



EUROTECH

Imagine. Build. Succeed.

2021-2023 PERFORMANCE SHARE PLAN

INFORMATION DOCUMENT

(pursuant to Article 114-bis of Legislative Decree no. 58/1998 and Article 84-bis, paragraph 1, of the regulation adopted by Consob with Resolution no. 11971 of 14 May 1999, as subsequently amended and supplemented)

ORDINARY SHAREHOLDERS' MEETING

by

EUROTECH S.P.A.

Amaro (UD), 12 May 2021

*This document has been translated into English for the convenience of readers outside Italy.
The original Italian document should be considered the authoritative version.*

DEFINITIONS

The following terms shall have the meanings hereinafter respectively ascribed to them.

Chief Executive Officer	Eurotech's CEO.
Assembly	Eurotech's shareholders' meeting.
Actions	Eurotech's ordinary shares, no par value.
Target Actions	The number of Shares that may be vested by the Grantees at the end of the <i>Vesting Period</i> , based on the level of achievement of the <i>Performance Goals</i> , as notified by the Company at the beginning of the <i>Vesting Period</i> .
Matured Shares	The actual number of Shares that will be awarded free of charge to Beneficiaries at the end of the <i>Vesting Period</i> , based on the number of <i>Target Shares</i> awarded at the beginning of the <i>Vesting Period</i> and the level of achievement of the <i>Performance Objectives</i> , subject to the terms and conditions set forth in the Plan and the Rules.
Beneficiaries	The beneficiaries of the Plan to whom Vested Shares will be awarded free of charge at the end of the <i>Vesting Period</i> , as identified pursuant to the Plan and the Rules.
CAGR	The average <i>compound annual growth rate</i> .
Corporate Governance Code	The <i>corporate governance</i> code for listed companies issued by the <i>corporate governance</i> committee.
Board of Auditors	Eurotech's Board of Statutory Auditors.
Committee	Eurotech's Nominating and Compensation Committee established within the Board of Directors.
Board of Directors or BoD	Eurotech's Board of Directors.

Date of Attribution	The date of the resolution by which the Board of Directors executes the Plan annually, including determining the <i>Target Shares</i> that may be vested by the President and Chief Executive Officer.
Executives with Strategic Responsibilities	Pursuant to Article 65, paragraph 1-quater of the Issuers' Regulations, the persons who have the power and responsibility, directly or indirectly, for the planning, management and control of Eurotech's activities, as identified from time to time by the Board of Directors.
Information Document	This information document on the Plan, drawn up pursuant to Articles 114-bis of the Consolidated Law on Finance and 84-bis of the Regulation on Issuers.
Eurotech or Company	Eurotech S.p.A., with registered office in Amaro (UD), via Fratelli Solari no. 3/A.
Group	Eurotech and its subsidiaries pursuant to art. 93 of the Consolidated Law on Finance.
Performance Objectives	The <i>performance</i> objectives on the achievement of which the actual assignment of Shares to Beneficiaries is dependent. Overall, the Plan includes the following <i>performance</i> objectives: <ul style="list-style-type: none"> (i) up to two objectives linked to Eurotech's medium/long-term economic/financial <i>performance</i>; and (ii) an objective linked to the performance of the market price of the Shares in the medium to long term (<i>Total Shareholder Return</i>).
Lock Up Period	The two-year period, commencing on the first day following the end of each <i>Vesting Period</i> , during which a portion of the Matured Shares, may not be sold and/or transferred for any reason by the Grantee.

Vesting Period	The three-year period between each Grant Date and the time of vesting of the right to the free grant of the Matured Shares.
Performance Share Plan or Plan	The long-term incentive plan for the period 2021 - 2023 based on the free grant of Shares at the end of the relevant <i>Vesting Period</i> , based on the level of achievement of the <i>Performance Targets</i> , as explained in the Disclosure Document.
President	Eurotech's Chairman of the Board.
Report	The employment and/or administration and/or collaboration relationship existing between the Beneficiaries and the Company or one of the companies of the Group.
Regulation	The Plan's implementing regulations, adopted by the Board upon recommendation of the Committee, which will govern the terms and conditions of each cycle of the Plan.
Issuers' Regulation	The regulations adopted by CONSOB Resolution no. 11971 of 14 May 1999, as subsequently amended and supplemented.
Strategic Resources	<i>Managers</i> of Eurotech and Group Companies identified during the annual implementation of the Plan from among those who occupy the positions most directly responsible for company results or who are of strategic interest and who, as of the Grant Date, are employees or associates of Eurotech or Group Companies, including, without limitation, Eurotech's Executives with Strategic Responsibilities and directors of Eurotech's subsidiaries.
Total Shareholder Return or TSR	The <i>market-based</i> indicator that measures the total return on investment in the Shares over a relevant time period, taking into account the change in the price of the Shares and the dividends distributed by the Company.

