

**INFORMATION DOCUMENT**  
**regarding**  
**LONG-TERM INCENTIVE PLAN**  
**2022-2024**  
**of**  
**MAIRE TECNIMONT GROUP**

**drawn up pursuant to article 84-*bis* of the Regulations adopted by CONSOB with Resolution no. 11971 of 14 May 1999, as subsequently amended and supplemented**

**25 February 2022**

## **DEFINITIONS**

<b>Award</b>	Means the award of the Rights to each Beneficiary to receive a certain number of Shares free of charge based on the achievement of the Conditions of Access, the Performance Objectives and the other conditions envisaged in the Rules and the Plan's implementation documentation.
<b>Shareholders' Meeting</b>	Means the Company's shareholders' meeting.
<b>Grant</b>	<p>Means the actual grant, free of charge, of the Shares to each Beneficiary after the Accrual of the Rights and according to the achievement of the Performance Objectives:</p> <ul style="list-style-type: none"><li>• for a total of 70% of the Shares at the end of the Vesting Period;</li><li>• for a total of 15% of the Shares at the end of the First Deferral Period;</li><li>• for a total of 15% of the Shares at the end of the Second Deferral Period.</li></ul>
<b>Share(s)</b>	Means to the ordinary share(s) of Maire Tecnimont S.p.A.
<b>Beneficiary(ies)</b>	Means the recipient(s) of the Plan pursuant to paragraph 1 of this Information Document identified by the Board of Directors and/or the person(s) delegated by it.
<b>Change of Control</b>	Means any modification of the Company's current ownership structure as a result of any operation that even indirectly involves the acquisition of control of the Company by a party or group of parties acting in concert with each other pursuant to article 93 of the Consolidated Law on Finance, including by way of example public offers of purchase and/or exchange or other extraordinary operations (including but not limited to mergers and demergers). For the purpose of the foregoing, it should be noted that a Change of Control shall also include the completion of extraordinary operations that – as a result of the transfer to third parties of one or more of the Subsidiaries and/or companies and/or business branches of the Company and/or the Subsidiaries, including indirectly or through the execution of one or more operations not necessarily related to each other – result in a decrease in the Group's consolidated turnover of at least 70%.
<b>Remuneration Committee/Committee</b>	Means the Company's Remuneration Committee.

<b>Conditions of Access</b>	Means the annual performance conditions (2022-2023-2024) on which the accrual of the annual portions of the Rights awarded pursuant to this Plan depends.
<b>Board of Directors</b>	Means the Company's Board of Directors.
<b>Top Managers</b>	Means Managers of the companies of the Maire Tecnimont Group carrying out activities that are particularly relevant for Maire Tecnimont Group itself.
<b>Rights</b>	Means the rights awarded to the Beneficiaries to receive the Shares free of charge based on the achievement of the Conditions of Access, the Performance Objectives and the other implementation conditions defined in the Rules and the Plan's implementation documentation.
<b>Information Document</b>	Means this information document prepared pursuant to article 84- <i>bis</i> , paragraph 1 of the Issuers' Regulation.
<b>Maire Tecnimont Group</b>	Means, collectively, to the Company and its Subsidiaries pursuant to article 93 of the Consolidated Law on Finance.
<b>Accrual</b>	Means the accrual of Rights, which occurs following the verification of the achievement of the Conditions of Access, the level of achievement of the Performance Objectives and the other conditions envisaged in the Rules, determining the total number of Rights accrued and the consequent number of Shares to be granted to the Beneficiaries.
<b>Performance Objectives</b>	Means the Plan's performance objectives whose achievement are relevant for the Accrual of the Rights and the Grant of the Shares as outlined in this Information Document and defined in the Rules and the Plan's implementation documentation.
<b>Vesting Period</b>	Means the three-year period during which the achievement of the Performance Objectives will be verified.
<b>First Deferral Period</b>	Means the period of 12 months starting from the date of Grant of the first portion of Shares, after which a second portion of 15% of the Shares shall be granted under the conditions set out in the Rules.
<b>Plan</b>	Means the long-term incentive plan of the Maire Tecnimont Group for the three-year period 2022-2024 described in this Information Document, based on Maire Tecnimont S.p.A. Shares and addressed to the Beneficiaries.

