

FIMER S.P.A. UNDER EXTRAORDINARY ADMINISTRATION
DUE DILIGENCE REGULATIONS
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

1. Introduction

- 1.1. By the Due Diligence Regulations, Fimer (the “**Company**”) establishes the main terms and conditions under which the Persons Admitted to the Procedure for the Transfer, **inseparably and as a whole**, of the Fimer Business Complex, as already defined in the Call, will be authorised to carry out the relevant due diligence activities (the “**Due Diligence**”).
- 1.2. The Due Diligence can be carried out by means of:
- (i) access to documents made available in the virtual data room (the “**Data Room**”); and/or
 - (ii) physical access to the sites where the business of the Fimer Business Complex is conducted (the “**Sites**”); and, **if authorised by the Commissioners**,
 - (iii) meetings with the Company's management.

2. Confidentiality

- 2.1. Information collected or otherwise made available, verbally or in writing, to the Eligible Persons in the course of the Due Diligence is governed by the Confidentiality Commitment.

3. DD Manager

- 3.1. Any communication or request in connection with the Due Diligence is to be written in Italian and addressed to the Company's Due Diligence Management Department (“**DD Manager**”) at the e-mail address DDManager@fimer.com

4. Data Room

- 4.1. Access to and use of the Data Room will be governed by the Data Room Regulations attached hereto as **Annex 1**.

5. Access to Sites

- 5.1. Access to the Sites in Italy, Terranuova Bracciolini (AR), **and** abroad will be allowed only by appointment upon e-mail request to the DD Manager in accordance with the standard form attached hereto as **Annex 2**. In any event, the DD Manager reserves the right to approve the dates on which access to the Sites may be permitted.
- 5.2. The Company reserves the right to discretionally deny or restrict access to the Sites.

- 5.3. During access to each Site, the Company will make available to the Eligible Persons a designated person (the “**Company Representative**”) to assist them and guide them through the Site, according to the visiting hours indicated by the DD Manager.
- 5.4. While accessing each Site, the Eligible Persons will not be permitted to ask Company personnel for information of any kind without the prior permission of the Company's Representative.
- 5.5. Costs related to transportation, food and any other costs related to accessing the Sites will be borne entirely by the Eligible Persons.
- 5.6. Each Eligible Person will be required to sign an attendance register upon entering and leaving the Sites.
- 5.7. No devices will be allowed inside the Sites, except for writing materials, calculators and laptops.
- 5.8. Any Information that the Eligible Persons may wish to acquire as a result of accessing the Sites shall be requested in accordance with the provisions of **Article 7** below.

6. Meetings with the Company's management.

- 6.1. Any meetings with the Company's management will be allowed only if authorised by the Commissioners and only by appointment upon e-mail request to the DD Manager in accordance with the standard form attached hereto as **Annex 3**.
- 6.2. Any meetings with the Company's management will be held at and in a manner deemed appropriate by the Company.

7. Additional Information - Questions and Answers

- 7.1. Should the Eligible Persons need further Information or explanations, they shall be required to submit the relevant requests via email to the DD Manager in accordance with the standard form attached hereto as **Annex 4**. Additional Information and answers to questions from the DD Manager will be placed, where available, in the Data Room. The above inquiries should be made only in Italian and responses will be given in the same language.

8. Rights of the Company

- 8.1. The Company reserves the right to exclude any Eligible Person from the Due Diligence in the event of prolonged inactivity or violation of any provision of these Due Diligence Regulations and the relevant annexes. For this purpose, the Eligible Persons will be liable for any violation of these Due Diligence Regulations and their annexes even by their directors, employees and consultants.
- 8.2. The Company reserves the right to amend, supplement or replace these Due Diligence

Regulations at any time. Any new version of these Due Diligence Regulations will be made available to all Interested Parties in the Data Room.

9. Limitation of liability

- 9.1. The Company, the Commissioners, as well as their employees and consultants, including the experts appointed under Article 62, paragraph 3, of Legislative Decree No. 270/99, shall not be liable in any way (in contract and/or in tort) to the Eligible Persons in relation to the accuracy, adequacy, reliability or completeness of the Information made available in the course of the Due Diligence or any verbal or written communication (following or even in the absence of a specific request) in connection therewith.
- 9.2. The Information shall have no value as representations or warranties of any kind, for any purpose, to any of the Eligible Persons or to any third party.
- 9.3. The Information may be, or become, out of date. The Company, the Commissioners, as well as the relevant employees and consultants, including the experts appointed under Article 62, paragraph 3, Legislative Decree 270/99, will in no way be required to update the Information.

10. Governing law and jurisdiction

- 10.1. These due Diligence Regulations shall be (i) governed by and construed in accordance with Italian law, (ii) subject to Italian jurisdiction, and (iii) any and all disputes relating to these Due Diligence Regulations shall be submitted to the exclusive territorial jurisdiction of the Courts of Milan.

