ORDINARY SHAREHOLDERS MEETING
APRIL 24, 2026

Board of Directors' Report
Approval of 2026 Stock Grant Plan

(item 4 on the agenda)

JOINT-STOCK COMPANY - SHARE CAPITAL EURO 62,461,355.84
MILAN MONZA-BRIANZA LODI COMPANY REGISTER AND TAX CODE 00607460201
COMPANY SUBJECT TO THE DIRECTION AND COORDINATION OF CIR S.p.A.
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PROPOSAL REGARDING THE APPROVAL OF THE 2026 STOCK GRANT PLAN

Dear Shareholders,

In order to align the interests of the *management* with the objectives of creating value for the Group and its Shareholders over the medium to long term, to stimulate commitment to the achievement of common Group objectives and to encourage the employees holding "key" positions in the Group to continue working in their functions we propose to approve the 2026 Stock Grant Plan (the "Plan"), which is intended for Group employees, identified from time to time by the Company's bodies entitled or delegated to do that, who will be attributed maximum n. 750,000 Units.

The Plan provides for the free grant of conditional rights (the "Units"), not transferable to third parties or other beneficiaries, entitling to the free grant of one Sogefi ordinary share at the date and according to the conditions specified in the Plan. All shares granted under the Plan shall be treasury shares held by the Company.

The Plan that we are submitting for your approval is described in the Information Document prepared by the Board of Directors of the Company, which describes the terms, conditions and methods of implementation (the "Information Document"), made available to you in accordance with the provisions of current Consob regulations and forming part of this Report.

The proposed Plan is in continuity with the stock grant plans previously approved by the shareholders.

We therefore propose to you the approval of the following resolution:

"*The Ordinary Shareholders Meeting of Sogefi S.p.A., considering the proposal of the Board of Directors,*

resolves

1) *to approve the 2026 Stock Grant Plan intended for employees of the Company and its subsidiaries and granting a maximum of 750,000 Units, each one of which shall grant the beneficiaries the right to receive 1 share of the Company free of charge, as described in the Information Document prepared in accordance with the terms of Italian Legislative Decree no. 58/98 which is part of the report prepared for this purpose by the Board of Directors;*

2) *to grant the Board of Directors full power and authority to implement the Plan and specifically, by way of non-exhaustive example, to:*

   a) *identify the beneficiaries and establish the number of rights ("Units") to be granted to each beneficiary in compliance with the maximum number approved by the Shareholders Meeting;*

   b) *draw up and approve the Plan regulations and fulfil all obligations, formalities and communication requirements (including those required by law and regulations applicable to the Plan from time to time) necessary or appropriate for the purpose of administering and/or implementing and managing the Plan, in compliance with terms and conditions outlined in the Information Document.*

with the power to delegate, in whole or in part, the aforesaid powers to the Chairman within the limits of the law".

Information Document on the 2026 Stock Grant Plan

This document (the "Information Document") has been prepared in accordance with the provisions of Article 84-bis of Consob Regulation No. 11971/99 ("Rules for Issuers"), implementing Italian Legislative Decree No. 58/98, in order to provide the Shareholders' Meeting with the information necessary to resolve on the 2026 Stock Grant Plan, which qualifies as a relevant plan pursuant to Article 84-bis, paragraph 2, of the Rules for Issuers.

Definitions

For the purpose of this Information Document, the meaning of the following terms and expressions is set forth below:

