



U.S. Department of Justice

Tax Division

Washington, D.C. 20530

CDC:TJS:KEDodd
5-16-4648
2014200649

July 29, 2015

Michael Shapiro
Carter Ledyard & Milburn LLP
2 Wall Street
New York, NY 10005

Re: Banca Intermobiliare di Investimenti e Gestioni (Suisse) SA
DOJ Swiss Bank Program – Category 2
Non-Prosecution Agreement

Dear Mr. Shapiro:

Banca Intermobiliare di Investimenti e Gestioni (Suisse) SA (“BIM Suisse”) submitted a Letter of Intent on December 23, 2013, to participate in Category 2 of the Department of Justice’s Program for Non-Prosecution Agreements or Non-Target Letters for Swiss Banks, as announced on August 29, 2013 (hereafter “Swiss Bank Program”). This Non-Prosecution Agreement (“Agreement”) is entered into based on the representations of BIM Suisse in its Letter of Intent and information provided by BIM Suisse pursuant to the terms of the Swiss Bank Program. The Swiss Bank Program is incorporated by reference herein in its entirety in this Agreement.¹ Any violation by BIM Suisse of the Swiss Bank Program will constitute a breach of this Agreement.

On the understandings specified below, the Department of Justice will not prosecute BIM Suisse for any tax-related offenses under Titles 18 or 26, United States Code, or for any monetary transaction offenses under Title 31, United States Code, Sections 5314 and 5322, in connection with undeclared U.S. Related Accounts held by BIM Suisse during the Applicable Period (the “conduct”). BIM Suisse admits, accepts, and acknowledges responsibility for the conduct set forth in the Statement of Facts attached hereto as Exhibit A and agrees not to make any public statement contradicting the Statement of Facts. This Agreement does not provide any protection against prosecution for any offenses except as set forth above, and applies only to BIM Suisse and does not apply to any other entities or to any individuals. BIM Suisse expressly understands that the protections provided under this Agreement shall not apply to any acquirer or successor entity unless and until such acquirer or successor formally adopts and executes this

¹ Capitalized terms shall have the meaning ascribed to them in the Swiss Bank Program.

Agreement. BIM Suisse enters into this Agreement pursuant to the authority granted by its Board of Directors in the form of a Board Resolution (a copy of which is attached hereto as Exhibit B).

In recognition of the conduct described in this Agreement and in accordance with the terms of the Swiss Bank Program, the parties agree that BIM Suisse will pay no penalty to the Department of Justice ("the Department") because BIM Suisse has demonstrated to the satisfaction of the Tax Division that each of BIM Suisse's U.S. Related Accounts was not an undeclared account, was disclosed by BIM Suisse to the U.S. Internal Revenue Service, or was disclosed to the U.S. Internal Revenue Service through an announced Offshore Voluntary Disclosure Program or Initiative following notification by BIM Suisse of such a program or initiative. The Department will take no further action to collect any additional criminal penalty from BIM Suisse with respect to the conduct described in this Agreement, unless the Tax Division determines BIM Suisse has materially violated the terms of this Agreement or the Swiss Bank Program as described on pages 5-6 below.

The Department enters into this Agreement based, in part, on the following Swiss Bank Program factors:

(a) BIM Suisse's timely, voluntary, and thorough disclosure of its conduct, including:

- how its cross-border business for U.S. Related Accounts was structured, operated, and supervised (including internal reporting and other communications with and among management);
- the name and function of the individuals who structured, operated, or supervised the cross-border business for U.S. Related Accounts during the Applicable Period;
- how BIM Suisse attracted and serviced account holders; and
- an in-person presentation and documentation, properly translated, supporting the disclosure of the above information and other information that was requested by the Tax Division;

(b) BIM Suisse's cooperation with the Tax Division, including conducting an internal investigation and making presentations to the Tax Division on the status and findings of the internal investigation;

(c) BIM Suisse's production of information about its U.S. Related Accounts, including:

- the total number of U.S. Related Accounts and the maximum dollar value, in the aggregate, of the U.S. Related Accounts that (i) existed on August 1, 2008; (ii) were opened between August 1, 2008, and February 28, 2009; and (iii) were opened after February 28, 2009;
- the total number of accounts that were closed during the Applicable Period; and

