FERRAGAMO

REPORT OF THE BOARD OF DIRECTORS ON THE PROPOSAL UNDER ITEM 3 ON THE AGENDA, IN ORDINARY PART, OF THE SHAREHOLDERS' MEETING OF SALVATORE FERRAGAMO S.P.A., CONVENED IN A SINGLE CALL, IN ORDINARY AND EXTRAORDINARY SESSION, FOR APRIL 26, 2023

(prepared pursuant to Article 125-ter of Legislative Decree No. 58 of February 24, 1998, as amended and supplemented)

3. ***Approval, in accordance with Article 114-bis of Legislative Decree No. 58 of February 24, 1998 ("TUF"), of an incentive plan called "Performance Plan and Restricted Shares 2023 - 2025" reserved for directors and/or employees and/or collaborators of the Company and Salvatore Ferragamo Group companies. Related and consequent resolutions.***

Shareholders,

On March 2, 2023, the Board of Directors of Salvatore Ferragamo S.p.A. (the "**Company**"), on the proposal of the Nominations and Remuneration Committee, resolved to propose to the subsequent Shareholders' Meeting, convened in a single call for April 26, 2023, the approval of the incentive plan called " *Performance and Restricted Shares 2023-2025*" (the "**LTI Plan"** or the "**Plan**"), which provides for the free assignment of ordinary shares (*stock grant*) (the "**Shares**") to certain employees and/or directors and/or collaborators of Company and/or other companies belonging to the Salvatore Ferragamo Group (the "**Group**"), who will be individually identified, for each of the three cycles into which the Plan is divided (the first relating to the 2023-2025 vesting period, the second relating to the 2024-2026 vesting period, and the third relating to the 2025-2027 *vesting* period) at the sole discretion of the Company's Board of Directors, after receiving the opinion of the Nomination and Remuneration Committee.

This report sets forth the main features of the Plan, in order to enable Shareholders to evaluate this proposed resolution in accordance with Article *114-bis* of Legislative Decree No. 58 of February 24, 1998, as subsequently amended and supplemented (the "**TUF**"), it being understood that, for full disclosure, please refer to the Disclosure Document prepared pursuant to Article 84-bis of Consob Regulation No. 11971/99, as subsequently amended and supplemented (the "**Issuers' Regulation**") and in accordance with Template No. 7 of Annex 3A, attached to this report as an integral part thereof.

1. *<u>Reasons for adopting the Plan.</u>*

The Plan, in full compliance with applicable regulations as well as in line with best practice in this area, including the recommendations of the Corporate Governance Code for Listed Companies of Borsa Italiana S.p.A. in the January 2020 edition, represents a form of medium-to-long term incentive aimed at motivating and retaining (until the complete execution of the strategic plan presented on May 10, 2022, the "**Strategic Plan**") individuals invested with relevant functions with reference to the activity carried out by the Company and the Group by aligning their interests with those of the *stakeholders*, in a logic of sustainability and value creation in the medium-to-long term .

2. *<u>The beneficiaries of the Plan</u>*

The Plan is reserved for selected employees and/or directors and/or collaborators of the Company and/or other companies belonging to the Group, who are considered key resources for the pursuit of sustainable success in the medium to long term, and who will be identified by the Company's Board of Directors, after obtaining the opinion of the Nomination and Remuneration Committee (for each of the cycles of the Plan), at its sole discretion (the "**Beneficiaries**").

3. <u>Methods of implementation of the First Cycle of the Plan (2023-2025)</u>

The Plan is divided into three cycles. The first covering the 2023-2025 vesting period, the second covering the 2024-2026 vesting period, and the third covering the 2025-2027 *vesting* period.

Each individual cycle of the LTI Plan includes:

a) the free grant to the Beneficiaries of a certain number of initial rights (the "**Initial Rights**") to achieve (each) ownership of 1 share of the Company (a "**Share**"), subject to the achievement of *retention* and *performance* targets, as well as, in aggregate, any additional number of rights upon the expiration of each *vesting* period;

b) the definition, at the stage of allocation of Initial Rights, of performance indicators for each cycle;

c) the awarding of Shares to Beneficiaries, depending on the level of *performance* indicators achieved and in relation to the achievement of *retention* targets, at the end of each *vesting* period and subject to verification of the fulfillment of the conditions set out in the Plan.

The vesting of Initial Rights-divided into an amount equal to 75% of the same, linked to the achievement of *retention* and *performance targets* (the "**Performance Rights"),** and the remaining amount equal to 25% linked to the achievement of *retention-only* targets (the "**Retention Rights**")-and the corresponding allocation of Shares will be subject to review by the Board of Directors:

a) with respect to Performance Rights, of the achievement of the condition of permanence of the employment and/or collaboration and/or administrative relationship between the Beneficiary and the Company and/or other Group company (the "**Relationship**") at the end of the *vesting period of each cycle of the* Plan and the level of achievement of one or more *performance* indicators at the end of the *vesting* period of each cycle of the Plan; and

b) with regard to Retention Rights, of the attainment of the sole condition of permanence of the Relationship at the end of the *vesting* period of each cycle of the Plan.

The relevant indicators for the vesting of Performance Rights (the "**Performance Indicators**") for the first Cycle of the Plan (2023-2025) are divided between economic-financial performance indicators (consistent with the Strategic Plan) and ESG indicators (in accordance with the recommendations of the Corporate Governance Code and market best practices) and are as follows:

a) average growth % *product net sales, by which* is meant the sum of sales in the *retail* and *wholesale* channel (as reported in the financial statements) net of allocations and returns (other revenue components such as *royalties*, *hedging*, *rental income*, etc., are therefore not included);

b) cumulative EBITDA over the three-year period, by which is meant operating income (as reported in the financial statements) before depreciation and amortization of tangible and intangible assets and right-of-use assets;

c) average ROIC over the three-year period 2023-2025, by which is meant net income for the period (as reported in the Salvatore Ferragamo Group's annual consolidated financial statements for the year of reference) divided by average *adjusted net invested capital* (the latter represented by net invested capital excluding assets for right-of-use and those classified as investment properties);

d) ESG, which represents the level of achievement of objectives related to the environmental and social sustainability of the Group's activities. These objectives are:

   (i) metric on climate: 100% renewable energy in all corporate locations worldwide by 2029;

   (ii) gender pay gap measurement for employees of the Company and subsidiaries in North America, Korea and China;

   (iii) uni PdR 125/22 certification (i.e. certification on the effective adoption of the management system for gender equality with respect to 6 main areas: Culture and Strategy, Governance, HR Processes, Opportunities for Women's Growth and Inclusion in the Company, Gender Pay Equity, Parental Protection and Work-Life Balance).

The number of Initial Rights (Performance Rights plus Retention Rights) will be determined by the Board of Directors with the approval of the Nomination and Remuneration Committee on the basis of an indicator equal to a multiple/percentage of each Beneficiary's fixed compensation and dividing this monetary equivalent by the average of the official price of the Shares in the 30 days preceding January 1 of the year of the beginning of each Plan cycle.

Subsequent to the completion of the *vesting* period of each cycle of the LTI Plan, each of the Beneficiaries will, in addition, be granted, free of charge, an additional number of rights calculated according to the Initial Rights accrued and the cumulative amount of dividends per Share distributed to the Company's shareholders during the period between the first day of the *vesting* period and the day before the date of grant of the Shares (both inclusive).

