

CAMPARI GROUP

Daide Campari-Milano N.V.

Official seat: Amsterdam, The Netherlands - CCI no. 78502934

Corporate address: Via F. Sacchetti, 20 - 20099 Sesto San Giovanni (MI) - Italia

Share Capital composed of ordinary shares €11,616,000.00

Tax code and VAT number: 06672120158

Corporate website: <https://www.camparigroup.com>

INFORMATION DOCUMENT

concerning the

EMPLOYEE SHARE OWNERSHIP PLAN

of

DAVIDE CAMPARI-MILANO N.V.

**drafted in accordance with article 84-bis of the Regulation no. 11971 approved by
CONSOB with resolution of 14th May 1999, as subsequently amended and
supplemented**

Sesto San Giovanni, 18 February 2021

INDEX

INTRODUCTION	3
DEFINITIONS.....	4
1. RECIPIENTS.....	7
2. REASONS UNDERLYING THE ADOPTION OF THE PLAN.....	9
3. APPROVAL PROCESS AND TIMING FOR THE ASSIGNMENT OF INSTRUMENTS 11	
4. CHARACTERISTICS OF THE ASSIGNED INSTRUMENTS	14

INTRODUCTION

This Information Document aims at providing the shareholders of the Company with information on the Plan pursuant to article 114-*bis* of the Consolidated Financial Act, and article 84-*bis* of the Issuers' Regulation. In particular, this Information Document is drafted in accordance with the scheme 7 of Annex 3A of the Issuers' Regulation.

The Plan is deemed of “*particular importance*” under article 114-*bis*, paragraph 3, of the Consolidated Financial Act and article 84-*bis*, paragraph 2, of the Issuers' Regulation as it is addressed to all Group's employees (including employees who are members of the Subsidiaries' management bodies).

In particular, subject to the terms and conditions set forth below and in the Plan Rules, the key features of the Plan are as follows:

1. during each Contribution Period, the relevant Participant will contribute a certain amount to the Plan Administrator, by means of payroll deductions or by any other means yet to be determined (s.c. Individual Contribution);
2. at the end of each Contribution Period, the Plan Administrator, on behalf of the relevant Participant, will purchase on the market Shares of Company using the amount previously contributed (s.c. Purchased Shares);
3. simultaneously with such purchases, the Company will grant the relevant Participant a number of Rights to receive, for free, additional Campari's Shares (s.c. Matching Shares);
4. at the end of the Vesting Period, should the Vesting Conditions be met, the Rights will automatically convert into Matching Shares (on the basis of the ratio 1 Right : 1 Matching Share) and the Company will allocate them to the relevant Participant.

The enrollment into the Plan is voluntary.

The approval of the Plan, pursuant to Article 114-*bis* of the Consolidated Financial Act has to be resolved upon by the Shareholders' Meeting to be held on 8th April 2021. Therefore,

- (i) this Information Document has been drafted exclusively on the basis of the proposal for adoption of the Plan approved by the Board of Directors on 18th February 2021; and
- (ii) every reference made to the Plan contained herein shall be intended as made to the Plan the approval of which is submitted to the resolution of the Shareholders' meeting.

This Information Document is publicly available at the Company's corporate address in Sesto San Giovanni (MI), via Franco Sacchetti n. 20, on Company's website (www.camparigroup.com) as well as in the authorized storage system (www.linio.it).

