PiovanGroup

2023 – 2025 LONG TERM INCENTIVE PLAN

INFORMATION DOCUMENT

(prepared pursuant to art. 114-*bis* of Legislative Decree no. 58 of February 24, 1998 ("CFA") and to art. 84-*bis* of the regulations adopted by Consob with resolution no. 11971 of May 14, 1999 and subsequent amendments and supplements ("Issuers' Regulation")

CONCERNING THE

2023 – 2025 LONG TERM INCENTIVE PLAN of PIOVAN GROUP

approved by the Board of Directors of the Company

on March 21, 2023

Index

INTRODUCTION

This information document (the "**Information Document**"), prepared in compliance with the provisions of Articles 114-*bis* of Legislative Decree no. 58 of February 24, 1998 (the "**CFA**") and 84-*bis*, paragraph 1, of the regulations adopted by Consob with resolution n. 11971 of May 14, 1999 (the "**Issuers' Regulation**"), as well as Schedule 7 of Annex 3A of the Issuers' Regulation, concerns the 2023-2025 Long Term Incentive Plan of Piovan S.p.A. ("**Piovan**" or the "**Company**") approved by the Board of Directors at its meeting held on March 21, 2023 (the "**LTI Plan**" or the "**Plan**") and submitted to the approval of Piovan's Shareholders' Meeting convened in a single call for April 27, 2023.

The Plan is divided into three cycles (the first relating to the 2023-2025 *vesting* period, the second relating to the 2024-2026 *vesting* period, and the third relating to the 2025-2027 *vesting* period) and provides, for each cycle, for the allocation, under the terms and conditions set forth below, of ordinary shares of the Company ("**Shares**") in favor of certain employees and/or directors and/or collaborators of the Company and/or other companies belonging to the Piovan Group (the "**Group**") who will be individually identified (for each of the cycles of the LTI Plan) at the sole discretion of the Company, among the employees and/or directors and/or collaborators of the Company and the Group considered key resources (and, therefore, with an objective of retention) for the purposes of the pursuit of sustainable success in the medium-long term (the "**Beneficiaries**"), including Chief Executive Officer of Piovan S.p.A. and other Managers with Strategic Responsibilities.

The Plan is, therefore, aimed at strengthening the alignment of interests between management and all the Group's stakeholders, fostering in particular their motivation and loyalty to the Company and the Group.

The Plan is to be considered of "*particular relevance*" pursuant to Article 114-*bis*, paragraph 3, of the CFA and Article 84-*bis*, paragraph 2, of the Issuers' Regulation, as it is also aimed at Managers with Strategic Responsibilities of the Company or directors of companies controlled by Piovan.

The information set forth in Schedule No. 7 of Annex 3A to the Issuers' Regulation that is not contained in this Information Document will be provided during the implementation of the Plan pursuant to Article 84-*bis*, paragraph 5(a) of the Issuers' Regulation.

This Information Document is available to the public at the Company's registered office in Santa Maria di Sala (VE), Via delle Industrie, no. 16, as well as on the website www.piovan.com.
The Information Document has also been provided to Consob and Borsa Italiana S.p.A. according to the procedures prescribed by the Issuers' Regulation.

DEFINITIONS

As required by Schedule no. 7 of Annex 3A to the Issuers' Regulation, the following is a list of definitions intended to illustrate the meaning of terms, of uncommon usage, used in this Information Document.

Allocation	The actual allocation of the Shares to each Beneficiary at the end of the Vesting Periods, according to the terms and conditions set forth in the Regulations.
Beneficiaries	The employees and/or directors and/or collabora of the Company and/or other companies belon to the Group, who will be individually identified each of the cycles of the Plan) by the Boarc Directors or the Chairman of the Board of Direc of the Company, as more fully specified in paragr 1 of this Information Document, among employees and/or directors and/or collaborator the Company and the Group considered to be resources (and, therefore, to be retained with a v to *retention*) for the purposes of pursuing sustain success in the medium-long term.
Board of Directors	The *pro tempore* board of directors of the Company.
Board of Statutory Auditors	The *pro tempore* board of statutory auditors of the Company.
CFA (Consolidated Law on Finance)	Consolidate Law on Finance: Legislative Decree of February 24, 1998, No. 58.
Change of Control	(a) the acquisition, directly or indirectly, by one or more third parties of control of the Company

	pursuant to Article 93 of the CFA; (b) the acquisition, directly or indirectly, by one or more third parties of a number of shares or a share in a Subsidiary to which the Beneficiary's Relationship relates, provided that they are different from the Company, in the aggregate exceeding 50% of the relevant share capital, unless the Company continues to hold control pursuant to Article 2359 of the Civil Code; (c) the definitive transfer for any reason to one or more third parties of the company or business unit to which the Beneficiary's Relationship pertains. It is understood that the Changes of Control identified under (b) and (c) above apply only with respect to the Beneficiaries who have an existing Relationship with the Subsidiary, the company or the business unit subject to the Change of Control.
Civil Code	The Italian Civil Code, approved by “Regio Decreto” No. 262 of March 16, 1942.
Collaborators	Individuals having, directly or indirectly, a collaboration and/or consulting relationship with the Company or one of the Subsidiaries.
Corporate Governance Code	The Corporate Governance Code issued by the Corporate Governance Committee promoted by Borsa Italiana S.p.A.
Date of Approval	The date of approval of the Plan by the Shareholders' Meeting of the Company.
Date of Grant of Right	With respect to each Beneficiary for each Vesting Period, indicates the date of the letter notifying

