



INFORMATION DOCUMENT

Pursuant to Article 114-*bis* of Italian Legislative Decree no. 58 of February 24th, 1998 and Article 84-*bis* of the Regulations adopted by CONSOB with Resolution no. 11971 of May 14th, 1999, as subsequently amended and supplemented

in relation to

EMPLOYEE SHARE OWNERSHIP PLAN 2025- 2027

by

A2A S.p.A.

named

“A2A LIFE SHARING”

March 20, 2025

Preamble

This information document (the “**Information Document**”) drafted pursuant to Article 114-*bis* of Legislative Decree no. 58 of February 24th, 1998, as subsequently amended and supplemented (the “**Italian Financial Act**” or “**TUF**”) and Article 84-*bis* of the regulations adopted by CONSOB with the Resolution no. 11971 of May 14th, 1999, as subsequently amended and supplemented (the “**Issuers’ Regulation**”) has been drafted in accordance with Schedule 7 of Annex 3A of the Issuers’ Regulation, in order to provide A2A S.p.A.’s shareholders and the market with information regarding “*A2A LIFE SHARING*” employee share ownership plan addressed to all the Group’s employees.

The Information Document is made available to the public at the registered office of A2A S.p.A., in Brescia, Via Lamarmora, no. 230, on the website of A2A S.p.A. www.gruppoa2a.it, as well as in the authorized 1INFO storage system (www.1info.it).

The publication of the Information Document has been announced to the market.

It should be noted that the Ordinary Shareholders’ Meeting, called to resolve on the approval of the Plan, has been convened for April 29th, 2025 (on first call and, should it be necessary, for April 30th, 2025 on second call).

Definitions

Unless otherwise expressly indicated, within this Information Document the following terms, where used with a capital letter, shall have the meaning set forth below. It is also understood that terms and expressions defined in the masculine shall also include the feminine and that terms and expressions defined in the singular shall also include the plural.

“A2A” or the “Company”	Indicates A2A S.p.A.
“A2A Group” or “Group”	Indicates, for each Allocation Cycle, jointly A2A and the companies controlled by it that are fully consolidated pursuant to A2A’s Half-Year Financial Report for the year prior to the year of each Allocation Cycle, unless otherwise determined by the Board of Directors, with the right to sub-delegate any determination on the extension of A2A’s full consolidation perimeter, as a result of any transactions to set up new companies or acquire third-party companies carried out by the Company during the three-year period of the Plan. Fully consolidated companies whose shares are listed on regulated markets as well as their subsidiaries are excluded from the Plan.
“Adhesion Period”	Indicates the period during which the Beneficiaries may adhere to the Plan by completing the formalities required in the Regulation.
“Allocation Cycle”	Indicates each of the 3 (three) allocation cycles of the Initial Shares in which the Plan is divided.
“Allocation Date”	Indicates each annual allocation date of the Initial Shares to the Beneficiaries which will be communicated by the Company from time to time.
“Beneficiary” or “Employee”	Indicates the employees of A2A or its subsidiaries belonging to the A2A Group exclusively with an open-ended employment contract and/or apprenticeship contract in place and with a contract in force as of the starting date of each Allocation Cycle. It should be noted that with regard to the Employees of companies which, although falling within the Group’s perimeter, are not exclusively owned by A2A (directly or indirectly), adhesion to the Plan may also take place after the first Adhesion Period, subject to the determination of the Board of Directors, with the right to sub-delegate to the People & Transformation Department or to the Company’s department responsible from time to time, with the obligation to inform the Board of Directors, by means of a gradual path of inclusion.
“Board of Directors”	Indicates the Board of Directors of A2A.
“Borsa Italiana”	Indicates Borsa Italiana S.p.A., a company owned by the Euronext group, with registered office in Milan, Piazza degli Affari no. 6.
“Business Plan”	Indicates A2A’s Strategic Plan 2024-2035, the latest update of which was approved by the Board of Directors on November 11 th , 2024.

