

Information Document

DRAFTED PURSUANT TO ART 114-BIS OF LGS.DECREE NO.58/1998 (TUF) AND ART 84-BIS CONSOB
REGULATION NO. 11971 OF 1999 AS SUBSEQUENTLY AMENDED (ISSUERS' REGULATION)

2024-2026 Performance Share Plan

Introduction

This Information Document, drafted pursuant to art. 84-bis (Annex 3 A, schedule no.7) of the Issuers' Regulation, has been prepared by Arnoldo Mondadori Editore S.p.A. in order to provide its Shareholders and the market with information on the proposed adoption of the 2024-2026 Performance Share Plan (the "**Plan**"), drawn up, with the advisory support of the Remuneration and Appointments Committee, by the Board of Directors of Arnoldo Mondadori Editore on 14 March 2024, which will be submitted pursuant to art.114-bis of the TUF for the approval of the ordinary Shareholders' Meeting convened on first call on 24 April 2024, in Segrate (MI), via Mondadori 1 and, if necessary, on second call on 26 April 2024 for the approval of the financial statements as at and for the year ended 31 December 2023.

The Plan provides for assignment to the Beneficiaries of rights to the allocation, free of charge, of Company Shares – held in portfolio or to be purchased as treasury shares pursuant to art. 2357 *et seq.* of the Italian Civil Code. – upon the achievement of predetermined three-year Performance Objectives.

The Plan is organised over a three-year cycle, covering the 2024-2025-2026 financial years. It applies to the management of Arnoldo Mondadori Editore S.p.A. and its subsidiaries – as defined below – and is to be considered "of particular significance" since the Beneficiaries also include the parties as per art. 84-bis, paragraph 2, of the Issuers' Regulation. Specifically, the Beneficiaries of the Plan, to be identified as detailed in section 1 below, include:

- i) the Chief Executive Officer of Arnoldo Mondadori Editore S.p.A.
- ii) the other executive members of the Board of Directors of Arnoldo Mondadori Editore S.p.A.
- iii) the Key Management Personnel and other senior executives of Arnoldo Mondadori Editore S.p.A. or of subsidiaries of Arnoldo Mondadori Editore S.p.A.

This Information Document is made available to the public at the registered office of Arnoldo Mondadori Editore S.p.A., on the 1Info authorised storage mechanism (www.1info.it), as well as in the "Governance" section of the Arnoldo Mondadori Editore website (www.gruppomondadori.it) as provided by current legislation.

Definitions

Below is a description of the meaning of some of the terms used in the information document:

Chief Executive Officer	The Chief Executive Officer of Arnoldo Mondadori Editore S.p.A.
Assignment	The assignment to the Beneficiaries of the Rights to the allocation of the Company's Shares on the basis of the conditions, methods and terms of implementation of the Plan, as provided in this Document
Allocation	The determination of the Shares constituting the Bonus at the end of the Vesting Period based on the degree of achievement of the Performance Objectives
Payment	The actual delivery of the Shares due as a result of the Allocation
Share	Ordinary share issued by Arnoldo Mondadori Editore S.p.A., listed on

Arnoldo Mondadori Editore S.p.A.

Registered office: Milan, Via Gian Battista Vico 42

Share capital € 67,979,168.40 fully paid-up

Milan - Monza - Brianza - Lodi Companies Register and tax code no. 07012130584 – VAT no. 08386600152

