

**TENDER FORM  
FOR THE TOTAL VOLUNTARY TENDER OFFER**

Promoted by S.G.G. Holding S.p.A. (the "Offeror") pursuant to Art. 102 of Legislative Decree No. 58 of 24 February, 1998, as subsequently modified and supplemented (the "Offer") on maximum No. 11,731,762 ordinary shares issued by SAES Getters S.p.A. (the "Issuer")

Dear Appointed Intermediary \_\_\_\_\_  
I, the undersigned (first name, surname or company name) \_\_\_\_\_ Fiscal code/VAT number \_\_\_\_\_  
born in \_\_\_\_\_ on \_\_\_\_\_ province \_\_\_\_\_ Address \_\_\_\_\_ citizenship/nationality \_\_\_\_\_  
resident/registered office in \_\_\_\_\_ Address \_\_\_\_\_ Postcode \_\_\_\_\_  
holder of No. \_\_\_\_\_ ordinary shares (with ISIN code \_\_\_\_\_) of SAES Getters S.p.A. (the "Shares"), with no nominal value, regularly entitled to dividends and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of encumbrances and constraints of any kind and nature, whether *in rem*, obligatory and/or personal.

WHEREAS, capitalized terms not otherwise defined in this tender form (the "Tender Form") shall have the same meaning as in the offer document prepared for the purposes of the Offer (the "Offer Document"),

**DECLARE** that I have read all the conditions, terms and procedures of this Offer as set out in (i) the Offer Document made available to the public at the registered office of the Offeror (Via Santa Maria Fulcorina, No. 2, Milan), at the registered office of the Issuer (Viale Italia, No. 77, Lainate (MI)), at the offices of the Intermediary in Charge of Coordinating the Collection of Tenders and the Appointed Intermediaries as indicated in the Offer Document and available on the website of the Issuer ([www.saesgetters.com](http://www.saesgetters.com)) as well as on the website of the Global Information Agent ([www.georgeson.com](http://www.georgeson.com)) and (ii) the press release published by the Offeror on 9-Jun-2024 pursuant to Articles 36 and 43 of Consob Issuers' Regulation No. 11971/1999 (the "Press Release").

**TENDER** irrevocably and unconditionally to this Offer No. \_\_\_\_\_ Shares (with ISIN code \_\_\_\_\_), which:

have already been deposited with you in the securities account No. \_\_\_\_\_ in the name of: \_\_\_\_\_;

will be transferred to the aforementioned account as a result of a stock exchange settlement;

are deposited with you at the same time as signing this Tender Form;

shall be timely transferred to/deposited with you, under the appointment expressly accepted hereinbelow, by the Depository Intermediary of such shares.

**AUTHORISE** the registration of the above Shares in a temporary account set up with you for the purpose of this Offer, if any.

**CONSENT** as of now to transfer to the Offeror the Shares entered in the aforementioned temporary account, if any, granting you an irrevocable mandate to perform, directly or indirectly, in the name and on behalf of the undersigned, all the necessary formalities for the transfer of the Shares to the Offeror. All of the above will be done against payment of the Consideration on the Payment Date, or, if applicable, on the Payment Date upon the Reopening of the Terms (subject to any extensions and/or amendments to the Offer, as better specified in the Offer Document), as defined in the Offer Document and as better specified therein.

**DECLARE** that I will accept the cancellation of the transaction should any of the information and data contained in this Tender Form be found inaccurate as a result of checks and controls carried out after the transfer of the Shares referred to in this Tender Form.

