

CAMPARI GROUP

Davide 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 €12,312,677.38

Tax code and VAT number: 06672120158

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

INFORMATION DOCUMENT

concerning the

“LAST MILE INCENTIVE PLAN FOR THE CHIEF FINANCIAL AND OPERATING OFFICER 2024 - 2031”

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, 27th February 2024

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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 the Company's Chief Financial and Operating Officer.

In particular, the Plan envisages the granting of rights to the CFOO to receive a number of Shares for free, after an eight-year Vesting Period from the Grant Date, should the Vesting Conditions be met.

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 11th April 2024.

This Information Document may be amended and/or supplemented, pursuant to article 84-*bis*, paragraph 5, of the Issuers' Regulation, to include information that are not available at present, throughout the implementation of the Plan, and in any case as and whenever such additional information may be available.

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), pursuant to applicable law and regulations.

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):

- **“Award Rights”**: means the PSUs granted for free to the Beneficiary;
- **“Award Shares”**: means the Shares allocated for free to the Beneficiaries at the end of the Vesting Period, should the Vesting Conditions be met;
- **“Base Value”**: means Euro 30,000,000.00 (thirty million);
- **“Beneficiary”**: means the current CFOO;
- **“Board of Directors”**: means the board of directors (*het bestuur*) of the Company;
- **“Borsa Italiana”**: means Borsa Italiana S.p.A. with registered office in Piazza degli Affari, 6, Milan;
- **“CFOO”**: means Mr. Paolo Marchesini, the current Company’s Chief Financial and Operating Officer
- **“Civil Code”**: means the Italian civil code, approved with Royal Decree 16 March 1942, no. 262, as subsequently amended and supplemented;
- **“Code of Ethics”**: means the Code of Ethics adopted by the Campari Group;
- **“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;
- **“Grant Date”**: means the date on which the Board of Directors grants the Award Rights to the Beneficiary according to the terms and conditions set forth in the Plan Rules;
- **“Grant Letter”**: means the communication from the Company to the Beneficiary in which the Beneficiary is notified of the decision to grant to the Beneficiary the Award Rights according to the terms of the Plan;
- **“Group” or “Campari” or “Group”**: means the Company and its Subsidiaries;

- **“Group STI”**: means the short term incentive currently in place at the Company as detailed in the remuneration policy;
- **“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 resolution no. 11971 of 14th May 1999, as subsequently amended and supplemented;
- **“Key Performance Indicator” or “ KPI”**: means the Group STI Objective, the ESG Objective and the Succession Objective;
- **“Performance Share Unit” or “PSU”**: means the right to receive for free one Award Share, embodied in PSU, after the Vesting Period, should the Vesting Conditions be met and should a result equal to the 100% of the weighted average of the KPI be achieved;
- **“Plan”**: means the long-term incentive plan referred to herein, adopted pursuant to articles 114-*bis* of the Consolidated Financial Act and 84-*bis* of the Issuers’ Regulation, and governed by the Plan Rules;
- **“Plan Rules”**: means the rules governing 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;
- **“Remuneration and Appointment Committee”**: means the Remuneration and Appointment Committee established within the Board of Directors;
- **“Shareholders’ Meeting”**: means the shareholders’ meeting of Campari;
- **“Shares”**: means the ordinary shares of Davide Campari-Milano N.V. which are listed on Euronext Milan, a regulated market organised and managed by Borsa Italiana;
- **“Subsidiaries”**: means (a) the companies wholly-owned by the Company and (b) the other companies participated by the Company which the Board of Directors may decide, at its sole discretion, to include in the Plan;
- **“Vesting Conditions”**: means the vesting conditions as detailed in paragraph 4.5 below;
- **“Vesting Date”**: means the expiry date of the Vesting Conditions;

- **“Vesting Period”**: means for each Award Right the period lasting from (x) the Grant Date and (y) the eighth anniversary of the Grant Date.

1. RECIPIENTS

The Beneficiary of this Plan is the CFOO.

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 reward the CFOO, who has provided the Company with extraordinary value during a long-standing managerial period, and ensuring his retention with a long-term vision. The Plan also incentivizes future Chief Financial and Operating Officers to keep a long-term focus since the beginning of their mandate.

2.1.1 Additional information

The Plan envisages an eight-year Vesting Period effective from the Grant Date which is deemed suitable for the achievement of the retention goal 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.

