

Milan, 18 July 2024

To
FIMER S.p.A. under Extraordinary Administration
25 via Tortona
20144 - Milan
To the kind attention of the Special Commissioners

FIMER S.p.A. UNDER EXTRAORDINARY ADMINISTRATION

COMMITMENT TO CONFIDENTIALITY

**AS PART OF THE PROCEDURE AIMED AT COLLECTING EXPRESSIONS OF
INTEREST IN SUBMITTING BINDING BIDS FOR THE TRANSFER,
INSEPARABLY AND AS A WHOLE, OF THE FIMER BUSINESS COMPLEX**

We refer to the Procedure for the transfer by assignment, **inseparably and as a whole, of the Fimer Business Complex consisting of:**

- a. the business complex owned and operated by Fimer at its plant in Terranuova Bracciolini (AR) (the "**Fimer Business Complex**") consisting essentially of (i) real estate located in Terranuova Bracciolini (AR); (ii) installations, machinery and equipment; (iii) inventories (consisting essentially of raw materials and goods in progress); (iv) certifications, authorisations, permits *et similia*; (v) employment contracts (266 employees to this date); (vi) other contracts resulting in receivable and payables; (vii) movable assets including registered assets; (viii) intellectual property rights, know-how, trademarks and patents; and
- b. the equity investments held by Fimer in (i) **Fimer India Private Limited** (industrial and commercial) (100% of the latter's capital); (ii) **Fimer Singapore Pte. Ltd.** (commercial and services) (100% of the latter's capital); (iii) **Marici Taiwan Co. Ltd.** (commercial and services) (100% of the latter's capital); (iv) **Fimer Turkey Yenilenebilir Enerji Sistemleri Ticaret Anonim Şirketi** (commercial and services) (100% of the latter's capital); (v) **Fimer Inc. (USA)** (commercial and services) (100% of the latter's capital); and (vi) **Marici Australia Holdings Pty Limited** (commercial and services) (100% of the latter's capital),

initiated by the Extraordinary Commissioners with the publication of a Call for Expressions of Interest in submitting binding bids for the transfer of the Fimer Business Complex, published in full on the Procedure's website as well as, in extract, in (i) "*Il Sole 24 Ore*", (ii) the "*Financial Times*" and (iii) the "*Corriere della Sera*" (the "**Transfer Procedure**"), and to our request for admission to the due diligence activity, to confirm to you, on our behalf and on behalf of those acting as our connected persons (the "**Connected Persons**", as defined in Article 2, letter "i" below), as well

as on behalf of the companies belonging to our "Group" (as defined in Article 2, letter "g" below), for the conduct of all of which we accept responsibility pursuant to Article 1381 of the Italian Civil Code, a series of obligations, commitments and declarations towards Fimer and its Special Commissioners, employees and consultants.

Obligations, commitments, representations, and, in general, covenants in favour of third parties contained in this commitment may not be modified and/or revoked by us, regardless of whether or not such third parties have indicated that they wish to take advantage of such covenants in their favour.

1. CONFIDENTIAL INFORMATION

1.1 For the purposes of this commitment to confidentiality (the "**Commitment**") "**Confidential Information**" means all acts, documents, information, news, projections, estimates and data, of any kind and/or nature whatsoever (even if not specifically qualified as "confidential"), relating to the Fimer Business Complex (including, but not limited to, the documentation present in the *virtual data room* and all information that will be acquired by us in the course of the Transfer Procedure) that have been - or will be - provided to us, verbally or in writing, by the Extraordinary Commissioners, employees and/or consultants of Fimer or that have been or will be acquired by us in any way during the Transfer Procedure. The term Confidential Information does not include information that:

- (i) at the time it is or will be communicated to us was, or will be, already in the public domain, or become public knowledge for reasons that have nothing to do with a failure by us or our Connected Persons (as defined below) or our Group companies (as defined below) to comply with their obligations under this Commitment;
- (ii) is to be disclosed by us under laws or regulations and/or orders issued by any Authority having jurisdiction over us. In this case we will, however:
 - a) promptly inform the Special Commissioners of Fimer of the existence of our obligation to disclose Confidential Information to Third Parties, as defined in Article 2(i) below;
 - b) promptly disclose to the Special Commissioners of Fimer the information necessary to enable the Commissioners' Management and advisors to consider whether to file an objection, in the manner permitted by law, against any order of the Competent Authority requiring us to disclose Confidential Information

(objection which we undertake to file, when requested to do so); and

- c) promptly consult with Fimer's Special Commissioners regarding the timing, form, and content of any announcement and/or disclosure of Confidential Information. In this regard, it will also be our care to ensure that such communications are kept as confidential as possible.

It is understood that the burden of proving the existence of the circumstances under (i) and/or (ii) will be on us.

