

COESIA S.P.A.

INTERNAL DEALING PROCEDURE



INTRODUCTION

This procedure (the "**Procedure**") has been adopted by Coesia S.p.A. (hereinafter the "**Company**" or "**Coesia**") pursuant to and in compliance with the European Union¹ and Italian² regulatory provisions concerning transactions carried out by persons discharging managerial responsibilities (so-called internal dealing) and market abuse (the "**Internal Dealing Regulations**"), applicable to the Company from 3 July 2016.

In particular, the Procedure governs the reporting obligations and the conducts that the Relevant Persons (as defined hereinafter), the Persons Closely Associated (as defined hereinafter) and the Company must comply with in order to ensure the specific, timely and accurate disclosure of the Transactions (as defined hereinafter) to the public and the competent authorities.

1. ARTICLE 1 RELEVANT PERSONS AND PERSONS CLOSELY ASSOCIATED

- 1.1 For the purposes of the Procedure and the Internal Dealing Regulations, "Relevant Persons" shall mean:
 - (a) the members of the Board of Directors and the members of the Board of Statutory Auditors of the Company; and
 - (b) managers who have regular access to inside information relating directly or indirectly to the Company and power to take managerial decisions affecting the future developments and business prospects of the Company.
- 1.2 For the purposes of the Procedure and the Internal Dealing Regulations:
 - i. "Inside Information" shall mean information of a precise nature, which has not been made public, relating, directly or indirectly, to the Company, or the notes of the Company admitted to trade on the multilateral trading facility ExtraMOT PRO organized and managed by Borsa Italiana S.p.A. upon the admission request of the Company (the "Notes"), and which, if it were made public, would be likely to have a significant effect on the prices of the Notes or on the price of related derivative financial instruments.

Inside Information shall be deemed to be of a precise nature if it indicates a set of circumstances which exists or which may reasonably be expected to come into existence, or an event which has occurred or which may reasonably be expected to

See (i) Directive 2014/57/UE of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse (the "Market Abuse Directive"); (ii) Regulation (EU) No. 596/2014 of The European Parliament and of the Council of 16 April 2014 on market abuse, and repealing directive 2003/6/EC and directives 2003/124/EC, 2003/125/EC and 2004/72/EC (the "Market Abuse Regulation" or "MAR") and, in particular, Article 19; (iii) Commission Delegated Regulation (EU) 2016/522 of 17 December 2015 supplementing the MAR as regards, inter alia, the permission for trading during closed periods and types of notifiable managers' transactions (the "Regulation 522/2016") (iv) Commission Implementing Regulation (EU) 2016/523 of 10 March 2016 laying down implementing technical standards with regard to the format and template for notification and public disclosure of managers' transactions in accordance with the MAR (the "Regulation 523/2016"), and (iv) the other implementing regulations issued from time to time by the competent authorities.

See Italian legislative decree of 24 February 1998 No. 58 (the "**Consolidated Law on Finance**") and the implementing regulatory provisions contained in the regulation concerning issuers adopted by Consob by resolution No. 11971 of 14 May 1999, as amended and supplemented (the "**Issuer Regulation**").

³ See Article 7 of the MAR.



occur, where it is specific enough to enable a conclusion to be drawn as to the possible effect of that set of circumstances or event on the prices of the financial instruments or the related derivative financial instrument.

In this respect in the case of a protracted process that is intended to bring about, or that results in, particular circumstances or a particular event, those future circumstances or that future event, and also the intermediate steps of that process which are connected with bringing about or resulting in those future circumstances or that future event, may be deemed to be precise information. An intermediate step in a protracted process shall be deemed to be inside information if, by itself, it satisfies the criteria of inside information as referred to in this article concerning Inside Information.