	the electronic stock exchange of Borsa Italiana S.p.A., ISIN code IT0001469383
Rights or Assigned Rights or Bonus	The number of Rights to the allocation of the Company's Shares assigned to the Beneficiaries that may be effectively exercised after the Allocation date according to pre-established performance and retention conditions defined in the Regulation
Accrued Shares or Allocated Shares	The actual number of Shares accrued by the Beneficiaries at the end of the pre-established period (Vesting Period) determined in relation to the performance levels achieved under the terms and conditions of the Plan, that could actually be paid subject to approval of the Financial Statements by the Shareholders' Meeting
Beneficiaries / Recipients	The recipients of the Plan
Plan Cycle	The three-year performance cycle on which the Plan is based covering the financial years 2024-2025-2026
Board of Directors or Board	The Board of Directors of Arnoldo Mondadori Editore S.p.A.
Remuneration & Appointments	The Remuneration & Appointments Committee of Arnoldo Mondadori Editore S.p.A., consisting exclusively of Non-executive Directors, the majority of whom are Independent, whose composition, appointment, duties and operating procedures are governed by a specific Regulation approved by the Board of Directors and whose purpose is to make proposals and provide advice on remuneration matters
Key Management Personnel	Pursuant to art. 65, paragraph 1, <i>quater</i> of the Issuers' Regulation, the managers of Arnoldo Mondadori Editore S.p.A. who have the power and responsibility, directly and indirectly, for the planning, management and control of Arnoldo Mondadori Editore S.p.A.
Assignment Date	The date on which the identification of the Beneficiaries and the Assignment of Rights to each of them takes place
Allocation Date	The date on which the Board resolves to allocate the Shares to the Beneficiaries based on achievement of the Performance Objectives
Payment Date	The date on which the allocated shares are actually transferred to the Beneficiary
Group	Mondadori and its Subsidiaries pursuant to art. 2359 of the Italian Civil Code.
ESG Index	Indicator, included in the Performance Objectives, consisting of two macro indicators: <ul style="list-style-type: none">- Impact Inclusion Index for 80%- Environmental Sustainability Index for 20% The Impact Inclusion Index is an ESG metric linked to the achievement of specific strategic Diversity & Inclusion objectives. The Environmental Sustainability Index is based on the ecological transition of the Group's locations (including sales outlets) throughout the country to forms of energy supply from renewable sources
Letter of Assignment	The written notice sent to the Beneficiary pursuant to the Regulation, informing them of participation in the Plan, the amount of the Bonus and the related terms and conditions
Mondadori or Company	Arnoldo Mondadori Editore S.p.A. (with registered office in Via G.B. Vico 42, Milan)
Performance Objectives	The objectives of the Plan, the level of achievement of which determines the number of Shares to be allocated to each Beneficiary at the end of the Vesting Period. The economic and financial objectives are defined with reference to Mondadori's 2024-2026 Three-Year Plan, approved by the Board of Directors, and to the performance of the TSR in the same three-year period
Vesting period	Period from the time the Rights are assigned through the Letter of Assignment until the approval by the Board of Directors of the

	consolidated financial statements and draft financial statements for the last financial year covered by the Plan
Performance Period	The three-year period (from 01/01/2024 to 31/12/2026) against which the achievement of the Performance Objectives is measured
Lock-up Period or Lock-up	Period in which part of the allocated Shares may not be transferred by the Beneficiary, nor be subject to restrictions or the subject of other acts of disposal <i>inter vivos</i> for any reason whatsoever
Plan	The Company's Performance Share Plan, which entitles Beneficiaries to receive Company Shares free of charge upon achievement of predetermined Performance Objectives
Relationship	Indicates the employment or directorship relationship between the Beneficiary and the Group
Regulation	The document, approved by the Board of Directors, governing the terms and conditions and procedures of operation of the Plan.
Subsidiaries	Companies controlled by Arnoldo Mondadori Editore S.p.A. pursuant to art. 2359 of the Italian Civil Code.
Total Shareholder Return (TSR)	Rate of return for shareholders calculated, within the three-year reference period, as the difference in value between the share price at the beginning and at the end of the performance period and considering the value of the dividends distributed in the same period, compared with the performance of the FTSE-MID Cap index

1. **Beneficiaries**

1.1 Indication of the names of the recipients who are members of the Board of Directors of the issuer, of parent companies and of direct or indirect subsidiaries.

The Plan's Beneficiaries include the Chief Executive Officer Antonio Porro and the CFO-Executive Director, Alessandro Franzosi.

Participation in the 2024-2026 Plan does not, however, imply an obligation on the part of the Company to include the same Beneficiaries in any subsequent plans.

