



# INFORMATION DOCUMENT OF SPECIAL AWARD PLAN



Technoprobe S.p.A.  
Registered Office Via Cavalieri di Vittorio Veneto, 2 23870, Cernusco Lombardone (LC)  
Share Capital Euro 6,532,608.70 fully paid in  
Fiscal Code and incorporation number at the Companies' Register of Como-Lecco  
no. 02272540135 - R.E.A. no. LC-283619

## INFORMATION DOCUMENT OF SPECIAL AWARD PLAN

pursuant to art. 114-bis of Legislative Decree no. 58 of 24 February 1998, art. 84-bis, paragraph 1, of Consob Regulation no. 11971 of 14 May 1999 and according to Schedule no. 7 of Annex 3A to the Issuers' Regulation

Traditional administration and control model

Issuer: Technoprobe S.p.A.  
(hereinafter also referred to as "Technoprobe" o "Società")

Website

[www.technoprobe.com](http://www.technoprobe.com) - section "Governance/Shareholders' Meetings"

Approved by the Board of Directors on 18 March 2026

*Courtesy translation This document has been translated into English from the Italian original solely for the convenience of international readers. In case of discrepancy between the Italian language original text and the English language translation, the Italian version shall prevail.*

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## DEFINITIONS

As required by Schedule no. 7 of Annex 3A to the Issuers' Regulation, the following is a list of definitions aimed at illustrating the meaning of the terms, of uncommon use, used in this Information Document.

DEFINITION	MEANING
<b>ASSIGNMENT</b>	The assignment of Rights to each Beneficiary, according to the terms and conditions of the Regulations.
<b>GRANTING</b>	L'attribuzione delle Azioni a ciascun Beneficiario, successivamente alla verifica del raggiungimento del Trigger Event e della Performance Condition.
<b>SHARE</b>	The Company's ordinary shares to be allocated to the Beneficiaries.
<b>BAD LEAVER</b>	All cases of termination of the Employment Relationship or of the mandate of directors other than the hypotheses of <i>Good Leaver</i> .
<b>BENEFICIARIES</b>	I dipendenti e/o dirigenti di Technoprobe e/o di sue società controllate individuati dal Consiglio di Amministrazione quali risorse chiave coinvolte nel progetto strategico oggetto del presente piano.
<b>CHANGE OF CONTROL</b>	Means (a) change of control pursuant to Article 93 of Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented; (b) the acquisition, directly or indirectly, by one or more third parties of a number of shares or a quota of a Subsidiary Company to which the Beneficiary Relationship belongs, provided that they are different from the Company, in total exceeding 50% of the relevant share capital, unless the Company continues to hold control pursuant to art. 2359 of the Civil Code; (c) the definitive transfer for any reason to one or more third parties of the company or of the business unit to which the Beneficiary Report belongs. Resta espressamente inteso che le ipotesi di Cambio di Controllo di cui alle precedenti lettere b) e c) rilevano esclusivamente nei confronti dei Beneficiari il cui Rapporto sia in essere con la società controllata, l'azienda o il ramo d'azienda oggetto dell'operazione.
<b>CORPORATE GOVERNANCE CODE</b>	The Corporate <i>Governance</i> Code for listed companies approved by the <i>Corporate Governance</i> Committee of Borsa Italiana in January 2020, to which the Company adheres as of May 2, 2023.
<b>NOMINATION AND REMUNERATION COMMITTEE</b>	The Committee incorporated by the Board of Directors of the Company which carries out advisory and propositional functions on, <i>inter alia</i> , remuneration in compliance with the recommendations contained in the Corporate Governance Code
<b>BOARD OF DIRECTORS</b>	The Board of Directors of Technoprobe.
<b>DATE OF THE INFORMATION DOCUMENT</b>	18 March 2026.
<b>ASSIGNMENT DATE</b>	The date of the Board of Directors meeting that identifies the Beneficiaries and determines the Number of Shares.

