

*Salvatore Ferragamo*

**INFORMATION DOCUMENT ON THE 2016 - 2020 STOCK GRANT PLAN FOR FERRAGAMO GROUP'S MANAGEMENT, DRAFTED PURSUANT TO ART. 114-BIS OF LEGISLATIVE DECREE No. 58/98 AND TO ART. 84-BIS OF REGULATION No. 11971 APPROVED BY CONSOB WITH ITS DECISION OF MAY 14, 1999 AS AMENDED.**

**FLORENCE, March 14, 2017**

**(Update of the document published on March 18, 2016)**

**Definitions**

In addition to the terms defined in other paragraphs of this information document, for the purpose hereof the terms listed here below shall have the meaning specified next to each one:

- “Grant” means the free-of-charge grant of the Rights to each Beneficiary, as resolved by the Board of Directors, for each Cycle of the Plan in 2016 (1st Cycle) and 2017 (2nd Cycle).
- “Shareholders’ Meeting” means the meeting of the Company's shareholders.
- “Allotment” means the determination, after verifying the achievement of the Performance Objectives, of the number of Stocks to be received by each Beneficiary on a free-of-charge basis, as resolved by the Board of Directors, after consulting the Compensation and Appointment Committee, at the end of the Performance Period, for each one of the Cycles of the Plan in 2019 (1st Cycle) and 2020 (2nd Cycle).
- “Stocks” means the Company's ordinary Stocks, as quoted on the Electronic Stock Exchange organized and managed by Borsa Italiana S.p.A., each one of the nominal value of Euros 0.10.
- “Beneficiaries” means the addressees of the Plan, according to paragraph 1 of the Information Document, as identified by the Board of Directors, after consulting the Compensation and Appointment Committee, for each Cycle of the Plan starting in 2016 (1st Cycle) and 2017 (2nd Cycle). Participation in the 1st Cycle of the Plan does not entail the right to participate in the next Cycle.

“Change of control”	means the change of control of the Company pursuant to the current regulations.
“Cycles of the Plan”	the Plan includes two Cycles with Grants in 2016 (1st Cycle) and 2017 (2nd Cycle).
“Claw-back”	means the clause on whose basis the Company shall have the right to ask Beneficiaries to return any Stocks allotted according to this Plan, should they have been received based on data that afterwards prove to be clearly wrong because of one or more Beneficiaries’ lawful, fraudulent or grossly negligent behavior.
“Code”	means the Corporate Governance Code approved by the Corporate Governance Committee of Borsa Italiana S.p.A. in March 2006, as subsequently amended and integrated.
“Compensation and Appointment Committee” ( <i>Compensation Committee e Nomine</i> )	means the committee established by the Company to implement the suggestions contained in the Code.
“Delivery”	means the delivery of the Stocks to each Beneficiary of the Plan after the Allotment resolved by the Board of Directors at the end of the Performance Period for each Cycle of the Plan. The Delivery of the Stocks shall take place in 2019 (1st Cycle) and 2020 (2nd Cycle).
“Board of Directors”	means the Board of Directors of the Company.
“Rights Grant Date”	means the date on which the Board of Directors, after consulting the Compensation and Appointment Committee, indicates, for each Cycle of the Plan, the number of Rights granted to each Beneficiary.
“Stock Allotment Date”	means the date on which the Board of

