



ITALIAN DESIGN BRANDS S.P.A.

share capital of EUR 26,926,298.00, fully paid in

registered office: Corso Venezia 29 – 20121 Milan

Tax ID, VAT number and registration number in the Commercial Register of Milan Monza

Brianza Lodi: 09008930969

ITALIAN DESIGN BRANDS
2024-2029 PERFORMANCE SHARES PLAN

INFORMATION DOCUMENT

drafted pursuant to Art. 114-*bis* of Legislative Decree No. 58 of 24 February 1998, and Art. 84-*bis* of the Regulation adopted by CONSOB with Resolution No. 11971 of 14 May 1999, as subsequently amended

Milan, 11 March 2024

INTRODUCTION

This information document (the “**Information Document**”) has been drawn up pursuant to Article 114-*bis* of Legislative Decree No. 58 of 24 February 1998, as subsequently amended (the “**TUF**”) and Article 84-*bis* of the Regulation adopted by CONSOB with Resolution No. 11971 of 14 May 1999, as subsequently amended (the “**Issuers’ Regulation**”), and in accordance (also in the numbering of the relevant Sections) with the indications in Schedule 7 of Annex 3A to the Issuers’ Regulation.

This Information Document has been prepared for the Ordinary Shareholders’ Meeting of Italian Design Brands S.p.A. (“**IDB**” or the “**Company**” and, together with the companies directly or indirectly controlled by it, the “**Group**”) convened by a single call for 22 April 2024 to resolve, among other things, the approval of an incentive plan – in favour of the executive directors and employees of the Company who play a key role in achieving the Group’s objectives (the “**Beneficiaries**”)– based on financial securities and called the “Italian Design Brands 2024-2029 Performance Share Plan” (the “**Plan**”).

The plan aims, on the one hand, to encourage beneficiaries to pursue the group’s objectives and, on the other hand, to foster loyalty among the beneficiaries for the purpose of their retention.

On 11 March 2024, the Board of Directors of the Company approved, at the proposal of the Hiring, Human Resources and Remuneration Committee, after consulting the Board of Statutory Auditors, the proposal to submit the adoption to the Shareholders’ Meeting of the Company, pursuant to Article 114-*bis* of the TUF, the Plan and the terms and conditions described in this Information Document.

Please note that:

- This Information Document is prepared on the basis of the content of the proposal for the Plan’s adoption as approved by the Company’s Board of Directors on 11 March 2024;
- Any reference to the Plan in this Information Document must be construed as referring to the proposed adoption of the plan.

It is also noted that since the plan is also intended, among others, for the Company’s executive directors and other managers with strategic responsibilities, it qualifies as a “plan of particular relevance” pursuant to Art. 114-*bis*, para. 3 of the TUF and Art. 84-*bis*, para. 2 of the Issuers’ Regulation,

The information referred to in Sections 3.7, 3.8, and 4.24 required by Schedule No. 7 of Annex 3A to the Issuers’ Regulation that is not included in this information document because it is not yet available will be provided, when available, during the Plan’s implementation, in accordance with Art. 84-*bis*, para. 5, subpara. a of the Issuers’ Regulation.

This information document is made available to the public at the Company’s registered office, on the Company’s website www.italiandesignbrands.com at [Investors/Governance/Assemblea](#), as well as in the manner provided for in Art. 84-*bis* of the Issuers’ Regulation.

DEFINITIONS

In accordance with Schedule No. 7 of Annex 3A to the Issuers' Regulation, a list of definitions is provided below to explain the meaning of the terms used in this Information Document which are not commonly used. It is understood that the terms and expressions defined in the singular will be understood as also defined in the plural and vice versa:

Executive Director	Giorgio Gobbi, born in Milan on 11 July 1962, Tax ID: GBBGRG62L11F205D.
Increase in Share Price	Indicates the increase of the share's price recorded for a period of at least 30 (thirty) consecutive days on the trading market compared to the price of this share at the start of trading. Regarding the LTI Bonus to be awarded to the CEO and Chairman of the Board, the Increase in Share Price must be established in relation to the first three years of office and/or during the second three years of office in case of a renewal of office and a failure to achieve the above objectives during the first three years of office. With regard to the LTI Bonus to be awarded to the Executive Director, the Increase in Share Price must be ascertained in relation to the first three years of office and/or during the second three years of office in the event of a renewal of office and a failure to achieve the above objectives during the first three years of office.
Attribution of Shares or Attribution	The attribution of shares to each beneficiary by the Board of Directors upon achieving one or more Performance Objectives and at the terms and the conditions set out in the Regulation. The occurrence of the Trigger Event is also required for the Attribution of Shares to the CEO and Chairman of the Board as well as to the Executive Director.
Shareholders' Meeting	The Company's shareholders' meeting.
Allocation of Units or Allocation	The allocation of units to each beneficiary to be made by the Board of Directors in implementation of this Plan and the Regulation.
Shares	Indicates the IDB ordinary shares traded on the Euronext Milan market organised and managed by Borsa Italiana S.p.A.
Attributable Shares	The number of shares that can be attributed to each beneficiary determined on the basis of the units attributed to the beneficiary and subsequently accrued according to the performance objectives actually achieved and – solely for the CEO and Chairman of the Board of Directors and the Executive Director – subject also to the occurrence of the Trigger Event.
Shares Requested	The number of Attributable Shares that the beneficiary may request for Attribution, in whole or in part, by sending one or more Exercise Schedules to the company.
Beneficiaries	Indicates the beneficiaries of the Plan who, as such, are the recipients of the Units.

Change of Control	Indicates one or more of the following: (I) Investindesign S.p.A. (VAT number: 08966070966), Elpi S.r.l. (VAT number: 02318020308), Fourleaf S.r.l. (VAT number: 02948540303) (the “Relevant Shareholders”), even in concert with other shareholders, cease to have, directly or indirectly, the right to appoint or remove a majority of the members of the Company’s Board of Directors (including by appointment of a majority of directors chosen from a list of directors submitted by the Relevant Shareholders); and/or (ii) any person or group of persons (other than the Relevant Shareholders) acting in concert acquires control of the Company pursuant to Art. 93 of the TUF.
Cash Settlement	The sale of the Shares Requested on the market by the Company on behalf of the Beneficiary with payment by the Company of an amount corresponding to the price at which the shares were sold, net of the relevant legal deductions, and subject to the settlement terms set out in the Stock Exchange Regulations, by bank transfer to the current account in the name of the Beneficiary indicated by the beneficiary in the Exercise Schedule, within the limits and at the terms and conditions set out in the applicable legislation and the Internal Dealing Code applicable at any given time.
Civil Code	The Italian Civil Code, approved by Royal Decree No. 262 of 16 March 1942, as subsequently amended.
Corporate Governance Code	The Corporate Governance Code of listed companies as approved by the Corporate Governance Committee and promoted by Borsa Italiana S.p.A., ABI, Ania, Assogestioni, Assonime and Confindustria, as amended and supplemented from time to time, with which the Company complies.
Internal Dealing Code	Indicates the internal dealing code as adopted and amended by the Company from time to time.
Board of Statutory Auditors	The Company’s acting Board of Statutory Auditors
Hiring, Human Resources, and Remuneration Committee	The Company’s Hiring, Human Resources, and Remuneration Committee, established and appointed by the Company’s Board of Directors in accordance with the Corporate Governance Code.
Notice of Achievement of the Performance Goals	The letter sent by the Company to each Beneficiary no later than the fifth (5th) working day after the end of the Vesting Period to notify the achievement of the Performance Objectives and the resulting number of Attributable Shares to each Beneficiary on the basis of the number of Units accrued according to the terms, conditions, and procedures set out in the Plan and Regulation. In the case of the letter sent to the CEO and Chairman of the Board and the letter sent to the Executive Director, these will also contain