DEFINITIONS

Unless otherwise provided, in this Information Document the following capitalized terms shall have the meaning set out below (it being understood that the terms and expressions indicated in the masculine are intended also as feminine and the terms and expressions indicated in the singular will be also intended in the plural):

- “**Beneficiaries**” means the Employees of the Group, with the exception of the Employees who are also members of the Board of Directors;
- “**Board of Directors**” means the board of directors of the Company;
- “**Borsa Italiana**” means Borsa Italiana S.p.A. with registered office in Piazza degli Affari, 6, Milan;
- “**Civil Code**” means the Italian civil code, approved with Royal Decree 16 march 1942, no. 262, as subsequently amended and supplemented;
- “**CONSOB**” means the National Commission for the Companies and the Stock Exchange, with head office in via G.B. Martini, 3, Rome;
- “**Consolidated Financial Act**” means the Italian Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented;
- “**Contribution Periods**” means the periods during which the Participants will make the Individual Contributions;
- “**Date of Purchase**” for each Purchase Share means the date on which the Plan Administrator purchases the relevant Purchase Share;
- “**Employee**” means an employee of the Group who – as of the last day of the Enrollment Period – (i) has a permanent employment agreement with a company of the Group and (ii) has a minimum seniority of 6 months at the Group;
- “**Enrollment Period**” means each period – at the beginning of each cycle – during which the Beneficiaries may enroll into the Plan. During this period the relevant Beneficiary is required to complete the formalities set forth in the Plan Rules and/or by the Plan Administrator;
- “**Group**” or “**Campari Group**” means the Company and the Subsidiaries;
- “**Individual Contribution**” means the amount that each Participant elects to contribute to the Plan Administrator, by means of monthly payroll deductions or by any other

means to be determined in the Plan Rules. The Individual Contributions will be used by the Plan Administrator to purchase, on behalf of the Participant, the Purchased Shares;

- **“Information Document”** means this information document;
- **“Issuer”, “Campari” or “Company”** means Davide Campari-Milano N.V., parent of Campari Group;
- **“Issuers’ Regulation”** means the regulation relating to issuers of securities approved by CONSOB by resolution no. 11971 of 14th May 1999, as subsequently amended and supplemented;
- **“Matching Ratio”** means the ratio between (x) the number of Purchased Shares, and (y) the number of Rights granted to the Participant, as detailed in paragraph 2.3.1 below;
- **“Matching Shares”** means the Shares allocated to each Participant at the end of a Vesting Period, should the Vesting Conditions be met;
- **“Participant”** means each Beneficiary who has duly adhered to the Plan, during an Enrollment Period;
- **“Plan”** means the share ownership plan referred herein, to be governed in details by the Plan Rules;
- **“Plan Administrator”** means the legal entity appointed by the Board of Directors to provide assistance in relation to the administration and management of the Plan and with the duty to provide management services to the Participants (including the service of purchasing the Purchased Shares, on behalf of the Participants);
- **“Plan Rules”** means the rules governing, at global and local level, the terms and conditions of the Plan, to be approved by the competent bodies of the Company and any amendment thereto approved by the competent bodies of the Company from time to time;
- **“Purchased Shares”** means the Shares purchased by the Plan Administrator, on behalf of the Participant, using the Individual Contributions of the latter;
- **“Requirements”** means the requirements that an employee of the Group has to meet in order to participate in the Plan, as detailed in paragraph 1 below;
- **“Remuneration and Appointment Committee”** means the Remuneration and Appointment Committee established within the Board of Directors;

- “**Rights**” means the right granted by the Company to the relevant Participant entitling her/him to receive one free Matching Share for each Right at the end of the relevant Vesting Period, should the Vesting Conditions be met;
- “**Shareholders’ Meeting**” means the shareholders’ meeting of Campari;
- “**Shares**” means the ordinary shares of Davide Campari-Milano N.V. which are listed on the Electronic stock market organised and managed by Borsa Italiana;
- “**Subsidiaries**” means the companies controlled by the Company, through the ownership of 51% or more of the share capital or by virtue of agreements;
- “**Vesting Conditions**” means the vesting conditions as detailed in paragraph 4.5 below;
- “**Vesting Period**” means for each Right the period lasting from (x) the Date of Purchase and (y) the third anniversary of the Date of Purchase.

1. RECIPIENTS

The Plan is intended for all the Employees of the Group, both in Italy and abroad, with the exception of Employees appointed as members of the Board of Directors of Campari.

In order to participate in the Plan, it is required to be an Employee (“**Requirements**”).

