



**INFORMATION DOCUMENT CONCERNING SHARE INCENTIVE PLAN ENTITLED “2016–2026 STOCK OPTION PLAN” RESERVED FOR THE DIRECTORS OF THE COMPANY AND MANAGEMENT OF DIGITAL BROS GROUP SUBMITTED TO THE GENERAL MEETING TO BE HELD ON 11 JANUARY 2017**

Document prepared in accordance with article 84-bis of Consob Regulation 11971 of 14 May 1999 and table 7 of appendix 3A to the implementing regulation for legislative decree 58 of 24 February 1998 concerning the regulation of issuers (“Listing Rules”)

## **INTRODUCTORY NOTE**

This information document (“Information Document”) has been prepared pursuant to Art. 84-bis, paragraph 1, of the Listing Rules to present the terms and conditions of the Plan, as currently laid down thereby.

The 2016-2026 Stock Option Plan Regulations have been approved by the Board of Directors of the Company, by means of a resolution dated 10 November 2016, based on a proposal submitted by the Remuneration Committee and having sought the opinion of the Board of Statutory Auditors, and shall be submitted to the general meeting to be held on 11 January 2017.

As at the date of the Information Document, the adoption of the Plan has not yet been approved by the Company's shareholders in general meeting. It should be noted, however, that the basis of preparation of the Information Document has solely been the Regulations approved by the Board of Directors of the Company on 10 November 2016 and that any reference made to the Plan in the Document shall be deemed to refer to the Regulations.

It shall be the company's duty to update the Information Document, where necessary, based on the terms and conditions provided for by applicable regulations, in accordance with the approval of the Plan by the shareholders in general meeting and the resolutions adopted at the general meeting.

It should be noted that the Plan potentially qualifies as being “highly significant” pursuant to Art. 114-bis, paragraph 3, of the Consolidated Finance Act and Art. 84-bis, paragraph 2, of the Listing Rules.

The Information Document, together with the Plan Regulations, will be made available to the general public as an attachment to the “*Directors' illustrative report on the first item on the agenda for the ordinary general meeting prepared in accordance with Arts. 114-bis and 125 ter of Legislative Decree 58/1998, as subsequently amended, and pursuant to Art. 72 of the Listing Rules and in accordance with table 7 of appendix 3A thereto.*” prepared for the ordinary and extraordinary general meeting to be held on 11 January 2017, prior to the deadline for the publication of the calling notice for the general meeting to be held at the registered office of Digital Bros S.p.A. at Via Tortona 37, Milan, on the Company's website [www.digitalbros.com](http://www.digitalbros.com) (Investors section) as well as on the IINFO authorised storage mechanism that may be found at the web page [www.linfo.it](http://www.linfo.it).

## **DEFINITIONS**

- “Capital Increase”: cash capital increase in various tranches and with the disapplication of pre-emption rights pursuant to Art. 2441 paragraphs 5 and 6 of the Italian Civil Code, Art. 158 of the Consolidated Finance Act and Art. 6 of the Articles of Association of Digital Bros, submitted for approval by the shareholders in general meeting on 11 January 2017 to service the Plan up to a maximum nominal amount of Euro 320,000 and a maximum number of 800,000 shares with a par value of Euro 0.4 each.
- “Shares”: Digital Bros S.p.A. ordinary shares, each with a par value of Euro 0.4, inclusive of newly issued shares, set aside for the Options awarded to the Beneficiaries.
- “Ordinary General Meeting”: the ordinary general meeting of shareholders of Digital Bros to be held on 11 January 2017 called to approve the Plan described in the Regulations.
- “Bad Leaver”: all cases of termination of the Relationship other than those relevant to a Good Leaver. Cases relevant to a Bad Leaver include a change of control of the subsidiaries of Digital Bros with which the Beneficiary has his/her current employment relationship.
- “Beneficiaries”: the persons who will be offered the chance to participate in the “2016-2026 Stock Option Plan”. The Beneficiaries include Director Beneficiaries as identified and defined below.

