



**Procedure for managing inside information  
and reporting it to the public**

**Approved by the Board of Directors  
of Pirelli & C. S.p.A.**

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## **1. Introduction**

1.1 - The information - which consists of news concerning an event, a circumstance, a fact or an initiative that has a specific relevance and function in the company activities - is a strategic component of the corporate assets and is essential for the success of the enterprise. They are at the foundation of the most important corporate processes, and their correct and prompt sharing is a requirement for an effective pursuit of the *business* goals.

1.2 - In view of the specific branch of law regarding the protection and spread of qualified categories of information (especially personal and sensitive data pursuant to Italian Legislative Decree no. 196/2003, the so-called Personal Data Protection Code), the use of information complies with the general principles of efficiency in using and protecting company resources, expressed in the specific case by the “*need to know*” rule. The use of information for purposes other than the pursuit of the corporate activities must be considered abusive and, generally speaking, everyone that works in the interest of the Pirelli Group (hereinafter the “**Group**”) is subject to the obligation of holding information acquired or processed confidential in terms of or on the occasion of the execution of their activity.

1.3 - The regulations, on the other hand, provide the obligation of notifying the market of all precise non-public information concerning the Company or its subsidiaries and that, if made public, is able to make a considerable impact on the price of the financial instruments (so-called inside information). The regulations also dictate equal information if the inside information coming from a legal, regulatory, statutory or contractual source is circulated to third parties not subject to obligations of confidentiality ahead of time.

1.4 - Deriving from this is the particular delicacy of the phase prior to “completion” of the inside information, in which not only must the inside information that may by convention be termed *in itinere* be classified confidential in order to not run into the obligation to immediately disclose, but above all its early publication could prove to be deceptive for the market and/or harmful for the business of the company.

1.5 - This procedure governs the management - including notification to the public - of the inside information and of that which could become such, adapting the interest in the fluidity of the information processes and the interest in protecting

information data, with specific reference to the dialectics between *disclosure* of the inside information and its confidentiality during its progressive formation. As such, this procedure coordinates with the internal provisions of general application on the subject of information classification and management with regard to confidentiality.

## **2 - Aim and field of application**

2.1 - This procedure (hereinafter the “**Procedure**”) defines

- a) the requirements of and the responsibilities for classifying inside information, in accordance with the corporate procedures applicable to classifying information;
- b) the methods for tracing access to the inside information *in itinere*, with particular reference to the establishment of the register pursuant to Art. 115-*bis* of Italian Legislative Decree no. 58/1998 and Art. 152-*bis* of the Consob Regulation adopted with resolution no. 11971 of 14 May 1999 and subsequent amendments;
- c) the tools and rules for protecting the confidentiality of the inside information *in itinere*;
- d) the operating instructions on reporting inside information to the market and, in general, on the time of reporting to the public and/or analysts and investors.

2.2 - The Procedure is an essential component of the internal control system of the Pirelli Group, also with reference to the provisions on the subject contained in Italian Legislative Decree 231/2001 and in Organisational Model 231 adopted by Pirelli & C. (hereinafter “**Pirelli**”).

It directly governs the inside information pertaining to Pirelli, its unlisted subsidiaries and the listed financial instruments of the Group, and depicts the *template* of the similar measures that each of the Group companies issuing financial instruments listed on the Italian regulated markets (including the companies that promote and manage shares of listed mutual real estate investment funds) is autonomously obliged to implement.

2.3 - The seriousness of the consequences of an incorrect application of the Procedure requires a rigorous and ongoing verification of its precise observance; if

non-compliances should arise from the verifications, they are promptly reported to the Internal Control, Risks and Corporate Governance Committee by the relevant Supervisor.

2.4 – Any change in the names of the departments or offices mentioned hereunder, as made in implementation of organisational decisions taken by Pirelli, does not constitute a substantial change in this Procedure.

### **3 - Recipients**

3.1 - All members of the corporate bodies and the employees of Group companies that have access to information susceptible to turning into inside information are obliged to observe the Procedure. Specifically, the top executives in the organisation state in writing that they have reviewed the Procedure and are aware of their responsibilities deriving from it at the time of their appointment.

3.2 - The behaviours of the "outside" parties that for any reason have similar access are governed by the rules set forth in the *confidentiality agreement* contained *herein*.

3.3 - This Procedure also applies as an instruction to the companies controlled by Pirelli so that they provide all the information necessary for prompt and correct fulfilment of the communication to the public obligations contemplated by the rules and regulations in effect without delay and - as regards the listed subsidiaries or those with listed financial instruments in the Italian regulated markets or that promote and manage mutual listed real estate investment funds - so that they adopt equivalent measures.

### **4 - References**

- EU directive on the subject of *market abuse* (Directive 2003/6/EC of the European Parliament and Council dated 28 January 2003; Directive 2003/124/EC of the Commission dated 22 December 2003; Directive 2003/125/EC of the Commission dated 22 December 2003; Regulation 2273/2003 of the Commission dated 22 December 2003; Directive 2004/72/EC of the Commission dated 29 April 2004)

- Articles 114 et seq. of Italian Legislative Decree no. 58/1998 (Consolidated Law on Finance – “TUF”)
- Law no. 262/2005
- Consob Regulation adopted with resolution no. 11971 of 14 May 1999 and subsequent amendments
- Consob Notice DME/6027054 of 28 March 2006 on “publication of information about material events and circumstances and obligations to prevent market abuse – recommendations and clarifications”, Code of Ethics of the Pirelli Group and Pirelli & C. S.p.A. Organisational Model 231
- Legislative Decree no. 231/2001
- Legislative Decree no. 196/2003
- General internal control principles
- Operation Rule "OP SE G - 15 June 2006 - " "PROCESSING OF CORPORATE INFORMATION" (Group Policy).

## **5 - Definitions**

- **Inside information** - Pursuant to the law (Art. 181 Consolidated Law on Finance), inside information regarding Pirelli is defined as non-public information, precise in nature, concerning the Company or its subsidiaries and that if made public, is able to have a considerable impact on the price of the financial instruments issued by one or by the others. Information which, if made public, would be likely to have a significant effect on the prices of financial instruments (market sensitive information) shall mean information a reasonable investor would be likely to use as part of the basis of his investment decisions. For the purposes of this Procedure, market sensitive information may consist of inside information *in itinere* (i.e. information that might become inside information) including, among other things, of a final balance sheet as well as a management estimate or a forecast, a bid, a project, a contract, an occurrence (even organisational), a corporate operation, or a business decision. Market sensitive information is specifically held confidential as regulated by this Procedure; this does not rule out that the same information is also classified according to the standard classification methodology pursuant to the

relevant internal provisions, on the basis of the risk of damage to which the Group would be exposed following its improper circulation.

- **Information context** - Having set a certain event/operation/project, the information context regarding that even/operation/project is the sum total of the information pertaining to it, including the additional and however associated information and all of the relevant processing. Likewise, several recurring or ongoing activities/processes within the scope of the corporate activity constitute information contexts.
- **Register** - The information databank established according to the law bearing indication of the parties that because of their working or professional activity, or the functions carried out, have access to market sensitive information.
- **Market Sensitivity Support Group** - Technical support on the subject of defining information in terms of *market sensitivity* is ensured by a pool of people in charge identified by the managers of the competent functions within the following Managements: (i) Legal Affairs of the industrial sectors, (ii) Legal and Corporate Affairs and Group Compliance, (iii) Finance, (iv) Group Management Control, (v) Communications, (vi) Investor Relations, and (vii) Chief People Officer coordinated by the party receiving requests for information pursuant to article 2.6.1 of the Market Regulation organised and managed by Borsa Italiana S.p.A., Information Contact Party of the Company.

