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## **SAES Getters S.p.A.**

### **Internal Dealing Code of Conduct**

(Procedure pursuant to Article 152-*octies*, subsection 8, letter a) of the Issuers Regulations)

Approved by the Board of Directors of SAES Getters S.p.A. on 24 March 2006 and updated on 28 August 2008, on 23 February 2012 and on 29 July 2016

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## 1. FOREWORD

The Company – having regard to the community regulations pertaining to Insider Dealing, and particularly:

- a) Article 19 of Regulation (EU) of the European Parliament and the Council No. 596 of 16 April 2014 on market abuse, applicable starting 3 July 2016 (the “596/2014 Regulation”);
- b) the Commission Implementing Regulation No. 523 of 10 March 2016, laying down the technical implementing regulations respecting the format and model for the notification and disclosure of transactions carried out by persons discharging managerial responsibilities, in compliance with Regulation 596/2014 (the “523/2016 Regulation”);
- c) Delegated Regulation (EU) of the Commission No. 2016/522 of 17 December 2015, supplementing Regulation (EU) No 596/2014 of the European Parliament and of the Council 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 closed periods and types of notifiable managers' transactions (the “522/2016 Regulation”);
- d) the Commission Implementing Regulation No. 1055 of 29 June 2016 laying down implementing technical standards with regard to the technical means for appropriate public disclosure of inside information and for delaying the public disclosure of inside information in accordance with Regulation (EU) No 596/2014 of the European Parliament and of the Council (the “1055/2016 Regulation”);

as well as any corresponding national statutory laws and regulations - which, as of today, have yet to be repealed notwithstanding the entry into force of the corresponding Community regulations, which is directly applicable in the EU member States, and prevails over national provisions – and namely,

- Article 114, subsection 7, of the Consolidated Law (as defined below); and
- the provision of Articles 152-*sexies* - 152-*octies* of the Issuers Regulations (as defined below), introduced by Consob resolution No.15232 of 29 November 2005 as amended,

approved, by a resolution passed by the Board of Directors on 24 March 2006, this Internal Dealing Code of Conduct (hereinafter "**Code**"), and amended it on 28 August 2008, on 23 February 2012 and on 29 July 2016.

### 1.1. Purpose of the Code.

The purpose of the Code is to regulate, with binding effect,

- a) the disclosure obligations which the Relevant Persons and/or the Persons Closely Associated with the Relevant Persons, as defined below, are required to comply with respect to the transactions they carry out involving financial instruments of the Company or the Financial Instruments Associated to the Shares (as defined below);
- b) the obligations which the Company is required to comply with in respect to purchase or sale transactions of financial instruments performed by the Relevant Persons and by the Persons Closely Associated with them.

Within the limits and for the purposes detailed under the currently applicable laws and regulations, the Code also represents the instrument to identify, within the Company and its subsidiaries, the managers who fall under the definition of Relevant Persons, and the means by which the Relevant Persons are informed and made aware, in general, of the obligations

imposed upon them by current legislation, pursuant to Article 152- *octies*, subsection 8 of the Issuers Regulations.

**1.2. Clarification.** All the persons to whom this Code is applicable should be aware that although the Code represents a regulatory obligation and has been drawn up with maximum care and diligence, it cannot be regarded as a substitute for a thorough understanding and knowledge of the current legislation applicable, whether national or community, to which reference should be made. Furthermore, compliance with the provisions of this Code does not release the Relevant Persons from their duty to comply with other current laws and regulations applicable such as, for example, the rules on insider trading.

## 2. DEFINITIONS

For the purposes of this Code, the terms and expressions listed below, where occurring with an initial capital letter, have the meaning given in this glossary or within the text of the Code itself:

**Relevant Shareholders** means the Relevant Persons specifically identified in paragraph 3.1.4 of the Code.

**Borsa Italiana** means Italy's main stock exchange, where the Company's shares are listed, Borsa Italiana S.p.A.

**Code** means this Internal Dealing Code of Conduct, approved by the Board of Directors of the Company on 24 March 2006, amended on 28 August 2008, on 23 February 2012 and updated on 29 July 2016.

The Foreword and Attachments to the Code constitute an integral part thereof.

**Transactions** means the transactions defined in Article 4 of the Code.

**Persons Closely Associated with the Relevant Persons** means the persons listed in Article 3.2. of the Code.

**Main Subsidiary** means a company controlled, directly or indirectly, by the Company, pursuant to Article 2359 of the Italian Civil Code, which shareholding book value represents more than fifty per cent of the assets of the Company, as shown in the most recently approved financial statements.

**Stock Exchange Regulations** means the regulations for the markets organised and managed by Borsa Italiana.

**Issuers Regulations** means the Regulation issued by Consob with resolution no. 11971 of 14 May 1999 (as subsequently amended) on issuers.

**IINFO SDIR** means the system used by the Company to transmit the Regulated Information.

**Company** means SAES Getters S.p.A.

**Relevant Persons** means the persons listed in Article 3.1. of the Code.

**Appointed Person** means the person identified in Article 6 of the Code.

**Deputy for the Appointed Person** means the person appointed to perform the duties of the Appointed Person in the event of their absence or impediment, as identified in Article 6 of the Code.

