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GEOX

INFORMATION DOCUMENT ON THE INCENTIVE PLAN CALLED "2027-2029 STOCK GRANT PLAN"

(drawn up in accordance with art. 84-bis of Consob Regulation no. 11971/1999 as subsequently amended)

This information document (hereinafter the "**Information Document**") refers to the 2027-2029 Stock Grant plan (hereinafter "**2027-2029 Stock Grant Plan**" or "**2027-2029 Plan**" or "**Plan**") that the Board of Directors (hereinafter "**BoD**") of Geox S.p.A. ("**Geox**" or the "**Company**") held on 13 October 2026 decided to submit for approval to the next Shareholders' Meeting convened in single call for 13 November 2026, drawn up in accordance with art. 84-*bis* of Consob Regulation no. 11971/1999 as subsequently amended (hereinafter "**Issuers' Regulations**").

On the date of this Information Document, the proposal for the adoption of the 2027-2029 Plan has not yet been adopted by Geox Shareholders' Meeting.

Therefore (i) this Information Document is drafted exclusively on the basis of the contents of the proposal for the adoption of the 2027-2029 Stock Grant Plan as approved by the Company's Board of Directors on 13 October 2026, on the proposal of the Appointment and Remuneration Committee dated 12 October 2026; (ii) every reference to the 2027-2029 Stock Grant Plan contained in this Information Document shall be deemed to refer to the proposal for the adoption of the Stock Grant Plan 2027-2029.

On 13 October 2026, the Board of Directors of the Company resolved to convene an Ordinary Shareholders' Meeting to submit approval of the Plan concerning, inter alia, the free allocation, of up to 4,667,851 Company Shares. On that date, the Board of Directors approved the Plan's regulations, with effect subject to the approval of the Plan by the ordinary Shareholders' Meeting.

Shares to service the Plan shall be made available, at the discretion of the Board of Directors, in accordance to the applicable laws, by using any share purchased on the market and/or other shares held by the Company, following authorization by the ordinary Shareholders' Meeting to the purchase and sale of treasury shares in accordance with and for the purposes of articles 2357 et seq. of the Italian Civil Code.

DEFINITIONS

Throughout this Information Document, the following definitions are used.

"Shares"	Means Geox ordinary shares with regular dividend, with no nominal value, listed on Euronext Milan.
"Recipient"	Refers to the Chief Executive Officer of Geox S.p.A., the sole recipient of the Plan.
"Service Condition"	This refers to the condition set out in paragraph 4.8, compliance with which is a prerequisite for the allocation of the Shares covered by the Rights; this condition is that the Chief Executive Officer remains in office on the date on which the Board of Directors approves the draft financial statements of Geox S.p.A. and the Group's consolidated financial statements for the financial year ending 31 December 2029.

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"Appointment and Remuneration Committee"	This refers to the Committee established by the Company in accordance with the recommendations set out in the Corporate Governance Code for Listed Companies, as approved by the Corporate Governance Committee (established by Borsa Italiana S.p.A., the business associations and Assogestioni).
"Rights"	Means the Rights that are the subject of the Plan, granted free of charge and not transferable *inter vivos*, each of which entitles the Recipient to the allocation, free of charge, of no. 1 share for each Right granted.
"Adjusted EBITDA"	It refers to "*earnings before interest, tax, depreciation and amortisation, adjusted*". In particular, it indicates the income from ordinary operations realized by the Company, after deduction of extraordinary and/or non-recurring items, before tax, the result of financial operations as well as depreciation and amortization.
"Geox" or the "Company"	Means Geox S.p.A., with registered office in Biadene di Montebelluna (TV), Via Feltrina Centro, 16, registered in the Companies' Register of Treviso with no. 03348440268, Tax Code and VAT No. 03348440268.
"Geox Group" or "Group"	Means Geox and its direct or indirect subsidiary companies in accordance with art. 2359, first paragraph, number1), of the Italian civil code.
"Performance Targets"	It specifies, collectively, the Cumulative Net Profit Target and the Cumulative Adjusted EBITDA Target, the allocation of the Shares to which the Rights relate being conditional upon the achievement of these targets, once such achievement has been verified and following consultation with the Nomination and Remuneration Committee.
"Financial Target"	This refers to the 2029 Net Financial Position (NFP) target, the achievement of which is a condition for the allocation of the Shares to which the Rights relate; once such achievement has been verified, following consultation with the Nomination and Remuneration Committee.
"2027-2029 Plan" or "Plan"	Means the "2027-2029 Stock Grant Plan" which shall be subject to the approval by the Company's Ordinary Shareholders' Meeting in accordance with art. 114-*bis* of the TUF called for 13 November 2026.
"Industrial Plan"	The 2027-2029 Industrial Plan of the Geox Group, approved by the Company's Board of Directors on 21 September 2026.

