

MAPS S.P.A.

CODE OF CONDUCT FOR INTERNAL DEALING

Approved by the Board of Directors on 15 February 2019, and last updated on 22 November 2024

1. FOREWORD

This code of conduct for internal dealing (the “**Code of Conduct**” or the “**Code**”), approved by the Board of Directors of Maps S.p.A. (the “**Company**”) at the meeting held on 15 February 2019, and last updated on 22 November 2024, is adopted in implementation of the EU and national provisions applicable from time to time regarding the obligations to disclose to the public, the authority and the Company the Relevant Transactions (as identified below) carried out by Relevant Parties (as defined below) and Closely Associated Persons (as defined below).

The provisions of this Code shall come into force as from the filing of the application for admission to trading of the financial instruments issued by the Company on Euronext Growth Milan organized and managed by Borsa Italiana S.p.A.

Compliance with the rules set out in the Code does not exempt Relevant Parties (as defined below) and Closely Associated Persons (as defined below) from the obligation to comply with any further EU and national laws or regulations that may be applicable from time to time. Therefore, knowledge of the contents of this Code cannot be understood as a substitute for full knowledge of the applicable legislation in force, to which reference should necessarily be made.

2. DEFINITIONS

In addition to the terms that may be defined in other clauses of this Code of Conduct, for the purposes of the same, the terms and definitions listed below have the meaning given to each of them, it being understood that terms defined in the singular are also understood to be defined in the plural and vice versa:

- 2.1 “**Other Financial Instruments**”: the financial instruments issued by the Company other than the Financial Instruments, as well as derivatives or other financial instruments linked to them.
- 2.2 “**Shares**”: the ordinary shares issued by the Company.
- 2.3 “**Control, to control or subsidiary**”: has the meaning set forth in article 2359 of the Italian Civil Code.
- 2.4 “**Relevant Amount**”: the threshold of Euro 20.000 relating to the total of Relevant Transactions carried out in a calendar year.
- 2.5 “**Relevant Transactions**”: transactions involving Shares or Other Financial Instruments carried out by Relevant Parties or by Closely Associated Persons, either directly or on their behalf, with the exception of transactions the total amount of which does not exceed the Relevant Amount. The document annexed as Annex 1 to the Code contains an illustrative and non-exhaustive list of transactions which, without prejudice to the foregoing, are to be considered Relevant Transactions.

2.6 **“Closely Associated Persons”:**

- (a) the spouse or partner equivalent to the spouse according to the applicable national law, dependent children according to the Italian law, as well as relatives who have cohabited with a Relevant Party for at least one year as of the date of the Relevant Transaction, (collectively, the **“Relevant Family Members”**);
- (b) legal entities, partnerships and trusts in which management responsibilities are held by a Relevant Party or one of the Relevant Family Members, or which are directly or indirectly controlled by a Relevant Party or one of the Relevant Family Members, or whose economic interests are substantially equivalent to those of a Relevant Party or one of the Relevant Family Members, or which are established for the benefit of a Relevant Party or one of the Relevant Family Members.

2.7 **“Informative Reference”:** the party identified by the Board of Directors of the Company as responsible for receiving, managing and disclosing to the market information relating to Relevant Transactions.

2.8 **“Relevant Parties”:**

- (a) the members of the Company’s Board of Directors and Board of Statutory Auditors;
- (b) senior managers of the Company who have regular access to insider information of the Company (as identified in accordance with applicable legislation) and have the power to take management decisions that may impact the development and future prospects of the Company.

2.9 **“Financial Instruments”:** the financial instruments listed in Annex 2 and *(a)* admitted to trading on a regulated market or for which a request for admission to trading on a regulated market has been made; *(b)* traded on a multilateral trading system, admitted to trading on a multilateral trading system or for which a request for admission to trading on a multilateral trading system has been made; *(c)* traded on an organized trading system; or *(d)* the price or value of which is dependent on, or has an effect on, a financial instrument listed in (a)-(c) above (including, but not limited to, credit default swaps and financial contracts for differences). Included in the definition of Financial Instruments are Shares and bonds issued by the Company that comply with conditions (a)-(c).

