Articles of Association

CHAPTER I
NAME - REGISTERED OFFICES - PURPOSE - TERM - DOMICILE AND NOTICES - BONDS AND LOANS OF SHAREHOLDERS, AND ASSIGNED ASSETS

1. COMPANY NAME

A joint-stock company is incorporated under the name of

"*Kedrion S.p.A*."

2. REGISTERED OFFICES

2.1. The Company has registered offices in Barga (Lucca).

2.2. The Company may establish and close secondary offices, branches, representative offices and agencies in Italy and abroad.

3. PURPOSE

3.1. The Company engages in the following activities, including through its subsidiaries:

(a) research, development, production, purchase, sale and marketing in all forms of biological, chemical and chemical-pharmaceutical products, analytical instruments and, more generally, all products used for the prevention, diagnosis and treatment of diseases and to maintain the health and well-being of humans and animals, such as, but not limited to: serums, vaccines, plasma, blood products, pharmaceuticals, food and nutritional products, cosmetics, diagnostic and instrumental devices for analyses, medico-surgical instruments, pharmaceutics, and equipment and materials for sanitary use;

(b) purchase and sale as a wholesaler, and processing and transport, on behalf of third parties, of the products listed above;

(c) provision of intellectual services, and technical and administrative service manuals for companies, expressly excluding all activities which by law are reserved to professionals enrolled in special registers and or for which the exercise of activity is not permitted in the form of joint-stock companies.

3.2. The Company may also engage in the following activities:

(a) the acquisition and transfer of equity investments and ownership interests in companies or legal entities which have been established or are being established, in Italy and abroad, not necessarily having a similar purpose to or connected with the provisions of Paragraph 3.1 above, provided that, for the size and purpose of the investment, the aforementioned corporate purpose is not substantially modified;

(b) participation in or membership of consortia, foundations and associations, including those not recognised as operating in the field of scientific research or in other sectors if the participation or membership is deemed necessary or appropriate by the governing board.

3.3. For achieving the corporate purpose in Italy and abroad the Company may also:

(a) acquire and grant representation arrangements and deposits, competing for contracts, supplies and tenders of public and private entities;

(b) buy, sell, exchange and lease science laboratories, and stable healthcare facilities in general;

(c) purchase and sell patents, formulas, technologies, and intellectual property in general, and acquire and grant licenses;

(d) implement any commercial, industrial, financial, securities and real estate transactions that the Administrative Bodyconsiders to be in the Company's best interest; grant and receive loans, loan sureties and endorsements to and on behalf of third parties; establish pledges and grant mortgages against company assets in order to guarantee obligations to third parties including subsidiaries or affiliates, directly or indirectly, for the sole objective of implementing the corporate purpose, however not in relation to the public, and without collecting savings from or the provision of credit to the public, in accordance with the law.

3.4. In any case, the Company is specifically prohibited from providing professional investment services to the public in accordance with the law, or any other business restricted by existing law to companies enrolled in professional registers or otherwise subject by law to special permissions or authorisations.

4. TERM

4.1. The Company has been established for a period ending 31 December two thousand and sixty (31.12.2060).

4.2. No right of withdrawal will be granted to Shareholders who have not agreed to approve the resolutions regarding the extension of the duration of the Company.

5. DOMICILE AND NOTICES

5.1. The domicile of the Shareholders, Directors, Statutory Auditors and the independent auditor of the accounts, if appointed, in respect of their relationships with the Company and between them, is as shown in the company register, and the fax numbers and e-mail addresses relating to the above persons must be detailed therein.

5.2. Any changes to these contact details must be notified in writing by the relevant person to the Company and said changes shall be entered in the company register.

5.3. All notices regarding relations between shareholders and the Company, or relations between the shareholders themselves, must be sent to the address listed in the company register, by registered mail or by fax with return receipt, express courier or, alternatively by certified email (*PEC*).

6. BONDS, SHAREHOLDERS' LOANS, DEDICATED ASSETS AND PARTICIPATING SECURITY INSTRUMENTS

6.1. Non-convertible bonds, under the conditions and within the limits required by law, may be issued by the decision of the governing board.

6.2. In compliance with existing rules on collecting funds from shareholders, the Company may receive share capital contributions or non-repayable grants from the Shareholders or may enter into financing agreements with repayment obligations to the Shareholders, including without payment of interest, or may receive funds from Shareholders on other grounds, always with a repayment obligation.

6.3. By resolution to be adopted by Shareholders at the Extraordinary General Meeting, the Company may be allocated assets for a specific activity or investment, in accordance with Articles 2447-bis et. seq. of the Italian Civil Code.

6.4. The company, with a resolution to be adopted by the Extraordinary General Meeting of the Shareholders, with the majorities provided for in the Articles of Association, against contributions, from shareholders or third parties, other than contributions to the share capital, may issue participating security instruments embodied with property rights or even

administrative rights, excluding the right to vote in the general meeting of Shareholders, pursuant to article 2346, paragraph 6, of the Italian Civil Code.
The Shareholders' meeting that approves the issuance may provide for special rules regarding the conditions for exercising the rights granted, the possibility of transfer and any causes of forfeiture or redemption.

7. DEFINITIONS

7.1 For the purposes of these Articles of Association:

"Authorised Transfers": means:

(1) Transfers consisting of: (A) the collateralisation of the Shares in favour of banks or other credit institutions that grant loans to the Company or to its Subsidiaries; and (B) the Transfer of the Shares following the enforcement of the collateral referred to in letter (A);

(2) the Transfers of the Shares held by Majority Shareholder A if the pledge issued by Majority Shareholder A on said shares in favour of Banca IMI S.p.A., Mediobanca – Banca di Credito Finanziario S.p.A. and Naxitis S.A. as collateral for the loan issued by virtue of the loan agreement signed on 7 August 2015, as amended on 2 August 2019 (the "**2015 Loan**"), is enforced;

(3) the Transfers consisting of: (A) the collateralisation of the Shares of Majority Shareholder A in favour of banks or other financial institutions for a refinancing transaction of the loan issued by virtue of the 2015 Loan; and (B) the Transfer of the Shares following the enforcement of the collateral referred to in letter (A);

(4) the Transfers of the Shares held by Majority Shareholder A in the performance of instructions to sell with representation that may have been issued in favour of banks or other credit institutions within the context of the 2015 Loan, as amended from time to time, as well as the possible refinancing of the latter, upon the occurrence of the cases provided for in the related financial documentation;

(5) the Transfers of Shares consequent to a possible merger between Majority Shareholder A and the company that Controls it;

(6) the Transfers of Shares that occur due to the purchase of own shares authorised by the shareholders' meeting of the Company under Article 15.2(a);

(7) Transfers made by each Shareholder, in favour of a limited company (the "**Authorised Transferee**") that: (i) in the case where the transferor is Majority Shareholder B, is directly or indirectly controlled by Cassa Depositi e Prestiti S.p.A.; or (ii) in the case where the Transferor is a party other than Majority Shareholder B, is fully owned by, or holds a total equity investment in, or is fully owned by a company fully owned by the Transferor, under the condition that said Transfers are expressly regulated in writing: (i) in the case where the Transferor is Majority Shareholder B, upon the loss, on the part of the Authorised Transferee, of the qualification as a limited company directly or indirectly controlled by Cassa Depositi e Prestiti S.p.A.; or (ii) in the case where the Transferor is a party other than Majority Shareholder B, upon the loss, by the Authorised Transferee of the qualification as a limited company that is fully owned by, or that holds a total equity investment in, or is fully owned by a company fully owned by the Transferor;

"Business Plan": means the Company's business plan, which was approved by the Board of Directors on 11 July 2018;

"Change in the Stake of Majority Shareholder A": means the circumstance – caused by any event or series of events – whereby the Relevant Family Members cease to be, for any reason, even indirectly through fiduciary custody, joint holders of a stake equal to the entire share capital of Majority

Shareholder A and 100% of the voting rights that may be expressed in the ordinary and extraordinary shareholders' meeting of Majority Shareholder A, with the exception of the following transfers:

(i) transfers upon death;

(ii) the Transfers consisting of: (A) the collateralisation of the Shares of Majority Shareholder A in favour of banks or other credit institutions that grant loans to the Company or to its Subsidiaries; and (B) the Transfer of the Shares of Majority Shareholder A following the enforcement of the collateral referred to in letter (A);

(iii) the Transfers of shares owned by the Parent Company of Majority Shareholder A if the pledge issued by the Parent Company on said shares in favour of Banca IMI S.p.A., Mediobanca – Banca di Credito Finanziario S.p.A. and Naxitis S.A. as collateral for the loan issued by virtue of the loan agreement signed on 7 August 2015, as amended on 2 August 2019 (the "**2015 Loan**"), is enforced;

(iv) the Transfers consisting of: (A) the collateralisation of the Shares of Majority Shareholder A belonging to the Parent Company in favour of banks or other financial institutions for a refinancing transaction of the loan issued by virtue of the 2015 Loan; and (B) the Transfer of shares representative of Majority Shareholder A following the enforcement of the collateral referred to in letter (A);

(v) the Transfers of the Shares of Majority Shareholder A owned by the Parent Company in the performance of instructions to sell with representation that may have been issued in favour of banks or other credit institutions within the context of the 2015 Loan, as amended from time to time, as well as the possible refinancing of the latter, upon the occurrence of the cases provided for in the related financial documentation;

(vi) the Transfers made by each Relevant Family Member to another Relevant Family Member of the shares held in the company that Controls Majority Shareholder A.

"Controls": means the matter referred to in article 2359, first and second paragraphs, of the Italian Civil Code and the terms "**Controlling**", "**Controlled**" and the verb "**to Control**" shall have a meaning consistent with the definition of "Control".

"Encumbrances": means the pledges, usufruct rights, foreclosures, seizures, pre-emption rights, options, burdens, gratuitous loans, general and special privileges, third-party claims of any kind, redemption rights in favour of third parties under art.1500 of the Italian Civil Code, and any other constraint, burden or encumbrance (in rem or personal);

"Expert": means one of one or several leading international investment banks, chosen by common accord by the Shareholders on a case-to-base basis indicated in these Articles of Association (the "**Interested Parties**") or, if the Interested Parties are unable to reach an agreement within 10 days from the date of request of one of the Interested parties to identify the expert by common accord or the company chosen by the Interested Parties does not intend to accept the appointment, the Expert will be chosen by the President of the Court of Milan from among the aforesaid leading international investment banks upon the request of the more diligent Interested Party, where it is clearly understood that: (i) the Expert will act as a third-party expert on an equitable basis in accordance with articles 1349 and 1473 of the Italian Civil Code, and will not act as an arbitrator unless strictly required to do so in order to reach the decisions contemplated herein; (ii) the Expert will allow the Interested Parties to express their reasons, observations, remarks and objections to an extent appropriate to ensure a proper debate; (iii) the Expert will justify its reasons; (iv) the Expert, upon undertaking an appropriate obligation of confidentiality, will have access to the books and accounting records of the Company and its subsidiaries and their management; (v) the decisions of the Expert will be final and binding on the Interested Parties and cannot be appealed, except in the case of a manifest error; and (vi) the costs for the services of the Expert will be borne by the Interested Parties in proportion to their respective shareholdings in the capital of the Company;

"Fair Market Value": means the consideration for the Stakes being assessed, which a third party would pay in good faith in a transaction at market value, determined in compliance with the appropriate

methods applicable within the context of transactions of the same kind by companies operating in the same sector or in similar sectors, where it is clearly understood that in the determination of the Fair Market Value no minority discount or majority bonus is to be taken into account (and therefore the Fair Market Value will be calculated as a percentage of value attributed to 100% of the Shares in circulation equal to the percentage of the capital represented by the Shares being valued). If the Shareholders interested each individual time in the definition of the Fair Market Value under these Articles of Association (the "**Interested Parties**") fail to establish said Fair Market Value by common accord within 20 calendar days from the date of request made by one of the Interested Parties to the other Interested Parties to define the Fair Market Value by common accord, the Fair Market Value will be determined by an Expert;

"IRR": has the meaning stated in Annex A;

"Listing": means the listing of the Shares on a share market managed by Borsa Italiana S.p.A. and /or another market regulated by the European Union of the United States of America;

"Majority Shareholder A": means Shareholder A who, at any one time, holds more than 50% of Shares A in circulation;

"Majority Shareholder B": means Shareholder B who, at any one time, holds more than 50% of Shares B in circulation;

"Majority Shareholder C": means Shareholder C who, at any one time, holds more than 50% of Shares A in circulation;

"Minimum Evaluation": means:

