



INFORMATION DOCUMENT OF RESTRICTED SHARES PLAN 2026/2029



Technoprobe S.p.A.
Registered Office Via Cavalieri di Vittorio Veneto, 2 23870, Cernusco Lombardone (LC)
Share Capital Euro 6,532,608.70 fully paid in
Fiscal Code and incorporation number at the Companies' Register of Como-Lecco
no. 02272540135 - R.E.A. no. LC-283619

INFORMATION DOCUMENT OF RESTRICTED SHARES PLAN 2026/2029

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 Schedule no. 7 of Annex 3A to the Issuers' Regulation

Traditional administration and control model

Issuer: Technoprobe S.p.A.
(hereinafter also referred to as "Technoprobe" o "Società")

Website

www.technoprobe.com - section "Governance/Shareholders' Meetings"

Approved by the Board of Directors on 18 March 2026

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.

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DEFINITIONS

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

DEFINITION	MEANING
ASSIGNMENT	The assignment of Rights to each Beneficiary, according to the terms and conditions of the Regulations.
GRANTING	The allocation of the Shares to each Beneficiary, after the end of each <i>Vesting Period</i> , according to the terms and upon the occurrence of the conditions set out in the Regulations.
SHARE	The Company's ordinary shares to be allocated to the Beneficiaries.
BAD LEAVER	All cases of termination of the Employment Relationship or of the mandate of directors other than the hypotheses of <i>Good Leaver</i> .
BENEFICIARIES	The beneficiaries of the Plan, who, for each <i>Vesting</i> period, will be identified by name by the Board of Directors, after consulting the Appointments and Remuneration Committee and on the proposal of the Chief Executive Officer, from among the Directors with delegated powers, Managers with Strategic Responsibilities and other employees with strategic roles of the Company or its Subsidiaries. For the identification of Beneficiaries other than Directors with Proxies and Managers with Strategic Responsibilities, the Delegation to the Chief Executive Officer is envisaged.
CHANGE OF CONTROL	Means (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, directly or indirectly, by one or more third parties of a number of shares or a quota of a Subsidiary 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 art. 2359 of the Civil Code; (c) the definitive transfer for any reason to one or more third parties of the company or of the business unit to which the Beneficiary Report belongs. It is understood that the Changes of Control identified <i>under</i> b) and c) above apply only to the Beneficiaries who have an existing Relationship with the Subsidiary, the company or the business unit subject to 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 2026 – 31 December 2027 ("First Cycle"), the second relating to the Vesting Period 1 January 2027 – 31 December 2028 ("Second Cycle"); the third relating to the Vesting Period 1 January 2028 – 31 December 2029 ("Third Cycle").

DEFINITION	MEANING
CORPORATE GOVERNANCE CODE	The Corporate <i>Governance</i> Code for listed companies approved by the <i>Corporate Governance</i> Committee of Borsa Italiana in January 2020, to which the Company adheres as of May 2, 2023.
NOMINATION AND REMUNERATION COMMITTEE	The Committee incorporated by the Board of Directors of the Company which carries out advisory and propositional functions on, <i>inter alia</i> , remuneration in compliance with the recommendations contained in the Corporate Governance Code
BOARD OF DIRECTORS	The Board of Directors of Technoprobe.
DATE OF THE INFORMATION DOCUMENT	18 March 2026.
ASSIGNMENT DATE	With respect to each <i>Vesting Period</i> , the date of the Board of Directors identifying the Beneficiaries and determining the Number of Shares. For each Plan Allocation Cycle, the identification of the Beneficiaries and the corresponding Number of Shares by the Board of Directors must take place by June 30 of the first year of each Vesting Period.
GRANTING DATE	With reference to each Beneficiary, for each <i>Vesting Period</i> , the date of the resolution of the Board of Directors concerning the allocation of the Shares to the Beneficiaries.
MANAGERS STRATEGIC RESPONSIBILITIES WITH	The parties as defined in the Appendix to Consob Regulation no. 17221 of 12 March 2010 containing provisions on transactions with related parties, as subsequently amended and supplemented.
DIRITTI	The rights – conditional, free of charge, non-transferable <i>inter vivos</i> and not subject to constraints or other acts of disposal for any reason – to the free assignment of Shares in the ratio of 1 Share for every 1 Right accrued according to the terms, conditions and procedures of the Plan.
EXM	Euronext Milan, a market regulated, organised and managed by Borsa Italiana S.p.A.
GOOD LEAVER	The following cases of termination of the Relationship: <ul style="list-style-type: none"> ○ voluntary resignation, only on condition that the Beneficiary meets the statutory pension requirements and within the following 30 days has submitted a request to access the relevant treatment; ○ death; ○ permanent disability.
TECHNOPROBE GROUP	Technoprobe and the companies that are or should in the future become subsidiaries of Technoprobe pursuant to Article 93 of Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented.
LETTER OF ASSIGNMENT	The letter that the Company will send to each Beneficiary with reference to each Vesting Period to inform the Beneficiary of the assignment of the Rights, to which the