<b>Relationship</b>	Means the employment and/or contractor and/or director relationship in place between the Beneficiary and the Company or one of its Subsidiaries.
<b>Rules</b>	Means the rules that sets out the implementing terms and conditions for the Plan, together with any amendment thereto, approved by the Board of Directors.
<b>Issuers' Regulation</b>	Means the regulations concerning the rules governing issuers adopted by Consob with resolution no. 11971 of 14 May 1999, as subsequently amended.
<b>Second Deferral Period</b>	Means the period of 24 months starting from the date of Grant of the first portion of Shares, after which a third portion of 15% of the Shares shall be granted under the conditions set out in the Rules.
<b>Company</b>	Means Maire Tecnimont S.p.A., with registered office at Viale Castello della Magliana 27 - 00148 Rome.
<b>Subsidiaries</b>	Means any Italian or foreign companies controlled by the Company pursuant to article 93 of the Consolidated Law on Finance.
<b>Consolidated Law on Finance</b>	Means Italian Legislative Decree no. 58 of 24 February 1998 as subsequently amended.

## FOREWORD

This Information Document, drawn up pursuant to article 84-*bis* and Schedule 7 of Annex 3A of the Issuers' Regulation, concerns the proposed adoption of the Plan approved by the Company's Board of Directors.

Following approval by the Company's Board of Directors on 25 February 2022 of the general structure of the long-term incentive system, articulated into 3 three-year plans (2022-2024, 2023-2025 and 2024-2026), in the same meeting, the Board of Directors approved, pursuant to article 114-*bis* of the Consolidated Law on Finance on 10 March 2021, the Board approved – with the favourable opinion of the Remuneration Committee and after consulting the Board of Statutory Auditors for the matters within its purview – the proposal to submit to the Shareholders' Meeting the adoption of the Plan, which provides for the free Grant of Shares to Beneficiaries under the terms and conditions established in the Rules, as described in this Information Document.

The Shareholders' Meeting called to deliberate on the Plan was convened for 8 April 2022 on first call, and if necessary on second call for 11 April 2022, by the Company's Board of Directors at its meeting on 25 February 2022.

Note that the Plan is to be considered of “particular significance” pursuant to article 84-*bis*, paragraph 2, letters a) and b) of the Issuers' Regulation as it is addressed to the Company's Chief Executive Officer and Chief Operating Officer, and to selected Top Managers of Maire Tecnimont Group companies.

Pursuant to article 84-*bis* of the Issuers' Regulation this Information Document is publicly available at the Company's registered office and operational headquarters, on the Company's website ([www.mairetecnimont.com](http://www.mairetecnimont.com), in the section “Governance” – “Shareholders' Meeting Documents” – “2022”) as well as on the 1info authorised storage mechanism ([www.1info.it](http://www.1info.it)).

## 1. RECIPIENTS

### **1.1. Name of the recipients who are members of the Board of Directors or management board of the issuer of the financial instruments, of the parent companies controlling the issuer or of the companies directly or indirectly controlled by it.**

The Plan is addressed to the Chief Executive Officer and Chief Operating Officer of the Company, and to selected Top Managers of Maire Tecnimont Group companies who may also serve as members of the board of directors or the management board of companies directly or indirectly controlled by the issuer of financial instruments. The name of the Beneficiaries, other than the Chief Executive Officer and Chief Operating Officer of the Company, and the other information envisaged in paragraph 1 of Schedule 7 of Annex 3A to the Issuers' Regulation, shall be provided in accordance with the procedures referred to in article 84-*bis*, paragraph 5, letter a) of the aforementioned Issuers' Regulation following the approval of the Plan by the Shareholders' Meeting and during the implementation of the Plan itself.

