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Amendment of the 2024 Remuneration Policy, also with reference to the 2019-2021 Performance Share Plan

Introduction

As we know, on 22 February 2024, Groupe Crit S.A. ("**Groupe Crit**"), on the one hand, and Omniafin S.p.A. ("**Omniafin**") and M.T.I. Investimenti S.r.l. ("**MTI**" and, jointly with Groupe Crit and Omniafin, the "**Parties**"), on the other hand, in execution of the *memorandum of understanding* signed on 21 December 2023, signed a preliminary agreement of sale ("**SPA**") aimed at regulating the acquisition by Groupe Crit of all the shares of Openjobmetis S.p.A. ("**Openjobmetis**", "**OJM**" or the "**Company**") held by Omniafin and by MTI.

The completion of the above-mentioned acquisition was subject exclusively to the fulfilment of the condition precedent relating to the golden power procedure, which took place on 19 April 2024. Following the fulfilment of the aforementioned condition precedent, Groupe Crit acquired the investment held by MTI in OJM on 24 April 2024, the entire share capital of Plavisgas S.r.l. on 29 April 2024, the investment held by Quaestio Capital SGR S.p.A. in OJM on 30 April 2024, as well as the investment held by Omniafin in OJM on 7 May 2024.

On 29 April 2024, Groupe Crit - which currently holds, through CRIT S.A.S. and Plavisgas S.r.l., a stake of approximately 65.58% of the share capital of OJM - announced its intention to promote, through Plavisgas S.r.l., a mandatory public tender offer on the entire share capital of OJM aimed at delisting the Company's shares (the "**PTO**") and, on 17 May 2024, announced that it had submitted the relevant offer document to Consob.

For more information in this regard, please refer to the press releases issued by the Company on 21 December 2023, 1 and 23 February 2024 and 19 and 24 April 2024 as well as the communications pursuant to art. 102(1) and (3) of Italian Legislative Decree no. 58/1998, as subsequently amended and supplemented (the "**Consolidated Finance Act**") disseminated by Groupe Crit in relation to the PTO.

In the context of the transaction in question, with the SPA, the Parties undertook to ensure that, at least until the Shareholders' Meeting of the Company called to approve the financial statements as at 31 December 2026: (i) Marco Vittorelli, Biagio La Porta, Rosario Rasizza and Alessandro Esposti would continue to hold the respective offices of Chairman, Deputy Chairman, Managing Director and Chief Financial Officer of OJM and possess powers that comply with the proxy policies adopted by Groupe Crit for similar offices; (ii) in relation to these offices, these parties would be entitled to a remuneration package consisting of basic remuneration no lower than the current remuneration and a performance-based bonus system that would replace the current bonus system and share incentive plan and that would be determined in line with past company practice, with past practice of Groupe Crit and in any case with general normal market practice.

In this regard, the directorship agreements between the Company and Rosario Rasizza (the "**RR Contract**"), Marco Vittorelli (the "**MV Contract**") and Biagio La Porta (the "**BLP Contract**") were the subject of specific regulations, as well as the amendment of the employment contract between the Company and Alessandro Esposti (the "**AE Contract**" and, together with the RR Contract, the MV Contract and the BLP Contract, the "**Manager Agreements**"); the Manager Agreements were signed on 24 May 2024 following the relative approval on the same date by the Board of Directors of the Company, subject to the favourable opinion of the Remuneration

Committee and having heard the opinion of the Board of Statutory Auditors to the extent of its competence.

The proposed amendment to the remuneration policy for 2024, approved by the Ordinary Shareholders' Meeting of the Company on 29 April 2024 ("**Remuneration Policy**" or "**2024 Policy**") and described in the report on the policy regarding remuneration and fees paid published at the aforementioned Shareholders' Meeting (the "**Report**"), aimed at taking into account the provisions of the Manager Agreements as well as the additional agreements on the matter. This amendment proposal, approved by the Board of Directors on 24 May 2024, subject to the favourable opinion of the Remuneration Committee, will be submitted for approval to the Ordinary Shareholders' Meeting of OJM, to be held in single call on 26 June 2024. The Manager Agreements and the LTI Plan (as defined below) will therefore be effective from the date of appointment of the executives by the Board of Directors' Meeting on 29 April 2024, subject to the approval by the aforementioned Shareholders' Meeting of the aforementioned proposal to amend the 2024 Policy. It is understood that the AE Contract shall be effective from the date of conclusion of the public tender offer, meaning the date of payment of the consideration of said offer.

In this context, as part of the amendments to the Remuneration Policy, it is also proposed to modify the 2019-2021 Performance Share Plan to stipulate that payment of the third and final *tranche* of this plan to Marco Vittorelli, Biagio La Porta e Rosario Rasizza will be made in monetary form at the price of €16.50 for each OJM share that they are entitled to receive, as illustrated in more detail below.

In this regard, for the sake of completeness, it should be noted that, again in this context, Rosario Rasizza, Marco Vittorelli and Biagio La Porta waived a total of 58,722 shares that they would have been entitled to receive in relation to the Performance Share Plan 2022-2024 (see point I.i below).

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SECTION I

COMPANY POLICY REGARDING REMUNERATION OF THE DIRECTORS, STATUTORY AUDITORS AND EXECUTIVES WITH STRATEGIC RESPONSIBILITIES.

I.a Bodies or parties involved in the drafting, approval and potential updating of the Remuneration Policy and persons responsible for its correct implementation.

The definition of the Company's Remuneration Policy is the result of a clear and transparent process in which the Shareholders' Meeting, the Remuneration Committee (hereinafter also referred to as "**Committee**"), the Board of Directors (hereinafter also referred to as "**BoD**"), the Chairman of the BoD, the Managing Director and the Board of Statutory Auditors play a central role.

Due to the regulatory developments and transparency requirements toward the stakeholders, the Company is constantly working to improve its internal processes as well as its communication methodology.

In accordance with the provisions of Art. 2389, third paragraph – second sentence – of the Italian Civil Code and Art. 22.2 of the Articles of Association, the Shareholders' Meeting may determine the total amount for the remuneration of all the Directors, including those vested with special offices.

In compliance with Art. 2402 of the Italian Civil Code, the Shareholders' Meeting determines the annual remuneration of the members of the Board of Statutory Auditors at the time of their appointment and for the entire duration of their office.

With the assistance of the Remuneration Committee, the Board of Directors approves the policies concerning remuneration and/or its changes and/or integrations by deciding upon the distribution of the fees of Directors vested with special offices and by submitting the remuneration plans based on financial instruments to the resolution of the Shareholders' Meeting.

The Board of Directors also ensures that the remuneration paid and accrued is consistent with the principles and criteria defined in the Remuneration Policy, in light of the results achieved and other circumstances relevant to its implementation.

The Board of Statutory Auditors expresses the opinions required by current regulations concerning the remuneration of Directors vested with special offices, monitoring with the Remuneration Committee the consistency with the Policy adopted by the Company.

I.b Composition, responsibilities and functioning of the Remuneration Committee.

The Remuneration Committee is currently made up of three non-executive and independent directors: Daniela Toscani, Barbara Napolitano and Alberto Rosati. The Director Daniela Toscani,

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due to her knowledge and experience in the financial sector as well as in remuneration policies, as evidenced by the information held by the Company, was appointed Chairwoman of the Committee.

Therefore, the composition of the Committee complies with the provisions of Art. 5, Recommendation 26, of the Corporate Governance Code on the matter.