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"Reference Period"	Means each financial year ending 31 December 2027, 31 December 2028 and 31 December 2029.
"NFP" or "Net Financial Position"	Indicates the net financial position, i.e. the difference between the sum of financial assets that can be immediately converted into currency or transferred by other means of payment and the total of short and long-term financial liabilities.
"Subsidiary Companies"	The Company's subsidiary companies in accordance with art. 2359, first paragraph, of the Italian Civil Code.
"Adjusted EBITDA Target"	Means Adjusted EBITDA of the Geox Group for the year ended 31 December of each Reference Period, as identified in the Industrial Plan for the period 2027-2029.
"Cumulative Adjusted EBITDA Target"	Indicates the sum of the Group's Adjusted EBITDA Targets for the years included in the Industrial Plan for the period 2027-2029.
"2029 NFP Target"	Indicates the Group's net financial position as at 31 December 2029, as set out in the Industrial Plan for the end of the 2029 financial year.
"**Net Profit Target**"	Means Net Profit of the Group for the year ended 31 December of each Reference Period, as identified in the Industrial Plan for the period 2027-2029.
"**Cumulative Net Profit Target**"	Indicates the sum of the Group's Net Profit Targets for the years included in the Industrial Plan for the period 2027-2029.
"**Net Profit**"	This figure represents the Geox Group's profit (after tax and financial results) for the financial year ending 31 December of each year, as shown in the consolidated financial statements, prepared in accordance with the applicable international accounting standards, including IFRS 16.

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1. RECIPIENTS

The 2027–2029 Plan is intended exclusively for the Chief Executive Officer of Geox.

Rights shall be attributed to the Recipient by the Board of Directors, having consulted the Appointment and Remuneration Committee.

It is to be noted that the 2027-2029 Plan qualifies as "of particular relevance" in accordance to art. 114-bis, paragraph 3, of the TUF and to art. 84-bis, paragraph 2, of the Issuers' Regulations.

1.1 Names of the recipient members of the Board of Directors or of the financial instruments issuer's management board, of the issuer's parent companies and of companies directly or indirectly controlled by the issuer

The 2027–2029 Plan is intended exclusively for the Chief Executive Officer, who has been identified by the Board of Directors as the key figure responsible for defining and achieving the Company's strategic and performance objectives, with a view to meeting the Group's objectives. As at the date of this Information Document, the Chief Executive Officer of Geox is Mr Francesco Di Giovanni.

1.2 Categories of employees or associate workers of the issuer of the financial instruments and of the companies controlling or controlled by the issuer

Apart from what is set out in point 1.1. above, no further recipients are included in the 2027–2029 Plan.

1.3 Names of the Recipients of the plan belonging to the groups described in point 1.3, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulations

The 2027–2029 Plan stipulates that the Recipient shall be the Chief Executive Officer.

The name of the Recipient, insofar as it falls within the groups specified in point 1.3(a), (b) and (c) of Annex 3A, Schedule 7, of the Issuers' Regulations, is provided in paragraph 1.1 above.

1.4 Description and number of the Recipients of the plan separated by the categories described in point 1.4, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulations

The 2027–2029 Plan provides that the Recipient shall be the Chief Executive Officer, as specified in Article 5 of the Regulations.

