CODE OF CONDUCT

in relation to

INTERNAL DEALING

Entry into force - 23rd September 2026

C2 - Confidential

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1. PREMISE

This Code of Conduct (the "Code"), approved by the Board of Directors at its meeting of 24 March 2006 and subsequently amended on 1 August 2006, 23 May 2007, 17 December 2014, 15 June 2016, 14 July 2016, 21 February 2018, 26 September 2018, 11 March 2020, 1 September 2020, 25 March 2021, 27 May 2024 and lastly 23 September 2026, governs the issue of internal dealing, with specific reference to Webuild S.p.A. ("**Webuild**" or the "**Issuer**").

The Code was written in accordance with the provisions of: *(i)* article 19 of Regulation no. 596/2014 of the European Parliament and Council of 16 April 2014 (hereinafter, the "**MAR Regulation**"), *(ii)* European Commission Delegated Regulation no. 2016/522 of 17 December 2015 (hereinafter, "**Delegated Regulation 522**"), *(iii)* European Commission Delegated Regulation no. 2016/523 of 10 March 2016 ("**Delegated Regulation 523**"), *(iv)* Regulation EU 2024/2809, *(v)* Legislative Decree no. 58 of 24 February 1998 (the "**TUF**") and the Regulation approved by means of CONSOB resolution no. 11971 of 14 May 1999 (the "**Issuer Regulation**") and *(vi)* further regulation applicable at the time.

The purpose of the Code is to govern, with binding effect, the disclosure requirements that the "**Relevant Parties**" and the "**Closely Related Persons**" of the Relevant Parties (as identified in articles 2.1 and 2.2 below) are required to comply with in respect of the Issuer in relation to "**Significant Transactions**", "**Shares**" "**Debt Instruments**", "**Derivatives**", and/or "**Related Instruments**" (as identified in article 2.3 below), as well as the requirements of the Relevant Party and Webuild in respect of CONSOB and the market concerning the above-mentioned Significant Transactions.

The provisions of this Code are mandatory and, therefore, binding for all recipients, including the Relevant Parties who have not returned to the "**Appointed Party**" (as identified in article 4 below) the communication that they have read and accepted it, as set out in article 8 below.

The provisions of this Code do not exonerate the Relevant Parties from the obligation to comply with other internal legislative or regulatory standards, applicable at the time. Therefore, awareness of the contents of this Code cannot be considered as a substitute for full knowledge of the relevant rules applicable thereto, to which reference should be made.

2. DEFINITIONS

2.1 RELEVANT PARTIES

For the purpose of this Code, "**Relevant Parties**" shall be understood as:

a) members of the management and control bodies of Webuild;
b) persons performing management tasks within Webuild and managers with regular access to Inside Information and who have the power to make management decisions affecting the future development prospects of Webuild.

For the purpose of all of the above and in compliance with the applicable rules on the date of this Code, with regard to Webuild, the following shall be considered Relevant Parties:

- members of the Board of Directors of Webuild;
- the standing Statutory Auditors of Webuild;
- the Manager responsible for preparing the company accounts of Webuild;
- the General Managers of Webuild

- further Key Management Personnel.

The Board of Directors of Webuild may identify other Relevant Parties, in addition to those set out in this article 2.1, in relation to the activity they perform or to the mandate given thereto, subsequently providing instructions to the Appointed Party (as identified in article 4 below), in order to update the list of the names of Relevant Parties.

2.2 CLOSELY RELATED PERSONS

For the purposes of this Code, "**Closely Related Persons**" of Relevant Parties, as the case may be, are:

a) the spouse of a Relevant Party or a partner considered to be equivalent to a spouse in accordance with national law;
b) dependent child, of a Relevant Party in accordance with national law;
c) relatives of the Relevant Parties who has shared the same household for at least one year on the date out of the transaction concerned (collectively "**Relevant Relatives**");
d) the corporate entities, partnerships and trusts (i) the managerial responsibilities of which are discharged by a Relevant Party or by one of their Relevant Relatives or (ii) which are directly or indirectly controlled by a Relevant Party or one of their Relevant Relatives; or (iii) which is set up for the benefit of a Relevant Party or a Relevant Relative or (iv) the economic interests of which are substantially equivalent to the interests of a Relevant Party or one of their Relevant Relatives.