	<p>Directors, at the end of the Performance Period and after verifying the level of achievement of the Performance Objectives, resolves, for each Cycle of the Plan, the number of Stocks to be allotted to each Beneficiary and instructs the Stock Allotment notice to be sent to Beneficiaries.</p>
“Rights”	<p>means the Rights granted to Beneficiaries to receive the Stocks on a free-of-charge basis at the end of the Performance Period according to the achievement of the Performance Objectives for each Cycle of the Plan.</p>
“Information Document”	<p>means this information document about the Plan, drafted pursuant to article 114-bis of the Consolidated Law on Finance (TUF) and article 84-bis of the Regulations of Issuers.</p>
“Group” or “Ferragamo Group”	<p>means, collectively, the Company and the Italian and foreign companies controlled by the Company according to article 2359 of the Italian civil code.</p>
“Grant Letter”	<p>means the letter that informs the Beneficiaries of their participation in a specific Cycle of the Plan and that contains the maximum number of Rights granted and the Performance Objectives the Stock Allotment is subject to.</p>
“Performance Objectives”	<p>means the objectives of the Plan that the Stock Allotment to each Beneficiary at the end of the Performance Period is subject to, after verifying the level of achievement of the Performance Objectives, for each Cycle of the Plan as defined by the Board of Directors, after consulting the Compensation and Appointment Committee.</p>
“Performance Period”	<p>means the 2016-2017-2018 three-year</p>

	period for the 1st Cycle of the Plan and the 2017-2018-2019 three-year period for the 2nd Cycle of the Plan, in which the achievement of the Performance Objectives is verified.
“Plan”	means the 2016 - 2020 Stock Grant Plan based on financial instruments reserved for the management of the Ferragamo Group.
“Relationship”	means the employment and/or collaboration and/or administration relationship between the Beneficiary and the Company or one of the Subsidiaries.
“Plan Regulations”	means these Regulations, which regulate the Plan implementation terms, characteristics, conditions and methods.
“Regulations of Issuers”	means Consob Regulation no. 11971, approved by resolution dated May 14, 1999, as subsequently amended and integrated.
“Company”	means Salvatore Ferragamo S.p.A., with registered office in Firenze (FI), Via Dei Tornabuoni 2.
“TUF”	means Legislative Decree no. 58 dated February 24, 1998, as subsequently amended and integrated.

## **Introduction**

This Information Document has been drafted pursuant to article 114-bis of the TUF and to article 84-bis of the Regulations of Issuers and consistently, also to the extent of the numbering of the relevant paragraphs, with the instructions given in Scheme 7 of Enclosure 3A to the Regulations of Issuers. It concerns the incentive plan approved by the Stockholders' Meeting of April 21, 2016.

This Information Document is an updated version of the information document already made available to the public at the registered office and on the Company's Website [www.ferragamo.com](http://www.ferragamo.com), Investor Relations/Governance/Remuneration Section, pursuant to law, and was drafted, according to the terms and conditions laid down by the legislation in force, to provide information on the Plan implementation, in compliance with the resolutions passed on this matter by the Board of Directors on June 30, 2016, August 2, 2016 and March 14, 2017.

The Plan is to be deemed of 'particular significance' pursuant to article 114-bis, paragraph 3, of the TUF and to article 84-bis, paragraph 2, letters a) and b), of the Regulations of Issuers.

### **1. Recipients**

#### **1.1 *Reference to the names of the recipients who are members of the Board of Directors of the Company, of the company controlling the Company and of the Subsidiaries.***

On June 30, 2016, August 2, 2016 and March 14, 2017 the Board of Directors, with the favorable opinion of the Remunerations Committee, identified 8 (eight) Beneficiaries falling into this category.

<b>Name</b>	<b>Company</b>	<b>Position</b>
Eraldo Poletto	Salvatore Ferragamo S.p.a.	Chief Executive Officer
Paul Cadman	Companies of the Asia Pacific Region	Director
Christian Foddis	Companies of the Greater China Region	Director
Vincent Ottomanelli	Ferragamo USA Inc.	President
Corinne Ortega	Ferragamo Mexico	President

Alessandro Corsi	Companies of the Europe Region	Director
Carlo Gariglio	Ferragamo Japan K.K.	President
Luciano Bertinelli	Ferragamo Parfums S.p.A.	Chief Executive Officer

**1.2** *Reference to the categories of employees, recipients of the Plan, or to the collaborators of the Company, or of the company controlling the Company, or of the Subsidiaries.*

On June 30, 2016 and March 14, 2017, the Board of Directors, with the favorable opinion of the Remunerations Committee, identified 9 (nine) Managers of the Company or of the Subsidiaries currently holding key positions and having a significant impact on the creation of value for the Company and for the shareholders.