2. CONFIDENTIALITY OBLIGATIONS

Without prejudice to any other obligation under the law, by this Letter we undertake to:

- (i) consider strictly confidential and, therefore, not to disclose and/or in any case not to make known to Third Parties, in whole or in part, the Confidential Information, "**Third Parties**" meaning all parties other than our directors, employees or consultants (the "**Connected Persons**") and the companies of our Group (meaning the companies directly and/or indirectly controlled by us pursuant to Article 2359 of the Italian Civil Code, our parent companies and companies subject to common control) to which we may disclose the Confidential Information to the extent necessary for us to evaluate the Transaction, and without prejudice to our commitment under Article 1381 of the Italian Civil Code that the Connected Persons and the companies of our Group shall comply with their obligations under this Commitment;
- (ii) take all necessary and/or merely appropriate precautions and measures to keep Confidential Information confidential and private;
- (iii) use the Confidential Information for the sole purpose of evaluating the purchase, inseparably and as a whole, of the assets as described and identified in (a) and (b) of this confidentiality letter. In particular, we undertake:
 - a) not to use Confidential Information in a way that may harm Fimer or cause its employees, customers or suppliers to cease being such; and
 - b) not to give any professional consulting assignments and not to hire employees and/or persons who continuously perform their activities at Fimer (or cause them to be hired) in our company and/or in any case in companies of our Group;
- (iv) keep in contact only with the Special Commissioners or the persons specifically designated by them in writing, it being specifically understood that we shall not, without the prior

written consent of the Special Commissioners, have direct dealings with members, managers, employees, agents, consultants or collaborators of Fimer;

- (v) return immediately, upon simple request of the Special Commissioners, any and all documents, analyses, reports, evaluations, and forecasts that we came into possession of in connection with the Transfer Procedure. If, for any reason, our company does not proceed with the Transfer Procedure, all documentation, copied or otherwise reproduced, in our possession or in possession of Connected Persons and/or companies in our Group will be promptly returned regardless of an express request to that effect by the Special Commissioners;
- (vi) not to make any announcement and/or communication to Third Parties regarding the Transfer Procedure and its progress, except with the prior written consent of the Special Commissioners, subject to the provisions of Article 1.2 (ii) above; and
- (vii) strictly comply with current privacy regulations.

3. DISCLAIMER REGARDING CONFIDENTIAL INFORMATION PROVIDED WITHIN THE TRANSFER PROCEDURE

We declare that we acknowledge and accept that:

- (i) all Confidential Information that has been and/or will be provided to us must be independently verified by us;
- (ii) Fimer, its employees, consultants, Special Commissioners, including experts appointed under Article 62, paragraph 3, Legislative Decree 270/99:
 - a) do not accept any liability, even of a pre-contractual nature, nor do they provide any guarantee as to the accuracy, reliability and/or completeness of the Confidential Information;
 - b) do not ensure that such Confidential Information is sufficient for the purpose of the evaluation of proceeding with the Transfer Procedure; and
 - c) make no commitment to update such Confidential Information and/or to correct any inaccuracies and/or incompleteness of the same during the course of the Transfer Procedure.

4. OTHER COMMITMENTS AND REPRESENTATIONS

- 4.1. We declare that we acknowledge and accept that the signing of this document does not entail any obligation for the Special Commissioners and/or Fimer towards us to enter into

negotiations for the Transfer, and/or to Transfer, inseparably and as a whole, the Fimer Business Complex that is the subject of the Transfer Procedure, nor any right to any performance for any reason whatsoever. It is in any case understood that, with reference to all of the above, the parties admitted to the Transfer Procedure may not claim against the Special Commissioners and/or Fimer and their employees and consultants, including the experts appointed under Art. 62, paragraph 3, Legislative Decree No. 270/99, any kind of compensation and/or indemnity, either pre-contractually or under any other title.

- 4.2. We also declare that we understand and acknowledge that violation of this Commitment may result in serious harm to Fimer, its employees and consultants, and the Special Commissioners. In this regard, we therefore undertake to hold Fimer, its employees and consultants and the Special Commissioners, including the experts appointed under Article 62, paragraph 3, Legislative Decree No. 270/99, harmless and indemnified for any damages, charges, costs and/or expenses that may arise from the violation of this Commitment by us and/or the Connected Persons and/or the companies in our Group.

5. DURATION

- 5.1. This Commitment has a duration of 5 (five) years from the date of its signing.
- 5.2. In the event that we are selected as the successful bidders for the Fimer Business Complex that is the subject of the Transfer Procedure, inseparably and as a whole, this Commitment will lose effect upon the signing of the relevant Transfer Agreement and will be superseded by the rules contained therein.

6. GOVERNING LAW

This Commitment shall be governed by the laws of Italy.

7. JURISDICTION

Any disputes that may arise for any title and/or reason whatsoever connected with this Commitment and/or with the Transfer Procedure, including but not limited to any disputes that may arise in connection with our possible exclusion from the same, shall be (i) submitted to the exclusive jurisdiction of the Italian courts and (ii) submitted to the exclusive territorial jurisdiction of the Courts of Milan, any different and concurrent rule of territorial jurisdiction being deemed to be consensually waived.

(Signature of pro-tempore legal representative)

We declare that we specifically approve the clauses in the articles: 2. "*Confidentiality Obligations*"; 3. "*Disclaimer Regarding Confidential Information Provided within the Transfer Procedure*"; 4. "*Other Commitments and Representations*"; 6. "*Governing Law*"; and 7. "*Jurisdiction*".

(Signature of pro-tempore legal representative)