The allocation of Shares is further conditional:

a) To the permanence (not in notice period) of the Relationship; and

b) to the absence of particularly serious violations of the Group's Code of Ethics resulting in termination of employment.

The Shares, in the number corresponding to the relevant total rights, shall be assigned to the Beneficiaries, by appropriate notice from the Company, no later than the 30th (thirtieth) calendar day following the date of approval of the consolidated financial statements for the fiscal year of the last year of each cycle.

For more information on the structure and terms and conditions of the Plan, please refer to the Information Document.

4. Availability constraints on the Shares or on the option rights granted, with particular reference to the terms within which subsequent transfer to the same company or to third parties is permitted or prohibited

Prohibition of Rights Transfer

The Initial Rights will be granted to the Beneficiaries in their personal capacity and may not be transferred by deed between living persons, nor may they be subject to liens or be the subject of other acts of disposition for any reason whatsoever (deed of transfer being understood to mean any and all transactions by which the effect of transferring the rights to third parties is obtained, directly or indirectly, including gratuitous deeds, exchanges and contributions).

Any attempted sale, assignment, lien or transfer made in violation of this paragraph, as well as the execution of rights *hedging* transactions by the Beneficiaries prior to the allotment of the Shares shall be considered illegitimate and ineffective against the Company and, in any event, shall automatically result in the loss of any rights connected with and/or related to the Plan.

Lock-up commitments

The Beneficiaries who will be identified by the Board of Directors (subject to the opinion of the Nomination and Remuneration Committee) from among those who report directly to the Chief Executive Officer and General Manager of the Company and/or who have responsibility for a so-called "*region*," for the period during which they hold that role (or a role that is otherwise similar, reporting directly to the Chief Executive Officer and General Manager of the Company) will be obliged to hold continuously, until the end of the 2nd calendar year following the end of each *vesting* period, all the Shares granted under the Plan.

These Shares shall be subject to a restriction of inalienability - and therefore may not be sold, contributed, exchanged, given as a carry-over, or the subject of other acts of disposition between living persons - until the expiration of the above terms.

The constraints referred to in this paragraph will remain even in the event of termination of the Relationship, for whatever reason, except only for "*good leaver*," death or total and permanent disability resulting in termination of the Relationship.

For more information on the availability constraints on the Shares under the Plan, please refer to the Information Document.

5. More information

The Plan does not receive any support from the special Fund to encourage workers to participate in businesses, referred to in Article 4, Paragraph 112, of Law No. 350 of December 24, 2003.

* * *

The following proposed resolution is then submitted to the Shareholders' Meeting for approval:

*"The Ordinary Shareholders' Meeting of Salvatore Ferragamo S.p.A., having examined the report of the Board of Directors prepared pursuant to Article 125-ter of Legislative Decree No. 58 of February 24, 1998 (the "**TUF**") and the information document prepared pursuant to Article 84-bis of the regulations adopted by Consob Resolution No. 11971/1999 (the "**Issuers' Regulations**")*

resolves

- *To approve, pursuant to and for the purposes of Article 114-bis of the TUF, the plan called "Performance Plan and Restricted Shares 2023 - 2025" (the "**Plan**") in favor of employees and/or directors and/or collaborators of the Company and/or other companies belonging to the Group, the main terms, conditions and implementation methods of which are explained in the Board of Directors' report and the Information Document prepared pursuant to Article 114-bis of the TUF and Article 84-bis of the Issuers' Regulations and attached to the Board of Directors' report;*
- *to grant the Board of Directors, with express authority to sub-delegate , any broader powers necessary or appropriate to fully and completely implement the Plan including, by way of example but not limited to, the power of :*
  - *(i) identify the beneficiaries and determine the number of rights to be allocated to each of them;*

FERRAGAMO

(ii) *exercise all duties and functions assigned to the Board of Directors by the Plan Information Document and make related determinations (including the duties and powers assigned to the Board with respect to the existing procedures for reviewing the Plan set forth in the Plan Information Document and the Plan regulations) ;*

(iii) *make such amendments and/or additions to the Plan (and to the related regulations) as are deemed necessary and/or appropriate in order to maintain unchanged, within the limits allowed by the legislation applicable from time to time, the substantial and economic contents of the Plan as well as to ensure constant compliance with the legislation (including regulations) applicable from time to time , in the event of extraordinary transactions on the Company's capital (such as, by way of example but not limited to: mergers; demergers; reductions in capital, including for losses through cancellation of shares; reductions in the nominal value of Shares for losses; increases in the Company's capital, whether free or against payment, offered under option to shareholders or without option rights, possibly also to be paid for by contribution in kind; distribution of extraordinary dividends to shareholders; regrouping or splitting of Shares; events of an extraordinary and/or non-recurring nature and/or not attributable to the typical activity of the Company and/or the Group, considered to be of particular significance and/or not currently envisaged by management plans, which entail a significant change in the Group's scope of operations; significant changes in the macroeconomic and/or competitive scenario; extraordinary events of significant impact outside the levers of management action; legislative or regulatory changes or changes in the Corporate Governance Code; or other events likely to affect the rights, the Shares, the Group and/or the Plan); in such cases, the Board of Directors may amend, supplement or decrease, inter alia, but not limited to: (A) the definition and/or the maximum number and/or the characteristics of the rights granted to the beneficiaries of the Plan and/or of the Shares covered by the Plan, taking into account the number of the Company's treasury Shares from time to time in existence and/or the number of new ordinary Shares of the Company resulting from any capital increases resolved to service the Plan and/or any additional incentive plans and the rights already granted under the Plan and/or any additional incentive plans, including share-based; (B) the conditions under which the Shares are granted; and (C) the performance indicators;*

(iv) *in the event of (A) the promotion of a tender offer or a public exchange offer or delisting, proceed to the acceleration of the Plan, with the allocation (including through the relevant monetary countervalue) of all (or part) of the Shares (possibly re-proportioned ratione temporis on the basis of the portion of the vesting period already elapsed and/or the level of achievement of the performance indicators at the time of the acceleration) in advance of the terms set forth in the regulations of the Plan and, if applicable, also regardless of the fulfillment of all or part of the conditions set forth in the regulations of the Plan; in the event of (B) the completion (including as a result of a transaction referred to in (A) above) of a change of control transaction (meaning exclusively a transaction in which a third party other than the current reference shareholder acquires legal control of the Company), to assign the Shares to the Beneficiaries, with elimination of the lock-up period (including through the payment of the relevant monetary consideration), in advance of the terms set forth in the regulations of the Plan and regardless of the fulfillment of all or part of the conditions set forth therein; and*

FERRAGAMO

(v) perform any act necessary and/or appropriate to finalize any documents necessary or appropriate in connection with the Plan and give concrete implementation to the Plan, including fulfilling the related disclosure obligations to Consob and the market, as well as, in general, implement these resolutions."

Florence, March 16, 2023

For the Board of Directors.

