

INFORMATION DOCUMENT ON A TRANSACTION OF GREATER SIGNIFICANCE WITH A RELATED PARTY

ISSUANCE OF AN INDEPENDENT FIRST-DEMAND GUARANTEE IN FAVOUR OF GOLDEN-AGRI RESOURCES B.V. IN THE INTEREST OF THE INDIRECTLY-CONTROLLED COMPANY BIO ENERGIA GUARCINO S.R.L.

prepared pursuant to Article 5 and in accordance with the outline in Annex 4 of the Regulation approved by CONSOB with Resolution no. 17221 of 12 March 2010, as subsequently amended and supplemented, and pursuant to Article 6 of the "Related Party Transactions Procedure" adopted by the Board of Directors of Neodecortech S.p.A. with resolution of 28 June 2021.

14 November 2022



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DEFINITIONS

Below is a list of the main terms used in this document and their definitions. These terms and definitions, unless otherwise specified, have the meanings given below. Additional terms used in this document have the meanings given to them and indicated in the text.

BEG Bio Energia Guarcino S.r.l., indirectly controlled by

Neodecortech, with registered office in Guarcino (FR), via Madonna di Loreto 2, tax code, VAT number and registration number with the Frosinone Company Register no. 02454520608.

CDG Cartiere di Guarcino S.p.A., directly controlled by

Neodecortech, with registered office in Guarcino (FR), via Madonna di Loreto 2, tax code and registration number with the Frosinone Company Register no. 01956120131, VAT no. 0265752040.

RP CommitteeNeodecortech's Related Party Committee,

composed of only non-executive, unrelated and independent directors, with competence in related

party transactions under the RPT Procedure.

CONSOB The National Commission for Companies and the

Stock Exchange, with registered office in Rome,

Via G.B. Martini 3.

Supply Contracts The palm oil supply agreements to be concluded

between BEG and Golden-Agri following issuance of the Guarantee by Neodecortech and during

2023.

Signed Contracts The palm oil supply agreements that were

concluded between BEG and Golden-Agri during the final quarter of 2022, but which - at the Information Document Date - are still pending

performance.

Information Document Date The date of publication of the Information

Document (i.e. 14 November 2022).

Key Management Personnel Individuals who have the power and the

responsibility, directly or indirectly, for planning, directing, and controlling the activities of the Company, including the directors (executive and non-executive) and the Statutory Auditors of the

Company.



Information Document This information document, prepared pursuant to

Article 5 and in accordance with the outline in

Annex 4 of the RPT Regulation.

Guarantee The independent first-demand guarantee issued by

Neodecortech in favour of Golden-Agri and in the

interest of BEG.

Golden-Agri Resources B.V., a company under

Dutch law, with registered office in Driebergen-Rijsenburg, Princenhof Park 22, the Netherlands.

Group Collectively, Neodecortech, BEG and CDG.

Neodecortech or Company Neodecortech S.p.A., a company incorporated

under Italian law with shares listed on Euronext Milan - STAR Segment, with registered office in Filago (BG), Via Provinciale 2, tax code and VAT no. 02833670165 and registration number with the

Bergamo Company Register 00725270151.

RPT Procedure The "Related Party Transactions Procedure" adopted by

the Board of Directors of Neodecortech S.p.A. by

resolution of 28 June 2021.

Transaction Issuance by Neodecortech of the Guarantee to

cover BEG's obligations under the Supply Contracts and the Signed Contracts with Golden-

Agri.

Related Parties Parties defined as such by the international

accounting standards adopted in accordance with the procedure of Article 6 of Regulation (EC) no. 1606/2002 and in force at the Information Document Date, as referred to in Annex 2 to the

RPT Procedure.

RPT Regulation The regulation adopted by CONSOB with

Resolution no. 17221 of 12 March 2010, as

amended and supplemented.



FOREWORD

This Information Document has been prepared by Neodecortech pursuant to Article 5 and in accordance with the outline in Annex 4 of the RPT Regulation, and to Article 6 of the RPT Procedure, with regard to the issuance by Neodecortech of an independent first-demand guarantee in favour of Golden-Agri and in the interest of its indirect subsidiary BEG, to cover any defaults by the latter on its obligations under the palm oil supply contracts concluded with Golden-Agri.