Milan, 18 July 2024

The Special Commissioners

Prof. Dr. Eugenio D'Amico Avv. Maurizio Ascione Ciccarelli Prof. Dr. Gerardo Losito

Signed by:

Name:

In the name and on behalf of:

Date:

Pursuant to Article 1341 of the Italian Civil Code, the Interested Party acknowledges and expressly approves the following articles: Article 2 (Confidentiality); Article 8 (Rights of the Company);

Article 9 (Limitation of Liability); Article 10 (Governing Law and Jurisdiction); Article 2 of Annex 1 (Limitation of Liability); Article 8 of Annex 1 (Rights of the Company); and Article 10 of Annex 1 (Governing Law and Jurisdiction).

Signed by:

Name:

In the name and on behalf of:

Date:

Annex 1

Data Room Regulations

1. Introduction

- 1.1. By these Data Room Regulations (the "**Regulations**"), the Company intends to establish the terms and conditions under which the Eligible Persons may access the Data Room set up by FIMER S.p.A.
- 1.2. These Regulations will apply whenever any of the Eligible Persons accesses the Data Room. Failure to comply with these Regulations or with the Conditions of Use may be grounds for suspension or revocation of the Eligible Person's access to the Data Room.

2. Limitations of liability

- 2.1. The Company, the Commissioners, as well as their employees and consultants, shall not be liable in any way (in contract and/or in tort) to the Eligible Persons in relation to the accuracy, adequacy, reliability or completeness of the Information made available in the Data Room, nor for any damages that may result from the discontinuance, suspension or revocation of access to the Data Room.

3. Access to the Data Room

- 3.1. Access to the Data Room will be available at the FIMER web page.
- 3.2. Each Eligible Person will be able to access the Data Room by emailing its address to the DD manager, who will authorise access to the Data Room by providing the relevant link.
- 3.3. The email addresses with access authorisation may not be disclosed to third parties, and no third parties may be allowed by Eligible Persons to use their email address.
- 3.4. Each Eligible Person hereby acknowledges that access to the Data Room may be suspended or cancelled at any time without notice.

4. Security

- 4.1. Access to the Data Room will not be allowed from locations within Internet cafes or other places open to the public.
- 4.2. The Eligible Persons may not leave unattended any computer or other device through which they access the Data Room while connected to the same.
- 4.3. The Eligible Persons shall be required to put in place all reasonable measures to ensure that the Information is not visible by third parties.

5. Use of the Data Room

- 5.1. The Eligible Persons may not circumvent any of the site's security measures and may not allow or grant others access to the site through the authorisation granted to them.
- 5.2. The Eligible Persons may not place any information or material of any kind in the Data

Room, or create links from the Data Room to information or material of any kind in violation of the intellectual property rights of third parties.

- 5.3. No Eligible Person may introduce into the Data Room or the servers at which they are uploaded any viruses, worms, trojans, or destructive software code.

6. Update of the Data Room

- 6.1. Additional documents may be added to the Data Room and the documents therein can be updated at any time. It will be the responsibility of each Eligible Person to check for updates to the Data Room.

7. Availability of the Data Room

- 7.1. The Data Room is expected to be available 24 hours a day, 7 days a week, although this cannot be guaranteed. The Data Room is not expected to require any period of interruption or suspension of service, although this cannot be guaranteed.
- 7.2. The Company may close the Data Room at any time without notice. No assurance is hereby given to the Eligible Persons that the Data Room will be available at any particular time or that any information contained therein will be available in any particular format or at any particular data rate. The Company may, at its discretion, provide other means of access to the Information contained in the Data Room.
- 7.3. Certain confidential, privileged, or commercially important documents may be excluded from the Data Room.

8. Rights of the Company

- 8.1. The Company reserves the right to exclude any Eligible Person from the Due Diligence in the event of prolonged inactivity or violation of any provision of these Regulations. For this purpose, the Eligible Persons will be liable for compliance with these Due Diligence Regulations and their annexes even by their directors, employees and consultants.
- 8.2. The Company reserves the right to amend, supplement or replace these Due Diligence Regulations at any time. Any new version of these Due Diligence Regulations will be made available to all Eligible Persons in the Data Room.

9. Assistance

- 9.1. Any Eligible Person who encounters technical inconveniences in accessing or using the Data Room may contact the DD Manager at the e-mail address indicated in Art. 3.1. of the Due Diligence Regulations.

10. Governing law and jurisdiction

- 10.1. These Regulations shall be (i) governed by and construed in accordance with Italian law, (ii) subject to Italian jurisdiction, and (iii) any and all disputes relating to these Due

Diligence Regulations shall be submitted to the exclusive territorial jurisdiction of the Courts of Milan.

11. Acceptance

- 11.1. By signing the Due Diligence Regulations, the Eligible Persons, their directors, employees and consultants, acknowledge that they have read, understood and accepted these Data Room Regulations.

Annex 2

Form to request access to the Sites

Request date	
Name of applicant	
Company	
Phone number	
E-mail	
Names and contact information of the persons that will access the Sites	
Access site requested	
Proposed access date	

Specify the purpose for accessing the Site

Annex 3

Form to request meetings with management of the Companies

Request date	
Name of applicant	
Company	
Phone number	
E-mail	
Role, job title, and area of expertise of the person you request to meet	
Requested date of meeting	

Specify the topics covered by the meeting request

Annex 4

Form to request further and/or additional Information

Request date	
Name of applicant	
Company	
Phone number	
E-mail	

Indicate the information requested