Category	Number
Managers	9

**1.3** *Reference to the names of the recipients of the Plan belonging to the groups mentioned in paragraph 1.3, letters a), b), c), of Enclosure 3A, Scheme 7, to the Regulations of Issuers.*

Among the recipients of the Plan identified by the Board of Directors during the meetings held on June 30, 2016, August 2, 2016 and March 14, 2017 there are none belonging to the groups indicated in paragraph 1.3, letters a), b), c), of Enclosure 3A, Scheme 7, to the Regulations of Issuers.

**1.4** *Description and reference to the number of recipients of the Plan, split by the categories mentioned in paragraph 1.4, letters a), b), c) and d) of Enclosure 3A, Scheme 7, to the Regulations of Issuers.*

During the meetings held on June 30, 2016 and March 14, 2017, the Board of Directors, after consulting the Remunerations Committee, identified 2 (two) Beneficiaries currently in office belonging to the category indicated in paragraph 1.4, letter a) of Enclosure 3A, Scheme 7, to the Regulations.

Category	Number
Managers with strategic responsibilities	2

## **2. Reasons motivating the adoption of the Plan**

### **2.1 Aims of the Plan**

The Company sets itself aims to be achieved by implementing the Plan, namely, incentivizing the Group's key resources, thus favoring loyalty by awarding instruments representing the Company's value, based on the achievement of Performance Objectives established beforehand.

The fundamental aims of the Plan may be summarized as follows:

- (i) align the Beneficiaries' remuneration with the interests of the shareholders and with the Code's provisions;
- (ii) foster the loyalty of the Group's key resources;
- (iii) guide management towards decisions that pursue the creation of value for the Group in the medium-long term.

The Plan is structured in two Cycles:

- 1st Cycle: with 2016/2018 Performance Period;
- 2nd Cycle: with 2017/2019 Performance Period.

Each Cycle provides for:

- the Grant of a certain number of Rights to the Beneficiaries;
- a three-year Performance Period;
- the Allotment and Delivery of the Stocks subject to the Board of Directors' checking of the Performance Objectives achieved in the three-year period.

The Board of Directors deems that an incentive plan based on the accrual of the right to a free allotment of shares extended in the medium term and based on the Performance Objectives is the most effective incentive instrument, which best meets the interests of the Company and of the Group.

In particular, the three-year Performance Period allows the Beneficiaries to avail themselves of an adequate period of time in order to obtain the financial benefits of the Plan, consistently with the aims of loyalty and of aligning the interests of management and of the Shareholders in the medium-long term as pursued by the Plan.

The Plan is included in the group of instruments used by the Company to supplement the fixed component of the pay package of strategic resources through variable components based on some Performance Objectives, according to the best market practices approach.



**2.2. Key variables and performance indicators.**

The Allotment of the Stocks for each of the two Cycles is conditional upon the achievement of the Performance Objectives related to the 2016/2018 three-year period (1st Cycle) and to the 2017/2019 three-year period (2nd Cycle).

The Board of Directors will identify the Performance Objectives for each Cycle upon the Grant of the Rights, which will consist of benchmarks aimed at measuring the Company's stock exchange performance, such as the Total Shareholder Return compared to a specifically identified peer group and to the Company's economic and financial performance.

For the 1st Cycle (2016/2018), the selected performance indicators are the relevant Total Shareholder Return (TSR) and the consolidated Gross Profit (before taxes).

The identified Performance Objectives will be measured with respect to the specific three-year period of each Cycle: the 2016/2018 three-year period for the 1st Cycle and the 2017/2019 three-year period for the 2nd Cycle.