- upon execution of the Agreement, as to each account that was closed during the Applicable Period, (i) the maximum value, in dollars, of each account, during the Applicable Period; (ii) the number of U.S. persons or entities affiliated or potentially affiliated with each account, and further noting the nature of the relationship to the account of each such U.S. person or entity or potential U.S. person or entity (e.g., a financial interest, beneficial interest, ownership, or signature authority, whether directly or indirectly, or other authority); (iii) whether it was held in the name of an individual or an entity; (iv) whether it held U.S. securities at any time during the Applicable Period; (v) the name and function of any relationship manager, client advisor, asset manager, financial advisor, trustee, fiduciary, nominee, attorney, accountant, or other individual or entity functioning in a similar capacity known by BIM Suisse to be affiliated with said account at any time during the Applicable Period; and (vi) information concerning the transfer of funds into and out of the account during the Applicable Period, including (a) whether funds were deposited or withdrawn in cash; (b) whether funds were transferred through an intermediary (including but not limited to an asset manager, financial advisor, trustee, fiduciary, nominee, attorney, accountant, or other third party functioning in a similar capacity) and the name and function of any such intermediary; (c) identification of any financial institution and domicile of any financial institution that transferred funds into or received funds from the account; and (d) identification of any country to or from which funds were transferred; and

(d) BIM Suisse's retention of a qualified independent examiner who has verified the information BIM Suisse disclosed pursuant to Part II.D.2 of the Swiss Bank Program.

Under the terms of this Agreement, BIM Suisse shall: (a) commit no U.S. federal offenses; and (b) truthfully and completely disclose, and continue to disclose during the term of this Agreement, consistent with applicable law and regulations, all material information described in Part II.D.1 of the Swiss Bank Program that is not protected by a valid claim of privilege or work product with respect to the activities of BIM Suisse, those of its parent company and its affiliates, and its officers, directors, employees, agents, consultants, and others, which information can be used for any purpose, except as otherwise limited in this Agreement.

Notwithstanding the term of this Agreement, BIM Suisse shall also, subject to applicable laws or regulations: (a) cooperate fully with the Department, the Internal Revenue Service, and any other federal law enforcement agency designated by the Department regarding all matters related to the conduct described in this Agreement; (b) provide all necessary information and assist the United States with the drafting of treaty requests seeking account information of U.S. Related Accounts, whether open or closed, and collect and maintain all records that are potentially responsive to such treaty requests in order to facilitate a prompt response; (c) assist the Department or any designated federal law enforcement agency in any investigation, prosecution, or civil proceeding arising out of or related to the conduct covered by this Agreement by providing logistical and technical support for any meeting, interview, federal grand jury proceeding, or any federal trial or other federal court proceeding; (d) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, director, employee, agent, or consultant of BIM Suisse at any meeting or interview or before a

federal grand jury or at any federal trial or other federal court proceeding regarding matters arising out of or related to the conduct covered by this Agreement; (e) provide testimony of a competent witness as needed to enable the Department and any designated federal law enforcement agency to use the information and evidence obtained pursuant to BIM Suisse's participation in the Swiss Bank Program; (f) provide the Department, upon request, consistent with applicable law and regulations, all information, documents, records, or other tangible evidence not protected by a valid claim of privilege or work product regarding matters arising out of or related to the conduct covered by this Agreement about which the Department or any designated federal law enforcement agency inquires, including the translation of significant documents at the expense of BIM Suisse; and (g) provide to any state law enforcement agency such assistance as may reasonably be requested in order to establish the basis for admission into evidence of documents already in the possession of such state law enforcement agency in connection with any state civil or criminal tax proceedings brought by such state law enforcement agency against an individual arising out of or related to the conduct described in this Agreement.