DEFINITION	MEANING
<b>GRANTING DATE</b>	The date of the resolution of the Board of Directors regarding the allocation of Shares to the Beneficiaries.
<b>TRADING DATE</b>	Date of completion of the initial public offering and commencement of trading of the shares of DIS China or one of its vehicles
<b>MATURITY DATE</b>	The date of review by the Board of Directors of the Performance Condition.
<b>RIGHTS</b>	The rights – conditional, free of charge, non-transferable <i>inter vivos</i> and not subject to constraints or other acts of disposal for any reason – to the free assignment of Shares in the ratio of 1 Share for every 1 Right accrued according to the terms, conditions and procedures of the Plan.
<b>DIS CHINA</b>	The company Device Interface Solutions Technology (Shanghai) Co. Ltd, a company incorporated under Chinese law with registered office at Section C, Tower 3, No. 5, Dongyu Road, China (Shanghai Lane 255) Pilot Free Trade Zone, People's Republic of China
<b>EXM</b>	Euronext Milan, a market regulated, organised and managed by Borsa Italiana S.p.A.
<b>GOOD LEAVER</b>	The following cases of termination of the Relationship: <ul style="list-style-type: none"> <li>○ voluntary resignation, only on condition that the Beneficiary meets the statutory pension requirements and within the following 30 days has submitted a request to access the relevant treatment;</li> <li>○ death;</li> <li>○ permanent disability.</li> </ul>
<b>TECHNOPROBE GROUP</b>	Technoprobe and the companies that are or should in the future become subsidiaries of Technoprobe pursuant to Article 93 of Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented.
<b>LETTER OF ASSIGNMENT</b>	The letter that the Company will send to each Beneficiary with reference to each Vesting Period to inform the Beneficiary of the assignment of the Rights, to which the Regulations will be attached to form an integral part thereof and whose signature and delivery to the Company by the Beneficiaries will constitute, for all purposes of these Regulations, full and unconditional adherence by them to the Plan.
<b>NUMBER OF SHARES</b>	The number of Shares that is envisaged is allocated to each Beneficiary under the terms and conditions set out in the Regulations. This number is calculated by dividing the incentive assigned by the Company to each Beneficiary as a percentage of the Vesting Remuneration of the same, by the arithmetic average of the stock market price of the ordinary share of Technoprobe in the 90 days prior to the start of the <i>Vesting period</i> (1 January of the first year of the vesting period).
<b>PLAN TERM PERIOD</b>	Period between the Grant Date and December 31, 2032.
<b>PERFORMANCE PERIOD 1</b>	Period between the Grant Date and December 31, 2031.
<b>PERFORMANCE PERIOD 2</b>	Period of one calendar year starting from the Trading Date.

DEFINITION	MEANING
<b>PERFORMANCE CONDITION</b>	Achieving a market capitalization of no less than USD 1,000,000,000 within one year of the occurrence of the Trigger Event and maintaining such capitalization for a continuous period of at least 30 (thirty) days from the listing and in any case by the end of Performance Period 2 or valuation of the entire DIS CHINA company of no less than RMB 6.9bn (equivalent to approximately USD 1.0bn), determined through an arm's length negotiation between independent counterparties which then determine its Fair Market Value.
<b>RELATIONSHIP</b>	The role of director and/or the employment relationship between the individual Beneficiary and Technoprobe or one of the Subsidiaries.
<b>REGULATION</b>	The regulation, which defines the criteria, methods and terms for implementing the Plan.
<b>FIXED REMUNERATION</b>	Fixed remuneration and/or any remuneration of directors (pursuant to Article 2389 of the Italian Civil Code, paragraph I and paragraph III).
<b>FIXED SALARY</b>	Gross Annual Remuneration ("RAL") as of January 1st of the year of assignment (2026), understood as RAL only and not including any variable bonuses.
<b>SUBSIDIARIES</b>	Without distinction, each of the companies directly or indirectly controlled from time to time, pursuant to art. 2359 of the Italian Civil Code, by the Company, with whom one or more Beneficiaries have an existing Relationship.
<b>COMPANY TECHNOPROBE</b>	<b>OR</b> Technoprobe S.p.A., a joint-stock company duly incorporated and existing under Italian law, with registered office in Cernusco Lombardone (LC), Via Cavalieri di Vittorio Veneto n. 2, VAT number, Tax Code and registration number in the Como-Lecco Register of Companies no. 02272540135.
<b>TRIGGER EVENT</b>	The admission to listing of the shares of Device Interface Solutions Technology (Shanghai) Co. Ltd (or one of its vehicles) on the regulated market Shanghai Stock Exchange, with the subsequent effective start of trading thereof, by the end of Performance Period 1, as defined in this Plan, or the sale of all or more than 20% of the equity interests in DIS China to a third party not belonging to the Technoprobe Group, through an arm's length transaction between independent parties, by 31 December 2031.