A detailed list of the Performance Objectives for each Cycle and of the relevant incentive curve will be communicated to the Beneficiaries in the Grant Letter to be signed by the Beneficiaries by way of acceptance no later than 15 days as from receipt thereof, otherwise, said Grant Letter will no longer be effective.

**2.3 Criteria for calculating the number of Stocks to be granted.**

The Grant of the Rights for each of the two Cycles of the Plan will be carried out by the Company's Board of Directors after consulting the Remunerations and Appointments Committee.

On June 30, 2016, August 2, 2016 and March 14, 2017 the Board of Directors, after consulting the Compensation and Appointment Committee, identified a total of 19 Beneficiaries, and determined the number of Rights to be granted to each Beneficiary taking into consideration the position held by each Beneficiary and the importance of the function within the Ferragamo Group. In particular, the Board of Directors granted to the 19 Beneficiaries a total of 240,000 Rights to receive just as many Ordinary Stocks of the Company on a free-of-charge basis.

The Grant for the 2<sup>nd</sup> Cycle will take place no later than June 30, 2017.

The Board of Directors may contemplate further Grants in favor of Beneficiaries having entered the Group during the period of effectiveness of the Plan.

The Board of Directors will calculate the number of Rights to be granted to the Beneficiaries for the 2<sup>nd</sup> Cycle of the Plan at the moment of the Grant, after consulting the Compensation and Appointment Committee.

In calculating the number of Rights to be granted to each single Beneficiary, the Board of Directors will mainly take into account the role held and the significance of the position within Ferragamo Group.

**2.4 Reasons underlying a possible decision to award remuneration plans based on financial instruments not issued by the Company.**

Not applicable. The Plan is only based on the Company's Stocks.

**2.5 Considerations on significant tax and accounting implications.**

The Plan's layout has not been affected by significant tax or accounting considerations. In particular, in so far as tax issues are concerned, reference will be made to the jurisdiction of the country of residence of each single Beneficiary.

**2.6 Possible aid to the Plan by the special Fund for incentivizing workers' participation in companies, pursuant to article 4, paragraph 112, of Law No. 350 of 24 December 2003.**

The Plan receives no aid whatsoever from the special Fund for incentivizing workers' participation in companies, pursuant to article 4, paragraph 112, of Law No. 350 of 24 December 2003.

**3. Approval procedure and timing for granting the instruments**

**3.1 Powers and duties delegated by the Shareholders' Meeting to the Board of Directors for Plan implementation purposes**

On March 17, 2016 and after consulting the Compensation and Appointment Committee during a meeting held on March 14, 2016, the Board of Directors decided to submit the Plan's approval to the ordinary Shareholders' Meeting.

On April 21, 2016, the Shareholders' Meeting approved the Plan and granted the Board of Directors the power, after consulting the Compensation and Appointment Committee, to: (i) implement the Plan; (ii) identify the

Beneficiaries by name; (iii) calculate the number of Rights to be granted to each single Beneficiary; (iv) prepare and approve the documentation related to the implementation of the Plan.

### **3.2 Parties in charge of managing the Plan**

The Board of Directors has the authority to manage the Plan.

The Board of Directors will be granted all powers to implement the Plan including, for instance:

- (i) the power to identify the Beneficiaries;
- (ii) the power to check that the Performance Objectives for the Allotment of the Stocks are achieved;
- (iii) the power to ask the Beneficiaries to return the Stocks allotted, if any, based on the Plan, if the Stocks were received based on data proving to be clearly wrong at a later stage due to unlawful, willful or gross negligent behaviors by one or more Beneficiaries (Claw-Back);
- (iv) the power to define the terms and conditions for the Allotment of the Stocks in the event of Change of Control or delisting;
- (v) the power to modify the Plan as per paragraph 3.3 hereunder.

In exercising the powers granted to the Board of Directors by the Shareholders' Meeting of April 21, 2016 in connection with the Plan, the Board of Directors may delegate its own powers, duties and responsibilities as regards the performance of the aforesaid Plan to one or more of its members.