TUF	Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented, containing the "Consolidated Law on Financial Intermediation".
------------	---

PREFACE

This Information Document has been prepared by Eurotech, pursuant to Article 84-bis of the Issuers' Regulations (schedule no. 7, Annex 3A), to provide the Company's shareholders and the market with information on the proposed adoption of the 2021-2023 *Performance Share Plan*, which was approved by Eurotech's Board of Directors on May 11, 2021, after the Committee's proposal, and which will be submitted to the Ordinary Shareholders' Meeting called for June 11, 2021.

The Plan consists of the assignment of free Eurotech Shares to the Beneficiaries, based on the level of achievement of the *Performance Targets*.

The Plan applies to Eurotech and other Group companies, and is to be considered "*of particular relevance*" within the meaning of article 114-bis, paragraph 3 of the TUF, as it is also addressed to the persons referred to in article 84-bis, paragraph 2, of the Issuers' Regulations, and in particular to the President, the CEO, the *managers of Eurotech* and the Group companies falling within the scope of "Strategic Resources", identified from among those who occupy the positions most directly responsible for company results or who are of strategic interest and who are employees or associates of Eurotech or Group Companies, including Eurotech's Executives with Strategic Responsibilities and the directors of Eurotech's subsidiaries.

This Information Document is made available to the public at Eurotech's registered office in Amaro (Udine), via Fratelli Solari no. 3/A, on the Company's *website* <https://www.eurotech.com> ([investor section](#)) as well as by the means indicated in art. 84-bis of the Issuers' Regulations.

1. PLAN RECIPIENTS.

1.1 Indication of the names of the addressees who are members of the Board of Directors or of the Management Board of the issuer of financial instruments, of the issuer's parent companies and of the companies directly or indirectly controlled by the issuer.

Plan Beneficiaries include the following members of the board of directors of the Company or Group Companies:

- the President of Eurotech's Board of Directors, Mr. Patrizio Mapelli;
- Eurotech's CEO, Mr. Paul Chawla;
- the President of the Board of Directors of the subsidiary Advanet Inc. Mr. Ludovico Ciferri;
- the financial director and director of the subsidiaries Eurotech Inc., E-Tech USA Inc., Eurotech Ltd., Eurotech France Sas, Advanet Inc., IPS Sistemi Programmabili S.r.l., Aurora S.r.l. and Ethlab S.r.l., Mr. Sandro Barazza.

If among the Beneficiaries are subsequently identified persons for whom identification by name is required, pursuant to current regulatory provisions, also in relation to the position of director held in other Group companies, Eurotech shall provide the market with the relevant information, on the occasion of the communications provided for by art. 84-bis, paragraph 5, of the Issuers' Regulations. Among other things, it is envisaged to include among the recipients of the Plan, the future CEO of the US subsidiary Eurotech Inc.

1.2 Categories of employees or collaborators of the issuer of financial instruments and of the parent companies or subsidiaries of that issuer.

Managers of Eurotech and Group companies who will be identified, as part of the Strategic Resources, by the Chief Executive Officer (with the exception of Executives with Strategic Responsibilities, who will be identified by the Board of Directors, at the proposal of the Committee) during the annual implementation of the Plan. The basic eligibility criterion in

order to be identified as a Beneficiary of the Plan is to be the holder of roles with an appreciable impact on the achievement of medium-long term *business* results, also in relation to the *performance* achieved and the skills possessed (at present, about 30 *managers*).