“Change of Control”	Indicates: (i) with regard to the Company, the acquisition, also indirectly, by a third party, of the control of the Company pursuant to article 93 of the Italian Financial Act, as subsequently amended and supplemented; and (ii) with regard to the subsidiaries belonging to the A2A Group to which the Beneficiary belongs, the acquisition, also indirectly, by a third party other than the Company, of the control of the same pursuant to article 93 of the Italian Financial Act,, with the consequent exclusion from the full consolidation. It is understood that the Change of Control <i>sub</i> (ii) above only applies to those Beneficiaries who have an existing employment relationship with the subsidiary that is part of the A2A Group.
“Civil Code”	Indicates the Italian Civil Code, enacted by Royal Decree no. 262 of March 16 th , 1942.
“Cluster”	Indicates the company classification of each Employee corresponding to one of the following 5 (five) categories (“clusters”): (i) Top Management; (ii) Executives; (iii) Middle Managers; (iv) Blue-Collar; and (v) Workers. Belonging to each Cluster shall be verified by A2A at the beginning of each Allocation Cycle.
“CONSOB”	Indicates the Italian National Commission for Companies and the Stock Exchange (<i>Commissione Nazionale per le Società e la Borsa</i>), based in Roma, Via G.B. Martini, no. 3.
“Delivery Date”	Indicates each annual delivery date of the Purchased and Matching Shares to the Beneficiaries to be, from time to time, communicated by the Company.
“Employee Share Ownership Plan” or the “Plan”	Indicates the employee share ownership plan named “ <i>A2A Life Sharing</i> ” addressed to the Beneficiaries.
“Executives”	Indicates to the Employees of A2A (or of the companies controlled by it that are part of the A2A Group) classified in this legal category.
“Granted Shares”	Indicates, jointly, the Initial Shares and the Matching Shares.
“Information Document”	Indicates this information document, drafted pursuant to Article 84- <i>bis</i> of the Issuers’ Regulation and in accordance with the instructions contained in Schedule 7 of Annex 3A of the Issuers’ Regulation.
“Initial Shares”	Indicates the Shares granted to the Beneficiaries, upon adhesion to the Plan, on an annual basis, on each Allocation Date, without any financial outlay by the Employee, as indicated in point 4.1 of this Information Document.
“Issuers’ Regulation”	Indicates the Regulations adopted by the CONSOB with the Resolution no. 11971 of May 14 th , 1999, as subsequently amended and supplemented.
“Italian Financial Act” or “TUF”	Indicates the Legislative Decree (<i>Decreto Legislativo</i>) no. 58 of February 24 th , 1998, as subsequently amended and supplemented, containing the consolidated

	legislation on financial intermediation (<i>Testo Unico della Finanza</i>).
“Lock-Up Period”	Indicates the period during which the Total Shares are subject to restrictions on sale and/or transfer, either for the period of one year (in the case of Purchased Shares) or three years (in the case of Initial Shares and Matching Shares).
“Matching Shares”	Indicates the additional Shares granted to the Beneficiaries, without any financial outlay by the latter, in exchange for the purchase of Purchased Shares according to the proportions set out in the Regulation.
“Middle Managers”	Indicates the Employees of A2A (or of the companies controlled by it that are part of the A2A Group) classified in this legal category.
“Offer Period”	Indicates the period in each year of the Plan’s duration during which Employees, during the years in which the Plan is in force, may purchase Shares.
“Blue-Collar”	Indicates the Employees of A2A (or of the companies controlled by it that are part of the A2A Group) classified in this legal category.
“Ordinary Shareholders’ Meeting”	Indicates the ordinary shareholders’ meeting of A2A convened for April 29 th , 2025 (on first call and, should it be necessary, for April 30 th , 2025 on second call), called to resolve upon, <i>inter alia</i> : (i) the adoption of the employee share ownership plan aimed at all A2A’s employees; and (ii) on the authorization to purchase and dispose of treasury shares also for the purposes of the Plan.
“Purchased Shares”	Indicates the Shares purchased by each Employee upon acceptance of each Offer Period into which the Plan is divided.
“Remuneration and Appointment Committee” or “CRN”	Indicates the committee that performs advisory and propositional functions within the remuneration and incentive system.
“Remuneration Report”	Indicates the report regarding the policy on remuneration and compensation paid by the A2A Group adopted by the Board of Directors, after preliminary investigation and on the proposal of the Remuneration and Appointment Committee, and approved by the A2A Shareholders’ Meeting.
“Regulation”	Indicates the regulation governing the terms and conditions of the Plan.
“Shares”	Indicates the ordinary shares of A2A listed on the regulated market “ <i>Euronext Milan</i> ” organized and managed by Borsa Italiana.
“Total Shares”	Indicates, jointly, the Initial Shares, the Purchased Shares and the Matching Shares.
“Top Management”	Indicates the Managers of A2A who hold the position of

	General Manager of A2A or Manager in charge of an Organizational Structure reporting directly to the Chairman, Vice-Chairman, Chief Executive Officer or General Manager of A2A, including the Strategic Managers referred to in the Remuneration Report.
“TUIR” or “Testo Unico delle Imposte sui Redditi”	Indicates the Presidential Decree (<i>decreto del Presidente della Repubblica</i>) no. 917 of December 22 nd , 1986, as subsequently amended and supplemented.
“Workers”	Indicates the Employees of A2A (or of the companies controlled by it that are part of the A2A Group) classified in this legal category.