The Committee is assigned the following duties of an investigation, advisory and proposal-making nature:

a) assisting the Board of Directors in drawing up the remuneration policy;

b) presenting proposals or expressing opinions to the Board of Directors on the remuneration of the executive directors and of the other directors who occupy specific positions, as well as on the setting of performance targets related to the variable component of this remuneration, monitoring the application of the decisions adopted by the Board and verifying the actual achievement of the aforementioned performance targets;

c) regularly assessing the suitability, overall consistency and practical application of the policies of directors and top management, making use for Executives with strategic responsibilities, of the information provided by the Managing Director, putting forward proposals and general recommendations on the matter to the Board of Directors;

d) submitting proposals and expressing opinions to the Board of Directors on incentive plans, stock option plans, employee share plans and other plans to motivate and increase the loyalty of the management and employees of the companies of the Group headed by the Company, also with reference to the suitability for pursuing the objectives typical of these plans, the procedures for their practical implementation by competent corporate bodies and potential amendments or supplements.

The functioning of the Remuneration Committee is governed by Regulations, most recently amended by the Board of Directors on 4 February 2021, the most important rules of which are illustrated below.

The Committee meets with sufficient frequency to ensure the proper performance of its functions and duties and whenever the Chairman of the Committee deems it appropriate or when the Chairman of the Board of Directors or the Managing Director so requests.

The meetings of the Committee are chaired by the Chairman or, in the event of his/her absence or unavailability, the most senior member in age. The Committee, on the proposal of the Chairman, may appoint a secretary, also chosen from outside its own members, who is entrusted with the task of drawing up the minutes of the Committee meetings.

The Chairman of the Board of Statutory Auditors, or another statutory auditor chosen by him/her, takes part in the meetings of the Committee. Other Statutory Auditors may also take part in the meetings of the Committee.

The Chairman may invite the Chairman of the Board of Directors, the Managing Director, or one or more members of the Board of Directors (not already members of the Committee) to take part in the meetings of the Committee, without the right to vote and on condition that they do not have a personal interest in the topics on the agenda. The Chairman may, where necessary, informing the Managing Director accordingly, and with reference to specific points on the agenda, invite to the meetings of the Committee representatives from the relevant company functions and other persons whose presence may be of help for the better execution of the functions of the Committee itself.

In any case, no director may take part in meetings of the Committee in which proposals to the Board of Directors are made concerning his/her own remuneration.

The presence of the majority of members is required for the validity of the meetings of the Committee. The decisions of the Committee are adopted with the absolute majority of those attending. In the event of a tie, the chairman shall have the deciding vote.

Minutes of the Committee meetings are taken; once signed by the participating members or the person chairing the meeting and by the secretary, these are stored in chronological order.

Following each meeting, the Committee updates the Board of Directors with a notice, at the first meeting thereafter, on the matters dealt with and the observations, recommendations and opinions formulated therein.

The Committee is endowed with suitable financial resources for the fulfilment of its duties.

The Committee has access to the information and the corporate functions required for the execution of its tasks and may make use of external consultants, at the expense of the Company, within the budget limits approved by the Board of Directors. If, specifically, it intends to make use of consultants who are experts on remuneration policies, the Committee verifies in advance that these consultants are not in a position that may jeopardise their independent judgement.

Conflicts of interest are managed in compliance with the provisions of the Corporate Governance Code.

I.c Company assessments regarding the fee and working conditions of its employees in determining the remuneration policy.

The Policy consists of tools and logics aimed at attracting, motivating and retaining people with the qualities necessary to contribute to the definition of the Company's growth strategy and to the strengthening of Openjobmetis' long-term interests and sustainability. It is based on principles of fairness, equal opportunity, meritocracy and competitiveness in relation to the market.

The definition of the remuneration of the corporate population takes into consideration specific criteria, including the comparison with the external market and the internal equity of the company, the characteristics of the role and the responsibilities assigned, as well as the distinctive skills of the people, always with a view to maximum objectivity, in order to avoid any form of discrimination.

The Company is committed to offering a fair level of remuneration that reflects the skills, abilities and professional experience of each individual, ensuring the application of the principle of equal opportunity and avoiding the risk of discretion.

In preparing the update of the Remuneration Policy also for 2024 and the associated amendment proposed to the Shareholders' Meeting of 26 June 2024, the Company, consistent with its medium/long-term objectives, took into account the degree of satisfaction and the expectations of personnel, the motivational needs and the technical situation of the company and the macroeconomic context of the period.

I.d Experts involved in the drafting of the remuneration policy.

In preparing the update of the contents of the Remuneration Policy for the year 2024 and the associated amendment proposed to the Shareholders' Meeting of 26 June 2024, the Company did not make use of independent experts.

Moreover, as evidenced by what will also be specified in the following point, the 2024 Policy, including in consideration of the associated amendment proposed to the Shareholders' Meeting of 26 June 2024, is in essential continuity with the Policies adopted in previous years. Therefore, reference is made to the related documents (in particular the 2017/2018, 2020/2021 and 2021/2022 Reports) for the names of any experts involved in their preparation.

I.e Purposes, principles and duration of the remuneration policy and any changes thereto with respect to the latest version submitted to the Shareholders' Meeting (previous financial year – 2023).

The Company submits the Remuneration Policy to the vote of the Shareholders every year, and whenever any amendments are made thereto.

In line with Principle XV and Recommendations no. 27 and no. 28 of the Corporate Governance Code, the Remuneration Policy of Directors and Executives with strategic responsibilities and the Board of Statutory Auditors, is functional to the pursuit of the sustainable success of the Company, including through the identification of the following objectives:

- ensuring an overall remuneration structure capable of recognising the merit of the persons involved and the contribution made to the growth of the Company in relation to their respective skills;
- contributing to the Company's strategy and pursuing long-term interests, taking into account the remuneration and working conditions of the Company's employees;
- aligning the interests of management with those of the Company and of the Shareholders;
- furthering the creation of value for the Company and for the Shareholders over the mid/long-term;
- rewarding the achievement of performance objectives and sustaining them over time;
- pursuing, therefore, external remuneration competitiveness in the market, encouraging and motivating management in terms of retention.

The Remuneration Policy is guided by the following principles:

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(a) the **fixed** and **variable components** of remuneration are appropriately balanced according to the Company's strategic objectives and risk management policy, also taking into account the business sector in which it operates and the characteristics of the business activity actually carried out, in line with the objective of promoting long-term value creation for all shareholders and sustainable growth;

(b) the **fixed component** of remuneration is sufficient to remunerate the performance of Executive Directors and Executives with strategic responsibilities in the event that the variable component is not paid due to failure to achieve the performance targets set by the Board of Directors;

(c) the **variable component** is constructed to significantly remunerate results that exceed targets, decreasing their value when they are not achieved. This shall be paid within maximum limits.

In order to attract and keep people with adequate skills and professionalism, the remuneration of Directors, both executive and non-executive, Executives with strategic responsibilities and members of the Board of Statutory Auditors is also defined by taking into account the remuneration practices that are widespread in the reference sectors and for issuers of similar size to the Company.

It should be noted that, with respect to the 2024 Policy as approved by the Shareholders' Meeting held on 29 April 2024, amendments were made, including those relating to the 2019-2021 Plan (as defined below) aimed at taking account of the provisions of the Manager Agreements as well as any further agreements on the matter, as illustrated from time to time in this document.

Lastly, it should be noted that, during the meeting held on 21 April 2023, the proposals for a binding resolution - with 15,621,495 voting rights present at the meeting (equal to 81.131628% of the total amount of voting rights) - collected the following votes.