	the Beneficiary of the grant of the Right to receive Shares.
Date of the Information Document	The date of publication of the Information Document.
EBITDA	Indicates the EBITDA resulting from the approved consolidated financial statements for the first year of each Vesting Period, adjusted for the effects of extraordinary transactions according to predefined rules.
Employees	Executives and employees who have a permanent or fixed-term employment relationship, excluding any form of self-employment or para-subordinate work, with the Company or a Group company.
Executive Directors	Directors of the Company or Subsidiaries qualified as executive directors under the Corporate Governance Code, as well as directors holding special offices.
ESG Indicator	Indicates the Company's ranking against an identified sustainability index for each Cycle.
Executive Chairman *or* **Chairman of the Board of Directors**	The Chairman of the Board of Directors of the Company.
Grant	The granting to each Beneficiary of the Right to Receive Shares.
Group	The parent company Piovan and its Subsidiaries.

Information Document	This information document, prepared pursuant to and in accordance with 114-*bis* of the CFA and Article 84-*bis*, paragraph 1, of the Issuers' Regulations.
Initial Rights	The Rights that will be granted to each Beneficiary for each cycle in which the Plan is divided, in accordance with Section 2.3.
Issuers' Regulation	The regulations adopted by Consob by Resolution No. 11971 of May 14, 1999.
Letter of Award	The letter to be sent by the Company to each Beneficiary notifying him or her of the grant of the Right to receive Shares, to which the Regulations will be attached forming an integral part thereof, and whose signing and return to the Company by the Beneficiaries shall constitute, for all purposes, full and unconditional adherence by them to the Plan.
Long Term Incentive *or* **LTI Plan** *or* **Plan**	The LTI Plan, divided into the three cycles of allocation, the adoption of which, pursuant to Article 114-*bis* of the CFA, is subject to the approval of the Shareholders' Meeting convened for April 27, 2023.
Managers with Strategic Responsibilities	Individuals who have the power and responsibility, directly or indirectly, for planning, steering and controlling the activities of the company, including the directors (executive or otherwise) of the company (as formally identified).
Nomination and Remuneration	The nomination and remuneration committee pro tempore of the Company established and

Committee	appointed by the Board of Directors of the Company.
Performance Objectives	The performance targets, identified in Article 2.2, applicable for each Vesting Period to the Performance Rights to be set by the Board of Directors, after consultation with the Nomination and Remuneration Committee, within the limits and in the manner specified in the regulations of the Plan itself.
Performance Period	The period of reference over which the achievement of performance objectives related to Performance Rights is verified.
Performance Rights	Rights that may be granted to each Beneficiary in connection with the achievement of retention and performance goals, as set forth in Section 2.2.
Piovan *or* **Company**	Piovan S.p.A., with registered office in Santa Maria di Sala (Venice, Italy), Via delle Industrie No. 16, fiscal code and Venice Companies Register entry number 02307730289.
Plan Cycles	Plan award cycles: the first covering the 2023-2025 *vesting* period, the second covering the 2024-2026 *vesting* period, and the third covering the 2025-2027 *vesting* period.
Plan Regulations	The regulations governing the terms and conditions of the Plan approved by the Board of Directors, upon the proposal of the Nomination and Remuneration Committee and having heard the favorable opinion of the Board of Statutory Auditors.

Remuneration Policy	Piovan' s remuneration policy in force from time to time.
Relationship	The existing relationship of directorship and/or employment and/or collaboration between each Beneficiary and the Company or a Subsidiary, as the case may be.
Retention Rights	The Rights that may be granted to each Beneficiary in connection with the achievement of *retention*-only goals, as provided in Section 2.2.
Rights	The rights granted free of charge to the Beneficiary, which at the end of the Vesting Period and fulfilled the conditions of the Plan, will allow him/her, for each Cycle of the Plan, to receive Shares of the Company.
Sales	Indicates consolidated revenues as shown in the latest consolidated financial statements for the first year of each Vesting Period, approved from time to time, adjusted for the effects of extraordinary transactions according to rules defined in advance.
Share Allocation Date	With respect to each Beneficiary for each Vesting Period, indicates the date of the resolution of the Board of Directors concerning the actual allocation of the Shares to the Beneficiary.
Shareholders' Meeting	The Shareholders' Meeting of the Company.
Shares	The ordinary shares of Piovan S.p.A.
Subsidiary/ies	Indistinctly, each of the companies from time to time directly or indirectly controlled, pursuant to

	Article 2359 of the Italian Civil Code, by the Company, which have a Relationship with one or more Beneficiaries.
Value Added	Indicates the value creation generated during the Performance Period calculated based on a formula that takes into account a predefined EBITDA multiple and cash generation for the period.
Vesting Period	The three-year period divided into three cycles ("rolling") at the end of which the Allocation of the Shares will be made, subject to verification of the achievement of the Performance Objectives, under the terms and conditions set forth in the Regulations.