In spite of the above, the Company has the right, at its sole discretion, to exclude from the Plan Employees of Group’s companies having their registered office in countries where particular restrictions as regards tax, legal, regulatory or currency matters may, directly or indirectly, impair the achievement of the objectives of the Plan and/or expose the Group to potential risks and/or make the implementation and administrative management of the Plan burdensome or costly.

During the implementation of the Plan, the structure of the Plan may be amended and restated (i) to ensure the compliance of the Plan with the applicable local laws and regulations, and/or (ii) for tax efficiency purposes and/or (iii) to facilitate its implementation at local level, and/or (iv) for the purpose of a broader participation.

1.1 The names of the recipients who are members of the Board of Directors or of the management board of the issuer of financial instruments, of the issuer’s controlling companies and of the companies directly or indirectly controlled by the latter

The Plan is intended for Employees who are members of the board of directors of the Subsidiaries too, provided in any case that they are deemed eligible to participate in the Plan solely by virtue of their employment relationships with one of the Group’s companies.

The names of the Participants who are also members of the board of directors of Subsidiaries will be disclosed, once the Plan will be implemented and the relevant Beneficiaries will adhere to it, in accordance with the applicable laws and regulations.

1.2 The categories of employees or collaborators of the Issuer and of the parent companies or subsidiaries of the Issuer

As mentioned above, the Plan is intended for all the Employees of the Group, on condition that the Requirements are met and with the exception of Employees appointed as members of the Board of Directors of Campari.

1.3 Names of the recipients of the Plan falling within the following groups: (a) general managers of the Issuer; (b) other executives with strategic responsibilities; (c) persons controlling the Issuer who are employees or who provide collaboration activities in the issuer of shares.

Not applicable.

1.4 Description and numerical indication, separated by category:

(a) managers with strategic responsibilities other than those indicated in point (b) of paragraph 1.3

Not applicable.

(b) other executives with strategic responsibilities of the issuer of financial instruments that are not “minor”, pursuant to Article 3, paragraph 1, letter f), of Regulation No. 17221 of 12 March 2010, in case they have received during the financial year total compensation (obtained by adding monetary compensation and compensation based on financial instruments) higher than the highest total compensation among those attributed to the members of the Board of Directors, or of the management board, and to the general managers of the issuer of financial instruments

Not applicable.

(c) of any other categories of employees or collaborators for which the Plan has different features

For Participants who are already beneficiaries of, or participants in (as the case may be), other Campari incentive plans based on financial instruments, the Plan Rules provide for less favorable conditions in terms of Matching Ratio (see paragraph 2.3.1 for further details).

2. REASONS UNDERLYING THE ADOPTION OF THE PLAN

2.1 Objectives to be achieved by means of the allocation of the Plan

The purpose of the Plan is to foster the loyalty of the Employees, to strengthen their sense of belonging to the Group and to encourage their active participation in the growth of the Group in the long term period.

2.1.1 Additional information

The Plan aims at encouraging all the Employees who currently do not participate in other incentive plans offered by the Group to enroll into the Plan, by providing them with a more favorable Matching Ratio (see paragraph 2.3.1 for further details).

The Plan envisages three year Vesting Periods which are deemed suitable for the achievement of the objectives mentioned in paragraph 2.1.

2.2 Key variables, also in the form of performance indicators, considered for the allocation of the plans based on financial instruments.

Neither the granting of the Rights nor the subsequent (at the end of each Vesting Period) allocation of the Matching Shares are linked to performance indicators. The Matching Ratios differ based on whether the relevant Participant is already enrolled in other incentive plans offered by the Group.

2.2.1 Additional information

Not applicable.

