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To

Seco S.p.A.

Arezzo, Via Achille Grandi 20,

52100 – Arezzo (AR)

For the attention of the Director of Legal and Corporate Affairs

[by registered mail with return receipt, sent in advance by e-mail to the address: legalaffairs@seco.com]

alternatively

[by PEC (certified e-mail) to: seco.corporate@pec.it] [to be sent no later than

[●]]

Subject: **Declaration of Withdrawal pursuant to Article 2437-*bis* of the Italian Civil Code (the "Declaration of Withdrawal")**

[in the case of a natural person]

The **undersigned** _____

born on _____in _____Tax Code _____

domiciled in _____at _____

telephone no. _____e-mail address _____

[in the case of a legal entity]

The **undersigned**_____

born on _____in _____Tax Code_____

_____ in his/her capacity as legal representative of the company _____

with registered office in _____(___), via _____no._____

tax code / VAT no._____, registered under no._____

with the Companies' Register of _____ _

telephone no. _____e-mail address _____

having acknowledged that:

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- by resolution of the Extraordinary Shareholders' Meeting of Seco S.p.A. ("**Seco**") held on 24 November 2026 (the "**Shareholders' Meeting**"), registered with the Companies' Register of Arezzo-Siena on 25 November 2026, the proposal to enhance the increased voting rights system adopted by the Company and the consequent amendment to the By-laws were approved (the "**Resolution**");
- the Shareholders of Seco who did not concur in the approval of the Resolution (*i.e.* absent, abstaining or dissenting shareholders) are entitled to exercise the right of withdrawal pursuant to Article 2437 of the Italian Civil Code by means of this Declaration of Withdrawal;
- this Declaration of Withdrawal must be sent no later than the fifteenth calendar day following the date of registration of the Resolution with the Companies' Register and, therefore, by 10 December 2026 (the "**Exercise Deadline**"); for this purpose, the date of the postmark or, if sent via PEC, the acceptance and delivery receipts shall be conclusive;

declares:

- that he/she did **not**: *(tick the relevant box)*

  attend the Shareholders' Meeting[1];

  concur in the approval of the Resolution, despite having attended the Shareholders' Meeting (and, therefore, that he/she voted against the proposed resolution or abstained from voting);

- that he/she **exercises the right of withdrawal** for no. _____ SECO shares (the "**Shares**"), registered in the securities account no._____ with the intermediary
  Branch no. _____
  at_____Street/Square_____
  _____(the "**Intermediary**");
- that he/she is aware of all the information for the exercise of the right of withdrawal contained in the notice to shareholders published by SECO on 25 November 2026 on the Company's website www.seco.com, Section "Investors > Governance" and, in particular, that he/she is aware that the liquidation value is equal to **Euro 3.417** for each Share subject to withdrawal;
- that he/she has requested the Intermediary, with which the Shares are deposited, to issue the communication (the "**Communication**") certifying:

  (i) the uninterrupted ownership of the Shares from before the opening of the Shareholders' Meeting (10:00 a.m. CET on 24 November 2026) until the time of issuance of the Communication;

  (ii) the absence of any pledge or other encumbrance on the Shares[2];

and requests

that SECO, subject to verification of the legitimacy and regularity of this Declaration of Withdrawal

[1] For the purposes of exercising the right of withdrawal, the person in whose favour the Shares (as defined below) were credited to the account after the *record date* (the date referred to in Article 83-sexies, paragraph 2, of Legislative Decree No. 58/1998, corresponding to 13 November 2026) and before the opening of the proceedings of the Shareholders' Meeting shall also be deemed not to have concurred in the approval of the Resolution.

[2] Where the Shares are subject to a pledge or other encumbrance in favour of third parties, this Declaration of Withdrawal must be accompanied by the certification of the pledgee, or of the person in whose favour the other encumbrance has been created, whereby the latter grants its irrevocable and unconditional consent to the release of the shares from the pledge and/or encumbrance, as well as to the liquidation of the shares subject to withdrawal, in accordance with the instructions of the withdrawing shareholder.