2. REASONS BEHIND THE APPROVAL OF THE 2027--2029 Plan

2.1 Objectives to be achieved through the assignment of the 2027-2029 Plan

Through the implementation of the 2027-2029 Plan, Geox intends to promote and pursue the following objectives:

- involve and incentivise the Chief Executive Officer whose activities are deemed to be of fundamental importance for the achievement of the Group's objectives;
- foster the loyalty of the Chief Executive Officer, encouraging them to stay within the Group;
- share and align the interests of the Chief Executive Officer with those of the Company and its shareholders in the medium to long term, acknowledging the Chief Executive Officer's contribution in increasing the Company's value.

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2.1.1 More detailed information on the relevant plans as defined by art. 84-*bis*, paragraph 2, of the Issuers' Regulation

The reasons and criteria on which the Company shall determine the ratio between the assignment of the number of Rights to be allotted to the Recipient and other components of the total remuneration are meant primarily to facilitate encouragement and loyalty as described in the above paragraph 2.1. The Board of Directors, at its sole discretion, shall take into consideration the strategic importance of the Recipient and the significance of the role held in terms of the creation of new value.

The 2027-2029 Plan develops across a medium-long term period (2027-2028-2029). In particular, this period has been considered as the most appropriate in order to meet the encouragement and loyalty objectives pursued by the 2027-2029 Plan.

The three-year reference period of the 2027-2029 Plan has been determined on the basis of the Recipient's continued service, as well as of cumulative Performance Targets for the 2027-2029 period and the Financial Target for the 2029 financial year, these being medium- to long-term corporate objectives identified with reference to the scenario set out in the Industrial Plan for the 2027-2029 period.

2.2 Key variables, also in the form of performance indicators, considered for the assignment of the 2027-2029 Plan

The allocation of the Shares to the Recipient is intended to pursue the objectives described in the above paragraph 2.1.

The allocation of the Shares to the Recipient is subject to continuous compliance with the Service Condition and the joint achievement of the Performance Targets and the Financial Target provided for in the regulations of the 2027-2029 Plan.

In particular, the Shares will be allocated to the Recipient subject to the fulfilment of the Service Condition and the collective achievement of all the following targets:

Performance Targets:

- The Cumulative Net Profit Target for the period 2027–2029, as set out in the Business Plan;
- the Cumulative Adjusted EBITDA Target for the period 2027–2029, as set out in the Business Plan;

Financial Target

- The Group's 2029 net financial position (NFP) target as at 31 December 2029, as set out in the Business Plan.

The Board of Directors of the Company, which will approve the draft financial statements of Geox S.p.A. and the consolidated financial statements for the fiscal year ended 31 December 2029, will verify the Performance Targets, the Financial Target and the Service Condition and, in relation to the outcome of such verification, will ascertain whether the Recipient's right to the allocation of the Shares to which the Rights relate has vested.

In the event of extraordinary circumstances, including those referred to in Paragraph 3.3 below, which have a material impact on the significance and size, respectively, of the Performance Targets and/or the Financial Target, the Board of Directors may make the necessary adjustments to these targets in order to neutralise their effects, including in accordance with the provisions set out in Paragraph 3.3 below. It is understood that extraordinary events shall not include phenomena linked to market trends.

The Board of Directors, at its sole discretion and having heard the opinion of the Appointment and Remuneration Committee, may decide that the Recipient receives, in lieu of the Shares due to them, a monetary amount defined by multiplying the number of Shares due by the value resulting from the arithmetic average of the daily closing prices of the Shares recorded during the 30 days prior to the date on which the Board of Directors approves the draft financial statements of Geox S.p.A. and the consolidated financial statements of the Group for the financial year ended 31 December 2029.

Notice of the allocation of the Shares will be given following the approval of Geox S.p.A.'s financial statements for

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the 2029 financial year by the Shareholders' Meeting. In fact, the Board of Directors will, within 5 calendar days of the aforementioned date, send a written notice to the Recipient, stating the number of Shares allocated (the Allocation Notice).

Within one month of the date of approval of the Geox S.p.A. financial statements for the 2029 financial year by the Shareholders' Meeting, the allocation of the Shares shall be carried out.