3. SCOPE OF APPLICATION

3.1 The Code regulates the disclosure obligations of Relevant Parties and Closely Associated Persons towards the Company, as well as the obligations of the same persons towards Consob and the public, in relation to Relevant Transactions.

3.2 The Code is applicable to Relevant Parties even if they have not returned the notice of acknowledgement and acceptance referred to in paragraph 7.2 below to the Informative Reference.

4. DISCLOSURE OBLIGATIONS OF RELEVANT PARTIES AND CLOSELY ASSOCIATED PERSONS

4.1 Relevant Parties and Closely Associated Persons are required to disclose, by sending the form in Annex 3, the Relevant Transactions carried out by them according to the following procedures:

- (a) the communication to the Company must be made promptly and in any case within 3 (three) business days from the date of execution of the Relevant Transaction;
- (b) the communication to Consob must be made promptly and in any case within 3 (three) business days of receipt of the communication referred to in letter (a) above.

4.2 Without prejudice to the provisions of paragraph 4.1 above, if the Relevant Parties or the Closely Associated Persons intend to use the Company for the communication to Consob of the Relevant Transactions, they must, without delay and in any case within 3 (three) business days from the date of execution of the Relevant Transaction, inform the Informative Reference, specifying in the cover letter of the communication provided for in this paragraph 4 that they intend to request that the Company communicate to Consob, on their behalf, the notice of the Relevant Transaction. If the Relevant Party has made use of the Company pursuant to this paragraph, the Informative Reference shall make the communications to Consob on behalf of the Relevant Parties or the Closely Associated Persons within 3 (three) business days from the date of the communication of the execution of the Relevant Transaction by the Relevant Party or the Closely Associated Persons. Communications to Consob are made by sending the form in Annex 3 in accordance with the procedures provided for by current legislation and/or established by Consob.

4.3 Disclosures to the public shall be made in accordance with applicable law so as to allow prompt access to such information on a non-discriminatory basis.

4.4 The Informative Reference shall not in any event be liable for failures and/or delays in fulfilling the obligations to provide information to Consob and/or the market imposed on Relevant Parties and/or Closely Associated Persons and/or the Company, if such failures or delays in fulfilling such obligations result from omitted, incomplete, incorrect or late communications made by Relevant Parties and/or Closely Associated Persons in violation of the provisions imposed on them by this Code and/or the legislation applicable from time to time.

5. PROHIBITION OR LIMITATION OF RELEVANT TRANSACTIONS (BLACKOUT PERIOD)

5.1 Relevant Parties are prohibited from carrying out – on their own behalf or on behalf of third parties –, directly or indirectly, Relevant Transactions during the period of 30 (thirty) calendar days preceding the announcement by the Company of the data contained in the annual financial report, the half-year financial report and other periodic

financial reports that the Company is required to publish pursuant to applicable laws and regulations (the “**Black-out Period**”). If the Board of Directors approves preliminary data, the Blackout Period applies only to the date of publication of such data and not also to the date of publication of subsequent final data.

5.2 This is without prejudice to the right of the Board of Directors, or, in cases of urgency, of each of the Company’s Chief Executive Officers, to allow a Relevant Party to carry out Relevant Transactions during a Blackout Period, if the latter demonstrates that the Transaction cannot be carried out at another time:

- (a) on a case-by-case basis, in the presence of exceptional conditions, such as severe financial difficulties requiring the immediate sale of the Financial Instruments or the Other Financial Instruments; or
- (b) due to the characteristics of the trading in the case of Relevant Transactions conducted at the same time or in connection with an employee share ownership plan, a savings program, a guarantee or a right on shares or Relevant Transactions in which the beneficiary’s interest in the security in question is not subject to change.

5.3 In the circumstances referred to in paragraph 5.2 above, before carrying out any trading during the Black-out Period, Relevant Parties must send a reasoned written request for authorization to the Company’s Board of Directors at least 6 (six) calendar days before the date envisaged for carrying out the Relevant Transaction. This written request must contain

- (a) in the case of 5.2(a), a description of the Relevant Transaction and an explanation, in reasonable detail, of the exceptional circumstances that make it necessary to sell the Financial Instruments immediately and the reasons why the sale of the Financial Instruments is the only reasonable way to obtain the funds needed;
- (b) in the case of 5.2(b), an indication of the number and type of Financial Instruments involved, as well as the reasons why it is necessary or appropriate to execute the Relevant Transaction during a Black-out Period.