- “Change of Control”: a case whereby the party heading up the Company's ownership chain at the date of execution of the Plan ceases to hold, directly or indirectly, a majority of voting Shares at the ordinary general meeting or of the voting rights that may be exercised thereby.
- “Civil Code”: the Italian Civil Code, approved by Royal Decree 262 of 16 March 1942 and subsequent additions and amendments thereto.
- “Remuneration Committee”: the Remuneration Committee constituted and appointed by the Board of Directors.
- “Notice of termination”: written notice (unilateral act or bilateral agreement) concerning termination of the Relationship.
- “Board of Directors”: the Board of Directors of Digital Bros S.p.A.
- “Date of Approval”: the date of approval of the Plan and of the Regulations by the ordinary general meeting.
- “Grant Date”: the date on which the Board of Directors approves the assignment of Options to the Beneficiaries.
- “Execution Date”: the date of receipt by the Company, or by any party empowered thereby, of the Share Request Form signed by a Beneficiary.
- “Working Days”: the weekdays between and including Monday to Friday, excluding Italian public holidays.
- “Good Leaver”: the following cases of termination of the Relationship:
  - dismissal for just cause;
  - dismissal for having exceeded the grace period;
  - dismissal for justified objective reason;
  - termination of appointment of a director.
- “Digital Bros Group”: the companies controlled by Digital Bros at the date of the Information Document.
- “Award Letter”: a letter that shall be delivered to each Beneficiary indicating, among other things, the number of Options granted, the Exercise Price and the Exercise Periods and the signature and delivery thereof to the Company shall constitute, for all purposes of the Regulation, full and unconditional acceptance thereby of the Plan.
- “Management”: a limited number of managers and members of staff of Digital Bros Group who shall be identified upon the implementation of the Plan from those of interest to the Group and who, at the assignment date, are employees of and/or in service with the Company and Digital Bros Group.
- “Option”: right conferred to Beneficiaries to subscribe to one Share for each Option received, in accordance with the Plan and the Regulations.
- “Exercise Period(s)”: the period(s) during which a Beneficiary may exercise an Option.
- “Plan”: the incentive plan entitled “2016–2026 Stock Option Plan” reserved for Beneficiaries, governed by the Regulations and the Award Letter.
- “Exercise Price”: the consideration that the Beneficiary shall pay to exercise the Options in order to subscribe to the Shares, as defined in paragraph 7 of the Regulations.
- “Relationship”: the employment relationship or the (so-called "organic") relationship as director that exists between the Beneficiaries and Digital Bros or any of its subsidiaries. In the event of a Beneficiary, who is simultaneously involved in an employment relationship and a relationship as director, for the purpose of the Regulations, account shall be taken of the employment relationship.
- “Regulations”: the regulations, the object of which is the definition of the criteria, the procedures and the terms for the implementation of the Plan.
- “Company” or “Digital Bros”: Digital Bros S.p.A., which has its registered office at Via Tortona 37, Milan.

## **1. RECIPIENTS**

### **1.1 Indication of names of the Beneficiaries who are members of the Board of Directors of the Company and of its direct or indirect subsidiaries.**

On the basis of guidance provided by the Remuneration Committee that was then approved by the Board of Directors on 10 November 2016, those who qualify as Beneficiaries of the Plan are the members of the Board of Directors that the Board shall identify as Plan recipients (“Director Beneficiaries”) subsequent to the approval of the Plan by the shareholders in general meeting.

It is also possible that the Board of Directors may designate members of administrative bodies of subsidiaries as Beneficiaries, on account of the roles performed thereby.

To date, no final decision has yet been made as to the names of recipients who are directors of the Issuer and its subsidiaries.

### **1.2 Categories of Beneficiaries who are employees or collaborators of the Company and of its parent companies or subsidiaries as identified in the Plan**

Based on the proposed Plan approved by the Board of Directors of Digital Bros on 10 November 2016, in addition to the Director Beneficiaries, the Plan is reserved for Management of the Company and Digital Bros Group.

The Beneficiaries classed as Management shall be identified by the Board of Directors of the Company subsequent to the approval of the Plan by the shareholders in general meeting on 11 January 2017.

### **1.3 Indication of names of Plan Beneficiaries**

#### *a) general managers of the issuer*

At the date of the Information Document, the Plan had not yet been approved by the shareholders in general meeting and, accordingly, it is not possible to provide the names of the Beneficiaries.