The Chairman

Leonardo Ferragamo

Attachment: Information document on the First Cycle (2023-2025) of the Performance Plan and Restricted Shares 2023-2025

FERRAGAMO

INFORMATION DOCUMENT
(prepared pursuant to Article *114-bis* of the TUF and Article *84-bis* of the Issuers' Regulation)

RELATED

TO THE FIRST CYCLE (2023-2025)

OF THE STOCK GRANT'S PLAN NAMED

PERFORMANCE PLAN AND RESTRICTED SHARES 2023-2025

Approved by the Board of Directors of the Company
on 2 March 2023

INDEX

INTRODUCTION

This information document (the "**Information Document**"), prepared in accordance with the provisions of Articles *114-bis* of Legislative Decree no. 58 of 24 February 1998, (the "**TUF**") and *84-bis*, paragraph 1, of the regulation adopted by Consob with resolution no. 11971 of 14 May 1999 (the "**Issuers' Regulation**"), as well as Schedule 7 of Annex 3A of the Issuers' Regulation, concerns the first cycle (2023-2025) of the LTI *stock grant* plan of Salvatore Ferragamo S.p.A. ("**Salvatore Ferragamo**" or the "**Company**") named Performance Plan and Restricted Shares 2023-2025 approved by the Board of Directors at its meeting held on 2 March 2023 (the "**LTI Plan"** or the "**Plan**") and submitted for approval to the Shareholders' Meeting convened in a single call for 26 April 2023.

The Plan is divided into three cycles (the first relating to the 2023-2025 vesting period, the second relating to the 2024-2026 vesting period and the third relating to the 2025-2027 vesting period) and provides for, for each cycle, the assignment, under the terms and conditions set out below, of Shares in the Company to certain employees and/or directors and/or collaborators of the Company and/or other companies belonging to the Salvatore Ferragamo Group (the "**Group**"), who will be individually identified (for each cycle of the LTI Plan) at the sole discretion of the Company's Board of Directors, after consulting with the Nomination and Remuneration Committee, from among the employees and/or directors and/or collaborators of the Company and the Group considered to be key resources (and, therefore, to be *retained with a* view to *retention*) for the purposes of pursuing sustainable success in the medium-long term (the "**Beneficiaries**").

The Plan is therefore aimed at strengthening the alignment of interests between *management* and all Group *stakeholders*, fostering in particular motivation and loyalty to the Company and the Group.

The Plan is to be considered as "*significant plan*" pursuant to Article *114-bis*, paragraph 3, of the TUF and Article *84-bis*, paragraph 2, of the Issuers' Regulation, as it is also addressed to executives with strategic responsibilities of the Company or to directors of Subsidiaries.

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

The Information Document is made available to the public at Salvatore Ferragamo's registered office at Via Tornabuoni 2, 50123 Florence, at the storage mechanism for regulated information SDIR-NIS, managed by Teleborsa S.r.l., at www.emarketstorage.com and on the Company's *website at* www.group.ferragamo.com, section *Governance* - Shareholders' Meeting 2023 as well as *Corporate Governance* - Remuneration.

DEFINITIONS

For the purposes of this Information Document, the terms below shall have the following meanings:

Shareholder's Meeting	The Salvatore Ferragamo shareholders' meeting.
Shares	Salvatore Ferragamo's ordinary shares.
Salvatore Ferragamo *or* **Company**	Salvatore Ferragamo S.p.A., with registered office at Via Tornabuoni no. 2, 50123 Florence, Italy, tax code, VAT number and registration number with the Florence Companies Register 02175200480.
Beneficiaries	The employees and/or directors and/or collaborators of the Company and/or of other companies belonging to the Group, who will be individually identified (for each cycle of the Plan) at the sole discretion of the Company's Board of Directors, after consulting with the Nomination and Remuneration Committee, among the employees and/or directors and/or collaborators of the Company and the Group considered key resources (and, therefore, to be *retained with a* view to *retention*) for the purposes of pursuing sustainable success in the medium-long term.
Civil Code	The Italian Civil Code, approved by Royal Decree No. 262 of 16 March 1942.
Corporate Governance Code	The Corporate Governance Code prepared by the Corporate Governance Committee promoted by Borsa Italiana S.p.A.
Board of Statutory Auditors	The Board of Statutory Auditors *pro tempore of* the Company.
Nomination and Remuneration Committee	The nomination and remuneration committee *pro tempore of* the Company.
Board of Directors	The Board of Directors *pro tempore of* the Company.
Subsidiary	Indistinctly, each of the companies from time to time directly or indirectly controlled, pursuant to Article 2359 of the Civil Code, by the Company, which have a Relationship with one or more Beneficiaries.
Date of the Information Document	The date of publication of the Information Document, *i.e.* 24 March 2023.
Date of Approval	The date of approval of the Plan by the Shareholder's Meeting.
Rights	The rights granted free of charge to the Beneficiary, which at the end of the Vesting Period and upon fulfilment of the conditions of the Plan, will allow him/her, for each Cycle of the Plan, to receive Shares in the Company.

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Additional Rights	The Rights may be granted to each Beneficiary at the end of the Vesting Period of each Plan Cycle, according to the criteria set forth in Section 2.3.
Initial Rights	The Rights to be granted to each Beneficiary for each cycle in which the Plan is divided into a *target number* and a maximum number determined by the Board of Directors, in accordance with Section 2.3.
Performance Rights	Rights may be granted to each Beneficiary in connection with the attainment of *retention* and *performance* targets, as provided for in Section 2.2.
Rights Retention	Rights may be granted to each Beneficiary in connection with the attainment of *retention-only* objectives, as provided for in Section 2.2.
Information Document	This information document, prepared pursuant to and for the purposes of Article 114-bis of the TUF and Article 84-bis, paragraph 1, of the Issuers' Regulation.
Group	The Parent Company Salvatore Ferragamo and Subsidiaries.
Vesting Period	The period of 36 months starting on 1 January of each cycle (for the first cycle: 1 January 2023), after which, once the conditions set forth in the Plan have been verified, the Shares will be assigned to the Beneficiaries.
LTI Plan *or* **Plan**	The LTI *Stock Grant* Plan (divided into three cycles: the first relating to the 2023-2025 vesting period, the second relating to the 2024-2026 vesting period and the third relating to the 2025-2027 *vesting* period), the adoption of which, pursuant to Article *114-bis* of the TUF, is subject to the approval of the Shareholders' Meeting convened for 26 April 2023.
Remuneration Policy	Salvatore Ferragamo's remuneration policy in force from time to time.
Relationship	The existing relationship of administration and/or employment and/or collaboration between each Beneficiary and the Company or a Subsidiary, as the case may be.
Regulation of the Plan	The regulations governing the terms and conditions of the Plan drafted and approved by the Board of Directors, upon proposal of the Nomination and Remuneration Committee and subject to the favourable opinion of the Board of Statutory Auditors.
Issuers' Regulation	The regulation adopted by Consob with Resolution No. 11971 of 14 May 1999.
TUF	Legislative Decree No. 58 of 24 February 1998.

1 THE ADDRESSEES

1.1 the indication of the name of the addressees who are members of the board of directors or management board of the financial instrument issuer, of the companies controlling the issuer and the companies directly or indirectly controlled by it

The Board of Directors, after receiving the opinion of the Nomination and Remuneration Committee, will identify (for each of the cycles in which the Plan is articulated) the Beneficiaries, at its sole discretion, from among the employees and/or Directors and/or collaborators of the Company and/or other companies belonging to the Group considered key resources (and, therefore, to be *retained with a* view to *retention*) for the purposes of pursuing sustainable success in the medium-long term.
The other information required by paragraph 1.1 of Schedule 7 of Annex 3A to the Issuers' Regulation will be provided in accordance with the terms and conditions set forth in Article *84-bis,* paragraph 5, letter a) of the Issuers' Regulation.

