



**INFORMATION DOCUMENT RELATING TO THE INCENTIVE PLAN, ENTITLED THE
'LTI PLAN'**

*(drawn up pursuant to Article 84-bis of the Regulation adopted by CONSOB with resolution no.
11971 of 14 May 1999, as subsequently amended and supplemented)*

INTRODUCTION

This information document (the “**Information Document**”), prepared in accordance with the provisions of Article 114-bis of Legislative Decree no. 58 of 24 February 1998 (the “**Consolidated Law on Finance**”), as well as pursuant to Article 84-bis and Schedule 7 of Annex 3A of the Regulation adopted by CONSOB with resolution no. 11971 of 14 May 1999, as subsequently amended and supplemented (the “**Issuers' Regulation**”), concerns the long-term incentive plan entitled the LTI Plan (“**LTI Plan**”, the “**Plan**”) and was prepared for the shareholders' meeting of Nexi S.p.A. (the “**Company**”), convened for 30 April 2025 by the Board of Directors' meeting on 27 February 2025 to resolve, inter alia, on the approval of the Plan.

This Information Document is intended to provide shareholders with the information necessary to exercise their voting rights in an informed manner at the meeting.

It should be noted that the LTI Plan is to be considered of “*particular relevance*” pursuant to Article 114-bis(3) of the Consolidated Law on Finance and Article 84-bis(2) of the Issuers' Regulation, as it is aimed, inter alia, at the Chief Executive Officer and General Manager, the Executives with Strategic Responsibilities and to any other managers with strategic responsibilities of the Company who may be appointed and members of the board of directors of the companies controlled by it pursuant to Article 93 of the Consolidated Law on Finance.

The information resulting from the resolutions that the Board of Directors adopts in implementation of the LTI Plan will be provided in the manner and under the terms indicated in Article 84-bis(5)(a) of the Issuers' Regulation.

This Information Document is made available to the public at the Company's registered office in Milan, at Corso Sempione 55, as well as on the Company's website at the following link <https://www.nexigroup.com/it/gruppo/governance/assemblee-degli-azionisti/>. The Information Document will also be sent to Consob and Borsa Italiana in the manner indicated in Chapter I of the Issuers' Regulation.

DEFINITIONS

Terms with initial capital letters shall have the meanings set forth below in this Information Document:

Directors	persons who hold the position of member of the Board of Directors with executive positions or, in any case, of the administrative body of the Company or of another Subsidiary on the date on which they are identified as Beneficiaries.
Chief Executive Officer	the Company's CEO.
Assignment	means the free assignment of Rights to each Beneficiary approved by the Board of Directors, for each of the three Cycles of the LTI Plan.
Shareholders' Meeting	means the Shareholders' Meeting of the Company.
Awarding	means the determination of the number of Shares that each Beneficiary will receive free of charge by virtue of the accrual of the Performance Shares Rights and/or the Restricted Shares Rights, approved by the Board of Directors, at the end of the Vesting Period for each of the three Cycles of the LTI Plan.
Shares	the ordinary shares of the Company, listed on the Euronext Milan regulated market, organised and managed by Borsa Italiana S.p.A., with no nominal value.
Banding	an international tool that maps and weighs the impact that roles have within the Group's organisation, according to an established methodology.
Beneficiary	each employee of the Group who has received, signed and returned the Letter of Assignment of Rights to the Company.
Newly Recruited Beneficiaries	any newly recruited Group employees belonging to the selected bands, not subject to a Performance Management evaluation precisely because they are new hires who, in the absence of a decision to the contrary by the Company, may be included among the Beneficiaries of the Cycle, depending on the case, (i) of the first Cycle following the hiring date or (ii) of the Cycle whose first year is already in progress on the recruitment date.
Change of Control	with regard to the Company, indicates the direct or indirect acquisition of control of the Company by a party, pursuant to Article 93 of the Consolidated Law on Finance.

	With regard to the Subsidiaries with which there is an existing Relationship, this indicates the direct or indirect acquisition of control of the Subsidiary by a party other than the Company, pursuant to Article 93 of the Consolidated Law on Finance.
Cycle	each of the LTI Plan's three three-year cycles for the accrual of Rights, i.e. the 2025-2027, 2026-2028 and 2027-2029 cycles, respectively, within the time span included in the relevant Vesting Period.
Claw-back	means the return clause according to which the Company shall have the right to ask the Beneficiaries for the return, in whole or in part, of any Shares awarded under the LTI Plan.
Corporate Governance Code	the corporate governance code for listed companies, prepared by the Committee for the corporate governance of listed companies promoted by Borsa Italiana S.p.A., in force from time to time.
ESG Objective	Indicates the set of objectives in the Environmental, Social and Governance areas, defined according to the evolution of priorities outlined by the Company
Remuneration and Appointment Committee	the committee established by the Board of Directors of the Company pursuant to and for the purposes of the Corporate Governance Code.
Board of Directors	the Company's Board of Directors.
General Manager	the General Manager of the Company, with duties as general manager of the Group.
Executives with Strategic Responsibilities	means those managers who have the power and responsibility, directly or indirectly, for the planning, direction and control of the Company's activities.
Rights	indicates the rights assigned to the Beneficiaries to receive a Share free of charge against the accrual of a Performance Shares Right or a Restricted Shares Right, under the terms and conditions set out in the Rules.
Performance Shares Right	a right whose accrual is subject to the achievement of the respective Performance Objective, as well as the fact that the Relationship must be in place at the end of the Vesting Period under the terms and conditions laid down in the Rules.
Restricted Shares Right	a right whose accrual is subject to the elapsing of the Vesting Period, as well as the fact that the Relationship must be in place at the end of said Vesting Period under the terms and conditions laid down in the Rules.

