

Technogym S.p.A.

INFORMATION DOCUMENT RELATING TO THE PLAN FOR THE FREE ALLOCATION OF ORDINARY SHARES OF TECHNOGYM SUBMITTED FOR APPROVAL BY THE SHAREHOLDERS' MEETING

*(prepared pursuant to Article 84-bis of the Regulation adopted by CONSOB with Resolution No. 11971 of 14
May 1999, as subsequently amended and supplemented)*

19 March 2026

INTRODUCTION

This information document (the “**Information Document**”), prepared pursuant to Article 84-*bis* and Schedule No. 7 of Annex 3A to the Regulation adopted by CONSOB with Resolution No. 11971 of 14 May 1999, as subsequently amended and supplemented (the “**Issuers’ Regulation**”), relates to the proposal to adopt a new medium-term incentive plan reserved for managers of the Technogym Group, providing for the free allocation of rights to receive ordinary shares of Technogym (the “**Shares**”), subject to the achievement of certain performance targets, called the Performance Shares Plan 2026-2028 (hereinafter the “**2026-2028 Performance Shares Plan**” or the “**Plan**”), under the terms approved by the Board of Directors of Technogym S.p.A. (the “**Company**” or “**Technogym**”) on 19 March 2026.

The aforementioned proposal to adopt the Plan will be submitted for approval to the Shareholders’ Meeting of the Company convened for 5 May 2026 pursuant to Article 114-*bis* of Italian Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented (the “**TUF**”), as it is also intended for Key Managers.

As at the date of this Information Document, the proposal to adopt the Plan has not yet been approved by the Shareholders’ Meeting of the Company, and therefore:

- (i) This Information Document was prepared exclusively on the basis of the content of the proposal to adopt the Plan approved by the Board of Directors of the Company on 19 March 2026.
- (ii) Any reference to the Plan contained in this Information Document shall be understood as referring to the proposal to adopt the Plan.

The information required under Schedule No. 7 of Annex 3A to the Issuers’ Regulation that is not included in this Information Document will be provided, where available, during the implementation phase of the Plan, pursuant to Article 84-*bis*, paragraph 5, letter a), of the Issuers’ Regulation.

DEFINITIONS

For the purposes of this Information Document, the terms set out below shall have the meaning indicated for each of them:

Grant	Means the actual allocation of the Shares to each Beneficiary following the end of the Vesting Period, in the amount, on the terms and subject to the conditions set out in the Rules.
Shareholders' Meeting	Means the Shareholders' Meeting of the Company.
Allocation	Means the allocation to each Beneficiary by the Board of Directors, having heard the opinion of the Appointment and Remuneration Committee, of the Right to Receive Shares in the amount, on the terms and subject to the conditions set out in the Rules.
Shares	Means the ordinary shares of Technogym, listed on EXM organised and managed by Borsa Italiana S.p.A., to be allocated to the Beneficiaries pursuant to the Plan.
Vested Shares	Means the number of Shares that will be effectively allocated to each Beneficiary in accordance with the terms and conditions of the Rules.
Beneficiaries	Means the managers of the Technogym Group who will be individually identified by the Board of Directors, upon proposal of the Chairperson and having heard the opinion of the Appointment and Remuneration Committee, among employees and/or staff of the Company or Subsidiaries holding one of the Roles, including Key Managers of the Company.
Beneficiaries of the 2015 Plan	Means the participants in the long-term incentive plan approved by the Board of Directors in June 2012 and last amended on 16 December 2015.
Beneficiaries of the 2017 Plan	Means the beneficiaries of the 2017-2019 Performance Shares Plan approved by the Shareholders' Meeting of the Company on 21 April 2017.
Beneficiaries of the 2021 Plan	Means the beneficiaries of the 2021-2023 Performance Shares Plan approved by the Shareholders' Meeting of the Company on 5 May 2021.
Beneficiaries of the 2022 Plan	Means the beneficiaries of the 2022-2024 Performance Shares Plan approved by the Shareholders' Meeting of the Company on 4 May 2022.

Beneficiaries of the 2023 Plan	Means the beneficiaries of the 2023-2025 Performance Shares Plan approved by the Shareholders' Meeting of the Company on 5 May 2023.
Beneficiaries of the 2024 Plan	Means the beneficiaries of the 2024-2026 Performance Shares Plan approved by the Shareholders' Meeting of the Company on 7 May 2024.
Beneficiaries of the 2025 Plan	Means the beneficiaries of the 2025-2027 Performance Shares Plan approved by the Shareholders' Meeting of the Company on 7 May 2025.
Change of Control	Means (a) the acquisition by one or more Third-Party Acquirers of control of the Company pursuant to Article 93 of the TUF; (b) the acquisition by one or more Third-Party Acquirers of a number of shares or an interest in a Subsidiary, or in companies directly or indirectly controlling the latter, provided that they are different from the Company, exceeding 50% of the relevant share capital, unless the Company continues to retain control pursuant to Article 2359 of the Italian Civil Code; (c) the definitive transfer, for any reason whatsoever, to one or more Third-Party Acquirers of the business or branch of business to which the Beneficiary's Relationship relates.
Corporate Governance Code	Means the Corporate Governance Code for listed companies approved in January 2020 by the Corporate Governance Committee (and promoted by Borsa Italiana, ABI, Ania, Assogestioni, Assonime and Confindustria), applicable from the first financial year commencing upon 31 December 2020.
Appointment and Remuneration Committee	Means the Appointment and Remuneration Committee established and appointed by the Board of Directors in compliance with the Corporate Governance Code.
Board of Directors	Means the Board of Directors of Technogym.
Approval Date	Means the date of approval of the Rules by the Board of Directors following approval of the Plan by the Shareholders' Meeting.
Share Allocation Date	Means, with reference to each Beneficiary and following the Vesting Period, the date of the resolution of the Board of Directors concerning the allocation of the Shares to such Beneficiary.
Right Grant Date	Means, with reference to each Beneficiary, the date of the resolution of the Board of Directors concerning the

identification of such Beneficiary and the granting to them of the Right to Receive Shares.