1.2 the categories of employees or collaborators of the financial instrument issuer and companies controlling or controlled by this issuer

The other information required by paragraph 1.2 of Schedule 7 of Annex 3A to the Issuers' Regulation shall be provided in accordance with the terms and conditions set forth in Article *84-bis,* paragraph 5, letter a) of the Issuers' Regulation.

1.3 names of the persons benefiting from the Plan belonging to the groups indicated in point 1.3, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulation

The other information required by paragraph 1.3 of Schedule 7 of Annex 3A to the Issuers' Regulation shall be provided in accordance with the terms and conditions set forth in Article *84-bis,* paragraph 5, letter a) of the Issuers' Regulation.

1.4 description and numerical indication of the beneficiaries, separated for the categories indicated in point 1.4, letters a), b) and c) of Annex 3A, Schedule 7 of the Issuers' Regulation

The other information required by paragraph 1.4 of Schedule 7 of Annex 3 to the Issuers' Regulation will be provided in accordance with the terms and conditions set forth in Article *84-bis,* paragraph 5, letter a) of the Issuers' Regulation.

2 THE REASONS BEHIND THE ADOPTION OF THE PLAN

2.1 the objectives to be achieved by means of the attribution of plans

The Plan, in full compliance with the applicable regulations as well as in line with the best practice on the matter (including the recommendations of the Corporate Governance Code), is aimed at strengthening, within the overall remuneration package of the Beneficiaries, the alignment of their interests with all the Group's *stakeholders*, favouring in particular their motivation and loyalty (with a view to *retention*) to the Company and the Group, in a logic of sustainability and creation of value in the medium-long term.
In view and for the purpose of pursuing this objective, the Plan shall have the duration specified in paragraphs 4.2 and 4.3 below. This time frame appears to be appropriate for the achievement of the aforesaid objectives pursued with the Plan.
The Plan is also consistent with the Remuneration Policy for the year 2023, submitted for approval to the Shareholders' Meeting convened in a single call for 26 April 2023.

2.2 *Key variables, including in the form of performance indicators considered in order to attribute the financial instrument based plans*

The Plan is divided into three cycles: the first covering the 2023-2025 vesting period, the second covering the 2024-2026 vesting period, and the third covering the 2025-2027 *vesting* period.

Each individual cycle of the LTI Plan includes:

a) the assignment to the Beneficiaries of a certain number of Initial Rights to acquire (each) 1 Share of the Company, subject to the achievement of *retention* and *performance* targets, as well as, in aggregate, a possible further number of Additional Rights at the end of each *vesting* period (as provided for *below*);
b) the definition, during the assignment of Initial Rights, of *performance* indicators for each cycle;
c) the assignment of the Shares to the Beneficiaries, according to the level of the *performance* indicators achieved and in relation to the achievement of the *retention* targets, at the end of each *vesting* period and subject to the verification of the fulfilment of the conditions set forth in the Plan.

The Initial Rights will be divided into an amount equal to 75 *per cent* (*seventy-five per cent*) of the Initial Rights linked to the achievement of *retention* and *performance targets* (the "**Performance Rights"),** and the remaining amount equal to 25 *per cent* (*twenty-five per cent*) linked to the achievement of *retention-only* targets (the "**Retention Rights**").

Performance Rights may vest according to an (independent) incentive curve of between 50% and 150%. Retention Rights may vest in a fixed amount equal to 25% of the Initial Rights.

The vesting of the Initial Rights and the corresponding assignment of the Shares will be subject to verification by the Board of Directors:

a) with respect to Performance Rights, the attainment of the permanence condition (not in notice period) of the Relationship at the end of the *vesting period of* each cycle of the Plan (subject to paragraph 4.8 below) and the level of attainment of one or more *performance* indicators at the end of the *vesting* period of each cycle of the Plan; and
b) with respect to Retention Rights, of the attainment of the sole condition of permanence (not notice period) of the Relationship at the end of the *vesting* period of each cycle of the Plan (subject to paragraph 4.8 below).

For the First Cycle of the Plan, the relevant indicators for the accrual of Performance Rights are divided between financial *performance* indicators (consistent with the strategic plan presented to the market on 10 May 2022) and ESG indicators (in accordance with the recommendations of the Corporate Governance Code and market best practices) and are as follows:

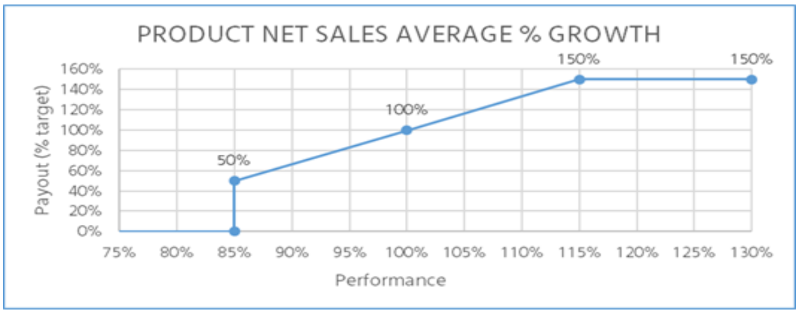
INDICATOR	DEFINITION	WEIGHT
AVERAGE GROWTH % PRODUCT NET SALES	Average growth in % to Product Net Sales, by which is meant the sum of sales in the *retail* and *wholesale* channel (as reported in the financial statements) net of assignments and returns (other revenue components such as *royalties*, *hedging*, *rental income*, etc. are therefore not included).	30%
CUMULATIVE EBITDA OVER THE THREE-YEAR PERIOD	The operating result (as reported in the financial statements) before depreciation, amortisation and impairment of tangible and intangible assets and right-of-use assets.	30%
ARITHMETIC AVERAGE OF ROIC OVER THE	The ROIC for each individual year is the net profit for the period (as reported in the Group's annual consolidated financial statements for	20%

THREE-YEAR PERIOD	the year in question) divided by the average *adjusted net invested capital* (the latter represented by net invested capital excluding assets for right of use and those classified as investment properties)	
ESG	Metrics on *climate*: 100 per cent renewable energy in all corporate locations worldwide by 2029	10%
	Gender pay gap measurement for employees of Salvatore Ferragamo S.p.A. and subsidiaries in North America, Korea and China	5%
	Uni PdR 125/22 certification (i.e. certification on the effective adoption of the management system for gender equality with respect to 6 main areas: Culture and Strategy, Governance, HR Processes, Growth Opportunities and Inclusion of Women in the Company, Pay Equity by Gender, Protection of Parenthood and Work-Life Balance) for Salvatore Ferragamo S.p.A.	5%

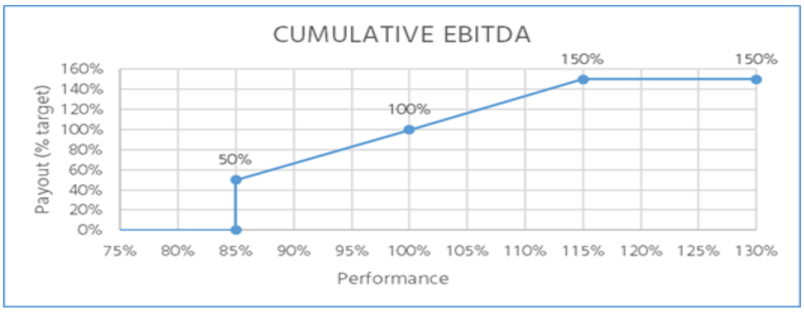
For each of the *performance indicators there* is an incentive curve that links the number of Performance Rights that can vest to the level of the *performance* indicator achieved. The Performance Rights will vest according to the level of achievement, at the end of the *vesting* period of each cycle of the Plan, of the relevant *performance* indicators.

