



**Moncler S.p.A.**

***Performance Shares Plan 2016-2018***

INFORMATION MEMORANDUM ON THE REMUNERATION PLAN BASED ON THE  
ALLOCATION OF MONCLER S.P.A. ORDINARY SHARES SUBJECT TO APPROVAL  
BY THE SHAREHOLDERS' MEETING

*(drafted in accordance with Article 84-bis of the Regulation adopted by CONSOB with Resolution No. 11971  
of 14 May 1999 and subsequent amendments and integrations)*

## FOREWORD

This Information Memorandum (the “**Information Memorandum**”), drafted in accordance with Article 84-bis and Schedule 7 of Annex 3A of the regulation adopted by CONSOB with Resolution No. 11971 of 14 May 1999 and subsequent amendments and integrations (the “**Issuers’ Regulation**”) concerns all information on the “Performance Shares Plan 2016-2018” (the “**Plan**”) approved by the Board of Directors of Moncler S.p.A. (the “**Company**” or “**Moncler**”) on March 3, 2016 with the favorable opinion of the Appointments and Remuneration Committee, concerning the granting of the so-called Moncler Rights which give the right, in case certain performance targets are achieved (the “**Performance Targets**”), to gratuitously receive one (1) Share per each Moncler Right granted. The number of Shares to be allotted will be defined on the basis of the level of achievement of the above mentioned Performance Targets.

The approval of the Plan, in accordance with Article 114-bis of the Legislative Decree No. 58 of 24 February 1998, and subsequent amendments and integrations (“**Consolidated Financial Act**”), shall have to be resolved upon by the Shareholders’ Meeting, which has been called for April 20, 2016.

Therefore:

- (i) this Information Memorandum is drafted exclusively on the basis of the contents of the proposal of the adoption of the Plan approved by the Company’s Board of Directors on March 3, 2016;
- (ii) every reference made to the Plan contained herein shall be intended as made to the Plan whose approval is submitted to the resolution of the Shareholders’ Meeting.

It is hereby noted that the Plan is to be considered of “*particular importance*” in accordance with Article 114-bis, paragraph 3 of the Consolidated Financial Act and of Article 84-bis, paragraph 2 of the Issuers’ Regulation, as it is aimed, among other things, at executive directors and executives with strategic responsibilities of the Company and its subsidiaries in accordance with Article 93 of the Consolidated Financial Act.

## 1. DEFINITIONS

The terms listed below shall have the following meanings in the Information Memorandum:

<b>Executive Directors</b>	Means the directors of the Company or of the Subsidiaries qualified as executives in accordance to the Self-Regulatory Code and the directors entrusted with special powers.
<b>Shareholders' Meeting</b>	Means the shareholders meeting of the Moncler.
<b>Shares</b>	Means the ordinary shares of the Company, listed in the Electronic Share Market (MTA), Isin code IT0004965148.
<b>Beneficiaries</b>	Means the Executive Directors, the Executives with Strategic Responsibility, the subordinate employees, the collaborators and/or the consultants of Moncler or the Subsidiaries, identified as addressees of the Plan by Company's competent bodies pursuant to the Regulation.
<b>Change of control</b>	Means the occurrence of the following cases: (i) Remo Ruffini ceases to hold, either directly or indirectly, a interest of at least 16% of the share capital of Moncler with voting rights in Ordinary and Extraordinary Shareholders' Meetings, or (ii) the majority of the members of Moncler's Board of Directors is appointed on the basis of a list filed by a shareholder other than Ruffini Partecipazioni S.r.l.
<b>Cycle of Attribution</b>	Means the attribution cycle of the Shares composed by (i) the granting to the Beneficiaries of the Moncler Rights; (ii) the Vesting Period; (iii) the possible allocation of the Shares to be executed on the Allocation Date.
<b>Self-Regulatory Code</b>	Means the self-regulatory code of listed companies promoted by the Corporate Governance Committee established at Borsa Italiana S.p.A., to which the Company adheres.

<b>Remuneration Committee</b>	Means the appointments and remunerations committee set up within the Moncler's Board of Directors which carries out consulting and proposal functions with respect to appointments and remunerations pursuant to the recommendations provided for by articles 4, 5 and 6 of the Self-Regulatory Code.
<b>Board of Directors</b>	Means Moncler's Board of Directors currently in office.
<b>Subsidiary</b>	Means each of the companies controlled by Moncler pursuant to article 93 of the Consolidated Financial Act.
<b>Granting Date</b>	Means the date on which the Board of Directors or the Chairman, as the case may be, pursuant to article 6 below, appoints the Beneficiaries and determines the number of Moncler Rights to be granted to each Beneficiary. Such date corresponds to the date when the Chairman sends/delivers the Attribution Letter to the Beneficiaries.
<b>Allocation Date</b>	Means, with reference to the Attribution Cycle, the Business Day following the date when the achievement of Performance Targets has been communicated to the Beneficiary on which the Shares will be allocated.
<b>Executives with Strategic Responsibility</b>	Means the executives with powers and responsibility, directly or indirectly, for the planning, direction and control of the Company's activities.
<b>Moncler Right</b>	Means the right to receive one (1) Share at the terms and conditions set forth by the Regulation.
<b>EPS</b>	Means the "earning per share" index, in Euro, as resulting from the consolidate financial statement IFRS of the Group and equal to the net profit resulting from such financial statement, divided by the average number of Shares on the

market.