2.3 OTHER DEFINITIONS

For the purposes of this Code;
"**Shares**" are ordinary and saving shares of Webuild;
"**Derivatives**" are derivative financial instruments with the financial instruments of Webuild as underlyings;
"**Inside Information**" is the inside information set out in the article 7 of the MAR Regulation, directly concerning Webuild;
"**Significant Transactions**" are all transactions conducted on behalf of Relevant Parties and/or their Closely Related Persons concerning Shares, Debt Instruments, Derivatives or other Related Instruments, as set out in **Appendix 1** of this Code;
"**Related Instruments**" are financial instruments as set out in article 3, paragraph 2, letter B) of the MAR Regulation, concerning Shares, Debt Instruments or Derivatives, depending on the case[1];
"**Debt Instruments**" are bonds and other debt instruments issued from time to time by Webuild.

3. CONDUCT AND DISCLOSURE OBLIGATIONS OF RELEVANT PARTIES

3.1 DISCLOSURE OBLIGATIONS OF RELEVANT PARTIES

A. Relevant Parties shall inform Webuild and CONSOB (in this last case, in person or through Webuild) **within three working days** starting from the date of execution, of the Significant Transactions performed on their behalf and/or on behalf of Closely Related Persons, concerning Shares, Debt Instruments, Derivatives or Related Instruments (it being understood that "execution" shall hereafter refer to the date of conclusion of the Significant Transaction, e.g. through sending a purchase/sales order, even if settlement occurs later).

[1] As of the date of entry into force of this Code, article 3, paragraph 2, letter B) of the MAR Regulation defines "Relevant Instruments" as: "*the financial instruments specified below, including financial instruments that are not admitted for trading or traded on an exchange, or for which admission to trading on an exchange has not been requested: (i) agreements or rights to subscribe, acquire or dispose of securities; (ii) financial derivatives on securities; (iii) when the securities are convertible or exchangeable debt instruments, securities which the debt instruments may be converted into or exchanged; (iv) instruments issued or guaranteed by the issuer or by the grantor of securities and whose market price may considerably affect the value of the securities or vice versa; (v) when securities are equivalent to shares, the shares represented by those securities as well as all the other securities equivalent to those shares […]".*

B. Without prejudice to the provisions of letter A of article 3.1 above, when Relevant Parties wish to use Webuild to inform to CONSOB of any Significant Transaction, they must, without delay and in any case **within 1 working day** from the date of the last Significant Transaction, inform the Appointed Party, specifying in the cover letter of the required communication that set out in letter C of article 3.1 below, or following the procedures set out under letter D of article 3.1., that they intend to ask Webuild to inform CONSOB of the Significant Transaction on their behalf, in compliance with article 5.1 of this Code below.

C. Each Relevant Party communicates to the Appointed Party the Significant Transactions conducted as follows:

– by e-mail to the Appointed Party, as well as to corporateaffairs@webuildgroup.com, subject to prior notice by telephone to the Appointed Party, on 02/44422206;

- via a form in compliance with the "Filing Model" set out in Appendix 2 to this Code, duly completed and signed. Forms are available from the Appointed Party, as well as on the Issuer's website, as appendices to this Code ("Governance/Internal Dealing" and "Governance / Documents" sections). Communications to CONSOB shall be made by Relevant Parties, or by the Issuer on behalf of the Relevant Parties, as in the case set out under letter B of this article 3.1, by sending to CONSOB the same form provided under Appendix 2 of this Code, following the procedures laid down in the laws and regulations in force.

Communications that do not include all the necessary data for notifications to CONSOB shall be considered as not received.

D. The Appointed Party shall provide instant confirmation to the Relevant Parties, via e-mail, of receipt of the communication.

E. To request clarifications, call 02/44422206 or any number that may be provided at a later date in writing by the Appointed Party.

3.2 EXCLUSIONS

Transactions whose total amount is below Euro 50.000,00 (fifty thousand) by 31 December of each calendar year, or a different amount provided for by the applicable law, are not subject to the disclosure requirements of this Code.

3.3 DISCLOSURE REQUIREMENTS IN RESPECT OF CLOSELY RELATED PERSONS

In compliance with provisions of article 19, paragraph 5, of the MAR Regulation, each Relevant Party shall notify Closely Related Persons of their obligations in accordance with article 19 of the MAR Regulation and keep a copy of this notification.

4. "APPOINTED PARTY" FOR THE RECEIPT, MANAGEMENT AND RELEASING TO THE MARKET OF INFORMATION

The VP Corporate Affairs of Webuild is the Appointed Party for the receipt, management and releasing to the market of information concerning Significant Transactions communicated by Relevant Parties.