1.3 Name the plan beneficiaries belonging to the following groups.

a) general managers of the issuer of financial instruments;

Not applicable, as of the date of this Information Document, the Company has not appointed a general manager.

b) other key management personnel of the issuer of financial instruments that is not a "minor" company, pursuant to art. 3, paragraph 1, letter f) of Regulation no. 17221 of 12 March 2010, in case they have received, during the year, higher overall remuneration (obtained by summing up monetary remuneration and remuneration based on financial instruments) than the highest overall remuneration among those attributed to the members of the Board of Directors, or the Management Board and the general managers of the issuer of financial instruments;

Not applicable, since the Company is a "smaller" issuer, pursuant to art. 3, paragraph 1, letter f) of CONSOB Regulation no. 17221 of 12 March 2010 concerning transactions with related parties, as subsequently amended.

c) natural persons controlling the share issuer, who are employees or who work in collaboration with the share issuer.

Not applicable, as there are no individuals controlling Eurotech.

1.4 Description and numerical indication, separated by category:

a) of the Managers with strategic responsibilities other than those indicated in letter b) of paragraph 1.3;

Without prejudice to the fact that the BoD identifies, from time to time and according to the evolution of the concrete circumstances, Eurotech's Executives with Strategic Responsibilities pursuant to CONSOB Regulation no. 17221 of March 12, 2010 on transactions with related parties, and furthermore that, as more fully indicated in paragraph 1.2 above, the BoD may, at its sole discretion, identify the actual Beneficiaries of the Plan within this category, the Executives with Strategic Responsibilities are currently 5 (five).

b) in the case of "smaller" companies, pursuant to art. 3, paragraph 1, letter f) of Regulation no. 17221 of 12 March 2010, the aggregate indication of all managers with strategic responsibilities of the issuer of financial instruments;

Please refer to paragraph 1.4(a) above.

c) any other categories of employees or collaborators for whom different characteristics of the Plan have been envisaged.

Not applicable.

2. REASONS FOR ADOPTING THE PLAN.

2.1 e 2.1.1 Objectives intended to be achieved through the award of the Plan.

The Plan is aimed at providing incentives and building the loyalty, also in the medium-long term, of individuals who hold key positions and are therefore more involved in the process of creating value for the Company and the Group.

In particular, the Plan is aimed at benefiting the persons who play a decisive role in the achievement of the company's results, in order to strengthen their participation in the process of

value creation and in the business risk, also acting as a tool for the so-called *retention* and also allowing the alignment of the interests of the Beneficiaries with those of the shareholders, with a view to a concrete pursuit of the sustainable success of the Company.

The Plan provides for a three-year *Vesting* Period, in line with the best market practices. Each cycle of the Plan, taking into account the *Lock Up* Period - an element of further alignment between the interests of shareholders and *management*, as well as between *management* remuneration and business risk profile - has a total duration of five years, also in compliance with the provisions of the *Corporate Governance* Code.

The timeframe described is the most suitable for pursuing the incentive and loyalty objectives pursued by the Plan.

2.2 and 2.2.1 Key variables, including in the form of performance indicators, considered in the allocation of equity-based plans.

The incentive levels provided for in the *Performance Share* Plan will be defined in relation to the position held and the fixed remuneration of the Beneficiaries, consistent with the remuneration policy adopted by Eurotech, which provides, inter alia, for a *management* remuneration structure that is appropriately balanced between (i) a fixed component, consistent with the position and commitment required and in any case such as to be sufficient to remunerate performance in the event that the variable component is not paid due to failure to achieve the objectives assigned, and (ii) a variable component defined within maximum limits and aimed at linking remuneration to specific *performance objectives*, both of which take into account the strategic objectives and related business risks assumed by the Company.

The assignment of Shares to Beneficiaries is closely linked to the achievement of the *Performance* Objectives, and in particular of:

- (i) up to two *business-based* objectives, linked to Eurotech's economic and financial *performance* in the medium/long term; and
- (ii) a *market-based* objective (*Total Shareholder Return*), linked to the performance of the market price of the Shares in the medium to long term.

For further details regarding the *Performance Objectives*, please refer to paragraph 4.5 below.

2.3 e 2.3.1 *Elements underlying the determination of the amount of equity-based compensation, i.e., the criteria for its determination.*

The number of *Target Shares* allocated to each Beneficiary within each cycle is linked to the level of responsibility inherent in the role held by the Beneficiary in the Company or in the companies of the Group, as well as his or her relevance within the Group itself.

With respect to the President, the *target* award amount is 125% of fixed compensation on an annual basis for the first cycle of the Plan.

