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Investment Agreement relating to Moncler S.p.A. - Essential information pursuant to Article 130 of Consob Regulation no. 11971/1999

The essential information provided below has been updated as of 31 December 2024 for the purpose of taking into account the occurred change in the number of shares of Moncler S.p.A. held by Double R S.r.l. following the commencement on 18 November 2024 of the execution of Moncler S.p.A.'s shares purchases undertaking provided in the Investment Agreement.

Pursuant to Article 122 of the Legislative Decree no. 58/1998 (the “**TUF**”) and Article 130 of the Consob Regulation no. 11971/1999 (the “**Issuers’ Regulation**”), the following is disclosed.

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Whereas

- A.** On 26 September 2024 (the “**Relevant Date**”) Ruffini Partecipazioni Holding S.r.l. (“**RPH**”) and, for certain specific provisions, Remo Ruffini (“**RR**”), on one side, and White Investissement S.A.S (the “**Investor**” and, jointly with RPH, the “**Parties**”) and, for certain other specific provisions, LVMH Moët Hennessy Louis Vuitton S.E. (“**LVMH**”), on the other side, entered into an investment agreement (the “**Investment Agreement**”) concerning Double R S.r.l. (“**DR**” or the “**Company**”) and aimed at regulating, *inter alia*, the Investor's purchase from RPH of a quota representing 10% of DR's corporate capital (the “**Initial Investment**”) – whose closing occurred on the Relevant Date – as well as the terms for the acquisition of additional ordinary shares of Moncler S.p.A. (“**Moncler**” or the “**Issuer**”) by the Company. The Parties' covenants under the Investment Agreement that are relevant pursuant to article 122 TUF are briefly described in this key information.
- B.** As of the Relevant Date, (i) RPH and, for certain specific provisions, RR, on one side, (ii) the Investor and, for certain other specific provisions, LVMH, on the other side, and (iii) for certain further specific provisions, DR, on another side, executed a shareholders' agreement (the “**Shareholders' Agreement**”) aimed at regulating their respective rights and obligations as DR's quotaholders and, limited to certain provisions, indirect shareholders (through DR) of Moncler. For further information on the Shareholders' Agreement, please refer to the relevant essential information published, pursuant to Article 130 of the Issuers' Regulation, at www.monclergroup.com.

1. Type of agreement

The shareholders' covenants contained in the Investment Agreement, are deemed as significant shareholders' covenants pursuant to Article 122, paragraph 5, letter c), TUF, as better specified in point 4 below.

2. Companies whose financial instruments are the subject of the Agreement

The provisions contained in the Investment Agreement concern:

DR: a limited liability company under Italian law, with registered office in Milan, Piazza Generale Armando Diaz no. 1, registered with the Companies' Register of Milan, Monza - Brianza and Lodi at no. 09589910968, with corporate capital of EUR 1,307,742 fully subscribed and paid up. As of 31 December 2024 (after completion of the Initial Investment), DR's corporate capital is owned for (i) 90% by RPH, and (ii) 10% by the Investor.

Moncler: a joint-stock company under Italian law, with registered office in Milan, Via Stendhal no.

47, registered with the Companies' Register of Milan, Monza - Brianza and Lodi at no. 04642290961, fully paid-up corporate capital of EUR 54,961,190.80, divided into 274,805,954 ordinary shares, listed on *Euronext Milan* managed and organized by Borsa Italiana S.p.A.

3. Parties to the Investment Agreement and financial instruments held by them

As of 31 December 2024, the shareholders' covenants contained in the Investment Agreement bind RPH and the Investor.

The Investment Agreement was also executed, limited to certain specific provisions under the Investment Agreement, by RR and LVMH.

RPH is a limited liability company incorporated under Italian law with a sole shareholder, with registered office in Milan, Via Della Chiusa no. 15, registered with the Companies' Register of Milan, Monza – Brianza and Lodi at no. 04809770961, corporate capital of EUR 10,000.00, wholly owned by RR (born in Como (CO), on 08/27/1961, Italian tax code RFFRME61M27C933V).