- "Shares" (or individually "Share"): shall mean the ordinary shares of the Company.
- "Beneficiaries": shall mean the employees of the Company and Subsidiaries, identified, at its sole discretion, by the Board of Directors, upon favourable opinion of the Appointment and Remuneration Committee.
- "Appointment and Remuneration Committee": shall mean the pro tempore nomination and remuneration committee, appointed by the Board of Directors.
- "Board of Directors": shall mean the pro tempore Board of Directors of the Company.
- "Subsidiaries": shall mean the companies directly or indirectly controlled by the Company from time to time.
- "Control": shall mean the direct or indirect control of the Company, pursuant to Article 2359 of the Italian Civil Code.
- "Grant Date": shall mean the date of the resolution with which the Board of Directors identify the Beneficiaries, determining the number of *Units* to be granted to each one of them (or the different date set by the Board of Directors at the time of the approval of the Regulations of the Plan).
- "Group": shall mean Sogefi S.p.A., with registered offices in Milano, Via Ciovassino 1 and its Subsidiaries.
- "Heirs": shall mean the heirs, legitimate and/or testamentary, of the Beneficiaries identified pursuant to the laws in force from time to time.
- "Economic-Financial Indicators": shall mean the economic-financial parameters identified by the Board of Directors and reported in the Application Form.
- "Non-Financial Indicators": shall mean the non-financial parameters identified by the Board of Directors and reported in the Application Form.
- "Industry Index": shall mean the arithmetic mean of the Benchmark Company ratios, calculated by excluding the two Benchmark Companies with the highest and lowest value.
- "Benchmark Company Index": shall mean the ratios (expressed as a percentage) between the Standard Value calculated in local currency of the shares of each Benchmark Company at each one of the accrual dates of the Units and the Initial Value calculated in local currency of the shares of each Benchmark Company, adjusted for extraordinary factors such as, by way of example, capital increases and extraordinary dividends.
- "Sogefi Index": shall mean the ratio (expressed as a percentage) between the Standard Value of the Shares at each one of the accrual dates of the *Units* and the Initial Value of the Shares.
- "Economic-Financial Targets": shall mean the target values of the Economic-Financial Indicators, identified by the Board of Directors and indicated in the Application Form.
- "Non-Financial Targets": shall mean the target values of the non-Financial Indicators, identified by the Board of Directors and indicated in the Application Form.

- "Plan": shall mean the 2026 *Stock Grant* Plan.
- "Employment Relationship": shall mean the employment relationship existing between the Beneficiaries and one of the companies of the Group.

  "Regulations": shall mean the regulations, the object of which is to define the criteria, methods and terms of implementation of the Plan.
- "Economic-Financial Results": shall mean the value of the Economic-Financial Indicators actually achieved, as resulting from the Company's financial statements.
- "Non-Financial Results": shall mean the value of the non-Financial Indicators actually achieved, as resulting from the Sustainability Report published by the Company, or other equivalent information.
- "Acceptance Form": shall mean the specific form delivered by the Company to the Beneficiaries which, when signed by them, constitutes, for all purposes, full and unconditional acceptance of the Plan by the Beneficiaries.
- "Company": Sogefi S.p.A. with registered office in Milan, Via Ciovassino 1.
- "Benchmark Companies": shall mean the companies AKWEL Automotive, Continental AG, Faurecia S.A., Valeo S.A., Autoliv Inc., Plastic Omnium SE, CIE Automotive S.A., Brembo S.p.A., Autoneum Holding AG, Elringklinger AG. The list was selected at the date of drafting this Information Document, based on the criterion of belonging to the Auto Parts & Equipments subsector of the Standards & Poors GICS classification, having 2025 revenues higher than Euro 1 billion and being listed on Western European stock markets. If one or more Benchmark Companies cease to exist for any reason (including, by way of example, delisting), the Board of Directors shall have the right to amend the list by adding other Benchmark Companies having substantially similar characteristics to the selected companies.
- "Final Term": shall mean the same day of the tenth year after the Grant Date, the date on which the *Units* that have not been exercised for any reason or cause shall cease to be effective on the basis of the conditions established in the Regulations of the Plan.
- "Units": shall mean the conditional rights that are the subject of the Plan, granted free of charge and not transferable *inter vivos*, each one of them giving the Beneficiaries the right to be granted 1 Share free of charge according to the terms and conditions set out in the Regulations. The Units shall be divided into three categories:
  (i) "*Time-based Units*" whose accrual shall be subject to the expiry of the time limits indicated in the Regulations;
  (ii) "*Type A performance Units*", whose accrual shall be subject to the expiry of the time limits and the achievement of objectives relating to the stock market performance of the Shares, measured on the basis of a comparison between the Sogefi Index and the Industry Index as indicated in the Regulations;
  (iii) "*Type B performance Units*", whose accrual shall be subject to the expiry of the time limits and the achievement of the Economic-Financial Objectives and/or the Non-Financial Objectives, measured, respectively, on the basis of a comparison between the Economic-Financial Results and the Economic-Financial Objectives, and the Non-Financial Results and the Non-Financial Objectives, as indicated in the Regulations.
- "Initial Value": shall mean the Standard Value of the Shares or shares of each Benchmark Company (as the case may be) on the Grant Date.
- "Standard Value": shall mean the Standard value of the Shares, or of the shares of each Benchmark Company (as the case may be), determined pursuant to Article 9, paragraph 4, letter a) of the Italian Consolidated Income Tax Act TUIR.

