



**TINEXTA**

# 2023/2025 LTI PERFORMANCE SHARES PLAN

Information Document

**INFORMATION DOCUMENT RELATING TO THE INCENTIVE PLAN BASED ON FINANCIAL INSTRUMENTS  
CALLED "2023/2025 LTI PERFORMANCE SHARES PLAN"**

*(drafted pursuant to Art. 84-bis of the Regulation adopted by CONSOB with resolution No. 11971, 14 May 1999 and subsequent amendments and integrations)*



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*This English version is made available to provide non-Italian speakers a translation of the original document. Please note that in the event of any inconsistency or discrepancy between the English version and the Italian version, the original Italian version shall prevail.*

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# FOREWORD

This Information Document has been prepared pursuant to art. 114-bis of Italian Legislative Decree no. 58, 24 February 1998, as subsequently amended and supplemented (the “**TUF**”), art. 84-bis, paragraph 1, of Consob Regulation no. 11971 of 14 May 1999, as subsequently amended and supplemented (the “**Issuers’ Regulation**”) and according to Scheme no. 7 of Annex 3A to the Issuers' Regulation (the “**Information Document**”).

The Information Document concerns the incentive plan based on financial instruments called “LTI Performance Shares Plan 2023/2025” of Tinexta SpA (“**Tinexta**” or the “**Company**” or the “**Group**”) aimed at the parties identified by the Tinexta's Board of Directors, having heard the opinion of the Remuneration Committee and on the proposal of the Chief Executive Officer, among the Directors with proxies, the Key Management Personnel as well as the other employees with strategic roles of the Company or Subsidiaries, to be submitted, pursuant to art. 114-bis of the TUF, for the approval of the Shareholders' Meeting of Tinexta, called for 21 April 2023.

The information required by Schedule no. 7 of Annex 3A to the Issuers' Regulation that are not contained in this Information Document will be provided during the implementation of the Plan, pursuant to art. 84-bis, paragraph 5, letter a) of the Issuers' Regulation.

This Information Document shall be made available to the public at the Company's registered office, on the Company's website ([tinexta.com](http://tinexta.com)) and on the authorised storage mechanism “eMarket STORAGE” ([www.emarketstorage.it](http://www.emarketstorage.it)).

The Plan is to be considered of “special significance” pursuant to Art. 114-bis of the Consolidated Finance Act and Art. 84-bis, Par. 2, of the Issuers' Regulations, since it is addressed, among others, to members of the Tinexta Board of Directors and of the Subsidiaries and Key Management Personnel of Tinexta.

## DEFINITIONS

As required by Scheme no. 7 of Annex 3A of the Issuers' Regulation, a list of definitions is provided below to illustrate the meaning of the uncommon terms used in this Information Document.

- **Assignment:** the assignment to each Beneficiary by the Board of Directors, after hearing the opinion of the Remuneration Committee and on the proposal of the Chief Executive Officer, of Rights, according to the terms and conditions defined in the Plan Regulations.
- **Allocation:** the allocation of the Shares to each Beneficiary by the Board of Directors, subject to the opinion of the Remuneration Committee, after the end of the Vesting Period, according to the terms and conditions set forth in the Plan Regulations.
- **Shares:** ordinary shares of Tinexta S.p.A. listed on Euronext Milan.
- **Bad Leaver:** all the following cases of termination of the relationship: (a) voluntary resignation (reference is made to the date of resignation); (b) disciplinary dismissal (reference is made to the effective date of the same).
- **Beneficiaries:** the recipients of the Plan, who will be identified by name by the Board of Directors, after hearing the opinion of the Remuneration Committee and on the proposal of the Chief Executive Officer, among the Directors with proxies, the Key Management Personnel and the other employees with strategic roles of the Company or Subsidiaries.
- **Budget:** with reference to the objective of the Tinexta Group's cumulative adjusted EBITDA, the budgets for the years 2023, 2024 and 2025 that will be approved by the Board of Directors of Tinexta in each year and which will define the cumulative target value.
- **Change of Control:** (a) change of control pursuant to Article 93 of Italian Legislative Decree 24 February 1998, no. 58, as subsequently amended and supplemented; (b) the acquisition, directly or indirectly, by one or more third parties of a number of shares or a portion of a Subsidiary to which the Beneficiary's Relationship belongs, provided that they are different from the Company, in total greater than 50% of the relative share capital, unless the Company continues to hold control pursuant to art. 2359 of the Italian Civil Code; (c) the definitive transfer for any reason to one or more third parties of the company or of the business unit to which the Beneficiary's Relationship belongs. It is understood that the Changes of Control identified under b) and c) above apply only to of the Beneficiaries who have a Relationship with the Subsidiary, the company or the business unit subject to the Change of Control.
- **Corporate Governance Code:** the Corporate Governance Code for listed companies approved in January 2020 by the Corporate Governance Committee and promoted by Borsa Italiana.
- **Remuneration Committee:** the committee for the remuneration created by the Board of Directors of the Company that performs consultative and propositional functions on remuneration issues in compliance with the recommendations in the Corporate Governance Code.
- **Board of Directors:** the Board of Directors of Tinexta.
- **Assignment Date:** with reference to each Beneficiary, the date on which the Assignment Letter is sent to the Beneficiaries.
- **Allocation Date:** with reference to each Beneficiary, the date of the resolution of the Board of Directors concerning the allocation of the Shares to the Beneficiaries.
- **Key Management Personnel:** the parties as defined in the Appendix to Consob Regulation no. 17221 of 12 March 2010 containing provisions on related party transactions, as subsequently amended and supplemented.
- **Rights:** the rights - conditional, free of charge, non-transferable *inter vivos* and not subject to restrictions or other acts of disposal for any reason - to the Free Allocation of Shares in



the ratio of no. 1 Share for every no. 1 Right accrued according to the terms, conditions and methods of the Plan Regulations.

