



**GRUPPO
ORSERO**

INFORMATION DOCUMENT ON THE 2020-2022 MONETARY INCENTIVE PLAN ALSO BASED ON FINANCIAL INSTRUMENTS OF ORSERO S.P.A.

Drawn up in accordance with Art. 84-bis of Consob Regulation no. 11971/1999 as amended and supplemented and in compliance with Schedule 7 of Annex 3A of the aforementioned Regulation

Updated on April 9, 2020

Registered office at Via Gaudenzio Fantoli, 6/15, 20138 Milan
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Share capital **Euro 69,163,340.00**

Milan-Monza-Brianza-Lodi Register of Companies no. 09160710969

Issuer's identification code (LEI) 8156001895E0F4E7A803

VAT number 09160710969

Introduction

This Information Document, drawn up pursuant to Art. 84-bis of the Issuers' Regulation and in accordance with the guidelines contained in Schedule 7 of Annex 3A of said Issuers' Regulation, regards the incentive plan of Orsero S.p.A. ("**Orsero**" or the "**Company**"), referred to as the *"2020-2022 Monetary Incentive Plan also based on financial instruments of Orsero S.p.A."* (the "**Plan**").

In this regard, please recall that:

- (i) in the context of listing the Company's ordinary shares on the Telematic Stock Market organized and managed by Borsa Italiana S.p.A. ("**MTA**"), STAR segment, as indicated herein, the Shareholders' Meeting held on October 25, 2019 approved the guidelines of the Plan (the "**Guidelines**"), with effectiveness subject to and starting from the date of said listing (the description of which is provided in the Directors' Reports on the items in the agenda for the aforementioned Shareholders' Meeting). Said resolution was made upon proposal by the Board of Directors on September 30, 2019, after consulting with the Company's Remuneration Committee in office at the time (also as Related Parties Transactions Committee, pursuant to the *"Procedure for transactions with related parties"* of the Company) of September 27, 2019. The same Shareholders' Meeting also granted the Board of Directors powers to approve the relative regulations and implement the Plan; and
- (ii) in accordance with the provisions of the Guidelines and in implementation of the Shareholders' Meeting resolutions, the Board of Directors meeting held on March 11, 2020 approved, upon favorable opinion by the Remuneration and Appointments Committee, the regulations of the Plan (the "**Regulations**") and approved their implementation.

Moreover, recall that, from December 23, 2019, the Company's Shares have been traded on the STAR segment of the MTA.

The Plan is aimed at providing a monetary economic incentive, established as a percentage of the Annual Fixed Fee (as defined herein), related to the achievement of certain performance objectives, including a parameter linked to the price of Orsero shares. This incentive is therefore not based on physical delivery of the underlying financial instruments, but exclusively on the payment of a cash premium also based on an indicator tied to performance of Orsero stock during the reference period (so-called Total Shareholder Return).

The Plan is to be considered as "particularly important" pursuant to Art. 114-bis, paragraph 3, of the Consolidated Law on Finance (TUF) and Art. 84-bis, paragraph 2 of the Issuers' Regulation, as it also envisages the Company's directors among its recipients.

On occasion of presentation to the Shareholders' Meeting of October 25, 2019 of the proposal to adopt the Guidelines (as recalled above), the Company's Board of Directors prepared and published, on October 9, 2019, an information document containing the description of the Guidelines, drawn up in accordance with Art. 84-bis of Consob Regulation no. 11971/1999 as amended and supplemented, and Schedule 7 of Annex 3A of said Regulation.

According to the provisions of the applicable law and in consideration of (i) approval of the Guidelines by the Shareholders' Meeting, (ii) approval of the Regulations by the Company's Board of Directors and (iii) the decisions made by said Board with regard to identification of the Beneficiaries of the Plan with relative assignment to said Beneficiaries of the potential rights to receive the monetary incentive established by the Plan, all in accordance with and pursuant to the provision of the Plan and the Regulations, this information document (the "**Information Document**") contains the updates of the Plan, in accordance with the content of the resolutions made, up to the date of the Information Document, by the aforementioned Shareholders' Meeting and by the persons and bodies responsible for implementation of the Plan.

The Information Document is available to the public at the website www.orserogroup.com, "Investors/Shareholders' Meeting" section, as well as at the Company's registered office.

Definitions

In addition to the definitions contained in the recitals of this Information Document and in the body of the text, the following definitions were used.

"ASSIGNMENT"	Refers to the potential right to receive the monetary incentive under the Plan upon fulfillment of the conditions, as well as the relative methods and terms envisaged.
"SHAREHOLDERS' MEETING"	Refers to the Company's Shareholders' Meeting.
"SHARES"	Refers to the ordinary shares of Orsero.
"BENEFICIARIES"	Refers to the beneficiaries of the Plan as identified from among the Recipients by the Board of Directors (as defined herein), indicated in the Information Document.
"BORSA ITALIANA"	Refers to Borsa Italiana S.p.A., with headquarters in Milan, Piazza degli Affari, 6.
"CORPORATE GOVERNANCE CODE"	Refers to the Corporate Governance Code of the Corporate Governance Committee of Borsa Italiana S.p.A., for listed companies.
"REMUNERATION AND APPOINTMENTS COMMITTEE"	Refers to the Company's Remuneration and Appointments Committee in office since the launch of trading of the Shares on the MTA, STAR segment and as at the date of the Information Document, which performs, among other things, propositional and consultative duties in relation to the Plan, in accordance with the guidelines of the Corporate Governance Code.