If among the Beneficiaries pursuant to point 1.2 below there are persons for whom identification by name is required, pursuant to current regulatory provisions, also in relation to any positions of Director held in subsidiaries, the Company shall provide the market with the related information, when making the communications provided for by art. 84-*bis*, paragraph 5 of the Issuers' Regulation.

1.2 Categories of employees or collaborators of the issuer and the parent or subsidiary companies of the issuer

The Plan addresses Key Management Personnel and other Group senior executives identified on a name basis. The basic eligibility criterion for identification as a Beneficiary of the Plan is to hold a position with a material impact on the achievement of the Company's results.

After approval of the Plan by the Shareholders' Meeting, the Beneficiaries as per this point 1.2 will be identified on a name basis by the Chief Executive Officer, as authorised by the Board of Directors.

Participation does not result in any obligation to identify the same Beneficiary in any subsequent plans.

It should be noted that some of the potential Beneficiaries of the Plan could be members of the Board of Directors of subsidiaries of the Company pursuant to art. 2359 of the Italian Civil Code, it being

understood that the identification of such Beneficiaries would take place exclusively with specific reference to the role of Key Management Personnel or Group senior executives.

1.3 Indication of the names of the beneficiaries of the plan in the following groups:

a) General managers of the issuer of financial instruments:

Not Applicable.

b) other Key Managers of the issuer of financial instruments that is not "of smaller dimensions", pursuant to art. 3, paragraph 1, head f) of Regulation no. 17221 of 12 March 2010, if, during the financial year, they received total remuneration (obtained by summing monetary remuneration and remuneration based on financial instruments) higher than the highest total remuneration attributed to the members of the Board of Directors, or the Management Board and to the General Managers of the issuer of financial instruments

Not Applicable.

During the year, none of the Group's Key Managers received total remuneration higher than the highest total remuneration attributed to the members of the Board of Directors of Arnoldo Mondadori Editore S.p.A.

c) natural persons controlling the share issuer, who are employees or who collaborate with the share issuer

Not Applicable.

1.4 Description and numerical indication, broken down by category:

a) of Key Managers other than those indicated in paragraph 1.3 (b):

The Company currently has six Key Managers, excluding Executive Directors.

b) in the case of companies "of smaller dimensions", pursuant to art. 3, paragraph 1, head f) of Regulation no. 17221 of 12 March 2010, the aggregate indication of all Key Managers of the issuer of financial instruments:

Not Applicable.

c) of any other categories of employees or collaborators for whom differentiated characteristics of the Plan have been envisaged

Not Applicable.

2 Rationale for the Plan

2.1 Objectives to be achieved through the allocation of the Plan

In adopting the Plan, the Company aims to incentivise management to improve its performance, from a perspective of medium/long-term sustainability, with reference to both industrial performance levels and the growth of the Company's value.

Specifically, the Plan aims to pursue the following objectives:

- a) to create a stronger link between the creation of value in the medium and long term and the remuneration of management;
- b) to foster a fair and non-discriminatory remuneration system that is consistent with the levels of responsibility;
- c) to sustain the growth of Mondadori, identifying a tool that reflects the growth of the sustainable value of the Company;
- d) to motivate and retain the Plan Beneficiaries by supporting the common goal of growing value and consolidating the alignment of the interests of the Beneficiaries with those of the Shareholders over a medium/long-term time horizon.

Each Beneficiary will be assigned a number of Rights, established on the basis of the levels of fixed and annual variable remuneration received, so as to define an overall remuneration package that is consistent and balanced in its various components and in the instruments used (cash/equity), in line with the best market practices, taking into account the role of each Beneficiary.

The Plan covers a time horizon of 3 years, a period considered consistent with the Plan's objective of measuring the growth of the Group's value in the medium/long term.

2.2 Key variables, including performance indicators, considered for the purposes of assigning share-based plans

Through the Letter of Assignment, Beneficiaries receive the right to participate in the Plan. Accrual of the Bonus presupposes, in addition to achievement of the specific Performance Objectives – relating to the 2024-2026 Three-Year Plan approved by the Board of Directors and to the TSR – the constancy of the Relationship and the effective performance of work until the Allocation date following the approval of the draft financial statements and the consolidated financial statements for financial year 2025 by the Board of Directors (end of the Vesting Period). The actual payment of the Bonus will take place within 90 days of approval of the 2026 financial statements by the Shareholders' Meeting.

