

**Key information about shareholders' agreements communicated to Consob pursuant to article 122 of Decree 58 dated 24th February 1998**

**AEFFE S.P.A.**

**1. Introduction**

On 18th July 2024, the quotaholders' meeting approved the non-proportional complete split of Fratelli Ferretti Holding S.r.l. (**FFH**) - held 50% each by Alberta Ferretti and Massimo Ferretti - in favor of Colloportus S.r.l., company wholly owned by Alberta Ferretti (**Colloportus**), and FQuattro S.r.l., company wholly owned by Massimo Ferretti (**FQuattro**) (Colloportus and FQuattro, the **Beneficiaries** or the **Vehicles**).

The above split operation (the **Split**) will take effect from the date on which the Split deed is registered by the competent Companies Register.

As a consequence of the Split, all 66,347,690 ordinary shares in Aeffe S.p.A. (the **Company** or **Aeffe**), representing 61.797% of its voting capital, held by FFH will be transferred to the Beneficiaries on the basis of 50% each so that, when the Split takes effect, Alberta Ferretti and Massimo Ferretti will each own, directly, the entire equity interest in one of the Beneficiaries and, indirectly, an equity interest representing 30.899% of Aeffe's share capital.

In the context of the Split, on 18th July 2024 (the **Signature Date**) Alberta Ferretti and Massimo Ferretti (each a **Party** and, together, the **Parties**) signed a shareholders' agreement (the **Shareholders' Agreement**) concerning the governance of the Company and the transfer of Aeffe shares, in order to ensure the stability of its ownership and operations without any interruption with respect to their pre-existing relations, on the terms and conditions set out in Section 6 below.

**2. Type of agreement**

The shareholders' agreements contained in the Shareholders' Agreement satisfy the definition of significant shareholders' agreements pursuant to article 122, paragraph 1 and paragraph 5, letters a) and b), of Decree 58 dated 24th February 1998 (the **TUF**).

**3. Company whose financial instruments are the subject of the shareholders' agreements**

The shareholders' agreements contained in the Shareholders' Agreement relate to 66,347,690 ordinary shares in Aeffe, representing 61.797% of the Company's share capital, as identified in more detail below.

Aeffe is a company with liability limited by shares (S.p.A.) with registered office at Via delle Querce 51, San Giovanni in Marignano (RN), Tax Code and VAT no. 01928480407, Business Register (REA) no. RN-227228, whose shares are listed in the STAR segment of the Euronext Milan market organized and managed by Borsa Italiana S.p.A., having a fully-paid share capital of Euro 26,840,626.00 represented by 107,362,504 ordinary shares with a nominal value of Euro 0.25 each (the **Aeffe Shares**).

**4. Signatories of the Shareholders' Agreement and financial instruments held by them**

The Shareholders' Agreement has been signed by:

1. Alberta Ferretti, born in Gradara (PU) on 2nd May 1950, Tax Code FRRLRT50E42E122O (**AF**); and
2. Massimo Ferretti, born in Cattolica (RN) on 6th April 1956, Tax Code FRRMSM56D06C357Q (**MF**).

The Parties confer on the Shareholders' Agreement all the Aeffe Shares held by them via the Beneficiaries (the **Syndicated Shares**), as indicated in the following table:

<b>Parties</b>	<b>No. of Aeffe Shares held (*)</b>	<b>No. of Aeffe Shares Syndicated (*)</b>	<b>% of total Syndicated Shares</b>	<b>% of total Aeffe Shares</b>
<b>AF</b>	33,173,845	33,173,845	50	30.899

<b>MF</b>	33,173,845	33,173,845	50	30.899
<b>TOTAL</b>	66,347,690	66,347,690	<b>100</b>	<b>61.797</b>

(\*) Number of shares conferred with respect to the total share capital of Aeffe on the Signature Date, being 107,362,504 ordinary shares.

Via the Beneficiaries, the Parties jointly exercise indirect control over Aeffe pursuant to article 93 TUF and article 2359, paragraph 1, points 1 and 2, of the Italian Civil Code.

## **5. Shareholders' agreements contained in the Shareholders' Agreement**

Pursuant to the Shareholders' Agreement, the Parties agree to:

- (i) consult each other - and arrange to ensure that their respective Vehicles consult each other - before exercising the rights and meeting the obligations associated with their respective equity interests in the Vehicles and the Aeffe Shares and, in particular, to discuss and agree the voting guidance to be expressed in a united manner, via their respective Vehicles, at the shareholders' meetings of Aeffe. This expressly includes the definition and presentation of a single list of candidates for the appointment of the Board of Directors and the Board of Statutory Auditors of the Company;
- (ii) vote, via their respective Vehicles, at the shareholders' meetings of Aeffe in a united manner, consistent with that agreed at the consultative stage or, in the absence of agreement, vote in a united manner against the approval of any proposed resolutions for which they have not expressed uniform and united voting guidance;
- (iii) ensure that each of their respective Vehicles does not transfer, in whole or in part, its Aeffe Shares to third parties (other than companies or other entities that are directly or indirectly controlled by the Parties pursuant to article 2359, paragraph 1.1, of the Italian Civil Code, **Related Parties**), without prior written consent from the other Party. Additionally, transfers to third parties other than Related Parties are subject to the pre-emption right recognized to each Party.

## **6. Duration of the Shareholders' Agreement and the shareholders' agreements contained therein**

The Shareholders' Agreement took effect on the Signature Date and binds the Parties for a period of 3 years from that date, without prejudice to the understanding between the Parties that it will be renewed for further periods of 3 years, unless either of the Parties has expressed to the other the wish not to extend the Shareholders' Agreement in a written communication giving at least 90 days' notice prior to the original expiry date, or to each subsequent expiry date.

As an exception to the above, the Parties have agreed that the Shareholders' Agreement will cease to be effective should the Parties together cease to hold, directly and indirectly, the majority of the voting rights at the ordinary shareholders' meetings of Aeffe, inclusive of any equity interests transferred to one or more Related Parties.

## **7. Filing with the Companies Register**

The Shareholders' Agreement was filed today with the Rimini Companies Register.

The extract prepared pursuant and consequent to article 129 of Consob Regulation 11971/1999 was published today in Italia Oggi, a daily newspaper.

## **8. Website on which information about the shareholders' agreements contained in the Shareholders' Agreement is published**

Key information about the Shareholders' Agreement is published, pursuant to article 130 of Consob Regulation 11971/1999, on the website of the Company at the address <https://aeffe.com>

19th July 2024