For the First Cycle, each *performance* indicator will be relevant for the purpose of calculating the number of Performance Rights accrued as indicated in the following tables, by apportioning the result to the weight of the relevant indicator, and providing in particular that, at certain levels of *performance,* only a portion of the Performance Rights (i.e. the *target* number) shall accrue, while, for *performances* exceeding certain levels, the entire number of Performance Rights (i.e. the maximum number) shall accrue, in the portion linked to each *performance* indicator:

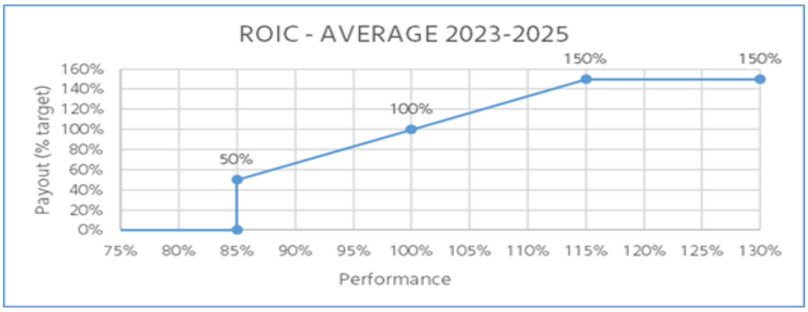
a) Average Growth % Product Net Sales 2023-2025



b) Cumulative EBITDA 2023-2025

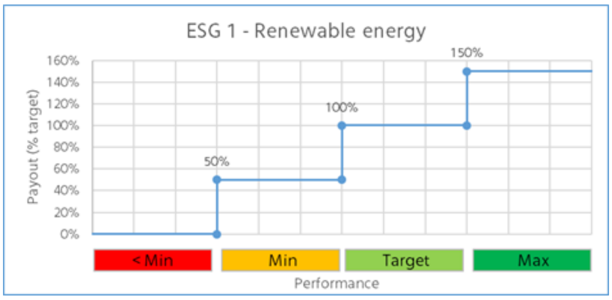


c) Average ROIC in the three-year period 2023-2025



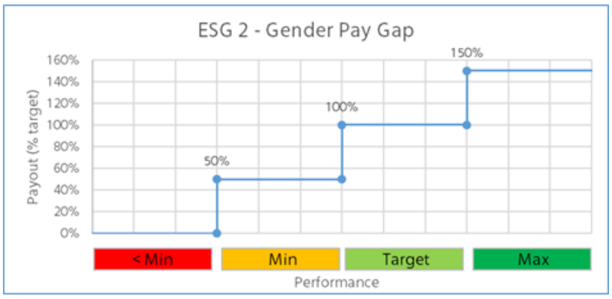
d) ESG indicator (metric on *climate*):

Objective	Level	Pay-out
<100% renewable energy in Italy by 2025	< Minimum	0%
100% renewable energy in Italy by 2025	Minimum	50%
100% renewable energy in Europe by 2025	Target	100%
100% renewable energy in Italy, Europe and North America by 2025	Massimo	150%



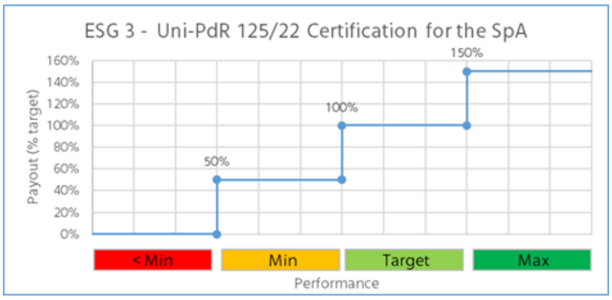
e) ESG (*gender pay gap*) indicator

Objective	Level	Pay-out
Measurement not carried out for any *region*	< Minimum	0%
Measured for Salvatore Ferragamo S.p.A.	Minimum	50%
Measured for Salvatore Ferragamo S.p.A. and North America	Target	100%
Measured for Salvatore Ferragamo S.p.A., North America, China and Korea	Massimo	150%



f) ESG indicator (Uni-PdR 125/22 certification)

Objective	Level	Pay-out
Certification score < 60%	< Minimum	0%
60% ≤ Certification Score ≤ 80%	Minimum	50%
80% < Certification score ≤ 90%	Target	100%
Certification score > 90%	Massimo	150%



Subsequent to the completion of the *vesting* period of each cycle of the LTI Plan, each of the Beneficiaries will also be assigned, free of charge, an additional number of additional rights ("**Additional Rights**") calculated on the basis of the Initial Rights accrued and the cumulative amount of dividends per Share distributed to the shareholders of the Company during the period between the first day of the *vesting* period and the day preceding the date of assignment of the Shares (both inclusive) (the "**Distributed Dividends**"), by application of the following formula

$$\text{Additional Rights} = \frac{\text{Number of Initial Rights Accrued * Dividends Distributed}}{\text{Official average closing price of the Shares in December 2025 (for the First Cycle), 2026 (for the Second Cycle) and 2027 (for the Third Cycle)}}$$

The Shares, in the number corresponding to the relevant total rights, will be assigned to the Beneficiaries, by means of a special notice from the Company, no later than the 30th (*thirtieth*) calendar day following the date of approval of the Group's consolidated financial statements for the last year of each cycle.

The assignment of the Shares will be made through an authorised intermediary specifically appointed by the Company, who may receive instructions from the Beneficiary to:

a) immediately sell on the market a number of Shares up to a maximum amount corresponding to the minimum amount sufficient to meet the Company's withholding tax obligations towards the Beneficiary and pay the price received for the sale of the Shares referred to in the preceding paragraph directly to the Company so that it can meet its withholding tax obligations (the "**Sell to Cover**");
b) keep the remaining Shares on deposit in a securities account in the name of the Beneficiary until the expiry of the lock-up period referred to *below;* and
c) transfer to a different securities account in the name of the Beneficiary, or sell on the market (at the Beneficiary's request), the Shares (in whole or in part), provided that after the expiry of the lock-up period referred to *below*.

For a description of the effects brought about by the termination of the Relationship, please refer to Section 4.8 below.

2.3 elements underlying the determination of the entity of the financial instrument based compensation, namely the criteria with which to determine it

The number of Initial Rights will be determined by the Board of Directors, after consulting with the Nomination and Remuneration Committee, on the basis of an indicator equal to a multiple/percentage of each Beneficiary's fixed remuneration and dividing this monetary countervalue by the average of the official price of the Shares during the 30 days preceding 1 January of the year in which each cycle of the Plan begins (and, thus, for the First Cycle, 1 January 2023).