- As for the first Section of the 2022/2023 Report, except for Paragraph (1.m) on the Policy relating to the compensation provided for in the event of termination of office or termination of employment:

  (i) votes in favour: 78.998617%;

  (ii) votes against: 21.001383%;

  (iii) abstentions: 0.000000%;

  (iv) non-voters: 0.000000%.

- As for the Policy relating to the compensation provided for in the event of termination of office or termination of employment, pursuant to the first Section, Paragraph (1.m) of the 2022/2023 Report:

  (i) votes in favour: 62.316776%;

  (ii) votes against: 37.683224%;

  (iii) abstentions: 0.000000%;

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(iv) non-voters: 0.000000%.

The Company did not receive explicit comments from shareholders on the contents of the first Section of the 2022/2023 Report. It also directly contacted two of the major proxy advisors (i.e. Glass Lewis and ISS) and verified, except for one case, that the voting recommendations issued by them in anticipation of the 2023 Shareholders' Meeting were expressed in favour of the resolution proposals reported above, given the absence of material elements of concern.

The only case of recommendation to vote against was recorded in relation to the policy relating to the compensation provided in the event of termination of office or resolution of the employment relationship, referred to in the first Section, Paragraph (1.m), regarding the circumstance for which the remuneration for Strategic Executives (in addition to the CEO) - in the event of termination payments - may exceed 24 months' salary. For more information on the policy relating to the compensation provided for in the event of termination of office or termination of employment, see the detailed information in point 1.m below.

For more information on the results of the votes regarding the Report published at the Company's Shareholders' Meeting held on 29 April 2024, please refer to the summary report of the votes published by the Company on its website as well as with the additional methods also envisaged by the regulations in force.

1.f Description of the policies regarding the fixed and variable components of the remuneration, with particular regard to the indication of the related weight within the scope of the overall remuneration and distinguishing between short and medium/long-term variable components.

In order to pursue the purposes set out in the previous point, the remuneration of the Directors and Executives with strategic responsibilities is determined as follows.

1.f.1. *Board of Directors*

The members of the Board of Directors are remunerated with an annual fixed fee, whose amount is commensurate to the commitments required of them; this amount is increased, within the maximum amount resolved by the Shareholders' Meeting, for the directors vested with special offices and for members who take part in the committees set up within the BoD (Control, Risks and Sustainability Committee and Remuneration Committee), in view of the greater commitment required of them. Any costs incurred for the performance of the appointment are reimbursed upon submitting an expense account and are subject to presentation of the justifying documents.

The fee that the current members of the Board of Directors receive was determined based on the resolution of the Shareholders' Meeting of 29 April 2024.

It should be noted that, due to the proposed amendment to the 2024 Policy, the Shareholders' Meeting called for 26 June 2024 will be called to resolve on the recalculation of the total annual remuneration due to the members of the Board of Directors, without prejudice to the prerogatives attributed to the latter pursuant to the law, the Articles of Association and any resolutions passed

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by the said Shareholders' Meeting.

1.f.2. Executive Directors and Executives with strategic responsibilities

The remuneration of the Executive Directors and of Executives with strategic responsibilities is broken down as follows:

It should be noted that, at the date of this document, the Company has identified as the sole Executive with strategic responsibilities Mr. Alessandro Esposti, who holds the position of *Chief Financial Officer*.

(i) **Annual fixed component**, of a significant proportionate amount and in any event such as to be sufficient to remunerate the performance if the variable component is not paid due to a failure to achieve the targets set herein.

As for Executives with strategic responsibilities, the fixed component of the fee is determined on the basis of collective contractual provisions (and in the relevant economic tables), supplemented with *ad personam* elements. The application of the contractual category at the individual level and as reference for professional advancement is related to the following factors:

- promoting individual professional growth, also based on the personal interpretation of the position and the handling of responsibilities;
- undertaking of tasks according to the employment categories set out by the National Collective Labour Agreement;
- time series of operational events and professional history of the managers.

(ii) **Medium-/long-term variable component**, in the form of participation, for the Executive Directors and Executives with strategic responsibilities identified as beneficiaries, in a medium-/long-term variable monetary incentive plan (the "**LTI Plan**") valid for the three-year period 2024 -2026 by virtue of which, subject to the achievement of certain company performance objectives set by the Company's Board of Directors, the relative beneficiaries will have the right to receive a gross annual cash bonus calculated as a percentage of the gross annual fixed remuneration ("**LTI Bonus**"), as part of an individual bonus pool assigned to each of the beneficiaries according to the level of achievement of the performance objectives. For more information in this regard, see the details indicated in point 1.h below;

(iii) fringe benefits under point 1.g. below;

(iv) the insurance coverage mentioned in point 1.n. below.

The remuneration envisaged for the Managing Director, the Chairman of the Board of Directors, the Director with powers for the management of the Company's commercial policy and the Chief Financial Officer qualifying as an Executive with strategic responsibilities is shown below, as envisaged on the basis of the Manager Agreements.

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<u>Rosario Rasizza – Managing Director</u>

On the basis of the RR Contract, the following is envisaged in favour of Rosario Rasizza: (i) pursuant to Article 2389 of the Italian Civil Code, total annual fixed remuneration in relation to the position of Managing Director (the "**RR Office**") - for each of the three years of its duration (2024, 2025 and 2026) - equal to €360,000.00 (three hundred and sixty thousand Euro) gross per annum, plus a fee of €40,000.00 (forty thousand Euro) gross per annum paid by Openjob Consulting S.r.l. for the office of Director of the aforementioned company (the "**RR Remuneration**"); and (ii) participation in the LTI Plan valid for the three-year period 2024-2026, under which the right to a monetary bonus may accrue subject to the achievement of performance objectives and all additional conditions set forth in the LTI Plan itself (for more information in this regard, see the details indicated in point 1.h below).

<u>Marco Vittorelli - Chairman of the Board of Directors</u>

On the basis of the MV Contract, the following is envisaged for Marco Vittorelli: (i) pursuant to Article 2389 of the Italian Civil Code, total fixed annual remuneration in relation to the office of Chairman of the Board of Directors (the "**MV Office**") and any position and/or office currently held within the company - for each of the three financial years thereof (2024, 2025 and 2026) - equal to €320,000.00 (three hundred and twenty thousand Euro) gross per annum (the "**MV Remuneration**").

Pursuant to the MV Contract, during the period between the signing of the contract for the purchase of Company shares held by Omniafin S.p.A. and the date of completion of the public tender offer, the opportunity to offer the Director a role within the Crit CH scope will be assessed in good faith. Any consideration for the aforementioned role will be deducted from the MV Remuneration. In addition, it is agreed that the parties will assess in good faith the possible allocation to the Director of an additional role within the companies forming part of the Group as defined after the date of completion of the public tender offer, together with any consideration for this role.

<u>Biagio La Porta - Director with powers for the management of the Company's commercial policy</u>

On the basis of the BLP Contract, the following is envisaged in favour of Biagio La Porta: (i) pursuant to Article 2389 of the Italian Civil Code, total annual fixed remuneration in relation to the powers necessary for the management of the Company's commercial policy (the "**BLP Office**") - for each of the three years of its duration (2024, 2025 and 2026) - equal to €230,000.00 (two hundred and thirty thousand Euro) gross per annum, plus a fee of €40,000.00 (forty thousand Euro) gross per annum paid by Openjob Consulting S.r.l. for the office of Director of the aforementioned company (the "**BLP Remuneration**"); and (ii) participation in the LTI Plan valid for the three-year period 2024-2026, under which the right to a monetary bonus may accrue subject to the achievement of performance objectives and all additional conditions set forth in the LTI Plan itself (for more information in this regard, see the details indicated in point 1.h below).

