

**ESSENTIAL INFORMATION (THE “ESSENTIAL INFORMATION”) PURSUANT TO ART. 122 OF LEGISLATIVE DECREE DATED FEBRUARY 24, 1998, NO. 58 (THE “CFA”) AND ART. 130 OF THE CONSOB REGULATION NO. 11971/1999 (THE “ISSUERS’ REGULATION”)**

**NEXI S.p.A.**

**Background**

On November 15, 2020, the board of directors of Nexi S.p.A., a company with registered office at Corso Sempione no. 55, Milan, number of registration with the Companies’ Register of Milan, Monza Brianza, Lodi and Tax Code 09489670969 and VAT number 10542790968, whose ordinary shares are admitted to negotiation on the “*Mercato Telematico Azionario*” organised and managed by Borsa Italiana S.p.A. (“**Nexi**” or the “**Company**”) approved, amongst the other, the execution of a binding framework agreement (the “**Framework Agreement**”) containing terms and conditions of the cross-border merger by incorporation of Nets Topco 2 S.à r.l., a company incorporated under Luxembourg law, with registered office at 15, boulevard F.W. Raiffeisen, L 2411, Luxembourg, Grand Duchy of Luxembourg, number of registration with the Luxembourg Trade and Companies Register B218549 (“**Nets**”) into Nexi (the “**Merger**”). On the same date, thus, Nexi, Nets and Nets TopCo 1 S.à r.l., with registered office at 15, boulevard F.W. Raiffeisen, L 2411, number of registration with the Luxembourg Trade and Companies Register B217675, in its capacity as Nets’s sole shareholder, together with other parties, actually entered into the above mentioned Framework Agreement aimed at, namely, *inter alia*, regulating the preliminary and instrumental activities to the implementation of the Merger, as well as the relevant timing, the interim management of the merging companies and the terms and means of execution of the Merger itself.

In such context, always on November 15, 2020, Mercury UK Holdco Limited, a company incorporated under English law with registered office at 111 Buckingham Palace Road, London, United Kingdom (“**Mercury**”) that, pursuant to art. 93 of the CFA, controls Nexi, entered into an irrevocable undertaking, governed by English law, through which it undertook, *vis-à-vis* the Company, in particular, (i) to vote in favour of the Merger, (ii) not to transfer its Nexi shares before having satisfied the undertaking under point (i) above (save for certain cases of permitted transfers), as well as (iii) not to take any action which may hinder in any way the successful outcome of the Merger, as better specified below (the “**Shareholders’ Agreement**”).

**1. Type of shareholders' agreement**

The Shareholders' Agreement contains provisions falling within scope of art. 122, paragraphs 1 and 5, letter b), of the CFA, which are described in this Essential Information.

**2. Company whose financial instruments are object of the Shareholders' Agreement**

The company whose financial instruments are object of the Shareholders' Agreement is Nexi S.p.A., a company with registered office at Corso Sempione no. 55, Milan, number of registration with the Companies' Register of Milan, Monza Brianza, Lodi and Tax Code 09489670969 and VAT number 10542790968, whose ordinary shares are admitted to negotiation on the "*Mercato Telematico Azionario*" organised and managed by Borsa Italiana S.p.A.

In particular, the Shareholders' Agreement refers to all shares of Nexi (or any securities or instruments related thereto) of which Mercury is or may from time to time become the registered holder and/or beneficial owner (or otherwise become able to control the exercise of the related voting rights), currently equal to no. 126,028,535 and representing approximately 20.075% of the current share capital of Nexi, over which Mercury exercises control pursuant to art. 93 of the CFA.

**3. Voting rights related to the shares conferred in the aggregate**

The Shareholders' Agreement contains undertakings concerning all shares of Nexi (or any securities or instruments related thereto) of which Mercury is or may from time to time become the registered holder and/or beneficial owner (or otherwise become able to control the exercise of the related voting rights), currently equal to no. 126,028,535 and representing approximately 20.075% of the current share capital of Nexi, entitling to an equal number of voting rights, deposited with Monte Titoli S.p.A. (the "**Nexi Shares**").

<b>Number of ordinary shares issued by Nexi</b>	<b>Number of the Nexi Shares</b>	<b>Number of voting rights related to the Nexi Shares</b>	<b>Percentage of the current share capital represented by the Nexi Shares</b>
627,777,777	126,028,535	126,028,535	20.075%

**4. Persons adhering to the Shareholders' Agreement**

As indicated in the background section of this Essential Information, the Shareholders' Agreement was entered into, in favour of the Company, by Mercury UK Holdco Limited, a company incorporated under English law and registered with no. 09638089, with registered office at 111 Buckingham Palace Road, London, United Kingdom, holding, as at the date hereof, no. 126,028,535 ordinary shares representing approximately 20.075% of the current share capital of Nexi, entitling to an equal number of voting rights, deposited with Monte Titoli S.p.A.

**5. Provisions having shareholder nature contained in the Shareholders' Agreement**

The main contents of the provisions having shareholder nature provided for by the Shareholders' Agreement in relation to Nexi are set out below.

