

WIIT

THE PREMIUM CLOUD

PROSPECTUS
FOR THE INCENTIVE PLAN CALLED THE “2023-2027 RSU PLAN”

(prepared pursuant to Article 84-*bis* of Consob Regulation No. 11971/1999 and according to Schedule 7 of Annex 3A to Consob Regulation No. 11971/1999)

INTRODUCTION

This prospectus is prepared pursuant to Article 114-*bis* of Legislative Decree No. 58 of February 24, 1998, as subsequently amended and supplemented (the “**CFA**”), Article 84-*bis*, paragraph 1, of Consob Regulation No. 11971 of May 14, 1999, as subsequently amended and supplemented (the “**Issuers’ Regulation**”), and according to Schedule 7 of Annex 3A to the Issuers’ Regulation (the “**Prospectus**”).

The Prospectus describes the financial instrument-based remuneration plan called the “2023-2027 *RSU Plan*” (the “**RSU Plan**” or the “**Plan**”), for Employees (as defined below) of companies in the Group of which WIIT S.p.A. (“**WIIT**” or the “**Company**”) is the parent, excluding Senior Executives (the “**Executives**”), to be identified by the WIIT Board of Directors (the “**Board of Directors**”). Pursuant to Article 114-*bis* of the CFA, the Plan will be submitted for approval to WIIT's Shareholders' Meeting (the “**Meeting**”) scheduled for May 4, 2023 (in single call).

The information required by Schedule 7 of Annex 3A of the Issuers’ Regulation which is not contained in this Prospectus shall be provided, where available, during the implementation phase of the Plan, in accordance with Article 84-*bis*, paragraph 5, letter a) of the Issuers’ Regulation.

This Prospectus is made available to the public at the Company's registered office and on its website (<http://www.wiit.cloud/>), in the “Investors” Section, and on the authorized storage mechanism “eMarket STORAGE” (www.emarketstorage.com).

The RSU Plan does not qualify as a plan of “special significance” under Article 114-*bis*, paragraph 3 of the CFA and Article 84-*bis*, paragraph 2 of the Consob Issuers’ Regulation.

DEFINITIONS

As required by Schedule 7 of Annex 3A to the Issuers' Regulation, a list is presented below of definitions illustrating the meaning of the terms of less common usage appearing in this Prospectus.

"Shareholders' Meeting"	The Shareholders' Meeting of WIIT.
"Shares"	WIIT's ordinary shares listed on the EXM.
"Beneficiaries"	The beneficiaries of the Plan, to be identified at the sole discretion of the Board of Directors from among the Employees.
"Group Annual Budget"	The WIIT Group's annual budget approved by the Board of Directors.
"Clawback"	Revocation or return mechanism that provides for revocation of RSUs Granted the return of Shares Allocated, as appropriate.
"Board of Directors"	The Company's Board of Directors in office or, in its stead, members of it specifically delegated by the same, who shall carry out all assessments relating to the Plan, making all related determinations, and who shall execute the provisions of the Regulation.
"Prospectus Date"	March 15, 2023.
"RSU Grant Date"	The date on which the Board of Directors will approve the number of RSUs to be granted to each Beneficiary.
"End Date"	December 31, 2027.
"Vesting Date"	The Vesting Date as identified in Section 2.2, as appropriate, in the Sub-Paragraph "Vesting of the RSUs Granted" or in the Sub-Paragraph "Vesting of the RSUs granted following the occurrence of a Relevant Event"
"Delisting"	The approval of transaction resolutions which would lead to the delisting of Shares from the EXM.
"Employees"	Employees of Group companies, excluding Senior Executives.
"Adjusted Consolidated EBITDA"	The Group's adjusted consolidated EBITDA as per the consolidated financial statements approved by the Company's Board of Directors for each of the years covered by this Plan. The Adjusted Consolidated EBITDA does not account for any costs relating to the variable remuneration of Executive Directors accrued or paid in the reference year.
"Adjusted Target EBITDA"	The adjusted consolidated target EBITDA value of the Group to be achieved in each of the years covered by this Plan, as defined by the Board of Directors as part of the Group Annual Budget for each year, to which the set aside costs relating to the variable remuneration of the Executive Directors is added. In the event of Group transactions involving the acquisition or sale of equity investments, companies, or business units, WIIT Group's Board of Directors may modify the reference year's Adjusted Target EBITDA to account for them.

