

Essential information within the meaning of Article 122 of Italian Legislative Decree No. 58 of 24 February 1998, as subsequently amended and supplemented (the "TUF" [*Testo Unico della Finanza* — Consolidated Law on Finance]) and Articles 129, 130 and 131 of the Regulation referred to in CONSOB Resolution No. 11971/1999, as amended and supplemented (the "Regulations for Issuers").

*The following Essential Information is an update, pursuant to and in accordance with the purposes of Art. 131 of the Regulations for Issuers, to the essential information published on 19 May 2023. The parts below in **bold underlined** are the parts that have been added and those in ~~strike through~~ are the parts that have been removed from the body of the essential information published on 19 May 2023.*

### **Italian Design Brands S.p.A.**

On 15 May 2023, a shareholders' agreement was signed between:

- 1) **Investindesign S.p.A.**, with its registered office at Via ~~Chiaravalle~~ **Pontaccio 710**, Milan (MI), share capital €16,000,000.00, Milan, Monza Brianza and Lodi Companies Register no. and VAT no. 08966070966 ("**Investindesign**");
- 2) **Elpi S.r.l.**, with its registered office at Via Pordenone 73, Udine, (UD), share capital €75,000.00, Udine Companies Register no. and VAT no. 02318020308 ("**Elpi**");
- 3) **Fourleaf S.r.l.**, with its registered office at Via Tarvisio 2, Udine (UD), share capital €50,000.00, Udine Companies Register no. and VAT no. 02948540303 ("**Fourleaf**");
- 4) **Amelia Pegorin**, Italian tax code PGRMLA57S61L199I ("**Pegorin**");
- 5) **Carl Christian Gherardi**, Italian tax code GHRCLC68D13Z404P ("**Gherardi**");
- 6) **Eugenia Cenacchi**, Italian tax code CNCGNE63S58A944L ("**Cenacchi**");
- 7) **Davide Groppi**, Italian tax code GRPDVD63M19G535O ("**Groppi**");
- 8) **IR-MA S.r.l.**, with its registered office at Corso Indipendenza 5, Milan (MI), share capital €300,000.00, Milan, Monza Brianza and Lodi Companies Register no. and VAT no. 06725520966 ("**Irma**");
- 9) **Private Equity Partners S.p.A.**, with its registered office at Via degli Omenoni 2, 20121 Milan (MI), Italian tax code and VAT no. 03665410967 ("**PEP**");
- 10) **Creazione di Valore S.r.l.**, with its registered office at Via Amilcare Ponchielli 51, 24125 Bergamo (BG), Italian tax code and VAT no. 04023090162 ("**CDV**");
- 11) **RPL Holding S.r.l.**, with its registered office at Corso Vittorio Emanuele II 72, Turin (TO), share capital €30,000.00, Turin Companies Register no. and VAT no. 05243790960 ("**RPL Holding**");
- 12) **Isi Holding S.r.l.** with its registered office at Via Gian Giacomo Porro 4, Rome (RM), share capital €100,000.00, Rome Companies Register no. and VAT no. 05814451000 ("**ISI holding**");
- 13) **Magenta Consulting S.r.l.**, with its registered office at Piazza Castello 9, Milan (MI), share capital €92,000.00, Milan, Monza Brianza and Lodi Companies Register no. and VAT no. 04887250969 ("**Magenta Consulting**");
- 14) **Ga.ma S.r.l.**, with its registered office at Corso S.S. Felice e Fortunato 62, Vicenza (VI), share capital €10,383.36, Vicenza Companies Register no. and VAT no. 02527000240 ("**Ga.ma**");
- 15) **Pfc S.p.A. Società Benefit**, with its registered office at Contra del Monte 13, Vicenza (VI), share capital €2,500,000.00, Vicenza Companies Register no. and VAT no. 03247130242 ("**PFC**");
- 16) **Marvit S.r.l.**, with its registered office at Corso S.S. Felice e Fortunato 62, Vicenza (VI), share capital €98,641.92, Vicenza Companies Register no. and VAT no. 02502010248 ("**Marvit**");
- 17) **Micheli Associati S.r.l.**, with its registered office at Via Giovannino De Grassi 11, Milan (MI), share capital €12,000,000.00, Milan, Monza Brianza and Lodi Companies Register no. and VAT no. 11965900159 ("**Micheli**");