**ACKNOWLEDGE**

- that the consideration for each Share tendered to the Offer, as amended as a result of the Press Release, will be Euro 28.0 (the "Consideration"), as better described in the Press Release and in the Offer Document and in the manner specified therein;
- that the Consideration has been determined under the assumption that the Issuer will not approve or make any distribution of ordinary or extraordinary dividends from profits or reserves; should such assumptions occur instead, the Consideration shall be automatically reduced by an amount equal to the dividend per Share;
- that my subscription to the Offer is irrevocable, without prejudice to the possibility of communicating my express wish to withdraw the subscription and subscribe to any competing offers, pursuant to applicable laws and regulations;
- that the Offer Document provides that payment of the Consideration will take place in cash, against the simultaneous transfer of ownership of the Shares tendered and purchased by the Offeror, on the fifth trading day following (i) the closing date of the Acceptance Period, subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws, or, if applicable, (ii) any Reopening of the Terms. Such payments are subject to the completion of the necessary formalities to transfer the Shares to the Offeror;
- that the Shares tendered to the Offer by the end of the Acceptance Period, as potentially extended or, if applicable, by the end of the Reopening of the Terms, shall remain bound to the service of the Offer until the Payment Date, or, if applicable, the Payment Date upon the Reopening of the Terms, and the Tendering Shareholders may exercise all the economic and administrative rights pertaining to such Shares, but may not assign, in whole or in part, or otherwise dispose of (including via pledges or other liens or encumbrances) the Shares tendered to the Offer;
- that the number of Shares Subject to the Offer may vary downward if, by the end of the Acceptance Period, as potentially extended, or, if applicable, by the end of the Reopening of Terms, the Offeror and/or Persons Acting in Concert purchase Shares outside of the Offer in accordance with applicable laws; in this case the number of Shares purchased by the Offeror and/or Persons Acting in Concert outside of the Offer will be deducted from the maximum number of Shares Subject to the Offer;
- that the Consideration for each Share Subject to the Offer is intended net of stamp duty, registration tax and Italian financial transactions tax, if due, and fees, commissions and expenses that will be borne by the Offeror. Conversely, any income tax, withholding tax, or substitute tax, if due, on the income/capital gain potentially realised, will be borne by the Tendering Shareholders;
- that no interest is to be paid on the Consideration between the date of subscription to the Offer and the Payment Date or, if applicable, the Payment Date upon the Reopening of Terms;
- that the effectiveness of the Offer is subject to the Threshold Condition, the Burden Condition and the MAC Condition, described in the Offer Document, and regarding the Threshold Condition as amended as a result of the Press Release, and that in the event that even one of the Conditions of the Offer is not met and the Offeror does not exercise its right to waive it, the Offer will not be completed. In such a scenario, any Shares tendered to the Offer will be returned to their respective holders, without charge or expense to them, no later than the first trading day following the date on which the Offeror communicates that the Offer has not been completed; in case of the return of Shares in the event of failure to complete the Offer, Tendering Shareholders shall be entitled to get back Shares that have, in relation to the increase in voting rights pursuant to Article 127-quinquies of the TUF, the same rights (e.g. increased voting rights or accrual of the right to an increase in voting rights) that they would have had if they had not tendered their Shares;
- that the Tendering Shareholders will remain solely liable for the risk that the Depository Intermediaries may fail to deliver this Tender Form and may fail to deposit the Shares with the Appointed Intermediaries by the last day of the Acceptance Period, or, if applicable, of the Reopening of the Terms as well as for the risk that the Appointed Intermediary or Depository Intermediaries may not transfer the Consideration to the persons entitled thereto, or delay the transfer thereof;
- that, if necessary and if the Offer is completed due to the satisfaction of the Conditions of the Offer or the Offeror's right to waive them, the Appointed Intermediary or Depository Intermediary is authorized to convert the Shares that have accrued increased voting rights tendered to the Offer into ordinary shares without increased voting rights before transferring them to the Intermediary in Charge of Coordinating the Collection of Tenders.

**AUTHORISE** this Appointed Intermediary to settle/arrange payment by:

- transfer to bank account no. \_\_\_\_\_ in the name of \_\_\_\_\_ bank  
IBAN \_\_\_\_\_
- non-transferable cashier's cheque made out to \_\_\_\_\_ to be sent to \_\_\_\_\_
- the amount of Euro \_\_\_\_\_ representing the Consideration due for the Shares tendered to the Offer,

**DECLARE**

- that I am aware that the Offer is addressed on equal terms to all holders of the Shares but it is being promoted exclusively in Italy, as the Shares are traded only on Euronext Milan, a market organised, regulated and managed by Borsa Italiana S.p.A. and that it has not been and will not be promoted or disseminated, directly or indirectly, in the United States of America, Canada, Japan, and Australia, as well as in any other state in which such an Offer is not permitted in the absence of authorization by the competent authorities or other compliance by the Offeror (collectively, the "Other Countries") (for further information see Section F, Paragraph 4, of the Offer Document);
- that I have not received and/or sent copies or originals of this Tender Form, the Offer Document and/or any document relating to the Offer from or to the United States of America, Canada, Japan, Australia or the Other Countries in which the Offer is not permitted without the authorisation of the competent authorities and that I have not otherwise used in connection with the Offer, directly or indirectly, postal services and/or any other means or instruments (including, by way of example and without limitation, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium) of national or international trade, or the services of any regulated market of the United States of America, Canada, Japan, Australia or the Other Countries; and
- to be outside of the United States of America, Canada, Japan, Australia or the Other Countries where the Offer is not permitted in the absence of authorisation from the competent authorities when this Tender Form is delivered or signed.

*Pursuant to Article 13 of the General Data Protection Regulation (EU) No 2016/679 ("GDPR") we inform the Tendering Shareholders that the personal data they provide in this Tender Form will be processed, including through the use of information and computer systems, for needs directly related and instrumental to the Offer (collection of tenders, verification of their regularity and allocation). The personal data will be processed – in their capacity as independent Data Controllers, each for the purposes connected and instrumental to their role in the transaction – by the Appointed Intermediaries, the Intermediary in Charge for Coordinating the Collection of Tenders (Intermonte SIM), the Offeror, the Depository Intermediaries and the companies selected by them to perform the technical or support activities necessary for the transaction. The above-mentioned purposes represent the legal basis for the data processing. The provision of personal data is necessary to execute this transaction; therefore, failure to provide even part of the data will lead to rejection of this tender. The interested party has the right to access the data at any time and to obtain a copy of them, to rectify and/or supplement them if inaccurate or incomplete, to cancel or request the limitation of their processing, to resist to their processing, to obtain their portability where applicable, if processed automatically for the execution of the contract, and to apply to the Data Protection Authority in case of violation of any rights. For clarification or questions regarding the processing of personal data, the interested party may send a registered letter to the Legal Department of Intermonte SIM S.p.A., at Galleria di Cristoforo 7/8, 20122, Milan, Italy.*

(place) \_\_\_\_\_, (date) \_\_\_\_\_

The Tendering Shareholder or his/her/its representative

Stamp and signature of the Appointed Intermediary

The DEPOSITORY INTERMEDIARY receiving this Tender Form represents, at the time of presentation of this form by the Tendering Shareholder (or his/her representative), on its own responsibility:

- that it is the depository of the aforementioned Shares owned by the Tendering Shareholder;
- that it will carry out the necessary formalities for the transfer of the Shares covered by this Tender Form to the Appointed Intermediary exclusively through Euronext Securities Milan (i.e., Monte Titoli S.p.A.), by and no later than the closing date of the Offer.

