



## INFORMATION DOCUMENT ON THE INCENTIVE PLAN CALLED “2025-2027 EQUITY (Stock Grant) & CASH-BASED PLAN”

(drawn up in accordance with art. 84-bis of Consob Regulation no. 11971/1999 as subsequently amended)

This information document (hereinafter the “**Information Document**”) refers to the 2025-2027 *Equity (Stock Grant) & Cash-Based plan* (hereinafter “**2025-2027 Equity (Stock Grant) & Cash-Based Plan**” or “**2025-2027 LTI Plan**” or “**Plan**”) that the Board of Directors (hereinafter “**BoD**”) of Geox S.p.A. (“**Geox**” or the “**Company**”) held on 5 March 2025 decided to submit for approval to the next Shareholders’ Meeting convened in single call for 17 April 2025, drawn up in accordance with art. 84-bis of Consob Regulation no. 11971/1999 as subsequently amended (hereinafter “**Issuers’ Regulations**”).

On the date of this Information Document, the proposal for the adoption of the 2025-2027 LTI Plan has not yet been adopted by Geox Shareholders’ Meeting.

Therefore (i) this Information Document is drafted exclusively on the basis of the contents of the proposal for the adoption of the 2025-2027 *Equity (Stock Grant) & Cash-Based Plan* as approved by the Company’s Board of Directors on 5 March 2025, on the proposal of the Appointment and Remuneration Committee dated 4 March 2025; (ii) every reference to the 2025-2027 *Equity (Stock Grant) & Cash-Based Plan* contained in this Information Document shall be deemed to refer to the proposal for the adoption of the *Equity (Stock Grant) & Cash-Based Plan 2025-2027*.

On 5 March 2025, the Board of Directors of the Company resolved to convene an Ordinary Shareholders’ Meeting to submit approval of the Plan concerning, inter alia, the free allocation, of up to 10,436,654 Company Shares (so-called “**Equity Quota**”). On that date, the Board of Directors approved the structure of the Plan with effect subject to the approval of the Plan by the ordinary Shareholders’ Meeting.

Shares to service the Plan shall be made available, at the discretion of the Board of Directors, in accordance to the applicable laws, by using any share purchased on the market and/or other shares held by the Company, following authorization by the ordinary Shareholders’ Meeting to the purchase and sale of treasury shares in accordance with and for the purposes of articles 2357 et seq. of the Italian Civil Code.

### DEFINITIONS

Throughout this Information Document, the following definitions are used.

<b>“Shares”</b>	Means Geox ordinary shares with regular dividend, with no nominal value, listed on Euronext Milan.
<b>“Recipients”</b>	Means the Chief Executive Officer, Executives with Strategic Responsibilities, and the Executives and Key People as identified by the Board of Directors, having consulted the Appointment and Remuneration Committee, on the proposal of the Chief Executive Officer.
<b>“Service Condition”</b>	Means the condition referred to in points (i) and (ii) of paragraph 4.8.1, number I, that has to be fulfilled before disbursement of the “Equity Quota” and of the Cash Portion.

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<b>“Appointment and Remuneration Committee”</b>	Means the Committee established by the Company, implementing the recommendations contained in the Code of Conduct of Borsa Italiana S.p.A.
<b>“Rights”</b>	Means the rights that are the subject of the Plan, freely conferred and not transferable <i>inter vivos</i> , each of which confers the right to the allotment, on a free basis, of no. 1 share for each conferred Right.
<b>“ADJUSTED EBITDA”</b>	<i>“Earnings before interests, taxes depreciation and amortization adjusted”</i> : indicates the income from ordinary operations realized by the Company, after deduction of extraordinary and/or non-recurring items, before tax, the result of financial operations as well as depreciation and amortization.
<b>“Geox” or the “Company”</b>	Means Geox S.p.A., with registered office in Biadene di Montebelluna (TV), Via Feltrina Centro, 16, registered in the Companies' Register of Treviso with no. 03348440268, Tax Code and VAT No. 03348440268.
<b>“Geox Group” or “Group”</b>	Means Geox and its direct or indirect subsidiary companies in accordance with art. 2359, first paragraph, number 1), of the Italian civil code.
<b>“Key People”</b>	Means executives and employees of Geox and its Subsidiary Companies having key roles and organisational functions within the Geox Group.
<b>“Performance Target”</b>	Means the CUMULATIVE ADJUSTED EBITDA Target that shall be reached, fully or in part, for allocating a percentage between 30% and 50% of the “Equity Quota” to each Recipient, after verifying their level of achievement and after consulting the Appointment and Remuneration Committee.
<b>“Financial Target”</b>	Means the 2027 NFP Target that shall be reached, fully or in part, for allocating a percentage between 30% and 50% of the “Equity Quota” to each Recipient, after verifying their level of achievement and after consulting the Appointment and Remuneration Committee.
<b>“Overachievement”</b>	Means, subject to the Service Condition, achievement of the CUMULATIVE ADJUSTED EBITDA Target and exceeding it by a maximum of 120%, which is connected to the disbursement of the Cash Portion.

