

## INFORMATION SHEET

This information sheet complies with the requirements of the current legislation, specifically with Article 16 of Law 108/1996, Title VI-bis of the T.U.L.B. as amended and supplemented, the Bank of Italy's implementing measure of 25 July 2003, with the CICR Resolution of 4/03/2003, the UIC Measure of 29 April 2005 and with the Bank of Italy's provisions of 29/07/2009 on "transparency of banking and financial transactions and services - the correctness of relations between intermediaries and customers".

The statements in this INFORMATION SHEET do not constitute a public offer under Art. 1336 of the Italian Civil Code.

## SECTION 1

### INFORMATION ON THE CREDIT BROKER

**FIDEA SRL**

Registered office: Servigliano (FM), Via Circonvallazione Clementina 4

Legal representative: **Sauro Antonelli**

E-mail: **info@fideacredito.it** Certified e-mail: **fideacredito@pec.it**

Company capital authorised and paid €50,000.00;

VAT no.: 01884180447 – R.E.A. no. FM-181259

Registration no. at OAM: M9 (you can check the registration on the website:

**<https://www.organismo-am.it>**)

Websites: [www.fideamutui.it](http://www.fideamutui.it) - [www.topitalianmortgage.com](http://www.topitalianmortgage.com) - [www.mutuistore.it](http://www.mutuistore.it)

**CHECK  
THE ENROLLMENT AT OAM**



**The Company directly exercises the profession of credit broker through its collaborators who meet the requirements set forth in Legislative Decree 141/2010, as amended and supplemented.**

Details of the person entering into the relationship with the client (collaborator):

Name \_\_\_\_\_ Surname \_\_\_\_\_

E-mail \_\_\_\_\_ Phone no. \_\_\_\_\_

## SECTION 2

### TYPICAL FEATURES AND RISKS OF CREDIT BROKERAGE ACTIVITY

According to the current regulations, a credit broker is a person who connects prospective clients with specific banks or financial intermediaries to avail financing in any form whatsoever. Such an activity can be conducted either in a professional capacity, even if not exclusive, or as a usual activity.

Credit brokers carry out their activities independently, without any collaborative, dependent, or representational relationships with any of the parties. Credit brokers engage in activities both with banks and financial intermediaries that are 'licensed' and with banks and financial intermediaries that are not licensed. On the one hand, they are not allowed to sign agreements or perform any financial activities on behalf of banks or financial intermediaries. This includes granting loans, collecting and receiving payments, or providing other payments or securities, except for the mere delivery of non-transferable cheques that have been completely filled out by the client or intermediary. On the other hand, credit brokers can collect financing applications signed by clients, conduct an initial investigation on behalf of the lending intermediary, and forward such applications to the latter. The purpose of the advisory activity is to connect banks or financial intermediaries with potential clients in order to grant financing in any form whatsoever, which complements the credit brokerage activity.

#### **Risks:**

It is important to note that credit brokerage activity does not guarantee the actual disbursement of the requested financing to the client by the bank or financial intermediary. Despite acting with professionalism and diligence, it is, therefore, possible that the search for a lender capable of disbursing the requested credit may not be successful. Additionally, even if a lender is identified to set up the financing transaction, there is still a risk that the credit may not be approved eventually. In this scenario, the credit broker cannot be held liable if the financing is not granted.

## SECTION 3

### CREDIT BROKERAGE FINANCIAL TERMS AND CONDITIONS

TYPE OF FINANCING	MAXIMUM FEE ON THE DISBURSED AMOUNT
Mortgage loan	4.00%
Salary-backed loan	Up to a maximum of 15% of the gross borrowed amount, and, however, within the limits set by the law and the ASSOFIN protocol (if applicable, in the event of membership)
Personal loan	ZERO
Mortgage loans or unsecured loans for firms	4.00%

#### Fees and other amounts paid by the bank or credit broker

The client will be notified of any commission paid by the financing party to the broker as per the "licensing agreement" in effect. If it is not possible to identify the lending party during the initial contact with the client, the related commission paid by the lender, if any, will be communicated to the client upon request within the date of disbursement of the financing.

When it comes to credit agreements for consumers in real estate, the exact amount of any fees and charges that the bank or credit broker will pay to FIDEA will be notified to the client using a form titled *"European Standardised Information Sheet."*

Any commission paid by the bank or credit broker, where it is included in the client's total cost, will be factored into the calculation of TAEG/TEG/ISC<sup>1</sup>.

Any commission received by FIDEA from the bank or credit broker cannot be deducted from the commission paid by the Client for credit brokerage services provided.

The lender will be informed of the commission paid by the client to FIDEA to ensure the accurate inclusion of such a cost in the calculation of the TAEG/TEG/ISC.

If the credit brokerage service is offered at **"no charge,"** the fee paid by the bank or credit broker to FIDEA that is part of the client's cost will be factored into the calculation of the TAEG/TEG/ISC.