<u>Alessandro Esposti - *Chief Financial Officer* qualifying as an Executive with strategic responsibilities</u>

The AE Contract envisages making some changes and additions to the permanent employment relationship, with managerial qualification, governed by the employment contract (hereinafter, the

"**Employment Contract**") in force between the Company and Alessandro Esposti, effective from the date of conclusion of the public tender offer, meaning the date of payment of the consideration for said offer.

For anything not expressly amended by the AE Contract, the provisions contained in the Employment Contract and/or in the non-competition agreement annexed thereto (the "**Non-Competition Agreement**") entered into between the Company and Alessandro Esposti on 15 January 2007 will remain valid and effective.

From the closing date of the PTO ("**Closing**"), the Company will pay Alessandro Esposti:

- €205,000.00 (two hundred and five thousand Euro) gross by way of fixed annual wage, including the super-minimum additional absorbable allowance, and in addition to the increases on the de facto remuneration pursuant to the convention for the renewal of the Collective Agreement for Managers in the Tertiary Sector of 12 April 2023;
- €65,000.00 (sixty-five thousand Euro) gross by way of annual consideration for the Non-Competition Agreement already in place between the Parties.

Pursuant to the AE Contract, Alessandro Esposti will also participate in the LTI Plan valid for the three-year period 2024-2026, under which the right to a monetary bonus may accrue subject to the achievement of performance objectives and fulfilment of all additional conditions envisaged by the said LTI Plan (for more information in this regard, see the details indicated in point 1.h. below).

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In view of the foregoing, and without prejudice to the decisions that will be taken by the Shareholders in their meeting on 26 June 2024, in consideration of the fixed annual component and variable medium- to long-term component mentioned above, the overall remuneration of the Executive Directors and Executives with strategic responsibilities, in relation to the year 2024, is envisaged in the following proportions – with respect to the different components of the remuneration (taking into account the achievement of the target performance levels with reference to the Individual Bonus Pool relating to the LTI Plan):

- with respect to total remuneration, the weight of the fixed component is approximately 48.48% for Rosario Rasizza as Managing Director, approximately 54% for Biagio La Porta as Executive Director with commercial powers and approximately 66.18% for Alessandro Esposti as Executive with strategic responsibilities. The Executive Chairman Marco Vittorelli is not an addressee of the LTI Plan.
- With respect to total remuneration, the weight of the variable component represented by participation in the LTI Plan is approximately 51.52% for Rosario Rasizza as Managing Director, approximately 46% for Biagio La Porta as Executive Director with commercial powers and approximately 33.82% for Alessandro Esposti as an Executive with strategic responsibilities.

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I.g Policy adopted with regard to non-monetary benefits.

Fringe benefits, such as the assignment of company vehicles, including on the basis of the applicable contractual provisions, can also be granted to Executive Directors and Executives with strategic responsibilities.

I.h Description of the performance targets on the basis of which the variable components are assigned and correlation of changes in the results with changes in the remuneration.

2024-2026 LTI monetary incentive plan

Rosario Rasizza, Biagio La Porta and Alessandro Esposti (for the purposes of the previous paragraph, the "**Beneficiaries**") are expected to participate in the LTI Plan, a variable medium- to long-term monetary incentive plan valid for the three-year period 2024-2026 under which, subject to the achievement of Company Performance Objectives (as defined below) set by the Company's Board of Directors, the Beneficiaries will be entitled to receive the LTI Bonus, a gross annual cash bonus calculated as a percentage of gross fixed annual remuneration, as part of an individual bonus pool assigned to each Beneficiary according to the level of achievement of the Performance Objectives (as defined below).

The main terms and conditions of the LTI Plan will be detailed in the relevant regulations subject to approval of the Board of Directors (hereinafter, the "**Regulation**"). It is understood that the LTI Plan will be effective from the date of appointment of the executives by the Board of Directors' meeting held on 29 April 2024, subject to the approval by the Shareholders' Meeting of the proposed amendment to the 2024 Policy, and that the AE Contract will be effective from the date of conclusion of the public tender offer launched on OJM by Groupe Crit, meaning the date of payment of the consideration thereof.

The performance objectives to which the LTI Bonus is subject are based on a matrix that provides for the achievement of the growth of Revenues with respect to the budget and the EBITDA margin of the OJM Group (the "**Performance Objectives**"), according to the following thresholds:

- 2024 LTI bonus: OJM Group 2024 revenues compared to the OJM Group's revenue budget and the EBITDA margin of the OJM Group for 2024 of 4.40%;
- 2025 LTI bonus: OJM Group 2025 revenues compared to the Group's revenue budget and the EBITDA margin of the OJM Group for 2025 of 5.25%;
- 2026 LTI bonus: OJM Group 2026 revenues compared to the Group's revenue budget and the EBITDA margin of the OJM Group for 2026 of 5.75%.

For the purposes of the LTI Plan, EBITDA means earnings before interest, taxes, amortisation, depreciation and write-downs, and for the avoidance of doubt, includes uncollectable receivables and 'Group' refers to the Company and/or other companies controlled by or connected to the same, or subject to common control together with the same.

The period of measurement of the level of achievement of the Performance Objectives that will give the right to the recognition of the LTI Bonus will be annual over the three-year period 2024-2026 (with each referred to as a "**Vesting Period**"). At the end of each Vesting Period, the monetary incentive will be disbursed, subject to verification of the achievement of the Performance Objectives, under the terms and conditions set forth in the relevant Regulation.

The actual disbursement of the monetary incentive, to the extent envisaged by the Regulation, is subject to verification by the Company's Board of Directors that the following conditions have been met:

(i) that, at the date of disbursement of the monetary incentive, the organic relationship or employment relationship with the Beneficiary (the "**Relationship**") is in place with the Company; and

(ii) that the Performance Objectives have been achieved. This is without prejudice to the good leaver assumptions envisaged by the LTI Plan.

The LTI Bonus, if accrued, will be paid by the Company within 60 days from the date of approval of the consolidated financial statements of the OJM Group relating to the reference tax year.

Achievement of the Performance Objectives (100%) during the Vesting Period will entitle the Beneficiaries to receive an LTI Bonus equal to 85% of the individual bonus pool ("**Individual *Bonus Pool***"), as shown in the tables below.

In the event of achievement of the Performance Objectives by more or less than 100%, the Beneficiaries will be entitled to a percentage of the LTI Bonus as per the tables below with application, for the purpose of determining the LTI Bonus, of the linear interpolation criterion by levels of achievement of the objectives among the brackets referred to in the aforementioned tables. The Individual Bonus Pool is determined as a percentage of the gross annual fixed remuneration of the relevant Beneficiary as per the tables below.