1. Recipients

1.1 List of the names of Plan recipients who are members of the Board of Directors of the Company

No grants are made to members of the Board of Directors.

1.2 Indication of the categories of employees benefiting from the Plan

The employees of the Company, or of companies in the Group to which it belongs.

1.3 Indication of the names of the persons benefiting from the Plan belonging to the following groups: a) general managers of the issuer, b) other executives with strategic responsibilities of the issuer (not a "small sized" issuer) in the event that they have received, during the course of the financial year, total remuneration greater than the highest total remuneration among those attributed to the Members of the Board of Directors and General Managers, c) individuals controlling the issuer of shares who are employees or who perform collaboration activities in the issuer of shares

There are no individuals belonging to groups a) and c).

In the group b) Mr. Luigi Lubrano and Mr. Michael Sebagh, *Chief Executive Officers* of the two Business Unit.

1.4a Description and number of the recipients of the Plan who are executives with strategic responsibilities other than those indicated in letter b) of paragraph 1.3

There is n. 1 recipients who holds the role of manager with strategic responsibilities: the Manager responsible for preparing the company financial reports, as provided under art. 154-bis of Italian Legislative Decree 58/98.

1.4b Aggregate indication of Executives with strategic responsibilities in the case of "small sized" companies

Not applicable.

1.4c Any categories of employees or collaborators for whom different characteristics of the Plan are envisaged

The characteristics of the plan are the same for all the beneficiaries, except for the terms for the conversion of the *Units* and the granting of the Shares, which are different according to local regulations, as indicated in point 3.4 below.

2. Reasons for implementing the Plan

2.1 Purpose of the Plan

The falls within the category of incentive plans based on a conditional accrual of rights to receive shares for free and it is deemed to be the most effective tool to address the Company's and the Group's interests, for the following reasons:

- first of all, it is an incentive tool aimed at stimulating the pursue of objectives over the medium to long term as it contemplated a deferred compensation over a long period of time;
- furthermore, it is an incentive tool which aligns the interests of the management with those of all the shareholders and the stakeholders as the value of the benefit is determined in relation to the creation of value over the medium to long term, being subject to the achievement of the Group performance targets, including ESG targets, as well as the value of the Share at the time of the exercise;
- lastly, it is an effective retention tool, as the accrual of rights is conditional on the Beneficiaries remaining in the Group, thus strengthening the link between management personnel and the organization and favouring the consolidation of an experienced management, which is key for an organisation having the complexity of Sogefi.

2.2 Key variables and performance indicators

The Plan provides as follows:

- granting of non-transferable, gratuitous, Units, each of which may grant the right of receiving a Share for free, subject to certain circumstances:
- Units are divided in three categories:
    - *Time-based Units*, whose accrual is subject to the Beneficiary remaining in the Group and to the expiry of the pre-established accrual terms;
    - *Performance Units* A, whose accrual is subject to, not only the Beneficiary remaining in the Group and the expiry pre-established accrual terms, but also the achievement of *performance* objectives of the stock market value of the Sogefi shares compared to the value of the shares of a basket of Benchmark Companies;
    - *Performance Units* B, whose accrual is subject to, not only the Beneficiary remaining in the Group and the expiry pre-established accrual terms, but also the achievement of certain economic and financial, as well as non-financial, objectives defined by the Board of Directors on the basis of the approved plans;
- vesting of the Units starts after two years as from the Grant Date and occurs throughout the next three financial years;
- accrued Units must be redeemed in any case not later than ten years as from the Grant Date;
- in the event of the termination of the employment relationship between the Beneficiary and the Company or one of its subsidiary, for whatever reason, as well as in case of termination of the control relationship between the Company and its related subsidiary, for whatever reason, the Beneficiary retains ownership of the Units that have already vested and loses ownership of those that have not yet vested at the moment of the termination of the employment relationship (with the sole exception of the death of the Beneficiary, which means that all the Units, both those that have already vested and those that have not yet vested, are transferred to the heirs) or the control relationship by the Company over the relevant subsidiary; without prejudice to the above, it is the right of the Board of Directors, at its own discretion, to allow one or more of the beneficiaries to keep the rights resulting from the plan even in the event that they should cease to exist, and in particular to keep part or all of the Units not yet vested at the date of termination of the employment relationship or of the control relationship by the Company over the relevant subsidiary;
- even if the employment relationship is no longer in force with the Company or one of its Subsidiaries the Beneficiary is required to hold at least 10% of the Shares assigned until the sixth anniversary of the Grant Date (minimum holding), except otherwise authorized by the Board.

2.3 Criteria for determining the number of Units to be granted

The number of *Units* to be granted to each Beneficiary, as well as their allocation among the different categories, shall be determined mainly by considering the role held in the Company or in the companies of the Group and therefore his/her importance for the achievement of the objectives of the Group, as well as the total compensation received by the beneficiary for other reasons.

2.4 Reasons for any decision to grant compensation plans based on financial instruments not issued by the Company

Not applicable.

2.5 Assessment of significant tax and accounting implications

The Plan involves recording the cost of the market value of the *Units* granted to the Beneficiaries at the moment of their allocation. Recording shall be done in the income statement, in the period between the Grant Date and the end of the accrual period of the *Units*. The cost thus determined is tax deductible where provided for by applicable local regulations. In the annual report the cost of *Units* granted to employees of subsidiaries is recorded as an increase in the cost of equity investments. Any corporate social security contributions, where accrued and provided for by applicable local regulations, are also recorded in the income statement.

2.6 Possible support for the Plan by the Special Fund to encourage worker participation in companies, as per Article 4, paragraph 112, of Italian Law 350 of 24 December 2003

Not applicable.

3. Approval process and timing of instrument granting

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

The Ordinary Shareholders' Meeting of the Company will be presented the proposal to grant the Board of Directors any necessary powers to implement the Plan in accordance with the terms and conditions set forth by the Shareholders' Meeting.

In particular, it will be proposed to grant the Board of Directors any necessary power to implement the Plan, including, without limitation, the power to: (i) identify the Beneficiaries and establish the number and the category of *Units* to be granted to each one of them, in compliance with the maximum total limit approved by the Meeting; (ii) prepare the Plan Regulation and fulfil all obligations, formalities and communication requirements necessary or appropriate for the purpose of administering and/or implementing the Plan, in accordance with the terms and conditions set forth in the Information Document.

3.2 Subjects entrusted with the Plan administration

The administration of the Plan is up to the Board of Directors, which shall make use of corporate functions according to their specific competence.

3.3 Existing procedures for reviewing the Plan

In the event of extraordinary transactions on the Company's capital or similar operations, such as, by way of example but not limited to, capital increase, whether free of charge or for cash, regrouping or splitting of shares, mergers, demergers, extraordinary distributions of dividends or other events that may affect the *Units* or the Shares, the Board of Directors shall have to make the necessary or appropriate amendments and additions to the Regulations in order to keep the essential contents of the Plan as unchanged as far as possible, and in any case within the limits allowed by the laws in force from time to time.

3.4 Methods by which to determine the availability and allocation of Shares

There exist two different methods for the conversion of the *Units* and the allocation of Shares to the Beneficiaries, depending on the applicable tax and social security law.

For Beneficiaries whose allocation is subject to French or US laws, on each accrual date the Company shall automatically grant a number of Shares corresponding to the number of *Units* that have accrued.

