



ANTARES VISION GROUP

ANTARES VISION S.p.A.

INFORMATION DOCUMENT

*(drafted pursuant to Article 114-bis of Legislative Decree No. 58 of 24 February 1998 ("**Italian Consolidated Law on Finance**") of the regulation issued by Consob [Commissione Nazionale per le Società e la Borsa (Italian Companies and Stock Exchange Commission)] by resolution no. 11971 of 14 May 1999 as amended and supplemented ("**Issuers' Regulations**")*

on the share incentive plan reserved
for the General Manager

Travagliato, 25 January 2024

INTRODUCTION

This information document (the “**Information Document**”) has been drafted pursuant to Article 114-*bis* of Legislative Decree No. 58 of 24 February 1998, as subsequently amended and supplemented (the “**Italian Consolidated Law on Finance**”) and Article 84-*bis* of the Regulation issued by CONSOB by resolution No. 11971 of 14 May 1999, as subsequently amended and supplemented (the “**Issuers' Regulation**”), as well as in accordance, also in the numbering of the relevant paragraphs, with the indications contained in Template 7 of Annex 3A of the Issuers' Regulations.

The purpose of the Information Document is to inform the shareholders and the market on the essential elements of the share incentive plan (the “**Plan**”) reserved for the General Manager of the Group headed by Antares Vision S.p.A. (“**Antares Vision**” or the “**Company**”) and is prepared for the purpose of the Ordinary Shareholders' Meeting of Antares Vision convened in a single call for 28 February 2024 to resolve, *inter alia*, on the Plan.

On 22 January 2024, the Board of Directors unanimously approved, on the proposal and subject to the favourable opinion of the Appointments and Remuneration Committee, the proposal to submit to the Company Ordinary Shareholders' Meeting the adoption, pursuant to Article 114-*bis* of the Italian Consolidated Law on Finance, of the Plan under the terms and conditions described in this Information Document.

As of the date of this Information Document, the proposal to adopt the Plan has not yet been approved by the Antares Vision Shareholders' Meeting. It is therefore noted that:

- i) this Information Document is drafted solely on the basis of the content of the proposal for adoption of the Plan approved by the Board of Directors of the Company on 22 January 2024;
- ii) any reference to the Plan in this Information Document shall be deemed to be a reference to the proposal for adoption of the Plan.

It should be noted that the Plan is to be considered “*of particular relevance*” pursuant to Article 114-*bis*, paragraph 3, of the Italian Consolidated Law on Finance and Article 84-*bis*, paragraph 2, of the Issuers' Regulations, as it is reserved for the General Manager.

The information required by Template No. 7 of Annex 3A to the Issuers' Regulations that is not contained in this Information Document will be provided as set forth in Article 84-*bis*(5)(a), of the Issuers' Regulations, when available during the implementation of the Plan.

This Information Document is available to the public at the Company's registered office in Travagliato (BS), via del Ferro no. 16, as well as on the Company's website at www.antareshvision.com (“Investors – Investor Relations – Shareholders' Meetings” section).

The Information Document was also made available to Consob and Borsa Italiana S.p.A. in accordance with the procedures set forth in the Issuers' Regulations.

DEFINITIONS

As required by Template No. 7 of Annex 3A of the Issuers' Regulations, the following is a list of definitions aimed at illustrating the meaning of uncommon terms, used in this Information Document:

Shareholders' Meeting	The Company shareholders' meeting
Shares	The Company's ordinary shares, with no indication of par value, admitted to trading on Euronext Milan, Euronext STAR Milan segment.
Plan Shares	1,382,422 newly issued Shares, representing 2% of the Company's ordinary share capital.
Bad Leaver	All cases of termination of Employment Relationship other than Good Leaver events.
Beneficiary	The beneficiary of the Plan, Gianluca Mazzantini, in his capacity as General Manager of the Group headed by the Company.
Business Plan	The three-year strategic/industrial plan drawn up by the Beneficiary and to be approved by the Board of Directors.
Plan Cycle or Cycle	Each year-long period for the measurement of Performance Targets, from 1 January to 31 December of each year covered by the Plan, into which the Plan is divided.
Remuneration Committee	The Appointment and Remuneration Committee of the Company for the time being appointed by the Board of Directors in compliance with the Corporate Governance Code.
Vesting Conditions	They shall be (i) continued Employment Relationship and non-termination (by either the Beneficiary or the Company) from whatever cause and/or reason determined at the vesting date of each Tranche; (ii) the fact that the Beneficiary is not in a notice period (regardless of whether he has worked during the notice period or is receiving compensation in lieu of notice) at the vesting date of each Tranche and (iii) the achievement of the annual Performance Targets at the end of each Annual Cycle, as verified by the Board of Directors following the approval of the consolidated financial statements for the relevant financial year of the Plan.
Board of Directors	The Company Board of Directors for the time being.
Final Allotment Date	The final allotment date of a Shares Tranche relating to a Cycle, subject to verification by the Board of Directors of the fulfilment of the Vesting Conditions.
Good Leaver	The following cases of Employment Relationship termination: <ul style="list-style-type: none">o dismissal of the Beneficiary other than for disciplinary