5.4 In response to the request made pursuant to paragraph 5.3 above, the Board of Directors shall assess, on a case-by-case basis and at its sole discretion, whether to grant the requested authorization, taking into account the extreme urgency, non-foreseeability, exigency and exceptional nature of the circumstances of the Transaction that are not attributable to the Relevant Party and are beyond its control, in accordance with the applicable reference legislation.

6. INFORMATIVE REFERENCE

The Informative Reference is responsible for ensuring compliance with the Code. In particular, the Informative Reference shall:

- (a) verify the correct application of the internal procedure aimed at identifying

Relevant Parties and Closely Associated Persons, as well as preparing and keeping updated a list of Relevant Parties and Closely Associated Persons and keeping the relative declarations of knowledge and acceptance as per paragraph 7 below;

- (b) provide information to Relevant Parties pursuant to paragraph 7 below;
- (c) carry out, on behalf of the Company, any communication to Consob, to the public and to Borsa Italiana S.p.A. which, in accordance with this Code and/or the applicable legal or regulatory provisions, the Company is required to make;
- (d) supervise the application of the Code and report to the Board of Directors of the Company on the possible opportunity to make amendments and/or additions to this Code and/or to its Annexes in order to ensure its constant compliance with current legislation and the best standards of national practice.

7. COMMUNICATION TO RELEVANT PARTIES

- 7.1 The Informative Reference shall send to Relevant Parties the communication as per Annex 4 of the Code, together with a copy of the Code itself.
- 7.2 In turn, the Relevant Parties shall notify their Closely Associated Persons in writing of the notice set out in Annex 4, together with a copy of the Code annexed thereto, and shall retain a written copy of the notice.
- 7.3 Upon receipt of the Code, the Relevant Parties shall: *(a)* sign a declaration of acknowledgement and acceptance, drawn up according to the form indicated in Annex 4, certifying the commitment – pursuant to article 1381 of the Italian Civil Code – that the Closely Associated Persons will precisely fulfil their obligations to communicate Relevant Transactions, it being understood that the provisions of this Code are and will be applicable to such parties regardless of whether or not they sign the aforementioned declaration; *(b)* promptly send said declaration to the Informative Reference, annexing a copy of the notification to the Closely Associated Persons as per paragraph 7.2 above; and *(c)* inform the Company of the names of their Closely Associated Persons and undertake to update the Company of any changes in the perimeter of their Closely Associated Persons.
- 7.4 The Informative Reference draws up and updates the list of names of Relevant Parties and Closely Associated Persons.

8. AMENDMENTS AND ADDITIONS

- 8.1 The Board of Directors of the Company shall make such amendments and additions to this Code as may be necessary or appropriate as a result of changes in the Company's organization or in the applicable regulations. The Informative Reference may make any proposals for adjustments to the Board of Directors.
- 8.2 The Informative Reference will provide written notice to all recipients of the Code of Conduct of any amendments and/or additions made to the Code.

9. NON-COMPLIANCE WITH OBLIGATIONS

- 9.1 Without prejudice to the responsibilities and sanctions provided for by the applicable regulations, if the Relevant Parties that do not correctly fulfil the obligations of the Code are employees of the Company or of the Subsidiaries, they shall be subject to the disciplinary measures that may be imposed pursuant to the national collective labour agreement applicable to them, to be imposed according to the criterion of proportionality, based on the seriousness and intentionality of the infringement committed, also taking into account any repetition of the breaches and/or violations provided for therein.
- 9.2 In the event that any of the aforementioned violations are attributable to members of the Company's bodies, the Board of Directors of the Company may take any appropriate initiative or remedy permitted by current legislation.
- 9.3 It should also be noted that failure by Relevant Parties and their Closely Related Persons to comply with the provisions of the applicable legislation on internal dealing and of this Code shall be sanctioned in accordance with the provisions of the legislation applicable from time to time.
- 9.4 The Company reserves the right, in any case, to claim, in the manner and within the limits permitted by the laws and regulations in force, against Relevant Parties or Closely Associated Persons, any damage and/or liability that may be caused to it by conduct in violation of the Code and the applicable regulations.