"ANNUAL FIXED FEE"	Refers to the total fixed annual gross fee or remuneration (depending on the case) received by the Beneficiary with regard to the Group and, therefore, the algebraic sum of any gross annual fees received in the Company and/or Subsidiaries (as below) and any total fixed annual gross remuneration received in relation to the employment relationship with the Company or with one of the Subsidiaries.
"BOARD" OR "BOARD OF DIRECTORS"	Refers to the Company's Board of Directors in office <i>pro tempore</i> or its delegates for the purposes of the Plan.
"INFORMATION DOCUMENT DATE"	Refers to the date of publication of the Information Document.
"ATTRIBUTION DATE"	Refers to each date in which the Board of Directors resolves (or parties delegated by it decide) recognition of Assignment in favor of the Beneficiary; this date, unless otherwise determined by the Board, corresponds to the date of effective recognition of said Assignment in favor of the Beneficiary.
"RECIPIENTS"	Refers to the recipients of the Plan, who hold or carry out key roles in the Company and/or Group, which, as at the Attribution Date: (i) hold the office of Chief Executive Officer of the Company or of a Subsidiary (as defined below), or (ii) are employees of the Company, or of a Subsidiary (or have an equivalent relationship pursuant to the relative applicable law), and from which the Board of Directors will identify the Beneficiaries.
"STRATEGIC MANAGERS"	Refers to the individuals identified by Orsero as Managers with Strategic Responsibilities, pursuant to the Consob regulations on transactions with related parties and the " <i>Procedure for transactions with related parties</i> " adopted by the Company and applicable at the time.

"INFORMATION DOCUMENT" OR "DOCUMENT"	Refers to this information document, drawn up pursuant to Art. 84-bis of the Issuers' Regulation and in accordance with the guidelines contained in Schedule 7 of Annex 3A of the Issuers' Regulation.
"ANNUAL CONSOLIDATED ADJUSTED EBITDA"	Refers to the Group operating result (EBIT) net of amortization/depreciation, provisions and non-recurring costs/income, and including any costs (also notional) of incentive plans, in relation to each of the years of the Performance Period of the Plan, as determined by the Board of Directors, after consulting the Remuneration and Appointments Committee for matters under its competence, based on the corresponding value resulting from the budget for the reference financial year approved by the Board of Directors. Note that the parameter thus determined does not consider net financial expenses, taxes, and pro-rata gains/losses arising from the application of the equity method for associated companies and joint ventures.
"GROUP"	Refers to the group headed by Orsero.
"PERFORMANCE PERIOD"	Refers to the years 2020, 2021 and 2022 - corresponding to three cycles of the Plan - with respect to which the company performance conditions (i.e. Annual Consolidated Adjusted EBITDA) are established and verified.
"REMUNERATION POLICY"	Refers to Orsero's Remuneration Policy on the remuneration of Directors, other Managers with Strategic Responsibilities and, without prejudice to the provisions of Art. 2402 of the Italian Civil Code, members of the Company's Board of Statutory Auditors, submitted, for approval, to vote by the Shareholders' Meeting, pursuant to Art. 123-ter, paragraph 3-bis, of Italian Legislative Decree

	58/1998, as subsequently amended and supplemented.
“PLAN”	Refers to the company incentive plan known as the “2020-2022 Monetary Incentive Plan also based on financial instruments of Orsero S.p.A.”
“RELATIONSHIP”	Refers to the relationship of administration and/or employment (or an equivalent relationship pursuant to the relative applicable law) in effect between the Beneficiary and the Company and/or a Subsidiary.
“REGULATIONS”	Refers to the regulations of the Plan, approved by the Board of Directors meeting held on March 11, 2020, upon favorable opinion by the Remuneration and Appointments Committee.
“SUBSIDIARIES”	Refers to the Italian or foreign companies directly and/or indirectly controlled by Orsero, pursuant to Art. 2359 of the Italian Civil Code.
“TOTAL SHAREHOLDER RETURN”	Refers to the total return on investment by the shareholder of Orsero, calculated by adding to the increase in Share price (during a specific time interval) the effect of dividends per Share paid during the same period.

1. Recipient beneficiaries of the plan

1.1 The names of the recipients who are members of the Board of Directors or of the Management Board of the issuer of the financial instruments, of the issuer's parent companies and of the companies directly or indirectly controlled by the issuer

The Plan is designated, among others, for individuals who, as at the Assignment Date, (i) hold the office of Chief Executive Officer of the Company or of a Subsidiary, or (ii) are employees of the Company, or of a Subsidiary (or have an equivalent relationship pursuant to the relative applicable law).