The Performance Objectives to which accrual of the Bonus is subject are represented by:

- i) Total Shareholder Return (TSR) with respect to the companies listed in the FTSE MID Cap index, with a weighting of 15%;
- ii) Cumulative EBITDA for the three-year period, with a weighting of 20%;
- iii) Cumulative Net Profit for the three-year period, with a weighting of 25%;
- iv) Cumulative Ordinary Cash Flow for the three-year period, with a weighting of 25%;
- v) ESG Index, with a weighting of 15% Minimum, target and maximum result levels have been set for each of the above performance conditions. On attainment of the minimum result level (equal to 90%) for EBITDA, Net Profit, TSR and Ordinary Cash Flow, the number of shares allocated will equal 50% of the target number of assigned Rights. On attainment of the target performance level (equal to 100%), 100% of the bonus will vest, whereas if the maximum level is met (equal to 120%), the Beneficiaries will be entitled to 120% of the target number of assigned Rights.

TSR is defined in relation to the FTSE MID Cap index, with performance measured throughout the Plan Performance Period.

Since the ESG Index comprises four independent areas of action measured individually on a prior basis, it may have a result indicator value ranging from 0% to 120%, with allocation of a corresponding number of shares. The table below describes the areas mentioned with their objectives, metrics and targets.

Area	Objective	Metrics	Index	Target
Program completion	<i>Gender Equality Certification</i>	<i>Certification</i>	40	Main Audits passed and Annual Surveillance
Equal opportunities	Increase in women in managerial positions	% women executives	20	% equal to or above 35%
Pay equity	Reduction of pay gap for managerial positions	Pay gap on comparable positions for junior and senior managers	20	3% improvement compared to the targets set in the 2023-2025 Plan
Environmental Sustainability	Transition of Italian locations to sustainable forms of energy supply	% of locations transitioned	20	Transition of 90% of locations
			100	

The number of Shares to be allocated to Beneficiaries is determined by the level of achievement of the Performance Objectives described above.

With the advisory support of the Remuneration & Appointments Committee, the Board of Directors sets the Performance Objectives and, in the presence of extraordinary and/or unforeseen situations, extraordinary transactions or legislative or regulatory changes that could have a material impact on the Performance Objectives, the Bonus, the results and/or the scope of Group operations, may, subject to consultation with the Committee, make changes to conserve the material and economic content of the Plan. These situations and circumstances, specifically identified in the Regulation, include but are not limited to transactions such as mergers, demergers, acquisitions, sales, spin-offs, impairment, accounting criteria uniformity or natural or exogenous events that could render the Plan no longer meaningful.

2.3 Elements underlying determination of the amount of share-based remuneration, or the criteria for its determination

Under the Plan, the Beneficiaries are divided into groups according to their position and the corresponding impact on company results. The Plan envisages that the Beneficiaries are assigned a Target Bonus, consisting of Rights to receive Company shares free of charge, which is individually defined according to position and market benchmarks, and will be allocated upon the occurrence of the performance conditions illustrated in point 2.2 above.

The characteristics of the Plan, including the Performance Objectives and the amount of the Bonuses, have been defined in continuity with the previous cycles, since they are still consistent with the Group's strategic priorities.

2.4 Reasons for any decision to allocate remuneration plans based on financial instruments not issued by the issuer

Not Applicable.

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

The structure of the Plan was not affected by applicable tax laws or accounting implications.

2.6 Any support from the special Fund for the incentivisation of worker participation in companies, pursuant to art. 4, paragraph 112, of Law no. 350 of 24 December 2003

Not Applicable.

3 Approval process and timing of share assignment

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

On 14 March 2024, with the abstention of the Chief Executive Officer and the CFO-Executive Director, the Board of Directors of the Company approved the Plan, at the proposal of the Remuneration & Appointments Committee, and resolved to submit it to the Shareholders' Meeting for approval pursuant to art. 114-*bis* of the TUF.

