

Key information relating to shareholder agreements pursuant to art. 122 of Legislative Decree no. 58 of 24 February 1998 (the “TUF” - Consolidated Law on Finance) and art. 130 of the Regulation adopted by means of CONSOB resolution no. 11971 of 14 May 1999 as subsequently amended and supplemented (the “Issuers’ Regulation”).

ESPRINET S.p.A.

Pursuant to art. 122 of the Consolidated Law on Finance and art. 130 of the Issuers’ Regulation, it is hereby communicated that, on 6 July 2020, a shareholders agreement (the “**Agreement**”) was stipulated between Axopa S.r.l., with registered office in Milano, via Principe Amedeo no. 13, tax code and registration number in the Register of Companies of Milan-Monza Brianza-Lodi 11221770966 (“**Axopa**”), and Mr. Francesco Monti, born in Bovisio Masciago, on 1 April 1946, tax code MNTFNC46D01B105E, resident in Bovisio Masciago, via Col di Lana no.7 (“**Monti**” and, jointly with Axopa, the “**Participating Parties**” or “**Parties**”) regarding the ordinary shares (the “**Shares**”) of Esprinet S.p.A.. The Agreement takes effect from 6 July 2020 and its duration is based on the provisions of paragraph 8 below (Duration of the Agreement).

1. Company whose financial instruments form the object of the Agreement

The Agreement involves the ordinary shares (the “**Shares**”) of Esprinet S.p.A., with registered office in Vimercate (MB), via Energy Park 20, tax code and registration number in the Register of Companies of Milan-Monza Brianza-Lodi 05091320159 (“**Esprinet**” or the “**Company**”).

2. Type of agreement

The shareholders’ agreements contained in the Agreement are relevant in accordance with art. 122, paragraphs 1 and 5, letter a) of the Consolidated Law on Finance.

3. Participating parties and Shares transferred in the Agreement

3.1. A total of 12,850,975 ordinary shares of Esprinet form the object of the Agreement, representing a total of 25.23% of shares making up the entire share capital.

3.2 The Participating Parties of the Agreement are listed in the following table, which shows the number of Shares transferred by Each Participating Party:

Participating Party	Shares Transferred	% of share capital divided into 50,934,123 ordinary shares	% of total shares forming the object of the Agreement
Francesco Monti ¹	8,232,070	16.16%	64.06%
Axopa S.r.l.	4,618,905	9.07%	35.94%
Total	12,850,975	25.23%	100%

4. Entity that can, through the Agreement, exercise control over the company

There are no Parties Participating in the Agreement that can, on an individual basis, directly and/or through the Agreement, exercise control over the Company pursuant to the relevant primary and

¹ Owner of usufruct in relation to all shares forming the object of the Agreement.

secondary legislation and, more precisely, pursuant to art. 93 of the Consolidated Law on Finance.

5. Content of the Agreement

The Participating Parties have established, under the Agreement (i) a voting syndicate ("**Voting Syndicate**") for the appointment of members who make up the corporate bodies of the Company for the entire duration of the Agreement, in respect of the current legislation and the statutory regulations of the Company (as better specified in the next paragraph 6), (ii) a commitment to prior consultation, also through the Agreement Secretary (as defined below), before each ordinary and/or extraordinary shareholders' meeting is held, in order to verify the possibility of harmonising the expression of the voting right at the shareholders' meeting ("**Prior Consultation**") and (iii) a disclosure obligation, also through the Agreement Secretary (as defined below), in the event of the partial or complete transfer, in any capacity, of Shares to third parties ("**Disclosure Obligation**").

6. Voting Syndicate

6.1 Board of Directors

For the entire duration of the Agreement, the Parties undertake to exercise their respective corporate rights deriving from the Shares transferred in the Agreement so that they can jointly present, and vote, on a single list for the renewal of Esprinet's Board of Directors, which contains the following names:

- (i) Maurizio Rota;
- (ii) Marco Monti;
- (iii) Alessandro Cattani.

For the entire duration of the Agreement, the Parties undertake, within the limits permitted by law, to do everything in their power to ensure that the following are appointed: (i) Maurizio Rota as Non-executive Chairman of the Board of Directors; (ii) Marco Monti as the Vice Chairman of the Board of Directors and (iii) Alessandro Cattani as Chief Executive Officer.

In order to complete the list for the renewal of the Board of Directors, the Parties undertake to identify additional candidates - in observance of the legal and regulatory provisions and the Code of Corporate Governance in force from time to time - within 5 days prior to the deadline for the presentation of lists required by Esprinet's articles of association.

If, for the entire duration of the Agreement, one or more members of the Board of Directors needs to be replaced, the Parties undertake to consult one another in order to jointly identify and vote for a replacement candidate at the shareholders' meeting.

6.2 Board of Statutory Auditors

For the entire duration of the Agreement, the Parties undertake to exercise their respective corporate rights deriving from the Shares transferred in this Agreement so that they can jointly present, and vote, on a single list for the renewal of Esprinet's Board of Statutory Auditors, composed as follows:

- (i) 1 standing member, who will hold the role of Chairman, based on mutual appointment by Monti and Axopa;
- (ii) 1 standing member and 1 alternate member appointed by Monti;
- (iii) 1 standing member and 1 alternate member appointed by Axopa.

If, for the entire duration of the Agreement, one or more members of the Board of Statutory Auditors needs to be replaced, the Parties undertake to jointly propose and vote for the replacement candidate at the shareholders' meeting, indicated on the proposal of the Participating

Party who had appointed the outgoing statutory auditor.

7. Agreement Secretary

For the entire duration of the Agreement, the Parties mutually agree to the appointment of the Agreement secretary ("**Agreement Secretary**"), to whom the following tasks are assigned:

- (i) sending communications as part of the Disclosure Obligation;
- (ii) compilation and formalities for the presentation of lists;
- (iii) consulting with the Parties as part of the Prior Consultation.

8. Duration of the Agreement

The Agreement shall remain in force for a period of 3 years from the date of stipulation (i.e. 6 July 2020), i.e. until 5 July 2023. In the event of succession *mortis causa* in relation to each of the original Parties of the Agreement, the entitled parties shall automatically be tied to the Agreement.

9. Future Purchases

Each Party undertakes not to carry out, directly or indirectly, further purchases of Shares, as such to give rise to the obligation of a take-over bid by the Participating Parties.

10. Filing

The Agreement was filed on 8 July 2020 at the Office of the Register of Companies of Milan-Monza Brianza-Lodi under registration number PRA/253244/2020/CMBAUTO.
