

BOARD OF DIRECTORS' REPORTS ON THE PROPOSALS ON THE AGENDA OF THE ORDINARY AND EXTRAORDINARY SHAREHOLDERS' MEETING

Report on item 4 on the Agenda of the Ordinary Shareholders' Meeting and related resolution proposal.

Approval of the long-term incentive plan based on financial instruments named "2026-2028 Performance Share Plan", related and consequent resolutions pursuant to Article 114-bis of Legislative Decree No. 58 of 24 February 1998.

Dear Shareholders,

With reference to the fourth item on the agenda, you have been convened at the Shareholders' Meeting to discuss and resolve on the approval, pursuant to Article 114-bis of Legislative Decree No. 58/1998, as subsequently amended and supplemented (the "*Consolidated Financial Act*" or "**TUF**"), of the incentive and retention plan named "2026–2028 Performance Share Plan" (hereinafter the "**Plan**"), based on the free-of-charge allocation to senior management¹ and middle management of Recordati S.p.A. (the "**Company**" or "**Recordati**") and of the companies directly or indirectly controlled by it (the "**Subsidiaries**"), of rights (the "**Rights**") to receive ordinary shares of the Company subject to the achievement of certain performance conditions, based on the proposal formulated by the Board of Directors on 19 March 2026, taking into account the proposal of the Remuneration and Nominations Committee of 12 March 2026.

More specifically, the Plan is addressed to:

- (i) the Chief Executive Officer;
- (ii) the Executive Directors (with individual operating powers);
- (iii) executives with strategic responsibilities (key management personnel);
- (iv) other selected managers and key resources who contribute significantly to the achievement of the Group's strategic objectives.

The Plan is fully consistent with the 2026 Remuneration Policy submitted to the binding vote of the Shareholders' Meeting and constitutes its main medium-long term incentive instrument.

In particular, the Plan: (i) strengthens the alignment between management and shareholders; (ii) consolidates the centrality of sustainable value creation over time; (iii) ensures a clear functional separation between short-term incentives (STI) and medium-long term incentives (LTI); (iv) structurally integrates the strategic priorities of the 2025–2027 Business Plan.

The 2026–2028 Plan represents an evolution of the previous 2023–2025 Performance Share Plan and takes into account: (i) the outcomes of benchmarking analyses conducted with the support of leading independent advisors; (ii) systematic comparison with the main international peers in the sector; (iii) constructive dialogue sessions with institutional investors and proxy advisors; (iv) emerging best practices in remuneration governance.

¹ It is understood that the category of "senior management" includes (i) the Chief Executive Officer of Recordati and the Executive Directors, meaning the directors to whom individual operating powers are assigned, as well as (ii) Group executives identified by the Board or the Chief Executive Officer of Recordati as executives with strategic responsibilities (key management personnel).

The update of the Plan therefore responds to a structured process of review and continuous improvement, aimed at strengthening its incentive effectiveness and transparency.

The Plan maintains an equity-based structure, of a rolling nature, with three annual cycles and three-year vesting, and introduces some qualifying evolutions.

Among the **main developments** is the introduction of a new KPI called "Innovation", with a weight of 20%, aimed at measuring over a three-year period the revenues generated by products launched by Recordati – at group level - in the five years prior to the start of the performance period. This KPI: (i) is closely connected to the strategic priorities of the 2025–2027 Business Plan; (ii) incentivises the growth and development of the product portfolio; (iii) strengthens the link between remuneration and the Group's ability to generate value through innovation and pipeline.

The inclusion of the Innovation KPI therefore makes the Plan more aligned with the long-term strategy and growth sustainability.

In the new Plan, the structure of indicators has also been revised in order to reduce the potential overlap between short-term objectives (STI) and medium-long term objectives (LTI), a criticality highlighted with reference to the previous cycle. This intervention improves the overall coherence of the incentive system and strengthens the integrity of the remuneration framework.

The Plan provides for three annual cycles of Rights allocation, with vesting subject to a three-year vesting period and the achievement of four independent KPIs (Relative Total Shareholder Return (40%), Cumulated Adjusted Net Income (20%), Cumulated Net Revenues (20%), Innovation KPI (20%)). The maximum payout remains set at 175% of the Rights allocated, in line with market best practices.

For the Chief Executive Officer and executives with strategic responsibilities (key management personnel), a 24-month lock-up restriction on shares is confirmed, as an additional retention safeguard and alignment with shareholders.

The Plan incorporates strengthened governance safeguards: (i) prohibition of discretionary ex post improvements to KPIs; (ii) Value-preservation adjustment principle in case of extraordinary events; (iii) application of malus and claw-back mechanisms; (iv) overall cap on payout; (v) regulation in case of delisting. These elements ensure that the Plan preserves its economic balance and its consistency with the corporate interest.

The maximum number of Rights that may be allocated in each Cycle will be determined by the Board of Directors and communicated pursuant to Article 84-bis, paragraph 5, letter a), of the Issuers' Regulation. As of the date of this Report, taking into account the value of the Recordati share, it is estimated that the maximum number of Rights that may be allocated in the first Cycle is approximately 600,000; in the event of over performance, such Rights may vest up to a maximum of 175%. In any case, the aggregate maximum number of Shares that may be assigned under the Plan across all three Grant Cycles shall not exceed 5% of the Company's share capital.

The Shares to service the Plan may be purchased on the market and/or derive from treasury shares or from any capital increases resolved in accordance with the law.

For detailed information regarding the beneficiaries, implementation methods, performance conditions, adjustment mechanisms and governance safeguards of the Plan, please refer to the Information Document prepared pursuant to Article 84-bis of the Issuers' Regulation and attached to this Report.

* * *

In light of the foregoing, we propose that you adopt the following resolutions:

"The Ordinary Shareholders' Meeting of Recordati S.p.A.,

- having reviewed the explanatory report of the Board of Directors regarding the incentive plan named "2026–2028 Performance Share Plan" (the "**Plan**");
- having examined the Information Document prepared pursuant to Article 84-bis of Consob Regulation No. 11971/1999, as subsequently amended and supplemented;
- having regard to Article 114-bis of Legislative Decree No. 58 of 24 February 1998, as subsequently amended and supplemented (the "**TUF**"),

resolves

- to approve, pursuant to and for the purposes of Article 114-bis of the TUF, the establishment of the financial instrument-based incentive plan named "2026–2028 Performance Share Plan", having the characteristics (including conditions, implementation requirements and governance mechanisms) set out in the Information Document attached to the Explanatory Report of the Board of Directors;

- to grant to the Board of Directors, with the power to sub-delegate to the Chief Executive Officer and, where appropriate, to other members thereof, all powers necessary or appropriate to implement the Plan and, in particular, by way of example and without limitation:

- to identify the beneficiaries of the Plan;
- to determine the number of rights to be allocated to each beneficiary in each annual cycle;
- to proceed with the relevant allocations;
- to establish the terms, methods and conditions for implementing the Plan;
- to perform any act, task, formality and communication that may be necessary or appropriate for the management and/or implementation of the Plan;

it being understood that any decision relating to and/or concerning the allocation of rights to beneficiaries who are also directors of the Company, as well as any other decision relating to and/or concerning the management and/or implementation of the Plan with respect to them, shall remain the exclusive responsibility of the Board of Directors acting collectively;

- to grant to the Board of Directors the authority to adopt the Plan Regulations and to make any amendments and/or additions thereto that may become necessary or appropriate, within the limits and in accordance with the criteria set out in the Report and the Information Document, in compliance with applicable regulations and the Remuneration Policy in force from time to time.

