



Technoprobe SpA
Registered office Via Cavalieri di Vittorio Veneto, 2 23870, Cernusco Lombardone (LC)
Share capital Euro Euro 6,532,608.70 fully paid
Tax Code and Registration Number in the Como-Lecco Company Register
n. 02272540135 - REA LC-283619

INFORMATION DOCUMENT PERFORMANCE SHARES PLAN 2025/2027

drawn up pursuant to art. 114-bis of Legislative Decree no. 58 of 24 February 1998,
art. 84-bis, paragraph 1, of Consob Regulation no. 11971 of 14 May 1999 and
according to Scheme no. 7 of Annex 3A to the Issuers' Regulation

Traditional management and control model

Issuer: Technoprobe SpA
(hereinafter also referred to as “Technoprobe” or “Company”)

Website

www.technoprobe.com- “Governance/Shareholders' Meetings” section

Approved by the Board of Directors on March 24, 2025

Courtesy translation This document has been translated into English from the Italian original solely for the convenience of international readers. In case of discrepancy between the Italian language original text and the English language translation, the Italian version shall prevail.



INDEX

INDEX.....	2
DEFINITIONS.....	5
PREMISE	8
1. THE RECIPIENTS.....	9
2. THE REASONS THAT MOTIVATE THE ADOPTION OF THE PLAN	9
2.1 Objective of the plan	9
2.2 Key variables, including in the form of performance indicators considered for the purposes of attributing plans based on financial instruments	9
2.3 Elements underlying the determination of the amount of compensation based on financial instruments, or the criteria for its determination	10
2.4 Reasons underlying any decision to award compensation plans based on financial instruments not issued by the Company	10
2.5 Considerations regarding significant tax and accounting implications.....	10
2.6 Possible support of the plan by the Special Fund for the incentive of worker participation in companies, pursuant to art. 4, paragraph 112, of Law 24 December 2003, n. 350	10
3. APPROVAL PROCESS AND TIMING OF THE PLAN	10
3.1 Powers and functions delegated by the assembly to the board of directors for the implementation of the plan	10
3.2 Persons responsible for the administration of the plan and their function and competence	10
3.3 Existing procedures for plan review.....	10
3.4 Methods for determining the availability and allocation of shares.....	11
3.5 The role played by each director in determining the characteristics of the Plan; any recurrence of situations of conflict of interest involving the directors involved.....	11
3.6 Date of the decision taken by the body competent to propose the approval of the plan to the meeting and of any proposal from the remuneration committee	12
3.7 Date of the decision taken by the competent body regarding the allocation of the instruments and of any proposal to the aforementioned body formulated by the remuneration committee, if any	12
3.8The market price of the shares recorded on the dates indicated in paragraphs 3.6 and 3.7.....	12
3.9 Measures adopted by the issuer in relation to the timing of the assignment of the instruments in implementation of the plan and possible temporal coincidence between: (i) said assignment or any decisions taken in this regard by the remuneration committee; and (ii) the dissemination of any relevant information pursuant to art. 17 of Regulation (EU) No. 596/2014.	12
4. THE CHARACTERISTICS OF THE ATTRIBUTED TOOLS.....	13
4.1 Description of the forms in which compensation plans based on financial instruments are structured.....	13
4.2 Plan implementation period	13



4.3 Plan termination.....	13
4.4 Maximum quantity of financial instruments that can be assigned.....	13
4.5 Methods and clauses for implementing the plan, specifying whether the actual attribution of the instruments is subject to the occurrence of conditions or the achievement of certain results, including performance; description of such conditions and results	13
4.6 Availability constraints on the allocated instruments or on the instruments resulting from the exercise of the allocated instruments	18
4.7 Any conditions for termination in relation to the plan in the event that the recipients carry out hedging operations that allow them to neutralise any prohibitions on the sale of the assigned instruments	18
4.8 Effects determined by the termination of the employment or administration relationship	18
4.9 Indication of other possible causes for cancellation of the Plan	19
4.10 Reasons for the possible provision of a “redemption” of the shares by the Company.....	19
4.11 Any loans or other facilities for the purchase of shares	20
4.12 Assessment of the expected burden for the Company at the date of the relevant assignment, as determinable on the basis of the terms and conditions already defined, for the overall amount and in relation to each instrument of the plan.....	20
4.13 Any dilutive effects determined by the Plan.....	20
4.14 Limits on the exercise of voting rights and on the attribution of property rights	20
4.15 In the event that the shares are not traded on regulated markets, any information useful for a complete assessment of the value attributable to them	20
4.16 Number of financial instruments underlying each option.....	20
4.17 Expiration of options	20
4.18 Modalities (American/European), timing (e.g. valid periods for exercise) and exercise clauses (e.g. knock-in and knock-out clauses)	21
4.19 The exercise price of the option or the methods and criteria for its determination, with particular regard to: a) the formula for calculating the exercise price in relation to a specific market price (so-called fair market value) (for example: exercise 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 exercise price (for example: last price of the day preceding the assignment, average of the day, average of the last 30 days, etc.)	21
4.20 In the event that the exercise price is not equal to the market price determined as indicated in point 4.19.b (fair market value), reasons for such difference	21
4.21 Criteria on the basis of which different exercise prices are envisaged between various subjects or various categories of recipient subjects	21
4.22 In the event that 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 such value.....	21
4.23 Criteria for adjustments made necessary following extraordinary capital transactions and other transactions involving changes in the number of underlying instruments (capital increases, extraordinary dividends, grouping and splitting of underlying shares, mergers and demergers, conversion operations into other categories of shares, etc.)	21
4.24 Issuers of shares shall attach the attached table no. 1 to the information document by completing: a) in any case section 1 of tables 1 and 2 in the fields of specific interest; b) section 2 of tables 1 and 2, completing the fields of specific interest, on the basis of the characteristics	



already defined by the Board of Directors. For the members of the Board of Directors or the Management Board, the general managers and other managers with strategic responsibilities of the listed issuer, the data in section 1, table no. 1 and the information requested in paragraph 1 of which: (i) point 1.1; (ii) letters a) and b), of point 1.3; (iii) letters a) and b), of point 1.4 21



DEFINITIONS

As required by Schedule 7 of Annex 3A to the Issuers' Regulation, a list of definitions is provided below to illustrate the meaning of the terms, not commonly used, used in this Information Document.

