

**MEDIOBANCA - Banca di Credito Finanziario S.p.A.**

**MEDIOBANCA INTERNATIONAL (Luxembourg) S.A.**

**ISSUANCE PROGRAMME**

**guaranteed in the case of the Certificates and Warrants issued by**

**MEDIOBANCA INTERNATIONAL (Luxembourg) S.A. by**

**MEDIOBANCA - Banca di Credito Finanziario S.p.A.**

---

**DEED OF GUARANTEE**

relating to Certificates and Warrants issued by Mediobanca International  
(Luxembourg) S.A.

---

**THIS DEED OF GUARANTEE** is made on 24 May 2018

**BY**

- (1) **MEDIOBANCA - Banca di Credito Finanziario S.p.A.** as guarantor (the “**Guarantor**”)

**IN FAVOUR OF**

- (2) **THE HOLDERS OF SECURITIES**; and
- (3) **THE ACCOUNTHOLDERS** (as defined in the Issuer Deed of Covenant described below) (together with the holders of Securities, the “**Beneficiaries**”).

**WHEREAS**

- (A) Mediobanca International (Luxembourg) S.A. (the “**Issuer**”) and Mediobanca - Banca di Credito Finanziario S.p.A., in its capacity as Issuer (“**Mediobanca**”) have established an Issuance Programme (the “**Programme**”) for the issuance of certificates (the “**Certificates**”) and warrants (the “**Warrants**” and, together with the Certificates, the “**Securities**”), in connection with which they have entered into a dealer agreement dated 23 March 2016 as amended and restated on 16 March 2017 and as further amended and restated on 24 May 2018 (the “**Dealer Agreement**”) and an issue and paying agency agreement dated 23 March 2016 as amended and restated on 16 March 2017 and as further amended and restated on 24 May 2018 (the “**Agency Agreement**”) and the Issuer and Mediobanca have respectively executed two deeds of covenant each dated 16 March 2017 and each amended and restated on 24 May 2018 (the deed of covenant executed by the Issuer, the “**Issuer Deed of Covenant**”, the deed of covenant executed by Mediobanca, the “**Mediobanca Deed of Covenant**” and together, the “**Deeds of Covenant**”).
- (B) Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for Securities issued under the Programme to be admitted to listing on the official list and to trading on the regulated market of Euronext Dublin. Securities may also be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or that they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer and the Guarantor.
- (C) In connection with the Programme, the Issuer and Mediobanca have prepared a base prospectus dated 24 May 2018 (the “**Base Prospectus**”) which has been approved by the Central Bank of Ireland (“**Central Bank**”) as a base prospectus issued in compliance with Directive 2003/71/EC, as amended (including by Directive 2010/73/EU) (the “**Prospectus Directive**”) and relevant implementing measures in Ireland.
- (D) Securities issued under the Programme may be issued either (1) pursuant to the Base Prospectus describing the Programme and Final Terms describing the final terms of the particular Tranche of Securities or (2) pursuant to a prospectus (the “**Drawdown Prospectus**”) relating to a particular Tranche of Securities which may be constituted either (a) by a single document or (b) by a registration document, a securities note and, if applicable, a summary.
- (E) The Guarantor has agreed to guarantee the payment of all sums expressed to be payable from time to time and all physical delivery obligations expressed to be deliverable from time to time by the Issuer to Securityholders in respect to the Securities issued by the Issuer and to Accountholders in respect of the Issuer Deed of Covenant.

**NOW THIS DEED OF GUARANTEE WITNESSES** as follows:

## 1. **INTERPRETATION**

### 1.1 **Definitions**

All terms and expressions which have defined meanings in the Base Prospectus, the Dealer Agreement, the Agency Agreement or the Deeds of Covenant shall have the same meanings in this Deed of Guarantee except where the context requires otherwise or unless otherwise stated.

### 1.2 **Clauses**

Any reference in this Deed of Guarantee to a Clause is, unless otherwise stated, to a clause hereof.

### 1.3 **Other agreements**

All references in this Deed of Guarantee to an agreement, instrument or other document (including the Base Prospectus, the Dealer Agreement, the Agency Agreement and the Deeds of Covenant) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, restated, extended, replaced or novated from time to time. In addition, in the context of any particular Tranche of Securities, each reference in this Deed of Guarantee to the Base Prospectus shall be construed as a reference to the Base Prospectus as supplemented and/or amended by the relevant Final Terms or Drawdown Prospectus or Securities Note (as the case may be).