10. COMMUNICATIONS

Any notice under this Code shall be in writing as follows:

- (a) if addressed to the Company and/or to the Informative Reference, to the attention of the latter by fax at +39 0521 1770148, or by e-mail to the following address [\[mapsspa@actaliscertymail.it\]](mailto:mapsspa@actaliscertymail.it), or by registered letter with acknowledgement of receipt to the following address: Maps S.p.A., via Paradigna 38/A, 43122 Parma (PR);
- (b) if to Relevant Parties, to the addresses and contact details indicated by them in the acceptance form in Annex 4 of this Code;

or to the various contact details that will have to be communicated promptly: *(i)* by the Informative Reference to Relevant Parties; or *(ii)* by each of the latter to the Informative Reference.

ANNEX 1

RELEVANT TRANSACTIONS

Pursuant to article 19 of Regulation (EU) 596/2014 and article 10 of Delegated Regulation (EU) 2016/522, Relevant Transactions include, but are not limited to:

- a) the acquisition, sale, short sale, subscription or exchange of Shares or Other Financial Instruments;
- b) the acceptance or exercise of an option right, including an option right granted to Relevant Parties or employees as part of the remuneration due to them, and the sale of shares resulting from the exercise of an option right;
- c) entering into exchange contracts connected to equity indices or the exercise of such contracts;
- d) transactions in derivative instruments or linked to them, including transactions with cash settlement;
- e) entering into a contract for difference relating to Shares or Other Financial Instruments;
- f) the acquisition, sale or exercise of rights, including put and call options, and warrants;
- g) the subscription of a capital increase or issue of credit securities;
- h) transactions in derivative instruments and financial instruments linked to a credit instrument of the issuer, including credit default swaps;
- i) conditional transactions subject to the occurrence of conditions and the effective execution of transactions;
- j) automatic or non-automatic conversion of a Financial Instrument into another financial instrument, including the exchange of bonds convertible into shares;
- k) gifts and donations made or received and inheritances received;
- l) transactions carried out in indexed products, baskets and derivatives, if so provided in article 19 of Regulation (EU) no. 596/2014;
- m) transactions carried out in shares or units of investment funds, including alternative investment funds (AIF) as referred to in article 1 of Directive 2011/61/EU of the European Parliament and of the Council, if so provided in article 19 of Regulation (EU) no. 596/2014;
- n) transactions carried out by the manager of an AIF in which a Relevant Party or a Closely Associated Person has invested, if so provided in article 19 of Regulation (EU) no. 596/2014;
- o) transactions carried out by third parties in the context of an asset management mandate or a portfolio on an individual basis on behalf of or for the benefit of a Relevant Party or a Closely Associated Person;
- p) the borrowing or lending of units or credit securities of Maps S.p.A. or derivative instruments or other financial instruments linked to them;

- q) the assignment as collateral or loan of Financial Instruments or Other Financial Instruments by or on behalf of a Relevant Party or a Closely Associated Person. The notification requirement does not apply if and as long as the transaction is intended to obtain a specific credit facility;
- r) transactions carried out by those who prepare or carry out transactions on a professional basis, or by anyone else on behalf of a Relevant Party or a Closely Associated Person, even when discretion is exercised;
- s) transactions carried out in the context of life insurance, as defined in Directive 2009/138/EC of the European Parliament and of the Council, where: *(i)* the policyholder is a Relevant Party or a Closely Associated Person; *(ii)* the investment risk is borne by the policyholder; and *(iii)* the policyholder has the power or discretion to make investment decisions with respect to specific instruments covered by the life insurance policy in question, or to carry out transactions involving the specific instruments of such life insurance.