Key Managers	Means executives having the direct or indirect power and responsibility for planning, managing and controlling the Company's activities.
Right to Receive Shares	Means the conditional, free-of-charge and non-transferable right <i>inter vivos</i> to receive Shares free of charge in the amount, on the terms and subject to the conditions set out in the Rules upon achievement of certain Performance Targets.
Information Document	Means this information document drafted pursuant to Article 84- <i>bis</i> of the Issuers' Regulations and in compliance with the guidance contained in Scheme No. 7 of Annex 3A to the same Issuers' Regulation.
ESG Social (management)	Represents the increase in the percentage of the less represented gender within company management achieved in the 2028 financial year compared to the 2025 financial year.
ESG Social (rewarding)	Represents the reduction by 2028 in the pay gap between the most represented gender and the least represented gender compared to 2025.
EXM	Means the Euronext Milan organised and managed by Borsa Italiana S.p.A.
Free Cash Flow	Represents the cash flow available to the Company and is given by the difference between cash flow from operating activities and cash flow for investments in fixed capital.
Cumulative Free Cash Flow	Means the sum of the Group's Free Cash Flow for the three financial years included in the Vesting Period.
Group	Means, collectively, the Company and its Subsidiaries.
Base Number of Shares	Means the number of Shares that may be obtained by each Beneficiary upon achievement of 100% of the Performance Targets, in accordance with the terms and conditions set out in the Rules.
Performance Targets	Means the targets of the Plan which, upon approval of the Rules, will be determined by the Board of Directors, upon proposal of the Appointment and Remuneration Committee, and calculated with reference to Cumulative Net Profit, Cumulative Free Cash Flow and ESG Social, the level of achievement of which determines the number of Shares to be allocated to each

	Beneficiary at the end of the Vesting Period.
Minimum Performance Threshold	Means the achievement of 80% of the Performance Targets.
Vesting Period	Means the period from 1 January 2026 to 31 December 2028 during which the Right to Receive Shares vests and with reference to which the achievement of the Performance Targets will be verified.
Plan or 2026-2028 Performance Shares Plan	Means the medium-term incentive plan providing for the free allocation of Rights to Receive Shares free of charge to Beneficiaries, subject to the achievement of certain Performance Targets, in accordance with the proposal approved by the Board of Directors of Technogym on 19 March 2026, which will be submitted for approval to the Shareholders' Meeting of the Company pursuant to Article 114-bis of the TUF, convened for 5 May 2026, and described in this Information Document.
MBO Plan or Management by Objectives	Means a short-term monetary variable component based on the achievement of annual Group and individual results by area of responsibility.
Relationship	Means the employment and/or collaboration relationship in place between the Beneficiary and the Company or one of its Subsidiaries.
Rules	Means the rules governing the definition of the criteria, methods and terms for implementation of the Plan, which will be approved by the Board of Directors following approval of the Plan by the Shareholders' Meeting.
Issuers' Regulation	Means the Issuers' Regulation adopted by CONSOB with Resolution No. 11971 of 14 May 1999, as subsequently amended and supplemented.
Role	Means managerial roles of relevance or otherwise capable of making a significant contribution, with a view to achieving the strategic objectives of the Company and/or the Group, which will be identified by the Board of Directors and set out in the Rules.
Company or Technogym	Means Technogym, with registered office in Via Calcinaro 2861, Cesena, tax code, VAT number and registration number with the Forlì–Cesena Companies' Register 06250230965.
Subsidiaries	Means, indistinctly, each of the companies that, pursuant to Article 2359 of the Italian Civil Code, from time to time are

directly or indirectly controlled by the Company, with which one or more Beneficiaries has a Relationship.

Relevant Persons

Means the persons referred to in Article 84-bis, paragraph 2, of the Issuers' Regulation.

Third-Party Acquirer

Means any third party other than (i) the natural or legal persons that at the Approval Date directly or indirectly control the Company pursuant to Article 93 of the TUF, or (ii) the natural or legal persons that pursuant to Article 93 of the TUF are directly or indirectly controlled by any of the persons referred to in point (i) at the Approval Date.

TUF

Means Italian Legislative Decree No. 58 of 1998, as subsequently amended and supplemented (the Consolidated Finance Law).

Cumulative Net Profit

Means the sum of the Group's Net Profit for the three financial years included in the Vesting Period.

Group Net Profit

Means the Group's net profit as shown in the Group's IFRS consolidated financial statements for the relevant financial year, expressed in euros. Non-recurring items affecting the "Group Net Profit" as shown in the Group's IFRS consolidated financial statements for the relevant financial year shall not be taken into account in calculating the Group Net Profit for the purposes of this Plan.

Technogym Share Reference Value

Means the arithmetic average of the market price of the Technogym ordinary share in the month preceding the Approval Date.

