

Essential information pursuant to Article 122 of Legislative Decree dated February 24, 1998, no. 58 (“CFA”) and Article 130 of CONSOB Regulation dated May 14, 1999, no. 11971 (“CONSOB Regulation”) relating to the agreement entered into on August 6, 2024, by and between Retex S.p.A. - Benefit Corporation (“*Società Benefit*”) and Twinfin S.r.l. concerning the shares of Alkemy S.p.A.

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Pursuant to Article 122 of CFA and Article 130 of CONSOB Regulation, the following is hereby disclosed.

1. Introduction

On August 6, 2024, Retex S.p.A. – Benefit Corporation (“*Società Benefit*”) (“**Retex**” or the “**Offeror**”) and Twinfin S.r.l. (the “**Shareholder**” and, together with Retex, the “**Parties**”) entered into an agreement (the “**Agreement**”) pertaining to shares issued by Alkemy S.p.A. (respectively, the “**Shares**” and “**Alkemy**” or the “**Issuer**”).

In particular, the Agreement regulates:

- (a) the undertaking of the Shareholder to tender all its Shares to the voluntary tender offer pursuant to Articles 102 and 106, paragraph 4, CFA, launched on June 24, 2024, by the Offeror and aimed at acquiring all Alkemy shares, amounting to a total maximum of no. 5,685,460 Shares representing 100% of the Issuer’s share capital, and achieving the delisting of the Shares from “*Euronext Milan*”, a regulated market organised and managed by Borsa Italiana S.p.A. (the “**Offer**”);
- (b) the mutual undertakings of the Parties pending the Offer and thereafter; and
- (c) the mutual undertakings of the Parties concerning – following and subject to the completion of the Offer – the reinvestment by the Shareholder of 100% of the financial proceeds from the acceptance of the Offer through the subscription (“*sottoscrizione e liberazione*”), by means of a cash contribution, of a share capital increase of the Offeror, with the exclusion of option rights (“*diritti di opzione*”) pursuant to Article 2441, paragraphs 5 and 6, of the Italian Civil Code, to be performed for a share issue price (“*prezzo di emissione*”) corresponding to the fair market value of the Offeror (the “**Reinvestment**”).

2. Type of shareholder agreement

Certain provisions contained in the Agreement are relevant pursuant to Article 122, paragraphs 1 and 5, letters b), c) and d)-*bis*, CFA.

3. Companies whose financial instruments are covered by the Agreement

The Agreement pertains to the shares issued by Alkemy S.p.A., a joint-stock company (“*società per azioni*”), incorporated under Italian Law, with registered offices in Via San Gregorio 34, Milan, registered with the companies register of Milan-Monza-Brianza-Lodi, with no. 05619950966, with a share capital of EUR 595,534.32, fully paid-up, divided into no. 5,685,460 Shares, without indication of par value (“*valore nominale*”) and with regular dividend entitlement (“*godimento regolare*”). According to the communications pursuant to Article 85-*bis*, paragraph 4-*bis*, of CONSOB Regulation, due to the increase in voting rights pursuant to Article 127-*quinquies* CFA and Article 14 of the Issuer’s articles of association (the “**Voting Increase**”), and considering the Voting Increase accrued by the Shareholder on August 4, 2024, with respect to its no. 285,345 Shares, the voting rights exercisable at the Issuer’s shareholder meetings amount to no. 7,128,841.

The Shares are admitted for trading on “*Euronext Milan*”, a regulated market organized and managed by Borsa Italiana S.p.A.

4. Parties to the Agreement and financial instruments covered by of the Agreement

4.1 Parties to the Agreement

The parties to the Agreement are as follows:

- (a) **Twinfin S.r.l.**, a limited liability company (“*società a responsabilità limitata*”) incorporated under Italian Law, with registered office in Milan (Italy), via Pontaccio, no. 8, registered with the companies register of Milan-Monza-Brianza-Lodi with no. 07577190965; and
- (b) **Retex S.p.A. – Benefit Corporation (“Società Benefit”)**, a joint-stock company (“*società per azioni*”), incorporated under Italian Law, with registered offices in via Gaetano De Castillia n. 23, Milan, registered with the companies register of Milan-Monza-Brianza-Lodi, with no. 06054450017, controlled by FSI SGR S.p.A, a joint-stock company (“*società per azioni*”) incorporated under Italian Law, with registered office in Passaggio Centrale, No. 7, Milan, registered with the companies register of Milan-Monza-Brianza-Lodi with no. 09422290966, and registered with the Register of Asset Management Companies (“*società di gestione del risparmio*”), Section AIFs, pursuant to Article 35, paragraph 1, CFA, with no. 157 (“**FSI**”) (on behalf of the alternative investment fund “*FSI II*”).

