

INFORMATION DOCUMENT
CONCERNING THE 2026-2028 LTI PLAN
SUBMITTED FOR APPROVAL TO THE ORDINARY
SHAREHOLDERS' MEETING OF 16 APRIL 2026 IN A
SINGLE CALL

(drawn up pursuant to Article 84-bis of CONSOB
Regulation No. 11971/1999,
as subsequently amended)

DEFINITIONS

The following definitions are used in this Information Document.

<p>“2026 Group Remuneration Policies” or “2026 Remuneration Policies”</p>	<p>Means the remuneration policies of the Group for 2026, which shall be submitted for approval to the ordinary Shareholders’ Meeting of Banca Mediolanum (in its capacity of parent company of the Mediolanum Banking Group) called for 16 April 2026 in single call as second item on the agenda, in compliance with the Supervisory Provisions.</p>
<p>“2026-2028 LTI Plan” or the “Plan”</p>	<p>Means the motion to adopt the long-term incentive and retention plan of Banca Mediolanum, “2026-2028 LTI Plan”, approved by the Board of Directors of Banca Mediolanum on 12 March 2026, on proposal of the Committee of 2 March 2026, which shall be submitted for approval to the Shareholders’ Meeting of the Bank pursuant to Article 114-<i>bis</i> of the Consolidated Finance Act (TUF) and the Supervisory Provisions.</p>
<p>“Assignment Date”</p>	<p>Indicates the date the bonus was assigned to the beneficiaries.</p>
<p>“Bank” or “Banca Mediolanum”</p>	<p>Means Banca Mediolanum S.p.A., with registered office in Basiglio Milano 3, Palazzo Meucci - Via Ennio Doris</p>
<p>“Beneficiaries”</p>	<p>Means the actual beneficiaries of the Plan, who will be identified by the Board of Directors of the Bank, upon the proposal of the Committee, among the Potential Beneficiaries once the attainment of the Conditions of Access has been verified, as well as the attainment of the Performance Objectives over the three-year performance period of reference.</p>
<p>“Board of Directors”</p>	<p>Means the Board of Directors of the Bank.</p>
<p>“Bonus in Cash”</p>	<p>Means the monetary amount (gross of any tax, contribution and social security payments) that shall be paid to the Chief Executive Officer of the Bank in the amount, on the terms and under the conditions specified in the Plan.</p>
<p>“Bonus”</p>	<p>Means the bonus that will be paid to each Beneficiary in the amount, on the terms and conditions set out in the Plan, partly in cash (cash) and partly in financial instruments (equities).</p>

“Borsa Italiana”	Borsa Italiana S.p.A. with registered office in Milan at Piazza degli Affari no. 6.
“Corporate Governance Code”	The Corporate Governance Code of Listed Companies of Borsa Italiana.
“Date of the Information Document”	Means the date of approval of the Information Document by the Bank’s Board of Directors on 12 March 2026.
“Euronext Milan”	Means the Electronic Equity Market organised and managed by Borsa Italiana S.p.A. (Euronext Group);
“Group”	Means together, the Bank and the Subsidiaries.
“Information Document”	Means this information document drawn up pursuant to Article 84- <i>bis</i> of the Issuers’ Regulation and consistent (also in the numbering of its paragraphs) with the instructions contained in Layout 7 of Annex 3A of the Issuers’ Regulation.
“Issuers’ Regulation”	Means the Regulation adopted by CONSOB with resolution no. 11971/1999 as later amended.
“Key Personnel”	Indicates the “key personnel” pursuant to the Supervisory Provisions and 2026 Group Remuneration Policies.
“Phantom Shares”	Means the measurement unit providing a virtual representation of an ordinary share of the Bank, to be settled in cash with the payment of the Bonus in Cash, subject to the conditions being met, under the terms and with the procedures set forth in the Plan.
“Potential Beneficiaries”	Means the potential beneficiaries of the Plan, identified by the Board of Directors of the Bank, upon proposal of the Committee, within the category of Recipients.
“Recipients”	Means (i) the executive directors of Banca Mediolanum and/or of the Subsidiaries and (ii) the persons who have a permanent contract of employment at the management level with the Banca Mediolanum and/or other Group companies, assuming, in both cases, they can be classified as Key Personnel.
“Remuneration Committee”	Means the Bank’s Remuneration Committee.
“Shareholders’ Meeting”	Means the ordinary Shareholders’ Meeting of the Bank called for 16 April 2026, in single call, to resolve, among other things, on the motion to approve the 2026-2028 LTI Plan, pursuant to Article 114- <i>bis</i> of the Consolidated Finance Act and the Supervisory Provisions.

“Shares”	Means the Banca Mediolanum ordinary shares that it holds.
“Subsidiaries”	Means, together, (i) the Bank’s subsidiaries that fall within the Mediolanum Banking Group pursuant to Article 23 of the Consolidated Banking Act and (ii) the other subsidiaries of the Bank pursuant to Article 2359, paragraph 1, of the Italian Civil Code even if they do not belong to the Mediolanum Banking Group.
“Supervisory Provisions”	Means the “ <i>Supervisory Provisions for the Banks</i> ”, Bank of Italy Circular no. 285 of 17 December 2013.
“TUB”	Means Italian Legislative Decree no. 58/1998 as amended.
“TUF”	Means Italian Legislative Decree no. 385/1993 as amended
“Unit”	Means the right given to the Beneficiary to receive, free of charge, as the case may be, (i) Shares in the ratio of no. 1 (one) Share for each no. 1 (one) Unit accrued, (ii) with particular reference to the Chief Executive Officer of the Bank, Phantom Shares, all under the terms and according to the procedures set forth in the Plan.