#### RIGHT OF **WITHDRAWAL** and **PENALTIES** (which apply to mortgage loan-based transactions only)

**- Penalties for non-fulfilment:** Penalties for non-fulfilment: In cases where the client fails to fulfil or culpably delays the fulfilment of their contractual obligations, or provides false information or documentation, or infringes on exclusive rights, FIDEA may impose a penalty on the client. This penalty will be in accordance with former Article 1382 of the Italian Civil Code. It shall not exceed a maximum of 50% of the original requested amount from the client. In any case, it will also be lower than the limits prescribed by the applicable regulations in force from time to time.

**- Penalties for withdrawal:** If a client decides to withdraw from the agreement before obtaining a financial pre-approval during the preliminary investigation phase, they may be charged a penalty of up to 25% of the originally agreed commission, **with a maximum of €1,000.00**. If the withdrawal occurs after the financial pre-approval (based on the income), a penalty of up to 50% of the originally agreed commission may be applied. If the withdrawal occurs after receiving the final approval, a penalty of up to 100% of the originally agreed commission may be applied.

#### **- Withdrawal**

The client has the right to withdraw from the credit brokerage agreement at any time by sending a registered letter with a return receipt, PEC, or e-mail. On the one hand, if the client decides to exercise this right, FIDEA may require the payment of a penalty equal to the amount stated in the preceding paragraph. On the other hand, FIDEA reserves the right to withdraw from the credit brokerage agreement if it perceives any reasons that make the assignment under consideration infeasible, or for any other reasons it deems appropriate without reporting the cause and without any charge or penalty. FIDEA will communicate its decision by sending a registered letter with a return receipt, PEC, or e-mail.

<sup>1</sup> TAEG: Tasso Annuo Effettivo Globale (APRC, Gross Annual Percentage Rate of Charge); TEG: Tasso Effettivo Globale (Gross Effective Percentage Rate of Charge); ISC: Indice Sintetico di Costo (APR, Annual Percentage Rate).

## SECTION 4

### CONTRACTUAL CLAUSES THAT REGULATE CREDIT BROKERAGE

#### 1. Duration of service execution

The Credit brokerage agreement has a maximum duration of 365 days from the date of signature. The parties can decide on the specific duration of the credit brokerage agreement. Upon expiration of the agreed duration, the contractual obligation will be deemed automatically terminated without requiring either party to initiate termination.

#### 2. Exclusive rights

During the entire duration of the assignment, the Client agrees not to engage any third parties or act personally in search of and securing the Financing described in the Agreement. This applies unless the parties explicitly agree that the Client may sign the credit brokerage mandate "WITHOUT" exclusive rights.

#### 3. Client's rights

a. As per the client's rights, they can access and obtain a hard and/or digital copy of this "Information Sheet", which is dated and updated. This document is available at the company's registered office and can also be found on the company's websites (see Section I). Additionally, by way of the same means, the client is entitled to access the document containing the Average Overall Effective Rates, which are provided for by the anti-usury regulations. If the Credit Broker makes use of remote communication, the Client can obtain said documentation through such means (in the form of a downloadable and printable PDF document).

b. The Client has the right to receive from the Credit Broker all pre-contractual documentation related to the bank where the requested transaction will be presented and submitted. This should be done in a timely manner before entering into the agreement and issuing a declaration of actual receipt to confirm that the Client has received this information. The documentation mentioned contains information about the requested products and services, as well as any relevant guides. If necessary, the documentation may be delivered remotely through electronic media.

c. Before signing the credit brokerage agreement, the Client has the right to receive a copy of the document. This delivery does not imply any obligation for either party, it is purely for informational and transparency purposes.

d. The Client has the right to receive a written copy of the credit brokerage agreement, including the summary document, as well as a copy of any other signed documents.

e. The Client has the right to be informed about the necessary database access required to perform the assignment.

f. The Client is entitled to obtain, at their own expense, copies of the documentation related to their relationship with FIDEA. This can be done upon their own request, or upon the request of any successors or anyone who succeeds them in the administration of their assets. This should be done within a reasonable period of time and in any case, no later than ninety days. The copies should be of transactions carried out in the last ten years.

g. In case the client is a consumer and the credit brokerage agreement was signed outside the Credit Broker's business premises, the Client is entitled to withdraw from the brokerage agreement without incurring any penalty. To exercise this right, the Client should avail of the cooling-off period within 14 days of signing the contract and in accordance with the terms specified in the agreement.

h. The client has the right to request information from FIDEA about the commission received by FIDEA (from one or more lenders), at any time. FIDEA will, therefore, provide this information to the client, so that the client can have effective elements of comparison.

i. When a client renews a loan through a Salary-backed loan, they have the right to directly communicate with the credit broker who is responsible for the loan agreement, until the contractual relationship comes to an end. The client also has the right to receive the settlement statement or repayment of previous instalments directly at their domicile. The client is aware that withdrawing consent for the processing of personal data with the lending institution would prevent them from receiving any new credit offers from the institution.