“EXM”	Euronext Milan, a market regulated by Borsa Italiana S.p.A.
“Working Day”	Any day other than a Saturday and Sunday and any other day on which banks are permitted to close in the City of Milan.
“The Group” or “WIIT Group”	WIIT and all subsidiary companies directly or indirectly controlled by WIIT pursuant to Article 93 of the CFA.
“Performance Targets”	The targets of the Plan, which determine the vesting of the RSUs.
“Offer”	The beginning of the acceptance period for a public tender and/or exchange offer for the Company's Shares pursuant to Article 102 and thereafter of the CFA.
“First Grant Cycle”	Has the meaning ascribed to it in Section 4.2.
“Fourth Grant Cycle”	Has the meaning ascribed to it in Section 4.2.
“Relationship”	The employment relationship between the Beneficiary and the Company or one of the Subsidiary Companies.
“Regulation”	The Plan regulation.
“Restricted Stock Units” or “RSUs”	The conditional rights that are the subject of the Plan, which are free of charge and non-transferable <i>inter vivos</i> , each of which grants the Beneficiaries the right to the free allocation of one Share under the terms and conditions set out in the Regulation.
“RSUs Granted”	RSUs granted by the Company to Beneficiaries in the manner set out in the Regulation.
“RSUs Vested”	RSUs Granted for which the vesting conditions set out in the Regulation are met.
“Second Grant Cycle”	Has the meaning ascribed to it in Section 4.2.
“Subsidiaries”	All subsidiary companies directly or indirectly controlled by the Company pursuant to Article 93 of the CFA.
“Third Grant Cycle”	Has the meaning ascribed to it in Section 4.2.

1. BENEFICIARIES

The Plan's beneficiaries are Employees of the WIIT Group - excluding Senior Executives - to be identified by WIIT's Board of Directors

To participate in the Plan and receive delivery of Shares, the Beneficiary must have maintained an ongoing Relationship with the Company for the entire period between the RSU Grant Date and the Vesting Date (inclusive)

2. REASONS FOR THE ADOPTION OF THE PLAN

2.1 Plan objectives

In line with applicable regulation and best practice on the subject, the RSU Plan is designed to pursue the goal of increasing the value of the WIIT Share, while aligning the financial interests of the Beneficiaries with those of the shareholders.

In fact, RSU Plan pursues the following objectives:

- incentivize the Beneficiaries to achieve the management performance results of the WIIT Group;
- align the Beneficiaries' interests with those of the shareholders in creating value over the medium to long term;
- engender loyalty within key staff in the WIIT Group and incentivize them to stay with the Group;
- protect the WIIT Group's competitiveness in the labor market.

2.2 *Key variables, also in the form of performance indicators, considered for the allocation of financial instrument based plans*

Vesting of the RSUs Granted

The vesting of RSUs is subject to the conditions described in this Section 2.2, Sub-Paragraph "Vesting of the RSUs Granted" if, during the period between the RSU Grant Date and December 31, 2026, none of the following events (the "**Relevant Events**") has occurred: (i) Change of Control; (ii) Delisting; or (iii) Offer.

For the purposes of this Paragraph 2.2, Sub-Paragraph entitled "Vesting of the RSUs Granted", the Vesting Date is the date of approval by WIIT's Board of Directors of the consolidated financial statements for the year ending December 31, 2026.

The RSUs Granted in the First Allocation Cycle are vested on the Vesting Date if the following conditions are met. Specifically, the vesting of the RSUs is subject to the achievement of the following Performance Targets:

- a) the first tranche, equal to 25% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2023, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2023;
- b) the second tranche, equal to 25% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2024, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2024;
- c) the third tranche, equal to 25% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2025, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2025;
- d) the fourth tranche, equal to 25% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated

financial statements at December 31, 2026, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2026.

The RSUs Granted in the Second Allocation Cycle are vested on the Vesting Date if the following conditions are met. Specifically, the vesting of the RSUs is subject to the achievement of the following Performance Targets:

- a) the first tranche, equal to 33.3% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2024, is at least 90% of the Adjusted Target EBITDA at December 31, 2024;
- b) the second tranche, equal to 33.3% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2025, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2025;
- c) the third tranche, equal to 33.3% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2026, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2026.