ANNEX 2

FINANCIAL INSTRUMENTS

- (1) Transferable securities, i.e. those classes of securities, excluding payment instruments, that can be traded on the capital market, for example: (a) shares of corporations and other securities equivalent to shares of corporations, partnerships or other entities and share depository receipts; (b) bonds and other debt securities, including certificates of deposit relating to such securities; (c) any other securities giving the right to acquire or sell any such securities or giving rise to a spot settlement determined with reference to transferable securities, currencies, interest rates or yields, commodities or other indices or measures; where “*depository receipts*” shall mean: securities negotiable in the capital market, representing ownership of the securities of a non-domiciled issuer, eligible for trading on a regulated market and traded independently of the securities of the non-domiciled issuer.
- (2) Money market instruments.
- (3) Units of a collective investment undertaking.
- (4) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivative instruments, financial indices or financial measures that may be settled physically or by means of the payment of cash differentials.
- (5) Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (other than by reason of a default or other termination event).
- (6) Options, futures, swaps and any other derivative contract relating to commodities that can be settled by means of physical delivery provided that they are traded on a regulated market, a multilateral trading system or an organized trading system, with the exception of wholesale energy products traded on an organized trading system that must be settled by means of physical delivery.
- (7) Options, futures, swaps, forwards and any other derivative contract relating to commodities that cannot be settled other than by the means mentioned in paragraph 6, and that have the characteristics of other derivative financial instruments.
- (8) Derivative financial instruments for the transfer of credit risk.
- (9) Differential financial contracts.
- (10) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (other than by reason of a default or other termination event), as well as other derivative contracts relating to assets, rights, obligations, indices and measures, not otherwise mentioned in this section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, an organized trading system or a multilateral trading system.

ANNEX 3

NOTIFICATION AND COMMUNICATION FORM

1	Data relating to the person who exercises administrative, control or management functions/to the closely associated person	
a)	Name	<p><i>[For individuals: name and surname]</i></p> <p><i>[For legal entities: full name, including legal form as provided in the register in which it is registered, if applicable]</i></p>
2	Reason for notification	
a)	Position/title	<p><i>[For persons exercising administrative, control or management functions: indicate the position (e.g. chief executive officer, chief financial officer) held within the issuer, allowance market participant, auction platform, auction commissioner, auction supervisor]</i></p> <p><i>[For closely associated persons,</i></p> <ul style="list-style-type: none"> - <i>indicate that the notification concerns a closely associated person of a person exercising administrative, control or management functions;</i> - <i>Name and surname and position of the relevant party exercising administrative, control or management functions]</i>
b)	Initial notification/modification	<i>[Indicate whether it is an initial notification or a modification of a previous notification. In the event of a modification, please explain the error that is corrected with this notification]</i>
3	Data relating to the issuer, the allowance market participant, the auction platform, the auction commissioner or supervisor	
a)	Name	<i>[Full name of the entity]</i>
b)	LEI	<i>[Identification code of the legal entity, compliant with the LEI code referred to in ISO 17442]</i>
4	Transaction data: section to be repeated for i) each type of instrument; ii) each type of transaction; iii) each date; and iv) each place where the transactions were carried out	
a)	<p>Description of the financial instrument, type of instrument</p> <p>Identification code</p>	<p><i>[Indicate the nature of the instrument:</i></p> <ul style="list-style-type: none"> - <i>a share, debt instrument, derivative or financial instrument linked to a share or debt instrument.</i> - <i>Identification code of the instrument as defined in the Delegated Regulation of the Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council with regard to the regulatory technical standards on reporting transactions to competent authorities adopted pursuant to article 26 of Regulation (EU) no. 600/2014]</i>
b)	Nature of transaction	<i>[Description of the type of transaction using, if necessary, the types of transactions established by article 10 of Delegated Regulation (EU) 2016/522 of the Commission adopted pursuant to article 19, paragraph 14 of Regulation (EU) no. 596/2014.</i>