Issuance of the Guarantee qualifies as a Related Party transaction under the Appendix to the RPT Regulation and Annex 2 to the RPT Procedure, as Neodecortech indirectly controls BEG. Additionally, the Transaction does not fall within the exempt Related Party transactions under Article 9 of the RPT Procedure, as there are significant interests of a number of Key Management Personnel of the Company.

The Transaction exceeds the significance threshold set forth in Article 1, first paragraph, letter (a), of Annex 3 to the RPT Regulation, as its value, i.e., the maximum amount of the Guarantee, is USD 16,000,000 (equal to € 15,505,378.43 based on the EUR/USD exchange rate at the Information Document Date) and represents a percentage of the market capitalization of Neodecortech at 30 September 2022 above the 5% threshold.

It should be noted that the Company qualifies as both a smaller company and a newly-listed company under Article 3, paragraph 1, letters f) and g) of the RPT Regulation. Therefore, Neodecortech took advantage of the exemption in Article 10, paragraph 1, of the RPT Regulation; as a result, without prejudice to the disclosure requirements in Article 5 of the RPT Regulation, the Company applied the procedural rules envisaged for Related Party transactions of lesser significance, in accordance with Article 7 of the RPT Regulation and Article 5 of the RPT Procedure, although the Transaction is a Related Party transaction of greater significance.

This Information Document was made publicly available, within the time limits and in the manner envisaged by applicable regulations, at the registered office of Neodecortech in Filago (BG), Via Provinciale 2, on the website of Neodecortech S.p.A. (nmm.neodecortech.it), and on the authorized storage mechanism "1info," at mmm.1info.it. on 14 November 2022, and made concurrently available to CONSOB.

The opinion issued by the RP Committee on 10 November 2022 (Annex 1) is attached to this Information Document.



1. NOTICES

1.1 Risks associated with potential conflicts of interest arising from the Transaction

The issuance of the Guarantee qualifies as a Related Party transaction, since Neodecortech holds a stake representing the entire share capital of CDG, which in turn holds a stake representing the entire share capital of BEG.

Mention should also be made that the Managing Director of Neodecortech, Massimo Giorgilli, is Chairman of the Board of Directors of BEG. Additionally, Mr. Cologni and Mr. Giorgilli, CEO and Managing Director of Neodecortech, respectively, benefit from a variable remuneration - envisaged in the policy on remuneration and compensation paid approved by the Shareholders' Meeting of the Company on 27 April 2022 - directly or indirectly conditional on the results achieved by the subsidiaries CDG and BEG, as Group companies.

The RP Committee: (i) was promptly informed of the Transaction; (ii) was also updated and involved in the preliminary stages of the Transaction by receiving an adequate flow of information to allow it to express a reasoned opinion on the Transaction; (iii) on 1 September 2022, resolved in favour of the issuance of the Guarantee; and (iv) on 10 November 2022, approved the reasoned favourable opinion attached to this Information Document under Annex 1.

Notwithstanding the above, taking account of the characteristics of the Transaction, Neodecortech deems that there are no particular risks associated with potential conflicts of interest other than those typically inherent in Related Party transactions, nor risks other than those typically inherent in transactions of a similar nature.



2. Information related to the transaction

2.1 Characteristics, procedures, terms and conditions of the transaction

On 7 November 2022, Neodecortech issued in favour of Golden-Agri, in the interest of BEG, the Guarantee intended to meet any defaults on BEG's payment obligations towards Golden-Agri arising from, respectively:

- (i) the Supply Contracts; and
- (ii) the Signed Contracts.

Specifically BEG estimates that by December 2023 it will sign Supply Contracts for up to 36,000 tonnes and for a total value, calculated on the basis of the price of palm oil quotations at 21 September 2022 (€ 1,218 per tonne) of approximately € 44 million.

With regard to the main terms and conditions of the Supply Contracts, their conclusion will take place only subject to market conditions that allow, under the so-called compensatory advantages theory:

- (i) BEG to achieve a positive profitability, i.e., a positive difference between revenue from the sale of electricity produced by BEG through the use of raw material and the costs of related raw materials (so-called spark spread) used by BEG. Without prejudice to the above, the purchase price of the fuel will be determined on conclusion of the Supply Contracts, based on the palm oil quotations at that time; and
- (ii) a positive arbitrage, occurring in the event that the higher energy costs of CDG that it would have to incur if it were to use an electricity supplier outside of the Group are equal to or higher than BEG's contribution margin.

