

TERMS AND CONDITIONS OF THE NOTES

EURO 10,600,000.00

Tiscali S.p.A. CONVERTIBLE NOTES DUE 2020

“Tiscali conv 2019-2020”

(ISIN Code: IT 0005358848)

1. DEFINITIONS

For the purposes of these Conditions, capitalised terms not otherwise defined herein shall, unless the context otherwise requires, have the following meanings:

Authorized Intermediary means the authorized intermediary, participant in Monte Titoli, where each Noteholder has deposited its Notes.

Business or Trading Day means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Milan (Italy), London (United Kingdom) and Nicosia (Cyprus).

Business Day Convention means, if any date referred to in these Conditions which is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day.

Conditions means these terms and conditions of the Notes.

Conversion Ratio means the ratio between (a) the principal amount of the Notes subject to conversion and (b) the Conversion Price. If, upon conversion, a Noteholder is entitled to obtain a non-integer number of Conversion Shares, such Noteholder shall be granted in exchange for the Notes to be converted a number of Conversion Shares equal to the closest whole number (by excess or defect, as the case may be), without being entitled to fractions of Conversion Shares.

Conversion Price means a price per share equal to 85% of the lowest volume-weighted average of the closing bid prices of the shares of the Issuer recorded during the last 10 Business Days preceding the date of request of conversion.

Conversion Shares means the newly issued ordinary shares of the Issuer, with regular exercise (*godimento regolare*) to be attributed by the Issuer to the Noteholders upon conversion of the relevant Notes at the Conversion Ratio.

Final Maturity Date means 31 January 2020.

First Facility Agreement means the facility agreement entered into on 29 June 2016

between the Issuer and certain financial institutions, as may be subsequently amended (provided that such amendment is approved by the Subscribers' to the extent required by any possible intercreditor agreement or any similar agreement which might be entered into by the Subscribers), for an amount of Euro 35 million.

Insolvency Law means Royal Decree 267/1942, Law Decree 26/1979, Legislative Decree 270/1999, Law Decree 347/2003, Law Decree 233/1986 and any other law applicable in Italy or in any other relevant jurisdiction relating to bankruptcy, insolvency, winding up, liquidation, reorganisation or relief of debtors

Insolvency Proceeding means any procedure, agreement or plan provided for by Insolvency Law or to which Insolvency Law applies, such as, without limitation, bankruptcy, insolvency, winding up, liquidation, reorganisation or relief of debtors, *fallimento*, *concordato preventivo*, *accordi di ristrutturazione* under article 182-bis Royal Decree 267/1942, *amministrazione straordinaria* and *liquidazione coatta amministrativa*, and shall not include the arrangements contemplated by article 67, paragraph 3, letter d).

Issue Date means January 31, 2019.

Listing Prospectus means the prospectus for admission to trading of securities which has to be published by the Issuer for the admission to trading of a number of shares (including the Conversion Shares), pursuant to Section 113 of D. Lgs. 58/1998 and Section 52 and following of Consob Regulation no. 11971/1999 (as amended following the entering into force of the EU Regulation no. 2017/1129 dated 14 June 2017).

Material Adverse Effect means an effect, event, matter or circumstance (or any series of any thereof) which is materially adverse to:

- (a) the business, assets or financial condition of the Issuer or any company of the group to which the Issuer belongs to so as to prejudice the ability of the Issuer to perform and comply with its payment obligations under the Notes; or
- (b) the validity, legality or enforceability of the documents regarding the Notes or the rights of any Noteholder under the Notes.

MTA means Mercato Telematico Azionario organised and managed by Borsa Italiana S.p.A.

Noteholders means the ultimate holders of the Notes from time to time as registered in the Noteholders' ledger.

Qualified Investor means a qualified investor ("*investitore qualificato*"), pursuant to Article 100 of the Financial Act, Article 34-ter paragraph 1(b) of Consob Regulation 11971 of 14 May 1999 (*Regolamento Emittenti*) and a private professional client

(“*cliente professionale privato*”) pursuant to Article 35 paragraph 1(d) of Consob Regulation No. 20307 of 15 February 2018 (*Regolamento Intermediari*).

Relevant Capital Increases, means the capital increases of the Issuer approved by the Issuer's shareholders meeting and authorizing the issue of the Conversion Shares.

Relevant Date means each date on which any payment under the Notes first becomes due by the Issuer.