The vesting of the Initial Rights and the corresponding assignment of the Shares is subject to the Board of Directors' verification of the attainment of the condition of permanence of the Ratio at the end of the vesting period of each cycle of the Plan and/or the level of one or more performance indicators at the end of the vesting period of each cycle of the Plan, as indicated in the paragraph above 2.2.

Subsequent to the completion of the *vesting* period of each cycle of the Plan, each of the Beneficiaries will be assigned, free of charge, an additional number of Additional Rights calculated on the basis of the Initial Rights accrued and the Dividends Distributed, in application of the formula set forth in the previous paragraph 2.2.

With the priority objective of ensuring an alignment of interests with shareholders, with a view to value creation and guaranteeing the retention of key figures in the medium-long term, the variable portion represents a significant part of overall remuneration, contributing to defining an adequate competitive *pay-mix* consistent with the Group's strategic objectives and risk management policy.

2.4 the reasons underlying any decision to assign financial instrument based compensation plans not issued by the financial instrument issuer, such as financial instruments issued by subsidiaries or parent companies or third party companies with respect to the group of origin; in the event that said instruments are not traded on regulated markets, information on the criteria used to determine the value assigned to them

Not applicable, as the Plan does not provide for the use of such financial instruments.

2.5 evaluations with regards to significant tax and accounting implications which have affected the definition the plans

Not applicable, as there are no significant tax and accounting implications affecting the definition of the Plan.

2.6 any support of the plan by the special Fund to encourage workers to participate in businesses, pursuant to Article 4, paragraph 112 of Italian Law no. 350 of 24 December 2003

Not applicable, the Plan does not receive support from the special Fund to encourage workers to participate in businesses, referred to in Article 4, paragraph 112, of Italian Law no. 350 of 24 December 2003.

3 APPROVAL PROCEDURE AND TIMING FOR THE ASSIGNEMENT OF INTRUMENTS

3.1 scope of powers and functions delegated by the shareholders' meeting to the board of directors in order to implement the plan

The Shareholders' Meeting convened, in a single call, for 26 April 2023 will be called to resolve, in addition to the approval of the Plan, the assignment to the Board of Directors, with the right to sub-delegate, of any power necessary or appropriate to fully and completely implement the Plan, to be exercised in accordance with the terms established by the Shareholders' Meeting.

3.2 indication of the parties appointed to administrate the plan and their function and competence

The Board of Directors is the entity entrusted with the administration of the Plan, with the power to sub-delegate to third parties (including, by way of example, the Chief Executive Officer and General Manager or the Nomination and Remuneration Committee) within the limits provided for by the laws in force at the time and taking into account the powers delegated by the Shareholders' Meeting (for which see Section 3.1 above).

3.3 any procedures in place for the review of plans, including in relation to any alteration of the basic objectives

In the event of extraordinary transactions on the Company's capital (such as but not limited to: mergers; demergers; reductions in the capital, also due to losses through the cancellation of Shares; reductions in the nominal value of the Shares due to losses; increases in the Company's capital, either free or against payment, offered in option to the Shareholders or without option rights, possibly also to be paid in kind; distribution of extraordinary dividends to the Shareholders; grouping or splitting of Shares events of an extraordinary and/or non-recurring nature and/or not ascribable to the Company's and/or the Group's typical business, considered of particular significance and/or not currently envisaged in the management plans, entailing a significant change in the Group's scope; significant changes in the macroeconomic and/or competitive scenario; extraordinary events with a significant impact outside the management's levers of action legislative or regulatory changes; or other events likely to affect the rights, the Shares, the Group and/or the Plan), the Board of Directors may make any amendments and additions to the Plan, autonomously and without the need for further approval by the Shareholders' Meeting, that it deems necessary or appropriate to keep unchanged, within the limits allowed by the legislation applicable from time to time the substantive and economic contents of the Plan as well as to ensure constant compliance with the laws and regulations (including regulatory provisions) applicable from time to time, in the spirit of preserving convergence between the interests of the Beneficiaries and the interests of the shareholders and with the common intent of creating sustainable value also in consideration of the interests of the other stakeholders. In such cases, the Board of Directors may amend, supplement or reduce, inter alia, the following non-exhaustive examples:

a) the definition and/or the maximum number and/or the characteristics of the rights granted to the Beneficiaries and/or of the Shares covered by the Plan, taking into account the number of treasury Shares of the Company from time to time existing and/or the number of new ordinary Shares of the Company deriving from any capital increases resolved to service the Plan and/or any further incentive plans and the rights already granted under the Plan and/or any further incentive plans, including share-based plans;
b) the conditions of assignment of the Shares; and

c) performance indicators.

In case, then:

a) promotion of a tender offer or a public exchange offer or delisting, the Board of Directors shall have the power to proceed (autonomously and without the need for further approval by the Shareholders' Meeting) with the acceleration of the Plan, with the assignment (also through the relevant monetary countervalue) of all (or part) of the Shares (possibly re-proportioned ratione temporis on the basis of the portion of the vesting period already elapsed and/or the level of achievement of the performance indicators at the time of the acceleration), in advance of the terms of the Plan and, if necessary, also regardless of the fulfilment of all or part of the conditions of the Plan itself, in the spirit of preserving convergence between the interests of the Beneficiaries and the interests of the shareholders and in the common intent of creating sustainable value also in consideration of the interests of the other stakeholders;
b) in the event of the completion (also as a result of a transaction referred to in letter a) above) of a *change of control transaction* (meaning exclusively a transaction in which a third party other than the current reference Shareholder acquires legal control of the Company), the Beneficiaries shall have the right to be assigned, with the elimination of the lock-up obligation, (also through the payment of the relevant monetary consideration) the Shares in advance of the terms of this Regulation and regardless of the fulfilment of the conditions set forth therein; in particular, the same shall be re-proportioned ratione temporis on the basis of the portion of the vesting period already elapsed and with respect to their "target" value.

The Board of Directors shall also have the power to temporarily suspend or cancel or amend the terms of the LTI Plan (independently and without further approval by the Shareholders' Meeting):

a) in the event of exceptional and/or extraordinary circumstances that may jeopardise the long-term interests of the Company or the overall sustainability of the Group;
b) in the event of an actual and significant deterioration of the Group's equity or financial situation, as ascertained by the Board of Directors;
c) if, following the entry into force of primary and/or secondary legislation (including social security and tax legislation) and/or following the issuance of official interpretative clarifications and/or following changes in the current interpretations relating to the applicable rules, the implementation of the LTI Plan may entail tax, social security or other burdens for the Company that were not foreseen at the Date of Approval.

The decisions of the Board of Directors referred to in the preceding paragraphs shall be binding on the Beneficiaries, without the need for any further acceptance by them. In such cases, the Company shall not be liable for damages, indemnities or for any other reason to the Beneficiaries and none of the Beneficiaries shall have any claim against the Company in relation to the rights, even if already assigned, and to the Shares not yet assigned.

3.4 description of the methods by which to determine the availability and assign the financial instruments on which the plans are based (e.g. free assignment of shares, capital increases with the exclusion of option rights, purchases and sales of treasury shares)

The free assignment of Shares in execution of the Plan will take place using Treasury Shares from purchases authorised by the Shareholders' Meeting, pursuant to Articles 2357 and 2357-ter of the Italian Civil Code.