- **Dividend equivalent**: consists of a number of additional Shares allocated to the Beneficiaries at the end of the Vesting Period, equivalent to the sum of any ordinary and extraordinary dividends per share paid by the Company in each year of the Vesting Period that would have been due on the number of shares actually attributed to the Beneficiaries based on the performance levels achieved in the terms and conditions set forth in the Plan multiplied by the number of Shares actually allocated to each beneficiary divided by the average share price recorded in the 90 days prior to the award date.
- **Cumulative adjusted EBITDA**: sum of adjusted consolidated EBITDA for the three financial years 2023-2024-2025. Adjusted consolidated EBITDA for each year is calculated as EBITDA gross of the cost relating to the equity plans and medium/long-term incentives for Key Managers of the Group, gross of non-recurring components and net of the write-down of receivables.
- **EXM**: Euronext Milan, a regulated market organised and managed by Borsa Italiana S.p.A.
- **Good Leaver**: the following cases of termination of the Relationship: (a) death or permanent disability of more than 66% of the Beneficiary; (b) voluntary resignation of the Beneficiary who meets the statutory pension requirements and in the following 30 days has submitted a request to access the related treatment; (c) transfers and/or contributions of branches of companies or companies of the Group; (d) resignation for just cause, where the just cause is ascertained by the Judicial Authority; (e) consensual termination of the relationship, whether business or administrative, where specific agreements are deemed appropriate in relation to the Plan to be assessed on a case-by-case basis. This provision may also be applied in the event of dismissal for objective reasons.
- **Tinexta Group**: Tinexta and the Companies that are or should become Subsidiaries of Tinexta in the future pursuant to Article 93 of Italian Legislative Decree 24 February 1998, no. 58, as subsequently amended and supplemented.
- **Holding Period/Lock up Period**: indicates the period of unavailability, equal to 2 years, placed on part of the Shares that may have accrued and allocated.
- **ESG indicator**: indicator related to the three-year commitments described in the ESG policies that Tinexta published in December 2022 following the approval by the Chief Executive Officer, and, to the extent of its competence, approved by the Board of Directors with the positive opinion of the Control, Risk and Sustainability Committee.
- **Letter of Assignment**: the letter, sent with the Plan Regulations by the Company to each Beneficiary, with reference to the beginning of the Vesting Period, to notify them of the assignment of the Rights, whose subscription and delivery to the Company by the Beneficiaries will constitute full and unconditional adherence by the same to the Plan.
- **Target Number of Shares**: the number of Shares that is envisaged to be allocated to each Beneficiary upon achievement of 100% of the performance objectives under the terms and conditions set forth in the Plan Regulations. This number is calculated by dividing the target incentive, assigned by the Company to each Beneficiary as a percentage of the fixed remuneration of the same, by the arithmetic average of the stock market price of the Tinexta ordinary share in the 90 days prior to the approval of the LTI Plan by the of the Shareholders' Meeting.
- **Performance Objectives**: for the Vesting Period, the performance objectives set out in the Plan, as identified in the Regulation and also reported in the Assignment Letter.
- **Maximum Performance Objective**: the achievement of the maximum performance value defined for the individual objectives.
- **Performance Threshold Objective**: the achievement of the performance threshold value defined for the individual objectives.

- Target Performance Objectives: the achievement of the target performance value defined for the individual objectives.
- Vesting Period: the measurement period of the performance objectives from 1 January 2023 to 31 December 2025; at the end of this period, the Share Allocation will be calculated based on the verification of the achievement of the performance objectives, under the terms and conditions set forth in the Plan Regulations.
- LTI Plan or Plan: the long-term incentive plan of Tinexta S.p.A.
- Relationship: the directorship and/or employment relationship in place between the individual Beneficiary and Tinexta or one of the Subsidiaries.
- Regulation: the regulation of the Plan, concerning the definition of the criteria, methods and terms of implementation of the Plan.
- Fixed Remuneration: fixed remuneration and/or any fixed remuneration envisaged as a Director of the Company or of the Subsidiaries (with the exception of Paragraph 1 pursuant to Art. 2389 of the Italian Civil Code).
- Fixed remuneration: gross annual remuneration of reference as at 1 January 2023, understood only as fixed remuneration not including any variable bonuses.
- Sell to cover: mechanism through which, at the time of assignment, a part of the Shares vested is sold to cover the tax charges deriving from the assignment itself.
- Company or Tinexta: Tinexta S.p.A., with registered office in Rome (RM), Piazza Sallustio, no. 9, VAT Code and Tax No. 10654631000, registered in the Corporate Registry of Rome.
- Subsidiaries: without distinction, each of the Companies directly or indirectly controlled from time to time, pursuant to art. 2359 of the Italian Civil Code, by the Company, with which one or more Beneficiaries have a Relationship.
- Total Shareholder Relative Return (TSR): indicator that represents the overall return for a shareholder given by the increase in the price of the share during a reference period and any dividends paid in the same period, compared to the performance of the FTSE Italia All index-Share.
- Vesting: the vesting of the Right to receive Shares upon achievement of the performance objectives during the Vesting Period.

# 1. BENEFICIARIES

The Plan Beneficiaries are those who will be identified by the Tinexta Board of Directors, after hearing the opinion of the Company's Remuneration Committee, if necessary, and on the proposal of the Chief Executive Officer, among the Directors with proxies, the Key Management Personnel, as well as the other employees with strategic roles of the Company or Subsidiaries.

The Board of Directors may proceed with the identification of Beneficiaries and the assignment to them of Rights also in more than one solution.

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

- be holders of a Relationship;
- not having communicated their intention to withdraw or terminate, as the case may be, the relationship and not being in the notice period due to resignation or dismissal;
- not be recipients of a notice of dismissal or withdrawal by the Company or the Subsidiaries or of revocation of the Relationship;
- not having agreed on the consensual termination of the Relationship;
- the absence of disciplinary measures against the Beneficiary based on, among other things, the provisions of the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 and the Code of Ethics adopted by the Company.

It should be noted that at the date of the Information Document it is expected that 1 Director with delegated powers of Tinexta S.p.A. and Key Management Personnel of the Group. In addition, at the date of the Information Document, the Company estimates that other managers may be admitted to participate in the plan for an estimated total of about 40 Beneficiaries.

The names of the Beneficiaries will be provided according to the methods and terms set forth in art. 84-bis, paragraph 5, letter a) of the Issuers' Regulation.

## 2. REASONS FOR THE ADOPTION OF THE PLAN

### 2.1 *Plan Objectives*

Through the implementation of the Plan, the Company intends to:

- align the interests of management with the interests of the shareholders and stakeholders of the Tinexta Group;
- support and reward the achievement of long-term objectives, in line with the Company strategy, making it possible to pursue the priority objective of creating sustainable value in the medium-long term;
- attract, retain and motivate management, which plays a key role in the management and development of the Group, ensuring the balance of the remuneration pay-mix, in line with market practices.

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

The Rights assigned accrue, in full or in part, if specific objectives of both a financial and non-financial nature have been achieved by the Tinexta Group.