- 18) **Umberto Nicodano**, Italian tax code NCDMRT52D02F205O ("**Nicodano**");
- 19) **Francesco Perilli**, Italian tax code PRLFNC60T14F205J ("**Perilli**");
- 20) **Gianmario Tondato da Ruos**, Italian tax code TNDGMR60B12F999W ("**Tondato**");
- 21) **Quarto S.r.l.**, with its registered office at Via del Lauro 7, Milan (MI), share capital €10,000.00, Milan, Monza Brianza and Lodi Companies Register no. and VAT no. 08226800962 ("**Quarto**");
- 22) **Dante Roscini**, Italian tax code RSCDNT58R08G478G ("**Roscini**");
- 23) **Elena Santandrea**, Italian tax code SNTLNE91D63F205J ("**Elena Santandrea**");
- 24) **Santiago Santandrea**, tax code SNTSTG88M14F205Z ("**Santiago Santandrea**"),

(the "**IDB Shareholders' Agreement**", and as regards each Party, also the "**Party**" and collectively the "**Parties**" or the "**Shareholders in the Agreement**").

On 18 July 2023, following the sale by Elpi and Fourleaf to PEP, Rpl Holding, Isi Holding, Magenta Consulting, Ga.ma, Pfc, Marvit, Micheli, Nicodano, Perilli, Tondato, Quarto, Roscini, Elena Santandrea and Santiago Santandrea, as well as to Galpina S.r.l., with its registered office at Via Amilcare Ponchielli 51, Bergamo (BG), share capital €10.000.00, Bergamo Companies Register no. and VAT no. 04685870166, a company wholly owned by CDV ("Galpina", and together with Investindesign, Elpi, Fourleaf, Pegorin, Cenacchi, Gherardi, Groppi, Irma, PEP, CDV, Rpl Holding, Isi Holding, Magenta Consulting, Ga.ma, Pfc, Marvit, Micheli, Nicodano, Perilli, Tondato, Quarto, Roscini, Elena Santandrea e Santiago Santandrea, as regards each party, also the "Party" or "Shareholder in the Agreement", and collectively the "Parties" or "Shareholders in the Agreement") 783,260 Italian Design Brands S.p.A. shares (of which 391,630 shares were transferred by Elpi and 391,630 were transferred by Fourleaf) (the "Transaction"), Galpina, with the consent of the other Shareholders in the Agreement, adhered to the IDB Shareholders' Agreement, expressly confirming that it agrees to be bound by the provisions of the IDB Shareholders' Agreement to the extent that they are also applicable to Galpina, as a Shareholder in the Agreement ("**Adhesion by Galpina**").

Upon completion of the Transaction and the Adhesion by Galpina, all Shares (as defined below) in the Company (as defined below) held by the Shareholders in the Agreement are conferred to the IDB Shareholders' Agreement, amounting to a total of 18,685,764 shares of Italian Design Brands S.p.A., representing 69.40% of the share capital of Italian Design Brands S.p.A.

~~The IDB Shareholders' Agreement covers all the shares of the Company held by the Shareholders in the Agreement, and in particular 72% of the Company's share capital at the Effective Date, as defined below.~~

Pursuant to Article 122 of the TUF on Finance and Article 130 of the Regulation for Issuers, a description of the main provisions of the IDB Shareholders' Agreement is provided below.

#### **A. Companies whose financial instruments are subject to the IDB Shareholders' Agreement**

Italian Design Brands S.p.A., a company incorporated under Italian law, with its registered office at Corso Venezia 29, Milan, subscribed and paid-up share capital €26,926,298, represented by 26,926,298 ordinary shares (the "**Shares**"), Milan Companies Register no. and VAT no. 09008930969 (the "**Company**" or "**IDB**").

#### **B. Number of voting rights related to Shares**

In total, 18,685,764 ~~19,386,127~~ voting rights related to the Shares of the Company are conferred to the IDB Shareholders' Agreement, representing 69.40% ~~72%~~ of the share capital of the Company as of today's date ~~the Effective Date~~.

#### **C. Shareholders in the Agreement**

The table provided sets out the share capital percentages held by the Shareholders in the Agreement (including the number of Shares corresponding to the number of voting rights related to the Shares) as of today's date ~~the Effective Date~~.