and/or subjective reasons;

- withdrawal from the Employment Relationship for just cause based on a change, without the consent of the Beneficiary or without just cause, of the Power of Attorney, resulting in a limitation of its powers.

Antares Group or Group	Antares Vision and its Subsidiaries.
Performance Targets	The annual performance targets applicable to each Plan Cycle, 80% of which are bound to financial results (specifically, (a) Group EBITDA – 50%, and (b) Group NFP – 30%), and 20% to “ESG” targets – the targets under (a) and (b), the “ Financial Performance Targets ”); the achievement of the Performance Targets shall be subject to review by the Board of Directors following the Board's approval of the consolidated financial statements for the year of reference of each Plan Cycle.
Plan	The proposal to adopt the share incentive plan for the Beneficiary described in this Information Document.
Subscription Price	The subscription price of the Plan Shares, as determined by the Board of Directors.
Power of Attorney	The powers conferred on the Beneficiary, by the Board of Directors, in relation to the Employment Relationship.
Employment Relationship	The executive employment relationship of indefinite duration pursuant to the “ <i>National Collective Bargaining Agreement for Executives of Companies Producing Goods and Providing Services</i> ” in force between the Beneficiary and the Company with the assignment to the Beneficiary of the role of “General Manager”, without prejudice to any right of the Company pursuant to Article 2103 of the Italian Civil Code.
Company or Antares Vision	Antares Vision S.p.A., with registered office in Travagliato (BS), via del Ferro no. 16, tax code and registration number with the Brescia Register of Companies 02890871201.
Subsidiaries	Any of the companies directly or indirectly controlled, pursuant to Article 2359 of the Italian Civil Code, by the Company from time to time.
Shares Tranche or Tranche	Each portion equal to 20% of the Plan Shares whose final allotment, at the end of each Cycle, is subject to the positive verification by the Board of Directors of the existence of the relevant Vesting Conditions.
Italian Consolidated Law on Finance	Legislative Decree No. 58 of 24 February 1998 as amended and supplemented.

1. THE PLAN RECIPIENTS

1.1 Naming the Plan recipients

The sole recipient of the Plan is the General Manager of the Antares Group, Gianluca Mazzantini.

1.2 Categories of employees or independent contractors of the issuer of the financial instruments and of the parent companies or subsidiaries of the issuer.

Without prejudice to the above, the Plan is not intended for employees or independent contractors of Antares Vision and its parent companies or Subsidiaries.

1.3 Indication of the names of the Plan beneficiaries belonging to the following groups: general manager, executives with strategic responsibilities and individuals controlling the issuer who are employees or independent contractors

The only Plan recipient is the person referred to above in paragraph 1.1.

1.4 Description and numbering, per categories

The only Plan recipient is the person referred to above in paragraph 1.1.

2. REASONS UNDERPINNING THE ADOPTION OF THE PLAN

2.1 Objectives to be achieved by allocating the Plan.

The adoption of the Plan is intended to achieve the objective of strengthening the alignment of interests between the Company's General Manager and all the Group's stakeholders, by encouraging the Beneficiary to achieve certain Group economic targets and certain "ESG" targets, as well as to contribute to the enhancement of the Group in the long term.

The Plan also represents an instrument to increase the Beneficiary's loyalty, as the final allotment of each Shares Tranche is subject to the continuation of the Employment Relationship with the Company.

2.1.1 Reasons and criteria underpinning the relationship between financial instrument-based incentive remuneration and other components of the Beneficiary's total remuneration; purpose of long-term incentive schemes and criteria for defining the time horizon of long-term incentive schemes

The reasons and criteria on the basis of which the Company has established the ratio between the number of the Plan Shares and the other elements of the Beneficiary's total remuneration are aimed, on the one hand, at reconciling the Beneficiary's loyalty-building purposes as set forth in paragraph 2.1 above and, on the other hand, at awarding the Beneficiary a total remuneration in line with the best market practices.