With regard to the Signed Contracts pending performance, these envisage payment - by BEG - of a total of € 14,241,750 equal to 11,500 tonnes of palm oil.

Notwithstanding the above, it is envisaged, however, that the amount of the Guarantee may not exceed USD 16,000,000 (equal to € 15,505,378.43 based on the EUR/USD exchange rate recorded at the Information Document Date).

Furthermore, the Guarantee is remunerated, as BEG will pay Neodecortech a fee equal to 0.1% of the guaranteed amount.

2.2 Related Parties with whom the Transaction was entered into, nature of the relationship, and nature and extent of those parties' interests in the Transaction

As stated above, the Transaction qualifies as a Related Party transaction since Neodecortech indirectly controls BEG, through CDG.

For a review of risks associated with potential conflicts of interest arising from the Transaction, reference is made to paragraph 1.1 above.



2.3 Financial rationale and advantage for Neodecortech from the transaction

The Board of Directors believes that the Transaction should be assessed from an integrated Group perspective, that is, by assessing that there is not so much a direct and immediate interest of the Company, but more importantly a mediated interest of Neodecortech in its capacity as controlling and parent company, under the so-called compensatory advantages theory.

With regard to the rationale of the Transaction and its compliance and conformity with the Group's interest, the Board of Directors notes that the Transaction allows:

- (i) BEG to operate at cost-effective conditions in the final quarter of 2022 (through the performance of the Signed Contracts) and to secure the availability until end 2023 of the fuel required for the generation of electricity to be sold on the market, and to contribute strongly to the Group's consolidated results (through signing of the Supply Contracts);
- (ii) CDG to procure the energy required to carry on its business activities at a lower cost than it would incur if it were to procure energy from third parties; and
- (iii) Neodecortech to indirectly benefit from the expected effects of the Transaction on the performance of the subsidiaries and their respective contribution to the Group's results.

In this regard, the Company notes that issuance of the Guarantee is a prerequisite for Golden-Agri to both sign the Supply Contracts and perform the Signed Contracts and thus achieve the benefits outlined above.

With regard to the advantage of the Transaction, the Board of Directors notes that the terms and conditions of the Guarantee appear to be substantially aligned, in terms of characteristics and fee, with market practices in that:

- under comparable raw material purchase transactions, the issuance of performance guarantees with characteristics similar to those of the Guarantee is generally required; and
- (ii) issuance of the Guarantee by Neodecortech envisages payment by BEG to the Company of a fee equal to 0.1% of the guaranteed amount, consistent with the normal conditions for the issuance of intercompany guarantees.

2.4 Method for determining the transaction fee and assessments on its fairness with regard to market values of comparable transactions

The amount guaranteed by Neodecortech, a maximum of USD 16,000,000 (equal to € 15,505,378.43 based on the EUR/USD exchange rate recorded at the Information Document Date) was agreed on between BEG and Golden-Agri, after assessment of the financial standing of the guaranteed party, as is usually the case for performance guarantees of the same type as the Guarantee.



Likewise, the Company notes that corporate guarantees are normally remunerated to a lesser extent than those issued by banks (the fee for which ranges according to market standards between 1% and 2% of the guaranteed amount) and, for this reason, Neodecortech has envisaged that issuance of the Guarantee is remunerated through payment by BEG of a fee equal to 0.1% of the guaranteed amount, consistent with what appears to be the market conditions normally applied for intercompany guarantees.

2.5 Income, equity and financial effects of the Transaction

With regard to Neodecortech's financial statements, the Company notes that the Guarantee does not constitute a financial instrument to be recognized under IAS 39, but could become significant as a contingent liability under IAS 37, should there be a default on the obligations under the Supply Contracts or the Signed Contracts by BEG, with resulting enforcement by Golden-Agri.

The Transaction qualifies as a transaction of greater significance pursuant to Article 8, paragraph 1, of the RPT Regulation and Article 6.3 of the RPT Procedure, as it exceeds the threshold relating to the value of the Transaction under the significance ratio in Article 1.1(a) of Annex 3 of the RPT Regulation. Specifically, assuming as the reference value of the Transaction the maximum amount of the Guarantee equal to USD 16,000,000 (equal to € 15,505,378.43 based on the EUR/USD exchange rate recorded at the Information Document Date), the latter represents approximately 20% of the capitalization of Neodecortech at 30 September 2022 (equal to € 78.811 million).