Information Document	this information document, drawn up in accordance with the requirements of Article 114-bis of the Consolidated Law on Finance.
Issuance of Shares	the free issuance of Shares, in several tranches, without increasing the share capital, pursuant to Article 2349(1) of the Italian Civil Code, to be submitted to the Shareholders' Meeting of 30 April 2025 for approval.
Euronext Milan	the regulated market organised and managed by Borsa Italiana S.p.A. on which the Company's ordinary shares are traded.
Group or Nexi Group	collectively, the Company and its Subsidiaries.
Holding Period	period of two years starting from the end of the Vesting Period during which, for certain Beneficiaries or categories of Beneficiaries, 50% of the Shares remaining at the end of any sell-to-cover procedure cannot be transferred by the Beneficiary.
Reference Index	<p>Weighted average of the percentage change in the following three indices between the beginning and the end of the Vesting Period:</p> <ul style="list-style-type: none"> - Peer Group of 10 Fintech competitors (weighing 50%) - EURO STOXX® Technology (technology sector) (25% weight) - FTSE MIB (companies listed on the Milan Stock Exchange) (weighing 25%) <p>without prejudice to the Company's right, based on its own assessments, to replace these indices in the event that exceptional circumstances arise during the Vesting Period (e.g. the Company's inclusion on another stock exchange index or, with reference to the Peer Group, a merger, acquisition or delisting or other extraordinary event that changes its corporate purpose).</p>
Intermediary	Intermediary that may be appointed by the Company for the purpose of transferring the Shares to the Beneficiaries under the LTI Plan.
Letter of Assignment of Rights	letter – to which the Rules are attached, forming an integral and essential part thereof – through which the Beneficiary is notified of their participation in the LTI Plan, the assignment of their Rights and the signature of which by the Beneficiary and return to the Company, for all intents and purposes, constitutes

	full and unconditional adherence to the LTI Plan as governed by the Rules.
Letter of Awarding of Shares	Letter with which the Company informs the Beneficiary of the number of Shares that will be transferred to the securities account in the Beneficiary's name as a result of the accrual of the Rights (remaining at the end of any sell-to-cover procedure).
Penalty	means the non-attribution clause under which the Company shall be entitled not to allocate all or part of any Rights that may be awarded under the LTI Plan.
Performance Objectives	indicates the objectives of the LTI Plan as defined by the Board of Directors, achievement of which is subject to the accrual of the Performance Shares Rights and the Awarding of Shares to each Beneficiary at the end of the Vesting Period, for each of the three Cycles.
OCF	operating cash flow generated by the Group on an annual basis, as defined in paragraph 4.5.
Cumulative Actual OCF	sum of the OCFs generated by the Company during the relevant Vesting Period, with it being understood that, for the first Cycle, the initial term for the purposes of measuring the Cumulative Actual OCF shall start from 1 January 2025.
Cumulative Target OCF	Amount in Euros resulting from the sum of annual OCFs during the Vesting Period as provided in the Group's industrial plan approved by the Board of Directors or, in the absence of this, the sum of annual OCFs from budgets approved by the Board of Directors during the Vesting Period, without prejudice to the Company's right, according to its discretionary evaluations, to modify such amount to maintain substantially unchanged the Performance Objective of the cumulative OCF Delta and the substantial and economic content of the LTI Plan in case exceptional circumstances occur during the Vesting Period
Performance Management	instrument adopted from time to time by the Company for evaluating the performance of each Group employee.
LTI Plan	the long-term incentive plan represented in this Information Document.
Remuneration policy	the first section of the report on the Group's remuneration policy and compensation paid, with an annual time frame, to be submitted to the Shareholders' Meeting on 30 April 2025 for approval.

Final Price	<p>for the first Cycle: the arithmetic mean of the Share prices recorded in the thirty trading days prior to 31 December 2027.</p> <p>For the second Cycle: the arithmetic mean of the Share prices recorded in the thirty trading days prior to 31 December 2028.</p> <p>For the third Cycle: the arithmetic mean of the Share prices recorded in the thirty trading days prior to 31 December 2029.</p>
Starting Price	<p>for the first Cycle: the arithmetic mean of the Share prices recorded in the thirty trading days prior to 1 January 2025.</p> <p>For the second Cycle: the arithmetic mean of the Share prices recorded in the thirty trading days prior to 1 January 2026.</p> <p>For the third Cycle: the arithmetic mean of the Share prices recorded in the thirty trading days prior to 1 January 2027.</p>
Relationship	an employment relationship between the Beneficiary and, as the case may be, the Company or a Subsidiary.
Cumulative OCF Delta	percentage change between the Cumulative Target OCF and the Cumulative Actual OCF.
Relative TSR	difference between the Actual TSR (expressed as a percentage) and the Reference Index (expressed as a percentage).
Rules	the Rules, as amended and supplemented from time to time by the Company, governing (together with the Letter of Assignment of Rights, the Letter of Awarding of Shares and any other communications from the Company to the Beneficiary) the terms and conditions of the LTI Plan.
Issuers' Regulation	the Regulation adopted by CONSOB with resolution no. 11971 of 14 May 1999, as subsequently amended and supplemented.
Company	Nexi S.p.A., with registered office at Corso Sempione 55, Milan, registered in the Company Register of Milan, Monza Brianza and Lodi with tax code 09489670969, and any successors or assignees.
Subsidiary	each company directly or indirectly controlled by the Company, pursuant to Article 2359 of the Italian Civil Code with which one or more Beneficiaries have a Relationship.
Transfer	transfer of ownership of the Shares for any reason.
Actual TSR	indicator that measures the overall performance of a Share according to the following formula:

$$\frac{(\text{Final Price} - \text{Starting Price} + \text{Dividends})}{\text{Starting Price}}$$

	<p>‘Dividends’ means the aggregate amount of all distributions per Share made by the Company in the relevant Vesting Period including in the form of dividends, reserves, capital or other equity items.</p>
Consolidated Law on Finance	<p>indicates Italian Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented.</p>
Vesting Period	<p>For the first Cycle, the period from 1 January 2025 to 31 December 2027.</p> <p>For the second Cycle, the period from 1 January 2026 to 31 December 2027.</p> <p>For the third Cycle, the period from 1 January 2027 to 31 December 2029.</p> <p>Exclusively with reference to the Assignment of Restricted Shares Rights, in the presence of a need to attract and retain resources in a highly competitive international and cross-sector context, the Vesting Period may be defined from a minimum of 2 up to a maximum of 3 years, with the possibility of dividing the Vesting Period itself..</p>

1. RECIPIENTS

The LTI Plan is reserved for the Group Chief Executive Officer and General Manager and additional Group employees, including Executives with Strategic Responsibilities.