The Plan is developed over a long-term period of five years. This period was considered the most suitable for achieving the incentive and loyalty targets pursued by the Plan.

2.2 Key variables, including in the form of performance indicators considered for the allocation of the financial instrument-based Plan.

The Plan shall have a duration of five years.

In particular, the Plan provides for the allotment to the Beneficiary in advance and against the payment of the Subscription Price – subject to the resolution of the competent bodies and in compliance with the Company's remuneration policy – of 1,382,422 newly issued Shares resulting from a capital increase resolved for the purposes of the Plan, with the exclusion of option rights, pursuant to Article 2441, paragraph 8, of the Italian Civil Code (in accordance with the proxy granted by the Extraordinary Shareholders' Meeting to the Board of Directors pursuant to Article 2443 of the Italian Civil Code on 22 February 2021).

At the end of each Cycle, the Board of Directors, after verifying the fulfilment of the Vesting Conditions, will notify the Beneficiary of the final allotment of the Shares Tranche relating to that Cycle.

For more information on the Performance Targets, please refer to section 2.3 below.

2.2.1 a) More detailed information on factors, including in terms of performance, and criteria used to identify particular features relating to financial instrument-based remuneration

Please refer to paragraphs 2.1 and 2.3.

2.2.1 b) More detailed information on how these arrangements have been identified in relation to directors, general managers, executives with strategic responsibilities, other specific categories of employees or independent contractors for whom plans with special conditions are envisaged, or independent contractors of both the listed company and its controlling companies

Please refer to paragraphs 2.1 and 2.3.

2.2.1 c) more detailed information on the reasons for the choice of the specific remuneration provided for in the same plans, also in relation to the achievement of the identified long-term targets

Please refer to paragraphs 2.1 and 2.3.

2.3 Elements underlying the determination of the amount of the financial instrument-based remuneration, i.e. the criteria for its determination.

With respect to each Cycle, the final allotment of the relevant Shares Tranche is subject to the fulfilment of the Vesting Conditions. The Vesting Conditions also include the achievement of the Performance Targets, as verified by the Board of Directors following its approval of the consolidated financial statements for the financial year of each Cycle.

The “**Performance Targets**” of the Plan are as follows:

- Group EBITDA (50%);
- Group NFP (30%);
- ESG targets (20%).

The Performance Targets for the first three Cycles will be identified in accordance with the Business Plan; for the further two Cycles, on the other hand, the Performance Targets will be drawn up by the Beneficiary and approved by the Company's Board of Directors.

At the end of each Cycle, the Board of Directors, after verifying the fulfilment of the Vesting Conditions, will notify the Beneficiary of the final allotment of the Shares Tranche relating to that Cycle.

With regard to the Financial Performance Targets only (i.e., not to those linked to ESG targets), the Plan provides for a tolerance limit set out as follows (a) in the event of a deviation from the annual Financial Performance Targets of up to 15%, the Shares of the relevant annual Tranche shall all be deemed to be definitively allotted; (b) in the event of a deviation of more than 15% and up to 20%, the Shares of the relevant annual Tranche shall be deemed to be definitively allotted in proportion to the results actually achieved (and therefore each percentage point of deviation shall affect by 20%) (c) in the event of a deviation equal to or greater than 20%, the Beneficiary shall be obliged, each year, to return, within and no later than 10 calendar days from the Board of Directors' ascertainment of the non-achievement of the aforesaid targets, against payment by the Company of the subscription price, the Shares Tranche allotted to him in advance, without any right and/or claim whatsoever, including the effects suffered by reason of the taxation applied at the time of the allotment of such portion of the Shares.

It is understood that, in the event of extraordinary transactions (such as acquisitions, mergers, etc.), the verification of the achievement of the Performance Targets shall be carried out in good faith according to market practices.

2.3.1 (a) More detailed information on the factors taken into account in determining the remuneration

Please refer to paragraph 2.1 above.

2.3.1 b) More detailed information on the elements take into account for changes compared to similar previous plans

Not applicable.

2.3.1 c) More detailed information on how any remuneration granted on the basis of similar previous plans has affected the determination of remuneration under the Plan

Not applicable.

2.3.1 d) More detailed information on the consistency between the elements underlying the determination of remuneration and the targets

The Performance Targets – as the basis for the determination of remuneration – are defined in line with the purposes set out in paragraph 2.1 above.