Stamp and signature of the Depository Intermediary

**TENDER FORM**  
**FOR THE TOTAL VOLUNTARY TENDER OFFER**

Promoted by S.G.G. Holding S.p.A. (the "**Offeror**") pursuant to Art. 102 of Legislative Decree No. 58 of 24 February, 1998, as subsequently modified and supplemented (the "**Offer**") on maximum No. 11,731,762 ordinary shares issued by SAES Getters S.p.A. (the "**Issuer**")

Dear Appointed Intermediary \_\_\_\_\_  
I, the undersigned (first name, surname or company name) \_\_\_\_\_ Fiscal code/VAT number \_\_\_\_\_  
born in \_\_\_\_\_ on \_\_\_\_\_ province \_\_\_\_\_ Address \_\_\_\_\_ citizenship/nationality \_\_\_\_\_  
resident/registered office in \_\_\_\_\_ Postcode \_\_\_\_\_  
holder of No. \_\_\_\_\_ ordinary shares (with ISIN code \_\_\_\_\_) of SAES Getters S.p.A. (the "**Shares**"), with no nominal value, regularly entitled to dividends and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of encumbrances and constraints of any kind and nature, whether *in rem*, obligatory and/or personal.

WHEREAS, capitalized terms not otherwise defined in this tender form (the "**Tender Form**") shall have the same meaning as in the offer document prepared for the purposes of the Offer (the "**Offer Document**"),

**DECLARE** that I have read all the conditions, terms and procedures of this Offer as set out in (i) the Offer Document made available to the public at the registered office of the Offeror (Via Santa Maria Fulcorina, No. 2, Milan), at the registered office of the Issuer (Viale Italia, No. 77, Lainate (MI)), at the offices of the Intermediary in Charge of Coordinating the Collection of Tenders and the Appointed Intermediaries as indicated in the Offer Document and available on the website of the Issuer ([www.saesgetters.com](http://www.saesgetters.com)) as well as on the website of the Global Information Agent ([www.georgeson.com](http://www.georgeson.com)) and (ii) the press release published by the Offeror on 9-Jun-2024 pursuant to Articles 36 and 43 of Consob Issuers' Regulation No. 11971/1999 (the "**Press Release**").

**TENDER** irrevocably and unconditionally to this Offer No. \_\_\_\_\_ Shares (with ISIN code \_\_\_\_\_), which:

have already been deposited with you in the securities account No. \_\_\_\_\_ in the name of: \_\_\_\_\_;

will be transferred to the aforementioned account as a result of a stock exchange settlement;

are deposited with you at the same time as signing this Tender Form;

shall be timely transferred to/deposited with you, under the appointment expressly accepted hereinbelow, by the Depository Intermediary of such shares.

**AUTHORISE** the registration of the above Shares in a temporary account set up with you for the purpose of this Offer, if any.

**CONSENT** as of now to transfer to the Offeror the Shares entered in the aforementioned temporary account, if any, granting you an irrevocable mandate to perform, directly or indirectly, in the name and on behalf of the undersigned, all the necessary formalities for the transfer of the Shares to the Offeror. All of the above will be done against payment of the Consideration on the Payment Date, or, if applicable, on the Payment Date upon the Reopening of the Terms (subject to any extensions and/or amendments to the Offer, as better specified in the Offer Document), as defined in the Offer Document and as better specified therein.

**DECLARE** that I will accept the cancellation of the transaction should any of the information and data contained in this Tender Form be found inaccurate as a result of checks and controls carried out after the transfer of the Shares referred to in this Tender Form.