## PREMISES

This information document is prepared pursuant to art. 114-bis of Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented (the "TUF"), art. 84-bis, paragraph 1, of Consob Regulation no. 11971 of 14 May 1999, as subsequently amended and supplemented (the "Issuers' Regulation"), and in accordance with Schedule no. 7 of Annex 3A to the Issuers' Regulation (the "Information Document").

The Information Document concerns the compensation plan based on financial instruments called "Special Award" ("Technoprobe" or the "Company"), aimed at individuals identified by the Board of Directors of Technoprobe, after hearing the opinion of the Nomination and Remuneration Committee, among the Directors with delegated powers, the Managers with Strategic Responsibilities as well as other employees with strategic roles in the Company or in subsidiaries, to be submitted, pursuant to art. 114-bis of the TUF, for approval by the shareholders' meeting of Technoprobe, which will be convened for April 23, 2026 (in a single call).

The information required by Schedule 7 of Annex 3A to the Issuers' Regulations that is not contained in this Information Document will be provided, if available, during the implementation phase of the Plan, pursuant to Article 84-bis, paragraph 5, letter a), of the Issuers' Regulations.

This Information Document is made available to the public at the registered office, on the authorised storage mechanism "eMarket Storage" ([www.emarketstorage.it](http://www.emarketstorage.it)) and on the Company's website at [www.technoprobe.com](http://www.technoprobe.com) (Governance section – Shareholder Meetings).

The Plan is to be considered of "particular relevance" pursuant to art. 114-bis of the TUF and art. 84-bis, paragraph 2, of the Issuers' Regulation, as it is addressed, inter alia, to members of the Board of Directors and to Managers with Strategic Responsibilities of Technoprobe.

## 1. RECIPIENTS

The Company identifies the Beneficiaries by assigning each of them a number of Rights free of charge.

The Company may proceed to identify Beneficiaries and assign Rights to them in multiple installments.

In order to be identified among the Beneficiaries, all of the following requirements must be present at the time of assignment of the Rights:

- be the holder of an existing relationship;
- not having communicated one's intention to withdraw or terminate, as the case may be, the Relationship and not being within the notice period for resignation or dismissal;
- not be the recipient of a notice of dismissal or withdrawal from the Company or a Subsidiary, or of revocation from the Relationship;
- not having agreed to the consensual termination of the Relationship;
- not be the recipients of disciplinary measures based on, among other things, the provisions of the Organization, Management and Control Model adopted by the Company pursuant to Legislative Decree 231/2001.

In identifying the Beneficiaries, the Board of Directors may avail itself of the assistance of the Company's HR Department.

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

The Board of Directors shall, at its discretion, select the Beneficiaries from among employees, managers and key resources involved in the development project of Device Interface Solutions Technology (Shanghai) Co. Ltd.

## 2. THE REASONS THAT MOTIVATE THE ADOPTION OF THE PLAN

### 2.1 Objective of the plan

By adopting this Plan, the Company intends to pursue the following objectives:

- a) strengthen the alignment between the interests of the Group's management and key resources and those of shareholders, promoting management oriented towards the creation of sustainable value in the medium to long term;
- b) incentivize and enhance the contribution of strategic resources involved in the industrial and commercial development project of the subsidiary DIS China, recognizing their key role in achieving strategic objectives;
- c) to reward the generation of extraordinary value associated with the completion of the process of admission to listing of DIS China on the Shanghai Stock Exchange or on a regulated market of the People's Republic of China (PRC) under the terms and conditions set out in the Plan.

The Plan is part of the Company's broader remuneration and incentive system, in accordance with the Remuneration Policy in force from time to time.

### 2.2 Key variables, including in the form of performance indicators considered for the purposes of awarding plans based on financial instruments

The assigned Rights mature, in whole or in part, if the Technoprobe Group has achieved specific strategic and financial objectives regarding the industrial and commercial development project of its subsidiary DIS China.

For further information on performance conditions, please refer to the following paragraph 4.5.

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

The Board of Directors will identify the number of Rights to be assigned to each Beneficiary, upon proposal of the Nominations and Remuneration Committee.