4.2 Financial instruments covered by the Agreement

The Agreement pertains to all the Shares held by the Parties which, as at the date of this essential information, correspond with the no. 285,345 Shares held by the Shareholder, representing in aggregate 5.02% of the Issuer’s share capital. Due to the Voting Increase, accrued by the Shareholder on August 4, 2024, with respect to its no.285,345 Shares, these Shares confer a total of no. 570,690 voting rights, representing 8.01% of the voting rights exercisable at the Issuer’s shareholders’ meetings.

5. Shareholder provisions contained in the Agreement

5.1 Undertakings to tender Shares the Offer

The Shareholder undertook *vis-à-vis* Retex:

- (a) to tender to the Offer the no. 285,345 Shares held by the Shareholder on the signing date of the Agreement by the 3rd (third) trading day before the end of the Offer period (as possibly extended);
- (b) not to withdraw its acceptance to the Offer in respect of the Shares; and
- (c) in any event not to sell, transfer or otherwise dispose of, or create liens and encumbrances of any kind or nature whatsoever, or any third-party rights over, Shares or financial instruments granting their holders the right to purchase or subscribe Shares or a long position with Shares as underlying securities, nor make any commitment thereto.

5.2 Conduct of the Parties during the Offer and thereafter

The Parties undertook to act in compliance with applicable regulations in relation to the Offer, including the provisions set forth by Articles 41 and 42 of CONSOB Regulation.

During the period between the date hereof and the end of the 6th (sixth) month following the last settlement date of the Offer, the Shareholder undertook, unless otherwise agreed in writing between the Parties:

- (a) not to purchase, or undertake to purchase, Shares or financial instruments granting their holders the right to purchase or subscribe Shares or a long position with Shares as underlying securities;
- (b) not undertake or enter into any act, transaction or undertaking which may in any way result in an increase of the consideration of the Offer pursuant to applicable law;

- (c) to procure that the controlling entity of, the companies controlled by, the companies under common control with, the Shareholder, as well as the directors and the general managers of such companies, who qualify as persons acting in concert with the Shareholder pursuant to applicable laws and regulations, do not perform any of the acts or operations referred to in letters (a) and (b) above.

The Shareholder also undertook:

- (a) not to carry out, directly or indirectly and also through persons acting in concert indicated in letter (c) above, acts or transactions triggering an obligation to launch a mandatory tender offer for the Shares pursuant to applicable law;
- (b) with the exception of the Agreement, not to enter into shareholder agreements or other agreements concerning Shares;
- (c) in case that an obligation to launch a mandatory tender offer for Alkemy's shares arises for even only one of the Parties:
- (i) to waive, in whole or in part, the Voting Increase and/or, at its sole discretion, to transfer to unrelated parties the Alkemy shares held by the Shareholder in excess of the thresholds set forth in Article 106, paragraphs 1 or 3, lett. b), CFA, within 12 (twelve) months from the date on which the obligation was triggered, to the extent necessary for the Parties to benefit from the exemption to launch a mandatory tender offer for the Alkemy's shares pursuant to Article 49, paragraph 1, letter e), of CONSOB Regulation, while keeping the Offeror promptly informed in writing of the of the aforementioned waiver and/or sale and the completion thereof;
 - (ii) not to exercise the voting rights in excess until the completion of the divestment and/or reduction under point (i) above;
 - (iii) to fulfil, to the extent of its competence, all obligations, activities, and formalities required by applicable law and regulations for the purposes of the foregoing, including the publication of the communication to avail itself of the exemption set forth in Article 49, paragraph 1, lett. e), of CONSOB Regulation as well as the commitments referred to in points (i) and (ii) above undertaken by the Shareholder, pursuant to and for the purposes of Article 49, paragraph 4, letter b), of CONSOB Regulation;
- (d) not to advance, and vote against in the shareholder meetings of Alkemy on, proposals of resolutions concerning acts or transactions that could frustrate the achievement of the Offer's objectives, also pursuant to Article 104 CFA; and
- (e) in any event, not to carry out acts or transactions that may frustrate the achievement of the objectives of the Offer or are in any way likely to hinder the transaction regulated under the Agreement or delay its completion, including the mere search for other offers or alternative transactions.