2.3 Factors underlying the determination of the amount of remuneration based on financial instruments, i.e. the criteria for its determination

The determination of the number of Rights and, therefore, of the Matching Shares' amount is based (i) on the number of Purchased Shares acquired by means of the Individual Contributions, and (ii) the applicable Matching Ratio. In particular:

- i. during the Enrollment Period, the Beneficiary may adhere to the Plan electing, on a discretionary basis, to correspond to the Plan Administrator 1%, 3%, or 5% of his/her annual base gross salary, by means of monthly payroll deductions or other appropriate methods to be determined in the Plan Rules;
- ii. as soon as reasonably practicable after the last day of each Contribution Period, the Plan Administrator, on behalf of each Participant, will purchase on the market, at prevailing market conditions, the Purchased Shares using the Individual Contribution of the relevant Participant accrued from the first to the last day of each Contribution Period;
- iii. the Rights are granted to the Participants on the Date of Purchase in accordance with the applicable Matching Ratio;
- iv. after each Vesting Period, should the Vesting Conditions be met, each Right will automatically convert into Matching Shares, and the Company will timely allocate the relevant Matching Shares to each Participant.

As regards Participants located in countries where the currency is not Euro, the exchange rate is determined as of the last date of each Contribution Period, subject in any case to the Plan Rules.

2.3.1 Additional Information

For Participants who are already beneficiaries of, or participants in (as the case may be), other Campari incentive plans based on financial instruments, the Plan provides for less favorable conditions in terms of Matching Ratio. In particular, the Matching Ratio will be as follows:

- i. 1 (one) Right every 4 (four) Purchased Shares for Participants already beneficiaries of, or participants in (as the case may be), other Campari incentive plans based on financial instruments;
- ii. 1 (one) Right every 2 (two) Purchased Share for Participants who are not beneficiaries of, or participants in (as the case may be), other Campari incentive plans based on financial instruments.

2.4 Reasons for any decision to have compensation plan based upon financial instruments not issued by the Issuer, such as financial instruments issued by subsidiaries or parent companies or third party companies in respect of the group they belong to; if the aforesaid instruments are not traded on regulated markets, information on the criteria used to determine the value attributable to them

Not applicable.

2.5 Assessment of significant tax and accounting implications affecting the definition of the Plan

The definition of the Plan has not been influenced by tax or accounting assessments and will be implemented, in the Campari's interests, in compliance with the tax and accounting provisions in force from time to time.

Should in any country the implementation of the Plan be inefficient, burdensome or costly, due to the applicable laws or to tax/accounting matters, the Company has the right to implement a cash-based plan substantially in the form of the Plan.

2.6 Support for the Plan by the Special Fund for encouraging the participation of workers in companies, as provided by art. 4, paragraph 112, of Law no. 350 of 24 December 2003

Not applicable.

3. APPROVAL PROCESS AND TIMING FOR THE ASSIGNMENT OF INSTRUMENTS

3.1 Scope of the powers and functions delegated by the Shareholders' meeting to the Board of Directors for the purpose of implementing the Plan

On 18th February 2021, the Board of Directors – with the favorable opinion of the Remuneration and Appointment Committee – resolved to submit this Plan to the approval of the Shareholders' Meeting to be held on 8th April 2021.

The Shareholders' meeting will have to resolve, along with the approval of the Plan, also upon the granting to the Board of Directors, with the right to sub-delegate and power to appoint special attorneys, the broadest possible powers, without any exclusion or exception, in order to implement the Plan (including, but not limited to, the powers to (i) approve, integrate and amend the Plan Rules; (ii) exclude certain Employees of the Group from the Beneficiaries (as mentioned in paragraph 1 above); (iii) select and appoint the Plan Administrator; (iv) determine local amendments to the Plan (if needed, also in light of paragraph 2.5 above); (v) set out the Enrollment Periods and the Contribution Periods; (vi) grant the Rights to the Participants; (vii) allocate the Matching Shares to the Participants, should the Vesting Conditions be met; (viii) draft and/or finalize any document necessary or appropriate in relation to the Plan as well as perform all act, duties, formalities, notices necessary or appropriate in order to manage and/or implement the Plan).