The other Beneficiaries (whose allocation of *Units* is not subject to the French and US law) shall have the right to request the allocation of the relevant Shares as at the accrual date or at one of the subsequent accrual dates, provided that it falls within the Final Term.

The shares granted shall be treasury shares held by the Company.

To this end, on February 27, 2026, the Board of Directors proposed the Shareholders' Meeting to renew the authorisation to the Board of Directors to purchase treasury shares and to grant the Board the decision power over them, without time limits or constraints, also to service the Company's share-based compensation plans.

3.5 Role played by each Director in determining the characteristics of the Plan

The Board of Directors formulates the proposal for the Plan, taking into account the indications expressed by the Appointment and Remuneration Committee regarding the characteristics of the Plan, as provided for by the Corporate Governance Code of listed companies, to which the Company has adhered.

In the event of approval by the Shareholders' Meeting, the Board of Directors, again on the basis of the preliminary investigation carried out by the Appointment and Remuneration Committee and its indications, shall define the Regulations of the Plan, the list of Beneficiaries and the number and category of *Units* to be granted to each one of them, in accordance with the terms and conditions set by the Ordinary Shareholders' Meeting.

The Managing Director and General Manager, as a Beneficiary of the Plan, does not take part in the work and the resolutions of the Board of Directors on this subject. The latter is consulted by the Appointment and Remuneration Committee and, if necessary, by the Board of Directors only in relation to the identification of the Beneficiaries other than himself/herself and the definition of the number and type of *Units* to be granted.

3.6 Date of the decision taken by the body responsible for proposing the approval of the Plan to the Shareholders' Meeting and any proposal by the Appointment and Remuneration Committee

The Board of Directors approved the proposed Plan and this Information Document, which describes the terms and conditions of the Plan, on the recommendation of the Appointment and Remuneration Committee, on March 16, 2026.

3.7 Date of the decision taken by the competent body on the allocation of the Units and any proposal made by the Appointment and Remuneration Committee

After the Ordinary Shareholders Meeting has voted on this Plan proposal, in the event of its approval, the Board of Directors shall proceed to implement the Plan, on the basis of the proposals made by the Appointment and Remuneration Committee in relation to the Regulations, to identify the Beneficiaries and the number and category of *Units* to be granted to each one of them. At present, the implementation date of the Plan is not available. This information shall be integrated in the terms provided for by art. 84 bis, paragraph 5, of the Rules for Issuers.

3.8 Market price of the Shares recorded on the dates referred to in paragraphs 3.6 and 3.7 above

In order to define and prepare the proposal for the Plan to be submitted to the Shareholders' Meeting, the following meetings were scheduled:

- the Appointment and Remuneration Committee meeting, on March 11, 2026, date on which the official Stock Exchange price of Sogefi stock was € 1.93;
- the Board of Directors meeting, on March 16, 2026, date on which the official Stock Exchange price of Sogefi stock was € 1.83.

3.9 Methods adopted by the Company with regard to the possible coincidence in time between the Grant Date of the Units or any decisions on the subject by the Appointment and Remuneration Committee and the release of significant information as per the terms of Art. 114, paragraph 1, of Italian Legislative Decree no. 58/98

The Plan proposal was approved by the Board of Directors following the meeting in which the Board of Directors approved the draft Annual Report and Consolidated Annual report for the year 2025, which are respectively subject to submittal to and approval by the Ordinary Shareholders' Meeting, called to approve the Plan. The Shareholders' Meeting called to approve the Plan shall also be informed of the consolidated results for the first quarter of the current year, approved and communicated by the Board of Directors on the same date.

The *Units* shall be granted to each Beneficiary following a resolution of the Board of Directors, upon proposal of the Appointment and Remuneration Committee, taken after the Shareholders' Meeting which approved the Plan. The *Units* that are the subject of the Plan shall be granted to all effects according to the procedures indicated in paragraph 2.3 above.

4. Features of the granted instruments

4.1 Plan Structure

The Plan involves granting the Beneficiaries a maximum of 750,000 *Units* free of charge, each one giving the right to receive 1 Share free of charge, according to the terms and conditions set out in the Regulations.