For more information on performance objectives, please refer to paragraph 4.5 below.

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

The Board of Directors identifies the number of Rights to be assigned to each Beneficiary, after consulting the Remuneration Committee with regard to the Chief Executive Officer and the Key Management Personnel on the proposal of the Chief Executive Officer.

Decisions on the identification of the Beneficiaries are taken with regard to the pursuit of the Company's interest, also taking into account the organisational position and role of the Beneficiary within the Tinexta Group.

In this regard, the Company has defined two criteria for the identification of the Beneficiaries:

- the impact that resources have on business results and on the main dimensions of the income statement;
- the retention actions that the Company intends to adopt with respect to resources considered key to achieving the Group's long-term objectives.
- The application of these criteria led to the identification of a population of Beneficiaries estimated at a total of about 40 resources, divided into 4 categories:
- Tinexta Chief Executive Officer and General Manager
- Key Management Personnel (KMP)
- CEO and General Managers of the Subsidiaries
- Other Beneficiaries identified on the basis of the role and size/complexity of the Company to which they belong.

The number of Rights to be assigned will be determined as a percentage of the fixed remuneration of the Beneficiary.

### ***2.4 Reasons behind any decision to allocate compensation plans based on financial instruments not issued by the Company***

Does not apply.

### ***2.5 Considerations on significant tax and accounting implications***

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

### ***2.6 Any support for the plan by the special Fund for encouraging worker participation in companies, as set forth in Art. 4, Par. 112, Italian Law no. 350, 24 December 2003.***

The Plan is not supported by the Special Fund for encouraging worker participation in companies, as set forth in Art. 4, Par. 112, Italian Law no. 350, 24 December 2003.

## 3. APPROVAL PROCESS AND TIMING OF THE PLAN

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

The Shareholders' Meeting shall assign to the Board of Directors, with the right to sub-delegate to third parties, any broader power necessary and/or appropriate to implement the Plan in full and in full, including therein merely by way of example but not limited to, any power to: (i) identify the Beneficiaries of the Plan and the maximum number of Rights to be assigned to each of them; (ii) drawing up the Regulations; (iii) exercising all the duties and functions attributed to the Board of Directors by the Plan Regulations; (iv) making the necessary or necessary amendments or additions to the Regulations of the aforementioned Plan, with the most appropriate methods pursuant to the provisions of the same Regulations; as well as (v) carry out any act, fulfilment, formality, communication, including towards the public or any Authority that may be necessary and/or appropriate for the purposes of the management and/or implementation of the Plan.

### 3.2 ***Parties appointed to manage the plan and their functions and responsibilities***

The body responsible for supervising the Plan is the Board of Directors, with the preliminary and advisory support of the Remuneration Committee, with the right to sub-delegate, in accordance with and subject to the provisions expressed in the Plan Regulations. The operational management and implementation of the Plan will be entrusted to the Company's Human Resources and Organisation Department.

### 3.3 ***Existing procedures for revising the plan***

The Board of Directors will have the right to make non-substantial amendments or additions to the Plan, with the most appropriate methods, that it deems useful or necessary for the better pursuit of the Plan's purposes, having regard to the interests of the Company and the Beneficiaries, while maintaining the same, within the limits permitted by the regulations in force from time to time, the substantial and economic contents of the Plan.

The cases in which the Plan may be revised or implemented differently from the ordinary provisions of the Plan itself are reported below.

#### Extraordinary transactions

In the case of specific events, such as:

- extraordinary transactions on the capital of the Company and thus, by way of example but not limited to, reductions of the capital for losses through the cancellation of shares, increases in the capital of the Company, free or paid, offered under option to shareholders or without option rights, possibly also by release by means of contribution in kind, grouping or splitting of shares;
- mergers or demergers, purchases or sales of equity investments, companies or business units; or
- legislative or regulatory changes or other events likely to affect the Rights, the shares, the Company,

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



### Significant changes in the macro-economic scenario

If, during the Vesting Period, significant changes occur in the macro-economic framework with a significant impact on the key parameters on the basis of which the performance objectives of the Plan are determined, the Board of Directors, on the opinion of the Remuneration Committee, will have the right to modify these indicators and the respective performance objectives, maintaining the substantial and economic contents of the Plan unchanged, within the limits permitted by the regulations in force from time to time.

### Changes in the reference budgets of the years included in the Vesting Period

In the event of a significant revision of the targets of the reference budgets of the years included in the Vesting Period, and so by way of example but not limited to, acquisitions, disposals of companies or business units, which entail a new approval of the same Budget by the Board of Directors, the latter will have the right, subject to the opinion of the Remuneration Committee, to approve any changes in the performance objectives of the Plan in order to adapt them to the changes in the Budget, keeping unchanged, within the limits permitted by the regulations in force from time to time, the substantial and economic contents of the Plan.

## **3.4 *Methods for determining the availability and assignment of shares***

The Shares covered by the Plan will be made available using Treasury Shares to be purchased pursuant to Article 2357 et seq. of the Italian Civil Code.

At the time the Shares are allocated, if the conditions are met, also to be allocated to the Beneficiaries is the Dividend Equivalent, that is, a number of additional Shares allocated to the Beneficiaries at the end of the Vesting Period, equivalent to the sum of any ordinary and extraordinary dividends per share paid by the Company in each year of the Vesting Period that would have been due on the number of shares actually attributed to the Beneficiaries based on the performance levels achieved in the terms and conditions set forth in the Plan multiplied by the number of Shares actually allocated to each beneficiary divided by the average share price recorded in the 90 days prior to the award date.

The Shares allocated as Dividend Equivalent will not be subject to the availability restrictions pursuant to par. 4.6.

## **3.5 *Role performed by each director in the specification of the characteristics of the Plan; any conflict of interest for the directors concerned***

The characteristics of the Plan were approved, with the favourable opinion of the Remuneration Committee, by the Board of Directors, after hearing the opinion of the Board of Statutory Auditors of Tinexta.

Regarding the possible occurrence of situations of conflict of interest with regard to the Directors concerned, to the Chief Executive Officer, to the Key Managers and employees of Tinexta and to the Subsidiaries included among the Beneficiaries, it should be noted that every decision concerning the assignment of Rights and/or the allocation of Shares will remain the exclusive competence of the Board of Directors, which will identify the Beneficiaries by name, with the opinion of the Remuneration Committee as regards the Chief Executive Officer and General Manager and the Key Management Personnel, and on the proposal of the Chief Executive Officer with regard to Key Management Personnel and other Beneficiaries. If the Beneficiary is a Director, the identification will take place with the abstention of the person concerned. It should also be noted that the 2023-2025 incentive

plan was prepared with the constant support of an independent third-party consultant specialised in executive remuneration, after analysing best practices and remuneration benchmarks.