3.2 Parties entrusted with the administration of the Plan and their function and competence

The Plan's operational administration is entrusted to the Board of Directors, which may (i) sub-delegate it to one or more of its members or a committee, and (ii) avail itself of the support of the Company's functions in charge of relevant activities (such as the Legal Affairs Department, the Human Resources Department and the Treasury Department), and of the assistance of the Plan Administrator, which will operate within a specific management mandate received from Campari in compliance with the Plan Rules.

3.3 Potential existing procedures for the revision of the Plan

The Plan Rules to be determined by the Board of Directors, with the favorable opinion of the Remuneration and Appointment Committee, will set out in detail the procedure to review and amend the Plan. It is, however, envisaged that the Board of Directors will have the right (with the favorable opinion of the Remuneration and Appointment Committee) to amend the Plan, to the maximum possible extent under the applicable laws, without any further resolutions of the Shareholders' Meeting to be adopted in this respect.

3.4 Description of the procedures for determining the availability and allocation of the financial instruments on which the Plan is based

After each Vesting Period, should the Vesting Conditions be met, the Company will allocate the Matching Shares to the relevant Participants availing itself of treasury shares, which may be acquired – if needed – without the Shareholders' Meeting authorization, under Article 9.4 of Campari's Articles of Association.

3.5 Role played by each director in determining the features of the Plan; any occurrence of conflict of interest for the directors concerned

The features of the Plan were determined by the Board of Directors, subject to the opinion of the Remuneration and Appointment Committee. No conflict of interests occurred.

No members of the Board of Directors (and therefore no members of the Remuneration and Appointment Committee) are Beneficiaries.

3.6 Date of the resolution by the competent body to submit the approval of the plan to the shareholders' meeting and of any proposal by the Remuneration and Appointments Committee, if any

During the meeting held on 11 February 2021, the Remuneration and Appointment Committee examined the Plan, giving its positive opinion.

During the meeting held on 18th February 2021, the Board of Directors, with the positive opinion of the Remuneration and Appointment Committee, resolved to approve the Plan and to submit it for approval to the Shareholders' Meeting to be held on 8th April 2021.

3.7 Date of the decision taken by the competent body on the assignment of the instruments and of the proposal, if any, made by the Remuneration and Appointments Committee to the aforementioned body

As of the date of this Information Document, the resolutions upon the granting of the Rights as well as the allocation of the Matching Shares have not been adopted. They will, therefore, be communicated at a later stage in accordance with the applicable laws and regulations.

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

On 18th February 2021, the official closing price of the Shares on the market was equal to Euro 9.776.

3.9 Terms and procedures which the Issuer has taken into account in identifying the timing of the assignment of the instruments in implementation of the Plan, the potential temporal coincidence (i) of said assignment or any decisions taken in this regard by the Remuneration and Appointment Committee (ii) the circulation of any relevant information pursuant to Article 17 of Regulation (EU) no. 596/2014; e.g. in the event that such information is a) not public and capable to positively affect the market listing; or b) already published and potentially capable to adversely affect the market listing

The structure of the Plan envisages that:

- i. the Plan Administrator will acquire, without any involvement of the Company whatsoever, on the market the Purchased Shares, thus autonomously determining the Dates of Purchase;
- ii. the relevant Rights will be granted on the relevant Date of Purchase;
- iii. each three year Vesting Period will start running from the relevant Date of Purchase, and the Company will allocate the Matching Shares immediately after the end of the Vesting Period, should the Vesting Conditions be met.

Therefore, the allocation's timing of the Matching Shares is indirectly determined by the Plan Administrator (except in case of potential blockage as per paragraph 4.6 below), as a result thereof: neither the decisions of the Remuneration and Appointment Committee, nor the circulation of any relevant information could impair the allocation of the Matching Shares.

In any case the Board of Directors is entrusted with the duty to identify any surveillance/monitoring measures to be implemented in the Plan Rules in this respect. It is in any case understood that the overall implementation of the Plan will, in any case, be performed in full compliance with the Company's information obligations arising from the applicable laws and regulations so as to ensure transparency and identical information to the market, as well as in compliance with the procedures adopted by the Company with particular reference to those relating regulatory obligations on market abuse.