Rosario Rasizza

Rosario Rasizza

Base Salary: €400,000

Bonus Pool: €500,000 (125% of base)

Obiettivi 2024

EBITDA margin \ Crescita fatturato	<10.5%	10.5%	13.0%	15.5%	18.0%	20.5%
<3.90%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3.90%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
4.15%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
4.40%	0.0%	65.0%	75.0%	**85.0%**	91.3%	97.5%
4.65%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
4.90%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Obiettivi 2025

EBITDA margin \ Crescita fatturato vs Target crescita fatturato	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<4.50%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
4.50%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
4.88%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
5.25%	0.0%	65.0%	75.0%	**85.0%**	91.3%	97.5%
5.63%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
6.00%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Obiettivi 2026

EBITDA margin \ Crescita fatturato vs Target crescita fatturato	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<5.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
5.00%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
5.38%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
5.75%	0.0%	65.0%	75.0%	**85.0%**	91.3%	97.5%
6.13%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
6.50%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Erogazione 2024 (€'000)

EBITDA Margin \ Crescita fatturato	<10.5%	10.5%	13.0%	15.5%	18.0%	20.5%
<3.90%	-	-	-	-	-	-
3.90%	-	-	-	200	250	300
4.15%	-	200	256	313	363	413
4.40%	-	325	375	**425**	456	488
4.65%	-	425	456	488	519	550
4.90%	-	488	519	550	550	550

Erogazione 2025 (€'000)

EBITDA Margin \ Crescita fatturato vs Target crescita fatturato	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<4.50%	-	-	-	-	-	-
4.50%	-	-	-	200	250	300
4.88%	-	200	256	313	363	413
5.25%	-	325	375	**425**	456	488
5.63%	-	425	456	488	519	550
6.00%	-	488	519	550	550	550

Erogazione 2026 (€'000)

EBITDA Margin \ Crescita fatturato vs Target crescita fatturato	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<5.00%	-	-	-	-	-	-
5.00%	-	-	-	200	250	300
5.38%	-	200	256	313	363	413
5.75%	-	325	375	**425**	456	488
6.13%	-	425	456	488	519	550
6.50%	-	488	519	550	550	550

Biagio La Porta

Biagio La Porta

Base Salary: €270,000

Bonus Pool: €270,000 (100% of base)

Obiettivi 2024

EBITDA margin \ Crescita fatturato	<10.5%	10.5%	13.0%	15.5%	18.0%	20.5%
<3.90%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3.90%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
4.15%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
4.40%	0.0%	65.0%	75.0%	**85.0%**	91.3%	97.5%
4.65%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
4.90%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Obiettivi 2025

EBITDA margin \ Crescita fatturato vs Target crescita fatturato	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<4.50%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
4.50%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
4.88%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
5.25%	0.0%	65.0%	75.0%	**85.0%**	91.3%	97.5%
5.63%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
6.00%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Obiettivi 2026

EBITDA margin \ Crescita fatturato vs Target crescita fatturato	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<5.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
5.00%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
5.38%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
5.75%	0.0%	65.0%	75.0%	**85.0%**	91.3%	97.5%
6.13%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
6.50%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Erogazione 2024 (€'000)

EBITDA Margin \ Crescita fatturato	<10.5%	10.5%	13.0%	15.5%	18.0%	20.5%
<3.90%	-	-	-	-	-	-
3.90%	-	-	-	108	135	162
4.15%	-	108	138	169	196	223
4.40%	-	176	203	**230**	246	263
4.65%	-	230	246	263	280	297
4.90%	-	263	280	297	297	297

Erogazione 2025 (€'000)

Crescita fatturato vs Target crescita fatturato

EBITDA Margin	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<4.50%	-	-	-	-	-	-
4.50%	-	-	-	108	135	162
4.88%	-	108	138	169	196	223
5.25%	-	176	203	**230**	246	263
5.63%	-	230	246	263	280	297
6.00%	-	263	280	297	297	297

Erogazione 2026 (€'000)

Crescita fatturato vs Target crescita fatturato

EBITDA Margin	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<5.00%	-	-	-	-	-	-
5.00%	-	-	-	108	135	162
5.38%	-	108	138	169	196	223
5.75%	-	176	203	**230**	246	263
6.13%	-	230	246	263	280	297
6.50%	-	263	280	297	297	297

Alessandro Esposti

Alessandro Esposti

Base Salary: €270,000

Bonus Pool: €162,000 (60% of base)

Obiettivi 2024

EBITDA margin \ Crescita fatturato	<10.5%	10.5%	13.0%	15.5%	18.0%	20.5%
<3.90%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3.90%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
4.15%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
4.40%	0.0%	65.0%	75.0%	85.0%	91.3%	97.5%
4.65%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
4.90%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Obiettivi 2025

Crescita fatturato vs Target crescita fatturato

EBITDA margin	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<4.50%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
4.50%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
4.88%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
5.25%	0.0%	65.0%	75.0%	85.0%	91.3%	97.5%
5.63%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
6.00%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Obiettivi 2026

Crescita fatturato vs Target crescita fatturato

EBITDA margin	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<5.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
5.00%	0.0%	0.0%	0.0%	40.0%	50.0%	60.0%
5.38%	0.0%	40.0%	51.3%	62.5%	72.5%	82.5%
5.75%	0.0%	65.0%	75.0%	85.0%	91.3%	97.5%
6.13%	0.0%	85.0%	91.3%	97.5%	103.8%	110.0%
6.50%	0.0%	97.5%	103.8%	110.0%	110.0%	110.0%

Erogazione 2024 (€'000)

EBITDA Margin \ Crescita fatturato	<10.5%	10.5%	13.0%	15.5%	18.0%	20.5%
<3.90%	-	-	-	-	-	-
3.90%	-	-	-	65	81	97
4.15%	-	65	83	101	117	134
4.40%	-	105	122	138	148	158
4.65%	-	138	148	158	168	178
4.90%	-	158	168	178	178	178

Erogazione 2025 (€'000)

EBITDA Margin \ Crescita fatturato vs Target crescita fatturato	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<4.50%	-	-	-	-	-	-
4.50%	-	-	-	65	81	97
4.88%	-	65	83	101	117	134
5.25%	-	105	122	138	148	158
5.63%	-	138	148	158	168	178
6.00%	-	158	168	178	178	178

Erogazione 2026 (€'000)

EBITDA Margin \ Crescita fatturato vs Target crescita fatturato	<(5%)	(5.0%)	(2.5%)	0.0%	2.5%	5.0%
<5.00%	-	-	-	-	-	-
5.00%	-	-	-	65	81	97
5.38%	-	65	83	101	117	134
5.75%	-	105	122	138	148	158
6.13%	-	138	148	158	168	178
6.50%	-	158	168	178	178	178

In the event of termination of the Relationship following a bad leaver hypothesis, before the end of the reference financial year, the Beneficiary will definitively and fully lose the right to receive this incentive.

In the event of termination of the Relationship following a good leaver hypothesis envisaged by the LTI Plan before the end of the reference financial year, the Beneficiary (or heirs thereof) will retain the right to receive the LTI Bonus calculated pro rata to the achievement of the Performance Objectives. It should be understood that the proportion will be determined with reference to the number of days of the tax year during which the Beneficiary's Relationship was in force.

For the purposes of the above, bad leaver means the termination of the Relationship between the Beneficiary and the Company due to: (i) voluntary resignation by the Beneficiary not supported by just cause; (ii) revocation for just cause; (iii) dismissal for just cause pursuant to Article 2119 of the Italian Civil Code or disciplinary reasons, both ascertained with a first-instance ruling.

I.i Criteria used for assessing the achievement of the performance targets underlying the assignment of shares, options, other financial instruments or other variable components of remuneration.

For more information in this regard, see the details indicated in point I.h above.