With regard to the Chief Executive Officer, the size of the *target* bonus is 187.5% of fixed remuneration on an annual basis for the first cycle of the Plan.

With respect to Executives with Strategic Responsibilities, the size of the *target* bonus is approximately 40% of gross annual compensation.

For other Strategic Resources, the *target* award amount is approximately 20-30% of gross annual compensation.

For further details on the *Performance Objectives* to which the assignment of the bonuses is linked, please refer to paragraph 4.5 below.

2.4 *Reasons for any decision to allocate remuneration plans based on financial instruments not issued by the issuer of the financial instruments, such as financial instruments issued by subsidiaries or parent companies or third parties with respect to the group to which it belongs; if the said instruments are not traded on regulated markets, information on the criteria used to determine the value attributable to them.*

Not applicable, as the Plan is based on Eurotech Shares only.

2.5. *Consideration of significant tax and accounting implications that affected the design of the plans.*

There are no significant accounting or tax implications that have affected the definition of the Plan.

2.6. *Possible support for the Plan by the special fund for the encouragement of worker participation in enterprises, as per art. 4, paragraph 112, of Law no. 350 of December 24, 2003.*

The Plan does not receive support from the special fund for the encouragement of worker participation in companies, pursuant to art. 4, paragraph 112, of Law no. 350 of December 24, 2003.

3. APPROVAL PROCESS AND TIMELINE FOR ALLOCATION OF TOOLS.

3.1. Scope of powers and functions delegated by the Shareholders' Meeting to the Board of Directors to implement the Plan.

On May 11, 2021, the Board of Directors resolved, at the proposal of the Committee on May 7, 2021, and with the abstention of the President and the Chief Executive Officer (in consideration of their interest in the resolution as Beneficiaries of the Plan), to submit the Plan for approval by the Shareholders' Meeting on June 11, 2021 pursuant to Article 114-bis of the TUF.

It will be proposed to the Shareholders' Meeting, among other things, to grant the Board of Directors all powers necessary and appropriate to establish and implement the Plan.

In particular, the Board of Directors, without prejudice to the right to sub-delegate, may validly decide on

- (i) approval of the implementing regulations for each cycle of the Plan, containing any additional terms and conditions of the Plan;
- (ii) the annual allocation of *Target* Shares in favor of the President, the Chief Executive Officer and Executives with Strategic Responsibilities;
- (iii) the criteria for identifying Beneficiaries;
- (iv) the power of attorney to be granted to the Chief Executive Officer, in order to identify by name the Beneficiaries who are Strategic Resources other than Executives with Strategic Responsibilities;
- (v) verification of the achievement of the *Performance* Objectives;
- (vi) any other terms and conditions necessary for the actual implementation of the Plan, to the extent that this does not conflict with the provisions of the Meeting.

3.2. Designation of individuals assigned to administer the Plan and their function and expertise.

The Board of Directors is responsible for the implementation of the Plan. The Board of Directors avails itself of the preparatory, propositional and advisory support of the Committee and has the

power to delegate the operational management of the Plan to the competent corporate functions.

Moreover, the Board of Directors may delegate to the Chief Executive Officer some aspects concerning the actual implementation of the Plan, including the identification of the Beneficiaries who are Strategic Resources other than Executives with Strategic Responsibilities. In any case, it is understood that any decision related or pertaining to the allocation and assignment of the Shares and, more generally, to the implementation of the Plan with regard to the President and the Chief Executive Officer, shall remain the exclusive competence of the Board of Directors.

3.3. Existing procedures, if any, for reviewing plans, including any changes in baseline objectives.

The Board of Directors, upon the recommendation or advice of the Committee, shall be the appropriate body to make any amendments to the Plan.

The procedures, terms and conditions for revising the Plan, even without the need for further approval by the Shareholders' Meeting, shall be established by the Board of Directors in the Regulations to be approved, on the proposal of the Committee, during the implementation of the Plan. Such procedures may provide, inter alia, for the Board of Directors' power to (i) change the Plan's *performance* indicators or the number of Shares to be granted also in the presence of extraordinary or unforeseeable situations, circumstances or transactions (including on the share capital) that may significantly affect the results, the scope of Eurotech's activities or the Plan as a whole, or (ii) to grant the Shares in advance to the Beneficiaries in the event of accelerated *vesting* (change of control of Eurotech, etc.).