DEFINATION	MEANING
ASSIGNMENT	The assignment to each Beneficiary of Rights, according to the terms and conditions of the Regulation.
ATTRIBUTION	The allocation of Shares to each Beneficiary, following the end of each Vesting Period, according to the terms and upon occurrence of the conditions set out in the Regulation.
ACTIONS	The ordinary shares of the Company to be allocated to the Beneficiaries.
BAD LEAVER	All hypotheses of termination of the Employment Relationship or of the management mandate other than the Good Leaver hypotheses.
BENEFICIARIES	THEsubjects identified, for each Vesting Period, among the Directors with delegated powers, the Managers with Strategic Responsibilities as well as other employees with strategic roles in the Company or in controlled companies.
CHANGE OF CONTROL	Indicates (a) change of control pursuant to Article 93 of Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented; (b) the acquisition, direct or indirect, by one or more third parties of a number of shares or a quota of a Controlled Company to which the Beneficiary Relationship belongs, provided that they are different from the Company, in total exceeding 50% of the relevant share capital, unless the Company continues to hold control pursuant to Article 2359 of the Civil Code; (c) the definitive transfer for any reason to one or more third parties of the company or branch of the company to which the Beneficiary Relationship belongs. It is understood that the Changes of Control identified under b) and c) above apply only to Beneficiaries who have an existing Relationship with the Controlled Company, the company or branch of the company that is the subject of the Change of Control.
PLAN CYCLES OR PLAN ASSIGNMENT CYCLES	The three cycles of assignment of the Rights, the first relating to the Vesting Period 1 January 2025 – 31 December 2027 ("First Cycle"), the second relating to the Vesting Period 1 January 2026 – 31 December 2028 ("Second Cycle"); the third relating to the Vesting Period 1 January 2027 – 31 December 2029 ("Third Cycle").
CORPORATE GOVERNANCE CODE	The Corporate Governance Code for listed companies approved by the Corporate Governance Committee of Borsa Italiana in January 2020, which the Company adheres to as of 2 May 2023.
NOMINATIONS AND REMUNERATION COMMITTEE	The Committee established by the Board of Directors of the Company which carries out consultative and proposal-making functions in matters, inter alia, of remuneration in compliance with the recommendations contained in the Corporate Governance Code.
BOARD OF DIRECTORS	The Board of Directors of Technoprobe.



DEFINATION	MEANING
INFORMATION DOCUMENT DATE	March 24, 2025.
ASSIGNMENT DATE	With reference to each Vesting Period, the date of the Board of Directors that identifies the Beneficiaries and determines the Number of Shares.
DATE OF ASSIGNMENT	For each Vesting Period, the date of the resolution of the Board of Directors concerning the allocation of Shares to the Beneficiaries.
EXECUTIVES WITH STRATEGIC RESPONSIBILITIES	The entities thus defined in the Appendix to Consob Regulation no. 17221 of 12 March 2010 containing provisions on transactions with related parties, as subsequently amended and integrated.
RIGHTS	The rights – conditional, free, non-transferable inter vivos and not subject to restrictions or other acts of disposition of any kind – to the free attribution of Shares in the ratio of 1 Share for every 1 Right accrued according to the terms, conditions and methods of the Plan.
EXM	Euronext Milan, regulated market, organized and managed by Borsa Italiana SpA
SALES	Consolidated sales and service revenues
GOOD LEAVER	<p>The following hypotheses for termination of the Relationship:</p> <ul style="list-style-type: none"> • Death • Permanent disability • Voluntary resignation of the Beneficiary, with retirement • Failure to renew the director's mandate upon natural expiry.
TECHNOPROBE GROUP	Technoprobe and the companies that are or may in the future become controlled by Technoprobe pursuant to Article 93 of Legislative Decree 24 February 1998, n. 58, as subsequently amended and integrated.
LETTER OF ASSIGNMENT	The letter that the Company will send to each Beneficiary in reference to each Vesting Period to communicate to the same the assignment of the Rights, to which the Regulation will be attached to form an integral part and whose signature and delivery to the Company by the Beneficiaries will constitute, for all purposes of this Regulation, full and unconditional adhesion by the same to the Plan.
ESG KPIs	Indicators related to Environment, Social and Governance themes.
NUMBER OF SHARES	The number of Shares that is expected to be allocated to each Beneficiary under the terms and conditions set forth in the Regulation. This number is calculated by dividing the incentive allocated by the Company to each Beneficiary as a percentage of the Fixed Remuneration of the same, by the arithmetic mean of the stock market price of the ordinary share of Technoprobe in the 90 days preceding the Assignment Date.
MAXIMUM PERFORMANCE GOAL	Achieving the maximum performance value defined for individual objectives.
PERFORMANCE THRESHOLD OBJECTIVE	Achieving the performance threshold value defined for individual objectives.



DEFINATION		MEANING
PERFORMANCE OBJECTIVES	TARGET	Achieving the performance target value defined for the individual objectives
VESTING PERIOD		The period is divided into three Plan Allocation Cycles (“rolling”), respectively 1 January 2025 – 31 December 2027 (the “2025-2027 Vesting Period”), 1 January 2026 – 31 December 2028 (the “2026-2028 Vesting Period”); 1 January 2027 – 31 December 2029 (the “2027-2029 Vesting Period”), at the end of each of which the Allocation of Shares will be calculated, in accordance with the terms and conditions set out in the Regulation.
RELATIONSHIP		The role of director and/or the employment relationship in place between the individual Beneficiary and Technoprobe or one of the Controlled Companies.
FIXED REMUNERATION		Fixed Remuneration and/or any remuneration of the directors(ex art. 2389 of the civil code, paragraph I and paragraph III).
FIXED PAY		Gross Annual Remuneration (“RAL”) applicable as of 1 July of the first year of each Vesting Period, understood as fixed remuneration only, not including any bonuses or variable components and relating only to the position, without considering any additional remuneration, including fixed remuneration, received for other positions.
CONTROLLED COMPANIES		Without distinction, each of the companies from time to time directly or indirectly controlled, pursuant to art. 2359 of the Civil Code, by the Company, with which one or more Beneficiaries has an existing Relationship.
COMPANY OR TECHNOPROBE		Technoprobe SpA, a joint stock company duly constituted and existing under Italian law, with registered office in Cernusco Lombardone (LC), Via Cavalieri di Vittorio Veneto n. 2, VAT number, Tax Code and registration number in the Como-Lecco Company Register n. 02272540135.
RELATIVE TOTAL SHAREHOLDER RETURN (RTSR)		Indicator that represents the overall return for a shareholder given by the increase in the price of the stock during a reference period of time and by any dividends paid in the same period, compared to the companies that make up the FTSE Italia Mid Cap index.
VESTING		The vesting of the Right to the allocation of Shares during the Vesting Period.