	an indication of whether the Trigger Event occurred.
Delivery	The Company's transfer of the Shares Requested by each Beneficiary to his/her securities account and/or – if the Company has opted for the Cash Settlement – the payment of an amount corresponding to the transfer price of the Shares Requested into the current account, net of statutory withholdings and without prejudice to the settlement periods provided for in the market regulations.
Board of Directors or Board	The Company's acting Board of Directors
Subsidiaries	Each of the companies directly or indirectly controlled by the Company at any given time pursuant to Art. 93 of the TUF.
Unit Allocation Date	The date on which the Board of Directors' meeting will be held to resolve the Allocation of the Units to each Beneficiary.
Delivery Date	The date of the Company's delivery.
Plan Expiry Date	On 31 December 2030, the last date by which the Exercise Schedules must be received by the company, under penalty of their inadmissibility.
Key Employees	This jointly indicates Alberto Bortolin, born in Pordenone on 5 January 1967, Tax ID BRTLRT67A05G888B, Marella Moretti, born in Arzignano (Vicenza Province) on 29 June 1993, Tax ID MRTMLL93H69A459X, and Mirco Cervi, born in Montebelluna (Treviso Province) on 13 October 1977, Tax ID CRVMRC77R13F443P.
EBITDA	The arithmetic sum of the following items: (+) net profit for the year, (-) profit from discontinued activities, (+) loss on ceased activities, (+) income tax, (-) financial income, (+) financial charges, (+) depreciation and write-downs of fixed assets.
EBITDA Margin Adjusted Pro Forma	The EBITDA to which the following items are arithmetically added: (+) non-recurring costs, (-) non-recurring revenue. The EBITDA Margin Adjusted Pro Forma (or Full) as calculated on the basis of the Group's consolidated financial statements for the relevant period presented at the Shareholders' Meeting (I) taking into account the provisions of the International Financial Reporting Standards (IFRS) and (ii) including extraordinary transactions carried out by the Company or Subsidiaries in the relevant financial year with effect from 1 January.
Business Day	Every day of the opening of the markets organised and managed by Borsa Italiana S.p.A.
Just Cause	A cause, attributable to the director, so serious that the

	management relationship between the director and the Company cannot be continued, even provisionally.
Group	IDB and its subsidiaries.
IDB or Company	Italian Design Brands S.p.A., with registered office in Milan at Corso Venezia 29, registered in the Commercial Register of Milan Monza Brianza Lodi under number 09008930969.
Law	Any law, regulation, decree, directive, convention, order, order, use, or other source of law or order.
Allocation Letter	The letter sent by the Company to each Beneficiary notifying the number of Units allocated to the Beneficiary, to which the Regulation will be annexed as an integral and substantial part thereof, and whose return to the company, duly completed, initialled and signed by the relevant Beneficiary will constitute, in all respects, full and unconditional agreement with the Plan and the Regulation.
Lock-up	As defined in Section 4.6 of this Information Document.
Performance Objectives	The Pro Forma Revenue Performance Objective, the EBITDA Margin Performance Objective, the NFP/EBITDA Performance Objective, and the ESG Performance Objective.
EBITDA Margin Performance Objective	The average of the EBITDA Margin Adjusted Pro Forma for the last 2 (two) financial years of the Vesting Period must be higher than the objective identified in this respect by the Board of Directors in the Regulation. Therefore, for the sake of clarity, should the Vesting Period end in April 2029, the last two financial years to be taken into account for the calculation are the financial year of 1 January 2028 – 31 December 2028 and the financial year of 1 January 2027 – 31 December 2027.
ESG Performance Objective	The achievement of 100% (one hundred percent) of the ESG (Environmental, Social, Governance) Objectives identified by the Board of Directors in the Sustainability Plan approved from time to time. If the Company has not determined any ESG Objectives under this Plan, the Board of Directors, after obtaining the opinion of the Hiring, Human Resources, and Remuneration Committee, will decide whether or not the ESG Performance Objective has been achieved for the purposes of this Plan.
NFP/EBITDA Performance Objective	The NFP/EBITDA ratio in the last financial year of the Vesting Period (1 January – 31 December) is lower than the objective identified in this respect by the Board of Directors in the Regulation.
Pro Forma Revenue Performance Objective	The Pro Forma Revenue in the last financial year of the Vesting Period (1 January – 31 December) at least equal to the objective identified in this respect by the Board of Directors in the Regulation.

Vesting Period	The period between the Unit Allocation Date and the date of the Board of Directors' approval of the Company's draft financial statements for the 5th (fifth) financial year following the Allocation Date – on the occasion of which the Board of Directors will verify whether the Beneficiaries have achieved the Performance Objectives and, for the sole purpose of assessing the vesting of the accrual of the Share Attribution by the CEO and Chairman of the Board of Directors and the Executive Director, also the occurrence of the Trigger Event, all at the terms and conditions provided for in the Plan and in the Regulation. It remains understood that the financial year in progress at the Unit Allocation Date will be included in the counting of the 5 (five) financial years. Therefore, if the Unit Allocation Date occurs during the financial year from 1 January 2024 to 31 December 2024, the Vesting Period would end on the date of the Board of Directors' approval of the Company's draft financial statements at 31 December 2028.
NFP	The arithmetical sum of the following: (+) financial debts; (-) cash and other cash equivalents.
NFP/EBITDA	The ratio between NFP and EBITDA as calculated – in accordance with International Financial Reporting standards (IFRS) – on the basis of data from the Group's consolidated financial statements for the year (1 January – 31 December) submitted to the Shareholders' Meeting.
LTI Bonus	Indicates the variable gross compensation to be granted, as a long-term incentive, subject to an Increase in Share Price, in favour of the CEO and Chairman of the Board of Directors Andrea Sasso and the Executive Director Giorgio Gobbi, as approved by the Shareholders' Meeting on 9 May 2023 and whose terms and conditions have been defined by the Board of Directors on 9 May 2023 and subsequently confirmed on 23 May 2023, calculated as follows: <ul style="list-style-type: none"> - EUR 3,000,000.00 (three million euros and zero cents) to be paid to the CEO and Chairman of the Board of Directors if the Increase in Share Price is equal to or greater than 30% (thirty percent) and up to 49% (forty-nine percent); - A further EUR 2,000,000.00 (two million euros and zero cents) and, therefore, a total of EUR 5,000,000.00 (five million euros and zero cents), to be paid to the CEO and Chairman of the Board if the Increase in Share Price is equal to or greater than 50% (50%); - EUR 2,250,000.00 (two million two hundred and fifty thousand euros and zero cents) to be paid to the Executive Director if the Increase in Share Price is equal to or greater

