENT PROTECTION

- the credit brokerage agreement must be in written form otherwise it is to be considered void;
 - in the event that the offer is made in another place other than the seat of the credit broker, before the conclusion of the credit brokerage contract the customer must receive a copy of this Notice and the information sheets relating to the service offered; the customer must issue to the collaborator of the credit broker proof of delivery of the same, by placing signature on a copy of the aforementioned documents as proof of receipt and the date of delivery;
 - in the event that the offer is made off premises the client must receive a document containing the Effective Global Average Interest Rates (TEAG) for anti-exploitation purposes;
 - the client must receive information on the processing of personal data as fulfillment of obligations under Article. 13 Legislative Decree no. 196 ("Privacy Code") of 30.06.2003 and art. 13 EU Regulation n. 2016/679 ("GDPR");
 - the credit brokerage contract must contain information regarding the commission and all other costs, fees, expenses and conditions to be paid by the client;
 - Sono nulle le clausole contrattuali di rinvio agli usi per la determinazione delle provvigioni di mediazione, di ogni altra remunerazione e delle condizioni praticate. Sono altresì nulle le clausole che prevedono prezzi e condizioni più sfavorevoli di quelle pubblicizzate nei fogli informativi.
 - the contractual clauses referring to the relevant practices for the determination of the credit brokerage commissions, any other remuneration, and conditions offered to the client are void. Also, the clauses providing for more unfavorable prices and conditions than those advertised in the information leaflets are void too.
 - the customer has the right to file a complaint in all cases in which the rules on transparency set out in this Notice are considered as not being met; the claim must be forwarded Institution of which art.128 undecies Decree 385/1993, which will carry out the necessary investigations on the matter brought to its attention, and if necessary will collect information from individuals and offices concerned and will send a response to the complaint received;
- Additional rules for the protection of the client as a consumer:
- the indication by means of advertising and advertisements related to credit brokerage activities containing information regarding the registration of the brokerage in the specific credit brokerage register held at the O.A.M., that the service offered by the credit broker is limited to the connecting, also through consultancy, banks and certain financial intermediaries with potential clients for the purpose of granting of loans in any form. This service does not guarantee the actual payment of the required funding.
 - the indication by means of advertising and advertisements related to financing transactions where the credit broker states the rate of interest or any figures relating to the cost of financing, specifying the bank or financial intermediary and where applicable the TAEG rate or ISC (the synthetic indicator of the cost), inclusive of credit brokerage charges if included in the calculation.

_____, date _____

The client/s
agree to the conditions above, and sign to that effect

The credit broker /collaborator