

This document is a courtesy translation into English of the Internal Dealing Procedure adopted by Moncler S.p.A. In case of any discrepancies between the English version and the Italian version, the Italian version shall prevail.



**INTERNAL DEALING PROCEDURE
OF MONCLER S.P.A.**

Most recently updated: 24 July 2024

INTRODUCTION

This procedure (the “**Procedure**”) is adopted by the Board of Directors of Moncler S.p.A. (hereinafter “**Moncler**” or the “**Company**”) pursuant to and in accordance with the prevailing EU¹ legislation, concerning transactions carried out by persons having management, control and administrative powers (so-called internal dealing) and market abuse (the “**Internal Dealing Legislation**”). In particular, the Procedure aims to govern the reporting obligations and the conduct that must be observed by the Relevant Parties and the Persons Closely Associated (as defined below) and by the Company in order to ensure the specific, full and correct transparency of information on Transactions of the Relevant Parties (as defined below) provided to the public and the competent authorities.

1. **ARTICLE 1** **RELEVANT PARTIES AND PERSONS CLOSELY ASSOCIATED**

1.1 For the purposes of the Internal Dealing Procedure and the Internal Dealing Legislation:

“**Privileged information**” shall mean information of a precise nature relating directly or indirectly to the Company or the Shares (as defined below) that is not of the public domain and which could, if made public, significantly influence the price of the Shares or of the derivative financial instruments connected to the Shares (as defined below).

A Privileged Information is deemed to be precise if it relates to a series of existing circumstances or which can reasonably be expected to come into existence or to an event that has taken place or which can reasonably be expected to take place and if such information is sufficiently specific to allow conclusions to be drawn on the possible effect of said series of circumstances or of that event on the prices of the Shares or of the related derivative financial instruments connected to the Shares.

In this respect, in case of a protracted process which is intended to achieve, or that determines, a particular circumstance or a particular event, such future circumstance or future event, as well as the intermediate stages of this process, which are aimed at realizing or determining the circumstances or the future event, can be considered as information of a precise nature. An intermediate stage in a protracted process is considered a Privileged Information if it meets the criteria set out with regard to Privileged Information.

¹ See (i) Directive 2014/57/EC of the European Parliament and of the Council of 16 April 2014 relating to criminal sanctions in the event of market abuse (the “**Market Abuse Directive**”); (ii) Regulation (EU) no. 596/2014 of the European Parliament and of the Council of 16 April 2014 relating to market abuse, repealing Directive 2003/6/EC and Directives 2003/124/EC, 2003/125/EC and 2004/72/EC (the “**Market Abuse Regulation**” or “**MAR**”), and in particular Art. 19; (iii) the Commission Delegated Regulation (EU) 2016/522 of 17 December 2015 supplementing the MAR (Regulation EU No 596/2014) as regards, among others, the permission for trading during black-out periods and types of notifiable managers’ transaction (the “**Regulation 522/2016**”); (iv) the Commission Implementing Regulation (EU) 2016/523 of 10 March 2016 laying down implementing technical standards with regard to the format and template for notification and disclosure to the public of transactions carried out by persons having management, control and administrative powers in accordance with the MAR (the “**Regulation 523/2016**”); and (v) the other implementing rules issued from time to time by the competent authorities.

An information that, if made public, would be likely to have a significant impact on the prices of the Shares or of the derivative financial instruments connected to the Shares is that information that a reasonable investor would probably use as one of the elements upon which to base his investment decisions;

“Persons Closely Associated”:

- a) the spouse or the unmarried partner who shall be treated as the spouse under the Italian law
- b) dependent children under the Italian law;
- c) relatives who have been cohabiting for at least one year at the date of the Transaction of the Relevant Parties;
- d) the legal entities, the partnerships and trusts which a Relevant Party or a closely associated person falling within the categories set out at a), b) or c) above are responsible for the management of, either solely or jointly or which are controlled, directly or indirectly, by one of the said persons, or is established for its benefit, or whose economic interests are substantially equivalent to the interest of one of those persons.

“Relevant Parties” mean:

- (a) the members of Moncler’s Board of Directors and Board of Statutory Auditors;
 - (b) managers that have regular access to Privileged Information directly or indirectly related to the Company and have the power to adopt management decisions that may have an impact on the Company’s evolution and future prospects;
- 1.2 The Company shall draw up and constantly update a list of Relevant Parties and of Persons Closely Associated (the **“List”**).
- 1.3 The Head of the Corporate Affairs Function is identified as the Party designated for the receipt, management and disclosure to the public of the information required by the Procedure, pursuant to the Internal Dealing Legislation (the **“Designated Party”**).