1 BENEFICIARIES

1.1 Names of the beneficiaries who are members of the Board of Directors or Management Board of the issuer of financial instruments, the issuer's parent companies and the companies directly or indirectly controlled by the issuer.

The Plan is aimed at certain Beneficiaries identified by the Board of Directors, in its sole discretion, upon the proposal of the Chairman of the Board of Directors and after hearing the opinion of the Nomination and Remuneration Committee, in the Executive Directors (excluding the Executive Chairman) and the other Managers with Strategic Responsibilities, and in the additional individuals identified by the Chairman of the Board of Directors among the employees and/or collaborators of the Company or Subsidiaries due to the strategic importance of the roles. Specifically, for the purposes of the Plan, two categories of Beneficiaries are identified: the first consisting of Executive roles and the second of other Managers/Talents.

Specifically, Beneficiaries may be identified:

- by December 31st, 2023 for the First Cycle;
- by December 31st, 2024 for the Second Cycle; and
- by December 31st, 2025 for the Third Cycle.

As of the date of this Information Document, the Plan has not yet been approved by the Shareholders' Meeting; therefore, it is not possible to provide the names of the Beneficiaries.

The other information required by paragraph 1.1 of Schedule 7 of Annex 3A to the Issuers’ Regulation will be provided in accordance with the procedures and terms set forth in Article 84-*bis*, paragraph 5(a) of the Issuers’ Regulation.

1.2 Categories of employees or collaborators of the issuer of financial instruments and the parent or subsidiary companies of that issuer

As of the date of this Information Document, the Plan has not yet been approved by the Shareholders' Meeting and, therefore, it is not possible to provide an indication regarding the categories of employees or collaborators included among the Beneficiaries.

As anticipated in Section 1.1. above, the Plan is aimed at certain Beneficiaries identified by the Board of Directors, at its sole discretion, upon the proposal of the Chairman of the Board of Directors and after hearing the opinion of the Nomination and Remuneration Committee, in the Executive Directors (excluding the Executive Chairman) and the other Managers with Strategic Responsibilities, and in the additional individuals identified by the Chairman of the Board of Directors among the employees and/or collaborators of the Company or Subsidiaries due to the strategic importance of the roles.

1.3 Names of the individuals benefiting from the Plan who belong to the groups indicated in point 1.3, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulation

The Plan does not identify by name the Beneficiaries who belong to the groups indicated in Section 1.3 (a), (b) and (c) of Annex 3A, Schedule 7, of the Issuers' Regulation.

As anticipated in Section 1.1. above, the Plan is aimed at certain Beneficiaries identified by the Board of Directors, in its sole discretion, upon the proposal of the Chairman of the Board of Directors and after hearing the opinion of the Nomination and Remuneration Committee, in the Executive Directors (excluding the Executive Chairman) and the other Managers with Strategic Responsibilities, and in the additional individuals identified by the Chairman of the Board of Directors among the employees and/or collaborators of the Company or Subsidiaries due to the strategic importance of the roles.

1.4 Description and numerical indication of the beneficiaries, separated for the categories indicated in 1.4 (a), (b) and (c) of Annex 3A, Schedule 7 of the Issuers' Regulation

The other information stipulated in paragraph 1.4 of Schedule 7 of Annex 3A to the Issuers' Regulation will be provided in accordance with the procedures and terms set forth in Article 84-*bis*, paragraph 5(a) of the Issuers' Regulation.

2 REASONS UNDERLYING THE ADOPTION OF THE PLAN

2.1 Objectives that are intended to be achieved through the allocation of the Plan

The Plan, in full compliance with the applicable regulations as well as in line with the best practice on the subject (including the recommendations of the Corporate Governance Code), is aimed at strengthening, as part of the overall compensation package of the Beneficiaries, the alignment of the interests of the Beneficiaries with all the Group's stakeholders, encouraging in particular their motivation and loyalty (with a view to retention) to the Company and the Group, in a logic of sustainability and value creation in the medium-long term.

In view and for the purpose of pursuing this objective, the Plan will have the duration specified in paragraphs 4.2 and 4.3 below. This timeframe appears suitable, moreover, for the achievement of the aforementioned objectives pursued with the Plan.

The Plan is also consistent with the Remuneration Policy for the three-year period 2023-2025, submitted for approval to the Shareholders' Meeting convened for April 27, 2023.

2.2 Key variables, including in the form of performance indicators, considered for the purpose of Plan attributions

The Plan is divided into three cycles: the first covering the 2023-2025 vesting period, the second covering the 2024-2026 vesting period, and the third covering the 2025-2027 vesting period.

Each individual cycle of the LTI Plan provides:

- For Beneficiaries in Executive roles:

a) The grant of a certain number of Initial Rights to achieve (each) ownership of no. 1 (one) Share, subject to the achievement of retention and performance targets, at the end of each Vesting Period (as follows);

b) The definition at the beginning of the Vesting Period referring to each Cycle, at the time of the grant of Initial Rights, of the Performance Objectives for each Cycle;

c) The Allocation of Shares to the Beneficiaries, depending on the level of performance objectives achievement and in relation to the achievement of retention targets, at the end of each Vesting Period and subject to the verification of the fulfillment of the conditions set forth in the LTI Plan.