**ACKNOWLEDGE**

- 1) that the consideration for each Share tendered to the Offer, as amended as a result of the Press Release, will be Euro 28.0 (the "**Consideration**"), as better described in the Press Release and in the Offer Document and in the manner specified therein;
- 2) that the Consideration has been determined under the assumption that the Issuer will not approve or make any distribution of ordinary or extraordinary dividends from profits or reserves; should such assumptions occur instead, the Consideration shall be automatically reduced by an amount equal to the dividend per Share;
- 3) that my subscription to the Offer is irrevocable, without prejudice to the possibility of communicating my express wish to withdraw the subscription and subscribe to any competing offers, pursuant to applicable laws and regulations;
- 4) that the Offer Document provides that payment of the Consideration will take place in cash, against the simultaneous transfer of ownership of the Shares tendered and purchased by the Offeror, on the fifth trading day following (i) the closing date of the Acceptance Period, subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws, or, if applicable, (ii) any Reopening of the Terms. Such payments are subject to the completion of the necessary formalities to transfer the Shares to the Offeror;
- 5) that the Shares tendered to the Offer by the end of the Acceptance Period, as potentially extended or, if applicable, by the end of the Reopening of the Terms, shall remain bound to the service of the Offer until the Payment Date, or, if applicable, the Payment Date upon the Reopening of the Terms, and the Tendering Shareholders may exercise all the economic and administrative rights pertaining to such Shares, but may not assign, in whole or in part, or otherwise dispose of (including via pledges or other liens or encumbrances) the Shares tendered to the Offer;
- 6) that the number of Shares Subject to the Offer may vary downward if, by the end of the Acceptance Period, as potentially extended, or, if applicable, by the end of the Reopening of Terms, the Offeror and/or Persons Acting in Concert purchase Shares outside of the Offer in accordance with applicable laws; in this case the number of Shares purchased by the Offeror and/or Persons Acting in Concert outside of the Offer will be deducted from the maximum number of Shares Subject to the Offer;
- 7) that the Consideration for each Share Subject to the Offer is intended net of stamp duty, registration tax and Italian financial transactions tax, if due, and fees, commissions and expenses that will be borne by the Offeror. Conversely, any income tax, withholding tax, or substitute tax, if due, on the income/capital gain potentially realised, will be borne by the Tendering Shareholders;
- 8) that no interest is to be paid on the Consideration between the date of subscription to the Offer and the Payment Date or, if applicable, the Payment Date upon the Reopening of Terms;
- 9) that the effectiveness of the Offer is subject to the Threshold Condition, the Burden Condition and the MAC Condition, described in the Offer Document, and regarding the Threshold Condition as amended as a result of the Press Release, and that in the event that even one of the Conditions of the Offer is not met and the Offeror does not exercise its right to waive it, the Offer will not be completed. In such a scenario, any Shares tendered to the Offer will be returned to their respective holders, without charge or expense to them, no later than the first trading day following the date on which the Offeror communicates that the Offer has not been completed; in case of the return of Shares in the event of failure to complete the Offer, Tendering Shareholders shall be entitled to get back Shares that have, in relation to the increase in voting rights pursuant to Article 127-*quinquies* of the TUF, the same rights (e.g. increased voting rights or accrual of the right to an increase in voting rights) that they would have had if they had not tendered their Shares;
- 10) that the Tendering Shareholders will remain solely liable for the risk that the Depository Intermediaries may fail to deliver this Tender Form and may fail to deposit the Shares with the Appointed Intermediaries by the last day of the Acceptance Period, or, if applicable, of the Reopening of the Terms as well as for the risk that the Appointed Intermediary or Depository Intermediaries may not transfer the Consideration to the persons entitled thereto, or delay the transfer thereof;
- 11) that, if necessary and if the Offer is completed due to the satisfaction of the Conditions of the Offer or the Offeror's right to waive them, the Appointed Intermediary or Depository Intermediary is authorized to convert the Shares that have accrued increased voting rights tendered to the Offer into ordinary shares without increased voting rights before transferring them to the Intermediary in Charge of Coordinating the Collection of Tenders.

**AUTHORISE** this Appointed Intermediary to settle/arrange payment by:

- transfer to bank account no. \_\_\_\_\_ in the name of \_\_\_\_\_ bank \_\_\_\_\_  
IBAN \_\_\_\_\_
- non-transferable cashier's cheque made out to \_\_\_\_\_ to be sent to \_\_\_\_\_
- the amount of Euro \_\_\_\_\_ representing the Consideration due for the Shares tendered to the Offer,

**DECLARE**

- a) that I am aware that the Offer is addressed on equal terms to all holders of the Shares but it is being promoted exclusively in Italy, as the Shares are traded only on Euronext Milan, a market organised, regulated and managed by Borsa Italiana S.p.A. and that it has not been and will not be promoted or disseminated, directly or indirectly, in the United States of America, Canada, Japan, and Australia, as well as in any other state in which such an Offer is not permitted in the absence of authorization by the competent authorities or other compliance by the Offeror (collectively, the "**Other Countries**") (for further information see Section F, Paragraph 4, of the Offer Document);
- b) that I have not received and/or sent copies or originals of this Tender Form, the Offer Document and/or any document relating to the Offer from or to the United States of America, Canada, Japan, Australia or the Other Countries in which the Offer is not permitted without the authorisation of the competent authorities and that I have not otherwise used in connection with the Offer, directly or indirectly, postal services and/or any other means or instruments (including, by way of example and without limitation, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium) of national or international trade, or the services of any regulated market of the United States of America, Canada, Japan, Australia or the Other Countries; and
- c) to be outside of the United States of America, Canada, Japan, Australia or the Other Countries where the Offer is not permitted in the absence of authorisation from the competent authorities when this Tender Form is delivered or signed.

*Pursuant to Article 13 of the General Data Protection Regulation (EU) No 2016/679 ("GDPR") we inform the Tendering Shareholders that the personal data they provide in this Tender Form will be processed, including through the use of information and computer systems, for needs directly related and instrumental to the Offer (collection of tenders, verification of their regularity and allocation). The personal data will be processed – in their capacity as independent Data Controllers, each for the purposes connected and instrumental to their role in the transaction – by the Appointed Intermediaries, the Intermediary in Charge for Coordinating the Collection of Tenders (Intermonte SIM), the Offeror, the Depository Intermediaries and the companies selected by them to perform the technical or support activities necessary for the transaction. The above-mentioned purposes represent the legal basis for the data processing. The provision of personal data is necessary to execute this transaction; therefore, failure to provide even part of the data will lead to rejection of this tender. The interested party has the right to access the data at any time and to obtain a copy of them, to rectify and/or supplement them if inaccurate or incomplete, to cancel or request the limitation of their processing, to resist to their processing, to obtain their portability where applicable, if processed automatically for the execution of the contract, and to apply to the Data Protection Authority in case of violation of any rights. For clarification or questions regarding the processing of personal data, the interested party may send a registered letter to the Legal Department of Intermonte SIM S.p.A., at Galleria de Cristoforo 7/8, 20122, Milan, Italy.*