**Financial Instruments Associated to shares** means:

- a.1) financial instruments that enable subscription, purchase, or sale of the shares;
- a.2) debt securities convertible into shares or exchangeable with these;

- a.3) financial derivatives indicated in Article 1, subsection 3, of the Consolidated Law<sup>1</sup>;
- a.4) other financial instruments, equivalent to shares, representing such shares;
- a.5) listed shares issued by subsidiaries of the Company and the financial instruments listed in letters a.1) to a.4) linked to these;
- a.6) unlisted shares issued by the Main Subsidiary, and the financial instruments listed in letters a.1) to a.4) linked to these;

**Consolidated Law** means Italian Legislative Decree no. 58 of 24 February 1998 (Consolidated Finance Act), as amended and supplemented.

### **3. RELEVANT PERSONS**

#### **3.1. Relevant Persons.**

The term Relevant Persons shall mean:

- 3.1.1) the members of the Board of Directors and the members of the Statutory Auditors;
- 3.1.2) the Corporate Commercial Manager, the Corporate Human Resources Manager, the Corporate Operations Manager, the Chief Financial Officer, the Chief Technology & Innovation Officer, the General Manager (where appointed), the Group Legal General Counsel, the

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<sup>1</sup> Namely:

- i) options contracts, futures contracts, swap, agreements for future exchanges of interest rates and other derivative contracts related to transferable securities, currencies, interests rates or returns, or to other derivative instruments, financial ratios or financial measures that can be settled with physical delivery of the underlying financial instrument or payment of differential amounts in cash;
- ii) options contracts, futures contracts, swap, agreements for future exchanges of interest rates and other derivative contracts related to goods that are settled by payment of differential amounts in cash or can be done so at the discretion of either party, with the exception of cases where this right follows a failure or other event that results in the termination of the contract;
- iii) options contracts, futures contracts, swap, and other derivative contracts related to goods that can be settled with delivery of the underlying financial instrument and that are dealt in on a regulated market and/or in a multilateral trading system;
- iv) options contracts, futures contracts, swap, forward contracts and other derivative contracts related to goods that can be settled with physical delivery of the underlying financial instrument, other than those indicated under letter f), that do not have commercial purposes, and with the characteristics of other derivative financial instruments, considering, among other things, if they are cleared and carried out by means of admitted clearing houses or if they are subject to regular margin calls;
- v) derivative instruments for the transfer of credit risk;
- vi) differential financial contracts;
- vii) options contracts, futures contracts, swap, forward contracts on interest rates and other derivative contracts related to climate variables, transport prices, emission allowance, inflation rates or other official economic statistics, which can be settled by payment of differential amounts in cash or be done so at the discretion of either party, with the exception of cases where this right follows a failure or other event that results in the termination of the contract, as well as other derivative contracts related to assets, rights, obligations, ratios and measures, other than those mentioned above, with the characteristics of other derivative financial instruments, considering, among other things, if they are dealt in on a regulated market and/or in a multilateral trading system, if they are cleared and carried out by means of admitted clearing houses or if they are subject to regular margin calls; and
- viii) any other security that implies a cash settlement determined with reference to transferable securities indicated in article 1, subsection 1-bis, letter a), b) and c) of the Consolidated Law i.e.:
  - a) company shares and other securities equivalent to company shares, partnership shares or of other subjects and share deposit certificates;
  - b) bonds and other debt securities, including deposit certificates related to these securities; and
  - c) any other security normally traded that allows to purchase or sell the transferable values indicated above.

Manager appointed to draw up the Company's accounting documents, pursuant to Article 154 *bis* of the Consolidated Law;

3.1.3) the members of the Board of Directors, the members of the Statutory Auditors, the General Manager (where appointed), the Finance Manager (or similar position) of the Main Subsidiary;

3.1.4) anyone holding, directly or indirectly, a controlling interest in the Company, or an interest of at least 10 per cent of the share capital of the Company, pursuant to Article 93 of the Consolidated Law (“**Relevant Shareholders**”).

**3.2. Persons Closely Associated with the Relevant Persons.** The term Persons Closely Associated with the Relevant Persons shall mean:

3.2.1) spouse, unless legally separated,

3.2.2) dependent children, including children of the spouse,

3.2.3) the parents, blood relatives and relatives who have cohabited with the Relevant Persons for at least one year on the date of the Transaction;

3.2.4) the legal persons, partnerships and trusts in which a Relevant Person or one of the persons indicated in point 3.2.1) is responsible, individually or jointly, for the management/running thereof.

3.2.5) the legal persons, controlled directly or indirectly by a Relevant Person or by one of the persons indicated in point 3.2.1);

3.2.6) the partnerships whose economic interests are substantially equivalent to those of a Relevant Person or of one of the persons indicated in point 3.2.1);

3.2.7) the trusts set up for the benefit of a Relevant Person or of one of the persons indicated in point 3.2.1).

**3.3. Further identifications.** The Chairman and the Chief Executive Officer, if applicable (for example, in case of termination or new hiring) and, in any event at least once a year, shall check whether it is necessary or opportune to add to the list of Relevant Persons, particularly with regard to persons discharging management responsibilities within the Company and of managers who have regular access to inside information and who have the power to make managerial decisions affecting the future developments and business prospects of the Company. If the list is to be updated as a result of this check, they give instructions to the Appointed Person as identified in Article 6 below to update the list of the Relevant Persons. The Board of Directors is also informed of the outcomes of this update.