1. PERSONS ELIGIBLE FOR THE PLAN

The Plan is reserved for Technogym Group managers, who will be named individually by the Board of Directors, based on proposals made by the Chairperson of the Board of Directors and after consulting with the Appointment and Remuneration Committee, from among the employees and/or staff of the Company or its Subsidiaries who have strategic roles or can make significant contributions to the Company's and/or Group's strategic objectives, including the Company's Key Managers.

Pursuant to article 114-*bis*, paragraph 3 of the TUF and article 84-*bis*, paragraph 2 of the Consob Regulation on Issuers, the Plan is considered a "*plan of particular significance*", as the Beneficiaries identified by the Board of Directors may include Key Managers of the Group.

1.1 Identification by name of the beneficiaries who are members of the Board of Directors or the management board of the issuer of financial instruments, of the companies controlling the issuer and of the companies directly or indirectly controlled by it.

As at the date of this Information Document, the information relating to the identification by name of the Relevant Persons to whom the Right to Receive Shares will be granted is not available, as the Board of Directors will proceed with the identification by name of the Beneficiaries under delegation from the Shareholders' Meeting of the Company.

Therefore, the identification by name of the Relevant Persons among the Beneficiaries to whom the Right to Receive Shares will be granted, and the other information required under paragraph 1 of Schedule 7 of Annex 3A to the Issuers' Regulation, will be provided in accordance with the methods and within the time limits set out in Article 84-*bis*, paragraph 5, letter a), of the Issuers' Regulation.

1.2 Categories of employees or staff of the issuer of financial instruments and of the companies controlling or controlled by such issuer.

The Plan is reserved for Technogym Group managers, who will be named individually by the Board of Directors, based on proposals made by the Chairperson of the Board of and after consulting with the Appointment and Remuneration Committee, from among the employees and/or staff of the Company or its Subsidiaries who have strategic roles or can make significant contributions to the Company's and/or Group's strategic objectives, including the Company's Key Managers.

For the methods of identifying the Beneficiaries of the Plan, reference is made to paragraph 1.1 above.

1.3 Identification by name of the persons benefiting from the plan belonging to the groups indicated under point 1.3, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulation.

The identification by name of the Beneficiaries and the other information required under paragraph 1.3 of Schedule No. 7 of Annex 3A to the Issuers' Regulation, where applicable, will be provided in accordance with the methods and within the time limits set out in Article 84-*bis*, paragraph 5, letter a), of the Issuers' Regulation.

For the methods of identifying the Beneficiaries of the Plan, reference is made to paragraph 1.1 above.

1.4 Description and numerical indication of the beneficiaries, broken down by the categories indicated under point 1.4, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulation.

The identification by name of the Beneficiaries and the other information required under paragraph 1.4 of Schedule No. 7 of Annex 3A to the Issuers' Regulation, where applicable, will be provided in accordance with the methods and within the time limits set out in Article 84-*bis*, paragraph 5, letter a), of the Issuers' Regulation.

For the methods of identifying the Beneficiaries of the Plan, reference is made to paragraph 1.1 above.

2. REASONS FOR ADOPTING THE PLAN

2.1 Objectives intended to be achieved through the allocation of the plans.

The purpose of the Plan is to consolidate Technogym's ability to retain key resources and attract staff with the best skills, and align interest in company performance of the company's key resources with that of shareholders to create sustainable value over time.

The Plan is based on a three-year horizon, considered as the most suitable timeframe to achieve the Plan's objectives.

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

The Right to Receive Shares in the amount envisaged under the Plan is subject to the Board of Directors' verification of the fulfilment of the following conditions at the end of the Vesting Period:

- (i) that, on the Share Allocation Date, the Beneficiary's Relationship with the Company or with the relevant Subsidiary is in place and that no bad leaver condition has occurred; and
- (ii) that the Minimum Performance Threshold has been achieved.

The number of Vested Shares allocated to each Beneficiary at the end of the Vesting Period shall be determined by the Board of Directors based on the level of achievement of the Performance Targets, it being understood that the number of Vested Shares allocated to each Beneficiary may not exceed 130% of their Base Number of Shares.

The Performance Targets shall be determined with reference to the levels of Cumulative Net Profit, Cumulative Free Cash Flow and ESG Social. The relative weighting of the three indicators shall be 70% for Cumulative Net Profit, 20% for Cumulative Free Cash Flow, 5% for ESG Social (management) and 5% for ESG Social (rewarding).

The number of Vested Shares to be allocated to each Beneficiary in accordance with the terms and conditions set out in the Rules shall be calculated by the Board of Directors on the basis of the following formula and the adjustments set out in the following paragraphs:

$$\text{GAR} \times \text{GAR Percentage} / \text{VRAT} \times \text{PROP}$$

where

“GAR” means the Beneficiary’s gross annual fixed remuneration, excluding the variable component, and referring to the month preceding the time at which the Right to Receive Shares is granted.

“GAR Percentage” means the percentage that will be determined, for each individual Beneficiary on the Grant Date by the Board of Directors based on the opinion of the Appointment and Remuneration Committee, having regard to the pursuit of the Company’s interests, taking into account, among others, the position held, remuneration positioning, the importance of the resource for the Company’s results, their growth potential within the Group and any other element deemed useful or relevant in relation to the objectives of value creation for the Company and the Group reflected in the definition of the Performance Targets.