(place) \_\_\_\_\_, (date) \_\_\_\_\_

\_\_\_\_\_  
The Tendering Shareholder or his/her representative

\_\_\_\_\_  
Stamp and signature of the Appointed Intermediary

The **DEPOSITORY INTERMEDIARY** receiving this Tender Form represents, at the time of presentation of this form by the Tendering Shareholder (or his/her representative), on its own responsibility:

- a) that it is the depository of the aforementioned Shares owned by the Tendering Shareholder;
- b) that it will carry out the necessary formalities for the transfer of the Shares covered by this Tender Form to the Appointed Intermediary exclusively through Euronext Securities Milan (i.e., Monte Titoli S.p.A.), by and no later than the closing date of the Offer.

\_\_\_\_\_  
Stamp and signature of the Depository Intermediary

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Dear Appointed Intermediary \_\_\_\_\_  
I, the undersigned (first name, surname or company name) \_\_\_\_\_ Fiscal code/VAT number \_\_\_\_\_  
born in \_\_\_\_\_ on \_\_\_\_\_ province \_\_\_\_\_ Address \_\_\_\_\_ citizenship/nationality \_\_\_\_\_  
resident/registered office in \_\_\_\_\_ Address \_\_\_\_\_ Postcode \_\_\_\_\_  
holder of No. \_\_\_\_\_ ordinary shares (with ISIN code \_\_\_\_\_) of SAES Getters S.p.A. (the "Shares"), with no nominal value, regularly entitled to dividends and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of encumbrances and constraints of any kind and nature, whether *in rem*, obligatory and/or personal.

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shall be timely transferred to/deposited with you, under the appointment expressly accepted hereinbelow, by the Depository Intermediary of such shares.

**AUTHORISE** the registration of the above Shares in a temporary account set up with you for the purpose of this Offer, if any.

**CONSENT** as of now to transfer to the Offeror the Shares entered in the aforementioned temporary account, if any, granting you an irrevocable mandate to perform, directly or indirectly, in the name and on behalf of the undersigned, all the necessary formalities for the transfer of the Shares to the Offeror. All of the above will be done against payment of the Consideration on the Payment Date, or, if applicable, on the Payment Date upon the Reopening of the Terms (subject to any extensions and/or amendments to the Offer, as better specified in the Offer Document), as defined in the Offer Document and as better specified therein.

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- 3) that my subscription to the Offer is irrevocable, without prejudice to the possibility of communicating my express wish to withdraw the subscription and subscribe to any competing offers, pursuant to applicable laws and regulations;
- 4) that the Offer Document provides that payment of the Consideration will take place in cash, against the simultaneous transfer of ownership of the Shares tendered and purchased by the Offeror, on the fifth trading day following (i) the closing date of the Acceptance Period, subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws, or, if applicable, (ii) any Reopening of the Terms. Such payments are subject to the completion of the necessary formalities to transfer the Shares to the Offeror;
- 5) that the Shares tendered to the Offer by the end of the Acceptance Period, as potentially extended or, if applicable, by the end of the Reopening of the Terms, shall remain bound to the service of the Offer until the Payment Date, or, if applicable, the Payment Date upon the Reopening of the Terms, and the Tendering Shareholders may exercise all the economic and administrative rights pertaining to such Shares, but may not assign, in whole or in part, or otherwise dispose of (including via pledges or other liens or encumbrances) the Shares tendered to the Offer;
- 6) that the number of Shares Subject to the Offer may vary downward if, by the end of the Acceptance Period, as potentially extended, or, if applicable, by the end of the Reopening of Terms, the Offeror and/or Persons Acting in Concert purchase Shares outside of the Offer in accordance with applicable laws; in this case the number of Shares purchased by the Offeror and/or Persons Acting in Concert outside of the Offer will be deducted from the maximum number of Shares Subject to the Offer;
- 7) that the Consideration for each Share Subject to the Offer is intended net of stamp duty, registration tax and Italian financial transactions tax, if due, and fees, commissions and expenses that will be borne by the Offeror. Conversely, any income tax, withholding tax, or substitute tax, if due, on the income/capital gain potentially realised, will be borne by the Tendering Shareholders;
- 8) that no interest is to be paid on the Consideration between the date of subscription to the Offer and the Payment Date or, if applicable, the Payment Date upon the Reopening of Terms;
- 9) that the effectiveness of the Offer is subject to the Threshold Condition, the Burden Condition and the MAC Condition, described in the Offer Document, and regarding the Threshold Condition as amended as a result of the Press Release, and that in the event that even one of the Conditions of the Offer is not met and the Offeror does not exercise its right to waive it, the Offer will not be completed. In such a scenario, any Shares tendered to the Offer will be returned to their respective holders, without charge or expense to them, no later than the first trading day following the date on which the Offeror communicates that the Offer has not been completed; in case of the return of Shares in the event of failure to complete the Offer, Tendering Shareholders shall be entitled to get back Shares that have, in relation to the increase in voting rights pursuant to Article 127-*quinquies* of the TUF, the same rights (e.g. increased voting rights or accrual of the right to an increase in voting rights) that they would have had if they had not tendered their Shares;
- 10) that the Tendering Shareholders will remain solely liable for the risk that the Depository Intermediaries may fail to deliver this Tender Form and may fail to deposit the Shares with the Appointed Intermediaries by the last day of the Acceptance Period, or, if applicable, of the Reopening of the Terms as well as for the risk that the Appointed Intermediary or Depository Intermediaries may not transfer the Consideration to the persons entitled thereto, or delay the transfer thereof;
- 11) that, if necessary and if the Offer is completed due to the satisfaction of the Conditions of the Offer or the Offeror's right to waive them, the Appointed Intermediary or Depository Intermediary is authorized to convert the Shares that have accrued increased voting rights tendered to the Offer into ordinary shares without increased voting rights before transferring them to the Intermediary in Charge of Coordinating the Collection of Tenders.