DEFINITION	MEANING
	Regulations will be attached to form an integral part thereof and whose signature and delivery to the Company by the Beneficiaries will constitute, for all purposes of these Regulations, full and unconditional adherence by them to the Plan.
NUMBER OF SHARES	The number of Shares that is envisaged is allocated to each Beneficiary under the terms and conditions set out in the Regulations. This number is calculated by dividing the incentive assigned by the Company to each Beneficiary as a percentage of the Vesting Remuneration of the same, by the arithmetic average of the stock market price of the ordinary share of Technoprobe in the 90 days prior to the start of the <i>Vesting period</i> (1 January of the first year of the vesting period).
PERIODO DI VESTING	The period divided into three Plan Assignment Cycles ("rolling"), respectively 1 January 1, 2026 – December 31, 2027 (the "2026-2027 Vesting Period"), January 1, 2027 – December 31, 2028 (the "2027-2028 Vesting Period"); 1 January 2028 – 31 December 2029 (the "2028-2029 Vesting Period"), at the end of each of which the Granting of Shares will be calculated, under the terms and conditions set out in the Regulations.
RESTRICTED SHARE PLAN OR PLAN	The long-term incentive plan, addressed to the Beneficiaries and governed by this Document.
RELATIONSHIP	The role of director and/or the employment relationship between the individual Beneficiary and Technoprobe or one of the Subsidiaries.
FIXED REMUNERATION	Fixed remuneration and/or any remuneration of directors (pursuant to Article 2389 of the Italian Civil Code, paragraph I and paragraph III).
FIXED SALARY	Gross Annual Salary ("RAL") as of 1 January of the first year of each Vesting Period, understood as only RAL not including any variable premiums.
SUBSIDIARIES	Without distinction, each of the companies directly or indirectly controlled from time to time, pursuant to art. 2359 of the Italian Civil Code, by the Company, with whom one or more Beneficiaries have an existing Relationship.
COMPANY OR TECHNOPROBE	Technoprobe S.p.A., a joint-stock company duly incorporated 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 Register of Companies no. 02272540135.
VESTING	The vesting of the Right to the assignment of Shares during the Vesting Period.

PREMISES

This information document has been prepared pursuant to Article 114-bis of Legislative Decree No. 58 of 24 February 1998, as subsequently amended and supplemented (the "TUF"), Article 84-bis, paragraph 1, of Consob Regulation No. 11971 of 14 May 1999, as subsequently amended and supplemented (the "Issuers' Regulation") and according to Scheme No. 7 of Annex 3A to the Issuers' Regulation (the "Information Document").

The Information Document relates to the compensation plan based on financial instruments called "Restricted Shares Plan 2026 – 2029" of Technoprobe ("Technoprobe" or the "Company"), addressed to the persons identified by the Board of Directors of Technoprobe, after having heard the opinion of the Nomination and Remuneration Committee, from among the Directors with delegated powers, the Managers with Strategic Responsibilities as well as other employees with strategic roles of the Company or of subsidiaries, to be submitted, pursuant to art. 114-bis of the TUF, to the approval of the Technoprobe shareholders' meeting, which will be called for 23 April 2026 (in single call).