BIM Suisse further agrees to undertake the following:

1. BIM Suisse agrees, to the extent it has not provided complete transaction information pursuant to Part II.D.2.b.vi of the Swiss Bank Program, and set forth in subparagraph (c) on pages 2-3 of this Agreement because the Tax Division has agreed to specific dollar threshold limitations for the initial production, BIM Suisse will promptly provide the entirety of the transaction information upon request of the Tax Division.
2. BIM Suisse agrees to close as soon as practicable, and in no event later than two years from the date of this Agreement, any and all accounts of recalcitrant account holders, as defined in Section 1471(d)(6) of the Internal Revenue Code; has implemented, or will implement, procedures to prevent its employees from assisting recalcitrant account holders to engage in acts of further concealment in connection with closing any account or transferring any funds; and will not open any U.S. Related Accounts except on conditions that ensure that the account will be declared to the United States and will be subject to disclosure by BIM Suisse.
3. BIM Suisse agrees to use best efforts to close as soon as practicable, and in no event later than the four-year term of this Agreement, any and all U.S. Related Accounts classified as "dormant" in accordance with applicable laws, regulations and guidelines, and will provide periodic reporting upon request of the Tax Division if unable to close any dormant accounts within that time period. BIM Suisse will only provide banking or securities services in connection with any such "dormant" account to the extent that such services are required pursuant to applicable laws, regulations and guidelines. If at any point contact with the account holder(s) (or other person(s) with authority over the account) is re-established, BIM Suisse will promptly proceed to follow the procedures described above in paragraph 2.

4. BIM Suisse agrees to retain all records relating to its U.S. cross-border business, including records relating to all U.S. Related Accounts closed during the Applicable Period, for a period of ten (10) years from the termination date of the this Agreement.

With respect to any information, testimony, documents, records or other tangible evidence provided to the Tax Division pursuant to this Agreement, the Tax Division provides notice that it may, subject to applicable law and regulations, disclose such information or materials to other domestic governmental authorities for purposes of law enforcement or regulatory action as the Tax Division, in its sole discretion, shall deem appropriate.

BIM Suisse's obligations under this Agreement shall continue for a period of four (4) years from the date this Agreement is fully executed. BIM Suisse, however, shall cooperate fully with the Department in any and all matters relating to the conduct described in this Agreement, until the date on which all civil or criminal examinations, investigations, or proceedings, including all appeals, are concluded, whether those examinations, investigations, or proceedings are concluded within the four-year term of this Agreement.

It is understood that if the Tax Division determines, in its sole discretion, that: (a) BIM Suisse committed any U.S. federal offenses during the term of this Agreement; (b) BIM Suisse or any of its representatives have given materially false, incomplete, or misleading testimony or information; (c) the misconduct extended beyond that described in the Statement of Facts or disclosed to the Tax Division pursuant to Part II.D.1 of the Swiss Bank Program; or (d) BIM Suisse has otherwise materially violated any provision of this Agreement or the terms of the Swiss Bank Program, then (i) BIM Suisse shall thereafter be subject to prosecution and any applicable penalty, including restitution, forfeiture, or criminal fine, for any federal offense of which the Department has knowledge, including perjury and obstruction of justice; (ii) all statements made by BIM Suisse's representatives to the Tax Division or other designated law enforcement agents, including but not limited to the appended Statement of Facts, any testimony given by BIM Suisse's representatives before a grand jury or other tribunal whether prior to or subsequent to the signing of this Agreement, and any leads therefrom, and any documents provided to the Department, the Internal Revenue Service, or designated law enforcement authority by BIM Suisse shall be admissible in evidence in any criminal proceeding brought against BIM Suisse and relied upon as evidence to support any penalty on BIM Suisse; and (iii) BIM Suisse shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or documents or any leads therefrom should be suppressed.

Determination of whether BIM Suisse has breached this Agreement and whether to pursue prosecution of BIM Suisse shall be in the Tax Division's sole discretion. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, BIM Suisse, will be imputed to BIM Suisse for the purpose of determining whether BIM Suisse has materially violated any provision of this Agreement shall be in the sole discretion of the Tax Division.

In the event that the Tax Division determines that BIM Suisse has breached this Agreement, the Tax Division agrees to provide BIM Suisse with written notice of such breach

prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, BIM Suisse may respond to the Tax Division in writing to explain the nature and circumstances of such breach, as well as the actions that BIM Suisse has taken to address and remediate the situation, which explanation the Tax Division shall consider in determining whether to pursue prosecution of BIM Suisse.