“VRAT” means the arithmetic average of the market price of the Technogym ordinary share in the month preceding the Approval Date.

“PROP” means the pay-out percentage based on the achievement of the Performance Targets, as verified by the Board of Directors following the end of the Vesting Period and the approval of the Group’s IFRS consolidated financial statements as at 31 December 2028, in time to proceed with the Allocation.

This formula reflects the information set out in the table below:

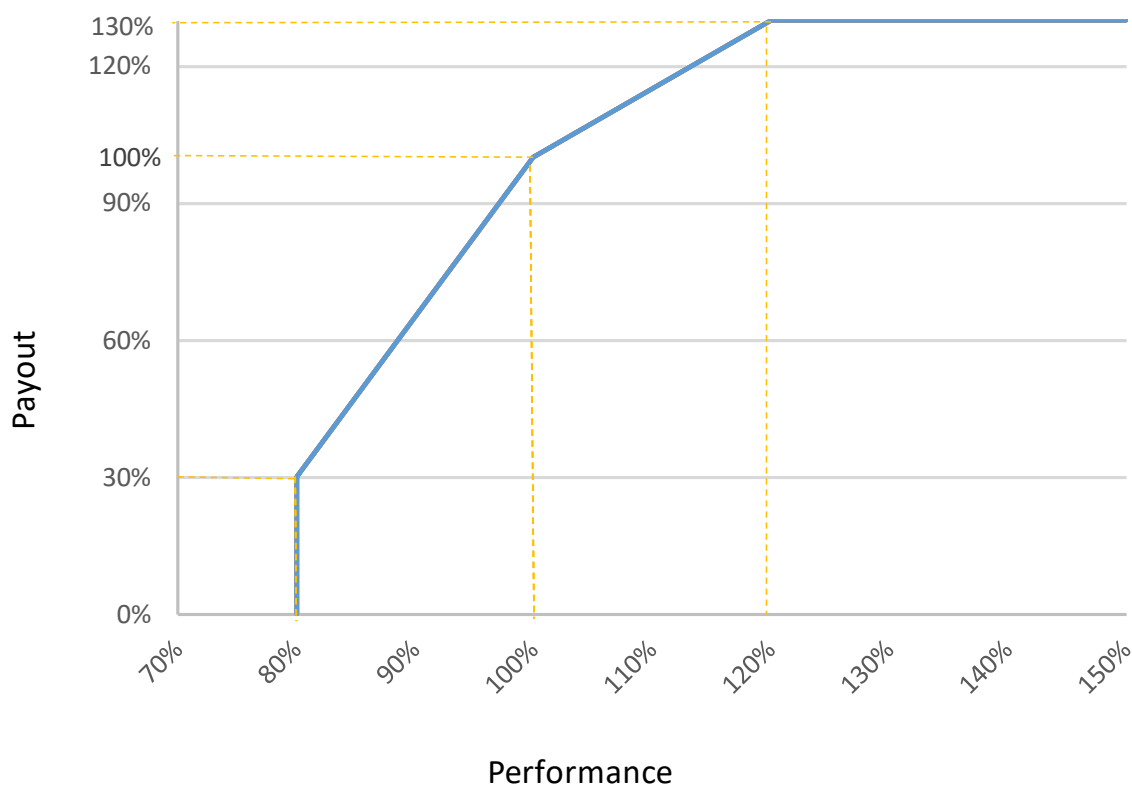
% achievement of the Performance Targets (PT)	PROP
PT < 80%	0
$80\% \leq PT \leq 100\%$	$30\% \leq PROP \leq 100\%$
$100\% < PT \leq 120\%$	$100\% < PROP \leq 130\%$
PT > 120%	130%

In the event of achievement of the Performance Targets:

- i) at 80% (Minimum Performance Threshold), each Beneficiary shall be entitled to a PROP equal to 30%;
- ii) between 80% and 100%, each Beneficiary shall be entitled to a PROP increasing in line with the curve shown in the diagram below, calculated using linear interpolation, up to a maximum of 100%;
- iii) between 100% and 120% (Overperformance), each Beneficiary shall be entitled to a PROP increasing in line with the curve shown in the diagram below, calculated using linear interpolation, up to a maximum of 130%;
- iv) above 120%, each Beneficiary shall be entitled to a PROP equal to and in any event not exceeding 130%.

If the Minimum Performance Threshold is not achieved, the Right to Receive Shares shall be deemed fully extinguished. In the event of achievement of the Performance Targets above 120%, the Beneficiary shall be entitled to be allocated a number of Vested Shares calculated on the basis of a PROP equal to

and in any event not exceeding 130%.



Where a Beneficiary:

- (i) is also a Beneficiary of the 2015 Plan and/or a Beneficiary of the 2017 Plan and/or a Beneficiary of the 2021 Plan and/or a Beneficiary of the 2022 Plan and/or a Beneficiary of the 2023 Plan and/or a Beneficiary of the 2024 Plan and/or a Beneficiary of the 2025 Plan, and
- (ii) at the Share Allocation Date still holds, on a continuous basis, at least 50% of the Shares allocated to them under the 2015 Plan, the 2017 Plan, the 2021 Plan, the 2022 Plan, the 2023 Plan, the 2024 Plan and the 2025 Plan, net of those disposed of for the purpose of paying the statutory taxes relating to such allocation,

the number of Vested Shares shall be increased by 20%.