<u>Shareholders</u>	<u>Number of Shares</u>	<u>% of Share Capital</u>
<u>Investindesign</u>	<u>12,644,514</u>	<u>46.96%</u>
<u>Elpi</u>	<u>1,325,262</u>	<u>4.92%</u>
<u>Fourleaf</u>	<u>1,325,262</u>	<u>4.92%</u>
<u>Amelia Pegorin</u>	<u>346,437</u>	<u>1.29%</u>
<u>Cenacchi</u>	<u>45,956</u>	<u>0.17%</u>
<u>Gherardi</u>	<u>45,956</u>	<u>0.17%</u>
<u>Groppi</u>	<u>91,912</u>	<u>0.34%</u>
<u>IRMA</u>	<u>91,911</u>	<u>0.34%</u>
<u>PEP</u>	<u>336,077</u>	<u>1.25%</u>
<u>CDV</u>	<u>529,529</u>	<u>1.97%</u>
<u>Galpina S.r.l.</u>	<u>208,916</u>	<u>0.78%</u>
<u>RPL Holding</u>	<u>83,312</u>	<u>0.31%</u>
<u>ISI Holding</u>	<u>69,428</u>	<u>0.26%</u>
<u>Magenta</u>	<u>27,769</u>	<u>0.10%</u>
<u>GA.MA</u>	<u>131,913</u>	<u>0.49%</u>
<u>PFC</u>	<u>277,710</u>	<u>1.03%</u>
<u>Marvit</u>	<u>131,913</u>	<u>0.49%</u>
<u>Micheli</u>	<u>277,710</u>	<u>1.03%</u>
<u>Nicodano</u>	<u>69,428</u>	<u>0.26%</u>
<u>Perilli</u>	<u>277,710</u>	<u>1.03%</u>
<u>Tonato</u>	<u>69,428</u>	<u>0.26%</u>
<u>Quarto</u>	<u>69,428</u>	<u>0.26%</u>
<u>Roscini</u>	<u>69,428</u>	<u>0.26%</u>
<u>Santiago Santandrea</u>	<u>69,428</u>	<u>0.26%</u>

<u>Elena Santandrea</u>	<u>69,427</u>	<u>0.26%</u>
<b>Total</b>	<b>18,685,764</b>	<b>69.40%</b>

<b>Shareholders</b>	<b>Number of shares and voting rights</b>	<b>% of share capital</b>
Investindesign	13,125,535	48.75%
Elpi	1,819,968	6.76%
Fourleaf	1,819,968	6.76%
Amelia Pegorin	359,627	1.34%
Gherardi	45,956	0.17%
Cenacchi	45,956	0.17%
Groppi	91,912	0.34%
IRMA	91,911	0.34%
PEP	240,997	0.90%
CDV	529,529	1.97%
RPL Holding	59,742	0.22%
ISI Holding	49,786	0.18%
Magenta	19,913	0.07%
G.A.M.A	94,593	0.35%
PFC	199,142	0.74%
Marvit	94,593	0.35%
Micheli	199,142	0.74%
Nicodano	49,786	0.18%
Perilli	199,142	0.74%
Tondato	49,786	0.18%
Quarto	49,786	0.18%
Roscini	49,786	0.18%

Santiago Santandrea	49,786	0.18%
Elena Santandrea	49,785	0.18%
<b>Total</b>	<b>19,386,127</b>	<b>72.00%</b>

The IDB Shareholders' Agreement does not give any Shareholder in the Agreement control of the Company within the meaning of Article 93 of the TUF.

#### **D. Main provisions of Shareholders' Agreements**

##### **D.1 Board of Directors and Board of Statutory Auditors of the Company**

###### **Board of Directors of the Company**

For the entire duration of the IDB Shareholders' Agreement, each Party will do everything possible, to the extent permitted by law, to ensure that:

- (i) In the event of termination of the office of one or more directors for any reason other than the natural expiry of the entire Board of Directors and without the reappointment of the entire collegiate management body, the Board of Directors, pursuant to Article 2386, paragraph 1, of the Italian Civil Code, co-opts the person identified with the same designation by the relevant Party;

or

- (ii) In the event of the termination, for any reason, of the entire Board of Directors and therefore the mandatory appointment of a new collegiate management body, a single list of the Shareholders in the Agreement is submitted for candidates for the appointment of members of the new Board of Directors to be appointed until the approval of the Company's financial statements for financial year 2025, according to the list voting mechanism provided for in the Articles of Association of IDB, which is formed with the same designation of candidates by the relevant Party;