Relevant Jurisdiction means Italy or any political subdivision or any authority thereof or therein having power to tax any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer, as the case may be, becomes subject in respect of the issuance of the Notes and the payment obligations related thereto.

Second Facility Agreement means the facility agreement entered into on 29 June 2016 between the Issuer and certain financial institutions, as may be subsequently amended (provided that such amendment is approved by the Subscribers' to the extent required by any possible intercreditor agreement or any similar agreement which might be entered into by the Subscribers), for an amount of Euro 52,886,548.53.

Subscribers means, jointly:

- (a) Sova Disciplined Equity Fund; and
- (b) ICT Holding Ltd.

Subscription Agreement means the subscription Agreement entered in to between the Issuer and the Subscribers on 10.1.2019.

Subscription Price has the meaning set forth in Clause 2(a).

Trading Day means any day in which the MTA is open for trading.

2. ISSUE, FORM, DENOMINATION AND TITLE

(a) Issue

The Euro 10,600,000.00 Tiscali S.p.A. Convertible Notes due on Final Maturity Date (the *Notes* and each a *Note*), so-called “Tiscali conv 2019-2020” are issued in one tranche by Tiscali S.p.A., a share company (*società per azioni*) incorporated under the laws of Italy, with registered office in Cagliari (Italy), Sa Illetta, SS 195, Km 2.300, VAT and Italian taxpayers' code No. 02375280928 (the *Issuer*).

The Notes are issued by the Issuer on the Issue Date at a subscription price equal to 95% of their par value (the **Subscription Price**).

(b) Form

The Notes are issued in dematerialised form and will not be represented by paper certificates. The transfer and exchange of the Notes will take place exclusively through an electronic book-entry system managed by Monte Titoli S.p.A. (*Monte Titoli*). Accordingly, all Notes shall be deposited by their owners with an Authorized Intermediary. The Authorized Intermediary will in turn deposit the Notes with Monte Titoli.

To transfer an interest in the Notes, the transferor and the transferee are required to give instructions to their respective Authorized Intermediaries. If the transferee is a client of the transferor's Authorized Intermediary, the Authorized Intermediary will simply transfer the Notes from the transferor's account to the account of the transferee. If, however, the transferee is a client of another Authorized Intermediary, the transferor's Authorized Intermediary will instruct the centralised clearing system to transfer the Notes to the account of the transferee's Authorized Intermediary, which will then register the Notes on the transferee's account. In any case the transferee's Authorized Intermediary shall inform the Issuer of the transfer in favor of its client.

Each Authorized Intermediary maintains a custody account for each of its clients. This account sets out the financial instruments of each client and the records of all transfers, interest payments, charges or other encumbrances on such instruments. The account holder or any other eligible party may submit a request to the Authorized Intermediary for the issue of a certified account statement.

In such circumstances, it will not be possible for a Noteholder to obtain physical delivery of certificates representing the Notes.

(c) *Denomination*

The Notes are issued in the denominations of Euro 100,000.00 each.

(d) *Corporate capital and shares*

As of the Issue Date, the corporate capital of the Issuer (i) is equal to Euro 43,065,376.20 fully paid up and (ii) is divided into no. 3,981,880,763 ordinary shares without nominal value.

(e) *Resolutions of extraordinary shareholders' meeting of the Issuer*

- (i) On June 26 2018, the extraordinary shareholders' meeting of the Issuer delegated the board of directors to resolve upon a share capital increase of the Issuer for a maximum amount of Euro 35,000,000.00 and the issue of maximum no. 1,300,000,000 Conversion Shares, also for the purposes of the conversion of the Notes in accordance with these Conditions.
- (ii) On January 31, 2019, the Board of Directors of Tiscali resolved, in execution of the powers delegated by the extraordinary shareholders' meeting on June 26 2018, upon the issue of the Notes, the conversion of the Notes into

ordinary shares in the Issuer and the issue of maximum no. 1,300,000,000 Conversion Shares (the **Authorized Conversion Shares**). Such resolution will be registered in the competent Companies' Register within the term prescribed by law.

- (iii) In case, at the date of a Notice of Conversion, the number of Authorized Conversion Shares to be issued is not sufficient to allow the conversion of all Notes indicated in the relevant Notice of Conversion, and therefore additional Conversion Shares are necessary to ensure the conversion of all Notes indicated in the relevant Notice of Conversion (the **Additional Conversion Shares**), the Issuer shall convene, within 45 days, the extraordinary shareholders' meeting for the approval of the issue of any such number of Additional Conversion Shares necessary to ensure the conversion of all Notes indicated in the relevant Notice of Conversion and provisions of article 6 lett. (f) shall apply *mutatis mutandis*. In this case no indemnity will be payable to the extent issuance of such Additional Conversion Shares is in compliance with this article and article 6 lett. (f).