<b>Cumulative EPS</b>	Means the sum of EPS, in Euro, of the 3-year period included in the Vesting Period.
<b>EPS Target</b>	Means the EPS Target defined by the Board of Directors in relation to the Vesting Period, the assessment of which is carried out on the basis of the sum of EPS, in Euro, of any year included in the Vesting Period, to the achievement or overcoming of which the allocation of Shares is subject.
<b>Fiduciary</b>	Means the fiduciary company empowered by every Beneficiary, upon acceptance of the Plan and the Regulation, also on behalf of Moncler, for the administration of the Plan and of the Shares allocated following the verification of the Performance Targets at the terms and conditions of the Regulation.
<b>Business Day</b>	Means every calendar day other than Saturdays, Sundays and other day during which the credit institutions are not open in Milan for the normal exercise of their activity.
<b>Moncler Group or Group</b>	Means Moncler and its Subsidiaries.
<b>Lock-up Obligation</b>	Means the period during which the Beneficiary, being the Executive Director and/or Executive with Strategic Responsibility, shall not transfer all or part of the Shares allocated following the verification of the Performance Targets in accordance with the Regulation.
<b>Letter of Allocation</b>	Means the letter sent to every Beneficiary, in order to communicate his/her inclusion in the Plan, pursuant to article 5 of the Regulation.
<b>MTA</b>	Means the Electronic Share Market organized and managed by Borsa Italiana S.p.A.

<b>Relationship</b>	Means the directorship and/or employment relationship and/or self-employment/ collaboration/ consultancy relationship between the Beneficiary and the Company or a Subsidiary.
<b>Regulation</b>	Means the regulation containing the administration discipline for the implementation of the Plan which will be approved by the Board of Directors following the approval thereof by the Shareholders' Meeting.
<b>Substitutive amount</b>	Means the cash amount that the Company may, at its discretion, grant to the Beneficiaries in lieu – in whole or in part – of the Shares which should be allocated on the Allocation Date calculated on calculated on the arithmetic average of the official prices of the Shares on the market as published by Borsa Italiana S.p.A. in the months preceding the Allocation Date or, in the event that the Shares are not listed anymore, on the basis of the normal value pursuant to article 9 of the Presidential Decree December 22, 1986, No. 917, as defined by an independent expert appointed by the Company.
<b>Vesting Period</b>	Means the period of three years 2016 – 2018 for the verification of the Performance Targets, from the first day of the year in which the Granting Date is included and the last day of the financial year precedent to the one in which is included the Allocation Date.

## **1. SUBJECTS TO WHOM THE PLAN IS ADDRESSED**

**1.1. Indication by name of the addressees who are members of the Board of Directors of the issuer, of the companies controlling the issuer and of the companies directly or indirectly controlled thereby.**

The Plan is intended for Executive Directors and/or Executives with Strategic Responsibilities, and/or employees and/or collaborators, including external consultants, of Moncler or of its Subsidiary holding key positions in the pursuit of Moncler's strategic objectives, identified by the Board of Directors subject to the opinion of the Remuneration Committee.

In order to be able to participate to the Plan, it is required that each Beneficiary, at the Granting Date:

- 1) is involved in a Relationship with Moncler or its Subsidiaries;
- 2) has not communicated a desire to terminate the Relationship;
- 3) is not the addressee of a communication of dismissal or termination by the Company or by its Subsidiaries or of revocation of the mandate;
- 4) has not agreed to a mutual termination of the Relationship;
- 5) has not incurred in disciplinary actions deriving, *inter alia*, from the provisions of the Ethics Code and the Organizational Management and Control Model as set forth by Legislative Decree No. 231/2001 adopted by the Company.

As at the date hereof, the Plan has not yet been approved by the Shareholders' Meeting; therefore it is not possible to provide the names of the Beneficiaries.

**1.2. Categories of employees or collaborators of the issuer and of the parent or subsidiary companies thereof.**

As of the date of this Information Memorandum, the Plan has not yet been approved by the Shareholders' Meeting; therefore it is not possible to provide name of the Beneficiaries.

The identification of the Beneficiaries, who are Executive Directors and/or Executives with Strategic Responsibility and/or executives directly reporting to the Chairman (in his capacity as CEO) and the determination of the Moncler Rights granted to any Beneficiary will be defined by the Board of Director, without the vote of the Directors who are Beneficiaries, and subject to the opinion of the Remuneration Committee, taking into consideration the relevance of the respective position within the Company or the Subsidiaries in relation to the development of the Company and the Group.

The identification of the Beneficiaries, who are not Executive Directors and/or Executives with Strategic Responsibility and/or executives directly reporting to the Chairman (in his capacity as CEO) and the determination of the Moncler Rights granted to any Beneficiary will be defined by the Chairman of the Board of Directors, and subject to the opinion of the Remuneration Committee within 3 days from such opinion, taking into consideration the relevance of the respective position within the Company or the Subsidiaries in relation to the development of the Company and the Group.

For the individuation of the Beneficiaries, the Board of Directors or the Chairman will be supported by the Human Resource Department.

**1.3. Indication by name of the parties who benefit from the plan belonging to the following groups:**

*a) general managers of the issuer;*

As of the date hereof, the Plan has not yet been approved by the Shareholders' Meeting; therefore it is not possible to provide the indication by name of the Beneficiaries.