4.2. Plan implementation period

The *Units* granted to the Beneficiaries under the Plan shall get to accrual date starting from the second anniversary after the Grant Date for a subsequent total period of three years.

4.3 Termination of the Plan

All the *Units* not exercised for any reason or cause shall cease to be effective on the same day corresponding to the tenth year after the Grant Date.

4.4 Maximum number of Units that can be granted

The maximum total number of *Units* that can be granted to the Beneficiaries under the Plan is 750,000, corresponding to an equal number of Shares.

4.5 Methods and clauses for implementing the Plan

The conditions for the conversion of the *Units* into Shares are described below.

The *Time-based Units* shall get to accrual date, with the corresponding right of the Beneficiaries to be granted the Shares free of charge, in twelve instalments, each one corresponding to 1/12 of the total number of *Time-based Units* granted, every three months starting from the second anniversary after the Grant Date.

The *Type A Performance Units* shall get to accrual date in twelve instalments, each one corresponding to 1/12 of the total number of *Type A Performance Units* granted, on the same accrual dates as the *Time-based Units*, but only on the condition that the Sogefi Index at each accrual date is higher than the Industry Index at that same date. The *Type A Performance Unit* that (i) have not accrued at an accrual date may accrue at one of the subsequent accrual dates if the Sogefi Index at that subsequent accrual date is higher than the Industry Index at that same date, and those that (ii) have accrued at any of the accrual dates shall be considered definitively accrued and shall not cease to be effective if at one of the subsequent accrual dates the Sogefi Index is not higher than the Industry Index at that same date.

The *Type B Performance Units* shall get to accrual date in three instalments, each one corresponding to a maximum of 1/3 of the total number of *Type B Performance Unit* granted, depending on the achievement of the Economic and Financial Objectives and/or the Non-Financial Objectives for the financial years 2027, 2028 and 2029 respectively. Following the approval of the Company's annual reports and non-financial declaration ex D.Lgs. 254/2016 by the Shareholders' Meeting for the years ended December 31, 2027, 2028 and 2029, respectively, the Board of Directors shall review the achievement of the aforementioned objectives relating to each one of the years, once completed. If the objectives are achieved in a given financial year, the *Type B Performance Units* shall get to accrual on the dates to be specified in the Regulations. In the event of failure to achieve the Economic and Financial Objectives and/or the Non-Financial Objectives set for a given year, the *Type B Performance Units* made subject to the achievement of the aforesaid objectives for the concerned year, shall be considered definitively null and shall not entitled to get to accrual at any of the subsequent accrual dates.

As indicated in point 3.4 above, once the right to convert the *Units* into Shares has accrued, on the basis of what has been described above, there exist two different ways for the Beneficiaries to be granted the Shares, depending on the local tax and social security regulations applicable to the granting. For Beneficiaries whose allocation is subject to French or US laws, the Company shall automatically grant a number of Shares corresponding to the number of *Units* that have accrued at each accrual date. The other Beneficiaries (whose allocation of *Units* is not subject to the French and US law) shall have the right to request the allocation of the relevant Shares as at the accrual date or at one of the subsequent accrual dates, provided that it falls within the Final Term.

The remaining significant terms and conditions of implementation of the Plan are explained from time to time throughout this Information Document.

4.6 Availability constraints on the Units

The *Units* are granted to the Beneficiaries on a personal basis and under no circumstances can they be transferred by deed between living persons. The right to exercise the *Units* granted is also made subject to the existence of the Employment Relationship between the Beneficiary and the Company or its subsidiaries.

The Plan involves a "*minimum holding*" commitment of the Shares granted: in the event of the *Units* got to accrual and the relative Shares being granted, each Beneficiary irrevocably undertakes, even if the employment relationship is no longer in force with the Company or one of its Subsidiaries, to hold a number of Shares at least corresponding to 10% of those granted continuously until the sixth anniversary from the Grant Date. During the above period, the Shares shall be subject to the inalienability requirement, except for exception authorised by the Board of Directors.

4.7 Possible Plan resolutive conditions in the event that the recipients carry out hedging operations that make it possible to neutralise any prohibitions on the sale of Units or shares

Not applicable.