On 21 September 2026, the Board of Directors of Geox approved the Industrial Plan for the 2027-2029 period, which establishes the Cumulative Net Profit Target and the Cumulative Adjusted EBITDA Target for the 2027-2029 period, to which the Performance Targets are linked, and the 2029 NFP Target, to which the Financial Target is linked. The achievement of each of the three objectives set out above is assessed individually by the Board of Directors; the allocation of Shares is conditional upon the achievement of all three objectives collectively, as well as compliance with the Service Condition. The Plan Regulations do not provide for partial allocation mechanisms linked to intermediate achievement thresholds, nor do they provide for the application of the linear interpolation method.

Without prejudice to the provisions of paragraph 4.8 below, if the Service Condition is not fulfilled or if the Performance Targets and the Financial Target are not jointly achieved, the Recipient shall irrevocably and definitively forfeit the right to receive the Shares to which the Rights relate. The Rights shall therefore automatically expire and cease to have any effect. Accordingly, the Company shall be released from any obligation or liability to him/her in connection with the Plan, without any right of the Recipient to indemnity or compensation of any kind. The Rights assigned to a Recipient who has forfeited, in whole or in part, the right to exercise them may be reassigned to the person who will replace the latter Recipient as Chief Executive Officer.

2.2.1. More detailed information on the relevant plans as defined by art. 84-bis, paragraph 2, of the Issuers' Regulation.

Please refer to the above Paragraph 2.2.

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

The weight of the value of the Shares allocated is represented as a percentage of the Recipient's gross fixed remuneration, commensurate with the responsibilities associated with the role and the strategic importance of the individual.

The Appointment and Remuneration Committee shall propose to the BoD the number of Shares to which the Recipient is entitled.

The number of Rights to be allotted to the Recipient shall be determined by the BoD, at its sole discretion, taking into consideration the strategic importance of the Recipient, the significance of the role held in terms of the creation of new value, and the appropriateness of the proposed allocation criteria. The amount of the incentives granted shall also be determined taking into account the gross fixed remuneration received by the Recipient, as well as their individual development potential.

The Rights shall be granted to the Recipient by the Board of Directors, following consultation with the Appointment and Remuneration Committee.

2.3.1. More detailed information on the relevant plans as defined by art. 84-*bis*, paragraph 2, of the Issuers' Regulation.

The number of Rights to be assigned to the Recipient shall be defined considering the factors described in Paragraph 2.3 above, based on the Service Condition, Performance Targets and Financial Target.

2.4. Reasons for adopting compensation plans based on financial instruments not issued by the Issuer

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Not applicable.

2.5. Assessments concerning significant tax and accounting implications that influenced the definition of the Plan

There were no significant tax and accounting implications that influenced the definition of the Plan.

2.6. Possible support for the Plan by the Special Fund for encouraging employee participation in companies, referred to in Article 4(112), of Law No. 350 of 24 December 2003

The Plan does not receive support from the Special Fund for encouraging employee participation in companies, referred to in Law No. 350 of 24 December 2003.

3. APPROVAL PROCESS AND ALLOCATION TIMING OF INSTRUMENTS

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

On 13 October 2026, following the proposal made by the Appointment and Remuneration Committee on 12 October 2026, the Board of Directors resolved to submit the 2027-2029 Stock Grant Plan to the Shareholders' Meeting for approval, for the purpose of granting the Recipient Rights to receive a maximum of 4,667,851 Shares.

In addition to approving the 2027-2029 Plan, the Shareholders' Meeting will also be called upon to grant the Board of Directors all powers necessary or appropriate to implement the Plan, including, by way of example and without limitation, the power to approve the Plan regulations, determine the number of Rights to be granted to the Recipient, allocate the Shares to the Recipient, and perform any act, fulfil any requirement or formality, and make any communication that may be necessary or appropriate for the implementation and/or management of the 2027-2029 Plan.

3.2 Indication of the persons in charge of managing the plan and their role and powers

Responsibility for the implementation of the 2027-2029 Plan shall lie with the Board of Directors, which shall be entrusted by the Shareholders' Meeting with the management and implementation of the 2027-2029 Plan.