As at the Information Document Date, the Beneficiaries of the Plan, based on their employment relationship with the Company, were identified as the following: (a) the Deputy Chairman and CEO Raffaella Orsero, as Strategic Manager of the Company, and (b) CEO Matteo Colombini, as Strategic Manager of the Company.

1.2 Categories of employees or collaborators of the issuer of financial instruments and of the parent companies or subsidiaries of said issuer

The Plan is designated for individuals - with an employment relationship (or equivalent relationship pursuant to the relative applicable law) with the Company or Subsidiaries - who are Strategic Managers of the Company, senior managers and/or key managers of the Issuer or Subsidiaries, to be identified by the Board of Directors, without prejudice to the necessary proposal by the Remuneration and Appointments Committee with regard to Strategic Managers.

1.3 The names of the individuals benefiting from the plan, belonging to the following groups:

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

Not applicable, as the Issuer did not have one or more general managers as at the Information Document Date.

b) *other managers with strategic responsibilities of the issuer of financial instruments that is not "small", pursuant to Art. 3, paragraph 1, letter f), of Regulation no. 17221 of March 12, 2010, in the event in which they have received, during the year, higher total fees (obtained by adding the monetary fees and fees based on financial instruments) than the highest total fee among those assigned to the members of the Board of Directors, or management board, and to the general managers of the issuer of the financial instruments;*

Not applicable since, as at the Information Document Date, there were no Strategic Managers that had received total fees during 2019 (calculated as per above) that were higher than the highest total fee from among those assigned to the Company's Board of Directors.

- c) *natural persons controlling the issuer of shares who are employees of or who collaborate with the issuer of the shares.*

Not applicable, since, as at the Information Document Date, there were no natural persons controlling the Company.

1.4 Description and number, separated by category:

- a) *of the managers with strategic responsibilities other than those indicated in letter b) of paragraph 1.3;*

As at the Information Document Date, within the Beneficiaries category of this Paragraph, 1 Beneficiary was identified, as Strategic Manager of the Company. Note that this Beneficiary is among the Beneficiaries pursuant to subsequent Paragraph 2.1.1. sub (ii).

- b) *in the case of "small" companies, pursuant to Art. 3, paragraph 1, letter f) of Regulation no. 17221 of March 12, 2010, aggregate indication of all of the managers with strategic responsibilities of the issuer of the financial instruments;*

Not applicable, since, as at the Information Document Date, the Company is not small in size, pursuant to the aforementioned provision.

- c) *any other categories of employees or collaborators for which differentiated characteristics of the plan have been envisaged (for example, managers, supervisors, staff, etc.)*

As at the Information Document Date, within the Beneficiaries category of this Paragraph, a total of 12 Beneficiaries were identified, falling under the Beneficiaries pursuant to subsequent Paragraph 2.1.1. sub (ii).

2. Reasons for adoption of the plan

2.1 Objectives to be achieved through assignment of the plans

The Plan, as also governed by the Regulations, is a tool aimed at encouraging loyalty by key resources, which constitute one of the strategic interest factors for the Company and the Group, as well as providing incentives to the Beneficiaries of the Plan for improvement of performance of the Company and Group, benefiting from a monetary incentive upon achievement of performance at company and Group level, as well as share-based incentive over the medium/long-term, in accordance with widespread and consolidated practices, also at international level.

Through the Plan, the Company also proposes to extend the timing of the decision-making processes of company members (so-called long-term perspective), and to encourage, through the assignment of monetary incentives to Beneficiaries, whose payment is subject, in whole or in part, to deferral and to a period of retention, alignment of the latter's interests with those of the shareholders over a medium to long-term horizon. In this respect, please refer to Paragraph 2.2 below.

A further objective of the Plan is to attract key managerial and professional figures for the Company and the Group.

2.1.1 Additional information

Note that, in particular, the Plan, as also governed by the Regulations, envisages, among other things, that:

- (i) for Beneficiaries who are Chief Executive Officers or Strategic Managers of the Company, the monetary incentive under the Plan, at the terms and conditions established by it, will be paid
 - (a) for 50% of the amount within and no later than 30 days from approval by the Company's Shareholders' Meeting of the financial statements for the financial year of the Performance Period (the "**Up-Front Monetary Incentive**") - which therefore represents the short-term incentive remuneration (MBO), also in replacement of any existing MBO plans at the Information Document Date - and
 - (b) for the remaining 50% of the amount on a deferred basis, and therefore with application of a retention period and indexation with respect to the yield of the Company's Shares, at the terms and conditions envisaged by the Plan and governed by the Regulations (for which reference is made to subsequent Paragraph 2.2);
- (ii) for Beneficiaries who are Strategic Managers or senior managers of the

Company (which at the Information Document Date are already beneficiaries of MBO), senior managers of Subsidiaries or managers of the Company or Subsidiaries - considering that at the Information Document Date they were already recipients of MBO plans - the monetary incentive will be fully paid on a deferred basis, and therefore with application of a retention period and indexation with respect to the yield of the Company's Shares, at the terms and conditions envisaged by the Plan and governed by the Regulations (for which reference is made to subsequent Paragraph 2.2).