### **3.3 Existing procedures for reviewing the Plan**

If deemed necessary or expedient to keep the essential contents of the Plan unchanged to the greatest possible extent and within the limits permitted by the laws and regulations in force from time to time, the Company's Board of Directors will regulate the rights arising and/or amend and/or supplement the terms and conditions for the Grant of the Rights upon completion, amongst others, of the following transactions: split or pooling of the Stocks; the Company's free share capital increase; paid capital increase; distribution of extraordinary dividends to the Stocks; share capital reductions for losses by annulling the Stocks.

In the event of Change of Control or of delisting, the Stocks may be allotted to the Beneficiaries prior to the dates laid down in the Plan Regulations at the final discretion of the Board of Directors.

The Board of Directors has the duty to set forth the terms and conditions for the allotment of the Stocks in the event of Change of Control or delisting.

As regards the Change of Control, reference is hereby made to the cases contemplated by the applicable law provisions.

**3.4 Procedures for ascertaining the availability and Grant of the Stocks**

The Stocks servicing the Plan may be retrieved, at the discretion of the Board of Directors, in compliance with the applicable law provisions, (a) from a free share capital increase pursuant to section 2349, paragraph 1, of the Civil Code, approved by the extraordinary Shareholders' Meeting convened on April 21, 2016 and/or (b) from the stocks purchased on the market and/or otherwise held by the Company pursuant to and to the extent of section 2357 et seq. of the Civil Code, as well as pursuant to and to the extent of article 132 of the TUF.

**3.5 Role held by each single Director in setting out the Plan's features; possible conflict of interest situations.**

The Company's Compensation and Appointment Committee has been involved in the different phases for drafting the Plan.

The Beneficiaries of the Plan include a Director of the Company. The resolutions of the Board of Directors of June 30, 2016, August 2, 2016 and March 14, 2017 concerning the Grant of Rights were passed in compliance with the applicable law and regulatory provisions. The resolutions of the Board of Directors concerning the Allotment of Stocks will be passed in compliance with the applicable law and regulatory provisions.

**3.6 Date of the decision made by the competent body for proposing the Plan's approval to the Shareholders' Meeting and of the opinion of the Compensation and Appointment Committee, if any.**

In its meeting held on March 14, 2016, the Compensation and Appointment Committee gave its own opinion on the Plan.

In its meeting held on March 17, 2016, the Board of Directors decided to submit the adoption of the Plan to the approval of the ordinary Shareholders' Meeting convened on April 21, 2016.

At the above-mentioned meeting held on March 17, 2016, the Board of Directors thus approved, following the Compensation and Appointment Committee's favorable opinion, this Information Document and the directors' explanatory report on the remuneration plan under article 114-bis of the TUF having as purpose the Information Document.

**3.7 Date of the decision made by the competent body for granting the instruments and of the opinion, if any, given to the above-mentioned body by the Compensation and Appointment Committee.**

The Board of Directors will grant the Rights contemplated by the Plan to the Beneficiaries, for each of the two Cycles of the Plan, after consulting the Compensation and Appointment Committee.

On June 30, 2016, August 2, 2016 and March 14, 2017, the Board of Directors, after consulting the Compensation and Appointment Committee, identified a total of 19 Beneficiaries currently in office, and determined the number of Rights to be granted to each Beneficiary. In particular, the Board of Directors granted to the 19 Beneficiaries a total of 240,000 Rights to receive just as many Ordinary Stocks of the Company on a free-of-charge basis.

The Grant for the 2nd Cycle will take place no later than June 30, 2017.

The Board of Directors may contemplate further Grants in favor of the Beneficiaries entering the Group after such dates during the period of effectiveness of the Plan.