### 1.4 **Legislation**

Any reference in this Deed of Guarantee to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

### 1.5 **Headings**

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Deed of Guarantee.

### 1.6 **Benefit of Deed of Guarantee**

Any Securities issued by the Issuer under the Programme on or after the date of this Deed of Guarantee shall have the benefit of this Deed of Guarantee but shall not have the benefit of any subsequent guarantee relating to the Programme (unless expressly so provided in any such subsequent guarantee).

## 2. **GUARANTEE AND INDEMNITY**

### 2.1 **Guarantee**

The Guarantor hereby unconditionally and irrevocably guarantees:

2.1.1 *The Securities:* to each Securityholder the due and punctual payment of all sums from time to time payable and all physical delivery obligations deliverable from time to time by the Issuer in respect of the relevant Security as and when the same become due and payable or deliverable, as the case may be, and accordingly undertakes to pay (or cause to be paid) or deliver (or cause to be delivered) to such Securityholder in the manner and currency prescribed by the Conditions for payments or deliveries by the Issuer in respect of such Security on demand in writing by the relevant Securityholder, any and every sum or sums which the Issuer is at any time liable to pay or physical delivery obligations which the Issuer is at any time liable to deliver, as the case may be, in respect of such

Security and which the Issuer has failed to pay or deliver at the time such demand is made; and

2.1.2 *The Direct Rights:* to each Accountholder the due and punctual payment of all sums from time to time payable and all physical delivery obligations deliverable from time to time by the Issuer to such Accountholder in respect of the Direct Rights as and when the same become due and payable or deliverable, as the case may be, and accordingly undertakes to pay (or cause to be paid) or deliver (or cause to be delivered) to such Accountholder in the manner and currency prescribed by the Conditions for payments or deliveries by the Issuer in respect of the Securities on demand in writing by the relevant Accountholder, any and every sum or sums which the Issuer is at any time liable to pay or physical delivery obligations which the Issuer is at any time liable to deliver, as the case may be, to such Accountholder in respect of the Securities and which the Issuer has failed to pay or deliver at the time such demand is made.

## 2.2 **Guaranteed Cash Settlement Amount**

The Guarantor shall at all times have the right, at its sole and unfettered discretion, to elect not to deliver or procure delivery of the Entitlement to the holders of Physical Delivery Securities when the same shall become due and deliverable, but in lieu thereof to pay an amount in cash equal to the Guaranteed Cash Settlement Amount. The "Guaranteed Cash Settlement Amount" in respect of each Security means an amount calculated pursuant to the terms of, or as specified in, the applicable Conditions and Final Terms or Drawdown Prospectus or Securities Note, as the case may be, or, if not so specified, an amount equal to the fair market value of the Entitlement in respect of such Security on any date notified as such by the Guarantor to the Issuer and the Calculation Agent, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms or Drawdown Prospectus or Securities Note, the cost to the Issuer and/or its Affiliates or agents of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as determined by the Guarantor acting in good faith and in a commercially reasonable manner. Any payment of the Guaranteed Cash Settlement Amount in lieu of the Entitlement shall constitute a complete discharge of the Guarantor's obligations in respect of such Physical Delivery Securities.

## 2.3 **Indemnity**

The Guarantor irrevocably and unconditionally agrees as a primary obligation to indemnify each Beneficiary from time to time from and against any loss, liability or cost incurred by such Beneficiary as a result of any of the obligations of the Issuer under or pursuant to any Security, the Issuer Deed of Covenant or any provision thereof (the "**Issuer's Obligations**") being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to such Beneficiary or any other person, the amount of such loss, liability or cost being the same amount as that for which the Guarantor would have been liable had the Issuer's Obligations not been void, voidable, unenforceable or ineffective for any reason whatsoever and the Guarantor further agrees to discharge the amount of that liability on demand in writing to the relevant Beneficiary. Any amount payable pursuant to this indemnity shall be payable in the manner and currency prescribed by the Conditions for payments by the Issuer in respect of the Securities. This indemnity constitutes a separate and independent obligation from the other obligations under this Deed of Guarantee and shall give rise to a separate and independent cause of action.

## 2.4 **Limitation**

The Guarantor shall only be liable under Clauses 2.1 (*Guarantee*), 2.2 (*Guaranteed Cash Settlement Amount*) and 2.3 (*Indemnity*) up to an amount which is the aggregate of 110 per cent. of the aggregate notional amount of any Tranche of Securities (in each case as specified in the applicable Final Terms or Drawdown Prospectus or Securities Note) and 110 per cent. of the remuneration on such Securities due but not paid as at any date on which the Guarantor's liability falls to be determined (the "**Maximum Amount**"). In addition, the Guarantor undertakes to

provide an additional guarantee in an amount equal to any liability exceeding the Maximum Amount in relation to any Tranche of Securities.