#### *b) other key managers of an issuer, which is not classed as "smaller" pursuant to article 3, paragraph 1 f) of Regulation 17221 of 12 March 2010, in the event that their total remuneration (obtained by summing the monetary remuneration and financial instruments-based remuneration) during the year exceeds the highest total remuneration awarded to members of the board of directors, or of the management board, and to general managers of the issuer of the financial instruments*

At the date of the Information Document, the Plan had not yet been approved by the shareholders in general meeting and, accordingly, it is not possible to provide an indication of the names of the Beneficiaries.

#### *c) individuals who control the issuer, who are either employees or who collaborate with the issuer*

At the date of the Information Document, the Plan had not yet been approved by the shareholders in general meeting and, accordingly, it is not possible to provide an indication of the names of the Beneficiaries.

### **1.4 Indication of number of Plan Beneficiaries by category**

At the date of the Information Document, the Plan had not yet been approved by the shareholders in general meeting and, accordingly, it is not possible to provide an indication of the number of all Beneficiaries.

The features of the Plan are equal for all Beneficiaries.

## **2. REASONS FOR THE ADOPTION OF THE PLAN**

### **2.1 Objectives intended to be achieved by assignment under the Plan**

It is believed that the assignment of stock options constitutes a key long-term motivation tool with the following, diverse repercussions, depending on the nature of the Beneficiaries.

a) as far as members of the Board of Directors are concerned, it is believed that the supplementation of the current fixed and variable component policy - as described in the annual report pursuant to Art. 123-ter of the Consolidated Finance Act and Art. 84-quater of the Listing Rules – with the assignment of stock options could constitute a further valid, effective tool to attract, retain and motivate persons with appropriate professional skills to successfully manage the Company.

Specifically, the assignment of Options has the aim of strengthening, as far as possible, the weighting and the nature of medium to long term objectives and could prove to be a decisive, effective tool, if, during the course of future years, executive directors were appointed from outwith the historical shareholding structure.

In fact, the elasticity of configuration of this tool as well as the requisites for its assignment and the circumstances for the exercise thereof act as a driver for the convergence of directors' interests with the primary aim of value creation for the shareholders over a medium to long term time frame.

b) as far as Management are concerned, the primary objective consists, within the context of a process of continuous development and growth of the Company and of Digital Bros Group, of the extension of share ownership to Management of the Company and of Digital Bros Group, enabling them to share the fruits of this development. However, the Plan is primarily aimed at motivating and enhancing the loyalty of those who constitute and represent, due to their professional and personal characteristics and their loyalty to the Company and/or Digital Bros Group, as well as their proven dedication to work, key persons for the achievement of the objectives of the entire Group.

Given the particular business segment of the Company and of Digital Bros Group and the advanced, peculiar skills needed by qualified personnel to contribute in a fruitful manner to the achievement of results, the Plan is also aimed at consolidating and preserving the collaborative relationship with the Company and the Group during the course of coming years in order to consolidate the technical and technological skills developed, thus providing the corporate structure with the internal stability needed to successfully overcome the difficulties of a market that is constantly, relentlessly and rapidly evolving from both a technological and competitive point of view.

#### **2.1.1 Additional information**

Digital Bros has decided to introduce a Stock Option Plan as an appropriate tool to align management's interests with those of the shareholders.

The beneficiaries of the Plan are a limited number of directors and managers of the Company and of Digital Bros Group, whose performance may significantly impact the share price.

The logic behind the Stock Option Plan is designed on the basis of best market practice in order to orientate the Beneficiaries towards medium to long term growth in the value of the business.

#### **2.2 Key variables, in the form of performance indicators or otherwise, considered when making Plan assignments**

The exercise of the Options is not subject to the achievement of performance objectives by the Beneficiaries. Accordingly, the only restriction is that ingrained in the type of incentive plan, which, due to its nature, demands an increase in the value of the shares.

### **2.2.1 Additional information**

Not applicable.

### **2.3 Factors underlying the determination of the amount of financial instruments-based remuneration or the criteria used for its determination**

The quantity of Options to be awarded at the Grant Date to each of the Beneficiaries: (i) shall be established by the Board of Directors based on a proposal submitted by the Remuneration Committee and having sought the opinion of the Board of Statutory Auditors, solely for the Options to be assigned to the Company's Director Beneficiaries, or (ii) shall otherwise be established by the Board of Directors based on a proposal submitted by the Chairman of the Board of Directors ("Chairman").