Ensuring that, until the approval of the Company's financial statements for financial year 2025, the Board of Directors is always composed of 11 members, including:

- Three directors designated by Investindesign;
- Two directors jointly designated by PEP and CDV, as long as the same companies hold Shares of IDB;
- Two directors designated jointly by all the Shareholders in the Agreement, identified as the persons who currently hold the respective positions of Executive Chair and Executive Director of IDB;
- One director designated jointly by Elpi and Fourleaf, as long as the same companies hold shares in IDB representing a total of at least 5% of the share capital;

Plus three directors who qualify as independent directors in accordance with applicable legislation and who will be designated by Investindesign, PEP and CDV (one by Investindesign alone, one jointly by Investindesign, PEP and CDV and one jointly by PEP and CDV), it being understood that the name of the candidate designated by PEP and CDV will be last in progressive order on the list that will be submitted by the Shareholders in the Agreement and who will then be replaced by any independent director elected if a minority list is submitted. In addition, an Honorary Chair of IDB will be appointed, jointly designated by PEP and CDV in the person of Fabio Sattin, who will be entitled to participate in Shareholders' Meetings and meetings of the Board of Directors.

###### **Board of Statutory Auditors of the Company**

For the entire term of the IDB Shareholders' Agreement, each Shareholder in the Agreement will do everything possible, to the extent permitted by law, to ensure that, until the Shareholders' Meeting called to approve the

Company's financial statements for financial year 2025 (the "**Expiry of the Mandate of the First Board of Statutory Auditors**"):

- (i) In the event of the termination of the offices of one or more standing and/or alternate statutory auditors for any reason other than the natural expiry of the entire Board of Statutory Auditors and without the re-appointment of the entire Board of Statutory Auditors, the person identified with the same designation by the relevant Party is replaced;

or

- (ii) In the event of the termination, for any reason, of the entire Board of Statutory Auditors and therefore the mandatory appointment of a new collegiate body, a single list of the Shareholders in the Agreement is submitted for candidates for the appointment of members of the new Board of Statutory Auditors to be appointed until the Expiry of the Mandate of the First Board of Statutory Auditors, according to the list voting mechanism provided for in the New Articles of Association, which is formed with the same designation of candidates by the relevant Party;

Ensuring that, until the Expiry of the Mandate of the First Board of Statutory Auditors, the Board of Statutory Auditors, subject to the appointment of a standing auditor and an alternate auditor from any minority list submitted by other shareholders of the Company, is always composed as follows (through the submission of a list in the following order):

- (i) Three standing auditors, including:
  - One standing auditor, with the capacity of Chair, jointly designated by PEP and CDV;
  - One standing auditor designated by Investindesign;
  - One standing auditor jointly designated by PEP and CDV;
- (ii) Two alternate auditors, including:
  - One alternate auditor designated by Investindesign;
  - One alternate auditor jointly designated by PEP and CDV.

## **D.2 Annual Available Basket of IDB Shares**

The Shareholders in the Agreement have acknowledged that the entry for sale on the market of significant quantities of Shares of the Company could lead to an oversupply of those shares, at constant demand, which could lower the equilibrium price in the trading of the shares with a consequent reduction in the market value of the Shares, to the detriment of all the shareholders of the Company ("risk of overhang").

Therefore, the Shareholders in the Agreement other than Investindesign have agreed that, in order to allow for the orderly disposal of the shares respectively owned by them, the transfer of shares of the Company up to a maximum quantity of 1/3 for each year of the IDB Shareholders' Agreement may be provided for (the "**Available Annual Basket of IDB Shares**"), exclusively in accordance with the orderly sell-down procedure described below (the "**Orderly Sell-Down Procedure**").

## **D.3 Orderly Sell-Down**

A committee (the "**Transfer Committee**") may initiate a transaction for the sale, in whole or in part, of the Shares of the Company in the relevant Available Annual Basket of IDB Shares, in each of the three years following the Effective Date (**as defined below**) of the IDB Shareholders' Agreement, by giving written notice to each of the Shareholders' in the Agreement (the "**Sale Notice**").