2.6 Change in the amount of compensation of the members of the Company's and/or Group companies' governing body as a result of the transaction

As mentioned, the Company's CEO, Luigi Cologni, and the Managing Director, Massimo Giorgilli benefit from variable compensation that is directly or indirectly dependent on the results achieved by the subsidiaries CDG and BEG.

Notwithstanding the above, the amount of compensation of the members of the Board of Directors of Neodecortech and/or additional Group companies is not expected to change as a result of the Transaction.

2.7 Any members of the governing and supervisory bodies, general managers and executives of the Company involved in the Transaction as Related Parties

No members of the Board of Directors or Board of Statutory Auditors, general managers or executives of Neodecortech are involved in the Transaction as Related Parties.

2.8 Approval of the Transaction

In accordance with the procedure envisaged in the RPT Regulation and the RPT Procedure, the RP Committee received complete and up-to-date information and had the opportunity to request clarifications and make comments on the Transaction.

Specifically, at the RP Committee meeting held on 1 September 2022, a review was made of the reasons underlying the signing of the Supply Contracts and the Guarantee, as well



as their terms and conditions. At the meeting, in order to provide exhaustive information to the members of the RP Committee, the following documents were made available to them:

- a report containing information on recent trends in energy and fuel prices; and
- the contract text of the Guarantee.

Following the clarifications received at that meeting, the RP Committee unanimously voted in favour of the issuance of the Guarantee by Neodecortech in the interest of the Company and the Group to cover future Supply Contracts to be concluded between BEG and Golden-Agri.

On 6 September 2022, the Board of Directors of Neodecortech, having received the abovementioned informational material and reviewed the terms and conditions of the Supply Contracts and the Guarantee, approved the signing of the Guarantee, under the terms and conditions specified more in detail in Paragraph 2.1 above.

On 3 November 2022, the Board of Directors approved, with the favourable opinion of the RP Committee, to extend the Guarantee to the Signed Contracts, in light of Golden-Agri's request to this effect, in order to ensure the supply of palm oil required for electricity generation to the subsidiary BEG.

Lastly, at its meeting on 10 November, the RP Committee approved the reasoned favourable non-binding opinion on the issuance of the Guarantee, attached to this Information Document under Annex 1.

2.9 Significance of the transaction resulting from the combination referred to in Article 5, paragraph 2, of the RPT Regulation

The significance of the Transaction exists independently and does not derive from the combination with other transactions.

* * *

ANNEXES

1. Opinion of the RP Committee



$\label{eq:Annex 1} \textbf{Annex 1}$ Opinion of the RP Committee



Opinion of the Related Party Committee of Neodecortech S.p.A. of 10 November $2022\,$

prepared pursuant to Article 6.3 of the Related Party Transactions Procedure adopted by the Board of Directors of Neodecortech S.p.A. on 28 June 2021

OPINION OF THE RELATED PARTY COMMITTEE OF NEODECORTECH S.P.A. ON A TRANSACTION OF GREATER SIGNIFICANCE

1. Foreword

This non-binding opinion is issued by the Related Party Committee (the "Committee") of Neodecortech S.p.A. ("Neodecortech" or the "Company") pursuant to Article 6.3 of the Related Party Transactions Procedure adopted by the Board of Directors of Neodecortech S.p.A. on 28 June 2021 (the "RPT Procedure"), in accordance with the provisions of the Regulation adopted by CONSOB with resolution no. 17221 of 12 March 2010, as amended (the "RPT Regulation"), with regard to the proposed issuance by Neodecortech of an independent first-demand guarantee (the "Guarantee") in favour of Golden-Agri Resources B.V. ("Golden-Agri") and in the interest of its indirect subsidiary Bio Energia Guarcino S.r.l. ("BEG") to cover any defaults by the latter on its obligations arising from the palm oil supply contracts concluded with Golden-Agri (the issuance of the Guarantee, hereinafter, the "Transaction").