*b) other executives with strategic responsibilities of the issuer that is not "small-sized", in accordance with Article 3, paragraph 1, letter f) of Regulation No. 17221 of 12 March 2010, who have received in the course of the financial year an aggregate remuneration (adding up the monetary remunerations and the remunerations based on financial instruments) greater than the highest aggregate remuneration among those granted to the members of the board of directors, or of the management committee, and to the general managers of the issuer of financial instruments;*

As of the date hereof, the Plan has not yet been approved by the Shareholders' Meeting; therefore it is not possible to provide the indication by name of the Beneficiaries.

*c) individuals, controlling the issuer of the share, who are employees or collaborators thereof.*

Not applicable, as there are no individuals controlling Moncler who are Beneficiaries of the Plan.

#### **1.4. Description and numerical indication, divided by categories:**

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

As of the date hereof, the Plan has not yet been approved by the Shareholders' Meeting; therefore it is not possible to provide the indication by name of the Beneficiaries.

*b) in case of "small" companies, in accordance with Article 3, paragraph 1, letter f) of Regulation No. 17221 of 12 March 2010, the aggregate indication of all the executives with strategic responsibilities of the issuer of financial instruments;*

Not applicable given that Moncler cannot be qualified as "small" company in accordance with Article 3, paragraph 1, letter f) of the Regulation adopted by Consob with Resolution No. 17221 of 12 March 2010.

*c) of any other categories of employees or collaborators for whom differentiated characteristics of the plan have been provided (e.g., executives, high-level employees ("quadri"), employees, etc.)*

There are no categories of employees or collaborators for which differentiated characteristics of the Plan have been provided.

## **2. REASONS GROUNDING THE ADOPTION OF THE PLAN**

### **2.1. Objectives to be achieved through the attribution of the Plan.**

In line with the best market practices adopted by listed companies at a national and international level, remuneration plans based on shares constitute an effective tool to incentive

and build loyalty for individuals who hold key positions and employees in order to improve their performance as well as to contribute to increase the development and the success of the companies.

The adoption of remuneration plans based on shares, besides, meets the recommendations of Article 6 of the Listed Companies' Self-Regulatory Code, which acknowledges that such plans constitute a suitable instrument to allow the alignment of the interests of the executive directors and executives with strategic responsibilities of listed companies with those of the shareholders, making it possible to achieve the priority objective of creating value in a medium-long term time frame.

In particular, in accordance with the above, by implementing the Plan, Moncler is willing to promote and pursue the following objectives:

- link the overall remuneration and in particular the incentive system of executives and key personnel of the Group to the actual performance of the Company and to the creation of new value for the Moncler Group, as also intended by the Self-Regulatory Code;
- direct the key personnel towards strategies aimed at achieving medium-long term results;
- align the interests of the Top and Middle Management with those of shareholders and investors;
- further develop retention policies aimed at building loyalty among key personnel and encourage them to stay within the Company or the Moncler Group; and
- further develop policies designed to attract talented managerial and professional personnel on the world's markets, for the purpose of the continuous development and strengthening of Moncler's key and distinctive competences.

### **2.1.1 Additional information**

The reasons and criteria on the basis of which the Company will determine the ratio between the allocation of the Moncler Rights and, consequently, the Shares, and other components of the aggregate remuneration of the Beneficiaries refer, on the one hand, to the need to reconcile the incentive and loyalty objectives with reference to individuals with key positions, in order to

improve their performance as well as to contribute to increase the development and the success of the Company, and on the other hand, to grant the concerned individuals an overall benefit in line with the best market practices adopted by listed companies at the national and international level, as evidenced by the Self-Regulatory Code in accordance with the provisions of Paragraph 2.1 above.

The Plan has a duration considered suitable for the achievement of the incentive and loyalty objectives pursued thereby.

**2.2. Key variables, also in the form of performance indicators considered for the purposes of the attribution of the plans based on financial instruments.**

Each Beneficiary will be gratuitously awarded one (1) Share per each Moncler Right granted, on condition that the Performance Targets of the relevant Attribution Cycle are achieved.

The Performance Targets of any Attribution Cycle are defined by the Board of Director before the granting of the Moncler Rights and are expressed by the Cumulative EPS compared with the EPS Targets.

**2.2.1 Additional information**

Should the Group achieve, at the end of the Vesting Period, a Cumulative EPS lower or higher than the EPS Targets, the number of Shares to be allocated to any Beneficiary will be reduced or increased proportionally to the Moncler Rights granted to such Beneficiary as indicated in the following table.

**Allocation of the Shares on the basis of the level of achievement of EPS Target**

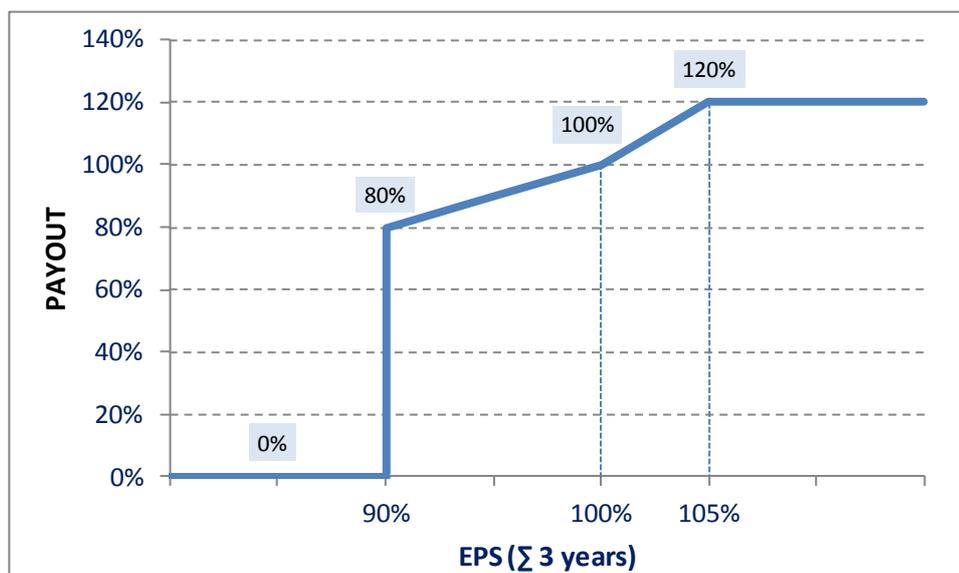
% of achievement  EPS Target	% of allocation of Shares  Vs Moncler Right granted
x<90%	y=0%