**2. ARTICLE 2
CASES SUBJECT TO DISCLOSURE REQUIREMENTS**

- 2.1 This Procedure applies to all transactions, including those set out in Annex 1, (the **“Transactions of the Relevant Parties”**) concerning
- (a) shares issued by the Company admitted to listing on the Euronext Milan, organized and managed by Borsa Italiana S.p.A. (the **“Shares”**);
 - (b) any debt instruments issued by the Company and admitted to listing;

- (c) the derivative financial instruments or other financial instruments connected to the Shares and the debt instruments *sub* (b) in accordance with the MAR (the "**Related Financial Instruments**"),

entered into:

- (a) directly or indirectly by the Relevant Parties or by the Persons Closely Associated;
- (b) by persons who arrange or execute transactions professionally or on behalf of the Relevant Parties or of the Persons Closely Associated, including when acting discretionally;
- (c) in the context of a life insurance policy in which (i) the contractor is a Relevant Party or a Person Closely Associated; (ii) the investment risk is borne by the contracting party; and (iii) the contractor shall have the power or the discretion to make investment decisions in relation to specific instruments covered by the life insurance policy or to perform transactions concerning specific instruments of said insurance²,

2.2 For the purposes provided under point 2.1 above and of the consequent reporting obligations to Consob, to the Company and to the public provided for in Article 3, shall be considered only the Transactions of the Relevant Parties made directly by or on behalf of the Relevant Parties or of the Persons Closely Associated, once a total amount of Euro 20,000.00 (twenty thousand) has been reached, in a calendar year, calculated by adding together all Transactions of the Relevant Parties without compensation. After the aforesaid amount has been reached, all the Transactions of the Relevant Parties carried out by the Relevant Parties and the Persons Closely Associated are subject to the disclosure obligations to Consob, the Company and the public set forth in Article 3 below.

2.3 Pursuant to this Procedure, the transactions between Moncler and its subsidiaries are not subject to any disclosure requirement.

3. ARTICLE 3 DISCLOSURE REQUIREMENTS - TERMS AND OBLIGATIONS

3.1 Terms and mechanics for the disclosure and publication of the Transactions of the Relevant Parties

- (a) The Relevant Parties, and the Persons Closely Associated, are required to report to Consob and to the Company the Transactions of the

² It is understood that transactions carried out on Shares or debt instruments *sub* (b) or on derivatives or other financial instruments linked to them, by managers of a collective investment undertaking in which the Relevant Person or the Person Closely Associated has invested, are not subject to notification requirements if the manager of the collective investment undertaking acts in complete discretion, which excludes the possibility of him receiving instructions or suggestions of any kind on the composition of the portfolio, directly or indirectly, from the investors of such collective investment undertaking.

Relevant Parties referred to in Article 2.1 above, within 3 (three) working days from the date of the Transaction of the Relevant Parties³.

- (b) The Company, through the Designated Party, discloses to the public the information received from the Relevant Parties and from the Persons Closely Associated within 2 (two) working days from the date of receipt of the notice referred to in Article 3.1, letter (a) above.
- (c) The Relevant Parties and the Persons Closely Associated can avail themselves of the Company in order to make the reports to Consob relating to the Transaction of the Relevant Parties referred to under Article 2.1 above, by granting a special mandate using the template attached hereto as Annex 2, together with all the information therein specified. In such case, the Relevant Parties and the Persons Closely Associated must report the performed Transaction of the Relevant Parties promptly and in any case within 1 (one) working day from the Transaction date, requesting that said report to Consob shall be made by the Company. Once it has received the information from the Relevant Parties or from the Persons Closely Associated, the Company, through the Designated Party, shall promptly report to Consob no later than 3 (three) working days from the date of the Transaction of the Relevant Parties. The said communication shall be deemed to be made by the Company on behalf of and under the sole responsibility of the Relevant Party concerned or of the Person Closely Associated concerned. It is understood that in the event that the Relevant Parties or the Persons Closely Associated fail to grant the mandate to the Designated Party, they shall remain solely responsible for any obligation to notify Consob regarding the Transactions of the Relevant Parties.
- (d) The direct and indirect reports to Consob and to the public that are required by this Article 3.1 of the Procedure must be made using the template specified in the attachment to this Procedure, marked as Annex 3 (the "**MAR Template**") according to the procedures required by the Internal Dealing Legislation in force from time to time⁴, it being understood that the MAR Template shall be transmitted to Consob by electronic means suitable with those indicated by Consob⁵. Communications to the Company provided for in this Article 3.1. of the Procedure must reach the Company by a means that guarantees

³The date of the Transaction of the Relevant Parties shall mean, for the purposes of this Procedure, with reference to the Transactions carried out on a trading venue, the date of the matching of the order with the proposal to the contrary, regardless of the settlement date. It should be noted that in the case of Transactions of Relevant Parties subject to a condition, the notification obligation for the Relevant Parties and the Persons Closely Associated arises from the moment the condition occurs.