The RSUs Granted in the Third Grant Cycle are vested on the Vesting Date if the following conditions are met. Specifically, the vesting of the RSUs is subject to the achievement of the following Performance Targets:

- a) the first tranche, equal to 50% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2025, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2025;
- b) the second tranche, equal to 50% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2026, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2026.

The RSUs Granted in the Fourth Grant Cycle are vested on the Vesting Date if the following conditions are met. Specifically, the vesting of the RSUs is subject to the achievement of the following Performance Targets: the first and only tranche, equal to 100% of the RSUs that can be granted to the Employees, is vested if the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2026, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2026.

Vesting of the RSUs granted following the occurrence of a Relevant Event

The vesting of the RSUs is subject to the conditions described in this Paragraph 2.2, Sub-Paragraph entitled "Vesting of the RSUs granted following the occurrence of a Relevant Event", when, in the period between the RSU Grant Date and December 31, 2026, a Relevant Event occurs.

For the purposes of this Paragraph 2.2, Sub-Paragraph entitled "Vesting of the RSUs granted following the occurrence of a Relevant Event", the "Vesting Date" is the later date between: (i) the date of approval by WIIT's Board of Directors of the consolidated financial statements for the year preceding the one in which a Relevant Event occurred; and (ii) the date on which a Relevant Event occurred.

The RSUs Granted in the First Allocation Cycle are vested on the Vesting Date if the following conditions are met. Specifically, the vesting of the RSUs is subject to the achievement of the following Performance Targets:

- a) the first tranche, equal to 25% of the RSUs that can be granted to the Beneficiaries, vests:
- fully if (i) the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2023, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2023, and (ii) a Relevant Event has not occurred in the period between the RSU Grant Date and December 31, 2023; or
 - in an amount equal to 50% (that is, 12.5% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between the RSU Grant Date and December 31, 2023.
- b) the second tranche, equal to 25% of the RSUs that can be granted to the Beneficiaries, vests:
- fully if (i) the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2024, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2024, and (ii) a Relevant Event has not occurred in the period between the RSU Grant Date and December 31, 2024; or
 - in an amount equal to 50% (that is, 12.5% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2024 and December 31, 2024.
- c) the third tranche, equal to 25% of the RSUs that can be granted to the Beneficiaries, vests:
- fully if (i) the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2025, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2025, and (ii) a Relevant Event has not occurred in the period between the RSU Grant Date and December 31, 2025; or
 - in an amount equal to 50% (that is, 12.5% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2025 and December 31, 2025.
- d) the fourth tranche, equal to 25% of the RSUs that can be granted to the Employees, is vested in an amount equal to 50% (that is, 12.5% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2026 and December 31, 2026.

The RSUs Granted in the Second Allocation Cycle are vested on the Vesting Date if the following conditions are met. Specifically, the vesting of the RSUs is subject to the achievement of the following Performance Targets:

- a) the first tranche, equal to 33.3% of the RSUs that can be granted to the beneficiaries, is vested:
- fully if (i) the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2024, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2024, and (ii) a Relevant Event has not occurred in the period between the RSU Grant Date and December 31, 2024; or

- in an amount equal to 50% (that is, 16.65% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2024 and December 31, 2024.
- b) the second tranche, equal to 33.3% of the RSUs that can be granted to the beneficiaries, is vested:
- fully if (i) the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2025, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2025, and (ii) a Relevant Event has not occurred in the period between the RSU Grant Date and December 31, 2025; or
 - in an amount equal to 50% (that is, 16.65% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2025 and December 31, 2025.
- c) the third tranche, equal to 33.3% of the RSUs that can be granted to the Employees, is vested in an amount equal to 50% (that is, 16.65% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2026 and December 31, 2026.

