

ANNEX 1

STRICTLY PRIVATE AND CONFIDENTIAL

To: Consulting Automotive Aerospace Railway SPA.

Attn: Francesco Ellena.

Re: Confidentiality agreement concerning the case of: **enter the description of the transaction** ("Transaction")

To Whom It May Concern, The undersigned  
\_\_\_\_\_, born in \_\_\_\_\_  
on \_\_\_\_\_ tax code \_\_\_\_\_, resident and/or  
domiciled in \_\_\_\_\_,  
with reference to the conversations transpired on the Transaction and to your request of  
engagement/supply of services, by you, also on behalf of the Significant Subjects (as specified  
hereunder), I declare to undertake a precise commitment of confidentiality with your Company.

I declare that I am aware and informed of the fact that following my involvement in the  
Transaction, data and information in written, electronic and oral form regarding the following may  
be supplied and or communicated to me:

- ▶ the Transaction, including its existence,
- ▶ Consulting Automotive Aerospace Railway SPA ("Company") and/or its subsidiaries or  
associates (as such meaning those on which the Company exerts considerable influence), and
- ▶ the subjects that directly or indirectly invest in the share capital of the Company  
(as a whole, "Confidential Information").

I herewith undertake to consider the Confidential Information strictly private and confidential and  
to not disclose and/or reveal the Confidential Information, unless with the prior written consent  
of the Company, to persons other than:

- directors, executives or employees of the undersigned or of affiliated companies (or parent  
companies and subsidiaries, also indirect, of the undersigned and/or of the same parent company,  
jointly called "Affiliates",
- lawyers or other consultants or collaborators of the undersigned or by Affiliates appointed with  
your written consent,
- partners, associates, consultants, employees, assistants or collaborators operating at or for the  
undersigned firm and/or professional association,

who are directly involved in the Transaction and have need to be acquainted with the Confidential Information.

I also under take to use the Confidential Information only for the purposes of the Transaction and to not use said information in any way that may cause harm to the Company, its subsidiaries or associates and to the subjects that directly or indirectly invest in the share capital of the Company. I declare that the undersigned has an internal control system fully suited to protecting the Confidential Information in compliance with the provisions of this agreement.

I also undertake to ensure that each of the subjects specified above (jointly the "Significant Subjects") is previously duly informed of the confidentiality obligations and duties deriving from application of Italian Legislative Decree 58 of 24 February 1998 as amended, and of the relevant prescribed implementation legislation (as a whole, the "T.U.F.") and to also ensure that each of the above persons complies with the provisions of this agreements, assuming responsibility myself pursuant to Art. 1381 of the Italian Civil Code, for each infringement hereof committed by the above Significant Subjects.

The information provided will not be considered Confidential Information if:

- it is or becomes public domain, except for the case in which this is a consequence of an unauthorised disclosure and/or communication made by us or by one of the Significant Subjects;
- it is or is made available to the undersigned (or to Affiliates) by third parties regarding the Company and its group, provided that said third parties have not infringed a known obligation of confidentiality undertaken with the Company or other subjects belonging to its group;
- it has been autonomously drawn up by the undersigned (or by Affiliates) without making use of, in any way and in any form, or reference to Confidential Information.

Departing from what is stated above, the subjects bound by this agreement will not be required to fulfil the obligations undertaken here if the Confidential Information must be revealed or communicated by law, regulations or by order of authorities that cannot be refused. It therefore remains understood that in said situations I undertake to promptly inform you, in writing, of said orders or obligations and to consult with your company in advance regarding the advisability of adopting initiatives aimed at opposing or limiting the range of these requests.

If the disclosure and/or communication is actually due, I undertake to cooperate with you, also if the need to delay the communication pursuant to Art. 114, paragraph 3 of the T.U.F. should arise, in order to obtain all actions or other measures necessary or helpful for ensuring a treatment.

I undertake to treat the Confidential Information in observance of the applicable privacy protection regulations. I also undertake - also considering the fact that some of the Confidential Information

is susceptible to becoming inside information pursuant to the T.U.F. - to unfaithfully observe the regulations contained in the T.U.F. and I particularly declare that I:

- (a) acknowledge the duties deriving from application of the T.U.F.;
- (b) am aware of the possible penalties provided by the aforesaid T.U.F., also in the case of inside information abuse or market abuse.

I also declare that I am aware that you may consider it necessary to enter the undersigned in the register of persons having access to inside information set up at your company and kept pursuant to the T.U.F. and, as a result, I undertake to promptly notify you in writing of the names of the Significant Subjects who have access to the Confidential Information and the names of those who no longer have access to said information; the undersigned shall also notify the names of those who will access your offices.

I am also aware of and acknowledge the fact that the infringement or failure to comply with the confidentiality obligations undertaken with this agreement might cause serious and irreparable damage to the Company, its subsidiaries or associates that directly or indirectly invest in its share capital, as well as the respective directors. As a result, I agree and accept that, without prejudice to the further remedies, also preventive in nature, provided by the law, the Company:

- (1) may request termination of any other agreements or contracts that exist with the undersigned, and
- (2) shall not enter into new agreements and contracts with the undersigned for a period of at least 3 years in the case infringement of the obligations set out in this agreement by any one of the subjects under its legal obligation is ascertained and, however, in the case administrative or criminal penalties pursuant to the T.U.F. are imposed on any one of the aforesaid subjects. The period stated in point 2) above shall commence, respectively, from the date the infringement is ascertained or from the date the Company becomes aware of application of one of the aforesaid penalties.