⁴ The MAR Template (as defined below) is disseminated through the regulated information dissemination system.

⁵ The MAR Template shall be sent to Consob by certified e-mail to consob@pec.consob.it (if the sender is subject to the obligation to have a certified e-mail address) or by e-mail to protocollo@consob.it, specifying as addressee "Market Information Office" and indicating at the beginning of the subject line "MAR Internal Dealing".

confirmation of receipt and contain all the information necessary for the correct and complete compilation of the MAR Template.

- (e) The Company shall publish on its website all the reports provided for in this Article 3.1. of the Procedure.

4. ARTICLE 4 FUNCTIONS OF THE DESIGNATED PARTY

- 4.1 The Designated Party shall deliver by means which ensure the confirmation of receipt, on a hard copy or on another durable medium, a copy of this Procedure (and its amendments) to the Relevant Parties and shall notify them in writing the obligations imposed upon them pursuant to the Internal Dealing Legislation.
- 4.2 The Designated Party shall keep copy of the abovementioned notice and is responsible for the receipt, management and disclosure to the public and to Consob of the information required by the Procedure and the Internal Dealing Legislation.
- 4.3 The Designated Party shall provide to the concerned parties clarifications on the interpretation and implementation methods of the Procedure and shall monitor its correct and prompt application, also by proposing to the Board of Directors, by submitting them to the Chairman of the Board of Directors, any amendments and/or additions to the Procedure, that may become necessary or suitable from time to time.
- 4.4 The Designated Party shall draw up and update the List and shall keep all reports received by the Relevant Parties and by, or on behalf of, the Persons Closely Associated and made to Consob and to the public.
- 4.5 The Designated Party has the right to request from each Relevant Party any information, clarification and/or integration, also concerning the Persons Closely Associated, necessary and/or useful for the purposes of compliance with this Procedure.

5. ARTICLE 5 ACCEPTANCE OF THE PROCEDURE

- 5.1 Upon receipt of the Procedure, each Relevant Party shall sign and return to the Designated Party, by means which ensure the delivery, the declaration attached hereto as Annex 4 and undertake to respect its provisions.

6. ARTICLE 6 BLACK-OUT PERIODS

- 6.1 The Relevant Parties and the Persons Closely Associated are prohibited from carrying out the Transactions of the Relevant Parties for their own account or on behalf of a third party, directly or indirectly, during 30 (thirty) days prior to the disclosure to the public of the annual financial report, the half-yearly financial report pursuant to Article 154-ter of the Italian Consolidated Law on Finance and the additional financial information (jointly the “**Black-out Periods**” and each of them the “**Black-out Period**”). It is understood that the period of 30 calendar days prior to the announcement starts from the

date of the meeting of the Board of Directors convened for the approval of the accounting data according to the Company's financial calendar, or otherwise fixed. The day in which the press release regarding the approval of the accounting data is issued, represents the 30th day of the Black-out Period.

- 6.2 If the Company publishes preliminary data, the Black-out Period applies only with respect to the date of publication of the preliminary data (and not with respect to the final data), provided that the preliminary data contain all the key information that should be included in the final results.
- 6.3 The above without prejudice to the right of the Board of Directors or, in cases of urgency, of the Chairman of the Board of Directors, to identify additional periods or circumstances in which the performance of the Transactions by the Relevant Parties is subject to limitations or prohibitions and in this case these decisions will have to be immediately notified to the Relevant Parties, to the Persons Closely Associated and to the Designated Party, as well as to allow the Relevant Parties or the Persons Closely Associated to negotiate for their own account or on behalf of a third party during the Black-out Periods, (i) on the basis of an assessment carried out on a case by case basis in the presence of exceptional conditions, such as serious financial difficulties that require the immediate sale of the Shares, or (ii) taking into consideration the characteristics of the negotiation in case of Transactions of the Relevant Parties performed simultaneously or in relation to an employee stock ownership scheme or a saving programme, a guarantee or rights to shares, or again transactions in which the beneficial interest in the security in question is not subject to changes, in each case, to the extent and in the manner prescribed by the Internal Dealing Legislation under Annex 5 and by other laws and regulations in force from time to time.