Milan, 19 March 2026

For the Board of Directors
The Chairman
Andrea Recordati

DOCUMENT INFORMATION RELATING TO PLAN OF PERFORMANCE SHARES 2026-2028 OF RECORDATI S.p.A.

(prepared pursuant to art. 84-bis of the Issuers' Regulation adopted by CONSOB with resolution no.11971 of 14 May 1999 and subsequent amendments and additions)

Definitions

For the purposes of the present information document, the terms below indicated have the meaning attributed to them below:

"Acceptance Date" indicates the date on which the Beneficiary accepts the Grant Letter, constituting a condition for the effectiveness of the granting of the Rights with respect to the same.

"Assessment Date" means, for each Grant Cycle, the date on which the Board of Directors, after hearing the Committee, verifies the level of achievement of the Performance Conditions and determines the number of Vested Rights.

"Assignment Date" indicates the date on which the Shares corresponding to the Vested Rights are assigned to the Beneficiaries pursuant to the Plan.

"Beneficiary/ies" means the Recipient(s) to whom the Rights have actually been granted within a specific Grant Cycle pursuant to the Plan, who are members of the *senior management*¹ and of the *middle management* of the Company or the Subsidiaries, namely (i) the Chief Executive Officer of Recordati, (ii) the Executive Directors, (iii) the managers with strategic responsibilities and (iv) the employees and the individuals with relationships equivalent to employment relationships or who are permanently assigned to roles of particular importance and contribute significantly to achieving the Group's results.

"Board" or "Board of Directors" means the Board of Directors of Recordati.

"CEO" means the Chief Executive Officer of Recordati. **"Executive Directors"** means, for the sole purposes of this Plan, the Directors of Recordati to whom individual executive powers have been granted by the Board.

"Committee" means the Remuneration and Nominations Committee of Recordati.

"Cumulative Adjusted Net Income" means the Group "Adjusted Net Income" as determined on the basis of the *Group* budget for the three financial years within the Performance Period, on a cumulative basis.

"Cumulated Net Revenues" means the Group's net revenues as set out in the approved Group budget for the three financial years within the Performance Period, on a cumulative basis.

"Delisting" means the launch of a public tender or exchange offer pursuant to Articles 102 et seq. of the TUF aimed at the removal of the Shares from listing on Euronext Milan, or that may result in such removal, as well as the adoption of resolutions or the execution of transactions that may result, directly or indirectly, in such removal.

"Grant Cycles" means the three annual cycles for the granting of Rights provided for by the Plan (2026, 2027 and 2028).

"Grant Date" means the date on which the Board resolves to grant the Rights within each Cycle, constituting the reference date for determining the Performance Period, the Vesting Period and the Performance Conditions.

"Grant Letter" means the individual notice by which the granting of the Rights is notified to the Beneficiary.

"Information Document" means this information document prepared pursuant to art. 84-bis of the Issuers' Regulation and in line with the indications contained in Schedule 7 of Annex 3A of the Issuers' Regulation.

¹ For the purposes of this Information Document, "senior management" shall include: (i) the Chief Executive Officer of Recordati and the Executive Directors; and (ii) the Group executives identified by the Board of Directors or by the Chief Executive Officer of Recordati as executives with strategic responsibilities.

“Information Document Date” means the date of approval of this Information Document by the Board of Directors, *i.e.* March 19, 2026

“Innovation Target” or **“Innovation KPI”** indicates the KPI aimed at measuring the revenues generated by an identified list of products, defined by the Board of Directors at the beginning of each Performance Period, consistent with the Group’s strategic plan.

“Issuers’ Regulation” means the Regulation issued by Consob by resolution no. 11971 of 1999 (as subsequently amended) on issuers.

“Performance Conditions” or **“KPI”** jointly means:

- (i) the *Relative Total Shareholder Return* (“rTSR”), with a weight of 40%;
- (ii) the *Cumulated Adjusted Net Income*, with a weight of 20%;
- (iii) the *Cumulated Net Revenues*, with a weight of 20%;
- (iv) the *Innovation Target* (Innovation KPI), with a weight of 20%, as defined and governed by the Plan Rules in line with the description herewith.

“Performance Period” means, for each Cycle, the period of three consecutive financial years including the financial year in which the Grant Date falls and the two subsequent financial years (for the first cycle: 2026–2028).

“Plan” means the incentive plan named “2026–2028 Performance Share Plan”, submitted for approval to the Shareholders’ Meeting of 29 April 2026.

“Recipients” means the individuals identified pursuant to the Rules as eligible to participate in one or more Grant Cycles under the Plan and therefore potential recipients of the Rights, who become Beneficiaries only following the resolution of allotment.

“Recordati” or **“Company”** or **“Issuer”** means Recordati S.p.A.

“Recordati Group” or **“Group”** means Recordati, the Subsidiaries and affiliates.

“Rights” means the right granted free of charge to the Beneficiary to receive, also free of charge, a number of Shares determined based on the implementation of the Plan with respect to the Vested Rights.

“Shares” means the ordinary shares of Recordati, with a par value of €0.125 each.

“Shareholders’ Meeting” means the Shareholders’ Meeting of Recordati.

“Subsidiaries” means the companies controlled, directly or indirectly, by Recordati pursuant to Art. 93 of the TUF or that are qualifying as subsidiaries in accordance with the applicable accounting standards from time to time or included within the consolidation perimeter.

“rTSR” means the *“Relative Total Shareholders Return”* of the Shares (*i.e.* the total return for the shareholder, by adding to the increase in the share price, over a given time interval, the effect of dividends per share paid in the same period) calculated as indicated in paragraph 2.2, against a predefined panel of comparable companies.

“TUF” means Legislative Decree of 24 February 1998, No. 58, as subsequently amended and supplemented.

“Vested Rights” means the Rights that have vested for the purposes and effects of the Plan at the end of the Vesting Period on the basis of the verified level of achievement of the applicable Performance Conditions.

“Vesting Period” means, for each Cycle, the period between the Grant Date and the Assessment Date, and in any case no later than the third anniversary of the Grant Date. The Vesting Period relating to each Cycle begins to run from the Date of Grant and ends on the Assessment Date or, in the event that the Assessment Date occurs before the third anniversary of such Grant Date, on the date of such third anniversary.

Preamble

This Information Document concerns the proposal to adopt the **“2026–2028 Performance Share Plan”** (the **“Plan”**) approved by the Board of Directors of RECORDATI INDUSTRIA CHIMICA E

FARMACEUTICA S.p.A. (the “**Company**” or “**Recordati**”) on 19 March 2026, on the proposal of the Remuneration and Nominations Committee which met on 12 March 2026, and is drafted pursuant to Art. 84-bis of the Issuers’ Regulation.