(a) in the case of a Sales Procedure (including the Bilateral Sales Procedure) or Targeted Sale Procedure initiated by Majority Shareholder B or Majority Shareholder C, an evaluation for 100% of the Company Shares equal to the highest between: (i) an evaluation of 90% of the amount calculated by multiplying the Minimum Price per Share by the total number of Company Shares (without taking into account any own Shares); (ii) the evaluation that enables Majority Shareholder C to obtain, by selling its own Shares at a price per Share corresponding to this evaluation and taking into account any credits, where due, deriving from earn-in or earn-out agreements applicable on a case-to-case basis between Majority Shareholder A and Majority Shareholder C (the "**Earn-In**" and "**Earn-Out**" respectively), a Multiple equal or greater than 2 and an IRR equal or greater than 20%; and (iii) the Fair Market Value of 100% of the Company Shares; or

(b) in the case of a Sales Procedure or a Targeted Sale Procedure initiated by Majority Shareholder A, an evaluation for 100% of the Company Shares equal to the highest between: (i) the evaluation that enables Majority Shareholder C to obtain, by selling its own Shares at a price per Share corresponding to this evaluation and taking into account any Earn-ins or Earn-outs, where due, a Multiple equal or greater than 2 and an IRR equal or greater than 20% ; and (ii) the Fair Market Value of 100% of the Company Shares; or

(c) in the case of a Sales Procedure (including the Bilateral Sales Procedure) initiated after 15 November 2024, an evaluation for 100% of the Company Shares equal to the highest between: (i) an evaluation of 90% of the amount calculated by multiplying the Minimum Price per Share by the total number of Company Shares (without taking into account any own Shares); (ii) the evaluation that enables Majority Shareholder C to obtain, by selling its own Shares at a price per Share corresponding to this evaluation, the Fair Market Value of the Shares of Majority Shareholder C increased by 20% taking into account the possible Earn-In or Earn-Out, where due;

It is clearly understood that, in the case where the Final Offer obliges the sellers to issue other declarations and guarantees to the purchaser than those concerning the sole ownership of the Shares: (i) the evaluation proposed by the Potential Purchaser will be considered to be agreed at 5% less; and (ii) the sellers will undertake, vis-à-vis the Potential Purchaser, indemnity obligations for these

declarations and guarantees in proportion to the respective Shares. It is also understood that for the purposes of the calculation of the Minimum Evaluation:

(a) the amount that may have been definitively received by Majority Shareholder C in cash by way of indemnity under the investment agreement signed between, *inter alia*, Majority Shareholder C, Majority Shareholder A and the Company on 16 October 2019, will be counted;

(b) exclusively for the purposes of the calculation of the Minimum Evaluation, the total of the possible Earn-In and any indemnity paid to Majority Shareholder C under letter (a) above cannot under any circumstances exceed 50% of the Total Investment.

"Multiple": has the meaning stated in Annex B;

"Relevant Family Members": means Messrs. Paolo, Andrea and Maria Lina Marcucci;

"Shares": means the Company shares, belonging to any class;

"Stakes": means (i) the Shares in circulation at any time; (ii) the rights of option to subscribe to new Shares in the event of a capital increase and the rights of pre-emption to subscribe to the new Shares that remain unsubscribed; (iii) the bonds, warrants or other securities that can be converted into Shares; (iv) all other securities and/or rights that grant the owner the right to purchase or subscribe to Shares or securities that can be converted into Shares; (v) all other securities and/or rights concerning or related to the Shares or to the indications of previous points (i) to (iv); and (vi) any share, stake, security, part or right that is attributed due to the ownership of the indications in previous points (i) to (iv) (including, for example but not limited to: shares, stakes, securities, parts or rights received as a result of mergers, demergers, splits or transformations involving the Company);

"Related Parties": has the meaning referred to in article 3.1 (a) of the Regulations concerning provisions relating to Transactions with Related Parties adopted with CONSOB resolution no.17221 of 12 March 2010, as subsequently amended, notwithstanding that the following are not to be considered related parties (a) subsidiaries that are controlled 100% by the Company;, and/or (b) subsidiaries where the Company holds less than 100% of voting rights; and /or (c) with associated companies;on the condition that in hypothesis (b) and (c) the other shareholders are not related parties

"Sales Procedure": means, either: (i) a competitive procedure aimed at selling 100% of the Stakes in the Company to a third-party purchaser at the best possible price under subsequent Article 13 (the "**Competitive Sales Procedure**"); or (ii) only in the case in which the Sales Procedure is initiated by Majority Shareholder C and at the exclusive discretion of the latter, a bilateral negotiation for the sale of 100% of the Shares in the Company to a third-party purchaser (hereinafter, the "**Bilateral Sales Procedure**");

"Targeted Sale": means a sales procedure aimed at selling 100% of the Company Stakes under subsequent Article 13 to the party identified by name through a resolution passed by the board of directors of the Company (therein including the resolution of 15 November 2019) and recorded in the form of an excerpt in the shareholders register of the Company;

"Total Investment": has the meaning stated in Annex A;

"Transfer": means: (i) any agreement of sale, be it universal or specific, free of charge or for a consideration; and (ii) any act, agreement or contract of sale, be it universal or specific, free of charge or for a consideration – therein including, without limitation, sales, trade-ins, donations, the creation of separate portfolios, entrustments, company or capital fund contributions, offers of pledges, enforcement of collateral (including, without limitation, forced sales and forced assignments), establishment or transfers of usufruct or other provisions of securities or rights of usage, securities loans, mergers and demergers, preliminary agreements, fiduciary transfers, options and contracts with deferred execution – by virtue of which the transfer or the establishment (or the obligation to transfer or to establish), directly or indirectly, of the property or any other personal right or right in rem (including usufruct, bare ownership and pledge) is achieved. It is understood that any transfer upon death will not constitute a case of "Transfer" under these Articles of Association. A meaning consistent with that of Transfer is attributed to the term "to Transfer";

"Working Day": means each calendar day (with the exclusion of Saturdays and Sundays) on which ordinary credit institutions are usually open in Milan;

7.2 The terms defined in singular form shall have the same meaning when used also in plural form, or vice-versa, where required by the context.

CHAPTER II
SHARE CAPITAL - SHARE CLASSES - SHARE CONVERSION

8. CAPITAL

8.1 The share capital amounts to EUR 60,453,901.00 (sixty million four hundred and fifty-three thousand nine hundred one/00), divided into 60,453,901 (sixty million four hundred and fifty-three thousand nine hundred one) shares with no expressed par value, fully subscribed and paid up.
On 11 November 2020 the Extraordinary General Meeting of the Shareholders of the company approved the issuance pursuant to and for the purposes of article 2346, paragraph 6, of the Italian Civil Code, of a participating security instrument called SFP with a nominal value of € 1,000,000.00 (one million) governed by the relevant Regulations enclosed to these Articles of Association under item C to form an integral and substantial part thereof, intended for the exclusive subscription by Mr Gene Val Romberg: said regulations expressly provides that, in the event of listing of the company on a Stock Market managed by Borsa Italiana S.p.A and / or other markets regulated by the European Union or the United States of America, the holder of the SFP will be entitled, subject to the exceptions referred to in the said Regulations, to conversion into converted shares of the company, of a new class to be called "D", with no par value, without prejudice therefore to the amount of the share capital and with a simultaneous decrease in the accounting par value of the outstanding shares, all with the exclusion of the pre-emption rights referred to in art. 2441, paragraph 5, of the Italian Civil Code and within the limits, according to the methods and characteristics of the share class described in paragraph 10.3 and according to the conversion ratio indicated in Annex "B" of the aforementioned regulations, annexed to these Articles of Association under item "C".
The share capital may be increased, also through the contribution of assets in kind, in compliance with the provisions of the law and of these Articles of Association with a resolution of the Shareholders' meeting.

8.2 The Shares are registered securities.

8.3 Where required by mandatory standards, the Company may adopt different techniques of representation, legitimacy and movement provided by the regulations in force.

8.4 The Shares are indivisible and therefore, in case of co-ownership, a common representative must be appointed.

8.5 Payment for Shares must be executed as required by law by Shareholders in accordance with the procedure and under the terms established by the governing board.

9. SHARE CLASSES AND CONVERSION

9.1 Notwithstanding the provisions of Paragraph 9.2, Shares representing the share capital are divided into:

(a) 33,461,158 class "A" Shares, registered to the persons identified by name in the shareholders' register (and their successors and assignees) and are granted, in addition to any other rights they are entitled to by law, the powers attributed to them in accordance with these Articles of Association, (hereinafter the "**A Shares**" and the shareholders owning A Shares, hereinafter the "**A Shareholders**" and each one, the "**A Shareholder**");

(b) 15,150,192 class "B" Shares, registered to the persons identified by name in the shareholders' register (and their successors and assignees), and are granted, in addition to any other rights they are entitled to by law, the powers attributed to them in accordance with these Articles of Association, (hereinafter the "**B Shares**" and the shareholders of B Shares, hereinafter the "**B Shareholders**");

(c) 11,842,551 class "C" Shares, registered to the persons identified by name in the shareholders' register (and their successors and assignees), and are granted, in addition to any other rights they are entitled to by law, the powers attributed to them in accordance with these Articles of Association, (hereinafter the "**C Shares**" and together with the A Shares and B Shares, hereinafter the "**Shares**" and the shareholders of C Shares, hereinafter the "**C Shareholders**", and hereinafter the A Shareholders and B Shareholders, hereinafter the "**Shareholders**");

9.2 In the event that, in accordance with the provisions of these Articles of Association, Shares of one class are transferred to benefit shareholders owning Shares of a different class, the shares being transferred, immediately after the purchase by the purchasing shareholder, shall automatically be converted into Shares of the same class as those already held by said Purchasing Shareholder at a ratio of 1:1.

10. CORPORATE ACTIONS FOR SHARE CONVERSION

In the cases referred to in Paragraph 9.2, the acting Chairperson of the Board of Directors shall, upon the entry of a transfer in the shareholders' register pursuant to Article 2355 of the Italian Civil Code, note the conversion of the shares that were transferred in the shareholders' register, and shall cancel the relevant share certificates, with the simultaneous issuance of a new certificate representing the same number of shares of the class to which the transfer of shares is converted.

CHAPTER III
TRANSFER OF COMPANY SHARES

Each rule under Chapter III is applicable, unless otherwise agreed unanimously by the shareholders.

SECTION I
RESTRICTIONS ON THE TRANSFER OF COMPANY SHARES

11. RESTRICTIONS ON TRANSFER

11.1 Without prejudice to the provisions of the following Article 13, and unless unanimously agreed by all the Shareholders and with the exception of Authorised Transfers, until 31 December 2022 (hereinafter, the "**Lock-Up Period**"), the Shareholders are prohibited from implementing and/or agreeing upon and/or negotiating Transfers of the Stakes held by them.

11.2 After the expiry of the Lock-Up Period, the Shareholders can implement Transfers of Stakes only if the latter: (i) occurs within the context of the Transfer of the Shares representing the entire share capital of the Company to third parties; or (ii) are transferred to Majority Shareholder A within the context of the provisions set out in following paragraph 13.4; or (iii) are Authorised Transfers.

12. RIGHT OF WITHDRAWAL IN THE EVENT OF A CHANGE IN THE STAKE OF MAJORITY SHAREHOLDER A

If: (i) there is a Change in the Stake of Majority Shareholder A that is not consequent to an Authorised Transfer; or (ii) Majority Shareholder A fails to provide reasonable proof that there has been a Change in his/her Stake that is consequent to an Authorised Transfer within 20 (twenty) Calendar Days from the receipt of a written request from Majority Shareholder B or Majority Shareholder C and this default is not remedied within the time limit of 15 days from the

receipt of a formal notice (subsequent to the expiry of the time limit of 20 (twenty) Calendar Days), Shareholder B and Shareholder C will each have the right separately – to be exercised using the methods set out in following Article 30 – to withdraw from the Company, or, if chosen by Shareholder B or Shareholder C in question, to obtain the maximization value of their respective Stakes by selling the latter to Majority Shareholder A, who, in the event of the exercising of this right, will be obliged to buy them. In both cases, the provisions laid down in articles 2437-*ter* and 2437-*quater* of the Italian Civil Code will be applicable, where compatible, and it is clearly understood that in the event of the exercising of the right of sale to Majority Shareholder A, the latter in any case will be obliged to purchase the Shares and the purchase must be completed within 20 Working Days from the final determination of the Share liquidation value. In the case referred to in previous point (i), the exercising of the right of withdrawal will conditioned by the fact that, within the 30 days following the exercising of the right of withdrawal, the prior situation is restored upon the occurrence of the Change in the Stake of Majority Shareholder A (with therefore the restoring of the situation whereby the share capital and the voting rights of Majority Shareholder A are fully held, directly or indirectly, only by the Relevant Family Members). In the event of the exercising of the right of withdrawal or sale of the Stakes to Majority Shareholder A under this Article 12, the Share liquidation value for which the right of withdrawal or sale of the Stakes to Majority Shareholder A, has been exercised will be determined to be the higher between the following amounts: (i) the Fair Market Value increased by 50%; and (ii) the proportion of the value of the Company underlying the transaction that has caused the Change in the Stake of Majority Shareholder A increased by 50%.

