INTERNAL DEALING PROCEDURE

Sanlorenzo S.p.A.

Updated as of 3 September 2026

LEGAL NOTICE

This document is an informal translation of the original Italian document. In case of inconsistency between this document and the original document in Italian, the latter will prevail.

CONTENTS

1. Introduction

1.1 The Procedure regulates the disclosure obligations relating to transactions in financial instruments completed, even by interposing person, by Managers and by Persons closely associated with them (all as defined below), in order to guarantee prevention measures against market abuse, particularly against the abuse of inside information, guaranteeing informative transparency and homogeneity to transactions that may be of specific relevance in view of the position occupied by those persons or, in general, the perceptions that those persons have on the Company's prospects.

1.2 The legislative and regulatory rules on disclosure obligations are contained in Article 19 of Regulation (EU) 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation, "**MAR Regulation**"), in the Articles 7-10 of Delegated Regulation (EU) 2016/522 of the Commission of 17 December 2015 ("**Regulation 522/2016**"), in Implementing Regulation (EU) 2016/523 of the Commission of 10 March 2016 ("**Regulation 523/2016**") and in Regulation EU 2016/1011 of the European Parliament and of the Council of 8 June 2016 ("**Regulation 1011/2016**" and, together with the MAR Regulation, Regulation 522/2016 and Regulation 523/2016, the "**EU Regulations**"), as amended and supplemented, and with the additional implementing regulations of the EU Regulations, as well as in Article 152-*quinquies*.1 of the Issuers' Regulation adopted by CONSOB with Resolution no. 11971 of 14 May 1999 as amended (the "**Issuers' Regulation**").

1.3 The provisions of the Procedure entered into force from the date of presentation to Borsa Italiana S.p.A. of the request for admission to trading of the Company's shares on the *Mercato Telematico Azionario* (Italian Screen-Based Stock Exchange) organised and managed by Borsa Italiana S.p.A. The Procedure was most recently updated by resolution of the Company's Board of Directors dated 3 September 2026; such update shall become effective as of the same date.

2. Definitions

2.1 In addition to the terms defined above, in the Procedure the following terms will have the meaning attributed to them (it being specified that terms defined in the singular will have the corresponding meaning in the plural and vice versa).

Black Out Period: this has the meaning indicated in Article 6.1.

Communication of Acceptance: the Communication of Acceptance of the Procedure prepared according to the template in **Annex 2**.

Company: Sanlorenzo S.p.A., tax code 00142240464, with registered office in Ameglia (SP), Via Armezzone 3.

Designated Party: the person in charge of receiving, managing and disseminating to the market information on the Transactions and in any case performing the functions and duties envisaged by the Procedure.

Letter of Transmission: the Letter of Transmission of the Procedure prepared according to the template in **Annex 1**.

List: the list of Relevant Persons, constituted by the list of the Managers and the list of Persons closely associated with the Managers.

Managers: the entities indicated in Article 3.1.

Notification Template: the template for notification and public disclosure of Transactions carried out by the Relevant Persons identified by **Annex 3**.

Persons closely associated with the Managers: the persons indicated in Article 3.2.

Procedure: this procedure, including the annexes, which form an integral part thereof, for the fulfilment of internal dealing obligations.

Relevant Persons: the Managers together with the Persons closely associated with the Managers.

Relevant Transactions: the transactions as defined by Article 5.5.

Shares: the shares of the Company.

Transaction Date: the execution date of the Transaction.

Transactions: the transactions subject to disclosure by the Relevant Persons, including, by way of example and without limitation, those identified by Article 19, paragraph 7 of the MAR Regulation, by Article 10 of Regulation 522/2016. Conversely, they do not include the transactions indicated in Article 19, paragraph 1-*bis* of the MAR Regulation, provided that the conditions set forth therein are met.

3. Managers and Persons closely associated with the Managers

3.1 The Managers are the persons indicated in Article 3, paragraph 1, no. 25 of the MAR Regulation and therefore:

a) members of the management or supervisory bodies of the Company; or

b) senior executives who are not members of the bodies referred to in point a), who have regular access to inside information relating directly or indirectly to the Company and power to take managerial decisions affecting the future developments and business prospects of the Company.