The aforementioned proposal for the adoption of the Plan is submitted for the approval of the Company’s ordinary Shareholders’ Meeting convened for **29 April 2026**.

As of the date of this Information Document, the proposal to adopt the Plan has not yet been approved by the Shareholders’ Meeting. Therefore:

- (i) this Information Document is drafted exclusively on the basis of the content of the proposal to adopt the Plan approved by the Board of Directors on 19 March 2026;
- (ii) any reference to the Plan contained in this Information Document shall be understood as referring to the proposal to adopt the Plan itself.

1. Recipients

1.1 Nominal indication of the recipients who are members of the Board of Directors, of the parent companies and of the subsidiaries

1.2 Categories of employees or collaborators of the issuer and of the subsidiaries

As of the date of the Information Document, the Plan has not yet been approved by the Shareholders’ Meeting.

Pursuant to the Rules of the Plan, the Rights may be granted:

- to the CEO of the Company (as of the date of this document Mr. Robert Koremans);
- to the Executive Directors, that is, the members of the Board of Directors to whom executive powers are granted by the Board (as of the date of this document there are no further Executive Directors²);
- to managers with strategic responsibilities;
- to other employees or individuals who have with the Company or its subsidiaries an employment relationship, a collaboration, or another substantially equivalent relationship, stably assigned to roles of particular strategic relevance and who contribute significantly to the achievement of the Group’s results.

The identification of the Beneficiaries and the number of Rights to be granted to each of them will take place:

- by resolution of the Board of Directors, on the proposal of the Committee, with regard to the CEO and any Executive Directors;
- by resolution of the CEO, after consulting the Committee, with regard to the other Beneficiaries.

Persons who hold corporate offices in Group companies and who are also employees or collaborators of the Company or its subsidiaries participate in the Plan by virtue of the organizational or professional relationship and not by virtue of any corporate office they may hold. Participation in the Plan therefore does not derive from the mere holding of a corporate office, but is connected to the organizational role held within the Group. No differentiated treatment is envisaged based on the

² For the sake of clarity, directors Mr. Giampiero Mazza and Ms. Cathrin Petty are not included among the Recipients of the Plan, as they have been identified by the Board of Directors as executive directors pursuant to the Corporate Governance Code by virtue of holding managerial positions within companies of the controlling shareholder, but no individual operational powers have been granted to them.

holding of corporate offices.

It should be noted that the Plan can be classified as a “particular relevance” plan pursuant to Article 114-bis, paragraph 3, of the TUF and Article 84-bis, paragraph 2, of the Issuers’ Regulations, since the potential Beneficiaries include: the Chief Executive Officer; the Executive Directors; other managers with strategic responsibilities.

1.3 Name indication of the subjects belonging to the following groups

a) General managers of the issuer of financial instruments

Not applicable

b) Other executives with strategic responsibilities of the issuer of financial instruments that is not classified as “smaller in size”, pursuant to Article 3, paragraph 1, letter f), of Regulation no. 17221 of 12 March 2010, in the event that they have received during the fiscal year total compensation (obtained by adding monetary compensation and compensation based on financial instruments) greater than the highest total compensation among those attributed to the members of the board of directors, or the management board, and to the general managers of the financial instruments issuer

Not applicable

c) Natural persons controlling the issuer shares, who are employees or who provide collaboration activities in the issuer shares

Not applicable

1.4 Description and indication numerical, separate by categories:

a) Executives with strategic responsibilities other than those indicated under lett. b) of paragraph 1.3.

As of the Date of the Information Document, the Plan has not yet been approved by the Shareholders’ Meeting and the identification by name of the Beneficiaries has not yet been carried out.

Among the potential Beneficiaries are the executives with strategic responsibilities of the Company and its subsidiaries, identified by the Board of Directors or by the Chief Executive Officer. As of the Date of the Information Document, the Board of Directors has identified three other executives with strategic responsibility, one of which is of a subsidiary.

b) “Smaller” company, pursuant to Article 3, paragraph 1, lett. f), of Regulation no. 17221 of 12 March 2010, the indication in aggregate of all the executives with strategic responsibilities of the issuer of financial instruments

Not applicable.

c) any other categories of employees or collaborators for whom differentiated features of the plan have been provided (for example, executives, middle managers, employees, etc.).

A lock-up restriction applies exclusively to Beneficiaries who are the CEO and executives with strategic responsibilities, under the terms set out in the Plan (i.e., they must retain 50% of the Shares assigned to them, net of those required to cover tax obligations, for a period of 24 months from the Assignment Date).

2. The reasons underlying the adoption of the plan

2.1 The objectives that are intended to be achieved through the implementation of the plans.

2.1.1 Additional information.

The Company, in line with internationally widespread practices regarding long-term variable

remuneration, believes that the Plan, based on the free allocation of rights to receive shares (*performance shares*) and structured through annual grant cycles, with vesting subject to a *vesting* period of three years and the achievement of specific *performance* conditions measured on a cumulative basis in the relevant *Performance Period*, constitutes an effective long-term incentive mechanism aimed at attracting, motivating and retaining senior management by directly linking the long-term variable component of overall remuneration for the Beneficiaries to objective and predetermined parameters such as the effective achievement of economic-financial results, the creation of new sustainable value for shareholders, the capacity for industrial innovation and the appreciation of the Shares' market price.

The Plan is fully aligned with the 2026 Remuneration Policy submitted to the binding vote of the Shareholders' Meeting and constitutes its main incentive instrument for the medium to long term.

The decision to confirm a plan based on performance shares – instead of option instruments – is indeed consistent with the objective of promoting sustainable growth over time in value for shareholders, ensuring a structural alignment between the interests of *management* and the interests of the shareholder base, in line with the principles and recommendations of the *Corporate Governance*, the objectives set out in Recordati's three-year business plans and with the Remuneration Policy submitted for approval to the Shareholders' Meeting for the relevant financial year.

In particular, the Plan pursues the following objectives:

(i) incentivize the commitment of the *senior* and *middle management* of the Group, through an instrument of direct participation in the share capital and the economic results of the Group, strengthening alignment with the shareholders;

(ii) ensure the sustainable achievement of the Group's strategic objectives in the medium to long term, through cumulative economic-financial indicators and a KPI specifically dedicated to innovation;

(iii) increase the incentivization and retention of the Group's key managers, also through the introduction of a *lock-up*, applicable exclusively to the CEO and executives with strategic responsibilities, for a period of 24 months following the allocation of the shares.

The number of Rights granted to each Beneficiary is determined, for each Grant Cycle, as a percentage of base compensation, taking into account the role and responsibilities held within the Group, market *benchmarks* and consistency with corporate strategic objectives.

The Plan enters into force following the approval of the Shareholders' Meeting convened for 29 April 2026 and may provide for up to three annual Grant Cycles (2026, 2027 and 2028), each subject to a *vesting* period of three years starting from the relevant Grant Date.

It is believed that the combination of a *vesting* period of three years, cumulative performance conditions, a maximum *payout* and a *lock-up* for top positions constitutes a setup consistent with the long-term incentive and retention objectives of the *management* pursued by the Plan.