4. CHARACTERISTICS OF THE ASSIGNED INSTRUMENTS

4.1 Description of the forms according to which the remuneration plan based on financial instruments is structured

The Plan envisages the granting of the Rights which give the right, at the end of each Vesting Period and should the Vesting Conditions be met, to receive for free one Matching Share for each Right granted. The number of Rights will be determined on the basis of the Matching Ratio.

All costs of any nature relating to the transfer of the Matching Shares as well to the maintenance of the account shall be determined by the Plan Rules and in accordance with the Plan Administrator.

4.2 Term of actual implementation of the Plan with reference also to any different cycles envisaged

The Plan will be divided into three cycles (lasting for 1 year each, save as otherwise provided in the Plan Rules) at maximum. The Beneficiaries will have the right to enroll into the Plan at the beginning of each cycle, during the Enrollment Periods.

By enrolling into one cycle, the Participant automatically joins the following ones, unless otherwise communicated according to the formalities provided by the Plan Rules. In the event the Participant elects to withdraw from the Plan, in accordance with the terms and conditions to be set forth in the Plan Rules, he/she shall be precluded to enroll into the first cycle following the year of withdrawal.

The Board of Directors will set out the Enrollment Periods and the Contribution Periods.

The implementation of the cycles after the first cycle remains subject to a discretionary evaluation by the Board of Directors based on the results of adherence to the Plan on the first cycle.

4.3 Term of the Plan

The Plan will have a minimum duration of 3 (three) years. It is in any case understood that the Vesting Periods and the Vesting Conditions provided for in the Plan will remain valid and effective also after the expiry of the Plan.

4.4 Maximum number of financial instruments, also in the form of options, assigned in a fiscal year in relation to the persons identified by name or the categories indicated

The number of Matching Shares to be allocated to the Participants may not exceed the maximum number of 1.350.000 Shares, representing 0.12% of the currently outstanding Shares (**Cap**).

Such Cap will be apportioned for each cycle. If, at the end of the Enrollment Period of each cycle, the Cap were exceeded, the allocation of the Matching Shares would be proportional for all Participants in the cycle as better detailed by the Plan Rules.

4.5 Modalities and clauses for the implementation of the Plan, specifying whether the actual granting of the instruments is subject to the occurrence of conditions or to the achievement of certain results also of performance; description of those conditions and results

Please refer to paragraphs 2.3, 2.3.1, 4.1 and 4.2 above.

The right to be granted with the Rights and subsequently to receive Matching Shares free of charge is not related to any performance condition. The allocation of Matching Shares to the relevant Participant is subject to the following conditions, as well as any other condition to be potentially included in the Plan Rules:

- i. throughout the Vesting Period, the relevant Participant has to be continuously employed by a company of the Group, subject to paragraph 4.6 below;
- ii. the relevant Participant has to hold continuously (and therefore, shall not sell, transfer, pledge, assign, exchange, or otherwise dispose of) all her/his Purchased Shares during the relevant Vesting Period, save for exceptions to be potentially included in the Plan Rules

(the conditions above, as well as any other condition included in the Plan Rules, “**Vesting Conditions**”).

4.6 Indication of any potential restrictions of availability on the instruments assigned 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 personal and they may not be sold, transferred, pledged, assigned, exchanged, or otherwise disposed of *inter vivos*, until the expiry of the Vesting Period. Should a Participant dispose of his/her Rights, all Rights will immediately lapse.

