



# SPAFID CONNECT

|  |  |            |
|--|--|------------|
| Informazione<br>Regolamentata n.<br>20116-6-2020 | Data/Ora Ricezione<br>13 Febbraio 2020<br>16:42:44 | MTA - Star |
|--|--|------------|

Societa' : Alkemy SpA

Identificativo : 127624

Informazione  
Regolamentata

Nome utilizzatore : ALKEMYN03 - Claudio Benasso

Tipologia : 3.1

Data/Ora Ricezione : 13 Febbraio 2020 16:42:44

Data/Ora Inizio : 13 Febbraio 2020 16:42:44

Diffusione presunta

Oggetto : Excerpt of the shareholders' agreements  
containing essential information pursuant to  
Article 122 of Legislative Decree No. 58 of  
24.2.1998

*Testo del comunicato*

Vedi allegato.

**Excerpt of the shareholders' agreements containing essential information pursuant to Article 122 of Legislative Decree No. 58 of 24.2.1998, as amended, the ("TUF") and Articles 130 and 131 of Consob Regulation No. 11971/1999 of 14 May 1999 as amended ("Issuers' Regulation")**

**Alkemy S.p.A.**

Pursuant to Article 122 of the TUF and Article 130 of the Issuers' Regulation, it is hereby announced that on December 9, 2019, a syndicate agreement was entered into by Duccio Vitali, born in Florence on February 4, 1969, residing in Milan, Via Caduti in Missione di Pace, 17, tax code VTLDCC69B04D612W ("**DV**"), Jakala Holding S.p.A., with registered office in Milan, Corso Magenta 85, VAT Registration No., Tax Code and Milan Business Register No. 13024780150 ("**Jakala**"), Riccardo Cesare Lorenzini, born in Genua on July 10, 1957, residing in Milan, Via Vasto 1, tax code LRNR57L10D969B ("**RCL**"), O2E S.r.l., with registered office in Rome, Via S. Jacini 19, VAT Registration No., Tax Code and Rome Business Register n. 11208371002 ("**O2E**"), Lappentrop S.r.l., with registered office in Rome, Via Aventina 30, VAT Registration No., Tax Code and Rome Business Register n. 11925881002, corporate capital of Euro 52.100,00 fully paid up ("**Lappentrop**") (jointly or individually, as applicable, the "**Shareholders**" or the "**Shareholder**") involving the ordinary shares (the "**Shares**") of Alkemy S.p.A. (the "**Agreement**").

This excerpt have been updated pursuant to Article 131 of the Issuers' Regulation to acknowledge a change in the number and in the percentage of the Contributed Shares as a consequence of the increase in the voting rights of DV, Jakala, RCL and O2E, pursuant to Art. 14 of the Company's bylaws. Therefore, it should be noted that as of today the Company's share capital is represented by No. 5,609,610 ordinary shares which grant No. 7,198,120 voting rights and, in particular: (i) No. 4,021,100 ordinary shares without increased voting rights, which grant No. 4,021,100 voting rights; and (ii) No. 1,588,510 ordinary shares with increased voting rights, which grant No. 177.020 voting rights.

The changes in the text of the excerpt are underlined. The terms indicated above with an uppercase letter have the same meaning as those indicated below in the excerpt.

**1. Company whose financial instruments are covered by the Agreement**

The company whose financial instruments are covered by the agreement is Alkemy S.p.A., with registered office in Milan, Via San Gregorio 34, tax code and registration number at the Companies' Register of Milan no. 05619950966, corporate capital subscribed and paid in for Euro 587.589 divided into no. 5.609.610 ordinary shares without par value, listed on the Mercato Telematico Azionario, STAR market segment, organized and managed by Borsa Italiana S.p.A. ("**Alkemy**" or the "**Company**").

**2. Type of agreement**

The provisions contained in the Agreement are ascribable to a voting trust for the appointment of the Company's corporate bodies pursuant to Article 122, paragraph 1 of the TUF.