SECTION II
TRANSFER OF COMPANY SHARES

13 SALES PROCEDURE

13.1 The initiation of the Sales Procedure or Targeted Sale Procedure will be regulated as follows:

(a) starting from 15 November 2020 (hereinafter, the "**Exit Initiation Date**"), Majority Shareholder A will be entitled to initiate the Sales Procedure, by sending a written request to the other Shareholders (hereinafter, the "**Procedure Initiation Notification**"); in the case where Majority Shareholder A sends the Procedure Initiation Notification prior to the expiry of the Lock-Up Period, within ten Working Days from the receipt of said notification, Majority Shareholder C will be entitled to request the postponement of the Sales Procedure for a maximum period of nine months and, in this case, the Sales Procedure will be initiated upon the expiry of the deferral requested by Majority Shareholder C;

(b) starting from the Exit Initiation Date and only until the expiry of the Lock-Up Period, Majority Shareholder B, Majority Shareholder C and Majority Shareholder A will each be entitled to initiate the Targeted Sale, by sending the other Shareholders a written request (hereinafter, the "**Limited Initiation Notification**"); in the case where Majority Shareholder B or Majority Shareholder A sends the Limited Initiation Notification prior to the expiry of the Lock-Up Period, within ten Working Days from the receipt of said notification, Majority Shareholder C will be entitled to request the postponement of the Targeted Sale for a maximum period of nine months and, in this case, the Targeted Sale will be initiated upon the expiry of the deferral requested by Majority Shareholder C; binding agreements concerning the Targeted Sale must be signed within four months from its initiation;

(c) starting from the expiry of the Lock-Up Period, Majority Shareholder A, Majority Shareholder B and Majority Shareholder C will each be entitled to initiate the Sales Procedure, by sending the other Shareholders a written request (hereinafter, also in this case, the "**Procedure Initiation Notification**"), where it is clearly understood that, until a Targeted Sale is closed, in relation to which binding agreements have already been signed, no Procedure Initiation Notification can be validly served by the Shareholders;

(d) the abovementioned Shareholders will be entitled to initiate the Sales Procedure or Targeted Sale Procedure under this Article 13 in compliance with the provisions herein, also on several occasions.

13.2 In the case where the Shareholder intending to initiate the Sales or Target Sale Procedure is Majority Shareholder B or Majority Shareholder C (hereinafter, the "**Transferor**"), said Transferor must send a written notification to Majority Shareholder A informing the latter of this intention (hereinafter, the "**Procedure Initiation Notice**"), with a copy, depending on the circumstances, to Majority Shareholder C or Majority Shareholder B. In the 30 calendar days subsequent to the receipt of the Procedure Initiation Notice, the Shareholders will start the preliminary and preparatory activities of the Sales Procedure or Targeted Sale Procedure, therein including the drafting of the information memorandum and due diligence activities. Upon the expiry of the aforesaid time limit of 30 calendar days, the Transferor, if he/she intends to proceed with the Sales Procedure or Targeted Sale Procedure and subject to consulting Majority Shareholder B or Majority Shareholder C, depending on the circumstances, must in good faith send Majority Shareholder A (with a copy, depending on the circumstances to Majority Shareholder C or Majority Shareholder B) a new written notification containing: (i) the confirmation of his/her intention to implement the Sales Procedure or the Targeted Sale Procedure subject to the non-acceptance on the part of Majority Shareholder A of the Sales Proposal; and (ii) a sales proposal to Majority Shareholder A for all the Shares held by Majority Shareholder B or Majority Shareholder C that is valid and cannot be revoked for a period of thirty Working Days from its receipt (hereinafter the "**Sales Proposal**"), where it is clearly understood that the Sales Proposal must: (a) indicate the price per Share determined by the Transferor (which cannot be lower than the price per share corresponding, until 15 November 2024, to the higher value between the Minimum Evaluation set out in points (a)(ii) and (a)(iii) of the definition of "Minimum Evaluation" and, after 15 November 2024, the Minimum Evaluation set out in point (c)(ii) of the definition of "Minimum Evaluation"), to be paid exclusively in cash, for the purchase of all and no less than all the Shares held by Majority Shareholder B and Majority Shareholder C (hereinafter, the "**Minimum Price per Share**"); and (ii) oblige Majority Shareholder B and Majority Shareholder C to issue only the declarations and guarantees concerning the ownership of their respective Stakes to Majority Shareholder A, with the exclusion of all other declarations and guarantees.

13.3 Within thirty Working Days from the receipt of the Sales Proposal (during which the preliminary and preparatory activities concerning the Sales Procedure or Targeted Sale Procedure are to be continued), Majority Shareholder A must inform Majority Shareholder B and Majority Shareholder C in writing of his/her intention to accept the Sales Proposal (where it is clearly understood that the non-communication within the aforesaid time limit will be tantamount to a refusal of the latter).

13.4 In the case where Majority Shareholder A accepts the Sales Proposal, the preliminary sales agreement for the Shares of Majority Shareholder B and Majority Shareholder C will be considered to be completed and consequently Majority Shareholder A, Majority Shareholder B and Majority Shareholder C will be mutually obliged to complete the sale of the aforesaid Shares, under the forms provided by law, within twenty Working Days from this date (on the day they have agreed on), where it is in any case understood that:

(a) the Shares of Majority Shareholder B and majority Shareholder C will be sold to Majority Shareholder A with normal rights;

(b) Majority Shareholder B and majority Shareholder C will issue only the declarations and guarantees concerning the ownership of their respective Stakes to Majority Shareholder A, whereas they will not issue any other declaration or guarantee to Majority Shareholder A;

(c) the price of the Shares of Majority Shareholder B and Majority Shareholder C will be equal to the Minimum Price per Share;

(d) the price of the Shares of Majority Shareholder B and Majority Shareholder C will be paid in full simultaneously to the completion of the sale of the aforesaid Shares, via the endorsement authenticated by a notary public of the securities representing the Shares;

(e) in the case where Majority Shareholder B and/or Majority Shareholder C have issued loans to the Company, Majority Shareholder A must purchase the related debts owed by the Company at the time of the sale of the Shares, at their nominal value plus accrued interest;

(f) the expenses and costs for the sale of the Shares of Majority Shareholder B and Majority Shareholder C, including notary fees (but excluding other professional fees) will be borne by Majority Shareholder A;

(g) Majority Shareholder A must undertake to pay Majority Shareholder B and Majority Shareholder C a supplement to the Minimum Price per Share, which will be due in the case where in the 24 months subsequent to the completion of the sale: (i) any extraordinary transaction is completed (with the exception of Authorised Transfers) involving at least one third party with regard to Shareholder A, the Relevant Family Members and/or Related Parties and that concerns the share capital of the Company (also indirectly via the transfer of Stakes to Shareholder A and/or to Authorised Transfers) and that expresses an implicit or explicit value of the aforesaid share capital of the Company (such as, for example, but without limitation, the Transfer – for a cash amount or an amount in kind – of stakes in the Company, a merger or demerger involving the Company or an increase in the Company's share capital); and (ii) this evaluation (hereinafter, the "**New Evaluation**") is higher than the one corresponding to the Minimum Price per Share; the supplement owed by Majority Shareholder A will be equal to an amount obtained by multiplying the number of Shares sold respectively by Majority Shareholder B and/or by Majority Shareholder C by the difference between the cost per Share corresponding to the New Evaluation and the Minimum Price per Share, and this amount must be paid by Majority Shareholder A to Majority Shareholder B and/or to Majority Shareholder C within ten Working Days from the completion of the aforesaid extraordinary transaction.

13.5 In the case where Majority Shareholder A does not accept the Sales Proposal or in the case where the Procedure Initiation Notification or Limited Initiation Notification is sent by Majority Shareholder A: Majority Shareholder A, Majority Shareholder B and Majority Shareholder C must immediately grant a joint mandate with a duration of twelve months to one (if Majority Shareholder A, Majority Shareholder B and Majority Shareholder C agree on limiting the number of Advisors to one) or two (or, in the case where the Procedure Initiation Notification is sent by Majority Shareholder B, three) advisors chosen from among the leading investment banks or consultancy firms specialising in mergers and acquisitions (hereinafter, jointly, the "**Advisors**"). Shareholder A, Majority Shareholder B and Majority Shareholder C will attempt to choose the individual Advisor or Advisors together, where it is clearly understood that, in the event of their non-agreement within ten Working Days from the expiry date of the deadline for accepting the Sales Proposal or, from the serving of the Procedure Initiation Notification by Majority Shareholder A, the Advisors will be chosen as follows: (i) in the case where the Procedure Initiation Notification is sent by Majority Shareholder A, one of the two Advisors will be chosen directly by Majority Shareholder A and the other Advisor will be chosen directly by Majority Shareholder C; (ii) in the case where the Transferor is Majority Shareholder C, one of the two Advisors will be chosen directly by Majority Shareholder C and the other Advisor will be chosen directly by Majority Shareholder A, if prior written consent is given by Majority Shareholder C with regard to the second potential Advisor. In the event that Majority Shareholder C does not give consent within 5 Working Days from the notification of the second potential Advisor, the second Advisor will be chosen by Majority Shareholder C from among three potential Advisors proposed by Majority Shareholder A with an indication of the related fees requested (which must in any case be in line with the market fees for similar transactions for advisors of equal standing and experience); (iii) in the case where the Transferor is Majority Shareholder B, one of the three Advisors will be chosen directly by Majority Shareholder C, the second of the three Advisors will be chosen directly by Majority Shareholder B and the last of the three Advisors will be chosen directly by Majority Shareholder A, if prior written consent is given by Majority Shareholder C with regard to the potential Advisor. In the event that Majority Shareholder C does not give consent within 5 Working Days from the notification of the third potential Advisor, the third Advisor will be chosen by Majority Shareholder C from among three potential Advisors proposed by Majority Shareholder A with an indication of the related fees requested (which must in any case be in line with the market fees for similar transactions for advisors of equal standing and experience). If one of the aforesaid Shareholders fails to comply with the obligation to grant a joint mandate to the Advisors, the other aforesaid Shareholders

will be entitled to grant the aforesaid mandate also in the name and on behalf of the defaulting Shareholder, granting each Shareholder the irrevocable mandate to the others, in accordance with and pursuant to art.1723, second paragraph, of the Italian Civil Code, to appoint the Advisors under the provisions of this paragraph 13.5.

13.6 In any event, the fee due to the Advisors will be borne by all the Shareholders and will be divided among them in proportion to their respective stakes in the Company at the time of the granting of the mandate. In the performance of the mandate, the Advisors will act according to the instructions received from an ad hoc committee set up within the board of directors of the Company and composed of a representative appointed by Majority Shareholder A, Majority Shareholder B and Majority Shareholder C from among the directors appointed by the aforesaid Shareholders (the "**Steering Committee**"), which will be the only coordination body during the execution phase of the Sales Procedure or Targeted Sale Procedure, with the goal of maximizing the value of the Company, where it is clearly understood that its indications and recommendations will not be binding on the Shareholders. The position of chairperson of the Steering Committee will be held by the representative appointed by Majority Shareholder C, who can appoint a secretary to facilitate the work of the committee.

