

<p>Informazione Regolamentata n. 1845-87-2024</p>	<p>Data/Ora Inizio Diffusione 12 Dicembre 2024 10:55:42</p>	<p>Euronext Milan</p>
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Societa' : TECHNOGYM

Identificativo Informazione Regolamentata : 199324

Utenza - Referente : TECHNOGYMN02 - Capelli

Tipologia : 3.1

Data/Ora Ricezione : 12 Dicembre 2024 10:55:42

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Oggetto : Notice to Shareholders – information relating to the exercise of the withdrawal right

Testo del comunicato

Vedi allegato



TECHNOGYM S.P.A.
REGISTERED OFFICE IN CESENA, VIA CALCINARO, 2861
SHARE CAPITAL EURO 10,066,375.00 FULLY SUBSCRIBED AND PAID IN
REGISTRATION WITH THE ROMAGNA FORLÌ-CESENA RIMINI COMPANIES' REGISTRY NO. 315187, TAX CODE 06250230965

NOTICE TO SHAREHOLDERS

RESOLUTION BY THE EXTRAORDINARY SHAREHOLDERS' MEETING REGARDING THE APPROVAL OF THE PROPOSAL TO ENHANCE THE INCREASED VOTING RIGHT SYSTEM

INFORMATION REGARDING THE EXERCISE OF THE WITHDRAWAL RIGHT

Whereas:

- the Extraordinary Shareholders' Meeting of Technogym S.p.A. (**Technogym** or **Company**) held on December 3rd, 2024 (**Meeting**), approved, *inter alia*, the proposal to enhance the increased voting right system adopted by the Company (**Resolution**); and
- on December 12th 2024 the mentioned Resolution was registered with the Companies' Register of Romagna Forlì-Cesena and Rimini (**Registration Date**);

it is hereby announced that the shareholders who did not participate in the approval of the Resolution (i.e., those shareholders who did not attend the Meeting, or who attended the Meeting but voted against the proposed resolution or abstained from voting) have the right to withdraw pursuant to applicable law.

In compliance with the provisions of Article 127-*bis*, paragraph 2, of the Italian Legislative Decree No. 58 of 24 February 1998 (**TUF**), the shareholder on whose behalf shares were registered after the date indicated in Article 85-*sexies*, paragraph 2, of TUF to grant entitlement to attend the Meeting (i.e., after the record date on November 22nd, 2024), but prior to opening of the Meeting, shall be considered as falling within the shareholders who did not contribute to passing the Resolution and, therefore, shall be entitled to exercise the withdrawal right.

It should be noted that the withdrawal - by shareholders who did not participate in the approval of the Resolution - is a right and not an obligation and, therefore, those shareholders may decide whether to exercise it or not.

Withdrawal price

The withdrawal price payable to shareholders exercising their withdrawal right has been determined in accordance with Article 2457-*ter*, paragraph 3, of the Italian Civil Code and is equal to Euro 9.401 for each Technogym share.

Procedure to exercise the withdrawal price

Pursuant to Article 2437-*bis* of the Italian Civil Code, entitled shareholder may exercise the withdrawal right, in relation to all or some of the Technogym shares held, within fifteen calendar days from the

Registration Date and, therefore, no later than December 27th 2024, by sending a declaration to be to be sent to the registered office of Technogym S.p.A. by registered letter or other similar means that allows the registration of the shipping date (included certified email) (**Withdrawal Notice**). The Withdrawal Notice — substantially consistent with the form that has been made available on Technogym’s corporate website at <https://corporate.technogym.com/en/governance/shareholders-meetings> — shall be addressed to “Technogym S.p.A., via Calcinaro n. 2861, 47521 Cesena (FC), Italy”, or, if sent via certified email, shall be addressed to technogym.amministrazione@legalmail.it and shall provide (i) the personal details of the withdrawing shareholder; (ii) the number of shares for which the withdrawal right is exercised; (iii) the details of the intermediary with whom the shares in relation to which the withdrawal right is being exercised are deposited (**Intermediary**).

Furthermore, under penalty of inadmissibility of the exercise of the withdrawal right, withdrawing shareholders shall also request the Intermediary to issue and transmit to Technogym an appropriate communication pursuant to Article 43, paragraph I, of the post-trading consolidated decree of CONSOB and Banca d’Italia of August 13th 2018, as subsequently amended (**Communication**) certifying the uninterrupted ownership, by the withdrawing shareholder, of the shares subject to withdrawal from before the opening of the meeting until the date of the Communication, as well as the absence of pledges or other restrictions on the shares in relation to which the right of withdrawal has been exercised.

If the shares subject to withdrawal are encumbered by a pledge or other liens in favor of third parties, the withdrawing shareholder shall also attach to the Withdrawal Notice the certification of the pledgee (or of the person in whose favor the lien is placed) with which it gives its irrevocable and unconditional consent to the release of the shares from the pledge and/or restriction, as well as to the liquidation of the shares subject to withdrawal, in accordance with the withdrawing shareholder's instructions.

The Intermediary shall send the Communication by certified email to the address technogym.amministrazione@legalmail.it and shall make the Technogym withdrawing shares unavailable until the outcome of the liquidation process.

It is on the responsibility of the withdrawing shareholders to (i) ensure the completeness and correctness of the information contained in the Withdrawal Notice and (ii) send this notice to Technogym S.p.A. no later than the deadline of December 27th 2024, as indicated above, the Company not assuming any responsibility in this regard. Withdrawal Notices sent after the deadline indicated above, or without the required information, and/or not accompanied by the relevant Communication by December 27th 2024, will not be taken into consideration.

Settlement of shares for which the withdrawal right has been exercised

In the event that one or more Technogym shareholders exercise the withdrawal right, the settlement procedure will take place in accordance with the provisions of Article 2437-quater of the Italian Civil Code.

In this case, the Company will offer the withdrawing shares as an option and pre-emptive right to the other shareholders and will communicate the methods of acceptance of the offer and any appropriate information relating to the settlement process of such shares in the notice of offer which will be filed with the Company Register of Romagna Forlì-Cesena and Rimini and published in a newspaper.

It should be noted that if the termination condition referred to in the Resolution (**Condition**) is verified and not waived by Technogym, i.e. if the money amount to be paid by Technogym to the withdrawing shareholders exceeds the overall amount of Euro 100 million, the Resolution will cease to be effective and, consequently, the withdrawal notices will also be ineffective and the settlement of the withdrawing shares will not have place.

Technogym will provide timely communication in relation to the failure to fulfill (or waiver, as the case may be) of the Condition in accordance with the law.

Unavailability of the withdrawing shares

Shareholders are reminded that, in compliance with the mandatory provisions of the law, the exercise of the withdrawal right is irrevocable and the shares in relation to which the withdrawal right has been exercised are blocked (and therefore are neither transferable nor negotiable) from the date of exercise of the withdrawal right and until the transfer of the shares themselves or verification of the fulfillment (in the absence of waiver) of the Condition.

Cesena (Italy), December 12th 2024

This notice will be published in the newspaper "Il Sole24Ore" on December 13th 2024

Fine Comunicato n.1845-87-2024

Numero di Pagine: 5