The Beneficiaries are identified at the sole discretion of the Board of Directors, according to the criteria better specified in paragraph 1.2, taking into account the Remuneration Policy and having consulted – with regard to the members of the Board of Directors and the Executives with Strategic Responsibilities – the Remuneration and Appointment Committee.

The LTI Plan is divided into three three-year Cycles and envisages, for the first Cycle (i.e. 2025-2027), the Assignment of a maximum of 6.814.029 Rights.

As for the number of Rights to be assigned for the second and third Cycle (i.e. 2026-2028 and 2027-2029), they have not yet been determined at the date of the Information Document; this information will be communicated subsequently, pursuant to Article 84-bis(5) of the Issuers' Regulation.

Without prejudice to the foregoing, identification as a Beneficiary of a Cycle does not give the Beneficiary in question the right to participate in subsequent Cycles or in any other incentive plans that the Company or the Group may implement in the future.

1.1 **Name of the recipients who are members of the board of directors or of the management board of the issuer of financial instruments, of the parent companies of the issuer and of the companies directly or indirectly controlled by the latter**

The only director of the Company to whom Rights will be assigned is Paolo Bertoluzzo, Chief Executive Officer and General Manager, who is participating in the LTI Plan as General Manager of the Nexi Group.

If there are also some persons among the Beneficiaries who hold positions on the boards of directors of Subsidiaries, it is specified that such persons, although holding corporate positions in one or more of the Subsidiaries, will be identified by the Board of Directors as Beneficiaries, for the purposes of the LTI Plan, for the organisational position held in the Group by virtue of the subordinate employment relationship. These parties, in fact, do not receive any fee as directors but are exclusively remunerated by the Company with which they enter into the employment relationship and by virtue of the latter.

It is understood that, unless otherwise decided by the Company, any Group employees belonging to the selected bands not subject to a Performance Management evaluation because they are new hires shall be included among the Beneficiaries, as Newly Recruited Beneficiaries, depending on the case, (i) of the first Cycle following the hiring date or (ii) of the Cycle whose first year is already in progress on the recruitment date. The Company always has the right to identify, at its own discretion, additional Beneficiaries who do not fully meet the above criteria, or only partially.

1.2 Categories of employees or agents of the issuer of financial instruments and of the parent or subsidiaries of said issuer

In addition to the Chief Executive Officer and General Manager, the LTI Plan is aimed at selected Group employees with permanent contracts.

The categories of Beneficiaries of the LTI Plan will be identified by the Board of Directors according to the criteria of the Banding, i.e. the Beneficiary's belonging to some selected bands, of Performance Management, i.e. the performance rating relating to the year prior to the Assignment, and of the potential assessment for the bands for which it is available.

1.3 Name of the parties benefiting from the Plan belonging to the following groups indicated in point 1.3, letter (a), (b) and (c) of Annex 3A, Schedule 7 of the Issuers' Regulations

(a) General Managers of the Company:

The General Manager (and Chief Executive Officer) of the Company Paolo Bertoluzzo is a Beneficiary of the LTI Plan.

(b) Other directors with strategic responsibilities of a Company which is not of "smaller size", pursuant to Article 3(1)(f) of the Related Parties Regulation, in the event that they have received, during the year, total remuneration (obtained by adding the monetary remuneration to that based on financial instruments) greater than the highest total remuneration among those awarded to the members of the board of directors, or of the management board, and to the general managers of the Company;

Not applicable since, at the date of the Information Document, the Beneficiaries of the LTI Plan have not yet been identified; this information will be communicated subsequently, pursuant to Article 84-bis(5) of the Issuers' Regulation.

(c) Natural persons controlling the Company, who are employees or who perform cooperation activities in the Company

Not applicable.

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

(a) Executives with Strategic Responsibilities other than those indicated in letter b) of paragraph 1.3;

As of the date of the Information Document, two Executives with Strategic Responsibilities (in addition to the Chief Executive Officer and General Manager) have been identified, all of whom are Beneficiaries of the LTI Plan. The related information will be provided according to the procedures and within the terms of Article 84-bis(5) of the Issuers' Regulation.

- (b) *In the case of "smaller companies" pursuant to Article 3(1)(f) of the Related Parties Regulation, an aggregate indication of all managers with strategic responsibilities of the Company;*

Not applicable, since the Company does not represent a 'smaller' enterprise.

- (c) *Any other categories of employees or agents for whom differentiated characteristics of the Plan have been envisaged (e.g. managers, executives, employees, etc.);*

The Assignable Rights (as better described in paragraph 2.2 below) are divided into two classes: the Performance Shares Rights and the Restricted Shares Rights.

As a rule, only Performance Shares Rights may be assigned to the General Manager and to Executives with Strategic Responsibilities.

If it is necessary to attract and retain key resources in a highly competitive international and cross-sector context in order to maintain a strong alignment with investors, subject to the opinion of the Remuneration and Appointment Committee and after consulting the Related Parties Committee, Executives with Strategic Responsibilities (excluding the Chief Executive Officer and General Manager) may also be included among the recipients of the Restricted Shares Rights. Any such Assignment may only be made once within the duration of the LTI Plan.

With specific regard to any Newly Recruited Beneficiaries, unless otherwise decided by the Company, the number of Rights assigned shall be determined (i) by calculating the number of Rights assigned to Beneficiaries with performance "*in line with expectations*" or equivalent and (ii) on a pro-rata basis based on when the hiring date was during the Cycle of which they will be Beneficiaries.

With regard to Group employees belonging to the selected bands not subject to Performance Management evaluation because they are absent on maternity/paternity/parental leave, unless otherwise decided by the Company, the number of Rights assigned shall be determined by calculating the number of Rights assigned to Beneficiaries with performance "*in line with expectations*" or equivalent.

In addition, the Shares awarded under the LTI Plan to the General Manager, Executives with Strategic Responsibilities, the managers reporting to the General

Manager and the other members of the Group Executive Committee are subject to a Holding Period

With regard to employees belonging to the control functions, only Restricted Shares can be assigned, in line with the principles of sound and prudent management adopted by the Company.