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<b>“2025-2027 LTI Plan” or “Plan”</b>	Means the “2025-2027 <i>Equity (Stock Grant) &amp; Cash-Based Plan</i> ” which shall be subject to the approval by the Company’s Ordinary Shareholders’ Meeting in accordance with art. 114-bis of the TUF called for 17 April 2025.
<b>Industrial Plan</b>	The 2025-2029 Industrial Plan of the Geox Group, approved by the Company's Board of Directors on 19 December 2024 and supplemented by the same Board on 5 March 2025.
<b>“Reference Period”</b>	Means each financial year ending 31 December 2025, 31 December 2026 and 31 December 2027.
<b>‘NFP’</b>	Indicates the net financial position, i.e. the difference between the sum of financial assets that can be immediately converted into currency or transferred by other means of payment and the total of short and long-term financial liabilities.
<b>“Equity Quota”</b>	Means the number of shares granted to each Recipient to the achievement of the Service Condition and of the Performance Target or of the Financial Target.
<b>“Cash Portion”</b>	Means the monetary component, gross of income taxes and social security contributions, awarded to each Recipient to the achievement of the Service Condition and when <i>Overachievement</i> occurs.
<b>“Subsidiary Companies”</b>	The Company’s subsidiary companies in accordance with art. 2359, first paragraph, of the Italian Civil Code.
<b>‘ADJUSTED EBITDA Target’</b>	Means ADJUSTED EBITDA of the Geox Group for the year ended 31 December of each financial year, as identified by the Industrial Plan scenario for the period 2025-2027.
<b>“CUMULATIVE ADJUSTED EBITDA Target”</b>	Indicates the sum of the Group's ADJUSTED EBITDA Targets for the years included in the Industrial Plan for the period 2025-2027.
<b>“2027 NFP Target”</b>	Means profit after income taxes and after the Group’s financial income relating to the financial year ending 31 December 2027, as resulting from the consolidated financial statements for the financial year ending 2027.



## 1. RECIPIENTS

The LTI 2025-2027 Plan is addressed to the Chief Executive Officer, to the Executives with Strategic Responsibilities, and to the Executives and Key People as identified by the Geox Shareholders' Meeting after approval of the LTI 2025-2027 Plan.

The Recipients of the rights shall be identified at the discretion of the Board of Directors, on the proposal of the Chief Executive Officer, after consulting the Appointment and Remuneration Committee.

It is to be noted that the LTI 2025-2027 Plan qualifies as "of particular relevance" in accordance to art. 114-bis, paragraph 3, of the TUF and to art. 84-bis, paragraph 2, of the Issuers' Regulations.

### 1.1 Names of the recipient members of the Board of Directors or of the financial instruments issuer's management board, of the issuer's parent companies and of companies directly or indirectly controlled by the issuer

The LTI 2025-2027 Plan is addressed, among others, to the Chief Executive Officer, Enrico Mistrone.

The LTI 2025-2027 Plan is also addressed to other Recipients among the Executives with Strategic Responsibilities, Executives and Key People.

### 1.2 Categories of employees or associate workers of the issuer of the financial instruments and of the companies controlling or controlled by the issuer

In addition to what is mentioned in point 1.1 above, Executives with Strategic Responsibilities, Executives and Key People are included among the Recipients of the LTI 2025-2027 Plan.

### 1.3 Names of the Recipients of the plan belonging to the groups described in point 1.3, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulations

The LTI 2025-2027 Plan provides that the Recipients shall be identified by the BoD, having consulted the Appointment and Remuneration Committee, on the proposal of the Chief Executive Officer.

The names of the Recipients that may be included in the groups described in point 1.3, letters a), b), c) of Annex 3A, Schedule 7, of the Issuers' Regulations shall be subsequently provided according to the procedures described in art. 84-bis, paragraph 5, of the Issuers' Regulations.

### 1.4 Description and number of the Recipients of the plan separated by the categories described in point 1.4, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulations

The LTI 2025-2027 Plan provides that the Recipients shall be identified by the BoD, having consulted the Appointment and Remuneration Committee, on the proposal of the Chief Executive Officer.

Other information provided for by paragraph 1 of Schedule 7 of Annex 3A of the Issuers' Regulations, shall be provided according to the procedures described in art. 84-bis, paragraph 5, of the Issuers' Regulations.

## 2. REASONS BEHIND THE APPROVAL OF THE 2025-2027 Plan

### 2.1 Objectives to be achieved through the assignment of the 2025-2027 Plan

Through the implementation of the LTI 2025-2027 Plan, Geox intends to promote and pursue the following objectives:

- involve and incentivize the Recipients whose activities are deemed to be of fundamental importance for the achievement of the Group's objectives;

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- foster the loyalty of the Recipients, encouraging them to stay within the Group;
- share and align the interests of the Recipients with those of the Company and the shareholders in the medium to long term, acknowledging the contribution made by the management in increasing the Company's value.

## **2.1.1 More detailed information on the relevant plans as defined by art. 84-bis, paragraph 2, of the Issuers' Regulation**

The reasons and criteria on which the Company shall determine the ratio between the assignment of the number of Rights to be allotted to each Recipient and other components of the total remuneration are meant primarily to facilitate encouragement and loyalty as described in the above paragraph 2.1. For these purposes, the BoD shall evaluate, at its discretion, the strategic importance of each Recipient taking into consideration his/her position in the corporate structure and the relevance of his/her role based on creation of additional value.