$90\% \leq x \leq 100\%$	$80\% \leq y \leq 100\%$
$100\% \leq x \leq 105\%$	$100\% \leq y \leq 120\%$
$x > 105\%$	$y = 120\%$

The achievement of a Cumulative EPS:

- i) equal to 90% of the EPS Target implies the allocation of a number of Shares equal to 80% of the Moncler Rights granted to the Beneficiaries;
- ii) between 90% and 100% of the EPS Target implies the allocation of a number of Shares increasing - as per the chart below - up to 100% of the Moncler Rights granted to the Beneficiaries;
- iii) between 100% and 105% of the EPS Target implies the allocation of a number of Shares increasing - as per the chart below - up to 120% of the Moncler Rights granted to the Beneficiaries;
- iv) above 105% the Target EPS the allocation of Shares is capped at 120% of the Moncler Rights granted to the Beneficiaries.

In case of failure to achieve the minimum Performance Target equal to 90% of the EPS Target during the Vesting Period, the Moncler Rights shall be considered as expired to all purposes.



The Board of Directors, after having heard the opinion of the Remuneration Committee, shall have the right to give its consent to exercise the Options, in whole or in part, also in the hypothesis of failure to achieve the Objectives of performance.

Instead of and as a substitute for the allocation of the Shares, at the terms and conditions set forth by the Plan, on the Allocation Date the Company reserves the right to substitute, in whole or in part, the Shares with the payment of the Substitutive Amount.

In case of a specific company's interest combined with a relevant contribution by the Beneficiary consistently with the purposes of the Plan, the Chairman, operating in accordance with the powers conferred by the proxy granted by the Board of Directors and in accordance with the provisions of the Regulation, or the Board of Directors, in case of conflict of interests of the Chairman, subject to the opinion of the Remuneration Committee, may allocate the Shares, in whole or in part, in proportion to the Moncler Rights granted to such Beneficiary both in case of failure in the achievement of the Performance Targets identified in the above table, and in case of termination of the Beneficiary's Relationship during the Vesting Period.

### **2.3. Elements underlying the definition of the amount of the remuneration based on financial instruments, i.e. the criteria for its definition**

On the Allocation Date, the competent body will determine the number of Moncler Rights to be allocated to each Beneficiary, subject to the opinion of the Remuneration Committee, assessing the strategic importance of each Beneficiary with respect to the creation of the value.

#### **2.3.1 Additional information**

Consistently with what was illustrated in Paragraph 2.3 above, the number of Moncler Rights to be granted to each Beneficiary will be determined by the Board of Directors, subject to the opinion of the Remuneration Committee, considering the following elements:

- Relevance of the role
  
- Performance track

- Criticality of retention
- Organizational fit and trust
- Talent and potential

**2.4. Reasons underlying any decision to attribute remuneration plans based on financial instruments not issued by the issuer, such as financial instruments issued by subsidiary or parent companies or third-party companies with respect to the group to which they belong; in the event that the aforesaid instruments are not traded on regulated markets, information on the criteria used to determine the value attributable thereto**

Not applicable, as the Plan provides for the gratuitous allocation to the Beneficiary of Moncler Rights granting the right to receive the Shares.

**2.5. Evaluations regarding any significant fiscal and accounting implications that have affected the plans' definition**

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

**2.6. Any support of the of the plan by the special Fund for the incentive of the participation of employees to enterprises, as per Article 4, paragraph 112 of the Law of 24 December 2003, No. 350**

The Plan will not receive any support from the special Fund for the incentive of the participation of employees to enterprises, as per Article 4, paragraph 112 of the Law of 24 December 2003, No. 350.

### **3. APPROVAL PROCESS AND TIMING OF ALLOCATION OF THE SHARES**

#### **3.1. Scope of the powers and functions delegated to the Board of Directors by the Shareholders' Meeting for the purpose of implementing of the plan**

On March 3, 2016, the Company's Board of Directors, with the favorable opinion of the Remuneration Committee, resolved upon the submission of the Plan to the approval by the Shareholders' Meeting.

The Shareholders' Meeting will have to resolve, along with the approval of the Plan, also on the granting to the Board of Directors, of all necessary and specific powers, including the power to sub-delegate, to execute the Plan, namely including, but not limited to, all powers in order to approve the Regulation of the Plan and to modify and/or integrate it, to identify the Beneficiaries and to determine the amount of Moncler Rights to be granted to each Beneficiary, to allocate the Moncler Rights to the Beneficiaries, draft and/or finalize any document necessary or appropriate in relation to the Plan, as well as to carry out all acts, duties, formalities, notices necessary or appropriate in order to manage and/or implement the Plan, with the faculty to delegate its powers, tasks and responsibilities related to the execution and implementation of the plan to the Chairman of Board of Directors, it being understood that any decision relating to the allocation of the Moncler Rights to the Chairman as Beneficiary (as well as any other decision concerning the management and/or execution of the plan towards the same or in relation to which the Chairman is in conflict of interest) shall pertain exclusively to the Board of Directors.