In addition, any prosecution for any offense referred to on page 1 of this Agreement that is not time-barred by the applicable statute of limitations on the date of the announcement of the Swiss Bank Program (August 29, 2013) may be commenced against BIM Suisse, notwithstanding the expiration of the statute of limitations between such date and the commencement of such prosecution. For any such prosecutions, BIM Suisse waives any defenses premised upon the expiration of the statute of limitations, as well as any constitutional, statutory, or other claim concerning pre-indictment delay and agrees that such waiver is knowing, voluntary, and in express reliance upon the advice of BIM Suisse's counsel.

It is understood that the terms of this Agreement do not bind any other federal, state, or local prosecuting authorities other than the Department. If requested by BIM Suisse, the Tax Division will, however, bring the cooperation of BIM Suisse to the attention of such other prosecuting offices or regulatory agencies.

It is further understood that this Agreement and the Statement of Facts attached hereto may be disclosed to the public by the Department and BIM Suisse consistent with Part V.B of the Swiss Bank Program.

This Agreement supersedes all prior understandings, promises and/or conditions between the Department and BIM Suisse. No additional promises, agreements, and conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by both parties.

[Signatures to Follow on Next Page]



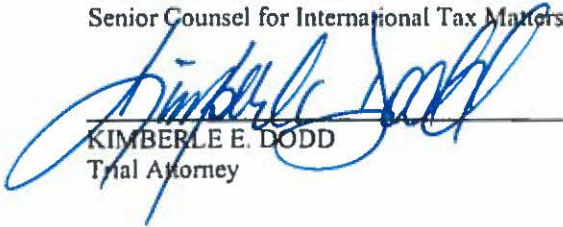
CAROLINE D. CIRAULO
Acting Assistant Attorney General
Tax Division

8/6/2015
DATE



THOMAS J. SAWYER
Senior Counsel for International Tax Matters

5 August 2015
DATE



KIMBERLE E. DODD
Trial Attorney

8/6/2015
DATE

AGREED AND CONSENTED TO:
BANCA INTERMOBILIARE DI INVESTIMENTI E GESTIONI (SUISSE) SA

By: 

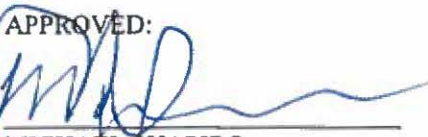
LUCA ANESE
Chief Executive Officer

08-06-2015
DATE

By: 

FABRIZIO COLUCCI
Head of Legal Department

08 06 2015
DATE

APPROVED:


MICHAEL SHAPIRO
Carter Ledyard & Milburn LLP

August 4, 2015
DATE

**EXHIBIT A TO BANCA INTERMOBILIARE DI
INVESTIMENTI E GESTIONI (SUISSE) SA
NON-PROSECUTION AGREEMENT**

STATEMENT OF FACTS

INTRODUCTION

1. Banca Intermobiliare di Investimenti e Gestioni (Suisse) SA (“BIM Suisse” or the “Bank”) is a single branch private bank located in Lugano, Switzerland that was established in 2001. BIM Suisse is a subsidiary of its Italian parent, Banca Intermobiliare di Investimenti e Gestioni, which was acquired in 2011 by a publicly-traded Italian bank holding company, Veneto Banca. BIM Suisse manages total assets of approximately \$563 million (525 million Swiss francs).
2. BIM Suisse has approximately 1,400 total accounts, and it employs approximately 30 people. The Bank has four relationship managers for its accounts. Of those accounts, approximately 76% are held by Italian individuals or entities. Three percent of BIM Suisse accountholders are Swiss, and 20% are from countries other than Italy or Switzerland.