The Plan provides that the Board of Directors shall have all powers necessary or appropriate to implement the 2027-2029 Plan, including, in particular, the power to determine the number of Rights to be granted to the Recipient, allocate the Shares to the Recipient, and perform any act, fulfil any requirement or formality, and make any communication that may be necessary or appropriate for the implementation and/or management of the Plan itself. The Board of Directors may delegate its powers, duties and responsibilities relating to the execution and application of the Plan to one or more directors of the Company in office from time to time, who may exercise such powers jointly or severally, provided that any decision relating to and/or concerning the grant of Rights to the Chief Executive Officer (as well as any other decision relating to and/or concerning the management and/or implementation of the Plan with respect to the Chief Executive Officer) shall remain within the exclusive remit of the Board of Directors, with the Chief Executive Officer abstaining from voting.

The Appointment and Remuneration Committee has an advisory and proactive role in relation to the implementation of the Plan, in accordance with the Corporate Governance Code.

3.3. Existing procedures for the revision of the Plan including in respect of any modification to the basic objectives

In the event of exceptional circumstances, such as, but not limited to:

- Free share capital increase;

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- Paid share capital increase against payment by issuing Shares, shares of a category other than the Shares, stock warrants, convertible or non-convertible bonds with warrants;
- Grouping or splitting of Shares;
- Company mergers and demergers;
- Allocation of assets held in the Company's portfolio to Shareholders;
- Share capital reduction;
- extraordinary dividend distributions from the Company's reserves; and
- in the event of legislative or regulatory changes or other events likely to affect the Rights, the Shares, the Geox Group or the Plan,

the Company's Board of Directors shall be entitled to make any amendments and additions to the Plan's rules that it deems necessary or appropriate.

Such amendments and additions may concern, by way of example and without limitation, the number of Rights, the number of Shares, and the conditions to which the allocation of the Shares is subject.

Change of control or delisting

In the event of a direct or indirect change of control of the Company or in the event of delisting, the Recipient shall be entitled to the early allocation of the Shares. In such event, the Recipient shall be entitled to receive a number of Shares calculated pro *rata temporis* with respect to the period between: (i) the date of the Letter of Allocation (as the starting date) and (ii) the date of the change of control (as the end date), in derogation of the provisions of paragraph 2.2**Errore. L'origine riferimento non è stata trovata.**, without prejudice to the Service Condition and the achievement of the targets set out below:

a) Achievement of the Performance Target must be verified on the basis of the cumulative net profit target, relating to the period between the 2027 financial year – or the financial year in which the Rights were granted, if later – and the financial year preceding that in which the change of control took place;
b) Achievement of the other Performance Target must be verified on the basis of the cumulative Adjusted EBITDA target for the same period;
c) Achievement of the Financial Target must be assessed on the basis of the Group's net financial position (NFP) as at 31 December of the financial year preceding that in which the change of control took place.

The Shares must be transferred to the Recipient in advance, in accordance with the terms, *mutatis mutandis*, set out in paragraph 2.2. Residual Rights shall be deemed to have been definitively extinguished.

Notwithstanding the provisions of the preceding paragraph, the Recipient may in any case continue to participate in the Plan in accordance with the ordinary provisions, by submitting an express written request to the Company, subject to the terms and conditions set out in the regulations.

For the purposes of this paragraph, "control" shall have the meaning assigned to it under Article 2359, paragraph 1, of the Italian Civil Code.

3.4 Description of the methods for determining the availability and allocation of the financial instruments underlying the plans.

The maximum number of Rights to be granted to the Recipient for the implementation of the 2027-2029 Plan is 4,667,851 shares.

The 2027-2029 Plan will be implemented through the granting, free of charge, of rights to receive ordinary shares in Geox with no par value (hereinafter, the "Shares"). The rights of the Recipient may be satisfied also through the allocation of treasury shares that may be purchased and/or held by Geox.

3.5 The role of each Director in determining the characteristics of the aforementioned plans; existence of any situations of conflicts of interest involving the Directors concerned

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The characteristics of the 2027-2029 Plan, to be submitted for the approval of the Shareholders' Meeting pursuant to Article 114-bis of the TUF, were defined on 13 October 2026 by the Board of Directors, with the abstention of the Chief Executive Officer.