The LTI 2025-2027 Plan develops across a medium-long term period (2025-2026-2027). In particular, this period has been considered as the most appropriate in order to meet the encouragement and loyalty objectives pursued by the LTI 2025-2027 Plan.

The three-year reference period of the LTI 2025-2027 Plan has been established to meet the service, performance, financial/equity targets in the 2025-2027 and 2027 financial years, partially identified as medium-long term corporate objectives by the business plan approved by the Board of Directors on 2025-2027.

## **2.2 Key variables, also in the form of performance indicators, considered for the assignment of the 2025-2027 Plan**

The assignment of the Equity Quota and disbursement of the Cash Portion to the Recipients pursues the objectives described in the above paragraph 2.1.

Assignment of the Equity Quota to the Recipients is subject to compliance to the Service Condition and to the achievement of the Performance Target as well as of the Financial Target provided for by the 2025-2027 Plan Regulations.

Disbursement of the Cash Portion is also subject to the attainment of the Service Condition and of the Overachievement (upon reaching and exceeding the Performance Target by up to a maximum of 120%).

In particular:

- a) the Equity Quota shall be allocated as follows:
  - i) for a number of Shares equal to 50% of the total Rights granted, subject to the fulfilment of the Service Condition and the achievement of the Performance Target. In particular, a predetermined number of Shares between 30% and 50% of the total number of Rights granted is assigned subject to the achievement of at least 80% of the CUMULATIVE ADJUSTED EBITDA Target. Therefore, in the event that 80% of this target (minimum threshold) is reached, 30% of the Shares will be allocated, while in the event that 100% (Target) of this target is reached, 50% of the Shares will be allocated. In the event that values between 80% and 100% of the CUMULATIVE ADJUSTED EBITDA Target are reached, the percentage of Shares to be attributed will be determined by applying the linear interpolation method;
  - ii) for a number of Shares equal to 50% of the total number of Rights granted, subject to the fulfilment of the Service Condition and the achievement of the Financial Target. In particular, a predefined number of Shares between 30% and 50% of the total number of Rights granted is assigned subject to the achievement of at least 80% of the 2027 NFP Target. Therefore, in the event that 80% of this target (minimum threshold) is reached, 30% of the Shares will be granted, while in the event that 100% (Target) of this target is reached, 50% of the Shares will be granted. In the event that values between 80% and 100% of the 2027 NFP Target are reached, the percentage of Shares to be attributed will be determined by applying the linear interpolation method;



- b) The “Cash Portion” will be disbursed in accordance with the Service Condition and only where the Overachievement is reached. If the Performance Target is reached between 100% and 120%, this entitles the supply of the Cash Portion, determined by applying the linear interpolation method.

The Board of Directors of the Company, which will approve the draft financial statements of Geox S.p.A. and the consolidated financial statements for the fiscal year 2027, will verify the Performance Target, the Financial Target and the Service Condition as well as the Overachievement and, in relation to the outcome of such verification, will define the number of Shares as well as the monetary component, if any, due to each Recipient.

The Board of Directors, at its full discretion and subject to the opinion of the Appointment and Remuneration Committee, may resolve that the Recipients receive, in place of the Equity Quota to which they are entitled, a monetary amount defined by multiplying the number of Shares to which they are entitled by the value resulting from the arithmetic average of the daily closing prices of the Shares recorded in the 30 days prior to the date of approval of the draft financial statements of Geox S.p.A. and of the Group's consolidated financial statements for the 2027 financial year by the Board of Directors.

The communication of the assignment of the Shares and of the possible disbursement of the monetary component will take place following the approval of the financial statements of Geox S.p.A. for the financial year 2027 by the Shareholders' Meeting and the Board of Directors, within 5 calendar days from the aforesaid date, will send a written communication to each Recipient, indicating the number of Shares assigned and the amount of the monetary component disbursed (the Assignment and Disbursement Communication).

Within one month from the date of the approval of the financial statements of Geox S.p.A. for the financial year 2027 by the Shareholders' Meeting, the allocation of the Shares and the payment of the monetary component, if any, will be executed.

On 5 March 2025, the Board of Directors of Geox integrated the Industrial Plan scenario approved by the same Board of Directors on 19 December 2024, which established the CUMULATIVE ADJUSTED EBITDA Target for the period 2025-2027 to which the Performance Target is linked and the 2027 NFP Target to which the Financial Target is linked.