The deferred monetary incentive pursuant to above points (i)(b) and (ii) is defined as the **"Deferred Monetary Incentive"** and will be paid in two equal tranches, of which the first within and no later than 30 days from the date of approval by the Shareholders' Meeting of the financial statements for the year ended December 31, 2022 and the second tranche within and no later than 30 days from the date of approval by the Shareholders' Meeting of the financial statements for the year ended December 31, 2023.

2.2 Key variables, also in the form of performance indicators considered for the purposes of assignment of plans based on financial instruments

The Plan is monetary and envisages the assignment and, upon fulfillment of the conditions as well as the terms and methods specifically governed in the Regulations and described herein, payment of a monetary incentive to Beneficiaries, established as a percentage of the annual fixed fee, linked to achievement of the company performance objectives and of the stock market price of the Shares.

Each of the Beneficiaries is notified of the amount of the individual Assignment, defined in consideration of the relative responsibilities, the critical aspects of the role held for the Company and/or Group, as well as the reference benchmarks of each role and as a percentage of the Annual Fixed Fee of each Beneficiary, in a range of between 10% and 100% and in accordance with the Company's Remuneration Policy in effect at the time. The amount of the Assignment is set by the Board of Directors, subject to the opinion of the Remuneration and Appointments Committee to the extent of its competence, for the entire Performance Period and, therefore, for the entire Plan (i.e. 2020-2022).

Once the Assignment of each Beneficiary has been determined, actual disbursement is subject to maintenance of the Relationship up to the date of disbursement of the Monetary Incentive, the so-called "Maintenance Condition", (without prejudice to the provisions of subsequent Paragraph 4.8, to which reference is made), and dependent on (i) achievement of the company's performance objectives, in terms of Annual Consolidated Adjusted EBITDA, and any long-term performance objectives set by the Board of Directors, subject to the

opinion of the Remuneration and Appointments Committee to the extent of its competence and (ii) the Stock Market performance of the Share (in terms of Total Shareholder Return), based on which the amount of the monetary incentive accrued for each Beneficiary is determined ("the **Monetary Incentive**").

With regard to the company's performance objectives, the Plan, as governed in detail within the Regulations, envisages a Monetary Incentive calculation system that takes into account the deviation (positive or negative) among results effectively achieved by the Company (as per the reference consolidated financial statements approved by the Board of Directors) and the reference target set by the Board of Directors, in any case within a range of between 90% (which is the minimum limit for achievement of the target below which Beneficiaries do not accrue the Monetary Incentive) and 110% (which is the maximum limit of achievement of the target above which the Monetary Incentive shall in any case be equal to 110% of the Assignment, without prejudice to indexation of the stock's performance). This calculation system envisages a more than proportional decrease in the event of a negative deviation (underperformance) and a proportional increase in the event of a positive deviation (overperformance), as illustrated in the table below:

ACHIEVEMENT OF OBJECTIVES	PAYMENT OF BONUS
Less than 90% of Target	No incentive
Between 90% and 100% of Target	Reduced by 2% for each percentage point less than Target
100% Target	100% of incentive
Greater than 100%	Proportional increase with cap set at 110%

Without prejudice to the Maintenance Condition, payment of 50% of the Deferred Monetary Incentive shall only take place upon occurrence of both of the following conditions for each year of the Performance Period (namely 2020-2021-2022) ("**Gate**"):

- (a) Annual Consolidated Adjusted EBITDA (excluding the effect of IFRS 16) of over 3.3% of consolidated revenues, both as per the Company's consolidated financial statements for the financial year in question approved by the Board of Directors, and
- (b) the ratio between (x) the net financial position (excluding the effect of IFRS 16) and (y) the Consolidated Adjusted EBITDA (excluding the effect of IFRS

16), both as per the Company's consolidated financial statements for the financial year in question approved by the Board of Directors, is less than or equal to 3x.

The Board is responsible for verification of the level of achievement of the Objectives with respect to the target, as well as verification of occurrence of the Gates.