The Appointed Party is tasked with monitoring the application of the Code, submitting any amendments or additions to the Board of Directors.

The Appointed Party also notifies the Board of Auditors, the Board of Directors and the Supervisory Body of any breaches of the provisions of this Code, which he/she observes or becomes aware of during the performance of his/her duties.

A copy of a regularly updated version of the Code shall be on file with the Appointed Party, and will be available to all Relevant Parties.

5. DISCLOSURE REQUIREMENTS OF WEBUILD TO CONSOB AND THE MARKET

5.1 COMMUNICATION TO CONSOB

Upon request by the Relevant Parties, when they declare, as set out under article 3.1 above, that they do not intend to issue the communication personally, Webuild, via the Appointed Party, will inform CONSOB of the Significant Transaction as set out under article 3.1 performed by the Relevant Parties – or Closely Related Persons thereto, **at the latest within three working days from the date the Significant Transaction was conducted.**

5.2 COMMUNICATION TO THE MARKET

Webuild, via the Appointed Party, shall publish (following the procedures set out by the law in force) information received from the Relevant Parties **at the latest within two working days following receipt of the Filing Model** containing all the information required therein**,** and shall send this information to the authorised storage mechanism.

A copy of the communication issued to the market shall be later also published on the Issuer's website ("Governance/Internal Dealing" section), within the market opening time on the day after the release of the communication.

5.3 SUBSEQUENT CONFIRMATION TO THE RELEVANT PARTY

The Appointed Party shall confirm this communication to the Relevant Parties, as set out in articles 5.1 and 5.2 above, concerning the Significant Transactions communicated pursuant to article 3.1 of this Code.

5.4 EXEMPTION FROM LIABILITY

In any event, the Appointed Party is not responsible for non-fulfilment and/or late fulfilment of disclosure requirements in respect of CONSOB and/or the market borne by the Relevant Party and/or of Webuild, when said non-fulfilment or late fulfilment results from omitted, incomplete, incorrect or late communication provided by the Relevant Parties, in breach of their obligations pursuant to this Code and/or article 19 of the MAR Regulation.

6. BLACK OUT PERIOD

6.1 PROHIBITION ON OPERATION DURING BLACK-OUT PERIOD

The Relevant Parties and the Closely Related Persons connected to them cannot perform any Significant Transaction on their own behalf or on behalf of third parties, directly or indirectly, concerning Shares, Debt Instruments, Derivatives and/or Related Instruments within the 30 (thirty) calendar days preceding the communication to the market of the approval by the management body, of the draft annual financial statements, the half-year report or further periodic financial reports, whose publication is mandatory in compliance with the applicable law and regulations in force at the time (hereinafter the "**Black-Out Period**").

6.2 WAIVERS

Webuild may (but is not required to) allow a Relevant Party to trade on its behalf or on behalf of third parties during a Black-Out Period:

(i) based on a case-by-case assessment in exceptional conditions, such as serious financial difficulties that require the immediate sale of Shares; or

(ii) owing to the characteristics of the trade in the event of Significant Transactions performed at the same time or in relation to an employee shareholding plan or a savings programme, a warranty or rights to shares, or Significant Transactions in which the beneficial interest of the security in question is not subject to change.

Webuild allows a Relevant Party to trade on its own behalf or on behalf of third parties during a Black-Out Period with respect to transactions or trading activities that do not involve active investment decisions made by the Relevant Party itself, or that arise

exclusively from external factors or actions by third parties, or that constitute transactions or trading activities, including the exercise of rights conferred by derivative instruments, based on pre-established conditions.

The Relevant Party must send to the Webuild Board of Directors a reasoned request in writing, **at least 6 (six) calendar days** before the date scheduled for the execution of the Significant Transaction. This written request must include:

- in the cases set out in *sub* (i) of the first paragraph of article 6.2 above, the description of the Transaction and a sufficiently detailed explanation of the exceptional circumstances that make the immediate sale of Shares necessary; the reasons why the sale of Shares is the only reasonable way to obtain the funds needed and why this sale of Shares cannot be conducted at any other time than during the Black-Out Period; and
- in the cases set out in *sub* (ii) of the first paragraph of article 6.2 above, an indication of the number and type of the financial instruments concerned, as well as the reasons why the execution of a Significant Transaction during a Black-Out Period is necessary or appropriate.
- in the cases set out in the second paragraph of this article 6.2, a description of the Significant Transaction and an indication of its characteristics, as well as a reasonably detailed explanation of the reasons why the transaction or trading activity does not entail active investment decisions by the Relevant Party, or derives exclusively from external factors or actions by third parties, or it is carried out in execution of pre-established conditions, including, where applicable, the conditions, terms, and mechanisms governing its execution.