In particular, the number of shares to be allocated, represented by the Equity Quota, is shown in the following tables:

**Shares linked to compliance with the Performance Target and with the Service Condition**

<b>Achievement</b>	<b>Shares to be allocated</b>
CUMULATIVE ADJUSTED EBITDA Target < 80%	0% of Rights
CUMULATIVE ADJUSTED EBITDA Target = 80%	30% of Rights
CUMULATIVE ADJUSTED EBITDA Target > 80% and <100%	The percentage of Rights assigned is calculated by linear interpolation
CUMULATIVE ADJUSTED EBITDA Target = 100%	50% of Rights



### Shares linked to compliance with the Financial Target and with the Service Condition

Achievement	Shares to be allocated
2027 NFP Target < 80%	0% of Rights
2027 NFP Target = 80%	30% of Rights
2027 NFP Target > 80% and <100%	The percentage of Rights assigned is calculated by linear interpolation
2027 NFP Target = 100%	50% of Rights

With regard to the Cash Portion, the amount to be paid is determined in accordance with the following table:

#### Cash Portion amount

Achievement	Cash portion to be allocated
CUMULATIVE ADJUSTED EBITDA Target > 100% and <120%	The percentage of Cash Portion assigned is calculated by linear interpolation
CUMULATIVE ADJUSTED EBITDA Target = 120%	maximum percentage of Cash Portion

In the event that the Service Condition is not met, or in the event that the Performance Target and the Financial Target are not achieved, the Recipient shall irrevocably and definitively forfeit the right to receive the Shares forming the Equity Quota, the Rights of which shall therefore automatically be extinguished and rendered null and void. Therefore, the Company will be released from any obligation or responsibility towards him/her in relation to the Plan, without the Recipient having any right to compensation or indemnity of any kind. The Rights granted to the Recipient who has lost the right to exercise them, in whole or in part, may be reassigned to the person who will take the place of the latter Recipient.

The Board of Directors, after consulting the Appointment and Remuneration Committee, may, at its sole discretion, assign the Shares subject to the Equity Quota to the Recipients, in whole or in part, even in the absence of the Service Condition or in the event of failure to achieve the Performance Target or the Financial Target.

In the event that the Service Condition is not met or Overachievement has not occurred, the Recipient will irrevocably and definitively forfeit the right to receive the Cash Portion. Therefore, the Company will be released from any obligation or responsibility towards the Recipient in relation to the Plan, without the Recipient having any right to indemnity or compensation of any kind.

The Board of Directors, after consulting the Appointment and Remuneration Committee, may, at its full discretion, pay the Cash Portion, in whole or in part, even in the absence of the Service Condition or in the event of failure to achieve Overachievement within the indicated terms.

#### 2.2.1. More detailed information on the relevant plans as defined by art. 84-bis, paragraph 2, of the Issuers' Regulation.





Please refer to the above Paragraph 2.2.

### **2.3. Elements underpinning the determination of the size of remuneration based on financial instruments, i.e. criteria for its determination**

The criteria for the attribution of the Equity Quota and of the Cash Portion to be allotted to each Recipient shall be proposed to the BoD by the Appointment and Remuneration Committee.

The number of Rights to be allotted to each Recipient shall be established at the discretion of the BoD, evaluating the strategic importance of each Recipient, taking into consideration his/her position in the corporate structure and the relevance of his/her role based on creation of additional value and the fairness of the proposed criteria for the assignment. The extent of the incentives attributed for each component of the LTI 2025-2027 Plan, shall be determined also taking into account the gross annual earnings of the Recipient, as well as the individual development potential.

Rights and the Quota Portion shall be attributed to the Recipients by the Board of Directors, having consulted the Appointment and Remuneration Committee.

In case of partial attribution of Rights, the remaining rights may be attributed to all or to certain Recipients whose Rights have already been attributed, or to other Recipients, provided however that said attribution of Rights shall be made by 31 December 2026.

#### **2.3.1. More detailed information on the relevant plans as defined by art. 84-bis, paragraph 2, of the Issuers' Regulation.**

The number of Rights to be assigned and the amounts to be disbursed to each Recipient shall be defined considering the factors described in Paragraph 2.3 above, based on the Service Condition, Performance Targets and Financial Target.

### **2.4. Reasons for adopting compensation plans based on financial instruments not issued by the Issuer**

Not applicable.

### **2.5. Assessments concerning significant tax and accounting implications that influenced the definition of the Plan**

There were no significant tax and accounting implications that influenced the definition of the Plan.

### **2.6. Potential support to the Plan from the “Fondo speciale per l'incentivazione della partecipazione dei lavoratori nelle imprese” (Special Fund for the encouragement of worker participation in firms), pursuant to Article 4, paragraph 112 of Italian Law no. 350 of 24 December 2003**

The Plan does not receive support from the Special Fund for the encouragement of worker participation in firms, pursuant to Italian Law no. 350 of 24 December 2003.

## **3. APPROVAL PROCESS AND ALLOCATION TIMING OF INSTRUMENTS**

### **3.1 Scope of the powers and functions delegated by the Shareholders' Meeting to the Board of Directors for implementation of the Plan**

On 5 March 2025, on the proposal of the Appointment and Remuneration Committee of 4 March 2025, the Board of Directors resolved to submit for approval to the Shareholders' Meeting the 2025-2027 *Equity (Stock Grant) & Cash-Based Plan* which envisages the allocation of the Rights to receive a maximum number of 10,436,654



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shares a maximum Quota Portion of Euro 855,806 gross to the Recipients of the Plan itself.