7. ARTICLE 7 OBLIGATIONS OF THE RELEVANT PARTIES AND SANCTIONS

- 7.1 The Relevant Parties are obliged to notify in writing, to the Persons Closely Associated, their obligations under this Procedure and the Internal Dealing Legislation. The Relevant Parties are required to keep a copy of such notice and to produce it upon the simple written request of the Company, of Consob and of any other competent authority.
- 7.2 Each Relevant Party shall provide the Company with a list of the Persons Closely Associated with that Relevant Party and shall promptly notify the Company of any changes to that list.
- 7.3 Failure to comply with the obligations and prohibitions laid down in this Procedure implies the liabilities referred to in the Internal Dealing Legislation and to the other regulatory dispositions in force from time to time.
- 7.4 The Company reserves in each case the right to claim for the damage and/or liability it may have incurred due to the behaviours of the Relevant Parties, as well as for the behaviour of the Persons Closely Associated, in breach of this Procedure.

**8. ARTICLE 8
AMENDMENTS AND ADDITIONS TO THE PROCEDURE**

- 8.1 The Procedure may be modified and/or supplemented by the Board of Directors upon occurrence of legislative or regulatory amendments or on the basis of the Company's experience, in order to improve the standards of transparency towards the public.
- 8.2 Should it be necessary to update and/or supplement individual provisions of the Procedure as a consequence of amendments to the applicable laws or regulations, or specific requests from supervisory authorities, as well as in cases of proven urgency, this Procedure may be amended and/or supplemented by the Chairman of the Board of Directors, with subsequent ratification of the amendments and/or supplements by the Board of Directors at the first subsequent meeting.
- 8.3 The Designated Party shall promptly notify the Relevant Parties in writing of the amendments and/or additions to the Procedure in this Article and shall obtain the acceptance of the Procedure as amended in accordance with Article 8.1 above, in the forms and in accordance with the procedure specified under Article 5 above.

**9. ARTICLE 9
PROCESSING OF PERSONAL DATA**

The personal data of the Relevant Parties and of the Persons Closely Associated shall be disclosed and processed in compliance with the UE and Italian regulations on personal data protection as in force from time to time for the purpose of fulfilling the obligations required by the Procedure and the Internal Dealing Legislation.

ANNEX 1

The Transactions of the Relevant Parties covered by this Procedure and by the disclosure obligations provided by the Internal Dealing Legislation⁶ include:

- (a) acquisition, disposal, short sale, subscription or exchange;
- (b) acceptance or exercise of a stock option, including of a stock option granted to managers or employees as part of their remuneration package, and the disposal of shares stemming from the exercise of a stock option;
- (c) entering into or exercise of equity swaps;
- (d) transactions in or related to derivatives, including cash-settled transaction;
- (e) entering into a contract for difference on a financial instrument of the concerned issuer or on emission allowances or auction products based thereon;
- (f) acquisition, disposal or exercise of rights, including put and call options, and warrants;
- (g) subscription to a capital increase or debt instrument issuance;
- (h) transactions in derivatives and financial instruments linked to a debt instrument of the concerned issuer, including credit default swaps;
- (i) conditional transactions upon the occurrence of the conditions and actual execution of the transactions;
- (j) automatic or non-automatic conversion of a financial instrument into another financial instrument, including the exchange of convertible bonds to shares;
- (k) gifts and donations made or received, and inheritance received;
- (l) transactions executed in index-related products, baskets and derivatives, insofar as required by Article 19 of Regulation (EU) No 596/2014 (MAR);
- (m) transactions executed in shares or units of investment funds, including alternative investment funds (AIFs) referred to in Article 1 of Directive 2011/61/EU of the European Parliament and of the Council (1), insofar as required by Article 19 of Regulation (EU) No 596/2014 (MAR);
- (n) transactions executed by manager of an AIF in which the person discharging managerial responsibilities or a person closely associated with such a person has invested, insofar as required by Article 19 of Regulation (EU) No 596/2014 (MAR);
- (o) transactions executed by a third party under an individual portfolio or asset management mandate on behalf or for the benefit of a person discharging managerial responsibilities or a person closely associated with such a person;
- (p) the borrowing or lending of shares or debt instruments of the issuer or derivatives or other financial instruments linked thereto;

⁶ See Article 10 of the Regulation 522/2016 and Article 19 (7) (a) MAR.