**AUTHORISE** this Appointed Intermediary to settle/arrange payment by:

transfer to bank account no. \_\_\_\_\_ in the name of \_\_\_\_\_ bank \_\_\_\_\_  
IBAN \_\_\_\_\_

non-transferable cashier's cheque made out to \_\_\_\_\_ to be sent to \_\_\_\_\_  
the amount of Euro \_\_\_\_\_ representing the Consideration due for the Shares tendered to the Offer,

**DECLARE**

- a) that I am aware that the Offer is addressed on equal terms to all holders of the Shares but it is being promoted exclusively in Italy, as the Shares are traded only on Euronext Milan, a market organised, regulated and managed by Borsa Italiana S.p.A. and that it has not been and will not be promoted or disseminated, directly or indirectly, in the United States of America, Canada, Japan, and Australia, as well as in any other state in which such an Offer is not permitted in the absence of authorization by the competent authorities or other compliance by the Offeror (collectively, the "Other Countries") (for further information see Section F, Paragraph 4, of the Offer Document);
- b) that I have not received and/or sent copies or originals of this Tender Form, the Offer Document and/or any document relating to the Offer from or to the United States of America, Canada, Japan, Australia or the Other Countries in which the Offer is not permitted without the authorisation of the competent authorities and that I have not otherwise used in connection with the Offer, directly or indirectly, postal services and/or any other means or instruments (including, by way of example and without limitation, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium) of national or international trade, or the services of any regulated market of the United States of America, Canada, Japan, Australia or the Other Countries; and
- c) to be outside of the United States of America, Canada, Japan, Australia or the Other Countries where the Offer is not permitted in the absence of authorisation from the competent authorities when this Tender Form is delivered or signed.

*Pursuant to Article 13 of the General Data Protection Regulation (EU) No 2016/679 ("GDPR") we inform the Tendering Shareholders that the personal data they provide in this Tender Form will be processed, including through the use of information and computer systems, for needs directly related and instrumental to the Offer (collection of tenders, verification of their regularity and allocation). The personal data will be processed – in their capacity as independent Data Controllers, each for the purposes connected and instrumental to their role in the transaction – by the Appointed Intermediaries, the Intermediary in Charge of Coordinating the Collection of Tenders (Intermonte SIM), the Offeror, the Depository Intermediaries and the companies selected by them to perform the technical or support activities necessary for the transaction. The above-mentioned purposes represent the legal basis for the data processing. The provision of personal data is necessary to execute this transaction; therefore, failure to provide even part of the data will lead to rejection of this tender. The interested party has the right to access the data at any time and to obtain a copy of them, to rectify and/or supplement them if inaccurate or incomplete, to cancel or request the limitation of their processing, to resist to their processing, to obtain their portability where applicable, if processed automatically for the execution of the contract, and to apply to the Data Protection Authority in case of violation of any rights. For clarification or questions regarding the processing of personal data, the interested party may send a registered letter to the Legal Department of Intermonte SIM S.p.A., at Galleria de Cristoforis 7/8, 20122, Milan, Italy.*

(place) \_\_\_\_\_, (date) \_\_\_\_\_

The Tendering Shareholder or his/her/its representative

Stamp and signature of the Appointed Intermediary

**The DEPOSITORY INTERMEDIARY** receiving this Tender Form represents, at the time of presentation of this form by the Tendering Shareholder (or his/her representative), on its own responsibility:

- a) that it is the depository of the aforementioned Shares owned by the Tendering Shareholder;
- b) that it will carry out the necessary formalities for the transfer of the Shares covered by this Tender Form to the Appointed Intermediary exclusively through Euronext Securities Milan (i.e., Monte Titoli S.p.A.), by and no later than the closing date of the Offer.

Stamp and signature of the Depository Intermediary

**TENDER FORM**  
**FOR THE TOTAL VOLUNTARY TENDER OFFER**

Promoted by S.G.G. Holding S.p.A. (the "**Offeror**") pursuant to Art. 102 of Legislative Decree No. 58 of 24 February, 1998, as subsequently modified and supplemented (the "**Offer**") on maximum No. 11,731,762 ordinary shares issued by SAES Getters S.p.A. (the "**Issuer**")

Dear Appointed Intermediary \_\_\_\_\_  
I, the undersigned (first name, surname or company name) \_\_\_\_\_ Fiscal code/VAT number \_\_\_\_\_  
born in \_\_\_\_\_ on \_\_\_\_\_ province \_\_\_\_\_ Address \_\_\_\_\_ citizenship/nationality \_\_\_\_\_  
resident/registered office in \_\_\_\_\_ Address \_\_\_\_\_ Postcode \_\_\_\_\_  
holder of No. \_\_\_\_\_ ordinary shares (with ISIN code \_\_\_\_\_) of SAES Getters S.p.A. (the "**Shares**"), with no nominal value, regularly entitled to dividends and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of encumbrances and constraints of any kind and nature, whether *in rem*, obligatory and/or personal.