**1.2. List of the employees or collaborators of the issuer of the financial instruments and of the parent or subsidiary companies of such issuer who are recipients of the Plan.**

As noted in point 1.1, the Plan is reserved for the Chief Executive Officer and Chief Operating Officer of the Company, and to selected Top Managers of Maire Tecnimont Group companies who may also serve as members of the board of directors or the management board of companies directly or indirectly controlled by the issuer of financial instruments – who have a Relationship with the Company or one of the Subsidiaries on the date of Award of Rights.

According to the Rules of the Plan, the Beneficiaries shall be named at the unquestionable discretion of the Board of Directors or the person(s) delegated for this purpose by the Board of Directors.

**1.3. Names of the recipients of the Plan belonging to the groups specified in point 1.3, letters a), b), c) of Annex 3A, Schedule 7 of the Issuers' Regulation.**

To date, aside from the Chief Executive Officer and Chief Operating Officer of the Company, there are no recipients of the Plan belonging to the groups specified in this point. If necessary, any information envisaged in paragraph 1 of Schedule 7 of Annex 3A to the Issuers' Regulation shall be provided subsequently, during the implementation of the Plan, in accordance with the procedures referred to in article 84-*bis*, paragraph 5, letter a) of the aforementioned Issuers' Regulation.

**1.4. Description and numerical indication of the recipients of the Plan separated by category as specified in point 1.4, letters a), b), c) of Annex 3A, Schedule 7 of the Issuers' Regulation.**

The Beneficiaries other than the Chief Executive Officer and Chief Operating Officer of the Company shall be named from among the Top Managers of Maire Tecnimont Group companies by the Board of Directors or the person(s) delegated for this purpose following the approval of the Plan by the Shareholders' Meeting.

Any other information envisaged in paragraph 1 of Schedule 7 of Annex 3A to the Issuers' Regulation shall be provided in accordance with the procedures referred to in article 84-*bis*, paragraph 5, letter a) of the aforementioned Issuers' Regulation during the implementation of the Plan.

## **2. REASONS FOR ADOPTING THE PLAN**

### **2.1. Objectives to be achieved by the Plan.**

The Company's Remuneration Policy serves the purpose of attracting and retaining people with the skills and professional qualities required by their role in order to pursue the long-term and sustainable success of the Maire Tecnimont Group through the creation of a rewarding, fair and sustainable remuneration system in line with the regulatory framework and the expectations of Stakeholders. In this context and in continuity with the previous approved long-term plans, the Plan has been implemented with the following purposes:

- a. ensure the increasing alignment of management interests with the pursuit of the sustainable success of the Company and the Maire Tecnimont Group, through the creation of long-term value for Shareholders and Stakeholders;
- b. maintain the alignment of the Group's most critical roles with the company's objectives;
- c. further support the engagement and the retention of the Beneficiaries over the long term, preserving the competitiveness of the remuneration in the marketplace;
- d. preserve consistency with the company's strategic evolution and with the time horizon of the mandate of the Board of Directors.

#### **2.1.1. More detailed information in view of the significance of the Plan.**

The ratio of incentive remuneration based on financial instruments to other components of total remuneration has been established in line with market benchmarks, ensuring an appropriate balance between the fixed component and the other variable monetary components. The time horizon underlying the Plan has been determined in line with best practices and the Group's strategic objectives, the nature of the business and the related risks and provides for a three-year Vesting Period and two subsequent deferral periods respectively of 12 and 24 months for a part of the Shares.

### **2.2. Key variables, including in the form of performance indicators considered for the purpose of granting plans based on financial instruments.**

In order to strengthen the Plan's incentive power, the Accrual of the Rights and the consequent Grant of the Shares shall be linked to the achievement of specific Conditions of Access measured annually and of Performance Objectives measured at the end of the Vesting Period, linked to the growth in value and long-term profitability, which shall have as reference the parameters of Net Profit and/or Revenues of the Maire Tecnimont Group, as well as topics related to the sustainability strategy.