For the sake of clarity, if the condition referred to in point (ii) above is not met on the Share Allocation Date, the number of Vested Shares of a Beneficiary who is also a Beneficiary of the 2015 Plan, the 2017 Plan, the 2021 Plan, the 2022 Plan, the 2023 Plan, the 2024 Plan and the 2025 Plan shall remain that resulting from the formula for calculating the BNS referred to in Article 2.3, without any increase.

The number of Vested Shares to be allocated to the Beneficiary, as calculated pursuant to the preceding paragraphs, shall finally be determined as a percentage depending on the achievement of the objectives set out in the MBO Plan of each Beneficiary in each of the financial years included in the Vesting Period. The table below shows the percentage of the number of Vested Shares, as calculated pursuant to the preceding paragraphs, to which each Beneficiary shall be entitled depending on the number of years

within the Vesting Period in which they have achieved their annual MBO objectives.

Number of years within the Vesting Period in which the Beneficiary has achieved the objectives MBO	% Vested Shares the Beneficiary is entitled to
0 years out of 3	Zero
1 year out of 3	30%
2 years out of 3	60%
3 years out of 3	100%

Therefore, irrespective of the level of achievement of the Performance Targets, if the Beneficiary does not achieve the objectives of their MBO Plan in any of the 3 years of the Vesting Period, the Beneficiary shall not receive any Vested Shares.

Where a person joins the Company during the Vesting Period and is identified by the Board of Directors as a Beneficiary after the resolution of the Board of Directors that initially identified the list of Beneficiaries, the Vested Shares allocated to them shall be calculated in accordance with this article but granted on a pro rata basis.

Following the end of the Vesting Period, the Board of Directors shall verify the above conditions and determine the number of Vested Shares to be allocated to each Beneficiary accordingly. Delivery of the Vested Shares shall take place within 90 calendar days following approval of the financial statements for the last year of the Vesting Period.

At the time of Allocation, the Board of Directors shall retain the right to pay the Beneficiary an amount in cash equal to the value of the product of the number of shares due pursuant to these Rules and their normal value determined pursuant to Article 9 of Italian Presidential Decree 917/1986.

If the Shares are no longer listed at the Allocation Date, such value shall be determined by an independent expert appointed by the Company.

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

The Base Number of Shares (BNS) shall be determined for each Beneficiary by the Board of Directors on the basis of the following formula:

$$\text{BNS} = \text{GAR} \times \text{GAR Percentage} / \text{VRAT}$$

where

“GAR” means the Beneficiary’s gross annual fixed remuneration, excluding the variable component, referring to the month preceding the time at which the Right to Receive Shares is granted.

“GAR Percentage” means the percentage that will be determined, for each individual Beneficiary on the Grant Date by the Board of Directors based on the opinion of the Appointment and Remuneration Committee, having regard to the pursuit of the Company’s interests, taking into account, among others, the position held, remuneration positioning, the importance of the resource for the Company’s results, their growth potential within the Group and any other element deemed useful or relevant in relation to the objectives of value creation for the Company and the Group reflected in the definition of the Performance Targets.

“VRAT” means the arithmetic average of the market price of the Technogym ordinary share in the month preceding the Approval Date.

The vesting of the Right to Receive Shares at the end of the Vesting Period shall be subject to the fulfilment and verification of the vesting conditions referred to in paragraph 2.2.

2.4 Reasons underlying any decision to grant remuneration plans based on financial instruments not issued by the issuer of financial instruments, such as financial instruments issued by subsidiaries, parent companies or third-party companies within the group. Where such instruments are not traded on regulated markets, information on the criteria used to determine their value.

The Plan does not provide for the granting of remuneration based on financial instruments other than those issued by the Company.

2.5 Considerations regarding any significant tax and accounting implications that have influenced the definition of the plans.

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

2.6 Any support for the plan from the Special Fund for encouraging employee participation in companies, pursuant to Article 4, paragraph 112, of Italian Law No. 350 of 24 December 2003.

The Plan will not receive any support from the Special Fund for encouraging employee participation in companies, pursuant to Article 4, paragraph 112, of Italian Law No. 350 of 24 December 2003.

3. APPROVAL PROCESS AND TIMING OF SHARE ALLOCATION

3.1 Scope of the powers and functions delegated by the Shareholders' Meeting to the Board of Directors for the purposes of implementing the plan.

The Plan was approved by the Board of Directors on 19 March 2026, upon proposal of the Appointment and Remuneration Committee held on 16 March 2026, and will be submitted for approval to the Shareholders' Meeting of the Company pursuant to Article 114-bis of the TUF.

The Ordinary Shareholders' Meeting of Technogym will also be requested to grant the Board of Directors, with express authority to sub-delegate, all powers necessary or appropriate to fully and effectively implement the 2026-2028 Performance Shares Plan, including but not limited to the power to identify the Beneficiaries and the Performance Targets and determine the Base Number of Shares as well as the GAR Percentage, on the basis of which, at the end of the vesting period, the Board of Directors shall calculate the number of Vested Shares – lower or higher than the Base Number of Shares – to be allocated to each Beneficiary depending on the level of achievement, or any over-achievement, of the Performance Targets, in accordance with the terms and conditions set out in the Plan, and in any event within the maximum number of shares to be allocated to the Plan as determined by the Shareholders' Meeting, to exercise all powers and functions attributed to the Board of Directors by the 2026-2028 Performance Shares Plan and adopt the relevant resolutions, to prepare and approve the Rules of the Plan and to make any amendments and/or additions thereto deemed necessary and/or appropriate in the event of extraordinary transactions involving the Company and/or the Group in order to maintain the substantive and economic content of the 2026-2028 Performance Shares Plan unchanged within the limits permitted by the applicable regulations in force from time to time. The explanatory report of the Board of Directors containing the proposed resolution shall be made available within the time limits and in the manner envisaged by law.