(q) the granting by way of security or loan or other security interest (e.g. a pledge) in shares or derivatives or other financial instruments linked to them (except for the granting by way of security or loan or other security interest in connection with the deposit of financial instruments in a custodial account, unless and for so long as such granting by way of security or loan or other security interest is intended to obtain a specific credit facility);

(r) the pledging or lending of financial instruments by or on behalf of a Relevant Party or a Person Closely Associated with them⁷.

⁷ It is not necessary to notify a pledge of financial instruments, or other similar security, in connection with the deposit of the financial instruments in a custodial account, unless and as long as such pledge or other similar security is intended to obtain a specific credit facility.

ANNEX 2

I, the undersigned

as a ["Relevant Party"/["Person Closely Associated"] pursuant to the internal dealing procedure adopted by Moncler (the definitions of which, unless provided otherwise, are understood to be referred to and applicable herewith in their entirety) and, in such quality, required to satisfy the reporting obligations required by the Internal Dealing Legislation and Article 3.1 of the Procedure relating to the Transactions of the Relevant Parties as per Article 2.1 (i) of the Procedure itself,

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- Moncler, through the Designated Party, with the powers to carry out, on my behalf and under my sole responsibility, the report to Consob of the Transactions of the Relevant Parties carried out by myself.

To this end, I undertake to promptly report said Transactions of the Relevant Parties carried out by me to the Designated Party, and, in any case, within one working day from the date of the Transaction of the Relevant Parties.

I also acknowledge that, in the event of non-compliance with the provisions of the Procedure concerning the manner and/or terms of the notifications due under the Procedure, the Company is released from any and all liability and obligations to notify Consob pursuant to Article 3.1.

(signature)

(date)

ANNEX 3

Template for notification and disclosure to the public of Transactions carried out by the Relevant Parties and the Persons Closely Associated⁸ (MAR Template)

1	Details of the person having management, control and administrative powers/person closely associated	
a)	Name	<p><i>[For natural persons: the first name and the last name.]</i></p> <p><i>[For legal entities: full corporate name including legal form as provided for in the registry where it is registered, if applicable.]</i></p>
2	Reason for the notification	
a)	Position/status	<p><i>[For persons having management, control and administrative powers: please insert the position occupied within the issuer, emission allowances market participant, auction platform, auctioneer, auction monitor should be indicated, (e.g. CEO, CFO)]</i></p> <p><i>[For the persons closely associated,</i></p> <ul style="list-style-type: none"> <i>— an indication that the notification concerns a person closely associated with a person having management, control and administrative powers;</i> <i>— first name and last name and position of the relevant person having management, control and administrative powers.]</i>
b)	Initial notification/amendment	<i>[Indication that this is an initial notification or an amendment to prior notifications. In case of amendment, explain the error that this notification is amending.]</i>
3	Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor	
a)	Name	<i>[Full Name of the entity.]</i>
b)	LEI	<i>[Legal Entity Identifier code in accordance</i>

⁸ The Template is consistent with the one provided for by and attached to the Commission Implementing Regulation (EU) no. 523/2016.

		<i>with ISO 17442 LEI code.]</i>					
4	Details of the transaction: section to be repeated for i) each type of instrument; ii) each type of transaction; iii) each date; and iv) each place where transactions have been performed						
a)	Description of the financial instrument, type of instrument Identification Code	<p><i>[— Indication as to the nature of the instrument:</i></p> <ul style="list-style-type: none"> <i>— a share, a debt instrument, a derivative or a financial instrument linked to a share or to a debt instrument;</i> <i>— an emission allowance, an auction product based on an emission allowance or a derivative relating to an emission allowance.</i> <i>— Instrument identification code as defined under Commission Delegated Regulation supplementing Regulation (EU) No. 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No. 600/2014.]</i> 					
b)	Nature of the transaction	<p><i>[Description of the transaction type using, where applicable, the types of transactions identified in Article 10 of the Commission Delegated Regulation (EU) 2016/522 adopted under Article 19(14) of Regulation (EU) No. 596/2014 or a specific example set out in Article 19(7) of Regulation (EU) No. 596/2014.</i></p> <p><i>Pursuant to Article 19(6)(e) of Regulation (EU) No. 596/2014, it shall be indicated whether the transaction is linked to the exercise of a share option programme].</i></p>					
c)	Price(s) and volume(s)	<table border="1"> <thead> <tr> <th>Price(s)</th> <th>Volume(s)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Price(s)	Volume(s)			<p><i>[Where more than one transaction of the same nature (purchases, sales, lendings, borrows, etc.) on the same financial instrument or emission allowance are executed on the same day and on the same place of transaction, prices and volumes of these transactions shall be reported in this</i></p>
Price(s)	Volume(s)						