### **3.6 *Date of the decision taken by the body with the power to propose the approval of the plan to the Shareholders' Meeting and of any proposal by the Remuneration Committee, if present***

The Board of Directors approved the 2023-2025 LTI Performance Shares Plan of the Tinexta Group, on 23 February 2023, on the favourable opinion of the Remuneration Committee, which met on 17 February 2023 and, on the same date, the proposal to submit it to the approval of the Shareholders' Meeting to be convened (in single call) on 21 April 2023.

### **3.7 *Date of the decision taken by the competent body with the power to award instruments and of any proposal made to this body by the Remuneration Committee, if present***

The Plan and the financial instruments for its implementation are submitted by the Board of Directors for the approval of the Shareholders' Meeting called on 21 April 2023. After the Shareholders' Meeting, if the Plan is approved, the Board of Directors shall meet to take the decisions relevant for the purposes of the implementation of the Plan itself after consulting with the Remuneration Committee for the aspects lying within its province.

### **3.8 *The market price of the shares recorded on the dates indicated in paragraphs 3.6 and 3.7***

The official stock market price of the Shares recorded at the date of the favourable opinion expressed by the Remuneration Committee on the proposal of the Plan (i.e., 17 February 2023) was equal to €24.50 per Share, while the official stock market price of the Shares recorded on the date in for which the Board of Directors approved the Plan (i.e., 23 February 2023) was equal to €24.04 per Share.

### **3.9 *Controls adopted by the issuer in relation to the timing of assignment of the instruments in implementation of the plan and possible coincidence in time between: (i) said assignment or any decisions taken in this regard by the Remuneration Committee; and (ii) the dissemination of any relevant information pursuant to art. 17 of Regulation (EU) no. 596/2014***

The decisions regarding the assignment of the Rights will be taken by the Board of Directors, after consulting the Remuneration Committee, where necessary, on the proposal of the Chief Executive Officer and General Manager as regards the Key Management Personnel and the other Beneficiaries. As part of the timing for the assignment of the Rights, the Board of Directors and the Remuneration Committee will take into consideration all the information in their possession, subject to compliance with current legislation.

Any delivery of the Shares to the Beneficiaries will take place at a time deferred with respect to the Assignment of the Rights, as indicated in Paragraph 4.18.

Consequently, any disclosure of inside information pursuant to Regulation (EU) no. 596/2014 at the time of the assignment of the Rights would not explain any appreciable effects on the behaviour of the Beneficiaries, who, at that time, cannot carry out any transaction on the Shares covered by the Plan, as their delivery is deferred to a time subsequent to that of the assignment of said Rights.

In any case, the identification of the Beneficiaries, the assignment of the Rights and the delivery of the Shares will be carried out in full compliance with the disclosure obligations imposed on the Company, so as to ensure transparency and equality of information to the market, as well as in compliance with the procedures adopted by the Company. The Beneficiaries are, in turn, required to comply with the provisions on the abuse of privileged information envisaged by the applicable legislation and regulations, as well as by the Group's internal procedures, in particular, with reference to the transactions for the disposal of the Shares that may be subject to assignment after verification of the performance objectives and other conditions set out in the Plan.

## 4. CHARACTERISTICS OF INSTRUMENTS AWARDED

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

The Plan envisages that the Beneficiaries identified by the Board of Directors are assigned Rights free of charge, consisting of the right to the free allocation of Shares by the Company if the performance objectives are achieved.

The assignment of the Rights is communicated to the Beneficiaries by delivery to them of a specific Assignment Letter. The Rights are understood to be assigned once the Letter of Assignment signed by the Beneficiaries has been received by the Company.

The Rights are assigned on a personal basis to each Beneficiary and may not be transferred by deed inter vivos or be subject to restrictions or be the subject of other deeds of disposal for any reason.

Any Shares allocated have regular dividend rights and, therefore, the rights related to them are vested in each Beneficiary starting from the moment in which he/she becomes the holder of the Shares.

At the end of the Vesting Period, the Beneficiaries will also be paid an additional number of Shares equivalent to the ordinary and extraordinary dividends paid by Tinexta during the Vesting Period (Dividend Equivalent), which would have been due on the number of Shares actually allocated to the Beneficiaries in proportion the performance levels achieved under the terms and conditions set out in the Plan.

### 4.2 *Plan implementation period*

The Plan - which will be implemented after the approval of Section I of the "Report on the remuneration policy and remuneration paid" pursuant to art. 123-ter of the TUF, which will be submitted to the vote of the Shareholders' Meeting on 21 April 2023 - has a multi-year duration and provides for a single assignment of shares to the Beneficiaries during the Vesting Period (so-called "closed" plan), without prejudice to the possibility of entry of new Beneficiaries no later than 18 months from the start of the Vesting Period (therefore by 30 June 2024), after which any new Beneficiaries cannot be considered eligible. In the event of the entry of new Beneficiaries, within the eighteenth month, the bonus will be re-proportioned according to the pro-rata principle.



### **4.3 Term of the Plan**

The Plan will end on 31 December 2025.

### **4.4 Maximum quantity of financial instruments that can be assigned**

The maximum number of shares that can be assigned to the beneficiaries pursuant to the Plan (1 January 2023 - 31 December 2025) will be established by the Board of Directors during the implementation of the Plan itself and it will be communicated in accordance with the laws and regulations applicable from time to time. At today's date, taking into consideration the arithmetic mean of the closing price of the Tinexta share in the 90 days included in the period 7 December 2022 - 7 March 2023, it is estimated that the maximum number of shares that can be assigned is 850,000, representing 1, 8% of the share capital, in case of maximum level of achievement of all performance objectives.

### **4.5 Procedures and clauses for the implementation of the plan, specifying whether the actual award of the instruments is subject to some conditions being met or some targets being achieved, including performance targets; description of these conditions and results**

Following receipt of a specific Assignment Letter, the Beneficiaries interested in joining the Plan must deliver to the Company that letter, with the Plan Regulation attached, duly signed and initialled by them as a sign of acceptance, within 15 working days of receipt of the letter, under penalty of forfeiture of the right to participate in the Plan.