Furthermore, after approving the financial statements, the Chairman and Managing Directors identify, where applicable, the Main Subsidiary and therefore identify the Relevant Persons as described in point 3.1.3) above.

The Chairman and Managing Directors may identify, including on a temporary basis pursuant to legal criteria, other Relevant Persons depending on the activity performed or position held.

The Board of Directors is informed of any such identification and the respective time limits, where specified, and the Appointed Person defined in Article 6 below is immediately informed.

## **4. DISCLOSURE OBLIGATIONS OF RELEVANT PERSONS**

### **4.1. Obligation.**

(A) The Relevant Persons, with the exception of the Relevant Shareholders (subject to the obligations detailed in point B below), are required to disclose to the Company (according to the procedures detailed in Articles 5 and 7 below) and to Consob, personally or through the Company, any transaction involving the purchase, sale, subscription or exchange of shares (including the exercise of option rights and stock/grant options), involving Company shares or other Financial Instruments Associated with them, either performed by them or by their Closely Associated Persons, either directly or through an intermediary (hereinafter "**Transactions**"). The Transactions subject to notification obligations are:

- a) the purchase, sale, short-sale, subscription, or exchange;
- b) acceptance or exercise of an option right, including the option right granted to the Relevant Persons as part of the consideration they are entitled to receive, and the transfer of shares deriving from the exercise of said option right;
- c) being party to a contract for difference connected to share indices or the exercise of such contracts;
- d) transactions in derivative instruments or instruments connected thereto, including transaction with settlement in cash;
- e) the entering into a contract for difference relative to a Financial Instrument of the Company or emission shares or products
- f) the acquisition, transfer, or exercise of rights, including put and call options, and warrants;
- g) the subscription of a share increase or an issue of debt claims;
- h) transactions in derivative and financial instruments connected to a debt claim of the Company including credit default swaps;
- i) conditional transactions subordinated to the conditions and the actual performance of the transactions;
- j) the automatic or non-automatic conversion of a financial instrument into another financial instrument, including the exchange of bonds convertible into shares;
- k) the gifts or donations made or received and the inheritances received;
- l) the transactions carried out in products, baskets and indexed derived instruments, if so provided under Article 19 of Regulation (EU) No. 596/2014;
- m) transactions in stock or shares in investment funds, including alternative investment funds (AIFs) as per Article 1 of Directive 2011/61/EU of the European Parliament and the Council, if so provided under Article 19 of Regulation (EU) No. 596/2014;
- n) transactions carried out by managers of an AIF where the Relevant Person or a Person Closely Associated to them has invested, if so provided under Article 19 of Regulation (EU) No. 596/2014;
- o) transactions carried out by third parties within the scope of an asset management appointment or an individual portfolio on behalf of or in favour of a Relevant Person or a Person Closely Associated to such Person;
- p) the borrowing or lending of shares or debt claims of the Company or derivative instruments or other financial instruments connected thereto;

For the purpose of the notification obligations, the following Transactions are also taken into account: (i) the assignment for collateral purposes of financial instruments by or on behalf of a Relevant Person or a Person Closely Associated to the Relevant Person;

(i) transactions carried out by those who professionally arrange or carry out transactions, or by any other person who carries out said transactions on behalf of a Relevant Person or a Person Closely Associated to the Relevant Persons, including when it is exercised discretionally;

(iii) transactions carried out within the scope of a life insurance, as defined under Directive 2009/138/EC of the European Parliament and the Council, where:

- a) the policy holder is a Relevant Person or a Person Closely Associated with the Relevant Person;

- b) the investment risk is borne by the policy holder; and
- c) the policy holder is entitled or has the discretionary power to take investment decisions with regard to specific instruments contemplated in the life insurance at issue, or to carry out transactions concerning the specific instruments of such life insurance.

For the purposes of the provisions of this Article 3.2 (i), it is not necessary to notify any assignment of financial instruments for collateral purposes or other similar guarantee, in connection with the deposit of the financial instruments into a custodial account, unless and as long as such assignment for collateral purposes or other similar guarantee is intended to obtain a specific credit facilitation.

If the policy holder is held to notify the Relevant Transactions under this Article, the insurance company is not subject to the same notification obligation.

**(B)** The Relevant Shareholders are required to disclose to Consob and to the market, personally or through the Company, the Transactions, by the end of the fifteenth day of the month following the month in which the Transaction that must be disclosed pursuant to the following Articles 4.3 and 4.4 was carried out.

The notifications relative to the Relevant Transactions carried out by Relevant Shareholders do not need to be sent to the Company under this Code. The Relevant Shareholders is solely responsible for discharging any and all obligations, charges, and/or formalities, under the law and the applicable regulations, pertaining to and/or consequent to the performance of Relevant Transactions.

**4.2. Timing.** For the purposes of fulfilling the disclosure obligations by the Company, the Relevant Persons, with the exception of the Relevant Shareholders, must disclose, according to the procedures set out in Article 5 below, to the Appointed Person identified in Article 6 below, the set of information required by law, without delay and, in any event, within three trading days of the date of the most recent transaction that must be disclosed pursuant to Articles 4.3 and 4.4 below.