In assessing whether to allow a trade during a Black-Out Period, the Webuild Board of Directors must comply with the criteria and provisions of articles 8 and 9 of Delegated Regulation 522. The Relevant Party concerned shall fully cooperate and shall send to the Board of Directors as soon as possible, and in any case in good time, any document and additional information that the Board may reasonably request for the purposes of its assessment.

In the event that consent is not given for any reason, the Relevant Party asset out under article 2.1, letters a) and b) shall abstain, under their own responsibility, from conducting the transaction until the end of the Black-Out Period in question.

7. PENALTIES

Non-compliance with the obligations and prohibitions provided by this Code shall result in, in the event of repeat and unjustified breaches:

- for Webuild employees: the application of disciplinary penalties provided by the laws in force and the applicable collective contracts;
- for any other associates, the termination of the relationship, even without notice;
- for Directors and Statutory Auditors, the Board of Directors may propose at the next shareholders' meeting the revocation for just cause of the Director or Statutory Auditor in breach.

It is also specified that non-compliance by Relevant Parties and their Closely Related Persons with the provisions of applicable law on internal dealing and of this Code is subject to penalties as established by the laws in force at the time.

8. COMMUNICATION TO RELEVANT PARTIES AND ACCEPTANCE OF THE CODE

The Appointed Party shall send to Relevant Parties the communication set out in Appendix 3 of this Code, together with a copy of the Code itself.

On receipt of the Code, the Relevant Parties shall: *(a)* sign a declaration of acknowledgment and acceptance, prepared following the model provided in **Appendix 3**, also certifying their commitment to notify in writing their Closely Related Persons of the disclosure requirements regarding Significant Transactions, as well as to make their Closely Related Persons do whatever is necessary to allow proper fulfilment of said obligations – in accordance with article 1381 of the Civil Code; *(b)* promptly send – and in any case within 10 (ten) working days from the receipt of the copy of the Code – this declaration to the Appointed Party, through one of the means set out in article 3.1 of the Code.

The Appointed Party shall draw up and promptly update the list of names of the Relevant Parties and of their Closely Related Persons.

9. AMENDMENTS AND ADDITIONS

Amendments and additions to this Code, if substantial in nature, are referred to the Webuild Board of Directors.

The Chairman of the Board of Directors and the CEO of Webuild are authorised to make purely formal amendments that do not affect the content of the Code itself, and shall notify the Board of Directors of this at the next meeting.

The Appointed Party is tasked with monitoring over time that the Code continues to meet the requirements of effectiveness and functionality; for this purpose, it formulates proposals to amend the Code for the Board of Directors.

10. ENTRY INTO FORCE

This version of the Code shall enter into force on 23rd September 2026.

11. APPENDICES TO THE CODE AND DISTRIBUTION LIST OF THE CODE

This Code includes the following appendices:

- Appendix 1. Significant Transactions
- Appendix 2. Form to disclose information about Transactions on Financial Instruments – Facsimile
- Appendix 3. Diagram 1: Notification to be sent to Relevant Parties– Diagram 2: Declaration of Acknowledgment and Acceptance.

A copy of this Code is delivered, together with an extract of the relevant law, to the following parties:

- Relevant Parties;
- Appointed Party;
- Internal Auditor.

The Relevant Party must return the Acceptance Form, duly completed, dated and signed within the term provided by article 8 of this Code.
This Code is published on the Webuild website in the “Governance/Documents” and “Governance/Internal Dealing” sections.

Annex 1

Significant Transactions

Based on the provisions of article 10 of Delegated Regulation 522, Significant Transactions include:

(a) acquisition, disposal, short sale, subscription or exchange;
(b) acceptance or exercise of a stock option, including of a stock option granted to Relevant Parties or employees as part of their remuneration package, and the disposal of shares stemming from the exercise of a stock option;
(c) entering into or exercise of equity swaps;
(d) transactions in or related to derivatives, including cash-settled transaction;
(e) entering into a contract for difference on a financial instrument of the concerned issuer or on emission allowances or auction products based thereon;
(f) acquisition, disposal or exercise of rights, including put and call options, and warrants;
(g) subscription to a capital increase or debt instrument issuance;
(h) transactions in derivatives and financial instruments linked to a debt instrument of Webuild, including credit default swaps;
(i) conditional transactions upon the occurrence of the conditions and actual execution of the transactions;
(j) automatic or non-automatic conversion of a financial instrument into another financial instrument, including the exchange of convertible bonds to shares;
(k) gifts and donations made or received, and inheritance received;
(l) transactions executed by a third party under an individual portfolio or asset management mandate on behalf or for the benefit of a Relevant Party or a Closely Related Person;
(m) stock borrowing or lending agreements or of negotiable credit instruments of Webuild or derivatives or other related financial instruments.