The Board of Directors will allot the underlying Stocks to the Beneficiaries for each of the two Cycles of the Plan after consulting the Compensation and Appointment Committee, subject to the achievement of the Performance Objectives, at the end of the Performance Period and for each Cycle and, in particular, following the approval by the Shareholders' Meeting of the Financial Statements for 2018 Financial Year for the 1st Cycle and of the Financial Statements for 2019 Financial Year for the 2nd Cycle.

The dates for the Grant of the Rights for the second Cycle, and for the Allotment of the Stocks of both Cycles will be disclosed pursuant to the terms and conditions under article 84-bis, paragraph 5, letter a), of the Regulations of Issuers.

**3.8 The market price for the Stocks recorded on the dates mentioned under paragraphs 3.6 and 3.7 above**

As at March 14, 2016 and as at March 17, 2016, dates on which the Compensation and Appointment Committee and the Board of Directors held their respective meetings in order to examine the Plan to be submitted to the Shareholders' Meeting, the official Stock Exchange price for the Stocks was EUR 22.59 and 21.93, respectively.

On the dates of the meetings of the Compensation and Appointment Committee and of the Board of Directors, held to define the Grant of Stocks for the 1<sup>st</sup> Cycle, the official Stock Exchange price for the Stocks was as follows:

Corporate body	Date of the meeting	Price of the stocks
Compensation	June 21, 2016	EUR 19.59

Committee		
Board of Directors	June 30, 2016	EUR 18.02
Board of Directors	August 2, 2016	EUR 20.76
Compensation Committee	March 9, 2017	EUR 28.25
Board of Directors	March 14, 2017	EUR 28.37

The price for the Stocks at the moment of the Grant of the Rights per il secondo Ciclo and the dates of the Allotment of the Stocks dei due Cicli by the Board of Directors will be communicated pursuant to the terms and conditions under article 84-bis, paragraph 5, letter a), of the Regulations of Issuers.

**3.9 Procedures adopted by the Company in connection with the possible time coincidence between the date of granting of the Stocks or of the possible decisions on the subject matter by the Compensation and Appointment Committee, and the spreading of relevant information under article 114, paragraph 1, of the TUF.**

Please note that it has not been necessary to take any such measures, since the Stocks will only be allotted at the end of the Performance Period for each of the two Cycles of the Plan and subject to the achievement of the Performance Objectives (cf. paragraph 4.5). Consequently, the possible spreading of privileged information at the moment of the grant of the Rights would be irrelevant for the Beneficiaries who, at that time, could not carry out any transaction over the Stocks, since the respective Allotment and Delivery is postponed to a moment following that of the Grant of the Rights.

**4. The characteristics of the allotted instruments.**

**4.1 Structure of the Plan**

The Plan has as scope the Grant, for free, to the Beneficiaries of Rights to the free Allotment of a maximum overall number of 600,000 Stocks for the two Cycles of the Plan subject to the achievement of the Performance Objectives.

The Rights will be granted to the Beneficiaries in a personal capacity only and may not be transferred by way of an inter vivos deed, nor may they be subject to restrictions or fall within the scope of other deeds of disposal by any way whatsoever.

#### **4.2 Period of effective implementation of the Plan also with respect to possible different cycles envisaged**

The Plan is structured in two Cycles:

- 1<sup>st</sup> Cycle: with 2016/2018 Performance Period;
- 2<sup>nd</sup> Cycle: with 2017/2019 Performance Period.

Each Cycle includes:

- the Grant of a certain number of Rights to the Beneficiaries;
- a three-year Performance Period;
- the Allotment and the Delivery of the Stocks subject to the Board of Directors checking the Performance Objectives achieved in the three-year period.

The Stocks allotted at the end of the Performance Period for each of the two Cycles of the Plan and subject to the achievement of the Performance Objectives, after having fulfilled all civil law as well as administrative and accounting requirements connected with making the Stocks available, will be delivered to each single Beneficiary on the date mentioned in the Allotment notice and, in any event, no later than June 30, 2019 for the 1st Cycle and no later than June 30, 2020 for the 2nd Cycle.