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and subject to receipt of the Communication, proceed to reimburse the Shares in accordance with Article 2437-*quater* of the Italian Civil Code, by making the relevant amount available to the undersigned, through the Intermediary, within the terms and under the conditions provided for by law, by the documentation relating to the Resolution made public and by the resolutions of the Shareholders' Meeting;

further declares that he/she is aware that:

1. in accordance with the provisions of Article 2437-*bis* of the Italian Civil Code and the applicable regulatory provisions in force *pro tempore*, following the issuance of the Communication, the Intermediary shall make the Shares unavailable until the completion of the liquidation procedure;
2. it is the responsibility of the undersigned to ensure the completeness and accuracy of the information contained in this Declaration of Withdrawal and to ensure that the Intermediary promptly transmits the Communication to Seco;
3. any Declaration of Withdrawal sent after the Exercise Deadline, or not in compliance with the prescribed procedures, or lacking the necessary information, or not accompanied, in due time, by the Communication will not be taken into consideration and the right of withdrawal shall not be deemed to have been validly exercised;
4. the completion of the liquidation procedure shall be conditional upon the continued effectiveness of the Resolution which, in turn, is subject to the non-fulfilment of (or the waiver of, as the case may be) the condition subsequent provided for in the Resolution.

Yours faithfully.

Place: _____

Date: _____

Signature: _____

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INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA PURSUANT TO ARTICLE 13 OF REGULATION (EU) 2016/679 (“GDPR”) AND THE NATIONAL PRIVACY LEGISLATION IN FORCE

Information notice pursuant to Article 13 of Regulation (EU) 2016/679

Our Company processes your personal data in the context of the relationships and interactions with you and/or with the entity you represent, as well as for the purposes related thereto, in compliance with Regulation (EU) 2016/679 (hereinafter “GDPR”) and any further applicable legislation on the protection of personal data.

This information notice describes how we collect, use and disclose your personal data and the manner in which we carry out the related processing operations to ensure their security and confidentiality.

1. Contact details of the Data Controller

The Data Controller of the personal data is SECO S.p.A. (hereinafter “SECO”), with registered office in Arezzo (AR), 52100, Via Achille Grandi no. 20, Tel. +39 0575 26979, fax +39 0575 350210.

For any clarification regarding the processing of your personal data, you may contact us by writing to privacy@seco.com .

2. Purposes of the processing

Your personal data, provided by you or acquired in the context of the relationships with SECO, may be processed, directly and/or through third parties, for the following purposes:

- to establish, manage and terminate the relationship with you and/or with the entity you represent;
- to follow up on requests, communications, declarations or applications made by you;
- to perform and/or demand the performance of contractual, pre-contractual and legal obligations;
- to comply with the obligations provided for by applicable civil, corporate, accounting, tax, administrative and regulatory legislation;
- to manage the administrative, accounting and organisational activities related to the relationship;
- to protect SECO’s rights and interests, including out of court or in court;
- to ensure the security of systems, information, data and corporate assets;
- to comply with requests from the competent authorities and with obligations arising from provisions of law, regulations or orders of the authorities.

3. Legal basis for the processing

SECO processes your personal data, as the case may be:

- for the performance of a contract to which you or the entity you represent is a party, or of pre-contractual measures taken at the request of the data subject, pursuant to Article 6(1)(b) GDPR;
- to comply with a legal obligation to which SECO is subject, pursuant to Article 6(1)(c) GDPR;
- for the pursuit of SECO’s legitimate interest in the proper management of its relationships, the protection of its rights and interests and the security of its activities, systems and information, in compliance with the fundamental rights and freedoms of the data subject, pursuant to Article 6(1)(f) GDPR.

4. Categories of data processed

In the context of managing the relationships with you and/or with the entity you represent, SECO may process, depending on the circumstances, the following categories of data:

- Identification and contact data: we will use the data provided by you or otherwise acquired in the context of the relationship (such as, by way of example, first name, surname, address, tax code, telephone numbers and e-mail address) necessary to establish, manage and perform the relationship with you and/or with the entity you represent;

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- Administrative, tax and banking data: where necessary in relation to the nature of the relationship, we may process tax, administrative, accounting and banking data, including bank account details and any further information necessary for making payments and for fulfilling the related legal obligations;
- Data relating to the relationship with SECO: we may process the information contained in the documentation, communications, declarations, requests or applications transmitted by you or otherwise acquired by SECO in the context of the relationship;
- Data relating to the use of IT systems and tools: where you access or use systems, platforms, applications or other IT resources made available by SECO, we may process the technical information strictly necessary for their use and for the security of the systems, such as, by way of example, user ID, technical credentials, logs and access data.