#### **2.3.1 Additional information**

In accordance with point 2.3 above, the number of Options to be assigned to each Beneficiary shall be established by also taking the following elements into account:

- impact on the business;
- strategic importance of the resource;
- criticality in terms of retention.

### **2.4 Underlying reasons for any decision to adopt compensation plans based on financial instruments not issued by the Issuer**

Not applicable.

### **2.5 Assessment of significant tax and accounting implications that influenced the definition of the Plan**

There were no significant tax and accounting implications that influenced the definition of the Plan.

### **2.6 Support, if any, for the Plan provided by the special fund for the encouragement of worker participation in companies, pursuant to article 4, paragraph 112, of Law 350 of 24 December 2003**

The Plan does not receive any support from the special fund for encouragement of worker participation in companies pursuant to law 350 of 24 December 2003.

## **3. APPROVAL PROCESS FOR AND TIMING OF THE ASSIGNMENT OF INSTRUMENTS**

### **3.1 Extent of powers and functions delegated by the shareholders in general meeting to the Company's Board of Directors**

On 11 January 2017 the shareholders in general meeting shall be called upon to approve the powers granted to the Board of Directors for the implementation of the "2016-2026 Stock Option Plan" to be exercised in accordance with the Plan Regulations and, specifically, by way of example and not exhaustive, with respect to:

- the number of Options to assign to each Beneficiary in accordance with the maximum number of Options;
- implementation of the Plan Regulations in accordance with the terms and conditions described therein;
- conferral to the Chairman of all powers, with the right to sub-delegate, to carry out the formalities arising from the adoption of the resolutions.

### **3.2 Persons appointed to administer the Plan**

Without prejudice to the responsibilities of the Board of Directors and of the Remuneration Committee with respect to the Company's Director Beneficiaries, the management of the Plan shall be entrusted to the Chairman with the support of the competent corporate functions.

### **3.3 Procedures for amendment of the Plan should the underlying objectives change**

Without prejudice to the responsibilities of the shareholders in general meeting for those cases provided for by applicable regulations, the Board of Directors shall be responsible for making amendments to the Plan.

### **3.4 Description of the procedure for determining the availability and assignment of the financial instruments underlying the Plan**

The Plan envisages the assignment free of charge to the Beneficiaries of Options valid for the subscription of one newly issued Share for each Option.

The total maximum number of Options to be assigned to the Beneficiaries has been set at 800,000.

On 11 January 2017, the Company's shareholders in extraordinary general meeting shall be called upon to approve the proposed cash capital increase in various tranches and with the disapplication of pre-emption rights pursuant to Art. 2441 paragraphs 5 and 6 of the Italian Civil Code, Art. 158 of the Consolidated Finance Act and Art. 6 of the Articles of Association to service the Plan up to a maximum nominal amount of Euro 320,000 via the issue, which may be in one or more lots, of a maximum number of 800,000 ordinary shares with a par value of Euro 0.4 each, with regular dividend rights, reserved for the Beneficiaries.

For further information concerning the Capital Increase to service the Plan, reference should be made to the report prepared by the Board of Directors pursuant to Art. 125-ter of the Consolidated Finance Act and Art. 72 of the Listing Rules in accordance with tables 2 and 3 included in appendix 3A thereto, which shall be lodged and made available to the general public at the Company's head office, on its website [www.digitalbros.com](http://www.digitalbros.com) (Investors section) as well as on the Info authorised storage mechanism [www.info.it](http://www.info.it), at least 21 days prior to the date planned for the general meeting (that is, 21 December 2016).

### **3.5 Role played by each Director in determining the Plan's features; any conflicts of interest involving the Directors concerned**

The Plan's features, which shall be submitted to the shareholders in general meeting, pursuant to and for the purposes of Art. 114-bis of the Consolidated Finance Act, have been jointly determined by the Board of Directors, which has given its approval for submission for approval by the shareholders of the Plan, which is based on a proposal submitted by the Remuneration Committee.