#### **4.3 Duration of the Plan**

The 1st Cycle of the Plan will end on June 30, 2019 or, if earlier, on the date of Delivery of the Stocks to the Beneficiaries of the 1st Cycle. The 2nd Cycle of the Plan will end on June 30, 2020 or, if earlier, on the date of Delivery of the Stocks to the Beneficiaries of the 2nd Cycle.

#### **4.4 Maximum quantity of Stocks under the Plan**

The Plan has as scope Rights to receive, for free, a maximum number of 600,000 Stocks.

#### **4.5 Procedure and clauses for implementing the Plan**

The free Allotment of the Stocks for each of the two Cycles of the Plan is conditional (i) upon the achievement of specific Performance Objectives; as well as (ii) upon the fact that the Relationship exists as at the Stock Allotment Date related to each of the two Cycles of the Plan.

The Relationship will not be deemed to exist in the event of dismissal or resignation prior to the Stock Allotment Date related to each of the two Cycles of the Plan, and this also in the event that the termination of the Relationship

becomes effective after the above-mentioned Stock Allotment Date, as a result of the notice required by contract or for any other reason whatsoever.

The Board of Directors will identify the Performance Objectives for each Cycle upon the Grant of the Rights, after consulting the Compensation and Appointment Committee, and will consist of benchmarks aimed at measuring the Company's stock exchange performance, such as the Total Shareholder Return compared to a specifically identified peer group and the Company's economic and financial performance.

For the 1st Cycle (2016/2018), the selected performance indicators are the relevant Total Shareholder Return (TSR) and the consolidated Gross Profit (before taxes).

#### **4.6 Availability restrictions burdening the Stocks**

The granted Rights are personal, non-transferable and may not be disposed of inter vivos, and may not be pledged or be subject to guarantee. The Rights will become ineffective following the attempted transfer or negotiation including, by way of example, any transfer attempt by way of an inter vivos deed or, by way of applying law provisions, pledge or another real property right, seizure and attachment.

#### **4.7 Possible conditions subsequent in connection with the Plan in the event that the recipients carry out hedging transactions.**

The carrying out of hedging transactions over the granted Rights by the Beneficiaries prior to the Allotment of the Stocks will entail the forfeiture of the Rights.

#### **4.8 Description of the effects leading to the termination of the employment contract.**

In the event of termination of the Relationship on a date prior to the Stock Allotment Date following: (i) the dismissal by the Company for just cause or justified by subjective grounds ascribable to the Beneficiary, or (ii) voluntary resignation by the Beneficiary, the Beneficiary will finally forfeit the granted Rights.

In all cases of termination of the Relationship - on a date prior to the Stock Allotment Date - other than those under the paragraph above, the Beneficiary (or his/her heirs) may totally or partially keep, if necessary, the granted Rights only following the relevant resolution of the Board of Directors, which will have the duty to make all relevant decisions at its sole discretion.

The Relationship will be deemed terminated on a date prior to the Stock Allotment Date in the event of dismissal or resignation communicated prior to



the Stock Allotment Date, and this also should the termination of the Relationship become effective following the Stock Allotment Date as a result of the notice required by contract or for any other reason whatsoever.

It being hereby understood that, in the event of transfer of the Relationship from the Company or from the Subsidiary to another Group company and/or in the event of termination of the Relationship and concomitant creation of a new Relationship within the Group, the Beneficiary will keep the granted Rights, *mutatis mutandis*.

#### **4.9 Reference to other possible causes of cancellation of the Plan**

If, following the entering into force of primary and/or secondary laws and regulations (also on social security and tax) and/or following the issue of official interpretation clarification and/or following changes to the existing interpretation related to applicable laws and regulations, the implementation of the Plan were to entail additional burdens not contemplated for the Company at present, of tax and/or social security nature, or of any other nature whatsoever, the Plan would be temporarily suspended, changed or cancelled.