## **6 - Inside information requirements**

6.1 - The first requirement of inside information is that it be precise. Therefore, the information must have the following as subject matter in order to be considered inside

- ✓ an event that has occurred or that one might reasonably believe will occur, or
- ✓ a sum total of existing circumstances that either one might reasonably believe will come into being and allow conclusions to be drawn on the possible effect of said event, or a combination of circumstances on the prices of the financial instruments of the Company and of its subsidiaries.

6.2 - Inside information concerns events and circumstances that have occurred or that will probably occur. Elaborated studies, research and evaluations are excluded from the field of relevance examined herein, starting with data of public domain.

6.3 - Inside information must also be referable to the Company or to its subsidiaries. To this regard, the inside information may

- √ have a "voluntary" origin (as is the case of the unilateral *business* decisions, extraordinary finance transactions and agreements) or
- √ derive from the ascertainment of objective facts, events or circumstances having a reflection on the activity of the enterprise and/or on the course of the financial instruments issued (such as the final balance sheets of the period, or the resignation of a *top manager*).

The referability of the information to the Company is to be evaluated in terms of legal imputability of the decision (inside information of "voluntary" origin) or of the act of ascertainment (inside information of "external" origin).

6.4 - In the case of "voluntary" origin of the inside information, finalization takes place at the time when the event (transaction, unilateral decision or agreement) to which the information pertains is defined according to the procedures envisaged by the applicable principles of *corporate governance* , *i.e.* resulting from the law, the articles of association and internal documents. Essentially, *disclosure* of the inside information follows the decision of the body having authority over the subject matters of the information itself (Board of Directors or delegated body).

6.5 - As far as the agreements are concerned, in terms of contents and legal restriction it is the time of the substantial definition rather than that of finalization (stipulation) that counts. Inside information is finalized as soon as the will of the parties on the essential elements of the contract is successfully met, without a reservation of further negotiations. The necessity that the "will" of the Company (or of its subsidiaries) be expressed by an agent capable of committing the Company (or its subsidiaries) remains valid in order to ensure referability of the "will" - and with it, referability of the information - to the Company (or to its subsidiaries).

6.6 - In the case the origin of the inside information is "external", that is to say information consisting of ascertainment of objective facts, events or circumstances,



when the fact is instantaneous (*i.e.* notification of a measure concerning a sanction or the resignation of a *top manager*) and not susceptible to discretionary interpretation, the time of its implementation by the company organisation coincides with the referability of the information to the Company (or to its subsidiaries) and therefore with the finalization of the inside information, with consequent obligation of *disclosure*.

6.7 - Ascertainment of the inside information of external origin more frequently emerges as a process that unwinds over time and is broken down into subsequent phases, in one moment aimed at building data (such as final balance sheets of the period), and in another aimed at interpreting a number of circumstances (such as a potential *profit warning* concerning the business trend). In the case in point, the finalizing moment of the inside information is governed by the rules (legal, statutory, internal organisational) of *corporate governance* in terms of competence at the end of the ascertainment process.

## **7 - Classification of *market sensitive* information**

7.1 - In the case of "voluntary" origin of the inside information, the following individuals and bodies are authorised to label the information as market sensitive. Therefore:

- as regards the strategic initiatives, and however to a decision falling under the authority of the Board of Directors (*i.e.* extraordinary finance transaction), the classification of *market sensitive* information is made by the Chairman of the Board of Directors, who may delegates its responsibility to the Secretary of the Board of Directors, who may coordinate with the Chief Executive Officer, and/or the General Managers (if appointed), with the Secretary of the Board of Directors or with key managers designated by the Board of Directors for this purpose;
- as regards a decision left to a delegated body and/or a key manager designated by the Board of Directors (*i.e.* sales agreement, or launch of a new product), it is the delegated body itself, which might be assisted by its own direct organisational superior in charge of the transaction and/or activity that results in the generation of inside information.

7.2 - It is also possible that the categorization is made directly by the same body having the authority to decide (*i.e.* by the Board of Directors or the delegated bodies).

7.3 - Once the information has been classified as *market sensitive*, the legitimated party will set the isolation protocols of the corresponding information context into motion so as to prevent improper circulation inside, and above all outside, the corporate organisation.

7.4 - In the case of "external" origin of the inside information, the hypothesis that the instantaneous event is not susceptible to interpretation being confirmed, in which mere receipt by the organisation makes the *disclosure* obligation emerge, the information takes on the *market sensitive* classification (and is subject to the specific confidentiality regime associated with this *status*)

- in the case in which the information content undergoes a formalized ascertainment/construction procedure (*i.e.* processing of the data intended to be disclosed in an accounting situation), starting from the procedure phase identified by the top executive of the organisation in charge of the procedure. In making this determination, the organisational need for promptness of the flows of "elementary" information must be reconciled with the need for prompt prevention (with adequate tools and behaviours) of the risk of news *leakage*;
- in the case in which the process of interpreting and assessing the event or circumstance is not formalized *ex ante* (*i.e.* notification of a measure concerning a sanction), starting from the moment in which the event or circumstance falls within the sphere of referability of the enterprise at the time of the assessment of the competent top executive of the organisation, if and when he/she considers that the specific information may evolve into inside information.

7.5 - Before being classified as *market sensitive*, the information is in a preliminary stage irrelevant for the purposes of this Procedure, which obviously does not rule out its confidential nature and relevant classification according to the principles contained in the Group *Policy* , which is also applied after classifying the information as *market sensitive*.

7.6 - The parties appointed to classifying the information as *market sensitive* may avail themselves of the technical support of the *Market Sensitivity Support Group*,

which may also draw up, by way of example, relevant lists of events and circumstances that normally, according to their nature, characteristics and dimensions, could emerge as significant.

## **8. Register**

8.1 - The Register consists of an information system able to ensure traceability of access to the single *market sensitive* information contexts so as to consent subsequent verifications regarding the registrations made and any updates of the data entered in the Register. Ensuring the traceability of the information management within his/her sphere of activity and responsibility lies with the single member.

8.2 - Without prejudice to observance of the requirements provided by the legal and regulatory branch, entries in the Register are made:

- for significant recurring or ongoing activities/processes (*i.e.* the reporting , *budget, forecast* process);
- for specific projects/events (*i.e.* extraordinary corporate operations, acquisitions/sales, relevant external facts).

8.3 - The single name will be entered in the Register for a single recurring or ongoing activity/process or for single project/event (also with the possibility of multiple registration in different information contexts), indicating the initial moment of the availability of the specific *market sensitive* information and the starting moment, if any, from which said availability ceases (entry/exit from the significant information context).

8.4 - Responsibility for opening a new information context and its populating coincides with the responsibility to classify an information as *market sensitive* and therefore is entrusted to the same parties authorised to classify the information (the Board of Directors, the Chairman of the Board of Directors, potentially the Secretary of the Board of Directors by authority of the Chairman, the Chief Executive Officer, if designated, the key managers and the top executives of the organisation). The person who has started up the single and specific information context is the primary person responsible for it and, as such, also governs the choices to reclassify relevant contents.

8.5 - When a new name and subsequent relevant updates are entered in the Register by either the primary person in charge of the information context to which the market sensitive information pertains or another party authorised to do so, the system will automatically generate a notification message to the interested party complete with a relevant informative note regarding obligations, prohibitions and responsibilities tied to accessing the market sensitive information (see model in Annex A), including this Procedure and the disclosure made pursuant to Article 13 of Legislative Decree no. 196/2003 (Annex B).

8.6 - The roles and methods for managing and updating the Register, the methods for searching for data entered into it, and the criteria adopted in keeping the databank are provided in detail in the document annexed to this Procedure as Annex C.