The allocation of the Shares to each Beneficiary, as a result of the accrual of the respective Rights, is subject to the occurrence of both the following conditions:

- with regard to each Beneficiary, that at the end of the Vesting Period the Relationship between the Beneficiary and the Company or with the relevant Subsidiary is still in place and has not ceased, with reference to the role held, its status as Beneficiary at the within the Company, the relevant Subsidiary or the Group, except in the case of Good Leaver;
- that the performance objectives for the relevant Vesting Period have been achieved.

If a Beneficiary changes organisational position within the Company or is transferred to one of the Group Companies, the Board of Directors, having consulted the Remuneration Committee where necessary, may make a possible adjustment of the Rights and/or performance objectives attributed to the Beneficiary himself/herself. These elements may be modified in relation to the new position held.

The Rights will accrue in a lump sum depending on the level of achievement of the performance objectives.

The total number of Shares to be awarded is subject to the achievement of the threshold value of at least one of the three performance objectives.

The actual number of Shares allocated to each Beneficiary may not exceed 150% of his/her Target Number of Shares.

The performance objectives of the Plan to be achieved by the Tinexta Group at consolidated level at the end of the Vesting Period are independent and contribute to the determination of the number of Shares to be allocated to the Beneficiaries. In particular, the Objectives Sheet consists of three parameters, each with a specific weight with respect to the total number of Shares attributable, finalized on the basis of the comparison between the target value identified by the Plan and the actual value resulting from the consolidated financial statements of the Tinexta Group in the years of the Plan and the performance analyses of the stock, according to the definitions of the performance objectives reported in this document:

1. Three-year cumulative adjusted EBITDA of the Tinexta Group (relative weight 60%);

2. Relative TSR (relative weight 30%);
3. 2023-2025 Three-Year ESG Plan (relative weight 10%).

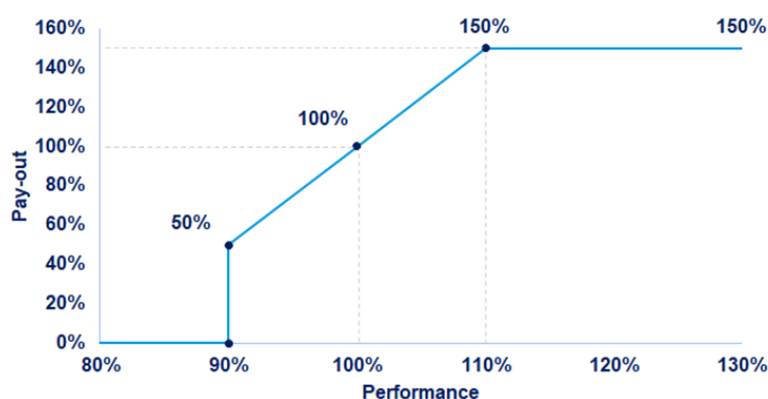
In particular, given the Target Number of Shares for each Beneficiary, the number of Shares to be allocated to that Beneficiary will depend, for 60% of its amount, on the achievement of the performance objective based on the three-year cumulative adjusted EBITDA of the Tinexta Group, 30% from the achievement of the performance target based on the relative TSR and for the remaining 10% from the achievement of the performance target based on the ESG Indicator related to the 2023-2025 Three-Year ESG Plan, all in accordance with the paragraphs that follow. For further clarification, this means that the achievement (partial or total) of a performance objective may give rise, regardless of the achievement (partial or total) of the other performance objective, to the Allocation of Shares.

1) Target based on the three-year cumulative adjusted EBITDA of the Tinexta Group (relative weight 60%)

The target objective is the three-year cumulative adjusted EBITDA<sup>1</sup>, defined as the sum of the adjusted EBITDA of the 2023, 2024 and 2025 budgets approved by the Board of Directors. At the end of the Vesting Period, performance will be measured by adding the final EBITDA of each year, calculated on an equivalent perimeter with respect to the perimeter of each of the three budget years. Performance will be assessed by comparing the cumulative final value of the three years with the target defined by the sum of the approved budgets (i.e. it will not detect the achievement of the target objectives year by year).

The Threshold Objective is equal to 90% of the Group's cumulative adjusted EBITDA Target and the Maximum Objective is equal to 110% of the Target Objective.

The incentive curve envisages a change in the number of Shares between 50% (corresponding to the Threshold Objective) and 150% (corresponding to the Maximum Objective) of the Target Number of Shares, as shown in the following image:



If, at the end of the Vesting Period, a cumulative adjusted EBITDA of the Tinexta Group is achieved:

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<sup>1</sup> Adjusted EBITDA is calculated as the consolidated EBITDA gross of the cost relating to equity plans and medium/long-term incentives for Key Management Personnel, gross of non-recurring components and net of the write-down of receivables.

- a) to an extent lower than the Target Threshold, each Beneficiary who is entitled will be allocated a number of Shares equal to 0% of the respective Target Number of Shares pertaining to the cumulative adjusted EBITDA Objective;
  - b) to an extent between the Threshold Objective and the Target Objective, each Beneficiary who is entitled will be allocated a number of Shares to increase, according to a criterion of progression and linear interpolation, between 50% and 100% of the respective Target Number of Shares vesting with relevance to the cumulative adjusted EBITDA Objective (i.e. relative weight 60%);
  - c) to an extent between the Target Objective and the Maximum Objective, each Beneficiary who is entitled will be assigned a number of Shares to grow, according to a criterion of progression and linear interpolation, between 100% and 150% of the respective Target Number of Shares vesting with relevance to the Objective Adjusted cumulative EBITDA (i.e. relative weight 60%);
  - d) to an extent exceeding the Maximum Objective, each Beneficiary who is entitled will be allocated a number of Shares equal to 150% (cap) of the respective Target Number of Shares that accrue with relevance to the cumulative adjusted EBITDA Objective (i.e. relative weight 60%).
- 2) Target based on the relative Total Shareholder Return (relative TSR) (relative weight 30%)

The relative TSR represents the overall return for a shareholder given by the increase in the price of the share during a reference time period and any dividends paid in the same period, compared to the TSR level of the companies belonging to the FTSE Italia All-Share index that includes the set of listed companies of the FTSE MIB, FTSE Mid Cap and FTSE Small Cap.