The resolutions of the Board of Directors were taken on the proposal of the Appointment and Remuneration Committee.

3.6 Date of the decision made by the body responsible for proposing the approval of the plans to the Shareholders' Meeting and any proposal of the Appointment and Remuneration Committee, pursuant to the provisions of Article 84-bis, paragraph 1

On the proposal of the Appointment and Remuneration Committee of 12 October 2026, on 13 October 2026, the Board of Directors resolved to propose the adoption of the 2027-2029 Plan to the Shareholders' Meeting.

On 13 October 2026, the Board of Directors approved the structure of the Plan with effect subject to the approval of the Plan itself by the Ordinary Shareholders' Meeting.

3.7 Date of the decision made by the body responsible for the allocation of instruments and the proposal to the aforementioned body by the Appointment and Remuneration Committee, pursuant to the provisions of Article 84-bis, paragraph 5, letter a)

If the Plan is approved by the Shareholders' Meeting, the Board of Directors will meet thereafter to resolve on the implementation of the Plan.

The information required to the latter regarding article 84-*bis*, paragraph 5 of the Issuers' Regulations is not currently available and will be provided in accordance with current legislation.

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

On 12 October 2026 (the date of the meeting of the Appointment and Remuneration Committee that examined the Plan to be proposed) the market price of the shares recorded on Euronext Milan was Euro 0,2600.

As of 13 October 2026 (the date of the resolution of the Board of Directors to propose the adoption of the Plan to the Ordinary Shareholders' Meeting of the Company), the market price of the shares recorded on Euronext Milan was Euro 0,267.

3.9 In the case of plans based on financial instruments traded on regulated markets, under which terms and in which manner the issuer shall take into account, when determining the timing of the allocation of the instruments in implementation of the schemes, the possible overlap in timing between: (i) such allocation or any decisions taken in this regard by the Appointment and Remuneration Committee, and (ii) the disclosure of any information deemed relevant pursuant to Article 114, par. 1; for example, where such information is: a. not already public and likely to have a positive effect on market prices, or b. already published and likely to have a negative effect on market prices.

The procedure for the allocation of rights is carried out in full compliance with the disclosure obligations incumbent upon the Company, to ensure transparency and equality of information to the market, and the Company's internal procedures.

It should be noted that no such safeguards were necessary, as the Shares will be allocated only at the end of the Plan, upon approval of the financial statements for the financial year ended 31 December 2029, and subject to fulfilment of the Service Condition and the joint achievement of the Performance Targets and the Financial Target. Consequently, any disclosure of inside information at the time of the allocation of the Rights would have no impact on the Recipient who, at that time, cannot transact using the shares, as the shares will be allocated and delivered subsequently to the allocation of the Rights.

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4. CHARACTERISTICS OF THE ALLOCATED INSTRUMENTS

4.1. Description of the forms based on which the 2027-2029 Plan is structured

The 2027-2029 Plan provides for the free allocation to the Recipient of Rights to receive shares, free-of-charge, subject to the fulfilment of the Service Condition, as well as the joint achievement of the Performance Targets and the Financial Target.

The Rights are personal, assigned free of charge, may not be transferred on any basis whatsoever, except for *mortis causa*, nor can they be pledged as collateral or, more generally, be the subject of agreements of any kind, including derivative contracts.

The maximum number of shares to be allocated to the Recipient is 4,667,851.

4.2. Period of actual implementation of the Plan including reference to any different cycles envisaged

The Plan does not provide for specific cycles of Rights allocation to the Recipient.

The allocation of Shares to the Recipient shall be subject to fulfilment of the Service Condition and the joint achievement of the Performance Targets and the Financial Target, as provided for in the Plan Regulations.

At the same meeting at which the Company's Board of Directors approves the draft financial statements of Geox S.p.A. and the draft consolidated financial statements of the Geox Group for the financial year ended 31 December 2029, the Board of Directors shall also verify compliance with the Service Condition and the joint achievement of the Performance Targets and the Financial Target and, based on the outcome of such verification, shall ascertain whether the Recipient's right to the allocation of the Shares due has vested.