2.2 Key variables, including performance indicators considered for the purposes of granting plans based on financial instruments.

2.2.1 Additional information.

The vesting of the Rights that may be granted in each Grant Cycle is subject, for all Beneficiaries, to the achievement of specific multi-year objectives during the three-year period constituting the Performance Period.

More specifically, the Plan provides that the Rights granted to the Beneficiary in each Grant Cycle

vest depending on the level of achievement, in the three financial years included in the Performance Period, of the following Performance Conditions (KPIs), weighted as follows:

- (i) *rTSR*, calculated with respect to a predefined panel of comparable companies, with a weight of 40%;
- (ii) the Group's Adjusted Net Income accumulated over the three-year Performance Period, with a weight of 20%;
- (iii) the Group's Net Revenues accumulated over the three-year Performance Period, with a weight of 20%;
- (iv) *Innovation KPI*, measured on the basis of the revenues generated during the Performance Period by products launched by the Group in the last five years prior to the start of the performance period, with a weight of 20%.

For the economic-financial indicators, the results are measured against the Budget on a like-for-like basis; in the event of extraordinary transactions not envisaged in the Budget (such as acquisitions, *in-licensing*, geographical expansions or new indications), the Board may adjust the targets solely to ensure comparability, without altering the original structure and economic value of the Plan.

The TSR is calculated with the following formula

$$\text{TSR} = \frac{(\text{Price at end of Performance Period} - \text{Price at beginning of Performance Period}) + \text{Dividends distributed during the period}}{\text{Price at beginning of Performance Period}}$$

The Company's TSR thus calculated will be compared to the one calculated for the relevant Performance Period for a panel of "peer" companies. The Performance Conditions are verified on the Assessment Date by the Board of Directors, after consulting the Committee.

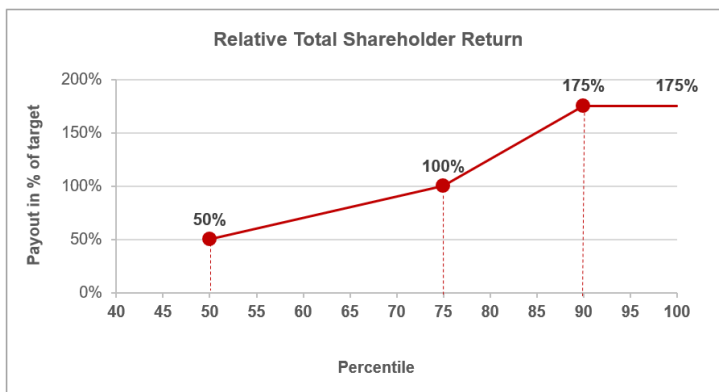
The maximum number of Vested Rights (and therefore of Shares to be allocated) is equal to 175% of the Rights granted, without prejudice to compliance with the weights indicated above.

The KPIs are independent of each other; therefore, failure to achieve one or more indicators does not preclude the proportional vesting of the Rights with reference to the other KPIs achieved.

For each KPI, specific *payout* curves are envisaged with linear interpolation between minimum threshold, target and maximum level, described below.

(i) rTSR (weight 40%)

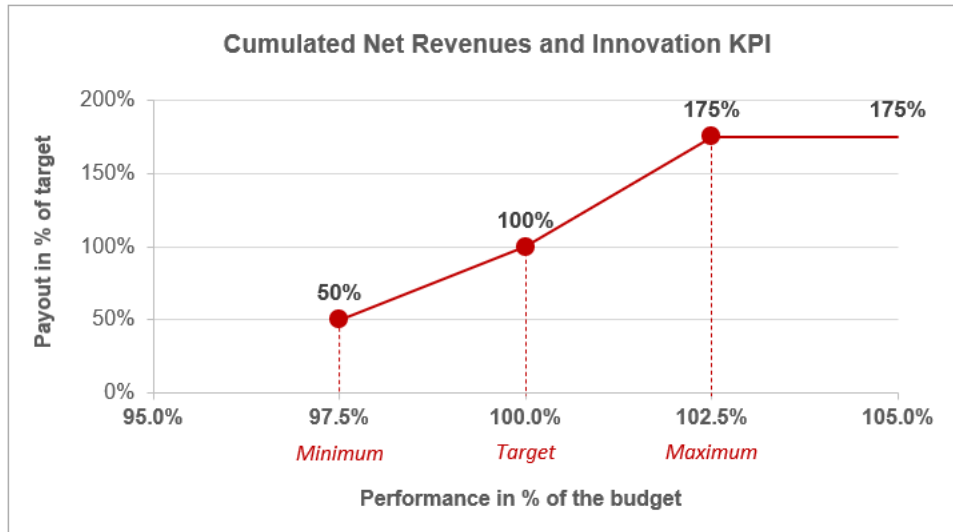
The rTSR is measured applying the following payout curve:



(ii) Cumulative Net Revenues (weight 20%)

At the end of the Performance Period, the achievement of the *target* three-year cumulative Budget is verified.

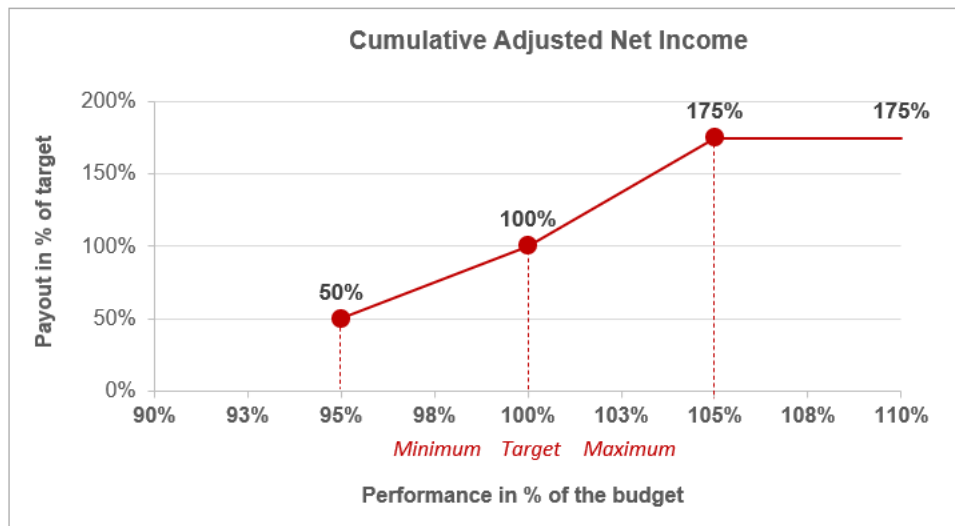
The *payout* curve is as follows:



(iii) Cumulative Adjusted Net Income (weight 20%)

Verification takes place on the three-year cumulative value compared to the Budget.

The *payout* curve is as follows:



(iv) Innovation KPI (weight 20%)

The Innovation KPI measures Cumulative Revenues attributable to products launched in the five years prior to the start of the Performance Period and included in an 'Innovation Product List'. A "product launch" shall include, inter alia (i) the launch of a new, in-licensed or an acquired product;

(ii) the launch of a new therapeutic indication for an existing product; and (iii) the launch of an existing product in a new geographical market.