3. STATUS OF THE NOTES

The Notes are direct, unconditional and unsecured obligations of the Issuer and will rank at any time:

- (i) *pari passu* with any other present and future unsecured creditor of the Issuer;
- (ii) junior, and shall be subordinate, to the indebtedness of the Issuer pursuant to the First Facility Agreement and the Second Facility Agreement, also in case of occurrence of an Event of Default pursuant to article 10, (a) (without prejudice to conversion of the Notes pursuant to clauses 6(a), 6(d) or otherwise under these Conditions) provided that the Issuer shall immediately inform the Subscribers about any and all changes to the First Facility Agreement and/or the Second Facility Agreement,

provided that in the event of insolvency, the ranking set out above will be applicable only to the extent permitted by applicable laws relating to creditors' rights.

4. INTEREST

- (a) *Interest rate, Interest Payment Dates and Interest Periods*

The Notes shall accrue no interest.

- (b) *Default Interest*

If the Issuer fails to timely pay any sums due in respect of the Notes, then, during the period comprised between (a) the relevant due date (included) of such unpaid amount and (b) the date (included) on which the Issuer performs in full its relevant payment obligation, the relevant unpaid amount shall automatically bear, and the Issuer shall

pay in respect of any such unpaid amount, interest at a fixed rate equal to 10 per cent. per annum (the **Default Interest**). The Default Interest shall be payable by the Issuer on demand by the relevant Noteholder.

(c) *Calculation*

Whenever it is necessary to compute an amount of interest in respect of the Notes for any period, such interest shall be calculated on the basis of actual days elapsed in a 365-day year (or, if any portion of a period for calculation of interest falls in a leap year, the sum of (i) the actual number of days in any portion of such period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of such period falling in a non-leap year divided by 365).

5. TRANSFERABILITY

The Notes shall only be transferred to Qualified Investors.

The Noteholders shall be entitled to transfer any of their Notes only to Qualified Investors. Each Note may be transferred only in whole but not in part.

6. REDEMPTION, CONVERSION AND CANCELLATION

(a) *Redemption at the Final Maturity Date*

Unless previously redeemed, converted or cancelled as provided below, on the Final Maturity Date the Issuer shall, at its own discretion: (i) redeem all the outstanding Notes at their principal amount or (ii) convert them into the Conversion Shares pursuant to the Conversion Ratio.

(b) *Early Redemption*

The Issuer may early redeem, in whole or in part, the Notes without any penalty, fee or break cost, at any time following the Issue Date.

The early redemption right shall be exercised by giving to the Representative of the Noteholders a three months prior written notice.

The early redemption right shall be exercised for a minimum amount of Euro 100,000.00 of the principal amount outstanding of the Notes, to be allocated on all the outstanding Notes *pro-rata* and *pari passu*.

(c) *Repayment on demand*

Notwithstanding the above, at the Noteholder's discretion, the Issuer is required to early redeem in cash all or any Notes held by the applicable Noteholder in the following circumstances:

- (i) failure to issue new Shares to each Noteholder in accordance with the terms of these Conditions and the Subscription Agreement (for example in case of late delivery of the new Shares); or
- (ii) the occurrence of an Event of Default.

(d) *Voluntary conversion*

Each Noteholder shall have the right, in its absolute discretion, to convert the Notes, in whole or in part, into Conversion Shares in accordance with the Conversion Ratio at any time after 60 days from the Issue Date until the Final Maturity Date, and shall give notice in advance in writing thereof to the Issuer and to the relevant Authorized Intermediary, (in accordance with article 12 or otherwise), substantially in the form annexed to these Conditions ("**Notice of Conversion**").

The minimum amount to be converted shall be Euro 100,000 which is equal to the principal amount of one Note and, if the amount to be converted is greater than Euro 100,000, then such amount shall be an integral multiple of Euro 100,000.