In addition to approving the LTI 2025-2027 Plan, the Shareholders' Meeting will also be called upon to grant the Board of Directors all powers necessary or appropriate to implement the Plan, in particular (but not limited to) all powers to approve the regulation, indicate the Recipients and determine the number of Rights to be granted and the amount to be paid to each of them, allocate the shares and the payment of the cash component to the Recipients, as well as to perform any act, fulfil any requirement, formality or make any disclosure that is necessary or appropriate for the implementation and/or management of the LTI 2025-2027 Plan itself.

## 3.2 Indication of the persons in charge of managing the plan and their role and powers

The BoD shall be responsible for the execution of the LTI 2025-2027 Plan. The Board will be designated by the Shareholders' Meeting to manage and implement the LTI 2025-2027 Plan.

The Plan will provide that the BoD shall have all powers necessary or appropriate to execute the LTI 2025-2027 Plan, and, in particular, all powers to identify the Recipients and determine the number of Rights to be granted and the amounts to be paid to each of them, allocate the shares to the Recipients, and to perform any act, fulfil any requirement, formality, or make any disclosure that is necessary or appropriate for the implementation and/or management of the Plan. The BoD shall also be entitled to delegate its powers, duties, and responsibilities concerning the execution and application of the Plan to the Chief Executive Officer and/or to one or more standing Directors of the Company, acting together or severally, with the understanding that the Board of Directors shall be exclusively responsible for making any decision relating and/or pertaining to the granting of the Rights to the Chief Executive Officer (as well as any other decision relating and/or pertaining to the management and/or implementation of the plan with respect to the latter).

The Appointment and Remuneration Committee has an advisory and proactive role in relation to the implementation of the Plan, in accordance with the Corporate Governance Code.

## 3.3. Existing procedures for the revision of the Plan including in respect of any modification to the basic objectives

In case of events that are not specifically regulated by the Plan, such as extraordinary transactions, including but not limited to:

- free share capital increase;
- paid share capital increase against payment by issuing shares, shares of a category other than shares, stock warrants, convertible or non-convertible bonds with warrants;
- grouping or splitting of shares;
- Company mergers and demergers;
- allocation of assets held in the Company's portfolio to Shareholders;
- share capital reduction;
- extraordinary dividend distributions from the Company's reserves;
- amendments to laws or regulations or other events that may affect the Rights, the shares, the Performance Target as well as the Financial Target, the Geox Group or the Plan.

The Board of Directors shall be entitled to make any amendments and additions to the Plan that it deems necessary or appropriate. Such amendments and additions may concern, without limitation, the number of Rights, the number of shares, the conditions underlying the allotment of the shares and the disbursement of cash components and the amount thereof.

Without prejudice to the foregoing, upon the occurrence of extraordinary events that materially affect the significance and consistency of the objectives, the Board of Directors may, at its sole discretion, consider whether to make certain adjustments to the Service Condition, the Performance Target and the Financial Target so as to hold the Recipients harmless if such extraordinary events occur. It is understood that extraordinary events shall not include phenomena linked to market trends.



In the event of a direct or indirect change of control of the Company or of delisting, the Recipients are entitled to the early allocation of the shares under the provisions set forth in the Regulation.

### **3.4 Description of the methods for determining the availability and allocation of the financial instruments underlying the plans.**

The maximum number of Rights to be granted to the Recipients for the implementation of the LTI 2025-2027 Plan is 10,436,654 shares.

The maximum amount for the disbursement of cash components of the Cash Portion is € 855,806 gross.

The LTI 2025-2027 Plan will be implemented through the allocation, free of charge, of the Right to receive newly issued Geox ordinary shares. The rights of the Recipients may be satisfied also through the allocation of treasury shares that may be purchased and/or held by Geox.

### **3.5 The role of each Director in determining the characteristics of the aforementioned plans; existence of any situations of conflicts of interest involving the Directors concerned**

The characteristics of the LTI 2025-2027 Plan, to be submitted for the approval of the Shareholders' Meeting pursuant to Article 114-bis of the TUF, were defined on 5 March 2025 by the Board of Directors, with the abstention of the Chief Executive Officer.

The resolutions of the Board of Directors were taken on the proposal of the Appointment and Remuneration Committee.

### **3.6 Date of the decision made by the body responsible for proposing the approval of the plans to the Shareholders' Meeting and any proposal of the Appointment and Remuneration Committee, pursuant to the provisions of Article 84-bis, paragraph 1**

On the proposal of the Appointment and Remuneration Committee of 4 March 2025, on 5 March 2025, the Board of Directors resolved to propose the adoption of the LTI 2025-2027 Plan to the Shareholders' Meeting.

On 5 March 2025, the Board of Directors approved the structure of the Plan with effect subject to the approval of the Plan itself by the Ordinary Shareholders' Meeting.

### **3.7 Date of the decision made by the body responsible for the allocation of instruments and the proposal to the aforementioned body by the Appointment and Remuneration Committee, pursuant to the provisions of Article 84-bis, paragraph 5, letter a)**

If the Plan is approved by the Shareholders' Meeting, the Board of Directors will meet thereafter to resolve on the implementation of the Plan.

The information required to the latter regarding article 84-bis, paragraph 5 of the Issuers' Regulations is not currently available and will be provided in accordance with current legislation.