The Sale Notice, which must also be sent to shareholder Giorgio Gobbi in order to ensure the exercise of his priority right to participate in this procedure (and in the first offer procedure described below), recognised by the same IDB Shareholders' Agreement (the "**Gobbi Priority Right**"), must indicate the following:

- (i) The structure of the sale, normally in the form of an accelerated bookbuilding with placement agreements to be concluded with the entities responsible for coordination (the "**ABB Global Coordinator**");
- (ii) The maximum number of Shares to be sold, in any event within and no more than the Available Annual Basket of IDB Shares, with the addition of the Gobbi Available Annual Basket of IDB Shares (as defined below);
- (iii) The potential sale price determined by the closing price of the Shares on the Euronext Milan market on the last day preceding the Sale Notice, reduced by a maximum discount as indicated in the Sale Notice (the "**Sale Price**"); and
- (iv) The maximum period provided for the execution of the sale.

Each Shareholder in the Agreement is required to respond in writing to the Transfer Committee as soon as reasonably possible and in any event no later than 24 hours after receipt of the Sale Notice (the "**Response Period**"), stating its intention to participate in the sale at the Sale Price and on the same terms as those indicated in the Sale Notice, and whether it also intends to increase the quantity of its Shares for sale in the event of non-participation in the sale by other entitled Shareholders in the Agreement (the "**Notification of Participation in the Sale**" and the Shareholder in the Agreement that opts to participate in the sale, the "**Participating Shareholder**"). The right of each Shareholder in the Agreement to participate in the sale, including any such right of accretion, is to be considered prorated in proportion to the respective Shares and the number of Shares proposed for sale (or the greater or lesser number of Shares for sale that may subsequently be agreed between the Participating Shareholders). The Transfer Committee will also notify the Participating Shareholders, for purposes related to the Gobbi Priority Right, of the Notification of Participation in the Sale received from Giorgio Gobbi and the relevant Gobbi Available Annual Basket of IDB Shares (as defined below).

If a Shareholder in the Agreement fails to send a Notification of Participation in the Sale within the Sale Period, the same will be deemed to have irrevocably and unconditionally declined to participate in the sale ("**Non-Participating Shareholder**"). It is understood that a Non-Participating Shareholder in relation to a sale retains the right to participate in any subsequent sales on an individual basis for the relevant Available Annual Basket of IDB Shares and in any case on a prorated basis in proportion to the respective relevant Shares for the specific Available Annual Basket of IDB Shares, without any increase in its proportional share due to non-participation in one or more of the previous sales, without prejudice, however, to the aforementioned right of accretion.

Each Participating Shareholder, throughout the Sale Period, is required:

- (i) To cooperate and act jointly and in good faith in defining the final terms and conditions of the sale, including but not limited to its timing, final structure and size (in any case within and no more than the Available Annual Basket of IDB Shares), the final parameters of the Sale Price, the identity of the purchasers and the lock-up arrangements;
- (ii) To perform and complete all actions reasonably necessary, required or appropriate to execute and complete the sale;
- (iii) Provided that the Participating Shareholders have entered into a binding agreement with the purchaser(s) in relation to the sale, to refrain from termination or otherwise withdrawal and/or from taking any action that may lead to termination and/or withdrawal from the sale, without the prior written consent of all the other Participating Shareholders.

If the number of Shares sold is for any reason lower than the number of Shares for sale indicated in the sale, then the number of Shares that each Participating Shareholder is required to transfer will be adjusted on a proportional basis in line with the actual quantity of Shares subject to the final sale.

Each Participating Shareholder will retain the right, at any time prior to its entry into a binding agreement with the purchaser(s) with respect to the sale, to discontinue the sale, by giving prior written notice to the Transfer Committee and the other Participating Shareholders, who will in any case be entitled to proceed with the sale, including by adding in the quantity of missing Shares on a proportional basis.

Each Shareholder in the Agreement, including Non-Participating Shareholders, where requested by the ABB Global Coordinator, undertakes to enter into lock-up arrangements on normal terms and for a maximum period of 360 calendar days from the date of execution of the Sale Proposal (or hopefully less, also taking into account the duration of the IDB Shareholders' Agreement), except in the event of early release from these lock-up arrangements by the ABB Global Coordinator.

The possibility of carrying out transfers of Shares, even if in accordance with the Orderly Sell-Down Procedure, remains conditional upon compliance with the takeover bid provisions.

#### **D.4 Investindesign Right of First Offer**

In the context of the Orderly Sell-Down Procedure, following receipt of the Notification(s) of Participation in the Sale, the Transfer Committee is required to invite Investindesign by means of a specific written notice to make a first offer to purchase the Shares, also sending a copy to the Shareholders in the Agreement involved in the transfer of Shares and to Giorgio Gobbi.