Without prejudice to what is provided for by article 2, lett. (e), (iii), the Issuer undertakes, upon receipt of the Notice of Conversion by the relevant Noteholder and subject to the provision under the current article 6 lett. (f), to deliver the relevant Conversion Shares in favour of the Noteholders, in the account indicated in the Notice of the Conversion, no later than ten Trading Days following receipt of the Notice of Conversion. The Conversion Shares upon conversion shall be issued by the Issuer through Monte Titoli in a dematerialized and registered form. The Issuer shall be liable for, and shall indemnify the Noteholders against, any losses resulting from a delay over the aforementioned ten (10) Trading Days, being understood that if Additional Conversion Shares are to be issued pursuant to article 2, lett. (e), (iii), no indemnity will be payable to the extent issuance of such Additional Conversion Shares is in compliance with article 2, lett. (e), (iii).

(e) *Cancellations*

All Notes which are (i) redeemed or (ii) converted will, as soon as practicable, be cancelled, and accordingly may not be held, reissued or resold.

(f) *Restriction of conversion rights*

Each Noteholder, notwithstanding any provision on the contrary contained herein, acknowledges and agrees that should the number of Conversion Shares to be issued to a Noteholder upon a notice of Conversion, together with any other shares (including Conversion Shares) already issued by the Issuer in the previous 12 months, reach the threshold of the 20% of the outstanding share capital issued by the Issuer - so triggering the necessity for the Issuer to publish the Listing Prospectus - then the Notice of Conversion shall become effective and processed by the Issuer, only for the portion of the Notice of Conversion for which the Issuer cannot deliver the relevant newly issuable shares in the absence of a Listing Prospectus, immediately after the publication of the Listing Prospectus. In this respect, the Issuer undertakes to: (i) start working on the preparation of the Listing Prospectus as soon as practicable after the execution of the Subscription Agreement, taking in consideration the documentation and the information so far available, (ii) procure the

filing with Consob of the Listing Prospectus as soon as technically possible after receipt of the Notice of Conversion triggering the necessity to publish the Listing Prospectus and (iii) timely procure that any suspended Conversion Notice is processed and the relevant Conversion Shares are issued and delivered to the Noteholder promptly as possible and in any case no later than ten (10) Trading Days after the publication of the Listing Prospectus.

It is understood, for the avoidance of doubt, that in this case no Default Interest shall apply and no indemnity will be payable pursuant to last paragraph of letter (d) of article 6 in each case to the extent the relevant delay is caused solely for the reason of (i) reaching the threshold of 20% of the outstanding share capital issued by the Issuer and (ii) publishing the Listing Prospectus as described in this paragraph (f).

7. PAYMENTS AND CALCULATIONS

(a) Payments

Payment of Default Interest (if any) and repayment of principal in respect of the Notes will be made through book-entries transfer on the accounts held by the Noteholders with Monte Titoli, without prejudice to any other modality of payment agreed upon by the Issuer and each of the Noteholders.

No costs, fees or expenses will be charged to the Noteholders in relation to such payments.

(b) Payments subject to applicable laws

Payments in respect of principal and Default Interest (if any) on the Notes are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment, but without prejudice to the provisions of article 8.

(c) Payments on a day other than a Business Day

If the due date for payment of any amount in respect of any Note is not a Business Day, the Noteholder shall not be entitled to payment of the amount due until the next succeeding Business Day and shall not be entitled to any further interest or other payment in respect of any such delay.

(d) Calculations

All calculations in respect of the Notes will be made by the Issuer.

8. TAXATION

(a) Payment without withholding

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (Taxes) imposed or levied by or on behalf of the Relevant Jurisdiction. In the event of any deduction or withholding for or on account of any Taxes, which relates to any payment in respect

of the Notes, the sum owed by the Issuer to any Noteholder shall be increased by a supplementary amount such that, after making any such deduction or withholding (including any deduction or withholding on such supplementary amount), the relevant payee receives (free from any obligation in respect of such deduction or withholding), an amount equivalent to that which would have been received, had such deduction or withholding not been required.

(b) *Additional Amounts*

Any reference in these Conditions to any amount in respect of the Notes shall be deemed also to refer to any additional amount which may be payable under this Condition or under any undertaking given in addition to, or in substitution for, this Condition.

9. PRESCRIPTION

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of other amounts) from the appropriate Relevant Date.