INTRODUCTION

This Information Document, drawn up pursuant to Article 84-*bis* of the Issuers' Regulation and consistently (also in the numbering of its paragraphs) with the indications in Layout 7, Annex 3A, of said Issuers' Regulation, concerns the motion to adopt the long-term incentive and retention plan of Banca Mediolanum, "2026-2028 LTI Plan" approved by the Board of Directors of Banca Mediolanum on 12 March 2026, on proposal of the Remuneration Committee of 2 March 2026.

The 2026 Group Remuneration Policies shall also be submitted for approval to the Ordinary Shareholders' Meeting of Banca Mediolanum (the parent company of the Mediolanum Banking Group) called for 16 April 2026, in a single call, in compliance with the Supervisory Provisions as the 4th item on the agenda of that Shareholders' Meeting.

This motion to adopt the Plan shall be submitted for approval to the ordinary Shareholders' Meeting of the Bank called for 16 April 2026 in single call as 4th item on the agenda. Therefore:

- (i) this Information Document was drawn up exclusively based on the content of the motion to adopt the Plan approved by the Board on 12 March 2026, on proposal of the Committee of 2 March 2026;
- (ii) any reference to the Plan in this Information Document must be understood as referring to the motion to adopt the Plan itself.

This Information Document shall be updated, if necessary and within the terms and with the procedures prescribed by current legislation, should the motion to adopt the Plan be approved by the Shareholders' Meeting of the Bank and in compliance with the content of the resolutions passed by the Shareholders' Meeting itself and by the bodies and/or persons responsible for implementing the Plan.

Note that the Plan is to be considered of "particular significance" pursuant to Article 114-*bis*, Par. 3, of the Consolidated Finance Act and Article 84-*bis*, Par. 2, of the Issuers' Regulation, since it is reserved to executive directors of the Bank and the Subsidiaries and other key management of the Bank.

1. RECIPIENTS OF THE PLAN

1.1 Indication by name of the recipients who are members of the board of directors or of the management board of the issuer of the financial instruments, of the parent companies of the issuer and of the companies it directly or indirectly controls.

Within the category of the Recipients referred to in this Paragraph, on 12 March 2026, the Board of Directors, with the favourable opinion of the Remuneration Committee of 2 March 2026, identified, subject to the approval of the Plan by the Shareholders' Meeting, a total of no. 9 Potential Beneficiaries selected as "Top key people" of the Group, including:

- Mr. Massimo Doris, in his capacity as Chief Executive Officer of Banca Mediolanum S.p.A.;
- Mr. Gianluca Bosisio, in his capacity as Chief Executive Officer of Banco Mediolanum S.A.

1.2 The categories of employees or associates of the issuer of financial instruments and of the parent companies or subsidiaries of said issuer.

Within the category of the Recipients referred to in this paragraph, on 12 March 2026, the Board of Directors, with the favourable opinion of the Remuneration Committee of 2 March 2026, identified, subject to the approval of the Plan by the Shareholders' Meeting, a total of no. 7 Potential Beneficiaries selected as "Top key people" within the Group's top management (excluding the persons already named in paragraph 1.1 above).

1.3 Indication by name of the persons who benefit from the plan belonging to the following groups:

a) *general managers of the issuer of financial instruments*

The General Manager of the Bank, Mr. Igor Garzesi, is the Potential Beneficiary identified by the Board of Directors on 12 March 2026, with the favourable opinion of the Committee of 2 March 2026, subject to the approval of the Plan by the Shareholders' Meeting, as falling within the category of Beneficiaries referred to in this paragraph.

b) *other key managers of the issuer of financial instruments who are not "lesser" pursuant to Article 3, paragraph 1(f) of Regulation no. 17221 of 12 March 2010, if during the year they have received total remunerations (obtained by adding the monetary remunerations and the financial instrument-based remunerations) that was higher than the total highest remuneration awarded to the members of the board of directors, or of the management board, and to the general managers of the issuer of financial instruments;*

There are no Potential Beneficiaries identified within the category of Recipients pursuant to this paragraph.

c) *natural persons controlling the issuer of shares who are employees or who provide services as associates for the issuer of the shares.*

Not applicable, since there are no natural persons controlling the Bank who are Recipients of the Plan.

1.4 Description and numerical indication, separated by categories:

a) *of the key management personnel other than those indicated in letters a) and b) of paragraph 1.3;*

Within the category of Recipients referred to in this paragraph, on 12 March 2026, the Board of Directors, with the favourable opinion of the Committee on 2 March 2026, identified, subject to the approval of the Plan by the Shareholders' Meeting, a key manager of the Bank.

b) in the case of “smaller” companies, pursuant to Article 3, paragraph 1, letter f) of Regulation no. 17221 of March 12, 2010, the indication by aggregate of all key managers of the issuer of financial instruments;

Not applicable since Banca Mediolanum cannot be classified as a “smaller” company pursuant to Article 3, paragraph 1, letter f) of Regulation no. 17221 of 12 March 2010.

c) of any other categories of employees or associates for whom differentiated characteristics of the plan have been provided for (e.g. senior managers, managers, white-collar staff, etc.)