The Board of Directors, at its sole discretion and having heard the opinion of the Appointment and Remuneration Committee, may decide that the Recipient receives, in lieu of the Shares due to them, a monetary amount defined by multiplying the number of Shares due by the value resulting from the arithmetic average of the daily closing prices of the Shares recorded during the 30 days prior to the date on which the Board of Directors approves the draft financial statements of Geox S.p.A. and the consolidated financial statements of the Group for the financial year ended 31 December 2029.

Notice of the allocation of Shares shall be given, following the approval of the Company's financial statements by the Shareholders' Meeting, within 5 calendar days of such approval, and written notice shall be given to the Recipient, specifying the number of Shares allocated.

Within one month of the date of approval of the Geox S.p.A. financial statements for the 2029 financial year by the Shareholders' Meeting, the allocation of the Shares shall be carried out.

The Shares assigned will be transferred, free of charge, to a securities deposit account in the name of the Recipient at a trust company that will operate under mandate of the Company. The Shares subject to the transfer restriction may be transferred to another credit institution or trust company only at the end of the Lock-Up Period (as defined below).

Without prejudice to the provisions of paragraph 4.8 below, if the Performance Targets and the Financial Target are not jointly achieved and/or the Service Condition is not fulfilled, the Rights shall be immediately and automatically extinguished, without the Recipient being entitled to any indemnity or compensation whatsoever.

4.3 Duration of the plan

Please refer to Section 4.2 above.

4.4 The maximum number of financial instruments, including in the form of options, granted in

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each fiscal year to specifically named individuals or specific categories of individuals

The 2027-2029 Plan provides for the free allocation of a maximum total of 4,667,851 Shares.

4.5. Procedures and clauses for the implementation of the 2027-2029 Plan, specifying whether the actual allocation of the instruments is subject to the fulfilment of conditions or the achievement of certain results, including performance results

The Appointment and Remuneration Committee shall propose to the Board of Directors the allocation criteria and the number of Rights to be granted to the Recipient. The allocation of the Rights and the number of Rights to be granted shall be determined by the Board of Directors, at its sole discretion, taking into consideration the strategic importance of the Recipient, the significance of the role held in terms of the creation of new value, and the appropriateness of the proposed allocation criteria.

The Recipient shall be allocated the Shares to which the Rights relate, provided that the Service Condition is fulfilled and the Performance Targets and the Financial Target are jointly achieved.

On 21 September 2026, the Board of Directors of Geox approved the Industrial Plan for the 2027-2029 period, which establishes the Cumulative Net Profit Target and the Cumulative Adjusted EBITDA Target for the 2027-2029 period, to which the Performance Targets are linked, and the 2029 NFP Target, to which the Financial Target is linked.

The achievement of each of the three objectives set out above (Cumulative Net Profit Target, Cumulative Adjusted EBITDA Target and 2029 NFP Target) is assessed individually by the Board of Directors; the allocation of Shares is conditional upon the simultaneous achievement of all three targets, as well as compliance with the Service Condition, without the application of partial allocation mechanisms linked to intermediate thresholds or the use of linear interpolation.

4.6 Indication of any restrictions on the availability of the instruments granted or on the instruments resulting from the exercise of the options, especially with regard to the time limit by which the subsequent transfer to the same company or to third parties is permitted or prohibited

The Rights are personal, are allocated free of charge, and can in no case be transferred, except for *mortis causa*, nor can they be pledged as collateral nor, more generally, be the subject of agreements of any kind, including derivative contracts.

50% of the Shares allocated to the Recipient shall be subject to a transfer restriction and, therefore, may not be transferred for a period of 12 months from the date of allocation of the Shares ("**Lock Up Period**"). The remaining 50% of the Shares, on the other hand, may be freely transferred, without any restriction, starting from the allocation date.

Should a Recipient transfer all or part of the shares subject to a non-transferability restriction during the Lock Up Period, he/she will be obliged to pay to the Company a penalty equal to 30% of the value of the shares at the date of the transfer.