PREMISE

This information document is drawn up pursuant to art. 114-bis of Legislative Decree no. 58 of 24 February 1998, as subsequently amended and integrated (the “TUF”), art. 84-bis, paragraph 1, of Consob Regulation no. 11971 of 14 May 1999, as subsequently amended and integrated (the “Issuers Regulation”) and in accordance with Scheme no. 7 of Annex 3A to the Issuers Regulation (the “Information Document”).

The Information Document concerns the compensation plan based on financial instruments called “Performance Share Plan 2025 – 2027” of Technoprobe (“Technoprobe” or the “Company”), aimed at the individuals identified by the Board of Directors of Technoprobe, after hearing the opinion of the Nomination and Remuneration Committee, among the Directors with delegated powers, the Managers with Strategic Responsibilities as well as other employees with strategic roles in the Company or in subsidiaries, to be submitted, pursuant to art. 114-bis of the TUF, for approval by the shareholders' meeting of Technoprobe, which will be convened for 29 April 2025 (in a single call).

The information required by Schedule no. 7 of Annex 3A to the Issuers' Regulation that is not contained in this Information Document will be provided, if available, during the implementation phase of the Plan, pursuant to art. 84-bis, paragraph 5, letter a), of the Issuers' Regulation.

This Information Document is made available to the public at the registered office, on the authorized storage mechanism “eMarket Storage” (www.emarketstorage.it) and on the Company's website at www.technoprobe.com (Governance section – Shareholder Meetings).

The Plan is to be considered of “particular relevance” pursuant to art. 114-bis of the TUF and art. 84-bis, paragraph 2, of the Issuers Regulation, as it is addressed, inter alia, to members of the Board of Directors and to Managers with Strategic Responsibilities of Technoprobe.



1. THE RECIPIENTS

The Company identifies the Beneficiaries by assigning each of them a number of Rights free of charge.

The Company may proceed to identify Beneficiaries and assign Rights to them even in multiple solutions.

In order to be identified among the Beneficiaries, all of the following requirements must be present at the time of assignment of the Rights:

- be the holder of a Relationship;
- not having communicated one's intention to withdraw or terminate, as the case may be, the Relationship and not being within the notice period for resignation or dismissal;
- not be the recipient of a notice of dismissal or withdrawal from the Company or its Controlled Companies or of revocation from the Relationship;
- not having agreed to the consensual termination of the Relationship;
- the absence of disciplinary measures against the Beneficiary in accordance with, among other things, the provisions of the Organization, Management and Control Model pursuant to Legislative Decree 231/2001 adopted by the Company.

In identifying the Beneficiaries, the Board of Directors may avail itself of the assistance of the Company's HR Department.

Please note that as of the Information Document Date, participation in the Plan is expected to be 1 Director with delegated powers and 3 Managers with Strategic Responsibilities. Furthermore, as of the Information Document Date, the Company estimates that for the first vesting period Rights may be attributed to approximately 40 individuals.

The nominative indication of the Beneficiaries will be provided according to the methods and terms set out in art. 84-bis, paragraph 5, letter a), of the Issuers Regulation.

2. THE REASONS THAT MOTIVATE THE ADOPTION OF THE PLAN

2.1 Objective of the plan

Through the implementation of the Plan, the Company intends to:

- * align the interests of beneficiaries with those of shareholders;
- * link the Remuneration of the Beneficiaries, as subjects who play a key role in achieving Technoprobe's objectives, to the economic results achieved by the Company and to the achievement of the objectives of the Strategic Plan;
- * ensure the commitment of the Beneficiaries with respect to the main strategic and financial objectives of the Company;
- * support and reward the achievement of long-term objectives, allowing the priority objective of value creation to be pursued in the medium-long term;
- * ensure the balance of the remuneration pay-mix, in line with market practices and providing the Company with a remuneration tool useful for the attraction and retention of key resources.

2.2 Key variables, including in the form of performance indicators considered for the purposes of attributing plans based on financial instruments

The Rights assigned mature, in whole or in part, if specific financial and non-financial objectives have been achieved by the Technoprobe Group.

For further information on performance objectives, please refer to the following paragraph 4.5.



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

The Board of Directors will identify the number of Rights to be assigned to each Beneficiary, upon proposal of the Nomination and Remuneration Committee.

Decisions on the identification of Beneficiaries are taken with regard to the pursuit of the Company's interests, taking into account, among other things, the role within Technoprobe.

The number of Rights to be assigned will be determined on the basis of a percentage of the Fixed Remuneration of each Beneficiary.

2.4 Reasons underlying any decision to award compensation plans based on financial instruments not issued by the Company

Not applicable.

2.5 Considerations regarding significant tax and accounting implications

There are no particular tax and/or accounting implications that have affected the definition of the Plan.

2.6 Possible support of the plan by the Special Fund for the incentive of worker participation in companies, pursuant to art. 4, paragraph 112, of Law 24 December 2003, n. 350

The Plan is not supported by the Special Fund for the Incentive of Workers' Participation in Enterprises, pursuant to Article 4, paragraph 112, of Law 24 December 2003, no. 350.

3. APPROVAL PROCESS AND TIMING OF THE PLAN

3.1 Powers and functions delegated by the assembly to the board of directors for the implementation of the plan

The Shareholders' Meeting shall grant the Board of Directors, with the right to sub-delegate to third parties, all the broadest powers necessary and/or appropriate to fully and completely implement the Plan, including, by way of example and not limited to, all powers to: (i) identify the Beneficiaries of the Plan and the maximum number of Rights to be assigned to each of them; (ii) exercise all the tasks and functions assigned to the Board of Directors by the Plan regulations; (iii) make any useful or necessary changes or additions to the regulations of the aforementioned Plan, using the most appropriate methods, pursuant to the provisions of the same regulations; and (iv) perform any act, fulfillment, formality, communication, including towards the public or any Authority, that may be necessary and/or appropriate for the purposes of managing and/or implementing the Plan itself.