13.7 The mandate of the Advisors will provide that the latter manage the Sales Procedure or the Targeted Sale Procedure – in the case of a Competitive Sales Procedure - in the search for a party that intends to purchase all the Shares (hereinafter the "**Potential Purchaser**") and pursuing the interest of all the Shareholders in all Sales Procedures or Targeted Sale Procedures. The following is clearly understood:

(a) subject to the signing of an adequate confidentiality agreement, the Shareholders will allow the Potential Purchasers selected by the Advisors within the context of the Competitive Sales Procedure or the potential purchaser with which the Bilateral Sales Procedure or Targeted Sale has been initiated, to conduct appropriate due diligence (additional activities compared to the due diligence that may have been carried out after the Procedure Initiation Notice has been sent) concerning the Company, its subsidiaries and their business, granting access to the related documentation and management, and they will cooperate in good faith in all activities connected to the sales procedure;

(b) the Advisors will provide the Steering Committee with a regular update (at least every two weeks) on the progress of the activities carried out, depending on the circumstances, of the Competitive Sales procedure, the Bilateral Sales Procedure or the Targeted Sale;

(c) the selection of the Potential Purchaser in the case of a Competitive Sales Procedure and the negotiations with the various Potential Purchasers within the context of the Competitive Sales Procedure or with the potential purchaser within the context of the Bilateral Sales Procedure or Targeted Sale will be carried out by the Steering Committee with the assistance of their respective consultants and Advisors;

(d) in both cases of a Sales Procedure and a Targeted Sale, the purchase price of the Shares must be made fully in cash and paid simultaneously to the sale of the Shares;

(e) the purchase offers of the Shares presented by the Potential Purchasers within the context of the Competitive Sales Procedure or by the potential purchaser within the context of the Bilateral Sales Procedure or Targeted Sale must provide for: (i) fair terms and conditions for all the Shareholders; and (ii) the indication of the main terms and conditions of the Shares purchase agreement (therein including the specific identification of the declarations and guarantees that must be issued by the Shareholders and the related indemnity obligations), which must be reflected in the final contractual documents that will regulate the purchase of the Shares. It is clearly understood that in any case the purchase offers cannot provide for the undertaking on the part of the sellers of indemnity obligations due to the breach of declarations and guarantees: (i) having a maximum amount (i.e. cap) exceeding 5% of equity value; and/or (ii) a duration that is incompatible with the duration of the FSI I" fund managed by Majority Shareholder C;

(f) in the case where the Shareholders have issued loans to the Company, the Share purchase offers presented by the Potential Purchasers within the context of the Competitive Sales

Procedure or by the potential purchaser within the context of the Bilateral Sales Procedure or Targeted Sale must provide for the offer to purchase, at the time of the sale of the Shares, the related operating loans and interest, at a price equal to their nominal value plus accrued interest, unless the refund thereof is provided for prior to this time;

(g) under no circumstances will the Shareholders be entitled to directly or indirectly present purchase proposals, including through subsidiary companies or investee companies or via a third party, or in any case be entitled to participate in any way as a Potential Purchaser in the case of a Competitive Sales Procedure or as a potential purchaser in the case of a Bilateral Sales Procedure;

(h) within the context of the negotiations regarding the Sales Procedure or the Targeted Sale, the Potential Purchasers in the case of a Competitive Sales Procedure or a potential purchaser in the case of a Bilateral Sales Procedure or Targeted Sale will be required to be willing to allow the Shareholders that wish to invest a part of the proceeds from the sales transaction in the Company or in the acquisition vehicle of the latter, by subscribing to a minority stake in it, to do so; the possible unwillingness of the Potential Purchaser in the case of a Competitive Sales Procedure or a potential purchaser in the case of a Bilateral Sales Procedure or Targeted Sale to allow this re-investment – as well as in the case where an agreement is not reached on the terms and conditions of the latter – will have no relevance for the purposes of the choice of the Final Offer in the case of a Competitive Sales Procedure, which will be identified only on the basis of the price offered for the purchase of the Shares, and will have no relevance for the purposes of the continuation and completion of the Bilateral Sales Procedure or Targeted Sale under the terms of these Articles of Association.

13.8 Upon the conclusion of the Competitive Sales Procedure, only in the case in which at least one purchase proposal for the purchase of all the Shares for an amount equal or more than the Minimum Evaluation is presented by the Potential Purchasers, Majority Shareholder A or Majority Shareholder B or Majority Shareholder C (in any case the "**Promoting Party**") may, at its unquestionable discretion, inform the other Shareholders in writing (hereinafter, the "**Notification of Acceptance**") of his/her intention to accept the purchase proposal for all the Shares presented by the Potential Purchaser that has offered the highest amount for the purchase of the Shares (hereinafter, the "**Final Offer**"). Upon the conclusion of the Bilateral Sales Procedure or Targeted Sale, only in the case where a purchase proposal for the purchase of all the Shares for an amount equal or more than the Minimum Evaluation is presented by the potential purchaser, can Majority Shareholder A or Majority Shareholder B or Majority Shareholder C (in any case the "**Promoting Party**"), at his/her unquestionable discretion, inform the other Shareholders in writing (hereinafter, also in this case, the "**Notification of Acceptance**") of his/her intention to accept the purchase proposal for all the Shares presented by the Potential Purchaser that has offered the highest amount for the purchase of the Shares (hereinafter, also in this case, the "**Final Offer**"). It is clearly understood that the Final Offer must in any case meet the requirements set out in points (d), (e), (f) and (g) of previous paragraph 13.7 and must no longer be negotiated. The Notification of Acceptance must reach the other Shareholders within thirty Working Days from the receipt of the Final Offer.

13.9 In the case where, upon the conclusion of the Bilateral Sales Procedure or Targeted Sale, the Promoting Party has sent the Notification of Acceptance to the other Shareholders, all the Shareholders will be mutually obliged to sell all their Shares to the potential purchaser that has presented the Final Offer, under the conditions indicated therein (hereinafter, the "**Joint Sale**").

13.10 In the case where, upon the conclusion of the Bilateral Sales Procedure or Targeted Sale, neither Majority Shareholder A, Majority Shareholder B nor Majority Shareholder C has sent the Notification of Acceptance to the other Shareholders (despite the presentation of offers with an equal or greater price than the Minimum Evaluation), or in the case where all the Potential Purchasers in a Competitive Sales Procedure or the potential purchaser in a Bilateral Sales Procedure or Targeted Sale have not presented offers with an equal or greater price than the Minimum Evaluation, the Shareholders will not proceed with the Joint Sale and Majority Shareholder A, Majority Shareholder B and Majority Shareholder C will be entitled to re-initiate the Sales Procedure or Targeted Sale under this Article 13.

13.11 Starting from 1 January 2023, Majority Shareholder A, Majority Shareholder B and Majority Shareholder C will be able to initiate a procedure aimed at achieving the Listing (the "**Listing Procedure**") only with the consent of all the Shareholders and together with the Sales Procedure. In this case, without prejudice to the prerogatives of the administrative body of the Company, the following provisions will be applicable:

(a) within 20 Working Days from the agreement to also initiate the Listing Procedure together with the Sales Procedure, the Company will appoint one, two or three global coordinators, chosen by applying mutatis mutandis the provisions of previous paragraph 13.5 (the "**Global Coordinators**"); the mandate assigned to the Global Coordinators will be negotiated by the Steering Committee;

(b) the Global Coordinators will be responsible for drafting and presenting a joint report (the "**Report**") to the Company and to the Shareholders. The Report must contain an indication of the expected value of the Company's capital when listed and the possible structure of the Listing transaction; for the purposes of facilitating the preparation of the Report, the Company will provide the Global Coordinators with the required documentation and information;

(c) the Listing Procedure will go ahead only in the case where the average evaluation indicated by the Global Coordinators in its Report is equal or greater than the Minimum Evaluation and, in this case, the Shareholders will ensure that all the activities for achieving the Listing are implemented according to best market practices, where it is clearly understood that the Listing Procedure may be interrupted by the joint decision of Majority Shareholder A, Majority Shareholder B and Majority Shareholder C;

(d) in the case where the Listing Procedure goes ahead in accordance with previous letter (c) until the possible Listing is achieved, Majority Shareholder A, Majority Shareholder B and Majority Shareholder C will jointly establish, with a binding decision on all the Shareholders, whether to accept the Final Offer presented by the Potential Purchaser upon the conclusion of a Competitive Sales Procedure or by the potential purchaser upon the conclusion of a Bilateral Sales Procedure or Targeted Sale or to proceed with the Listing, without prejudice to the Minimum Evaluation requirement.

CHAPTER IV
CORPORATE GOVERNANCE

SECTION I
SHAREHOLDERS' MEETING

14. SHAREHOLDERS' MEETING

14.1 The properly constituted General Shareholders' Meeting and its resolutions, adopted pursuant to the law and these Articles of Association, are binding on all the Shareholders.

14.2 The meeting can be ordinary or extraordinary pursuant to the applicable law.

14.3 The meeting must be convened by the Administrative Body at least once a year, within 120 days of the financial year-end or within 180 days if the Company is required to prepare consolidated financial statements or when specific needs relating to the structure and purpose of the Company so require. The Shareholders' Meeting may be convened by two directors with joint signature.

In the case provided by Article 2367 of the Italian Civil Code, the meeting shall be convened also by the Chairperson of the Board of Directors in compliance with said provisions and those set forth in these Articles of Association. In the case where the Chairperson of the Board of Directors fails to convene the meeting within three Working Days from the request of the Shareholder, two directors with joint signature may also convene the meeting.

14.4 Meetings shall be convened by notice sent at least 8 days before the first call, to all those entitled to the address information resulting from the shareholders' register and in compliance with the provisions of Article 5.

14.5 The Shareholders' Meeting may be convened the registered offices or elsewhere, provided that it takes place within Italy.

14.6 The notice of the meeting must state the place, date, time and the agenda and the meeting must be convened if necessary with a second call, should the first remain unattended.

14.7 Meetings that are not called in this way are still valid, if the entire share capital is represented, and if attended by the majority of the Administrative Body and the supervisory body. In this case, each of the attendees may object to discussing and voting on the issues on which they do not feel sufficiently informed.

14.8 All those who are entitled to vote may attend. Each shareholder has one vote for each share held.

14.9 Each shareholder entitled to attend the meeting may be represented by a third party by written proxy, pursuant to the applicable law.

14.10 Meetings may always be held by teleconference and videoconference, in compliance with the principles set out in Paragraph 19.7.

14.11 The Chairperson is responsible for verifying the right to attend the meeting.

The meeting shall be presided over by the Chairperson of the Board of Directors, or, if the Chairperson of the Board of Directors is not present at the place where the meeting is being held or is absent or unable to attend, by another person elected by those attending the meeting.

14.12 The general meeting shall be recorded in minutes signed by the Chairperson and Secretary.

In the cases provided by law and whenever the Chairperson considers it appropriate, the minutes shall be drawn up by a notary of his/her choice.

15. QUALIFIED MAJORITY

15.1 The Ordinary and Extraordinary Shareholders' Meeting adopts resolutions with the majority required pursuant to applicable law, without prejudice to the provisions of Paragraph 15.2.

The majority required pursuant to applicable law must in any case include the vote in favour of Shareholder A.

15.2 The majority vote of Majority Shareholder B and Majority Shareholder C is necessary, in both the first and in the subsequent summons of the shareholders' meeting, for resolutions related to:

(a) capital increases, with the exception of resolutions related to:

(x) capital increases that meet all the following requirements: (i) increases that have to be released in cash; (ii) increases that do not provide for the exclusion of the right of option of the Shareholders; (iii) increases that provide for a premium, the amount of which is declared adequate in relation to the Fair Market Value of the Company in a report drawn up by an expert chosen by the Board of Directors; and (iv) increases that aim to rebuild the company's share capital until it reaches its pre-existing amount in the case referred to in art. 2447 of the Italian Civil Code or increases that are necessary to remedy possible breaches of financial covenants provided for in medium to long-term loan agreements in force from time to time; and

(y) capital increases used in a share co-investment plan of the management and resolved upon so that the evaluation of the Company is at least equal to the evaluation of the Company at the time of entry into force of these Articles of Association;

(b) reduction in capital, with the exception of mandatory reductions under articles 2446 and 2447 of the Italian Civil Code;

(c) amendments to these Articles of Association other than increases or reductions in capital that do not fall within the cases stated in previous letters (a) and (b);

(d) distribution of reserves to the Shareholders;

(e) the purchase of Own Shares;

(f) the distribution of profits for the business year to the Shareholders that exceed 50% of the profits that can be distributed;

(g) transactions (mergers or demergers or transformations, with the exception of those that may be necessary to perform a Joint Sale;

(h) the issue of bonds, other debt securities or financial instruments;

(i) the process of listing the Company Shares on a regulated market;

(j) dissolution, liquidation, revocation of the state of liquidation, appointment and dismissal of liquidators.

SECTION II
MANAGEMENT

16. MANAGEMENT

16.1 The Company's management shall be entrusted to a Board of Directors consisting of between nine and eleven directors. These Directors will be appointed pursuant to the provisions of subsequent Article 17.

16.2 It is not mandatory for Directors to also be Shareholders. They shall remain in office for 3 years and their term of office shall expire on the date of the meeting called to approve the financial statements for the last year of their term; they may be re-elected and subject to causes of ineligibility or disqualification provided for under the law.