4.7 Description of any termination clauses in relation to the allocation of the plans in the event that the Recipients pursue hedging transactions that allow them to neutralize any prohibitions on the sale of the financial instruments allocated to them, including in the form of options, or the sale of the financial instruments resulting from the exercise of such options

Not applicable, as no termination clauses apply in the event that the Recipient carries out hedging transactions.

4.8 Description of the effects of termination of employment

Below are the terms and conditions that will govern the relationship between Geox and the Recipient upon the occurrence of certain events leading to the termination of the Recipient's term of office as a director.

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In the event of the termination or cessation of the position as a result of:

(i) disability or incapacity on the part of the Recipient, such as to prevent them from continuing to hold office;
(ii) dismissal by the Company without just cause;
(iii) resignation from office for just cause;
(iv) the natural expiry of the term of office without it being renewed, or
(v) in the event of the Recipient's death

the latter, or eligible persons, shall be entitled to receive a number of Shares calculated *pro rata temporis*, in proportion to the period elapsing between (i) the date of the Allocation Letter (as the starting date) and (ii) the date of termination of the Company's Director mandate (as the end date), upon the collective achievement of the profitability and financial targets set out below, also in derogation of the provisions of paragraph 2.2:

a) achievement of the Performance Target referred to in paragraph 2.2. above shall be verified on the basis of the cumulative Net Profit target, relating to the period between the 2027 financial year – or the financial year in which the Rights were granted, if later – and the financial year preceding that in which the administrative mandate with the Company came to an end;

b) achievement of the Profitability Target must be verified on the basis of the cumulative Adjusted EBITDA target, relating to the period between the 2027 financial year – or the financial year in which the Rights were granted, if later – and the financial year preceding that in which the administrative mandate with the Company came to an end;

c) achievement of the Financial Target referred to in paragraph 2.2 shall be verified on the basis of the Group's net financial position (NFP) target as at 31 December of the financial year preceding that in which the administrative mandate with the Company came to an end.

The Shares must be transferred to the Recipient, or to his or her successors, in advance, in accordance with the terms, *mutatis mutandis*, set out in paragraph 2.2. Residual Rights shall be deemed to have been definitively extinguished.

4.9 Other reasons that may result in plans being cancelled

Without prejudice to the preceding paragraphs, no other cause for cancellation of the 2027-2029 Plan.

4.10 Reasons underlying any provision regarding the "redemption" by the company of the financial instruments covered by the plans, pursuant to Articles 2357 et seq. of the Italian Civil Code; the Recipients of the redemption, indicating whether it is intended only for particular categories of employees; the effects of termination of employment on said redemption

The 2027-2029 Plan does not include any clause pursuant to which the Company would redeem the shares.

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

No loans or other incentives are envisaged for the purchase of the shares as the shares are granted free of charge.

4.12 Indication of valuations of the expected expense for the company at the date of the relevant assignment, as determined on the basis of terms and conditions already defined, by total amount and in relation to each plan instrument

The expected expense for the Company consists of the fair value of the shares to service the Plan and will be exactly determined on the date the Rights are granted. Information on the overall cost of the Plan will be provided in accordance with the procedures set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulations.

4.13 Indication of any dilutive effects on capital caused by the incentive plans

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The maximum number of shares serving the Stock Grant 2027-2029 Plan (equal to 4,667,851) will represent a percentage equal to approximately 1.08% of the Company's current share capital as at the date of this Information Document (divided into 429,485,686 ordinary shares).

4.14 Any limits on the exercise of voting rights and the allocation of property rights

No limits are attached to the exercise of equity and voting rights in relation to the shares to be granted under the 2027-2029 Plan.

4.15 If the shares are not traded on regulated markets, any information useful for an accurate assessment of the value attributable to them.

Not applicable as the shares are listed on Euronext Milan.

4.16 – 4.23

Not applicable.

4.24 Share-based compensation plans

Other information Table 1 provided for by paragraph 4.24 of Schedule 7 of Annex 3A of the Issuers' Regulations, shall be provided according to the procedures described in art. 84-bis, paragraph 5, of the Issuers' Regulations.

Biadene di Montebelluna (TV), 13 October 2026

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