The Company's Board of Directors prepares the list of the Managers, with the assistance of the Designated Party.

The Board of Directors or the Chairman of the Board of Directors of the Company may, from time to time, identify additional entities with characteristics of Manager to be registered in the list of the Managers; such identification must be communicated immediately to the Designated Party, who must promptly update the List.

3.2 Persons closely associated with the Managers are the persons indicated in Article 3, paragraph 1, no. 26 of the MAR Regulation and therefore:

a) the spouse or partner considered to be equivalent to the spouse in accordance with Italian law;

b) the dependent children in accordance with Italian law;

c) the relatives who have shared the same household for at least one year on the Transaction Date;

d) legal persons, trusts or partnerships, whose management responsibilities are discharged by a Manager or by a person referred to in points a), b) or c), or which is directly or indirectly controlled by such a person that is set up for the benefit of such a person, or the economic interests of which are substantially equivalent to those of such a person.

3.3 The Managers must communicate in writing, retaining a copy of the communications, to the Persons closely associated with the Managers the conditions, methods and terms based upon which the same are required to respect the legal and regulatory obligations and those envisaged by the Procedure.

Each Manager must provide to the Company a list of the Persons closely associated with the Manager itself, in accordance with **Annex 2**.

If changes are made to the list indicated in this Article 3.3, the Manager will communicate them promptly to the Company, with a specific declaration sent to the Designated Party.

4. Designated Party and disclosure obligations to the Designated Party

4.1 The function of Designated Party is performed by the chief financial officer of the Company.

4.2 The Designated Party must guarantee compliance with the Procedure.

In particular, the Designated Party:

a) communicates in writing to the Managers the contents of the Procedure, and informs the same of any amendments and/or additions, in accordance with the requirements of the Procedure itself;

b) requests from each Manager information, data or clarifications relevant for the purposes of respecting the Procedure. In that case, the Relevant Entity must respond to the Designated Party by seven days, which may be reduced to three in cases of urgency, from receiving the request;

c) drafts, updates and stores the List and retains the declarations of acknowledgement and acceptance of the Managers, along with all disclosures received and made to the market and to CONSOB;

d) receives the information sent by the Relevant Persons in accordance with the Procedure;

e) manages the information received from the Relevant Persons in accordance with the Procedure, also for the purposes of its disclosure to the public and, where applicable, to CONSOB and its publication on the Company's website in accordance with the requirements of the Procedure itself;

f) informs the Board of Directors, or, in cases of urgency, the Chairman of the Board of Directors or the Managing Director, of any issues concerning the implementation of the Procedure;

g) performs the additional functions and duties envisaged by legal and regulatory provisions and the Procedure.

4.3 The diligence required from the Designated Party in fulfilling the obligations is professional and commensurate to the nature of the role covered.

4.4 The Relevant Persons must communicate to the Designated Party all Transactions concerning financial instruments issued by the Company, whatever their amount, carried out by them, in compliance with the provisions of Article 5.

4.5 The following are considered financial instruments:

a) the Shares;

b) debt instruments;

c) derivative instruments;

d) financial instruments associated with the instruments indicated in letters a) and b) above.

5. Terms and procedures for notification to the public, CONSOB and the Designated Party

5.1 The Relevant Persons are required to notify CONSOB and the Company of the Transactions referred to in Article 4.4 promptly and, in any event, no later than 3 business days from the Transaction Date (for the purposes of the Procedure, “business days” shall mean all days other than Saturdays, Sundays and other public holidays in accordance with the national calendar).

5.2 The Company, through the Designated Party, shall disclose to the public, in accordance with the procedures provided for under applicable laws and regulations, the information received from Relevant Persons within 2 business days from the date of receipt of the notification referred to in Article 5.1.

5.3 The Relevant Persons may appoint the Company to make the notifications to CONSOB relating to the Transactions by granting a specific mandate in accordance with **Annex 4**. In such case, Relevant Persons shall promptly notify the Company of the Transactions carried out and, in any event, within one business day from the date of the Transaction, requesting that the notification to CONSOB be made by the Company. Upon receipt of the relevant information, the Company, through the Designated Party, shall promptly make the notification to CONSOB and in any event no later than 3 business days from the date of the Transaction.