### **3.6 Date of the decision taken by the competent body to propose the approval of the Plan by the shareholders in general meeting and of the proposal by the Remuneration and Nomination Committee**

The Remuneration Committee laid down the logic behind the Plan and reported on its work to the Board of Directors during a meeting held on 10 November 2016.

On that occasion the Board of Directors approved the Plan Regulations. An ordinary general meeting will be held on 11 January 2017 to approve the Plan.

### **3.7 Date of the decision taken by the competent body regarding the assignment of instruments and of the proposal made to the aforementioned body by the Remuneration and Nomination Committee**

Subsequent to the general meeting to be held on 11 January 2017, in the event of approval of the Plan, the Board of Directors shall meet to take decisions concerning the implementation of the Plan, in accordance with the Regulations and applicable rules.

### **3.8 Market price recorded on the above dates of the financial instruments underlying the Plan, if traded on regulated markets**

The reference price of the Shares recorded on the Mercato Telematico Azionario, the electronic equities market organised and run by Borsa Italiana S.p.A., on 10 November 2016 was Euro 11.33. The average reference price for the previous six months recorded on the Grant Date of the Options to the Beneficiaries shall be announced pursuant to Art. 84-bis, paragraph 5 a) of the Listing Rules.

### **3.9 Deadlines and procedures considered by the Issuer, when establishing the timing of the assignment of instruments under the Plan, for dealing with possible coincidences in the timing of: (i) the assignments or any related decisions taken by the Remuneration and Nomination Committee; and (ii) the communication of significant information pursuant to Art. 114, paragraph 1 of the Consolidated Finance Act**

Decisions concerning the assignment of Options shall be taken by the Board of Directors during the course of one or more Board meetings upon approval of the Plan by the shareholders in general meeting, based on a proposal submitted by the Remuneration Committee, having sought the opinion of the Board of Statutory Auditors, solely for the Options to be assigned to the Company's Director Beneficiaries.

The Options, however, will not be exercisable immediately and are not subject to specific performance related conditions. Accordingly, the Company does not see any need to introduce a specific monitoring procedure concerning the above situations.

Furthermore, the Board of Directors may establish periods during which the exercise of the Options is blocked for all Beneficiaries.

## **4. FEATURES OF THE ASSIGNED INSTRUMENTS**

### **4.1 Description of the manner in which the Plan is structured**

The Plan provides for the assignment free of charge to the Beneficiaries of one Option to subscribe for one Share.

### **4.2 Indication of the period of implementation of the Plan with reference to any different cycles envisaged**

The Plan is envisaged to last for 10 years.

Except for situations and specific cases governed by the Regulations, at the end of each vesting period, the Options may be exercised by the Beneficiaries in whole or in part:

- as from 1 July 2020 for a maximum number equating to 30% of the total Options assigned to each Beneficiary;
- as from 1 July 2022 for a maximum number equating to 30% of the total Options assigned to each Beneficiary;
- as from 1 July 2025 for a maximum number equating to 40% of the total Options assigned to each Beneficiary.

### **4.3 Termination of the Plan**

In any event, the Plan shall terminate on 30 June 2026.

### **4.4 Maximum number of financial instruments assigned, including in the form of options, in each fiscal year to the named persons or to the categories indicated**

The maximum number of Options allocable to the Plan Beneficiaries equates to 800,000.



#### **4.5 Methods and clauses for implementation of the Plan, specifying if the assignment of instruments depends on the fulfilment of certain conditions or the achievement of certain results or levels of performance**

The Options will become exercisable at the end of each vesting period for the percentages provided for herein, as specified at point 4.2, without being subjected to performance related conditions.

#### **4.6 Indication of any restrictions on the availability of the Options or the Shares deriving from the exercise thereof**

The Plan provides for the assignment free of charge of Options to the Beneficiaries. The Options assigned to the Beneficiaries shall be personal and may not be transferred inter vivos for any reason, nor may they be offered as collateral or be the object of other acts of disposition, whether free of charge or against payment, by operation of law or otherwise.

The exercise of the Options and the consequent subscription of the shares shall be subject to payment of the consideration provided for at point 4.19.

Without prejudice to that indicated below for Director Beneficiaries, the Shares issued to a Beneficiary upon the exercise of the Options shall be freely available and, thus, freely transferable by the latter.