2.4 Reasons for any decision to award financial instrument – based remuneration plans not issued by Antares Vision, such as financial instruments issued by subsidiaries or, parent companies or third-party companies with respect to the group which the issuer belongs to; if these instruments are not traded on regulated markets, information on the criteria used to determine the value attributable to them.

Not applicable.

2.5 Findings on significant tax and accounting implications with an impact on the definition of the Plan.

The drafting of the Plan did not involve any significant tax or accounting assessments.

2.6 Potential support for the Plan from the Special Fund for incentivising employee participation in companies under Article 4(112) of Law No. 350 of 24 December 2003.

The Plan does not receive any support from the Special Fund for incentivising employee involvement in companies under Article 4(112) of Law No. 350 of 24 December 2003.

3. APPROVAL PROCEDURE AND TIME FRAME FOR ALLOTING THE INSTRUMENTS

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

On 22 January 2024, the Board of Directors resolved, upon the proposal and subject to the favourable opinion of the Remuneration Committee met on the same date, to submit the adoption of the Plan to the Ordinary Shareholders' Meeting (convened, in a single call, on 28 February 2024).

The Ordinary Shareholders' Meeting is also called upon to resolve on the granting of powers to the managing body, with the right to sub-delegate, for the implementation and management of the Plan implementation.

3.2 Indicating the persons entrusted with the administration of the Plan and their functions and competence.

The administration and implementation of the Plan is entrusted to the Board of Directors.

Within the framework of the Plan, the Remuneration Committee performs all the functions assigned to it by the Corporate Governance Code.

3.3 Any existing procedures for reviewing the Plan also in connection with any potential changes in the basic objectives.

As of the date of this Information Document, there are no procedures for reviewing the Plan.

The Ordinary Shareholders' Meeting convened for 28 February 2024 will also be called upon to resolve on the conferral on the Board of Directors, with the express right to sub-delegate, of all the broadest powers that are necessary or appropriate in order to a) manage, administer and fully implement the Plan; b) draw up and/or finalise any document necessary or appropriate in relation to the implementation of the Plan; c) make any amendments and/or additions to the plan and the related documentation deemed necessary and/or appropriate in order to pursue the purposes of the Plan more efficiently, also if changes are made to the applicable legislation; and d) perform any act, fulfilment, formality, communication that is necessary or appropriate for the management and/or implementation of the Plan, including the disclosure to the market, pursuant to the applicable laws and regulations, as well as in general for the execution of the relevant resolution.

3.4 Description of the methods for determining the availability and allotment of financial instruments on which the Plan is based (e.g. allotment of shares free of charge, capital increases excluding option rights, purchase and sale of treasury shares).

The Plan provides for the allotment to the Beneficiary in advance and against the payment of the Subscription Price – subject to the resolution of the competent bodies and in compliance with the Company's remuneration policy – of 1,382,422 newly issued Shares resulting from a capital increase, with the exclusion of option rights, pursuant to Article 2441, paragraph 8, of the Italian Civil Code, for the purposes of the Plan (in accordance with the proxy granted by the Extraordinary Shareholders' Meeting to the Board of Directors pursuant to Article 2443 of the Italian Civil Code on 22 February 2021).

3.5 The role of each director in determining the characteristics of the Plan; potential occurrence of situations of conflict of interest for the directors concerned.

The process of defining the Plan was carried out by the Board, without the decisive input of individual directors.

The Board of Directors resolutions were passed unanimously of those in attendance, upon the proposal and favourable opinion of the Remuneration Committee.

3.6 Date of the resolution approved by the Company's board responsible for submitting to the Shareholders' Meeting the approval of the Plan and any proposal by the Remuneration Committee, if any

On 22 January 2024, the Board of Directors resolved, upon the proposal and subject to the favourable opinion of the Remuneration Committee met on the same date, to submit the adoption of the Plan to the Ordinary Shareholders' Meeting (convened, in a single call, on 28 February 2024).

3.7 Date of the resolution adopted by the corporate body responsible for the instruments allotment and any proposal to the above-mentioned board presented by the Remuneration Committee

The Ordinary Shareholders' Meeting to approve the Plan has been convened on 28 February 2024 in a single call.

In the event that the Plan is approved by the Ordinary Shareholders' Meeting, the Board of Directors will be convened from time to time to take the decisions relevant to the implementation of the Plan.

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

On the date of the Board of Directors' resolution held on 22 January 2024, the official closing price of the Shares was EUR 1.598 per Share.