10. EVENTS OF DEFAULT

(a) *Events of Default*

The Representative of the Noteholders shall, if so requested in writing by the holders of at least 66.6% in principal amount of the Notes then outstanding, declare that the Notes are, and they shall accordingly forthwith (1) become due and payable at their principal amount outstanding, without prejudice to the subordination set forth by article 3(ii), or (2) - at Noteholders' sole discretion, be converted in full, and not in part, into Conversion Shares in accordance with the Conversion Ratio, and shall give a 10 (ten) Business Days written notice thereof to the Issuer and to the Noteholders (in accordance with article 12 or otherwise), if any of the following events (*Events of Default*) shall have occurred:

- (i) the Issuer fails to repay any amount of principal or pay the Default Interest in respect of the Notes within 5 (five) Business Days of the due date for payment thereof and if such failure is continuing and is being unremedied for 5 (five) Business Days after receipt of written notice thereof from any Noteholder; or
- (ii) the Issuer fails to deliver the Conversion Shares in compliance with these Conditions or extraordinary shareholders' meeting convened by the Issuer pursuant to article 2, lett. (e), (iii) does not approve issuance of the sufficient number of the Additional Conversion Shares and the Issuer does not deliver the Additional Conversion Shares within 10 Business Days following the date of such meeting;
- (iii) an Insolvency Proceeding is initiated against or by the Issuer or any of its

subsidiaries in relation to the Issuer, any of its subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of the Issuer or any of its subsidiaries ; or

- (iv) the Issuer suspends or ceases to carry out all or a material part of its business;
- (v) any financial indebtedness of the Issuer is placed on demand by the relevant creditor prior to its specified maturity, in each case as a result of an event of default or any provision having a similar effect (howsoever described), unless the aggregate amount of such financial indebtedness is lower than or equal to Euro 10,000,000; or
- (vi) any public license held by the Issuer has been cancelled, terminated or revoked, where such cancellation, termination or revocation has a Material Adverse Effect on the business of the Issuer; or
- (vii) the Issuer defaults in the performance or observance of any of its obligations under or in respect of the Notes, the Subscription Agreement or these Conditions (other than any obligation specified under (i) or (ii) above) which is in the Noteholders' reasonable opinion materially prejudicial to their interests and such default remains unremedied for 10 Business Days after the Representative of the Noteholders (upon instructions of the Noteholders) has given written notice thereof to the Issuer requiring the same to be remedied (except where, in the sole opinion of the Noteholders such default is not capable of remedy, in which case no term of 10 Business Days will be given); or
- (viii) any of the representations and warranties given by the Issuer under the Subscription Agreement is, or proves to have been, incorrect or erroneous in any material respect when made, or deemed to be made, or at any time thereafter, unless it has been remedied within 10 Business Days after the Representative of the Noteholders has served a written notice requiring remedy (except where, in the sole opinion of the Noteholders' such default is not capable of remedy, in which case no term of 10 Business Days will be given); or
- (ix) the resolutions of the shareholders meeting approving the Relevant Capital Increases are challenged (*impugnate*) by an absent or a dissenting shareholder or by any person (including a public authority) with the right, under the applicable laws and regulations, to challenge a resolution of the shareholders meeting); or
- (x) the competent corporate body of the Issuer approves - without the prior consent of the holders representing at least 66.6% of the principal amount of the Notes then outstanding - any of the following action:
 - any free-of-charge share capital increase through the issuance of new shares;

- any split and/or reverse split of shares of the Issuer;
 - any merger into one or more companies, other than a merger in which the Issuer is the surviving company, or demerger; or
 - any other action which may have the similar effect as any action set out in this Clause 10 (ix);
- (xi) de-listing of the Shares from the MTA;
- (xii) any failure by the statutory auditors of the Issuer to timely certify the financial statements of the Issuer which is not cured within 15 days as from the date such certification is requested from the auditors.

All the foregoing Events of Default, even though un-remedied, may in any case be waived in writing by the Representative of the Noteholders if so instructed in writing by the holders of at least 66.6% in principal amount of the Notes then outstanding.

(b) Information obligation in relation to Events of Default

The Issuer shall promptly inform in writing the Representative of the Noteholders of the occurrence of any Event of Defaults.

11. REPRESENTATIVE OF THE NOTEHOLDERS. MEETINGS OF NOTEHOLDERS.

(a) Representative of the Noteholders

By no later than 60 days from the Issue Date, the Noteholders shall appoint as their representative (the ***Representative of the Noteholders***) one Noteholder or a firm authorized to carry out investment services in Italy or a professional designated by the Noteholders in accordance with the provisions of article 2417 of the Italian civil code. The Issuer may not raise any objections to the Representative of the Noteholders.