3.5 the role played by each director in determining the characteristics of said plans; any situations of conflict of interest arising concerning the relevant directors

The features of the Plan were determined collectively by the Company's Board of Directors. The Nomination and Remuneration Committee was involved in the various stages of preparing the Plan.
The Beneficiaries of the Plan may also include directors of the Company, therefore, the resolutions implementing the Plan will be adopted in accordance with Articles 2389 and 2391 of the Civil Code as applicable.

3.6 for the purpose of the requirements of Art. 84-bis, paragraph 1, the date of the decision taken by the competent body to propose the approval of the plans to the shareholders' meeting and any proposal of a remunerations committee, where existing

At its meeting of 24 February 2023, the Nomination and Remuneration Committee examined the Plan, giving its positive opinion, and resolved to submit it to the Board of Directors for approval.
At the meeting held on 2 March 2023, the Board of Directors, with the favourable opinion of the Nomination and Remuneration Committee and the Board of Statutory Auditors, resolved to approve the Plan proposal and submit it to the Shareholders' Meeting for approval.

3.7 for the purpose of the requirements of Art. 84-bis, paragraph 5, letter a), the date of the decision taken by the competent body with regards to the assignment of instruments and the potential proposal to said body by a remunerations committee, where existing

The vesting of the Initial Rights and the assignment of the Shares is subject to the verification by the Board of Directors of the fulfilment of the conditions set forth in Section 2.2. at the end of the vesting period of each cycle, after having consulted the Nomination and Remuneration Committee, to the extent of its competence.
The Shareholders' Meeting called to deliberate on, among other things, the approval of the Plan is scheduled for 26 April 2023.
Following the Shareholders' Meeting approval of the Plan, the Board of Directors will (again on the proposal of the Nomination and Remuneration Committee and subject to the favourable opinion of the Board of Statutory Auditors) take the resolutions relevant to the implementation of the Plan.
The dates of the decisions taken by the Board of Directors regarding the assignment of the Shares will be communicated in the manner and within the terms indicated in Article 84-bis, paragraph 5, letter a) of the Regulation on Issuers.

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

The market price of the Shares on 24 February 2023 (i.e. on the date on which the Nomination and Remuneration Committee approved the Plan proposal) is EUR 17.58.
The market price of the Shares on 2 March 2023 (i.e. on the Date of Approval by the Board of Directors) is EUR 18.45.
Information that is not available at the date of this document will be provided pursuant to Article 84-bis (5) (a) of the Issuers' Regulation.

3.9 in the case of plans based on financial instruments traded on regulated markets, in what terms and how the issuer considers, when identifying the timing of the assignment of instruments in implementation of the plan, of the possible timing coincidence of: (i) said assignment or any decisions taken in this regard by the remuneration committee; and (ii) the diffusion of any significant information in accordance with article 17 of Regulation (EU) No 596/2014; for example, if such information is: (a) not already public and able to positively affect market listings, or (b) already public and able to negatively affect market listings

The entire implementation of the Plan shall be carried out in full compliance with the disclosure obligations incumbent 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, including those concerning *market abuse* and management of privileged information.

4 THE CHARACTERISTICS OF THE INSTRUMENTS ASSIGNED

4.1 the description of the ways in which the compensation plans based on financial instruments are structured; e.g. specify if the plan is based on the attribution of: financial instruments ("restricted stock assignment"); the increase of value of these instruments ("phantom stock"); option rights that enable the subsequent purchase of financial instruments ("option grants") with regulation for physical delivery ("stock option") or for cash on the basis of the differential ("stock appreciation right")

The Plan provides for the assignment, free of charge, of a number of Shares to be determined on the basis of a monetary consideration, as illustrated in Sections 2.2 and 2.3 above. Each right corresponds to 1 (one) Share.

4.2 the indication of the period of effective plan implementation also with reference to any different cycles envisaged

The Plan is divided into three three-year cycles (the first covering the 2023-2025 vesting period, the second covering the 2024-2026 vesting period and the third covering the 2025-2027 *vesting* period).

4.3 the plan terms

In consideration of what is illustrated in Section 4.2 above, the Vesting Period of the First Cycle of the Plan shall end on 31 December 2025, without prejudice to the two additional *lock-up* years starting from the expiry of the vesting period for the Beneficiaries identified by the Board of Directors among those who report directly to the Chief Executive Officer and General Manager of the Company and/or who have the responsibility for a so-called "*region*", for the period in which they shall maintain that role (or a similar role reporting directly to the Chief Executive Officer and General Manager of the Company).

4.4 the maximum number of financial instruments, also in the form of options, assigned each tax year in relation to the entities identified or the specified categories categories

As of the Date of the Information Document, as the Beneficiaries have not yet been identified, the maximum number of Shares attributable to them cannot be determined.

4.5 the methods and clauses for the implementation of the plan, specifying if the effective attribution of the instruments is subject to conditions being met or given results being achieved, including performance-related; a description of said conditions and results

Please refer to Section 2.2 above.

4.6 the indication of any restrictions of availability affecting the instruments assigned or the instruments from the year of the options, with specific reference to the terms within which the subsequent transfer to the company or third parties is permitted or prohibited

The Initial Rights and the Additional Rights shall be granted to the Beneficiaries in their personal capacity and may not be transferred by deed between living persons, nor may they be subjected to a lien or be the object of any other act of disposition for any reason whatsoever, being understood as an act of transfer any and all transactions by which the effect is obtained, directly or indirectly, to transfer the rights to third parties, including gratuitous deeds, exchanges and contributions. Any attempted sale, assignment, encumbrance or transfer made in violation of this paragraph, as well as the execution of hedging transactions on the rights by the Beneficiaries prior to the assignment of the Shares shall be considered illegitimate and ineffective towards the Company and, in any case, shall automatically entail the loss of any right connected and/or related to the LTI Plan.

The Beneficiaries who will be identified by the Board of Directors (subject to the opinion of the Nomination and Remuneration Committee) among those who report directly to the Chief Executive Officer and General Manager of the Company and/or who have responsibility for a so-called "*region*", for the period during which they will hold that role (or a similar role reporting directly to the Chief Executive Officer and General Manager of the Company) shall be obliged to continuously hold, until the end of the 2nd (*second*) calendar year following the end of each *vesting* period, all the Shares granted under the Plan (without prejudice, of course, to the Sell to Cover mechanism and without prejudice to the provisions of Section 4.8 in the case of "*good leaver*").

Such Shares shall be subject to a restriction of inalienability - and therefore may not be sold, conferred, exchanged, given as a carry-over, or subject to other acts of disposition between living persons - until the expiration of the terms set forth above.

The above constraints shall remain in place even in the event of termination of the Relationship, for whatever reason, except only in the event of death or total and permanent invalidity entailing termination of the Relationship.

4.7 the description of any termination conditions in relation to the attribution of plans in the event that the addressees should carry out hedging operations that enable the neutralisation of any prohibitions of the sale of the financial instruments assigned, also in the form of options, or financial instruments arising from the exercise of these options

See previous Section 4.6.