		<p><i>field, in a two columns form as presented above, by inserting as many lines as needed.</i></p> <p><i>Please use the data standards for price and quantity, including where applicable the price currency and the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No. 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No. 600/2014.]</i></p>
d)	<p>Aggregated information</p> <ul style="list-style-type: none"> — Aggregated Volume — Price 	<p><i>[The volumes of multiple transactions are aggregated when these transactions:</i></p> <ul style="list-style-type: none"> <i>— relate to the same financial instrument or emission allowance;</i> <i>— are of the same nature;</i> <i>— are executed on the same day; and</i> <i>— are executed in the same place; Please use the data standard for quantity, including where applicable the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No. 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No. 600/2014.]</i> <p><i>[Price information:</i></p> <ul style="list-style-type: none"> <i>— In case of a single transaction, the price of the single transaction;</i> <i>— If the volumes of multiple transactions are aggregated: the weighted average price of the aggregated transactions.</i> <p><i>Please use the data standard for price, including where applicable the price currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No. 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No.</i></p>

		<i>600/2014.]</i>
e)	Date of the transaction	<i>[Date of the specific day of execution of the notified transaction. Using the ISO 8601 date format: YYYY-MM-DD; UTC time.]</i>
f)	Place of the transaction	<i>[Name and identification code to the MiFID trading venue, the systematic internaliser or the organised trading platform outside of the UE where the transaction was executed as defined under Commission Delegated Regulation supplementing Regulation (EU) No. 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No. 600/2014, or if the transaction was not executed on any of the above mentioned venues, please mention 'outside a trading venue'.]</i>

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ANNEX 4

I, the undersigned

- acknowledge that I am included amongst the "Relevant Parties" and that I have been added in the List of Relevant Parties and Persons Closely Associated drawn up by the Company on the basis of the Internal Dealing Procedure adopted by Moncler (the definitions of which, unless provided otherwise, are understood to be referred to and applicable herewith in their entirety);
- confirm that I have received, read and understood the Procedure;
- am aware of the obligations required to me by the Procedure and by the Internal Dealing Legislation, as well as of the sanctions provided for in the event of non-compliance with these obligations;

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- to scrupulously comply, to the extent of my competence, with the obligations provided under the Procedure, the Internal Dealing Legislation and any other legal and regulatory provisions applicable from time to time;
- to notify in writing to the "Persons Closely Associated" to the undersigned their obligations under the Procedure and the Internal Dealing Legislation and any other legal and regulatory provisions applicable from time to time and to keep a copy of the carried out notification, to be exhibited upon simple written request of the Company, of the Consob and of any other competent authority;
- to communicate - for the purposes of drafting and updating the List provided by under Article 1.4 of the Procedure - the identification data of the Persons Closely Associated to the undersigned by filling in the table below within 3 working days from the date of this declaration; I also undertake to communicate to the Designated Party, promptly or upon simple written request of the Designated Party, any possible change of the data communicated relatively to the undersigned and to the Person Closely Associated;
- to notify the Designated Party of the Transactions of the Relevant Parties as defined in Article 2.1 in the manner and within the time limits set forth in Article 3.1, under penalty of inadmissibility of the communication with consequent exoneration of the Company from any and all responsibility and obligation to notify the public and, upon conferment of a specific mandate, Consob pursuant to the same Article 3.1.

Table: Names of Persons Closely Associated, as identified pursuant to Article 1.1 of the Procedure:

	Name and Surname	Link with the Relevant Party
spouse		/
partner treated as spouse under Italian law		/
dependent children under Italian law		/
cohabiting relative		

legal entity, trust or partnership		
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(signature)

I, the undersigned, declare that I have read the information notice on the processing of personal data pursuant to and in accordance with Regulation (EU) 679/2016 (GDPR), attached to this communication and that I have understood its contents.

(signature)

(date)

PRIVACY NOTICE

on processing activities related to personal data in application of the Procedure

Pursuant to EU Regulation No. 679/2016 (hereinafter, the "GDPR") and current national legislation on the protection of personal data, Moncler S.p.A. (hereinafter, the "**Company**"), as Data Controller, in the performance of its activities pays the utmost attention to the security and confidentiality of personal data and wishes to illustrate to you the purposes for which it collects and processes your personal data, as defined below, in application of the Procedure.