Decisions on the identification of the Beneficiaries are made with due regard for the pursuit of the Company's interests, taking into account, among other things, the role within Technoprobe and in the aforementioned industrial and commercial development project of the subsidiary DIS China.

The number of Rights to be assigned will be determined as a percentage of the Fixed Remuneration of each Beneficiary.

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

Not applicable.

## **2.5 Assessments of significant tax and accounting implications**

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

## **2.6 Possible support of the plan by the Special Fund for the Incentive of Employee Participation in Companies, referred to in art. 4, paragraph 112, of Law no. 350 of 24 December 2003**

The Plan is not supported by the Special Fund for the incentive of worker participation in companies, referred to in art. 4, paragraph 112, of Law no. 350 of 24 December 2003.

# **3. APPROVAL PROCESS AND TIMING OF THE PLAN**

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

The Shareholders' Meeting shall grant the Board of Directors, with the right to sub-delegate to third parties, all the broadest powers necessary and/or appropriate to fully and integrally implement the Plan, including, by way of example and not limited to, all powers to: (i) identify the Beneficiaries of the Plan and the maximum number of Rights to be assigned to each of them; (ii) exercise all the duties and functions assigned to the Board of Directors by the Plan regulations; (iii) make any useful or necessary amendments or additions to the Plan regulations, using the most appropriate methods, pursuant to the provisions of the same regulations; and (iv) perform any act, obligation, formality, or communication, including to the public or any Authority, that may be necessary and/or appropriate for the purposes of managing and/or implementing the Plan.

## **3.2 Persons in charge of the administration of the plan and their function and competence**

The body responsible for managing the Plan is the Board of Directors, with the preliminary and advisory support of the Nomination and Remuneration Committee, with the right to sub-delegate. The operational management and practical implementation of the Plan will be entrusted to the Company's HR Department.

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

The Board of Directors shall have the right to make to the Plan, in the most appropriate manner, any non-substantial amendments or additions it deems useful or necessary for the best pursuit of the purposes of the Plan, taking into account the interests of the Company and the Beneficiaries, while

maintaining unchanged, within the limits permitted by the regulations in force from time to time, the substantial and economic contents of the Plan.

The following are the cases in which the Plan may be subject to revision or implementation other than the ordinary provisions of the Plan itself.

(A) Extraordinary transactions

In case of specific events, such as:

- (i) extraordinary transactions on the Company's capital and thus, by way of example and not limited to, reductions in capital due to losses through the cancellation of shares, increases in the Company's capital, free of charge or for a fee, offered as an option to shareholders or without the right of option, possibly also to be paid for through a contribution in kind, grouping or splitting of Shares;
- (ii) merger or demerger operations, purchase or sale of shares, companies or branches of companies or;
- (iii) legislative or regulatory changes or other events likely to affect the Rights, the Shares, the Company;

The Board of Directors may independently and without the need for further approval by the Company's Shareholders' Meeting, after consulting the Nominations and Remuneration Committee, make any changes or additions to the Regulations deemed necessary or appropriate to maintain the Plan's substantive and financial content unchanged, within the limits permitted by applicable legislation from time to time.

(B) Changes in the corporate structure or delisting

If, during the term of the plan:

- a Change of Control should occur;
- a public purchase offer or a public exchange offer relating to the Shares is concluded; or

the listing of the Shares on the EXM is revoked (so-called delisting) or resolutions and/or commitments are made which make the delisting certain,

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

Any early allocation of Shares will be made – pro rata – to all Beneficiaries. The Shares will be allocated based on a specific resolution of the Board of Directors, unless the Board of Directors, following the opinion of the Nomination and Compensation Committee, determines otherwise in a manner more favorable to the Beneficiaries.

(A) Sale of subsidiary Device Interface Solutions Technology (Shanghai) Co. Ltd or one of its vehicles

If, during the term of the Plan:

- (i) the Parent Company were to proceed with the total or partial sale of the stake held in the Subsidiary, such as to result in the loss of control pursuant to art. 2359 of the Italian Civil Code (or any other applicable legislation);
- (ii) a transaction is concluded, including through a merger, demerger, transfer, exchange of shares or other extraordinary transaction, having substantially equivalent effects and capable of determining the loss of control of the Subsidiary;

and such transaction is completed (closing) and values the Subsidiary at an equity value of no less than USD 1,000,000,000 (one billion), the Board of Directors will proceed with the early allocation of the Shares or Rights to the Beneficiaries.