2. REASONS FOR THE ADOPTION OF THE PLAN

2.1 Objectives to be achieved through the awarding of the Plan

The LTI Plan is aimed at:

- a) guide the company's performance in the medium to long term by aligning management behaviours with the company strategy and risk management policies;
- b) retain the key people in the Group who hold high impact roles with the organisation and who have relevant skills, thus providing the Group with a competitive advantage; and
- c) align management with the interests of shareholders and investors.

With the aim of achieving these purposes, it should be noted that:

- (i) the LTI Plan is developed over a long-term time frame, for each of the three Cycles on a three-year basis (2025-2027, 2026-2028 and 2027-2029);
- (ii) the assigned Rights are normally subject to a Vesting Period of 3 (three) years: from 1 January 2025 to 31 December 2027, for the first Cycle; from 1 January 2026 to 31 December 2028, for the second Cycle; and from 1 January 2027 to 31 December 2029, for the third Cycle;
- (iii) after the approval of the financial statements for the final financial year of each Vesting Period (i.e. financial years 2027, 2028 and 2029), following verification of the achievement of the Performance Objectives, with regard to the Performance Shares Rights, and the elapsing of the Vesting Period, with regard to the Restricted Shares Rights, the Company will determine the number of Rights accrued and therefore the number of Shares to be awarded to each Beneficiary,

Notwithstanding the foregoing, the allocated Shares may be subject to a Holding Period of two years, starting from the end of the Vesting Period, during which, for certain Beneficiaries or categories of Beneficiaries, 50% of the Shares remaining at the end of any sell-to-cover procedure may not be transferred. The Shares awarded under the LTI Plan to the General Manager, Executives with Strategic Responsibilities and other managers reporting to the Group General Manager and the other members of the Group Executive Committee are always subject to a Holding Period.

In order to balance the fixed remuneration and the variable remuneration with the creation of value for the Group, the LTI Plan envisages, for certain categories of Beneficiaries, depending on their role, a different number of Rights (and, therefore, of Shares) that each Beneficiary will have the opportunity to obtain, based on a percentage of his/her fixed

remuneration, in the event of achievement of the relative Performance Objectives, for each Reference Cycle and, in particular:

- a) for the Chief Executive Officer and General Manager, the target amount for each Cycle is equal to 130% of their fixed remuneration; and
- b) for Executives with Strategic Responsibilities, there is a target amount for each Cycle up to a maximum of 100% of the relative fixed remuneration.

For determining the number of Rights to be assigned, the arithmetic average of the Share prices recorded in the thirty open stock market days preceding the date of the Shareholders' Meeting that will approve the financial statements during the first year of each Cycle of the Plan (i.e., for the first Cycle of the Plan, the Shareholders' Meeting that will be held on April 30, 2025) will be taken into consideration.

These time frames are deemed suitable to facilitate the achievement of the incentive and loyalty objectives that comprise the LTI Plan, so that the overall remuneration is adequately balanced and also depends in part on the achievement of certain Performance Objectives, linked to the company's results.

In case of Assignment of Restricted Shares Rights to Executives with Strategic Responsibilities, a maximum amount is provided, on an annual basis, equal to two-thirds of the fixed remuneration. The number of Restricted Shares Rights assigned will be calculated based on the arithmetic average of the Share prices recorded in the thirty open stock market days preceding the date of the Board of Directors meeting that will approve the relative assignment.

2.2 Key variables, also in the form of performance indicators, considered for the purposes of the awarding of the Plan

The Rights that may be awarded are divided into two classes: Performance Shares Rights and Restricted Shares Rights. The key variables for Awarding purposes referred to in the LTI Plan differ according to the class of Rights and are described in more detail below.

Key variables for the accrual of Restricted Shares Rights

Restricted Shares Rights are Rights whose accrual is subject to the elapsing of the Vesting Period, as well as the fact that the Relationship must be in place at the end of said Vesting Period.

Key variables for the accrual of the Performance Shares Rights

Performance Shares Rights are Rights whose accrual is subject to the achievement of the respective Performance Objective, as well as the fact that the Relationship must be in place at the end of the Vesting Period.

I. Vesting

The Performance Shares Rights assigned within each Cycle mature upon completion of the Vesting Period, subject to the existence of the following conditions:

A. Performance Objectives

The Board of Directors has identified the Performance Objectives, the achievement of which must be verified for each individual independently; these Performance Objectives are shown in the following table:

Relative Total Shareholder Return or Relative TSR	Delta Operating Cash Flow or Cumulative OCF Delta	ESG Objective
<i>WEIGHT 40%</i> <i>of the Performance Shares Rights assigned on the achievement of the minimum objective of the Relative TSR</i>	<i>WEIGHT 50%</i> <i>of the Performance Shares Rights assigned on the achievement of the minimum objective of the Cumulative OCF Delta</i>	<i>WEIGHT 10%</i> <i>of the Performance Share Rights assigned upon achievement of the minimum ESG objective</i>

The Board of Directors, for the second or third Cycle, may confirm or modify the Performance Objective in the ESG, Environmental, Social and Governance area, depending on the evolution of the priorities outlined by the Company.

II. Change of Control

In the event of a Change of Control of a Company or Subsidiary, the Company shall have the right (but not the obligation) to fully or partially accelerate the accrual of the Rights (and therefore the Awarding of the Shares) on a pro-rata basis according to terms and conditions that shall be established by the Company or - solely in the hypothesis of a Change of Control of a Subsidiary - to fully revoke the Rights, which shall thus become ineffective, terminating participation in the LTI Plan without any indemnity or compensation due to the Beneficiary by the Company.

III. Delisting

The approval of any operation that involves, directly or indirectly, the delisting of the Shares from Euronext Milan will result in early accrual, so that each Beneficiary is guaranteed the possibility of promptly selling their allocated Shares before the actual delisting.

For more information, see paragraph 4.5 below.