The information provided for in 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 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 authorised storage mechanism "eMarket Storage" (www.emarketstorage.it) and on the Company's website at www.technoprobe.com (Governance – Shareholders' Meetings section).

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

1. RECIPIENTS

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

The Company may proceed with the identification of Beneficiaries and the assignment of Rights to them, even in several instalments.

In order to be identified among the Beneficiaries, it is necessary, at the time of assignment of the Rights, to meet all the following requirements:

- be the owner of a Relationship;
- not have communicated their intention to withdraw or terminate, as the case may be, the Relationship and not be in a period of notice due to resignation or dismissal;
- not be the recipient of a notice of dismissal or withdrawal by the Company or its Subsidiaries or of revocation from the Relationship;
- not having agreed on the consensual termination of the Relationship;
- the absence of disciplinary measures against the Beneficiary in accordance with, among other things, the provisions of the Organisation, 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.

It should be noted that at the Date of the Information Document there were 1 Director with powers of attorney and 3 Managers with Strategic Responsibilities. In addition, as of the Date of the Securities Document, the Company estimates that for the first *vesting period*, rights may be attributed to approximately 100 recipients.

The name of the Beneficiaries will be provided in accordance with the terms and conditions set out in Article 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 the Beneficiaries with those of the shareholders;
- ensure the balancing of the remuneration *pay-mix* (relative weight of fixed remuneration, short-term and long-term variable remuneration), 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 awarding plans based on financial instruments

Not applicable.

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, on the proposal of the Nomination and Remuneration Committee.

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

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

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

Not applicable.

2.5 Assessments of 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 Employee Participation in Companies, referred to in art. 4, paragraph 112, of Law no. 350 of 24 December 2003

The Plan is not supported by the Special Fund for the incentive of worker participation in companies, referred to in art. 4, paragraph 112, of Law no. 350 of 24 December 2003.

3. APPROVAL PROCESS AND TIMING OF THE PLAN

3.1 Powers and functions delegated by the shareholders' meeting to the board of directors for the implementation of the plan

The Shareholders' Meeting provides for the attribution to the Board of Directors, with the right of sub-delegation to third parties, of all the broader powers necessary and/or appropriate to fully implement the Plan, including, but not limited to, any power to: (i) identify the Beneficiaries of the Plan and the maximum number of Rights to be assigned to each of them; (ii) to exercise all the duties and functions assigned to the Board of Directors by the Plan regulations; (iii) make useful or necessary amendments or additions to the regulations of the aforementioned Plan, in the most appropriate manner, pursuant to the provisions of the same regulation; as well as (iv) carry out any act, fulfilment, formality, communication also towards the public or any Authority that is necessary and/or appropriate for the purposes of the management and/or implementation of the Plan itself.

3.2 Persons in charge of the administration of the plan and their function and competence

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

3.3 Existing procedures for revising the plan

The Board of Directors shall have the right to make to the Plan, in the most appropriate manner, any non-substantial amendments or additions 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, while maintaining unchanged, within the limits permitted by the regulations in force from time to time, the substantial and economic contents of the Plan.

The following are the cases in which the Plan may be subject to revision or implementation other than the ordinary provisions of the Plan itself.

(A) Extraordinary transactions

In the event of specific events, such as:

- * extraordinary transactions on the Company's share capital, including, but not limited to, capital reductions due to losses through the cancellation of shares, increases in the Company's capital, free of charge or for payment, offered as an option to shareholders or

without pre-emption rights, possibly also to be paid by contribution in kind, reverse stock split or split of Shares; o

- * merger or demerger transactions, purchase or sale of shareholdings, companies or business units; o
- * legislative or regulatory changes or other events that may affect the Rights, the Shares, the Company;

the Board of Directors may make to the Plan, independently and without the need for further approval by the Company's Shareholders' Meeting, after consulting the Nomination and Remuneration Committee, all the amendments and additions deemed necessary or appropriate to maintain the substantial and economic contents of the Plan unchanged, within the limits permitted by the regulations applicable from time to time.

