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ABI depositary	MT Account	Progressive No.
_____	_____	_____

APPLICATION FORM

Offer in Option and Pre-emption of no. 1,031,675 shares of Sesa S.p.A. subject to withdrawal

Option ratio: 1 share at a price of Euro 110.20 for every 14 option rights held

Subscription period: from October 26, 2024 to November 28, 2024 (inclusive)

To be addressed to: **Sesa S.p.A.**

Via della Piovola n. 138 - 50053 Empoli (FI)

PEC: sesaspa@pec.leonet.it

The undersigned _____ born on _____ in
_____ Tax Code _____ domiciled in
_____ (____), address _____ no. _____.

or, in the case of a legal entity

The undersigned _____ born on _____ in
_____ Tax Code _____ in the capacity of
_____ of the society _____ with registered office in
_____ (____), address _____ no. _____ tax code / VAT no.
_____, registered at no. _____ of the Register of Companies of
_____, with the necessary powers

- Declares

- (i) to have taken note of the offer in option and pre-emption of the shares of Sesa S.p.A. ("**Sesa**" or the "**Company**"), for which the right of withdrawal has been exercised (the "**Shares**"), filed into the Register of Companies of Florence, pursuant to art. 2437-quarter, paragraph 2, of the Italian Civil Code on October 25, 2024 and made available on the same date on Sesa's website at www.sesa.it and in the newspaper "*Domani*" on October 26, 2024 (the "**Offer**"),

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- as well as the related update, also filed into the Register of Companies of Florence on November 15, 2024 and made available on the same date on Sesa's website at www.sesa.it, and to fully accept its conditions, terms and procedures;
- (ii) not to have exercised within the expiry of the term provided for by art. 2437-bis of the Civil Code the right of withdrawal pursuant to art. 127-quinquies, paragraph 8, TUF and 2437 of the Italian Civil Code with regard to the shares of Sesa to which the relevant option rights will be entitled, following the adoption of the resolution by the extraordinary shareholders' meeting of the Company held on August 28, 2024, which approved the resolution to amend Article 7 of the Articles of Association, concerning the increase in increased voting rights, pursuant to Article 127-quinquies, paragraph 2, of the TUF;
 - (iii) to be the owner of the shares of Sesa for which he/she has not exercised the right of withdrawal and, therefore, the related option rights;
 - (iv) to be aware that the participation in the Offer is irrevocable;
 - (v) to be the holder of no. _____ option rights, **to exercise** no. _____ option rights and, on the basis of the conversion ratio of 1 Share for every 14 option rights, consequently, to **purchase** no. _____ Shares (rounded down to the lowest unit), at a unit price of Euro 110.20, for a total consideration of Euro _____, which **he/she undertakes to pay** on the date that will be indicated subsequently (the "**Settlement Date**").
- **Requests also to purchase under pre-emption**, pursuant to Article 2437-quarter, paragraph 3, of the Italian Civil Code, no. _____ Shares that remained unexercised at the end of the Offer period, at a unit price of Euro 110.20, **committing to pay** Euro _____ on the Settlement Date to be indicated later.
 - **Acknowledges**
 - (i) that, if the number of Shares remaining unexercised at the end of the application period for the Offer is less than the total number of shares requested in pre-emption, the allocation will be made among those who have exercised the right of pre-emption in proportion to the number of options exercised by each of them, as indicated above, and that the total number of Shares assigned to them in the context of the Offer and possibly in pre-emption will be communicated by the Settlement Date by its depositary intermediary, to whom he/she **gives** an irrevocable mandate to pay to Sesa the total value, as determined above, for the purchase of the Shares, it being understood that the payment of the aforementioned total value and the settlement of the Shares purchased will take place on the Settlement Date which will be communicated subsequently;
 - (ii) that, in the event that the resolute condition affixed to the effectiveness of the resolution to amend Article 7 of the Articles of Association concerning the increase in the increased voting rights pursuant to Article 127-quinquies, paragraph 2, of the TUF should occur, the



declarations of withdrawal received will also become definitively **ineffective** and, likewise, **no purchase of the Shares will take place.**

- **Confirms**

- (i) not to be a resident of any country in which the dissemination of the Offer would constitute a violation of the laws or regulations applicable in such jurisdiction;
- (ii) under his/her own responsibility, for all legal purposes, the accuracy of the data contained in this application form.

Date _____

Signature _____

THE INTERMEDIARY

(Denomination)

Phone. _____ E-mail _____

(Stamp and signature of the Intermediary)