Not applicable, since there are no categories of employees for whom differentiated characteristics have been provided for in the Plan.

2. THE REASONS JUSTIFYING ADOPTION OF THE PLAN

2.1 The objectives sought by assigning the plans

The Plan is an instrument aimed at incentivizing Potential Beneficiaries against specific financial and non-financial targets, linked to the Group’s ESG business and sustainability strategy over three-year performance period 2026-2028. The Plan also aims at facilitating the retention of key personnel, which is a factor of strategic interest for the Bank. The Bank – also as parent company – believes, therefore, in line with consolidated practice also at the international level, that the Plan is an instrument able to extend the time horizon of the decision-making process of corporate players (long-term perspective), while encouraging the alignment of the interests of the latter with those of the shareholders in a medium-long term horizon. Notably, the Plan has the following objectives:

- (i) to motivate and retain the top management and the personnel of the Bank / Group believed to be key because of special responsibilities and/or skills, as well as having a high impact on the growth of the business and the governance of the Bank and the Group in a long-term perspective;
- (ii) to link a relevant component of the variable remuneration of the Beneficiaries of the Plan to the achievement of given corporate performance and corporate sustainability targets, to be assessed in a multi-year future time period, so as to align the interests of the Beneficiaries with the pursuit of the priority objective of creating value for the shareholders in a long-term perspective, through a careful management of corporate risk and the pursuit of multi-year programmes and projects.

The Plan is an instrument added to the remuneration package of the top key people, which creates an independent incentive mechanism that takes into account the specific position held and skill set of each Potential Beneficiary as value added in the supervision and support of the achievement of objectives that are strategic for the Bank and the Group.

2.1.1 Additional information

The Plan is based on the achievement of specific access conditions and performance objectives – described in paragraph 2.2 below – over a three year time horizon (2026-2028) and envisages, in the event of their achievement, the payment of the Bonus to be paid partly in cash (cash) and partly in financial instruments (equity), in portions of respectively 40% and 60% of the total amount of the accrued Bonus that will be paid according to the payment mechanisms illustrated in greater detail below.

Recognition of the portion of the Bonus in financial instruments takes place through the free assignment to Potential Beneficiaries of Units to receive, also free of charge, as the case may be:

- (i) Shares in the ratio of no. 1 Share for each no. 1 Unit accrued;
- (ii) with particular reference to the Chief Executive Officer of the Bank, Phantom Shares.

It should be noted that: (i) a portion equal to 60% of the Bonus is subject to a Deferment Period lasting a total of 5 years, during which the Bonus will be released on a pro-rata criterion on an annual basis; (ii) a further portion of the Bonus (equal to the remaining 40%) is recognised up-front. The portion of the Bonus recognised in financial instruments (equity), for both the up-front portion and the deferred portion, is also subject to a Retention Period of 1 year, all as better described in paragraph 2.2 below.

2.2 Key variables, also in the form of performance benchmarks considered for the purpose of assigning financial instrument-based plans

Access Conditions and Performance Objectives

Access to the Bonus is conditional to the achievement of certain Group performance objectives, defined to align with the long-term business plan, which the Company's Board of Directors, or the body and/or persons appointed by it, shall verify, after receiving the opinion of the Remuneration Committee.

Notably, the Plan provides, among other things, for the assignment to the Beneficiaries of Bonus to be conditional on the achievement in each year in the reference three-year period (i.e. in each of the years 2026, 2027 and 2028) of the identified performance conditions which perform "gate" functions and are, in any case, consistent with the "Risk Appetite Framework" (RAF) (the **Access Conditions**). The Access Conditions for each of the years included in the Plan's *performance* period coincide with the *performance* conditions established for the Group's annual *performance share* plans (known as *performance share* plans for "Top Management"), as defined from time to time within the scope of the Group's remuneration policies. The Access Conditions for the year 2026 are as follows:

- a liquidity coverage ratio (LCR) equal to or greater than 200%;
- a "Risk adjusted return on risk adjusted capital" ("RARORAC") greater than 0%;
- a Total Capital Ratio (TCR) equal to or greater than 17,5%.

The assignment to the Beneficiaries of the Bonus is also conditional on the achievement in the reference three-year performance period (i.e. the years 2026, 2027 and 2028) of other performance conditions ("**Performance Objectives**") based on specific benchmarks, defined by the Board of Directors – with the positive opinion of the Remuneration Committee – in line with the strategy of the long-term *business* plan up to 2028 and representative of the Group's priorities in terms of:

- Capital solidity;
- Profitability and value creation;
- Risk Management;

- Sustainability.

Each Performance Objective corresponds to a different percentage weight in the maximum overall measure (i.e. 100%) of the bonus paid to each Beneficiary, as illustrated in the 2026 Remuneration Policies, is as follows:

- CETI ratio – weight: 15%;
- Dividends (from profits) per share¹: DPS – weight: 20%;
- Cost/income: weight 25%
- Cost of risk – weight: 25%;
- ESG (Environmental Social Governance) benchmarks, as better detailed in Section I of the 2026 Report on remuneration policy and payments made – weight: 25%.