WHEREAS, capitalized terms not otherwise defined in this tender form (the "**Tender Form**") shall have the same meaning as in the offer document prepared for the purposes of the Offer (the "**Offer Document**"),

**DECLARE** that I have read all the conditions, terms and procedures of this Offer as set out in (i) the Offer Document made available to the public at the registered office of the Offeror (Via Santa Maria Fulcorina, No. 2, Milan), at the registered office of the Issuer (Viale Italia, No. 77, Lainate (MI)), at the offices of the Intermediary in Charge of Coordinating the Collection of Tenders and the Appointed Intermediaries as indicated in the Offer Document and available on the website of the Issuer (www.saesgetters.com) as well as on the website of the Global Information Agent ([www.georgeson.com](http://www.georgeson.com)) and (ii) the press release published by the Offeror on 9-Jun-2024 pursuant to Articles 36 and 43 of Consob Issuers' Regulation No. 11971/1999 (the "**Press Release**").

**TENDER** irrevocably and unconditionally to this Offer No. \_\_\_\_\_ Shares (with ISIN code \_\_\_\_\_), which:

have already been deposited with you in the securities account No. \_\_\_\_\_ in the name of: \_\_\_\_\_;

will be transferred to the aforementioned account as a result of a stock exchange settlement;

are deposited with you at the same time as signing this Tender Form;

shall be timely transferred to/deposited with you, under the appointment expressly accepted hereinbelow, by the Depository Intermediary of such shares.

**AUTHORISE** the registration of the above Shares in a temporary account set up with you for the purpose of this Offer, if any.

**CONSENT** as of now to transfer to the Offeror the Shares entered in the aforementioned temporary account, if any, granting you an irrevocable mandate to perform, directly or indirectly, in the name and on behalf of the undersigned, all the necessary formalities for the transfer of the Shares to the Offeror. All of the above will be done against payment of the Consideration on the Payment Date, or, if applicable, on the Payment Date upon the Reopening of the Terms (subject to any extensions and/or amendments to the Offer, as better specified in the Offer Document), as defined in the Offer Document and as better specified therein.

**DECLARE** that I will accept the cancellation of the transaction should any of the information and data contained in this Tender Form be found inaccurate as a result of checks and controls carried out after the transfer of the Shares referred to in this Tender Form.

**ACKNOWLEDGE**

- 1) that the consideration for each Share tendered to the Offer, as amended a result of the Press Release, will be Euro 28.0 (the "**Consideration**"), as better described in the Press Release and in the Offer Document and in the manner specified therein;
- 2) that the Consideration has been determined under the assumption that the Issuer will not approve or make any distribution of ordinary or extraordinary dividends from profits or reserves; should such assumptions occur instead, the Consideration shall be automatically reduced by an amount equal to the dividend per Share;
- 3) that my subscription to the Offer is irrevocable, without prejudice to the possibility of communicating my express wish to withdraw the subscription and subscribe to any competing offers, pursuant to applicable laws and regulations;
- 4) that the Offer Document provides that payment of the Consideration will take place in cash, against the simultaneous transfer of ownership of the Shares tendered and purchased by the Offeror, on the fifth trading day following (i) the closing date of the Acceptance Period, subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws, or, if applicable, (ii) any Reopening of the Terms. Such payments are subject to the completion of the necessary formalities to transfer the Shares to the Offeror;
- 5) that the Shares tendered to the Offer by the end of the Acceptance Period, as potentially extended or, if applicable, by the end of the Reopening of the Terms, shall remain bound to the service of the Offer until the Payment Date, or, if applicable, the Payment Date upon the Reopening of the Terms, and the Tendering Shareholders may exercise all the economic and administrative rights pertaining to such Shares, but may not assign, in whole or in part, or otherwise dispose of (including via pledges or other liens or encumbrances) the Shares tendered to the Offer;
- 6) that the number of Shares Subject to the Offer may vary downward if, by the end of the Acceptance Period, as potentially extended, or, if applicable, by the end of the Reopening of Terms, the Offeror and/or Persons Acting in Concert purchase Shares outside of the Offer in accordance with applicable laws; in this case the number of Shares purchased by the Offeror and/or Persons Acting in Concert outside of the Offer will be deducted from the maximum number of Shares Subject to the Offer;
- 7) that the Consideration for each Share Subject to the Offer is intended net of stamp duty, registration tax and Italian financial transactions tax, if due, and fees, commissions and expenses that will be borne by the Offeror. Conversely, any income tax, withholding tax, or substitute tax, if due, on the income/capital gain potentially realised, will be borne by the Tendering Shareholders;
- 8) that no interest is to be paid on the Consideration between the date of subscription to the Offer and the Payment Date or, if applicable, the Payment Date upon the Reopening of Terms;
- 9) that the effectiveness of the Offer is subject to the Threshold Condition, the Burden Condition and the MAC Condition, described in the Offer Document, and regarding the Threshold Condition as amended as a result of the Press Release, and that in the event that even one of the Conditions of the Offer is not met and the Offeror does not exercise its right to waive it, the Offer will not be completed. In such a scenario, any Shares tendered to the Offer will be returned to their respective holders, without charge or expense to them, no later than the first trading day following the date on which the Offeror communicates that the Offer has not been completed; in case of the return of Shares in the event of failure to complete the Offer, Tendering Shareholders shall be entitled to get back Shares that have, in relation to the increase in voting rights pursuant to Article 127-*quinquies* of the TUF, the same rights (e.g. increased voting rights or accrual of the right to an increase in voting rights) that they would have had if they had not tendered their Shares;
- 10) that the Tendering Shareholders will remain solely liable for the risk that the Depository Intermediaries may fail to deliver this Tender Form and may fail to deposit the Shares with the Appointed Intermediaries by the last day of the Acceptance Period, or, if applicable, of the Reopening of the Terms as well as for the risk that the Appointed Intermediary or Depository Intermediaries may not transfer the Consideration to the persons entitled thereto, or delay the transfer thereof;
- 11) that, if necessary and if the Offer is completed due to the satisfaction of the Conditions of the Offer or the Offeror's right to waive them, the Appointed Intermediary or Depository Intermediary is authorized to convert the Shares that have accrued increased voting rights tendered to the Offer into ordinary shares without increased voting rights before transferring them to the Intermediary in Charge of Coordinating the Collection of Tenders.