4.8 Effects of termination of Employment Relationship or change of control

In the event of termination of the Employment Relationship between the Beneficiary and the Company or one of its Subsidiary, for whatever reason, as well as in the event of termination of the control relationship between the Company and its related Subsidiary, for whatever reason, the Beneficiary retains the ownership of the Units already accrued and loses ownership of those not yet accrued at the time of termination of the employment relationship (with the sole exception of the case of death of the Beneficiary, which entails the transfer to the heirs of the ownership of all the Units, both those already accrued and those not yet accrued) or of the control relationship by the Company over the relevant Subsidiary.

The Board of Directors has the right, at its own and sole discretion, to make exceptions to the above - with reference to one or more of the Beneficiaries - for example by allowing the rights resulting from the Plan to be kept (wholly or partly) even in the event that they cease to exist, in particular keeping (partly or totally) *Units* that have not accrued or granting Shares (partly or totally) even in the absence of the relative conditions.

In case of death of the Beneficiary, the Heirs thereof may require the allocation of the Shares corresponding to the *Units*, whether accrued or not, within six months of the date of death. Should they not require the allocation within the aforementioned period, the *Units* shall cease to be effective.

4.9 Other reasons for cancellation of the Plan

There is no cause for cancellation of the Plan.

4.10 Reasons to assume the possible redemption of the Units

No form of redemption of the *Units* by the Company is envisaged.

4.11 Any loans or other facilities for the purchase of Shares

Not applicable.

4.12 Valuation of the charge expected for the Company at the date of granting of the Units

The expected cost for the Company is determined on the basis of the market value, at the grant date, of the *Units* actually granted by the Board of Directors.

4.13 Any dilutive effects of the Plan

In view of the characteristics of the Plan, its implementation does not entail dilutive effects.

4.14 Possible constraints on the exercise of voting right and the attribution of equity right

There are no limits on the exercise of voting right and the attribution of equity right.

4.15 Information on the allocation of shares not traded on regulated markets

Not applicable.

4.16 Number of financial instruments underlying each Unit

Each *Unit* entitles the Beneficiaries to be granted 1 Share.

4.17 Expiry date of the Units

The Final Term for the Plan *Units* to be exercised is the same day corresponding to the tenth year after the Grant Date.

4.18 Methods, timing and clauses for exercising the Plan

The timing and exercise clauses are set out in the preceding sections.

4.19 Plan Unit strike price or the methods and criteria for its determination

The *Units* are granted to the Beneficiaries free of charge.

4.20 Explanation of any difference between the strike price of the Units and the market price

Not applicable.

4.21 Criteria envisaging different strike prices for different subjects or different categories of recipients

Not applicable.

4.22 Specific information if the financial instruments underlying the Units are not quoted

Not applicable.

4.23 Criteria for adjustments made necessary by extraordinary capital transactions and other transactions involving changes in the number of underlying instruments

Criteria have been mentioned at paragraph 3.3.

Please find attached table no. 1 required by the Rules for Issuers.

SOGEFI S.p.A.

REMUNERATION PLANS BASED ON FINANCIAL INSTRUUMENTS
Table n. 1 of schedule 7 of Annex 3A of Regulation n. 11971/1999

Name or category	Office	CHART 1 Financial Instruments other than stock option **SECTION 1** Instruments relating to exercising plans approved by previous Shareholders meeting resolution						
		Date of Shareholders meeting resolution	Type of financial instruments	No. of financial instruments	Grant date	Purchase price of instruments	Market price of grant date	Vesting period
Other managers of Company and its subsidiaries		23.04.2021	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	117.569	23.04.2021	The share will be assigned free of charge	1,36	30.04.2021-31.01.2026
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	181.945				
N. 2 Managers with strategic responsibilities		22.04.2022	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	22.500	22.04.2022	The share will be assigned free of charge	0,88	30.04.2022-31.01.2027
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	65.250				
Other managers of Company and its subsidiaries		22.04.2022	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	107.569	22.04.2022	The share will be assigned free of charge	0,88	30.04.2022-31.01.2027
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	230.647				
N. 2 Managers with strategic responsibilities		21.04.2023	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	22.500	21.12.2023	The share will be assigned free of charge	1,76	22.12.2023-22.09.2028
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	56.250				
Other managers of Company and its subsidiaries		21.04.2023	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	111.666	21.12.2023	The share will be assigned free of charge	1,76	22.12.2023-22.09.2028
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	211.112				
N. 4 Managers with strategic responsibilities		22.04.2024	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	106.500	13.12.2024	The share will be assigned free of charge	1,9862	13.12.2024-13.09.2029
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	106.500				