3.2 Persons responsible for the administration of the plan and their function and competence

The body responsible for managing the Plan is the Board of Directors, with the investigative and consultative support of the Nomination and Remuneration Committee, with the power to sub-delegate. The operational management and practical implementation of the Plan will be entrusted to the HR Department of the Company.

3.3 Existing procedures for plan review

The Board of Directors will have the power to make to the Plan, in the most appropriate manner, non-substantial changes or additions that it deems useful or necessary for the best pursuit of the purposes of the Plan, taking into account the interests of the Company and the Beneficiaries,



maintaining unchanged, within the limits permitted by the legislation in force from time to time, the substantial and economic contents of the Plan.

The following are the cases in which the occurrence occurs: The Plan may be subject to revision or implementation in a manner different from the ordinary provisions of the Plan itself.

(A) Extraordinary operations

In case of specific events, such as:

- * extraordinary transactions on the Company's capital and thus, by way of example and not limited to, reductions in capital due to losses through the cancellation of shares, increases in the Company's capital, free of charge or for a fee, offered as an option to shareholders or without the right of option, possibly also to be paid for through a contribution in kind, grouping or splitting of Shares; or
- * merger or split operations, purchase or sale of shares, companies or branches of companies; or
- * legislative or regulatory changes or other events likely to affect the Rights, the Shares, the Company;

The Board of Directors may make to the Plan, autonomously and without the need for further approval by the Shareholders' Meeting of the Company, after hearing the opinion of the Appointments and Remuneration Committee, all the modifications and additions deemed necessary or appropriate to maintain unchanged, within the limits permitted by the applicable legislation from time to time, the substantial and economic contents of the Plan.

(B) Changes in corporate structure or delisting

If, during the Vesting Period:

- (i) a Change of Control should occur;
- (ii) a public purchase offer or a public exchange offer relating to the Shares is concluded; or
- (iii) the listing of the Shares on the EXM is revoked (so-called delisting) or resolutions and/or commitments are made which make the delisting certain,

the Board of Directors will have the power to proceed with the early allocation of the Shares to the Beneficiaries, or to provide for the early termination of the Plan. This decision will be binding for the Beneficiaries.

Any early allocation of Shares will be made – pro rata – for all Beneficiaries. The Shares will be allocated on the basis of a specific resolution of the Board of Directors, unless otherwise determined by the Board of Directors itself, following the opinion of the Nomination and Remuneration Committee, in a manner more favorable to the Beneficiaries.

3.4 Methods for determining the availability and allocation of shares

The Shares subject to the Plan will be made available using Own Shares already purchased or to be purchased pursuant to Article 2357 et seq. of the Civil Code.

3.5 The role played by each director in determining the characteristics of the Plan; any recurrence of situations of conflict of interest involving the directors involved

The characteristics of the Plan were determined, upon proposal of the Appointments and Remuneration Committee, by the Board of Directors, after consulting the board of auditors of Technoprobe.

With regard to any recurrence of conflicts of interest involving the directors concerned, the Chief Executive Officer, the Managers with Strategic Responsibilities and the employees of Technoprobe and the Subsidiaries included among the Beneficiaries, it is highlighted that any



decision concerning the assignment of Rights and/or the attribution of Shares will remain the exclusive responsibility of the Board of Directors, which will identify the Beneficiaries by name, with the opinion of the Nomination and Remuneration Committee for what concerns the Chief Executive Officer and the Managers with Strategic Responsibilities, and upon proposal of the Chief Executive Officer for what concerns the other Beneficiaries. In the event that the Beneficiary is a director, the identification will take place with the abstention of the interested party.

3.6 Date of the decision taken by the body competent to propose the approval of the plan to the meeting and of any proposal from the remuneration committee

The Board of Directors, upon proposal of the Nomination and Remuneration Committee which met on 14 March 2025, approved, at the meeting of 24 March 2025, the Plan and the proposal to submit it for approval to the Shareholders' Meeting which will be convened for 29 April 2025 (in a single call).

3.7 Date of the decision taken by the competent body regarding the allocation of the instruments and of any proposal to the aforementioned body formulated by the remuneration committee, if any

As of the Information Document Date, the Board of Directors has not yet resolved on the assignment of the Rights.

In the event of approval of the Plan by the Shareholders' Meeting to be convened for XX XX 2025 (in a single call) and subject to the approval of Section I of the Report on the remuneration policy and compensation paid pursuant to art. 123-ter of the TUF which will be submitted to the vote of the Shareholders' Meeting on the same date, the Board of Directors will meet, from time to time, to take the relevant decisions for the purposes of implementing the Plan.

Such information will be provided in accordance with the methods and terms set out in art. 84-bis, paragraph 5, letter a), of the Issuers Regulation.

3.8 The market price of the shares recorded on the dates indicated in paragraphs 3.6 and 3.7

The closing price of the Shares recorded on the date of the proposal of the Nomination and Remuneration Committee (i.e. 14 March 2025) was equal to Euro 5.69, while the closing price of the Shares recorded on the date on which the Board of Directors approved the Plan (i.e. 24 March 2025) was equal to Euro 5.97.

3.9 Measures adopted by the issuer in relation to the timing of the assignment of the instruments in implementation of the plan and possible temporal coincidence between: (i) said assignment or any decisions taken in this regard by the remuneration committee; and (ii) the dissemination of any relevant information pursuant to art. 17 of Regulation (EU) No. 596/2014. Decisions regarding the assignment of the Rights will be taken by the Board of Directors, after consulting the Appointments and Remuneration Committee. In the context of the timing of the assignment of the Rights, the Board of Directors and the Appointments and Remuneration Committee will take into consideration all the information in their possession, without prejudice to compliance with the applicable legislation.

Any delivery of the Shares to the Beneficiaries will take place at a time later than the assignment of the Rights, as indicated in Paragraph 4.10.

Consequently, any dissemination of privileged information pursuant to Regulation (EU) No. 596/2014 at the time of assignment of the Rights would not have appreciable effects on the behavior of the Beneficiaries, who, at that time, cannot carry out any operation on the Shares



subject to the Plan, as their delivery is deferred to a time subsequent to that of assignment of the Rights themselves.

The Company will, in any case, comply with the obligations to inform the market, where required by the legislative and regulatory provisions in force at the time..