Following approval of the Plan by the Shareholders' Meeting and the resolution concerning the financial instruments to be used for its implementation, the Board of Directors, exercising the powers granted by the Shareholders' Meeting, may implement the Plan by resolving upon i) assignment of the Rights in favour of the Chief Executive Officer and of the CFO-Executive Director; ii) delegation of powers to the Chief Executive Officer for identification of the Beneficiaries who are not members of the Board of Directors and the related number of Rights to be assigned to the Beneficiaries; iii) also by means of delegation, any other term and condition for implementation of the Plan, including the procedures for acquiring the financial instruments to service the Plan, to the extent that this does not conflict with the provisions of the Shareholders' Meeting.

3.2 Indication of parties charged with administering the Plan and their function and responsibility

The Board of Directors is responsible for the implementation of the Plan, with the preliminary and advisory support of the Remuneration & Appointments Committee, and has the power to delegate the operational management of the Plan to the Chief Executive Officer, with the right to sub-delegate, within the limits of the Plan's implementation Regulation, on the basis of the preliminary and/or advisory activity carried out by the Remuneration & Appointments Committee and without prejudice to the fact that any decision related and/or pertaining to the assignment and implementation of the Plan for the Chief Executive Officer and the Executive Director-CFO as Beneficiaries remains the exclusive responsibility of the Board of Directors.

3.3 Any procedures in place for reviewing plans, also in relation to any changes in the baseline objectives

Without prejudice to the responsibility of the Shareholders' Meeting in the cases provided for by law, the Board of Directors, having heard the opinion of the Remuneration & Appointments Committee, is the body responsible for making any changes to the Plan and to the Regulation.

In the presence of extraordinary and/or unforeseen situations, extraordinary transactions, legislative and regulatory changes that could have a material impact on the Performance Objectives, results and/or the scope of Group operations, the Board of Directors may, subject to consultation with the Committee, make changes to conserve the material and economic content of the Plan. These situations and circumstances, specifically identified in the Plan Regulation, include but are not limited to transactions such as mergers, demergers, acquisitions, sales, spin-offs, impairment, accounting criteria uniformity or natural or exogenous events that could render the Plan no longer meaningful.

3.4 Description of the procedures for determining the availability and assignment of the financial instruments on which the Plan is based

The Plan provides for the Allocation of Shares, free of charge, in a variable number in relation to the individual Assignment and the degree of achievement of the Plan's Performance Objectives. These Shares will consist of Shares already issued, to be purchased or already held by the Company as treasury shares pursuant to art. 2357 *et seq.* of the Italian Civil Code.

In this regard, on 14 March 2024 the Board of Directors resolved to submit the proposal to authorise the purchase and disposal of treasury Shares to service the Plan to the Shareholders' Meeting.

3.5 The role of each director in determining the characteristics of the Plan and any occurrence of situations of conflict of interest for the directors concerned

In line with the Principles and Recommendations of the Corporate Governance Code adopted by the Company, the conditions of the Plan were defined at the proposal of the Remuneration & Appointments Committee, exclusively composed of non-executive Directors, the majority of whom are Independent. The proposal to submit the Plan to the Shareholders' Meeting, pursuant to art. 114-*bis* of the TUF, was then approved by the Board of Directors, with the abstention of the CEO and the Executive Director-CFO, on 14 March 2024, subject to the favourable opinion of the Board of Statutory Auditors pursuant to art. 2389, paragraph 3, of the Italian Civil Code, in the terms indicated in said provision.

3.6 Date of the decision taken by the body responsible for proposing the approval of the plan to the shareholders' meeting and of any proposal of the remuneration committee

The Board of Directors, upon a proposal formulated by the Remuneration and Appointments Committee on 29 February 2024, resolved on 14 March 2024 to submit the Plan to the Shareholders' Meeting for approval pursuant to art. 114-*bis* of the TUF.