(b) Duties of the Representative of the Noteholders

The Representative of the Noteholders shall exercise the rights of the Noteholders and act as their agent in relation to the Notes, upon the instructions of Noteholders holding at least 66.6% in principal amount of the Notes then outstanding.

(c) Indemnity of the Representative of the Noteholders

All the Noteholders, on a *pro-rata* basis, shall indemnify and hold harmless the Representative of the Noteholders from and against, any and all claims, liabilities, losses, damages, costs and expenses arising out as a result of its activities under these Conditions.

(d) Meetings of Noteholders

Without prejudice to the provisions of article 5 as to the eligible holders of the Notes, the meetings of the Noteholders shall be held in accordance with the applicable provisions of Italian law, including, without limitation, Article 2415 of the Italian

Civil Code, in Italy at the registered office of the Issuer, or in any other place in Italy or country within the European Union or the United States of America, including via teleconference. Such meetings shall be convened, pursuant to the above mentioned Article, by written notice to be sent at least eight days in advance. Any resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not.

12. NOTICES

(a) Notices to Noteholders

Any notice regarding the Notes, as long as the Notes are held through Monte Titoli, shall be deemed to have been duly given if given through the systems of Monte Titoli.

(b) Notices from the Noteholders

Notices to be given by any Noteholder shall be in writing and given at the registered office of the Issuer. The Issuer shall provide written notice to the other Noteholders of any notice received by it in accordance with this article 12(b).

(c) Other method of giving notice

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to or from the Noteholders if, in its opinion, such other method is reasonable having regard to market practice then prevailing.

13. ROUNDING

For the purpose of any calculation referred to in these Conditions, all percentages resulting from such calculations will be rounded, if necessary, to the nearest one thousandth of a percentage point (with 0.0005 per cent. being rounded up to 0.001 per cent.).

If the issuance of new shares would result in the issuance of a fraction of a share, the Issuer shall round such fraction of a Share down to the nearest whole share.

14. GOVERNING LAW AND JURISDICTION

(a) Governing Law

The Notes and any contractual or non-contractual obligations arising from or connected with the Notes are governed by, and shall be construed in accordance with, Italian law.

(b) Jurisdiction

The courts of Milan, Italy shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes.

Annex
Form of Notice of Conversion

Messrs:

Monte Titoli S.p.A.
Piazza degli Affari 6,
Milan,
Italy

and c.c.

Tiscali S.p.A.
Loc. Sa Illetta, SS 195, Km 2.300,
Cagliari,
Italy

Notice of Conversion

relating to the convertible notes issued by Tiscali S.p.A. and called “Tiscali conv 2019-2020” ISIN: IT [•] (the “Notes”)

The terms with capitalized initial not otherwise defined in this notice shall have the meaning given to them in the terms and conditions of the Notes (the “**Conditions**”).

[NAME OF THE NOTEHOLDER*] with registered office at [*] [*], exercises, pursuant to Paragraph 6(d) of the Conditions, the right for the conversion of no. [*] Notes held by the same into the relating Conversion Shares.

Pursuant to the agreement for the issuance of and subscription to notes convertible into new and/or existing shares and/or partially redeemable in cash dated [•] 2018 (the “**Agreement**”).

All the newly issued shares arising from the conversion of the Notes shall be credited on our deposit account held with [•], whose details are as follows:

Sub Custodian: [•]
BIC Code (Sub Custodian): [•]
Global Custodian: [•]
BIC Code (Global Custodian): [•]
Account: [•]

All terms written with a capital initial letter shall have the definition ascribed to them in the Agreement.

1	Number of Notes converted	[•]
2	Conversion Amount (equal to the global par value	EUR [•]

	of the converted Notes)	
3	Conversion Price (rounded down to the nearest 100 th)	EUR [•]
4	Number of Shares (rounded down) due to Investor:	[•]

It requires and acknowledges that following the conversion, no. [*] Conversion Shares will be transferred to the account opened at [*] IBAN [*], stock dossier [*], in the name of [*] within 10 (ten) Trading Days from the receipt of this notice.

Furthermore [*] represents and acknowledges that, in the event following the exercise of the conversion right it is not possible to allot a full number of Conversion Shares it will be allotted a number of Conversion Shares equal to the closest full number (by excess or by defect, as the case may be), subject to the adjustment of the Conversion Price under Paragraph 6(e).

[Place, Date]

[*]