With regard to the performance of the Chief Executive Officer of Banco Mediolanum S.A., in relation to the Plan, specific benchmarks were identified - in line with the priorities of the Group listed above - as shown in Section I of the 2026 Remuneration Policies.

To calculate the Bonus to be paid to each Beneficiary, a calculation system is devised that takes into account the negative divergence with respect to each of the Performance Objectives according to the respective weight. This calculation system provides for: (i) a minimum level of the Performance Objectives, under which the right to the payment of the Bonus is forfeited, and a maximum level of the Performance Objectives, on the achievement of which a right is accrued to the payment of the pre-established maximum amount of Bonus for each Beneficiary; as well as (ii) progressive percentages of achievement of the Performance Objectives, associated to the calculation of the amount of Bonus to be granted to each Beneficiary, established by the Board of Directors, on proposal of the Committee, taking into account the percentage weight of each. The mechanism for evaluating performance objectives is described in Section I of the Report on Remuneration Policy and payments made.

The maximum overall impact of the individual bonus in percentage terms with respect to the fixed remuneration is 150% (i.e. 50% for each year of performance of the Plan) for the Beneficiaries in general, with the exception of the Chief Executive Officer and General Manager of Banca Mediolanum, and the Chief Executive Officer of Banco Mediolanum S.A. In particular, for the Chief Executive Officer and the General Manager of Banca Mediolanum, the maximum overall opportunity is equal to 300% of their respective fixed remuneration (i.e. 100% of the fixed remuneration for each performance year of the Plan). For the Chief Executive Officer of Banca Mediolanum, the maximum opportunity is calculated by referring only to the fixed remuneration received as Director.

The Bonus is paid to the Beneficiaries according to the payment scheme illustrated in paragraph 4.6.2 of the 2026 Remuneration Policies, and reproduced herein.

¹ For the purpose of the Plan, Dividends declared from time to time will be considered.

Courtesy Translation

		FINANCIAL INSTRUMENTS QUOTA		CASH QUOTA		HOLDING PERIOD (1 YEAR)	
2026-2028 three year performance (AP)	AP +1	AP +2	AP +3	AP +4	AP +5	AP +6	AP +7
PERFORMANCE MEASUREMENT (ACCURAL)	EQUITY 20% (UP-FRONT)	EQUITY 20% (UP-FRONT)	EQUITY 8% (DEFERRED I)	EQUITY 8% (DEFERRED II)	EQUITY 8% (DEFERRED III)	EQUITY 8% (DEFERRED IV)	EQUITY 8% (DEFERRED V)
	CASH 20% (UP-FRONT)	EQUITY 8% (DEFERRED I)	EQUITY 8% (DEFERRED II)	EQUITY 8% (DEFERRED III)	EQUITY 8% (DEFERRED IV)	EQUITY 8% (DEFERRED V)	EQUITY 8% (DEFERRED V)
		CASH 4% (DEFERRED I)	EQUITY 8% (DEFERRED II)	EQUITY 8% (DEFERRED III)	EQUITY 8% (DEFERRED IV)	EQUITY 8% (DEFERRED V)	
			CASH 4% (DEFERRED II)	EQUITY 8% (DEFERRED III)	EQUITY 8% (DEFERRED IV)	EQUITY 8% (DEFERRED V)	
				CASH 4% (DEFERRED III)	EQUITY 8% (DEFERRED IV)	EQUITY 8% (DEFERRED V)	
				CASH 4% (DEFERRED III)	EQUITY 8% (DEFERRED IV)	EQUITY 8% (DEFERRED V)	
					CASH 4% (DEFERRED IV)	EQUITY 8% (DEFERRED V)	
						CASH 4% (DEFERRED V)	
TOTAL DISBURSED	40%	12%	12%	12%	12%	12%	-

Without prejudice to the provisions of this paragraph 2.2 and paragraph 4.8 below, the delivery of the Bonus to the Beneficiaries shall be also subject to the continuation of the relationship between the Beneficiary and the Bank or the other Group companies from the Assignment Date to the date of the verification of the Access Conditions and the Performance Objectives, until the date, as the case may be, of delivery of the cash component or the assignment of the financial instruments (equity) at the end of the Retention Period, unless otherwise resolved by the Board of Directors, after receiving the opinion of the Committee.

Deferment Period and Retention Period

A 60% share of the Bonus is subject to a Deferment Period of 5 years during which the Bonus shall be released once a year on a pro rata basis.

A further portion of the Bonus (the remaining 40%) is paid up-front.

The portion of the Bonus recognised in financial instruments (*equity*), both up-front and deferred, is also subject to a Retention Period of 1 year. It should also be noted that, consistently with the regulatory provisions and the incentive practices adopted by the Group to date, the payment of the portions of the Bonus subject to the Deferment Period shall be subject to the maintenance, during the Deferment Period, of (i) objective conditions of capital and liquidity and risk-adjusted value creation - similarly to the Access Conditions established to fulfil the function of “*gates*” and (ii) subjective conditions, which shall be communicated to the Beneficiaries (“**Maintenance Condition**”).