		<i>Pursuant to article 19, paragraph 6, letter e) of Regulation (EU) no. 596/2014, indicate whether the transaction is linked to the use of stock option plans]</i>				
c)	Price/s and volume/s	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Price/s</th> <th style="width: 50%; text-align: center;">Volume/s</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table> <p><i>[If several transactions of the same nature (purchase, sale, borrowing and lending, etc.) on the same financial instrument or on the same issue unit are carried out on the same day and in the same place, indicate in this field the prices and volumes of said transactions, in two columns as shown above, inserting all the necessary rows.</i></p> <p><i>Use the standards relating to data for price and quantity, including, if necessary, the currency of the price and the currency of the quantity, as defined in the Delegated Regulation of the Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council with regard to the regulatory technical standards on reporting transactions to competent authorities adopted pursuant to article 26 of Regulation (EU) no. 600/2014]</i></p>	Price/s	Volume/s		
Price/s	Volume/s					
d)	- Aggregate information - Aggregate volume Price	<p><i>[Multiple transaction volumes are aggregated when such transactions:</i></p> <ul style="list-style-type: none"> <i>- refer to the same financial instrument or the same issue unit;</i> <i>- are of the same nature;</i> <i>- are carried out on the same day and</i> <i>- are carried out in the same place.</i> <p><i>Use the standards relating to data for quantity, including, if necessary, the currency of the quantity, as defined in the Delegated Regulation of the Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council with regard to the regulatory technical standards on reporting transactions to competent authorities adopted pursuant to article 26 of Regulation (EU) no. 600/2014]</i></p> <p><i>[Pricing information:</i></p> <ul style="list-style-type: none"> <i>- in the case of a single transaction, the price of the individual transaction;</i> <i>- where multiple transaction volumes are aggregated: the weighted average price of the aggregated transactions.</i> <p><i>Use the standards relating to data for the price, including, if necessary, the currency of the price, as defined in the Delegated Regulation of the Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council with regard to the regulatory technical standards on reporting transactions to competent authorities adopted pursuant to article 26 of Regulation (EU) no. 600/2014]</i></p>				
e)	Transaction date	<i>[Date of the day of execution of the notified transaction. Use the ISO 8601 format: YYYY-MM-DD; UTC time]</i>				

f)	Place of transaction	<i>[Name and identification code of the trading venue under MiFID, the systematic internalization or the trading platform organized outside the Union where the transaction was carried out as defined in the Delegated Regulation of the Commission supplementing Regulation (EU) no. 600/2014 of the European Parliament and of the Council with regard to the regulatory technical standards on reporting transactions to competent authorities adopted pursuant to article 26 of Regulation (EU) no. 600/2014; if the transaction was not carried out at one of the above venues, indicate "outside a trading venue"]</i>
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ANNEX 4

FORMAT FOR DISCLOSURE TO RELEVANT PARTIES

Dear _____

We wish to inform you that your name has been included in the list of Relevant Parties, kept in accordance with the “*Code of conduct for internal dealing*” by Maps S.p.A. and annexed to this document (the “**Code**”).

For the operational aspects resulting from this registration, please refer to the contents of the Code and the regulations referred to therein. We would also like to remind you that abuse of insider information and market manipulation are offences subject to criminal and administrative sanctions pursuant to, among others, articles 184 et seq. of Legislative Decree no. 58/1998.

We would also like to remind you that you are required to inform the Closely Associated Persons (as defined in the Code) in writing of your legal obligations regarding internal dealing, using the form annexed hereto and keeping a copy of this communication.

For the purpose of the correct fulfilment of the above mentioned obligations, please provide us with the following data:

- (a) name, surname, date and place of birth, fiscal code;
- (b) address of residence;
- (c) the names of your Closely Associated Persons, that Maps S.p.A. will include in the above-mentioned list;
- (d) the data under (a)-(b) for each Closely Associated Person indicated by you.

Please confirm receipt of the Code by sending the annexed declaration of acknowledgement and acceptance, duly signed, by one of the means indicated in paragraph 10 of the Code.