3.4. Description of the methods for determining the availability and assignment of the financial instruments on which the Plan is based.

The Plan provides for the assignment to the Beneficiaries of Eurotech Shares free of charge after three years from the assignment to the Beneficiaries of the *Target* Shares, on the basis of the level of achievement of the Plan's *Performance* Objectives, as well as a two-year *Lock-Up* Period in

relation to a certain percentage of the Matured Shares, equal to 20% of the same.

Such Shares may consist of Treasury Shares (already issued) that will be purchased by Eurotech, pursuant to article 2357 et seq. of the Italian Civil Code. , or from Treasury Shares already held by Eurotech. In this regard, the Board of Directors in the meeting of May 11, 2021, resolved to submit to the Shareholders' Meeting the proposal to authorize the purchase and disposal of Treasury Shares to service the Plan.

3.5. *The role played by each director in determining the characteristics of the Plan, possible occurrence of situations of conflict of interest for the directors concerned.*

Consistent with the recommendations of the *Corporate Governance* Code, the characteristics of the Plan have been defined at the Committee's recommendation.

The proposal to submit the Plan to the Shareholders' Meeting, pursuant to art. 114-bis of the Consolidated Law on Finance, was approved by the Board of Directors with the abstention of the President and the Chief Executive Officer (given their interest in the resolution as Beneficiaries of the Plan).

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

The Board of Directors, on the proposal of the Committee which met on 7 May 2021, having heard the Board of Statutory Auditors also pursuant to art. 2389, paragraph 3, of the Italian Civil Code, in the meeting held on 11 May 2021 resolved to approve, to the extent of its competence, the Plan and therefore submit it to the approval of the Shareholders' Meeting pursuant to art. 114-bis of the Consolidated Law on Finance. during the meeting held on 11 May 2021, it resolved to approve, to the extent of its competence, the Plan and to submit it to the approval of the Shareholders' Meeting pursuant to art. 114-bis of the Consolidated Law on Finance.

3.7. *Date of the decision taken by the competent body regarding the assignment of the instruments and of any proposal to the aforesaid body made by the remuneration committee,*

if any.

The Shareholders' Meeting called to resolve, inter alia, on the approval of the Plan and the number of Shares to be used for its implementation is scheduled for June 11, 2021; after the Shareholders' Meeting, in case of approval of the Plan by the same, the Board of Directors will meet and, subject to the Committee's preliminary investigation, will take the decisions relevant to the implementation of the Plan, including the approval of the Regulations and the allocation of the Shares to the Beneficiaries.

The information required by art. 84-bis, paragraph 5, letter a) of the Issuers' Regulation that is not currently available will be provided in compliance with the regulations in force.

3.8 *The market price, recorded on the aforementioned dates, for the financial instruments on which the plans are based, if traded on regulated markets.*

The price of the Shares recorded on the electronic market organized and managed by Borsa Italiana S.p.A. on the date on which the Board of Directors resolved, upon proposal of the Committee, to submit the Plan to the approval of the Shareholders' Meeting (i.e. on May 11, 2021), was equal to EUR 4.90 .

3.9. *In the case of plans based on financial instruments traded on regulated markets, under what terms and in accordance with what procedures does the issuer take into account, when identifying the timing of the assignment of financial instruments in implementation of the plans, the possible temporal coincidence between: i) said assignment or any decisions taken in this regard by the remuneration committee, and ii) the disclosure of any relevant information pursuant to art. 17 of Regulation (EU) No. 596/2014; for example, in the event that such information is: a) not already public and capable of positively influencing market prices, or b) already published and capable of negatively influencing market prices.*

The possible disclosure of privileged information in the context of each Grant Date would have no impact on the Beneficiaries since, at that time, they could not carry out any transaction on the *Target Shares*, since the actual vesting of the same is deferred to the end of the relevant *Vesting Period*, subject to the verification of the level of achievement of the *Performance Targets*.

Furthermore, a percentage equal to 20% of the Matured Shares will be subject to a subsequent *Lock Up Period*; the Matured Shares bound to the *Lock Up Period* cannot be sold or transferred for any reason whatsoever, for the period of twenty-four months following the end of the relevant *Vesting Period*. Without prejudice to the above, the Beneficiaries shall comply with the provisions on inside information and *internal dealing* provided for by the applicable laws and regulations.