Any early allocation of Shares or Rights will be made – in derogation of the originally envisaged timetable – with effect from the closing date of the transaction and will result in the full vesting of the Rights, unless otherwise determined by the Board of Directors, following the opinion of the Nomination and Remuneration Committee, in a manner more favorable to the Beneficiaries.

### 3.4 Methods through which the availability and assignment of shares are determined

The Shares subject to the Plan will be made available using treasury Shares already purchased or to be purchased pursuant to Article 2357 et seq. of the Italian Civil Code.

### 3.5 The role played by each director in determining the characteristics of the Plan; possible recurrence of situations of conflicts of interest for the directors concerned

The characteristics of the Plan were determined, on the proposal of the Nomination and Remuneration Committee, by the Board of Directors, after consulting the Board of Statutory Auditors of Technoprobe.

The Board of Directors will identify the Beneficiaries by name, on the proposal of the Nomination and Remuneration Committee and, in the event that the Beneficiary is a director, with the abstention of the person concerned from time to time.

### 3.6 Date of the decision taken by the body competent to propose the approval of the plan to the shareholders' meeting and of any proposal by the remuneration committee, if any

The Board of Directors, on the proposal of the Nomination and Remuneration Committee which met on 9\_11 March 2026, approved, at its meeting on 18 March 2026, the Plan and the proposal to submit it for approval to the Shareholders' Meeting to be called for 23 April 2026 (in a single call).

### 3.7 Date of the decision taken by the competent body on the assignment of the instruments and of any proposal made to the aforementioned body by the remuneration committee, if any

As of the Date of the Information Document, the Board of Directors has not yet resolved on the assignment of the Rights.

In the event of approval of the Plan by the Shareholders' Meeting to be convened for 23 April 2026 (in a single call) and subject to the approval of Section I of the Report on the remuneration policy and compensation paid *pursuant to* Article 123-ter of the TUF, which will be submitted to the vote of the Shareholders' Meeting on the same date, the Board of Directors will meet, from time to time, to take the relevant decisions for the implementation of the Plan.

Such information will be provided in accordance with the terms and conditions set out in Article 84-bis, paragraph 5, letter a) of the Issuers' Regulation.

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

The closing price of the Shares recorded on the date of the proposal of the Nomination and Remuneration Committee (i.e. 9\_11 March 2026) was equal respectively to Euro 15.390 e a Euro 15.960, while the closing price of the Shares recorded on the date on which the Board of Directors approved the Plan (i.e., 18 March 2026) was equal to Euro 16.350.

3.9 Safeguards adopted by the issuer in relation to the timing of the allocation of the instruments in implementation of the plan and possible coincidence in time between: (i) such assignment or any decisions taken in this regard by the remuneration committee; and (ii) the dissemination of any relevant information pursuant to Article 17 of Regulation (EU) No. 596/2014.

Decisions on the assignment of Rights will be taken by the Board of Directors, after consulting the Nomination and Remuneration Committee. As part of the timing of the assignment of Rights, the Board of Directors and the Nomination and Remuneration Committee will take into consideration all the information in their possession, without prejudice to compliance with current legislation.

Any delivery of the Shares to the Beneficiaries will take place at a later time than the assignment of the Rights, as indicated in Paragraph 4.10.

Consequently, any disclosure of inside information pursuant to Regulation (EU) no. 596/2014 at the time of the assignment of the Rights would not have an appreciable effect on the conduct of the Beneficiaries, who, at that time, cannot carry out any transaction on the Shares subject to the Plan, as the delivery of the same is deferred to a time subsequent to that of the assignment of the Rights.

The Company will, in any case, comply with the obligations of disclosure to the market, where required by the laws and regulations in *force at* the time.

## 4. THE CHARACTERISTICS OF THE INSTRUMENTS ALLOCATED

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

The Plan provides that the Beneficiaries identified by the Company will be assigned Free Rights, consisting of the right to the free allocation of Shares by the Company.

The assignment of the Rights is communicated to the Beneficiaries by delivering to them a specific Letter of Assignment. The Rights are deemed to have been assigned once the Company has received the Letter of Assignment.