Such notification shall be deemed to be made by the Company on behalf of and under the sole responsibility of the Manager or the Persons closely associated with the Managers, and the Company shall assume no responsibility whatsoever for the truthfulness, accuracy or completeness of the data received. It is understood that, in the event that the relevant mandate is not granted, all obligations to notify CONSOB shall remain the sole responsibility of the Manager and/or the Persons closely associated with the Managers.

5.4 The notifications made by the Relevant Person or, where the relevant mandate has been granted, by the Company, to CONSOB and to the public pursuant to this Article shall be made using the Notification Template and shall be promptly made available to the public on the Company’s website.

5.5 It is understood that Transactions whose aggregate amount does not reach Euro 50,000.00 (fifty thousand/00) by the end of the calendar year shall not be notified to the public or to CONSOB, without prejudice to the obligation to notify all subsequent Transactions once the aforementioned aggregate amount of Euro 50,000.00 (fifty thousand/00) has been reached during a calendar year (the Transactions to be notified to the public and to CONSOB, the "**Relevant Transactions**"). Such amount shall be calculated by aggregating, without offsetting, all Transactions.

6. Trading during a Black Out Period

6.1 The Managers and the Persons closely associated with the Managers shall not conduct Transactions on their own account or on the account of third parties, directly or indirectly, relating to financial instruments, as indicated in more detail in Article 4.5, during a Black Out Period of thirty calendar days before the announcement of an interim financial report or a yearly financial report, which the Company is obliged to make public in accordance with applicable legal and regulatory provisions (the "**Black Out Period**").

6.2 The Company may, however, allow a Manager or a Person closely associated with the Managers by way of the Chairman of the Board of Directors or a Managing Director, to trade on its own account or for the account of a third party during a Black Out Period:

a) exceptional circumstances of subjective necessity, assessed on a case-by-case basis, such as severe financial difficulties requiring the immediate sale of shares or financial instruments other than shares; or

b) the characteristics of the trading in the case of Transactions carried out in connection with or relating to employee share ownership plans or savings schemes and employee plans relating to financial instruments other than shares, guarantees or rights to shares and guarantees or rights to financial instruments other than shares, or Transactions in which the beneficial interest in the relevant security is not subject to change, all as further specified, by way of example and without limitation, in Article 9 of Regulation 522/2016.

6.3 The Company shall allow a Manager or a Person closely associated with a Manager to carry out Transactions during the Black Out Period in the case of transactions or trading activities that do not concern active investment decisions made by the Manager, or that arise solely from external factors or actions of third parties, or that constitute transactions or trading activities, including the exercise of rights conferred by derivative instruments, based on predetermined conditions.

6.4 The Managers shall submit to the Chairman of the Company’s Board of Directors and, for information, to the Designated Party, a reasoned written request for authorisation sufficiently in advance, taking into account the response period provided for under Article 6.7 below, indicating the expected date on which the Transaction is to be carried out and describing its nature and, in the circumstances referred to in Article 6.2 a) above, (i) specifying the exceptional nature of the circumstances, (ii) explaining why the sale of shares or financial instruments other than shares is the only reasonable means of obtaining the necessary financing, and (iii) demonstrating that the Transaction cannot be carried out at any other time other than during the Closed Period.

6.5 Upon receipt of the request submitted pursuant to Article 6.4 above, the Company shall assess, at its sole discretion and on a case-by-case basis, the requests received from Managers and, in the circumstances referred to in Article 6.2 a) above, shall authorise the immediate execution of the Transaction only where the circumstances may be considered genuinely exceptional.

The Company may deem circumstances to be exceptional where they are extremely urgent, unforeseen and compelling, are not attributable to the Manager or the Person closely associated with the Manager, and are beyond their control.

In examining if the described circumstances are actually exceptional, the Company must consider, inter alia, if and to what extent the Managers or the Persons closely associated with the Managers:

a) when submitting the request must fulfil a legally enforceable financial obligation or satisfy a claim;

b) must fulfil or find themselves in a situation created prior to the start of the Black Out Period, which requires the payment of a sum to third parties, including tax obligations, and the Manager or the Person closely associated with the Manager cannot reasonably fulfil a financial obligation or satisfy a claim other than by immediately selling shares or financial instruments other than shares.