Any special categories of personal data pursuant to Article 9 GDPR or data relating to criminal convictions and offences pursuant to Article 10 GDPR will be processed exclusively where necessary in relation to the specific purpose pursued and where the conditions laid down by applicable legislation are met.

Your personal data will be made accessible exclusively to SECO personnel who need it by reason of their duties, as well as to other persons duly authorised to process it. Such persons are adequately instructed on the proper processing and protection of personal data.

5. Mandatory nature of the provision of personal data

The provision of the requested personal data is necessary where indispensable to establish or manage the relationship with SECO, to follow up on your requests or declarations or to comply with the obligations provided for by applicable legislation.

Failure to provide the necessary data may make it impossible for SECO to establish or perform the relationship, to follow up on the request or to comply with the related obligations.

6. Retention period of personal data

Personal data will be kept in a form which permits identification of the data subject for no longer than is necessary for the purposes for which they are processed.

Data will be retained for the entire duration of the relationship and, following its termination or the completion of the related activity, for the period necessary to comply with legal obligations and to protect SECO's rights and interests, taking into account the applicable limitation periods. Where applicable, in particular with reference to administrative and accounting documentation subject to the relevant retention obligations, data will be retained for the period provided for by applicable legislation, without prejudice to any further retention period necessary for the establishment, exercise or defence of a right.

7. Recipients of personal data

We may disclose your data to the following categories of recipients:

- companies belonging to the SECO Group, for the Group's administrative and management purposes and, where necessary, for managing the relationship with you and/or with the entity you represent;
- public and private persons and/or entities to which the disclosure of the data is necessary in order to fulfil or demand the fulfilment of specific obligations provided for by law, by regulations or by national or European Union legislation;
- public administrations and public bodies, where necessary to comply with specific statutory or regulatory provisions or to manage relationships with them;
- entities and/or persons appointed as data processors pursuant to Article 28 GDPR;
- self-employed professionals or professional firms, including legal, tax, administrative and accounting advisors, engaged by SECO for activities related to the management of the relationship or the protection of its rights and interests, including in the context of litigation and/or administrative proceedings;

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- companies that provide, on behalf of SECO, IT support and maintenance services, supply of hardware and software products, cloud service providers, administrative services and other services instrumental to the management of the relationship, as well as companies performing statutory audit and financial statement certification activities;
- banks, credit institutions and payment service providers, where necessary for the execution of payments or other transactions related to the relationship;
- public security authorities and judicial authorities, where provided for by applicable legislation or upon their request;
- supervisory and control authorities, for the performance of the activities and investigations falling within their respective competence;
- national and/or European Union bodies, including funding or grant-awarding bodies, where the disclosure is necessary in relation to the specific relationship or request.

The data disclosed will concern exclusively the data necessary to achieve the specific purposes related to the relationship with you and/or with the entity you represent. The updated list of persons appointed as data processors may be requested by writing to privacy@seco.com.

8. Processing methods

The personal data provided by you will be processed by means of manual and electronic tools, with logic strictly related to the purposes indicated above and, in any case, in a manner suitable to ensure their security, integrity and confidentiality.

The data will be accessible exclusively to authorised personnel and to other persons who need to process them by reason of the activities they carry out.

9. Transfer of data abroad

Personal data may be transferred to countries belonging to the European Union or to the European Economic Area and, where necessary for the purposes indicated above, also to third countries.

In such cases, the transfer will take place in compliance with Articles 44 et seq. GDPR and on the basis of the conditions and safeguards provided for by applicable legislation.

You may request further information regarding any transfers by writing to privacy@seco.com.

10. Your rights in relation to the processing

You may exercise, in the cases, in the manner and within the limits provided for by applicable legislation, the rights granted by Articles 15 et seq. GDPR and, in particular:

a) right of access (Article 15);

b) right to rectification (Article 16);

c) right to erasure (Article 17);

d) right to restriction of processing (Article 18);

e) right to data portability (Article 20);

f) right to object (Article 21);

g) right not to be subject to a decision based solely on automated processing, including profiling, in the cases provided for by Article 22 GDPR.

Your rights may be exercised by writing to privacy@seco.com.

11. Right to lodge a complaint

If you consider that the processing of personal data relating to you infringes applicable legislation, you have the right to lodge a complaint with the Italian Data Protection Authority (Garante per la protezione dei dati personali), pursuant to Article 77 GDPR, or to bring proceedings before the competent judicial authorities pursuant to Article 79 GDPR.