Information which, if it were made public, would be likely to have a significant effect on the prices of Notes or related derivative financial instrument shall mean information a reasonable investor would be likely to use as part of the basis of his or her investment decisions;

ii. "Persons Closely Associated" shall mean:

- a spouse, or a partner considered to be equivalent to a spouse in accordance with national law, a dependent child and a relative who has shared the same household for at least one year on the date of the transaction concerned;
- b) a legal person, trust or partnership, the managerial responsibilities of which are discharged by a Relevant Party or by a person referred to in point (a);
- c) a legal person, trust or partnership, which is directly or indirectly controlled by a Relevant Party or by a person referred to in point (a);
- a legal person, trust or partnership, the economic interests of which are substantially equivalent to those of a Relevant Party or a person referred to in point (a);
- e) a legal person, trust or partnership, which is set up for the benefit of a Relevant Party or a person referred to in point (a).
- 1.3 The Board of Directors of Coesia has the right to identify, by amending the Procedure, additional and different Relevant Persons and Persons Closely Associated.
- 1.4 The Company draws up and keeps updated a list of the Relevant Persons and Persons Closely Associated (the "**List**").
- 1.5 The "Internal Audit" department of the Company has been identified as the designated party for the reception, management and disclosure to the public of the information required by the Procedure and the Internal Dealing Regulations (the "**Designated Party**").

2. ARTICLE 2 TRANSACTIONS SUBJECT TO DISCLOSURE OBLIGATIONS

2.1 This Procedure shall apply to all transactions (including purchase, sale, subscription, exchange, pledging, assignment by way of guarantee or creation of other security interests rights in connection with the extension of credits facilities from third parties, loan



transactions and the other transactions set forth under the Internal Dealing Regulations⁴) (the "**Transactions**") relating to the Notes, derivative financial instruments or other financial instruments linked thereto:

- carried out directly or indirectly by the Relevant Persons or the Persons Closely Associated;
- b) undertaken by persons professionally arranging or executing transactions or by another person on behalf of a Relevant Person or a Person Closely Associated with such a person, including where discretion is exercised;
- c) made under a life insurance policy, where (i) the policyholder is a Relevant Party or a Person Closely Associated with such a person; (ii) the investment risk is borne by the policyholder; and (iii) the policyholder has the power or discretion to make investment decisions regarding specific instruments in that life insurance policy or to execute transactions regarding specific instruments for that life insurance policy.
- 2.2 For the purpose of paragraph 2.1 and of the subsequent notification requirements to Consob and the public as provided for under Article 3 below, subsequent Transactions undertaken directly by or indirectly on behalf of Relevant Persons and the Persons Closely Associated are taken into consideration only once a total amount of EUR 5,000.00 (five thousand)⁵ has been reached within a calendar year. The threshold of EUR 5,000.00 shall be calculated by adding, without netting, all Transactions.

a) acquisition, disposal, short sale, subscription or exchange:

d) transactions in or related to derivatives, including cash-settled transaction;

g) subscription to a capital increase or debt instrument issuance;

- i) conditional transactions upon the occurrence of the conditions and actual execution of the transactions;
- j) automatic or non-automatic conversion of a financial instrument into another financial instrument, including the exchange of convertible bonds to shares;
- k) gifts and donations made or received, and inheritance received;
- l) transactions executed in index-related products, baskets and derivatives, insofar as required by Article 19 of Regulation (EU) No 596/2014;
- m) transactions executed in shares or units of investment funds, including alternative investment funds (AIFs) referred to in Article 1 of Directive 2011/61/EU of the European Parliament and of the Council (1), insofar as required by Article 19 of Regulation (EU) No 596/2014;
- n) transactions executed by manager of an AIF in which the person discharging managerial responsibilities or a person closely associated with such a person has invested, insofar as required by Article 19 of Regulation (EU) No 596/2014;
- transactions executed by a third party under an individual portfolio or asset management mandate on behalf
 or for the benefit of a person discharging managerial responsibilities or a person closely associated with
 such a person;
- p) borrowing or lending of shares or debt instruments of the issuer or derivatives or other financial instruments linked thereto".