6.6 The issuance or the refuse of the authorisation indicated in Article 6.5 is a decision under the remit of the Chairman of the Board of Directors or a Managing Director, who, to that end, obtain the support of the Designated Party. This is without prejudice to the right of the Chairman of the Board of Directors or the Managing Director, where deemed necessary or opportune, to delegate the decision to the Company's Board of Directors; failing that (i) the decision on issuing the authorisation for Transactions to be completed by the Chairman of the Board of Directors or by Persons closely associated with the same is under the exclusive remit of the Managing Director and (ii) the decision on issuing the authorisation for Transactions to be completed by a Managing Director or by Persons closely associated with the same remains under the exclusive remit of the Chairman of the Board of Directors or another Managing Director. The Chairman of the Board of Directors or the Managing Director report to the Board of Directors on the decisions made on the following meeting.

6.7 The Company must respond to the Manager, by way of the Designated Party, in relation to the application referred to in Articles 6.4 above, within five working days from receiving the same, if this is complete and adequately supported by documentary evidence.

The Board of Directors may request from the Manager information, clarifications or additional documents in supplementation of the authorisation request.

From the day of receipt of the supplementary information, the Designated Party will have a further three working days to communicate his assessments to the Manager.

7. Breach of the obligations of the Procedure

7.1 Without prejudice to legal and regulatory provisions, the competent bodies may assess any breach of the obligations indicated in the Procedure by the Managers as a violation of the fiduciary relationship also for the purposes of just cause for revocation from the company roles.

7.2 Any breach of the obligations indicated in the Procedure by the Managers who are, at the same time, employees of the Company may be assessed by the competent bodies as possible responsibility of disciplinary nature and also for the purposes of dismissal for just cause. The disciplinary measures are applied according to the criterion of proportionality, on the presupposition of the intent and severity of the breach committed, also assessing any reiteration.

7.3 Without prejudice to legal and regulatory provisions, the Company in any case reserves the right to take action against the Relevant Persons for any damage and/or liability that may be caused to it by the conduct of the latter in violation of the Procedure.

8. Communication of the Procedure to the Managers

8.1 The Designated Party must send to the Managers the Letter of Transmission for Managers, (i) in the case indicated in Article 3.1 a) at the time of accepting the appointment, or, (ii) in the case indicated in Article 3.1 b) at the time of recruitment or appointment in the capacity of senior manager, within five working days with respect to those events.

8.2 The Managers must deliver to the Designated Party the Communication of Acceptance relating to Managers, signed by the Manager, together with a copy of the Procedure signed on every page for full and unconditional acceptance, by three working days from the date of receipt of the Letter of Transmission.

9. Communications

9.1 Any communication in accordance with the Procedure must be made in writing.

9.2 All communications addressed to the Company or to the Designated Party, must be sent for the attention of the Designated Party in one of the following ways:

- by certified email to the address: corporate.affairs@cert.sanlorenzoyacht.com; or
- by registered letter with notice of receipt to the address: via Armezzone 3, Ameglia (SP),

and in any case with communication in advance by email to the address corporate.affairs@sanlorenzoyacht.com.

9.3 Communications sent to the Managers must be made to the addresses and details indicated in the Communication of Acceptance of the Procedure prepared according to the template in **Annexes 2** (Communication of Acceptance for Managers).

9.4 Any change to the indicated contact details must be communicated promptly (i) by the Designated Party to the Managers, or (ii) by the Managers to the Designated Party.

10. Amendments and additions

10.1 The Company's Board of Directors may make to the Procedure, the amendments, updates or additions that become appropriate or necessary in view of applicable legal or regulatory provisions, the guidelines of the supervisory authority, as well as application experience and market practice which arise in that regard.

10.2 The amendments, additions or corrections will enter into force on the day of publication of the Procedure as amended, supplemented or corrected, on the Company's website, or on the day otherwise provided by rules of law or regulations or by resolution of the Company's Board of Directors.

10.3 The amendments, updates or additions will be communicated to the Managers, also indicating the date of entry into force of the new provisions.