1. BENEFICIARIES

The Plan is addressed to all A2A's Employees, as defined in this Information Document.

1.1. *Indication of the name of the addressees who are members of the board of directors or of the management board of A2A, of the companies controlling A2A and the companies directly or indirectly controlled by A2A itself.*

The Chief Executive Officer of A2A, in his capacity as General Manager is a Beneficiary of the Plan. If among the Beneficiaries referred to in paragraph 1.2 below there are persons whose identification by name is required, pursuant to current regulatory provisions, also in relation to their position as a Director (if any) held in any , the Company will provide the market with the relevant information, on the occasion of the notifications provided for by article 84-*bis*, paragraph 5, of the Issuers' Regulation, as well as those provided for by article 19 of EU Regulation no. 596/2014.

1.2. *The categories of employees or collaborators of A2A and companies controlling or controlled by A2A*

The Beneficiaries of the Plan are all the Employees of the Group's companies, in Italy and abroad, divided into 5 (five) Clusters: (i) Top Management; (ii) Executives; (iii) Middle Managers; (iv) Blue-Collar; and (v) Workers. The qualification held by each Employee and the belonging to each individual Cluster shall be verified by A2A at the beginning of each Allocation Cycle in which the Plan is divided.

1.3. *Names of the persons benefiting from the Plan:*

(a) general managers of A2A

The Plan applies to the General Manager (*Direttore Generale*), who also holds the position of Chief Executive Officer, appointed by the A2A's Board of Directors.

(b) other executives with strategic responsibilities in the event they have received, during the financial year, total compensation (obtained by summing monetary compensation and compensation based on financial instruments) greater than the highest total compensation attributed to the members of the board of directors, or of the management board, and to the general managers of A2A

Not applicable. None of A2A's Executives with strategic responsibilities has received, during the year, a total remuneration higher than the highest total remuneration attributed to the members of the Board of Directors.

(c) natural persons controlling A2A who are employees or collaborators in A2A

Not applicable.

1.4. *Description and numerical indication, broken down according to category:*

(a) executives with strategic responsibilities other than those indicated in paragraph 1.3 lett. b)

As of the date of this Information Document, there are no. 9 (nine) Executives with strategic responsibilities in A2A.

(b) in the case of companies of "smaller size", pursuant to Article 3, paragraph 1, lett. f) of Regulation 17221 of 12 March 2010, the indication of all managers with strategic responsibilities of A2A

Not applicable.

(c) any other categories of employees or collaborators for which differentiated features of the have been envisaged

The Plan has differentiated features in relation to the Clusters to which each Employee belongs, as further explained in section 4.1 below.

2. REASONS BEHIND THE ADOPTION OF THE PLAN

2.1. *The objectives to be achieved by means of attribution of the Plan*

The Plan is a three-year (2025-2027) employee share ownership plan that, in line with national and international best practices and consistent with the objectives set out in the Business Plan, aims to:

- encourage the affiliation, engagement and sense of belonging of all employees towards the company, enhancing the contribution that each person brings to A2A with his work and the impact on the creation of shareholder value;
- strengthen our commitment to sustainability with regard to the People and Governance component; the Plan will also contribute to train/awareness-raise A2A's people on financial education issues;
- improve the alignment between business results and value creation.

2.2. *Key variables, including in the form of performance indicators, considered in order to allocate the financial instruments based on the Plan*

The granting of both Initial and Matching Shares as well as the possibility to purchase Shares during each Offer Period is not conditional to the achievement of any performance targets by the Beneficiaries or the Company.