Among the transactions to be considered relevant for the purpose of the Procedure having regard to the Notes, derivative financial instruments and other connected financial instruments, please see the transactions included in the list under Article 10(2), of Regulation 522/2016, in accordance to which:

[&]quot;2. Those notified transactions shall include the following:

b) acceptance or exercise of a stock option, including of a stock option granted to managers or employees as part of their remuneration package, and the disposal of shares stemming from the exercise of a stock option;

c) entering into or exercise of equity swaps;

e) entering into a contract for difference on a financial instrument of the concerned issuer or on emission allowances or auction products based thereon;

f) acquisition, disposal or exercise of rights, including put and call options, and warrants;

h) transactions in derivatives and financial instruments linked to a debt instrument of the concerned issuer, including credit default swaps;

<u>Warning</u>: Pending the adoption of the domestic legislative and regulatory provisions implementing MAR through the amendments of the Consolidated Law on Finance and the Issuer Regulation which may exercise the faculty



3. ARTICLE 3 DISCLOSURE OBLIGATIONS - TERMS AND REPORTING PROCEDURE

- 3.1 The Relevant Persons and the Persons Closely Associated shall report to Consob and the Company the Transactions described under the above Article 2 within 3 (three) working days of the date of the Transaction.
- 3.2 The Company, in the person of the Designated Party, shall report to the Public in accordance with the procedure required by the Internal Dealing Regulations in force from time to time the information received from the Relevant Persons or the Persons Closely Associated without delay and within 3 (three) working days of the date of the Transaction. In order to ensure that the Company complies with the above term, the Relevant Persons and the Persons Closely Associated hereby undertake towards the Company to notify the Company in accordance with the provisions of paragraph 1 above within 2 (two) working days of the date of the Transaction.
- 3.3 The Relevant Persons and the Persons Closely Associated may avail of the Company for the reporting to Consob of the Transactions referred to in the above Article 2, by granting a dedicated mandate in compliance with the template attached hereto under Annex 1, which shall include all the information required thereby. In such an event, the Relevant Persons and the Persons Closely Associated shall notify the carried out Transactions within 2 (two) working days of the date of the Transaction, thus requesting the Company to disclose it to Consob. The Company, in the person of the Designated Party, shall report to Consob and the Public in accordance with the procedure required by the Internal Dealing Regulations in force from time to time without delay and within 3 (three) working days of the date of the Transaction.
- 3.4 Both the direct and indirect notifications to Consob and the public provided by this Article 3 of the Procedure shall be done using the template attached hereto under <u>Annex 2</u> (the "**Template**") in accordance with the procedures set forth under the Internal Dealing Regulations in force from time to time.
- 3.5 The Company shall publish all the communications provided for by this Article 3 of the Procedure on its website.

4. ARTICLE 4 DUTIES OF THE DESIGNATED PARTY

- 4.1 The Designated Party shall deliver a copy of this Procedure, either printed or on any other durable means, via certified e-mail (PEC), fax or registered letter with acknowledgment of receipt to the Relevant Persons, and shall notify in writing the Relevant Persons the obligations to which they are subject pursuant to the Internal Dealing Regulations.
- 4.2 The Designated Party shall retain a copy of the aforementioned notification, and shall be in charge of receiving, managing and disclosing to the public and Consob the information required by the Internal Dealing Regulations.

provided for by Article 19 of the MAR to increase the relevant threshold to EUR 20,000, the general threshold of EUR 5,000 provided for by Article 19 of the MAR shall be valid and shall apply.



- 4.3 The Designated Party shall provide to the parties concerned clarifications on the interpretation and means of applying the Procedure and shall monitor its correct and prompt application, proposing to the Board of Directors through the Chief Executive Officer of the Company any amendments and/or corrections that may become necessary or suitable from time to time.
- 4.4 The Designated Party shall draft and update the List, as well as retain all the communications received from the Relevant Persons and the Persons Closely Associated and sent to Consob and the public.

5. ARTICLE 5 ACCEPTANCE OF THE PROCEDURE AND COMMUNICATION OF THE TRANSACTIONS TO THE COMPANY

- 5.1 Each Relevant Party shall sign and return to the Designated Party via certified e-mail (PEC), fax or registered letter with acknowledgment of receipt the declaration in <u>Annex 3</u> upon receipt of the Procedure and shall undertake to comply with the provisions contained therein.
- 5.2 The Relevant Persons and the Persons Closely Associated shall notify to Consob and the Company the carried out Transactions using the Template, which must be sent through electronic means conforming to those indicated by Consob and ensuring that completeness, integrity and confidentiality of the information are maintained during the transmission and the source of the transmitted information is guaranteed.
- 5.3 The Company, through the Designated Party, shall provide the Relevant Persons and the Persons Closely Associated a prompt confirmation of receipt of the notification.