Without prejudice to the Maintenance Condition and subject to the Gates in accordance with above Paragraph 5.4, both tranches of the Deferred Monetary Incentive pursuant to Paragraph 5.5 will be indexed to the Total Shareholder Return, calculated through the following formula:

$$\% \text{ yield of ordinary Orsero share (or TSR)} = ((\text{VAZf} + \text{Div}) - \text{VAZfB}) / \text{VAZfB}$$

Where:

VAZF:	indicates the Share Value of the last 6 months relating to the previous financial year in which the tranche of the Deferred Monetary Incentive (as for reference over time) is disbursed.
DIV:	indicates (i) for the first tranche of the Deferred Monetary Incentive (as for reference over time), the sum of the unit value of the dividend per share paid in the Performance Period (i.e. 2020-2021-2022) and (ii) for the second tranche of the Deferred Monetary Incentive, the sum of the unit value of the dividend per share paid in the Performance Period (i.e. 2020-2021-2022) and in the financial year following the Performance Period (i.e. 2023).
VAZFB:	indicates the Share Value (as defined below) of the last 6 months relating to the financial year in which the tranche of the Deferred Monetary Incentive accrued (as for reference over time).
"SHARE VALUE"	indicates the mathematical average of the official prices recorded by the Orsero Share on the MTA during the reference period.

It is understood that, in any case, **(a)** the increase in the amount of the Deferred Monetary Incentive due to indexation to the Total Shareholder Return according to the above formula may not exceed 40% (cap) and **(b)** the decrease in the amount of the Deferred Monetary Incentive due to indexation to the Total Shareholder Return according to the formula indicated above may not exceed 80% (floor).

2.2.1 Additional information

“Claw back” mechanism

The Plan grants the Company the right to request the return of all or part of the Monetary Incentive actually paid to the Beneficiary in execution of the Plan, upon occurrence of specific events and conditions (so-called claw back), all as determined by the Board, subject to the opinion of the Remuneration and Appointments Committee to the extent of its competence, in accordance with the methods and terms specifically established in the Regulations.

“Acceleration” events

The Plan envisages that upon occurrence, subsequently to the Attribution Date, of one of the following events:

- (i) change in control pursuant to Art. 93 of Italian Legislative Decree 58/1998, even though this does not result in the obligation to launch a takeover bid;
- (ii) promotion of a public offer on the Shares of the Company; or
- (iii) resolution of transactions that could lead to revocation of listing of Orsero's Shares on the MTA,

such events would constitute an acceleration event for the purposes of accrual of the right to receive the Monetary Incentive not yet paid and/or accrued under the Plan (and, therefore, relative to each of the tranches for each year of the Performance Period); in this case, the Beneficiaries will have the right to receive the Monetary Incentive to which they are entitled as a result of the Assignment in advance, all as specifically governed by the Regulations.

2.3 Elements at the basis of the calculation of amount of compensation based on financial instruments, namely the calculation criteria

Please refer to Paragraph 2.2 above.

2.3.1 Additional information

Please refer to Paragraph 2.2 above.

2.4 Reasons underlying the decision to assign compensation plans based on financial instruments not issued by the issuer of financial instruments, such as financial instruments issued by subsidiaries or parent companies or other companies with respect to the group; if said instruments are not traded in regulated markets, information on the criteria used to determine the value attributable to them

Not applicable, since the Plan, as also governed by the Regulations, envisages the assignment of monetary incentives linked, among other things, to performance of the Company's Shares on the Stock Market.

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

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

2.6 Support of the plan by the Special Fund for encouragement of employee participation in companies, pursuant to Art. 4, paragraph 112, of Law no. 350 of December 24, 2003

The Plan will not receive any support by the Special Fund for encouragement of employee participation in companies, pursuant to Art. 4, paragraph 112, of Law no. 350 of December 24, 2003.

3. Approval process and timing for assignment of options

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

On September 30, 2019, the Board, upon favorable opinion of the Remuneration Committee in office at the time, which met on September 27, 2019 (also as Related Parties Committee, pursuant to the "*Procedure for transactions with related parties*" of the Company), resolved to submit the Guidelines for approval by the Shareholders' Meeting, with effectiveness subject to, and starting from, the beginning of trading of the Shares on the MTA, STAR Segment.

For the purposes of implementation of the Plan, the Shareholders' Meeting of October 25, 2019 resolved approval of the Plan, as well as assignment to the Board of Directors of all powers necessary and appropriate to implement the Guidelines and the Plan, and in particular (by way of example and not limited to) the power to (i) define and adopt the Regulations of the Plan (in accordance with the provisions of the Guidelines); (ii) identify the names of the Beneficiaries; (iii) determine the detailed mechanisms for the Assignment; (iv) define in detail the performance objectives of the Plan and the relative targets; as well as (v) perform any act, obligation, formality or communication necessary or appropriate to manage and/or implement the Guidelines and the Plan.

Upon listing of the Company's ordinary shares on the MTA on December 23, 2019, on March 11, 2020, in execution of the aforementioned resolution by the Shareholders' Meeting, the Board of Directors approved the Regulations of the Plan, in accordance with the provisions of the Guidelines. In accordance with the provisions of the Guidelines and of the Regulations, the Board of Directors also implemented the Plan, identifying the Beneficiaries (indicated in the Information Document) and those delegated for the purposes of the Plan.