The identification of these specific Access Conditions and Performance Objectives shall be carried out by the Board of Directors or the person(s) delegated for this

purpose on the proposal of the Remuneration Committee, following the approval of the Plan by the Shareholders' Meeting.

The Grant of Shares shall take place following Accrual, after the Shareholders' Meeting which will approve the Company Financial Statements and take note of the Consolidated Financial Statements as of 31 December 2024:

- for a total of 70% of the Shares at the end of the Vesting Period;
- for a total of 15% of the Shares at the end of the First Deferral Period;
- for a total of 15% of the Shares at the end of the Second Deferral Period.

The Grant of the Shares subject to deferral shall be determined subject to the existence of the Relationship on the date of Grant of the Shares subject to deferral.

#### **2.2.1. More detailed information in view of the significance of the Plan.**

The incentive levels are defined with respect to the weight and strategic nature of the role held, as well as the other components of fixed and variable remuneration, in line with the principles of the Remuneration Policy – submitted for approval by the Shareholders' Meeting convened in ordinary session for 8 April 2022, and if necessary on second call on 11 April 2022 – and market benchmarks. Finally, the three-year Vesting Period and the subsequent deferral periods of 12 and 24 months for a portion of the Shares allow the long-term remuneration to be correlated with the strategic objectives of the Maire Tecnimont Group. The equity-based nature of the Plan contributes to the further strengthening of the culture of enterprise risk management, facilitating the alignment of management's interests with those of Shareholders and Stakeholders.

#### **2.3. Elements underlying the determination of the amount of compensation based on financial instruments, i.e. the criteria for its determination.**

The proposed Plan provides for the free Grant of Shares of the Company following their Accrual:

- for a total of 70% at the end of the Vesting Period, equal to three years (2022, 2023 and 2024);
- for a total of 15% at the end of the First Deferral Period, equal to 12 months from the date of Grant of the first portion of Shares;
- for a total of 15% at the end of the Second Deferral Period, equal to 24 months from the date of Grant of the first portion of Shares.

Upon inclusion in the Plan, each of the Beneficiaries shall be notified of the relative number of Rights to receive Shares.

The number of Rights actually accrued at the end of the Vesting Period will depend on the achievement of the annual Conditions of Access and the level of achievement of the Performance Objectives, defined in light of the strategic objectives of the Maire Tecnimont Group for the three-year period of reference (2022-2024).



The actual Grant of Shares subject to deferral shall be determined according to the continuity of the Relationship at the time of Grant of the deferred shares.

**2.4. The reasons for any decision to grant compensation plans based on financial instruments not issued by the issuer of financial instruments, such as financial instruments issued by subsidiaries or parent companies or third companies with respect to the group they belong to; in the event that the aforementioned instruments are not traded on regulated markets, information on the criteria used to determine the value attributable to them.**

Not Applicable.

**2.5. Assessments of significant tax and accounting implications that influenced the definition of the plan.**

The preparation of the Plan was not affected by significant tax or accounting assessments.

**2.6. Possible support of the Plan by the Special Fund for incentivising employee participation in companies referred to in article 4, paragraph 112 of Italian Law no. 350 of 24 December 2003.**

The Plan does not receive support from the Special Fund for incentivising employee participation in companies referred to in article 4, paragraph 112 of Italian Law no. 350 of 24 December 2003.

### **3. APPROVAL PROCEDURE AND TIMING OF THE AWARD OF INSTRUMENTS**

**3.1. Scope of the powers and functions delegated by the Shareholders' Meeting to the Board of Directors in order to implement the Plan.**

On 25 February 2022, on the proposal of the Remuneration Committee and after consulting the Board of Statutory Auditors for the matters within its purview, the Board of Directors resolved to submit the Plan for approval by the Shareholders' Meeting pursuant to article 114-*bis* of the Consolidated Law on Finance convened on 8 April 2022 on first call, and if necessary on 11 April 2022 on second call.