Amendments to the 2019-2021 Performance Share Plan

In relation to the 2019-2021 Performance Share Plan (the "**2019-2021 Plan**"), subject to the approval by the Shareholders' Meeting of this amendment to the 2024 Policy and the 2019-2021 Plan, payment of the third and final *tranche* of this plan in favour of Marco Vittorelli, Biagio La Porta and Rosario Rasizza, as achievement of the performance objectives set forth in this plan has been confirmed following the approval of the financial statements as at 31 December 2023, and will take place in monetary form at the price of €16.50 for each OJM share in the terms indicated below: €97,548 for Marco Vittorelli (equal to 5,912 shares at a value of €16.50 per share), €743,490 for Rosario Rasizza (equal to 45,060 shares at a value of €16.50 per share) and €193,182 for Biagio La Porta (equal to 11,708 shares at a value of €16.50 per share).

It is understood that, only subject to the approval of the Shareholders' Meeting referred to above, the Board of Directors will proceed, at its first meeting, with adopting the necessary resolutions to make the payment in monetary form mentioned above.

With regard to Alessandro Esposti and the other Executives with strategic responsibilities who are beneficiaries of the third and final *tranche* of the 2019-2021 Performance Share Plan, the Company instead allocated a total of 12,615 OJM shares to these persons, following a resolution adopted by the Board of Directors on 24 May 2024, subject to the favourable opinion of the Remuneration Committee issued on the same date.

For further details regarding the 2019-2021 Plan, see the Information Document published for use by the Shareholders' Meeting of 17 April 2019 and available on the Company website (www.openjobmetis.it) which must be read together with the provisions laid down in this document.

2022-2024 Performance Share Plan

For the sake of completeness, it should be noted that, in relation to the 2022-2024 Performance Share Plan:

- the conditions were met to accelerate the accrual of the rights to receive shares in the event of public offers pursuant to the provisions of this plan by virtue of the notification of the launch of a public tender offer by Groupe Crit following the acquisitions made;
- Marco Vittorelli, Biagio La Porta and Rosario Rasizza waived the acceleration of the accrual of

the rights to receive shares in the event of public offers envisaged by this plan;

- with regard to Alessandro Esposti and the other Executives with strategic responsibilities who are beneficiaries of this plan, the acceleration concerned exclusively the rights to receive shares assigned as part of the first and second *tranches* of this plan, with respect to which the Company therefore proceeded to allocate to these parties a total of 8,520 OJM shares, following a resolution adopted by the Board of Directors on 24 May 2024, subject to the favourable opinion of the Remuneration Committee issued on the same date;
- Alessandro Esposti and the other Executives with strategic responsibilities who are beneficiaries of this plan have waived the acceleration of the accrual of the rights to receive shares in the event of public offers envisaged by this plan in relation to the third *tranche* thereof;
- the waivers referred to in the previous points must be considered conditional on the signature and full effectiveness of the Manager Agreements.

For further details regarding the 2022-2024 Performance Share Plan, please refer to the information document, for use by the Shareholders' Meeting of 19 April 2022, on the website of the Company (www.openjobmetis.it).

I.j Contribution of the remuneration policy to the company's strategy, the pursuit of long-term interests and the sustainability of the Company.

In the opinion of the Board of Directors, the Remuneration Policy contributes to the pursuit of the objective of creating value over the mid/long-term period. It contributes to the company's strategy, to the pursuit of long-term interests and to the sustainability of the Company, in accordance with the purposes pursued as per point I.e above.

This result is the consequence of a balanced mix between the fixed and the variable component of the remuneration and of the type of parameter chosen for determining the performance targets.

The Remuneration Policy, calculated in this way, pursues the objective of aligning remuneration with medium/long-term values and strategies, linking the remuneration itself to company results. In this regard, the ratio between the fixed component and the variable component is appropriately balanced with a view to compatibility and sustainability of individual and company objectives in the medium/long-term.

I.k Deadlines for accrual of the rights (so-called vesting period), any deferred payment systems, with indication of the deferral periods and the criteria used for the determination of these periods and, if envisaged, the ex post correction mechanisms (malus or repayment of "claw-back" variable fees) of the variable component.

For more information in this regard, see the details indicated in point I.h and I.i above.

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I.l Possible clauses for the retention in the portfolio of the financial instruments after their acquisition, with indication of the retention periods and the criteria used for the establishment of these periods.

For more information in this regard, see the details indicated in point I.h and I.i above.

It should be noted that, as specified in point I.f.2, the medium-/long-term variable component of the remuneration of Executive Directors and Executives with strategic responsibilities consists of the LTI Plan, which is a monetary incentive plan not based on financial instruments.

I.m Policy relating to the compensation provided for in the event of termination of office or termination of employment.

The Manager Agreements provide for the following rules on the remuneration envisaged in the event of termination of office or dissolution of the employment relationship, as well as non-competition agreements.

Rosario Rasizza – Managing Director

Non-Competition Agreement

Pursuant to the RR Contract, it is envisaged that Rosario Rasizza, for the full term of the RR Office and for 18 months after the expiry thereof, shall refrain, within the territory including Italy, San Marino and the Vatican City (for the purposes of this paragraph, the "**Territory**"), from providing services, directly or indirectly, as an employee, director, shareholder, consultant, or any other title, in favour of competitors of the Company or of its subsidiaries in the sector of employment agencies, staff leasing agencies, personnel recruitment and selection, the provision of professional outplacement support services and the provision of training services (for the purposes of this paragraph, the "**Relevant Market**"). Territory means both the place where the Director performs the services and the registered offices of the entities on whose behalf or for whose benefit the activities are carried out by the Director.

The consideration for the obligations relating to the non-competition agreement consists in a percentage equal to 50% of the RR Remuneration. In any case, the consideration of the non-competition agreement may not be less than a total of €600,000.00 (six hundred thousand Euro) gross. In the event of termination of the RR Office and the RR Contract before the full payment of this consideration, the remainder will be paid in 18 (eighteen) equal monthly instalments deferred from the date of termination of the RR Office.

Pursuant to the RR Contract, it is also envisaged that Rosario Rasizza, for his full term of office as a member of the Board of Directors and for 18 months after the termination thereof, for whatever reason, shall refrain, within the Territory, from encouraging consultants and employees of the Company having a contract in place with the Company aimed at facilitating the commercial relationship between the Company and the client companies, to interrupt or in any event modify their relations with the Company and to establish new relationships or intensify existing ones with companies that carry out competing activities on the Relevant Market.

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<u>Early termination of term of office and non-appointment to the Board of Directors of the Company</u>

Pursuant to the RR Contract, in the event of termination of the RR Office as Managing Director of the Company before the approval of the financial statements for the financial year 2026 by the Shareholders' Meeting (for the purposes of this paragraph, the "**End Date**") or - unless otherwise agreed between the Parties - the expiry of the new mandate following renewal of the RR Office where applicable (for the purposes of this paragraph, the "**New End Date**"), for one of the good leaver hypotheses identified in the contract, the Company will pay Rosario Rasizza an amount equal to one annual amount of the RR Remuneration - both for the RR Office and the office held in Openjob Consulting S.r.l. - as most recently received at the date of termination of the RR Office or the amount established pursuant to the RR Contract if higher (for the purposes of this paragraph, the "**Termination Indemnity**").

The Termination Indemnity will be paid in addition to: (i) the RR Remuneration - as most recently received at the date of termination of the RR Office or to the extent established pursuant to the RR Contract if higher - which would have accrued in full up to the End Date or until the New End Date, where applicable; (ii) the LTI Bonus accrued pro rata until the date of termination of the RR Office; (iii) the reimbursement of expenses incurred (against the relevant supporting documents approved by the Company); and (iv) the use of the company car for a period of one year following its termination. Pursuant to the RR Contract, it is also understood that, in this case, if the RR Office is terminated early at the end of the reference tax year, the amount of the LTI Bonus, if accrued, will be calculated pro rata to the actual duration of the RR Office during the reference financial year. If, on the other hand, the RR Office ceases after the aforementioned end of the reference year, the LTI Bonus accrued will be paid in full.