## **9 - Confidentiality measures applied to the *market sensitive* information**

9.1 - The Pirelli Group adopts measures suited to maintaining the confidentiality of the *market sensitive* information. In particular, without prejudice to the security measures provided by the Group *Policy* and all other precautions suggested by experience and generally by prudence in order to contain the risk of information *leakage* within reasonable limits, compliance with the organisational, physical and logical security measures stated *herein* is mandatory.

9.2 - It remains understood that the same measures are also applied

- to the inside information already finalized for which the delay of *disclosure* up to when *disclosure* is made has been requested in the due forms;
- also following *disclosure* as regards all the preparatory and preliminary material, without prejudice to the possibility of the primary person in charge of the information context to which the material pertains to reclassify.

### **Organisational security**

9.3 - The distribution of *market sensitive* information based on the *need to know* guideline is left to the responsibility of the top executives of the organisation included in the Pirelli organisation chart, who are responsible for notifying the

recipients of the significance of the reported information and for promptly ensuring consistent populating of the Register.

9.4 - In case of significant recurring or ongoing activities/processes, identification of the parties authorised to gain access to the market sensitive information is an essential element of the operating procedures that govern those same activities/processes. It is the responsibility of the Chief People Officer Management to supervise the updating of the Register in connection with the internal organisational developments.

9.5 - To access market sensitive information, the parties outside the Group must first sign a special *confidentiality agreement*. The body delegated to open the disclosure process associated with the external party is responsible for collecting and archiving the confidentiality agreement. If in connection with his or her specific capacity the employee should transfer information to parties outside the Group, he or she shall also be responsible for verifying that the confidentiality agreement is signed beforehand. The template of said agreement, whose contents can be derogated only with the explicit authorisation of the Chairman of the Board of Directors or, if necessary, by the Secretary of the Board by authority of the Chairman or by a Managing Director, is found in Annex D of this Procedure.

#### Physical security

9.6 - The activity of producing media (such as, by way of example, document printing and photocopying) containing *market sensitive* information must be supervised by personnel entered in the Register. The subsequent preservation, distribution and, in general, management of said media are the responsibility of those who have them and within the limits in which they have them, based on the qualification resulting from the registration in the Register. Each one is responsible for ensuring the traceability of the management operations of the media entrusted to them.

9.7 - The medium must be labelled "*market sensitive*" to make the nature of the information it contains recognisable; for this reason any *files*, regardless of the extension, must carry the coded name of the information context to which they belong in the name.

9.8 - The media bearing *market sensitive* information must be kept in rooms having controlled physical access or be placed in guarded archives or be protected after they are used, and must never be left unattended, particularly when taken outside the work offices.

9.9 - The media bearing *market sensitive* information must be distributed by the same parties that have them, with the procedures best suited for preventing any improper retrieval of the information content.

#### Logical security

9.10 - When processed/handled/transmitted/filed in electronic format, the *market sensitive* information must be handled so as to ensure its confidentiality.

9.11 - The populating of the Register as to a specific information context automatically entails the corresponding populating of the *database* of the licenses authorising access to the corresponding *files*, with the user profiles corresponding to the roles defined in the Register, also by category.

### **10 - Reporting inside information to the market - general rules**

10.1 - In the case of "voluntary" origin of the inside information (or inside information to be ascertained), it is the responsibility of the party entitled to classify the information context as market sensitive (of the organisational top executive in charge of the ascertainment process) to promptly start up the processing process of the report to circulate to the market when the inside information is finalized.

10.2 - To this end, said party manages relations with the Corporate Communications Department, coordinating all Register members involved in the specific information context having the necessary cognitive elements so that the Corporate Communications Department can work out a press release draft. The Market Sensitivity Support Group verifies this draft with regard consistency of the economic and financial data presented, suitability for meeting the needs of the investors and the financial community, consistency with what is already pictured by the Company in its institutional reports, meaning in previous press releases, and compliance with the applicable regulations.

10.3 - Lastly, the Information Contact Person assesses whether to initiate specific preliminary verifications (*i.e.* Italian Stock Exchange, Consob), also for the purpose, if necessary, of requesting a delay of the disclosure in the due forms.

10.4 - The Corporate Communications Department lastly submits the press release draft in its version following the interventions and evaluations described above to the approval of the corporate Management (meaning the Board of Directors collectively if the joint decision establishes the finalization of the inside information); it implements any comments or amendments and receives authorisation to make the disclosure from the Director appointed thereto. Having ascertained the presence of the declaration of the Executive in charge of drawing up the accounting and corporate documents of the Company, who certifies that they are truthful if information on the economic, equity or financial situation of the Group is provided, the Corporate Communications Department then circulates the press release according to the applicable rules, and immediately notifies *Investor Relations* and the Information Contact Person of it so that they carry out their activities, and also notifies the Top Executives of the corporate Management.

10.5 - After release to the public, the press release is published without delay (and however before the market opens the day after that of its circulation) by the Corporate Communications Department on the website of the Company with the day and time of insertion indicated.

10.6 - In the case of inside information consisting of an immediate event to be merely implemented, the process described above - *mutatis mutandis* - is started up by the party inside the organisation authorised to verify it.

## **11 - Reporting inside information to the market - special cases**

### **Rumours and requests of the Authority**

#### **11.1 - If**

- there is a significant price change of the listed financial instruments compared to the last price of the day before when news not in conformity with this Procedure and concerning the equity, economic and financial situation, any extraordinary finance transactions, significant acquisitions or sales, or the

business trend of the Company or its subsidiaries has been spread amongst the public;

- there is news of public domain not circulated in conformity with this Procedure and able to considerably influence the price of the financial instruments of the Company or its subsidiaries with markets closed or in the pre-opening phase;
- there is a report made by the Italian Stock Exchange or Consob regarding the circulation of so-called market *rumours*, the Information Contact Person - with the help of the *Market Sensitivity Support Group* and managers of the corporate functions involved - closely examines the situation to verify the need and/or the advisability of informing the public on the truthfulness of the news of public domain, supplementing and correcting its content, if necessary, in order to restore conditions of information equality and correctness, and if necessary assessing the need to request delay of the *disclosure* in the due forms.

11.2 - Likewise, the Information Contact Person closely examines, with the help of the *Market Sensitivity Support Group* and managers of the corporate functions involved, the situation to verify the need and/or the advisability of making an announcement to the public (as above, also evaluating any possible need to request delay of the *disclosure* in the due forms) if the Italian Stock Exchange or Consob present requests for information or announcements to the market, even if there are no *rumours*.

11.3 - In case of recognised ascertainment of the need/advisability to make an announcement to the public, the Information Contact Person initiates the process of drafting the press release serving as the subject matter of the disclosure to the market within the terms set forth above.

#### *Profit warning*

11.4 - In the case of prior communication of targets (also in the form of changing trends) and/or forecast data of the Company and/or of the subsidiaries, the Investor Relations Management, in agreement with the General Managements involved, will monitor the consistency of the actual course of business with what has already been disseminated and will monitor the “consensus” of the market in order to disseminate any profit warnings.



11.5 - If necessary, the press release preparation process is carried out by the Group Finance and Management Control Management with the procedures explained above.

## **12 - Relations with third parties**

12.1 - Specific structures are in charge of *media* relations and with the national and international community within the Company.

### Relations with the financial community

12.2 - Relations with the financial community are handled by the *Investor Relations* Management.

12.3 - On the occasion of meetings with the financial community (such as *road shows, conference calls*, meetings, etc.), the *Investor Relations* Management informs the *Market Sensitivity Support Group* in advance for the assessments of expertise, place, time, methods and subject matter of the meeting, providing a draft of any material planned to be presented/handed out to the participants. A copy of this material in its final draft must be sent to the Information Contact Person for any fulfilments towards the market before it is presented/handed out to the meeting participants.