The Regulations may provide for additional safeguards in relation to the situations referred to in the title of this paragraph.

4. CHARACTERISTICS OF ATTRIBUTED INSTRUMENTS.

4.1 A description of the forms in which the remuneration plans based on financial instruments are structured.

The Plan provides for three annual free allocations of Shares which may be granted, again free of charge, at the end of the relevant three-year *Vesting* Period, subject to and based on the level of achievement of the *Performance* Targets in accordance with the provisions of the Plan and the Regulations. Moreover, a percentage equal to 20% of the Matured Shares shall be subject to the *Lock-up* Period.

For the purposes of the allocation of the Matured Shares, the Company's own Shares (already issued) will be used, which may be purchased pursuant to article 2357 et seq. of the Italian Civil Code. or Treasury Shares already held by Eurotech.

The Company reserves the right, in case of impossibility to assign the Shares to the Beneficiaries, to pay to the Beneficiaries a cash amount in lieu of the Shares, calculated on the basis of the arithmetic average of the official prices of the Company's Shares recorded on the MTA during the thirty days prior to the date of assignment of the Shares or, in case the Company's Shares are no longer listed on the MTA, on the basis of the normal value of the same shares pursuant to art. 9 D.P.R. 22 December 1986, no. 917.

4.2 An indication of the period of actual implementation of the plan with reference also to any different cycles envisaged.

The Plan provides for a total of three cycles of grants of Shares on an annual basis during fiscal years 2021-2022-2023. Each of the three grants is subject to a three-year *Vesting* Period, as well as to a subsequent two-year *Lock-Up* Period with respect to a portion of the vested Shares. Consequently, the implementation period of the Plan is between 2021 (the first year of allocation of the Shares) and 2028 (the last year of the *Lock-Up* Period relating to the third allocation cycle).

4.3 Plan Termination.

The Plan will terminate in 2028, at the expiration of the Lock-up Period relating to the last cycle (fiscal year 2023) of Share awards.

4.4 The maximum number of financial instruments allocated in each fiscal year with respect to the persons named or categories indicated.

For each of the three cycles of the Plan, it is envisaged that a maximum of 500,000 Shares will be allocated, assuming all Beneficiaries achieve the highest *performance* levels.

With reference to the first cycle of the plan, again on the assumption that the highest levels of *performance are* achieved, the assignment is envisaged:

- to the President, of up to 25,000 Shares;
- to the CEO, a maximum of 150,000 Shares;
- to Executives with Strategic Responsibilities and other Strategic Resources, of up to 325,000 Shares.

4.5 The implementation methods and clauses of the Plan, specifying whether the actual allocation of the instruments is subject to the occurrence of conditions or the achievement of certain results, including performance results; description of such conditions and results.

The actual vesting and assignment of the *Target* Shares is subject to the achievement of specific *Performance* Targets at the end of each *Vesting* Period. The achievement of these *Performance* Targets shall be subject to a specific verification process by the Board of Directors, upon proposal of the Committee, on the basis of the results actually achieved by the Company.

The Plan's *Performance* Objectives generally consist of the following parameters:

- a) up to two objectives linked to Eurotech's medium/long-term economic/financial

performance; and

- b) an objective linked to the performance of the market price of the Shares in the medium to long term (*Total Shareholder Return*).

For the purposes of the first attribution cycle of the Plan, i.e., for the three-year period encompassing fiscal years 2021-2023, the following indicators were identified:

- (i) a first economic-financial objective (to the achievement of which a weight of 30% is attributed):
- EBIT summation over the three-year period 2021-2023;
- (ii) a second economic-financial objective (to the achievement of which a weight of 30% is attributed):
- revenue growth over the three-year period 2021-2023, in terms of CAGR;
- (iii) a third *market-based* objective (the achievement of which is given a weight of 40%):
- *Total Shareholder Return* (TSR) of Eurotech shares, measured on a three-year basis in terms of relative positioning with respect to the FTSE Italia STAR index.

With reference to the indicators of the economic-financial objectives, the *target* level will be identified on the basis of the objectives set out from time to time in the business plan in place as at the Granting Date.