The Shareholders' Meeting will be asked to grant the Board of Directors – with the express power of sub-delegation – all the broadest necessary or appropriate powers to fully implement the Plan after consulting the Remuneration Committee and the Board of Statutory Auditors for the matters within their purview, including but not limited to: (i) identifying the Beneficiaries by name other than the Chief Executive Officer and Chief Operating Officer; (ii) defining the detailed mechanism to determine the number of Rights to be awarded free of charge to each Beneficiary; (iii) determining in detail the annual Conditions of Access and the Performance Objectives for the Plan, on the basis of which the Shares corresponding to the Rights accrued may be granted to the Beneficiaries; (iv) determining in detail the terms and conditions of Accrual of

the Rights and Grant of the Shares to the Beneficiaries, by preparing the Rules and the related implementation documentation, taken into consideration – if any – the applicable local law to the Relationship of some Beneficiaries; (v) carrying out any obligations, formalities or communications that are necessary or appropriate for the management and/or implementation of the Plan, in compliance with the terms and conditions described in this Information Document.

The information on the criteria that will be adopted by the Board of Directors for the purpose of deciding how the Plan will be implemented and the content of such decisions shall be communicated in accordance with the procedures referred to in article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation, or in any case in accordance with the law and regulations applicable from time to time.

### **3.2. Persons in charge of administering the Plan and their function and responsibility.**

The Company's Board of Directors, with the power to sub-delegate, is responsible for the management of the Plan, consulting the Remuneration Committee and the Board of Statutory Auditors for matters within their purview, as well as, where necessary, the cooperation of the company functions for the activities of reference.

### **3.3. Possible existing procedures for the revision of the plans also with respect to any changes in the basic objectives.**

In order to keep the essential elements of the Plan as unchanged as possible, the Board of Directors, after consulting the Remuneration Committee and the Board of Statutory Auditors for the matters within their purview, shall proceed to regulate the emerging Rights and/or amend and/or update the conditions for the Accrual of Rights and the Grant of Shares upon the completion of certain transactions, including but not limited to the splitting and grouping of the Share.

In the event of a Change of Control or discontinuity of the market trend of the price of the Maire Tecnimont Share, the rights acquired by the Beneficiaries shall remain unaffected, under the conditions that shall be defined in the Rules.

### **3.4. Description of how to determine the availability and award of the financial instruments which the plans are based on.**

The Plan provides for the Grant of Shares free of charge at the end of the Vesting Period, equal to three years (2022, 2023 and 2024), and upon the achievement of pre-established Performance Objectives, after the Shareholders' Meeting which will approve the Company Financial Statements and take note of the Consolidated Financial Statements as of 31 December 2024. The actual number of Shares that will be granted is also subject to the verification of the satisfaction of the Conditions of Access, measured at the end of each year. In fact, every year each Beneficiary accrues a portion of Rights equal to one third of the total number of Rights awarded, subject to the actual achievement of the relative Access Conditions.

The Accrual of Rights subject to deferral shall be determined subject to the existence of the Relationship on the date of Grant of each of the deferred shares.

Treasury Shares held by the Company shall be used to service the Plan.

**3.5. The role played by each director in determining the characteristics of the aforementioned plans; possible creation of conflicts of interest involving the directors concerned.**

The Plan's guidelines were prepared on the basis of a proposal made to the Board of Directors by the Remuneration Committee, after consulting the Board of Statutory Auditors for the matters within its purview, approved by the Board on 25 February 2022.

As the Remuneration Committee is composed exclusively of non-executive Directors, there are no situations of conflict of interest in this regard as no non-executive Directors are beneficiaries of the Plan.