In accordance with article 19, paragraph 7, of the MAR Regulation, Significant Transactions also include:

(n) the pledging or lending of financial instruments by or on behalf of a Relevant Party or a Closely Related Person, specifying that it is not necessary to notify an assignment for collateral of financial instruments, or any other similar warranty, in relation to the deposit of financial instruments in a custody account, unless and until this assignment or other similar warranty is intended to obtain a specific credit facility;
(o) transactions undertaken by persons professionally arranging or executing transactions, or any other on behalf of a Relevant Party or a Closely Related Person, including when discretion is exercised;
(p) transactions conducted under a life insurance policy, defined in accordance with Directive 2009/138/EC of the European Parliament and of the Council, where: *(i)* the policyholder is a Relevant Party or a Closely Related Person; *(ii)* the investment risk is borne by the policyholder; *(iii)* the policyholder has the power or discretion to make investment decisions in relation to specific instruments in this life insurance policy, or to execute transactions concerning specific instruments for this life insurance policy.

Annex 2

Form to communicate information on about Transactions on Financial Instruments –

Facsimile

DISCLOSURE FORM IN ACCORDANCE WITH ARTICLE 2 OF DELEGATED REGULATION 523

1	**Data concerning the person who performs administration, control or management functions/closely related persons**	
a)	Name	*[For natural persons: name and surname.]* *[For legal entities: full name, including the legal form as in the register in which it is entered, if applicable.]*
2	**Reason of Notification**	
a)	Position/Title	*[For persons performing administration, control or management functions: please indicate the position (e.g. Chief Executive Officer, Chief Financial Officer) held within the issuer, the participant of the emissions trading market, the auction platform, the auctioneer, the auction monitor.]* *[For Closely Related Persons,* - *indicate that the notification concerns a Closely Related Person of a person performing administration, control or management functions;* - *name and surname and position of the relevant person exercising administration, control or management functions.]*
b)	Initial notification/modification	*[Indicate if it is an initial notification or a modification of a previous notification. In the case of a modification, explain the mistake that this notification is intended to correct.]*
3	**Data concerning the issuer, the participant of the emissions trading market, the auction platform, the auctioneer or the auction monitor**	
a)	Name	*[Full name of the entity.]*
b)	LEI	*[ID code of the legal entity, in compliance with the LEI code as set out in ISO standard 17442.]*
4	**Data concerning the transaction: section to be repeated for i) each kind of instrument; ii) each kind of transaction; iii) each date; iv) each place in which the transactions have been conducted**	
a)	Description of the financial instrument, type of instrument Identification Code	*[Indicate the nature of the instrument:* *-a share, a Instrument of debt, a derivative or a financial instrument linked to a share or to an Instrument of debt;* *- an emission allowance, an auctioned product based on emission allowances or a derivative based on emission allowances.* *- Identification code of the instrument as defined in the Delegated Regulation of the European Commission supplementing (EU) Regulation no. 600/2014 of the European Parliament and of the Council as regards regulatory technical standards on reporting transactions to the competent authorities, adopted in compliance with article 26 of Regulation (EU) no. 600/2014.]*
b)	Nature of the transaction	*[Description of the type of transaction using, if necessary, types of transaction established by article 10 of the Delegated Regulation (EU) 2016/522 of the European Commission, adopted pursuant to article 19, paragraph 14, of Regulation (EU) no. 569/2014, or one of the specific examples set out in article 19, paragraph 7 of Regulation (EU) no. 596/2014.*