- For Beneficiaries who fall into the category of other Managers/Talents:

a) The grant of a certain number of Initial Rights to achieve (each) ownership of No. 1 (one) Share, subject to the achievement of retention targets;

b) The allocation of Shares to the Beneficiaries, in relation to the achievement of retention targets, at the end of each Vesting Period and subject to the verification of the fulfillment of the conditions set forth in the LTI Plan.

The Initial Rights will be divided as follows:

- For Beneficiaries who are in Executive roles: an amount equal to 90% (ninety percent) of the same, linked to the achievement of retention and performance objectives (the Performance Rights), and in the remaining amount equal to 10% (ten percent) linked to the achievement of retention-only objectives (the Retention Rights).

- For Beneficiaries who fall into the category of other Managers/Talents: an amount equal to 100 % (one hundred percent) linked to the achievement of retention-only objectives (the Retention Rights).

Performance Rights may vest in a range from 0 to approximately 120% of Initial Rights, depending on the achievement of specific performance objectives that have independent incentive curves. Retention Rights may vest in a fixed amount equal to 10% of Initial Rights for Executive roles and in a fixed amount equal to 100% of Initial Rights for the other Managers/Talents category.

The vesting of the Initial Rights and the corresponding allocation of the Shares will be subject to the verification by the Board of Directors, having also heard the Nomination and Remuneration Committee:

a) with regards to Performance Rights, of the achievement of the condition of permanence (not in notice period) of the Relationship on the Share Allocation Date for each Cycle of the Plan and the level of achievement of one or more performance objectives at the end of the Vesting Period of each Cycle of the Plan; and

b) with regards to Retention Rights, of the achievement of only the condition of permanence (not in notice period) of the Relationship on the Share Allocation Date for each Plan Cycle.

The performance indicators relevant to the vesting of Performance Rights under the Plan are set by the Board of Directors, after having heard the opinion of the Nomination and Remuneration Committee, within the limits and in the manner specified in the Plan Regulations, and are divided between financial performance indicators and ESG indicators:

INDICATOR	WEIGHT
EBITDA	40%
SALES	30%
VALUE ADDED	20%
ESG INDICATOR	10%

This is without prejudice to any power of the Board of Directors, subject to the opinion of the Nomination and Remuneration Committee, to modify the objectives relevant for the vesting of the Performance Rights of the Second Cycle and the Third Cycle of the LTI Plan, also by introducing substantial changes compared to what is provided for the First Cycle, including the specific weight of each objective, it being understood that financial performance objectives and ESG objectives will be included in each cycle.
These performance objectives will be communicated to the relevant Second Cycle and Third Cycle Beneficiaries by means of a specific Letter of Award, as well as disclosed to the market through the publication of the Report on the policy regarding remuneration and fees paid prepared by the Company pursuant to Article 123-*ter* of the CFA.

Performance Rights will vest according to the level of achievement, at the end of the Vesting Period of each Cycle of the Plan, of the relevant performance indicators. Specifically, for each of the performance indicators there is an incentive curve that links the number of Performance Rights that can vest according to the level of the Performance Objective achieved.

Each performance indicator will be relevant to the calculation of the number of Performance Rights vested as indicated in the following tables, reparametrizing the result to the weight of the relevant indicator, and providing in particular that at threshold, target and maximum performance levels, based on which the achievement of company results is measured, a share of the initial Performance Rights pertaining to the specific performance objective will vest, which may vary in a range from 0 to a maximum of 120%.

a) First indicator: Annual EBITDA (40%):

The performance measurement will be calculated as the difference between the performance indicator defined for EBITDA and the value of the corresponding performance indicator defined for the previous Performance Period. In no case the Performance Objective will be deemed achieved if the performance indicator is lower than the corresponding performance indicator measured in the previous Performance Period.

The formula for the percentage calculation of EBITDA performance with respect to the 2023 Performance Period is given as an example:

Performance (Ebitda) = Performance Objective 2023 (Ebitda) – Ebitda 2022

Percentage increase in EBITDA Performance	N° of Shares vested with reference to individual performance objective (as % of Initial Rights)
<80% (below threshold level)	0%
=80% (threshold level)	80%
=100% (target level)	100%
> 120% (maximum level)	120%
The achievement of intermediate results between the threshold and target levels and between the target and maximum levels results in an incentive calculated by linear interpolation.	

b) Second indicator: Annual Sales (30%):

The performance measurement will be calculated as the difference between the Performance Objective defined for Sales and the value of the corresponding performance indicator defined for the previous Performance Period. In no case the Performance Objective will be deemed achieved if the performance indicator is lower than the corresponding performance indicator measured in the previous Performance Period.

