

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

**Please mail the completed and signed form 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")

We, the undersigned Italian client of Clearstream :

Company name: \_\_\_\_\_

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

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

having as Legal Representative:

First name, surname: \_\_\_\_\_

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

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

Date of birth: \_\_\_\_\_

City, province and country of birth: \_\_\_\_\_

may hold from time to time in our Account Italian shares subject to Art. 27-ter of Italian Presidential Decree number 600/1973 ("Securities").

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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

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With respect to the Securities held in the Account, we hereby:

*(tick the appropriate box(es) 1, 2 and/or 3, depending on the capacity(ies) in which the Italian customer is making its declaration)*

1. • certify that we are not the beneficial owner of the Italian shares held in the Account; and
- request Clearstream not to apply the provisions contained in Art. 27-ter of Presidential Decree 600/1973 to the Securities posted in the Account and held by Clearstream at Monte Titoli S.p.A.; and
  - certify that we are authorised to apply the provisions contained in Art. 27-ter of Presidential Decree 600/1973; and
  - undertake to apply the provisions contained in Art. 27-ter of Presidential Decree 600/1973 and to perform all other relevant legal and administrative provisions with respect to Securities held in the Account, 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;

and/or

2. • certify that we are the beneficial owner of the Italian shares held in the Account and that we are not subject to the substitutive tax referred to in Art. 27-ter of Presidential Decree 600/1973;

and/or

3. • certify that we are the beneficial owner of the Italian shares held in the Account and that:
- we are not subject to the substitutive tax referred to in Art. 27-ter of Presidential Decree 600/1973;
  - we are a permanent establishment outside Italy of a commercial enterprise resident in Italy; and
  - for the purposes of taxation in Italy, our income is included in the income of our 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

and hereby:

- acknowledge and accept to comply with the obligations pursuant to Legislative Decree 461 of 1997 and consequently fulfil the relevant certification and reporting requirements directly with the Italian Tax Authorities when required by the applicable tax rules; and
- undertake to notify Clearstream immediately upon receipt of any information that would render any statement contained in this Letter of Indemnity untrue or incomplete; and
- accept full responsibility and indemnify 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
- appoint Clearstream and Clearstream 's tax representative for the Securities as its attorneys-in-fact for the purposes of collecting and forwarding this document or a copy of this document, any attachments and any information relating to it as well as balances of Securities in the Account to the appropriate Italian authorities, if requested by the latter.

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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 the Clearstream client:**

\_\_\_\_\_  
*Authorised Signature*

\_\_\_\_\_  
*Authorised Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Place*

\_\_\_\_\_  
*Date*