The RSUs Granted in the Third Grant Cycle are vested on the Vesting Date if the following conditions are met. Specifically, the vesting of the RSUs is subject to the achievement of the following Performance Targets:

- a) the first tranche, equal to 50% of the RSUs that can be granted to the Beneficiaries, vests:
- fully if (i) the Adjusted Consolidated EBITDA, as per the Company's consolidated financial statements at December 31, 2025, is at least equal to 90% of the Adjusted Target EBITDA at December 31, 2025, and (ii) a Relevant Event has not occurred in the period between the RSU Grant Date and December 31, 2025; or
 - in an amount equal to 50% (that is, 25% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2025 and December 31, 2025.
- b) the second tranche, equal to 50% of the RSUs that can be granted to the Employees, is vested in an amount equal to 50% (that is, 25% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2026 and December 31, 2026.

The RSUs Granted in the Fourth Grant Cycle are vested on the Vesting Date if the following conditions are met. Specifically, the vesting of the RSUs is subject to the achievement of the following Performance Targets: the first and only tranche, equal to 100% of the RSUs that can be granted to the Employees, is vested to an amount equal to 50% (that is, 50% of the RSUs that can be granted to the Employees) when a Relevant Event has occurred in the period between January 1, 2026 and December 31, 2026.

Beneficiaries will permanently lose all the RSUs Granted that are not vested on the Vesting Date under the conditions described above in this Paragraph 2.2, Sub-Paragraph entitled "Vesting of the RSUs granted following the occurrence of a Relevant Event", and, therefore, will permanently lose the right to claim the associated Shares.

2.3 Factors underlying the determination of the extent of remuneration based on financial instruments, or the criteria used for its determination

The number of RSUs, if any, granted to the Beneficiary is related to the Company's organizational structure and is determined on the basis of the significance of the position held in the organization, in addition to the Company's interest in grading their long-term incentive as part of its strategies.

2.4 Reasons for any decision to target compensation plans based on financial

instruments not issued by the issuer of financial instruments, such as the financial instruments issued by subsidiaries or parent companies or third party companies outside of the Group; in the case in which the above instruments are not traded on regulated markets, information on the criteria utilized for the calculation of the attributable value.

Not applicable, since the Plan provides for the allocation of Company Shares.

2.5 Assessments concerning significant tax and accounting implications

There are no particular tax and/or accounting implications affecting the definition of the Plan.

2.6 Support to the Plan by the special fund for investment for the incentivization of the involvement of workers in enterprises, as per Article 4, paragraph 112 of Law No. 350 of December 24, 2003

The RSU Plan does not receive support from the special fund for the incentivization of the involvement of workers in enterprises, as per Article 4, paragraph 112 of Law No. 350 of December 24, 2003.

3. PLAN APPROVAL PROCESS AND TIMELINE

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

Provision is made for the Shareholders' Meeting to grant to the Board of Directors, with the power to sub-delegate to third parties, any and all broader powers necessary and/or appropriate to fully and completely enact the Plan, including but not limited to, and where necessary, any power to: (i) identify the Plan Beneficiaries and the maximum number of RSUs to be granted to each of them; (ii) verify the achievement of Performance Targets, and therefore determine the number of ordinary shares to be actually allocated to each Beneficiary, and make the corresponding allocations; and (iii) to perform any act, fulfillment, formality, communication, also vis-à-vis the public or any Authority, that may be necessary and/or appropriate for the purposes of the management and/or implementation of the Plan, with the right to delegate its powers, duties and responsibilities in relation to the execution and application of the Plan, including the fulfillment of the related disclosure obligations, to the Chief Executive Officer in office.

3.2 Parties appointed to administer the Plan and their functions and duties

Responsibility for executing the Plan rests with the Board of Directors.

The operational management of the Plan is delegated to the Company's Chief Executive Officer, who is supported by the Chief Operating Officer. WIIT's Chief Executive Officer manages the Plan in accordance with the provisions of the Regulation and reports on the progress of the Plan to WIIT's Board of Directors.

3.3 Existing procedures for Plan review

The Board of Directors may make any amendments and additions to the Regulation and related documents as it deems necessary or appropriate in relation to factors likely to affect the Shares, the Company and/or the WIIT Group and/or the Plan and/or the Performance Targets (including, but not limited to, corporate transactions and reorganizations regarding the WIIT Group, capital transactions, regulatory changes in remuneration policies or to the Group's perimeter, compliance with specific industry or foreign regulations applicable to individual WIIT Group companies, material changes in macroeconomic conditions), at its own discretion and in any case within the limits allowed by the applicable regulations, to ensure that the substantial and economic contents of the Plan remain unchanged. When making the above adjustments, the Board of Directors will act according to commonly accepted rules of practice for financial markets.