6. ARTICLE 6 CLOSED PERIODS

- 6.1 The Relevant Persons are prohibited from conducting any Transactions on their own account or for the account of third parties, directly or indirectly, relating to Notes, derivative financial instruments or other financial instruments linked to them during a closed period of 30 (thirty) days prior to the announcement of the year-end financial statements or interim financial reports which the Company is obliged to make public according to the national law in force from time to time or to the ExtraMOT Market rules (the "Closed Periods").
- 6.2 The Board of Directors (or, in case of urgency, of the delegated Director of the Company appointed by the Board of Directors in relation to the Procedure) is entitled to identify additional periods or circumstances in which the conduction of Transactions by the Relevant Persons must be subject to limitations or prohibitions, in which case the Relevant Persons and the Designated Party shall be promptly informed of that decision, and authorize the Relevant Persons to trade on their own behalf or for the account of third parties during the Closed Periods (i) on a case-by-case due to the existence of exceptional circumstances, such as severe financial difficulty, which require the immediate sale of the



Notes⁶, or (ii) due to the characteristics of the trading involved for transactions made under, or related to, an employee share or saving scheme, qualification or entitlement of shares, or transactions where the beneficial interest in the relevant security does not change⁷, in any case within the limits and according to the conditions provided for by the Internal Dealing Regulations⁸ and the other legislative and regulatory provisions in force from time to time.

7. ARTICLE 7 OBLIGATIONS OF THE RELEVANT PERSONS AND SANCTIONS

- 7.1 The Relevant Persons shall be obliged to notify in writing the Persons Closely Associated of the obligations they are required to comply with pursuant to this Procedure and the Internal Dealing Regulations. The Relevant Persons shall keep a copy of such a notification and provide it to the Company, Consob or any other competent authority upon their request.
- 7.2 The failure to comply with the obligations and prohibitions provided for by this Procedure shall entail the liabilities set forth under the Internal Dealing Regulations and the other regulatory provisions in force from time to time.
- 7.3 The Company shall in in any case have the right to claim for any damage and/or liability that may derive from the behavior of Relevant Persons, as well as for the that of the Persons Closely Associated, in breach of this Procedure.

In the circumstances set out in Article 19(12)(a) of the MAR and Article 6.2. (i) of the Procedure, prior to any trading during the Closed Period, a Relevant Party shall provide a reasoned written request to the Company for obtaining the Company's permission to proceed with immediate sale of Notes during the Closed Period. The written request shall describe the envisaged transaction and provide an explanation of why the sale of Notes is the only reasonable alternative to obtain the necessary financing.

When deciding whether to grant permission to proceed with immediate sale of its Notes during a Closed Period, the Company shall make a case-by-case assessment of the written request by the Relevant Party. The Company shall have the right to permit the immediate sale of Notes only when the circumstances for such transactions may be deemed exceptional.

Circumstances shall be considered to be exceptional when they are extremely urgent, unforeseen and compelling and where their cause is external to the Relevant Party and the Relevant Party has no control over them.

When examining whether the circumstances described in the written request are exceptional, the Company shall take into account, among other indicators, whether and to the extent to which the Relevant Party:

- a. is at the moment of submitting its request facing a legally enforceable financial commitment or claim;
- b. has to fulfill or is in a situation entered into before the beginning of the closed period and requiring the payment of sum to a third party, including tax liability, and cannot reasonably satisfy a financial commitment or claim by means other than immediate sale of Notes.
- In accordance with Article 9(1)(e) of Regulation 522/2016 and Article 6.2(ii) of the Procedure, the Company shall have the right to permit the Relevant Party to trade on its own account or for the account of a third party during a Closed Period, including but not limited to circumstances where:
 - e. the Relevant Party transfers or receives, directly or indirectly, Notes, provided that these financial instruments are transferred between two accounts of the Relevant Party and that such a transfer does not result in a change in price of financial instruments.
- 8 See Articles 7, 8 and 9 of Regulation 522/2016.