3.7 Date of the decision taken by the body responsible for assigning the instruments and proposal to said body formulated by any remuneration committee

Pursuant to art. 114-*bis* of the TUF, the adoption of the Plan will be submitted for the approval of the Shareholders' Meeting called for 24 April 2024, on first call and, if necessary, on 26 April 2024 on second call. Following the Shareholders' Meeting, subject to the approval of the Plan, the Board of Directors, with the preliminary and advisory support of the Remuneration & Appointments Committee, will adopt the resolutions relating to the assignment of the Rights in compliance with the terms and conditions set out in the Regulation. Resolutions relating to the assignment of the Rights will be disclosed to the public in accordance with applicable regulatory provisions.

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

Official Mondadori share price on 29 February 2024 (date of approval by the Remuneration & Appointments Committee of the proposal to the Board of Directors regarding adoption of the Plan): € 2.140.

Official price of Mondadori shares on 14 March 2024 (date of approval by the Board of Directors of the proposal to be submitted to the Shareholders' Meeting): € 2.160.

3.9 For plans based on financial instruments traded on regulated markets, when establishing the timing of assignment of the financial instruments for implementation of the plans, how does the issuer take into account the possible simultaneity between: i) said assignment or any decision taken in this regard by the remuneration committee, and ii) the disclosure of any relevant information pursuant to art. 114, paragraph 1 of the TUF; for example, in the event that this information is: a) not already public and capable of positively influencing the market prices, or b) already published and capable of negatively influencing the market prices.

Any simultaneity between the disclosure of insider information and the Assignment of the Rights or the proposals defined in this regard by the Appointments & Remuneration Committee would have no impact on the Beneficiaries, since they will accrue the right to Allocation of the Shares only after a three-year Vesting Period and subject to achievement of the Performance Objectives.

In any event, in order to further limit the possibility of the disclosure of insider information as defined by art. 114, paragraph 1 of the TUF, coinciding or otherwise interfering with the assignment of the Rights, the Board of Directors will ensure that it does not take decisions during corporate transactions or other events that might significantly affect the price of the Shares or in conjunction with such events.

4. Characteristics of the allocated instruments

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

The Plan consists of the Assignment of rights to receive a Bonus, consisting of Company Shares, upon the achievement of specific and pre-determined Performance Objectives measured at the end of a three-year Performance Period.

4.2 Indication of the period of actual implementation of the Plan with reference also to any planned cycles

The Plan envisages a single cycle structured as follows:

- implementation period between 2024 (Assignment of rights) and 2026 (end of the Vesting Period). The Shares may be allocated in 2027 based on the degree to which the Performance Objectives have been achieved.

20% of the Shares Allocated to each Beneficiary are subject to a Lock-up Period for a total of 24 months as specified in paragraph 4.6 below.

4.3 End of the Plan

The Plan will end in 2027 with the possible allocation of Shares.

4.4 Maximum number of financial instruments assigned in each financial year with respect to the individuals identified by name or the categories indicated

The Board of Directors has established the maximum number of Shares to service the Plan to be 1,018,196, calculated on the basis of the average share price of the last three months prior to the date of the Board of Directors' resolution on the proposal to adopt the Plan (15/12/2023 – 14/03/2024), which was € 2.198.

If, at the time of the Share Allocation, the Company should not have a sufficient number of treasury Shares available to service the Plan, the actual payment of the Bonus may be made – in whole or in part – in cash. The actual amount of the Bonus will be determined according to the number of Shares to which each of the Beneficiaries would have been entitled under the mechanisms of the Plan Regulation and the average Share price in the 30 days prior to the Payment Date.

4.5 Plan implementation procedures and clauses, specifying whether the actual allocation of the instruments is subject to the occurrence of conditions or the achievement of certain results, including performance results; description of such conditions and results

The Performance Objectives to which accrual of the Bonus is subject are represented by:

- i) Total Shareholder Return (TSR) with respect to the companies listed in the FTSE MID Cap index, with a weighting of 15%;
- ii) Cumulative EBITDA for the three-year period, with a weighting of 20%;
- iii) Cumulative Net Profit for the three-year period, with a weighting of 25%;
- iv) Cumulative Ordinary Cash Flow for the three-year period, with a weighting of 25%;
- v) ESG Index, with a weighting of 15%.