The Plan envisages the granting to the Beneficiary of the Award Rights which entitle him to receive Award Shares, subject to

- (i) the uninterrupted directorship relationship with the Company until the Vesting Date under the terms and conditions set forth in the Plan Rules; and
- (ii) the achievement of at least one of the envisaged KPI, which are outlined below.

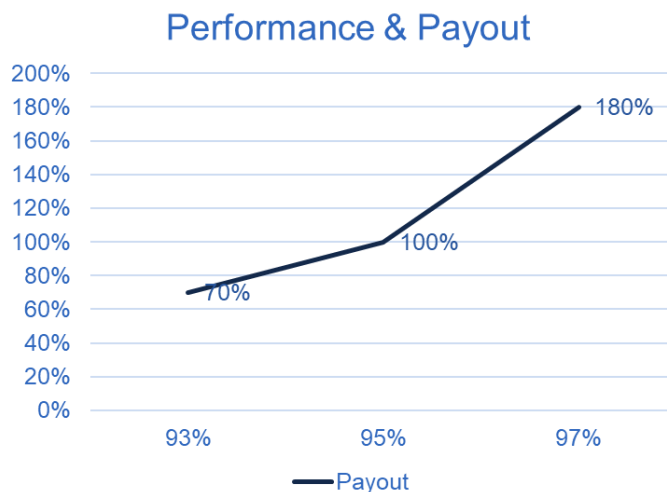
For the Award Rights vesting purposes, the following Key Performance Indicators will be considered:

- Average Group STI Objective (“**Group STI Objective**”) (70% combined weight): this KPI measures the average Group STI payout percentage starting from 2024 FY and ending in 2031 FY;
- Renewable Energy Adoption (“**ESG Objective**”) (15% combined weight): this KPI measures the quantity of renewable electricity supplied in our production sites starting from 2024 FY and ending in 2031 FY; and
- Succession Planning – Finance and Supply Chain targets (“**Succession Objective**”) (15% combined weight): this KPI measures the execution of the succession planning for senior leadership roles in Supply Chain and Finance for this Plan timeframe.

Each of the KPI will be relevant for Award Rights vesting purposes as indicated below:

- Group STI Objective: the performance of this KPI is measured by the arithmetical average of the Group STI payout percentage during the Vesting Period;

- ESG Objective: the performance of this KPI is measured in accordance with the curves below:
 - Period 1: from 2024 FY to 2030 FY the performance of the KPIS is measured in accordance with the following target curve:



If the performance is lower than 93% the payout will be equal to 0% and for performances above 97% the payout will be equal to 180%

- Period 2: targets for 2031 FY period will be determined if targets for 2024 – 2030 period have not been achieved.
- Succession Objective: the performance of this KPI will be measured taking into account (i) the proposal of a shortlist of four suitable (internal) candidates for the succession of Senior Leadership roles in Finance; and (ii) the proposal of a shortlist of four suitable (internal) candidates for the succession of Senior Leadership roles in Global Supply Chain.

The KPI will be deemed achieved in case of positive completion of succession planning for senior leaders in Supply Chain and Finance and the payout will be equal to 100%; the non-completion of the succession planning will instead result in the non-achievement of this KPI and, therefore the payout will be equal to 0%.

The actual number of Award Shares that will be granted to the Beneficiary will be the number resulting from the conversion ratio of the Award Rights, calculated on the basis of the weighted average of the results pertaining to the KPI, as indicated in paragraph 2.3 below.

2.2.1 Additional information

Please refer to paragraph 2.2 above.

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

The Beneficiary will receive a number of Award Rights equal to the ratio between (i) the Base Value and (ii) the average closing price of the Company's Shares over the thirty calendar days preceding and including the Grant Date and rounded down to the nearest whole number ("**Ratio**").

The Award Rights will be awarded for free to the Beneficiary by means of a Grant Letter, containing, among others, the information regarding (i) the total number of Award Rights granted to the Beneficiary, (ii) the Grant Date, (iii) the Vesting Period, and (iv) the Vesting Date.

The allocation of the Award Shares is subject to the achievement of the performance targets set out in paragraph 2.2 above. The actual number of Award Shares that will be granted to the Beneficiary will be the number resulting from the weighted average of the results pertaining to:

- (i) the Group STI Objective (70% combined weight);
- (ii) the ESG Objective (15% combined weight); and
- (iii) the Succession Objective (15% combined weight),

each calculated in accordance with their performance level, and shall be verified by the Board of Directors, upon consultation with the Remuneration and Appointment Committee.

