

Spettabile  
**COMITALIA – Compagnia  
 Fiduciaria S.p.A**  
 Corso Garibaldi n. 49  
**20121 – MILANO**

**Subject: Mandate n \_\_\_/\_\_\_**

The undersigned:	
Born in:	
On:	
Resident in:	
Nationality:	
Tax code number:	
Identity document:	
N°:	
Issued by:	
On:	
Date of expiry:	
Recipient of correspondence:	

(hereinafter referred to as **CONTRACTOR**) hereby confers to your Company (hereinafter referred to as **FIDUCIARY COMPANY**) the mandate to assume in his/her own name and on his/her own behalf and at his/her own expenses, in the light of the activity carried out by the **FIDUCIARY** company in compliance with Law n° 1966 as of 23rd November 1939 and subsequent additions, **the trusteeship of the financial activities** (hereinafter referred to as **ASSETS**) listed below, according to the specific instructions that you will receive, until expiration or revocation, and in accordance with the General terms enclosed.

**MANDATE ASSETS:**

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The above mentioned **ASSETS**, that if registered can be administered under trusteeship by your Company on the basis of this engagement letter, are the sole property of the **CONTRACTOR** except in the case of different provisions and rights specified in a separate declaration concurrent to the description of the **ASSETS**. The **ASSETS** are identified — also pursuant to and by effect of Article 1378 of the Italian Civil Code (Codice Civile) compared with the goods belonging to someone else — in an assets list or through a different valid method related to the General terms.

Besides reimbursing any charge and expense (postal services, telephone, stamps and taxes, travels, bank charges, professional consulting and assistance fees as provided for in the General terms), the **CONTRACTOR** will pay the **FIDUCIARY COMPANY** a commission for the services deriving from this mandate and that the parties agree being fixed at the amount of € + VAT for each calendar year. For the 1st year of the trusteeship, the above mentioned remuneration is deemed agreed until 31st December of the same year. If the contract lasts less than a calendar year, the annual commission may be calculated according to the duration.

In the event that the commissions are calculated proportionally to the valuation of the financial activities, the nominal value will be the parameter adopted or, if greater, the price registered when performing operations through the **FIDUCIARY COMPANY** or another value indicated by the **CONTRACTOR**, for the sole purposes of this contract.

The General terms of this mandate apply to the financial activities initially administered and to those deriving from investment and disinvestment operations performed on the basis of specific further engagements, as well as to the rights and incomes accrued or related to the financial activities under this mandate.

In the event that the **CONTRACTOR** did not pay the debited commissions, expenses and reimbursements within 60 days from the request, the due sums may be subject to default interests calculated as stated in the last paragraph of article 19 of the General terms. These interests will be due without the need for formal notice of default concerning the **CONTRACTOR**. If the **FIDUCIARY COMPANY** shall simultaneously be creditor and debtor, in any capacity, including for different contracts, the debt and credit position shall be set-off.

Appendices:

- 1 Clausole generali;
- 2 Tariffario;
- 3 Documento conoscitivo;
- 4 Informativa sul trattamento dei dati personali;
- 5 Informazioni ai sensi D. LGS. 231/07;
- 6 Questionario Fatca

Milano, \_\_\_\_\_

The CONTRACTOR

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- > Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the **CONTRACTOR** declares to be aware of all the conditions stated in the **General terms enclosed in appendix n° 1** and he/she declares to fully approve them. In particular, the **CONTRACTOR** specifically approves the terms related to:
  - The approval of the actions of the **FIDUCIARY COMPANY** if timely instructions are not provided (**clause 5, letter d, second paragraph**).
  - The exemption from liability of the **FIDUCIARY COMPANY** in the event of "divergent" vote (clause 5, letter d, third paragraph) and in case the **FIDUCIARY COMPANY** does not undertake legal actions (clause 8).
  - The right to revoke and the right to give instructions concerning the transfer of the **ASSETS**, granted to each **CONTRACTOR** among multiple **CONTRACTORS** (clauses 9 and 10).
  - The **FIDUCIARY COMPANY** right to renounce the mandate (**clause 14**).
  - The exemption from liability of the **FIDUCIARY COMPANY** (**clause 15**).
  - The indemnity in favour of the **FIDUCIARY COMPANY** (**clause 16**).
  - The criteria for calculating time limits (**clause 20**).
  - The election of domicile (**clause 22**).
- > Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the **CONTRACTOR** declares to be aware of all the conditions stated in the **General terms of the price list enclosed in appendix n° 2** and he/she declares to fully approve them.  
In particular, the **CONTRACTOR** specifically approves the terms related to:
  - the obligation to make use of a Notary for operations of PURCHASE, SALE, REGISTRATION, RE-REGISTRATION and ESTABLISHMENT (**fourth paragraph**).
- > Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the **CONTRACTOR** declares to be aware of all the conditions stated in the **informational document enclosed in appendix n° 3**.
- > Furthermore, pursuant to and by effect of Law n° 196 as of 30th June 2003, the **CONTRACTOR** acknowledges that the personal data included in this contract and those that the **FIDUCIARY COMPANY** will further receive as integration and/or substitution of the current data, as well as other data the **FIDUCIARY COMPANY** may collect in relation to the contract formed through this mandate, shall be processed by the **FIDUCIARY COMPANY** for the purposes of this contract, including the performance of specific engagements requested each time by the **CONTRACTOR** in written form, and in compliance with Community law, regulation and legislation. The **CONTRACTOR** also acknowledges that the **FIDUCIARY COMPANY** will communicate these data to third parties in compliance with Community law, regulation and legislation.

The CONTRACTOR

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Please confirm that you agree to the foregoing by forwarding a signed copy of this contract. Please also confirm that the General terms of the contract detailed overleaf correspond to those included in the fiduciary arrangement model sent to the Italian Ministry of Economic Development in its capacity as the supervisory authority for **FIDUCIARY** companies and audit firms.