4. THE CHARACTERISTICS OF THE ATTRIBUTED INSTRUMENTS

4.1 Description of the forms in which compensation plans based on financial instruments are structured

The Plan provides that the Beneficiaries identified by the Company will be assigned Rights free of charge, consisting in the right to the free allocation of Shares by the Company in the event that the Performance Objectives are achieved.

The assignment of Rights is communicated to the Beneficiaries by delivery to them of a specific Letter of Assignment. The Rights are considered assigned once the Letter of Assignment signed by the Beneficiaries has been received by the Company.

The Rights are assigned in a personal capacity to each Beneficiary and cannot be transferred by deed inter vivos nor be subject to restrictions or constitute the object of other acts of disposal for any reason.

Any Shares granted have regular enjoyment and, therefore, the rights related to them belong to each Beneficiary starting from the moment in which the latter becomes the owner of the Shares.

4.2 Plan implementation period

The Plan has a multi-year duration and is divided into three Vesting Periods, each lasting three years, according to a rolling attribution logic: 1 January 2025 – 31 December 2027 (the “2025-2027 Vesting Period”), 1 January 2026 – 31 December 2028 (the “2026-2028 Vesting Period”); 1 January 2027 – 31 December 2029 (the “2027-2029 Vesting Period”),

4.3 Plan termination

The Plan will expire on December 31, 2029.

4.4 Maximum quantity of financial instruments that can be assigned

The maximum number of shares that may be allocated to beneficiaries under the Plan (will be established by the Board of Directors during the implementation of the Plan itself and communicated in accordance with the laws and regulations applicable from time to time. As of today, taking into account the arithmetic mean of the closing price of the Technoprobe stock in the 90 days between December 24, 2024 and March 25, 2025, it is estimated that the maximum number of shares that may be allocated for the first Vesting Period is approximately 1,100,000, representing 0.17% of the share capital, in the event that all performance objectives are fully achieved (except as indicated in Paragraph 4.5).

The number of Shares to service the Plan for the vesting periods following the first will be subject to approval by the competent bodies in accordance with current legislation.

4.5 Methods and clauses for implementing the plan, specifying whether the actual attribution of the instruments is subject to the occurrence of conditions or the achievement of certain results, including performance; description of such conditions and results

Please refer to paragraphs 4.1 and 4.2 above.

For each Vesting Period, following receipt of a specific Letter of Assignment, the Beneficiaries interested in joining the Plan must deliver such letter to the Company, with the Plan Regulations



attached, duly signed and initialled by them as a sign of acceptance, within 15 working days of receipt of the letter, under penalty of forfeiture of the right to join the Plan itself.

The attribution of the Shares to each Beneficiary, as a result of the maturation of the respective Rights, is subject to the occurrence of both of the following conditions:

- as far as each one is concerned Beneficiary, that at the end of the Vesting Period the relationship between the Beneficiary and the Company or the relevant Subsidiary is still in existence and, with reference to the role held, his/her status as Beneficiary within the Company, the relevant Subsidiary or the Group has not ceased, except in the cases of Good Leaver;
- that the performance objectives for the Period have been achieved Reference vesting.

If a Beneficiary changes organizational position within the Company or is transferred to one of the Group Companies, the Board of Directors, having consulted the Appointments and Remuneration Committee where necessary, may proceed to any adjustment of the Rights and/or performance objectives attributed to the Beneficiary. These elements may be modified in relation to the new position held.

The Rights will mature in a single solution based on the level of achievement of the performance objectives.

The total number of Shares to be awarded is subject to the achievement of the threshold value of at least one of the three performance objectives.

The actual number of Shares allocated to each Beneficiary may not exceed 150% of his Target Number of Shares.

The performance objectives of the Plan to be achieved by the Technoprobe Group at a consolidated level at the end of the Vesting Period are independent and contribute to determining the number of Shares to be allocated to the Beneficiaries.

The Performance Objectives will be identified by the Board of Directors in relation to the specific three-year period of each subsequent Cycle 1st Cycle (2025-2027), upon proposal, within its jurisdiction, of the Nominations and Remuneration Committee, at the time of the Assignment of the Rights.

With reference to the first cycle, the Objectives Sheet is composed of three parameters, each with a specific weight in relation to the total number of Shares attributable, calculated on the basis of the comparison between the target value identified by the Plan and the value resulting from the consolidated financial statements of the Technoprobe Group in the years of the Plan and from the performance analyses of the stock, according to the definitions of the performance objectives reported in this document:

1. Turnover at the end of the first vesting period (relative weight 45%);
2. Relative Total Shareholder Return (relative weight 45%);
3. ESG KPI (relative weight 10%).

In particular, given the Target Number of Shares for each Beneficiary, the number of Shares to be attributed to such Beneficiary will depend, for 45% of its amount, on the achievement of the performance objective based on Turnover at the end of the first Vesting Period of the Technoprobe Group, for 45% on the achievement of the performance objective based on the relative TSR and for the remaining 10% on the achievement of the performance objective based on the ESG KPI, all as provided in the following paragraphs. For further clarification, this means



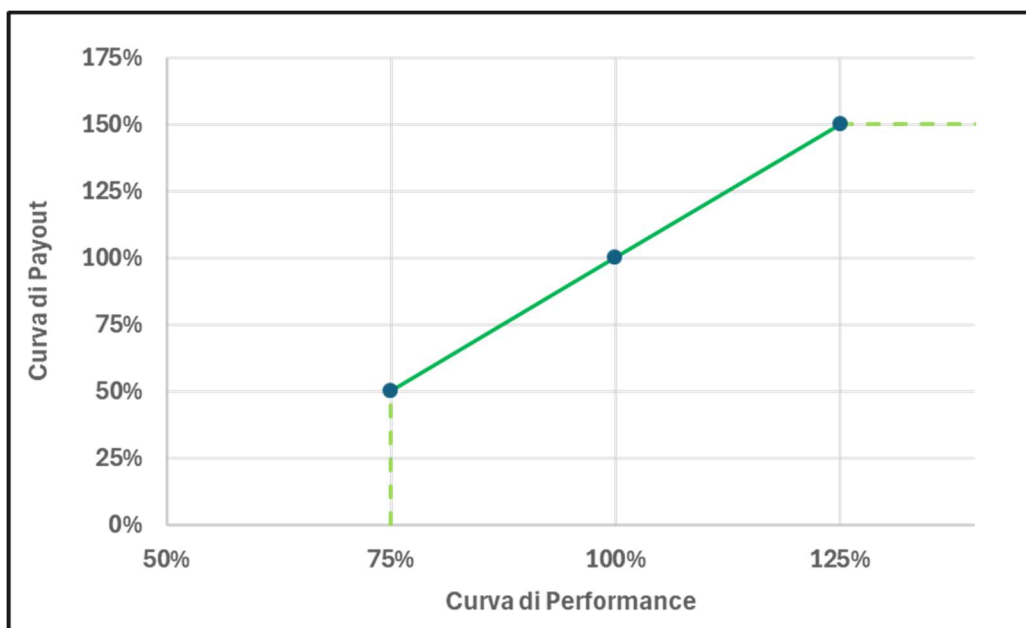
that the achievement (partial or total) of a performance objective may give rise, regardless of the achievement (partial or total) of the other performance objective, to the Attribution of Shares.