Pursuant to the aforementioned regulations, the processing of your personal data will be based on the principles of fairness, lawfulness, transparency and protection of your privacy and rights. This constitutes the information regarding the use of your personal data.

a) Categories of personal data subject to processing

The Company may collect and process the following personal and contact data ("**Personal Data**" means all the categories below, taken together): information regarding your name, date of birth, residential address, social security number, telephone number, email address. The Personal Data that will be acquired will not relate to personal beliefs, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, information relating to health or sex life or sexual orientation (hereinafter "**Special Categories of Data**"), as well as facts not relevant to the assessment of your professional aptitude.

b) For what purposes your Personal Data may be used and on what legal basis

The Company may process your Personal Data for one or more of the following purposes, based on the legal prerequisite indicated from time to time:

1) Purposes related to obligations under laws, regulations or EU legislation, provisions / requests of authorities legitimized to do so by law and/or supervisory and control bodies.

Your personal data are processed by the Company, as a listed company, in order to fulfill the obligations laid down in laws, regulations or EU legislation, in the Procedure, provisions / requests of authorities legitimized to do so by law and/or supervisory and control bodies, and, specifically, the fulfillments to which the Company is subject pursuant to Article 18, Reg. (EU) No. 596/2014 and Reg. (EU) No. 347/2016.

Prerequisite for processing: fulfillment of a legal obligation to which the Controller is subject pursuant to Article 6, first paragraph letter c) of the GDPR.

The provision of Personal Data for this purpose is compulsory since in default the Company will be unable to fulfill specific legal obligations.

2) Defense of rights in the course of judicial, administrative or extrajudicial proceedings, and in the context of disputes that have arisen

Your Personal Data may be processed by the Company to defend its rights or take action or even make claims against you or third parties.

Prerequisite for processing: legitimate interest of the Company in the protection of its rights under Article 6, first paragraph letter f) of the GDPR. In this case, you are not required to provide a new and specific contribution, since the Company will pursue this further purpose, where necessary, by processing the Personal Data collected for the above purposes, which are deemed compatible with the present one (also because of the context in which the Personal Data were collected, the relationship between you and the Company, the nature of the Personal Data themselves and the appropriate safeguards for their processing, as well as the link between the other previous purposes and this further purpose).

c) How we keep your Personal Data secure

The Company uses all security measures necessary to improve the protection and maintenance of the security, integrity and accessibility of Personal Data.

All Personal Data is stored on the Company's secure servers (or appropriately stored hard copies) or those of its suppliers or business partners, and is accessible and usable according to the Company's security standards and policies (or equivalent standards for its suppliers or business partners).

d) With whom your Personal Data may be shared

The Personal Data may be accessed by duly authorized employees of the Company, as well as external suppliers, appointed as necessary as data processors, who provide support for the provision of services.

You may contact the Company at the addresses below if you wish to request to see the list of data processors and other entities to whom the Controller discloses your Personal Data.

e) How long we keep your Personal Data

The Company retains your Personal Data only as long as necessary to achieve the purposes for which it was collected or for any other legitimate related purpose and, in any case, for no longer than 10 years from the date of termination of the relationship.

Your Personal Data that is no longer needed, or for which there is no longer a legal basis for its storage, will be irreversibly anonymized or destroyed.

f) International transfers

The Company informs you that your Personal Data will be processed, for the stated purposes, exclusively within countries belonging to the European Union (EU) or the European Economic Area (EEA).

g) Contacts

The contact details of the Company, as the Data Controller and the Data Protection Officer-DPO are: Moncler S.p.A. based in Milan, Via Stendhal 47 and the DPO's email address is dpo@moncler.com.

h) Your data protection rights

If the legal requirements are met, You have the right to request from the Company:

1. access to your Personal Data;
2. the copy of the Personal Data you have provided to the Company, in a structured, commonly used and machine-readable format as well as the transmission of such Personal Data to another data controller (portability);
3. the rectification of Personal Data held by the Company;
4. the deletion of any data for which there is no longer any legal basis for processing;
5. the restriction of processing.

Right to object: in addition to the rights listed above, you have the right to object at any time, to the processing of your Personal Data by the Company in pursuit of its legitimate interest. The request to object should be addressed to the following address: privacy@moncler.com.

In the event that you exercise any of the above-mentioned rights, it will be the Company's responsibility to verify that you are entitled to exercise them and to respond to you within one month.

In the event that you believe that the processing of Personal Data relating to you is taking place in violation of the provisions of the GDPR, you have the right to lodge a complaint with the Garante per la Protezione dei Dati Personali, using the references available on the website www.garanteprivacy.it, or to take appropriate legal action.

You will be promptly notified of the removal from the Registry.

Moncler S.p.A.