For assignments subsequent to the first cycle, the Board of Directors may set, upon proposal or with the advice of the Committee, the economic/financial or TSR objectives that best reflect the priority to be followed for the subsequent three-year period, as well as the relative percentage weight and *performance/payout* levels, subject to the provision of one or two economic/financial and one TSR objective.

The *Performance* Objectives operate independently of each other; this means that if adequate *performance* is achieved in relation to at least one of the *Performance* Objectives, a portion of the bonus will be accrued regardless of the *performance* achieved on the other objective. Overall

performance is measured as a weighted average of the results achieved for each of the three objectives, according to their respective *performance* curves.

Minimum and maximum *performance levels/payouts* will be established for each of the *Performance Objectives*. Specifically:

- For each of the Economic and Financial *Performance Objectives* of the first cycle, the Plan provides:
 - in favor of Beneficiaries other than the President and Chief Executive Officer:
 - upon achievement of the minimum *performance* level, the allocation of Shares equal to 50% of the *Target Shares*;
 - upon achievement of the *target* level of *performance*, the assignment of Shares equal to 100% of the *Target Shares*;
 - upon achievement of the maximum level of *performance*, the grant of Shares equal to 130% of the *Target Shares*;
 - in favor of the President and Chief Executive Officer:
 - upon achievement of the minimum *performance* level, the allocation of Shares equal to 50% of the *Target Shares*;
 - upon achievement of the *target* level of *performance*, the allocation of Shares equal to 100% of the *Target Shares*; this amount will be the maximum number of Shares allocated, even if the *target* level is exceeded;
 - in case of intermediate *performance between the* minimum and the *target*, and between the *target* and the maximum, the number of Shares to be assigned is determined by linear interpolation.
- with reference to the TSR objective of the first cycle, the Plan provides for the following in favor of all Beneficiaries:
 - upon achievement of the minimum *performance* level, the allocation of Shares equal to 30% of the *Target Shares*;

- upon achievement of the intermediate *performance* level, the allocation of Shares equal to 50% of the *Target Shares*;
 - upon reaching the maximum level of *performance*, the allocation of Shares equal to 100% of the *Target Shares*,
- without forecasting intermediate *performance/payout* values.

If the minimum level of *performance* is not reached, no Shares will accrue, and therefore no Shares will be granted. Similarly, if the maximum level of *performance* is exceeded, no further Shares will accrue, and therefore no Shares will be granted, other than those indicated above.

Finally, the Plan provides for *clawback* clauses that allow not to assign the Matured Shares at the end of the *Vesting* Period or to request the return of the countervalue of the Matured Shares already assigned, or to withhold such countervalue from amounts due to the Beneficiaries, where the vesting of such Shares took place on the basis of data that later turned out to be clearly erroneous, or where the same Shares are not due to persons who have been responsible for the fraudulent alteration of data in order to achieve the related objectives, or who have obtained the achievement of such objectives by violating laws and regulations, Eurotech's code of ethics or company rules, without prejudice to any action permitted by law to protect the interests of the Company.

4.6 Indication of any restrictions on the availability of the assigned instruments or on the instruments resulting from the exercise of the options, with particular reference to the terms within which the subsequent transfer to the same company or to third parties is permitted or prohibited.

In order to further align the interests of the Grantees with those of the Company's shareholders over the long term, the Plan provides that at the end of the *Vesting* Period, 20% of the vested Mature Shares granted shall be subject to the *Lock Up* Period, lasting twenty-four months, during which the Shares may not be sold or transferred for any reason.

4.7 The description of any termination conditions in relation to the assignment of the plans in case the beneficiaries carry out hedging transactions that allow to neutralise any prohibition to sell the financial instruments assigned, also in the form of options, or the financial instruments resulting from the exercise of such options.

Not applicable, as there are no termination conditions in the event that the Beneficiaries *hedge* the Shares.

4.8 A description of the effects of termination of employment.

In case of termination of the relationship between the Beneficiary and the Company or a company of the Group before the assignment of the Shares (even if already accrued) due to (i) voluntary resignation by the Beneficiary not supported by a just cause (even if at the time of the assignment of the Shares the termination of the relationship is not yet effective but the Company has received formal notice to that effect from the Beneficiary); (ii) revocation for just cause or forfeiture of the office of director; (iii) resignation as director pursuant to art. (ii) revocation for just cause or forfeiture of the office of director; (iii) resignation from the office of director pursuant to art. 2385, paragraph 1, of the Italian Civil Code; or (iv) dismissal for just cause or justified reason, the Beneficiary shall permanently forfeit any right relating to the Plan, including the right to receive the Shares, without the right of the Beneficiary to receive any compensation or indemnity whatsoever (so-called *bad leaver* scenario).