12.4 - In the case in which inside information is discovered during the preliminary verification of the event contents, the Information Contact Person takes steps to prepare and circulate a relevant press release to the market. The same steps are taken if within the sphere of the meeting there is the involuntary release of inside information to the public.

### Relations with the *media*

12.5 - Relations with the members of the press are handles by the Corporate Communications Department.

12.6 - The Chairman, Chief Executive Officer (subject to consultation with the Chairman) and the other parties authorised by the Chairman, also on the suggestion of the Corporate Communications Department , are delegated to give interviews and issue declarations regarding the Company and attend meetings

with journalists. Said function previously agrees on the contents of the interview or of the press conference with the interested party, keeping the *Market Sensitivity Support Group* constantly informed for its assessments, if necessary.

12.7 - In the case in which inside information is discovered during the preliminary verification of the event contents, the Information Contact Person takes steps to prepare and circulate a relevant press release to the market following the procedures explained above. The same steps are taken if within the sphere of interviews or press conferences there is the involuntary release of inside information to the public.

#### Conferences, meetings, courses and *conventions*

12.8 - On the occasion of the management's participation in conferences, meetings, courses and conventions, the corporate function involved previously informs the Corporate Communications Department - in the case of public meetings which are presumably attended by journalists - and the Chief People Officer Management of the place, time, methods and subject matter of the meeting, supplying the name of the Company representative at the event, as well as a draft of any materials planned for presentation/distribution to the participants.

12.9 - Following a preliminary, concise deliberation, the Corporate Communications Department (and/or the Chief People Officer Management) starts to verify event contents, if necessary, with the Market Sensitivity Support Group. If then inside information is found as a result of said verification, the Information Contact Person takes steps to prepare and issue a special press release to the market with the methods explained above.

### **13 - Publications**

13.1 - The content of any publication of the Company (by way of example: notices, advertising brochures, information booklets, company magazine, etc.) must be first checked by the delegated Department with the support, if necessary, of the Corporate Communications Department and/or the Market Sensitivity Support Group in order to ensure the correctness and homogeneity of the data and news

stated against that already circulated and to verify that they do not contain inside information.

13.2 - In the case in which inside information is discovered during the preliminary verification of the publication contents, the Information Contact Person takes steps to prepare and circulate a relevant press release to the market.

13.3 - Economic-financial information, company documents, presentations to the financial community, information documents, etc. are published on the Company website. Said publication (authorised by the Function managers in charge of the subject) cannot be made before the Company has fulfilled the reporting obligations provided by current regulations; for this reason, the Function in charge of the subject matter sends the documentation to the Information Contact Person so that he or she sees to the fulfilments provided by the applicable regulations.

## ANNEX A

### Report model to send to the parties entered in the Register

In observance of the expectations of Art. 115-*bis* of the Consolidation Act of provisions regarding financial brokerage (Italian Legislative Decree no. 58/1998 and subsequent amendments, hereinafter the "Consolidated Law on Finance"), Pirelli & C. S.p.A. established the Register of persons who have access to information that can become inside information pursuant to Art. 114 of the Consolidated Law on Finance (hereinafter the "Information" and "Register").

To this regard, I herein report, pursuant to Art. 152-*quinquies* of the Consob Issuers' Regulation (Resolution no. 11971/1999 and subsequent amendments), that

***[Note: depending on the reason for which the notice is sent, it is necessary to insert one of the following alternative texts]***

- you have been entered [*or: your company/professional association has been entered*] in the Register in the capacity of a person who has access to the Information within the sphere of the recurring Activity ..... on a regular basis; ***[Note: notice regarding registration within the sphere of a recurring Activity]***
- you have been entered [*or: your company/professional association has been entered*] in the Register in the capacity of a person who has access to the Information within the sphere of the Project/Event ..... on a regular basis; ***[Note: notice regarding registration for participation in a Project/Event]***
- it has been recorded in the Register that you no longer have access to the Information on the Project/Event .....; ***[Note: notice to issue at the end of a Project/Event]***

- it has been recorded in the Register that you [*or: your company/professional association*] no longer has access to the Information within the sphere of the recurring Activity..... ***[Note: report to be made at the end of the registration of a party "on a regular basis" within the sphere of a recurring activity]***

For this purpose it is specified that pursuant to Art. 181 of the Consolidated Law on Finance, the term inside information means information precise in nature that directly or indirectly concerns Pirelli & C. S.p.A. (hereinafter "Company"), its financial instruments or a subsidiary, which has not been made public and which if made public might have a significant influence on the prices of the financial instruments of the Company.

Pursuant to Art. 114 of the Consolidated Law on Finance, the Company is obliged to report, without delay, the inside information regarding the Company itself or its subsidiaries to the public and a delay in fulfilling this obligation is allowed, under the responsibility of the Company, only in certain cases and in keeping with the conditions established by Consob, provided that the Company is able to guarantee the confidentiality of the information.

If the Information is communicated to a third party that is not subject to an obligation of confidentiality, the Company must report it in full to the public at the same time in the case of intentional disclosure and without delay in the case of unintentional disclosure.

Observance of the obligations to hold the Information to which access is granted confidential by the persons entered in the Register is therefore essential, without prejudice to any possible consequence concerning their relationships with the Company, and in any event, the possibility that the Company might seek redress for all damage that it might suffer due to breach of the aforementioned obligations.

To this regard, please note that the burden of ensuring traceability of the management of the Information and its confidentiality lies with each of the parties entered in the Register within the sphere of his/her activity and responsibility starting from when he/she comes into possession of Information pertaining to the recurring Activity or the Project/Event for which he/she is entered with any medium (*i.e.* by correspondence, during meetings, conferences and/or other).

If the entered party should communicate the Information to parties that are not in possession of it (even if already entered in the Register for other reasons), even involuntarily, he/she will be obliged to immediately notify the Register Manager.

Remember that Heading I-Bis of the aforesaid Consolidated Law on Finance provides specific sanctions for the cases of abuse of inside information and rigging the market; specifically, penal sanctions (Art. 184) and administrative sanctions (Art. 187-*bis*) are envisaged against anyone in possession of inside information due to his/her office of member of the issuer's administration, management or audit bodies, investment in the issuer's capital, or carrying on a business activity, profession or function, even public, or an office,

- a) purchases, sells or carries out other transactions, directly or indirectly, on his/her own behalf or for third parties, on financial instruments using the information;
- b) reports said information to others beyond the normal carrying on of the business, profession, function or office;
- c) based on the information, recommends or persuades others to carry out some of the operations indicated in subparagraph a).

The penal sanctions, imposable by the judge, consist of imprisonment from two to twelve years and of a fine ranging from Euro 20 thousand to Euro 3 million; the administrative sanctions, applicable by Consob with justified injunction, range from Euro 100 thousand to Euro 15 million.

The dissemination of false or misleading information that is concretely likely to produce a significant alteration in the price of financial instruments is punishable by imprisonment for two to twelve years and a fine of between Euro 20 thousand

and Euro 5 million (Art. 185), while an administrative fine of between Euro 100 thousand and Euro 25 million (Art. 187-ter) applies to anyone who, through the media, including the Internet, or by any other means, disseminates information, rumours or false or misleading news that give or are likely to give false or misleading signals as to financial instruments, as well as for anyone who carries out:

- a) buy or sell transactions or places orders to buy or sell which give, or are likely to give, false or misleading signals as to the supply of, demand for or price of financial instruments;
- b) buy or sell transactions or places orders to buy or sell which secure, by a person or persons acting in collaboration, the price of one or several financial instruments at an abnormal or artificial level;
- c) buy or sell transactions or places orders to buy or sell which employ fictitious devices or any other form of deception or contrivance;
- d) employs other fictitious devices likely to give false or misleading signals as to the supply of, demand for or price of financial instruments.

