



ADMINISTRATIVE TRUST AND AUDITING COMPANY
FORO BUONAPARTE, 68 - 20121 MILAN - TEL. 862 532 - FAX 862 507
CAP. STOCK €100.000. FULLY PAID IN - TAX CODE/VAT AND REGISTER OF COMPANIES NO.
02968500153 FINANCIAL AND ADMINISTRATIVE INDEX NO. 752122
AUTHORISED WITH M. D. OF 09/12/68
Member of the Italian Association of Trust Companies

Carini SpA
Foro Buonaparte, 68
20121 MILAN (Italy)

Having acknowledged that you have the legal authorisations to exercise the trust business, we are hereby vesting you with a mandate for trust registration and administration in your name but on our behalf of the following assets:

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Subject to satisfaction, establishment and subscription of the following conditions:

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The appointment shall be regulated by the following clauses:

1) Scope of the appointment: To carry out the appointment, you shall follow only the written instructions sent to you in due time. We however retain the right at all times to alter the vested powers and revoke them, as well as the possibility at all times to give instructions in writing for the exercise thereof.

Should you deem not to follow our instructions, even for one justified reason, you should inform us in writing within three (3) business days and we shall at our sole discretion back out of the contract effective immediately, without prejudice to the contents of the 3rd paragraph of article 9 hereof.

Failing said instructions, it is agreed that you are relieved from the obligation of doing any job, particularly checking the convening of any general meetings you have not received any suitable notification in writing about and checking the lodging of the deeds inherent to the asset and extract a copy thereof.

In carrying out the appointment, you are however authorised to avail yourself of replacements or sub-agents, as well as your auxiliaries, whose action you shall answer for according to articles 1228 and 2049 of the Civil Code, while you shall answer for your own actions according to articles 1218 and 1710 of the Civil Code.

We acknowledge that save an express power of attorney written by you, we are not authorised to operate directly as regards the assets entrusted to you.

2) Provisions - You shall be remitted any sum necessary for carrying out the appointment before the relevant jobs are carried out by you. Failing that, you are relieved of any responsibility in this connection.

3) Deposits and remittances - Until we ask you in writing for any deposits of sums owed to us on your premises, for the time necessary to do it, we shall only be entitled to any interest, net of any fee you are charged on the same.

In all cases, when said deposits are greater than the amount of five thousand (5,000.00) euros, after ten days they shall be deposited by you at the following lending institutions in a suitable current account or a registered savings account passbook, unless you prefer to make the remittance to us at:

Any remittance made by you by non-transferable bank check payable to us and sent by insured mail addressed to us shall travel at our sole risk.

Private property:

F. R.

4) *Securities and Tradable Securities* – The lending institutions, authorised intermediaries or other public depositaries where you may make lodge securities and tradable securities belonging to use, are designated as follows:

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In that case, while all related charges shall be payable by us, you are relieved of any responsibility to us.

5) *Account statements* – Any time you are requested in writing by us – and in all cases by March 31 each year – you shall provide us with an account of your work and the state of our current positions in suitable account statements.

It is agreed that the result of said accounts are naturally definitively accepted by us if and insofar as you have not received any analytical protests from us by registered mail, with acknowledgement of receipt within the following forty days.

6) *Fiscal charges* – Any fiscal charge, even as surtax, penalty or other accessories, shall always be payable solely by us.

7) *Fees* – It is agreed that the fee due to you is the fixed lump-sum amount paid in advance of

€

And an annual amount of €

In addition to anything else consequential to the jobs you shall do on our behalf following our instructions and which you shall be paid according to the average rate in force for certified public accountants for the same or similar services, with the exception of the additional accessorial services as set forth in the attached price list, which shall be agreed upon in the amount specified thereon.

The above-mentioned sums shall be paid to you jointly and severally, with the amount of the annual fee in advance, and the remainder deferred, but right after the performance of the concerned services. It is agreed that the annual fee established in the foregoing and the additional accessorial prices, when a fixed sum has been specified, shall be changed annually based upon the changes in the cost of living resulting from the relevant Italian statistical institute index for working class families.

The annual fee shall also be owed to you even after termination of the agreement until deregistration of the assets, when postponed for no fault of yours.

For any periods of less than a full year, you shall however be owed the entire annual fee mentioned above.

In all cases, if one year passes after termination of the agreement without the possibility of re-registration of the assets in our name due to no fault of yours, you shall naturally be authorised to unilaterally arrange for the re-registration in the name of the assignees and hereby vest them in that sense with any necessary power and authorisation, even according to article 1395 of the Civil Code, without any exception.

All charges, including bank charges, and safekeeping of the securities on file shall be fully payable by us.

You are naturally authorised to withdraw fees and reimbursement of expenses owed to you from the sums and securities at your disposal. Likewise, you are authorised to deduct the necessary amounts for covering any charge or risk even not yet due or definitively ascertained, naturally with the exception of any responsibility of yours upon extinction of the obligations.