(B) Changes in the corporate structure or *delisting*

If, during the Vesting Period :

- (i) should a Change of Control occur;
- (ii) a takeover bid or a public exchange offer for the Shares was concluded; o
- (iii) the listing of the Shares at the EXM (so-called "Shares of the Treasury") was revoked. *delisting*) or resolutions and/or commitments were made that make the *delisting certain*,

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

Any early allocation of the Shares will be carried out – *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, subject to the opinion of the Nomination and Remuneration Committee, in a manner more favourable to the Beneficiaries.

3.4 Methods through which the availability and assignment of shares are determined

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

3.5 The role played by each director in determining the characteristics of the Plan; possible recurrence of situations of conflicts of interest for the directors concerned

The characteristics of the Plan were determined, on the proposal of the Nomination and Remuneration Committee, by the Board of Directors, after consulting the Board of Statutory Auditors of Technoprobe.

The Board of Directors will identify the Beneficiaries by name, on the proposal of the Nomination and Remuneration Committee and, in the event that the Beneficiary is a director, with the abstention of the person concerned from time to time.

3.6 Date of the decision taken by the body competent to propose the approval of the plan to the shareholders' meeting and of any proposal by the remuneration committee, if any

The Board of Directors, on the proposal of the Nomination and Remuneration Committee which met on 9_11 March 2026, approved, at its meeting on 18 March 2026, the Plan and the proposal to submit it for approval to the Shareholders' Meeting to be called for 23 April 2026 (in a single call).

3.7 Date of the decision taken by the competent body on the assignment of the instruments and of any proposal made to the aforementioned body by the remuneration committee, if any

As of the Date of the Information Document, 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 23 April 2026 (in a single call) and subject to the approval of Section I of the Report on the remuneration policy and compensation paid *pursuant to* Article 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 implementation of the Plan.

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

3.8 The market price of the shares recorded on the dates indicated in paras. 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. 9_11 March 2026) was equal respectively to Euro 15.390 e a Euro 15.960, while the closing price of the Shares recorded on the date on which the Board of Directors approved the Plan (i.e., 18 March 2026) was equal to Euro 16.350.

3.9 Safeguards adopted by the issuer in relation to the timing of the allocation of the instruments in implementation of the plan and possible coincidence in time between: (i) such assignment or any decisions taken in this regard by the remuneration committee; and (ii) the dissemination of any relevant information pursuant to Article 17 of Regulation (EU) No. 596/2014.

Decisions on the assignment of Rights will be taken by the Board of Directors, after consulting the Nomination and Remuneration Committee. As part of the timing of the assignment of Rights, the Board of Directors and the Nomination and Remuneration Committee will take into consideration all the information in their possession, without prejudice to compliance with current legislation.

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

Consequently, any disclosure of inside information pursuant to Regulation (EU) no. 596/2014 at the time of the assignment of the Rights would not have an appreciable effect on the conduct of the Beneficiaries, who, at that time, cannot carry out any transaction on the Shares subject to the Plan, as the delivery of the same is deferred to a time subsequent to that of the assignment of the Rights.

The Company will, in any case, comply with the obligations of disclosure to the market, where required by the laws and regulations in *force at the time*.

4. THE CHARACTERISTICS OF THE INSTRUMENTS ALLOCATED

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 Free Rights, consisting of the right to the free allocation of Shares by the Company.

The assignment of the Rights is communicated to the Beneficiaries by delivering to them a specific Letter of Assignment. The Rights are deemed to have been assigned once the Company has received the Letter of Assignment.

The Rights are assigned in a personal capacity to each Beneficiary and cannot be transferred by deed inter vivos or be subject to constraints or be the subject of other acts of disposal for any reason.

Any Shares assigned have regular dividend rights and, therefore, the rights related to them belong to each Beneficiary from the moment the Beneficiary becomes the holder of the Shares.

4.2 Implementation period of the plan

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

4.3 Termination of the plan

The Plan will end on 31 December 2029.