On the occurrence of events that are not specifically governed by the Regulation which affect the Company and/or the WIIT Group and are likely to affect the Plan, the Board of Directors may make any amendments and additions to the Regulation as it deems necessary and/or appropriate to ensure that the substantial and economic contents of the Plan remain unchanged.

Amendments and additions will be effective from the date they are approved by the Board of Directors.

In the event that the above transactions make it advisable or necessary to postpone the Share allocation period, appropriate notice will be given to the Beneficiaries, specifying the duration of the suspension.

Upon the occurrence of extraordinary events that have a material impact on the appropriateness and relevance of the Performance Targets, the Company's Board of Directors, at its sole discretion, may consider whether to make appropriate adjustments to the final breakdown of the Performance Targets in order to ensure that the substantial and economic contents of the Plan remain unchanged.

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

The Shares covered by the Plan will be made available using Treasury Shares already in the Company's portfolio or which will be purchased pursuant to Article 2357 et seq. of the Civil Code.

3.5 Role carried out by each Director in establishing the characteristics of the Plan; any conflicts of interest involving the Directors

The Plan has been approved by the Board of Directors.

No conflicts of interest exist as no Director is a beneficiary of the Plan.

3.6 Date of the decision taken by the relevant board to propose the approval of the Plan to the Shareholders' Meeting and any proposal by the Remuneration Committee

The Board of Directors approved the Plan on March 15, 2023.

Pursuant to Article 114-*bis* of the CFA, the Plan will be submitted for approval at the Shareholders' Meeting scheduled for May 4, 2023.

3.7 For the purposes of Article 84-*bis*, paragraph 5, letter a), the date of the decision undertaken by the relevant board for the grant of the instrument and the proposal to the aforementioned board by the Remuneration Committee

At the Prospectus Date, the Board of Directors has not yet resolved on the allocation of the RSUs.

This information will be announced according to the manner and terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation.

3.8 Market price, recorded on the above-stated dates, of the financial instruments on which the Plans are based, if traded on regulated markets.

The closing market price of the Shares on the date the Board of Directors approved the Plan (i.e., March 15, 2023) was Euro 20.

At the Prospectus Date, the Board of Directors has not yet resolved on the allocation of the RSUs, and the market price of the Shares at the date the RSUs are allocated by the Board of Directors is therefore not available at the Prospectus Date. This information will be provided according to the manner and terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation.

3.9 Safeguards adopted by the issuer regarding the timing of the allocation of instruments servicing the plan and possible time overlap between: (i) this allocation or any decisions made 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.

Any delivery of Shares to the Beneficiaries will take place after allocation of the RSUs, as outlined in Sections 2.2 and 4.2.

As such, any disclosure of inside information under Regulation (EU) No. 596/2014 at the time the RSUs are allocated would not have any appreciable effect on the behavior of the Beneficiaries, who, at that time, would not be able to carry out any transaction on the Shares covered by the Plan, since the Shares would be delivered after the allocation of the RSUs.

In any case, the Company will comply with its obligations regarding market disclosure, where required by the applicable statutory and regulatory provisions.

4. CHARACTERISTICS OF THE INSTRUMENTS ALLOCATED

4.1 Description of the forms under which the financial instrument based remuneration plans are structured

The purpose of the Plan is to grant RSUs to the Beneficiaries.

RSUs will be granted free of charge. If vested according to the terms and conditions set out in the Regulation, each RSU granted shall entitle the holder to the free allocation of 1 share.

The RSUs will be granted to the Beneficiaries on a personal basis and may not be transferred by deed between living persons, nor subject to restrictions or be subject to other acts of disposal for any reason whatsoever.

4.2 Plan implementation period

The Plan lasts for five years.

The grant of RSUs to Beneficiaries may take place over four award cycles during the financial years 2023, 2024, 2025 and 2026. RSUs may also be granted on different dates to each of the Beneficiaries, provided that they are granted by: (i) December 31, 2023 for the first cycle (the “**First Grant Cycle**”); (ii) December 31, 2024 for the second cycle (the “**Second Grant Cycle**”); December 31, 2025 for the third cycle (the “**Third Grant Cycle**”); and (iv) December 31, 2026 for the fourth cycle (the “**Fourth Grant Cycle**”).