2.3. *Elements underlying the determination of the amount of the compensation based on financial instruments, namely the criteria for its determination*

The adhesion to the Plan is voluntary and the extent of participation in the Plan is differentiated on the basis of the Clusters, as described in point 4.1 below. In particular, the Plan allows Beneficiaries to:

- receive Initial Shares for a total monetary countervalue of Euro 1,500.00 (one thousand five hundred/00) for each Beneficiary, divided over the three years of the duration of the Plan (Euro 500.00 (five hundred/00) for each Allocation Cycle), except for Executives, who will receive no. 1 Initial Share per person for each Allocation Cycle;
- adhere to the offer to purchase Shares during each Offer Period and purchase additional Shares (within the minimum and maximum investment limits specified, for each Employee Cluster, in the Regulation);
- benefit, for each lot of Purchased Shares, from an additional allocation of Shares without further outlay (the Matching Shares), differentiated according to the ratio between the number of Purchased Shares and the Cluster to which each Beneficiary belongs.

2.4. *The reasons behind any decision to award compensation plans based on financial instruments not issued by A2A*

Not applicable as the Plan is based solely on A2A shares.

2.5. *Evaluations on significant tax and accounting implications which have affected the definition of the Plan*

The characteristics of the Plan meet the requirements of the applicable Italian tax legislation in order to benefit from the tax benefits provided for by Article 51 paragraph 2, lett. g) of the TUIR.

2.6. *The possible support to the Plan by the Special Fund to encourage workers participation in businesses, referred to in Article 4, paragraph 112, of Law no. 350 of December 24th, 2003*

With reference to the Plan, no support is envisaged from the Special Fund to encourage employees in their participation to enterprises, referred to in Article 4, paragraph 112, of Law no. 350 of December 24th, 2003.

3. APPROVAL PROCESS AND TIMING FOR GRANTING THE INSTRUMENTS

3.1. Scope of powers and functions delegated by the Shareholders' Meeting to the Board of Directors in order to implement the Plan

On March 20th, 2025, the Board of Directors, upon the proposal of the Remuneration and Appointment Committee, held on March 12th, 2025, resolved to submit to the Ordinary Shareholders' Meeting, called for April 29th, 2025, on first call, and, if necessary, for April 30th, 2025, on second call, *inter alia*, the approval of the Plan.

Following the approval by the Shareholders' Meeting, the Board of Directors shall implement the Plan, also through delegated persons.

3.2. Indication of the parties appointed to administrate the Plan and their function and competence

The administration of the Plan is assigned to the Board of Directors, with the right to sub-delegate to one or more of its members and/or to the heads of the Company's functions in charge of related activities.

3.3. Any existing procedures in place for the review of the Plan, also in relation to possible changes in the basic objectives

There are no procedures for reviewing the Plan.

3.4. Description of the methods for determining the availability of and granting the financial instruments on which the Plan is based

The Shares necessary for the Plan will derive from purchases of treasury shares made by the Company pursuant to Article 2357 et seq. of the Italian Civil Code. To this end, at the same time as the resolution approving the Plan, the Ordinary Shareholders' Meeting will be asked to grant the proxies necessary to implement the purchase and disposal of treasury shares.

The procedures for the allocation of the financial instruments are described in more detail in Section 4.1 of this Information Document, to which reference should be made.

3.5. The role played by each director in determining the characteristics of the Plan; possible occurrence of conflict of interest's situations for the directors concerned

The Board of Directors, having obtained the positive opinion of the Remuneration and Appointments Committee, proposes to the Ordinary Shareholders' Meeting to adopt the resolution on the Plan. The resolutions relating to the Plan have been and will in any case be taken by the Board of Directors in full compliance with the applicable laws and regulations.

3.6. Date of the decision taken by the competent body to propose the approval of the Plan to the Shareholders' Meeting and any proposal of the remuneration committee, where existing

The Board of Directors, upon the proposal of the Remuneration and Appointment Committee of March 12th, 2025, resolved during the Board's meeting of March 20th, 2025 to submit the Plan to the approval of the Ordinary Shareholders' Meeting convened for April 29th, 2025, on first call, and, if necessary, for April 30th, 2025, on second call.

3.7. Date of the decision taken by the competent body with regards to the granting of instruments and the potential proposal to said body made by the remuneration committee, where existing

Not applicable, since, as of the date of this Information Document, the Plan has not yet been approved by the Ordinary Shareholders' Meeting.

3.8. The market price, recorded on said dates, for the financial instruments on which the Plan is based, if traded on regulated markets

The share price recorded on the aforementioned dates was as follows:

- March 12, 2025: € 2.236;
- March 20, 2025: € 2.235.