If the disclosure from each Relevant Person, with the exception of the Important Shareholder, does not reach the Company within the time limits identified above, the Company shall assess the request and henceforth reserves the right not to make the disclosure referred to in Article 7.1., whilst informing the Relevant Persons promptly.

**4.3. Exclusions.** There is no need to notify:

- a) Transactions which total amount is less than € 5000.00 (five thousand euro) by 31 December of each financial year; the notification obligation resumes to be applicable for all the subsequent Transactions once said threshold is met during the same calendar year;
- b) Transactions performed between the Relevant Person and their Closely Associated Persons; and
- c) Transactions performed by the Company and by its subsidiary companies;
- d) transactions carried out for no consideration pertaining to the Financial Instruments (e.g., gifts or inheritance);
- e) assignments for no consideration of the Financial Instruments or the purchase or subscription rights of the Financial Instruments;
- f) transactions carried out by a credit institution or an investment firm that concur in constituting the trading portfolio of such institution or firm, as defined in Article 11 of Directive 2006/49/EC, as long as said institution or firm:

- keeps the trading and market making structures separated from the treasury and the structures that manage the strategic shares;
- is capable of identifying the shares held for the purposes of the trading and/or market making shares, by means that may be inspected by Consob, or
- holds said shares in a separate account;

and, if operating in the capacity of market maker,

- is authorized by the member State of origin under Directive 2004/39/EC to carry out the market making activity;
- provides to Consob the market making agreement in place with the market management firm and/or issuer, as required by law and where applicable under any relative implementing provisions in force in the EU member State where the market maker carries out its activity;
- notifies the Consob that it intends to carry out or that it carries out the market making activities on the shares of an issuer of listed shares, using the TR-2 form contained in Attachment 4E of the Consob Regulation; the market maker must also promptly notify the Consob of the termination of the market making activities over said shares;

There is no need to inform the Company if no Transactions at all are performed.

**4.4. Threshold determination.** For the purposes of determining the threshold of €5,000.00 (five thousand euro):

- for the Financial Instruments Associated to derivative shares, the amount is calculated in relation to the underlying assets;
- the value of the transactions is to be calculated in absolute value, adding together the positive and negative transactions, irrespective of the type of Financial Instrument object of the transaction;
- the value of the transactions entailing the derivative financial instruments as per Article 1, paragraph 3, of the Consolidated Law, is calculated with reference to the so called “notional value”, calculated as the product between the number of shares controlled by the instrument and the official price of the underlying activity on the date of each transaction;
- the value of the transactions is calculated adding the transactions carried out on behalf of each Relevant Person and those carried out on behalf of the Persons Closely Associated with such persons;

**4.5. Signing of Acceptance Form.** The Relevant Persons must return the Acceptance Form (Attachment 1) duly filled in, dated and signed, to the Investor Relations Office, within 5 working days of receiving a copy of the Code.

**4.6. Disclosure Obligation to Closely Associated Persons.**

The Relevant Persons are under obligation to inform in writing the Persons Closely Associated to them as to the conditions, manners, and terms based on which the Persons Closely Associated are to comply with the obligations of law and the regulations pertaining to and/or consequent to carrying out the Relevant Transactions, and with this Code;

Each Relevant Person provides to the Company a List of the Persons Closely Associated to them, upon their first acceptance of the Code, and promptly informs the Company of any ensuing variation in the List, by sending a notification to the Legal Affairs Department

(Corporate Secretarial Services). The Corporate Secretarial Services keep the above list and report to the Board of Directors any information deemed necessary or opportune. Any duties, obligation, burdens, and/or formalities relative to or connected with the compliance with the Code by the Persons Closely Associated to the Relevant Person, including the relative responsibilities, are entirely and exclusively upon each Relevant Person interested.

## 5. NOTIFICATIONS TO THE COMPANY AND TO CONSOB

The Relevant Transactions concerning the Financial Instruments carried out by the Persons Closely Associated to the Relevant Person must be notified to the Appointed Person, and, where required, to Consob, by the Relevant Person, under Articles 5, 6, and 7.

The notification to the Company as per point 4.1 above must be made by the Relevant Person in writing, by using the forms drafted in line with the template attached to this Code (Attachment 2).

Upon circulation (or update) of this Code, the form is made available in paper form and/or electronic format. Said forms are always available with the Appointed Person.

Where it not possible to use these forms, it is understood that the notification (which must always be given in writing) must contain all the information stated in the attached form (Attachment 2).

Notification to the Appointed Person must be made:

- by *fax*, to the number +39 02 93178370, marked for the attention of the Investor Relations Manager, or
- by email to the address: [internaldealing@saes-group.com](mailto:internaldealing@saes-group.com)
- by Certified Electronic Mail (or PEC) to the address [saes-ul@pec.it](mailto:saes-ul@pec.it)

and, in either case, after calling +39 02 93178273 to give advance notice.

The Relevant Person **must** indicate whether news of the Transaction has already been independently supplied to Consob or whether notification is requested from the Company on behalf of the Relevant Person pursuant to Article 152-*octies*, subsection 6, of the Issuers Regulations.

The transmission of the information pertaining to the Relevant Transactions under this Code, and any communication in any way connected to the Code must take place, as regards the Consob, via certified electronic mail to the address [consob@pec.consob.it](mailto:consob@pec.consob.it) (if the sender is subject to the obligation of having a certified electronic mail address), or via email to the address [protocollo@consob.it](mailto:protocollo@consob.it), indicating as recipient “Ufficio Informazione Mercati” and having at the beginning of the subject the phrase “MAR Internal Dealing”.