The TSR is calculated according to the following formula:

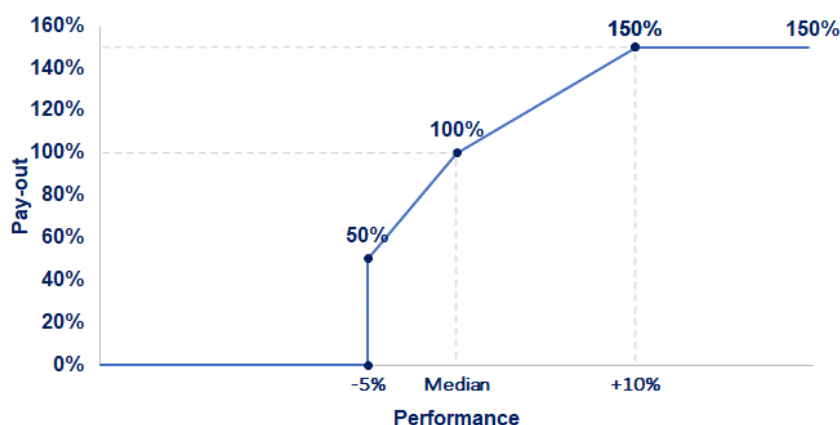
$$\text{TSR} = \frac{\text{Share price period end} - \text{Share price period start} + \text{Dividend paid in the period}}{\text{Share price period start}}$$

Where for:

- “Period end” means the arithmetic average of the stock market price of the ordinary Share in the 90 days prior to the end of the last year of the Vesting Period;
- “Period start” means the arithmetic average of the stock market price of the ordinary share in the 90 days prior to the start of the first year of the Vesting Period.

The Target Objective linked to the relative TSR is the median value of the TSR of the FTSE Italia All-Share, while the Threshold Objective and the Maximum Objective are respectively equal to -5% with respect to the median value of the TSR of the FTSE Italia All- Share and + 10% compared to the median value of the TSR of the FTSE Italia All-Share.

The incentive curve envisages a change in the number of Shares between 50% (corresponding to the Threshold Objective) and 150% (corresponding to the Maximum Objective and exceeding the same) of the Number of Target Shares, according to a progression criterion and linear interpolation, as shown in the payout curve illustrated in the following image:



If, at the end of the Vesting Period, a relative TSR is reached:

- a. to an extent lower than the Threshold Objective, each Beneficiary who is entitled will be allocated a number of Shares equal to 0% of the respective Target Number of Shares pertaining to the relevant TSR;
- b. to an extent between the Threshold Objective and the Target Objective, each Beneficiary who is entitled will be allocated a number of Shares to increase, according to a criterion of progression and linear interpolation, between 50% and 100% of the respective Target Number of Shares vesting with relevance to the relative TSR Objective (i.e. relative weight 30%);
- c. to an extent between the Target Objective and the Maximum Objective, each Beneficiary who is entitled will be assigned a number of Shares to grow, according to a criterion of progression and linear interpolation, between 100% and 150% of the respective Target Number of Shares vesting with relevance to the relative TSR Objective (i.e. relative weight 30%);
- d. to an extent exceeding the Maximum Objective, each Beneficiary who is entitled will be allocated a number of Shares equal to 150% (cap) of the respective Target Number of Shares that vest with relevance to the relative TSR Objective (i.e. relative weight 30%) .

### 3) Target based on the ESG indicator (relative weight 10%).

With regard to the ESG objective, an indicator will be included related to the three-year commitments described in the ESG policies that Tinexta published in December 2022 following the approval steps by the Chief Executive Officer and the Board of Directors, insofar as they are responsible, and with the favourable opinion of the Control, Risk and Sustainability Committee.

In particular, a work plan was presented which envisages, during 2023, analysing the state of the art of each of the ESG policies within the Group's Subsidiaries in order to standardize compliance and application in the Group. The purpose of this activity will be to identify the existing gaps with respect to the contents of the policies for each Company and define specific action plans aimed at aligning each Company with the ESG commitments contained therein, over the three-year period 2023-2025.

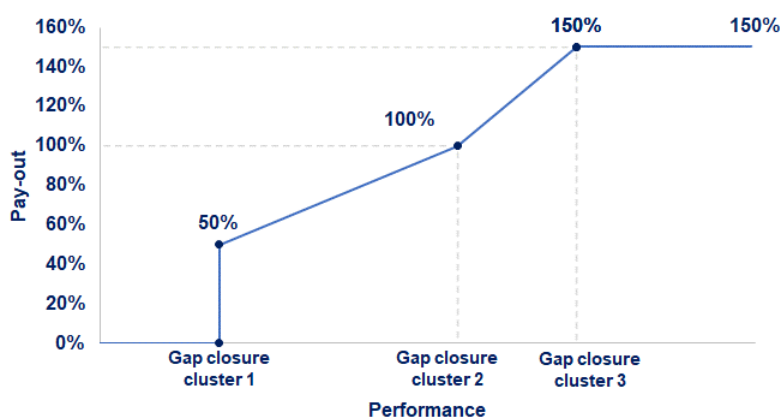
The initiatives implemented to fill the gaps identified will be examined and their implementation monitored by the Company's ESG Committee, periodically brought to the attention of the Control, Risk and Sustainability Committee and the Board of Directors of the Company and reported in the Consolidated Non-Financial Statement (CNFS) of each year.

The performance levels relating to the ESG indicator refer to the closure of all gaps identified by the ESG Action Plans of the Subsidiaries (scope as at 1 February 2023). The closure of the aforementioned gaps is measured with respect to 3 performance levels defined as follows:

- threshold: Subsidiaries that represent 60% of the turnover of the Tinexta Group (Cluster 1);
- target: Subsidiaries that represent 90% of the turnover of the Tinexta Group (Cluster 2);
- maximum: all Subsidiaries of the Tinexta Group (Cluster 3).

The Target Objective is represented by the closure of the gaps detected for the Subsidiaries which represent 90% of the Group's consolidated turnover, the Threshold Objective is represented by the closure of the gaps for the Subsidiaries which represent 60% of the Group's consolidated turnover and the Maximum Objective from the closure of gaps by 100% of the Group's Subsidiaries.