The final number of Award Shares allocated to the Beneficiary is calculated based on the weighting above, with a maximum performance multiplier of 168%, as per the below example:

KPI	Performance	KPI Payout	KPI Weight	Weighted KPI
Group STI Average	120%	180%	70%	126% (180% x 70%)
Renewable Energy	97%	180%	15%	27% (180% x 15%)
Succession Plan	Achieved	100%	15%	15% (100% x 15%)

Performance Multiplier	168% (126% + 27% + 15%)
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In this example, the Beneficiary awarded with 100 PSUs in 2024, will receive 168 Shares in 2031.

The Board of Directors may resolve upon amendments to the Plan as deemed necessary and/or advisable in order to preserve – to the maximum possible extent – the fundamental contents of the Plan (e.g. the number and the type of Award Shares to be allocated and the Vesting Period), in accordance with the pursued objectives and the purposes.

2.3.1 Additional Information

Please refer to paragraph 2.3 above.

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 to the group they belong; 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, as a result of changes to applicable law, or its interpretation and application, the implementation of the Plan result in tax, social security or other burdens for the Company that are materially more onerous than those in force at the date of approval of the Plan, the Company may decide to amend the Plan, without the Beneficiary having any right to be compensated for the Award Rights granted and not vested yet.

2.6 Support for the Plan by the Special Fund for encouraging the participation of workers in companies, as provided by Article 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 27th February 2024, the Board of Directors – with the favourable opinion of the Remuneration and Appointment Committee – resolved, with the abstention of the executive directors of the Company, to submit this Plan to the approval of the Shareholders' Meeting to be held on 11th April 2024.

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) suspend or terminate the Plan; (iii) grant the Award Rights to the Beneficiary (thus setting out the Grant Date); (iv) allocate the Award Shares to the Beneficiary, should the Vesting Conditions be met; (v) 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).

Information on the criteria and the abovementioned decisions will be communicated in accordance with any applicable local laws and regulations.

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

The Plan is managed by the Board of Directors which shall have the power to implement the provisions thereof and at its own discretion to adopt all the related decisions and resolutions considered useful or necessary.

3.3 Potential existing procedures for the revision of the Plan

The Plan Rules to be determined by the Board of Directors, with the favourable opinion of the Remuneration and Appointment Committee, will set out in detail the procedure to review and amend the Plan.

In the event of extraordinary transactions involving Campari or one of its Subsidiaries, the Board of Directors, or its delegates, shall in any event have the power (subject to the favourable opinion of the Remuneration and Appointments Committee) to approve amendments to the Plan deemed necessary and/or advisable in order to preserve to the greatest extent possible, the fundamental contents of the Plan (e.g. the number and type of Award Shares to be granted and the Vesting Period) pursuant to applicable regulations and in accordance with the objectives and purposes pursued, without the need for further approval by the Shareholders' Meeting.

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

After the Vesting Period, should the Vesting Conditions be met, the Company will allocate the Award Shares to the Beneficiary availing itself of treasury shares or through shares purchased on the market, 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 and with the abstention of the executive directors of the Company.

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 26th February 2024, the Remuneration and Appointment Committee examined the Plan giving its positive opinion.

During the meeting held on 27th February 2024, the Board of Directors, with the abstention of the executive directors of the Company, resolved to approve the Plan and to submit it for approval to the Shareholders' Meeting to be held on 11th April 2024.

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 Award Rights as well as the allocation of the Award 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

The official price of the Shares on 26th February 2024 (date on which the Remuneration and Appointments Committee provided its opinion on the Plan) was € 9.64.

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, in relation to the potential temporal coincidence between (i) said assignment or any decisions taken in this regard by the

Remuneration and Appointment Committee, and (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 delivery of the Award Shares to the Beneficiary will take place at a later date than the assignment of the Award Rights, as indicated in paragraph 4.1 below. Consequently, any disclosure of inside information pursuant to Regulation (EU) no. 596/2014 at the time of the assignment of the Award Rights would not have any appreciable effects on the behaviour of the Beneficiary, who, at that time, cannot carry out any transaction on the Award Shares covered by the Plan, whose delivery, subject to Vesting Conditions, is deferred to a subsequent time to the grant of the Award Rights themselves.

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 to 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

Subject to the terms and conditions set forth in the Plan Rules, the Plan envisages the granting of the Award Rights which give the right, at the end of the Vesting Period, should the Vesting Conditions be met and assuming an achievement of 100% of the weighted average of the KPIs, to receive for free one Award Share for each Award Right granted.

All costs of any nature relating to the transfer of the Award Shares as well to the maintenance of the account shall be determined in the Plan Rules.