The formula for the percentage calculation of Sales performance with respect to the Performance Period 2023 is given as an example:

Performance (Sales) = Performance Objective 2023 (Sales) – Sales 2022

Percentage increase in Sales Performance	N° of Shares vested with reference to individual performance objective (as % of Initial Rights)
<80% (below threshold level)	0%
=80% (threshold level)	80%
=100% (target level)	100%
> 120% (maximum level)	120%
The achievement of intermediate results between the threshold and target levels and between the target and maximum levels results in an incentive calculated by linear interpolation.	

c) Third indicator: Value Added in the three-year reporting period (20%)

Performance level (as a % of individual performance goal target)	N° of Shares vested with reference to individual performance objective (as % of Initial Rights)
< Gate 1 (below threshold level)	0%
= Gate 1 (threshold level)	80%
= Gate 2 (target level)	100%
> Gate 3 (maximum level)	120%
The achievement of intermediate results between the threshold and target levels and between the target and maximum levels results in an incentive calculated by linear interpolation.	

d) ESG Indicator: Positioning with respect to the ESG Indicator (10%)

The ESG Indicator provides an on/off logic, as shown in the table:

Performance level (as a % of individual performance goal target)	N° of Shares vested with reference to individual performance objective (as % of Initial Rights)
Below threshold level	0%
Threshold level	100%

The Shares, in the number corresponding to the relevant total rights, shall be allocated to the Beneficiaries, by appropriate notice from the Company, no later than the 30th (*thirtieth*) calendar day following the date of approval of the Group's consolidated financial statements for the last year of each Cycle.

In lieu of and in substitution for the allocation of the Shares, according to the terms and conditions of the Plan, on the Share Allocation Date the

Company reserves the right to substitute, in whole or in part, the Shares with the payment of an equivalent amount in Euro ("Cash Equivalent").
With respect to each Beneficiary, the value of the Cash Equivalent will be determined, if any, by the Board of Directors of the Company and will be calculated on the arithmetic average of the official prices of the Shares on the Euronext Milan market as reported by Borsa Italiana S.p.A. in the month preceding the Share Allocation Date or, if the Shares were no longer listed, on the basis of their normal value pursuant to Article 9 of Presidential Decree No. 917 of December 22, 1986, as determined by an independent expert appointed by the Company.

The allocation of the Shares shall be made through an authorized intermediary specially appointed by the Company, who may receive instructions from the Beneficiary to:

a) immediately sell in the market a number of Shares up to a maximum corresponding to the minimum amount sufficient to meet the Company's withholding obligations to the Beneficiary and pay the price collected for the transfer of the Shares referred to in the preceding paragraph directly to the Company so that it can meet its withholding obligations (the "Sell to Cover") or alternatively to manage the allocation with the so-called "Withhold to Cover" which provides for the allocation of the Shares net of the equivalent amount necessary to meet the withholding obligations;

b) keep the remaining Shares on deposit in a securities account in the name of the Beneficiary until the expiration of the lock-up period referred to *infra*; and

c) transfer to a different securities account in the name of the Beneficiary, or sell in the market (at the request of the Beneficiary), the Shares (in whole or in part), provided that after the expiration of the lock-up period referred to *infra*.

For a description of the effects brought about by the termination of the Relationship, please refer to Section 4.8.

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

The number of Initial Rights will be determined on the basis of an indicator equal to a multiple/percentage of each Beneficiary's fixed compensation and dividing this monetary equivalent by the arithmetic average of the official price of Shares in the 30 days preceding January 1st of the year in which each Plan Cycle begins.

It is understood that if it is necessary to convert values in functional currencies other than the Euro, the official average exchange rate calculated over the same time frame will be used.

The vesting of Initial Rights and the corresponding allocation of Shares is subject to the verification by the Board of Directors, with the support of the Nomination and Remuneration Committee, of the achievement of the condition of permanence of the Relationship at the end of the Vesting Period of each Cycle of the Plan and/or the level of one or more performance indicators at the end of the Vesting Period of each Cycle of the Plan, as indicated in paragraph 2.2 above.

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

Not applicable, as the Plan does not provide for the use of such financial instruments.

2.5 Assessments regarding significant tax and accounting implications that affected the design of the Plan

Not applicable, as there are no significant tax and accounting implications affecting the definition of the Plan.

2.6 Support, if any, for the Plan by the special fund to incentivize the participation of workers enterprises (“Fondo speciale per l’incentivazione della partecipazione dei lavoratori nelle imprese”), referred to in Article 4, paragraph 112, of Italian Law No. 350 of December 24, 2003

Not applicable, the Plan does not benefit from any support by the special fund to incentivize the participation of workers enterprises (“Fondo speciale per l’incentivazione della partecipazione dei lavoratori nelle imprese”), referred to in Article 4, Paragraph 112, of Italian Law No. 350 of December 24, 2003.

3 APPROVAL PROCESS AND TIMING OF INSTRUMENT ALLOCATION

3.1 Scope of powers and functions delegated by the Shareholder’s Meeting to the Board of Directors in order to implement the Plan

The Shareholders' Meeting convened for April 27, 2023 will be called to resolve, in addition to the approval of the Plan, to grant the Board of Directors, with the faculty to sub-delegate, any power necessary or appropriate to fully and completely implement the Plan, to be exercised in accordance with the terms set by the Shareholders' Meeting.

3.2 Parties in charge of managing the Plan and their functions and competences

The Board of Directors is the entity entrusted with the management of the Plan, with the power to sub-delegate to third parties (including, but not limited to, the Executive Chairman or the Nomination and Remuneration Committee) within the limits provided by the pro tempore regulations in force and taking into account the powers delegated by the Shareholders' Meeting (for which see Section 3.1 above).