		In accordance with article 19, paragraph 6, letter e), of Regulation (EU) no. 596/2014, indicate whether the transaction is connected to the use of share option plans.]
c)	Price/s and volume/s	<table><tr><th>Price/s</th><th>Volume/s</th></tr><tr><td></td><td></td></tr></table> *[If several transactions of the same nature (purchase, sale, assumption or lending etc.) on the same financial instrument or the same emission allowance are performed on the same day and at the same venue, please indicate in this section the prices and volumes of those transactions in two columns as shown above, entering all the rows necessary.* *Use the standards related to price and quantity data, including, if necessary, the currency of the price and quantity, in accordance with the definition provided by the Delegated Regulation of the European Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council as regards regulatory technical standards on reporting transactions to the competent authorities, adopted in compliance with article 26 of Regulation (EU) no. 600/2014.]*
d)	Aggregate information -Aggregate volume -Price	*[Volumes of multiple transactions are aggregated when such transactions:* *-refer to the same financial instrument or to the same emission allowance;* *-are of the same nature;* *-are performed on the same day and* *-are performed at the same venue;* *Use the standards related to price and quantity data, including, if necessary, the currency of the quantity, in accordance with the definition provided by the Delegated Regulation of the European Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council as regards regulatory technical standards on reporting transactions to the competent authorities, adopted in compliance with article 26 of Regulation (EU) no. 600/2014.]* *[Information on prices:* *-in the case of only one transaction, the price of the individual transaction;* *-when the volumes of multiple transactions are aggregated, the average weighted price of the aggregated transactions.* *Use the standards related to price data, including, if necessary, the currency of the price, in accordance with the definition provided by the Delegated Regulation of the European Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council as regards regulatory technical standards on reporting transactions to the competent authorities, adopted in compliance with article 26 of Regulation (EU) no. 600/2014.]*
e)	Transaction date	*[Date of execution of the notified transaction.* *Please use the ISO standard 8601: YYYY-MM-DD; UTC time.]*
f)	Transaction venue	*[Name and identification code of the trading venue pursuant to MiFID, of the systematic internaliser or of the trading platform organised outside the European Union in which the transaction was conducted as defined by the Delegated Regulation of the European Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council as regards regulatory technical standards on reporting transactions to the competent authorities, adopted in compliance with article 26 of Regulation (EU) no. 600/2014, or* *if the transaction was not performed in one of the above-mentioned venues, enter "outside a trading venue".]*

Annex 3

Form 1 – Communication Draft to be sent to the Relevant Party

Dear _____

We are writing to inform you that your name has been entered, with effect from the date of this communication, in the list of Relevant Parties maintained in accordance with the Code of Conduct in relation to Internal Dealing of Webuild S.p.A, attached to this document (the "**Code**").

For operational aspects resulting from this registration, please refer to the contents of the Code and to the laws referred to therein. We remind you that the abuse of inside information and market rigging constitute offences subject to criminal and administrative penalties in accordance with the national law applicable at the time.

Please confirm receipt of the Code by returning the duly signed attached declaration of acknowledgment and acceptance by one of the means specified in article 3.1 of the Code.

Best regards,

[•] Date

The Appointed Party of Webuild S.p.A.

_____

Annex 3

Form 2 – Declaration of acknowledgment and acceptance

I, the undersigned _____ _____

Born in _____ on _____

Tax Code _____

Resident in _____

In my capacity as

_____

- acknowledge that I have been included in the list of "Relevant Parties" in accordance with the Code of Conduct in relation to Internal Dealing of Webuild S.p.A. (hereinafter, the "Code"); in particular, that I have been included in the list of Relevant Parties as set out under article 2.1;
- am aware of the moral commitment, as well of the legal obligation borne by me in accordance with the legislation in force (of which I have been provided with a copy) and with the Code;
- am aware of all the penalties in case of non-fulfilment of these obligations, both deriving from the Code and from the law in force that I declare I am aware of;
- am aware that Webuild is ready to conduct on my behalf or on behalf of the people concerned any mandatory communication to the Supervisory Body and to the market, within the limits and conditions set out by the Code (articles 5.1 and 5.2), subject to compliance with the terms of article 3.1 of the Code;

DECLARE

- that I have received a copy of the Code, and have read and accepted it;
- that I undertake to notify in writing Persons Closely Connected to me of their obligations in accordance with the law in force and the Code, and to keep a copy of it. In this respect, I provide the names of Persons Closely Related to me below (as they are defined in article 2.2 of the Code):

Surname and name / Corporate name(*)	**Place and date of birth / Address of registered office(*)**	**Tax Code**	**Nature of connection**

(*) for legal entities.

- that I undertake to do my utmost to ensure strict compliance with the provisions contained in the Code (as well as – in accordance with article 1381 of the Civil Code – to ensure that Persons Closely Related to me promptly fulfil any disclosure requirements set out by the laws in force and the Code) and forward such communication to:

  WEBUILD S.p.A.
  VP Corporate Affairs
  e-mail: corporateaffairs@webuildgroup.com

……
(signature)

Date ……