The Termination Indemnity, together with the amounts indicated above, will be paid to the Director according to the time frames and methods indicated in the RR Contract.

Pursuant to the RR Contract, good leaver means the termination of the RR Office as Managing Director of the Company before the End Date or New End Date, where applicable, for one of the following cases:

(i) the dismissal of the Director for reasons other than or in the absence of a just cause for dismissal (meaning the wilful non-fulfilment by the Director of his/her legal and contractual obligations);

(ii) death or the impossibility of the Director to perform his/her duties due to illness or disability that lasts for a continuous period of more than 6 (six) calendar months;

(iii) resignation for just cause;

(iv) failure to renew the RR Office, and at least under the same conditions and terms as in the RR Contract, following the termination of the RR Office before the End Date or the New End Date, where applicable, due to the end of the term of office of the entire Board of Directors of the Company for any reason (e.g. resignation of the majority of the members of the Board and/or application of the statutory clause of *simul stabunt simul cadent*, etc.) as well as the non-renewal of the Director in the RR Office, and at least under the same conditions and terms set forth in the RR Contract, following termination before the End Date or New End Date, where applicable, following the merger of the Company into any of the companies forming part, on the date of completion of the public tender offer, of the Group or following the merger of any of the companies forming part, at the date of completion of the public tender offer, of the Group, into the Company.

Pursuant to the RR Contract, in the event of failure to re-appoint the Director in the RR Office as a member of the Board of Directors of the Company, after the End Date or New End Date, the Director will be entitled - upon signature of the settlement agreement resolving the conciliation procedure in protected session pursuant to the provisions of the RR Contract where requested by the Company - to payment of a sum equal to one year of the RR Remuneration received by the Director both for the RR Office and for the office held in Openjob Consulting S.r.l. - as most recently received at the date of termination of the RR Office or established pursuant to the RR Contract if higher - by way of indemnity for non-renewal as a lump sum within one month of the appointment of the new Board of Directors, in addition to the reimbursement of expenses incurred (against the related supporting documents approved by the Company).

Marco Vittorelli - Chairman of the Board of Directors

Non-Competition Agreement

Pursuant to the MV Contract, it is envisaged that Marco Vittorelli, for the full term of the MV Office and for 18 months after the expiry thereof, shall refrain, within the territory including Italy, San Marino and the Vatican City (for the purposes of this paragraph, the "**Territory**"), from providing services, directly or indirectly, as an employee, director, shareholder, consultant, or any other title, in favour of competitors of the Company or of its subsidiaries in the sector of employment agencies, staff leasing agencies, personnel recruitment and selection, the provision of professional outplacement support services and the provision of training services (for the purposes of this paragraph, the "**Relevant Market**"). Territory means both the place where the Director performs the services and the registered offices of the entities on whose behalf or for whose benefit the activities are carried out by the Director.

A part of the MV Remuneration, equal to €100,000.00 (one hundred thousand Euro) gross, is to be understood as a consideration for the obligations relating to the non-competition agreement. In any case, the consideration of the non-competition agreement may not be less than a total of €300,000.00 (three hundred thousand Euro) gross. In the event of termination of the MV Office and the MV Contract before the full payment of this consideration, the remainder will be paid in 18 (eighteen) equal monthly instalments deferred from the date of termination of the MV Office.

Pursuant to the MV Contract, it is also envisaged that Marco Vittorelli, for his full term of office as a member of the Board of Directors and for 18 months after the termination thereof, for whatever reason, shall refrain, within the Territory, from encouraging consultants, employees of the Company and reporters having a contract in place with the Company aimed at facilitating the commercial relationship between the Company and the client companies, to interrupt their relations with the Company and to establish new relationships with companies that carry out competing activities on the Relevant Market.

Early termination of term of office

Pursuant to the MV Contract, in the event of termination of the MV Office as Chairman of the Board of Directors before the approval of the financial statements for the financial year 2026 by the Shareholders' Meeting (for the purposes of this paragraph, the "**End Date**") or - unless otherwise agreed between the Parties - the expiry of the new mandate following renewal of the MV Office where applicable (for the purposes of this paragraph, the "**New End Date**"), for one of the good leaver hypotheses identified in the contract, the Company will pay Marco Vittorelli an amount equal to the MV Remuneration - as most recently received at the date of termination of the MV Office or the amount established pursuant to the MV Contract if higher - which would have accrued in full until the End Date or New End Date, where applicable (for the purposes of this paragraph, the "**Termination Indemnity**").

The Termination Indemnity will be paid in addition to and together with the reimbursement of expenses incurred (against the relevant supporting documents approved by the Company), according to the time frames and methods indicated in the MV Contract.

Pursuant to the MV Contract, good leaver means the termination of the MV Office as Chairman of the Company's Board of Directors before the Final End Date or New Final End Date, where applicable, for one of the same causes described above with reference to the termination compensation of the Managing Director.

Biagio La Porta - Director with powers for the management of the Company's commercial policy

Non-Competition Agreement

Pursuant to the BLP Contract, it is envisaged that Biagio La Porta, for the full term of the BLP Office and for 18 months after the expiry thereof, shall refrain, within the territory including Italy, San Marino and the Vatican City (for the purposes of this paragraph, the "**Territory**"), from providing services, directly or indirectly, as an employee, director, shareholder, consultant, or any other title, in favour of competitors of the Company or of its subsidiaries in the sector of employment agencies, staff leasing agencies, personnel recruitment and selection, the provision of professional outplacement support services and the provision of training services (for the purposes of this paragraph, the "**Relevant Market**"). Territory means both the place where the Director performs the services and the registered offices of the entities on whose behalf or for whose benefit the activities are carried out by the Director.

The consideration for the obligations relating to the non-competition agreement consists in a percentage equal to 50% of the BLP Remuneration. In any case, the consideration of the non-competition agreement may not be less than a total of €405,000.00 (four hundred and five thousand Euro) gross. In the event of termination of the BLP Office and the BLP Contract before the full payment of this consideration, the remainder will be paid in 18 (eighteen) equal monthly instalments deferred from the date of termination of the BLP Office.

Pursuant to the BLP Contract, it is also envisaged that Biagio La Porta, for his full term of office as a member of the Board of Directors and for 18 months after the termination thereof, for whatever reason, shall refrain, within the Territory, from encouraging consultants and employees of the

Company having a contract in place with the Company aimed at facilitating the commercial relationship between the Company and the client companies, to interrupt or in any event modify their relations with the Company and to establish new relationships or intensify existing ones with companies that carry out competing activities on the Relevant Market.

Early termination of term of office

Pursuant to the BLP Contract, in the event of termination of the BLP Office as Company Director before the approval of the financial statements for the financial year 2026 by the Shareholders' Meeting (for the purposes of this paragraph, the "**End Date**") or - unless otherwise agreed between the Parties - the expiry of the new mandate following renewal of the BLP Office where applicable (for the purposes of this paragraph, the "**New End Date**"), for one of the good leaver hypotheses identified in the contract, the Company will pay Biagio La Porta an amount equal to one annual amount of the BLP Remuneration - as most recently received at the date of termination of the BLP Office or the amount established pursuant to the BLP Contract if higher - received by the Director for both the BLP Office and the office held in Openjob Consulting S.r.l., by way of a lump-sum indemnity strictly connected with the termination of the BLP Office (for the purposes of this paragraph, the "**Termination Indemnity**").