3.3 Any existing procedures for revising the Plan including in relation to any changes in the baseline objectives

In case of extraordinary transactions on the Company's capital (such as but not limited to: mergers; demergers; reductions in capital, including for losses through cancellation of shares; reductions in the nominal value of the Shares due to losses; increases in the Company's capital, whether free or against payment, offered under option to shareholders or without option rights, possibly also to be paid by contribution in kind; distribution of extraordinary dividends to shareholders; grouping or splitting of Shares; events of an extraordinary and/or non-recurring nature and/or not attributable to the Company's and/or the Group's typical business, considered of particular significance and/or not currently envisaged by management plans, resulting in a significant change in the Group's scope; significant changes in the macroeconomic and/or competitive scenario; extraordinary events of significant impact outside the management's levers of action; legislative or regulatory changes; or other events likely to affect the rights, the Shares, the Group and/or the LTI Plan), the Board of Directors, having heard the opinion of the Nomination and Remuneration Committee, may make to the Plan, independently and without the need for further approval by the Company's Shareholders' Meeting, all amendments and additions deemed necessary or appropriate to keep unchanged to the extent permitted by the regulations applicable from time to time, the substantive and economic contents of the LTI Plan, in the spirit of preserving alignment between the interests of the Beneficiaries and the interests of the shareholders and with the common intention of creating sustainable value also in consideration of the interests of the other stakeholders. In such cases, the Board of Directors may amend, integrate or decrease them, among others, as an example and not exhaustive:

a) the definition and/or the maximum number and/or the characteristics of the rights granted to the Beneficiaries and/or of the Shares covered by the LTI Plan, taking into account the number of treasury Shares of the Company from time to time existing and/or the number of new ordinary Shares of the Company resulting from any capital increases resolved to service the LTI Plan and/or any further incentive plans and the rights already granted under the LTI Plan and/or any further incentive plans, including share-based;

b) the conditions under which the Shares will be allocated; and

c) the performance indicators.

In the event, then:

a) of promotion of a tender offer or a public exchange offer or delisting, the Board of Directors shall proceed (autonomously and without the need for further approval of the Company's Shareholders' Meeting) to accelerate the LTI Plan, with allocation (including through the relevant monetary countervalue) of the Shares, re-proportioned *ratione temporis* on the basis of the portion of the vesting period already elapsed and/or the level of achievement of the performance objectives at the time of acceleration, in advance of the terms of the Plan and, if necessary, even irrespective of the fulfillment of all or part of the conditions set forth in the Plan, in the spirit of preserving alignment between the interests of the Beneficiaries and the interests of the shareholders and with the common intention of creating sustainable value also in consideration of the interests of the other stakeholders;

b) of completion (including as a result of a transaction referred to in letter a above) of a change of control transaction (by which is meant exclusively a transaction in which a third party other than the current reference shareholder acquires legal control of the Company), the Beneficiaries shall be entitled to the allocation (also through the payment of the relevant monetary equivalent) of the Shares in advance of the terms of the Plan and regardless of the fulfillment of the conditions provided therein; they shall, in particular, be re-proportioned *ratione temporis* on the basis of the portion of the vesting period already elapsed and with respect to their "target" value.

3.4 Description of the methods to determine the availability and allocation of the financial instruments on which the Plan is based

The free allocation of Shares in execution of the Plan will take place using treasury Shares already held by the Company as of the date of this Information Document and/or resulting from purchases authorized by the Shareholders' Meeting, pursuant to Articles 2357 and 2357-*ter* of the Italian Civil Code and the relevant regulations in force from time to time.

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

The characteristics of the Plan, to be submitted to the Shareholders' Meeting for approval pursuant to and in accordance with Article 114-*bis* of the CFA, were determined collectively by the Board of Directors, with the abstention of the Chief Executive Officer as a potential Beneficiary. The Board of Directors approved to submit to the Shareholders' Meeting the proposal to adopt the Plan, upon the proposal of the Nomination and Remuneration Committee, having heard the opinion of the Board of Statutory Auditors.

3.6 For the purposes of the requirements of Article 84-*bis*, paragraph 1, the date of the decision taken by the body responsible for proposing the approval of the Plan to the Shareholders' Meeting and the proposal, if any, made by the Nomination and Remuneration Committee

The Nomination and Remuneration Committee, which met on March 17, 2023, reviewed the Plan, expressing its favorable opinion on the content of the Plan Regulations and Information Document, and resolved to submit the same to the Board of Directors for approval.

The Board of Directors, which met on March 21, 2023, with the favorable opinion of the Nomination and Remuneration Committee and the Board of Statutory Auditors, resolved to approve the Plan proposal and submit it for approval at the Shareholders' Meeting convened for April 27, 2023.

3.7 For the purposes of the requirements of Article 84-*bis*, paragraph 5(a), the date of the decision made by the competent body regarding the allocation of instruments and the proposal to the aforesaid body, if any, made by the Nomination and Remuneration Committee

The vesting of the Initial Rights and the allocation of the Shares is subject to the Board of Directors' verification of the fulfillment of the conditions set forth in Section 2.2. at the end of the Vesting Period of each Cycle, having heard the opinion of the Nomination and Remuneration Committee to the extent of its competence.

The Shareholders' Meeting convened to resolve upon, among other things, the approval of the Plan is scheduled for April 27, 2023.