The incentive curve envisages a change in the number of Shares between 50% (corresponding to the Threshold Objective) and 150% (corresponding to the Maximum Objective) of the Target Number of Shares, according to a criterion of progression and linear interpolation, as shown in the payout curve illustrated in the following image:



If, at the end of the Vesting Period, the ESG Objective is achieved:

- to an extent lower than the Threshold Objective, each Beneficiary who is entitled will be allocated a number of Shares equal to 0% of the respective Target Number of Shares pertaining to the ESG indicator (i.e. relative weight 10%);
- to an extent between the Threshold Objective and the Target Objective, each Beneficiary who is entitled will be allocated a number of Shares to increase, calculated according to a criterion of progression and linear interpolation, between 50% and 100% of the Target Number of Shares vesting with relevance to the level of achievement of the ESG Objective (i.e. relative weight 10%);
- to an extent between the Target Objective and the Maximum Objective, each Beneficiary who is entitled will be assigned a number of Shares to increase, calculated according to a criterion of progression and linear interpolation, between 100% and 150% of the respective Target Number of Shares vesting with relevance to the ESG Objective (i.e. relative weight 10%);
- to an extent exceeding the Maximum Objective, each Beneficiary who is entitled will be allocated a number of Shares equal to 150% (cap) of the respective Target



Number of Shares that vest with relevance to the ESG Objective (i.e. relative weight 10%).

#### **4.6 Availability restrictions imposed on the instruments assigned or on the instruments deriving from the exercise of the assigned instruments (Holding Period)**

The Rights will be assigned on a personal basis to each Beneficiary and may not be transferred by deed inter vivos or be subject to restrictions or be the subject of other deeds of disposal for any reason whatsoever.

In particular, the Chief Executive Officer and General Manager will have the obligation to continuously hold - net of the transferable Shares for the payment of tax, social security and welfare charges, where due, connected to the allocation of the Shares - a number of Shares accrued equal to 50%, of which half until the expiry of 12 months from the delivery of the Shares and the remaining half until the expiry of 24 months from the delivery of the Shares.

In particular, the Key Management Personnel will have the obligation to continuously hold - net of the transferable Shares for the payment of tax, social security and welfare charges, where due, connected to the allocation of the Shares - a number of Shares accrued equal to 30%, of which half until the expiry of 12 months from the delivery of the Shares and the remaining half until the expiry of 24 months from the delivery of the Shares.

These Shares may not be sold, transferred, exchanged, carried forward, or be subject to other acts of inter vivos disposal, unless authorised in writing by the Board of Directors, subject to the opinion of the Remuneration Committee.

The obligation to hold the Shares subsequent to the allocation date does not apply to the additional Shares allocated to the beneficiaries as Dividend Equivalent.

#### **4.7 Any termination conditions in relation to the plan in the event that the recipients carry out hedging transactions that make it possible to neutralise any prohibitions on the sale of the assigned instruments**

It is forbidden for the Beneficiaries - and entails the forfeiture of the Right to the Allocation of the Shares - to carry out hedging transactions that make it possible to alter or invalidate the alignment to the risk inherent in the incentive mechanisms based on financial instruments.

#### **4.8 Effects caused by termination of the employment or directorship relationship**

Since the right to receive the Shares is functionally linked to the continuation of the relationship between the Beneficiaries and the Company or its Subsidiaries, in the event of termination of the relationship, the provisions of this Article will apply, unless otherwise decided by the Board of Directors, subject to the opinion of the Remuneration Committee, in a more favourable sense for the Beneficiaries.

In the event of termination of the relationship between the beneficiaries of the LTI Plan and Tinexta or its Subsidiaries before the actual disbursement of the incentive, the provisions of Good Leaver and Bad Leaver will apply.

Good Leaver means the following cases of termination of the relationship:

- death or permanent disability of the Beneficiary exceeding 66%;

- voluntary resignation of the beneficiary who meets the statutory pension requirements and in the following 30 days has submitted a request to access the related treatment;
- transfers and/or contributions of branches of companies or companies of the Group;
- resignation for just cause, where the just cause is established by the Judicial Authorities;
- consensual termination of the relationship, whether business or administrative, where specific agreements are deemed appropriate in relation to the Plan to be assessed on a case-by-case basis. This provision may also be applied in the event of dismissal for objective reasons.

Bad Leaver means all the following cases of termination of the relationship:

- voluntary resignation (reference is made to the date of resignation);
- disciplinary dismissal (reference is made to the effective date of the same).

In the event of termination of the Relationship in one of the cases of Bad Leaver, before the actual disbursement of the incentive, the Beneficiary will definitively and fully lose the right to the payment of the entire accrued incentive.

In the event of termination of the relationship following a Good Leaver hypothesis between the beginning and the end of the Vesting Period, as regulated in Article 9, the Beneficiary (or his/her heirs) will retain the right to receive a pro-rata quantity of Shares corresponding to the pro-rata of the Rights to receive Shares assigned before the date of termination of the Relationship. It is understood that the verification of the achievement of the performance targets to determine the number of Shares to be allocated will be carried out with reference to the consolidated financial statements relating to the last financial year of the Vesting Period and that the pro-rata will be determined with reference to the calculation unit, the fiscal month. Specifically, the month of termination will be included in the pro rata calculation if the termination takes effect after the 15th day of the month.

In the event of termination of the relationship as a result of a Bad Leaver hypothesis between the beginning and the end of the Vesting Period, the Beneficiary will definitively and fully lose the right to receive the Shares.

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

#### **4.9 Indication of any other cause for the cancellation of the plan**

The Beneficiary will definitively lose the right to the allocation of the Shares as a result of: (i) both directly and indirectly, also through legal transactions aimed at this effect, attempted transfer inter vivos or in application of rules of law; (ii) submission of the Rights to pledge or other real right, to charges, seizure, attachment or constraints (current, possible, future and/or conditional) of any nature, both real and personal or (iii) granting as guarantee of the Rights.

If, during the Vesting Period:

- should a Change of Control occur;
- a public purchase offer or a public exchange offer concerning the Shares is concluded;  
or
- the listing of the Shares at the EXM is revoked (so-called delisting) or resolutions and/or commitments are made that make the delisting certain,

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

Any early allocation of the Shares will be carried out - pro rata - for all Beneficiaries.

#### **4.10 Reasons relating to any provision for a “redemption” of the shares by the Company**

If objective circumstances emerge, which show that the data on the basis of which the accrual of the right to the allocation of the Shares was verified was manifestly incorrect, the Company may withhold all or part of the portion of the Bonus unduly due with consequent definitive extinction of all rights in this regard, or requesting - to the extent possible pursuant to the applicable regulations (a) the return of the Shares, less a number of Shares of a value corresponding to the tax, social security and welfare charges connected to the allocation of the Shares or if the Shares had already been sold, (b) the return of the sale value, less the amount corresponding to the tax, social security and welfare charges related to the allocation of the Shares, possibly also by offsetting them with salaries and/or severance pay of the Beneficiary (“Claw-back right”).