It is envisaged that only Director Beneficiaries shall be obliged to continuously hold, until the end of their mandate with respect to each vesting period, a number of shares equating to at least 20% of the Shares subscribed upon the exercise of their Options.

#### **4.7 Description of any resolutive conditions in relation to Plan assignments in the event that the recipients enter into hedging transactions to neutralise any restrictions on the sale of the Options, or of the Shares deriving from the exercise thereof**

Not applicable.

#### **4.8 Description of the impact triggered by termination of the employment relationship**

In principle, a Beneficiary's right to exercise the Options is linked to the continuation of the Relationship with the Company and Digital Bros Group.

Without prejudice to the provisions covering death and/or permanent disability that does not permit the continuation of the Beneficiary's Relationship:

- in the event of termination of the Relationship for those cases that qualify as Bad Leaver, the Beneficiary shall definitively and automatically lose the right to exercise all the Options assigned and not yet exercised;
- in the event of termination of the Relationship for those cases that qualify as Good Leaver, the Beneficiary shall retain the right to exercise the Options already vested (which may be exercised on the same terms and with the same procedures as indicated at points 4.2 and 4.19), whereas the Options not yet vested shall be definitively forfeited as of the effective date of termination of the Relationship. In the event of termination of the Relationship, the Board of Directors may permit the Beneficiary to exercise all or part of the Options assigned as a departure from the terms provided for by the Regulations, by establishing a specific deadline, which, in any event, shall not be less than thirty days, or shall assign to other Beneficiaries the Options that have become available following the termination of the Relationship of one or more Beneficiaries.

In the event of death and/or permanent disability that does not permit the continuation of the Beneficiary's Relationship, the Options assigned to the Beneficiary, whether exercisable or not yet exercisable at the date of the occurrence (death and/or permanent disability that does not permit the continuation of the Relationship) may be exercised fully and immediately:

- in the event of death, by the heirs and, in any case, within the Exercise Period, upon the submission by the interested parties of appropriate documentation proving, in accordance with the law, their entitlement as heirs;

- in the event of permanent disability that does not permit the continuation of the Relationship, by the Beneficiary and, in any case, within the Exercise Period.

#### **4.9 Indication of any other grounds for termination of the Plan**

Not applicable.

#### **4.10 Grounds for any envisaged “redemption” by the company of the financial instruments underlying the Plan in accordance with articles 2357 et seq. of the Italian Civil Code**

The Plan does not envisage any right of redemption exercisable by the Company.

#### **4.11 Any loans or other assistance provided for the purchase of Shares pursuant to Art. 2358, paragraph 3 of the Italian Civil Code**

The Regulations do not provide for any loans or other assistance for the purchase of Shares pursuant to article 2358, paragraph 3, of the Civil Code.

#### **4.12 Assessment of the cost envisaged by the Company on the assignment date, determined with reference to the terms and conditions already established, both in total and for each Plan instrument**

At the date of the Information Document, it is not possible to indicate the exact amount of the envisaged cost of the Plan to be incurred by the Issuer.

In accordance with IFRS 2 (*Share-based payments*), the Company shall recognise the fair value of the Options assigned on an accrual basis over the vesting period.

#### **4.13 Indication of any capital dilution triggered by the Plan**

The full subscription of the Capital Increase to service the Plan following the exercise of all the Options and assuming that there will be no further capital increases, would trigger a maximum capital dilution for the shareholders of 5.67% compared to the total current share capital.

#### **4.14. Any limits on the exercise of voting rights and the allocation of dividend rights**

No limit is envisaged on the exercise of voting rights and on the allocation of dividend rights pertaining to the Shares arising from the exercise of the Options.

#### **4.15. If the shares are not traded in regulated markets, provide all useful information for a proper assessment of the value attributable to them**

Not applicable.

#### **4.16. Number of financial instruments underlying each Option**

Each Option shall grant the right to subscribe for one newly issued Share upon payment of the Exercise Price, in accordance with the terms and conditions of the Plan Regulations.

#### **4.17. Maturity of the options**

Reference should be made to points 4.2, 4.3 and 4.8 above.

#### **4.18 Means, timing and clauses for the exercise of the Options**

Reference should be made to points 4.2, 4.5 and 4.8 above.