16.3 In relation to the non-competition obligations of directors, Article 2390 of the Italian Civil Code shall apply.

17. APPOINTMENT OF THE BOARD OF DIRECTORS

17.1 If several Shareholders own Shares of the same class, the Directors will be appointed in accordance with subsequent paragraphs 17.2(a) and 17.2(b) by the Shareholder that holds the highest number of Shares in the relevant class.

17.2 The Directors will be appointed using the following methods:

(a) 2 (two) directors will be appointed by the holders of B shares, with the required majorities, in the shareholders' meeting convened to appoint the entire board (hereinafter, the "**B Directors**");
(b) 2 (two) directors will be appointed by the holders of C shares, with the required majorities, in the shareholders' meeting convened to appoint the entire board (hereinafter, the "**C Directors**");

(c) the remaining directors (as well as the directors who, for whatever reason, are not appointed as above) will be appointed by the ordinary shareholders' meeting of the Company with the majority required pursuant to applicable law.

If one of the directors referred to in previous letters (a) and (b) leaves his/her position for any reason other than the expiry of the term in office, he/she will be replaced by the shareholders' meeting, respectively, with the majority vote of the holders of B shares and with the majority vote of the holders of C shares, or, in their absence, by the shareholders' meeting with the majorities required pursuant to applicable law, where the co-option on the part of the board of directors is excluded.

If one of the directors referred to in previous letter (c) leaves his/her position for any reason other than the expiry in the term in office, he/she will be replaced by the shareholders' meeting, respectively, with the majority vote of the holders of A shares or, in their absence, by the shareholders' meeting with the majorities required pursuant to applicable law, where the co-option on the part of the board of directors is excluded.

17.3 As an alternative to the above, the board of directors may be appointed with the unanimous resolution of the Shareholders' Meeting. In this case, the shareholders' meeting may also indicate which directors, from among those appointed, are to be considered as B Directors and C Directors.

17.4 If half of the directors in office leave their positions during the financial year due to resignation or for other reasons, the entire board will be considered to have lapsed with effect from the time of the need to fill its vacancies, and the directors remaining in office must ask the Shareholders to appoint the new board of directors without delay using the methods set out in this article 17.

18. POWERS OF THE ADMINISTRATIVE BODY

18.1 The Administrative Body is vested with full powers for the ordinary and extraordinary management of the Company, without exception. It has the authority to perform all acts, including acts of disposition, it considers appropriate for the implementation and achievement of the corporate purpose, excluding only those that the law or the Articles of Association reserve exclusively to the Shareholders' Meeting or to the resolution of Shareholders.

18.2 The Administrative Body may appoint attorneys for specific acts or specific categories of acts.

19. MEETINGS OF THE BOARD OF DIRECTORS

19.1 The meeting of the Board of Directors shall be convened by the Chairperson, at the registered offices or anywhere else in Italy, at least on a monthly basis (with the exception of the month of August) and in any case whenever he/she considers it necessary, with written notice sent, in accordance with the law, by registered mail with proof of receipt, by fax, or by e-mail, and duly received at least 5 days before the meeting.

19.2 For urgent matters, the meeting of the Board of Directors may be convened with a notice of at least 48 hours.

19.3 The Chairperson is obliged to promptly convene the meeting of the Board of Directors, when a written request is sent by at least 2 directors holding office or the Board of Statutory Auditors.

If the Chairperson fails to promptly call the abovementioned meeting, such meeting must be convened by the Deputy Chairperson, if one is appointed, and, in his/her absence or if he/she also fails to convene the meeting, by one of the two directors who had made the request, or by the Chairperson of Board of Statutory Auditors when a request is made by the latter.

19.4 The notice must contain information on the date, time and place where the meeting will be held, as well as the agenda, in order to identify, in reasonable detail, the issues to be considered at

each meeting, with the following annexes: (i) copies of the most important documents to be discussed; and (ii) any reports prepared by the Chief Executive Officer.

19.5 Moreover, even in the absence of a formal notice, the meeting of the Board of Directors is valid when attended by all the directors in office and all the standing auditors.

19.6 Meetings of the Board of Directors are chaired by the Chairperson; in his/her absence, they shall be chaired by the Deputy Chairperson (if appointed), or by the person designated by the Board.

19.7 Meetings of the Board of Directors may also be held by teleconference or videoconference, provided that all attendees can be identified, they are allowed to follow the discussion, they are informed and they can take part in real time, discussing the matters addressed. If these requirements have been met, the meeting of the Board of Directors is deemed to be held in the place where the Chairperson of the meeting and the Secretary of the meeting are present and can draft and sign the minutes in the relevant book.

20. CHAIRPERSON OF THE BOARD OF DIRECTORS

20.1 The Board of Directors may appoint a Chairperson from among its members (with the exclusion of B Directors and C Directors), as well as a Deputy Chairperson, if the Shareholders have not already done so.

20.2 The Chairperson of the Board of Directors and, within the limits of the powers delegated to him/her, the Executive Directors, with sole signing authority, are vested with the legal powers to represent the Company before third parties and in court and are authorised to engage in legal and administrative actions and proceedings at all levels of jurisdiction, and to appoint lawyers and prosecutors to settle disputes.

20.3 The Company shall be represented by the Chairperson or, if he/she is absent or otherwise disposed, by the Deputy Chairmen (if appointed); in any case, before third parties, the Deputy Chairperson's signature constitutes conclusive proof of the absence or impediment of the Chairperson.

21. GOVERNING BODIES

21.1 The Board of Directors delegates, within the limits of Article 2381 of the Italian Civil Code, as applicable, its function to the Chairperson or to one or more of its members.

21.2 The Chief Executive Officer shall provide a report to the Board of Directors on a monthly basis (except for the months of January and July, which will be incorporated, respectively, in the reports for the months of February and August). The abovementioned document shall be made available to the directors. The report shall indicate all relevant decisions and actions taken by the Chief Executive Officer since the previous meeting of the Board of Directors (specifying whether the Chief Executive Officer has or has not entered into a legally binding commitment in respect of such decisions), as well as issues relevant to the submission for evaluation by the Chief Executive Officer.

22. COMMITTEES

22.1 The Board of Directors shall set up the following from among its members,: (i) the remuneration and appointments committee; (ii) the technical committee; (iii) the risk committee; and (iv) the committee for transactions with related parties, which will be entrusted with the duties established by the board of directors and whose operation will be determined according to the paragraphs below.

22.2. The remuneration committee will be chaired by the Director appointed by the Board of Directors. The technical committee will be chaired either by the deputy chairperson of the Board of Directors or by the Chief Executive Officer.

22.3 Without prejudice to previous paragraph 22.2, the committees shall comprise at least one B Director, one C Director and a director appointed by the board of directors.

22.4 The Remuneration and Appointments Committee shall be responsible for the submission of proposals and the provision of advice in relation to the following matters, which in any case shall remain the responsibility of the Board of Directors:

(a) the appointment of the CEO and Executive Directors holding special powers of attorney and representation and the selection of directors with strategic responsibilities within the Company and its subsidiaries;

(b) the remuneration of the CEO and Executive Directors holding special powers of attorney and representation and directors with strategic responsibilities within the Company and its subsidiaries, in order to align their interests with the main objective of creating value for the Shareholders over the medium/long-term; and

(c) the identification of specific performance objectives based on a possible variable remuneration component payable to the persons referred to in (b).

22.5 The committees shall be convened by the related chairperson, at the registered offices or elsewhere in Italy, whenever he considers it necessary, by written notice sent by registered mail with proof of receipt, by fax, or by e-mail. Said notice must be received at least 5 days before the meeting.

22.6 The chairmen of the committees are obliged to promptly convene meetings, when a written request is sent by at least one of their members.

22.7 Even in the absence of a formal notice, the committees shall be considered validly constituted when attended by all their members.

22.8 Meetings of the committees may be held by teleconference or videoconference, in compliance with the principles set out in paragraph 19.7.

22.9 The resolutions of the committees shall be passed by an absolute majority of their members.

23 RESOLUTIONS OF THE BOARD OF DIRECTORS

23.1 Quorum necessary for the constitution of a meeting. The Board of Directors is validly constituted if there is an absolute majority of its members in office.

23.2 Voting quorum. Resolutions are passed at the meetings of the Board of Directors with the majority of those attending the meeting, without prejudice to the resolutions related to the following subjects - which concern the Company or any of the Subsidiaries of the latter - that: (i) shall be the exclusive responsibility of the board of directors of the Company understood as collectively (when referring to the Company) or, with regard to the responsibility of the Company, must be authorised by the board of directors of the Company understood as collectively (when referring to a Subsidiary of the Company); (ii) cannot be delegated to directors or proxies of the Company or any of the Subsidiaries of the latter; and (iii) must be approved and/or, depending on the circumstances, authorised with the vote in favour of the absolute majority of the Directors in office, which must include at least the vote in favour of at least one B Director and one C Director (otherwise the voting quorum referred to in subsequent paragraph 23.4 shall be applicable only to the resolutions referred to in paragraph 23.2(a), to approve and/or depending on the circumstances, to authorise said resolutions):

(a) approval or amendments of long-term business plans (also consolidated business plans) – including the Business Plan – and the provisional budget (also consolidated budget), with the exception of the cases indicated in subsequent paragraph 23.3;

(c) transactions with Related Parties;

1) that have a value or involve the taking on of obligations exceeding EUR 25,000.00 per transaction and/or
2) that have a value or involve taking on of obligations exceeding euro 25.000 per transaction, as well as a series of homogeneous transactions and with a single design which, cumulatively for each financial year on a consolidated basis, exceed euro 75.000

all the above , with the exclusion of transactions with Related Parties approved with the resolution of the board of directors of the Company of 15 November 2019 (the "**Approved Transactions**"); it is clearly understood that a report on the transactions with Related Parties carried out in the period of reference, including the Approved Transactions, must be submitted to the board of directors on a six-monthly basis. The board of directors can request the necessary documentation and supporting information, including, for example, the subject of the transaction, the indication of the related counterparty and, where applicable, a market benchmark. The board of directors, within three months from the entry into force of these Articles of Association and, subsequently, on an annual basis, shall appoint a leading audit firm to check and confirm the adequacy of the transactions with Related Parties compared to the market benchmark for similar transactions. The audit report shall be shared with the board of statutory auditors of the Company. Any inconsistencies or critical aspects that may emerge upon the conclusion of the audit carried out by the audit firm must be remedied by the end of the financial year in question.

(c) purchases for whatever reason (therein including, for example, via subscription) or transfers (therein including, for example, via contribution) concerning the ownership of: (i) stakes in companies; or (ii) companies or branches of companies that constitute fixed assets, with the exception of acquisitions (and therefore not transfers) of stakes in companies or branches of companies or assets that constitute fixed assets whose sum among the amount owed by the Company and the net financial debt of the company or branch of the company acquired (calculated, in the case of stakes that are not fully owned, in proportion to the stake acquired) is less than EUR 25,000,000;

(d) the granting of any right in rem of usage or security interest concerning: (i) stakes in companies; or (ii) companies or branches of companies; or (iii) assets that constitute fixed assets where – with reference to security interests – the guaranteed credit exceeds EUR 25,000,000;

(e) investment transactions, with the exception of the investment transactions provided for in the Business Plan that have been resolved upon prior to the initiation of a sales procedure under Article 13 (therefore, it being clearly understood, to avoid any misunderstandings, that the resolution concerning investment transactions provided for in the Business Plan shall require, in any case, the vote in favour of one B Director and both C Directors if, at the time of the related resolution, a sales procedure has already been initiated under Article 13);

(f) the taking on of new financial debt for amounts exceeding EUR 25,000,000 per transaction or EUR 50,000,000 cumulatively per financial year on a consolidated basis;

(g) the refund of existing financial debts for amounts exceeding EUR 25,000,000 per transaction or EUR 50,000,000 cumulatively per financial year on a consolidated basis;

(h) any resolution concerning the listing process on a regulated market of the stakes in the Company (including the resolutions on the granting of the related assignments, and consultancy and assistance mandates);

(i) the definition of voting instructions and the granting of the related proxies for the exercising of voting rights within the corporate bodies of any investee company, including foreign companies, that passes resolutions on the matters indicated in previous paragraph 15.2 (or corresponding matters in the event of a subsidiary that is a S.r.l. or a foreign company);

(j) any resolution amending the regulations on the procedure for the selection of the chief executive officer of the Company adopted on 15 November 2019 by the board of directors of the Company.