4.4 Maximum amount of financial instruments that can be allocated

The Plan envisages, for the first *vesting period*, the assignment of approximately a maximum of 2,000,000 Rights, valid for the assignment of a maximum of 2,000,000 Shares (except as indicated in Paragraph 4.5).

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

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

Please refer to paragraphs 4.1 and 4.2 above.

No other performance requirements or conditions will be linked 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 conditions potentially included in the plan rules: during the *vesting period*, the Beneficiary must maintain the Relationship on an ongoing basis with a Group company (the condition above, as well as any other conditions included in the plan rules).

Participation in the Plan is not part of the Beneficiaries' terms of employment and the rights and obligations arising from the Beneficiaries' employment relationships with any Group company are separate from and are not affected by their participation in the Plan itself.

The grant of Shares does not create any entitlement for the Beneficiary to be eligible for any Plan Cycle and/or to obtain additional Rights. The Company reserves the right to exercise the claw-back clause in the event that the Beneficiary is liable, 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 in its sole discretion whether and to what extent to exercise the claw-back. The latter may be exercised by the Company no later than 3 (three) years after the assignment of the shares.

4.6 Availability constraints on the instruments granted or on the instruments deriving from the exercise of the instruments granted

The Rights will be attributed in a personal capacity to each Beneficiary and may not be transferred by deed inter vivos or be subject to constraints or be the subject of other acts of disposal for any reason.

The CEO and the Managers with Strategic Responsibilities will be required to continuously hold a number of Shares equal to 20% (twenty percent) of the Shares granted until the expiry of 24 months from the end of the *Vesting* Period, net of the Shares that can be transferred for the payment of tax, social security and welfare charges, where due, related to the assignment of the Shares. In particular, these Shares may not be sold, conferred, exchanged, carried forward, or be the subject of other acts of disposal *inter vivos* unless authorized in writing by the Board of Directors, subject to the opinion of the Nomination and Remuneration Committee.

4.7 Any termination conditions in relation to the plan in the event that the beneficiaries carry out hedging transactions that allow to neutralize any prohibitions on the sale of the instruments assigned

The Plan does not contain any termination conditions in the event that the Beneficiaries carry out *hedging* transactions that allow the prohibitions on the disposal of Rights and Shares to be neutralized.

4.8 Effects of termination of employment or management

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 will apply, unless otherwise determined by the Board of Directors, subject to the opinion of the Nomination and Remuneration Committee, in a more favourable sense for the Beneficiaries.

In the event of termination of the Relationship following a Bad Leaver hypothesis between the beginning and the end of the *Vesting* Period, the Beneficiary will permanently and fully 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 its heirs) will retain the right to receive a pro-rata amount of Shares corresponding to the *pro-rata* amount 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 takes effect after the 15th day of the same.

Finally, it is understood that in the event of transfer of the Relationship to another Subsidiary and/or in the event of termination of the Relationship and simultaneous establishment of a new Relationship within the Subsidiaries, again as Beneficiary, the same will retain, *mutatis mutandis*, all rights attributed to it pursuant to the Plan.

4.9 Indication of other possible causes for cancellation of the Plan

The Beneficiary will definitively lose the right to the assignment of the Shares as a result of: (i) attempted transfer by deed *inter vivos* or negotiation of the Rights, including, by way of example, any attempt to transfer by deed *inter vivos* or in application of legal provisions, either directly or indirectly, including through legal transactions aimed at this effect; (ii) subjection of the Rights to pledge or other right in rem, to charges, seizure, seizure or constraints (current, if any, future and/or conditional) of any nature, whether real or personal, or (iii) granting of the Rights as collateral.

If, during the *Vesting* Period:

- * should a Change of Control occur; o
- * a takeover bid or a public exchange offer for the Shares was concluded; o
- * the listing of the Shares at the EXM (so-called "Shares of the Treasury") was revoked. *delisting*) or resolutions and/or commitments were adopted that make the *delisting certain*;

the Board of Directors will have the right 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 on the Beneficiaries.