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

The number of assignable Rights for each Cycle is determined annually by the Board of Directors which, as a rule, decides on a discretionary basis the number of Rights assigned for each Beneficiary and the class of Rights (Performance Shares Rights or Restricted

Shares Rights), , taking into consideration the Banding, the performance evaluation and the potential assessment for the bands for which it is available indicating this number in the Letter of Assignment of Rights.

The Board of Directors may provide for further Assignments to additional Beneficiaries, including Newly Recruited Beneficiaries who joined the Group during the period of validity of the LTI Plan and, in such cases, unless otherwise decided by the Company, the number of assigned Rights will be determined, without prejudice to their belonging to selected bands:

- (i) by calculating the number of Rights assigned to Beneficiaries whose performance is “*in line with expectations*” or equivalent; and
- (ii) on a pro-rata basis, by considering when the date when they were recruited occurred during the Cycle of which they will be Beneficiaries.

With regard to Group employees belonging to the selected bands not subject to Performance Management evaluation because they are absent on maternity/paternity/parental leave, unless otherwise decided by the Company, the number of Rights assigned shall be determined by calculating the number of Rights assigned to Beneficiaries with performance “*in line with expectations*” or equivalent.

As regards the consistency between the elements underlying the determination of remuneration referred to in this LTI Plan and the set objectives, see Paragraph 2.1 above.

2.4 Reasons for any decision to award remuneration plans based on financial instruments not issued by the Company, such as financial instruments issued by subsidiaries or parent companies or third-party companies with respect to the Group; in the event that the aforementioned instruments are not traded on regulated markets, information on the criteria used to determine the value attributable to them

Not applicable.

2.5 Assessments of significant tax and accounting implications that have affected the definition of the Plan

The preparation of the LTI Plan was not influenced by significant tax or accounting assessments.

2.6 Any support of the Plan from the Special fund for incentivising employee participation in enterprises, referred to in Article 4(112) of Italian Law no. 350 of 24 December 2003

The LTI Plan does not receive support from the ‘Special fund for incentivising employee participation in enterprises’, referred to in Italian Law no. 350 of 24 December 2003.

3. APPROVAL PROCESS AND TIME FRAME FOR THE AWARDING OF SHARES

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

On 27 February 2025, the Board of Directors approved the Rules and resolved, *inter alia*, to submit the LTI Plan to the Shareholders' Meeting convened on 30 April 2025 for approval. The Shareholders' Meeting will be asked to vest the Board of Directors, with the power to sub-delegate to one or more of its members, with all the necessary and appropriate powers to implement the LTI Plan.

For more information on the LTI Plan, see the explanatory report on the related agenda item available on the Company's website <https://www.nexigroup.com/it/gruppo/governance/assemblee-degli-azionisti/>.

3.2 Indication of the persons tasked with administering the Plan and their functions and responsibilities

Administration of the LTI Plan is required from the Board of Directors of the Company with the power to sub-delegate to one or more of its members, without prejudice to the exclusive competence of the Board of Directors for decisions relating to the Chief Executive Officer and to the head of the audit function as well as to Executives with Strategic Responsibilities (with the involvement of the Chief Executive Officer). In this regard, *inter alia*, the following functions are requested from the Board of Directors with the power to sub-delegate, as the case may be:

- a) identifying the Beneficiaries;
- b) establishing the maximum number of Rights to be assigned in compliance with the criteria set out in this LTI Plan and the Rules;
- c) verifying (i) that the Performance Objectives have been achieved in order to establish the number of Performance Shares Rights accrued and/or (ii) the elapsing of the Vesting Period for the accrual of the Restricted Shares Rights and, consequently, determining the number of Shares to be awarded;
- d) regulating the rights of Beneficiaries and/or rectifying the Assignment conditions in the cases and according to the provisions in the Rules;
- e) fulfilling, including by proxy to the Chief Executive Officer, with the right to sub-delegate to the Company's structures, all the obligations relating to the execution of the LTI Plan;
- f) defining the Performance Objectives for each Cycle; and
- g) proposing to the Shareholders' Meeting any substantial change relating to the LTI Plan.

3.3 Any existing procedures for the revision of the Plan, including in relation to any changes in the basic objectives

Without prejudice to the competence of the Shareholders' Meeting to decide on any substantial changes to the LTI Plan, the Board of Directors is the body competent to make changes to the LTI Plan.

3.4 Description of how to determine the availability and assignment of the financial instruments on which the Plan is based (e.g. free assignment of shares, capital increases excluding option rights, purchase and sale of treasury shares)

The LTI Plan is based on the Assignment of Rights that give entitlement to receive Shares free of charge.

The Shares serving the LTI Plan will be partly the subject of a new issue, in accordance with the Issuance of Shares, and partly allocated from the Company's portfolio of treasury shares.

3.5 Role played by each director in determining the characteristics of the Plan; any recurrence of situations of conflicts of interest for the directors concerned

The characteristics of the LTI Plan were determined collectively by the Company's Board of Directors, with the support of the Remuneration and Appointment Committee.

As regards the recurrence of any situations of conflict of interest for the directors concerned, it should be noted that the Chief Executive Officer holding office at each relevant time and also the Executives with Strategic Responsibilities and employees of the Company or other Subsidiaries could potentially be included among the Beneficiaries. In this regard, it is worth noting that any decision connected with and/or pertinent to the Assignment of Rights and/or the Awarding of Shares will remain the exclusive responsibility of the Board of Directors with regard to (i) the Chief Executive Officer and General Manager and (ii) the head of the audit function, as well as the Executives with Strategic Responsibilities (with the involvement of the Chief Executive Officer).

3.6 For the purposes of the requirements of Article 84-bis(1) of the Issuers' Regulation, the date of the decision taken by the body responsible for proposing the approval of the plans to the shareholders' meeting, and of any proposal by the remuneration and appointment committee

The Remuneration and Appointment Committee approved and defined the LTI Plan during the meeting held on 24 February 2025. In its meeting on 27 February 2025, the Board of Directors approved the LTI Plan and resolved, inter alia, to submit the LTI Plan to the Shareholders' Meeting convened on 30 April 2025 for approval.

For complete details, reference should be made to paragraph 3.1 of this Information Document.