3.2 Identification of the persons responsible for administering the plan and their function and responsibilities.

The body responsible for decisions relating to the Plan – without prejudice to the prerogatives of the Shareholders' Meeting – is the Company's Board of Directors, which, in exercising the powers that will be granted to it by the Ordinary Shareholders' Meeting with respect to the Plan, may delegate its powers, duties and responsibilities in relation to the execution, management and administration of the Plan to one or more of its members.

The Remuneration Committee shall perform advisory and consultative functions in relation to the implementation of the Plan, in accordance with the recommendations of the Corporate Governance Code.

3.3 Any procedures in place for the revision of the plans, including in relation to any changes in the underlying objectives.

If a public tender offer or a Change of Control occurs during the Vesting Period, the Board of Directors may bring forward the delivery of the Shares in accordance with the terms and conditions set out in the Rules.

As a result of further events arising that may affect the Company, the Group, the Performance Targets or the Plan (including but not limited to extraordinary transactions involving the Company, changes in

regulations, material changes in macroeconomic conditions or international monetary policy), the Board of Directors may make to the Plan and to the implementing documents of the Plan (including the Rules), independently and without the need for further approval by the Shareholders' Meeting of the Company, having heard the opinion of the Appointment and Remuneration Committee, any amendments and additions to the Rules and/or to the Right to Receive Shares and/or to the Base Number of Shares deemed necessary and/or appropriate in order to, within the limits permitted by the applicable regulations from time to time in force, adjust the Plan in relation to the effects deriving from extraordinary transactions or changes in legislative or regulatory provisions.

3.4 Description of the methods through which to determine the availability and allocation of the financial instruments the plans are based on (for example: free allocation of shares, capital increases with exclusion of pre-emption rights, purchase and sale of treasury shares).

The following may be used for the purposes of the Plan: (i) treasury shares acquired pursuant to the authorisations referred to in Articles 2357 and 2357-ter of the Italian Civil Code, as well as Article 132 of the TUF and the relevant implementing provisions, granted from time to time by the Shareholders' Meeting; and/or (ii) shares deriving from a capital increase up to a maximum of Euro 35,000 (thirty-five thousand/00), through the issue of up to a maximum of 700,000 (seven hundred thousand/00) new ordinary shares without indication of nominal value, having the same characteristics as those outstanding, with regular dividend entitlement, at an issue value equal to the accounting par value of Technogym shares on the date of execution of the delegation, by means of the allocation of a corresponding amount of profits and/or retained earnings as resulting from the most recent financial statements approved from time to time pursuant to Article 2349 of the Italian Civil Code, for which purpose it will be proposed to the Extraordinary Shareholders' Meeting of 5 May 2026 to grant the Board of Directors the relevant delegation pursuant to Article 2443 of the Italian Civil Code.

The proposal for a capital increase pursuant to Article 2349 of the Italian Civil Code to service the Plan, together with a description of its terms and conditions, is illustrated in a report prepared pursuant to Article 72 and Annex 3A of the Issuers' Regulation, made available to the public within the time limits and in the manner envisaged by the applicable regulations. Such proposal will be submitted for examination and approval by the Shareholders' Meeting of the Company in extraordinary session.

In this regard, it is specified that, in accordance with Article 2349 of the Italian Civil Code, the Shares to be allocated to Beneficiaries of the Plan who are not employees of the Company and/or its subsidiaries shall derive exclusively from purchases of treasury shares carried out pursuant to Articles 2357 and 2357-ter of the Italian Civil Code.

3.5 Role performed by each director in determining the characteristics of the aforementioned plans; any occurrence of conflicts of interest involving the directors concerned.

The characteristics of the Plan to be submitted for approval by the Shareholders' Meeting of the Company pursuant to and for the purposes of Article 114-*bis* of the TUF have been determined collectively by the Board of Directors, with the advisory and consultative support of the Appointment and Remuneration Committee and in accordance with the conclusions of such Committee, in line with the recommendations of the Corporate Governance Code and best corporate governance practice.

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

At its meeting of 16 March 2026, the Appointment and Remuneration Committee examined the Plan and resolved to submit it for approval to the Board of Directors.

On 19 March 2026, the Board of Directors, upon proposal of the Appointment and Remuneration Committee, resolved to approve the proposal for the Plan and to submit it for approval to the Shareholders' Meeting.

3.7 For the purposes of Article 84-bis, paragraph 5, letter a), the date of the decision taken by the relevant body regarding the allocation of the instruments and any proposal submitted to that body by the Remuneration Committee.

For the purposes of Article 84-bis, paragraph 5, letter a), of the Issuers' Regulation, it is envisaged that the decision regarding the granting of the Right to Receive Shares shall be taken by the Board of Directors, even in multiple tranches, following the Ordinary Shareholders' Meeting convened to approve the Plan, upon proposal of the Appointment and Remuneration Committee, it being understood that such grant must take place no later than 12 months from the Approval Date.