Minimum, target and maximum result levels have been set for each of the above performance conditions. On attainment of the minimum result level (90%) for EBITDA, Net Profit, TSR and Ordinary Cash Flow, the number of Shares allocated will equal 50% of the target number of assigned Rights. On attainment of the target performance level, 100% of the bonus will be applied, whereas if the maximum level is met (120%), the beneficiaries will be entitled to 120% of the target number of assigned Rights.

TSR is defined in relation to the FTSE MID Cap index, with performance measured throughout the Plan Performance Period.

Since the *ESG Index* comprises four independent areas of action measured individually on a prior basis, it may have a result indicator value ranging from 0% to 120%, with allocation of a corresponding number of shares.

The number of Shares to be allocated on attainment of the Performance Objectives will be rounded up to the next highest whole unit.

In the presence of extraordinary and/or unforeseen situations, extraordinary transactions, legislative and regulatory changes that could have a material impact on the Performance Objectives, results

and/or the scope of Group operations, the Board of Directors may, subject to consultation with the Committee, make changes to conserve the material and economic content of the Plan. These situations and circumstances, specifically identified in the Plan Regulation, include but are not limited to transactions such as mergers, demergers, acquisitions, sales, spin-offs, impairment, accounting criteria uniformity or natural or exogenous events that could render the Plan no longer meaningful.

Finally, the Plan provides for the adoption of claw-back clauses under which reimbursement of the countervalue of the Shares already paid may be requested, or the countervalue may be withheld from the amounts due to the Beneficiaries, if the accrual of such Shares took place on the basis of data that subsequently proved to be manifestly erroneous, or if the Shares prove not to be due to persons responsible for the fraudulent alteration of data in order to achieve the related objectives, or who have achieved the objectives by violating laws and regulations, the Code of Ethics or company rules, without prejudice to any action permitted by law to protect the interests of the Company.

4.6 Indication of any restrictions on the availability of the instruments allocated or on the instruments resulting from exercise of subscription rights, with particular reference to the terms within which the subsequent transfer to the company itself or to third parties is permitted or prohibited

20% of the Shares Allocated to each Beneficiary are subject to a Lock-up Period for a total of 24 months, structured as follows:

- (i) 10% of the Allocated Shares subject to a lock-up period of 12 months from the Payment Date;
- (ii) 10% of the Allocated Shares subject to a lock-up period of 24 months from the Payment Date.

Shares subject to Lock-up may not be transferred nor be subject to restrictions nor be the subject of other acts of disposal *inter vivos* for any reason whatsoever. In the event of termination of the relationship with the Company, the lock-up restriction remains in place until the time period as per the Regulation has passed in full.

4.7 Description of any termination conditions in relation to the allocation of the plans in the event that the beneficiaries carry out hedging transactions that make it possible to neutralise any prohibitions on the sale of the financial instruments assigned, also in the form of subscription rights, or of the financial instruments resulting from the exercise of such rights

The Beneficiaries are prohibited – on pain of forfeiture of the right to receive the Shares – from carrying out hedging transactions that alter or affect the risk alignment inherent in the incentive mechanisms based on financial instruments.

4.8 Description of the effects determined by termination of the Relationship

Termination of the Relationship during the Vesting Period and up to the time of actual allocation of the Bonus will result in the loss of the rights assigned under the Plan except in good-leaver cases.

The term good leaver refers to cases where the Relationship is terminated due to:

- a) total and permanent invalidity of the Beneficiary;
- b) death of the Beneficiary;
- c) retirement of the Beneficiary;

- d) resignation or termination of the Relationship at the initiative of the Beneficiary for just cause, provided that such just cause is not disputed by the Company;
- e) non-renewal of the mandate for Beneficiaries who are exclusively directors.