	<p>than 30% (thirty percent) and up to 49% (forty-nine percent);</p> <ul style="list-style-type: none"> - A further EUR 1,500,000.00 (one million five hundred thousand euros and zero cents) and, therefore, a total of EUR 3,750,000.00 (three million seven hundred fifty thousand euros and zero cents) to be paid to the Executive Director if the Increase in Share Price is equal to or greater than 50% (fifty percent). <p>As resolved by the Board of Directors at the abovementioned board meetings, the LTI Bonus is awarded to the eligible persons by the Company in cash in the month following the positive verification by the Board of Directors of the LTI Bonus' accrual.</p>
CEO and Chairman of the Board	Andrea Sasso, born in Rome on August 24, 1965, Tax ID: SSSNDR65M24H501S.
Average Share Price	The average share price of IDB stock in the 6 (six) months before the end of the Vesting Period, it being understood that the "average price" must be calculated as the arithmetic average of the official share prices recorded on each trading day at the Euronext Milan market organised and operated by Borsa Italiana S.p.A. This is provided that, if the Average Share Price does not reach the threshold indicated in the Trigger Events in the 6 (six) months before the end of the Vesting Period but does reach this threshold in the 3 (three) months before the end of the Vesting Period, the Trigger Event will be considered as having occurred.
Disciplinary Proceeding	Disciplinary proceedings against a Key Employee pursuant to Art. 7 of Law 300/1970, as subsequently amended (also known as the "Workers' Statute").
Relationship	The Directors' Relationship or the Employment Relationship, as applicable.
Directors' Relationship	The Relationship in which both the CEO and Chairman of the Board and the Executive Director are directors of the Company.
Employment Relationship	The existing employee employment relationship between each Key Employee and the Company.
Regulation	The Regulation which will govern the terms and conditions for implementing the Plan.
Stock Market Regulation	The Regulation of the markets organised and managed by Borsa Italiana S.p.A. as amended and supplemented from time to time.
Pro Forma Revenues	Indicates the Pro Forma Revenues calculated on the basis of the data resulting from the Group's consolidated financial statements for the reference year (1 January – 31 December) submitted to the Shareholders' Meeting, including extraordinary transactions carried out in the reference year by the Company or its Subsidiaries with effect from 1 January.
Disciplinary Sanction	The penalty imposed by the employer on the Key Employee pursuant to Art. 7 of Law 300/1970, as subsequently amended (also

	known as the “Workers’ Statute”) and the applicable collective employment agreement.
Exercise Schedule	The form sent by the Beneficiary to the Company, concerning the Beneficiary’s declaration that it wishes to receive all or part of the Attributable Shares in accordance with the procedures set out in the Plan and in the Regulation.
Trigger Event	<ul style="list-style-type: none"> - If the LTI Bonus granted to the CEO and Chairman of the Board totals EUR 5,000,000.00 (five million euros and zero cents) and the LTI Bonus granted to the Executive Director totals 3,750,000.00 (three thousand seven hundred fifty thousand euros and zero cents), the Trigger Event will consist of the stock’s achievement, at the end of the Vesting Period, of an Average Share Price of at least EUR 16.00 (sixteen euros and zero cents) per share; - If the LTI Bonus granted to the CEO and Chairman of the Board totals EUR 3,000,000.00 (three million euros and zero cents) and the LTI Prize Bonus to the Executive Director totals EUR 2,250,000.00 (two million two hundred and fifty thousand euros and zero cents), the Trigger Event will consist of the stock’s achievement, at the end of the Vesting Period, of an Average Share Price of at least EUR 15.00 (fifteen euros and zero cents) per share; - If no LTI Award is granted to the CEO and Chairman of the Board or to the Executive Director for the failure to meet the requirements for its payment, the Trigger Event will be the stock’s achievement, at the end of the Vesting Period, of an Average Share Price of at least EUR 14.00 (fourteen euros and zero cents) per share. <p>For the sake of clarity, it should be noted that the termination of the office of the CEO and Chairman of the Board before the end of his term of office, which entails the loss of payment of the LTI Bonus, will not affect the possibility for the Executive Director, if the conditions are met, to receive the LTI Bonus due to him and therefore to benefit from this Plan at the terms and conditions set forth in this Plan and the Regulation. The foregoing will apply <i>mutatis mutandis</i> also in the event that the Executive Director is subject to the early termination of his office. In such a case, there would be no effect on the right of the CEO and Chairman of the Board, if the conditions are met, to receive the LTI Bonus due to him and to benefit from this Plan.</p>
TUF	Legislative Decree No. 58 of 24 February 1998, as subsequently amended.
Unit	Indicates the unit of measurement to which the right – conditional, free of charge, and non-transferable <i>inter vivos</i> , not subject to

	constraints or other acts of disposition in any capacity – to the free Share Attribution in accordance with the terms is scaled according to the terms and conditions of the Regulation. It is understood that the Units are not financial securities.
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1. THE RECIPIENTS

There are 5 (five) recipients of the plan: The CEO and Chairman of the Board, the Executive Director, and the 3 (three) Key Employees. The Key Employees include 2 (two) key managers with strategic responsibilities and 1 (one) non-executive employee.

1.1 Names of the recipients who are members of the Board of Directors or of the Management Board of the issuer of securities, the issuer’s parent companies, and the companies directly or indirectly controlled by the issuer.

In addition to the Key Employees mentioned in Section 1.2 below, the Plan is also intended for the Company’s CEO and Chairman of the Board of Directors and the Executive Director.

1.2 Categories of employees or associates of the issuer of securities and of the parent companies or subsidiaries of that issuer

The Plan is addressed to the Group's Key Employees and, specifically, to the Company's Chief Financial Officer Alberto Bortolin, the Company's *Chief Digital Officer & Digital Transformation Manager* Mirco Cervi, and the Company's Corporate Development & IR Manager Marella Moretti.

1.3 Names of the persons benefiting from the Plan belonging to the following groups: general manager, senior managers with strategic responsibilities, and individuals controlling the Company who are employees or freelance contractors

Pursuant to Article 114-*bis*, paragraph 3, of the TUF and Article 84-*bis*, paragraph 2, of the Issuers' Regulation, the Plan is to be considered a "plan of particular relevance", since the Beneficiaries include persons, better identified in Section 1.1 above, who hold the office of member of the Board of Directors of the Company. The Key Employees are neither general directors of the Company nor managers with strategic responsibilities who have received a higher total compensation during the financial year than the highest total compensation attributed to the members of the Board of Directors.

It should also be noted that the Plan’s Beneficiaries do not include individuals who control the Company.

1.4 Description and numerical indication of the Beneficiaries, separated by the categories indicated in Point 1.4, letters a), b) and c) of Annex 3 A, Schedule 7 of the Issuers’ Regulation

The Plan’s Beneficiaries include the following managers with strategic responsibilities: (i) the Company's Chief Financial Officer Alberto Bortolin and (ii) the Company's Chief Digital Officer & Digital Transformation Manager Mirco Cervi. It should be noted that as of the date on which this Information Document is submitted to the Shareholders' Meeting for its approval, the Company has no other managers with strategic responsibilities other than the aforementioned Alberto Bortolin and Mirco Cervi.

The Company qualifies as a “small-sized” company.

Lastly, it should be noted that the incentive scheme under the Plan is the same for all the Beneficiaries and differs only in the number of Units allocated to each of them, as well as, in the case of the CEO and Chairman of the Board of Directors and the Executive Director, for the Share Attribution being conditional upon the occurrence of the Trigger Event. The number of Units allocated to each Beneficiary is determined in this Plan according to the role and responsibilities within the Company and the Group of each of these Beneficiaries.