If the Shareholders' Meeting approves the Plan, the Board of Directors will meet from time to time to make decisions relevant to the implementation of the Plan.

3.8 Market price, recorded on the aforementioned dates, of the financial instruments on which the Plan is based, if traded on regulated markets

The market price of the Shares on March 17, 2023 (i.e., on the date on which the Nomination and Remuneration Committee expressed its favorable opinion on the proposed Plan) is Euro 9.68.

The market price of the Shares on March 21, 2023 (i.e., on the date of the resolution by the Board of Directors) is Euro 9.61.

3.9 In the case of plans based on financial instruments traded on regulated markets, under what terms and in what manner does the issuer take into account, when identifying the timing of the allocation of the instruments in implementation of the plan, the possible time concurrence between: (i) said allocation or any decisions taken in this regard by the remuneration committee; and (ii) the disclosure of any relevant information pursuant to art. 17 of Regulation (EU) No. 596/2014; for example, in the event that such information is: (a) not already published and capable of positively influencing market prices, or (b) already published and capable of negatively influencing market prices

The entire execution of the Plan will be carried out in full compliance with the disclosure obligations incumbent on the Company, so as to ensure transparency and equality of information to the market, as well as in compliance with the procedures adopted by the Company, including those relating to market abuse and management of inside information.

4 CHARACTERISTICS OF THE GRANTED INSTRUMENTS

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

The Plan provides for the free allocation of a number of Shares to be determined on the basis of a monetary equivalent, as explained in Sections 2.2 and 2.3 above. Each Right corresponds to 1 (one) Share.

4.2 Indication of the period of actual implementation of the Plan with reference also to any different cycle envisaged

The Plan is divided into three three-year Cycles (the first covering the 2023-2025 vesting period, the second covering the 2024-2026 vesting period, and the third covering the 2025-2027 vesting period).

4.3 Termination of the Plan

In view of what is explained in Section 4.2 above, the Vesting Period of the Third Cycle of the Plan will end on December 31, 2027, subject to the additional two years of lock-up from the expiration of the Vesting Period for the Beneficiaries identified as Managers with Strategic Responsibilities.

4.4 Maximum number of financial instruments, including in the form of options, granted in each fiscal year in relation to individuals identified by name or the indicated categories

As of the Date of the Information Document, since the Beneficiaries have not yet been identified, the maximum number of Shares attributable to them cannot be determined.

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

Please refer to Section 2.2 above.

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

The Initial Rights shall be granted to the Beneficiaries in their personal capacity and may not be transferred by deed between living persons, nor be subjected to liens or be the subject of other acts of disposition for any reason whatsoever, whereby deed of transfer shall mean any and all transactions by which the effect of transferring the rights to third parties is obtained, directly or indirectly, including gratuitous deeds, exchanges and contributions. Any attempted sale, assignment, encumbrance or transfer made in violation of this paragraph, as well as the execution of hedging transactions on the rights by the Beneficiaries prior to the allocation of the Shares shall be considered illegitimate and of no effect vis-à-vis the Company and, in any event, shall automatically result in the loss of any right connected with and/or related to the LTI Plan.

The Beneficiaries who will be required to hold continuously, until the end of the 2nd (second) calendar year following the end of each vesting period, 40% of the Shares granted under the LTI Plan are the Managers with Strategic Responsibilities.

Such Shares shall be subject to a restriction of inalienability - and therefore may not be sold, given, permuted, given to carry over, or subject to other acts of disposition between living persons - until the expiration of the above terms, unless authorized in writing by the Board of Directors, after consultation with the Nomination and Remuneration Committee.

The restrictions referred to in this paragraph shall remain even in the event of termination of the Relationship, for any reason whatsoever, except only in the event of death or total and permanent disability resulting in the termination of the Relationship, subject to authorization in writing by the Board of Directors, after consultation with the Nomination and Remuneration Committee.

4.7 Description of any termination conditions in relation to the grant of the Plan in the event that recipients carry out hedging transactions that enable them to neutralize any prohibitions on the sale of the financial instruments granted also in the form of options, or of the financial instruments resulting from the exercise of such options

Please refer to Section 4.6 above.

4.8 Description of the effects brought about by the termination of the Relationship

The allocation of the Shares is conditional on:

a) the permanence (not on notice period) of the employment and/or collaboration and/or directorship Relationship between the Beneficiary and the Company and/or Subsidiary at the Share Allocation Date of the Shares of each Cycle of the Plan; and

b) compliance with the Group's Code of Ethics;

as further specified *infra*, unless otherwise decided by the Board of Directors, after consultation with the Nomination and Remuneration Committee.

In the event of termination of the Relationship (i.e. notice of withdrawal from the Relationship) on a date prior to the Share Allocation Date of the Shares for each Cycle as a result of:

a) dismissal, revocation or non-renewal by the Company and/or the Subsidiary for just cause (to be construed as by law), or justified by subjective reasons pursuant to law or the collective bargaining agreement for the category; or

b) voluntary resignation by the Beneficiary; or

c) in case of particularly serious violations of the Group's Code of Ethics, resulting in the termination of the Relationship,

the Beneficiary will permanently lose the right to the Allocation of the Shares.