At the end of the Vesting Period, the Board of Directors shall calculate the number of Shares to be effectively allocated to each Beneficiary in accordance with the terms and conditions set out in the Rules based on the formula referred to in paragraph 2.2.

The decisions to be adopted by the Board of Directors for the implementation of the Plan shall be disclosed to the public pursuant to Article 84-bis, paragraph 5, letter a), of the Issuers' Regulation.

3.8 The market price, recorded on the aforementioned dates, of the financial instruments on which the plans are based, if traded on regulated markets.

As at 16 March 2026, on which date the Appointment and Remuneration Committee met to examine the Plan and resolved to submit it for approval to the Board of Directors, the official market price of Technogym ordinary shares was equal to Euro 16.44.

As at 19 March 2026, on which date the Board of Directors met to approve the Plan to be submitted to the Shareholders' Meeting of the Company convened for 5 May 2026, the official market price of Technogym ordinary shares was equal to Euro 17.11.

If the Plan is approved by the Shareholders' Meeting, the price of Technogym ordinary shares on the Grant Date of the Right to Receive Shares shall be disclosed in accordance with the methods and within the time limits set out in Article 84-bis, paragraph 5, letter a), of the Issuers' Regulation.

3.9 In the case of plans based on financial instruments traded on regulated markets, under what terms and according to what methods the issuer takes into account, in determining the timing of allocation of the instruments in implementation of the plans, any possible coincidence in time between: (i) such allocation or any decisions taken in this regard by the Remuneration Committee, and (ii) the disclosure of any inside information pursuant to Article 114, paragraph 1; for example, where such information is: (a) not yet public and capable of positively influencing market prices, or (b) already disclosed and capable of negatively influencing market prices.

The Vested Shares shall be allocated only at the end of the Vesting Period and subject to the occurrence and verification of the vesting conditions referred to in paragraph 2.2., no later than the 90th calendar day following approval of the Group's IFRS consolidated financial statements for the last year of the Vesting Period, i.e. 31 December 2028. Accordingly, any disclosure of inside information at the time of the granting of the Right to Receive Shares would not have any appreciable effects on the Plan or on the conduct of the Beneficiaries, who at that time cannot carry out any transactions on the Shares as their delivery is deferred to a date subsequent to the granting of such Right.

The procedure for identifying the Beneficiaries and determining the Base Number of Shares, as well as for the delivery of the Vested Shares, shall in any event be carried out in full compliance with the disclosure obligations incumbent on the Company in order to ensure transparency and equal information to the market, as well as in compliance with the procedures adopted by the Company.

The Beneficiaries shall comply with the provisions on insider dealing set out in the applicable laws and regulations, as well as in the Group's internal procedures, in particular with reference to transactions involving the disposal of Shares that may be allocated following verification of the Performance Targets and the other Allocation conditions.

4. CHARACTERISTICS OF THE INSTRUMENTS GRANTED

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

The Plan provides for the free allocation to Beneficiaries of the Right to Receive Shares, it being understood that the maximum number of Vested Shares that may be allocated under the Plan is 700,000 (approximately 0.35% of the share capital), to be delivered in dematerialised form, subject to verification of the vesting conditions referred to in paragraph 2.2., no later than the 90th calendar day following approval of the Group's IFRS consolidated financial statements for the last year of the Vesting Period, i.e. 31 December 2028.

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

The identification of the Beneficiaries and the granting of the Right to Receive Shares shall be carried out by the Board of Directors, upon proposal of the Remuneration Committee, even in multiple tranches, it being understood that such granting may not take place more than 12 months after the Approval Date of the Rules.

In line with the recommendations of the Corporate Governance Code, the Plan provides for a three-year Vesting Period starting from the Grant Date. Following the end of the Vesting Period, the Board of Directors shall verify the conditions referred to in paragraph 2.2. and determine the number of Shares to be allocated to each Beneficiary accordingly. The allocation of the Vested Shares shall take place no later than the 90th calendar day following approval of the Group's IFRS consolidated financial statements for the last year of the Vesting Period, i.e. 31 December 2028.

4.3 Term of the plan.

The initial identification of the Beneficiaries and the related granting of the Right to Receive Shares to them, indicating the Base Number of Shares, is expected to take place in 2026. The Performance Targets shall be assessed over the three-years 2026-2028 and the Vested Shares shall be allocated no later than the 90th calendar day following approval of the Group's IFRS consolidated financial statements for the last year of the Vesting Period, i.e. 31 December 2028.

4.4 Maximum number of financial instruments, including in the form of options, allocated in each financial year in relation to the individuals or categories identified.

The maximum number of Shares that may be allocated to Beneficiaries under the Plan is 700,000 (seven hundred thousand).

4.5 Methods and clauses for implementing the plan, specifying whether the actual granting of the instruments is subject to the occurrence of conditions or the achievement of specific results, including performance. Description of such conditions and results.

With regard to the methods and clauses for implementing the Plan, reference is made to the provisions set out in the individual paragraphs of this Information Document. In particular, on the Grant Date, the Board of Directors, upon proposal of the Chair and having heard the opinion of the Appointment and Remuneration Committee, shall identify the Beneficiaries, grant each of them the Right to Receive Shares and determine the Base Number of Shares for each Beneficiary, i.e. the number of Vested Shares the Beneficiary shall be entitled to in the event of achievement of 100% of the Performance Targets, in accordance with the terms and conditions set out in the Rules, based on the criteria set out in paragraph 2.3 above.