23.3 Notwithstanding the provisions of previous paragraph 23.2, the decisions concerning the matters listed below that have to do with the Company or any of its Subsidiaries: (i) will be the exclusive responsibility of the board of directors understood as collectively (when referring to the Company) or must be authorised by the board of directors of the Company understood as collectively (when referring to a Subsidiary of the Company); (ii) cannot be delegated to directors or proxies of the Company or any of the Subsidiaries of the latter; and (iii) must be approved and/or, depending on the circumstances, authorised with the vote in favour of the majority of the directors of the Company in office, also including the vote in favour of at least one C Director:

(a) the approval or amendments to the long-term business plans (including consolidated business plans), and the provisional budgets (including consolidated budgets), in the case where these business plans or budgets include goals in terms of EBITDA or EBIT (i.e. reported and not adjusted goals): (i) more than 10% lower than those included in the business plans in force previously for even only one of the same financial years; or (ii) more than 10% lower, even for only one of the financial years in question, than the EBITDA or the EBIT achieved in the last financial year closing prior to the approval or the amendment; and

(b) resolutions concerning the withdrawal and/or resignation of the chief executive officer and/or the chief of central services (or chief financial officer or financial director or similar position) of the Company;

(c) the granting of consultancy mandates for amounts exceeding EUR 100,000 per transaction or EUR 200,000 cumulatively per financial year on a consolidated basis.

23.4 In the case in which one of the resolutions regarding the subjects anticipated in previous Paragraph 23.2(a) receives the vote in favour of the majority of members of the Board of Directors but it is not adopted because of a vote against the decision or the abstention of one or both of the C Directors and/or both the B Directors:

(a) the resolution proposal will be submitted to a third-party independent expert who must be chosen – within four Working Days from the meeting of the board of directors – by common accord of the Chairperson of the board of directors and the B Directors and/or C Directors that have voted against said resolution; in the event of the failure to reach an agreement within the aforesaid deadline, the expert shall be chosen by the most senior of the dissenting C Directors (or, in the case where only the B Directors have voted against it, by the most senior from among them), from a list of three leading independent consultancy firms indicated by the Chairperson of the board of directors; the expert in the latter case must be chosen in writing within five Working Days from the presentation of the list, where it is clearly understood that, in the event of the failure to choose the expert or of the indication of an expert that is not included on the list, the first expert indicated on the list in the order they are presented will be appointed;

(b) the expert, as appointed above, must express his/her opinion within ten Working Days from the granting of the mandate and must confirm whether the resolution proposal is fair, reasonable and correct or otherwise, having regard to interest of the Company and/or of the relevant company Controlled by the latter in the case in question and to the criteria of proper and prudent management;

(c) in the case where the expert confirms the fairness of the resolution proposal, the latter will be submitted once again to the board of directors, which must be convened on the day immediately after the submission of the report by the expert; in this case, the related resolution will be taken on and/or, depending on the circumstances, authorised by a simple majority of the members of the board of directors of the Company, where it is

clearly understood that any vote against the resolution by the B Directors and the C Directors will not prevent it from being adopted.

24. DIRECTORS' REMUNERATION

24.1 The Directors are entitled to reimbursement of expenses incurred in the performance of their duties.

24.2 At the Shareholder's Meeting, the shareholders may assign directors an annual fee, for a total amount, with reference to each non-executive director of a maximum of €30,000.00 (thirty thousand), gross for each financial year.

24.3 Subject to the approval of the Shareholders, a provision may be set aside also by stipulating appropriate insurance policies, for the severance payments to directors at termination of their office.

24.4 The remuneration of directors with special duties in accordance with these Articles of Association is established by the Board of Directors, after hearing the opinion of the Remuneration and Appointments Committee (if present) and the Board of Statutory Auditors.

CHAPTER V
BOARD OF STATUTORY AUDITORS AND INDEPENDENT AUDIT OF ACCOUNTS

25. COMPOSITION OF THE BOARD OF STATUTORY AUDITORS

25.1 The shareholders with voting rights shall appoint a Board of Statutory Auditors, in the manner established in Article 26 below. The latter shall consist of five standing members and two alternate members, in accordance with applicable law.

25.2 Meetings of the Board of Statutory Auditors may be held by teleconference or videoconference, in compliance with these Articles of Association.

26 APPOINTMENT OF THE BOARD OF STATUTORY AUDITORS

26.1 The Company's Board of Statutory Auditors shall be appointed as follows:

(a) three standing members and an alternate member shall be appointed by the holders of A shares, with the required majorities, at the shareholders' meeting called to appoint the entire board;

(b) one standing member will be appointed by the holders of B shares, with the required majorities, at the shareholders' meeting called to appoint the entire board;

(c) one standing member and one alternate member shall be appointed by the holders of C shares, with the required majorities, at the shareholders' meeting called to appoint the entire board;

(d) the standing member appointed the Majority Shareholder C under letter (c) above shall be appointed by the chairperson of the board of statutory auditors.

26.2 As an alternative to the above, the board of statutory auditors may be appointed with the unanimous resolution of the Shareholders' Meeting, where it is clearly understood that the Auditors not appointed for any reason according to the methods above, shall be appointed by the shareholders' meeting with the majorities required by applicable law.

26.3 If a member of the board appointed under previous paragraph 26.1 ceases to hold office, for any reason or cause, his/her replacement will be appointed by the shareholders' meeting with a majority vote by the Shareholders of the share classes that had appointed the member that no longer holds the position.

26.4 The board of statutory auditors monitors compliance with the law and these Articles of Association, the principles of proper administration and, in particular, the adequacy of the organisational and accounting structure adopted by the Company and its proper functioning.

26.5 The members of the board shall remain in office for 3 (three) financial years and can be re-elected. The office expires on the date of the shareholders' meeting called to approve the financial statements for their last financial year in office. The termination of the office of the members of the board due to the expiry of their term shall be effective starting from the time of the re-establishment of the board.

26.6 The shareholders' meeting that appoints the members of the board of statutory auditors determines the remuneration to be paid to them for the entire duration of their office.

26.7 The members must possess the requirements set out in article 2399 of the Italian Civil Code for the entire duration of their office.

26.8 The board of statutory auditors is validly constituted with the presence of the majority of its members and passes resolutions with the vote in favour of the absolute majority of those present.

27 INDEPENDENT AUDITOR

27.1 The statutory auditing of accounts is carried out by an independent auditor or by an independent audit firm enrolled in the relevant register.

27.2 The shareholders' meeting, in assigning the statutory auditing of accounts, on the reasoned proposal of the control body, must determine the fee to be paid to the independent auditor or to the independent audit firm for the entire duration of the mandate – which shall last for 3 (three) financial years – as well as any criteria for the adjustment of this fee during the mandate. The term in office of the independent auditor or independent audit firm shall expire with the approval of the financial statements referring to the last financial year of their office.

27.3 The independent auditor or independent audit firm must possess the requirements set out by law for the entire duration of their mandate.

27.3 The functions, the assignment, the withdrawal and the termination of the mandate, as well as the responsibilities and the activities of the audit firm are regulated by law.

CHAPTER VI
FINANCIAL STATEMENTS - NET PROFIT

28. FINANCIAL YEAR

The financial year ends December 31 of each year.

29 FINANCIAL STATEMENTS

29.1 At the end of each financial year, the Directors shall draft the financial statements as required by law.

29.2 The financial statements shall be submitted to the Shareholders within a period of 120 days from year-end, or within 180 days, when requested by specific conditions, within the limits and under conditions set out in Article 2364, Paragraph 2, of the Italian Civil Code.

29.3 Net profit for the year, less 5% set aside for the legal reserve until it reaches one fifth of the share capital, shall be allocated according to the decisions made at the shareholders' meeting.

CHAPTER VII
RIGHT OF WITHDRAWAL - WINDING UP AND LIQUIDATION

30. RIGHT OF WITHDRAWAL

30.1 In addition to (and without prejudice to) the provisions of Article 12, the right of withdrawal is solely granted in the cases specifically provided for by law.

30.2 For the discipline of withdrawal, the provisions of Article 2437 *et. seq.* of the Italian Civil Code shall apply and, where appropriate, those of Article 2497-quater of the Italian Civil Code.

31. DISSOLUTION AND LIQUIDATION

In case of dissolution of the Company, the Shareholders shall determine the method of liquidation and shall appoint one or more liquidators and determine their powers.

CHAPTER VIII
DISPUTES

32. ARBITRATION CLAUSE

32.1 Any dispute concerning corporate relations, including those related to the validity of the resolutions passed by the shareholders' meeting, brought by or against the Shareholders, by or against the directors, by or against the statutory auditors, and by or against the liquidators, shall be resolved by arbitration according to the Regulations of the Milan Chamber of Arbitration.

32.2 The Arbitration Tribunal, regardless of the number of parties involved in the arbitration, shall be composed of three arbitrators, all of Italian nationality, one of whom shall act as chairperson, appointed directly by the Milan Chamber of Arbitration. The arbitrators shall act according to standard procedure and in accordance with the law. The arbitration shall take place in Milan at the place indicated by the chairperson of the Arbitration Tribunal.

32.3 This arbitration clause shall not be applicable to any dispute that, pursuant to applicable law, cannot be settled by arbitration, and in which case the Court of Milan shall have exclusive jurisdiction.

CHAPTER IX
REFERENCE

33. REFERENCE LAW

All matters not covered by these Articles of Association shall be governed by the provisions of the applicable laws.

Annex A

IRR

"**IRR**" means the discount rate that renders the current net value of all the cash-flows connected to Majority Shareholder C's investment in the Company, as specified below, equal to zero.

The aforesaid cash-flows include both the negative cash-flows indicated in the Total Investment and all the positive cash-flows indicated in the Total Distribution.

"**Total Distribution**" means the total of the following amounts:

(i) all the amounts that may have been paid: (a) by the Company to Majority Shareholder C subsequent to 15 November 2019 by way of the distribution of profits or reserves, capital refunds in connection with reductions in the share capital of the Company or the price for the purchase of own shares by the Company; and/or (b) by Majority Shareholder A to Majority Shareholder C under the earn-in and earn-out agreement entered into separately between the two parties on 16 October 2019 (as possibly amended); and

(ii) all the amounts that may have been received by Majority Shareholder C subsequent to 15 November 2019 by way of payment for the transfer of its own shares in the Company and/or the amounts that may have been received by Majority Shareholder C bay way of indemnity under the investment agreement entered into, *inter alia*, Majority Shareholder A, Majority Shareholder B, Majority Shareholder C and the Company on 16 October 2019 (as possibly amended), net of: (a) the costs incurred by Majority Shareholder C in relation to these transfers (so-called transaction costs); and/or (b) any amounts paid by Majority Shareholder C to Majority Shareholder A under the earn-in and earn-out agreement entered into separately between the two parties on 16 October 2019 (as possibly amended).

"**Total Investment**" means the total of the following amounts:

(i) all the amounts paid by Majority Shareholder C for the subscription and release of shares in the Company (also by way of premium) and for the purchase of shares in the Company on 15 November 2019; and

(ii) all the other amounts that may have been paid by Majority Shareholder C subsequent to 15 November 2019, therein including all the amounts paid for the purchase of further shares in the Company and all the amounts paid on the occasion of increases in the Company's capital (also by way of premium) or contributions, payments or loans to the Company in any form and for any reason (with the exclusion, in order to avoid any misunderstandings, of any amounts paid by Majority Shareholder C to Majority Shareholder A under the earn-in and earn-out agreement entered into separately between the two parties on 16 October 2019 (as possibly amended).

Annex B

Multiple

"**Multiple**" means the ratio between the Total Distribution and the Total Investment (as defined below).

"**Total Distribution**" means the total of the following amounts:

(i) all the amounts that may have been paid (a) by Kedrion S.p.A. ("**Kedrion**" or the "**Company**") to Majority Shareholder C subsequent to 15 November 2019 by way of the distribution of profits or reserves, capital refunds in connection with reductions in the share capital of the Company or the price for the purchase of own shares by the Company; and/or (b) by Majority Shareholder A to Majority Shareholder C under the earn-in and earn-out agreement entered into separately between the two parties on 16 October 2019 (as possibly amended); and

(ii) all the amounts that may have been received by Majority Shareholder C subsequent to 15 November 2019 by way of payment for the transfer of its own shares in the Company and/or by way of indemnity under the investment agreement entered into, *inter alia*, Majority Shareholder A, Majority Shareholder B, Majority Shareholder C and the Company on 16 October 2019 (as possibly amended), net of: (a) the costs incurred by Majority Shareholder C in relation to these transfers (so-called transaction costs); and/or (b) any amounts paid by Majority Shareholder C to Majority Shareholder A under the earn-in and earn-out agreement entered into separately between the two parties on 16 October 2019 (as possibly amended).