The Investor is a simplified joint-stock company (*société par actions simplifiée*) incorporated under the French law with a sole shareholder, with registered office in Paris, France, Rue Jean Goujon no. 24-32, registered in the Commerce and Companies' Register of Paris at no. 892 168 246, corporate capital of EUR 40,000.00, wholly owned by LVMH, a European company with registered office in Paris, France, Avenue Montaigne no. 22, registered in the Commerce and Companies' Register of Paris at no. 775670417.

As of 31 December 2024:

- RPH, company wholly owned by RR, holds a stake representing 90% of the corporate capital of DR, which owns 45,320,174 ordinary shares of Moncler, equal to 16.49% of the corporate capital; RR directly owns 215,269 ordinary shares of Moncler, equal to 0.08% of the corporate capital;
- the Investor holds a stake representing 10% of the corporate capital of DR and does not own ordinary Shares of Moncler.

4. Content of the Agreement

The shareholders' covenants under the Investment Agreement regulate, *inter alia*, the terms and conditions for the purchase by the Company, over a maximum period of 19 months from the Relevant Date, of a further maximum 7,386,723 ordinary shares of Moncler (the "**Maximum Number of Moncler Shares**"), with a consequent increase in the stake held by the Company in Moncler up to maximum approx. 18.5% of the corporate capital of Moncler.

The Investor has undertaken to fully finance the purchases of maximum 6,648,050 ordinary shares of Moncler during the First Period (as defined in the Investment Agreement) following the Relevant Date, through the subscription of DR corporate capital increases by which the Investor will increase its stake in the Company up to maximum 22% of the corporate capital.

If, by the end of the First Period (as defined in the Investment Agreement), the Company has not purchased all the abovementioned 6,648,050 ordinary shares of Moncler, RPH and the Investor have undertaken to finance, during the Second Period (as defined in the Investment Agreement), the Company's additional purchases of ordinary shares of Moncler up to the Maximum Number of Moncler Shares in an amount equal to, respectively, 10% and 90% of the amounts due through the subscription of increases in DR's corporate capital.

If the Investor fails to fulfil its financing commitments during the First Period (as defined in the Investment Agreement) or the Second Period (as defined in the Investment Agreement), RPH shall have the right to require the Investor to withdraw from the Company and, in such event, the Investor shall be irrevocably obliged to exercise its right to withdraw from the Company in accordance with the provisions of the Shareholders' Agreement.

If RPH does not fulfil its financing covenants during the Second Period (as defined in the Investment Agreement), the Investor will be entitled to exercise its right to withdraw from the Company in accordance with the provisions of the Shareholders' Agreement.

LVMH has undertaken to ensure the fulfilment by the Investor of its covenants to finance the purchase by the Company of ordinary shares of Moncler under the Investment Agreement.

5. Duration of the Investment Agreement

The shareholders' covenants under the Investment Agreement are effective for a period of 19 months from the Relevant Date or for the shorter period necessary to complete the purchases by the Company of the Maximum Number of Moncler Shares.

6. Individual exercising control in accordance with Art. 93 TUF

The shareholders' covenants under the Investment Agreement do not affect the *de facto* control of the Issuer, which as of the Relevant Date is exercised by RR, through RPH and DR, pursuant to Art. 93 TUF (as resulting from RR's declarations made in accordance with Art. 120 TUF).

7. Filing of the Investment Agreement with the Companies' Register

The shareholders' covenants under the Investment Agreement were filed with the Milan, Monza - Brianza and Lodi Companies' Register on 1 October 2024.

8. Web site where the essential information relating to the Agreement are published

The essential information relating to the shareholders' covenants under the Investment Agreement is published, pursuant to Article 130 of the Issuers' Regulation, on the Issuer's website at www.monclergroup.com.

3 January 2025