The Rights are assigned in a personal capacity to each Beneficiary and cannot be transferred by deed *inter vivos* or be subject to constraints or be the subject of other acts of disposal for any reason.

Any Shares assigned have regular dividend rights and, therefore, the rights related to them belong to each Beneficiary from the moment the Beneficiary becomes the holder of the Shares.

### 4.2 Implementation period of the plan

The Plan has a multi-year duration and provides for a single assignment.

### 4.3 Termination of the plan

The Plan will end on 31 December 2032.

### 4.4 Maximum amount of financial instruments that can be allocated

The number of shares that can be allocated to beneficiaries under the Plan will be established by the Board of Directors during the implementation of the Plan itself and communicated in accordance with the laws and regulations applicable from time to time. As of today, taking into account the arithmetic mean of the closing price of the Technoprobe stock in the 90 days preceding January 1, 2026, it is estimated that the maximum number of shares that can be allocated is equal to 5,000,000, representing 0.76% of the share capital, in the event of achievement of all performance objectives (except as indicated in Paragraph 4.5).

#### 4.5 Methods and clauses for the 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; Description of these conditions and results

Following receipt of a specific Letter of Assignment, Beneficiaries interested in joining the Plan must deliver such letter to the Company, with the Plan Regulations attached, duly signed and initialled by them as a sign of acceptance, within 15 (fifteen) working days of receiving the letter, under penalty of forfeiture of the right to join the Plan itself.

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

- the relationship between each Beneficiary and the Company or the relevant Subsidiary is still in place and the organizational position within the Company or the relevant Subsidiary has been maintained, except in cases of Good Leaver;
- the Trigger Event and the Performance Condition are verified.

If a Beneficiary changes organizational position within the Company or is transferred to one of the Group Companies, the Board of Directors, after consulting the Nomination and Compensation Committee where necessary, may adjust the Beneficiary's Rights and/or performance objectives. These elements may be modified in relation to the new position held.

The vesting of the Rights and the subsequent allocation of the Shares to the Beneficiaries in a single solution are subject to verification by the Board of Directors of the achievement of the Trigger Event and the Performance Condition.

##### **Trigger event**

The vesting of the Rights and the related attribution of the Shares to the Beneficiaries are primarily subject to the verification of the Trigger Event by the end of Performance Period 1.

In particular, the Trigger Event is considered to have occurred if the DIS China company - or one of its vehicles - is admitted to listing on the Shanghai Stock Exchange or a regulated stock market of the People's Republic of China (PRC), with the consequent effective start of trading, by December 31, 2031.

The Trigger Event date coincides with the date of commencement of trading of DIS China shares – or of one of its vehicles – on the Shanghai Stock Exchange or a regulated stock market in the People's Republic of China (PRC), as resulting from official documentation made public by the company and the competent authorities.

Alternatively, the Trigger Event may also consist of a sale of all or more than 20% of the equity interests in DIS Shanghai to a third party not belonging to the Technoprobe Group, through an “arm's length” negotiation between independent counterparties by December 31, 2031.

The Board of Directors will verify whether the Trigger Event has been reached every six months starting from the Grant Date and until the end of Performance Period 1.

##### **Performance Condition**

The vesting of the Rights and the consequent attribution of the Shares to the Beneficiaries are subject, secondly and following the verification of the Trigger Event, to the achievement by DIS China - or one of its vehicles - of a market capitalization of no less than RMB 6.9bn (approximately USD 1,000,000,000) within one year from the occurrence of the Trigger Event, as well as to the maintenance of such capitalization for a continuous period of at least 30 (thirty) days starting from the Trading Date and, in any case, by the end of Performance Period 2.

In the event of the sale of all or more than 20% of the equity interests in DIS Shanghai to a third party not belonging to the Technoprobe Group, the value of the entire company shall likewise not be lower than RMB 6.9 billion (approximately USD 1,000,000,000), as determined through an arm's length negotiation between independent counterparties who then determine its Fair Market Value.

The achievement of the Performance Condition will be verified by the Board of Directors on a quarterly basis starting from the Trading Date and until the end of Performance Period 2.

The granting of the Number of Shares to the beneficiary is subject to the following condition, as well as any other condition potentially included in the plan rules: during the term of the plan, the beneficiary must maintain the Relationship on a continuous basis with a Group company (the condition above, as well as any other condition included in the plan rules).