"**Total Investment**" means the total of the following amounts:

(i) all the amounts paid by Majority Shareholder C for the subscription and release of shares in the Company (also by way of premium) and for the purchase of shares in the Company on 15 November 2019; and

(ii) all the other amounts that may have been paid by Majority Shareholder C subsequent to 15 November 2019, therein including all the amounts paid for the purchase of further shares in the Company and all the amounts paid on the occasion of increases in the Company's capital (also by way of premium) or contributions, payments or loans to the Company in any form and for any reason (with the exclusion, in order to avoid any misunderstandings, of any amounts paid by Majority Shareholder C to Majority Shareholder A under the earn-in and earn-out agreement entered into separately between the two parties on 16 October 2019 (as possibly amended).

Rules

governing the Participating Security Instrument (*Strumento finanziario partecipativo*)

issued by "Kedrion S.p.A.", hereinafter the

"SFP"

1 SUBJECT

1.1 These Rules (the "**Rules**") govern the characteristics, content, rights, procedures and conditions of issuance, and also the circulation and operating rules and the conditions and procedures for converting the participating security instrument (*strumento finanziario partecipativo*) convertible into shares issued under article 2346, para. VI of the Italian Civil Code with resolution of the Extraordinary Shareholders' meeting held by the shareholders of "Kedrion S.p.A." (the "**Company**" or "**Kedrion**") on November 11, 2020, as per minutes on the same date filed with the records of Mr. Nicola Lucchesi, Public Notary in Viareggio hereinafter referred to as the "SFP" (the "**Participating Security Instrument"** or the "**SFP**"). These Rules are enclosed with the articles of association of the Company (the "**Articles of Association**") as a constitutive part thereof.

1.2 The creation and allotment of the Participating Security Instrument is connected to the qualification of Mr. Val Romberg (the "**Holder**") as member of the Board of Directors and Managing Director of the Company, and as a director and/or employee of other companies in the group headed by Kedrion (the "**Group**").

1.3 Under the terms and conditions set forth in these Rules, No. 1 (one) SFP at a par value of EUR 1,000,000.00 (one million/00) is issued against the SFP Contribution (as defined herein below).

The SFP has the characteristics and grants the rights set forth in these Rules and in the Articles of Association. The subscription of the SFP shall take place against cash payment of the total par value of the SFP to the Company (the "**SFP Contribution**").

1.4 The SFP may be converted into the shares of the Company upon the occurrence of the Listing event (as defined herein below) under the terms and conditions set forth in these Rules.

2 DEFINITIONS

In addition to the words defined in other parts of these Rules, for the purposes of these Rules the words below shall have the meanings detailed as follows:

- "**SFP Contribution**" shall mean the price paid by the Holder upon subscription of the SFP, as detailed in article 1.3 above;
- "**Bad Leaver**" shall mean:
  - (i) revocation of/dismissal from any of the Offices (as defined below) for Cause;
  - (ii) termination of the Employment Relationship by Kedrion Biopharma for Cause pursuant to the Employment Agreement;
  - (iii) voluntary resignation from any of the Offices without Good Reason;

(iv) voluntary resignation from the Employment Relationship by the Holder without Good Reason pursuant to the Employment Agreement;

(v) any other event whatsoever that is not a Good Leaver event.

- "**Offices**" shall mean the offices assigned to the Holder as a member of the Board of Directors and Managing Director of the Company, and also any other offices assigned to the Holder as a member of the Board of Directors (possibly with delegated operational powers) or employee of other companies in the Group;
- "**Employment Agreement**" shall mean the agreement entered into between Kedrion Biopharma and the Holder on October 5,2020;
- "**Termination Date**" shall mean the date on which the Holder forfeits his/her Offices for any reason whatsoever;
- "**Exit Date**" shall mean the date on which the Exit is completed;
- "**Issuance Date**" shall mean the date on which the SFP is issued and subscribed;
- "**Exit**" shall mean the transfer of the entire share capital of the Company to third parties, against cash payment or contribution in kind, directly or indirectly, even at different times but as a result of correlated transactions;
- "**SFP Fair Market Value**" shall mean the amount which the Holder would be entitled to receive in return for the transfer of SFP, assuming that the Exit takes place at the time of the occurrence of a Bad Leaver event and that the strengthened property right *(diritto patrimoniale rafforzato*) is determined by multiplying the SFP Contribution by the SFP MOIC, the latter being determined in accordance with the provisions of **Annex A - Section I**, assuming that the Total Distributed Amount is equal to the sum of: (a) the average of (x) the valuation of the Company's equity included in the last half-yearly report of the shareholder FSI SGR and (y) the valuation of the Company's equity included in the last half-yearly report of the shareholder CDP Equity, both multiplied by the shareholding held by FSI SGR and (b) any amounts distributed by Kedrion to FSI SGR after the 15th November 2019 as well as all other amounts received by FSI SGR after the 15th November 2019 as better described in the Annex A attached hereto;
- "**Business Day**" shall mean any day (other than Saturday and Sunday) on which Banks are authorised to be open to the public for the purposes of carrying out their usual business activity on the Milan Stock Exchange;
- "**Good Leaver**" shall mean each of the following events:

(i) Revocation of/dismissal from any of the Offices without Cause;

(ii) termination of the Employment Relationship by Kedrion Biopharma without Cause pursuant to the Employment Agreement;

(iii) termination of the Employment Relationship or the Offices due to death;

(iv) termination of the Employment Relationship or the Offices as a result of supervening full incapacity (*Inabilità Totale Sopravvenuta*);

(v) voluntary resignation from the Employment Relationship by the Holder for Good Reason pursuant to the Agreement with the Manager;

(vi) voluntary resignation from any of the Offices for Cause/Good Reason;

- "**Group**" shall mean the Company, its subsidiary Kedrion Biopharma and all the other companies controlled by, or subject to joint control by the Company;
- "**Supervening Full Incapacity** (*Inabilità Totale Sopravvenuta*)" as set forth in the Employment Agreement shall mean the specific incapacity for work occurred to the Holder, who is no longer able to perform his/her usual full-time duties as before the onset of any disease/illness, injury or disability for a period of 120 consecutive days without any reasonable prospect of returning to his/her usual full-time service within a reasonable lapse of time. For the purposes of assessing whether the Holder has become fully disabled (*totalmente disabile*), an independent qualified medical report will be required; the specialist physicians shall be jointly selected and agreed by the Holder and Kedrion Biopharma.
- "**Kedrion Biopharma**" shall mean the company Kedrion Biopharma Inc., controlled by the Company, with registered office in Parker Plaza, 400 Kelby Street, Fort Lee, New Jersey (USA), tax number 38-3841851;
- "**Listing**" shall mean the listing of the shares of the Company on a stock market managed by Borsa Italiana S.p.A. and/or any other regulated market in the European Union or the United States of America;
- "**Employment Relationship**" shall mean the employer-employee relationship existing between the Holder and Kedrion Biopharma as regulated under the terms and conditions of the Employment Agreement;
- "**Shareholders**" shall mean the Company shareholders;
- "**Articles of Association**" shall mean the Articles of association of the Company in force from time to time;
- "**Transfer**" shall mean (i) any act of alienation, universal or specific, free of charge or for a compensation, and (ii) any transaction, act or convention, universal or specific, free of charge or for a compensation – including but not limited to sales,

exchanges, donations, establishment of separate financial entities, conveyances in trusts, capital or equity contributions, capital fund contributions, pledges, enforcements of guarantees (including but not limited to forced sales and forced allotments), establishment/provisions or transfer of usufruct rights or other security interests or usage rights, securities lending, mergers and demergers, preliminary agreements, fiduciary transfers, options and contracts with deferred performance – by which, directly or indirectly, the result of transferring or establishing (or the commitment to transferring or establishing) ownership or any other right in rem or personal right (including usufruct, bare ownership, and pledge) is achieved. The words "to transfer" "transferred", "to assign", "assigned" and similar, as used in these Rules, shall have a meaning consistent with the aforementioned meaning;

- "**Permitted transfers"** shall mean the Transfers of the SFP provided for in section 10 by virtue of the exercise of the rights provided for therein, subject in all cases to compliance with the law provisions in the event of death of the Holder.

It should be noted that the definition of any word denoting the singular shall include the plural and vice versa.

3. CERTIFICATES

3.1 The SFP is a physical paper certificate issued by the Company (the **"Certificate"**) subscribed by a Director of the Company.

3.2 The Certificate is issued in the name of the Holder and includes the designation as "**Certificate representing certain Participating Security Instruments of Kedrion S.p.A.**", with an indication of the name and surname (or the business name or company name in the case of a legal person), domicile (or registered office in the case of a legal person), tax number (*codice fiscale*) and the other identification information of the Holder.

3.3 Upon subscription by the Holder of the instrument issued in his name, the Holder will be granted No. 1 Certificate vested with the related rights and obligations referred to in these Rules.

4. SFP REGISTER

The Company implements and keeps updated the SFP Register (the "**Register**"). The Register shall indicate:

a) the number of SFPs issued and circulated and the respective Certificates;

b) the name and surname (or the business name or company name in the case of a legal person), domicile (or registered office in the case of a legal person), tax number (*codice*

fiscale) and the other identification information of the Holder.

c) the address of the Holder for transmission of communications.

5. CONTRIBUTION AND RESERVE

5.1 The subscription of an SFP represents a form of investment in risk capital. The SFP is vested with the property rights referred to in these Rules. As a consequence, the SFP Contribution is paid to the Company without any obligation of repayment at the Company's charge. For the sake of clarity, it is specified that the SFP is not one of the financial instruments, however named, referred to in article 2411, para. II of the Italian Civil Code.

5.2 The SFP Contribution entails the allocation of a specific reserve recorded under a specific shareholders' equity item (the "**SFP Reserve**").

5.3 The SFP Reserve must continue to be kept separated from any other shareholders' equity items and cannot be distributed or used (without prejudice to the provisions of article 5.4 below), unless otherwise approved by the Holder.

5.4 The Holder of a SFP shall be entitled to exercise the property and/or administrative rights the SFP is vested with under these Rules without any exclusion, limitation and restriction, also in the event that the SFP Reserve is fully exhausted due to any reason whatsoever, including due to losses, and also in the event that the entire share capital of the Company is written off.

6. DURATION

The SFP shall have the same duration as the expected duration of the Company, without prejudice to the provisions of section 10 below.

7. CIRCULATION OF THE SFP

7.1 Lock-up

The SFP cannot be subject to Transfer, except for the Permitted Transfers referred to in section 10, until the occurrence of Exit or Listing (the **"SFP Lock-up"**).

7.2 General Provisions

Any transfer of the SFP made in breach of the provisions of this section shall have no effect towards the Company. Therefore, any alleged transferee will not be entitled to enrolment in the Register and will not be authorised to exercise the property and administrative rights the SFP is embodied with.

8. PROPERTY RIGHTS

8.1 Provided that the Holder is regularly enrolled in the Register, the SFP grants the Holder the right to receive (i) upon the occurrence of Exit, a strengthened property right

(*diritto patrimoniale rafforzato*) valued on the terms and conditions referred to in **Annex A** or (ii) upon the occurrence of Listing, newly issued shares of the Company (the "**Converted Shares** ") based on the conversion ratio referred to under **Annex B** (the "**Conversion Ratio**").

8.2 In the event of termination due to Good Leaver, the Holder shall be entitled to a strengthened property right valued under the terms and conditions referred to in **Annex A – Section II**, without prejudice to the provisions of article 10.2 below.

9. ADMINISTRATIVE RIGHTS

9.1 The SFP does not grant any right of intervention and the right to vote in the Company Shareholders' Meetings.

9.2 If the resolutions of the Shareholders' Meeting of the Company adversely affect the rights of the Holder, the approval of the Holder is required in accordance with Article 2376 of the Italian Civil Code..

10. REDEMPTION RIGHT AND CONVERSION – CO-SALE OBLIGATION

10.1 The SFP may be redeemed by the Company (or, secondarily, by its Shareholders proportionally to their respective shareholding) in the event of Bad Leaver.

The Company (or, secondarily, its Shareholders) shall have a potestative right to purchase the SFP from the Holder. This potestative right shall be exercised within 10 (*ten*) Business Days as of the occurrence of the abovementioned event. Conversely, the Holder shall be obliged to sell the SFP against payment of an amount equal to that of the lower between (i) the SFP Contribution and (ii) the SFP Fair Market Value. If the parties interested in determining the Fair Market Value under these Rules (the "**Interested Parties**") cannot mutually determine said Fair Market Value within 20 calendar days as of the date on which either Interested Party requests the other Interested Parties to mutually determine the Fair Market Value, the Fair Market Value will be determined by an Expert (as far as the Expert is concerned, specific reference should be made to the definition and regulation contained in the Articles of Association, which shall apply *mutatis mutandis* also to these Rules for the valuation of the SFP).

