

**INFORMATIVE SHEET
"NON-RECOURSE ASSIGNMENT OF TAX
RECEIVABLES"**

12 October 2020

Information about the Bank

Banca Farmafactoring S.p.a.

Registered office and headquarters: Via Domenichino no. 5 – 20149 Milan

Telephone number to obtain information and/or enter into the contract: +39 02/49905.227

Fax number: +39 02/49905.202

Email and web site: info@bancafarmafactoring.it, www.bancafarmafactoring.it

Tax Code and registration number with the companies' register 07960110158

Enrolment number with the Banks Register 5751 - - ABI Code 3435.5

Adhering to the F.I.T.D.

Parent company of the "Banca Farmafactoring S.p.A." banking group - enrolled with the Register of Banking Groups

Share capital: euro 131.400.994,34

Adhering to Assifact – Italian Association for Factoring.

IDENTIFICATION DATA OF THE AGENT (FOR DOOR-TO-DOOR OFFERS)

To be filled in only in case of door-to-door offers, specifying the data (name, address, telephone, email), the qualification (e.g., employee, financial promoter, agent in financial activity) and possible enrolments with Registers or lists of the person who enters into contact with the client.

First Name and Surname/Legal Name:

Address/Telephone/Email:.....

Qualification:

Enrolment with Registers or Lists/Number:

WHAT IS NON-RECOURSE ASSIGNMENT OF TAX RECEIVABLES

The Non-Recourse Assignment of tax receivables is an agreement by which the Bank purchases and manages tax receivables, claimed by the Assignor – a legal person solvent or subject to insolvency proceedings – to the Debtor (Financial Administration) with assumption by the Bank of the risk of failed payment by the Debtor due to the acknowledgment of the inexistence of the Receivable asked for repayment. The purchase is perfected with the notification of the assignment to the Debtor and the acceptance or failed refusal of the notification by the same Debtor. The Consideration will be paid in one / two instalment/s. In case of payment of the consideration in two installments, the second instalment will be paid at a certain date, as provided for in the agreement, and the amount thereof will be calculated based on percentage indices specified in the agreement and benchmarked on the date by which the repayment of the VAT receivable by the Debtor takes place.

Risks on the side of the client

The Assignor warrants *i)* the certainty, liquidity and collectability at maturity of assigned receivables and assumes the obligations on its side as specified in the agreement; *ii)* the completeness of every supporting evidence, concerning the entire assigned receivable; *iii)* the inexistence of claims by the debtor and/or third parties against the client which could be set-off, even partially, against the assigned receivable.

The forfeiture cases of the warranty are identified in the agreement and trigger the obligation on the side of the client to repurchase the assigned receivables, the relating termination of the assignment, with the Bank's entitlement to ask for the restitution of amounts paid as consideration for assigned receivables and not yet collected, increased by interests contractually provided for as well as the Assignor obligation to indemnify and hold the Bank harmless for and against every damage, loss, claim, cost or expense incurred or suffered thereby due to said non-fulfilments and breaches.

MAXIMUM APPLICABLE ECONOMIC TERMS

| | ITEMS | COSTS |
|--------------------------------|--|---|
| Fees | Fees to purchase tax receivables | The non-recourse purchase fee is calculated taking into account the time period in which the factor expects to collect all receivables, in compliance with the Average Global Actual Rate ("Tasso Effettivo Globale Medio" or "TEGM") observed by Bank of Italy in the reference period. The table setting out the performance of the abovementioned rate in force may be consulted on the web site of Banca Farmafactoring |
| | Fees to purchase tax receivables (purchase not at par) | The non-recourse purchase fee is calculated taking into account the time period in which the factor expects to collect all receivables, in compliance with the Average Global Actual Rate ("Tasso Effettivo Globale Medio" or "TEGM") observed by Bank of Italy in the reference period. The table setting out the performance of the abovementioned rate in force may be consulted on the web site of Banca Farmafactoring |
| | Wire transfers fee | Euro 20.00 per wire transfer |
| Maximum applicable rate | Highest rate applicable to refunds relating to invoices subject to non-recourse assignments, in case of termination of the Assignment | 3 months prior month average Euribor + 600 bps, on a 365 basis. Should the Euribor assume a negative value, the same Euribor will be considered to be zero. As a consequence of the above the Bank will apply to the Client an interest rate equal to the spread until the Euribor goes back to a value equal to zero. |
| | VOCI | COSTI |
| | Highest rate applicable to delayed refunds to Banca Farmafactoring and related to payments wrongfully executed by the assigned debtor on | ECB rate (the so-called refinancing rate) + 800 bps. Should the ECB rate assume a negative value, the same ECB rate will be considered to be zero. As a consequence |

| | | |
|---------------------------------|--|--|
| | the customer's cash account instead than on that in the name of Banca Farmafactoring | of the above the Bank will apply to the Client an interest rate equal to the spread until the ECB rate will go back to a value equal to zero. |
| Other terms and expenses | Preliminary due diligence expenses | Euro 1,500.00 |
| | Contract registration expenses | The agreement is perfected by way of business correspondence: any registration expenses of the contract and/or deeds inherent thereto or in any case otherwise connected therewith are to be borne by the client |
| | Expenses for application renewal | Euro 750.00 |
| | Expenses for information on debtors | Euro 200.00 per debtor per year or upon occurrence of the event |
| | Expenses for notification of assignment, recognition and/or adjustment deeds | Euro 100 via bailiff |
| | Mail expenses | Shipping cost + 5% |
| | Expenses to document the assignment by way of public deed or private notarised deed and notification expenses through court bailiff or with equivalent manners pursuant to Law 21/01/1994 no. 53 on the right to serve civil, administrative and out-of-court deeds by means of lawyers and legal attorneys and relating implementing regulations. | Based on notarial rate books and the applicable stamp, registration and notification expenses currently in force |
| | Expenses for duplicating and copying accounting documents | Euro 10.00 per page |
| | Expenses for statements produced for the benefit of auditors | Euro 10.00 per page |
| | Expenses for wire transfer advance notice | Euro 5.00 per notice |
| | Expenses for serving communications to clients | Euro 5.00 per communication |
| Value dates | Value dates applicable to disbursements | 2 business days after the credit value date of the consideration for the assigned receivables |