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

On 4 March 2025 (the date of the meeting of the Appointment and Remuneration Committee that examined the Plan to be proposed) the market price of the shares recorded on Euronext Milan was Euro 0.4065.

As of 5 March 2025 (the date of the resolution of the Board of Directors to propose the adoption of the Plan to the Ordinary Shareholders' Meeting of the Company), the market price of the shares recorded on Euronext Milan was Euro 0.418.

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- 3.9 The terms and procedures the Issuer considers for the timing of the assignment of the instruments in implementation of plans based on financial instruments traded on regulated markets, in the event of overlapping between: (i) said assignment or any decisions made in this regard by the Appointment and Remuneration Committee, and (ii) the disclosure of any relevant information pursuant to Article 114, paragraph 1; for example, if such information:**
- a. has not already been publicly disclosed and is able to positively influence the market prices,**
  - or b. has been disclosed and is able to negatively influence market prices.**

The procedure for the allocation of rights is carried out in full compliance with the disclosure obligations incumbent upon the Company, to ensure transparency and equality of information to the market, and the Company's internal procedures.

It should be noted that no safeguards were required since the shares will only be granted at the end of the Reference Period and are subject to the fulfilment of the Service Condition and the achievement of the Performance Targets or, if the latter are not met, the Financial/Equity Targets. Consequently, any disclosure of inside information at the time of the allocation of the Rights would have no impact on the Recipients who, at that time, cannot transact using the shares, as the shares will be allocated and delivered subsequently to the allocation of the Rights.

## 4. CHARACTERISTICS OF THE ALLOCATED INSTRUMENTS

### 4.1. Description of the forms based on which the 2025-2027 Plan is structured

The LTI 2025-2027 Plan provides for the free allocation to the Recipients of Rights to receive shares, free-of-charge, subject to the fulfilment of the Service Condition, as well as the achievement of the Performance Target and the Finance Target.

The rights are personal, are allocated free of charge, and can in no case be transferred, except for *mortis causa*, nor can they be pledged as collateral nor, more generally, be the subject of agreements of any kind, including derivative contracts.

The maximum number of shares to be allocated to the Recipients is 10,436,654.

The LTI 2025-2027 Plan also provides for the disbursement of cash components, subject to the Service Condition the attainment of the Overachievement.

### 4.2. Period of actual implementation of the Plan including reference to any different cycles envisaged

The Plan does not provide for specific cycles of rights allocation. The rights may be assigned until 31 December 2026.

The allocation of shares to the Recipients is subject to the fulfilment of the Service Condition, as well as the achievement of the Performance Target, the Financial Target as set forth in the Plan Regulation. On the other hand, disbursement of the cash components is subject to the Service Condition and the attainment of the Overachievement.

At the meeting in which the Company's Board of Directors approves the draft financial statements of Geox S.p.A. and Geox Group's draft consolidated financial statements for the financial year 2027, the Board of Directors shall also verify compliance with the Service Condition, as well as the achievement of the Performance Target and of the Financial Target and, based on the outcome of this verification, it shall define the number of shares due as well as the amount of any cash components to be paid to each Recipient.

The Board of Directors, at its sole discretion and having heard the opinion of the Appointment and Remuneration Committee, may decide that the Recipients receive, in lieu of the Equity Quota due to them, a monetary amount defined by multiplying the number of Shares due by the value resulting from the arithmetic average of the daily closing prices of the Shares recorded in the 30 days prior to the date of approval of the draft financial statements of Geox S.p.A. and the consolidated financial statements of the Group for the 2027 financial year by the Board of Directors.

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Following the approval of the Geox Group's consolidated financial statements, the allocation of the Shares and the payment of any monetary component will be communicated within 5 calendar days of the aforementioned approval, and written notification will be sent to each Recipient indicating the number of Shares allocated.

Within one month of the date of approval of the Geox S.p.A. financial statements for the 2027 financial year by the Shareholders' Meeting, the Shares will be allocated and any monetary component will be paid.

The Shares assigned will be transferred, free of charge, to a securities deposit account in the name of each Recipient at a trust company that will operate under mandate of the Company. The Shares subject to the transfer restriction may be transferred to another credit institution or trust company only at the end of the Lock-Up Period (as defined below).

Unless otherwise determined by the Board of Directors, if the Performance Target, the Financial Target and/or the Service Conditions are not met, the Rights shall be immediately and automatically extinguished, without the Recipient being entitled to any indemnification or compensation whatsoever.

## 4.3 Duration of the plan

Please refer to Section 4.2 above.

## 4.4 The maximum number of financial instruments, including in the form of options, granted in each fiscal year to specifically named individuals or specific categories of individuals

The LTI 2025-2027 Plan provides for the free allocation of a maximum total of 10,436,654 shares.

## 4.5. Procedures and clauses for the implementation of the 2025-2027 Plan, specifying whether the actual allocation of the instruments is subject to the fulfilment of conditions or the achievement of certain results, including performance results

The criteria for the allocation of the Rights (Equity Quota) and the payment of the cash component (Cash Portion) to be allotted to each Recipient shall be proposed to the BoD by the Appointment and Remuneration Committee. The Equity Quota and the Cash Portion shall be established at the discretion of the BoD, evaluating the strategic importance of each Recipient, taking into consideration his/her position in the corporate structure and the relevance of his/her role based on creation of additional value and the fairness of the proposed criteria for the assignment.