In all cases of termination of the Relationship (i.e. notice of withdrawal from the Relationship) other than those referred to in points a), b) and c) above, the Beneficiary (unless otherwise decided by the Board of Directors, after hearing the opinion of the Nomination and Remuneration Committee) will retain the right to the Allocation of the Shares according to a pro-*rata temporis* criterion; in this case, the Allocation of the Shares to the Beneficiary (or his/her heirs) will take place under the normal terms set forth in paragraph 4 and will therefore also be subject to the achievement of the Performance Objectives.

The right of the Beneficiaries to the Allocation of the Shares shall remain suspended from the time of the sending of a letter of disciplinary notice (pursuant to and for the purposes of Article 7 of the Italian Law 300/70), if any, or from the initiation of a precautionary suspension measure, whichever is earlier, and until the time of receipt of the notice by which the relevant sanction has been imposed or of the notice by the Company that it does not intend to proceed with the imposition of any sanction or to terminate the precautionary suspension measure.

It is understood that, in the event of a transfer of the Relationship from the Company to another Group company and/or in the event of termination of the Relationship and simultaneous establishment of a new Relationship within the Group, the Beneficiary will retain, *mutatis mutandis*, the Rights attributed to him/her by the Plan.

4.9 Indication of any other causes for cancellation of the Plan

Except as noted elsewhere in this Information Document (including Section 3.3 above), there are no other causes for cancellation of the Plan.

4.10 Reasons for any provision for a "redemption", by the Company, of the financial instruments covered by the Plan, ordered in accordance with articles 2357 et seq. of the Civil Code; the beneficiaries of the redemption,

indicating whether it is intended only for particular categories of employees; effects of the termination of the Relationship on said redemption

The Plan has no redemption clauses by the Company.

However, in line with the provisions of the Corporate Governance Code, should objective circumstances emerge, from which it appears that the data on the basis of which the achievement of the Performance Objectives on which the Allocation of the Shares is conditioned was verified were manifestly erroneous, the Board of Directors reserves the right to obtain from the Beneficiary author of one of the aforementioned acts and/or facts, the revocation of the Rights and/or the return of the Shares in the ownership of the Beneficiary, including the Shares on which the lock-up commitment was applied, with the consequent definitive extinction of any right claimed by the latter in this regard.

The manifest error that may characterize the figure may be:

a) a miscalculation of results resulting in the achievement of a Performance Objective that in the absence of the material error would not have been achieved;

b) a malicious alteration of the data used for the achievement of the Performance Objectives or otherwise of the data on the basis of which the Allocation of the Shares was arranged;

c) the achievement of Performance Objectives through conduct contrary to legal provisions or Company regulations.

The Board of Directors also reserves the faculty to exercise the right of claw back against individuals who are found to be responsible, with malice or gross negligence, for violations of laws and/or regulations, and of the Code of Ethics (if this results in the termination of the Relationship) even where such conduct did not directly impact the achievement of Performance Objectives and the Allocation of Shares.

The Board of Directors shall decide at its sole discretion whether and to what extent to exercise the claw back right, which may be exercised no later than 3 (three) years from the Allocation of the Shares.

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

Not applicable. No loans or facilities are to be granted for the purchase of the Shares as these will be allocated free of charge.

4.12 Indication of valuations of the expected charges for the Company at the date of the relevant allocation, as determinable on the basis of terms and conditions already defined, by total amount and in relation to each instrument of the Plan

Please refer to Sections 2.2 and 4.4. The expected charges for the Company cannot be determined at this time, as it depends on the number of identified Beneficiaries, the number of Shares allocated to each Beneficiary, and the market value of the Shares.

4.13 Indication of any dilutive effects on capital caused by the compensation plans

Given the use of treasury Shares, no dilutive effects on capital are expected.

4.14 Any limits provided for the exercise of voting rights and the grant of property rights

There is no limit on the exercise of voting rights and the grant of property rights.

4.15 In the event that the Shares are not traded in regulated markets, any information useful for an accurate assessment of the value attributable to them

Not applicable.

4.16 Number of financial instruments underlying each option

Not applicable.

4.17 Expiration of options

Not applicable.

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

Not applicable.

4.19 Exercise price of the option or the mechanics and 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); and b) the mechanics of determining the market price taken as a reference for determining the exercise price

Not applicable.

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

Not applicable.

4.21 Criteria on the basis of which different operating prices are expected among various parties or various categories of recipients

Not applicable.

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

Not applicable.

4.23 Criteria for adjustments made necessary as a result of extraordinary capital transactions and other transactions entailing a change in the number of underlying instruments (capital increases, extraordinary dividends, consolidation and splitting of underlying shares, mergers and demergers, conversion transactions into other classes of shares, etc.)

See paragraph 3.3 above.

4.24 Table

The information set forth in the table prepared in accordance with Section 2, Schedule 2, of Table No. 1 set forth in Schedule 7 of Annex 3A to the Issuers' Regulation shall be updated from time to time during the implementation of the Plan, pursuant to Article 84-*bis*, paragraph 5, of the Issuers' Regulation.

The information set forth in Section 1, Schedule 1 of Schedule 7 of Annex 3A to the Issuers' Regulation, as well as in Article 84-*bis*, paragraph 5, of the Issuers' Regulation, with reference to the existing incentive plans, is available on the Company's website at www.piovan.com.