

## Letter of Indemnity from an Italian Client - Italian Bonds

Please mail the completed and signed certificate to:

Clearstream Services Prague Branch  
Tax Services Prague  
Futurama Business Park  
Building B  
Sokolovska 662/136b  
18600 Prague 8  
Czech Republic

Clearstream<sup>1</sup> account number(s): \_\_\_\_\_ (the "Account")

The undersigned client of Clearstream may hold from time to time in its Account securities issued by the Italian government or other debt securities subject to Italian Legislative Decree number 239 of 1 April 1996 ("Securities").

The undersigned client of Clearstream ,

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Italian tax identification number (TIN): \_\_\_\_\_

**1.** with respect to all Securities held in the Account:

*(tick the appropriate box(es) I (a), I (b), I (c) and/or I (d), depending on the capacity(ies) in which the client is making its declaration)*

☐ 1 (a) hereby:

- certifies that it is **an intermediary** charged with the application of substitutive tax under Article 2, subsection 2, of Legislative Decree 239 of 1 April 1996 ("intermediary"); and
- undertakes to act as an intermediary and to perform all the duties of an intermediary as defined by Legislative Decree 239 of 1 April 1996 and all other relevant legal and administrative provisions, with respect to Securities held in the Account in this capacity, such duties including but not limited to:
  - calculation and application of the substitutive tax where applicable;
  - payment of the appropriate amount of substitutive tax to the appropriate Italian authorities;
  - reporting of the required data in respect of tax payments to the Italian Ministry of Finance;

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<sup>1</sup> Clearstream refers to (i) Clearstream Banking S.A. registered office at 42, avenue John F. Kennedy, L-1855 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B-9248 and (ii) Clearstream Europe AG (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) with registered office at Mergenthalerallee 61, 65760 Eschborn, Germany, and registered in Register B of the Amtsgericht Frankfurt am Main, Germany under number HRB 7500.

## Letter of Indemnity from an Italian Client - Italian Bonds

and/or

☐ 1 (b) hereby:

- certifies that it is a second-level bank (banca di secondo livello) as defined by Article 1, 1, (b) of Ministerial Decree 632 of 4 December 1996 ("second-level bank"); and
- undertakes to act as a **second-level bank** and to perform all the duties of a second-level bank as defined by Legislative Decree 239 of 1 April 1996 and all other relevant legal and administrative provisions, with respect to Securities held in the Account in this capacity, such duties including but not limited to:
  - calculation and application of the substitutive tax where applicable;
  - payment of the appropriate amount of substitutive tax to the appropriate Italian authorities;
  - collection and conservation of all relevant documents;
  - reporting of the required data concerning exempt non-resident beneficial owners and of the required data in respect of tax payments to the Italian Ministry of Finance;

and/or

☐ 1 (c) hereby certifies that:

- it is the **beneficial owner** of Securities held in the Account; and
- it is not among the investors referred to in Article 2, subsection 1, of Legislative Decree 239 of 1 April 1996 that are subject to substitutive tax;

We further certify that, in the event the Securities are held by us in our capacity as beneficial owner:

- we qualify as the beneficial owner for tax purposes and are entitled to any related tax relief at source or quick refund claimed, based on the applicable tax laws and regulations in the Italian market;
- such related tax relief entitlement to any related tax relief at source or quick refund is valid for any such Securities sourced in the Italian market already held on the Account or to be held in the future in the Account;
- such related tax relief entitlement to any related tax relief at source or quick refund is not restricted by any contractual obligation such as a lending or collateral arrangement

or

☐ 1 (d) hereby certifies that:

- it is the **beneficial owner** of Securities held in the Account; and
- it is not among the investors referred to in Article 2, subsection 1, of Legislative Decree 239 of 1 April 1996, that are subject to substitutive tax; and
- it is a permanent establishment outside Italy of a commercial enterprise resident in Italy; and
- for the purpose of taxation in Italy, its income is included in the income of its Head Office in Italy;

We further certify that, in the event the Securities are held by us in our capacity as beneficial owner:

- we qualify as the beneficial owner for tax purposes and are entitled to any related tax relief at source or quick refund claimed, based on the applicable tax laws and regulations in the Italian market;
- such related tax relief entitlement to any related tax relief at source or quick refund is valid for any such Securities sourced in the Italian market already held on the Account or to be held in the future in the Account;
- such related tax relief entitlement to any related tax relief at source or quick refund is not restricted by any contractual obligation such as a lending or collateral arrangement

## Letter of Indemnity from an Italian Client - Italian Bonds

and hereby:

2.

acknowledges and accepts to comply with the obligations pursuant to Legislative Decree 461 of 1997 and consequently to fulfil the relevant certification and reporting requirements related to the Securities posted in the Account directly with the Italian Tax Authorities when required by the applicable tax rules.
3.

undertakes to notify Clearstream immediately upon receipt of any information that would render any statement contained in this Letter of Indemnity untrue or incomplete; and
4.

accepts full responsibility and indemnifies Clearstream in respect of any claims, penalties, taxes and interest thereon, levied by the Italian Tax Authorities or any other authority in connection with the Securities, or in respect of any other costs incurred in connection with any action taken in reliance upon the contents of this Letter of Indemnity; and
5.

appoints Clearstream and Clearstream 's representative in Italy as its attorneys-in-fact for the purposes of providing this document or a copy of this document to the appropriate Italian authorities, if requested by the latter.

This Letter of Indemnity shall be effective as of the date mentioned here below and shall remain valid for 5 years as from that date unless terminated by not less than ten (10) business days' written notice to Clearstream served to the above-mentioned address. Upon expiration of the validity, we undertake to provide Clearstream with a renewed Letter of Indemnity.

This Letter of Indemnity is governed and construed in accordance with the laws of the Grand Duchy of Luxembourg (for Clearstream Banking S.A. clients) and Germany (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) and the courts of Luxembourg (for Clearstream Banking S.A. clients) and the courts of Germany (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) shall have exclusive jurisdiction for all legal proceedings relating thereto.

We hereby certify that the above information is true, correct and complete and that I am (we are) authorised representative(s) of the client named below.

### For and on behalf of:

Name of Clearstream Client: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

### By (authorised signatories):

\_\_\_\_\_  
Authorised signature

\_\_\_\_\_  
Authorised signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Place

\_\_\_\_\_  
Date (DD/MM/YYYY)