The Recipients shall receive the Equity Quota subject to the fulfilment of the Service Condition, as well as the achievement of the Performance Target, the Financial Target. The payment of the Cash Portion is subject to the fulfilment of the Service Condition and the attainment of the Overachievement.

On 5 March 2025 Geox Board of Directors integrated the Industrial Plan scenario approved by the Board of Directors on 19 December 2024, which establishes the CUMULATIVE ADJUSTED EBITDA Target for the period 2025-2027 to which the Performance Target is linked and the 2027 NFP Target to which the Financial Target is linked.

In particular, the number of shares to be allocated, represented by the Equity Quota, is shown in the following tables:


**Shares linked to compliance with the Performance Target and with the Service Condition**

Achievement	Shares to be allocated
CUMULATIVE ADJUSTED EBITDA Target < 80%	0% of Rights
CUMULATIVE ADJUSTED EBITDA Target = 80%	30% of Rights
CUMULATIVE ADJUSTED EBITDA Target > 80% and <100%	The percentage of Rights assigned is calculated by linear interpolation
CUMULATIVE ADJUSTED EBITDA Target = 100%	50% of Rights

**Shares linked to compliance with the Financial Target and with the Service Condition**

Achievement	Shares to be allocated
2027 NFP Target < 80%	0% of Rights
2027 NFP Target = 80%	30% of Rights
2027 NFP Target > 80% and <100%	The percentage of Rights assigned is calculated by linear interpolation.
2027 NFP Target = 100%	50% of Rights

With regard to the Cash Portion, the amount to be paid is determined in accordance with the following table:

**Cash Portion amount**

Achievement	Cash portion to be allocated
CUMULATIVE ADJUSTED EBITDA Target > 100% and <120%	The percentage of Cash Portion assigned is calculated by linear interpolation.
CUMULATIVE ADJUSTED EBITDA Target = 120%	Maximum percentage of Cash Portion

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## 4.6 Indication of any restrictions on the availability of the instruments granted or on the instruments resulting from the exercise of the options, especially with regard to the time limit by which the subsequent transfer to the same company or to third parties is permitted or prohibited

The rights are personal, are allocated free of charge, and can in no case be transferred, except for *mortis causa*, nor can they be pledged as collateral nor, more generally, be the subject of agreements of any kind, including derivative contracts.

50% of the shares allocated to each Recipient of the Equity Quota linked solely to the Performance Targets is non-transferable and, therefore, may not be transferred for a period of 12 months from the allocation date ("**Lock Up Period**"). The remaining 50% of the shares, on the other hand, may be freely sold, without any restriction, starting from the allocation date.

Should a Recipient transfer all or part of the shares subject to a non-transferability restriction during the Lock Up Period, he/she will be obliged to pay to the Company a penalty equal to 30% of the value of the shares at the date of the transfer. The Board of Directors may, at its full discretion, decide not to demand payment of that penalty.

## 4.7 Description of any termination clauses in relation to the allocation of the plans in the event that the Recipients pursue hedging transactions that allow them to neutralize any prohibitions on the sale of the financial instruments allocated to them, including in the form of options, or the sale of the financial instruments resulting from the exercise of such options

Not applicable, as no termination clauses apply in the event that a Recipient carries out hedging transactions.

## 4.8 Description of the effects of termination of employment

Below are the terms and conditions that will govern the relationship between Geox and the Recipient upon the occurrence of certain events.

### 1) Termination of employment

The right to the allocation of the Shares and the disbursement of the Cash Portion is subject, in addition to the achievement of the Performance Target or the Financial Target for the Equity Quota and the Overachievement for the Cash Portion, to the circumstance that – on the date of approval by the Company's Board of Directors of the draft financial statements of Geox S.p.A. for the 2027 financial year and the draft consolidated financial statements for the year ending 31 December 2027:

- (i) the employee is in office and is not in the statutory period of notice following dismissal for just cause, an objective or subjective reason or following consensual termination or voluntary resignation even in the absence of just cause;
  - (ii) the Chief Executive Officer (a) is in office and, with reference to the employment relationship, (b) is not in the statutory period of notice following dismissal for just cause, an objective or subjective reason or following consensual termination or voluntary resignation even in the absence of just cause
- (each of the conditions set out in (i) and (ii) above, constitute a "**Service Condition**").

If a Recipient is not compliant with the Service Condition, he/she will irrevocably and definitively forfeit the right to receive the shares, the Rights of which will therefore automatically expire and be deprived of any effect and, therefore, the Company will be released from any obligation or liability towards that Recipient in relation to the Plan.

The Rights granted to a Recipient who has forfeited, in whole or in part, the right to exercise them may be reassigned to the person who will replace the Recipient.

Subject to the opinion of the Appointment and Remuneration Committee, the Board of Directors may, at its full discretion, allocate all or part of the shares or of the Quota Portion to the Recipients, even if the Service Condition is not fulfilled.