The Extraordinary Shareholders' Meeting, in order to serve the Plan, will also have to resolve upon a capital increase pursuant to article 2349 of the Italian civil code, for a maximum amount of nominal value equal to Euro 760,000.00 and for a maximum of No. 3,800,000 shares, to be executed by virtue of a proxy granted to the Board of Directors pursuant to article 2443 of the Italian civil code.

#### **3.2. Indication of the individuals entrusted with the administration of the plan and function and competence thereof.**

The Board of Directors of Moncler, will be in charge of the execution of the Plan and will be

entrusted by the Shareholders' Meeting with the management and implementation of the Plan, with the support of the Remuneration Committee as well as the assistance of the Human Resources Department.

The management of the Plan is delegated to the Chairman of the Board of Directors, who shall operate in accordance with the provisions of the Regulation. In the event of the Chairman's conflict of interests, the Board of Directors shall be entrusted with the management of the Plan, subject to the opinion of the Remuneration Committee.

Moncler will manage the Plan availing itself of a Fiduciary which will act by virtue of a specific proxy granted by each Beneficiary in compliance with the Regulation.

### **3.3. Any existing procedures for the review of the plans, also in relation to any changes in the basic objectives**

Without prejudice to the competence of the Shareholders' Meeting in the cases set forth by law, the Board of Directors, subject to the opinion of the Remuneration Committee, is entrusted with the faculty to make any amendment to the Plan.

### **3.4. Description of the ways of determining the availability and the allocation of the financial instruments on which the plans are based (e.g., gratuitous allocation of shares, capital increases with exclusion of the right of option, purchase and sale of own shares)**

The subject matter of the Plan is the gratuitous granting of Moncler Rights which give the right, upon the achievement of the Performance Targets to gratuitously receive one (1) Share for each Moncler Right granted. The number of Shares to be allotted shall be determined on the basis of the level of achievement of the above mentioned Performance Targets.

For the execution of the Plan the Company may avail itself of both: (i) own shares reacquired by the Company upon authorization granted by the shareholders' meeting from time to time, pursuant to article 2357 of the Italian civil code; and (ii) shares resulting from a capital increase pursuant to article 2349 of the Italian civil code, for a maximum amount of nominal value equal

to Euro 760,000.00, and for maximum No. 3,800,000 shares, to be resolved upon by virtue of a proxy granted to the Board of Directors pursuant to article 2443 of the Italian civil code.

The proposed capital increase pursuant to article 2349 of the Italian civil which serves the Plan, together with the description of the terms and conditions thereof, are clarified by a specific directors' report drafted in accordance with article 72 and Annex 3A, of the Issuers' Regulation, which will be publicly available on the Company's website [www.monclergroup.com](http://www.monclergroup.com), in the section "*Governance /Shareholders' Meeting*" as well as on the storage mechanism [www.linfo.it](http://www.linfo.it) within the terms set forth by the sector regulations. The above proposal will be submitted to the extraordinary Shareholders' meeting of the Company

**3.5. The role of each executive in determining the features of the aforementioned plans; any occurrence of conflict of interest situations of the involved executives**

The features of the Plan, to be submitted for approval by the Shareholders' Meeting pursuant to and for the purposes of Article 114-bis of the Consolidated Financial Act, were determined jointly by the Board of Directors, which resolved, subject to the opinion of the Remuneration Committee, to submit the proposal to adopt the Plan to the Shareholders' Meeting.

**3.6. For the purposes of Article 84-bis, paragraph 1, the date of the resolution adopted by the competent body in order to propose the approval of the plans to the Shareholders' Meeting and of any proposal made by the remuneration committee**

On 3 March 2016, the Company's Board of Directors, resolved, subject to the opinion of the Remuneration Committee which gathered on 19 February 2016, to submit the proposal to adopt the Plan to the Shareholders' Meeting.

**3.7. For the purposes of Article 84-bis, paragraph 5, letter a), the date of the resolution adopted by the competent body with respect to the allocation of the**

**financial instruments and of any proposal to the aforesaid body made by the remuneration committee**

Not applicable, given that as at the date hereof, the Plan has not yet been approved by the Shareholders' Meeting.

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

Not applicable, given that as at the date hereof, the Plan has not yet been approved by the Shareholders' Meeting.

**3.9. In case of plans based on financial instruments traded on regulated markets, in which terms and how the issuer takes into account, within the identification of the timing for the allocation of the instruments within the scope of the implementation of the plans, of any timing coincidence of: (i) said allocation or any decisions taken in this respect by the remuneration committee, and (ii) the disclosure of any relevant information in accordance with Article 114, paragraph 1; e.g. in case such information is: a. not already public and apt to positively influence the market quotations, or b. already published and apt to negatively influence the market quotations.**

The structure of the Plan, the conditions, and the methods of the allocation of the Moncler Rights, at present do not entail that the allocation may be significantly affected by any disclosure of significant information in accordance with Article 114, paragraph 1 of the Consolidated Financial Act, it being understood that the procedure for allocation of the Moncler Rights will in any case occur in full compliance with the information obligations of the Company, so as to ensure the clarity and fairness of the information given to the market, as well as in compliance with the internal procedures adopted by the Company.