To the extent permitted by the applicable laws and regulations, in the event that the simultaneous sale of the Purchased Shares and/or the Matching Shares (at the end of the each Vesting Period) were likely to have a negative impact on the regular trading thereof (including in terms of volumes compared to the standard average daily trading volumes of the Shares), in order to ensure an orderly process for the sale, the Company may:

- (i) either impose certain reasonable restrictions (including total or partial selling restrictions) on the relevant Participants (such restrictions not to be applicable for a period exceeding 30 calendar days); or
- (ii) arrange an alternative selling procedure permitted under applicable laws and regulations (such as, by way of example, a “block trade”, whereby all relevant Participants’ sell orders are collectively performed via one single block trade at the same price but outside the continuous trading, or an “accelerated book building”).

In such a case, as soon as reasonably practicable before the relevant Vesting Date, the Company shall notify the relevant Participants of its determination setting forth the relevant restrictions imposed and/or its propositions (if any) detailing the alternative selling procedure being offered.

4.7 Description of any conditions subsequent to the allocation under the plan in the event that the beneficiaries carry out hedging transactions that make possible to neutralize any prohibitions on the sale of the financial instruments allocated, including in the form of options, or of the financial instruments granted as a result resulting from of the exercise of such options

The breach by the Participants of the prohibition to carry out hedging transactions on Rights during the Vesting Period entails the loss of the same, as it constitutes circumvention of the restrictions upon the Rights.

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

The participation to the Plan is subject to the Requirements.

The allocation of Matching Shares is subject to the Vesting Conditions, including the continuation of the employment relationship (see paragraph 4.5 above). The Plan Rules will establish in detail the different effects determined by the possible termination of the employment relationship, taking into account the different causes and the time when the termination should occur.

It is however already envisaged that in the event of voluntary resignation, dismissal for cause or justified subjective reason, consensual termination of the employment relationship and similar situations, any willful or grossly negligent conduct by the Employee, or breach of ethical codes and other situations similar to the previous ones, the Rights will lapse.

In case of Participants losing their position of Employees through no fault of her/his own (such as, for example, disability with consequent inability to work or termination of employment due to the achievement of pension limits), the Rights will immediately vest on a *pro-rata temporis* basis. The same applies *mutatis mutandis* in case of death of the Participants, it being understood that in such a case his/her heir(s) will be entitled to receive the relevant number of Matching Shares.

4.9 Indication of other possible grounds for cancellation of the Plan

Except as otherwise indicated in other paragraphs of this Information Document, no other causes of termination of the Plan exist.

4.10 Reasons for the possible provision of a “repurchase” by the Company of the financial instruments under the Plan, pursuant to articles 2357 et seq. of the Civil Code; the beneficiaries of the repurchase indicating whether the repurchase is intended only for specific categories of employees; the effects of the termination of the employment relationship on such repurchase.

Not applicable.

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

Not applicable.

4.12 Indication of evaluation on the expected burden for the Company at the date of the relevant assignment, as determinable on the basis of terms and conditions already defined, with regard to the overall amount and in relation to each instrument of the Plan

As of the date of this Information Document, there are insufficient elements to provide a reliable evaluation on the expected burden for the Company as it is conditioned by several unforeseeable factors.

Please refer to paragraph 4.4 above, as regards the maximum number of Matching Shares to be allocated under this Plan.

4.13 Indication of any dilutive effects on the share capital determined by the Plan

As mentioned in paragraph 3.4 above, Campari will exclusively use treasury shares. Therefore, there will be no dilutive effects on its share capital.

4.14 Any limits on the exercise of voting rights and on the allocation of equity rights

The Matching Shares have regular voting and economic rights, therefore, the related rights may be exercised by the Participants as of the date when they become owners thereof.

4.15 Information relating to the allotment of Shares not traded on regulated markets

Not applicable, since the Shares are admitted to trading on the Electronic Stock Market organized and managed by Borsa Italiana.

4.16 – 4.23

Not applicable.

4.24 TABLE

Table no. 1, drafted in accordance with paragraph 4.24 of Schedule 7 of Schedule 3A to the Issuers' Regulation, will be provided in accordance with the terms and conditions referred to in Article 84-bis, paragraph 5, letter a) of the Issuers' Regulation.

On behalf of the Board of Directors

The Chairman