3.9. *Terms and procedures for identifying the timing of the assignment of the instruments in implementation of the Plan, taking into account the possible time coincidence between: (i) said assignment or any decisions taken in this regard by the remuneration committee, and (ii) the disclosure of any relevant information pursuant to Article 17 of Regulation (EU) no. 596/2014*

The entire implementation phase of the Plan will be carried out in full compliance with the information obligations incumbent on the Company deriving from applicable laws and regulations, so as to ensure transparency and equality of information to the market, as well as in compliance with the procedures adopted by the Company itself.

4. CHARACTERISTICS OF THE FINANCIAL INSTRUMENTS TO BE ALLOCATED

4.1. *Description of the Plan's structure*

The Plan is divided into 3 (three) cycles (2025/2026/2027) lasting 1 (one) year each. The Beneficiaries shall be entitled to join the Plan during the Adhesion Period, for the entire duration thereof.

With the exception of Executives to whom no. 1 Initial Share per person will be assigned, Employees who decide to adhere to the Plan will receive, at each Allocation Cycle, Initial Shares (without any cash outlay by the Beneficiaries), for an individual monetary countervalue of Euro 500.00 (five hundred/00). The number of Initial Shares granted to the Beneficiaries will depend on the average (normal) value of the Shares over the last 30 (thirty) days preceding each Allocation Date of the Initial Shares.

By adhering to the Plan, the Beneficiaries may also decide to purchase, during each Offer Period, additional Shares, subject to the minimum and maximum investment thresholds established in the Plan Regulation. More specifically, the minimum investment threshold is the same for all the Clusters, while the maximum threshold is determined according to the Cluster to which each Beneficiary belongs under the terms set out in the Plan Regulation. The Employee may decide not to participate in the offer to purchase the Shares while maintaining, in this case, the right to receive the Initial Shares.

To Employees who have taken up the offer to purchase Shares, the Company shall also grant the right to receive, for each Purchased Share, additional Matching Shares, in accordance with the ratios determined according to the Cluster to which they belong as described in the Plan Regulation.

4.2. *Indication of the period of effective Plan's implementation also with reference to any different cycles envisaged*

As anticipated, the Plan has a three-year time horizon and provides for: **(i)** 3 (three) Allocation Cycles, one for each year of the duration of the Plan (2025/2026/2027) during which the Beneficiaries adhering to the Plan will receive the Initial Shares; as well as **(ii)** 3 (three) annual Offer Periods (2025/2026/2027), during which the Beneficiaries will be able to adhere to the offer to purchase the Shares and, consequently, purchase additional Shares and receive additional Matching Shares, in accordance with the ratios indicated in the Plan Regulation.

4.3. *Plan's expiration*

The Plan will end in 2027, subject to the constraints of the applicable Lock-Up Periods.

4.4. *Maximum number of financial instruments, including in the form of options, granted in each tax year in relation to the persons named or the indicated categories*

The number of Shares actually used under the Plan will depend on the number of adherents, on the extent of the investment of each of the Beneficiaries and on the purchase price of the Shares. In particular, the Shares will be purchased at the market price, meaning the average (normal) value of the Shares for the month preceding the Share's Delivery Date to Employees.

4.5. *Terms and conditions for implementation of the Plan (specifying whether the actual allocation of the instruments is subject to the occurrence of conditions or to the achievement of certain results, including performance results, and describing such conditions and results)*

As anticipated, the Plan does not provide for performance conditions. However, participation in each Allocation Cycle is subject to the absence of any so-called "**Compliance Breach**", *i.e.* precautionary suspension from service or suspension due to inability to work for reasons related to the conduct of the Beneficiary, as well as the imposition of a number of days of suspension from service and from pay resulting from one or more disciplinary proceedings during the 12 (twelve) months preceding each Allocation Cycle, specifically identified in the Plan Regulation.

At the beginning of each Allocation Cycle of Initial Shares, the Company will therefore verify the absence, for each Beneficiary, of a Compliance Breach. Employees who, due to the existence of a Compliance Breach,

have not taken part in an Allocation Cycle, will be eligible for the next Allocation Cycle, subject to verification of the absence, in the 12 (twelve) months preceding such Allocation Cycle, of further Compliance Breaches.