## 6. PERSON APPOINTED TO RECEIVE, MANAGE AND DISCLOSE INFORMATION REGARDING TRANSACTIONS

**6.1. Identification.** The Person Appointed to receive, manage and disclose information received from Relevant Persons regarding Transactions, pursuant to Article 152-*octies*, subsection 9, of the Issuers Regulations, is the Investor Relations Manager.

**6.2. Duties.** The Appointed Person is assigned the following duties:

- (i) receive information sent by Relevant Persons in accordance with Articles 4 and 5 above;

- (ii) manage information sent by Relevant Persons: this involves the appropriate filing of documentation, including electronic documentation, received in accordance with Articles 4 and 5 or sent in accordance with Article 7 below;
- (iii) send information to Consob on behalf of the Relevant Persons, at their request, according to the terms and conditions indicated in Article 7.1 below;
- (iv) send information to the market according to the terms and conditions indicated in Article 7.2 below;
- (v) send, once a year – after the conclusion of the checks as per Article 3.3. above – a reminder to the Relevant Persons as to their qualification as Relevant Persons, and on the obligations connected with such qualification;
- (vi) report to the Board of Auditors, the Board of Directors, and the Supervisory Body any violations detected or learned.

The Appointed Person has the right to request from each Relevant Person, via registered mail with return receipt, sent in advance via fax, or via certified electronic mail, any information, clarification and/or supplement, including relative to the Persons Closely Associated to them, which may be necessary and/or useful for the purpose of implementing this Procedure. The Relevant Person receiving such request is under obligation to provide the requested information to the Appointed Person, via registered mail with return receipt, sent in advance via fax, or via certified electronic mail, or by a letter given by hand, by and no later than 10 days of receiving said request. In case of urgency, duly notified by the Appointed Person, the request of information, clarifications, and/or supplements may be sent by the Appointed Person even just via email, in which case the Relevant Person receiving such request is under obligation to respond promptly and in any case within reasonable time limits so as to enable compliance with the Code.

**6.3. Deputy.** In the event of the absence or impediment of the Appointed Person, the duties listed in this Article shall be performed by the Head of the Legal Affairs Department acting in the capacity of Deputy for the Appointed Person.

During the Company's closing periods, when both the Appointed Person and the Deputy are absent, the Company will consider appointing a third-party firm to carry out the duties detailed in point 6.2 letters i), ii) and iv) and, if required, iii), and shall notify the Relevant Persons in a timely manner.

**6.4 Role of the Legal Affairs Department.** The Legal Affairs Department assists the Appointed Person, by:

- (i) drawing up and keeping the updated list of the Relevant Persons and the Persons Closely Associated to them;
- (ii) sending the notifications and a copy of the applicable laws to the Relevant Persons and the Persons Closely Associated to them with regard to the adoption of the Code (and its modifications and supplements) and their qualification as Relevant Persons and Persons Closely Associated to Relevant Persons; to such an end, the Legal Affairs Department sends a copy of the Code to all the recipients, requesting their signing of the declaration attached to the Code, pursuant to Article 4.5 of the Code, and filing it.
- (iii) making sure that the Code is adequate, by submitting any modifications that may be deemed necessary or opportune to the Board of Directors of the Company.

## **7. NOTIFICATION TO CONSOB AND DISCLOSURE TO THE MARKET OF TRANSACTIONS CARRIED OUT BY RELEVANT PERSONS AND BY CLOSELY ASSOCIATED PERSONS**

**7.1. Notifications.** The Relevant Persons inform the Consob and the Company of the Relevant Transactions carried out by them personally or by the Persons Closely Associated to them, including through a third party, within 3 (three) trading days of the day in which said Transactions were carried out. Upon request of the Relevant Person, where the Relevant Persons has not already done so, the Company shall, through the Appointed Person, notify the Transactions carried out by the Relevant Persons and the Persons Closely Associated to them to the Consob. The Relevant Persons and the Persons Closely Associated to them are responsible for providing the information pertaining to the Transactions to the Company within a reasonable period sufficient to leave enough time to the Company to comply with the notification obligations towards the Consob, where required, within the time-limits imposed by law, and thus no later than the second trading day of the day in which the Transactions were carried out.

### **7.2. Disclosures to the market.**

(A) The Company, through the Appointed Person, fulfils its disclosure obligations by disclosing to the market (according to the procedures defined in Title II, Paragraph I of the Issuers Regulations ) the information received from the Relevant Person, with the exception of the information received from the Relevant Shareholder, by the end of the trading day following the day in which such information was received, keeping into account that such disclosure may not be done after 3 (three) trading days from the Transaction. The disclosure is performed in such a way to enable quick access to said information in line with the applicable laws and regulations, including by making use of the authorized storage system (Article 19, paragraph 3, of Regulation 596/2014), and on the Company's website.

(B) With reference to Relevant Shareholders, the communication to the market can be made personally by them or by the Company, provided that, by agreement, each Relevant Shareholder sends the information relating to the Transactions by the end of the fifteenth day of the month following the month in which the Transaction was carried out.