Malus Mechanisms

The Plan provides for “malus mechanisms” that, among other things, can reflect the levels of performance net of the risks actually assumed or obtained and capital risks and take into account individual conduct. Notably, to guarantee over the years the maintenance of the performance conditions, the payment of the Bonus shall be dependent on the absence of disciplinary measures for fraudulent conduct or conduct entailing gross negligence initiated by the Beneficiary from the Assignment Date until the end of the Retention Period.

“Claw-Back” Mechanism

The Plan provides for a “claw back” mechanism, which entitles the Bank to demand, for 5 (five) years from the disbursement of the individual portion (up-front or deferred), the full or partial reimbursement of the Bonus paid out, if the Beneficiary is found to be responsible for one of the following: (i) conduct resulting in a significant loss for the Bank or any Group company or the Group in general or clients; (ii) infringement of the obligations under Article 26 of the Consolidated Banking Act or, when the Beneficiary is an interested party, Article 53, Par. 4 et seq. of the Consolidated Banking Act, or obligations concerning remuneration and incentive; (iii) other forms of conduct not compliant with legal, regulatory and by-law provisions as well as applicable codes of ethics or conduct, if any, in the cases envisaged; (iv) fraudulent conduct or gross negligence to the detriment of the Bank or any Group company or the Group in general.

2.2.1 Additional information

As stated in paragraph 2.2 above, the characteristics of the Plan (Access Conditions, Performance Objectives, Deferment Period, Retention Period, Malus Mechanisms, “Claw back” Mechanism) are set out in implementation of the Supervisory Provisions and the 2026 Remuneration Policies.

2.3 Elements forming the basis of determining the extent of the financial instrument-based remuneration, i.e. the criteria for its determination

The maximum number of Shares or, as the case may be, of Phantom Shares, attributable to each Beneficiary of the Plan (corresponding to the maximum number of Units that may be assigned) shall be determined by dividing the portion of financial instruments (equity) of the Bonus accrued based on the achievement of the Access Conditions and the level of achievement of the Performance Objectives, by the average price, defined as the arithmetic average of the official prices of Banca Mediolanum share recorded on Euronext Milan, during the 30 trading days prior to the date of the Shareholders’ Meeting called to approve the financial statements as at 31 December 2028.

As mentioned above, with specific reference to the Chief Executive Officer of Banca Mediolanum S.p.A. - in consideration of the latter’s – subjective condition - the Units granted to him will entitle him to receive, again free of charge, Phantom Shares instead of Shares; therefore, with reference to the latter, the component in financial instruments of the Bonus accrued on the basis of the achievement of the Access Conditions and the level of achievement of the Performance Objectives, once the Retention Period (as defined below) has elapsed, shall be settled in cash through the payment (again free of charge) of a cash sum gross of any tax, contribution and social security payments to be calculated as specified *below*.

The Phantom Shares accrued under and for the purposes of the Plan shall be settled with the payment of the Bonus in Cash calculated on the basis of the number of Phantom Shares accrued under the Plan, multiplied by the market value of the Bank’s ordinary shares calculated using the arithmetic average of the prices of the Bank’s ordinary shares on Euronext Milan in the 30 stock market trading days before the end of the Retention Period. If the shares of the Bank are no longer listed, the Bonus in Cash shall be conventionally calculated by taking as the basis of the calculation the normal value of these shares pursuant to Article 9 of Presidential Decree no. 917 of 22 December 1986.

2.3.1 Additional information

The number, as the case may be, of Shares or Phantom Shares to be awarded to each Beneficiary is set taking into account the factors indicated in paragraph 2.3 above and the conditions indicated in paragraph 2.2 above.

2.4 The reasons at the root of any decision to assign remuneration plans based on financial instruments not issued by the financial instrument issuer, such as financial instruments issued by subsidiaries, parent companies or third-party companies to the group; if the above-mentioned instruments are not traded in the regulated markets, information on the criteria used to determine the value assignable to them

Not applicable.

2.5 Assessments regarding significant tax and accounting implications that affected definition of the plans

There are no significant accounting and tax implications that have affected the definition of the Plan.

2.6 The support, if any, of the plan by the special Fund for creating incentives for the workers to invest in companies pursuant to Article 4, paragraph 112 of Italian Law no. 350 of 24 December 2003

The Plan will receive no support from the special Fund for creating incentives for the workers to invest in companies pursuant to Article 4, paragraph 112 of Italian Law no. 350 of 24 December 2003.

3. OPTION ASSIGNMENT APPROVAL AND SCHEDULING PROCEDURE

3.1 Scope of powers and functions delegated to the board of directors by the shareholders' meeting in order to implement the plan

On the proposal of the Committee of 2 March 2026, on 12 March 2026, the Board of Directors, resolved, among other things, with the abstention of the directors concerned, to submit the Plan to the approval of the Shareholders' Meeting.

The Shareholders' Meeting shall also be called on to resolve, in addition to the approval of the Plan, to grant the Board of Directors any power necessary or appropriate to implement the Plan, in particular (by way of example only and without limitation) any power to identify the Potential Beneficiaries, to proceed with the assignments to them, as well as to carry out any act, fulfilment, formality or communication that is necessary or appropriate for the purposes of managing and/or implementing the Plan itself, including the relevant regulation.