The payout curve for the Innovation KPI is identical to the Cumulated Group Revenues, shared under point (ii) (minimum – target – maximum with linear interpolation), without prejudice to the overall cap of 175%.

The target and the related minimum/maximum levels are determined by the Board, having consulted the Committee, before the start of the Performance Period, on the basis of the Budget, strategic plan and objective criteria for the inclusion of products.

2.3 Elements underlying the determination of the amount of compensation based on financial instruments, that is, the criteria for its determination.

2.3.1 Additional information.

The number of Rights if any assigned to the Beneficiaries in each Granting Cycle is related to the company's organizational structure and is determined taking into account, in addition to the importance of the organizational position held by the Beneficiaries concerned, the market benchmark, as well as the Company's interest in calibrating their long-term incentivization within the Company's strategies.

To define the relevance of the different organizational positions held by the *managers* concerned, compensation surveys conducted by leading consulting firms are used. The Company's different organizational positions are compared with positions of similar sizes and complexity in the different compensation surveys.

More precisely, the number of Rights to be granted to each Beneficiary in each Cycle will be determined as a percentage of the Beneficiary's base salary, taking into account the significance of the role performed within the Group, the relevant market benchmarks and the Company's strategic long-term incentive policy.

The number of Rights will be calculated by reference to the arithmetic average of the official market prices of the Shares recorded on each trading day during the one-month period preceding the Grant Date.

2.4 The reasons for any decision to implement compensation plans based on financial instruments other than those issued by the Company, including instruments issued by subsidiaries, parent companies or other entities within the Group; and, where such instruments are not admitted to trading on a regulated market, the criteria adopted for determining their value.

Not applicable.

2.5 Assessments regarding significant tax and accounting implications that affected the definition of the plans.

There are no significant tax or accounting implications that affected the definition of the Plan.

The Plan constitutes an incentive plan based on the Issuer's financial instruments, with possible cash settlement on a residual basis in the cases provided for by the Plan Rules, and is therefore subject to the accounting treatment provided for by the applicable standards (including IFRS 2), without this having affected the substantive structure of the Plan itself.

2.6 Any support of the plan by the Special Fund for the promotion of employee participation in enterprises, referred to in Article 4, paragraph 112, of Law of 24 December 2003, No. 350.

The Plan does not benefit from nor is it supported by the Special Fund for the promotion of employee participation in enterprises referred to in Article 4, paragraph 112, of the Law of 24 December 2003, No. 350.

3. Approval of procedure and timing of assignment of the instruments

3.1 Scope of the powers and functions delegated by the shareholders' meeting to the board of directors for the implementation of the plan.

3.2 Identification of the persons appointed for the administration of the plan and their roles and responsibilities.

The adoption of the Plan is subject, pursuant to art. 114-*bis* of the TUF, to the approval of the Company's ordinary Shareholders' Meeting convened for 29 April 2026 in a single call.

The Plan Rules were approved by the Board of Directors on 19 March 2026, on the proposal of the Remuneration and Nominations Committee of 12 March 2026, and are subject to shareholders' approval.

It is proposed to the Shareholders' Meeting to delegate the implementation and administration of the Plan to the Board of Directors, with the power of sub-delegation within the limits permitted by law, it being understood that:

- the identification of the Beneficiaries and the determination of the number of Rights to be assigned to the CEO and the Executive Directors is the responsibility of the Board, on the proposal of the Committee;
- the identification of the other Beneficiaries and the determination of the related Rights is carried out by the CEO, after consulting the Committee;
- any decision relating to the directors of the Company remains reserved to the Board in a collegial form.

The Board is responsible for the implementation and administration of the Plan, with the advisory support of the Committee within the scope of its responsibilities.

The operational administration of the Plan is entrusted to the Group Human Resources Department, with the support of the Treasury and the Legal & Corporate Affairs Department.

The Company may also entrust, in whole or in part, the administrative management of the Plan to an external equity plan administrator or to another party specialized in the operational management of long-term incentive plans.

Without prejudice to the competence of the Shareholders' Meeting pursuant to art. 114-*bis* of the TUF and art. 19 of the Rules, the Board may make changes or adjustments to the Plan within the limits set out in the Rules themselves, provided that such changes:

- do not constitute material changes such as to require a new shareholders' approval;
- do not materially alter the economic structure of the Plan in favor of the Beneficiaries;

In the event of extraordinary events that significantly affect the comparability of performance or the share capital, the Board, having heard the Committee, may adopt the necessary adjustments to preserve the original economic rationale of the Plan, in compliance with the principles of fairness, consistency and regulatory compliance.

It is understood that any resolution will be adopted in compliance with the rules governing

transactions with related parties, where applicable.

3.3 Any existing procedures for the review of the plans also in relation to any changes in the basic objectives.

Any substantial amendments to the Plan that may become necessary will be submitted to the approval of the Shareholders' Meeting, pursuant to art. 114-bis of the TUF, where required by the applicable regulations.

Without prejudice to the competence of the Shareholders' Meeting at any time to amend, supplement, or terminate the Plan (it being understood that the amendments, supplements to, or the termination of the Plan, as well as amendments to the content of the Rights, may not prejudice the rights in the meantime accrued by the Beneficiaries under the Plan) and in any case in the instances established by law, the Board of Directors, after consulting the Remuneration and Nomination Committee, may make to the Plan the amendments deemed necessary or appropriate in order to:

- (i) make the Plan compliant with the applicable regulations or any subsequent legislative or regulatory changes;
- (ii) preserve, within the limits permitted by law, the original economic-incentive purpose of the Plan in the presence of extraordinary transactions or events that significantly affect the capital structure, the Shares, the Group's scope, or the assumptions for performance comparability;
- (iii) make technical or interpretative adjustments that do not entail a substantial modification of the Plan pursuant to art. 114-bis of the TUF.

In particular, in the event of capital transactions consolidations or splits, mergers, demergers, acquisitions, disposals of business units, or other extraordinary events capable of affecting the comparability of results with respect to the original Budget or the KPI benchmark parameters, the Board may proceed with appropriate adjustments (including making further grants to new Beneficiaries or modifying the number of Rights already granted to the Beneficiaries, adjusting the performance indicators or the vesting schedule) in compliance with the following principles:

- fairness and economic neutrality for the Beneficiaries;
- preservation of the incentive and retention purpose of the Plan;
- compliance with the applicable regulations and the current Remuneration Policy.

Any resolution of the Board regarding amendments or adjustments will be adopted in compliance with the applicable rules on related-party transactions, where relevant.

3.4 Description of the methods through which to determine the availability and the allocation of the financial instruments on which the plans are based (for example: free allocation of shares, capital increases with exclusion of pre-emptive rights, purchase and sale of treasury shares).

The Plan concerns the free allocation of Rights that grant the Beneficiaries the right to receive, free of charge, a number of Shares of the Company determined based on the number of Rights that will vest (the so-called "**Vested Rights**") at the end of the relevant Vesting Period, subject to the achievement of the Performance Conditions provided for each Grant Cycle.