Within no more than three working days of receipt of the above notification by the Transfer Committee, Investindesign may notify the Transfer Committee, the Shareholders in the Agreement involved in the transfer of Shares and Giorgio Gobbi, in writing, of its wish to exercise the right of first offer to purchase or ensure the purchase of the Shares, with Investindesign being entitled, in accordance with Article 1401 of the Italian Civil Code, to designate for this purpose the Investindesign shareholder holding Class A shares and/or one or more entities indicated by the latter to Investindesign (the "**Notification of the Exercise of the Right of First Offer**") and, in this case, the subsequent negotiation will follow directly between Investindesign (or the entity or entities designated by the same), the Shareholders in the Agreement involved in the transfer and Giorgio Gobbi. It is understood that Investindesign will have the right to offer to buy, without prejudice to the aforementioned right of designation, giving notice via the Notification of the Exercise of the Right of First Offer, and the Shareholders in the Agreement involved in the transfer and Giorgio Gobbi will have the right to agree to sell, Shares, also in a greater quantity than the relevant Available Annual Basket of IDB Shares.

In the absence of a Notification of the Exercise of the Right of First Offer within the above time limit or in the event that the negotiation between Investindesign (or the entity or entities designated by the same), the Shareholders in the Agreement involved in the transfer and Giorgio Gobbi is not successfully completed within and no later than five working days of the date of the Notification of the Exercise of the Right of First Offer, the Transfer Committee may launch the Orderly Sell-Down Procedure described above.

The possibility of carrying out transfers of Shares, even if in accordance with the first offer procedure, is in any case conditional upon compliance with the takeover bid provisions.

Each Shareholder in the Agreement, with respect to the Shares of the Company held, undertakes to promptly inform the other Shareholders in the Agreement:

- (i) of any agreement, covenant, understanding or other operation entered into by it or in which it otherwise participates, directly and/or indirectly, including through its affiliates and/or related parties, or
- (ii) any action or other conduct, directly and/or indirectly, including through its affiliates and/or related parties.

#### **D.5 Permitted transfers**

Transfers of Shares remain freely available to the respective Shareholders in the Agreement that hold them:

- (i) In the case of an *inter vivos* transfer by a Shareholder in the Agreement of its shares and/or the related rights to an affiliate, in whole or in part, provided that:
  - The transfer takes place only after the transferee affiliate has expressly joined the IDB Shareholders' Agreement, in writing, by becoming a party to the same, taking over all active and passive legal positions of the transferring shareholder provided for therein, it being understood that the transferring shareholder will remain jointly and severally liable with its transferee affiliate for the exact fulfilment of all its obligations arising under the IDB Shareholders' Agreement; and

- In the contract or document governing the transfer of the equity investment, the termination of the status as an affiliate of the transferee affiliate is a condition of termination of such transfer, with the consequent obligation (i) of the transferee affiliate to immediately retransfer to the original transferring shareholder the pledged shares and/or rights to which the transfer relates and (ii) of the original transferring shareholder to accept and receive the immediate retrocession of the shares to which the transfer relates;
- (ii) In the case of a *mortis causa* transfer by a natural person who is a Shareholder in the Agreement of all or part of their Shares and the related rights to their heirs, specifying that the heirs who accept the inheritance (also in the case of acceptance with benefit of inventory) will automatically be regarded as having joined, by becoming a party to, the IDB Shareholders' Agreement and will take over all the active and passive legal positions of the transferring shareholder provided for therein;
- (iii) When a Shareholder in the Agreement grants a mandate for the fiduciary registration of all its Shares and related rights, provided that prior to the fiduciary mandate the fiduciary company receiving the mandate has joined, on behalf of the trustor, the IDB Shareholders' Agreement, taking over all the active and passive legal positions provided for therein from the trustor shareholder, it being understood that the trustor shareholder will remain jointly and severally liable with the fiduciary company for the exact fulfilment of all its obligations arising under the IDB Shareholders' Agreement; and
- (iv) In the case of a transfer otherwise approved in writing by all Parties to the IDB Shareholders' Agreement (the "**Permitted Transfers**").