In accordance with Articles 7 and 8 of Regulation 522/2016, a Relevant Party shall have the right to conduct trading during a Closed Period as defined under Article 19(11) of the MAR and Article 6 of the Procedure provided that the following conditions are met:

a. one of the circumstances referred to in Article 19(12) of the MAR and Article 6.2 of the Procedure is met;

b. the Relevant Party is able to demonstrate that the particular transaction cannot be executed at another moment in time than during the Closed Period.



8. ARTICLE 8 AMENDMENTS TO THE PROCEDURE

- 8.1 The Procedure may be modified and/or supplemented by the Board of Directors following legislative or regulatory amendments or on the basis of the Company's experience in order to improve the standards of transparency towards the public.
- 8.2 The Designated Party shall promptly notify the Relevant Persons in writing of the amendments and/or supplements to the Procedure as described in this article, and shall obtain the acceptance of the amended Procedure in accordance with the provisions of Article 8.1 above, in the form and according to the indications of Article 5 above.

9. ARTICLE 9 PROCESSING OF PERSONAL DATA

- 9.1 The personal data of Relevant Persons and Persons Closely Associated shall be processed for the purpose of fulfilling the obligations required by the Procedure and the Internal Dealing Regulations.
- 9.2 The provision of said data by the Relevant Persons and the Persons Closely Associated is mandatory in order to fulfill the obligations required by the Procedure and the Internal Dealing Regulations.
- 9.3 In accordance with legislative decree of 30 June 2003, No. 196, concerning the protection of personal data, the Relevant Persons and the Persons Closely Associated only communicate the data that is necessary for the fulfillment of the specific purposes they are required for and communicated, in accordance with the limits that are strictly relevant to the obligations, purposes or tasks specified above.
- 9.4 The data as described in this article are stored for the period that is necessary for the purposes for which they have been received.



ANNEX 1

I, the undersigned
in my capacity as ["Relevant Party"]/["Person Closely Associated"] on the basis of the internal dealing procedure adopted by Coesia S.p.A. (the definitions of which, unless otherwise provided, are understood to be referred to and applicable herewith in their entirety), being in said role required to meet the reporting obligations required by the Internal Dealing Regulations and Article 3 of the Procedure relating to the Transactions as per Article 2 of the Procedure itself, hereby
GRANT
- to Coesia S.p.A., in the person of the Designated Party, the mandate to carry out, on my behalf, the report to Consob of the Transactions carried out by myself.
To this end, I undertake to report said Transactions to the Designated Party, immediately and, in any case, within 2 (two) working days of the Transaction date.
(signature)
(date)



ANNEX 2

Template for notification and public disclosure of transactions by Relevant Persons and Persons Closely Associated⁹

1	Details of the person discharging managerial responsibilities/person closely associated				
a)	Name	[For natural persons: the first name and the last name(s).]			
		[For legal persons: full name including legal form as provided for in the register where it is incorporated, if applicable.]			
2	Reason for the notification				
a)	Position/status	[For persons discharging managerial responsibilities: the position occupied within the issuer, emission allowances market participant/auction platform/auctioneer/auction monitor should be indicated, e.g. CEO, CFO.]			
		[For persons closely associated,			
		 — An indication that the notification concerns a person closely associated with a person discharging managerial responsibilities; 			
		— Name and position of the relevant person discharging managerial responsibilities.]			
b)	Initial notification/ Amendment				
3	Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor				
a)	Name	[Full name of the entity.]			
b)	LEI [Legal Entity Identifier code in accordance with ISO 17442 LEI code.]				
4	Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted				
a)	Description of the financial instrument, type of instrument Identification code	[— Indication as to the nature of the instrument:			
		 a share, a debt instrument, a derivative or a financial instrument linked to a share or a debt instrument; 			
		 an emission allowance, an auction product based on an emission allowance or a derivative relating to an emission allowance. 			
		— Instrument identification code as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the Europear Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.]			
b)	Nature of the transaction type using, where applicable, the transaction identified in Article 10 of the Commission Delegated R (EU) 2016/522(1) adopted under Article 19(14) of Regulation (EU) No.				