3.2 Indication of the persons appointed to administer the plan and their function and responsibility

Pursuant to the Plan, the Board of Directors shall have all necessary or appropriate powers to execute the Plan, notably, all powers to identify the Beneficiaries, carry out the awarding to the Potential Beneficiaries, and perform any act, fulfilment of obligation and formal requirement, and notification necessary or appropriate to manage and/or implement the Plan itself, including its regulation. The Board of Directors may delegate its powers, duties and responsibilities for the execution and application of the Plan to the Chairman, the Chief Executive Officer and the Vice Chairman, jointly or severally, being understood that any decision related and/or concerning the management and/or implementation of the plan towards a Beneficiary who is an executive

director of Banca Mediolanum shall remain within the exclusive competence of the Board of Directors. The adoption of the regulation of the Plan and all relevant amendments and/or integrations are in any case the responsibility of the Board of Directors in collective form.

The Committee will perform advisory and proposal-making functions for implementing the Plan pursuant to the Supervisory Provisions and the principles contained in the 2026 Group Remuneration Policies and the Corporate Governance Code.

3.3 Any existing procedures for reviewing the plans, also in connection with any changes in the basic objectives

In the case of one-off or unforeseeable events concerning the Bank – by way of an example, but not limited to, one-off transactions such as mergers, spin-offs, capital increases, or other transactions with similar effects on equity or on the ownership structure of the Group, as well as in the case of a change of control pursuant to Article 93 of the Consolidated Finance Act and Article 23 of the Consolidated Banking Act (even if this does not result in an obligation to launch a public takeover bid) – the Board of Directors, following the favourable opinion of the Committee and the completion of the procedure specified for related party transactions (where applicable), might assess the option to make the amendments and/or integrations and/or adjustments to the Plan necessary to implement the Plan, all this in the interest of the Bank and in compliance with the objectives of the Plan.

Furthermore, in the case of unforeseeable special exceptional circumstances during the reference three-year period of the Plan (i.e. 2026, 2027 and 2028) that have a significant impact on the business, without prejudice to the malus and claw back mechanisms regulated by the Plan, the Board of Directors may carry out, at the end of this three-year period, an assessment – based on qualitative as well as quantitative elements, taking into account, by way of example but not limited to, the value created for the shareholders, the achievement of other management KPIs included in the business plan (such as AUM, Net Inflows), the performance with respect to the competitors and the market context – which might result in the reduction of up to 50% of the Bonus or its increase for a total maximum value of 20%. It is understood that: (i) the final total maximum value of the Bonus cannot in any case exceed 100% of the value originally specified and notified to the Beneficiaries; and (ii) this right shall be exercised by the Board of Directors, with the favourable opinion of the Committee and following the completion of the procedure specified for related party transactions (where applicable).

The Board of Directors may make any amendment or supplement to the regulation of the Plan (once this is approved) deemed useful or necessary to better pursue the objectives of the Plan, taking into account the interests of the Beneficiaries and Bank, adopting the most expedient methods.

3.4 Description of the methods through which the availability and awarding of the financial instruments on which the plans are based are calculated (e.g. free awarding of shares, capital increases with right of option, purchase and sale of treasury shares excluded).

The Plan provides for the free assignment to the Beneficiaries of Units entitling them to receive, again free of charge, ordinary shares of Banca Mediolanum treasury shares, at a ratio of 1 Share for each 1 Unit accrued.

The Company shall make available to the Beneficiary all the Shares to which he/she is entitled following the vesting of the Units under the terms and conditions that shall be set forth in the regulations of the Plan.

As regards, in particular, the Chief Executive Officer of Banca Mediolanum, the Plan does not provide for the awarding or purchase of ordinary shares of the Bank on behalf of the latter, but rather the payment of the Bonus component in financial instruments in the form of Phantom Shares that will be settled through the payment of the Bonus in Cash.

3.5 The role played by each director in determining characteristics of the above-mentioned plans; any recurrence of situations of conflict of interest involving the directors concerned

The characteristics of the Plan, to be submitted for approval by the Shareholders' Meeting pursuant to Article 114-*bis* of the TUF and the Supervisory Provisions, were determined collectively by the Board of Directors, with the directors concerned abstaining.

The resolutions of the Board of Directors were passed on the basis of the proposal formulated by the Committee.

3.6 For the purposes of Article 84-*bis*, paragraph 1, the date of the decision taken by the competent body to propose approval of the plans to the Shareholders' Meeting and the proposal, if any, of the Remuneration Committee

The Board of Directors approved the motion to adopt the Plan on 12 March 2026, with the abstention of the directors concerned, on the proposal of the Committee of 2 March 2026.

3.7 For the purposes of what is required by Article 84-*bis*, paragraph 5(a), the date of the decision taken by the competent body regarding assignment of the instruments and the proposal, if any, to the aforesaid body formulated by the remuneration committee

On 12 March 2026, the Board of Directors, with the favourable opinion of the Remuneration Committee of 2 March 2026, identified, subject to the approval of the Plan by the Shareholders' Meeting, the Potential Beneficiaries of the Plan.

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

The official market price of the ordinary Banca Mediolanum share recorded on 2 March 2026 and 12 March 2026 was € 17.7768 and € 16.9143 respectively.

