

EUROTECH S.P.A. – WITHDRAWAL DECLARATION

Registered Letter or, alternatively, Certified Email
(PEC) to eurotechgroup@legalmail.it (to be sent
no later than 4th November 2025)

To the attention of Eurotech S.p.A.
Via Fratelli Solari 3/A – 33020 Amaro (UD)
Ref.: WITHDRAWAL

Subject: Exercise of the right of withdrawal pursuant to Articles 2437-bis et seq. of the Italian Civil Code (the “Right of Withdrawal”).

FOR PERSONS¹

The undersigned _____, born in _____ on
_____, Tax Code _____, domiciled in
_____, ZIP code _____, in _____, telephone no.
_____, e-mail address _____

FOR LEGAL ENTITIES

The undersigned _____, in the capacity of legal representative of the company
_____, Tax Code/VAT no. _____, with registered office in
_____, ZIP code _____, in _____, telephone no.
_____, e-mail address _____, registered under no. _____
with the Companies’ Register of _____.

- having acknowledged that the Extraordinary Shareholders’ Meeting of Eurotech S.p.A. (“**Eurotech**” or the “**Company**”) held on 15 October 2025 (the “**Extraordinary Shareholders’ Meeting**”), registered with the Companies’ Register of Udine on 20th October 2025, approved the proposal to amend Article 5 of Eurotech’s by-laws, introducing a threshold of 40% of the share capital (or of the exercisable voting rights) for the purposes of the obligation to promote a mandatory takeover bid pursuant to Article 106 of Legislative Decree No. 58/1998, thereby giving rise to the right of the shareholders who did not concur in the relevant resolution to withdraw in respect of all or part of the ordinary shares held by them;
- having further acknowledged that the shareholders holding ordinary shares of Eurotech who did not attend the Extraordinary Shareholders’ Meeting or in any event did not vote in favour in the approval of such resolution (as voting against or abstaining) are entitled to exercise the Right of Withdrawal pursuant to Articles 2437 et seq. of the Italian Civil Code;

¹ To be completed also by the co-owner, in the event of co-ownership of the Shares, by expanding this form or by completing an additional form.

DECLARES

- that he/she/it is the owner of no. _____ ordinary shares² of Eurotech (the “**Shares**”), all free from pledges or other encumbrances in favor of third parties³, deposited with _____ (the “**Intermediary**”), account no. _____;
- that the Shares have been owned by the undersigned continuously from the date of the Extraordinary Shareholders’ Meeting that approved the amendment to Article 5 of the by-laws (i.e., 15 October 2025) until the date of sending this withdrawal declaration (as defined below) and that, subsequent to such date, they will not be subject to transfer as they are “unavailable” until the conclusion of the withdrawal procedure;
- that he/she/it did not: (*tick the relevant box*)
 - ☐ attend the Extraordinary Shareholders’ Meeting;
 - ☐ concur in the approval of the amendment to Article 5 of the by-laws, despite having attended the Extraordinary Shareholders’ Meeting (and, therefore, voted against the proposed resolution or abstained);
- that he/she/it is aware that the liquidation value has been determined at Euro 0.847 for each Eurotech Share subject to withdrawal, calculated in accordance with Article 2437-ter, paragraph 3, of the Italian Civil Code, by reference to the arithmetic average of the closing prices in the six months preceding the date of publication of the notice convening the Extraordinary Shareholders’ Meeting, and that such amount will be paid upon completion of the liquidation procedure provided for by applicable law;
- that he/she/it has requested — or will request within the deadline for the exercise of the Right of Withdrawal — the above Intermediary to send to the Company the notice (the “**Intermediary’s Notice**”) pursuant to Article 43 of the Joint Regulation on post-trading by Consob and the Bank of Italy of 13 August 2018, as subsequently amended (the “**Joint Regulation**”), certifying: (i) the continuous ownership, by the withdrawing shareholder, of the Eurotech Shares in respect of which the Right of Withdrawal is exercised from before the opening of the Extraordinary Shareholders’ Meeting that approved the proposed amendment to Article 5 of the by-laws (i.e., 15 October 2025) through the date of issuance of the Intermediary’s Notice (inclusive); and (ii) the absence of any pledge or other encumbrance on the Eurotech Shares in respect of which the Right of Withdrawal is exercised⁴.

REQUESTS

that the Company, subject to verifying the regularity of this withdrawal declaration (the “**Withdrawal Declaration**”) and receipt of the Intermediary’s Notice, proceed with the liquidation of the Shares and the

² Specify the number of Shares in respect of which the Right of Withdrawal is intended to be exercised.

³ Where the Shares are subject to a pledge or other encumbrance in favor of third parties, the withdrawing shareholder shall procure the specific consent of the pledgee, or of the person in whose favor another encumbrance is established, to carry out the liquidation of the Shares and the payment consequent to the withdrawal in accordance with the instructions of the withdrawing shareholder.

⁴ Failing which, see note 3 above.

payment of the related liquidation value upon completion of the liquidation procedure, as provided by Article 2437-ter of the Italian Civil Code, crediting the relevant amount to his/her/its current account with the _____ Intermediary _____
IBAN _____.

FURTHER DECLARES TO BE AWARE AND TO ACCEPT THAT

- 1) this Withdrawal Declaration must be sent – otherwise it will be inadmissible – to the registered office of Eurotech by registered letter or, alternatively, by certified email (PEC), no later than 4th November 2025 (inclusive). For purposes of the regular submission of the notice, the postmark date or the delivery receipt date of the PEC shall be conclusive. Withdrawal Declarations sent after the above deadline, or lacking the necessary information, or not accompanied in due time by the related Intermediary's Notice, will not be taken into consideration;
- 2) it is the undersigned's responsibility to ensure the accuracy of the information contained in the Withdrawal Declaration and to ensure that the Intermediary transmits the Intermediary's Notice to the Company;
- 3) Eurotech assumes no responsibility with respect to the foregoing points;
- 4) in accordance with Article 2437-bis of the Italian Civil Code and the applicable regulatory provisions, issuance of the Intermediary's Notice is accompanied by the blocking of the Shares by the Intermediary until the outcome of the liquidation procedure;
- 5) the effectiveness of the exercise of the Right of Withdrawal and the liquidation of the Shares subject to withdrawal are conditional upon the completion of the amendment to Article 5 of the by-laws. The effectiveness of the resolution amending by-laws — and, consequently, of any Right of Withdrawal exercised — is subject to the condition that the total amount of cash potentially payable by the Company, pursuant to Article 2437-quater of the Italian Civil Code, to shareholders who have exercised the right of withdrawal does not, in the aggregate, exceed Euro 600,000.00 (six hundred thousand/00). Such condition may, in any event, be waived by the Company;
- 6) pursuant to EU Regulation No. 2016/679 and Legislative Decree No. 196/2003, the personal data indicated in this request may be processed, including by means of electronic and telematic procedures, for purposes directly connected and instrumental to the exercise of the right of withdrawal.

Kind regards.

Place and date _____

Signature _____