The amounts of the fines and pecuniary administrative sanctions mentioned above can be increased up to triple the amount or up to the greater amount of ten times the proceeds or profit obtained with the offence when they appear inadequate even if applied to the maximum extent owing to the personal merits of the guilty party, to the entity of the proceeds or profit obtained with the offence or to the effects generated on the market.

Without prejudice to the possibility of the Company to make up for all damages and/or responsibilities that may arise from behaviours in breach of the obligations referred to in this Report, their non-compliance entails: (i) for employees, the infliction of the disciplinary sanctions provided by the current rules of law and by the applicable collective bargaining agreements, (ii) for any other collaborators, the termination - also without advance notice - of the relationship; (iii) for the directors and auditors of the Company, the Board of Directors may propose revocation of the defaulting director or auditor for just cause at the next Shareholders' Meeting.

Accessory administrative sanctions are also imposed pursuant to Art. 187-*quarter* (the temporary non-fulfilment of the integrity requirements for corporate officers and shareholders of authorized intermediaries, stock exchange companies, auditors and financial salesmen and, for corporate officers of listed companies, temporary disqualification from taking up administrative, management or supervisory positions in listed companies or companies belonging to the same group as listed companies, for a duration of not less than two months and not more than three years) and confiscation of the product of the offence or the profit therefrom and the property used to commit it, or a sum of money or property of equivalent value may be confiscated (Art. 187-*sexies*).

The personal data necessary for entry in the Register and for the relevant updates will be process in compliance with the provisions set out in Italian Legislative Decree no. 196/2003 (the "Personal Data Protection Code").

Please examine the "Procedure for managing inside information and reporting it to the public" and the disclosure given pursuant to Article 13 of the Personal Data Protection Code (Annex B) by going to the website <http://www.pirelli.com/corporate/it/governance7procedures/mark-abuse-proc/default.html>.

For any information or explanations regarding this report or its application, please write to: [inforegistro@pirelli.com](mailto:inforegistro@pirelli.com).

(Manager)



## **ANNEX B**

### **Disclosure pursuant to Article 13 of the Personal Data Protection Code**

Pursuant to Article 13 of the Personal Data Protection Code (Legislative Decree 196/2003), Pirelli & C. S.p.A. is providing you with the following disclosure about the processing of your personal data that it carries out in keeping the “Register of Persons Who Have Access to Inside Information” (hereinafter, the “**Register**”), as envisaged in Article 115-*bis* of Legislative Decree no. 58 of 24 February 1998 (Consolidated Law on Finance).

#### ***1) Purpose of processing and mandatory contribution of the data, duration of data retention***

Your personal data (surname, name, place and date of birth, e-mail address, employer, and position held there) are processed for purposes connected with your entry in the Register and compliance with any other statutory, regulatory, or European Union regulatory obligations. These data must be provided by law. Failure to provide them, or the provision of partial or inexact data might render it impossible for Pirelli & C. to comply with this statutory obligation.

Pursuant to Article 152-*quarter* of the CONSOB Regulation, adopted with Resolution no. 11971/99, as amended, your personal data will be kept for five years after the circumstances that resulted in your entry in or updating of the Register.

#### ***2) Processing procedures and logic***

The data are processed manually (e.g. on paper) and/or by means of automated systems (e.g. using electronic procedures and media), with logics that are related to the aforementioned purposes and, regardless, in such a way as to guarantee data security and privacy.

#### ***3) Data Controller, Data Processors, and categories of Persons in Charge of the Processing***

The Data Controller of your personal data is Pirelli & C. S.p.A., with head office at Viale Piero e Alberto Pirelli, 25 – 20126 Milano.

Your personal data will be processed by the Register Manager (Secretary of the Pirelli & C. S.p.A. Board of Directors) and/or the Register Contact Persons (the immediate supervisors of the delegated body of Pirelli & C. S.p.A.) who will act as the Data Processors of your personal data to the extent of their assigned duties.

Your data may also be processed, as necessary, and to the extent of their duties, by the persons in charge of processing at the departments where the Data Processors work.

You may exercise your rights under Article 7 of the Personal Data Protection Code in regard to the processing of data concerning you (e.g. by requesting the deletion, transformation into anonymous form or blocking of data processed in violation of the

law, as well as opposing their processing for legitimate reasons in any event) by writing to:

Pirelli & C. S.p.A. – Direzione Affari Societari – *Compliance* di Gruppo e Affari Legali Corporate – Viale Piero e Alberto Pirelli, 25 – 20126 Milano

e-mail: **inforegistro@pirelli.com**

***Pirelli & C. S.p.A.***

## ANNEX C

### REGISTER OF PERSONS WHO HAVE ACCESS TO INSIDE INFORMATION

pursuant to Art. 115-*bis* of Italian Legislative Decree 58/1998 and subsequent amendments (hereinafter the “Register”)

#### Keeping criteria and data management and search methods

##### Register planning

Considering:

- a) Art. 115-*bis* of Italian Legislative Decree no. 58/1998 and subsequent amendments (hereinafter the “Consolidated Law on Finance”), which requires that a Register of persons who have access to inside information “owing to business or professional activity or because of the functions carried out” whether on a regular basis or occasionally be set up;
- b) Art. 152-*bis* of the Consob Issuers' Regulation, lastly amended with resolution no. 15232 of 29 November 2005 (hereinafter “Regulation”), which regulates the information to be entered into the Register, in any case ascribing it to the persons entered in it;

the Pirelli & C. S.p.A Register (hereinafter “**Pirelli & C.**” or also the “**Company**”) is planned on a subjective basis. Every person (*i.e.* natural person, corporate body, professional organisation or association) will therefore be qualified based on the specific relationship binding him/her/it to the issuer and by virtue of which him/her/it is in possession of information that can become inside information pursuant to Art. 114 of the Consolidated Law on Finance (hereinafter “**Market sensitive information**”). Said relationship is defined in the “Category” Register. The category can be filled with five types of figures, as listed below:

- a) members of administration, management and audit bodies of the Company or of group companies (“Corporate Officers”);
- b) managers reporting directly to the Chairman of the Board of Directors and the Chief Executive Officer (“Top Executives”);
- c) employees of the Company or of group companies according to their specific business unit (“Employees”);

- d) consultants, auditors and outsourcers ("Consultants");
- e) shareholders that perform management and coordination activities, if any.

Moreover, there is another field defined "Area/Position" which indicates:

- a) the specific position held by Corporate Officers (Chairman of the Board of Directors, Director, Statutory Auditor, etc.);
- b) the assigned business unit on the company organisational chart for the Top Executives and Employees;
- c) any position held by outsourcers at the legal entity which employs them (if applicable).

Without prejudice to the above, the registrations may be made:

- on a regular basis for recurring or ongoing activities/processes such as, for example, the reporting, budget and forecast processes and the activities of preparing meetings of the company bodies (hereinafter the "Recurring activities");
- occasionally for specific operations/projects/events such as, for example, extraordinary finance transactions, acquisitions/sales of assets or investments, notification of a measure (hereinafter the "Projects/Events").