The Beneficiary will not be entitled to any privileges of ownership of the Shares (including, without limitation, any voting rights) underlying the Award Rights (whether or not vested) unless and until Award Shares are actually delivered to the Beneficiary.

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

The Plan is structured in one cycle only. The allotment of the Award Shares is subject to the eight-years Vesting Period and to the achievement of the Vesting Conditions.

4.3 Term of the Plan

The Plan will end in 2032, upon expiry of the Vesting Period.

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 maximum number of Award Shares shall be equal to the Ratio multiple by 168%.

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

The allocation of the Award Shares to the Beneficiary is subject to the following condition, as well as any other condition to be potentially included in the Plan Rules:

- (i) the Beneficiary shall have achieved at least one KPI; and
- (ii) throughout the Vesting Period, the relevant Beneficiary has continuously served as Company's Chief Financial and Operating Officer

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

The participation to the Plan shall not form part of the terms of the directorship and/or the terms of the employment of the Beneficiary and the rights and obligations arising from Beneficiary's directorship and/or employment relationship with the Company is separate from, and is not affected by, his participation in the Plan itself.

The grant of any Award Right does not create any right for that Beneficiary to be granted any additional Award Right.

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 Award 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 the Beneficiary dispose of his/her rights, all Award Rights will immediately lapse.

To the extent permitted by the applicable laws and Plan Rules, in the event that the simultaneous sale of the Award Shares was likely to have a negative impact on the regular trading thereof (because of the size of the Award Rights being vested as compared to the 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 selling restrictions) on the Beneficiary (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 Beneficiary' sell orders are collectively performed via one single block trade at the same price but outside the continuous trading, or an "accelerated book building" or any other alternative procedures).

In such a case, as soon as reasonably practicable before the Vesting Date, the Company shall notify the Beneficiary of its determination setting forth the relevant restrictions imposed on the Beneficiary and/or of 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 of the exercise of such options

If the Beneficiary carry out hedging transactions on the Award Rights during the Vesting period, all Award Rights will be immediately forfeited.

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

The Plan Rules shall establish in detail the different effects determined by the possible termination of the CFOO's relationship with the Company, taking into account the different causes and the time when the termination should occur.

In the event of (i) non-appointment of the CFOO as Company's Chief Financial and Operating Officer; or (ii) termination without just cause (*licenziamento senza giusta causa*) ("**Early Termination Event**"), the Award Rights will fully vest, provided that for the purpose of determining the number of Award Shares, (a) completed year/s of performance lasting from the Grant Date to the Early Termination Event will be calculated on the basis of the KPIs achieved; while (b) 100% of the relevant KPIs shall be deemed to be achieved by the Beneficiary during the period lasting from the year in which the Early Termination Event occurred to the end of the Vesting Period.

In case of invalidity or death of the Beneficiary before the Vesting Date ("**Negative Event**"), the Beneficiary or his heir(s), as the case may be, will have the option to ask for either: (a) a number of Award Shares equal to the number of Award Rights granted that will vest on a pro rata basis at the date of death or of invalidity; or (b) to wait until the original Vesting Date, provided that, with respect to both scenarios (a) and (b), for the purpose of determining the number of Award Shares to be granted with respect to any granted Award Right, (i) completed year/s of performance lasting from the Grant Date to the Negative Event will be calculated on the basis of the KPIs achieved; while (ii) 100% of the relevant KPIs shall be deemed to be achieved by the Beneficiary during the period lasting from the year in which the Negative Event occurred to the end of the Vesting Period.

If the Beneficiary leaves Campari Group in any other circumstances (e.g. dismissal), the Beneficiary will forfeit the entire right to receive the Award Shares.

For a period of 36 (thirty-six) months following the termination, for whatever reason, of its relationship with the Company, or from the date of the Early Termination Event, the Beneficiary shall be bound by a non-competition obligation toward the Company and its Subsidiaries. Should the CFOO request a waiver from such obligation with respect to a position whose competitive impact on the Group is likely to be irrelevant or substantially negligible, the Company will in good faith consider granting such waiver on a case-by-case basis.

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 grounds for 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 Award 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 or outstanding 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 Award Shares will have regular voting and economic rights, therefore, the related rights may be exercised by the Beneficiary as of the date when he becomes owner 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 regulated market Euronext Milan organized and managed by Borsa Italiana.

4.16 - 4.23

Not applicable.

4.24 TABLE

Not applicable.

On behalf of the Board of Directors

The Chairman