### 3. **COMPLIANCE WITH THE CONDITIONS**

The Guarantor covenants in favour of each Beneficiary that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions, if any.

### 4. **PRESERVATION OF RIGHTS**

#### 4.1 **Continuing obligations**

The obligations of the Guarantor herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the Issuer's obligations under or in respect of any Security or the Issuer Deed of Covenant and shall continue in full force and effect for so long as the Programme remains in effect and thereafter until all sums due from the Issuer in respect of the Securities and under the Issuer Deed of Covenant have been paid, and all other actual or contingent obligations of the Issuer thereunder or in respect thereof have been satisfied, in full.

#### 4.2 **Obligations not discharged**

Neither the obligations of the Guarantor herein contained nor the rights, powers and remedies conferred upon the Beneficiaries by this Deed of Guarantee or by law shall be discharged, impaired or otherwise affected by:

- 4.2.1 *Winding up*: the winding up, dissolution, administration, re-organisation or moratorium of the Issuer or any change in its status, function, control or ownership;
- 4.2.2 *Illegality*: any of the obligations of the Issuer under or in respect of any Security or the Issuer Deed of Covenant being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 4.2.3 *Indulgence*: time or other indulgence (including for the avoidance of doubt, any composition) being granted or agreed to be granted to the Issuer in respect of any of its obligations under or in respect of any Security or the Issuer Deed of Covenant;
- 4.2.4 *Amendment*: any amendment, novation, supplement, extension, (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement, waiver or release of, any obligation of the Issuer under or in respect of any Security or the Issuer Deed of Covenant or any security or other guarantee or indemnity in respect thereof including without limitation any change in the purposes for which the proceeds of the issue of any Security are to be applied and any extension of or any increase of the obligations of the Issuer in respect of any Security or the addition of any new obligations for the Issuer under the Issuer Deed of Covenant; or
- 4.2.5 *Analogous events*: any other act, event or omission which, but for this sub-clause, might operate to discharge, impair or otherwise affect the obligations expressed to be assumed by the Guarantor herein or any of the rights, powers or remedies conferred upon the Beneficiaries or any of them by this Deed of Guarantee or by law.

#### 4.3 **Settlement conditional**

Any settlement or discharge between the Guarantor and the Beneficiaries or any of them shall be conditional upon no payment to the Beneficiaries or any of them by the Issuer or any other person on the Issuer's behalf being avoided or reduced by virtue of any laws relating to bankruptcy,

insolvency, liquidation or similar laws of general application for the time being in force and, in the event of any such payment being so avoided or reduced, the Beneficiaries shall be entitled to recover the amount by which such payment is so avoided or reduced from the Guarantor subsequently as if such settlement or discharge had not occurred.

#### 4.4 **Exercise of Rights**

No Beneficiary shall be obliged before exercising any of the rights, powers or remedies conferred upon it by this Deed of Guarantee or by law:

4.4.1 *Demand:* to make any demand of the Issuer, save for the presentation of the relevant Security;

4.4.2 *Take action:* to take any action or obtain judgment in any court against the Issuer; or

4.4.3 *Claim or proof:* to make or file any claim or proof in a winding up or dissolution of the Issuer,

and (save as aforesaid) the Guarantor hereby expressly waives presentment, demand, protest and notice of dishonour in respect of any Security.

#### 4.5 **Deferral of Guarantor's rights**

The Guarantor agrees that, so long as any sums are or may be owed by the Issuer in respect of any Security or under the Issuer Deed of Covenant or the Issuer is under any other actual or contingent obligation thereunder or in respect thereof, the Guarantor will not exercise any rights which the Guarantor may at any time have by reason of the performance by the Guarantor of its obligations hereunder:

4.5.1 *Indemnity:* to be indemnified by the Issuer;

4.5.2 *Contribution:* to claim any contribution from any other guarantor of the Issuer's obligations under or in respect of any Security or the Issuer Deed of Covenant; or

4.5.3 *Subrogation:* to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Beneficiary against the Issuer in respect of amounts paid by the Guarantor under this Deed of Guarantee or any security enjoyed in connection with any Security or the Issuer Deed of Covenant by any Beneficiary.