3.2 Indication of parties charged with administration of the plan and their function and responsibilities

Pursuant to the Regulations, responsibility for execution of the Plan lies with the Board of Directors, which has the power, according to the provisions of the Plan, to identify the Beneficiaries, the amount of the Assignment in accordance with Company's remuneration policy in effect at the time, as approved by the Shareholders' Meeting and upon proposal/subject to opinion by the Remuneration and Appointments Committee to the extent of its competence, the terms, conditions and methods of payment of the Monetary Incentive, as well as to adopt any other resolution

necessary and/or appropriate for better administration and/or implementation of the Plan, including any contracts and legal relationships deriving from it.

Every resolution by the Board of Directors with regard to interpretation and application of the Plan shall be final and binding for the interested parties. Without prejudice to the specific provisions of the Regulations, the Board of Directors may delegate - and in its session of March 11, 2020 delegated - its powers, tasks and responsibilities in regard to implementation and application of the Plan to the Chairman of the Board of Directors and/or Deputy Chairman and/or CEO of the Company in office *pro tempore*, even severally (in this case, any reference in the Plan to the Board of Directors must be intended as a reference, depending on the case, to the Chairman, Deputy Chairman or CEO of Orsero in office *pro tempore*). The above is without prejudice to the fact that any decision relative to and/or regarding the assignment of rights to the Beneficiary, whether also Chairman, Deputy Chairman or CEO of the Company (as well as any other decision relative to and/or regarding management and/or implementation of the Plan with regard to them) shall remain the exclusive responsibility of the Board of Directors. In this respect, please refer to Paragraph 3.7 below as well.

The provisions of the "*Procedure for transactions with related parties*" adopted by the Company and in effect on a case-by-case basis, where applicable, shall apply.

The Remuneration and Appointments Committee has carried out and shall carry out propositional and consultative functions in relation to implementation of the Guidelines and the Plan, pursuant to the Corporate Governance Code.

3.3 Any procedures for review of the plans, also in relation to possible changes in the underlying objectives

The Board of Directors has the right, subject to the opinion of Remuneration and Appointments Committee to the extent of its competence, to update the performance objectives and/or targets and/or gates, as well as the methods and conditions for attribution of the Monetary Incentive in significant extraordinary transactions carried out by the Company during the Performance Period, or when this becomes necessary from an operational standpoint and/or due to changes in the structural conditions of the Company and/or Group and/or business or in the presence of extraordinary and unpredictable events that may impact the markets in which the Company and/or Group operate.

In general, the Board of Directors shall have the right, subject to the opinion of the Remuneration and Appointments Committee to the extent of its competence, to make any change or addition to the Regulations of the Plan that it deems useful or necessary for better achievement of the objectives of the Plan, according to what

is envisaged by the same, or to terminate its implementation, keeping in mind the interests of the Beneficiaries and of the Company.

In any case, any changes to the essential terms and conditions of the Plan, which involve its modification, must be submitted for approval by the Shareholders.

3.4 Description of the methods to determine availability and assignment of the financial instruments on which the plans are based (for example: free assignment of shares, increases in capital excluding the option right, purchase and sale of treasury shares)

Not applicable, since the Plan, as also governed by the Regulations, envisages the assignment and payment of a monetary incentive upon occurrence of performance conditions and in accordance with the methods and terms established by the Plan and governed in detail in the Regulations, partly correlated to the yield on the Company's Shares.

3.5 Role held by each director in determining the characteristics of the aforementioned plans; any conflict of interest situations with regard to the directors in question

The Board of Directors meeting of March 11, 2020, acknowledging the opinion of the Remuneration and Appointments Committee made on the same date to the extent of its competence, and with abstention of the Directors involved, resolved: (i) to approve the text of the Regulations and (ii) to approve the Beneficiaries of the Plan indicated in the Information Document; (iii) to make the additional executive resolutions of the Plan, as well as (iv) grant the powers indicated under above Paragraph 3.2, to which reference is made.

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

The Board of Directors meeting of September 30, 2019, upon favorable opinion of the Remuneration Committee (in office at the time) of September 27, 2019, resolved to submit the Guidelines governing the Plan for approval by the Shareholders' Meeting, subject to and with effectiveness from the beginning of trading of the Shares on the MTA, STAR Segment, which Guidelines were approved by the Shareholders' Meeting of October 25, 2019.

3.7 For the purposes of Art. 84-bis, paragraph 5, letter a), the date of the decision made by the competent body in regard to assignment of the instruments and any proposal to the aforementioned body drawn up by the Remuneration Committee, if existent

The Board of Directors meeting of March 11, 2020, upon favorable opinion by the Remuneration and Appointments Committee issued on the same date, resolved the Beneficiaries of the Plan indicated in the Information Document, adopted the

additional executive resolutions of the Plan, and resolved to grant the powers indicated under above Paragraph 3.2, to which reference is made (including but not limited to the power to define the Beneficiaries of the Plan, the relative assignments pursuant to it, and the objectives on which the monetary incentive under the Plan is subject, in accordance with above Paragraph 3.2).