**AUTHORISE** this Appointed Intermediary to settle/arrange payment by:

- transfer to bank account no. \_\_\_\_\_ in the name of \_\_\_\_\_ bank \_\_\_\_\_  
IBAN \_\_\_\_\_
- non-transferable cashier's cheque made out to \_\_\_\_\_ to be sent to \_\_\_\_\_

the amount of Euro \_\_\_\_\_ representing the Consideration due for the Shares tendered to the Offer,

**DECLARE**

- a) that I am aware that the Offer is addressed on equal terms to all holders of the Shares but it is being promoted exclusively in Italy, as the Shares are traded only on Euronext Milan, a market organised, regulated and managed by Borsa Italiana S.p.A. and that it has not been and will not be promoted or disseminated, directly or indirectly, in the United States of America, Canada, Japan, and Australia, as well as in any other state in which such an Offer is not permitted in the absence of authorization by the competent authorities or other compliance by the Offeror (collectively, the "**Other Countries**") (for further information see Section F, Paragraph 4, of the Offer Document);
- b) that I have not received and/or sent copies or originals of this Tender Form, the Offer Document and/or any document relating to the Offer from or to the United States of America, Canada, Japan, Australia or the Other Countries in which the Offer is not permitted without the authorisation of the competent authorities and that I have not otherwise used in connection with the Offer, directly or indirectly, postal services and/or any other means or instruments (including, by way of example and without limitation, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium) of national or international trade, or the services of any regulated market of the United States of America, Canada, Japan, Australia or the Other Countries; and
- c) to be outside of the United States of America, Canada, Japan, Australia or the Other Countries where the Offer is not permitted in the absence of authorisation from the competent authorities when this Tender Form is delivered or signed.

*Pursuant to Article 13 of the General Data Protection Regulation (EU) No 2016/679 ("GDPR") we inform the Tendering Shareholders that the personal data they provide in this Tender Form will be processed, including through the use of information and computer systems, for needs directly related and instrumental to the Offer (collection of tenders, verification of their regularity and allocation). The personal data will be processed – in their capacity as independent Data Controllers, each for the purposes connected and instrumental to their role in the transaction – by the Appointed Intermediaries, the Intermediary in Charge for Coordinating the Collection of Tenders (Intermonte SIM), the Offeror, the Depository Intermediaries and the companies selected by them to perform the technical or support activities necessary for the transaction. The above-mentioned purposes represent the legal basis for the data processing. The provision of personal data is necessary to execute this transaction; therefore, failure to provide even part of the data will lead to rejection of this tender. The interested party has the right to access the data at any time and to obtain a copy of them, to rectify and/or supplement them if inaccurate or incomplete, to cancel or request the limitation of their processing, to resist to their processing, to obtain their portability where applicable, if processed automatically for the execution of the contract, and to apply to the Data Protection Authority in case of violation of any rights. For clarification or questions regarding the processing of personal data, the interested party may send a registered letter to the Legal Department of Intermonte SIM S.p.A., at Galleria de Cristoforis 7/8, 20122, Milan, Italy.*

(place) \_\_\_\_\_, (date) \_\_\_\_\_

The Tendering Shareholder or his/her representative \_\_\_\_\_

Stamp and signature of the Appointed Intermediary \_\_\_\_\_

The **DEPOSITARY INTERMEDIARY** receiving this Tender Form represents, at the time of presentation of this form by the Tendering Shareholder (or his/her representative), on its own responsibility:

- a) that it is the depository of the aforementioned Shares owned by the Tendering Shareholder;
- b) that it will carry out the necessary formalities for the transfer of the Shares covered by this Tender Form to the Appointed Intermediary exclusively through Euronext Securities Milan (i.e., Monte Titoli S.p.A.), by and no later than the closing date of the Offer.

Stamp and signature of the Depository Intermediary \_\_\_\_\_