#### 4.6 **Pari passu**

The Guarantor undertakes that its obligations hereunder will at all times rank at least *pari passu* without any preference among themselves and equally with all other present and future unsecured and unsubordinated obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

### 5. **DEPOSIT OF DEED OF GUARANTEE**

This Deed of Guarantee shall be deposited with and held by the Fiscal Agent for so long as the Programme remains in effect and thereafter until all the obligations of the Issuer under or in respect of the Securities (including, without limitation, its obligations under the Issuer Deed of Covenant) have been discharged in full. The Guarantor hereby acknowledges the right of every Beneficiary to the production of this Deed of Guarantee.

6. **STAMP DUTIES**

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which are payable upon or in connection with the execution and delivery of this Deed of Guarantee, and shall indemnify each Beneficiary against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any of the same.

7. **BENEFIT OF DEED OF GUARANTEE**

7.1 **Deed poll**

This Deed of Guarantee shall take effect as a deed poll for the benefit of the Beneficiaries from time to time.

7.2 **Benefit**

This Deed of Guarantee shall inure to the benefit of each Beneficiary and its (and any subsequent) successors and assigns, each of which shall be entitled severally to enforce this Deed of Guarantee against the Guarantor.

7.3 **Assignment**

The Guarantor shall not be entitled to assign or transfer all or any of its rights, benefits and obligations hereunder. Each Beneficiary shall be entitled to assign all or any of its rights and benefits hereunder.

8. **PARTIAL INVALIDITY**

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

9. **NOTICES**

9.1 **Address for notices**

All notices and other communications to the Guarantor hereunder shall be made in writing (by letter or fax) and shall be sent to the Guarantor at:

Piazzetta E. Cuccia 1  
20121 Milan  
Italy

Fax: +39 06 6792 473  
Attention: Mr. Francesco Vella

or to such other address or fax number or for the attention of such other person or department as the Guarantor has notified to the relevant Securityholders or Accountholders in the manner prescribed for the giving of notices in connection with the relevant Securities.

9.2 **Effectiveness**

Every notice or other communication sent in accordance with Clause 9.1 (*Address for notices*) shall be effective upon receipt by the Guarantor; *provided that* any such notice or other

communication which would otherwise take effect after 4.00 p.m. in the place of the Guarantor on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the Guarantor.

## 10. **CURRENCY INDEMNITY**

If any sum due from the Guarantor under this Deed of Guarantee or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under this Deed of Guarantee or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Guarantor, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Deed of Guarantee, the Guarantor shall indemnify each Beneficiary on demand against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Beneficiary may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof. This indemnity constitutes a separate and independent obligation from the other obligations under this Deed of Guarantee and shall give rise to a separate and independent cause of action.

## 11. **LAW AND JURISDICTION**

### 11.1 **Governing law**

This Deed of Guarantee and any contractual or non-contractual obligations arising from or connected with this Deed of Guarantee shall be governed by, and this Deed of Guarantee shall be construed in accordance with, English law.

### 11.2 **English courts**

The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”), arising from or connected with this Deed of Guarantee, whether arising out of or in connection with contractual or non-contractual obligations, (including a dispute regarding the existence, validity or termination of this Deed of Guarantee) or the consequences of its nullity.

### 11.3 **Appropriate forum**

The Guarantor agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

### 11.4 **Process agent**

The Guarantor agrees that the documents which start any proceedings relating to a Dispute (“**Proceedings**”) and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Mediobanca – London Branch, 4th floor, 62 Buckingham Gate, London, SW1E 6AJ, United Kingdom. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Guarantor, the Guarantor shall, on the written demand of any Beneficiary addressed and delivered to the Guarantor appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Beneficiary shall be entitled to appoint such a person by written notice addressed to the Guarantor and delivered to the Guarantor. Nothing in this paragraph shall affect the right of any Beneficiary to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.



12. **MODIFICATION**

The Agency Agreement contains provisions for convening meetings of Securityholders or Accountholders to consider matters relating to Securities, including the modification of any provision of this Deed of Guarantee. Any such modification may be made by supplemental deed poll if sanctioned by an Extraordinary Resolution and shall be binding on all Beneficiaries.

**IN WITNESS** whereof this Deed of Guarantee has been executed by the Guarantor as a deed poll and is intended to be and is hereby delivered on the date first before written.

**EXECUTED** as a deed )  
by **MEDIOBANCA - Banca di** )  
**Credito Finanziario S.p.A** )  
acting by )  
and )

its duly authorised representatives

in the presence of: )

Witness's Signature:.....

Name: .....

Address: .....