1) Goal based Turnover at the end of the first vesting period (relative weight 45%)

The target objective is Revenue, defined as consolidated revenues from sales and services.

The Threshold Objective is equal to 75% of the Group's Turnover Target Objective and the Maximum Objective is equal to 125% of the Target Objective.

The incentive curve provides for a variation in the number of Shares between 50% (corresponding to the Threshold Objective) and 150% (corresponding to the Maximum Objective) of the Target Number of Shares, as shown in the following image:



In case of reaching, at the end of the first Vesting Period, the Technoprobe Group Turnover:

- below the minimum value no payout is foreseen;
- reaching the Threshold Objective will give access to 50% of the target
- achieving the Target Objective will give access to 100% of the target;
- Achieving the Maximum Goal will give access to 150% of the target

2) Objective based on the Relative Total Shareholder Return (relative TSR) (relative weight 45%)

The relative TSR represents the overall return for a shareholder given by the increase in the price of the stock during a reference period and by any dividends paid in the same period, compared to the TSR level of companies belonging to the FTSE Italia Mid Cap index.



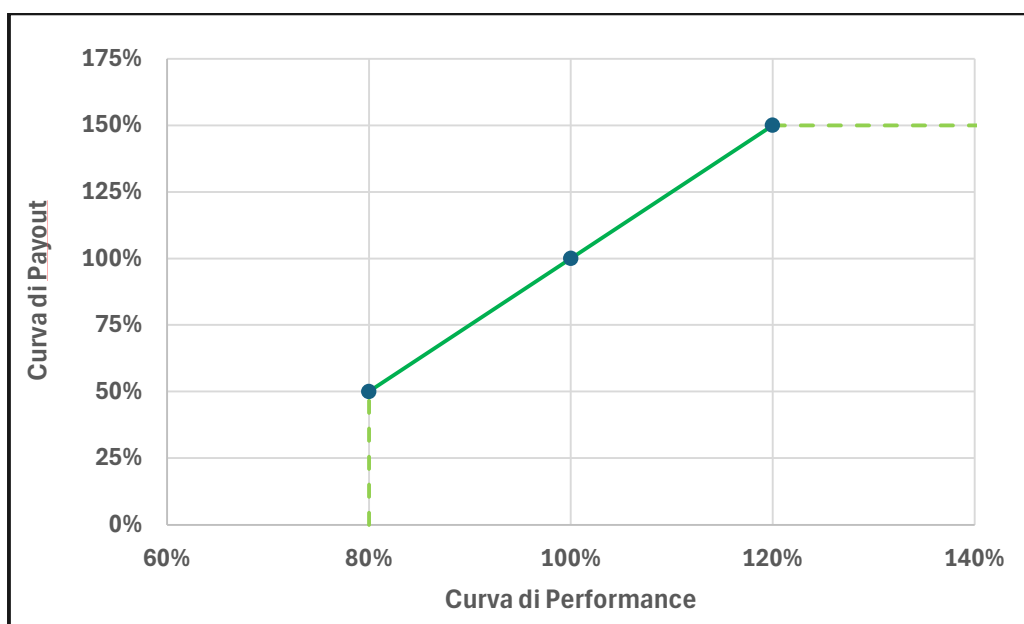
The TSR is calculated according to the following formula:

$$TSR = \frac{\text{Prezzo azione fine periodo} - \text{Prezzo azione inizio periodo} + \text{Dividendi distribuiti nel periodo}}{\text{Prezzo azione inizio periodo}}$$

Where to:

- “End of Period Share Price” means the arithmetic mean of the closing price of the ordinary share on the stock exchange in the three months preceding the close of the last Vesting year;
- “Beginning of Period Share Price” means the arithmetic mean of the closing price of the ordinary share on the stock exchange in the three months preceding the beginning of the first Vesting year.

The incentive curve provides for a variation in the number of Shares between 80% (in correspondence with the Threshold Objective) and 120% (in correspondence with the Maximum Objective and once the same has been exceeded) of the Target Number of Shares, according to a linear progression and interpolation criterion, as reported in the payout curve illustrated in the following image:



In case of achievement, at the end of the Vesting Period, of a relative TSR:

- below the minimum value no payout is foreseen;
- reaching the Threshold Objective will give access to 50% of the target
- achieving the Target Objective will give access to 100% of the target;
- Achieving the Maximum Goal will give access to 150% of the target

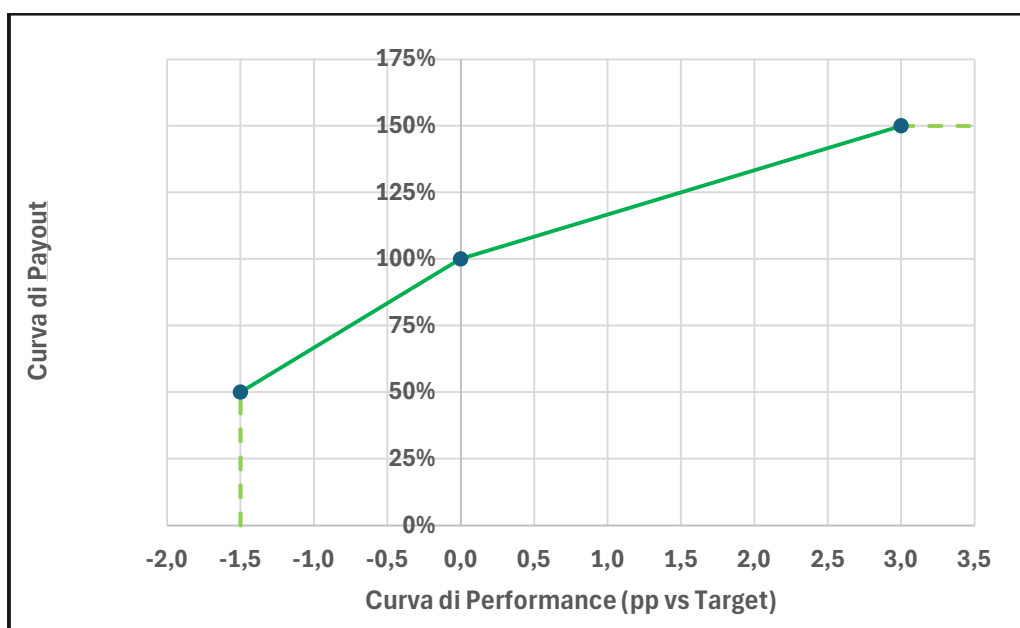
3) Objective based on the ESG KPI (relative weight 10%).