(Date and place)

(signature)

ANNEX 5

Trading during a Black-out Period (Articles 7 and 8 Regulation 522/2016)

A Relevant Party has the right to conduct trading during a Black-out Period as defined under Article 19(11) of Regulation (EU) No 596/2014 provided that the following conditions are met:

- a. one of the circumstances referred to in Article 19(12) of Regulation (EU) No 596/2014 is met;
- b. the Relevant Party is able to demonstrate that the particular transaction cannot be executed at another moment in time than during the Black-out Period.

In the circumstances set out in Article 19(12)(a) of Regulation (EU) No 596/2014 and in the Article 6.2 (i) of the Procedure, prior to any trading during the Black-out Period a Relevant Party shall provide a reasoned written request to the Company for obtaining the Company's permission to proceed with immediate sale of its Shares during a Black-out Period. The written request shall describe the envisaged transaction and provide an explanation of why the sale of Shares is the only reasonable alternative to obtain the necessary financing.

When deciding whether to grant permission to proceed with immediate sale of its Shares during a Black-out Period, the Company shall make a case-by-case assessment of a written request by the Relevant Party. The Company has the right to permit the immediate sale of Shares only when the circumstances for such transactions may be deemed exceptional.

Circumstances shall be considered to be exceptional when they are extremely urgent, unforeseen and compelling and where their cause is external to the Relevant Party and it has no control over them.

When examining whether the circumstances described in the written request are exceptional, the Company shall take into account, among other indicators, whether and to the extent to which the Relevant Party:

- a. is at the moment of submitting its request facing a legally enforceable financial commitment or claim;
- b. has to fulfil or is in a situation entered into before the beginning of the Black-out Period and requiring the payment of sum to a third party, including tax liability, and cannot reasonably satisfy a financial commitment or claim by means other than immediate sale of shares.

Characteristics of the trading during a Black-out Period (Article 9 Regulation 522/2016)

The Company has the right to permit the Relevant Party to trade on its own account or for the account of a third party during a Black-out Period, including but not limited to circumstances where:

- a. the Relevant Party had been awarded or granted financial instruments under an employee scheme, provided that the following conditions are met:
 - i. the employee scheme and its terms have been previously approved by the Company in accordance with national law and the terms of the employee scheme specify the timing of the award or the grant and the amount of financial instruments awarded or granted, or the basis on which such an amount is calculated and given that no discretion can be exercised;
 - ii. the Relevant Party does not have any discretion as to the acceptance of the financial instruments awarded or granted;

- b. the Relevant Party had been awarded or granted financial instruments under an employee scheme that takes place in the Black-out Period provided that a pre-planned and organised approach is followed regarding the conditions, the periodicity, the time of the award, the group of entitled persons to whom the financial instruments are granted and the amount of financial instruments to be awarded, the award or grant of financial instruments takes place under a defined framework under which any inside information cannot influence the award or grant of financial instruments;
- c. the Relevant Party exercises options or warrants or conversion of convertible bonds assigned to the Relevant Party under an employee scheme when the expiration date of such options, warrants or convertible bonds falls within a Black-out Period, as well as sales of the Shares acquired pursuant to such exercise or conversion, provided that all of the following conditions are met:
 - i. the Relevant Party notifies the Company of its choice to exercise or convert at least four months before the expiration date;
 - ii. the decision of the Relevant Party is irrevocable;
 - iii. the Relevant Party has received the authorisation from the issuer prior to proceed;
- d. the Relevant Party acquires the Company's financial instruments under an employee saving scheme, provided that all of the following conditions are met:
 - i. the Relevant Party has entered into the scheme before the Black-out Period, except when it cannot enter into the scheme at another time due to the date of commencement of employment;
 - ii. the Relevant Party does not alter the conditions of his participation into the scheme or cancel his participation into the scheme during the Black-out Period;
 - iii. the purchase transactions are clearly organised under the scheme terms and that the person discharging managerial responsibilities has no right or legal possibility to alter them during the Black-out Period, or are planned under the scheme to intervene at a fixed date which falls in the Black-out Period;
- e. transfers or receives, directly or indirectly, financial instruments, provided that the financial instruments are transferred between two accounts of the Relevant Party and that such a transfer does not result in a change in price of financial instruments;
- f. the Relevant Party acquires qualification or entitlement of Shares of the Company and the final date for such an acquisition, under the Company's statute or by-law falls during the Black-out Period, provided that the Relevant Party submits evidence to the Company of the reasons for the acquisition not taking place at another time, and the Company is satisfied with the provided explanation.