Annex 1 – Letter of Transmission for Managers

[On Sanlorenzo S.p.A. letterhead]

Sent by [●]
Dear Mr/Mrs [●] / [*Company*]
[*Address*]

RE: Letter of Transmission of the Procedure for fulfilment of Internal Dealing obligations

We hereby send to you the "Procedure for fulfilment of Internal Dealing obligations" (the "**Procedure**") adopted by Sanlorenzo S.p.A. (the "**Company**") on 24 October 2019 and subsequently updated on 3 September 2026, in implementation of the rules contained in Article 19 of Regulation (EU) 596/2014 of the European Parliament and of the Council of 16 April 2014, on market abuse (the "**MAR Regulation**"), in Articles 7-10 of Delegated Regulation (EU) 2016/522 of the Commission of 17 December 2015, in Implementing Regulation (EU) 2016/523 of the Commission of 10 March 2016 and in Regulation EU 2016/1011 of the European Parliament and of the Council of 8 June 2016, as amended and supplemented, and in the further implementing regulations of the EU Regulations, as well as in Article 152-*quinquies*.1 of the Regulation adopted by CONSOB with Resolution no. 11971 of 14 May 1999 as amended (the "**Issuers' Regulation**").

As established by Article 4.1 of the Procedure, the Designated Party is the chief financial officer of the Company.

Please read carefully the attached privacy policy.

Please also read carefully the rules relating to (i) the legal and regulatory obligations deriving from the MAR Regulation and the respective implementing regulation, the provisions of the Issuers' Regulation, as well as the Procedure; and (ii) the sanctions applicable in the case of a violation of the aforementioned provisions, as amended and supplemented.

In view of the position covered by you in the Company, you are subject to a confidentiality obligation in relation to the inside information of which you become aware in exercising your activity; we hereby note the prohibition on abuse of inside information.

Please therefore send to us, as a mark of full and unconditional acceptance, by three working days from the date of receipt of this Letter of Transmission, a copy of the attached Procedure signed by you on every page, together with Annex 2 (Communication of Acceptance for Managers) and, where granted, Annex 4 (Mandate to the Company) of that Procedure, by one of the following methods:

- by certified email to the address: corporate.affairs@cert.sanlorenzoyacht.com; or
- by registered letter with notice of receipt to the address: via Armezzone 3, Ameglia (SP),

and in any case with communication sent in advance by email to the address corporate.affairs@sanlorenzoyacht.com.

[*Place, Date*]

Sanlorenzo S.p.A.

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[●]

(in the capacity of Designated Party)

Annexes:

1. Privacy Policy.
2. Copy of the Procedure.

Annex 2 – Communication of Acceptance for Managers

Sanlorenzo S.p.A.

Via Armezzone 3

19031 – Ameglia

[*Place*], [*Date*]

For the kind attention of the Designated Party in accordance with the Internal Dealing Procedure

The undersigned ______________________________________,

A. having acknowledged his/her inclusion in the list of Managers indicated in the "Internal Dealing Procedure" (the "**Procedure**") adopted by Sanlorenzo S.p.A. (the "**Company**") in accordance with Article 19 of Regulation (EU) 596/2014 of the European Parliament and of the Council of 16 April 2014, on market abuse, Articles 7-10 of Delegated Regulation (EU) 2016/522 of the Commission of 17 December 2015, Implementing Regulation (EU) 2016/523 of the Commission of 10 March 2016 and Regulation EU 2016/1011 of the European Parliament and of the Council of 8 June 2016, as amended and supplemented, and further implementing regulations of the EU Regulations, as well as Article 152-*quinquies*.1 of the Regulation adopted by CONSOB with Resolution no. 11971 of 14 May 1999 as amended;

B. certifying to have received a copy of the Procedure and to have read and understood all its provisions and rules;

C. aware of the legal obligations imposed upon him/her by the Procedure and by the aforementioned provisions of law and regulations, as well as the sanctions envisaged in the case of a breach of those obligations;

ALL THAT GRANTED

(i) declares to know and to accept all provisions and rules of the Procedure and to undertake, insofar as he/she is responsible, to comply with the same. A copy of the Procedure signed on every page, as a mark of full and unconditional acceptance, is attached to this Communication of Acceptance;

(ii) indicates the following personal contact details for the effects of the Procedure:

mobile phone _________________;

fax: __________________;

email address: ____________________________________;

certified email address (optional): ___________________;

(iii) indicates the names of the Persons closely associated with the Managers, as identified in accordance with Article 3.3 of the Procedure, noted in Annex "A" of this Communication of Acceptance.