In this case, the Company would incur no liability whatsoever for damages, indemnification or other burdens by any way whatsoever against the Beneficiaries, and in no way would any of the Beneficiaries be entitled to claim anything against the Company in connection with the Rights granted thereto to receive not yet allotted Stocks for free.

#### **4.10 Reasons concerning a possible 'redemption' by the Company of the financial instruments under the Plan.**

Please note that the Plan does not provide for any right of redemption by the Company.

#### **4.11 Possible loans or other facilities for purchasing the Stocks**

No loans or other facilities for purchasing the Stocks are contemplated, since the Stocks are allotted for free.

#### **4.12 Reference to estimates of the expected burden for the Company as at the date of the relevant grant, as may be calculated based on the already fixed terms and conditions, per overall amount and in connection with each single instrument of the Plan.**

The expected burden for the Company in connection with the 1<sup>st</sup> Cycle of the Plan consists of the fair value of the Stocks servicing the Plan, which on March 14, 2017 - based on the granted Rights - totalled EUR 3,470,468. The information related to the overall cost of the Plan will be given as per and to

the extent mentioned under article 84-bis, paragraph 5, letter a), of the Regulations of Issuers.

**4.13 Possible diluting effects caused by the Plan.**

The Plan's diluting effect is equal to 0.35%.

**4.14 Possible limits for exercising the respective vote and for the allotment of property rights**

There are no limits to the exercise of property rights and of voting rights in connection with the Stocks to be allotted under the Plan.

**4.15 Information related to the grant of the Stocks not traded on the regulated markets**

Not applicable

**4.16 - 4.23**

Not applicable

**4.24 TABLE**

Table No. 1 under paragraph 4.24 of Scheme 7 of Enclosure 3A to the Regulations of Issuers will be supplied as per and to the extent mentioned under article 84-bis, paragraph 5, letter a), of the Regulations of Issuers.



**COMPENSATION PLANS BASED ON FINANCIAL INSTRUMENTS**

**Table no. 1 of Scheme 7 of Enclosure 3A to the Regulation no. 11971/1999 for the 1<sup>st</sup> Cycle of the 2016-2020 Plan**

**March 14, 2017**

Name and surname or category	Position	<b>CHART 1</b>						
		Financial instruments other than stock options						
		<u><b>Section 2</b></u>						
		Newly granted instruments according to the decision of the body responsible for implementing the Meeting resolution						
		Date of the Meeting resolution	Type of financial instruments	Number of financial instruments	Date of grant	Instrument purchase price, if any	Market price upon grant	Vesting period
Eraldo Poletto	Chief Executive Officer of Salvatore Ferragamo	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	70,000	August 2, 2016	-		2016-2018

# Salvatore Ferragamo

	S.p.A.							
Paul Cadman	Director of Ferragamo Hong Kong Ltd.	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	10,000	June 30, 2016	-		2016-2018
Christian Foddis	Director of Ferragamo Hong Kong Ltd.	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	10,000	June 30, 2016	-		2016-2018
Vincent Ottomanelli	President of Ferragamo USA Inc.	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	10,000	June 30, 2016	-		2016-2018
Corinne Ortega	President of Ferragamo Mexico .	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	10,000	June 30, 2016	-		2016-2018
Carlo Gariglio	President of Ferragamo Japan KK	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	10,000	March 14, 2017	-		2016-2018

# Salvatore Ferragamo

Luciano Bertinelli	Chief Executive Officer of Ferragamo Parfums S.p.A.	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	15,000	June 30, 2016	-		2016-2018
Alessandro Corsi	CEO for Europe Region	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	10,000	June 30, 2016			2016-2018
Issuer's managers with strategic responsibilities for whom the indication per category is required	2	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	30,000	June 30, 2016 and March 14, 2017	-		2016-2018
Managers	9	April 21, 2016	Rights to receive Salvatore Ferragamo Stocks on a free-of-charge basis subject to certain conditions	65,000	June 30, 2016 and March 14, 2017	-		2016-2018