**In case the client receives other offers (e.g., insurance policies) alongside the financing offer, they will be entitled to the following:**

a. to receive transparent and specific information about other mandatory contracts related to financing.

b. a clear and correct explanation of the condition that financing terms are dependent on other contracts being jointly signed.

c. to receive a comprehensive explanation of the obligations and advantages that come with combining their credit and insurance contracts. Additionally, in the case of optional policies, they should be given an accurate depiction of the costs with and without the insurance contract.

d. to receive all the essential documents containing pre-contractual information about the policies offered with financing. This helps them to understand the contents of the contracts in a timely manner and make an informed decision about whether or not to proceed with the financing application.

#### 4. The Client's Obligations

The client is obliged to do the following:

- a. To provide FIDEA with all the necessary documentation required for the execution of the mandate in due time and with all the requested documentation necessary for the performance of the assignment, ensuring that the data, news, and documentation provided by them are authentic, truthful, complete, and up-to-date.
- b. To report the presence of any non-performing loans, bank overdrafts that exceed the granted limits, payment delays, or any other relevant information recorded in any Databases. This also includes any protests, foreclosures, procedures, or circumstances that, if known, would have led FIDEA to decline the credit brokerage mandate.
- c. To promptly inform FIDEA of any changes to their assets/income, as well as, in general, any relevant information necessary to correctly assess their ability to fulfil their obligations.

#### 5. The Credit Broker's Obligations

- a. To perform their duties with constant observance of the principles of diligence, fairness, loyalty, good faith, and transparency. They should always maintain professional secrecy and direct their activities towards achieving a result that considers the rights and interests of the Client while also ensuring they can meet their obligations.
- b. To perform a preliminary investigation activity, adapting it to the client's financial status and the size of the funding requested.
- c. To inform the Client of any relevant circumstances that could affect the assessment of the transactions' convenience and security, if known to the credit broker.

#### 6. Claims

If the Client has any complaints regarding the brokerage agreement, they may file it in writing through the following methods: sending a registered letter with advice of receipt to FIDEA SRL, Via C. Clementina 4, 63839 Servigliano (FM); sending an e-mail to [amministrazione@fideacredito.it](mailto:amministrazione@fideacredito.it); sending a certified e-mail to [fideacredito@pec.it](mailto:fideacredito@pec.it); or filling out the provided at the following link: <https://www.fideamutui.it/reclami/>.

The person who is directly affected or someone with the appropriate power of attorney can file a complaint. The complaint must include the reasons for dissatisfaction, as well as any useful or relevant information/documentation that can help with the examination process. FIDEA will respond to the complaint within 60 days from the date of submission. If the Client is not satisfied with the handling of the complaint and/or the response received, they can opt for other forms of out-of-court settlement of disputes, such as the mediation procedure under Legislative Decree 28/2010, or file an appeal with the Judicial Authority. **Please note that you cannot appeal to the ABF (Arbitro Bancario Finanziario) for disputes concerning the credit brokerage agreement.**

#### KEY TERMS

**Credit Broker:** a professional who connects potential clients with banks or financial intermediaries to provide financing in any form whatsoever through consultancy services.

**Client:** any individual or entity seeking to establish a relationship with banks or financial intermediaries for financing through a credit broker.

**Financing:** A specific financial instrument that the Client intends to obtain through the credit brokerage activity provided in this Agreement.

**Commission/Fee:** It is the remuneration owed to the broker in relation to the deal they have arranged.

**ISC (Indicatore Sintetico di Costo): APR, Annual Percentage Rate.** This is a synthetic index that shows the cost of credit expressed as an annual percentage of the granted mortgage loan amount.

**TAEG (Tasso Annuo Effettivo Globale): APRC, Gross Annual Percentage Rate of Charge.** This index represents the interest rate of a financing transaction and is determined by parameters established by law.

**TEG (Tasso effettivo globale): Gross Effective Percentage Rate.** This index represents the annual interest rate commonly utilized by brokers on average. It is calculated as the simple arithmetic mean of the effective global rates applied to individual transactions.

**OAM (Organismo degli Agenti in attività finanziaria e dei Mediatori Creditizi):** The Body of Agents in Financial Activities and Credit Brokers is exclusively and independently responsible for managing the lists of agents in financial activities and credit brokers as outlined in Articles 128 quater and 128 sexies of the Consolidated Banking Act (TUB) and performs other tasks assigned to it by the regulations. It has the power to impose sanctions necessary to fulfil its functions and is subject to the supervision of the Bank of Italy.

**Remote communication means:** these are contact methods - other than advertisements - of contacting clients that do not require the simultaneous physical presence of the client and the Credit Broker.

Place \_\_\_\_\_, on (date) \_\_\_\_\_

The client(s)  
For acknowledgement and delivery

\_\_\_\_\_  
The credit broker at FIDEA