Regarding the ESG objective, an indicator related to the Employee Engagement Index will be included.



The Employee Engagement Index (EEI) is a quantitative measure used to evaluate the level of employee engagement within an organization. This index is based on a set of questions that measure employee engagement. For this survey, the company will use an external consultant to certify the result.

The incentive curve provides for a variation of the EEI between -1.5 percentage points (in correspondence with the Threshold Objective) and +3 percentage points (in correspondence with the Maximum Objective) with respect to the Target*, according to a linear progression and interpolation criterion, as reported in the payout curve illustrated in the following image:



() Considering the launch of the first Employees Engagement Survey in 2025, it is assumed to define the target at the end of the first survey (estimated in June 2025) in order to define a percentage increase in the Engagement Index consistent with the starting baseline. The defined target will be promptly communicated to all Beneficiaries by the end of 2025.*

In case of achievement of the ESG Objective at the end of the Vesting Period:

- below the minimum value no payout is foreseen;
- reaching the Threshold Objective will give access to 50% of the target
- achieving the Target Objective will give access to 100% of the target;
- Achieving the Maximum Goal will give access to 150% of the target

No other performance requirements or conditions will be attached or attached to the Rights.

The assignment of the Number of Shares to the Beneficiary is subject to the following condition, as well as any other condition potentially included in the rules of the Plan: during the Vesting Period, the Beneficiary must maintain the Relationship on a continuous basis with a Group company (the condition above, as well as any other condition included in the rules of the Plan).

Participation in the Plan does not form part of the Beneficiaries' terms of employment and the Rights and obligations arising from the Beneficiaries' employment relationships with any Group company are separate and unaffected by their participation in the Plan itself.

The allocation of the Shares does not create any right for the Beneficiary to be eligible for any Plan Cycle and/or to obtain further Rights. The Company reserves the right to exercise the claw-



back clause in the event that the Beneficiary is responsible, with intent or gross negligence, for violations of laws and/or regulations, the Code of Ethics or company rules that are relevant or have an impact on the employment contract, affecting the relevant fiduciary basis. The Board of Directors will decide at its sole discretion whether and to what extent to exercise the claw-back. The latter may be exercised by the Company no later than three years after the allocation of the shares.

4.6 Availability constraints on the allocated instruments or on the instruments resulting from the exercise of the allocated instruments

The Rights will be attributed in a personal capacity to each Beneficiary and may not be transferred by deed inter vivos nor be subject to restrictions or constitute the object of other acts of disposition for any reason whatsoever.

The CEO and the Managers with Strategic Responsibilities, in accordance with the recommendations of the Corporate Governance Code, will be required to continuously hold a number of Shares equal to 50% of those subject to attribution until the expiry of 24 months from the delivery of the Shares, net of the Shares transferable for the payment of tax, social security and welfare charges, where applicable, connected to the attribution of the Shares. The Company offers the Beneficiaries the Sell to Cover method for the sale on the market of the assigned Shares.

4.7 Any conditions for termination in relation to the plan in the event that the recipients carry out hedging operations that allow them to neutralise any prohibitions on the sale of the assigned instruments

The Plan does not contain resolutive conditions in the event that the Beneficiaries carry out hedging operations that allow them to neutralize the prohibitions on the disposal of the Rights and Shares.

4.8 Effects determined by the termination of the employment or administration relationship

Since the right to receive the Shares is functionally linked to the continuation of the Relationship between the Beneficiaries and the Company or its Subsidiaries, in the event of termination of the Relationship, the following provisions of this Article shall apply, unless otherwise determined by the Board of Directors, following the opinion of the Nomination and Remuneration Committee, in a manner more favorable to the Beneficiaries.

In the event of termination of the Relationship following a Bad Leaver event between the beginning and the end of the Vesting Period, the Beneficiary will permanently and entirely lose the right to receive the Shares.

In the event of termination of the Relationship following a Good Leaver hypothesis between the beginning and the end of the Vesting Period, the Beneficiary (or his heirs) will retain the right to receive a pro-rata quantity of Shares corresponding to the pro-rata of the Rights to receive Shares assigned before the date of termination of the Relationship. Specifically, the month of termination will be included in the calculation of the pro-rata if the termination is effective after the 15th day of the same.

It is understood that the verification of the achievement of the Performance Objectives to determine the number of Shares to be allocated will be conducted with reference to the consolidated financial statements relating to the last financial year of the Vesting Period and that the pro-rata will be determined with reference to the fiscal month as the calculation unit. Specifically, the month of termination will be included in the calculation of the pro-rata if the termination is effective after the 15th day of the same.



Finally, it is understood that in the event of transfer of the Relationship to another Controlled Company and/or in the event of termination of the Relationship and simultaneous establishment of a new Relationship within the Controlled Companies, always in the capacity of Beneficiary, the same will retain, mutatis mutandis, all rights attributed to him pursuant to the Plan.

4.9 Indication of other possible causes for cancellation of the Plan

The Beneficiary will permanently lose the right to the attribution of the Shares following: (i) attempted transfer by deed inter vivos or negotiation of the Rights, including, by way of example, any attempted transfer by deed inter vivos or in application of the law, whether directly or indirectly, including through legal transactions aimed at this effect; (ii) subjection of the Rights to pledge or other real right, to charges, seizure, attachment or constraints (current, potential, future and/or conditional) of any nature, whether real or personal or (iii) granting of the Rights as a guarantee.