Some persons will be entered in the Register only with regard to single Projects/Events for which they come into possession of market sensitive information, with specification of the date entered in the Register and that on which the party will no longer have access to the aforesaid information, which will respectively coincide with the time when the party is involved in the Project/Event and with the end of the period in which the Project/Event gives rise to market sensitive information (with the publication of the price sensitive press release regarding the positive decision of an operation, or with the decision to not fulfil it, for example) or the earlier moment when the entered party no longer has access to the aforesaid information for any reason. In addition to pertinence to specific Projects/Events, others can be entered also for recurring Activities as persons enabled to accessing market sensitive information in connection with the specific function carried out within the Company or company it controls. For the purpose of clearness, said functions will be described in the Register with particular regard to the normal time frames of the flows of information that regard them so as to

contain the "usual" access of the persons involved in the flows of information cited above within correct limits. Said persons will be registered the first time at the time their functions are entered and their positions will be updated with the methods provided hereunder, when the position held is modified, suspended or terminated. As indicated above, said parties may also be entered in connection with specific Projects/Events at the same time.

## **Register keeping criteria**

### *A) Projects/Events*

In the case a Project/Event that is expression of a will of the Company (*i.e.* of voluntary origin) commences, the party enabled to rating the relevant information as market sensitive, and upon entry of the persons in possession of the information in the Register (hereinafter the “**Contact Person**”) is the one authorised to submit its content to the body qualified to decide on the Project/Event and so,

- in the case in which the decision lies with the Board of Directors of Pirelli & C. (for extraordinary finance transactions, for example), the Chairman of the Board of Directors; he/she may delegate its responsibility to the Secretary of the Board of Directors that will coordinate for this purpose with the General Managers (if appointed);
- in the case in which the decision lies with a delegated body of Pirelli & C. or a key manager appointed by the Board of Directors (for a business agreement, for example), the direct organisation executive of the delegated body (so-called top executives); employees or members of the company bodies of companies controlled by Pirelli & C. that usually do not keep their own registers may be entered in the Register. Subsidiaries issuing financial instruments listed in the Italian regulated markets (including those that promote and manage listed mutual real estate investment funds) that will keep their own registers pursuant to Art. 115-*bis* of the Consolidated Law on Finance and that will therefore be entered in the Register cited in this document as a corporate body in compliance with Art. 152-*bis*, paragraph 2, subparagraph a) of the Regulation are an exception to this rule.

On the other hand, if the Project/Event is the consequence of ascertainment of objective facts or circumstances (*i.e.* of external origin), the Contact Person will be the organisational top executive of the delegated body of Pirelli & C. or a key manager appointed by the Board of Directors to whose sphere of activity the Project/Event refers and that implements it if it is a Project/Event with non-formalised ascertainment, or the person in charge of the process of ascertaining data that may have been formalised *ex ante* if said process exists. The same persons indicated above will be responsible for the subsequent decisions to reclassify market sensitive information, and as a result of entry of the end or interruption of the Project/Event in the Register.

#### *B) Recurring activities*

At present, the following activities are identified as recurring Activities that give rise to being entered as such in the Register:

- preparation of periodic accounting statements;
- preparation of budget situations and definition of quantitative goals;
- preparation and holding of meetings of company bodies/committees of the Company or of its subsidiaries;
- preparation of the reports pursuant to Art. 114, paragraph 1, of the Consolidated Law on Finance;
- relations with investors, analysts and media.
- administration, management and assistance with application of the Register.

Each of the recurring Activities is broken down in the Register into specific “Phases”, featuring a succinct description of them and a timeline for the flow applicable to each Phase, for proper delimitation of the access to information by the parties involved in each Phase. Each individual recurring Activity is analysed by the Human Resources Management that will use – for identifying the phase starting from which entry in the Register is required – indications of the organisational top executive appointed to the recurring Activity. The consequent populating and updating of the Register is the responsibility of the Human Resources Management, also in connection with the organisational developments

Further recurring Activities significant for the purposes of the Register can be identified by the Register Manager (as defined below), also as proposed by the Human Resources Management.

### **Manager**

The Register Manager is the Secretary of the Board of Directors of Pirelli & C., who is responsible for not only the functions identified in other parts of this document, but also for the following:

- overall supervision of keeping the Register and the possibility to access all information it contains, with the right to extract it with all methods made possible by the system:
- relations with the judiciary or supervisory authority when there are any requests pertaining to the data the Register contains;
- coordination of the Contact People and resolving any doubts that might arise from the operational Register management activities.

### **Data management and search methods**

The Register is kept with electronic methods and consists of a system accessible via Internet/Intranet protected by appropriate security criteria. The Manager and the Contact People are permitted access to the application. Specifically, as stated, the Manager has total display of all Register contents and can perform all entry and search operations the system offers. The Contact People instead have more restricted qualifications, and have the possibility to view only the information that each one has entered.

Natural persons will be entered in the Register with their names and surnames, date and place of birth, and email address. If the party entered is a corporate body, an organisation or a professional association, the name and data as indicated above of at least one natural person of reference must be indicated in addition to the identifying data.

The system will keep specification of the Categories of the entered party, his/her assigned Business Unit (when indicated), the registration date and that starting from which the entered party no longer has access to the relevant *market sensitive*

information, as well as the date of all updates made, for each entry in the Register (and therefore for both each Project/Event and each recurring Activity). In compliance with the current regulations, all of the data indicated above will be kept available for at least five years after the circumstances that brought about the registration or update cease to apply.

In the specific case of a Project/Event, the Register Manager may request a communication in which the open positions for which a Project/Event end or interruption date has not been entered will be indicated so as to be able to verify the actual situation of each of them.

The search for data contained in the Register may be carried out:

- on a personal basis (*i.e* surname or name of the registered party);
- by single Project/Event or recurring Activity;
- by category of information (*i.e.* all Projects/Events or recurring Activities);
- on the basis of the status (open, closed) of the Project/Event or recurring Activity.

The generated *output* can be displayed on the screen, printed or exported into a *file*.

Considering the existence of the obligation to report the entry in the Register and subsequent updates to each of the parties entered in the Register, as well as the obligations arising from possession of inside information and the sanctions envisaged in case of violation, the application requires automatically forwarding the reports required by current regulations to the registrants by electronic mail.



## ANNEX D.1

*[carta intestata del consulente o della controparte]*

...., .....

### STRETTAMENTE PRIVATO E RISERVATO

Spett.le

Pirelli & C. S.p.A.

Alla c.a. di .....

**Oggetto: Accordo di riservatezza relativo alla ipotesi di:  
("Operazione")**

Egregi Signori,

facciamo riferimento alle conversazioni intercorse sull'Operazione ed alla Vostra richiesta di assunzione, da parte nostra, anche per conto dei Soggetti Rilevanti (come in seguito specificati) di un preciso impegno di riservatezza.

Dichiariamo di essere consapevoli ed informati del fatto che, a seguito del nostro coinvolgimento nell'Operazione, potranno esserci forniti e/o comunicati dati e informazioni, in forma scritta, elettronica e orale, in merito:

- (a) all'Operazione, compresa la sua esistenza,
- (b) a Pirelli & C. S.p.A. ("Società") e/o alle società da questa controllate o a questa collegate (per tali intendendosi quelle sulle quali la Società esercita, per via diretta o indiretta, una influenza notevole), e
- (c) ai soggetti che partecipano, direttamente o indirettamente, al capitale della Società (complessivamente, "**Informazioni Riservate**")<sup>1</sup>.

