

## LETTER OF BANK GUARANTEE

Trenitalia S.p.A.  
HS Business Division  
HS Sales  
Piazza della Croce Rossa, 1  
00161 Roma  
Italia

c.c.  
Company/Firm  
.....  
.....

c.c.  
Bank  
Headquarter  
.....  
.....

Date  
Ref. Guarantee

**Subject: first demand guarantee**

### WHEREAS

- Agreement No. .... for the concession of the sale of railway tickets has been concluded between Trenitalia S.p.A., with registered office in Rome, Piazza della Croce Rossa n. 1, and the Company XXXX (specify the travel agency), with registered office in ....., represented by Mr. ....;

- that, according to the provisions of Art. 10 of the "General Terms and Conditions for the Sale of Tickets and Products on Trenitalia's Sales Systems", the contracting party must provide a bond for the value of EUR.....to guarantee the exact and complete fulfillment of the contractual obligations assumed;

- that, the afore-mentioned security may be made through a bank guarantee.

### NOW, THEREFORE

This ..... (Bank) and legal representatives on its behalf, Messrs. ...., undertakes to appoint themselves as first demand guarantor in the interest of the Company....., with registered office in ....., Street .....No....., in the person of its legal representative Mr.....and in favour of TRENITALIA S.p.A., up to an extent of EUR....., corresponding to the amount of the aforementioned bond issued to guarantee the obligations assumed by the Company..... towards TRENITALIA S.p.A. under the contract mentioned in the preambles.

Consequently, where circumstances apply for the need to provide a total or partial forfeiture of the bond in favour of TRENITALIA S.p.A., this ... (Bank) .... shall be obliged, on a simple request, to pay the

amount that shall be indicated by TRENITALIA S.p.A. up to the extent of the established bond, within 30 (thirty) days from the date of the request.

This undersigned..... (Bank), in the above manner and in representation thereof, declares that it is willing to provide and constitute, as it hereby constitutes, this bond with a formal renunciation to the benefit of excussion laid down in Art. 1944 of the Civil Code, and is willing and intends to remain jointly and severally liable with the Company..... for the duration of the contract plus 6 (six) months for any verifications by TRENITALIA.

Therefore, the guarantee shall cease to be valid on the date of ....

Arbitral jurisdiction is not permitted. All disputes however arising from this Letter shall be referred exclusively to the jurisdiction of the Court of Rome. This contractual relationship is governed by Italian law.

Place, the

(Bank)