5.3 Reinvestment undertakings

Subject to the completion of the Offer, the Shareholder undertook to carry out – on the first settlement date of the Offer – the Reinvestment and thus subscribe (“*sottoscrivere e liberare*”), by means of a cash contribution, a share capital increase of Retex, to be resolved with the exclusion of option rights (“*diritti di opzione*”) pursuant to Articles 2441, paragraphs 5 and 6, of Italian Civil Code, and to be offered for subscription to the Shareholder (the “**Capital Increase**”):

- (a) with the issuance to the Shareholder of Retex shares belonging to a new class of shares, which will: (i) have voting rights; (ii) be subject to lock-up undertakings, the pre-emption right of the shareholders holding class “B” Retex shares, the drag along right, and the right of redemption exercisable against

shareholders who fail to fulfil the obligations arising from the exercise of the drag along right, and benefit of a tag-along right, at the same terms and conditions applicable to class “A2” Retex shares issued pursuant to the Retex articles of association currently in force. The Agreement also specifies that the shares issued from the Capital Increase will confer option rights (“*diritto di opzione*”) to subscribe shares of the same class in the event of share capital increases of Retex without contributions (“*aumento di capitale gratuito*”) or for cash contributions with option rights (“*diritto di opzione*”), as well as the rights and obligations provided by Retex’s current articles of association for the case of listing, in the same way as the class “A2” Retex shares already issued;

- (b) for an amount (including par value and share premium) equal to 100% of the gross financial proceeds resulting from the acceptance of the Offer; and
- (c) for a share issue price (“*prezzo di emissione*”) corresponding to the fair market value of Retex, to be determined by the competent corporate bodies of Retex in good faith and in accordance with appropriate valuation methodologies applicable in transactions of the same type for companies operating in the same or similar sectors without taking into account any minority discount (thus calculated as a percentage of 100% of the company’s economic capital based on the aforementioned criteria) and also taking into account the methodologies and valuations used to determine the share price issue resolved upon by the shareholder meeting of Retex on May 15, 2024 in the context of the share capital increase offered for subscription to FSI (in the name and on behalf of the alternative investment fund “*FSI II*”).

To allow the completion of the Reinvestment on the first settlement date of the Offer, Retex must cause a shareholder meeting to be duly convened and validly held to resolve on the Capital Increase in a timely manner, allowing for its subscription by the Shareholder in accordance with the Agreement.

6. Duration and effectiveness of the Agreement

The provisions of the Agreement shall be effective starting from its signing date and until the completion of the Offer (including the sell-out obligation pursuant to Article 108, paragraph 2, CFA and the squeeze-out right pursuant to Article 111 CFA), with the exception of the provisions referred to in:

- (a) the previous Section 5.2, second paragraph, which shall be effective until the expiration of the 6th month following the last settlement date of the Offer;
- (b) the previous Section 5.3, which shall be effective as of – and subject to – the completion of the Offer and shall be performed within the first settlement date of the Offer.

7. Person exercising control over Alkemy pursuant to Article 93 CFA

As at the date of this essential information, no person exercises control over the Issuer within the meaning of Article 93 CFA.

8. Filing with the Companies Register

A copy of the Agreement will be filed within the terms set forth by law with the Milan-Monza-Brianza-Lodi Companies Register.

9. Website where essential information on the Agreement is published

This essential information will be published, pursuant to Article 130 of CONSOB Regulation, on Alkemy’s website (www.alkemy.com), “*Corporate Governance – Corporate Structures - Shareholder Agreements*” sections.

Milan, August 7, 2024