U.S. INCOME TAX & REPORTING OBLIGATIONS

3. U.S. citizens, resident aliens, and legal permanent residents have an obligation to report all income earned from foreign bank accounts on their tax returns and to pay the taxes due on that income. Since tax year 1976, U.S. citizens, resident aliens, and legal permanent residents have had an obligation to report to the Internal Revenue Service (“IRS”) on Schedule B of a U.S. Individual Income Tax Return, Form 1040, whether that individual had a financial interest in, or signature authority over, a financial account in a foreign country in a particular year by checking “Yes” or “No” in the appropriate box and identifying the country where the account was maintained.
4. Since 1970, U.S. citizens, resident aliens, and legal permanent residents who have had a financial interest in, or signature authority over, one or more financial accounts in a foreign country with an aggregate value of more than \$10,000 at any time during a particular year have been required to file with the Department of the Treasury a Report of Foreign Bank and Financial Accounts, FinCEN Form 114, formerly known as Form TD F 90-22.1 (the “FBAR”).
5. An “undeclared account” was a financial account owned by an individual subject to U.S. tax and maintained in a foreign country that had not been reported by the individual account owner to the U.S. government on an income tax return and an FBAR.
6. Since 1935, Switzerland has maintained criminal laws that ensure the secrecy of client relationships at Swiss banks. While Swiss law permits the exchange of information in response to administrative requests made pursuant to a tax treaty with the United States and certain legal requests in cases of tax fraud, Swiss law otherwise prohibits the disclosure of identifying information without client authorization. Because of the secrecy guarantee that they created,

these Swiss criminal provisions have historically enabled U.S. clients to conceal their Swiss bank accounts from U.S. authorities.

7. In or about 2008, Swiss bank UBS AG (“UBS”) publicly announced that it was the target of a criminal investigation by the Internal Revenue Service and the United States Department of Justice and that it would be exiting and no longer accepting certain U.S. clients. On February 18, 2009, the Department of Justice and UBS filed a deferred prosecution agreement in the Southern District of Florida in which UBS admitted that its cross-border banking business used Swiss privacy law to aid and assist U.S. clients in opening and maintaining undeclared assets and income from the IRS. Since UBS, several other Swiss banks have publicly announced that they were or are the targets of similar criminal investigations and that they would likewise be exiting and not accepting certain U.S. clients (UBS and the other targeted Swiss banks are collectively referred to as “Category 1 banks”). These cases have been closely monitored by banks operating in Switzerland, including BIM Suisse, since at least August of 2008.

QUALIFIED INTERMEDIARY AGREEMENT AND ITS ROLE IN NON-COMPLIANT U.S. RELATED ACCOUNTS

8. In January 2002, BIM Suisse entered into a Qualified Intermediary (“QI”) Agreement with the IRS. The Qualified Intermediary regime provided a comprehensive framework for U.S. information reporting and tax withholding by a non-U.S. financial institution with respect to U.S. securities. The Qualified Intermediary Agreement was designed to help ensure that, with respect to U.S. securities held in an account at the bank, non-U.S. persons were subject to the proper U.S. withholding tax rates and that U.S. persons holding U.S. securities were properly paying U.S. tax.

9. The QI Agreement took account of the fact that BIM Suisse, like other Swiss banks, was prohibited by Swiss law from disclosing the identity of an account holder. In general, if an account holder wanted to trade in U.S. securities and avoid mandatory U.S. tax withholding, the agreement required BIM Suisse to obtain the consent of the account holder to disclose the client’s identity to the IRS. The QI Agreement required BIM Suisse to obtain IRS Forms W-9 and to undertake IRS Form 1099 reporting for new and existing U.S. clients engaged in U.S. securities transactions.

10. But BIM Suisse chose to continue to service U.S. clients without disclosing their identity to the IRS and without considering the impact of U.S. criminal law on that decision.

11. BIM Suisse filed an IRS Form 1042 (Annual Withholding Tax Return for U.S. Source Income of Foreign Persons) each year, but the Bank failed to provide any other information to the IRS. Until November 2013, the Bank did not require its U.S. clients to confirm whether their accounts were disclosed to the IRS. Instead, the Bank had rules regarding maintaining bank accounts that focused on compliance with Swiss Anti-Money Laundering Law and the QI Agreement.

12. Although it was subject to a QI Agreement, BIM Suisse subverted the terms of the Qualified Intermediary Agreement by failing to fully comply with both its withholding and

reporting obligations to the IRS, thus enabling U.S. account holders to avoid reporting their accounts to the U.S. authorities.

OVERVIEW OF BIM SUISSE'S BUSINESS WITH U.S. RELATED ACCOUNTS

13. As of August 1, 2008, BIM Suisse had maintained nine U.S. Related Accounts, with a maximum aggregate value of approximately \$18 million. After that date, the Bank opened seven additional U.S. Related Accounts with a maximum aggregate value of approximately \$6 million. No U.S. Related Accounts have been opened since August 1, 2013.