3.9 In the event of plans based on financial instruments traded on regulated markets, according to what terms and in accordance with what procedures does the issuer take into account, in the context of determining the timing of the allotment of the instruments in implementing the plans, the fact that (i) said allotment or any decisions taken in this regard by the remuneration committee, and (ii) the disclosure of any relevant information under Article 17 of Regulation (EU) No. 596/2014, may occur simultaneously

When the Board of Directors adopted the resolution of 22 January 2024 concerning the Plan, notice was given to the market pursuant to and for the purposes of the applicable laws and regulations.

During the implementation of the Plan, the market will be informed, where required by the laws and regulations in force from time to time.

The Beneficiary shall comply with the provisions on the insider dealing provided for by the applicable laws and regulations, in particular with regard to transactions involving the disposal of the Plan Shares.

4. THE CHARACTERISTICS OF ALLOCATED INSTRUMENTS

4.1 Description of the Plan forms

The Plan provides for the allotment to the Beneficiary in advance and against the payment of the Subscription Price – subject to the resolution of the competent bodies and in compliance with the Company's remuneration policy – of 1,382,422 newly issued Shares resulting from a capital increase resolved for the purposes of the Plan, with the exclusion of option rights, pursuant to Article 2441, paragraph 8, of the Italian Civil Code (in accordance with the proxy granted by the Extraordinary Shareholders' Meeting to the Board of Directors pursuant to Article 2443 of the Italian Civil Code on 22 February 2021).

At the end of each Cycle, the Board of Directors, after verifying the fulfilment of the Vesting Conditions, will notify the Beneficiary of the final allotment of the Shares Tranche relating to that Cycle.

4.2 The actual Plan implementation period, also with reference to any different cycles envisaged.

Please refer to paragraphs 2.2, 2.3 and 4.1.

4.3 The term of the Plan

The Plan is developed over a long-term period of five years.

In the event of a change of control following a full takeover bid, the Beneficiary will remain the assignee of all the Plan Shares with acceleration of vesting; therefore, the Plan Shares will be definitively allotted by the first day of acceptance of the offer. In that case, any obligations to make the Plan Shares unavailable will also cease to apply. If the change of control does not take place as a result of the failure of the takeover bid, if any, the Plan will continue to be implemented under ordinary regime.

4.4 The maximum number of financial instruments, including in the form of options, allotted in each fiscal year in relation to the persons identified by name or the categories indicated.

Not applicable.

4.5 The procedures and conditions for the implementation of the Plan, specifying whether the actual allotment of the instruments is subject to the occurrence of conditions or achieving certain results, including performance results; description of such conditions and results.

Please refer to paragraphs 2.2, 2.3 and 4.1.

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

The unvested Plan Shares are allotted to the Beneficiary in his own name and are therefore not transferable by *inter vivos* deed, either for whole or partial rights. Each Shares Tranche, once finally allotted, will be subject to a lock-up period of 24 months from the Final Allotment Date.

When the Vesting Conditions fulfilment is pending, the Beneficiary may not dispose of, sell or dispose of the unvested Plan Shares. This provision shall also apply in the event of a dispute between the Beneficiary and the Company as to the occurrence of a Good Leaver or Bad Leaver event until such time as a court or arbitration decision is rendered deciding on the qualification of the leaver event.

4.7 Description of any conditions subsequent in relation to allocating the plans in the event that the recipients carry out hedging transactions that allow them to neutralise any prohibitions on the sale of allotted financial instruments, including in the form of options, or financial instruments resulting from the exercise of such Shares [options].

Not applicable.

4.8 Description of effects resulting from the termination of Employment Relationship

The termination of the Employment Relationship between the Beneficiary and the Company during the term of the Plan is governed as described below.

In the event of the termination of the Employment Relationship due to a Good Leaver event, the Beneficiary shall keep the Plan Shares that may have been vested in the previous financial years and, upon achievement of the relevant annual Performance Targets, the Shares Tranche of the year in which the termination of the Employment Relationship occurs.

In the event of termination of the Employment Relationship due to a Bad Leaver event, the Beneficiary shall keep the Plan Shares that may have been vested in the previous financial years, but shall be obliged to return, within and no later than 10 calendar days from the occurrence of the Bad Leaver event, against payment by the Company of the subscription price, all the unvested Shares, without any right and/or claim whatsoever, including the effects suffered as a result of the taxation applied at the time of allotment.

4.9 Indication of any other reasons for cancellation of the Plan

Without prejudice to the above paragraphs, there are no grounds for cancellation of the Plan.