The Beneficiaries shall comply with the provisions regarding insider trading provided by the applicable law and regulations, particularly with regard to transfers of the Shares which may be awarded following the assessment of the Performance Targets.

The Board of Directors, with the opinion of Remuneration Committee, may also provide for additional periods of blockage of the transfer of the Shares with reference to all or some of the Beneficiaries.

#### **4. FEATURES OF THE ALLOCATED INSTRUMENTS**

##### **4.1. Description of the forms in which the remuneration plans based on financial instruments are structured**

The subject matter of the Plan is the granting of Moncler Rights which give the right, upon the achievement of the Performance Targets set forth under paragraph 2.2 above, to gratuitously receive one (1) Share for each Moncler Right granted. The number of Shares to be allotted will be defined on the basis of the level of achievement of the above mentioned Performance Targets.

The Shares to be allotted have regular dividend rights and, therefore, the related rights may be exercised by the Beneficiaries as of the date when they become holders thereof.

##### **4.2. Indication of the period of actual implementation of the plan, with reference also to any other cycle**

The Plan provides a term of 3 years (2016 – 2018) and one Attribution Cycle composed of:

- (a) granting to the Beneficiaries of the Moncler Rights to be executed in the current financial year 2016 and within June 30, 2016;
- (b) the Vesting Period;
- (c) the possible allocation of Shares to be executed on the Allocation Date in 2019

as well as the timeframe during which the Beneficiaries who are Executive Directors and/or Executives with Strategic Responsibilities are subject, for a portion of the allocated Shares, to a 12-month lock-up obligation.

The Board of Directors, subject to the opinion of the Remuneration Committee and subject to the definition of the Performance Targets, reserves the right to resolve upon and implement additional Attribution Cycles in the subsequent financial years, to be executed within the 30th of June of each of the mentioned financial years.

#### **4.3. Time limit of the Plan**

See what is indicated under Paragraph 4.2.

#### **4.4. Maximum number of financial instruments, also in the form of options, assigned in each fiscal year in relation to the parties identified by name or to the indicated categories**

The Plan provides for the allocation, in 2019, of up to 3,800,000 Shares.

The Plan does not provide for a maximum number of Shares which may be allocated in one fiscal year.

#### **4.5. Methods and implementation clauses of the plan, specifying whether the actual allocation of the instruments is subject to the occurrence of conditions or to the achievement of certain results, including performance results; description of such conditions and results**

As for the methods and the implementation clauses of the Plan, see what is provided for by the individual paragraphs of this Information Memorandum. In particular, on the Allocation Date, the Company's competent body (the Board of Directors or the Chairman) will determine the number of Moncler Rights to be allotted to each Beneficiary in accordance with the criteria set forth in Paragraph 2.3 above.

The allocation of the Moncler Rights to the Beneficiaries is gratuitous, is not subject to the achievement of performance objectives, and is not linked to other key variables.

Each Beneficiary may be granted with the Shares subject to the achievement of the Performance Targets specified in Paragraph 2.2 above.

**4.6. Indication of any lock-up obligations of the allocated instruments or of the instruments resulting from exercise of the options, with particular reference to the time limits within which subsequent transfer to the same company or to third parties is permitted or prohibited**

The Moncler Rights and all rights related thereto are strictly personal, not transferrable nor negotiable, and, therefore, not distrainable nor exchangeable against any debt or contract entered into by any of the Beneficiaries with Moncler or third parties.

The Beneficiaries that are Executive Directors or Executives with Strategic Responsibility, in accordance with the recommendation of the Self-Regulatory Code, shall not transfer, respectively: (i) a number of Shares equal to 30% of those allocated until the end of their office, and (ii) a number of Shares equal to 30% of those allocated, for at least 24 months from the Allocation Date, net of the Shares assignable for the payment of taxes, and social security contributions, where due, connected with the allocation of the Shares.

Such Shares shall be subject to the Lock-up Obligation – and therefore they shall not be transferred, contributed, exchanged, loaned, or be subject to any other acts *inter vivos* – until the expiration of the term as set forth above, except in case of prior written authorization by the Board of Directors, having consulted with the Remuneration Committee..

**4.7. Description of any resolute conditions in relation to the attribution of the plans in the event that the addressees engage in hedging operations that make it possible to neutralize any prohibitions to sale the assigned financial instruments, also in the form of options, or of the financial instruments resulting from the exercise of such options**

Not applicable, given that no resolute conditions is provided in the event that the Beneficiary engages in hedging operations.

#### **4.8. Description of the effects determined by termination of the employment relationship**

Below are the terms and conditions regulating the relationship between Moncler and the Beneficiary in case of termination of the Relationship.

In the event that the same individual holds multiple Relationships with the companies of the Group (e.g. employment relationships and directorships) and only one of such Relationships terminates, to the terminated Relationship the following conditions shall not apply.

##### **A) Employment Relationship**

###### **i. Termination of the employment Relationship**

Only in case the Beneficiary is a subordinate employee of the Company or of any of its Subsidiaries, the termination of the Relationship may be caused by the following circumstances:

- a) dismissal of the Beneficiary by Moncler or any of Moncler Group's companies;
- b) voluntary resignation by the Beneficiary;
- c) mutual termination of the employment Relationship;
- d) termination of the fixed term employment contract.