**3.6. For the purposes of the requirements of article 84-bis, paragraph 1, the date of the decision taken by the body responsible for proposing the approval of the plans to the Shareholders' Meeting and the possible proposal of the Remuneration Committee to the latter.**

Following the process of analysis, study and assessment of the essential terms of the Plan proposed by the Remuneration Committee, a process that began in the first months of 2022, and after consulting the Board of Statutory Auditors for matters within its purview and supported by the relevant corporate functions, at its meeting on 24 February 2022 the Committee also unanimously expressed its opinion in favour of the Board of Directors approving the proposed Plan to be submitted for approval by the Company's Shareholders' Meeting.

On 25 February 2022 the Board of Directors unanimously approved the Plan proposal and resolved to convene the Shareholders' Meeting in order to submit the aforementioned Plan for its approval on 8 April 2022 on first call, and if necessary on 11 April 2022 on second call.

**3.7. For the purposes of the requirements of article 84-bis, paragraph 5, letter a), the date of the decision taken by the body responsible for the award of the instruments and the possible proposal to the aforementioned body formulated by the possible Remuneration Committee.**

The Rights envisaged in the Plan shall be awarded to the Beneficiaries by the Board of Directors or the person(s) delegated for this purpose by the Board of Directors, having heard the opinion of the Remuneration Committee and the Board of Statutory Auditors for matters within their purview, following the approval of the Plan by the Shareholders' Meeting. The first portion of the Shares shall accrue according to the conditions envisaged in the Rules and shall be granted to the Beneficiaries, at the end of the Vesting Period, by the Board of Directors, after consulting the Remuneration Committee and the Board of Statutory Auditors for the matters within their purview, subject to the verification of the level of achievement of the Performance Objectives. The second and third portions of the Shares corresponding to the Rights accrued shall instead be granted to the Beneficiaries, respectively, at the end of the First and Second

Deferral Periods, depending on the existence of the Relationship on the relative date of Grant.

The date of the decision taken by the Board of Directors on the Award of Rights to receive Shares, the date of the Accrual of Rights and the dates of the Grant of Shares and the date of any proposal by the Remuneration Committee, after consulting the Board of Statutory Auditors for matters within its purview, are not available at the time of the drafting of this Information Document, and therefore shall be communicated subsequently pursuant to article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation.

**3.8. The market price recorded on those dates for the financial instruments the plans are based on, if traded on regulated markets.**

On 24 February 2022, the day the Remuneration Committee met to define the proposal regarding the Plan to be submitted to the Board of Directors, in view of the Shareholders' Meeting, the official closing price of the Maire Tecnimont Share was Euro 3.494.

On 25 February 2022, the day the Board of Directors met to define the proposal regarding the Plan to be submitted to the Shareholders' Meeting, the official closing price of the Maire Tecnimont Share was Euro 3.120.

The price of the Shares at the time of the Award of Rights and the Grant of Shares by the Board of Directors shall be communicated pursuant to article 84-*bis*, paragraph 5 of the Issuers' Regulation.

**3.9. In the case of plans based on financial instruments traded on regulated markets, when identifying the timing for the award of the instruments in implementation of the plans, in what terms and in what manner does the issuer take into account the possible coincidence between: (i) said award or any decisions taken in this regard by the Remuneration Committee, and (ii) the dissemination of any relevant information pursuant to art. 114, paragraph 1; for example, in the event that such information is:**

**a. not already public and likely to positively influence market prices, or**

**b. already public and likely to adversely affect market prices**

The entire execution of the Plan shall take place in full compliance with the information obligations imposed on the Company, deriving from the applicable laws and regulations, in order to ensure transparency and equal information to the market, as well as in compliance with the procedures adopted by the Company itself. The identification of any safeguards will be delegated to the Board of Directors when determining the Plan's Rules.

#### **4. THE CHARACTERISTICS OF THE INSTRUMENTS GRANTED**

##### **4.1. Description of the forms in which compensation plans based on financial instruments are structured.**

The Plan provides for the Award of Rights to receive Company Shares free of charge upon the achievement of predetermined consolidated Group Performance Objectives linked to growth in value and long-term profitability, as well as topics related to the sustainability strategy, on the basis of the mechanisms and conditions defined in paragraphs 2.2 and 2.3.