3.9 In the case of plans based on financial instruments traded in regulated markets, in which terms, and according to which methods, the issuer takes into account the possible concurrence in time between the following when identifying the time frame for assigning instruments to implement plans:

- (i) said awarding or any decisions taken regarding the remuneration committee, and
- (ii) the disclosure of information deemed material pursuant to Article 17 of the regulation (EU) no. 596/2014; e.g. if said information is:
 - a. not already public and able to positively influence the market prices, or
 - b. already published and able to negatively influence the market prices.

Under the Plan, the allotment of Units to Beneficiaries shall be free of charge. The Units, once vested on the terms and conditions set out in the Plan, entitle the Beneficiaries to conversion, also free of charge, into Shares or Phantom Shares, as the case may be.

Any disclosure of inside information would not be relevant, in particular, with regard to the Chief Executive Officer of Banca Mediolanum that, based on the mechanism of the Plan, does not receive shares of the Bank.

For information on the criteria used to calculate the maximum number of Units/Shares/Phantom Shares that can be awarded to each Beneficiary of the Plan, as well as on the criteria used to settle, please refer to paragraph 2.3 above.

4. THE CHARACTERISTICS OF THE ASSIGNED INSTRUMENTS

4.1 The description of the forms in which the financial instrument-based remuneration plans are structured

The Plan is based on the awarding without consideration to the Beneficiaries of Units that, under the terms and conditions of the Plan described in paragraph 2.2 above, give the right to receive, as the case may be, Shares or Phantom Shares in a number calculated using the criteria specified in paragraph 2.3 above.

The Plan also provides for the Bank's right – to be exercised by resolution of the Board of Directors, after consulting the Committee – to pay to the Beneficiaries a cash sum (the “**Replacement Sum**”), in lieu of and in substitution for the Shares, also in cases of conversion of the Units assigned to executive directors of the Bank other than the Chief Executive Officer of the Bank, or to executive directors of the Subsidiaries, as well as in cases in which it is impossible to assign the Shares to the Beneficiaries or in any other special cases established by the Board of Directors. In all the aforementioned cases, the Replacement Sum will be calculated on the basis of the arithmetic average of the official prices of the Bank's ordinary shares recorded on Euronext Milan during the 30 (thirty) trading days preceding the end of the Retention Period. If the Bank shares should no longer be listed on the Euronext Milan, the Replacement Sum shall be calculated on the basis of the normal value of the same shares pursuant to Article 9 of Italian Presidential Decree no. 917 of 22 December 1986.

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

The 2026-2028 LTI Plan is a closed plan with a three-year *performance* period.

Pursuant to the Plan, the Board, after receiving the opinion of the Committee, may resolve, at one or several times during 2026, the participation of the Potential Beneficiaries to the Plan. The Board of Directors shall also have the right to identify, after receiving the opinion of the Committee, other Potential Beneficiaries also in 2027 in predefined time windows and with the procedure that shall be specified by the Board itself, after receiving the opinion of the Committee, being understood that in this case the reference performance period in which the Access Conditions and the Performance Objectives must be met shall be two years (“accrual period”).

Following the accrual of the Units, under the terms and conditions specified in paragraph 2.2 above, the Bank shall make available to the Beneficiary as the case may be, the Shares or the Phantom Shares in a number determined using the criteria indicated in Paragraph 2.3 above.

4.3 The term of the plan

The Plan shall be effective from the approval by the ordinary Shareholders' Meeting (called for 16 April 2026 in single call) until the to the last year included in the Deferment Period.

4.4 The maximum number of financial instruments, also in the form of options, assigned every tax year in connection with the persons identified by name or with the specified categories.

At the Information Document Date, the estimated maximum total number of Shares to be allocated to service of the Plan is 227,556.

4.5 The methods and the implementation clauses of the plan, specifying whether actual awarding of the instruments is subject to the occurrence of conditions or to the attainment of certain results, including performance; descriptions of these conditions and results

As regards the methods and implementation clauses of the Plan, please refer to the content of the single paragraphs of this Information Document and, in particular, to paragraphs 2.2 and 2.3 above.

4.6 Indication of any availability restrictions weighing on the assigned instruments or on the instruments deriving from the exercise of the options, with particular reference to the terms within which subsequent transfer to the same company or to third parties is allowed

The Units are personal, non-transferable and cannot be disposed of *inter vivos*, and they cannot be pledged or given as a guarantee to the Bank, the other Group companies or third parties. And, – in general –, they cannot be the subject matter of any type of contract, including derivative contracts. The allotment of Units during the validity of the Plan shall not give any right or expectation to the allotment of Units in subsequent years, nor to the maintenance of the relationship between the Recipients and the Bank, or the Subsidiary, which shall continue to be governed in accordance with the applicable rules under applicable laws. The Units can be converted into Bank Shares only by the Beneficiaries unless otherwise provided for in the case of death or disability of the Beneficiary.

There are no restrictions to transferring the Shares assigned to the Beneficiary after the accrued Units are converted.

The Phantom Shares are personal, non-transferable and cannot be disposed of *inter vivos*, and they cannot be pledged or given as a guarantee to the Bank, the other Group companies or third parties. In general, they cannot be the object of any type of contract, including derivative contracts.