Con la presente ci impegniamo a considerare le Informazioni Riservate come strettamente private e confidenziali e a non comunicare e/o divulgare le Informazioni Riservate, se non con il preventivo consenso scritto della Società, a persone diverse da:

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<sup>1</sup> Eliminare di volta in volta i paragrafi non applicabili ovvero, se del caso, inserirne eventualmente di ulteriori;

- (i.) amministratori, dirigenti o dipendenti nostri [o di società consociate (intendendosi come tali le società controllanti e le società controllate, anche indirettamente, da noi e/o dalla medesima società controllante, definite congiuntamente le “**Consociate**”)]<sup>2</sup>,
- (ii.) avvocati o altri consulenti o collaboratori della nostra società o delle Consociate incaricati con il Vostro consenso scritto,
- (iii.) *partners*, associati, consulenti, dipendenti, assistenti o collaboratori operanti presso o per lo scrivente studio e/o associazione professionale,<sup>3</sup>

che siano direttamente coinvolti nell'Operazione e abbiano necessità di venire a conoscenza delle Informazioni Riservate. Ci impegniamo altresì a utilizzare le Informazioni Riservate solo ai fini dell'Operazione e a non usare tali informazioni in alcun modo che possa arrecare pregiudizio alla Società, sue controllate o collegate e ai soggetti che partecipano, direttamente o indirettamente, al capitale della Società.

Dichiariamo di essere dotati di un sistema interno di controllo pienamente idoneo a consentire la protezione delle Informazioni Riservate in conformità a quanto disposto dal presente accordo.

Ci impegniamo inoltre a fare in modo che ciascuno dei soggetti indicati nei paragrafi da (i) a (iii) di cui sopra<sup>4</sup> (tutti congiuntamente i “**Soggetti Rilevanti**”) venga previamente debitamente informato circa gli obblighi di riservatezza e i doveri derivanti dall'applicazione del decreto legislativo 24 febbraio 1998, n. 58 e successive modifiche, nonché della relativa normativa regolamentare di attuazione (nell'insieme il “**Decreto Legislativo**”) e a fare altresì in modo che ciascuna delle persone suddette si conformi alle disposizioni del presente accordo, assumendoci la responsabilità, ai sensi dell'Art. 1381 cod. civ., per ogni violazione del presente accordo compiuta dai suddetti Soggetti Rilevanti.

Le informazioni fornite non saranno considerate Informazioni Riservate nel caso in cui: (x) siano o divengano di pubblico dominio, ad eccezione dell'ipotesi in cui ciò sia conseguenza di una divulgazione e/o comunicazione non autorizzata effettuata

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<sup>2</sup> Inserire il riferimento alle Società Consociate se del caso;

<sup>3</sup> Eliminare di volta in volta i paragrafi non applicabili ovvero aggiungerne eventualmente di ulteriori che riflettano la singola fattispecie, quali ad esempio: “(●) controparti dell'Operazione”; “(●) avvocati o altri consulenti o collaboratori della Società”;

<sup>4</sup> Eliminare di volta in volta il riferimento ai paragrafi da (i) a (iii) non applicabili ovvero, se del caso, aggiungere anche il riferimento agli ulteriori paragrafi inseriti;

da noi o da uno dei Soggetti Rilevanti; ovvero (y) siano o vengano rese disponibili a noi [o alle Consociate] da soggetti terzi rispetto alla Società ed al gruppo facente capo alla stessa, a condizione che tali soggetti terzi non abbiano violato un obbligo a noi noto di riservatezza assunto nei confronti della Società o di altri soggetti appartenenti al suo gruppo; (z) siano state da noi [o dalle nostre Consociate] autonomamente elaborate senza fare, in alcun modo e sotto qualsiasi forma, uso di, ovvero riferimento a, Informazioni Riservate.

In deroga a quanto sopra detto, i soggetti obbligati a norma del presente accordo non saranno tenuti al rispetto delle obbligazioni qui assunte nel caso in cui le Informazioni Riservate debbano essere rivelate o comunicate per legge, regolamento o per ordine di autorità a cui non si possa opporre rifiuto. Resta peraltro inteso che, in tali situazioni, ci impegniamo a informarVi, per iscritto, tempestivamente, di tali ordini o obblighi e a consultarci preventivamente con Voi in merito all'opportunità di adottare iniziative volte ad opporsi o a limitare l'ambito di tali richieste.

Nel caso in cui la divulgazione e/o la comunicazione sia effettivamente dovuta, ci impegniamo a cooperare con Voi, anche qualora si manifesti l'esigenza di ritardare la comunicazione ai sensi dell'Art. 114, comma 3, del Decreto Legislativo, al fine di ottenere ogni provvedimento o altra misura necessaria o utile per assicurare un trattamento riservato e confidenziale a specifiche parti delle Informazioni Riservate.

Ci impegniamo a trattare le Informazioni Riservate nel rispetto della disciplina applicabile in materia di tutela della *privacy*.

Ci impegniamo inoltre – anche tenendo conto del fatto che alcune delle Informazioni Riservate sono suscettibili di divenire informazioni privilegiate ai sensi del Decreto Legislativo – a rispettare puntualmente le disposizioni previste dal Decreto Legislativo ed, in particolare, dichiariamo di:

- (i) riconoscere i doveri che derivano dall'applicazione del Decreto Legislativo;
- e
- (ii) essere a conoscenza delle possibili sanzioni previste dal predetto Decreto Legislativo anche in caso di abuso di informazioni privilegiate o di manipolazione del mercato.

Dichiariamo inoltre di essere a conoscenza che potrete ritenere necessario procedere alla nostra iscrizione nel registro delle persone che hanno accesso a informazioni privilegiate da Voi istituito e mantenuto ai sensi del Decreto Legislativo e di conseguenza ci impegniamo a comunicarVi tempestivamente per iscritto i nominativi dei Soggetti Rilevanti che hanno accesso alle Informazioni Riservate e i nomi di coloro che cessano di avere accesso a dette informazioni; Vi comunicheremo inoltre i nomi di quelli tra loro che accederanno ai vostri uffici.

Siamo altresì consapevoli e prendiamo atto del fatto che la violazione o il mancato adempimento degli obblighi di riservatezza assunti con il presente accordo potrebbe causare danni gravi ed irreparabili alla Società, alle sue controllate o collegate ed ai soggetti che partecipano, direttamente o indirettamente, al suo capitale, nonché ai rispettivi amministratori. Di conseguenza, conveniamo ed accettiamo che, senza pregiudizio degli ulteriori rimedi, anche di natura cautelare, previsti per legge, la Società:

(a) potrà chiedere la risoluzione degli eventuali ulteriori accordi o contratti in essere con noi<sup>5</sup>, e

(b) per un periodo di almeno 3 anni non stipulerà nuovi accordi e contratti con noi<sup>6</sup>,

in caso di accertata violazione degli obblighi previsti dal presente accordo da parte di uno qualunque dei soggetti obbligati a norma dello stesso e, comunque, in caso di applicazione di sanzioni amministrative o penali ai sensi del Decreto Legislativo a carico di uno qualunque dei predetti soggetti. Il periodo di cui alla lettera b) che precede decorrerà, rispettivamente, dalla data di accertamento della violazione ovvero dall'avvenuta conoscenza da parte della Società dell'applicazione di una delle predette sanzioni.

[Dichiariamo di essere a conoscenza che le Informazioni Riservate sono e rimarranno di proprietà della Società e/o delle sue Consociate. Su richiesta della Società saremo tenuti a rimettere immediatamente alla Società tutti i documenti contenenti le Informazioni Riservate e tutte le relative copie o estratti e a distruggere tutte le copie delle Informazioni Riservate in formato elettronico; vi

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<sup>5</sup> Aggiungere se del caso "e o le nostre Consociate";

<sup>6</sup> Aggiungere se del caso "e o le nostre Consociate";

daremo conferma scritta dell'avvenuta distruzione non appena la stessa sia stata effettuata. Qualora espressamente richiesto dalla legge e salvo comunque il rispetto degli obblighi di cui al presente accordo, potremo conservare nei nostri archivi una copia delle Informazioni Riservate a condizione che di tale conservazione ve ne diamo preventiva comunicazione scritta.]]<sup>7</sup>

Gli impegni di cui al presente accordo saranno efficaci dalla data odierna e resteranno in vigore per 3 anni dal completamento dell'Operazione o dalla sua interruzione definitiva.