3.7 For the purposes of the requirements of Article 84-bis(5)(a) of the Issuers' Regulation, the date of the decision taken by the competent body on the assignment of instruments and of any proposal made to the aforementioned body by the remuneration and appointment committee

The Shareholders' Meeting called to approve the LTI Plan is scheduled for 30 April 2025. In the event of approval of the LTI Plan covered by this Information Document, the Board of Directors and/or the Chief Executive Officer, according to their respective powers, will take the relevant decisions for its implementation, and, in particular, on the proposal of the Remuneration and Appointment Committee and where envisaged, with the involvement of the Related Parties Committee, will select the Beneficiaries, as already described in paragraph 2.1. also determining the number and type of Rights that can be assigned to such Beneficiaries.

3.8 Market price, recorded on the above dates, for the financial instruments on which the plans are based, if traded on regulated markets

On 24 February 2025, when the Remuneration and Appointment Committee met to define the proposal on the LTI Plan to be submitted to the Board of Directors, the official stock exchange share price was equal to Euro 4.741.

On 27 February 2025, when the Board of Directors met to define the proposal on the LTI Plan to be submitted to the Shareholders' Meeting, the official stock exchange share price was equal to Euro 4.642.

The official price of the Shares recorded at the time of approval by the Shareholders' Meeting will be communicated in accordance with Article 84-bis(5) of the Issuers' Regulation.

The official price of the Shares recorded at the time of the Assignment of the Rights for the second and third Cycle by the Board of Directors to the additional Beneficiaries shall be notified pursuant to Article 84-bis(5) of the Issuers' Regulation.

The official price of the Shares recorded at the time of the Awarding of the Shares by the Board of Directors shall be communicated pursuant to Article 84-bis(5) of the Issuers' Regulation.

3.9 In the case of plans based on financial instruments traded on regulated markets, under what terms and in what manner the Company takes account, in selecting the time frame for the assignment of the instruments in implementation of the Plan, of the possible coincidence in time between: (i) said assignment or any decisions taken in this regard by the remuneration and appointment committee, and (ii) the dissemination of any relevant information pursuant to Article 17 of Regulation (EU)

no. 596/2014, e.g. in the event that such information is: a) not already public and capable of positively influencing market prices, or b) already published and capable of negatively influencing market prices

It should be noted that the Board of Directors – or the Chief Executive Officer if delegated by it based on the role played by the Beneficiary and on the strategic nature of the resource – will select the Beneficiaries and the number of assignable Rights on achievement of the Performance Objectives, after consulting the Remuneration and Appointment Committee and, where necessary, the Related Parties Committee

The structure of the LTI Plan, the conditions, the duration and the methods of Awarding the Shares do not suggest, at present, that the Awarding can be significantly influenced by the possible dissemination of relevant information pursuant to Article 17 of Regulation (EU) no. 596/2014.

In any case, the Directors and Executives with Strategic Responsibilities will be required to comply with the applicable regulatory provisions, with particular reference to the legislation on market abuse and the disposal of the Shares awarded for participation in the LTI Plan.

4. CHARACTERISTICS OF THE AWARDED INSTRUMENTS

4.1 Description of the forms into which the Plan is structured - for example, indicate whether the plan is based on the allocation of: financial instruments (assignment of restricted stock); the increase in value of such instruments (phantom stock); option rights that allow the subsequent purchase of financial instruments (option grant) with settlement by physical delivery (stock option) or in cash on the basis of a differential (stock appreciation right);

Each Right is assigned to the Beneficiary free of charge and similarly, upon accrual of the Rights, the relevant Shares are transferred to the Beneficiaries free of charge.

The Rights are personal, named, non-transferable and non-negotiable in any way or for any reason.

Shares are awarded with regular entitlement and, therefore, the rights related to them are assigned to each Beneficiary from the moment they become the holders of said Shares.

4.2 Indication of the period of actual implementation of the plan with reference also to any different cycles envisaged

The LTI Plan envisages that Rights shall be assigned in three Cycles, each lasting three years.

With regard to the first Cycle, the Rights will accrue after the relevant Vesting Period ending on 31 December 2027 and the related Shares will be awarded in 2028.

With regard to the second Cycle, they will accrue after the relevant Vesting Period ending on 31 December 2028 and the related Shares will be awarded in 2029.

With regard to the third Cycle, they will accrue after the relevant Vesting Period ending on 31 December 2029 and the related Shares will be awarded in 2030.

For some categories of Beneficiaries, including the General Manager and Chief Executive Officer and Executives with Strategic Responsibilities, there is a Holding Period of two years with reference to 50% of the Shares awarded, net of any sell-to-cover provisions.

In case of Assignment of Restricted Share Rights due to the need to attract and retain resources in a highly competitive international and cross-sectoral context, the Vesting Period may be defined from a minimum of 2 up to a maximum of 3 years, with the possibility of dividing the Vesting Period itself (also with reference to assignments to Executives with Strategic Responsibilities, excluding the Chief Executive Officer and General Manager).

4.3 End of the Plan

Without prejudice to the provisions of paragraph 4.2 above and in consideration of the provisions of the LTI Plan on vesting, Shares may be awarded to the Beneficiaries, under the terms and conditions of the LTI Plan, until 2030, the last foreseeable hand-over date for Shares whose related Rights had been assigned at the beginning of the third Cycle, during 2027, without prejudice to compliance with any Holding Period envisaged.

4.4 Maximum number of financial instruments, also in the form of options, assigned in each fiscal year in relation to named individuals or the categories indicated

The maximum number of Rights that can be assigned to the Beneficiaries for the first Cycle (i.e. 2025-2027), in execution of the LTI Plan, is 6.814.029 corresponding to a maximum number of Shares to be awarded, considering, for the Performance Shares Rights, the maximum Performance Objectives achieved of 10.546.097.

As for the number of Rights to be assigned for the second and third Cycle (i.e. 2026-2028 and 2027-2029), they have not yet been determined at the date of the Information Document; this information will be communicated subsequently, pursuant to Article 84-bis(5) of the Issuers' Regulation.

The maximum number of Rights that can be assigned for each Cycle is established annually by the Board of Directors on the proposal of the Remuneration and Appointment Committee. In compliance with this maximum number, Rights not assigned in a Cycle, or made available again to the Company, may be assigned by the Board of Directors until the date of the Assignment of Rights for the last Cycle of the LTI Plan.