Any early assignment of the Shares will be carried out - *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, subject to the opinion of the Nomination and Remuneration Committee, in a manner more favourable to the Beneficiaries.

4.10 Reasons relating to the possible provision of a "redemption" of the shares by the Company

If objective circumstances emerge, in the event that the Beneficiary is found to be responsible, with intent or gross negligence, for violations of laws and/or regulations, the Code of Ethics or company rules that have a relevance or entail an impact on the employment relationship, affecting the relevant fiduciary basis, even where such conduct has not directly impacted the accrual of the right to the assignment of the Shares, the Company may withhold all or part of the portion of the premium due with the consequent definitive extinction of any right in this regard, or request – within the limits of what is possible pursuant to applicable law – (a) the return of the Shares, less a number of Shares of a value corresponding to the tax, social security and welfare charges related to the allocation of the Shares or if the Shares have already been sold, (b) the return of the sale value, less the amount corresponding to the tax, social security and welfare charges related to the assignment of the Shares, possibly also by offsetting against the Beneficiary's salaries and/or severance pay ("Claw-back Right").

The Board of Directors may also, at its discretion, determine that during the *Vesting Period* the Beneficiary has behaved in bad faith or has failed to perform diligently and professionally in his or her job duties, which in both cases has caused material damage to the company (both financial and reputational).

In particular, if in the 3 (three) years following the *Vesting Date* it should be proven that, during the *Vesting Period*, the Beneficiary has adopted a behavior contrary to the law and/or company regulations (violation of the organization, management and control model and the code of ethics or internal procedures of the company), the Beneficiary will be required to return to the company the same amount of shares received on the date of assignment of the shares, net of any applicable withholding taxes.

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

The Right of Claw-back may be exercised by the Company no later than 3 (three) years from the Date of Assignment, even in the event of termination of the Relationship with the Company before such date.

Having noted that the refund of the amounts subject to the exercise of the Right of Claw-back is net of the taxes paid, the Beneficiary hereby undertakes to remit to the Company any excess tax requested by the same for reimbursement, also in the form of offsetting, at the time of the tax return, on the fees returned and also undertakes to cooperate with the Company, as a withholding agent, to obtain a refund of any withholdings made and paid, not yet requested for reimbursement in the tax return.

4.11 Any loans or other facilities for the purchase of shares

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

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

As of the Date of the Information Document, it is not possible to quantify the charge for the Company as it will depend on the number of Rights accrued as well as the market value of the Shares at the time of delivery of the Shares. However, by way of example, based on the maximum number of

Shares servicing the Plan for the first *vesting period* (equal to 2,000,000) and the closing price of the Shares on the Date of the Securities Document (*i.e.*, Euro 16.350), the maximum expected charge would be equal to Euro 32,700,000.

4.13 Any dilutive effects determined by the Plan

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

4.14 Limits on voting rights and property rights

The Shares subject to assignment pursuant to the Plan will have regular dividend rights and, therefore, the rights related to them belong to each Beneficiary from the moment the Beneficiary becomes the holder of the Shares.

The Plan does not provide for limits 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 assignment of *stock options*.

4.17 Option Expiration

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

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

Not applicable as the Plan does not provide for the assignment 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 given market price (so-called "Exercise Price"). fair market value) (e.g. 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 (e.g. last price on the day prior to the grant, average of the day, average of the last 30 days, etc.)

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

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

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

4.21 Criteria on the basis of which different strike prices are envisaged between different subjects or categories of recipients Not applicable as the Plan does not provide for the assignment 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 assignment of *stock options*.

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

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

4.24 Share issuers shall attach the attached table no. 1 to the information document by filling in: 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, filling in 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 of the Management Board, the general managers and other managers with strategic responsibilities of the listed issuer may be provided by reference to what has been published pursuant to art. 84-quarter the data in section 1, table no. 1 and the information requested in paragraph 1 of which: (i) in point 1.1; (ii) letters a) and b) of point 1.3; (iii) in letters a) and b) of point 1.4

Not applicable 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 terms and conditions set out in Article 84-bis, paragraph 5, letter a) of the Issuers' Regulation.