2. Description of the Transaction

The Guarantee is intended to meet any defaults on BEG's payment obligations towards Golden Agri arising from, respectively:

- (i) the palm oil supply agreements required for energy production to be concluded between BEG and Golden-Agri following issuance of the Guarantee by Neodecortech and during 2023 (the "Supply Contracts"); and
- (ii) the palm oil supply agreements that were concluded during the final quarter of 2022, but not yet performed, the performance of which was expressly conditioned by Golden-Agri on issuance of the Guarantee by Neodecortech (the "Signed Contracts").

The Committee was informed that BEG estimates that by December 2023 it will sign Supply Contracts for up to 36,000 tonnes and for a total value, calculated on the basis of the price of palm oil quotations at 21 September 2022 (€ 1,218 per tonne) of approximately € 44 million.

Additionally, the Signed Contracts pending performance envisage payment - by BEG - of a total of € 14,241,750 equal to 11,500 tonnes.

It is envisaged, however, that the amount of the Guarantee may not exceed USD 16,000,000 (equal to € 15,937,842.41 based on the EUR/USD exchange rate recorded at today's date).

Furthermore, the Guarantee will be remunerated, as BEG will pay Neodecortech a fee equal to 0.1% of the guaranteed amount.

With regard to the main terms and conditions of the Supply Contracts received by the Committee, the Committee was informed that their conclusion will take place only subject to market conditions that allow, under the so-called compensatory advantages theory:

(i) BEG to achieve a positive profitability, i.e., that the difference between revenue from the sale of electricity produced by BEG through the use of raw material and the costs of related raw materials (so-called spark spread) used by BEG is positive. For these purposes and without prejudice to the above, the purchase price of the fuel will be determined on conclusion of the

Supply Contracts, based on the palm oil quotations available at that time; and

(ii) a positive arbitrage, occurring in the event that the higher energy costs of Cartiere di Guarcino S.p.A. ("CDG" and, together with Neodecortech and BEG, the "Group") that would arise if CDG were to use an electricity supplier outside of the Group are equal to or higher than BEG's contribution margin.

3. Nature of the relationship

The Transaction constitutes a related party transaction under Annex 1 to the RPT Regulation and Annex 2 to the RPT Procedure, as Neodecortech indirectly controls BEG.

While this Transaction qualifies as a transaction put in place with a subsidiary, it does not fall within the "exempt" related party transactions under Article 9 of the RPT Procedure, as there are significant interests of other related parties of the Company. Specifically, the Chief Executive Officer, Luigi Cologni, and the Managing Director, Massimo Giorgilli, benefit from a variable remuneration envisaged in the policy on remuneration and compensation paid approved by the Shareholders' Meeting of the Company on 27 April 2022 - directly or indirectly conditional on the results achieved by the subsidiaries CDG and BEG as well as by the Group (the Transaction, in fact, potentially implies direct and indirect effects on the EBITDA of the subsidiaries and, consequently, on consolidated EBITDA).

Additionally, pursuant to Article 8, paragraph 1, of the RPT Regulation and Article 6.3 of the RPT Procedure, the Transaction qualifies as a transaction of "greater significance" with a related party, even if only one of the materiality ratios in Annex 3 to the RPT Regulation (i.e., Transaction value, assets and liabilities) is greater than 5%.

In the case at hand, the Transaction exceeds the threshold of greater significance relating to the value of the Transaction under the materiality ratio set forth in Article 1.1(a) of Annex 3 of the RPT Regulation, since, considering as reference value of the Transaction the maximum amount of the Guarantee equal to USD 16 million (equal to Euro 15,937,842.41 based on the EUR/USD exchange rate recorded at today's date), the latter represents approximately 20% of Neodecortech's capitalization recorded at 30 September 2022 (equal to € 78.811 million).

Lastly, the Committee notes that pursuant to Article 10 of the RPT Regulation and Article 13 of the RPT Procedure, Neodecortech takes advantage of the waiver granted by Article 10 of the RPT Regulation, as the Company qualifies both (i) as a smaller company and (ii) as a newly-listed company pursuant to Article 3, paragraph 1, lett. (f) and (g) of the RPT Regulation and, therefore, the approval of the Transaction, while qualifying as a related party transaction of "greater significance", will take place in accordance with the procedure set forth for the approval of related party transactions of "lesser significance," in accordance with the provisions of Article 7 of the RPT Regulation and Article 5 of the RPT Procedure, without prejudice to the disclosure requirements of Article 5 of the RPT Regulation.