2. THE REASONS FOR ADOPTING THE PLAN

The Plan is developed over a medium- to long-term time horizon and is aimed at creating a close correlation between the interests of the Beneficiaries and those of the Company's shareholders and stakeholders over the same time horizon by ensuring that the Beneficiaries act to improve the Company's performance.

2.1 Objectives to be achieved through the Plan's attribution

More specifically, the Plan has the following objectives:

- aligning the interests of the Beneficiaries with those of the Company's shareholders and stakeholders;
- linking the remuneration of the Beneficiaries, in consideration of their role and duties in the Company to the Company's actual performance as well as to the creation of new value and the achievement of specific, pre-established medium- to long-term objectives;
- strengthening the Company's retention policy with respect to its key management figures by incentivising the retention of the Beneficiaries within the Company or its Subsidiaries;
- increasing the company's level of attractiveness to talented managers and professionals;
- accentuating, within the remuneration policy adopted by the Company with respect to its key managers, the weight of the variable remuneration component;
- incentivising Beneficiaries, through the Plan's link to the achievement also of ESG objectives, to pursue environmental and social sustainability.

Considering that the creation of value for the Company's shareholders and stakeholders in the long term is a primary objective for the Company, the Board of Directors believes that linking the Plan both to the stock market price trend of the share and to the Company's ESG objectives has the advantage of aligning the interests of the Beneficiaries with those of the Company's shareholders and stakeholders, and that it therefore represents the most effective incentive tool that best serves the Company's interests.

The Plan provides, in relation to the Unit Allocations and in line with national and international best practices, a Vesting Period of 5 (five) years, at the end of which the Board of Directors will verify whether the Performance Objectives have been achieved, in whole or in part. At the end of the Vesting Period, there is also a 2 (two)-year Lock Up for 40% (forty percent) of any Shares that may be attributed. The combination of the five-year Vesting Period and the two-year Lock Up for a significant portion of the Attributed Shares ensures focus and care on the part of the Beneficiaries in pursuing the long-term strategic objectives of the Company and the Group and is in line with the recommendations contained in the Corporate Governance Code.

In addition, solely for the CEO and Chairman of the Board of Directors and the Executive Director, the Attribution of Shares is also subject to the occurrence of the Trigger Event.

For more information on the Vesting Period and the Lock Up, see Sections 4.2 and 4.6 below.

2.2 Key variables, also in the form of performance indicators considered for the Plan's allocation based on financial securities

Units are allocated to each Beneficiary to a different extent depending on the role he or she plays in the Company and his/her related responsibilities.

The Plan provides for the Attribution of a number of Shares equal to or less than the number of Units allocated to each Beneficiary, with the percentage of conversion of Units into Shares varying depending on how many and which Performance Objectives are achieved.

The Performance Objectives that determine what percentage of the Units will be converted into Shares are the same for each Beneficiary.

For more information on the Performance Objectives, please refer to Section 4.5 below.

The Plan's activation, which results in the conversion into Shares of the Units allocated to each Beneficiary, is subject – only for the CEO and Chairman of the Board of Directors and the Executive Director – to the occurrence of the Trigger Event. There is no applicable Trigger Event for Key Employees since the latter are not, unlike the CEO and Chairman of the Board of Directors and the Executive Director, remunerated with variable components linked to the Share's performance and are therefore not recipients of any LTI Bonus.

The Trigger Event that, together with the achievement of the Performance Objectives, activates the Plan in favour of the CEO and Chairman of the Board of Directors and the Executive Director is the same for both of these individuals.

The terms and conditions of conversion of Shares into Units are detailed in Section 4.5 below.

2.3 Elements underlying the determination of the amount of remuneration based on financial securities, i.e. the criteria for such a determination

The number of Units allocated to each Beneficiary was determined by the Board of Directors taking into account the specific role and responsibilities of each Beneficiary within the Company or Subsidiaries. The percentage of conversion of Units into Shares upon achievement of one or more of the Performance Objectives was instead determined by the Board of Directors based on a careful assessment of the contribution that each of the Performance Objectives makes to the pursuit of the Company's profitability and ESG objectives and, therefore, to the pursuit of the medium- to long-term interests of the Company's shareholders and stakeholders.

As the Company did not have any incentive plans based on financial securities in the past, no comparison is made here.

2.4 Reasons for any decision to award compensation plans based on financial securities not issued by IDB, such as financial securities issued by subsidiaries or parent companies or companies outside the group to which IDB belongs; where such securities are not traded on regulated markets, information on the criteria used to determine the value attributable to them

As the Units will be converted into Shares of the Company, this section is not applicable.

2.5 Consideration of significant tax and accounting implications that affected the definition of the Plan

The Plan's preparation was not influenced by any particular tax or accounting assessments.

2.6 Possible support for the Plan from the Special Fund for the Encouragement of Employee Profit Sharing, as set forth in Article 4, paragraph 112 of Law 350 of 24 December 2003

The Plan does not receive any support from the Special Fund for the Encouragement of Employee Profit Sharing, as set forth in Article 4, paragraph 112 of Law 350 of 24 December 2003.

3. APPROVAL PROCESS AND TIMELINE FOR THE ALLOCATION OF THE SECURITIES

3.1 Scope of Powers and roles delegated by the Shareholders' Meeting to the Board of Directors for the Plan's Implementation

On 11 March 2024, the Board of Directors resolved, at the proposal of the Hiring, Human Resources, and Remuneration Committee, which met on 6 March 2024, and with the favourable opinion of the Board of Statutory Auditors, to submit the Plan's adoption to the Shareholders' Meeting pursuant to Article 114-*bis* of the TUF. It should be noted that this resolution was passed by the Board of Directors with the abstention of the CEO and Chairman of the Board of Directors and the Executive Director as Beneficiaries of the Plan.

For the purpose of approving the Plan, the Shareholders' Meeting will be convened on 22 April 2024 in a single call. On that occasion, it will also be proposed to resolve to grant powers to the Board of Directors for the implementation and management of the provisions of the Plan and, in particular, to (i) the approval of the Regulation governing the Plan; (ii) the exercise of all the tasks and roles assigned to the Board of Directors by the Regulation governing the Plan, as well as the definition of any other terms and conditions for the Plan's execution; (iii) the amendment and/or supplementing of the Regulation governing the Plan, in accordance with the relevant indications provided in the Information Document; (iv) the performance of any action necessary and/or appropriate to implement the Plan, as described in more detail in Sections 3.2 and 3.3 below; and (vi) the use, as Shares to service the Plan, of any Shares already held in the Company's portfolio and/or Shares that will be subject to purchase by the Company pursuant to the authorisation granted at any given time by the Shareholders' Meeting pursuant to Article 2357 of the Civil Code and/or Shares from capital increases, to the exclusion of pre-emption rights, including those referred to in Article 2349 of the Civil Code, to be resolved, if necessary, during the Plan's term by the Board of Directors, subject to Board being granted the appropriate authority by the Shareholders' Meeting.

3.2 Persons entrusted with the Plan's administration and their role and competence

The body responsible for the decision-making and administration of the Plan, without prejudice to the powers of the Shareholders' Meeting, is the Board of Directors, which will operate with the preliminary and advisory support of the Hiring, Human Resources, and Remuneration Committee. The Board of Directors approves the Regulation and resolves on matters concerning the Plan, including the interpretation, execution, and application of the Plan. The Board's resolutions will be final and binding on the parties concerned.