(C) A copy of the market disclosure shall also be published on the Company's website by the start of trading on the day after the disclosure was released.

**7.3. Confirmation.** The Appointed Person shall give confirmation to the Relevant Person who made the disclosure specified in Articles 4.1, 7.1 and 7.2 that the disclosure has been sent to Consob and/or to the market, as appropriate.

**7.4. Hold harmless.** The Appointed Person is not liable for any breaches of the disclosure obligations to Consob and/or to the market which are incumbent on the Relevant Persons and/or the Company, arising from any omitted, incomplete, inaccurate, or delayed disclosure by the Relevant Persons.

## **8. RESTRICTIONS ON THE PERFORMANCE OF TRANSACTIONS - BLACK OUT PERIODS**

**8.1. Blackout periods.** The Relevant Persons and the Closely Associated Persons are prohibited from executing or from recommending third parties to carry out, directly or via an intermediary, any Transactions during the period of 30 calendar days preceding the meeting of the Company's Board of Directors in which the quarterly reports, draft financial statements and half-yearly report are approved. The black out period expires 24 hours after issue of the press release pursuant to Article 114 of the Consolidated Law.

The dates fixed for the meetings of the Board of Directors are taken from the calendar of company events announced by the Company in accordance with Article 2.6.2. letter c) of the current Stock Exchange Regulations and published on the Company's website (Investor Relations section) and on Borsa Italiana's website.

**8.2. Exceptions.** Without prejudice to the paragraph above, a Relevant Person is entitled to carry out any trading, on their own account or on behalf of third parties, during the course of a Blackout Period if the following conditions are met:

(i) the Relevant Person is able to demonstrate that the specific Transaction may not be carried out at any other time other than a Blackout Period;

(ii) one of the following circumstances is in place:

a) exceptional conditions (including financial difficulties), to be evaluated on a case-by-case basis, that impose the immediate sale of shares. On this regard, before any trading during the Blackout Period, the Relevant Person asks the Company, by submitting a reasoned written request, the authorization to sell immediately its shares of the Company or other Financial Instruments connected thereto, during a Blackout Period. Such written request contains a description of the operation considered and an explanation of the reason for which the sale of the shares is the only reasonable way to obtain the necessary funds. The circumstances of the sale transactions at issue are considered exceptional by the Company if they are extremely urgent, unforeseen, and impellent and may not be ascribable to the Relevant Person and are outside the Relevant Person's control. In examining whether the circumstances described in said written request are exceptional, the Company takes into consideration, in addition to other indicators, whether, and in what measure, the Relevant Person (i) at the time of submitting the request, must meet a legally enforceable financial obligation or satisfy a claim; (ii) must meet or is in a situation that was created before the beginning of the Blackout Period which requires that payment of a sum to third parties, including fiscal obligations, and the Relevant Person cannot reasonable meet said financial obligation or satisfy a claim except by immediately selling the shares of the Company or other Financial Instruments connected thereto.

b) special characteristics of the trading. On such regard, the Company may authorize the Relevant Person to trade on their account or on account of third Parties during a Blackout Period where (i) the Relevant Person was granted or allocated Financial Instruments within the scope of an employee scheme, on condition that the following conditions are met: a) the employee scheme and the conditions thereof have been previously approved by the Company in compliance with national laws and regulations, and the conditions of the scheme specify the times for the granting or allocation and the amount of the financial instruments granted or allocated, or the base to calculate such amount, on condition that discretionary powers may not be exercised; b) the Relevant Person has no discretionary power over the acceptance of the Financial Instruments granted or allocated; (ii) the Relevant Person was granted or allocated Financial Instruments within the scope of an employee scheme implemented during the Blackout Period, on condition that a previously-approved plan is implemented and organized with regard to the conditions, the frequency, and the timetable for the granting, and that the authorized persons to whom the financial instruments are granted and the amount of the financial instruments to be

granted are indicated, and that the granting or allocation of the financial instruments takes place within the scope of a specified framework where such granting or allocation may not be influenced by any inside information; (iii) the Relevant Person exercises options or warrants or the right of conversion of convertible bonds that have been assigned to them within the scope of an employee scheme (where the expiry date of such options, warrants, or convertible bonds occurs during a Blackout Period) , and sells the shares acquired following the exercise of such options, warrants or conversion rights, on conditions that all the following conditions are met: a) the Relevant Person notifies the Company as to their decision to exercise the options, warrants, or conversion rights at least four month prior to their expiry date; b) the decision of the Relevant Person is irrevocable; c) the Relevant Person has previously been authorized by the Company; i) the Relevant Person acquires Financial Instruments of the Company within the scope of an employee savings scheme, on conditions that all the following conditions are met: a) the Relevant Person has enrolled in the scheme before the Blackout Period, except in case where they could not have enrolled in the scheme at any other time due to the date in which they were hired; b) the Relevant Person does not modify the condition of their participation in the scheme or revokes said participation during the Blackout Period; c) the sale transactions are clearly organised based on the conditions of the scheme and the Relevant Person does not have the right or the legal possibility to modify them during the Blackout Period, or such operations are planned within the scope of the scheme so that they take place on a pre-scheduled date falling within the Blackout Period; v) the Relevant Person transfers or receives, directly or indirectly, Financial Instruments, on conditions that they are transferred from one of the Relevant Person's accounts to another of their accounts, and that such transfer does not entail any variation in their price; vi) the Relevant Person acquires a guarantee or rights relative to shares of the Company and the final date of such acquisition falls within a Blackout Period, in line with the Company's bylaws or under the law, on condition that such Person demonstrates to the Company the reasons for which the acquisition did not take place at another time, and the Company accepts the explanation provided.