4.5 Methods and clauses for the implementation of the Plan, specifying whether the actual awarding of the instruments is subject to the occurrence of conditions or to the achievement of certain results, including performance results; descriptions of such conditions and results

Without prejudice to the fact that the Relationship must exist at the end of the Vesting Period, the Awarding of the Shares is subject, in the case of the Performance Shares Rights, to the achievement of specific Performance Objectives and, in the case of the Restricted Shares Rights, to the simple elapsing of the Vesting Period.

On the Assignment date, a number of eligible Rights shall be assigned as indicated in paragraph 2.3 above.

Without prejudice to the provisions in paragraph 2.2 above regarding the Performance Objectives, on the basis of the percentage achievement of the Performance Objectives, measured at the end of the Vesting Period, each Beneficiary will accrue a certain percentage of assigned Performance Shares Rights and, consequently, of Shares, as described below, for each Cycle of the LTI Plan.

(i) First Performance Objective: Relative TSR

The accrual of 40% of the Performance Shares Rights is connected to the achievement of certain values in the Relative TSR Performance Objective (given by the difference between the Actual TSR and the Reference Index). The percentage of Performance Shares Rights actually accrued on the basis of the Relative TSR is calculated as follows:

Relative TSR			Performance Shares Rights	
From	A		From	A
-10%	0%	→	0%	100%
0%	>+10%	→	100%	200% (cap)

Therefore, if the Relative TSR exceeds the target objective threshold of 0%, in addition to accruing all Performance Shares Rights related to the Relative TSR already assigned to the Beneficiary (as indicated in the Letter of Assignment of Rights), additional Performance Shares Rights related to the Relative TSR shall be simultaneously assigned (already accrued) to the same Beneficiary with an overall upper cap of 200% of the Performance Shares Rights related to the Relative TSR already assigned to the Beneficiary (as indicated in the Letter of Assignment of Rights). Within one of the ranges indicated in the tables above, the number of Performance Shares Rights connected with the accrued Relative TSR shall be determined by linear interpolation between the extremes of that range.

(ii) Second Performance Objective: Cumulative OCF Delta

The accrual of 50% of the Performance Shares Rights is connected to the achievement of certain values in the Cumulative OCF Delta Performance Objective (percentage variation

between the Cumulative Target OCF and the Cumulative Actual OCF). The percentage of Performance Shares Rights actually accrued on the basis of the Cumulative OCF Delta is calculated as follows:

Cumulative OCF Delta			Performance Shares Rights	
From	A		From	a
-10%	0%	→	0%	100%
0%	>+5%	→	100%	200% (cap)

Therefore, if the Cumulative OCF Delta exceeds the target objective threshold of 0%, in addition to accruing all Performance Shares Rights related to the Cumulative OCF Delta already assigned to the Beneficiary (as indicated in the Letter of Assignment of Rights), additional Performance Shares Rights related to the Cumulative OCF Delta shall be simultaneously assigned (already accrued) to the same Beneficiary with an overall upper cap of 200% of the Performance Shares Rights tied to the Cumulative OCF Delta already assigned to the Beneficiary (as indicated in the Letter of Assignment of Rights). Within one of the ranges indicated in the tables above, the number of Performance Shares Rights related to the accrued Cumulative OCF Delta shall be determined by linear interpolation between the extremes of that range.

(iii) Third Performance Objective: ESG Objective

The accrual of 10% of the Performance Shares Rights is related to the achievement of certain values in the ESG Performance Objective, the scorecard for which, for the 2025-2027 cycle, is calculated as follows:

ESG				Performance Shares Rights
ESG KPIs	Weight			
Share of women in managerial roles	30%	⇒		from 0% to 200% (cap) of target amount, as a result of the weighted average payout of each ESG KPI
Total sales of digital proposition objects	35%	⇒		
Percentage reduction of emissions from own operations (Scope 1&2) vs FY 2024*	35%	⇒		
	100%			

* Scope 1 & 2 Definitions in line with the GHG Protocol Corporate Accounting and Reporting Standard

For the sake of clarity, if the ESG Objective reaches a payout that exceeds 100%, in addition to accruing all Performance Shares Rights related to the ESG Objective already assigned to the Beneficiary (as indicated in the Letter of Assignment of Rights), additional Performance Shares Rights related to the ESG Objective will be simultaneously assigned (already accrued) to the same Beneficiary with an overall upper cap of 200% of the Performance Shares Rights related to the ESG Objective already assigned to the Beneficiary (as indicated in the Letter of Assignment of Rights).

After the end of the Vesting Period, the Board of Directors will verify the level of achievement of the Performance Objectives for the Performance Shares Rights, determining the number of Rights (including the Restricted Shares Rights, accrual of which is subject to the simple elapsing of the Vesting Period) accrued by the Beneficiary.

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

The Rights are personal, named, non-transferable and non-negotiable in any way or for any reason.

Without prejudice to the provisions of the following paragraph, each Beneficiary shall have the right to sell all or part of the Awarded Shares, at any time.

With reference to the Chief Executive Officer and the Executives with Strategic Responsibilities and the other persons reporting directly to the Group General Manager and the other members of the Group Executive Committee included from time to time among the Beneficiaries, a Holding Period will apply, starting from the end of the Vesting Period, during which, for certain Beneficiaries or categories of Beneficiaries, 50% of the Shares remaining at the end of any sell-to-cover procedure may not be transferred.

4.7 Description of any termination conditions in relation to the awarding of the plans in the event that the recipients carry out any hedging transactions that enable the cancellation of any prohibitions on the sale of the financial instruments assigned, including in the form of options, or of the financial instruments deriving from the exercising of such options

Not applicable

4.8 Description of the effects caused by termination of an employment relationship or of the office as director

The Awarding of Shares deriving from the LTI Plan is in any case subject to the continuation of the Relationship between the Beneficiary and the Company or the Subsidiary until the end of the Vesting Period, without the period of notice following resignation or dismissal already being in progress on that date.