3.3 Any existing procedures for the Plan's revision, also in relation to possible changes

to the basic objectives

The Board of Directors may make any amendments and additions to the Regulation, independently and without the need for further approval by the Shareholders' Meeting, after hearing the opinion of the Hiring, Human Resources and Remuneration Committee and – where necessary – of the Board of Statutory Auditors, that may be necessary or in any case appropriate to keep the Plan's essential contents and the benefits for its Beneficiaries as unchanged as possible in the event of

- (i) extraordinary transactions such as, but not limited to, capital transactions, the grouping or splitting of Shares, mergers, demergers, capital reductions due to losses through a cancellation of shares, capital increases (free or against payment), the promotion of public offerings or exchange offers concerning the Shares, acquisitions (of companies and/or branches of companies), disposals (of companies and/or branches of companies); or
- (ii) payment of ordinary or extraordinary dividends;
- (iii) legislative or regulatory changes (including those dictated by codes of conduct drawn up by management companies of regulated markets or trade associations to which the Company belongs), which affect or otherwise impact the Shares and/or the Company; or
- (iv) in any case, upon the occurrence of any other event likely to affect the Units, the Shares, or the Plan (expressly including any event likely to affect the Performance Objectives, such as the completion of acquisition transactions), and/or the rights of the Beneficiaries.

In making the aforementioned changes and additions, the Board of Directors will follow, where possible and applicable, the mathematical formulas usually used by stock exchange operators. Amendments to the Plan are communicated in writing by the Company to the Beneficiaries, who are bound by the provisions of the Regulation, as accordingly amended.

3.4 Description of the methods for determining the availability and assignment of the financial securities on which the Plan is based (e.g. free attribution of shares, capital increases to the exclusion of pre-emption rights, the purchase and sale of treasury shares)

The Plan provides for the free allocation to the Beneficiaries of Units, in a total number of 500,000 (five hundred thousand), which may be converted into Shares by the Beneficiaries for a number that varies depending on the actual achievement of the Performance Objectives. The right to convert the Units into Shares – solely in the case of the CEO and Chairman of the Board of Directors as well as the Executive Director – is also subject to the occurrence of the Trigger Event. Please refer to Section 4.5 below for more information on the procedure for the conversion of Units into Shares.

To following will be used to service the Plan:

- shares already in the Company's portfolio;
- shares to be purchased by the Company pursuant to the authorisation granted at any given time by the Shareholders' Meeting pursuant to Article 2357 of the Civil Code; and/or
- newly issued shares based on a capital increase to the exclusion of pre-emption rights, including those pursuant to Article 2349 of the Civil Code, to be resolved during the term of the Plan by the Board of Directors, subject to the granting of a specific authorisation by the Shareholders' Meeting.

It should be noted that the Shareholders' Meeting called to approve this Plan will also be submitted

with the proposal to authorise the Board of Directors to purchase and/or dispose of treasury shares also to service the Plan in accordance with Articles 2357 and 2357-ter of the Civil Code.

3.5 Role played by each director in determining the Plan's characteristics; possible occurrence of situations of conflict of interest for the directors concerned

The Hiring, Human Resources, and Remuneration Committee was involved in the various phases of determining the Plan's characteristics. The proposal to submit the Plan's approval to the Shareholders' Meeting pursuant to Article 114-bis of the TUF was then adopted by the Board of Directors, at the proposal of the Hiring, Human Resources, and Remuneration Committee, with the favourable opinion of the Board of Statutory Auditors. It should be noted that the resolution was passed with the abstention of the CEO and Chairman of the Board of Directors and the Executive Director as Beneficiaries of the Plan.

3.6 Date of the resolution adopted by the body competent to propose the Plan's approval to the Shareholders' Meeting and the potential proposal of the Hiring, Human Resources, and Remuneration Committee

The Plan was positively assessed by the Hiring, Human Resources, and Remuneration Committee, which, at its meeting of 6 March 2024, unanimously gave its favourable opinion on the proposal for the Plan's approval by the Company's Board of Directors.

Therefore, the Board of Directors, in its meeting of 11 March 2024, at the proposal of the Hiring, Human Resources, and Remuneration Committee and after hearing the opinion of the Board of Statutory Auditors, approved the Plan and the proposal to submit it to the Shareholders' Meeting to be convened on 22 April 2024 in a single call.

3.7 Date of the resolution adopted by the competent body regarding the allocation of the securities and of the potential proposal to the aforementioned body made by the Hiring, Human Resources and Remuneration Committee

Subject to the Plan's approval by the Shareholders' Meeting to be convened in a single call for 22 April 2024, the Board of Directors will meet – even on more than one occasion, but no later than 30 (thirty) Business Days from the date of the Shareholders' Meeting that will have approved the Plan – to make decisions relevant to the Plan's implementation. The exact date on which the Board of Directors will decide, at the proposal of the Hiring, Human Resources and Remuneration Committee, on the Allocation of Units to the Beneficiaries and the related date on which the Hiring, Human Resources, and Remuneration Committee will meet are not currently available and, therefore, will be communicated at a later date pursuant to Article 84-bis, para. 2, subpara. a) of the Issuers' Regulation.

3.8 The market price recorded on the aforementioned dates for the financial securities on which the Plan is based, if traded on regulated markets

The price of the Shares at the time of the Board of Directors' Allocation of the Units will be announced pursuant to Art. 84-bis, para. 5, subpara. a) of the Issuers' Regulation.

On the date of the Board of Directors' resolution passed at the Board meeting held on 11 March 2024, which approved the submission of the proposal for the Plan's approval to the Shareholders' Meeting, the official price of the Shares was EUR 9.7144 per Share.

3.9 In the case of plans based on financial securities traded on regulated markets, under what terms and conditions and in what manner does the Company take into account,

in identifying the timing of the allocation of the securities in implementation of the plans, the possible time coincidence between i) this allocation or the potential decisions taken in this regard by the Hiring, Human Resources, and Remuneration Committee, and ii) the disclosure of any relevant information pursuant to Article 17 of Regulation (EU) No 596/2014

If the Shareholders' Meeting approves the Plan's adoption, the decision on the Allocation of the Units to the Beneficiaries will be made by the Board of Directors, after hearing the opinion of the Hiring, Human Resources, and Remuneration Committee, no later than 30 (thirty) Business Days from the date on which the Shareholders' Meeting approved the Plan.

Decisions on the Plan will be taken by the Board of Directors, after hearing the opinion of the Hiring and Human Resources Committee and the Board of Statutory Auditors, in compliance with the applicable law.

It should be noted that the Units granted to the Beneficiaries will not be immediately convertible into Shares, but only after the Vesting Period and subject to the achievement of the Performance Objectives and – in the case of the CEO and Chairman of the Board of Directors as well as the Executive Director – also subject to the occurrence of the Trigger Event. Any disclosure of inside information in connection with the Unit Allocation Date will therefore be irrelevant with respect to the Beneficiaries, since at that time, the Beneficiaries will be precluded from converting the Units into Shares, the as Allocation of the Units is deferred to a later time that is far removed from the Unit Allocation Date.

In addition to the foregoing, it should be noted that the Beneficiaries must comply with the provisions on the abuse of inside information provided for by the applicable laws and regulations, specifically with reference to transactions for the disposal of the Shares, which may be subject to Attribution upon the fulfilment of the terms and conditions set out in the Plan.