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

The Plan, as also governed by the Regulations, envisages the assignment and payment of a monetary incentive, subject to and based on the level of achievement of the company performance objectives, including the yield on the Company's Shares. In this respect, please refer to Paragraph 2.2 above.

As at March 11, 2020, the Orsero S.p.A. ordinary shares recorded the following official Stock Market price on the MTA: Euro 5.1905.

3.9 In the case of plans based on financial instruments traded on regulated markets, at what terms and according to which methods the issuer takes into account, in determining the timing of assignment of the instruments in the implementation of the plans, the possible timing correspondence between:

- (i) said assignment or any decisions made in this regard by the Remuneration Committee, and**
- (ii) the disclosure of any significant information pursuant to Art. 114, paragraph 1; for example, if such information:**
 - a. has not already been publicly disclosed and is able to positively influence market prices, or**
 - b. has already been publicly disclosed and is able to negatively influence market prices.**

Market disclosure of the resolution approving the Guidelines of the Plan was made, pursuant to the applicable legislation in force. The Plan's execution is disclosed in the Information Document and will be disclosed to the market when and according to the methods envisaged by the applicable regulations in force.

4. Characteristics of the assigned instruments

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

Without prejudice to other Paragraphs of this Information Document, note in particular that the Performance Period is three years; moreover, the Monetary Incentive is disbursed, in whole or in part, on a deferred basis following a retention period and that said deferred component of the Monetary Incentive is indexed to the yield of the Share. Please refer in particular to Paragraph 2.2 above.

4.2 Indexation of the period of effective implementation of the plan also with regard to any other cycles envisaged

Without prejudice to other Paragraphs of this Information Document, note in particular that, as already mentioned in Paragraph 2.2 above, the Plan envisages a three-year Performance Period, consisting of the years 2020-2021-2022.

The Assignment at the basis of the Monetary Incentive is determined - by the Board of Directors, subject to the opinion of the Remuneration and Appointments Committee to the extent of its competence - for each Beneficiary based on percentage of the relative Annual Fixed Fee and set for the entire Performance Period of the Plan and, therefore, for all cycles.

Subject to the opinion of the Remuneration and Appointments Committee to the extent of its competence, the Board of Directors is recognized the right to envisage additional Beneficiaries among the recipients of the Plan (taking into account the relative roles and responsibilities within the Company and/or Group) during its duration, at the same terms and conditions as those of the original Beneficiaries of the Plan.

This is also without prejudice to above Paragraph 2.1.1 in regard to “acceleration hypotheses”.

4.3 End of the plan

Taking into consideration that the Plan, as also governed by the Regulations, will be effective until disbursement of the second tranche of the Deferred Monetary Incentive following approval by the Shareholders' Meeting of the Company's financial statements for the year ended December 31, 2023, its duration is set until December 31, 2024.

4.4 The maximum number of financial instruments, also in the form of options, assigned in each fiscal year in relation to the parties individually named or to the categories indicated

Not applicable, since the Plan envisages the assignment and payment of a monetary incentive upon fulfillment of the performance conditions and in accordance with the methods and terms specifically established by the Regulations, partly correlated to the yield on the Company's Shares.

4.5 Methods and clauses for implementation of the plan, specifying whether the effective attribution of instruments is subject to the fulfillment of conditions or achievement of specific results, including performance; description of said conditions and results

With regard to the methods and clauses for implementation of the Plan, please refer to the individual points of the Information Document and, in particular, Paragraph 2.2 above.

4.6 Indication of any restrictions on availability of the instruments assigned or on the instruments arising from exercising of the options, with particular regard to the terms within which the subsequent transfer to the same company or other companies is permitted or prohibited

Not applicable, since the Plan envisages the assignment and payment of a monetary incentive upon fulfillment of the performance conditions and in accordance with the methods and terms specifically established by the Regulations, partly correlated to the yield on the Company's Shares. For information on the mechanism for deferral of part of the Monetary Incentive for retention purposes, please refer to Paragraph 2.2 above.

4.7 Description of any termination conditions in relation to attribution of the plans in the event in which recipients conduct hedging transactions that neutralize any sales restrictions on the assigned financial instruments, even in the form of options, or of the financial instruments resulting from the exercising of said options

Not applicable, since the Plan envisages the assignment and payment of a monetary incentive upon fulfillment of the performance conditions and in accordance with the methods and terms specifically established by the Regulations, partly correlated to the yield on the Company's Shares.

4.8 Description of the effects of termination of the employment relationship

The Plan envisages that disbursement of the Monetary Incentive be subject to the Condition of Maintenance of a Relationship, except for cases of interruption/termination of the Relationship due to (i) mutual consent, (ii) access to an old-age/retirement pension, (iii) good leaver¹, upon which the Beneficiary (or

¹ Indicates hypotheses of termination of the Relationship due to: dismissal or revocation of office without "just cause", i.e. Termination of the Relationship as a result of one of the following

their heirs, depending on the case) will have the right to receive, in whole or in part, the Monetary Incentive in the amount established by the Board of Directors, subject to the opinion of the Remuneration and Appointments Committee to the extent of its competence, based on the moment in which the interruption/termination of the Relationship occurs with respect to the Performance Period and, where deemed necessary, taking into account the level of achievement of the performance objectives; all in accordance with the terms and methods specifically established in the Regulations.