**5.1. Undertaking to vote in favour of the Merger**

The Shareholders' Agreement provides that, at Nexi's shareholders' meeting convened to resolve upon the Merger (the "**Shareholders' Meeting**"), Mercury shall exercise (or procure the exercise

of) all votes in relation to Nexi Shares as follows:

- (i) Mercury shall vote in favour of any resolutions (whether or not amended) required to give effect to the Merger as set out in the notices of meeting and in the illustrative reports to be published by the Company containing, amongst other things, an explanatory report in respect of the Merger;
- (ii) Mercury shall vote against any proposal to adjourn the Shareholders' Meeting or to amend the merger plan submitted by any shareholders of Nexi; and, in each case,
- (iii) Mercury undertakes not to withdraw, revoke or amend any such exercise of votes or authority for the entire duration of the Shareholders' Agreement.

## 5.2. Dealings with Nexi Shares

Other than pursuant to an Excluded Transfer, Mercury shall not sell, assign, transfer, charge, encumber, grant any option, lien or security over or otherwise dispose of any interest in any Nexi Shares prior to satisfaction of its undertakings in paragraph **Errore. L'origine riferimento non è stata trovata.** above. References to an “**Excluded Transfer**” mean: (i) any transfer (in whole or in part), including any transfer of Nexi Shares, pursuant to any enforcement of the margin loans security granted to Mercury in accordance with the margin loan facility agreement dated April 10, 2019 entered into by and between, amongst the others, Mercury itself (as borrower) and certain finance providers; (ii) any transfer of up to 5,400,000 Nexi Shares to any director, officer or employee of the Company or any of its subsidiaries pursuant to any bona fide stock plan (each a “**Stock Plan**”) and/or selling or otherwise disposing of additional Nexi Shares pursuant to any “sell to cover tax” provisions included in any such Stock Plan; and/or (iii) if, as a result of any increase in the share capital of the Company, Intesa Sanpaolo S.p.A. holds less than 9.9% of the then-issued share capital (represented by ordinary shares) of the Company itself, transferring Nexi Shares to Intesa Sanpaolo S.p.A. such that Intesa Sanpaolo S.p.A. continues to hold a stake not less than such 9.9%.

## 5.3. Undertakings in connection with the Merger

With reference to any actual or envisaged transaction which is proposed in competition with or which might otherwise frustrate the Merger or any part thereof (an “**Alternative Transaction**”), Mercury undertakes to:

- (i) not exercise any voting rights attaching to the Nexi Shares to vote in favour of an Alternative Transaction;
- (ii) not take any action (other than pursuant to an Excluded Transfer) which may be prejudicial to the outcome of the Merger (it being understood that no such undertaking shall prevent from voting in favour of the envisaged merger of SIA S.p.A. with and into the Company);
- (iii) not accept, in respect of any of the Nexi Shares, any offer in relation to an Alternative Transaction;
- (iv) not express its support publicly for any Alternative Transaction;
- (v) not solicit any approach from, undertake, continue or encourage any discussions or negotiations with and/or enter into any agreement or arrangement with, in each case, any other person in relation to any Alternative Transaction;
- (vi) exercise all voting rights attaching to the Nexi Shares in such manner as to enable the Merger to become effective (including in relation to the satisfaction of any conditions to the Merger) and oppose the taking of any action which might result in any condition of the Merger not being satisfied;

- (vii) not enter into any agreement or arrangement or allow to arise any obligation with any person or give any indication of intent, to do any of the acts prohibited by the preceding paragraphs, including through third parties, and which might restrict or impede the Merger becoming effective or the ability to comply with the Shareholders' Agreement;
- (viii) take no action which may be prejudicial to the successful outcome of the Merger and to take all actions and not to omit to take any actions within its power and in its capacity as a shareholder of the Company, where such actions would be necessary for to the implementation of the Merger, provided that this is in line with any requirements provided for by applicable laws and regulations, or those provided for by any other competent regulatory authority (and shall be without prejudice to the ability to make Excluded Transfers).

In the Shareholders' Agreement, references to the Merger shall include any proposal by the Company, the terms of which in the reasonable opinion of the Company's financial advisers are at least as favourable to shareholders of the Company as the original Merger.

#### **6. Duration of the Shareholders' Agreement**

The Shareholders' Agreement, governed by English law, was entered into on November 15, 2020 and shall be effective starting from such date until the earlier of (i) the date of effectiveness of the Merger, (ii) the termination of the Framework Agreement and (iii) the date that falls 15 months after such date of execution of the Shareholders' Agreement, it being acknowledged that, in the event a public tender and/or exchange offer over the Nexi Shares is made pursuant to art. 106 or 107 of the CFA, Mercury shall be entitled to terminate forthwith the Shareholders' Agreement without notice in accordance with art. 123 of the CFA.

#### **7. Filing of the Shareholders' Agreement and publication of the Essential Information**

The Shareholders' Agreement was filed with the Companies' Register of Milan on November 20, 2020.

This Essential Information are published, in accordance with art. 130 of the Issuers' Regulation, on Nexi's website at [www.nexi.it](http://www.nexi.it).

November 20, 2020