Each Right grants, in the event of vesting, the right to receive no. 1 Share (ratio 1:1), it being understood that the total number of Vested Rights may range from 0% to a maximum of 175% of the Rights originally granted, depending on the level of achievement of the KPIs.

The maximum number of Rights that can be granted in each Grant Cycle is determined by the Board of Directors and is communicated pursuant to art. 84-bis, paragraph 5, letter a), of the Issuers' Regulation.

The Shares serving the Plan may: (i) be purchased on the market by the Company and/or come from treasury shares held in the portfolio; and/or (ii) be issued following one or more capital increases

resolved by the extraordinary Shareholders' Meeting pursuant to the applicable legislation. The allocation of the Shares to the Beneficiaries will take place following the vesting of the Rights, in the terms and in the manner set out in the Plan Rules.

If, for legal or operational reasons, the physical delivery of the Shares is not possible or is not deemed appropriate by the Board of Directors, the Company reserves the right to pay, in place of the Shares, an amount in cash (the "**Cash Amount**") determined in accordance with the provisions of the Plan Rules.

The vesting and allocation of the Shares shall in any case be subject to the malus and claw-back mechanisms provided for by the Plan.

3.5 The role played by each director in determining the characteristics of the aforementioned plans; any recurrence of situations of conflicts of interest on the part of the directors concerned.

The main features of the Plan were developed by the Remuneration and Nomination Committee, which submitted the related proposal to the Board of Directors.

The Plan was approved by the Board of Directors on 19 March 2026, on the proposal of the Committee that met on 12 March 2026, and was submitted for approval to the Shareholders' Meeting of 29 April 2026 pursuant to art. 114-bis of the TUF.

When determining the Beneficiaries and the number of Rights to be assigned:

- with reference to the CEO and the Executive Directors, the resolution is adopted by the Board of Directors on the proposal of the Committee;
- with reference to the other Beneficiaries, the determination is made by the CEO, subject to the Committee's opinion.

The beneficiaries concerned do not participate in the resolutions relating to their own allocation, in accordance with the principles on conflicts of interest and related party transactions.

3.6 For the purposes of what is required by art. 84-bis, paragraph 1, the date of the decision made by the body competent to propose the approval of the plans to the shareholders' meeting and of any proposal of the remuneration committee, if any.

On March 19, 2026, the Board of Directors resolved to propose the approval of the "2026–2028 Performance Share Plan" to the Shareholders' Meeting.

3.7 For the purposes of what is required by art. 84-bis, paragraph 5, lett. a) the date of the decision made by the competent body regarding the allocation of the instruments and any proposal to the aforementioned body made by any remuneration committee.

As of the date of this Information Document (19 March 2026), the Plan has not yet been approved by the Shareholders' Meeting convened for 29 April 2026. Therefore, the individual Beneficiaries have not yet been identified, nor have the individual allocations of the Rights within the first Grant Cycle been resolved.

Decisions relating to the allocation of the Rights to the Beneficiaries will be made after the shareholders' approval of the Plan, in accordance with the Plan Rules.

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

The official price of Recordati ordinary shares (official price recorded on Euronext Milan) on the date:

- 12 March 2026 (date of the Committee's proposal): € 46.54;
- 19 March 2026 (date of the Board of Directors' resolution and the Information Document Date): € 44.48,

is reported in this Information Document on the basis of the official market data recorded on those dates.

3.9 In the case of plans based on financial instruments traded on regulated markets, under what terms and according to what methods the issuer takes into account, in the context of the identification of the timing of the allocation of the instruments in implementation of the plans, of the possible temporal coincidence between:

- i) said allocation or any decisions taken in this regard by the remuneration committee, and**
- ii) the dissemination of any inside information within the meaning of Art. 17 of the Regulation (EU) No. 596/2014; for example, in the case in which such information is:**
 - a. not already public and suitable to positively influence market prices, or**
 - b. already published and suitable to negatively influence market prices.**

Pursuant to the Plan, the Rights are granted free of charge on the Grant Date resolved by the Board of Directors. The Rights, once vested at the end of the relevant Vesting Period and following verification of the level of achievement of the Performance Conditions, entitle the holder to the free allocation of the Shares on the relevant Assignment Date.

For the Beneficiaries subject to the provisions of art. 19 of Regulation (EU) No. 596/2014 (MAR), if the Assignment Date falls within a so-called "closed period", as identified in the Company's internal procedure, the allocation of the Shares will take place on the day following the expiration of the relevant closed period.

With regard to the tax obligations connected to the allocation of the Shares, the Plan provides for the implementation of a so-called "sell to cover" mechanism, consisting of the sale of a number of Shares sufficient to cover the tax, social security and welfare charges borne by the Beneficiary. The operating procedures of this mechanism will be defined by the Company in accordance with the applicable legislation.

If, on the Assignment Date, the Beneficiary is included in an Insider List or is in possession of inside information pursuant to art. 7 MAR, the sale of the Shares under the sell to cover mechanism may, at the Company's discretion: (i) be suspended until the restrictive situation ceases; or (ii) be replaced by a request for cash payment of the amounts due by way of taxation; or (iii) be settled by payment of an amount in cash determined pursuant to the Plan Rules for cases in which the physical allocation of the shares is not possible.

It remains understood that the allocation of the Shares does not grant the Beneficiary any right of enjoyment prior to the relevant Assignment Date and that the Company, as already specified, in cases of legal or operational impossibility of delivering the Shares, may pay a Cash Amount, determined according to the criteria provided by the Plan.

4. The characteristics of the instruments granted

4.1 The description of the forms in which the plans of compensation based on financial instruments are structured; for example, indicate whether the plan is based on the granting of: financial instruments (so-called *granting of restricted stock*); of the increase in value of such instruments (so-called *phantom stock*); of option rights that allow the subsequent purchase of the financial instruments (so-called *option grant*) with settlement by physical delivery (so-called *stock option*) or for cash based on a differential (so-called *stock appreciation right*).

The Plan provides for the free allocation to the Beneficiaries of rights (the "**Rights**") that grant the right to receive, also free of charge, a number of Shares of the Company subject to:

- upon the lapse of the relevant Vesting Period; and
- upon the achievement of the Performance Conditions provided for the relevant Grant Cycle, as verified by the Board of Directors, after hearing the Committee.

Each Right, once it has become a “Vested Right”, grants the Beneficiary the right to receive no. 1 Share (ratio 1:1), it being understood that the total number of Vested Rights may vary between 0% and 175% of the Rights granted, depending on the level of achievement of the KPIs.

The Rights are granted free of charge, are personal and non-transferable inter vivos and do not confer any administrative or economic rights until the Share Assignment Date.

The Plan does not provide for the recognition of dividend equivalents in relation to Rights not yet vested.

In place of and in substitution for the physical allocation of the Shares – exclusively in cases where delivery of the Shares is not legally or operationally possible, or in other particular cases determined by the Board, on the proposal of the Committee – the Company reserves the right to pay the Beneficiary the Cash Amount.

The Cash Amount will be determined, on an exceptional basis, on the basis of the arithmetic average of the official prices of the Shares recorded on the regulated market on the trading days of the month preceding the Assessment Date. If the Shares are no longer listed on Euronext Milan, the Cash Amount will be determined on the basis of the normal value of the Shares pursuant to art. 9 of Presidential Decree of 22 December 1986, no. 917.