In the event of termination of the Relationship under all hypotheses other than the above, including termination of employment due to “bad leaver”², the Beneficiary (or their heirs, depending on the case) will lose all rights under the Plan, consequently releasing the Company from any obligation and responsibility in this respect.

4.9 Indication of any other causes for annulment of the plans

No causes for annulment of the Plan are envisaged (without prejudice to Paragraph 3.3 above, to which reference is made).

4.10 Reasons for a possible “redemption” by the company of the subject financial instruments of the plans, pursuant to Articles 2357 et seq. of the Italian Civil Code; the beneficiaries of the redemption, indicating whether it refers only to specific categories of employees; the effects of termination of the employment relationship on said redemption

Given the characteristics of the Plan, no “redemption” clauses are envisaged by the Company (without prejudice to Paragraph 2.2 above with regard to claw-back).

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

Not applicable, since the Plan envisages the assignment and payment of a monetary incentive upon fulfillment of the performance conditions and in

hypothesis: (x) physical or mental incapacity (due to sickness or injury) of the Beneficiary resulting in disability of over 50%; (y) death of the Beneficiary, or for Beneficiaries who hold the position of CEO of Orsero or of its Subsidiaries, revocation or significant reduction of the powers they hold as at the Attribution Date, without prior written consent by said Beneficiaries. “Just cause” refers to any circumstance that is capable of damaging the fiduciary bond that characterizes the Employment Relationship, preventing it from continuing, and breach by the Beneficiary of the legal and contractual obligations arising from the Relationship.

² Indicates hypotheses of termination of the Relationship due to revocation of the office held by the Beneficiary, or dismissal of the Beneficiary, for just cause and voluntary resignation by the Beneficiary, not justified by a good leaver hypothesis.

accordance with the methods and terms specifically established by the Regulations, partly correlated to the yield on the Company's Shares.

4.12 Indication of assessments of the expected cost for the company as at the assignment date, as determined based on the terms and conditions already defined, with total amount and amount in relation to each instrument of the plan

The total expected cost of the Plan, estimated as at the Information Document Date, is a maximum of Euro 4,350,000 (including the effect of maximum indexation of the Deferred Monetary Incentive to the Total Shareholder Return, for which reference is made to Paragraph 4.2 above).

4.13 Indication of any dilutive effects on capital by the compensation plans

The Plan will not have any dilutive effects on Orsero's share capital, as it envisages the assignment and payment of a monetary incentive upon fulfillment of the conditions, as well as methods and terms established by the Plan and by the Regulations.

4.14 Any limits envisaged to exercise the voting right and for assignment of the equity rights

Not applicable, since the Plan, as also governed by the Regulations, envisages the assignment and payment of a monetary incentive upon fulfillment of the performance conditions and in accordance with the methods and terms established by the Plan and governed in the Regulations, partly correlated to the yield on the Company's Shares.

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

The Plan, as governed by the Regulations, envisages the assignment and payment of a monetary incentive upon fulfillment of the performance conditions and in accordance with the methods and terms specifically established by the Guidelines and Regulations, partly correlated to the yield on the Company's Shares.

Also note that, as at the Information Document Date, the Company's Shares are traded on the Telematic Stock Market (MTA) organized and managed by Borsa Italiana S.p.A., STAR Segment.

4.16 Number of financial instruments underlying each option

4.17 Expiry of the options

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

- 4.19** The option exercise price, i.e. methods and criteria for its determination, with particular regard to: a) the formula to calculate the exercise price in relation to a specific market price (fair market value) (for example: exercise price equal to 90%, 100% or 110% of the market price), and b) the methods to determine the market price used to calculate the exercise price (for example: last price of the day prior to assignment, daily average, average of the last 30 days, etc.)
- 4.20** If the exercise price is not equal to the market price determined as indicated under point 4.19.b (fair market value), the reasons for said difference
- 4.21** Criteria based on which different exercise prices are envisaged among the various parties or various categories of recipients
- 4.22** If the financial instruments underlying the options are not traded on regulated markets, indication of the value attributable to the underlying instruments or the criteria to determine this value
- 4.23** Criteria for adjustments that become necessary following extraordinary transactions on capital and other transactions involving a change in number of underlying instruments (capital increases, extraordinary dividends, grouping and subdivision of underlying shares, mergers and de-mergers, transactions for conversion into other categories of shares, etc.)
- 4.24** Compensation plans based on financial instruments (table)

Paragraphs 4.16-4.24 are not applicable, since the Plan, as also governed by the Regulations, envisages the assignment and payment of a monetary incentive upon fulfillment of performance conditions and in accordance with the methods and terms specifically established by the Regulations, partly correlated to the yield on the Company's Shares.