Default interest shall be calculated on all sums owed by us according to articles 4 and 5 of Legislative Decree 231/2002 and therefore equivalent to the interest rate of the primary refinancing instrument of the European Central Bank, increased by seven points.

For any certain, liquid and demandable debt of ours owed to you, failing our remittance of the necessary amount by eight days after the relevant formal request by registered mail, with acknowledgement of receipt, you are authorised to realise the necessary amount of assets in your trust registration on the basis of the respective official price lists for the market of Milan, if any, or failing that by a notary public, and we shall bear the costs of any relevant charge or fee.

We also expressly authorise you to suspend fulfilment of your obligations and carrying out our instructions at your discretion, according to and due to the effects of article 1460 of the Civil Code, in case we delay payment of the amounts due for fees and expense reimbursement.

8) *Transfer of the Contract* – It is strictly forbidden to transfer the contract.

9) *Term* – It is agreed that the appointment is given with no fixed time limit and may therefore be revoked by either Party at any time by registered mail, with acknowledgement of receipt, providing at least one month's notice from the date of receipt.

By said term, anything owed to us shall be put at our disposition at your registered office or lending institution or public intermediary/authorised depositary, compatible with the timing and technical requirement of any transactions underway.

In all cases of termination of the mandate, your trust deregistration and/or delivery of the securities and valuables belonging to us, shall therefore be subordinate to payment beforehand of any credit of yours and your furnishing a suitable and adequate coverage of any other additional charge and any contingent liabilities pertaining to us.

10) *Communications* – All written communications hereby foreseen should be sent by fax, provided it has been duly signed and communications concerning the statements or carrying out instructions given must be sent by you until further written notification to:

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11) *Court having jurisdiction* – Any dispute must be referred exclusively to the forum of Milan.

Private property:

F. R.

12) *Multiplicity of Settlers* - Assuming that there are several settlers, and without prejudice to the foregoing articles 6 and 7, the contract must be deemed stipulated as follows:

- Disjointedly: therefore any right, obligation or power should be exercised by and towards each settlor limited to his unit;
- Jointly: therefore any right, obligation or power should be exercised only jointly by and towards all settlers;
- Jointly and severally: therefore any right, obligation or power should be exercised by and towards each settlor in its entirety.

In this connection, we are clarifying that the respective units, save our written notification hereafter, must be deemed the following:

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13) Conventional form – Any modification to this contract must be made and proven solely in writing.

Milan, (insert date)

Dear Mr. Place of birth:
Date of birth: with address
as regards this deed at (Town/City)
Street
Tax code/VAT No. E-mail

Signature

Dear Mr. Place of birth:
Date of birth: with address
as regards this deed at (Town/City)
Street
Tax code/VAT No. E-mail

Signature

Dear Mr. Place of birth:
Date of birth: with address
as regards this deed at (Town/City)
Street
Tax code/VAT No. E-mail

Signature

We specifically approve the following clauses: Art. 1 (conventional written form, releases); Art. 3 (interest on deposits, release of responsibility for remittances); Art. 4 (release of responsibility for lodging of securities and valuables); Art. 5 (statements, terms and conventional form, silent approval); Art. 7 (rights of retention and realisation power in case of default, conventional interest and unilateral re-registration); Art. 9 (retention and guarantee); Art. 11 (exclusive court having jurisdiction); Art. 13 (conventional form).

Signature(s)

We acknowledge that you have given the No. to the contract, with which both you and us shall identify and call it in any possible circumstance.

Signature(s)

Please take note that until revocation in writing

I Mr. Place of birth:
Date of birth:
with address as regards this deed at (Town/City)
Street

I Mr. Place of birth:
Date of birth:
with address as regards this deed at (Town/City)
Street

are jointly/disjointedly delegated by usto represent us before you with all far-reaching powers, without any limitation concerning any right, obligation and power deriving from this contract, with the following exception:

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Signature(s)

For acceptance

Milan, (insert date)

This is a true copy of the form filed at the Ministry of Industry, Commerce and Handicraft

Information briefing provided to the data subject for personal data processing and request for consent to processing according to articles 13 and 23 of Legislative Decree 196/03 concerning the Personal Data Protection Act.

Dear Customer,

We are informing you according to articles 13 and 23 of Legislative Decree No. 196 of June 30, 2003 (hereinafter referred to as the Privacy Act), containing rules intended to guarantee that personal data processing is done in obedience to the fundamental rights and freedoms and dignity of the data subject, particularly as regards privacy, personal identity and the rights to personal data protection. The personal data provided by you or otherwise obtained in the framework of the execution of the mandate we have been vested with may be subject to processing in obedience to said regulations and the duty of privacy natural to the nature of the concerned contract, as well as general duties of correctness, lawfulness and transparency.