**8.3 Restriction on the performance of Transactions in other periods.** The Board of Directors gives the Chairman and the Managing Directors the power, where necessary, to prohibit or restrict the performance of Transactions by Relevant Persons and Closely Associated Persons in other periods of the year when particular events are taking place.

In this case, the Appointed Person shall be responsible for notifying the Relevant Persons (who have not already been informed of such on account of their position) of the start and finish dates of the period during which Transactions are restricted.

## **9. SANCTIONS**

**9.1. Principles.** The noncompliance with the provisions of this Code, including where it does not involve any conduct sanctioned by the public authorities or by the financial market's supervisory authorities, implies in any case a negative image for the Company, with obvious consequences in terms of financial and other losses arising from conducts not in line with the principle of transparency. In case of noncompliance by the Relevant Persons with the provisions of the Code, the breaching Relevant Person shall be held to indemnify and reimburse the Company for any loss, expense, cost, burden, or liability which has been suffered or may be suffered to the Company as a result of such breach.

**9.2. Sanction procedure.** The failure on the part of Relevant Persons holding the position of Statutory Auditor or Director of the Company or the Main Subsidiary, to comply with the rules laid down in this Code shall be assessed by the relevant company bodies, including for the

purposes of determining the correct fulfilment of the obligations pertaining to their office, and may involve the possibility of claiming compensation from the person responsible for such noncompliance for any loss suffered and the adoption of the appropriate measures as provided for or permitted by law.

Where a breach is committed by one of the members of the Board of Directors, said member of the Board cannot take part in the relative resolution.

If the majority of the members of the Board of Directors have infringed this Code, the Statutory Auditors will take the necessary measures.

**9.3. Breaches by persons working under an employment agreement or similar.** Failure to comply with the rules of this Code on the part of Relevant Persons who have an employment agreement or similar agreement with the Company shall be evaluated by the Company departments in charge, even for the purposes of determining the correct fulfilment of the obligations pertaining to the employment agreement, and may entail the possibility of claiming compensation from the person committing said breaches for any losses suffered by the Company.

Violations of the rules of the Code constitute a breach of the obligations arising from the employment agreement, with all the respective contractual and legal consequences, namely their classification as a disciplinary offence and/or their impact on the maintenance of the employment agreement.

In the event of breaches of the rules of conduct contained in this Code should be carried out by managers, the most appropriate measures will be taken against those persons responsible in accordance with the National Collective Labour Agreement 2004-2008 for Managers of Companies that Produce Goods and Services of 24 November 2004, as amended.

## 10. AMENDMENTS AND ADDITIONS TO THE CODE

Substantial amendments and additions to the Code are referred to the Company's Board of Directors.

The Chairman and the Managing Directors have the right to make any formal amendments or additions to this document, provided that the content remains unchanged in substance.

The Company's Legal Affairs Department has the duty of monitoring over time that the Code remains sound and workable. To this end, the Legal Affairs Department shall submit any proposed amendments of the Code to the Company's Board of Directors and check the actual workability of the solutions proposed.

## 11. DISTRIBUTION LIST

This Code includes the following attachments:

- Attachment 1. Acceptance Form;
- Attachment 2. Form for the Disclosure of Financial Instruments Transactions - *Facsimile*;
- Attachment 3. Data Protection Information Sheet.

A copy of this Code is provided to:

- ✓ the Relevant Persons;
- ✓ the Investor Relations Manager, in her capacity as the Appointed Person;
- ✓ the Head of the Legal Department, even in her capacity as Deputy for the Appointed Person;
- ✓ the Internal Auditor.

The Company, through its Legal Affairs Department (Corporate Secretarial Services) must inform the Relevant Persons, as provided in this Article, on the adoption of the Code and the ensuing amendments thereof, and all the obligations that are applicable to them.

The Relevant Persons must return the acceptance form duly filled-in, dated and signed within the time period specified in Article 4.5 of the Code.

This Code is also published on the Company's website in the Investor Relations section.

## ATTACHMENT 1. ACCEPTANCE FORM

I, the undersigned \_\_\_\_\_  
with address for service in \_\_\_\_\_ in my capacity as  
\_\_\_\_\_

- taking note that he/she has been included in the list of Important Subjects pursuant to the Internal Dealing Code of Conduct of SAES Getters S.p.A.
- aware of the legal obligations I am under obligation to comply with under the laws and regulations in force (of which I was given a copy) and under the above-mentioned Code, as well as of the penalties applicable in case of noncompliance with said obligations;
- aware of SAES Getters S.p.A.'s offer to carry out in the name and on behalf of the persons concerned the mandatory communications to the Authorities and to the market, on condition that they are carried out in compliance with the terms set forth in Article 4.2 of the Code;

### CERTIFY

- that I have received a copy of the Internal Dealing Code of Conduct, and to have read it and accept its contents;
- that I undertake, with maximum care and attention, to abide by the provisions contained in the Code, and to make them known to the Closely Associated Persons within the terms set forth in this Code.