Annexes:

- Copy of the Procedure signed on every page as a mark of full and unconditional acceptance by the Manager;
- Persons closely associated with the Manager.

[*signature*]

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In accordance with and for the effects of Regulation EU no. 679/2016 ("**GDPR**"), the undersigned also provides consent to the processing of the personal data contained in this form by the Company for the purposes envisaged by the Procedure and he/she will do everything in his/her power to ensure that consent to personal data processing is also provided by the Persons closely associated with the Managers indicated in point (iii) above. The rights envisaged by Article 15 of the GDPR are granted to the Manager.

[*signature*]

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ANNEX "A" TO THE COMMUNICATION OF ACCEPTANCE FOR MANAGERS

To be completed by the Managers (as defined by Article 3.1 of the Procedure)

Names of the Persons closely associated with the Managers as identified in accordance with Article 3.3 of the Procedure:

<table>
<tr><th></th><th>Name(s) and Surname(s)</th><th colspan="2">Date and place of birth</th><th>Residence</th><th>Tax Code</th></tr>
<tr><td>Spouse</td><td></td><td colspan="2"></td><td></td><td></td></tr>
<tr><td>Partner equivalent to the spouse in accordance with Italian law</td><td></td><td colspan="2"></td><td></td><td></td></tr>
<tr><td>Dependent children in accordance with Italian law</td><td></td><td colspan="2"></td><td></td><td></td></tr>
<tr><td>Relatives who have shared the same household for at least one year</td><td>[Also specify level of kinship]</td><td colspan="2"></td><td></td><td></td></tr>
<tr><td></td><td colspan="2">Company name</td><td colspan="2">Registered office</td><td>Tax Code and VAT number</td></tr>
<tr><td>Legal persons, trusts or partnerships</td><td colspan="2"></td><td colspan="2"></td><td></td></tr>
</table>

Annex 3 – Notification Template

Template for notification and public disclosure of transactions by persons discharging managerial responsibilities and persons closely associated with them

<table>
<tr><td>1</td><td colspan="2">Details of the person discharging managerial responsibilities/person closely associated</td></tr>
<tr><td>a)</td><td>Name</td><td>[For natural persons: name(s) and surname(s).]
[For legal persons: full company name, including legal status, as stated in the register in which it is listed, if applicable.]</td></tr>
<tr><td>2</td><td colspan="2">Reason for the notification</td></tr>
<tr><td>a)</td><td>Position/status</td><td>[For persons discharging functions of administration, control or management: indicate the position (for example, Managing Director, Finance Director) held within the issuer, the emission allowance market participant, the auction platform, the auctioneer, the auction monitor.]
[For persons closely associated,
− indicate that the notification concerns a person closely associated with another person discharging functions of administration, control or management;
− name(s) and surname(s) and position of the relevant person discharging functions of administration, control or management.]</td></tr>
<tr><td>b)</td><td>Initial notification/ amendment</td><td>[Indication that this is an initial notification or an amendment to prior notifications. In case of amendment, explain the error that this notification is amending.]</td></tr>
<tr><td>3</td><td colspan="2">Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor</td></tr>
<tr><td>a)</td><td>Name</td><td>[Full name of the entity.]</td></tr>
<tr><td>b)</td><td>LEI</td><td>[Legal Entity Identifier code in accordance with ISO 17442 LEI code.]</td></tr>
<tr><td>4</td><td colspan="2">Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted</td></tr>
<tr><td>a)</td><td>Description of the financial instrument,