The redemption right provided for herein may be enforced upon occurrence of any of the abovementioned events, by written notice served on the Holder to the address found in the Register or, in the absence of such an address, to the address known to the Company, via registered letter with acknowledgment of receipt (the "**Notice of Purchase**"). The Holder shall sell the SFP to the Company (or, as the case may be, to its Shareholders) within 5 (*five*) Business Days as from the date on which the Notice of Purchase is received

and, if the SFP is purchased by the Shareholders, the SFP will be simultaneously cancelled.

In the event of failure to exercise the right to redeem the SFP on the occurrence of a Bad Leaver event, the Company shall retain the right to redeem or, alternatively, transfer the SFP within the Exit and the Holder shall be obliged to sell the SFP against payment on the Exit Date of a consideration which shall in any event be equal to the lesser of (i) the SFP Contribution and (ii) the SFP Fair Market Value. It should be noted that, in the event of Listing, by way of derogation from article 10.3 below, the liquidation of the Holder for which a Bad Leaver event has occurred without the consequent redemption of the SFP, may take place, at the Company's discretion, by the payment in cash of a consideration equal to the lesser of (i) the SFP Contribution and (ii) the SFP Fair Market Value, without the allocation of Converted Shares.

10.2 Good Leaver

On the occurrence of a Good Leaver event, as an alternative to the Holder's right to receive the strengthened property right (*diritto patrimoniale rafforzato*) upon the occurrence of the Exit pursuant to article 8.2 above, the Company (or, alternatively, the Shareholders in proportion to the shares held by them) will have the potestative right (but not the obligation) to redeem the SFP from the Holder, who will then be obliged to sell it, against payment of a consideration in any case determined in accordance with the terms and conditions set out in **Annex A - Section II**. With respect to the procedure for the exercise of the right to redeem by the Company (or alternatively by the Shareholders) reference will be made *mutatis mutandis* to the terms and conditions set out in article 10.1 above.

It should be noted that, in the event of Listing, by way of derogation from article 10.3 below, the liquidation of the Holder for which a Good Leaver event has occurred without the consequent redemption of the SFP may, at the discretion of the Company, be effected by the payment in cash of a sum determined in accordance with the provisions of **Annex A - Section II**, without the allocation of Converted Shares.

***10.3* Listing**

Without prejudice to articles 10.1 and 10.2, upon the event of Listing, the Holder will have the right to obtain Converted Shares against the SFP held. It should be pointed out that the Converted Shares allotted to the Holder will be class D no par-value shares; they will be subject to lock-up to the extent permitted by law, as follows:

(i) lock-up for 100% of Converted Shares for 18 months from the date of issuance;

(ii) lock-up for 80% of Converted Shares as from the 18th month to the 24th month of the date of issuance;

The Converted Shares are intended exclusively for the conversion of the SFP upon the occurrence of Listing and based on the Conversion Ratio referred to under **Annex B** by issuing category "D" shares, with no par value, at the same time as the conversion, and in any event immediately before the commencement of trading of the Company's shares on a regulated market. The Converted Shares will have regular dividend entitlement and, without prejudice to the above, shall be free of pledges, charges, encumbrances and third-party rights. The shareholders' meeting shall resolve at the same time as the issue of the participating financial instrument and, with the exclusion of pre-emption rights, the issuance of category "D" shares, with no par value under the conditions and according to the parameters set forth in the following paragraph, without prejudice to the amount of the share capital.

10.4 **Exit**

Upon the event of Exit, the Shareholders (the "**Transferor Shareholders**") who intend to accept a third party offer for the purchase of 100% of the Company share capital, will have the potestative right to request the Holder – by serving the Co-sale Notice (as defined herein) – to transfer the SFP to that third party and the Holder shall be obliged to make such transfer to the third party, without prejudice to the granting of the SFP strengthened property right to the Holder under the provisions detailed in Annex A – Section I (the "**Co-sale Obligation**"). The Holder, within 5 (five) Business Days as of the Notice transmitted by the Transferring Shareholders, which shall include the terms and conditions of the third party offer intended to be accepted (the "**Co-sale Notice**"), will be required to complete the act of transfer with the third party for the purpose of transferring the title of the SFP under the terms and conditions set forth herein, and in compliance with the sales procedure and the timing and methods instructed by the Transferor Shareholders.

10.5 It should be pointed out that the Transferor Shareholders have the right to initiate the Co-sale Obligation procedure referred to in article 10.4 above. This right is alternative to the right of the Company (or, secondarily, of its Shareholders proportionally to their respective shareholding) to redeem the SFP upon the occurrence of Exit. In that event, the Company (or, secondarily, its Shareholders), within the Exit Date, will have a potestative right to purchase the SFP from the Holder, who, conversely will be obliged to

sell the SFP against payment of the agreed compensation as per Annex A – Section I.

11. PAYMENTS

11.1 Payment of any amount owed to the Holder pursuant to these Rules will be made to the account the Holder will promptly indicate to the Company.

11.2 It is understood that any and all payments to be made pursuant to these Rules are to be considered gross of any any withholding, tax and other tax burden which may be charged to these payments.

12. ASSUMPTION OF RISK

12.1 No guarantees are given and no commitments are made to ensure any remuneration of the SFP, without prejudice to the provisions of section 8 of these Rules on the property rights of the Holder. In no event these are to be considered as a guarantee of or a commitment to actual remuneration.

12.2 Upon the subscription or purchase of the SFP, the Holder acknowledges and agrees that the SFP is a risk investment, considering that the SFP is issued without a repayment obligation and it exclusively grants the property rights expressly provided for by these Rules and/or the Articles of Association. For the sake of clarity, it is specified that the SFP is not one of the financial instruments, however named, referred to in article 2411, para. II of the Italian Civil Code.

Annex A

Strengthened property rights (*diritti patrimoniali rafforzati*) and accrual of Holder's income in the event of Exit or Good Leaver

For the purposes of the calculations referred to in this **Annex A**, in addition to the words defined in other parts of these Rules and the Articles of Association, the words below shall have the meanings detailed herein:

- "**FSI SGR**": shall mean FSI SGR S.p.A., with registered office in Milano, via San Marco 21/A, registered with the Companies Register of Milan (*Registro delle Imprese di Milano*) under number and tax code (*codice fiscale*) 09422290966, in the name and on behalf of the closed-end mutual investment equity fund reserved for qualified investors "FSI I";
- "**FSI SGR IRR**": shall mean the discount rate which sets to zero the net actual value of all the cash flows associated with FSI SGR's investment in the Company, as specified herein. These cash flows include all the negative cash flows indicated/shown in the Total Invested Amount (as defined below) and all the positive cash flows indicated/shown in the Total Distributed Amount (as defined below);
- "**FSI SGR MoIC**" shall mean the ratio between the Total Distributed Amount and the Total Invested Amount;
- "**Sestant**" shall mean Sestant S.p.A., with registered office in Roma, via Ovidio 10, registered with the Companies Register of Rome *(Registro delle Imprese di Roma*) under number, tax code (*codice fiscale*) and VAT No. 90006510466;
- "**Sestant Internazionale**" shall mean Sestant Internazionale S.p.A., with registered office in Roma, via Ovidio 10, registered with the Companies Register of Rome (*Registro delle Imprese di Roma*) under tax code (*codice fiscale*) and VAT No. 1242581003;
- "**SFP MoIC**" shall mean the ratio between: (i) the strengthened property right granted to the Holder in the event of Exit, consisting in a monetary consideration calculated according to the tables referred to in Annex A – Section I (including, for the sake of clarity, the SFP Contribution) and (ii) the SFP Contribution;
- "**Total Distributed Amount**" shall mean the total sum of the following amounts:
  (i) any amounts paid (A) by Kedrion to FSI SGR after 15 November 2019 by way of distributions of profits or reserves, capital repayment in conjunction with reductions in the Company share capital or by way of compensation for any

purchase of treasury shares by the Company and/or (B) by Sestant Internazionale to FSI SGR pursuant to the "earn-in and earn-out" agreement entered into by them separately on 16 October 2019 (subject to any amendments);

(ii) any amounts received by FSI SGR after 15 November 2019 by way of consideration for the assignment of treasury shares and/or any amounts received by FSI SGR by way of compensation pursuant to the investment agreement entered into by, *inter alios*, Sestant Internazionale, Sestant, FSI SGR and the Company on 16 October 2019 (as amended), net (A) of costs incurred by FSI SGR for said assignments (so-called transaction costs) and/or (B) any amounts paid by FSI SGR to Sestant Internazionale pursuant to the "earn-in and earn-out" agreement entered into by them separately on 16 October 2019 (subject to any amendment);

- "**Total Invested Amount**" shall mean the total sum of the following amounts:

(i) any amounts paid by FSI SGR for the subscription and paying-up of the shares of the Company (also by way of share premium) and for the purchase of shares of the Company on 15 November 2019; and

(ii) all other amounts paid by FSI SGR after 15 November 2019, including all the amounts paid for the purchase of other shares of the Company and all the amounts paid upon share capital increases of the Company (also by way of share premium) or upon contributions, payments or funding to the Company under whatever title and in whatever form (to the exclusion, for the avoidance of doubt, of any amounts paid by FSI SGR to Sestant Internazionale pursuant to the earn-in and earn-out agreement entered into by them separately on 16 October 2019 (subject to any amendments)).

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Annex A - Section I

In the event of Exit, the Holder will have the right to receive, at the Exit Date and against the sale of the SFP, a strengthened property right consisting in a monetary contribution, to be calculated by multiplying the SFP Contribution by SFP MoIC, where the latter is calculated according to the real return of FSI SGR from its investment in the Company, according to the following tables:

a. <u>FSI SGR IRR from the investment in Kedrion ≥ 20%</u>

FSI SGR MoIC	SFP MoIC
<2.0x	Equal to FSI SGR MoIC
≥ 2.0x	4.0x
≥ 2.5x	7.5x
≥ 3.0x	10.0x
≥ 3.5x	15.0x
≥ 4.0x	20.0x *(increased by 5.0x for each 0.5x FSI SGR MoIC above 4.0x)*

b. <u>FSI SGR IRR from the investment in Kedrion < 20%</u>

FSI SGR MoIC	SFP MoIC
For any MoIC	Equal to FSI SGR MoIC

In the event FSI SGR MoIC is between two thresholds, for the purposes of calculating SFP MoIC linear interpolation should be used.

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<u>Annex A - Section II</u>

In the event of Good Leaver, the Holder shall be entitled to receive, at the Exit Date and against the sale of the SFP, a monetary consideration equal to (i) the SFP contribution, provided that FSI SGR MoIC exceeds 1.0x; plus (ii) a portion of the strengthened property right according to the real return, calculated according to the criteria referred to in the tables contained in Annex A - Section I above, calculated *pro rata temporis* proportionally to the effective duration of the Office and/or the Employment Relationship (i.e., when the Holder has been in office for 1 year and the Exit occurs 3 years after the beginning of the Employment relationship, and FSI SGR MoIC is equal to 2x, the Holder is entitled to receive ⅓ of the strengthened property right calculated according to the tables referred to in Annex A – Section I above, net of the SFP Contribution and therefore Euro 1 million, in addition to the SFP Contribution).

By way of exemplification, please find below an example of calculation by applying the formula above described.

In the event that:

- FSI SGR IRR from the investment in Kedrion > 20%
- FSI SGR MoIC: 2.0x
- SFP MoIC: 4.0x
- Duration of Office and/or the Employment Relationship: 1 year
- Exit: occurs 3 years after the beginning of the Employment relationship

the monetary consideration for the Holder will be equal to as follows:

Consideration: EUR 1,000,000 + [(EUR 1,000,000 * 4.0x - EUR 1,000,000) * 1/3]

Annex B

Conversion Ratio

In the event of Listing, the Holder shall be allotted Converted Shares to be valuated as follows:

SFP Contribution x SFP MoIC divided by *Kedrion Shares Placing Price*

It should be noted that SFP MoIC will be calculated according to the formula provided for in Annex A, on the assumption that FSI SGR MoIC and FSI SGR IRR, as defined in Annex A, will be calculated assuming that FSI SGR sells 100% of its shareholding in Kedrion on the market at the price at which the listing is placed.

"***Kedrion Shares Placing Price***" shall mean the placement price fixed at the time of Listing.