I declare to be aware that the Confidential Information is, and shall remain, the property of the Company and/or of its Affiliates. Upon the request of the Company, I shall be obliged to: - immediately return to the Company all the documents containing the Confidential Information and all of their copies or excerpts, and to destroy all copies of the Confidential Information in electronic format; - give confirmation of the destruction in writing as soon as it has taken place. If explicitly required by law, and however without prejudice to observance of the obligations contained herein, I may keep a copy of the Confidential Information on file provided that prior notification in writing of said filing is provided in advance.

The commitments under this agreement shall be effective starting from today's date and shall remain in effect for 3 years from completion of the Transaction or from its final interruption.

This agreement shall be regulated and interpreted pursuant to Italian law. The parties hereby agree that all disputes that should arise in connection with its interpretation or execution shall be under the sole jurisdiction of the Court of Turin.

With kind regards,

Date and place \_\_\_\_\_

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[signature of consultant or counterparty]

**ANNEX 2**

**Template of notification to subjects having access to the Inside Information**

To: Mr

Delivered by hand

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Register of persons having access to inside information concerning the company Consulting Automotive Aerospace Railway Spa and the CAAR Group** (hereinafter jointly and/or separately CAAR SPA).

With reference to the Register of persons having access to inside information concerning CAAR SPA ("Register"), set up by CAAR SPA pursuant to Art. 115-*bis* of Italian Legislative Decree 58/1998 ("TUF"), as implemented by Art. 152-*bis* et seq. of the Issuers' Regulations, approved by CONSOB with resolution no. 11971 of 14 May 1999, we wish to hereby inform you that your data, with the specifications listed hereunder, have been

**Entered <reason for the entry >**

Date of update: **<date\_register\_update>**

Surname: **<surname>**

Name: **<name>**

Date of birth: **<date\_birth>**

Tax code: **<tax\_code>**

Office/position/status: **<office>**

Entry date: **<date\_beginning\_register>**

Please be reminded that, pursuant to the law, no inside information may be disclosed to third parties without a justified work or professional reason and we ask to you report any justified reason for the consequent entry of the third party into the Register to the undersigned without delay.

Please also be reminded that legislation sanctions the abuse of inside information, namely the following conduct:

- 1) the purchase, sale or other transactions carried out, directly or indirectly, on your own behalf or on that of third parties, on financial instruments using inside information;
- 2) the disclosure to third parties of inside information outside the normal practise of work or professional activity;
- 3) the recommendation to others to carry out transactions on financial instruments on the basis of inside information.

The criminal and administrative penalties imposed on subjects that abuse inside information are established in Art. 184 and 187-bis of the TUF.

Please refer to the website CAAR SPA (<http://www.caar-to.it>) for a more thorough explanation of the regulatory framework of reference and for information on the processing of personal data pursuant to Italian Legislative Decree 196/2003.

## **PERSONAL DATA PROTECTION CODE**

### *Art. 7*

*(Right to access personal data and other rights)*

1. *The interested party has the right to obtain confirmation of whether or not personal data regarding them exist, even if not yet recorded, and their communication in intelligible form.*
2. *The interested party has the right to obtain information on:*
  - a) *the origin of the personal data;*
  - b) *the aims and methods of processing;*
  - c) *the logic applied if processing is carried out with the aid of electronic devices;*
  - d) *the identification details of the data controller, processors and designated representative pursuant to Art. 5, paragraph 2;*
  - e) *the subjects and categories of subjects to whom the personal data may be disclosed or that may become aware of them in their capacity of designated representative in the territory of the State, of processors or officers.*
3. *The interested party has the right to obtain:*
  - a) *the update, correction or, when interested, supplement of the data;*
  - b) *the deletion, transformation into anonymous form or blockage of the data process in violation of the law, including those unnecessary to store in connection with the purposes for which the data were collected or afterwards processed;*
  - c) *the statement that the operations under letters a) and b) have been brought to the knowledge, also with regard to their content, of those to whom the data have been disclosed or circulated, except the case in which said fulfilment proves impossible or entails the use of means clearly disproportionate to the protected right.*
4. *The interested party has the right to totally or partly object:*
  - a) *to the processing of personal data regarding them, although pertinent to the purpose for the collection, for legitimate reasons;*
  - b) *to the processing of personal data regarding them for purposes of sending advertising or direct sales material or to carry out market research or commercial communication*

Turin, [indicate date]

Signature of the Person in Charge of Keeping the Register and company stamp

By way of receipt

Date and signature of the recipient of this notification

ANNEX 3

Template of notification that data have been entered in the Register

To: Mr

Delivered by hand

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re: Update of data entered in the Register**

In compliance with the provisions contained in Art. 18 of (EU) Regulation no. 596/2014, further applicable European Community and Italian legislative provisions such as Italian Legislative Decree 58 of 24 February 1998 and the Issuers' Regulations adopted by Consob with Resolution no. 11971 of 14 May 1999 as amended, and relevant Consob communications on the subject, as well as the procedure ("Procedure") of Consulting Automotive Aerospace Railway SPA and CAAR SPA Group - in abbreviated form jointly and/or separately CAAR SPA - regarding the keeping and updating of the register of persons who have access to Inside Information, as defined in the Procedure ("Register"),

I inform you,

**in case of modification** in my capacity of Person in Charge of Keeping and Updating said Register, that on the date of [indicate date] we updated your personal data that undergo processing [indicate which data, choosing from: surname, name, tax code, company, reason for entry in the Register, etc.] for the following reason: [indicate reason].

**in case of deletion** in my capacity of Person in Charge of Keeping and Updating said Register, that on the date of [indicate date] we deleted [indicate which data were deleted, e.g. surname, name, tax code, company, reason for entry in the Register, etc.] for the following reason: [indicate reason].

Turin, [indicate date]

Signature of the Person in Charge of Keeping the Register and company stamp

By way of receipt

Date and signature of the recipient of this notification