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## 2) Unpaid Leave of Absence

A Recipient who has taken an unpaid leave of absence and resumes work in accordance with the agreement governing the leave of absence, shall be entitled to receive a number of shares that will be pro-rated on the basis of the period(s) of active employment, thus excluding the period(s) during which the Recipient took the unpaid leave of absence.

## 3) Retirement or old-age pensions

Upon termination of the employment relationship due to fulfilment of the conditions for retirement, a Recipient shall be entitled to receive a number of shares that are proportional to: (i) the date of the assignment letter (as the start date) and (ii) the end of the fiscal year preceding the date of termination of the employment relationship of the Recipient (as the end date). It is understood that in this case, the achievement of the Performance Target or of the Financial Targets shall occur in relation to each Reference Period between the start and end dates and that the shares shall be transferred to the Recipient in advance. Residual Rights shall be deemed to have been definitively extinguished.

## 4) Death of the Recipient

In case of death of the Recipient, his/her heirs will be entitled to receive a number of shares calculated on a pro-rated basis for the period between: (i) the date of the assignment letter (as the start date) and (ii) the end of the fiscal year preceding the date of death (as the end date). It is understood that in this case, the achievement of the Performance Target or of the Financial Target shall occur in relation to each Reference Period between the start and end dates, as defined in this paragraph, and the shares shall be transferred to the Recipient's heirs in advance. Residual Rights shall be deemed to have been definitively extinguished.

## 5) Dismissal for objective justified reason or following resignation for just cause or following the fulfilment of conditions for retirement

In the event of termination of the employment relationship following dismissal for a justified objective reason or resignation for just cause, or in the event of termination of the employment relationship following the fulfilment of the conditions for retirement, the Recipient shall in any case be entitled to receive a number of Shares calculated *pro rata temporis* with respect to the period between: (i) the date of the Assignment Letter (as the start date) and (ii) the date of termination of the Recipient's employment relationship (as the end date), it being understood, in this case, that the Performance Target or the Financial Target must be achieved in relation to each Reference Period between the start date and the end of the financial year preceding the date of termination of the Recipient's employment relationship and that the Shares must be transferred to the Recipient in advance. Residual Rights shall be considered definitively extinguished.

## 6) Removal from the position of director without just cause or resignation with just cause

In the event of termination of the directorship following revocation of the appointment by the Company in the absence of just cause or following resignation from the position for just cause, the Chief Executive Officer, as Recipient, shall in any case be entitled to receive a number of Shares calculated *pro rata temporis* with respect to the period between: (i) the date of the Assignment Letter (as the start date) and (ii) the date of termination of the Recipient's employment relationship (as the end date), it being understood, in this case, that the Performance Target or the Financial Target must be achieved in relation to each Reference Period between the start date and the end of the financial year prior to the date of termination of the Recipient's employment relationship and that the shares must be transferred to the Recipient in advance. Residual Rights shall be considered definitively extinguished.

The Board of Directors, after consulting the Appointment and Remuneration Committee, may, at its sole discretion, decide to grant more favorable conditions to the Recipient or his/her assignees on a case-by-case basis.

In all the cases referred to in point 2) et seq. of this paragraph, the Cash Portion shall not be paid, not even in part, even in the event that Overachievement has been achieved.

## 4.9 Other reasons that may result in plans being cancelled





Without prejudice to the preceding paragraphs, no other cause for cancellation of the LTI 2025-2027 Plan.

**4.10 Reasons underlying any provision regarding the "redemption" by the company of the financial instruments covered by the plans, pursuant to Articles 2357 et seq. of the Italian Civil Code; the Recipients of the redemption, indicating whether it is intended only for particular categories of employees; the effects of termination of employment on said redemption**

The LTI 2025-2027 Plan does not include any clause pursuant to which the Company would redeem the shares.

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

No loans or other incentives are envisaged for the purchase of the shares as the shares are granted free of charge.

**4.12 Indication of valuations of the expected expense for the company at the date of the relevant assignment, as determined on the basis of terms and conditions already defined, by total amount and in relation to each plan instrument**

The expected expense for the Company consists of the fair value of the shares to service the Plan and will be exactly determined on the date the Rights are granted. Information on the overall cost of the Plan will be provided in accordance with the procedures set out in Article 84-bis, paragraph 5, letter a) of the Issuers' Regulations.

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

The maximum number of shares serving the *Stock Grant 2025-2027 Plan* (equal to 10,436,654) will represent a percentage equal to approximately 4% of the Company's current share capital (divided into 259,207,331 ordinary shares) as subsequently increased.

**4.14 Any limits on the exercise of voting rights and the allocation of property rights**

No limits are attached to the exercise of equity and voting rights in relation to the shares to be granted under the LTI 2025-2027 Plan.

**4.15 If the shares are not traded on regulated markets, any information useful for an accurate assessment of the value attributable to them.**

Not applicable as the shares are listed on Euronext Milan.

**4.16 – 4.23**

Not applicable.

**4.24 Share-based compensation plans**

Other information Table I provided for by paragraph 4.24 of Schedule 7 of Annex 3A of the Issuers' Regulations, shall be provided according to the procedures described in art. 84-bis, paragraph 5, of the Issuers' Regulations.

Biadene di Montebelluna (TV), 5 March 2025