4. THE CHARACTERISTICS OF THE ALLOCATED SECURITIES

4.1 Description of the forms of the Plan's structure

The Plan provides for the Beneficiaries identified by the Board of Directors to be allocated Units free of charge, consisting in the right to the free Attribution of Shares by the Company if the Performance Objectives are achieved. In the sole case of the CEO and Chairman of the Board of Directors and of the Executive Director, the Attribution of Shares is also subject to the occurrence of the Trigger Event.

The Units to be allocated to the Beneficiaries are set at a total number of 500,000 (five hundred thousand) and are allocated to each of the Beneficiaries as follows:

Name of the Beneficiary	Number of Units allocated to the Beneficiary
Andrea Sasso (CEO and Chairman of the Board of Directors)	322,500
Giorgio Gobbi (Executive Director)	107,500
Alberto Bortolin (Chief Financial Officer)	28,700
Mirco Cervi (Chief Digital Officer & Digital Transformation Manager)	21,700
Marella Moretti (Corporate Development & IR)	19,600

Manager)	
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The Beneficiaries will be notified by the Company of the Allocation of Units by means of the Attribution Letter.

Subject to the Company's receipt of the Unit Attribution Letter duly initialled and signed in acceptance by the Beneficiary, the Units pertaining to each Beneficiary are deemed to be allocated to the Beneficiary retroactively to the Unit Attribution Date.

The signing of the Attribution Letter implies the Beneficiary's full and unconditional acceptance of all the provisions, terms and conditions set out and governed by the Regulation and the Plan.

Units are allocated personally to each Beneficiary and may not be transferred by *inter vivos* deed, be subject to a lien, or be the subject of any other act of disposal on any basis whatsoever.

Each Unit entitles the Beneficiary – subject to the achievement of the Performance Objectives and, in the case of the CEO and Chairman of the Board of Directors and of the Executive Director, also to the occurrence of the Trigger Event – to receive one Attributed Share.

The Attributed Shares have regular dividend entitlement and, therefore, the rights attached to them accrue to each Beneficiary from the moment when he/she becomes the holder of the Shares.

4.2 Indication of the period of the Plan's actual implementation with reference also to any different cycles that may be envisaged

The Unit Allocation will be performed by the Board of Directors, after hearing the opinion of the Hiring, Human Resources, and Remuneration Committee, no later than 30 (thirty) Business Days from the date of the Shareholders' Meeting approving the Plan.

The Plan has a multi-year duration and includes an initial period, defined as the Vesting Period, at the end of which the Board of Directors will verify whether the Performance Objectives have been achieved and – for the purpose of assessing the right to the Attribution of the Shares for the CEO and Chairman of the Board of Directors and by the Executive Director - the occurrence of the Trigger Event as well.

The number of Attributable Shares will be determined, on the basis of the Units assigned, according to the Performance Objectives achieved, as determined by the Board of Directors. In the case of the CEO and Chairman of the Board of Directors and the Executive Director, the Attribution of Shares is also subject to the occurrence of the Trigger Event.

For more information on the Performance Objectives, please refer to Section 4.5 below.

As of the date on which the Company has notified the Beneficiaries of the achievement of one or more of the Performance Objectives and the number of Units that have consequently accrued, the Beneficiaries may request the Attribution of all or part of the Attributable Shares (depending on how many and which Performance Objectives have been achieved), by submitting, in one or more instalments, to the Company the Exercise Schedules duly filled in and signed. In particular:

- (a) until 31 December 2029, each of the Beneficiaries may request the Attribution of up to a maximum number of Shares equal to 50% (fifty percent) of the total number of Shares Attributable to them;
- (b) from 1 January 2030 to 31 December 2030, each of the Beneficiaries may request the Attribution of up to the total number of Attributable Shares for which the Beneficiary has not requested Attribution during the financial year 2029 pursuant to (a) above.

No later than the 10th (tenth) Business Day following the receipt of the Exercise Schedule, the

Beneficiary will be notified of the amount to be received by the Company to meet any tax and/or social security obligations. The Company will determine tax and/or social security obligations in accordance with the regulatory, social security and tax laws in force at any given time, as interpreted by the Company.

As an alternative to the transfer of the Attributable Shares, the Company – at the sole discretion of the Board of Directors, even solely for accounting purposes – may, for all or part of the Shares Requested, make a Cash Settlement.

Following the Attribution of the Shares, the Lock-Up as better described in Section 4.6 below will apply.

4.3 Termination of the Plan

The Plan will last from the date of its approval by the Shareholders' Meeting until 31 December 2030, i.e., the last date by which the Exercise Schedules must be received by the Company, under penalty of their inadmissibility.

4.4 Maximum number of financial securities, even in the form of options, allocated in each financial year in relation to the identified individuals or to the indicated categories

The total number of Units that may be allocated to the Beneficiaries in performance of the Plan is equal to 500,000 (five hundred thousand) and their allocation will be made by the Board of Directors, after hearing the opinion of the Hiring, Human Resources, and Remuneration Committee, no later than 30 (thirty) Business Days from the date of the Shareholders' Meeting approving the Plan.

In any case, the Beneficiary is entitled, if the conditions are met, to be attributed a number of Shares less than or equal to, and in any case never greater than, the number of Units allocated to him/her, subject to the achievement of the Performance Objectives and – solely in the case of the CEO and Chairman of the Board of Directors and the Executive Director – subject to the occurrence of the Trigger Event as well.

4.5 The Plan's implementation procedures and clauses, specifying whether the actual allocation of the securities is subject to the occurrence of conditions or the achievement of certain results, including performance results; description of these conditions and results

Upon receipt of an Allocation Letter, the Beneficiaries interested in participating in the Plan must send the Company the Allocation Letter and the Regulation, duly filled out, signed, and initialled on each page as a sign of full and unconditional acceptance, by the 8th (eighth) Business Day following receipt of the Allocation Letter, under penalty of forfeiting their right to participate in the Plan.

Units are deemed assigned – regardless of the date of delivery to the Company of the Allocation Letter signed in acceptance – retroactively to the Unit Allocation Date. For the purposes of the date of receipt by the Company, the date of the signature affixed by the Company by way of receipt on the Allocation Letter delivered by the Beneficiary will be decisive.

The signing of the Allocation Letter implies the Beneficiary's full acceptance of all the provisions, terms and conditions set out and governed by the Plan and the Regulation.

The number of Attributable Shares will be determined, on the basis of the Units assigned, according to the Performance Objectives actually achieved.

In particular:

- the failure to achieve any of the Performance Objectives will not entail the vesting of the Units, leading to their extinction and therefore the inability to proceed to the Attribution of the Shares;
- the achievement of the Pro Forma Revenue Performance Objective will result in the Attribution of a number of Shares equal to 20% (twenty per cent) of the allocated Units;
- the achievement of the EBITDA Margin Performance Objective will result in the Attribution of a number of Shares equal to 30% (thirty percent) of the Units allocated;
- the achievement of the NFP/EBITDA Performance Objective will result in the Attribution of a number of Shares equal to 30% (thirty percent) of the Units allocated;
- the achievement of the ESG Performance Objective will result in the Attribution of a number of Shares equal to 20% (twenty percent) of the Units allocated.