With regard to the so-called “sell to cover” mechanism aimed at meeting the tax burdens connected to the allocation of the Shares, reference is made to the previous paragraph 3.9.

4.2 The indication of the period of effective implementation of the plan with reference also to any different cycles provided.

4.3 The term of the plan.

The Plan governs the Rights granted as of the date of approval of the Plan by the Shareholders’ Meeting (April 29, 2026) and will remain in force until completion of the last Grant Cycle.

During the term of the Plan, the Board of Directors, subject to the opinion of the Committee, may resolve up to three (3) annual assignment cycles, relating to fiscal years 2026, 2027 and 2028.

For each Grant Cycle:

- the Rights are granted on the date of the relevant resolution of the Board of Directors (so-called “**Grant Date**”);
- the Performance Period coincides with the three (3) consecutive fiscal years including the fiscal year in which the Grant Date falls and the two subsequent fiscal years;
- the Vesting Period runs from the Grant Date and ends on the relevant Assessment Date and, in any case, no later than the third anniversary of the Grant Date.

Therefore, for the 2026 cycle, the Performance Period will be 2026–2028; similarly, for the 2027 and 2028 cycles, the Performance Period will include the three-year periods 2027–2029 and 2028–2030, respectively.

At the end of the Vesting Period of each cycle, the Board of Directors, after obtaining the opinion of the Committee, verifies the degree of achievement of the Performance Conditions and determines the number of Vested Rights, which entitle the holder to the allocation of the Shares according to the operating rules set out in the Plan Rules, subject to the limitations applicable pursuant to the MAR.

The Plan is considered definitively concluded upon completion of the last cycle and the related phase of allocation of the Shares.

The Shares assigned following the vesting of the Rights carry full dividend and voting rights from the relevant Assignment Date and confer the rights provided for by the by-laws and the applicable regulations starting from the relevant Assignment Date.

The Plan provides that, if after the Grant Date a change of control occurs pursuant to Art. 93 of the TUF resulting in the Delisting of the Shares, such event shall constitute a cause for acceleration of the vesting of Rights not yet vested at the date of the event, provided that the Relationship with the Beneficiary is in effect on that date.

In such case, the Rights shall be deemed to have vested early according to equitable criteria determined by the Board of Directors, having heard the Committee, and the Shares shall be assigned in advance at a ratio of 1 Share for each Vested Right.

Alternatively, in cases where the physical assignment of the Shares is not possible or not permitted, the Company may pay a Cash Amount, determined in accordance with the Rules of the Plan.

4.4 The maximum number of financial instruments including in the form of options, granted in each fiscal year in relation to the specifically identified individuals or the indicated categories.

The maximum number of Rights that may be granted under the Plan in each Grant Cycle is determined by the Board of Directors and disclosed to the market pursuant to art. 84-bis, paragraph 5, letter a), of the Issuers' Regulation, as well as in accordance with the laws and regulations from time to time applicable.

As of the date of this Report and taking into account the value of the Recordati's share as at the same date, it is estimated that the maximum number of Rights that will be assignable in the first Cycle will be equal to around 600,000. In any case, the aggregate maximum number of Shares that may be assigned under the Plan across all three Grant Cycles shall not exceed 5% of the Company's share capital.

Each Right grants the Beneficiary the right to receive no. 1 Share for each Right vested (ratio 1:1).

In any case, the maximum number of Vested Rights for each Grant Cycle may not exceed 175% of the Rights granted, depending on the level of achievement of the Performance Conditions provided for by the Plan.

4.5 The methods and clauses for implementing the plan, specifying whether the actual granting of the instruments is subject to the occurrence of conditions or to the achievement of certain results, including in terms of *performance*; description of such conditions and results.

With regard to the methods and clauses for implementing the Plan, reference is made to what is provided in the individual points of this Information Document and, in particular, to the previous paragraphs 2.2, 4.2 and 4.3.

4.6 The indication of any constraints on availability encumbering on the instruments granted or on the instruments 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 Rights are granted on a personal basis and may not be transferred, assigned, pledged, subject to hedging transactions or otherwise the subject of acts of disposition, direct or indirect, inter vivos.

Pursuant to art. 18 of the Plan Rules, any violation of the prohibition on transfer or hedging results in the automatic forfeiture of the Rights concerned, including any Rights already vested.

The Rights grant exclusively to the Beneficiary – or, in the cases provided for by the Rules, to his/her heirs or the legal representative in case of incapacity – the right to receive a number of Shares corresponding to the Vested Rights, subject to the occurrence of the conditions set out in the Plan.

Pursuant to art. 12 of the Rules, a lock-up restriction applies to the Shares assigned to Beneficiaries

who are the Chief Executive Officer (CEO) or executives with strategic responsibilities. In particular, such Beneficiaries are required to continuously hold a number of Shares equal to 50% of the Shares remaining after the sale of those necessary to cover the payment of tax, social security and welfare charges related to the assignment (the "Relevant Shares"), for a period of twenty-four (24) months starting from the relevant Assignment Date.

During the lock-up period, the Relevant Shares may not be sold, contributed, exchanged, transferred, pledged, assigned or otherwise disposed inter vivos, nor be the subject of hedging transactions or derivative instruments having an equivalent economic effect, unless previously authorized in writing by the Board of Directors, after hearing the Committee.

The lock-up restriction is solely for retention purposes and is not relevant for the purposes and effects of art. 122 of the TUF.

It is understood that:

- the lock-up restriction does not apply to any Cash Amount;
- the lock-up restriction ends on the date of termination of the Relationship.

4.7 The description of any termination conditions in relation to the allocation of the plans in the event that the recipients carry out *hedging* transactions that make it possible to neutralize any prohibitions on the sale of the assigned financial instruments, including in the form of options, or of the financial instruments resulting from the exercise of such options.

See what is indicated in the previous paragraph. The application of the malus and claw-back mechanisms referred to in Art. 20 of the Rules remains unaffected, where the conditions are met.

4.8 The description of the effects determined by the termination of the relationship with the Company or with a subsidiary.

The Plan provides that, unless otherwise determined:

- by the Board of Directors, after consulting the Committee, with reference to the Chief Executive Officer, the Executive Directors and the other executives with strategic responsibilities;
- or by the Chairman of the Committee, for the other Beneficiaries,

the termination of the Relationship (meaning any employment relationship, directorship, or other comparable relationship as defined in the Rules) shall produce the effects indicated below.

(a) Termination

In the event of a termination of the Relationship for any reason different from retirement, death or permanent disability, all Rights not yet vested as of the termination date shall be deemed automatically forfeited, unless specifically approved by the Board or the Chairperson of the Committee depending of the role of the Beneficiary.

(b) Rights already vested

If, as of the termination date, there are Rights already vested but not yet granted, the Beneficiary retains the right to receive the corresponding Shares.

Any lock-up restriction that may apply ceases on the date of termination of the Relationship.