The granting of the Right to Receive Shares to Beneficiaries is free of charge and is not subject to the achievement of performance targets nor linked to other key variables. Each Beneficiary may be allocated the Vested Shares free of charge, provided that the Performance Targets specified in paragraph 2.2 above are achieved.

4.6 Indication of any lock-up restrictions applicable to the instruments granted or to the instruments resulting from the exercise of options, with particular reference to the terms within which subsequent transfer to the same company or to third parties is permitted or prohibited.

The Shares delivered to each Beneficiary at the end of the Vesting Period shall be subject to a lock-up period of 12 (twelve) months starting from the date of delivery of the Shares to the Beneficiary.

Transactions carried out in compliance with legal or regulatory obligations or in connection with participation in a public tender or exchange offer pursuant to the TUF shall in any event remain permitted, as well as transactions involving the disposal of Shares that may be allocated to each Beneficiary in order to obtain the funds necessary to meet tax and/or social security obligations, in accordance with the methods and terms set out in the Rules.

If within 24 (twenty-four) months following the date of delivery of the Shares it is established that the achievement of the Performance Targets was determined on the basis of data that proves to be manifestly incorrect or it is established that the benefit was not due, the amount corresponding to the value of the Shares at the time of their allocation must be returned, in such a way as to neutralise any negative financial

effects for the Beneficiary.

4.7 Description of any termination conditions relating to the granting of the plans in the event that beneficiaries carry out hedging transactions that enable them to neutralise any restrictions on the sale of the financial instruments granted, including in the form of options, or of the financial instruments resulting from the exercise of such options.

Not applicable, as no termination conditions are envisaged in the event that the Beneficiary carries out hedging transactions.

4.8 Description of the effects arising from termination of the employment relationship.

Since the right to receive the Shares is inherently and functionally linked to the continuation of the Relationship between the Beneficiaries and the Company or its Subsidiaries until the Share Allocation Date, in the event of termination of the Relationship the following provisions shall apply, without prejudice to any more favourable determination by the Board of Directors, having heard the opinion of the Appointment and Remuneration Committee.

In the event of termination of the Relationship due to a good leaver event, the Beneficiary (or their heirs who have filed the succession declaration and fulfilled the relevant tax obligations), subject to compliance with the obligations, methods and terms set out in the Rules, shall retain the right to receive the Shares from the Company. For these purposes, good leaver events shall include all cases of termination of the Relationship due to death, absolute inability to perform one's duties for a continuous period of six months, or nine months even if not consecutive within a calendar year, as well as permanent disability of the Beneficiary preventing continuation, provided that termination of the Relationship occurs between the end of the Vesting Period and the Share Allocation Date (inclusive).

In the event of termination of the Relationship due to a bad leaver event, the Beneficiary shall definitively lose the Right to Receive Shares. For these purposes, bad leaver events shall include all cases of termination of the Relationship other than good leaver events, as well as cases in which the Beneficiary ceases to hold one of the Roles.

4.9 Indication of any other causes of cancellation of the plans.

Except as set out in other paragraphs of this Information Document, there are no other causes for cancellation of the Plan.

4.10 Reasons for any provision for a buyback by the Company of the financial instruments covered by the plans, pursuant to Articles 2357 et seq. of the Italian Civil Code. Beneficiaries of the buyback, indicating whether it is intended only for particular categories of employees. Effects of termination of the employment relationship on such buyback.

No buyback mechanisms are envisaged for the Shares allocated free of charge under the Plan.

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

No loans or other facilities are envisaged for the purchase of the Shares, as they are allocated free of charge.

4.12 Indication of any assessments regarding the expected cost for the Company at the date of allocation, as determined on the basis of terms and conditions already defined, for the total amount and in relation to each instrument of the plan.

As at the date of preparation of this Information Document, there are insufficient elements to provide reliable estimates of the expected cost for the Company, as it depends on various factors that cannot be forecast.

Information relating to the total cost of the Plan will be provided in accordance with Article 84-*bis*, paragraph 5, letter a), of the Issuers' Regulation.

4.13 Indication of any dilutive effects on share capital resulting from the compensation plans.

Since the Board of Directors may choose whether to use treasury shares or shares resulting from the Capital Increase at the time of allocation of the Shares following vesting of the Right to Receive Shares in accordance with the terms and conditions of the Plan, it is not possible to predict any dilutive effects on share capital resulting from the Plan.

If the maximum number of 700,000 (seven hundred thousand) ordinary shares covered by the Plan were to be allocated subject to the achievement and over-achievement of the Performance Targets and assuming that all the Shares to be allocated under the Rights to Receive Shares derive from the Capital Increase, such Shares would represent approximately 0.35% of the share capital.

4.14 Any limits envisaged for the exercise of voting rights and for the allocation of economic rights.

No limits are envisaged for the exercise of voting rights or for the attribution of economic rights attached to the Shares effectively delivered to the Beneficiaries.

Until the Shares are effectively delivered, no Beneficiary may be considered a shareholder of the Company in any capacity.

4.15 Where the shares are not traded on regulated markets, any information useful for a proper assessment of the value attributable to them.

Not applicable, as the Shares are listed on EXM.

4.16 - 4.23

Not applicable.

TABLE

Table No. 1 referred to in paragraph 4.24 of Schedule 7 of Annex 3A to the Issuers' Regulation will be provided in accordance with the methods set out in Article 84-*bis*, paragraph 5, letter a), of the Issuers' Regulation.