The manifest error that may characterise the data is to be understood if the following occurs: (i) a results calculation error resulting in the achievement of a result (basis for payment of a variable form) that would not have been achieved or would have been achieved to a different extent without a material error; (ii) malicious alteration of the data used to achieve the result or in any case of the data on the basis of which the disbursement or attribution of the Bonus was ordered, in order to achieve the right to the incentive; (iii) the achievement of results through conduct contrary to legal provisions or company regulations - violation of the Organisation, Management and Control Model and Code of Ethics pursuant to Italian Legislative Decree no. 231/2001 or the internal procedures of the Company or its Subsidiaries - and/or the Plan regulations.

The Company also reserves the right to exercise the Claw-back clause if the Beneficiary is found to be liable, with wilful misconduct or gross negligence, for violations of laws and/or regulations, of the Code of Ethics or of the company rules that present a pertaining to or involving a relapse within the scope of the Relationship, affecting the relative fiduciary assumption, even where such behaviours have not had a direct impact on the achievement of the results and the accrual of the right to the allocation of the Shares.

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

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

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

If, during the Vesting Period and up to the time of the actual allocation of the Shares, events of exceptional gravity should occur which - at the sole discretion of the Remuneration Committee and the Board of Directors - have a negative impact on the entire Company,



Tinexta will have the right to cancel the Rights relating to this Plan with reference to the Beneficiaries deemed by role, autonomy and responsibility in the conditions of being able to avoid, or in any case contribute to avoiding, using common diligence, such extraordinary events.

It is also understood that, if such extraordinary events occur after the allocation of the Shares pursuant to the Plan, Tinexta - if the conditions exist, on the basis of the unquestionable judgment of the Remuneration Committee and the Board of Directors and exclusively towards the Beneficiaries deemed by role, autonomy and responsibility in the conditions of being able to avoid, or in any case contribute to avoiding, using common diligence, the extraordinary events described above - may activate the Claw-back clause.

#### **4.11 Any loans or other facilities for the purchase of shares**

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

#### **4.12 Assessment of the expected burden for the Company at the date of the award, as calculated under the terms and conditions already specified, in terms of total amount, for each instrument of the plan**

As at the Information Document Date, it is not possible to quantify the charge for the Company as it will depend on the number of Rights accrued as well as on the market value of the Shares at the time of delivery of the same and will be communicated pursuant to art. 84-bis of the Issuers' Regulation.

#### **4.13 Any dilutive effects determined by the Plan**

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

#### **4.14 Limits to the exercise of voting rights and the attribution of property rights**

The Shares subject to allocation pursuant to the Plan will have regular dividend rights and, therefore, the rights related to them are vested in each Beneficiary starting from the moment in which he/she becomes the holder of the Shares.

The Plan does not provide for limits on the exercise of property rights and voting rights in relation to the Shares that will be allocated under the Plan.

#### **4.15 If the shares are not traded on the regulated markets, information to be used for a complete assessment of the value to be given to them**

Not applicable as the Plan provides for the allocation of Tinexta Shares, traded on the EXM.

#### **4.16 Number of financial instruments underlying each option**

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

#### **4.17 Expiration of the options**

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

#### **4.18 Exercise type (American/European), schedule (e.g. periods valid for the exercise) and clauses (for example, knock-in and knock-out clauses)**

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

#### **4.19 The exercise price of the option or the procedures and criteria for its calculation, in particular: a) the formula to calculate the exercise price in regard to a specific market price ("fair market value") (for example: exercise price equal to 90%, 100% or 110% of market price), and b) the procedures to calculate the market price taken as reference to calculate the exercise price (for example: last price of the day before the assignment, average of the day, average of the last 30 days, etc.)**

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

#### **4.20 If the exercise price is not the same as the market price calculated as indicated in 4.19.b (fair market value), reasons for this difference**

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

#### **4.21 Criteria according to which different exercise prices are envisaged for different parties or different categories of recipients**

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

#### **4.22 If the financial instruments underlying the options are not traded on regulated markets, value that can be attributed to the underlying instruments or criteria to calculate this value**

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

#### **4.23 Criteria for the adjustments made necessary by one-off operations on capital and other transactions that involve a change in the number of underlying instruments (capital increases, extraordinary dividends, consolidation or splitting of underlying shares, mergers and spin-offs, conversion into other classes of shares, etc.)**

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

**4.24** *The issuers of shares add the attached table no. 1 by filling in: a) in any case, section 1 of parts 1 and 2 in the fields of specific interest; b) section 2 of tables 1 and 2, filling in the fields of specific interest, on the basis of the characteristics already defined by the Board of Directors. For the members of the Board of Directors or the Management Board, the general managers and other Key Managers of the listed issuer may be provided by reference to the information published pursuant to art. 84-quater the data of section 1, table no. 1 and the information required in paragraph 1 of which: (i) point 1.1; (ii) letters a) and b) of point 1.3; (iii) letters a) and b) of point 1.4.*

The following table shows the information referred to in Section 2, Table 1 of the table in Schedule 7 of Annex 3A of the Issuers' Regulation, on the basis of the characteristics already defined by the Company's Board of Directors.

The table will be more detailed at the time of implementation of the Plan and additional information will be made available according to the methods and terms set forth in Article 84-bis, paragraph 5, lett. a) of the Issuers' Regulation.

INSTRUMENTS FOR NEW ASSIGNMENT ON THE BASIS OF THE DECISION OF THE BOARD OF PROPOSALS FOR THE SHAREHOLDERS' MEETING

| Surname and name or category | Position (only for parties indicated by name) | Date of resolution of Shareholders' Meeting | Type of financial instruments | Number of financial instruments | Assignment date | Any purchase price of the instruments | Market price on date of assignment | Vesting Period |
|------------------------------|---|---|-------------------------------|---------------------------------|-----------------|---------------------------------------|------------------------------------|----------------|
| Pier Andrea Chevallard       | Chief Executive Officer                       |   |                               | T.B.D.                          | T.B.D.          |                                       |                                    |                |
| Key Management Personnel     |   | 21 April 2023                               | Shares of Tinexta S.p.A.      | T.B.D.                          | T.B.D.          | N/A                                   | N/A                                | Three-year     |
| Other beneficiaries          |   |   |                               | T.B.D.                          | T.B.D.          |                                       |                                    |                |