4. Preliminary investigation by the Committee

The Committee notes that Neodecortech has put in place the necessary measures for the proper qualification of the Transaction, subjecting it to the appropriate procedure identified in the RPT Regulation and the RPT Procedure.

In performing its activities, the Committee received complete and up-to-date information and had the opportunity to request information and make comments.

Specifically, at the Committee meeting held on 1 September 2022, attended also by the Chairman of the Board of Directors of the Company, Luca Peli, the Company's CEO, Luigi Cologni, the Group's Chief Financial Officer at the time, Fabio Zanobini, and the Company's Managing Director and CEO of BEG, Massimo Giorgilli, an outline was given of the reasons underlying the conclusion of the Supply Contracts and the Guarantee, as well as their terms and conditions. At the meeting, in order to provide exhaustive information to the members of the Committee, the following documents were made available to them:

- (i) a report containing information on recent trends in energy and fuel prices; and
- (ii) the contract text of the Guarantee.

Following the clarifications received at that meeting, the Committee unanimously voted in favour of the issuance of the Guarantee by Neodecortech in the interest of the Company and the Group to cover future Supply Contracts to be concluded between BEG and Golden-Agri.

On 6 September 2022, the Board of Directors of Neodecortech, having received the abovementioned informational material and reviewed the terms and conditions of the Supply Contracts and the Guarantee, approved the signing of the Guarantee, on the terms and conditions stated above.

Lastly, on 3 November 2022, the Board of Directors approved, with the positive opinion of the Committee, to extend the Guarantee to the Signed Contracts, in light of Golden-Agri's request to this effect, in order to ensure the supply of palm oil required for electricity generation to the subsidiary BEG.

At its meeting on 10 November, the Committee also approved this opinion for the purpose of its attachment to the information document that will be published within the time limits of current and applicable laws.

5. Remarks on the Company's interest in performing the Transaction as well as on the advantage and substantive fairness of its conditions

The Committee, in assessing the existence of Neodecortech's interest in performing the Transaction, notes that in the case at hand, the existence of the Company's interest in the issuance of the Guarantee must be assessed from an integrated Group perspective, i.e. by assessing that there is not so much a direct and immediate interest of the Company, but rather a mediated interest of NDT, in its capacity as controlling and parent company, under the so-called compensatory advantages theory.

In this regard, the Committee notes that the signing of the supply agreements between BEG and Golden-Agri is strategic for the Group, as, in light of the above, it enables:

- (i) BEG to secure the availability until end 2023 of the fuel required for the generation of electricity to be sold on the market, and to contribute strongly to the consolidated results of the Group headed by NDT;
- (ii) CDG to procure the energy required to carry on its business activities at a lower cost than it would incur if it were to procure energy from third parties; and

(iii) Neodecortech to indirectly benefit from the expected effects of the Transaction on the performance of the subsidiaries and their respective contribution to the Group's results.

In this regard, the Committee points out that - as stated by Company Management - issuance of the Guarantee is a prerequisite for Golden-Agri to both sign the Supply Contracts and perform the Signed Contracts and thus achieve the benefits outlined above.

With regard to the advantage of the Transaction, the Committee notes that the terms and conditions of the Guarantee appear to be substantially aligned, in terms of characteristics and consideration, with market practices in that:

- (i) under comparable raw material purchase transactions, the issuance of performance guarantees with characteristics similar to those of the Guarantee is commonly required; and
- (ii) the issuance of the Guarantee by Neodecortech envisages payment by BEG to the Company of a fee equal to 0.1% of the guaranteed amount, consistent with the normal conditions for the issuance of intercompany guarantees.

Lastly, with regard to the substantive fairness of the Transaction, the Committee notes the adoption of a procedural process that complies with regulatory requirements and the procedures adopted by the Company.

6. Conclusions

The Committee, in accordance with the provisions of Article 6.3 of the RPT Procedure and Article 8 of the RPT Regulation, unanimously expressed a positive, non-binding opinion on the issuance of the Guarantee by Neodecortech in the interest of BEG in favour of Golden-Agri, subject to the terms and conditions set forth in Paragraph 2 above.

Filago (BG), 10 November 2022

For the Related Party Committee
(Sara Bertolini)
Chair