If, during the Vesting Period:

- * a Change of Control were to occur; or
- * a public purchase offer or a public exchange offer relating to the Shares is concluded; or
- * the listing of the Shares on the EXM is revoked (so-called delisting) or resolutions and/or commitments are made which make the delisting certain;

the Board of Directors will have the power to proceed with the early allocation of the Shares to the Beneficiaries, or to provide for the early termination of the Plan. This decision will be binding for the Beneficiaries.

Any early allocation of Shares will be made - pro rata - for all Beneficiaries. The Shares will be allocated on the basis of a specific resolution of the Board of Directors, unless otherwise determined by the Board of Directors, following the opinion of the Nomination and Remuneration Committee, in a manner more favorable to the Beneficiaries.

4.10 Reasons for the possible provision of a “redemption” of the shares by the Company

Should objective circumstances arise from which it appears that the data on the basis of which the accrual of the right to the award of the Prize was verified were manifestly incorrect, the Company may retain all or part of the unduly due portion of the Prize with consequent definitive extinction of any right in this regard, or request - to the extent possible under applicable law - the return of the Prize, deducted from the value corresponding to the tax, social security and welfare charges connected to the (“Claw-back Right”). The manifest error that may characterize the data is to be understood when: (i) an error in the calculation of the results occurs which leads to the achievement of a result (the basis for the disbursement of a variable form) which, in the absence of the material error, would not have been achieved or would have been achieved to a different extent; (ii) fraudulent alteration of the data used to achieve the result or in any case of the data on the basis of which the payment or attribution of the Bonus was ordered, in order to obtain the right to the incentive; (iii) the achievement of results through conduct contrary to the provisions of the law or company rules - violation of the Organization, Management and Control Model and Code of Ethics pursuant to Legislative Decree 231/2001 or of the internal procedures of the Company or of the Subsidiaries - and/or the Plan regulations. The Company also reserves the right to exercise the Claw-back clause in the event that the Beneficiary is found to be responsible, with fraud or gross negligence, for violations of laws and/or regulations, of the Code of Ethics or of company rules that are relevant to or have an impact on the scope of the Relationship, affecting the related fiduciary basis, even where



such conduct has not had a direct impact on the achievement of the results and the maturation of the right to the attribution of the Bonus.

The Claw-back Right may be exercised by the Company within and no later than 3 years from the Grant Date, even in the event of termination of the Relationship with the Company prior to such date.

The Company will decide at its sole discretion whether and to what extent to exercise the Claw-back Right.

Given that the refund of the amounts subject to the exercise of the Claw-back Right is net of the taxes paid, the Beneficiary hereby undertakes to return to the Company any excess tax requested by the same for reimbursement, also in the form of compensation, in the income tax return, on the compensation returned and also undertakes to cooperate with the Company, as tax substitute, to obtain the reimbursement of any withholdings made and paid, not yet requested for reimbursement in the income tax return.

4.11 Any loans or other facilities for the purchase of shares

The Plan does not provide for loans or other incentives for the purchase of the Shares.

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

As of the Information Document Date, it is not possible to quantify the burden for the Company as it will depend on the number of Rights accrued as well as on the market value of the Shares at the time of delivery of the same. However, by way of example only, based on the maximum number of Shares serving the Plan for the first vesting period (equal to approximately 1,100,000) and the closing price of the Shares on the Information Document Date (i.e., Euro 5.97), the maximum expected burden would be equal to Euro 6,567,000.

4.13 Any dilutive effects determined by the Plan

The implementation of the Plan will not have dilutive effects on the Company's capital as the allocation of Shares will take place using Treasury Shares.

4.14 Limits on the exercise of voting rights and on the attribution of property rights

The Shares subject to attribution pursuant to the Plan will have regular enjoyment and, therefore, the rights related to them will be vested in each Beneficiary starting from the moment in which the latter becomes the owner of the Shares.

The Plan does not provide for any limitations on the exercise of property rights and voting rights in relation to the Shares that will be allocated pursuant to the Plan.

4.15 In the event that the shares are not traded on regulated markets, any information useful for a complete assessment of the value attributable to them

Not applicable as the Plan provides for the allocation of Technoprobe Shares, traded on the EXM.

4.16 Number of financial instruments underlying each option

Not applicable as the Plan does not provide for the award of stock options.

4.17 Expiration of options

Not applicable as the Plan does not provide for the award of stock options.



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

Not applicable as the Plan does not provide for the award of stock options.

4.19 The exercise price of the option or the methods and criteria for its determination, with particular regard to: a) the formula for calculating the exercise price in relation to a specific market price (so-called fair market value) (for example: exercise 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 exercise price (for example: last price of the day preceding the assignment, average of the day, average of the last 30 days, etc.)

Not applicable as the Plan does not provide for the award of stock options.

4.20 In the event that the exercise price is not equal to the market price determined as indicated in point 4.19.b (so-called fair market value), reasons for this difference

Not applicable as the Plan does not provide for the award of stock options.

4.21 Criteria on the basis of which different exercise prices are envisaged between various subjects or various categories of recipient subjects

Not applicable as the Plan does not provide for the award of stock options.

4.22 In the event that 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 such value.

Not applicable as the Plan does not provide for the award of stock options.

4.23 Criteria for adjustments made necessary following extraordinary capital transactions and other transactions involving changes in the number of underlying instruments (capital increases, extraordinary dividends, grouping and splitting of underlying shares, mergers and demergers, conversion operations into other categories of shares, etc.)

For information on the criteria for adjustments made necessary following extraordinary capital transactions and other transactions involving changes in the number of underlying instruments, please refer to paragraph 3.3.

4.24 Issuers of shares shall attach the attached table no. 1 to the information document by completing: a) in any case section 1 of tables 1 and 2 in the fields of specific interest; b) section 2 of tables 1 and 2, completing the fields of specific interest, on the basis of the characteristics already defined by the Board of Directors. For the members of the Board of Directors or the Management Board, the general managers and other managers with strategic responsibilities of the listed issuer, the data in section 1, table no. 1 and the information requested in paragraph 1 of which: (i) point 1.1; (ii) letters a) and b), of point 1.3; (iii) letters a) and b), of point 1.4

Not applicable as, as of the Information Document Date, the Beneficiaries have not yet been identified by the Board of Directors.

Such information will be provided in accordance with the methods and terms set out in art. 84-bis, paragraph 5, letter a), of the Issuers Regulation.