The Agreement furthermore establishes preventive consultation obligations for the exercise of voting rights (article 122, paragraph 5, a), TUF).

### 3. Financial instruments contributed and parties to the Agreement

The Shareholders have agreed to contribute to the Agreement every share owned at the date of execution of the Agreement and every future share they may own for the entire duration of the Agreement.

The following table sets forth the number of shares contributed to the Agreement by DV, Jakala, RCL, O2E and Lappentrop (the "**Contributed Shares**"), the relative percentage in respect of the corporate capital, the number of voting rights of the Contributed Shares (also including the increased voting rights pursuant to art. 14 of the By-laws), the percentage in relation to the total number of voting rights to be exercised at the shareholders' meeting, the percentage of Shares in relation to the total number of Contributed Shares and the percentage of voting rights in relation to the total number of voting rights of the Contributed Shares.

| Shareholders              | N. Contributed Shares   | % Contributed Shares on the corporate capital | Number of voting rights of the Contributed Shares | % voting rights of the Contributed Shares on the corporate capital with voting rights | % Contributed Shares on the total number of Contributed Shares | % voting rights of the Contributed Shares on the total number of voting rights of the Contributed Shares |
|---------------------------|-------------------------|---|---|---|--|--|
| Duccio Vitali             | <u>541,660</u>          | 9.66  | <u>1,064,610</u>                                  | <u>14.79</u>  | <u>29.24</u>   | <u>30.94</u>   |
| Jakala Holding S.p.A.     | 441,340                 | 7.87  | 882,680   | <u>12.26</u>  | <u>23.83</u>   | <u>25.65</u>   |
| Riccardo Cesare Lorenzini | 344,220                 | 6.14  | 688,440   | <u>9.56</u>   | <u>18.58</u>   | <u>20.01</u>   |
| O2E S.r.l.                | 315,770                 | 5.63  | <u>595,770</u>                                    | <u>8.28</u>   | <u>17.05</u>   | <u>17.31</u>   |
| Lappentrop S.r.l.         | <u>209,380</u>          | <u>3.73</u>                                   | <u>209,380</u>                                    | <u>2.90</u>   | <u>11.30</u>   | <u>6.09</u>  |
| <b>Total</b>              | <b><u>1,852,370</u></b> | <b><u>33.03</u></b>                           | <b><u>3,440,880</u></b>                           | <b><u>47.79</u></b>   | <b>100</b>   | <b><u>100</u></b>  |

### 4. Parties which, through the Agreement, can exercise control over the company

No entity, by virtue of the Agreement, exercises alone, directly or through the Agreement, control over the Company pursuant to the law and namely to Article 93, TUF.

### 5. Content of the Agreement

The Agreement provides for the composition of the corporate bodies to be appointed by the shareholders' meeting approving the annual account for the financial year ending on 31 December

2021 (or before such date, whether for any reason the corporate bodies shall cease before their natural term of office).

If during the validity of the Agreement a Shareholder ceases to hold a number of voting rights contributed to the Agreement equal to at least 100.000 (the "**Ceased Party**"), the Ceased Party shall lose the appointing rights described below, and the member or members of the Board of Directors or the Statutory Auditors Board to be appointed by the Ceased Party shall be appointed by the other Parties (excluding the Ceased Party) by majority. The Ceased Party shall exercise the voting rights pertaining to the remaining Shares to vote for the slate composed as previously indicated.

The main provisions of the Agreement are described below.