Type of instrument Identification code</td><td>[−Indication as to the nature of the instrument:
− share, a debt instrument, a derivative or a financial instrument linked to a share or a debt instrument;
− an emission allowance, an auction product based on an emission allowance or a derivative relating to an emission allowance.
− Instrument identification code as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.]</td></tr>
<tr><td>b)</td><td>Nature of the transaction</td><td>[Description of the transaction type using, where applicable, the type of transaction identified in Article 10 of the Commission Delegated Regulation (EU) 2016/522[1] adopted pursuant to Article 19(14) of Regulation (EU) No. 596/2014, or one of the specific examples set out in Article 19(7) of Regulation (EU) No. 596/2014.
Pursuant to Article 19(6)(e) of Regulation (EU) No. 596/2014, indicate whether the transaction is linked to the use of share option programmes.]</td></tr>
<tr><td>c)</td><td>Price(s) and Volume(s)</td><td><table><tr><td>Price(s)</td><td>Volume(s)</td></tr><tr><td></td><td></td></tr></table>
[Where more than one transaction of the same nature (purchases, sales, lendings, borrows, …) on the same financial instrument or emission allowance are executed on the same day and on the same place of transaction, prices and volumes of these transactions shall be reported in this field, in a two columns form as presented above, inserting as many lines as needed. Using the data standards for price and quantity, including where applicable the price currency and the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014</td></tr>
</table>

[1] Delegated Regulation (EU) 2016/522 of the Commission of 17 December 2015, supplementing Regulation (EU) no. 596/2014 of the European Parliament and of the Council as regards an exemption for certain third countries public bodies and central banks, the indicators of market manipulation, the disclosure thresholds, the competent authority for notifications of delays, the permission for trading during black out periods and types of notifiable Persons discharging functions of administration, control or management.

		of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.]
d)	Aggregated information − Aggregated volume − Price	*[The volumes of multiple transactions are aggregated when these transactions:* − *relate to the same financial instrument or emission allowance;* − *are of the same nature;* − *are executed on the same day; and* − *are executed on the same place of transaction.* *Using the data standard for quantity, including where applicable the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.]* *[Price information:* − *In case of a single transaction, the price of the single transaction;* − *In case the volumes of multiple transactions are aggregated: the weighted average price of the aggregated transactions.* *Using the data standard for price, including where applicable the price currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.]*
e)	Date of the transaction	*[Date of the particular day of execution of the notified transaction.* *Using the ISO 8601 date format: YYYY-MM-DD; UTC time.]*
f)	Place of trading	*[Name and code to identify the MiFID trading venue, the systematic internaliser or the organised trading platform outside of the Union where the transaction was executed as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014* *Nome e codice di identificazione della sede di negoziazione ai sensi della MiFID, dell'internalizzatore sistematico o della piattaforma di negoziazione organizzata al di fuori dell'Unione in cui l'operazione è stata effettuata come definiti dal regolamento delegato della Commissione che integra il regolamento (UE) n. 600/2014 del Parlamento europeo e del Consiglio per quanto riguarda le norme tecniche di regolamentazione sulla segnalazione delle operazioni alle autorità competenti adottata a norma dell'articolo 26 del regolamento (UE) n. 600/2014, or, if the transaction was not carried out in one of the venues indicated above, indicate "outside the trading venue".]*

Annex 4 – Mandate to the Company

Sanlorenzo S.p.A.

Via Armezzone 3

19031 – Ameglia

[*Place*], [*Date*]

For the kind attention of the Designated Party in accordance with the Internal Dealing Procedure

The undersigned ______________________________________, in the capacity of [Manager / Person closely associated with a Manager], pursuant to the "Internal Dealing Procedure" (the "**Procedure**") adopted by Sanlorenzo S.p.A. (the "**Company**"), being subject to the notification obligations provided for under EU Regulations and the Procedure and, in particular, under Article 5.1 thereof,

HEREBY APPOINT

the Company, acting through the Designated Party, to make, on my behalf and under my sole responsibility, the notification to CONSOB of the Transactions carried out by me.

For this purpose, I undertake to notify the Designated Party of the Transactions carried out by me promptly and, in any event, within one business day from the date of the Transaction.

I further acknowledge that the Company shall assume no responsibility whatsoever for the truthfulness, accuracy or completeness of the data received and that, in the event of my failure to comply with the requirements of the Procedure, the Company shall be released from any and all liability and notification obligations towards CONSOB.

[*signature*]

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