In the event of termination of the Relationship during the Vesting Period for good-leaver-related reasons, the Beneficiary retains the right to receive the Bonus, for an amount determined on a *pro-rata temporis* basis at the date of cessation of the Relationship, without prejudice to attainment of the performance objectives as per art. 4.5 considered over the normal three-year performance period envisaged by the Plan. The bonus actually accrued will be computed and assigned in accordance with this Regulation. The Board of Directors has the power to consider more favourable conditions.

In the event of agreements for consensual termination of the Relationship, the Chief Executive Officer, has the power, other than for him/herself and the CFO-Chief Executive Officer or other Executives with a Directorship, to make different determinations with respect to the provisions set forth in this article, defining on a lump-sum basis and at his/her sole discretion the amounts due in lieu of the Bonus, also through the identification of minimum and maximum infra-periodic results for the Performance Objectives, in order to permit an adequate assessment of the degree of achievement of the Performance Objectives.

In the event of transfer of the Relationship between Group companies, as well as in the event of termination of the Relationship with the Group and the simultaneous formation of a new relationship with the Group, the Beneficiary shall retain the rights deriving from the Plan in accordance with the provisions of this Regulation.

In the event of a change of control of the Subsidiary to which the Beneficiary's Relationship refers, the provisions set forth for the good-leaver case described above or any better treatment shall apply at the sole discretion of the Board of Directors, or of the Chief Executive Officer delegated by the same, after consultation with the Committee regarding the criteria used.

In addition to the cases envisaged by the applicable legal provisions, a change of control also includes the sale, transfer or other act of disposal concerning all or part of the assets to one or more third parties that are not, immediately after the completion of such operations, subsidiaries of Arnoldo Mondadori Editore S.p.A.

4.9 Indication of any causes for cancellation of plans

In the event that, as a result of changes in such rules or regulations or changes in the interpretation or application thereof, implementation of the Plan results in the Company or the Beneficiaries incurring substantially higher taxes, higher pension costs, or charges of any other nature, the Board of Directors, in consultation with the Committee, shall have the right to unilaterally amend the terms of the Plan Regulation, including the right to cancel the Plan or terminate the Plan, giving adequate notice to the Beneficiaries.

4.10 Reasons for the possible provision of a "redemption" by the Company of the financial instruments referenced by the plans pursuant to art. 2357 *et seq.* of the Italian Civil Code; the Beneficiaries of the redemption, indicating whether it is intended only for certain categories of employees; the effects of the termination of employment on said redemption

Not Applicable.

4.11 Any loans or facilities that are intended to be granted with the purchase of shares pursuant to Art. 2358

of the Italian Civil Code.

Not Applicable.

4.12 Indication of the assessments of the expected cost for the Company at the date of the related assignment, as determinable on the basis of the terms and conditions already defined, by total amount and in relation to each instrument of the plan

At present, on the basis of the terms and conditions already defined, the maximum number of Shares that may be allocated on achievement of the maximum level of results of the Performance Objectives is expected to be 1,018,196 Shares.

At the date of this document, the expected overall cost of the Plan cannot be determined with a sufficient degree of accuracy, since it is also affected by factors that cannot be foreseen; the administrative costs of managing the Plan are to be considered insignificant.

4.13 Indication of any dilutive effects on the capital resulting from the remuneration plans

As indicated in point 3.4 above, the Shares servicing the Plan will consist exclusively of Shares already issued, to be purchased or already held by the Company as treasury shares pursuant to art. 2357 *et seq.* of the Italian Civil Code. Consequently, there is no dilutive effect on the capital determined by the Plan.

4.14 Any limitations on the exercise of voting rights and on the allocation of equity rights

The Allocated Shares will have regular dividend entitlement, since there are no limitations on the exercise of equity or administrative rights, with specific reference to the associated voting rights.

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

Not Applicable.

4.16 – 4.23

Not applicable since these are not stock options.

4.24 Share issuers shall attach table 1 to the information document:

The Company will provide the market with table 1, when informing the public of the resolutions of the Board of Directors concerning implementation of the Plan, as provided for by art. 84-*bis*, paragraph 5 of the Issuers' Regulation.