#### Appointment of the Board of Directors

The Shareholders undertake to jointly submit and vote for a single slate for the renewal of the Company's Board of Directors which shall be appointed by the shareholders' meeting approving the accounts for the financial year ended on 31 December 2021 (or before such date, whether for any reason the current Board of Directors shall cease before its natural term of office), composed as follows, and in any case pursuant to the applicable gender diversity regulation:

- (a) each Shareholder shall have the right to designate a candidate for the office of director;
- (b) the remaining directors candidates, of which at least 2 (two) candidates having the independence requirements provided by the applicable law and by the By-laws, to be placed starting from the sixth slate position or in any case in the following positions in respect of the directors candidates referred to in the previous point (a), shall be designated upon joint indication by the Shareholders provided that, if the Shareholders do not reach an unanimous consensus on the indication, the candidates shall be designated (i) by majority (i.e. at least 3 (three) out of 5 (five) of the subjects parties to the Agreement), or, in case of parity, (ii) by the subjects parties to the Agreement who jointly own the majority of the voting rights contributed to the Agreement;
- (c) the standing and professionalism of the subjects as designated above shall be consistent with their office;
- (d) the Shareholders furthermore undertake, within the limits provided by law and for the entire duration of the Agreement, to do everything in their power to make sure to appoint Alessandro Mattiacci as Chairman of the Board of Directors;
- (e) the subject placed in the first position in the joint slate shall be the subject proposed for the office of Chairman of the Board of Directors and the subject placed in the second position shall be the subject identified for the office of Chief Executive Officer, to be designated by DV.
- (f) if, during the validity of the Agreement, it becomes necessary to replace one or more members of the Board of Directors taken from the slate provided by this paragraph, the subjects parties to the Agreement shall jointly propose and vote in the shareholders' meeting upon proposal of the party who had designated the ceased member (or by the Parties jointly or by majority, if a director designated pursuant to the previous letter (b) ceases its office).

Lastly, the Shareholders undertake, within the limits provided by law, to do everything in their power to make sure that the members of the Board of Directors designated by them do not submit - during the validity of the Agreement - a slate for the renewal of the Board of Directors pursuant to article 19.9 of the by-laws.

### Appointment of the Statutory Auditors

The Shareholders undertake to jointly submit, and vote, submit, and vote, a single slate for the renewal of the Company's Statutory Auditors which shall be appointed by the shareholders' meeting approving the accounts for the financial year ended on 31 December 2021 (or before such date, whether for any reason the current Statutory

Auditors shall cease before its natural term of office), composed, in any case pursuant to the applicable gender diversity regulation, upon joint indication of the Shareholders, provided that, if the Shareholders do not reach an unanimous consensus on the indication, the candidates shall be designated (i) by majority (i.e. at least 3 (three) out of 5 (five) of the subjects parties to the Agreement), or, in case of parity, (ii) by the subjects parties to the Agreement who jointly own the majority of the voting rights contributed to the Agreement.

### Consultation and information obligations in the event of transfer

The Shareholders undertake to, in good faith and in the spirit of cooperation but with no assumption in regards to the terms of exercise of the voting right (except as provide above in regards of the appointment of the corporate bodies), before every extraordinary and/or ordinary meeting.

Furthermore, the Agreement provides for certain information obligations in the event that a Shareholder intends to transfer an Alkemy stake equal or higher than 1% of the voting rights to a third party.

In the event of transfer at death in relation to every Shareholder of the Agreement, the heirs shall be automatically bound to the Agreement with reference to the Contributed Shares object of the transfer.

## **6. Duration and early termination of the Agreement**

The Agreement is valid starting from the first date of trading (i.e. 17 December 2019, la "Date of Execution") and shall remain in force for a period of three years starting from the Date of Execution.

Upon expiry, the Agreement shall be deemed automatically renewed for further periods of 3 years, subject to each Party's right of withdrawal to be exercised within the fourth month before each expiration date. The Parties have furthermore agreed that the Agreement shall cease to be effective in regards of the party who ceased, for any reason, to hold at least 50.000 voting rights contributed to the Agreement.

## **7. Filing**

The Agreement has been filed on 20 December 2019 with the Companies' Register of Milan. The changes in the number and in the percentage of the voting rights relating to the Conferred Shares has been filed on 12 February 2020 with the Companies' Register of Milan.

12 February 2020

Fine Comunicato n.20116-6

Numero di Pagine: 6