Participation in the plan does not form part of the beneficiaries' terms of employment and the rights and obligations arising from the beneficiaries' employment relationships with any Group company are separate from and are not affected by their participation in the plan itself.

The granting of Shares does not create any right for the Beneficiary to be eligible for any Plan Cycle and/or to obtain additional Rights. The Company reserves the right to exercise the clawback clause in the event that the beneficiary is responsible, through willful misconduct or gross negligence, for violations of laws and/or regulations, the Code of Ethics, or company rules that are material to or impact the employment contract, affecting the relevant fiduciary basis. The Board of Directors will decide at its sole discretion whether and to what extent to exercise the clawback. The Company may exercise the clawback no later than three years after the granting of the shares.

#### 4.6 Availability constraints on the instruments granted or on the instruments deriving from the exercise of the instruments granted

The Rights will be attributed on a personal basis to each beneficiary and may not be transferred by deed *inter vivos* nor be subject to restrictions or be the subject of other acts of disposition for any reason whatsoever.

#### 4.7 Any termination conditions in relation to the plan in the event that the beneficiaries carry out hedging transactions that allow to neutralize any prohibitions on the sale of the instruments assigned

The Plan does not contain any termination conditions in the event that the Beneficiaries carry out *hedging* transactions that allow the prohibitions on the disposal of Rights and Shares to be neutralized.

#### 4.8 Effects of termination of employment or management

Since the right to receive the Shares is functionally linked to the continuation of the Relationship between the Beneficiaries and the Company or its Subsidiaries, in the event of termination of the Relationship, the following provisions of this Article will apply, unless otherwise determined by the Board of Directors, following the opinion of the Nomination and Remuneration Committee, in a manner more favorable to the Beneficiaries.

In the event of termination of the Relationship following a Bad Leaver event between the beginning and the end of the plan term, the Beneficiary will permanently and entirely lose the right to receive the Shares.

In the event of termination of the Relationship following a Good Leaver event between the beginning and the end of the plan term, the Beneficiary (or his or her heirs) will retain the right to receive a pro-rata number of Shares corresponding to the pro-rata number of Rights to receive Shares assigned prior to the termination date of the Relationship. Specifically, the month of termination will be included in the pro-rata calculation if the termination takes effect after the 15th day thereof.

Finally, it is understood that in the event of transfer of the Relationship to another Subsidiary and/or in the event of termination of the Relationship and simultaneous establishment of a new Relationship within the Subsidiaries, always in the capacity of Beneficiary, the same will retain, mutatis mutandis, all rights attributed to him pursuant to the Plan.

#### 4.9 Indication of other possible causes for cancellation of the Plan

The Beneficiary will permanently lose the right to the allocation of the Shares following: (i) attempted transfer by deed inter vivos or negotiation of the Rights, including, by way of example, any attempted transfer by deed inter vivos or in application of the law, whether directly or indirectly, including through legal transactions aimed at this effect; (ii) subjection of the Rights to pledge or other real rights, charges, seizure, attachment or constraints (current, potential, future and/or conditional) of any nature, whether real or personal or (iii) granting of the Rights as security.

If, during the term of the plan:

- \* a Change of Control were to occur; or
- \* a public purchase offer or a public exchange offer relating to the Shares is concluded; or
- \* the listing of the Shares on the EXM is revoked (so-called delisting) or resolutions and/or commitments are made which make the delisting certain;

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

Any early allocation of Shares will be made pro rata to all Beneficiaries. The Shares will be allocated based on a specific resolution of the Board of Directors, unless the Board of Directors, after consulting the Nomination and Compensation Committee, determines otherwise in a manner more favorable to the Beneficiaries.

#### 4.10 Reasons relating to the possible provision of a "redemption" of the shares by the Company

Should objective circumstances arise, in the event that the Beneficiary is found to be responsible, with intent or gross negligence, for violations of laws and/or regulations, of the Code of Ethics or of company rules that have a relevance or have an impact on the employment relationship, affecting the related fiduciary basis, even where such behaviors have not had a direct impact on the maturation of the right to the allocation of the Shares, the Company may withhold all or part of the portion of the bonus due with consequent definitive extinction of any right in this regard, or request - to the extent possible under applicable law - (a) the return of the Shares, deducted a number of Shares with a value corresponding to the tax, social security and welfare charges connected to the allocation of the Shares or if the Shares have already been sold, (b) the return of the sale value, deducted the amount corresponding to the tax, social security and welfare charges connected to the allocation of the Shares, possibly also through compensation with the salaries and/or the Beneficiary's severance pay ("Claw-back Right").