The Beneficiaries will receive the Shares relating to the RSUs Vested within 25 working days from the Vesting Date, according to the procedures set out in the RSU Regulation.

4.3 Conclusion date of the plan

The Plan will conclude on December 31, 2027.

4.4 Maximum number of financial instruments that may be granted

The Plan provides for the grant of a maximum of 100,000 RSUs, valid for the allocation of a maximum of 100,000 shares.

4.5 Methods and implementation clauses of the Plan, specifying whether the effective grant of the instrument is subject to the achievement of conditions or the achievement of results (including performance based); description of these conditions and results

RSUs Granted vested on the Vesting Date if the conditions described in Section 2.2 have been met.

4.6 Restrictions on the availability of the instruments granted or the instruments resulting from the exercise of the instruments granted

The RSUs will be granted to the Beneficiaries on a personal basis and may not be transferred by deed between living persons, nor subject to restrictions or be subject to other acts of disposal for any reason whatsoever.

The Beneficiary shall permanently lose the right to convert the RSUs Granted into Shares (even if Vested) following: (i) attempted transfer by deed or negotiation of the RSUs Granted, including, but not limited to, any attempted transfer by deed or pursuant to law, whether directly or indirectly, including by means of legal transactions designed to that effect; (ii) use of the RSUs Granted as a lien or other security interest, commitment, attachment, garnishment, or encumbrance (whether actual, contingent, future, and/or conditional) of any nature, whether real or personal; or (iii) use of the RSUs Granted as guarantee.

4.7 Plan termination conditions in the event that Beneficiaries carry out hedging operations which neutralize any share sales prohibitions

The Plan does not contain any termination conditions if the Beneficiaries carry out hedging transactions to neutralize RSU sale prohibitions.

4.8 Effects of termination of employment or position as Director.

In the event that the Relationship should end before the Vesting Date because the Beneficiary (i) is dismissed by the Company for just cause, or for justified subjective reasons; (ii) resigns voluntarily; (iii) takes an unpaid leave of absence; (iv) reaches the conditions for retirement or old-age pension, s/he will permanently lose the right to obtain the Shares corresponding to the RSUs Granted (even if Vested).

In the Relationship is terminated for any reason other than the foregoing (including the death of the Beneficiary), prior to the Vesting Date, the Beneficiary (or his or her heirs) may, if necessary, retain all or some of the RSUs Granted but not yet Vested, only upon resolution to that effect by the Board of Directors, which shall make all relevant determinations in its sole discretion.

The Relationship shall be deemed terminated prior to the Vesting Date in the event of dismissal or resignation communicated prior to the Vesting Date, and also in cases where the termination of the Relationship becomes effective after the Vesting Date as a result of contractually required notice or for any other reason.

If the Relationship is transferred to another WIIT Group company and/or if the Relationship is terminated with the simultaneous establishment of a new Relationship within the WIIT Group, the Beneficiary will retain, *mutatis mutandis*, any right granted by the Regulation.

4.9 Indication of any other causes of the Plan's cancellation

Beneficiaries will permanently lose all the RSUs Granted that are not vested on the Vesting Date under the conditions described in Paragraph 2.2, Sub-Paragraph entitled "Vesting of the RSUs granted following the occurrence of a Relevant Event", and, therefore, will permanently lose the right to claim the associated Shares.

4.10 Rationale for the possible provision for the Company to “recover” shares

The Plan provides for a clawback mechanism. Specifically, without prejudice to the provisions of the reference National Collective Bargaining Agreements on the rights and duties of employees and the Code of Ethics in force:

- (a) the Beneficiary will lose all the RSUs Granted if that beneficiary has caused or contributed to:
- conduct that does not comply with legal, regulatory or statutory provisions, the Code of Ethics or the Corporate Governance Code for listed companies, resulting in a significant loss for the WIIT Group;
 - fraudulent, malicious or grossly negligent conduct to the detriment of WIIT Group;
- (b) the WIIT Group reserves the right to take appropriate action to recover the Shares received by the Beneficiary as part of the Plan - or where the same have been transferred for payment, an amount equivalent to the consideration obtained from the transfer - if, within 3 years from the date of delivery of the Shares, it emerges that the Beneficiary has carried out or contributed to carrying out:
- conduct that does not comply with legal, regulatory or statutory provisions, the Code of Ethics or the Corporate Governance Code for listed companies, resulting in a significant loss for the WIIT Group;
 - fraudulent, malicious or grossly negligent conduct to the detriment of WIIT Group.