4.10 The reasons for any provision for “redemption” by the Company of the financial instruments covered by the Plan, pursuant to Article 2357 *et seq.* of the Italian Civil Code; the beneficiaries of the redemption, indicating whether it is intended only for particular categories of employees; the effects of the termination of Employment Relationship on such redemption.

The Plan provides Claw-back clauses.

In particular, if, in the 3 (three) years following the final allotment of the Plan Shares, it is noted that the allotment was made on the basis of clearly erroneous data (this also includes the case in which the Beneficiary is responsible for calculation errors in the determination of one or more of the Performance Targets) or of a wilful change of the data used for such determination or of the determination of one or more of the Performance Targets through conduct contrary to the law and/or company regulations (violation of the Organisational, Management and Control Model and code of ethics pursuant to Legislative Decree 231/2001 or Company or of the Group companies' internal procedures), within and no later than 10 calendar days from the Board of Directors' ascertainment of the occurrence of the claw back event, the Beneficiary shall return to the Company – against payment by the latter of the subscription price – all the Plan Shares (vested and unvested), without any right and/or claim whatsoever, including the effects suffered as a result of the taxation applied at the time of their assignment.

4.11 Any loans or other facilities intended to be granted for the purchase of shares under Article 2358 of the Italian Civil Code.

Not applicable.

4.12 Assessment of the expected cost for the company at the date of the relevant allotment, as can be determined based on the terms and conditions already established, by total amount, and in relation to each instrument of the Plan.

Since the Plan Shares will all be newly issued Shares resulting from a capital increase resolved for the purposes of the Plan, with the exclusion of option rights, pursuant to Article 2441, paragraph 8, of the Italian Civil Code (in accordance with the proxy granted by the Extraordinary Shareholders' Meeting to the Board of Directors pursuant to Article 2443 of the Italian Civil Code on 22 February 2021), no charges are envisaged for the purchase of Shares, without prejudice to the provisions of the Plan in relation to the cases of the return of the Plan Shares by the Beneficiary (as described in sections 2.2, 2.3, 4.8 and 4.10 of this Information Document). The administrative and management expenses of the Plan, not yet exactly quantifiable, are in any case to be considered not significant.

4.13 Any diluting effects on the capital caused by the Plan

The Plan Shares will all be newly issued Shares resulting from a capital increase, with the exclusion of option rights, pursuant to Article 2441, paragraph 8, of the Italian Civil Code, for the purposes of the Plan (in accordance with the proxy granted by the Extraordinary Shareholders' Meeting to the Board of Directors pursuant to Article 2443 of the Italian Civil Code on 22 February 2021), corresponding to approximately 2% of the current ordinary share capital.

Following to the capital increase, the Company's Shares will increase from 69,121,137 Shares existing at the date of this Information Document to 70,503,559 Shares, with a dilutive effect of 1.96% on the ordinary share capital and 1.23% on the total voting rights.

4.14 – 4.22

These paragraphs, as they relate to the granting of stock options, are not applicable to the Plan.

4.23 Criteria for adjustments made necessary as a result of extraordinary capital transactions and other transactions involving changes in the number of underlying instruments (capital increases, extraordinary dividends, regrouping and splitting of underlying shares, mergers and demergers, conversion into other share classes, etc.).

Should events not specifically covered by the Plan occur, such as:

- i. extraordinary transactions on the Company's capital, such as, by way of example but not limited to, capital reductions due to losses by cancellation of shares, increases in the Company's capital, either free of charge or against payment, under option to shareholders or with the exclusion of option rights, also to be paid for by contribution in kind, grouping or splitting of shares liable to affect the shares,
- ii. merger or demerger, purchase or sale of shareholdings, companies or branches of companies or
- iii. statutory or regulatory changes or other events that may affect the rights under this Plan, the Antares Vision shares and the Company

the Board of Directors may make to the Plan, without the need for further approval by the shareholders' meeting of the Company, after hearing the opinion of the Remuneration Committee, all the amendments and supplements deemed necessary or appropriate to keep the substantial and economic contents of the Plan unchanged, within the limits allowed by the laws applicable from time to time.

4.24 Table

As of the date of this Information Document, the Plan has not yet been approved by the Antares Vision Shareholders' Meeting.

The information set forth in Table No. 1 attached to Template 7 of Annex 3A of the Issuers' Regulations, if applicable, will be provided, from time to time, pursuant to Article 84 *bis*, paragraph 5, letter a) of the Issuers' Regulations.