The virtual delivery of the Phantom Shares gives to the Chief Executive Officer none of the rights of shareholders; it shall give no right or expectation to the awarding of Phantom Shares in later years, or to a continuation of the existing relationship between the Chief Executive Officer and the Bank, or between the Chief Executive Officer and other Group companies, which will continue to be regulated by the relevant legal provisions in force.

After being accrued pursuant to the Plan, the Phantom Shares shall be settled with the payment of the Bonus in Cash directly to the Chief Executive Officer or, in the case of death or disability of the latter, respectively to the heirs and/or these or of their successors in title or legal representatives.

4.7 The description of any cancellation conditions in connection with assignment of the plans should the recipients carry out hedging transactions allowing any prohibitions to sell the assigned financial instruments assigned, also in the form of options, or the financial instruments deriving from the exercise of said options, to be neutralised

Not applicable. We refer in any case to the provisions of paragraph 2.2 above in regard to the claw back mechanism and paragraph 3.3 in regard to the qualitative assessment that might be carried out by the Board at the end of the reference three-year period of the Plan.

4.8 The description of the effects caused by termination of employment

The Plan provides for the accrual of the Bonus due to the Beneficiaries to be subject to the continuation of the relationship between the Beneficiary and the Bank, or the Subsidiary, from the Assignment Date to the assignment of the financial instruments, at the end of the retention period (“vesting period”), unless otherwise resolved by the Board of Directors, after receiving the opinion of the Committee.

The regulation of the Plan shall govern the treatment of the assigned Units should said employment terminate during the period elapsing between the Assignment Date and the date the Units are converted into Shares due to termination of the office/employment, death, retirement or permanent disability of the Beneficiary according to usual practice for incentive schemes. More specifically, in the event of termination of office or of the relationship due to voluntary resignation or, depending on the case, dismissal or redundancy for just cause (i.e. cases of “bad leaver”), the Beneficiary shall forfeit any entitlement to the bonus. In other cases (i.e. cases of “good leaver”), the Beneficiary (or, as the case may be, their heir or successor in title or legal representative) shall retain the right to receive the “accrued” bonus.4.9 Indication of any other causes to cancel the plans

Except as indicated in the previous paragraphs, there are no causes for the cancellation of the Plan.

4.10 Grounds relating to any provision for a “redemption” of the financial instruments covered by the plans by the company, established in Articles 2357 et seq. of the Italian Civil Code; the beneficiaries of the redemption, indicating if it is for only particular categories of employees; the effects of the termination of employment on said redemption

No “redemption” clauses for the financial instruments object of the Plan are provided for by the Bank, without prejudice to the provisions of paragraph 2.2. above in regard to the “claw back” mechanism and paragraph 3.3 in regard to the qualitative assessment that might be carried out by the Board at the end of the reference three-year period of the Plan.

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

Not applicable.

4.12 Indication of valuations on the expected charge for the company as at the date of relevant assignment, as can be determined based on already defined terms and conditions, by total amount and in connection with each instrument of the plan

It should be noted that at the Information Document Date, and considering the Access Conditions established for the Plan, the total estimated gross aggregate principal amount for the Plan is in a range between Euro 0 and approximately €9,500,000.

4.13 Indication of any diluting effects on the capital caused by the remuneration plans

The Plan will not cause any diluting effects on the share capital of Banca Mediolanum, since it is based on the allocation of the Bank's ordinary treasury shares (see Paragraph 3.4 above).

4.14 Any restrictions set for exercising the voting right and for assigning equity rights

The Plan does not provide for any restrictions set for exercising the voting rights and for assigning property rights.

4.15 If the shares are not traded in regulated markets, all information needed to fully measure the value assignable to them.

Not applicable because the ordinary shares of Banca Mediolanum are listed on the Euronext Milan.

4.16 Number of financial instruments underlying each option

The Plan is not a stock option plan.

4.17 Deadline for options

The Plan is not a stock option plan.

4.18 Timing (e.g. valid exercise periods) methods (US/European) and exercise clauses (e.g. *knock-in* and *knock-out*)

4.19 The option strike price or the methods and criteria for determining it, with particular regard to: a) the formula for calculating the strike price in connection with a certain 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 taken as reference for determining the strike price (e.g. last price of the day prior to awarding, average of the day, average of the last 30 days, etc.)

The Plan is not a *stock option* plan.

4.20 If the strike price is not equal to the market price calculated as indicated under point 4.19.b *fair market value*, reasons for this difference

The Plan is not a *stock option* plan.

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

The Plan is not a *stock option* plan.

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

The Plan is not a *stock option* plan.

4.23 Criteria for the adjustments made necessary following extraordinary transactions on the capital and other transactions that involve the change in the number of underlying instruments (capital increases, extraordinary dividends, grouping and division of the underlying shares, merger or demerger, transactions of conversion into other share categories, etc.)

The Plan is not a *stock option* plan.

4.24 Financial instrument-based remuneration plans (table)

Table no. 1 envisaged by paragraph 4.24 of Layout 7 of Annex 3A to the Issuers' Regulation will be provided in the manner and within the terms indicated in Article 84-*bis*, paragraph 5, letter a) of the same Regulation.