The Plan also allows the Beneficiaries to grant the Company an option to purchase all the Shares received under the Plan, which can be exercised no later than December 31, 2027.

4.11 Loans or other subsidies for the purchase of shares

Not applicable since Shares under the Plan will be allocated free of charge.

4.12 Valuations regarding the expected charge upon the Company at the relative grant date, as may be estimated on the basis of the terms and conditions thus far defined, for the total amount and in relation to each Plan instrument

The Plan is enacted through the grant of a maximum of 100,000 RSUs, valid for the allocation of a maximum of 100,000 Treasury Shares of the Company.

At the Prospectus Date, it is not possible to quantify the expected cost to the Company as this will depend on the market value of the Shares at the time of allocation. This information will be provided according to the methods and within the terms indicated in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation.

4.13 Any dilutive effects caused by the Plan

Implementing the Plan will have no dilutive effects on the Company's share capital since the allocation of Shares will use Treasury Shares.

4.14 Limits on voting rights and concerning the allocation of equity rights

The Plan does not provide for limits on the exercise of equity and voting rights with respect to Shares to be allocated under the Plan.

4.15 In the case in which the shares are not traded on regulated markets, all useful information for a comprehensive valuation

Not applicable since the Plan provides for the allocation of WIIT Shares, which are traded on the EXM.

4.16 Number of financial instruments underlying each option

Not applicable since the Plan does not provide for the granting of stock options.

4.17 Expiry of the options

Not applicable since the Plan does not provide for the granting of stock options.

4.18 Time means (American/European) (for example exercise periods) and exercise clauses (for example knock-in and knock-out clauses)

Not applicable since the Plan does not provide for the granting of stock options.

4.19 Exercise price of the option or measurement methods or criteria, with particular regard to: a) the formula for the calculation of the exercise price in relation to a set market price ("fair market value") (e.g.: exercise price at 90%, 100% or 110% of the market price), and b) the method for the calculation of the market price, considered for the calculation of the exercise price (e.g.: last price on the day preceding grant, daily average, average over the last 30 days etc.)

Not applicable since the Plan does not provide for the granting of stock options.

4.20 In the case in which the exercise price is not equal to the set market price as indicated by point 4.19.b (fair market value), reasons for this difference.

Not applicable since the Plan does not provide for the granting of stock options.

4.21 Criteria upon which different exercise prices are considered between the various parties or various beneficiaries

Not applicable since the Plan does not provide for the granting of stock options.

4.22 In the case in which the underlying financial instruments to the Options are not traded on regulated markets, indication of the value attributable to the underlying instruments or their measurement criteria

Not applicable since the Plan does not provide for the granting of stock options.

4.23 Criteria for adjustments necessary following extraordinary share capital operations or other operations affecting the number of underlying instruments (share capital increases, extraordinary dividends, reverse stock split and splits of underlying shares, mergers and spin-offs, conversions to other share classes etc.)

Not applicable since the Plan does not provide for the granting of stock options.

4.24 The share issuers annex to the prospectus table 1, compiling: a) in all cases, section 1 in panels 1 and 2 in the fields of specific interest; b) section 2 of panels 1 and 2, filling out the fields of specific interests, on the basis of the characteristics already established by the Board of Directors. For the Board of Directors or the Management Board, General Managers and other Senior Executives of the listed issuer, the data in Section 1, Table No. 1 and the information required in paragraph 1 of which: (i) in item 1.1; (ii) in sub-paragraphs (a) and (b), of item 1.3; (iii) in sub-paragraphs (a) and (b), of item 1.4 may be provided with reference to the content of Article 84-*quater*.

This information will be provided in the manner and according to the terms set out in Article 84-*bis*, paragraph 5, letter a) of the Issuers' Regulation.