For the sake of clarity, a table summarising the Performance Objectives is provided below:

Performance Objectives	% Units accrued vs. Units allocated
Pro Forma Revenue Performance Objective	20%
EBITDA Margin Performance Objective	30%
NFP/EBITDA Performance Objective	30%
ESG Performance Objective	20%

If one or more of the Performance Objectives have been achieved, the Company will notify the Beneficiaries by means of the Notice of Achievement of the Performance Objectives. This notice will indicate the number of Units accrued, and the Beneficiaries may request the Attribution of all or part of the Attributable Shares by sending the Company the Exercise Schedules, duly completed and signed, within the terms indicated in Section 4.2 above.

Given that the Attribution of the Shares to the CEO and Chairman of the Board of Directors and to the Executive Director is also subject to the occurrence of the Trigger Event, the Notice of Achievement of the Performance Objectives sent to them will also indicate whether or not the Trigger Event has occurred. For the sake of clarity, it should be noted that the Attribution of Shares to Key Employees is not conditional on the occurrence of the Trigger Event.

Any rounding off that may be necessary due to the existence of fractions will be made downwards; therefore, the Beneficiary, regardless of the size of the fraction, will be entitled, subject to all the other conditions provided for, to one Share less.

4.6 Indication of any restrictions on the availability of the allocated securities or of the securities resulting from the exercise of the options, with particular reference to the terms within which the subsequent transfer to the same company or to third parties is permitted or prohibited

The Shares Requested will be subject, directly or indirectly, to a lock-up, as further described below (the "**Lock Up**").

The Beneficiaries will be obliged to hold a number of Shares equal to at least 40% (forty percent) of the Shares subject to Delivery for 2 (two) years from the Share Delivery Date.

If, on the Delivery Date, the Beneficiary already holds Shares, the Beneficiary may give evidence thereof to the Company and such Shares will be counted for the purpose of verifying the

Beneficiary's compliance with the Lock Up obligations.

If the Company opts for the Cash Settlement, the Beneficiaries will be obliged to reinvest 40% (forty percent) of the net proceeds received by purchasing Shares on the market and to provide appropriate evidence of this purchase to the Company within 10 (ten) Business Days from the Delivery Date.

If the Beneficiary already holds Shares on the Delivery Date, the Beneficiary may notify the Company thereof and the amount to be reinvested will be reduced by an amount equal to the number of Shares held by the Beneficiary on the Delivery Date, multiplied by the market price of the Shares on the day preceding the Delivery Date, down to zero.

4.7 Description of any termination conditions in relation to the allocation of the plans if the recipients carry out hedging transactions that neutralise any prohibitions on the sale of the financial securities allocated, including in the form of options, or of the financial securities resulting from the exercise of such Shares

Not applicable.

4.8 Description of the effects of the termination of the employment relationship

A change by the Beneficiary of his or her organisational position within the Company will not have any effect under the Plan; the Beneficiary will therefore retain, *mutatis mutandis*, all the rights attributed to him or her under the Plan and the Regulation.

Similarly, in the event of transfer of the Relationship to another Group company and/or in the event of termination of the Relationship and simultaneous establishment of a new Relationship within the Group, the Beneficiary will retain, *mutatis mutandis*, all the rights attributed to him or her under the Plan and the Regulation.

The Beneficiary will permanently lose the right to convert the allocated Units into Shares in the following cases:

- (a) if, during or after the Vesting Period, the Key Employee's employment terminates for reasons other than: (i) voluntary resignation of the Employee followed by application for retirement benefits; (ii) dismissal without just cause or without objective justification; or (iii) illness or impediment resulting in the Employee's inability to perform the Employment Relationship on a continuous basis;
- (b) if, during or after the Vesting Period, the Administrative Relationship of the CEO and Chairman of the Board of Directors or of the Executive Director ends for reasons other than: (i) revocation without Just Cause or (ii) expiry of the legal term of appointment and non-renewal of the term of office or (iii) illness or impediment resulting in the Beneficiary's inability to perform the Administrative Relationship on a continuous basis;
- (c) if they are subject to Disciplinary Sanctions or have Disciplinary Proceedings in progress.

Therefore, purely by way of example and without limitation, the Beneficiaries will definitively lose the right to convert the allocated Units into Shares if they have notified the Company of their wish to terminate the Relationship (except in cases of voluntary resignation by the Key Employee followed by a request for retirement benefits), or if they have agreed to a consensual termination of the Relationship with the Company.

In the event of the initiation of a Disciplinary Proceeding against a Beneficiary, the Beneficiary's right to the Attribution or the Delivery of the Shares will be suspended from the moment of the sending to the Beneficiary of a disciplinary notice pursuant to the applicable legal and contractual provisions and until (i) the receipt of the notice announcing the relevant Disciplinary Sanction; (ii) the Company's sending of the notice of the non-imposition of any Disciplinary Sanction, in which

case, the Beneficiaries will be entitled to convert the Allocated Unites into Shares. This is without prejudice to the right of the Board of Directors to regulate particular cases in the Regulation.

In the event of the death of the Beneficiary, the Beneficiary's right to the Attribution or Delivery of the Shares will accrue, in proportion to the period during which the Relationship was carried out during the Vesting Period, to those entitled thereto under the applicable succession law, subject to the obligations, terms and conditions set forth in the Regulation, and provided that these entitled persons prove, by appropriate and valid documentation, their status and succession rights as well as the date and place of the opening of the succession.

4.9 Indication of other possible causes of the Plan's cancellation

Without prejudice to the preceding Sections, there are no grounds for the Plan's cancellation. However, in the event that, before the Plan's Expiry Date:

- (i) the listing of the Shares on the Euronext Milan Market organised and managed by Borsa Italiana S.p.A. is revoked (also known as a "delisting"); or
- (ii) there is a Change of Control of the Company;

the Beneficiaries will be entitled, by sending written notice to the Company, to convert in advance all or part (and at their discretion) of the Units allocated to them, in the ratio of one Share for each Unit, irrespective of the actual achievement of the Performance Objectives and – in relation to the CEO and Chairman of the Board of Directors and the Executive Director – of the occurrence of the Trigger Event, and even if the Units have not at that time become convertible into Shares according to the applicable provisions of the Regulation. Therefore, if one of the above-mentioned events occur: (i) the Units may be converted into Shares as of the 1st (first) Business Day following the date on which any such event has occurred and (ii) the Company will in any event provide written notice of such an event to the Beneficiaries without delay, in any event no later than the 3rd (third) Business Day thereafter.

4.10 Reasons for the potential provision for a "redemption" by the Company of the financial securities included in the Plan pursuant to Articles 2357 *et seq.* of the Civil Code; beneficiaries of the redemption, indicating whether it is intended only for particular categories of employees; effects of the termination of employment on this redemption

The Company is entitled to revoke the Attribution of the Shares and thus to obtain the return of the Shares previously attributed to the Beneficiaries if, after the Attribution, it becomes apparent that one or more of the Performance Objectives:

- were verified by the Board of Directors on the basis of data that have proven to be manifestly incorrect;
- one or more Beneficiaries have been found to engage in fraudulent or grossly negligent conduct to the detriment of the Company or detrimental to its interests.

4.11 Any loans or other facilities intended to be granted for the purchase of the Shares pursuant to Article 2358 of the Civil Code

There are no loans or facilities to enable the Beneficiaries to purchase the Shares pursuant to Article 2358 of the Civil Code.