(c) Retirement

In the event of termination due to retirement during the Performance Period, the Rights not yet vested will vest on a pro rata temporis basis, in proportion to the part of the Performance Period actually elapsed at the termination date relative to the overall duration of the Performance Period. The final number of Shares will be determined on the relevant Assessment Date by applying the actual level of achievement of the Performance Conditions.

No lock-up applies.

(d) Death or permanent disability

In the event of death or permanent disability during the Performance Period:

- the Rights already assigned on the date of termination of the employment relationship shall be deemed to be immediately Vested Rights and the heirs of the Beneficiary, in the event of death, or his representative, in cases of permanent disability, shall have the right to receive the corresponding shares;
- the lock-up does not apply.

(e) Other causes

In the event of termination for reasons other than those indicated above, the Board (or the competent person pursuant to the Rules in the case of Beneficiaries other than the CEO) may, at its discretion and in the presence of objectively justified circumstances, decide on the vesting – in full or pro rata – of Rights not yet vested. The final number of Shares will be determined on the relevant Assessment Date by applying the actual level of achievement of the Performance Conditions.

(f) Intragroup transfer

The transfer of the Beneficiary from the Company to another Subsidiary of the Group does not constitute termination of the Relationship for the purposes of the Plan.

(g) Change of control of the Subsidiary

The sale to third parties of the Subsidiary or of the business unit where the Beneficiary operates, on the other hand, constitutes a case of termination pursuant to the Rules.

(h) Re-assignment of Rights

The Rights that become available following termination of the Relationship may be reassigned to other Beneficiaries in the first financial year of the relevant Vesting Period, in accordance with the procedures provided for by the Rules.

4.9 The indication of other any grounds for cancellation of the plans.

In addition to what is set out in the previous paragraph 4.8 with reference to the effects of the Termination of the Relationship, the Plan does not provide for any further grounds for its automatic cancellation.

In any case, the application of the malus and claw-back mechanisms referred to in paragraph 4.10 below remains unaffected, as do the other cases of forfeiture provided for by the Rules in the event of a breach of the prohibition on transferring the Rights or of conduct relevant pursuant to Article 14 (Protection of Privileged Information).

4.10 The reasons relating to any provision for a “redemption”, by the company, of the instruments financial subject of the plans, ordered pursuant to Articles 2357 and et seq. of the civil code; the beneficiaries of the redemption indicating whether the same is intended only for particular categories of employees; the effects of the termination of the employment relationship on said redemption.

The Plan does not provide for redemption clauses by the Company pursuant to Articles 2357 et seq. of the Civil Code.

The Plan instead provides for mechanisms of malus and claw-back, pursuant to Article 20 of the Rules. In particular, the Company reserves the right:

- (a) to revoke, in whole or in part, the allocation of the Rights or Vested Rights (so-called “Malus”); and/or
- (b) to obtain the return, in whole or in part, of the Shares allocated to the Beneficiary, net of a number of Shares of value corresponding to the tax, social security and welfare charges actually borne by the Beneficiary in relation to the allocation (so-called “Claw-back”),

within five (5) years from the relevant Assignment Date and regardless of whether the Relationship with the Beneficiary is still in place or has terminated.

Such measures may be exercised if any of the following events occur:

- (i) fraudulent conduct and/or conduct characterized by willful misconduct or gross negligence by the Beneficiary to the detriment of the Group;
- (ii) serious and intentional violations of the law and/or of the Code of Ethics and/or of the applicable company regulations;
- (iii) vesting of the Rights or allocation of the Shares on the basis of data subsequently found to be manifestly incorrect or intentionally altered.

If the Shares have already been sold, the Company shall be entitled to obtain from the Beneficiary the return of the realization value, net of the taxes, social security and welfare charges actually incurred, including by means of set-off with any remuneration and/or severance entitlements, where permitted by the applicable regulations.

The operating procedures for the exercise of the malus and claw-back are determined by the Board of Directors, having consulted the Committee, and communicated to the Beneficiaries.

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 Civil Code.

Not applicable.

4.12 The indication of assessments of the expected burden for the company at the date of the related allocation, as determinable on the basis of terms and conditions already defined, for the total amount and in relation to each instrument of the plan.

The total expected cost for the Company in relation to the Plan cannot be determined precisely as of the date of this Information Document, as it depends primarily on the number of Rights that will actually be granted in each Grant Cycle.

The cost will be determined, for each Grant Cycle, on the basis of the fair value of the Rights at the Grant Date and recognized in accordance with the applicable accounting standards (IFRS 2 – Share-based Payments), taking into account the probability of achieving the Performance Conditions and the actual number of Vested Rights.

4.13 The indication of the possible dilutive effects on the capital determined by the plans of compensation.

The Plan may be implemented through (i) ordinary treasury shares of the Company purchased on the market and/or already held in the portfolio, without any dilutive effect on the share capital, and/or (ii) newly issued shares deriving from one or more capital increases resolved by the extraordinary shareholders' meeting in accordance with applicable law.

In the latter case, any dilutive effect will depend on the number of newly issued shares actually assigned and will be disclosed in accordance with the applicable legal and regulatory provisions at the time of the relevant resolutions and implementation of such capital increases.

In any case, the aggregate maximum number of Shares that may be assigned under the Plan across all three Grant Cycles shall not exceed 5% of the Company's share capital.

4.14 Any limits provided for the exercise of the right to vote and for the allocation of economic rights.

No limits are envisaged on the exercise of voting rights or on the attribution of economic rights on the shares allotted, which will have regular enjoyment from the date of effective allotment.

It is understood that the Beneficiaries do not accrue any voting or economic rights with reference to the Rights before the date of allotment of the shares, nor is the recognition of dividend equivalent

on shares not yet assigned envisaged.

4.15 In the event that the shares are not traded on regulated markets, all useful information for a complete assessment of the value attributable to them.

Not applicable, since the Company's ordinary shares are traded on Euronext Milan.

4.16 Number of financial instruments underlying each option.

4.17 Maturity of the options.

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

4.19 The exercise price of the option or the methods and the criteria for its determination, with particular regard to:

a) the formula for calculating the exercise price in relation to a given market price (so-called *fair market value*) (for example: exercise price equal to 90%, 100% or 110% of the market price), and
b) the methods for determining the market price taken as a reference for determining the exercise price (for example: last price of the day prior to the grant, daily average, average of the last 30 days, etc.).

4.20 In the event that the exercise price is not equal to the market price determined as indicated in point 4.19.b (*fair market value*), reasons for such difference.

4.21 Criteria on the basis of which different exercise prices are envisaged among various recipients or various categories of recipients.

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

4.23 Criteria for the adjustments made necessary as a result of extraordinary capital transactions and other transactions that involve a change in the number of underlying instruments (capital increases, extraordinary dividends, consolidation and split of the underlying shares, merger and demerger, conversion transactions into other categories of shares, etc.).

The Paragraphs 4.16-4.23 do not apply as the Plan is not a stock *option*.

4.24 Plans of compensation based on financial instruments (table)

The information required by Table no. 1 provided for by paragraph 4.24 of Schedule 7 of Annex 3A to the Issuers' Regulation will be provided within the terms and in the manner referred to in art. 84-bis, paragraph 5, letter a), of the Issuers' Regulation.