In the event of termination of the Relationship before that date, the provisions of this paragraph shall apply. It should be understood that the transfer of the Relationship to another Group company, as well as the termination of the Relationship, with the simultaneous commencement of a new employment relationship and/or employment contract with another Group company, shall not be relevant for the purposes of this paragraph. Likewise, changes in the role or duties within the Group assigned to the Beneficiary following receipt of the Letter of Assignment of Rights shall not be relevant

except for any subsection of all or part of the Shares awarded under the LTI Plan to the Holding Period.

Termination of the Relationship: Good Leaver

If the termination of the Relationship as a Good Leaver takes place before the end of the Vesting Period in relation to each Assignment, the accrual of the Rights shall be carried out on a pro-rata basis, taking into account the duration of the Relationship during the Vesting Period and, with regard to the Performance Shares Rights, on the basis of the achievement of the Performance Objectives, according to the normal rules provided for in the Plan.

The Awarding of the Shares will in any case take place within the normal time frames provided for in the Plan, without any acceleration.

Termination of the Relationship: Bad Leaver

If the termination of the Relationship as a Bad Leaver takes place before the end of the Vesting Period, for each Assignment, the Beneficiary shall automatically lose all Rights, which shall become ineffective, and the Beneficiary shall therefore not be entitled to any Share deriving from participation in the LTI Plan for that Assignment, nor to any compensation or indemnity from the Company or the Subsidiary.

For complete details, reference should be made to paragraphs 2.2 and 4.5 of this Information Document.

4.9 Indication of other possible causes of cancellation of the Plan

Except as stated in other paragraphs of this Information Document, there are no other grounds for cancellation of the LTI Plan.

4.10 Grounds for the possible provision of a ‘redemption’ by the Company of the financial instruments covered by the Plan, pursuant to Articles 2357 et seq. of the Italian Civil Code, with the beneficiaries of the redemption indicating whether it is intended only for particular categories of employees, the effects of the termination of the employment relationship on said redemption

The LTI Plan does not include any redemption clauses by the Company. However, the Rules of the LTI Plan provide for Penalty and Claw-back clauses, a brief description of which is provided below.

Key variables for the accrual and/or assignment of Rights

I. Penalty

The LTI Plan stipulates that the number of Rights and, consequently, the number of Shares, to be awarded to each Beneficiary under the LTI Plan may be reduced or eliminated by the Company at its sole discretion in the event of conduct by the Beneficiary in the course of the Relationship that has caused or is likely to cause serious damage or significant loss to the Company or the Subsidiary or the Group.

II. Claw-back

The Company has the right, once the Shares have been awarded, to revoke all or part of them at any time or to be indemnified with the relative equivalent value in euros at the date of the claim for compensation (claw-back). This right may be exercised if, in the three years following the Awarding of the Shares, the Company becomes aware of the following facts or circumstances:

- a) violation by the beneficiary, during the Relationship, of the applicable regulatory provisions;
- b) conduct by the Beneficiary during the Relationship that has caused or is likely to cause serious damage or significant loss to the Company or the Subsidiary or the Group; and
- c) Awarding of the Shares based on data that have proven to be manifestly incorrect.

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

Not applicable.

4.12 Indication of assessments on the expected cost for the Company at the date of the related assignment, as determinable on the basis of terms and conditions already defined, for the total amount and in relation to each instrument of the Plan

The expected cost for the Company is represented by the fair value of the Shares used for the LTI Plan, which will be determined exactly on the date of Assignment of the Rights. Information on the total cost of the LTI Plan will be provided in accordance with Article 84-bis(5)(a) of the Issuers' Regulation.

4.13 Indication of any dilution effects on capital determined by the Plan

The full subscription of the issuance of shares serving the LTI Plan pursuant to Article 2349 of the Italian Civil Code, and assuming that no capital increases are implemented, would result in a dilution for the Company's shareholders of 2.621% of the current share capital with reference to the entire Plan, divided into 3 Cycles (2025-2027, 2026-2028 and 2027-2029).

4.14 Any limits specified for the exercising of the right to vote and for the awarding of property rights

There is no limit on the exercising of the right to vote and the awarding of property rights inherent in the Shares.

4.15 If the shares are not traded on regulated markets, any information useful for a complete assessment of the value that may be attributed to them

Not applicable, as the Shares are traded on Euronext Milan.

4.16 Number of financial instruments underlying each option

Not applicable.

4.17 Expiry of options

Not applicable.

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

Not applicable.

4.19 Strike price of the option or the methods and criteria for its determination, with particular regard to: a) the formula for calculating the strike price in relation to a specific market price (fair market value) (e.g. strike price equal to 90%, 100% or 110% of the market price), and b) the methods for determining the market price used as a reference for determining the strike price (e.g. last price on the day before assignment, daily average, average of the last 30 days, etc.)

Not applicable.

4.20 Reasons for the difference between the strike price and the market price determined as indicated in point 4.19 (fair market value)

Not applicable.

4.21 Criteria on the basis of which different strike prices are expected between various recipients or categories of recipients

Not applicable, since there are no different strike prices expected between various recipients or various categories of recipients.

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

Not applicable, as the Shares are traded on Euronext Milan.

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

In the event of extraordinary transactions (including mergers, demergers, capital increases or reductions, stock splitting, issuance of convertible bonds) involving or having repercussions on the Company, the Company may amend the Rules of the LTI Plan (including the Performance Objectives and the number of Shares) at its own discretion to keep the substantive and economic contents of the LTI Plan substantially unchanged. If, following changes to the applicable regulatory and legislative framework (or following changes to their interpretation and application), the implementation of the LTI Plan entails higher costs, expenses, responsibilities, liabilities, taxes, social security charges or charges of any kind, the Company shall have the right to amend the terms of the Rules at its own discretion and unilaterally, including the right to cancel the LTI Plan or revoke it, by communicating any change to the Beneficiaries.

4.24 Table no. 1 of schedule 7 of Annex 3A of the Issuers' Regulation.

Table no. 1 referred to in paragraph 4.24 of Schedule 7 of Annex 3A of the Issuers' Regulation will be provided according to the procedures and under the terms indicated in Article 84-bis(5)(a) of the Issuers' Regulation.