Il presente accordo sarà regolato ed interpretato ai sensi della legge italiana. Le parti con la presente concordano che ogni controversia che dovesse sorgere in relazione alla sua interpretazione o esecuzione sarà di competenza esclusiva del Tribunale di Milano.

Cordiali saluti. [*consulente o controparte*]

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<sup>7</sup> Paragrafo da inserire se del caso;

## ANNEX D.2

*[letterhead of the consultant or counterparty]*

...., .....

### **STRICTLY PRIVATE AND CONFIDENTIAL**

Messrs.

Pirelli & C. S.p.A.

Attn: .....

**Re: Confidentiality agreement regarding the case of:  
("Transaction")**

Dear Sirs,

We are writing in reference to the conversations held on the Operation and to your request that we undertake, also on behalf of the Significant Parties (as specified hereunder), a precise confidentiality commitment.

We declare we are aware and informed of the fact that following our involvement in the Transaction, data and information in the written, electronic and oral form regarding the following may be supplied and/or communicated to us:

- (a) the Transaction, including its existence,
- (b) Pirelli & C. S.p.A. ("Company") and/or its subsidiaries or associate companies (meaning as such those on which the Company directly or indirectly exercises significant influence), and
- (c) parties that directly or indirectly invest in the capital of the Company (all in all, **"Confidential Information"**)<sup>8</sup>.

We hereby undertake to consider the Confidential Information as strictly private and confidential and to not communicate and/or disclose the Confidential Information to persons other than the following unless with the prior written consent of the Company:

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<sup>8</sup> Each time eliminate the non-applicable paragraphs or, if necessary, insert additional paragraphs;

- (i) directors, executives or our employees [or of associated companies (meaning as such the parent companies and companies that are controlled, even indirectly, by use and/or by the same parent company, jointly called the “**Affiliates**”)]<sup>9</sup>,
- (ii) lawyers or other consultants or collaborators of our company or of the Associated Companies appointed with your written consent,
- (iii) partners, associates, consultants, employees, assistants or collaborators operating at or for the undersigned firm and/or professional association,<sup>10</sup>

who are directly involved in the Operation and who need to become aware of the Confidential Information. We also undertake to use the Confidential Information only for the purposes of the Operation and to not use said information in any way that can cause harm to the Company, its subsidiaries or associated companies and to the parties that directly or indirectly invest in the capital of the Company.

We declare that we have an internal control system totally suited to protect the Confidential Information in compliance with the provisions of this agreement.

We also undertake to ensure that each of the parties listed in paragraphs (i) to (iii) above<sup>11</sup> (all jointly the “**Significant Parties**”) is previously duly informed of the confidentiality obligations and duties deriving from application of Italian Legislative Decree no. 58 of 24 February 1998 and subsequent amendments, and of the relevant regulatory implementation rules (as a whole “**Legislative Decree**”) and to also ensure that each of the aforesaid persons complies with the provisions of this agreement, taking on the responsibility pursuant to Art. 1381 of the Italian Civil Code for all violations of this agreement committed by the aforesaid Significant Parties.

The information supplied will not be considered Confidential Information if: (x) it is or becomes of public domain, except for the case in which it is the consequence of an unauthorised disclosure and/or announcement made by us or by one of the Significant Parties; or (y) it is or is made available to us (or to the Associated Companies) by third parties outside the Company and group to which it belongs,

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<sup>9</sup> Insert the reference to the Associated Companies, if necessary;

<sup>10</sup> Each time eliminate the non-applicable paragraphs or, if necessary, add others that reflect the single case in point such as, for example: “(●) counterparties of the Operation”; “(●) lawyers or other consultants or collaborators of the Company;

<sup>11</sup> Each time eliminate reference to non-applicable paragraphs (i) to (iii) or, if necessary, also add the reference to the additional paragraphs inserted;

provided that said third parties have not violated an obligation of confidentiality known to us undertaken with the Company or other parties belonging to its group; (z) it has been autonomously processed by us [or by our Associated Companies] without making use of or reference to Confidential Information in any way and under any form.

Departing from what is stated above, the parties obliged to comply with the rule of this agreement will not be bound to comply with the obligations herein undertaken in the case in which the Confidential Information must be disclosed or announced according to the law, regulations or by order of authorities to whom one cannot refuse. It however remains understood that in said situations we undertake to promptly inform you in writing of said orders or obligations and to previously consult with you regarding the advisability to adopt initiatives aimed at opposing or restricting the scope of said requests.

In the case in which the disclosure and/or the announcement is actually necessary, we undertake to cooperate with you, even if the need to delay the communication pursuant to Art. 114, paragraph 3, of the Legislative Decree arises in order to obtain all actions or other measures necessary or useful for ensuring a private and confidential treatment to specific parts of the Confidential Information.

We undertake to treat the Confidential Information in observance of the applicable *privacy* policy rules and regulations.

We also undertake to unfailingly comply with the provisions of the Legislative Decree, also considering the fact that some of the Confidential Information is susceptible to becoming inside information pursuant to the Legislative Decree, and we specifically declare that we:

- (i) recognise the duties deriving from application of the Legislative Decree; and
- (ii) are aware of the possible sanctions provided by the aforesaid Legislative Decree, also in the case of abuse of inside information and rigging the market.

We also declare we are aware that you may deem it necessary to enter us in the register of persons having access to inside information you have set up and maintained pursuant to the Legislative Decree and consequently we undertake to notify you promptly in writing of the names of the Significant Parties who have



access to the Confidential Information, of those who will access your offices and of those who will stop having access to the Confidential Information.

We are also aware, and take note of the fact, that violation or failure to fulfil confidentiality obligations taken on with this agreement could cause serious and irreparable damage to the Company, to its subsidiaries or associate companies and to the parties that directly or indirectly invest in its capital, as well as the respective directors. As a result, we agree and accept that, without detriment of further remedies, even precautionary in nature, provided by the law, the Company:

(c) may request the termination of any further agreements or contracts in being with us <sup>12</sup>, and

(d) will not enter into new agreements or contracts with us for a period of at least 3 years<sup>13</sup>,

in case of ascertained violation of the obligations set forth in this agreement by any one of the parties bound in accordance with its provisions and, however, in case administrative or penal sanctions pursuant to the Legislative Decree are applied to any one of the aforesaid parties. The period stated under subparagraph b) above shall respectively start from the date the violation is ascertained or the date the Company becomes aware of the application of one of the aforesaid sanctions.

[We declare we are aware that the Confidential Information is and shall remain the property of the Company and/or of its Associated Companies. Upon the request of the Company, we will be bound to immediately return all documents containing the Confidential Information and all relevant copies or abstracts to the Company and to destroy all the copies of Confidential Information in electronic format; we will give you written confirmation that destruction has taken place as soon as it has been completed. If explicitly required by the law, and however subject to compliance with the obligations set out in this agreement, we may keep a copy of the Confidential Information in our archives provided that we provide you with prior written notification of said preservation.]<sup>14</sup>

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<sup>12</sup> If necessary, add "and or our Associate Companies";

<sup>13</sup> If necessary, add "and or our Associate Companies";

<sup>14</sup> Paragraph to insert if necessary;

The commitments set out in this agreement will be effective from today's date and shall remain in effect for 3 years from completion of the Operation or from its final discontinuance.

This agreement shall be governed and interpreted in accordance with Italian law. The parties hereby agree that all disputes that should arise in connection with its interpretation or execution will fall under the sole jurisdiction of the Court of Milan.

With kind regards,

**[*consultant or counterparty*]**