##### **4.2. Indication of the period of effective implementation of the Plan, with reference also to any different cycles envisaged.**

The Plan provides for a single cycle of Award of Rights with a three-year Vesting Period (2022-2023-2024). The Accrual of the Rights shall take place at the end of the Vesting Period, subject to the verification of the Conditions of Access and the level of achievement of the Performance Objectives.

The Grant of Shares shall take place, after the Shareholders' Meeting which will approve the Company Financial Statements and take note of the Consolidated Financial Statements as of 31 December 2024:

- for a total of 70% of the Shares at the end of the Vesting Period and by 30 June 2024;
- for a total of 15% of the Shares at the end of the First Deferral Period;
- for a total of 15% of the Shares at the end of the Second Deferral Period.

##### **4.3. End of the Plan.**

The Plan will end in 2027 on the date of Grant of 15% of the Shares to the Beneficiaries at the end of the Second Deferral Period.

##### **4.4. Maximum number of financial instruments – including in the form of options – awarded in each fiscal year to the persons identified by name or to the categories specified.**

The maximum number of Shares that can be granted under the Plan shall be established by the Board of Directors, on the proposal of the Remuneration Committee and after consulting the Board of Statutory Auditors for matters within its purview, during the implementation of the Plan and shall be communicated pursuant to article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation, or in any case pursuant to the laws and regulations applicable from time to time.

In any case it is expected that this number will not exceed 7,000,000 Maire Tecnimont ordinary Shares, the maximum number of securities to be placed at the service of the Plan, representing 2.13% of the of the currently outstanding ordinary Shares.

At the date of this Information Document, Maire Tecnimont holds No. 197,346 treasury Shares in its portfolio, while its Subsidiaries do not hold any treasury shares.

**4.5. Methods and clauses for implementing the plan, specifying whether the actual grant of the instruments is subject to the occurrence of conditions or to the achievement of certain results, including performance; descriptions of such conditions and results.**

The Grant of Shares is conditional upon:

- the actual existence of a Relationship with the Company or one of the Subsidiaries on the dates of Grant of the Shares (respectively - subject to the Accrual - at the end of the Vesting Period and at the end of the First and Second Deferral Periods);
- the fact that the Beneficiaries are not in the period of notice due to resignation or dismissal on the dates of Grant of the Shares (respectively - subject to the Accrual - at the end of the Vesting Period and at the end of the First and Second Deferral Periods). If the Beneficiary is an Executive Director, on the dates of Grant of the Shares he/she must not have resigned from office nor have been dismissed;
- the achievement of predetermined Conditions of Access and Group Performance Objectives linked to growth in value and long-term profitability, as well as topics related to the sustainability strategy, as detailed in paragraphs 2.2 and 2.3.

As already indicated in paragraph 4.2 above, it is noted that the Grant of Shares shall take place following Accrual:

- for a total of 70% of the Shares at the end of the Vesting Period and by 30 June 2024;
- for a total of 15% of the Shares at the end of the First Deferral Period;
- for a total of 15% of the Shares at the end of the Second Deferral Period.

In line with the principles of the Group's Remuneration Policy, the Company shall have the right to request the return of any Shares granted or the monetary value thereof (or to not grant any Shares deriving from Rights not yet accrued or already accrued but not yet granted), applying "clawback/malus" clauses, upon the occurrence of even only one of certain circumstances: (i) the evaluation of the Conditions of Access and the Performance Objectives was based on economic-financial data and information that later on proved to be manifestly erroneous or misrepresented; (ii) the Beneficiary is liable for fraudulent or seriously culpable conducts, which have been decisive for the Grant of the Shares. The repayment obligation will remain effective for 36 months after the termination of the relationship with the Beneficiary.

**4.6. Indication of any availability constraints on the instruments granted or on the instruments deriving from the exercise of options, with particular reference to the terms by which the subsequent transfer to the same company or to third parties is allowed or prohibited.**

The Rights awarded are personal, non-transferable or disposable *inter vivos* and cannot be pledged or secured. The Rights shall become ineffective following any attempted transfer or trade including, by way of example, any attempt to transfer via transaction *inter vivos* or, in application of the law, pledge or other property right, seizure or attachment.