Yours sincerely,

[...], date _____

The Informative Reference

SCHEDULE 1 – ACKNOWLEDGEMENT AND ACCEPTANCE (INDIVIDUALS)

I, the undersigned _____ in my capacity as _____

- acknowledge that my name has been included in the list of Relevant Parties pursuant to the “Code of conduct for internal dealing” adopted by Maps S.p.A. (the “Code”);
- I declare that I have received the Code and that I have accepted its contents in full;
- I undertake to comply with all the obligations laid down for me by the Code, including that of informing my Closely Associated Persons, as defined in paragraph 2.4 of the Code, of the communication obligations laid down by the applicable legislation, and to ensure – pursuant to article 1381 of the Italian Civil Code – that said Closely Associated Persons do everything necessary to allow the timely fulfilment of these obligations;
- I declare that I have made known, as per the communication in copy annexed to this letter, to my Closely Associated Persons, the existence of the conditions on the basis of which they are required to comply with the communication obligations provided for by the Code and by the regulations in force;
- I acknowledge that violation of the communication obligations provided for by the applicable legislation may result in sanctions against me.

Information on the processing of personal data

Pursuant to Legislative Decree no. 196/2003, I acknowledge that the personal data I obligatorily provided in application of the Code is collected and processed by Maps S.p.A., with registered office in Parma (PR), via Paradigna 38/A, as data controller, in compliance with legal obligations regarding internal dealing, for the time strictly necessary and only for the purposes indicated by the law and applicable regulations regarding internal dealing.

I am aware that failure to provide my personal data would make it impossible for Maps S.p.A. to comply with its legal obligations under penalty of sanction.

I am aware, subject to the limits arising from the mandatory nature of providing personal data, of the rights reserved by article 7 of Legislative Decree no. 196/2003, including the right to request the correction, updating and integration of personal data.

(place)

(date)

(signature)

SCHEDULE 2 – ACKNOWLEDGEMENT AND ACCEPTANCE (LEGAL ENTITIES)

I, the undersigned _____ as pro-tempore legal representative of _____

- acknowledge that _____ has been included in the list of Relevant Parties pursuant to the “*Code of conduct for internal dealing*” of Maps S.p.A. (the “**Code**”);
- I declare that I have received the Code and that I have accepted its contents in full; I undertake to disseminate the contents of the Code within _____ and to ensure that _____ complies with all the obligations provided for by the Code, including the obligation to inform its Closely Associated Persons, as defined in paragraph 2.4 of the Code, of the communication obligations provided for by the applicable regulations;
- I acknowledge that violation of the communication obligations provided for by the applicable regulations may result in sanctions against _____.

Information on the processing of personal data

Pursuant to Legislative Decree no. 196/2003, I acknowledge that the personal data I obligatorily provided in application of the Code is collected and processed by Maps S.p.A., with registered office in Parma, via Paradigna 38/A, as data controller, in compliance with legal obligations regarding internal dealing, for the time strictly necessary and only for the purposes indicated by the law and applicable regulations regarding internal dealing.

I am aware that failure to provide my personal data would make it impossible for Maps S.p.A. to comply with its legal obligations under penalty of sanction.

I am aware, subject to the limits arising from the mandatory nature of providing personal data, of the rights reserved by article 7 of Legislative Decree no. 196/2003, including the right to request the correction, updating and integration of personal data.

_____, _____

(place)

(date)

(signature)

SCHEDULE 1 – FORMAT FOR COMMUNICATION TO CLOSELY ASSOCIATED PERSONS

[Dear Mr/Ms] [Dear]

[•]

For your information

To the kind attention of

Maps S.p.A.

Via Paradigna 38/A

43122, Parma

Subject: disclosure to Closely Associated Persons of their obligations under Regulation 596/2014 (“MAR”)

I, the undersigned _____ born in _____ on _____, in my capacity as Relevant Party, hereby

communicate

- that you have been identified as a Closely Associated Person pursuant to article 19 of the MAR, for the following reason: *[specify the relationship with the Relevant Party/Parties]*;
- that, therefore, you are subject to the notification obligations of relevant transactions involving shares or debt instruments issued by Maps S.p.A., as well as derivatives or other financial instruments linked to them, in accordance with the methods and terms defined by article 19 of the MAR and article 10 of Delegated Regulation (EU) 522/2016;
- that you are consequently subject to the sanctions provided for by the applicable legislation in case of failure to comply with these obligations;
- that a copy of this letter, signed by you for acceptance, will be sent to Maps S.p.A., which will include your name in a list of Relevant Parties and Closely Associated Persons.

(Date and place)

(Signature)

For acknowledgement and acceptance:

(Date and place)

(Signature)