

To: **Brembo S.p.A.**
c/o Computershare S.p.A.
Via Lorenzo Mascheroni 19
20145 Milan
by means of registered letter
(or via certified electronic e-mail address to:
operations@pecserviziotitoli.it)

(to be sent within and no later than August 19th, 2023)

Re: Statement of exercise of the right of withdrawal pursuant to Article 2437 *et seq.* of the Italian Civil Code (the “**Statement**”)

The undersigned _____
born on _____ in _____ tax code _____
resident at _____ in _____
telephone no. _____ e-mail address _____

or, in case of legal entity

The undersigned _____
born on _____ in _____ tax code _____
as legal representative of the company _____
with registered office in _____ (____), at _____
tax code / VAT code _____, registered with the Companies’ Register of _____
under no. _____

acknowledged that

- by means of resolution of the extraordinary Shareholders’ Meeting of Brembo S.p.A. (“**Brembo**”), held on July 27th, 2023 (the “**Shareholders’ Meeting**”), enrolled with the Companies’ Register of Bergamo on August 4th, 2023, the cross-border conversion of Brembo S.p.A. from Italy to the Netherlands has been approved resulting in (i) the adoption of the legal form of a public company with limited liability (naamloze vennootschap) governed by the laws of the Netherlands and the adoption of the name “Brembo N.V.”; and (ii) the transfer of the registered office to Amsterdam (the Netherlands), as well as inherent and consequent resolutions;
- Brembo shareholders who did not concur to the approval of such resolution (namely, the shareholders who did not attend the Shareholders’ Meeting or who voted against the resolution proposal or who abstained from voting) are entitled to exercise the right of withdrawal pursuant to article 2437, paragraph 1, of the Italian Civil Code (the “**Right of Withdrawal**”);

declares to:

- **exercise the Right of Withdrawal** for no. _____ Brembo shares (the “**Shares**”), deposited with: _____ (the “**Intermediary**”);
- be aware that the liquidation value of the Shares is equal to **Euro 13.096** per each withdrawn Share;
- have **not**: *(tick the appropriate box)*
 - attended the Shareholders’ Meeting;
 - concurred with the approval of the resolution to the cross-border conversion of Brembo S.p.A. from Italy to the Netherlands, resulting in (i) the adoption of the legal form of a public company with limited liability (naamloze vennootschap) governed by the laws of the Netherlands and the adoption of the name “Brembo N.V.” purpose although having attended the Shareholders’

Meeting as well as inherent and consequent resolutions (and, therefore, to have voted against the resolution proposal or to have abstained from voting);

- have requested the aforementioned Intermediary, with whom the withdrawn Shares are deposited, to issue to Brembo the communication (the “**Intermediary’s Communication**”) certifying:
 - (i) the continuous ownership of the withdrawn Shares prior to the opening of the Shareholders’ Meeting (July 27th, 2023, at 09:00 a.m.) and up to the issuance of the Communication; and
 - (ii) the absence of any pledge or any other encumbrance on the withdrawn Shares (*);

and asks

that Brembo, subject to verification of the legitimacy and validity of this Statement and upon receipt of the Intermediary’s Communication, settles the withdrawn Shares, in accordance with Article 2437-*quater* of the Italian Civil Code, crediting the related amount to her/his current account held with the Intermediary, pursuant to the terms and conditions provided for by the applicable law, the documentation made available and the resolutions of the Shareholders’ Meeting.

Declares furthermore to be aware that:

- (1) in accordance with Article 2437-*bis* of the Italian Civil Code and the applicable regulations *pro tempore* in force, the issuance of the Intermediary’s Communication is along with a limitation of the free transfer of the withdrawn Shares by the Intermediary, and entails, therefore, the unavailability of such Shares until the outcome of the liquidation procedure;
- (2) the undersigned is responsible for: (i) ensuring the completeness and accuracy of the information provided for in this Statement; and (ii) ensuring that the Intermediary issues the Intermediary’s Communication to Brembo within the applicable deadline;
- (3) the Statement sent beyond the abovementioned deadline (that is, August 19th, 2023), or which is not compliant with the required modalities, or lacking the necessary information, or not accompanied by the Intermediary’s Communication within the applicable deadline, will not be taken into account and the Right of Withdrawal will not be deemed validly exercised.

Kind regards.

Date _____

Signature _____

(* If the withdrawn Shares are subject to any pledge or any other encumbrance in favor of third parties, the shareholder who exercises the Right of Withdrawal shall also attach to this Statement a statement of the pledgee (or of the person in favor of whom the burden is granted), through which such person provides its irrevocable and unconditional consent to the release of the Shares from the pledge and/or any other encumbrance, as well as to the related liquidation in accordance with the instructions of the shareholder who exercises the Right of Withdrawal.