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REMUNERATION PLANS BASED ON FINANCIAL INSTRUUMENTS
Table n. 1 of schedule 7 of Annex 3A of Regulation n. 11971/1999

Name or category	Office	CHART 1 Financial Instruments other than stock option **SECTION 1** Instruments relating to exercising plans approved by previous Shareholders meeting resolution						
		Date of Shareholders meeting resolution	Type of financial instruments	No. of financial instruments	Grant date	Purchase price of instruments	Market price of grant date	Vesting period
Other managers of Company and its subsidiaries		22.04.2024	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	217.500	13.12.2024	The share will be assigned free of charge	1,9862	13.12.2024-13.09.2029
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	217.500				
N. 4 Managers with strategic responsibilities		24.04.2025	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	140.000	24.04.2025	The share will be assigned free of charge	1,8045	24.04.2027-24.01.2030
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	140.000				
Other managers of Company and its subsidiaries		24.04.2025	Sogefi shares to be assigned on vesting of *"Time-based Units"* (a)	237.500	24.04.2025	The share will be assigned free of charge	1,8045	24.04.2027-24.01.2030
			Sogefi shares to be assigned on vesting of *"Performance Units type A and type B"* (c)	237.500				

Note:

(a) the vesting of the "*Time-based Units*" is subject to the expiry of the terms.

(b) the vesting of the "*Performance Units*" is subject to the expiry of terms and the achievement of the performance objectives of the Sogefi share compared to the value of the shares of a basket of Benchmark companies.

(c) the vesting of the "Performance Units type A" is subject respectively to the expiry of the terms and the achievement of the performance objectives of the Sogefi share compared to the value of the shares of a basket of Benchmark companies; the vesting of the "Performance Units type B" is subject to the expiry of the terms and the achievement of economic-financial and non-economic financial objectives. With respect to "*Performance Units type B*", the Board of Directors to date has identified, as economic-financial parameters, EBIT and FCF ante IFRS16, and as non-economic financial parameters, some specific ESG objectives integrated into the industrial plans of the Company and detailed in the Consolidated Non-Financial Statement (for 2025 year: accident frequency rate, energy efficiency and waste valorization).

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COMPENSATION PLANS BASED ON FINANCIAL INSTRUMENTS
Table n. 1 of schedule 7 of Annex 3A of Regulation n. 11971/1999

Name or category	Office	CHART 1 Financial Instruments other than *stock option* **SECTION 2** Newly assigned instruments based on the Board of Directors' decision proposed to the Shareholders' Meeting						
		Date of relative Shareholders meeting resolution	Type of financial instruments	Number of financial instruments assigned	Grant date	Purchase price of instruments	Market price at grant date	Vesting period
N. 4 Managers with strategic responsibilities		24.04.2025	Sogefi share	280.000	24.04.2025	-	1,8045	24.04.2027-24.01.2030
Other managers of the Company and its subsidiary		24.04.2025	Sogefi share	475.000	24.04.2025	-	1,8045	24.04.2027-24.01.2030

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REMUNERATION PLANS BASED ON FINANCIAL INSTRUMENTS
Table no. 1 of the Schedule 7 of the Annex 3A of Regulation no. 11971/1999

Nominativo o categoria	Carica	CHART 2 OPZIONI (*stock option) (*)* **SECTION 1** Options relating to existing plans, approved by previous Shareholders meeting resolutions							
		Date of Shareholders meeting resolution	Description of instruments	Options held at the end of the previous period	Exercised options	Grant date	Strike price	Market price of the underlying shares at grant date	Exercise period (from to)

(*) No Stock Option Plans are currently in place