The **AVERAGE GLOBAL ACTUAL RATE (TEGM)** provided for by Article 2 of Law 108/1996 (Italian Usury Law) in relation to factoring transactions, may be consulted at the Banca Farmafactoring's offices and on the web site www.bancafarmafactoring.it.

WITHDRAWAL, TERMINATION OF RELATION AND COMPLAINT

Withdrawal

The Bank and the Assignor may withdraw from the Contract with no penalty, relationship termination expenses and without specifying the reasons thereof, by sending an email message, a fax of occurred forwarding or a registered letter with return receipt to the addresses specified in the contractual documents.

The Bank shall inform the client with at least two-month advance notice of any unilateral amendment to the contract terms, in case this is allowed by the contract and only for justified reasons. Amendments are deemed approved if the client does not withdraw, without expenses, from the contract within the date scheduled for their effectiveness.

Maximum times to terminate the contract

Immediate

Complaints

Complaints shall be filed with the Complaints Department of Banca Farmafactoring S.p.a., to the attention of the Head of the Complaint Department (mail address Via Domenichino, 5 20149 Milan; fax number +39 02/49905.202; email address: reclami@bffgroup.it; cem address: reclami@pec.bancafarmafactoring.it) who shall respond within 60 days of receipt.

If the client is not satisfied with the response received or receives no response within 60 days, before going to court the client may contact the Banking and Financial Arbiter (Arbitro Bancario Finanziario - ABF). In order to know how to contact the Arbiter and the scope of its competence one can consult the website www.arbitrobancariofinanziario.it, ask the Branches of the Bank of Italy, or ask the intermediary. The handbook summarizing the information on the Banking and Financial Arbiter and the form to contact to the Arbiter may be downloaded from the website www.arbitrobancariofinanziario.it, the website www.bancafarmafactoring.it and are available at the offices of the company. Resorting to the ABF exempts the client from conducting the mediation process as per the following paragraph, should he intent to the submit the dispute to the Judicial Authority.

For the purpose of the out-of-court settlement of disputes prior to going to court and, in respect of the obligation provided for by Legislative Decree 4 March 2010 no. 28, to conduct the mediation process prior to going to court, the Client and the intermediary may contact:

- the Conciliatore Bancario Finanziario (a body enrolled with the Register kept by the Ministry of Justice) with office in Via delle Botteghe Oscure ,54 - 00186 Rome, tel. 06.674821, website www.conciliatorebancario.it where the client can have access to ;i) Conciliation, ii) Arbitration, iii) Ombudsman – Giurì Bancario. In the website, the Client can find the specific forms and rules governing the three alternative dispute resolution services.
- another body enrolled with the specific register kept by the Ministry on Justice and specializing in banking and finance matters.

Key relating to the main notions referred to in the informative sheet

Financial Administration: means the Tax Authority and Collection Agent, as well as any other competent Italian tax authority, office, department or financial administration including any Tax Authority and any Collection Agent.

Assignor: means the Bank Client (intended as "legal person"), i.e. the counterparty to the Non-Recourse Assignment contract of tax receivables.

Debtor: means the Republic of Italy and in particular each Financial administration bound to execute payments to the Assignor in respect of the tax receivables purchased by the Assignee.

Tax receivables: means the tax receivables purchased on a non-recourse basis by the Bank towards solvable Assignors, and tax receivables accrued by Assignors in the context of solvency proceedings.

Fee for the purchase of tax receivables: means the amount equal to the nominal value of assigned receivables or the value of receivables purchased and interests accrued until the assignment date or until the date mutually agreed upon, net of the amounts withheld by the debtor for whatever reasons for credit notes, discounts, rounding, rebates, deductions and set-offs.

Without recourse: means the assumption by the Bank of the Debtor's insolvency risk not ascribable to actions of the Assignor or third parties, nor to Receivable faults.

Payment of consideration: payment of the consideration for the assignment executed by the Bank to the assigning client, in the amount due on the date agreed with the same assigning client.

Value date: debit or credit date of an amount of money from which interests start accruing.

Delay rate: rate due for the delayed payment of an amount of money.

Handling expenses: processing and management expenses of each document submitted and/or released (*e.g.* invoices, notes, bills).

Plusfactoring fee: fees calculated on a periodic basis on the residual receivables outstanding at a given date.

Complaint: every act by means of which a clearly identifiable client contests in writing (*eg.* letter, facsimile, email or cem) to the intermediary an action or omission thereof.

Interests: periodic remuneration owed to the factoring company by the assigning client or assigned Debtor by virtue of, respectively, the advanced payment of the consideration for the assignment of the receivable effected by the factoring company or the granting by the latter of an extension for the payment of the payable.