#### **4.19. Exercise price of the Options or method and criteria for the determination thereof, with particular reference to: a) the formula for calculating the exercise price in relation to a given market price; and b) the method for determining the market price referred to when determining the exercise price**

Each of the Options, in accordance with the conditions provided for by the Regulations, shall assign to the Beneficiary the right to subscribe for one Share at the Exercise Price calculated as the average reference price of the Shares recorded on the STAR segment of the MTA market in the six months prior to the Grant Date, it being understood that the Exercise Price shall not be lower than € 6.64, equating to the reference price on 1 July 2016, the date on which the Stock Option Plan became effective.

The criterion adopted makes it possible to use as a reference a sufficiently long period in order to exclude the impact on the share price of volatile factors that could affect financial markets, thus reflecting the value that the market attributes to the Company's shares and which also corresponds to current market practice concerning the criterion adopted to establish the subscription price for the newly issued shares under the share incentive plan.

**4.20. If the exercise price does not equal the market price determined as indicated in point 4.19 b) (fair market value), explain the reason for the difference**

Not applicable

**4.21. Criteria whereby different exercise prices are envisaged for different recipients or categories of recipient**

Not applicable

**4.22. If the financial instruments underlying the Options are not traded in regulated markets, indicate the value attributable to the underlying financial instruments or the criteria for the determination of that value**

Not applicable.

**4.23. Criteria for the adjustments made necessary as a result of special capital transactions and other operations that change the number of underlying instruments**

In the event of specific situations, which could lead to changes in the shareholding structure or in the corporate structure, the Board of Directors shall take steps to adjust one or both of the following elements for the Options that have not yet been exercised: the relationship between the number of Options and the underlying Shares (or the underlying Shares of other companies in the event of mergers and demergers) and/or the Exercise Price, as long as the foregoing does not create a general prejudice against the category of Beneficiaries under current tax regulations.

By way of example, without being an exhaustive list, the above adjustments may be made upon the occurrence of:

- grouping and splitting of the Shares
- bonus increase in share capital of Digital Bros;
- cash capital increase pertaining to Digital Bros with an issue of Shares;
- merger and/or demerger of the Company (excluding any unquestionable decision by the Board of Directors to be party to intra-group mergers or demergers);
- extraordinary dividends distributed to the Shares out of Digital Bros' reserves;
- reduction of Digital Bros' share capital.

Any fractional numbers shall be rounded down to the nearest whole number.

In the event of a Change of Control, the Beneficiary shall have the right to exercise all the Options assigned without having to wait for the Exercise Periods subsequent to the date on which the Change of Control takes place, without prejudice to the Board of Directors' right to apply more favourable conditions to the Beneficiaries than those indicated in the Regulations. The Board of Directors shall establish the deadline by which it shall be possible to exercise the Options. In any event, the deadline set may not be less than thirty days. The Board of Directors does not have the powers to terminate the Plan.

It is the duty of the Board of Directors, in relation to each of the above events, to define the adjustment criteria that shall be communicated in writing to the Beneficiaries.

#### **4.23bis Other information**

The Plan provides for, in article 6.11 of the Regulations, a claw back clause whereby the Company reserves the right to unilaterally revoke the Options and/or seek the return, in whole or in part, of the Shares purchased by the Beneficiary after having exercised the Options granted, subject to the reimbursement of the amount already paid by the Beneficiary on the exercise of the Options, for those cases whereby, within three years from the maturity date of the Options granted, it is ascertained that the value of the shares had been affected by the occurrence of the following events triggered by the Beneficiary: (i) fraudulent conduct or gross negligence to the detriment of the Company and/or Digital Bros Group; (ii) conduct contrary to provisions of the law and/or corporate policy; (iii) breach of duty of loyalty and good management; (iv) conduct leading to a significant capital or financial loss for the Company and/or Digital Bros Group.

If the Shares have already been sold, the Company shall reserve the right to seek repayment of the capital gain arising from the sale of the Shares, which may be by means of offset against remuneration and/or any severance indemnity due.

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#### **4.24 Issuers of shares shall attach Table 1 to this Information Document**

Information on the implementation of the Plan and of the figures required by the summary table indicated in article 4.24 of Appendix 3A to the Listing Rules shall be provided in accordance with the time frame and manner envisaged by the Regulations and by applicable rules.