The Termination Indemnity will be paid in addition to: (i) the BLP Remuneration - as most recently received at the date of termination of the BLP Office or to the extent established pursuant to the BLP Contract if higher - which would have accrued in full up to the End Date or until the New End Date, where applicable; (ii) the LTI Bonus accrued pro rata until the date of termination of the BLP Office; (iii) the reimbursement of expenses incurred (against the relevant supporting documents approved by the Company); and (iv) the use of the company car for a period of one year following its termination. Pursuant to the BLP Contract, it is also understood that, in this case, if the BLP Office is terminated early at the end of the reference tax year, the amount of the LTI Bonus, if accrued, will be calculated pro rata to the actual duration of the BLP Office during the reference financial year. If, on the other hand, the BLP Office ceases after the aforementioned end of the reference year, the LTI Bonus accrued will be paid in full.

The Termination Indemnity, together with the amounts indicated above, will be paid to the Director according to the time frames and methods indicated in the BLP Contract.

Pursuant to the BLP Contract, good leaver means the termination of the BLP Office before the End Date or New End Date, where applicable, for one of the same causes described above with reference to the termination compensation of the Managing Director.

Alessandro Esposti - *Chief Financial Officer* qualifying as an Executive with strategic responsibilities

As shown in Section I of the 2024 Report, the individual contracts with Executives with strategic responsibilities – stipulated in accordance with the applicable National Collective Labour Agreement, and supplemented and amended on the basis of the aforementioned ad hoc agreements – envisage the assumption of non-competition undertakings. The consideration for the aforementioned non-competition obligation constitutes a percentage of approximately 24% of the

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fixed remuneration received. In relation to the Non-Competition Agreement, the AE Contract clarifies that its geographical scope is extended to the entire territory of the Italian State, the Republic of San Marino and the Vatican City (for the purposes of this paragraph, the "**Territory**"). Territory means both the place where the executive performs the services and the registered offices of the entities on whose behalf or for whose benefit the activities are carried out by the executive.

Pursuant to the AE Contract, in the event of dismissal during the 3 years of the AE Contract for reasons other than just cause pursuant to Article 2119 of the Italian Civil Code or for disciplinary reasons, the executive will have the right to receive, in addition to the severance package (severance pay, thirteenth and fourteenth monthly accruals, indemnity in lieu of holidays not taken, with the express exclusion of the indemnity in lieu of notice, where due, or any compensation) in connection with the termination of the employment relationship as a redundancy incentive, an amount equal to €690,000.00 (six hundred and ninety thousand Euro).

The aforementioned amount as a redundancy incentive will be paid to the executive in addition to: (i) the LTI Bonus accrued on a pro rata basis at the date of termination of the employment relationship, (ii) reimbursement of all expenses incurred for the performance of the employment relationship (against the related supporting documents approved by the Company), and (iii) use of the company car for a period of one year following the termination. It is understood that the accrued LTI Bonus will be paid on a pro rata basis in the event that the employment relationship between the Company and the executive is terminated early at the end of the reference tax year. If, on the other hand, the Executive's employment relationship ceases after the aforementioned end of the reference year, the LTI Bonus accrued will be paid in full.

The incentive and the additional amounts mentioned above will be paid to the Executive according to the time frame and methods indicated in the AE Contract.

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As stated above, the individual contracts between the Executive Directors, Executives with strategic responsibilities and the Company establish the terms and methods for assigning these amounts; except for the details mentioned above, there is no further link between the fees indicated and the Company's performance.

With regard to the effects of the termination of the relationship on the rights assigned to Executive Directors and Executives with strategic responsibilities within the scope of LTI plans, please refer to the detailed provisions of the information documents published for the purposes of the Shareholders' Meetings of 19 April 2022 (2022-2024 Performance Share Plan), 17 April 2019 (2019-2021 Performance Share Plan) and 20 April 2017 (2016-2018 Phantom Stock Option Plan), as available on the Company's website (www.openjobmetis.it), as well as the information laid down in point 1.h above.

The Company does not envisage entering into consultancy contracts with the Directors for the period subsequent to termination of the relationship; however, it does not rule out this possibility for Executives with strategic responsibilities who access pension benefits.

I.n Insurance coverage, i.e. welfare or pension coverage, other than the mandatory coverages.

All the Directors and Executives with strategic responsibilities are guaranteed by the coverage associated with the 'Directors & Officers' insurance policy; for Executive Directors and Executives with strategic responsibilities, further insurance policies may be taken out (such as accident cover, life insurance, medical expenses cover, etc).

I.o Remuneration policy possibly followed with reference: (i) to the independent directors, (ii) to participation in committees and (iii) to the performance of particular offices (chairman, deputy chairman, etc.).

In accordance with Recommendation no. 29 of the Corporate Governance Code, the remuneration of non-executive Directors is appropriate to the competence, professionalism and commitment required by the duties assigned to them on the Board of Directors and on its committees; such remuneration is not linked to financial performance targets.

As regards the Independent Directors, the relative fee is currently fixed to the same extent as that of the other Non-Executive Directors and is not linked to the economic results achieved by the Company.

As regards participation in the Committees, the Company has provided for the payment, as an additional element with respect to the annual fixed fee, of additional and differentiated fixed fees for members and chairmen of the board committees. In addition to the fixed fee specified herein, attendance allowances have not been provided for; any costs incurred for the performance of the appointment are reimbursed upon submitting an expense account and are subject to presentation of the justifying documents.

With regard to the positions of Chairman and Deputy Chairman, reference is made – as executive figures – to points I.f.2. and I.m.

It should be noted that, due to the proposed amendment to the 2024 Policy, the Shareholders' Meeting called for 26 June 2024 will be called to resolve on the recalculation of the total annual remuneration due to the members of the Board of Directors, without prejudice to the prerogatives attributed to the latter pursuant to the law, the Articles of Association and any resolutions passed by the said Shareholders' Meeting.

I.p Information on any benchmarking with the remuneration policies of other companies.

In preparing the contents of the Remuneration Policy for the year 2024 and the associated amendment proposed to the Shareholders' Meeting of 26 June 2024, the Company did not take into consideration new benchmarking activities with respect to the remuneration policies of other companies or peers.

1.q Elements of the policy from which, in exceptional circumstances, it is possible to derogate and procedural conditions on the basis of which the derogation can be applied.

Pursuant to the provisions of Article 123-ter(3-*bis*) of the Consolidated Finance Act, the Company cannot temporarily derogate from the 2024 Policy, as amended, on the basis of the provisions of this document.

2. Board of Statutory Auditors.

In line with Recommendation no. 30 of the Corporate Governance Code, the members of the Board of Statutory Auditors are remunerated with a fixed annual fee, the amount of which is appropriate to the competence, professionalism and commitment required by the significance of the role covered and the size and sector characteristics of the Company. Any costs incurred for the performance of the appointment are reimbursed upon submitting an expense account and are subject to presentation of the justifying documents.

The fee received by the current members of the Board of Statutory Auditors was determined on the basis of the Shareholders' resolution of 29 April 2024 and in accordance with the provisions of Art. 2402 of the Italian Civil Code, or at the time of their appointment and for the entire duration of their office.

Milan, 24 May 2024

on behalf of the Board of Directors of

Openjobmetis S.p.A.

The Chairman

(Marco Vittorelli)