In line with the principles of the Group's Remuneration Policy, in order to reinforce the Plan's objective of ensuring retention and implement mechanisms that link short-term results to longer-term value creation, 30% of the Shares corresponding to the Rights accrued shall be deferred in two equal portions, respectively, for a period of 12 and 24 months, in accordance with what is described in the previous paragraphs.

**4.7. Description of any conditions for termination with respect to the grant of the plans if the recipients carry out hedging operations that make it possible to neutralise any prohibitions on the sale of the financial instruments awarded, including in the form of options, or of the financial instruments deriving from the exercise of these options.**

The execution of hedging transactions on the Rights by the Beneficiaries before the Grant of the Shares shall result in the loss of the Rights.

**4.8. Description of the effects of termination of employment.**

Any dismissal for disciplinary reasons, resignation not for just cause, revocation of the office of Director for just cause, withdrawal of the Company or the Subsidiary from the collaboration relationship for just cause or, finally, withdrawal of the collaborator not for just cause (so-called "bad leaver") shall result in automatic exclusion from the Plan and consequently the Beneficiary shall permanently lose any awarded Rights. If the termination for the aforementioned cases occurs during the Deferral Periods, the portions of Shares still subject to deferral shall not be granted.

In the event of termination of the Relationship as a good leaver before the date of Grant of the first portion of the Shares, the Rights awarded may accrue pro-rata in advance on an annual basis, without prejudice to the assessment of the achievement of the Conditions of Access measured annually and considering the Performance Objectives achieved at the target level.

In the event of termination as a good leaver during the Deferral Periods, the Shares corresponding to the Rights accrued shall continue to be subject to deferral in accordance with the provisions of this Information Document and the Plan Rules. It is understood that the Board of Directors may grant such Shares in advance.

**4.9. Indication of other possible causes of cancellation of the Plan.**

Any causes of cancellation of the Plan shall be specified during its implementation by the Board of Directors.

**4.10. Reasons for the possible provision of a “redemption” of the financial instruments covered by the plans by the Company pursuant to articles 2357 et seq. of the Italian Civil Code; the beneficiaries of the redemption, indicating whether it is intended only for particular categories of employees; the effects on said redemption of the termination of the employment relationship.**

The Plan does not provide for a right of redemption by the Company.

**4.11. Any loans or other facilities that are intended to be granted for the purchase of the shares pursuant to art. 2358 of the Italian Civil Code.**

There are no loans or other facilities for the purchase of the Shares as they are granted free of charge.

**4.12. Indication of the value of the expected charge for the Company at the date of award, as determinable on the basis of terms and conditions already defined, for a total amount and in relation to each instrument of the Plan.**

The expected charge for the Company is represented by the fair value of the Shares in service of the Plan, which shall be promptly determined upon the Award of Rights. Information relating to the total cost of the Plan shall be provided in the manner and within the terms specified in article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation.

**4.13. Indication of any dilutive effects on capital caused by the Plan.**

The Plan has no dilutive effects as the Company's treasury Shares shall be used in compliance with current regulations.

**4.14. Any limits for the exercise of voting rights and for the grant of equity rights.**

There are no limits to the exercise of equity and voting rights with respect to the Shares to be granted under the Plan.

**4.15. Information relating to the award of Shares not traded on regulated markets.**

Not applicable, as the Shares are traded on the Mercato Telematico Azionario organised and managed by Borsa Italiana S.p.A.

**4.16. - 4.23.**

Not applicable.



#### **4.24. Table.**

Table no. 1 envisaged in paragraph 4.24. of Schedule 7 of Annex 3A to the Issuers' Regulation shall be provided in the manner and within the terms specified in article 84-*bis*, paragraph 5, letter a) of said Regulation.