Should the termination of the Relationship - and therefore the receipt of the dismissal letter (hypothesis a) or the communication of the resignation (hypothesis b) or the mutual termination of the employment Relationship (hypothesis c) - occur before the Allocation Date, the Beneficiary shall not be entitled to any right with respect to the Moncler Rights awarded.

Upon the occurrence of the above mentioned circumstances, no compensation and/or indemnification shall be due by Moncler or the Subsidiaries for any damage and/or prejudice

suffered by the Beneficiaries. For the purposes of this provision, the notice period shall not be validly considered for the allocation of Moncler Rights.

**ii. Unpaid leave**

The Beneficiary shall keep the rights which have been granted by virtue of the Plan, provided that the working activity is resumed as set forth in the agreement regulating the unpaid leave and that the unpaid leave does not exceed 18 months. Upon the achievement of the Performance Targets, the Beneficiary shall not be entitled to the allocation of the Shares with respect to the period of the leave, pursuant to a *pro rata temporis* principle.

**iii. Seniority pension treatment**

Should the Relationship terminate following the retirement or the availability of the seniority pension treatment of the Beneficiary, the latter shall be entitled to have the Shares allocated in proportion to Moncler Rights awarded and in accordance with the Regulation within one year from the termination of the Relationship and subject to the achievement of the Performance Targets set forth by the Regulation. Should the termination of the Relationship occur during the Vesting Period, the allocation of the Shares shall occur in accordance with the normal Attribution Cycle.

**iv. Disability pension treatment**

In case of termination of the Relationship further to the Beneficiary being entitled to benefit from the disability pension treatment, the Beneficiary shall be entitled to have the Shares allocated upon the achievement of the Performance Targets in accordance with the Regulation, in proportion to the term of the Relationship during the Vesting Period. The allocation of the Shares shall occur in accordance with the Attribution Cycle.

**v. Death of the Beneficiary**

The successors of the Beneficiary will be entitled to have the Shares allocated upon the achievement of the Performance Targets in accordance with the Regulation, in proportion to the term of the Relationship during the Vesting Period. The allocation of the Shares shall occur in accordance with the Attribution Cycle.

## **B) Directorship Relationship**

Should the Beneficiary be a Director of the Company or of the Subsidiary, the termination of the Relationship may occur in the following circumstances:

- a) removal of the Beneficiary from his/her directorship by Moncler or by any other company of the Moncler Group;
- b) resignation of the Beneficiary as director;
- c) death of the Beneficiary;
- d) expiration of the office, without reappointment.

Should the termination of the Relationship (for removal (hypothesis a) or for resignation (hypothesis b)) occur before the Allocation Date, the Beneficiary shall not be entitled to any right with respect to Moncler Rights previously awarded, which shall be considered expired.

Should the termination of the Relationship occur after the death of the Beneficiary, the terms and conditions set forth in letter A),v) above shall apply.

In none of the events above mentioned the Beneficiary shall be entitled to any compensation by Moncler or its Subsidiaries for any damage and/or prejudice.

## **C) Collaborators, self-employees, consultants**

Should the Beneficiary be a Company's or Subsidiary's collaborator, self-employee or consultant, the termination of the Relationship may be caused by the following events:

- a) withdrawal by Moncler or other companies of Moncler's Group from a collaboration/consulting agreement or from a self-employment relationship with the Beneficiary;
- b) termination (also mutual) of the collaboration/consulting agreement or self-employment Relationship;
- c) all other reasons for termination of the Relationship of collaboration / self-employment;

d) death of Beneficiary.

In all such events the termination of the Relationship with the Company or with its Subsidiaries, shall be regulated, *mutatis mutandis*, by the terms and conditions set forth by letter B) above for the termination of Directors' Relationship.

The Board of Directors, subject to the opinion of the Remuneration Committee, in case of a relevant Company's business interest and a significant contribution by the Beneficiary in accordance with the purposes of this Plan, may derogate from the above terms and conditions, provided that, in case of termination of the Relationship, the individual Beneficiary or the successors thereof shall be entitled to have all or part of the Shares allocated upon the achievement of the Performance Targets in accordance with the Regulation.

The Plan also provides that, in the event of a Change of Control, the Beneficiaries shall be entitled to continue their participation to the Plan at the conditions set forth by the relevant Regulation, without prejudice to any different contractual proposals made by the new controlling entity, or to request the allocation of the Shares, irrespective of the expiration of the Vesting Period and the achievement of the Performance Targets.

#### **4.9. Indication of other possible causes of termination of the plans**

Except as otherwise indicated in other paragraphs of this Information Memorandum, no other causes of termination of the Plan exist.

#### **4.10. Reasons relating to any provision for a "redemption", on the part of the company, of the financial instruments that are the subject of the plans, provided for in accordance with Articles 2357 et seq. of the Italian civil code; beneficiaries of the redemption, with the indication if the same is addressed only to particular categories of employees; effects of the termination of the employment relationship on said redemption**

The Plan does not provide for redemption clauses on the part of the Company.

The Plan provides for a claw-back clause. In the event that, within 3 years from the Allocation Date, it is ascertained that the Performance Targets had been deemed as achieved by the Board of Directors pursuant to article 9 on the basis of manifestly incorrect data or that the Beneficiary chargeable with one of the following circumstances:

- fraudulent or severely negligent behaviors detrimental to the Company
- violation of loyalty obligations,
- any behaviors of Beneficiary which triggered relevant economic or financial loss for the Company,

the Board of Directors, shall resolve upon:

- i) the return of the Shares, quit of a number of Shares with a value equal to the aggregate amount of taxes and social security contributions connected with the allocation of the Shares,
- ii) in the event that the Shares have already been transferred, the refund of the transfer value, net of an amount equal to the aggregate amount of taxes and social security contributions connected with the allocation of the Shares, possibly also by balancing such value with the salaries and / or termination indemnities granted to the Beneficiary.