1) Personal data processing: You are notified that for the aims of said Act, “personal data processing” means any operation or group of operations done even without the use of electronic instruments, involving collection, recording, organisation, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, distribution, deletion and destruction of data, even if not recorded in a database. On the other hand, “personal data” means any information connected to an individual, legal entity, corporation or association, identified or identifiable, even indirectly, by reference to any other information, including a personal identification number.

2) Processing purposes and methods: Personal data processing shall be done with the sole aim of improving the execution of the mandate we have been vested with for trust registration and administration of tradable securities in our name, but on your behalf. Processing shall be done even by using information technology, electronic, screen-based or automated instruments, with logics strictly connected to the contractual relationship so as to ensure the safety and privacy of said data.

3 Obligatory nature of the providing data: Solely personal data whose processing is essential for the execution of the specific mandate, regarding the framework and nature of the same shall be collected. The Customer’s failure to provide the data, failure to give consent for processing them or revocation of the same by the Customer shall make it impossible to carry out the appointment.

4) Scope of distribution of personal data: The personal data provided may be communicated solely for the aim of ensuring correct execution of the contract, including connected or instrumental jobs and always in the context of strict privacy and in the limits established by the Privacy Act, to public administration and controlling authorities for legal fulfilments and to subsidiary and/or associated companies, to data processing centres and independent consultants for administrative management/accounting purposes.

5 Rights of the data subject: According to article 7 of the Privacy Act, the data subject is entitled to obtain confirmation as to the existence of his or her personal data, even if not yet recorded, and receive them in an easy to understand manner.

The data subject is entitled to obtain information on the source of the personal data, processing purposes and methods, the applied logic in case processing is done with the use of electronic instruments, identifying details on the controller, processors and designated agent, individuals or groups of individuals whom personal data may be communicated to or who may access them in their capacity as designated agent in Italy, processor or delegates.

The data subject is entitled to obtain:

- a) The update, correction or supplementation of data when he or she wishes;
- b) Cancellation, transformation into anonymous form, blocking of data processed against the law, including data whose continued storage is unnecessary for the purposes for which they were collected or processed;
- c) Certification that the operations as set forth in the foregoing points A and B have been disclosed, including as regards their contents, whom the data have been communicated or distributed to, except when doing this duty is impossible or entails use of disproportionate means to the right protected.

The data subject is also entitled to fully or partially oppose:

- a) Processing of his or her personal data for justified reasons, even when it is pertinent to the purpose of collection;
- b) Processing of his or her personal data for the purpose of sending advertising or direct sales material or for conducting market research or sending business communication.

According to article 9 of the Privacy Act, said rights referring to personal data of deceased persons may be exercised by whoever has a personal interest, or is acting to protect the data subject or for family reasons deserving protection.

For the exercise of his rights, the data subject may give a written proxy or power of attorney to individuals, corporations, associations or bodies. He may also obtain the help of a trustworthy person.

For the requests as set for paragraphs 1 and 2, letters A, B and C of article 7 of the Privacy Act, when the existence of data concerning the data subject has not been confirmed, the data subject may be asked to contribute to costs not exceeding the actual costs borne for the search conducted and not higher than the amount established by the Recipient.

Private property:

F. R.

6) Controller and personal data processor: The processor of provided personal data is Carini SpA, with registered office at Foro Bonaparte 68, Milan. The controller is Mr. Marco Podestà, with address as regards this deed at Carini SpA, Foro Bonaparte, 68, Milan.

The undersigned, after viewing the foregoing informative briefing, according to and due to the effects of article 23 of Legislative Decree 196/03, gives his consent for the processing of his personal data for the aims described in point 2.

Milan, (insert date)

Signature

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T. R.: No. _____

In connection with the above trust mandate and for income tax purposes as set forth in Legislative Decree 461/97

I declare that

I shall avail myself of the ordinary system as set forth in article 5 (ordinary investment system);

I shall avail myself of the option as set forth in article 6 (managed investment system) and declare that the requirements have been met and I bind myself to communicate any changes preventing its application;

- The book value of the equity investment registered in trust to you on my behalf is equivalent to
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In addition, I certify that:

a) The assets, sums, securities entrusted to you and included in the above appointment are:

my property;

I am the usufructuary of said tradable securities

b) The same are entrusted to you:

in my capacity as a private individual;

in the exercise of my company

Yours faithfully,

Milan, (insert date)

N. B.: check the boxes.

ADDITIONAL ACCESSORIAL FEES

Besides the provisions of article 7 of the trust mandate and until revocation.

- Annual administrative charges, fixed minimum amount:		€50
- For any joint registrant besides the former		€250
- Acquisitions or transfers from/to third parties: 1‰ (one per thousand)	<u>minimum</u>	€250
- Participation in general meetings	<u>minimum</u>	€100
- Pledge, furnishing collateral, contractual obligations: 1‰ (one per thousand)	<u>minimum</u>	€250
- Para-social agreements: according to complexity	<u>minimum</u>	€250
- For re-registration to entitled settlors, in addition to charges, for any re-registration		€250
- Reminder of outstanding debts: each time		€50

For acceptance

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