4.6. *Indication of any restrictions on the availability of the assigned instruments or of the instruments resulting from the exercise of the options, with particular reference to the terms within which the subsequent transfer to the same company or to third parties is permitted or prohibited*

The Granted Shares are subject to a period, equal to three years, during which they may not be transferred and/or disposed of (the so-called Lock-Up Period). The Purchased Shares are instead subject to a lock-up period of 1 (one) year. At the expiration of the applicable Lock-Up Period, any non-transferability restriction on the Shares will cease and the Shares may therefore be freely transferred by the Employee.

4.7. *Description of any termination conditions of the Plan in the event that the beneficiaries carry out hedging transactions that allow to neutralize any prohibitions on the sale of the granted financial instruments, including through options, or financial instruments resulting from the exercise of such options*

Not applicable.

4.8. *Description of the consequences deriving from the termination of employment relationship*

Participation in the Plan is subject to the existence of an employment relationship with an open-ended contract, including apprenticeship, with an A2A Group company in each Allocation Cycle.

In the event that the Beneficiary loses the status of Employee for reasons not attributable to him/her, as provided for in detail in the Regulation, determining the qualification of the so-called “good leaver” (*i.e.* cases of termination of employment other than the so-called “bad leaver” cases), the same will receive the Shares accrued *pro rata temporis* with respect to the stage of the Allocation Cycle or Plan, at the end of the Lock-Up Period provided for the Shares.

In other cases, the Employee will forfeit any right connected to the Plan (accrued or accruing), with the consequence that the Initial Shares and the Matching Shares allocated to the Beneficiaries shall be returned to the Company at the end of the relevant Lock-Up Period. In such cases, the Beneficiary will keep the Purchased Shares, which will return to its free disposal.

4.9. *Indication of other possible causes of cancellation of the Plan*

If, during the course of the Plan: (i) there is a Change of Control; (ii) a public purchase or exchange offer concerning the Shares is concluded; or (iii) the listing of the Shares on Euronext Milan is revoked (delisting) or are taken resolutions that make the delisting certain, the Board of Directors shall have the right to grant the Beneficiaries the maintenance of the rights accrued on the Shares or to provide for the early termination of the Plan.

4.10. *Reasons for any provision for a redemption at the option of the company of the financial instruments covered by the Plan, pursuant to Article 2357 et seq. of the Italian Civil Code; beneficiaries of such redemption, indicating whether it is intended only for particular categories of employees; the effects of the termination of the employment relationship on said redemption*

Not applicable.

4.11. *Any loans or other facilitations to be granted for the purchase of the shares pursuant to Article 2358 of the Italian Civil Code*

Not applicable.

4.12. *Indication of assessments of the forecast burden for the company at the date of the relevant*

granting, as determined on the basis of the terms and conditions already defined, for the total amount and in relation to each instrument of the Plan

As of the date of this Information Document, there is insufficient information to provide reliable assessments of the expected burden for the Company as it is conditioned by various unforeseeable factors.

4.13. An indication of any dilution effects on corporate capital determined by the Plan

For the purposes of implementing the Plan, A2A will use treasury shares. Therefore, no dilutive effects on the corporate capital are expected.

4.14. Any limits envisaged for the exercise of voting rights and the attribution of property rights

There are no limits on the exercise of voting rights and on the allocation of economic rights attached to the Shares.

4.15. Information to be provided whether the shares are not traded on regulated markets

Not applicable.

4.16. Number of financial instruments underlying each option

Not applicable.

4.17. Expiry of the options

Not applicable.

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

Not applicable.

4.19. Exercise price of the option or the manner and criteria for its determination, with specific reference to (a) the formula for the calculation of the exercise price in relation to a given market price, and (b) the manner of determining the market price taken as a reference for the determination of the exercise price

Not applicable.

4.20. In the event that the exercise price is not equal to the market price as determined in 4.19.b (fair market value), reasons of the difference

Not applicable.

4.21. Criteria on the basis of which different operating prices are envisaged between different parties or different categories of beneficiaries

Not applicable.

4.22. Should the financial instruments underlying the options be not tradable on regulated markets, indication of the value attributable to the underlying financial instruments or the criteria for determining the value

Not applicable.

4.23. Criteria for adjustments required as a result of extraordinary capital transactions and other transactions entailing changes in the number of underlying instruments

Not applicable.

4.24. *Tables relating to the Plan*

The Table prepared in accordance with paragraph 4.24 of Schedule 7 of Annex 3A of the Issuers' Regulation, will be provided in accordance with Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation during the implementation phase of the Plan.