In the event of termination of the Relationship between the Beneficiary and the Company or a company of the Group prior to the allotment of the Shares (even if already vested) due to (i) consensual termination of the Relationship; (ii) voluntary resignation of the Beneficiary in order to access the pension or other just cause; (iii) retirement; (iv) revocation without just cause of the office of director; (v) natural expiration of the director's term of office; (vi) dismissal without just cause or justified reason; (vii) incapacity or permanent physical or mental disability of the Beneficiary such as to prevent the continuation of the relationship or (viii) death of the

Beneficiary, the latter (or his heirs and legatees subject to the fulfillment by the heirs of the burden of filing the declaration of inheritance and the compliance with the tax provisions in force, as applicable), subject to compliance with the obligations, terms and conditions set forth in the Regulations, shall be entitled to the maintenance of the right to receive Shares on a *pro rata temporis* basis (so-called goodwill hypothesis).so called *good leaver*).

It is understood that (a) in the event of transfer of the Relationship from the Company to another company of the Group, or vice versa, or in the event of termination of the Relationship and simultaneous establishment of a new Relationship within the Group, the Beneficiary shall retain, *mutatis mutandis*, all rights granted to him/her under the Regulations and (b) the right to receive Shares shall in any event remain suspended from the time a letter of disciplinary notice is sent and until the conclusion of the disciplinary proceedings.

The Board of Directors, after hearing the opinion of the Committee, may make decisions that are more favorable to the Beneficiaries.

4.9 An indication of any other causes for cancellation of plans.

Any causes for cancellation will be specified in the Regulations as the Plan is implemented.

4.10 The reasons for any provision for a "redemption" by the Company of the financial instruments that are the subject of the plans, pursuant to Articles 2357 et seq. of the Italian Civil Code; the beneficiaries of the redemption, indicating whether it is intended only for certain categories of employees; the effects of the termination of the employment relationship on said redemption.

The Plan does not provide for a right of redemption of Shares by the Company.

4.11 Any loans or facilities that are intended to be granted with the purchase of the shares pursuant to Article 2358 of the Italian Civil Code.

The Plan does not provide loans or other facilities for the purchase of Shares pursuant to Section 2358 of the Civil Code.

4.12. An indication of valuations of the expected burden for the company at the date of the relevant assignment, as determinable on the basis of terms and conditions already defined, by total amount and in relation to each instrument of the plan.

As of the date of this Information Document, it is not possible to indicate the exact amount of the burden expected for Eurotech in connection with the implementation of the Plan, since such burden is linked to the number of Shares actually granted, determined according to the level of achievement of the *Performance* Objectives and the other methods provided for in the Plan and the Regulations.

At present, on the basis of the terms and conditions already defined, the maximum number of Shares that can be allocated is expected to be 1,500,000.

4.13 An indication of any dilutive effects on capital caused by the compensation plans.

No dilutive effects on Eurotech's share capital are envisaged, since the stock to service the Plan will consist exclusively of treasury shares.

4.14 The limits, if any, on the exercise of voting rights and the allocation of property rights.

Subject to the *Lock Up* Period, the Matured Shares allotted to the Beneficiaries at the end of each *Vesting* Period shall have regular dividend entitlement, as there are no limits on the exercise of the corporate or equity rights arising therefrom.

4.15. If the shares are not traded on regulated markets, any information useful for a full evaluation of the value attributable to them.

Not applicable, since the Shares are admitted to trading on the Mercato Telematico Azionario organised and managed by Borsa Italiana S.p.A..

4.16 - 4.23

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

4.24 Share issuers shall attach the attached table no. 1 to the information document, filling in: a) in each case section 1 of squares 1 and 2 in the fields of specific interest; b) section 2 of squares 1 and 2, filling in the fields of specific interest, on the basis of the characteristics already defined by the Board of Directors.

The Table attached to Schedule 7 of Annex 3A of the Issuers' Regulations will be disclosed during the implementation of the Plan, pursuant to Article 84-bis, paragraph 5 of the Issuers' Regulations.