DATE

SIGNATURE

Note>To be returned duly filled in, dated and signed, to the Investor Relations Office, within 5 working days of receiving a copy of the Code.

**Attachment A**

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

<b>1 Details of the person discharging managerial responsibilities/person closely associated</b>	
a) Name	<i>[For natural persons: the first name and the last name(s).] [For legal persons: full name including legal form as provided for in the register where it is incorporated, if applicable.]</i>
<b>2 Reason for the notification</b>	
a) Position/status	<i>[For persons discharging managerial responsibilities: the position occupied within the issuer, emission allowances market participant/auction platform/auctioneer/auction monitor should be indicated, e.g. CEO, CFO.] [For persons closely associated, —An indication that the notification concerns a person closely associated with a person discharging managerial responsibilities; —Name and position of the relevant person discharging managerial responsibilities.]</i>
b) Initial notification/Amendment	<i>[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.]</i>
<b>3 Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor</b>	
a) Name	<i>[Full name of the entity.]</i>
b) LEI	<i>[Legal Entity Identifier code in accordance with ISO 17442 LEI code.]</i>
<b>4 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</b>	
a) Description of the financial instrument, type of instrument Identification code	<i>[—Indication as to the nature of the instrument: —a 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.]</i>
b) Nature of the transaction	<i>[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 under Article 19(14) of Regulation (EU) No 596/2014 or a specific example set out in Article 19(7) of</i>

		<p><i>Regulation (EU) No 596/2014.</i></p> <p><i>Pursuant to Article 19(6)(e) of Regulation (EU) No 596/2014, it shall be indicated whether the transaction is linked to the exercise of a share option programme.]</i></p>	
c)	Price(s) and volume(s)	<b>Price(s)</b>	<b>Volume(s)</b>
		<p><i>[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.</i></p> <p><i>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 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.]</i></p>	
d)	<p>Aggregated information</p> <p>— Aggregated volume</p> <p>— Price</p>	<p><i>[The volumes of multiple transactions are aggregated when these transactions:</i></p> <ul style="list-style-type: none"> <li><i>— relate to the same financial instrument or emission allowance;</i></li> <li><i>— are of the same nature;</i></li> <li><i>— are executed on the same day; and</i></li> <li><i>— are executed on the same place of transaction.</i></li> </ul> <p><i>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.]</i></p> <p><i>[Price information:</i></p> <ul style="list-style-type: none"> <li><i>— In case of a single transaction, the price of the single transaction;</i></li> <li><i>— In case the volumes of multiple transactions are aggregated: the weighted average price of the aggregated transactions.</i></li> </ul> <p><i>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.]</i></p>	
e)	Date of the transaction	<p><i>[Date of the particular day of execution of the notified transaction.</i></p> <p><i>Using the ISO 8601 date format: YYYY-MM-DD; UTC time.]</i></p>	
f)	Place of the transaction	<p><i>[Name and code to identify the MiFID trading venue, the systematic internaliser or the organised trading platform outside of the Union where</i></p>	

	<i>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, or if the transaction was not executed on any of the above mentioned venues, please mention 'outside a trading venue'.]</i>
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[\(1\)](#) Commission Delegated Regulation (EU) 2016/522 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 closed periods and types of notifiable managers' transactions (see page 1 of this Official Journal).

### ATTACHMENT 3. Data Protection Information

Pursuant to Article 13 of Italian Legislative Decree 196/2003 “Code on the protection of personal data”, SAES Getters S.p.A (the “Company”) with headquarters in Italia, 77, Lainate (Milan), Italy, in its capacity as Data Controller, is required to inform you on the use of your personal data and on your rights attached thereto as provided by Law.

The personal data subject to processing (e.g. personal details, fiscal data, information relative to financial instruments) shall be used exclusively for purposes connected to the obligations of law, regulation or Community regulations, and to comply with any request submitted by the competent authorities.

The conferring of personal data in relation to the indicated purposes is compulsory for the purpose of discharging the obligations of law, regulation, Community regulations, and is necessary as it is connected and instrumental to the creation, continuation, and proper management of your relationship with the company. Therefore, declining to provide data may make it impossible to create such relationship with the Company.

As regards to such purposes, your personal data shall be processed using manual and automated instruments suitable to ensure their safety and confidentiality, and strictly connected to said purposes.

We also inform you that your personal data in relation to the above purposes may be communicated exclusively to banks and credit institutes, service companies, consultants, professionals and competent authorities for the purpose of discharging any legal obligation. The data you provided will be communicated (through communication to the market, for example by entering the information provided, including in summary form, in the financial statements, in half-yearly and quarterly reports) within the limits provided by law. Furthermore, said data shall be known by employees and third parties expressly appointed by the Data Controller, Data Processors, and Persons in Charge of the Processing.

We also inform you that you will be able to exercise all the rights under Article 7 of Legislative Decree 196/2003 such as, for example, the right to access, update, correct or make additions, cancel and challenge for lawful reasons, by writing to [privacy@saes-group.com](mailto:privacy@saes-group.com), or contacting the Legal Affairs Office of SAES Getters S.p.A., viale Italia 77, Lainate (MI), where the Processing Manager is domiciled for the purposes of his capacity as Data Processor (in the person of the *Administration Manager*).