**4.11. Any loans or other facilitations which it is intended to grant for purchase of the shares in accordance with Article 2358 of the Civil Code**

Not applicable, given that the Plan provides for the gratuitous allocation of the Moncler Rights.

**4.12. Indication of evaluations on the expected expense for the company at the date of relative allocation, as determinable on the basis of terms and conditions already defined, for overall amount and in relation to each instrument of the plan**

Not applicable, given that as at the date hereof the Plan has not yet been approved by the Company's Shareholders' Meeting and, therefore, the Beneficiaries and the number of Shares to be allocated thereto have not been identified yet.

#### **4.13. Indication of any dilution effects on the share capital determined by the remuneration plans**

The full subscription of the share capital increase serving the Plan pursuant to article 2349 of the Italian civil code, assuming no other capital increases are resolved upon, would entail, for the Company's shareholders, a dilution of 1.5% of the current share capital.

It is hereby pointed out that the total dilution caused by this Plan and of the plans currently in force is equal to 4% of the current share capital of the company. Indeed, as better specified in the report drafted in compliance with article 72 and Annex 3A, of the Issuers' Regulation, which will be publicly available on the Company's website [www.monclergroup.com](http://www.monclergroup.com), in the section "*Governance / Shareholders' Meeting*" as well as on the storage mechanism [www.1info.it](http://www.1info.it) at least 21 days prior to the date of the Shareholders' Meeting convened to resolve upon the approval of the Plan, the resolution providing for the capital increase serving the Plan will be adopted subject to the revocation of the capital increase resolved upon by the Extraordinary Shareholders' Meeting of Moncler on April 23, 2015, to the extent it is not necessary to serve the option rights that are currently awarded to the relevant beneficiaries within the Stock Option Plan 2015 currently in force.

#### **4.14. Limits to the exercise of the voting right and to the granting of financial rights**

The Shares to be allotted have regular dividend rights and, therefore, the related rights may be exercised by the Beneficiaries as of the date when they become holders thereof.

The Plan does not provide for limits to the exercise of the voting right.

#### **4.15. In the event that the Shares are not traded on regulated markets, any information**

**useful for a thorough assessment of the value thereof**

Not applicable, given that the Shares are negotiated on the MTA.

**4.16. Number of financial instruments underlying each Moncler Right**

Each Moncler Right gives the right to be granted with one Share.

**4.17. Expiration of the options**

Not applicable, given that the Plan provides for the allocation of Shares upon the achievement of the Performance Targets.

**4.18. Methods (American/European), timing (e.g., periods valid for the exercise) and exercise clauses (e.g., knock-in and knock-out clauses).**

Not applicable, given that the Plan provides for the allocation of Shares upon the achievement of the Performance Targets.

**4.19. Price for the exercise of the option or methods and criteria for its determination, with particular respect to: a) the formula for calculating the exercise price in relation to a certain market price (so-called fair market value) (e.g.: exercise price equal to 90%, 100% or 110% of the market price), and b) the methods for the definition of the market price taken as the reference for the definition of the exercise price (e.g.: last price of the day prior to the allocation, average of the day, average of the last 30 days, etc.)**

Not applicable, given that the Plan provides for the allocation of Shares upon the achievement of the Performance Targets.

**4.20. Reasons of the difference between the exercise price and the market price as determined pursuant to point 4.19 (fair market value)**

Not applicable.

**4.21. Criteria on the basis of which different exercise prices among various addressee or various categories thereof are provided**

Not applicable.

**4.22. In the event that the financial instruments underlying the options are not traded on regulated markets, indication of the value attributable to the underlying instruments or the criteria for the definition of such value**

Not applicable, given that the Shares are traded on the MTA.

**4.23. Criteria for the adjustments made necessary as a result of extraordinary operations on the capital and of other operations which involve the variation of the number of underlying instruments (capital increases, extraordinary dividends, grouping and splitting of the underlying shares, merger and demerger, conversion into other categories of shares, etc.)**

In case of extraordinary transactions concerning Moncler – including, but not limited to, operations of grouping and splitting of the Shares; gratuitous capital increases of Moncler; paid capital increases of Moncler's share capital with the issuance of Shares, of special classes of shares, of shares combined with warrants, convertible bonds and convertible bonds with warrants; mergers and demergers of Moncler; distribution of extraordinary dividends on the Shares with the use of Moncler reserves; capital reductions of Moncler's share capital; transfers and contributions of business concerns – as well as legislative or regulatory amendments or of other events likely to influence the Performance Targets, the Shares or the Plan, the Board of Directors may resolve upon the amendments to the Plan deemed necessary and/or advisable in

order to preserve to the maximum possible extent the fundamental contents of the Plan, in accordance with the objectives and the purposes it pursues.

Such amendments and additions may concern, but shall not be limited to, the number and the type of Shares which may be allocated, the Performance Targets and the Vesting Period.

#### **4.24. Remuneration plans based on financial instruments**

The table provided for by paragraph 4.24 of Chart 7 of Annex 3A of the Issuers' Regulation will be detailed upon the allocation of the Shares, and updated from time to time, during the course of the implementation of the Plan pursuant to article 84-bis paragraph 5, letter a) of the Issuers' Regulation.