4.8 the description of the effects determined by the termination of the employment

The assignment of the Shares is conditional:

a) the permanence (other than during the notice period) of the employment and/or collaboration and/or administrative relationship between the Beneficiary and the Company and/or another company of the Group (the "**Relationship**") at the end of the *vesting* period of each cycle of the Plan; and
b) compliance with the Group's Code of Ethics;

as better specified *below*, unless otherwise decided by the Board of Directors, after hearing the opinion of the Nomination and Remuneration Committee.

In the event of termination of the Relationship (i.e. notice of withdrawal from the Relationship) on a date prior to the date referred to in paragraph a) above as a result of:

a) dismissal, revocation or non-renewal by the Company and/or another Group company for rightful cause (to be construed as by law), or justified on subjective grounds pursuant to the law or collective agreement; or
b) voluntary resignation by the Beneficiary;

c) particularly serious violations of the Group Code of Ethics (resulting in the termination of the relationship);

the Beneficiary will definitively lose the right to the assignment of the Shares.

In all cases of termination of the Relationship (or notice of withdrawal from the Relationship) other than those referred to above:

a) if the date of termination or notice thereof occurs during the first year of the vesting period, the Beneficiary will permanently lose all Initial Rights of the relevant cycle of the LTI Plan, resulting in the termination of the Beneficiary's status;
b) if the date of termination or the relevant notice is made after the first year of the vesting period, the Beneficiary (unless, of course, the Board of Directors decides otherwise, after hearing the opinion of the Nomination and Remuneration Committee) shall retain the right to the assignment of the Shares on a pro-rata temporis basis; in this case, the assignment of the Shares to the Beneficiary (or to his heirs) shall take place under the normal terms (without application, in this specific case, of the lock-up commitment referred to in paragraph 4.6) and will therefore also be subject to the achievement of the performance indicators.

The right of the Beneficiaries to the assignment of the Shares shall remain suspended from the moment of the sending of a letter of disciplinary notice (pursuant to and for the purposes of Article 7 of Law No. 300/70), or from the initiation of a precautionary suspension measure, whichever is earlier, and until the moment of receipt of the communication with which the relevant sanction has been imposed or of the communication from the Company that it does not intend to proceed with the imposition of any sanction or that it intends to terminate the precautionary suspension measure.

It is understood that, in the event of transfer of the Relationship from the Company to another company of the Group and/or in the event of termination of the Relationship and simultaneous establishment of a new Relationship within the Group, the Beneficiary shall retain, *mutatis mutandis,* the rights attributed to him/her under the Plan.

4.9 the indication of any other causes of cancellation of the plans

Except as indicated in other Sections of this Information Document (including the previous Section 3.3), there are no other causes of cancellation of the Plan.

4.10 reasons in relation to the potential provision for "redemption" by the company of the financial instruments concerned by the plans, arranged in accordance with Article 2357 et seq. of the Italian Civil Code; the beneficiaries of the redemption, specifying if it is only intended for specific categories of employees; the effects of the termination of employment on said redemption

The Plan does not provide for redemption clauses by the Company.

However, in line with the provisions of the Corporate Governance Code, and without prejudice to the provisions of the Company's remuneration policies from time to time, should objective circumstances emerge from which it emerges that the data on the basis of which the achievement of the *performance* indicators on which the assignment of the Shares is conditional was verified were manifestly erroneous, the Board of Directors, after hearing the opinion of the Nomination and Remuneration Committee, reserves the right to obtain from the Beneficiary author of one of the aforesaid acts and/or facts, the revocation of the rights and/or the return of the Shares held by the Beneficiary, including the Shares on which the *lock-up* commitment was encumbered, with the consequent definitive extinction of any right claimed by the latter in this regard.
The manifest error that can characterise the data can be:

a) an error in the calculation of results resulting in the attainment of a *performance* indicator that would not have been attained in the absence of the material error;
b) wilful alteration of the data used for the attainment of the *performance* indicators or in any event of the data on the basis of which the assignment of the Shares was decided;
c) the achievement of *performance* indicators through conduct contrary to legal provisions or company rules.

The Board of Directors also reserves the right to exercise the right of clawback against individuals who are found to be responsible, with malice or gross negligence, for violations of laws and/or regulations, of the Code of Ethics (if this entails the termination of the Relationship) even where such conduct has not had a direct impact on the achievement of *performance* indicators and the assignment of Shares.
The Board of Directors shall decide at its sole discretion whether and to what extent to exercise the clawback right, which may be exercised no later than 3 (*three*) years from the assignment of the Shares.

4.11 Any loans or other benefits intended to be granted for the purchase of shares in accordance with Art. 2358 of the Italian Civil Code

Not applicable. No loans or facilities are to be granted for the purchase of the Shares as they will be assigned free of charge.

4.12 the indication of assessments of the forecast burden for the company on the date of the related assignment, as can be determined on the basis of the terms and conditions already defined, for the total amount and in relation to each plan instrument

Please refer to Sections 2.2 and 4.4. The expected burden for the Company cannot be determined at present, as it depends on the number of identified Beneficiaries, the number of Shares assigned to each Beneficiary and the market value of the Shares.

4.13 the indication of any dilution effects on the capital determined by the compensation plans

Given the use of treasury shares, no dilution effects on capital are expected.

4.14 any limits envisaged for the exercise of voting rights and the attribution of equity right

There is no limit on the exercise of voting rights and the assignment of property rights.

4.15 if shares are not traded on regulated markets, all information that will help fully assess the value that can be assigned to them

Not applicable.

4.16 number of financial instruments underlying each option

Not applicable.

4.17 options maturity

Not applicable.

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

Not applicable.

4.19 the price for the exercise of the option or method and criteria for its determination, with specific regards: a) to the formula for calculating the exercise price in relation to a given market price (the "fair market value") (e.g. exercise price equal to 90%, 100% or 110% of market price); and b) to the

method used to determine the market price taken as reference for the determination of the exercise price (e.g. last price of the day prior to assignment, day average, average of the last 30 days, etc.)

Not applicable.

4.20 if the exercise price is not the same as the market price determined as specified in point 4.19.b ("fair market value"), reasons for the difference

Not applicable.

4.21 criteria on which basis different exercise prices are envisaged for different entities or different categories of addressee entities

Not applicable.

4.22 if the the financial instruments underlying the options are not traded on regulated markets, indication of the value that can be assigned to the underlying instruments or criteria used to determine said value

Not applicable.

4.23 criteria for the adjustments necessary following extraordinary capital operations and other operations entailing the change in the number of underlying instruments (capital increases, extraordinary dividends, groupings and splitting of the underlying shares, mergers and spin-offs, conversions into other share categories, etc.)

See paragraph 3.3 above.

4.24 Table

The information set forth in the table in accordance with Section 2, Schedule 2, of Table No. 1 of Schedule 7 of Annex 3A of the Issuers' Regulations shall be updated from time to time, during the implementation of the Plan, pursuant to Article 84-bis, paragraph 5, of the Issuers' Regulations.

The information set forth in Section 1, Schedule 1 of Schedule 7 of Annex 3A of the Issuers' Regulations, as well as in Article 84-bis, paragraph 5 of the Issuers' Regulations, with reference to the existing incentive plans, is available on the Company's website at https://group.ferragamo.com/en/governance/shareholders-meetings/2023.