4.12 Indication of valuations of the expected burden for the Company at the date of the relevant allocation, as determinable on the basis of the terms and conditions already

defined, by total amount and in relation to each security in the Plan

Considering that each Unit entitles the Beneficiary to be attributed, under the terms and conditions set forth in this Plan, only one Share, the maximum number of Shares that the Company may be required to attribute to the Beneficiaries – unless the Cash Settlement is exercised – will be 500,000 (five hundred thousand).

It is not possible at this time to quantify the maximum expected charge for the Company at the date of the relative attribution of the Attributable Shares, as this depends on many factors, including:

- solely with regard to the CEO and Chairman of the Board of Directors and the Executive Director, the actual occurrence of the Trigger Event;
- the number of Performance Objectives achieved;
- the absence of circumstances – as set out in Section 4.8 above – that would result in the loss of the Beneficiary's right to receive the Attribution of the Shares;
- the number of Shares requested by the Beneficiaries.

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

Should only treasury shares of the Company be used to implement the Plan, there will be no dilutive effects on the Company's share capital.

If, on the other hand, newly issued shares are used to perform the Plan, including those pursuant to Article 2349 of the Italian Civil Code, this would result in a dilution of the Company's shareholders' equity interests. If the entire Plan is performed with an Attribution of newly issued Shares, the maximum dilution for the Company's shareholders, assuming no further capital increases, would be 1.82% of the current share capital.

4.14 Possible limits on the exercise of voting rights and the allocation of economic rights

The Attributed Shares will have regular dividend entitlement and, therefore, the relevant Beneficiaries will be entitled to the attached economic rights from the moment when the Beneficiary becomes the holder thereof. There are no limits on the exercise of voting rights.

4.15 In the event that the Shares are not traded on regulated markets, any information useful for an accurate assessment of their value

The Shares are traded on the Euronext Milan Market organised and managed by Borsa Italiana S.p.A.; therefore this section is not applicable.

4.16 Number of financial securities underlying each option

Since this Plan does not involve the granting of stock options, Sections 4.16 to 4.23 do not apply.

4.17 Expiry of options

Not applicable.

4.18 Mode (American/European), timing (e.g. valid periods for exercise) and exercise clause (e.g. knock-in and knock-out clauses)

Not applicable.

4.19 Exercise price of the option or the methods and criteria for its determination, with particular regard to: a) the formula for calculating the exercise price in relation to a given market price (also known as the “fair market value”) (e.g. an exercise price equal to 90%, 100% or 110% of the market price), and b) the methods for determining the market price used as a reference for determining the exercise price (e.g. the last price on the day prior to the Attribution, average for the day, average of the last 30 days, etc.)

Not applicable.

4.20 Reasons for the difference between the strike price and the market price determined as indicated in Section 4.19 (fair market value)

Not applicable.

4.21 Criteria on the basis of which different exercise prices are envisaged between different entities or different categories of recipients

Not applicable.

4.22 If the financial securities underlying the options are not traded on regulated markets, indication of the value attributable to the underlying securities or the criteria for determining that value

Not applicable.

4.23 Criteria for adjustments rendered necessary as a result of extraordinary capital transactions and other transactions involving changes in the number of underlying securities (capital increases, extraordinary dividends, regrouping and splitting of underlying shares, mergers and demergers, conversion into other classes of shares, etc.)

Not applicable.

4.24 Share issuers will attach the attached Table No. 1 to the Information Document

The information set forth in Table No. 1 of Schedule 7 of Annex 3A of the Issuers' Regulation, if applicable, will be provided, at any given time, pursuant to Article 84-*bis*, paragraph 5, subparagraph a) of the Issuers' Regulation.

The table inserted on the following page lists the information set forth in Section 2, Box 1 of the table in Schedule 7 of Annex 3A of the Issuers' Regulation, based on the information already in the possession of the Board of Directors at the date of preparation of this Information Document. The table will be further supplemented once the remaining information becomes available, and it will be made available in accordance with the terms and conditions set out in Article 84-*bis*, para. 5, subparagraph a) of the Issuers' Regulation.

SECURITIES OTHER THAN STOCK OPTIONS								
NEWLY ALLOCATED SECURITIES BASED ON THE BOARD OF DIRECTORS' DECISION TO PROPOSE TO THE SHAREHOLDERS' MEETING								
Full name or category	Position (to be indicated only for persons reported by name)	Date of the relevant meeting resolution ¹	Type of financial securities	Number of financial securities allocated	Date of allocation	Possible purchase price of securities	Allocation market price	Vesting Period
Andrea Sasso	CEO and Chairman of the Board of Directors	22 April 2024	Units, consisting of the right to the Attribution of free Shares of Italian Design Brands S.p.A. by the Company if the Trigger Event occurs and one or more of the Performance Objectives are achieved	322,500 ²	information not available	free of charge	information not available	From the date of allocation of Units until the calendar day of the date of approval by the Board of Directors of the Company's draft financial statements for the financial year ending 31 December 2028 ³
Giorgio Gobbi	Executive Director	22 April 2024	Units, consisting of the right	107,500	information not	not applicable	information not	From the date of allocation of Units

¹ The date of the shareholders' meeting convened to approve the Plan has been provisionally included at the proposal of the Company's Board of Directors.

² Where 'information not available' is indicated in the table, this means that the information is not available at the date of preparation of this Information Document. Once the information is available, it will be made available in the manner and within the time limits set forth in Art. 84-bis para. 5 subparagraph a) of the Issuers' Regulation.

³ It is further specified that at the end of the Vesting Period, subject to the achievement of the Performance Objectives and – for the CEO and Chairman of the Board of Directors and for the Executive Director – also subject to the occurrence of the Trigger Event, the Beneficiaries may (a) until 31 December 2029 request an Attribution up to a maximum number of Shares equal to 50% (fifty percent) of the total number of Attributable Shares to them and (b) from January 1, 2030 to December 31, 2030, each of the Beneficiaries may request the Attribution up to the total number of Attributable Shares for which the Beneficiary has not requested Attribution during the financial year 2029 pursuant to point (a) above.

			to the Attribution of free Shares of Italian Design Brands S.p.A. by the Company if the Trigger Event occurs and one or more of the Performance Objectives are achieved		available		available	until the calendar day of the date of approval by the Board of Directors of the Company's draft financial statements for the financial year ending 31 December 2028
Alberto Bortolin	Chief Financial Officer	22 April 2024	Units, consisting of the right to the Attribution of free Shares of Italian Design Brands S.p.A. by the Company if one or more of the Performance Objectives are achieved	28,700	information not available	not applicable	information not available	From the date of allocation of Units until the calendar day of the date of approval by the Board of Directors of the Company's draft financial statements for the financial year ending 31 December 2028
Mirco Cervi	Chief Digital Officer & Digital Transformation Manager	22 April 2024	Units, consisting of the right to the Attribution of free Shares of Italian Design	21,700	information not available	not applicable	information not available	From the date of allocation of Units until the calendar day of the date of approval by the

			Brands S.p.A. by the Company if one or more of the Performance Objectives are achieved					Board of Directors of the Company's draft financial statements for the financial year ending 31 December 2028
Marella Moretti	Corporate Development & IR Manager	22 April 2024	Units, consisting of the right to the Attribution of free Shares of Italian Design Brands S.p.A. by the Company if one or more of the Performance Objectives are achieved	19,600	information not available	not applicable	information not available	From the date of allocation of Units until the calendar day of the date of approval by the Board of Directors of the Company's draft financial statements for the financial year ending 31 December 2028