Any Shareholder in the Agreement or, where appropriate, its transferee, that intends to carry out a Permitted Transfer must:

- (a) With notice of not less than ten working days prior to the conclusion with the transferee of binding arrangements for the Permitted Transfer and in any case prior to the execution of the Permitted Transfer, notify to the Transfer Committee the identity of the transferee and all other information necessary to enable the identity of the transferee to be ascertained and the verification of the conditions for carrying out the Permitted Transfer to be carried out;
- (b) Provide any further information that may be requested by the Transfer Committee to ascertain the identity of the transferee and to carry out checks to ascertain the conditions for carrying out the Permitted Transfer;
- (c) Fulfil and ensure the fulfilment of the conditions set out by the Transfer Committee for the execution of the Permitted Transfer in accordance with the provisions of the IDB Shareholders' Agreement and the provisions of the laws, regulations and Articles of Association applicable *pro tempore*.

The possibility of making Permitted Transfers is, however, conditional on compliance with the takeover bid provisions.

Finally, each Shareholder in the Agreement duly notes, acknowledges and in any event accepts Giorgio Gobbi's right to participate in the Orderly Sell-Down Procedure and the procedure related to Investindesign's right of first offer described above, to sell, for each year of the term of the IDB Shareholders' Agreement, with priority over the Available Annual Basket of IDB Shares of the Shareholders in the Agreement, a quantity of 1/3 (one-third) of the total shares of the Company that he owns (the "**Gobbi Available Annual Basket of IDB Shares**").

#### **D.6 Takeover bid**

Throughout the term of the IDB Shareholders' Agreement, each Party undertakes:

- (i) not to directly and/or indirectly enter into or participate in, including through its affiliates and/or related parties, any agreement, covenant, understanding or other operation, or in any case
- (ii) not to directly and/or indirectly engage, including through its affiliates and/or related parties, in any action or other conduct,

from which an obligation may arise for the Parties, either individually or jointly and severally within the meaning and for the purposes of Article 109 of the TUF, to make a takeover bid for the Shares of the Company.

If a Party fails to comply with the above obligations, that Party (including jointly and severally with other Parties, where the failure is attributable to more than one Party) will be obliged:

- (i) to sell without delay a number of Shares that would reduce the total number of Shares held below the relevant thresholds or to reduce its excess voting rights and not exercise those voting rights under Article 49, paragraph 1, letter e) of the Regulation for Issuers;
- (ii) to indemnify and hold each other Party harmless from any damage, loss, cost and expense incurred by each other Party as a result of this failure;
- (iii) to assume full responsibility for the mandatory offer, if necessary, and/or the sale of Shares, indemnifying and holding harmless each other Party in this regard;
- (iv) to bear all costs associated with the mandatory offer and all other costs (including consultancy costs) borne by each other Party,

without prejudice, in any event, to the obligations relating to the payment of the penalty referred to below.

#### **E. Penalties**

Any Party that fails to comply with one of the provisions of the IDB Shareholders' Agreement (other than the takeover bid provisions) will be required to pay to each other Party an irreducible penalty pursuant to Article 1382 of the Italian Civil Code, equal to the greater of (i) €500,000.00 and (ii) the value of the Shares held by the defaulting Party at the time of default multiplied by three, in addition to the payment of further damage.

Any Party that fails to comply with one of the takeover bid provisions will be required to pay each other Party an irreducible penalty pursuant to Article 1382 of the Italian Civil Code, the amount of which will be increased tenfold, in addition to the payment of further damage.

#### **F. Term**

The IDB Shareholders' Agreement shall be effective as of 18 May 2023 (the "**Effective Date**") and will end on 31 March 2026.

#### **G. Filing of the IDB Shareholders' Agreement**

The IDB Shareholders' Agreement was filed with the Milan, Monza Brianza and Lodi Companies Register on 19 May 2023. **The record of the Adhesion by Galpina was filed with the Milan, Monza Brianza and Lodi Companies Register on 20 July 2023.**

#### **H. Nature of the IDB Shareholders' Agreement and entities exercising control over the Company**

The Shareholders in the Agreement mutually duly note and acknowledge that the shareholders' agreements contained in the IDB Shareholders' Agreement are attributable to an agreement concerning the exercise of the right to vote in the Company, which is relevant within the meaning of Article 122, paragraph 1, of the TUF and which sets limits on the transfer of Shares, which is relevant within the meaning of Article 122, paragraph 5, letter b) of the TUF.

#### **I. Depositary of the Company's Shares**

The Shares have been entered into the central securities depository system operated by Euronext Securities Milan, which has its registered office at Piazza Affari 6 in Milan.

20/07/2023