14. In most instances, U.S. persons of Italian ancestry or dual citizenship who were either living in Italy, conducting business there, or owned real estate in Italy, or some combination thereof, had been account holders of BIM Suisse's Italian parent bank. Some of the account holders seeking a convenient branch location in a country with greater financial stability than Italy were referred to the BIM Suisse subsidiary in Lugano. BIM Suisse never made a marketing effort or sought to acquire U.S. accounts, and generally does not conduct its business in English. Notwithstanding, the Bank opened six accounts for five U.S. persons that were not U.S. tax compliant with respect to their BIM Suisse accounts.

15. BIM Suisse's ten remaining U.S. Related Accounts included five accounts held by limited liability companies ("LLCs") that were or are (one is still open) disregarded entities in that the LLCs all had a single non-U.S. person as the sole member, that conducted no U.S. business, and had beneficial owners that were non-U.S. persons. Of the individual accounts, two related accounts with a maximum of more than U.S. \$10 million and a third unrelated account were declared accounts. BIM Suisse was aware that U.S. taxpayers had a legal duty to report to the IRS, and pay taxes on the basis of all their income, including income earned in accounts that these U.S. taxpayers maintained at BIM Suisse. Despite being aware of this legal duty, the Bank opened and maintained undeclared accounts for some of these U.S. taxpayers without considering that, by doing so, BIM Suisse was helping these U.S. taxpayers violate their legal duties. While the Bank did not consider whether this conduct violated U.S. law, it was aware of the requirements of U.S. law. Prior to November 2013, BIM Suisse did not require any confirmation or proof that the beneficial owners of its U.S. Related Accounts were in compliance with their U.S. tax obligations.

16. BIM Suisse agreed to hold bank statements and other mail relating to the accounts at the Bank, rather than send them to U.S. taxpayers located in the United States, to ensure that documents reflecting the existence of the accounts remained outside the United States and beyond the reach of U.S. tax authorities, given Switzerland's bank secrecy laws.

17. Due largely to the means provided by BIM Suisse and its personnel, and with the knowledge that Swiss banking secrecy laws would prevent BIM Suisse from disclosing their identities to the U.S. tax authorities, several of the U.S. clients of BIM Suisse filed false and fraudulent U.S. individual income tax returns during the Applicable Period that failed to report their interest in their undeclared accounts and the related income. Additionally, several of the U.S. clients of the Bank also failed to timely file and otherwise report their undeclared accounts on the required FBAR forms during the Applicable Period.

MITIGATING FACTORS

18. BIM Suisse recognizes that its conduct with respect to its U.S. cross-border business beginning in 2008, as described above, was in violation of U.S. law. The Bank has cooperated with the Department and provided information to the U.S. Government about its U.S. cross-border business.

19. Beginning in September 2007, BIM Suisse adopted measures to avoid facilitating U.S. tax evasion, and obliged its staff to avoid a number of specific practices in light of these concerns. While the Bank did not restrict the services that it would offer its clients, the Bank directed its employees to make clear to their clients that the Bank would not support tax evasion.

20. BIM Suisse promulgated internal policies to specifically address banking relations with U.S. persons. Internal BIM Suisse Italian language reports by the compliance officer dated September 20, 2007 and December 17, 2008 informed management, relationship managers, the Bank's General Management Committee, and the Bank's Central Register, which is the department within the Bank responsible for storage of documents and clients' personal and account data, of the tax duties of U.S. clients. These reports also set forth procedures for identifying account holders who might be subject to U.S. taxation, identifying which IRS forms, if any, were required (e.g., Forms W-9, W8-BEN, W8-IMY, etc.), and stated that the Bank's objective was "to avoid any risk related to the violation of norms and/or damage to the Bank's reputation, but assuring the total compliance to the U.S.A. imposed restrictions inherent to the banking relations with U.S. Persons and persons who are fiscal subjects in the U.S.A." The December 2008 report to management, relationship managers, and the Central Register entitled "Banking Relations With U.S. Persons" stated that the Bank had an "absolute ban from investment soliciting and/or advisory" with respect to U.S. persons. The report concluded by stating that "U.S. Securities cannot be bought for U.S. Persons or U.S. taxpayers unless the client produced the W-9 form and delivered it to the Bank (the Form W-9 reveals to the IRS the identity of the client)."