The Board of Directors may also, in its discretion, determine that during the term of the plan, you have engaged in bad faith conduct or have failed to perform your job duties diligently and professionally, either of which has caused material harm to the company (both financially and to its reputation).

In particular, if within 3 years of the Grant Date it is proven that during the plan's duration the Participant has adopted behavior contrary to the law and/or company regulations (violation of the organizational, management and control model and the code of ethics or the company's internal procedures), the Participant will be required to return to the company the same amount of shares received on the date of granting the shares, net of any applicable withholding taxes.

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

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

Given that the refund of the amounts subject to the exercise of the Clawback Right is net of taxes paid, the Beneficiary hereby undertakes to return to the Company any excess tax claimed for reimbursement, including in the form of offset, on the repaid fees when filing the tax return. The Beneficiary also undertakes to cooperate with the Company, as a withholding agent, to obtain a refund of any withholdings applied and paid, but not yet claimed for reimbursement when filing the tax return.

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

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

#### 4.12 Assessment of the expected expense for the Company at the date of its assignment, as determinable on the basis of terms and conditions already defined, for the total amount and in relation to each instrument of the plan

As of the Date of the Information Document, it is not possible to quantify the charge for the Company as it will depend on the number of Rights accrued as well as the market value of the Shares at the time of delivery of the Shares. However, by way of example, based on the maximum number of Shares servicing the Plan (equal to 5,000,000) and the closing price of the Shares on the Date of the Information Document (*i.e.*, Euro 16.350), the maximum expected charge would be equal to Euro 81,750,000.

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

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

#### 4.14 Limits on voting rights and property rights

The Shares subject to assignment pursuant to the Plan will have regular dividend rights and, therefore, the rights related to them belong to each Beneficiary from the moment the Beneficiary becomes the holder of the Shares.

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

#### 4.15 In the event that the shares are not traded on regulated markets, any information useful for a complete assessment of the value attributable to them

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

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

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

#### 4.17 Option Expiration

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

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

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

4.19 The exercise price of the option or the methods and criteria for its determination, with particular regard to: a) the formula for calculating the exercise price in relation to a given market price (so-called "Exercise Price"). fair market value) (e.g. exercise price equal to 90%, 100% or 110% of the market price), and b) the methods for determining the market price used as a reference for determining the exercise price (e.g. last price on the day prior to the grant, average of the day, average of the last 30 days, etc.)

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

4.20 In the event that the strike price is not equal to the market price determined as indicated in point 4.19.b (c.d. fair market value), reasons for this difference

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

4.21 Criteria on the basis of which different strike prices are envisaged between different subjects or categories of recipients

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

4.22 In the event that the financial instruments underlying the options are not traded on regulated markets, an indication of the value attributable to the underlying instruments or the criteria for determining such value

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

4.23 Criteria for adjustments made necessary as a result of extraordinary capital transactions and other transactions involving a change in the number of underlying instruments (capital increases, extraordinary dividends, reverse stock split of the underlying shares, mergers and demergers, conversion transactions into other classes of shares, etc.)

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

4.24 Share issuers shall attach the attached table no. 1 to the information document by filling in: a) in any case section 1 of Tables 1 and 2 in the fields of specific interest; b) section 2 of tables 1 and 2, filling in the fields of specific interest, on the basis of the characteristics already defined by the Board of Directors. For the members of the Board of Directors or of the Management Board, the general managers and other managers with strategic responsibilities of the listed issuer may be provided by reference to what has been published pursuant to art. 84-quarter the data in section 1, table no. 1 and the information requested in paragraph 1 of which: (i) in point 1.1; (ii) letters a) and b) of point 1.3; (iii) in letters a) and b) of point 1.4

Not applicable as of the Information Document Date, the Beneficiaries have not yet been identified by the Board of Directors.

Such information will be provided in accordance with the terms and conditions set out in Article 84-bis, paragraph 5, letter a) of the Issuers' Regulation.