⁹ The Template conforms to that attached as Annex of Regulation 523/2016.



		or a specific example set out in Article 19(7) of Regulation (EU) No 596/2014. Pursuant to Article 19(6)(e) of Regulation (EU) No 596/2014, it shall be indicated whether the transaction is linked to the exercise of a share option program]		
c)	Price(s) and volume(s)	Price(s)	Volume(s)	
		[Where more than one transaction of the same nature (purchases, sales, lendings, borrows,) on the same financial instrument or emission allowance are executed on the same day and on the same place of transaction, prices and volumes of these transactions shall be reported in this field, in a two columns form as presented above, inserting as many lines as needed.		
		Using the data standards for price and quantity, including where applicable the price currency and the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.]		
d)	Aggregated	[The volumes of multiple transactions at	re aggregated when these transactions:	
	information — Aggregated volume — Price	— relate to the same financial instrument or emission allowance;		
		— are of the same nature;		
— are executed on the same day; and				
		— are executed on the same place of transaction;		
		Using the data standard for quantity, including where applicable the quacurrency, as defined under Commission Delegated Regulation supplemer Regulation (EU) No 600/2014 of the European Parliament and of the Couwith regard to regulatory technical standards for the reporting of transaction competent authorities adopted under Article 26 of Regulation (EU) 600/2014.]		
		[Price information:		
		— In case of a single transaction, the pi	rice of the single transaction;	
		 In case the volumes of multiple transactions are aggregated average price of the aggregated transactions. 		
		as defined under Commission Delegate (EU) No 600/2014 of the European Par	ding where applicable the price currency, ed Regulation supplementing Regulation liament and of the Council with regard to reporting of transactions to competent Regulation (EU) No 600/2014.]	
е)	Date of the transaction	[Date of the particular day of execution of the notified transaction. Using the ISO 8601 date format: YYYY-MM-DD; UTC time.]		
f)	Place of the transaction	or the organized trading platform outs was executed as defined under supplementing Regulation (EU) No 600, the Council with regard to regulatory transactions to competent authorities (EU) No 600/2014, or	rading venue, the systematic internalizer side of the Union where the transaction Commission Delegated Regulation /2014 of the European Parliament and of technical standards for the reporting of adopted under Article 26 of Regulation in any of the above mentioned venues,	
		please mention "outside a trading venue		



ANNEX 3

I, the undersigned
 having acknowledged that I have been included amongst the "Relevant Persons" on the basis of the Internal Dealing Procedure adopted by Coesia S.p.A. (the definitions of which, unless otherwise provided, are understood to be referred to and applicable herewith in their entirety);
- confirming that I have received, read and understood the Procedure;
- being aware of the obligations required by the Internal Dealing Regulations; hereby
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 to duly apply and comply with the terms of the Procedure, the Internal Dealing Regulations and any other law and regulatory provisions in force from time to time;
 to notify in writing to the "Persons Closely Associated" as defined under the Procedure, the obligations they must comply with pursuant to the Procedure, the Internal Dealing Regulations as well as the other law and regulatory provisions in force from time to time, and to retain a copy of such a notification, thus providing it either to the Company, Consobor or any other competent authority upon their request; for the purpose of the drafting and updating of the List as provided for under Article 1.4. of the Procedure, to notify to the Designated Party within 3 (three) working days of this declaration date the identification data of the Persons Closely Associated, thus also undertaking to notify to the Designated Party any change with respect to the data provided in relation to the undersigned and the Persons Closely Associated without delay or upon request of the Designated Party.
(signature)
In accordance with the applicable legislation regarding the protection of personal data, I provide my irrevocable consent for the processing of my personal data in order to allow the fulfillment of the procedures required by the primary and secondary legislation.
(signature)
(date)