21. In 2009, the Bank further strengthened its compliance policies. On April 1, 2009, the compliance officer informed the relationship managers, the Central Register, and the General Management Committee of the start of the IRS Voluntary Disclosure Program, asked the Central Register to put the IRS Voluntary Disclosure Program information in the mail folder of the clients, and requested that the relationship managers inform their clients about the communication from the IRS regarding the Voluntary Disclosure Program.

22. After the October 2010 position papers on reputational and legal risks to Swiss banks attendant to cross-border financial services promulgated by the Swiss Financial Market Supervisory Authority, BIM Suisse issued new and more detailed internal memoranda concerning cross-border business in December 2010. Because of the nature of BIM Suisse's customer base, the memoranda concerned Italy primarily and did not directly address U.S. business.

23. On November 6, 2013, the Bank sent a letter to clients regarding the Swiss Bank Program, identifying the client as a U.S. person according to bank records, requesting documents be provided regarding the client's tax status by November 30, 2013, and recommending clients

who have not yet declared their BIM account information to the IRS to enter the Voluntary Disclosure Program (a link to the IRS Voluntary Disclosure Program web site was provided).

24. Between August 1, 2008 and May 2015, BIM Suisse closed 13 of its 16 U.S. Related Accounts. As of July 2015, the Bank maintains only three U.S. Related Accounts, and none of those accounts remain undisclosed to the U.S. tax authorities.

25. As a result of BIM Suisse's efforts to encourage account holders to participate in the IRS's offshore voluntary disclosure programs, at least three of BIM Suisse's U.S. clients have entered into an IRS voluntary disclosure program or initiative. Moreover, the Bank has obtained waivers of Swiss bank secrecy for 62 percent of its U.S. Related Accounts, and provided customer names and other identifying information for those accounts to the U.S. Government.

EXHIBIT B TO NON-PROSECUTION AGREEMENT

RESOLUTION OF THE BOARD OF DIRECTORS OF

BANCA INTERMOBILIARE DI INVESTIMENTI E GESTIONI (SUISSE) SA

With decision taken by correspondence on June 25, 2015, the Board of Directors (the "Board") of Banca Intermobiliare di Investimenti e Gestioni (Suisse) SA, Lugano, (the "Company") resolved as follows:

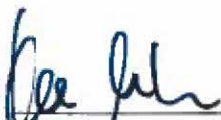
Whereas, the Company has been engaged in discussion with the United States Department of Justice (the "DoJ") regarding certain issues arising out of, in connection with, or otherwise relating to the conduct of its U.S. cross-border business;

Whereas, in order to resolve such discussion, it is proposed that the Company enter into a certain non-prosecution agreement with the DoJ (the "Agreement");

This Board hereby **RESOLVES** that:

1. The Board of the Company has reviewed the entire Agreement attached hereto, including the Statement of Facts attached as Exhibit A to the Agreement, consulted with internal legal Department and U.S. counsel in connection with this matter and voted to enter into the Agreement, which provides a 0 (zero) USD Penalty to DoJ in connection with the Agreement;
2. Mr. Luca Anese, Chief Executive Officer and Mr. Fabrizio Colucci, Head of Legal Department, with joint signature by two (collectively, the "Authorized Signatories"), are hereby authorized on behalf of the Company to execute the Agreement substantially in such form as reviewed by this Board with such non-material changes as the Authorized Signatories may approve;
3. The Board hereby authorizes, empowers and directs the Authorized Signatories to take, on behalf of the Company, any and all actions as may be necessary or appropriate, and to approve and execute the forms, terms or provisions of any agreement or other document, as may be necessary or appropriate to carry out and effectuate the purpose and intent of the foregoing resolutions; and
4. All of the actions of the Authorized Signatories of the Company, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company.

IN WITNESS WHEREOF, the Board of Directors of the Company has executed this Resolution.



Avv. Ivano Minotti
(Member of the Board)



Adelio Lardi
(Chairman of the Board)