

Essential Information pursuant to Articles 122 of Legislative Decree 24 February 1998, No. 58 (the “Italian Consolidated Financial Act” or “TUF”) and 130 of CONSOB Regulation No. 11971 of 14 May 1999 (the “Issuers’ Regulation”)

* * *

The present essential information has been updated following the renewal of the co-ownership agreement relating to Hydra S.p.A.

DATALOGIC S.P.A.

Pursuant to Articles 122 of the TUF and 130 of the Issuers’ Regulation, the following information is hereby disclosed.

Background

By deed of gift dated 29 December 2017, as amended on 29 December 2018, Eng. Romano Volta and Dr Lucia Fantini donated to Mr Gabriele Volta, Ms Valentina Volta and Eng. Filippo Maria Volta (the “**Co-owners**”) a total co-ownership interest equal to 76.17% of the share capital of Hydra S.p.A., a company incorporated under Italian law, having its registered office in Bologna, Via D’Azeglio No. 57, registered with the Bologna Companies’ Register, Tax Code and VAT No. 00445970379 (“**Hydra**” or the “**Company**”). Hydra controls, inter alia, Datalogic S.p.A., a company listed on Euronext STAR Milan, organised and managed by Borsa Italiana S.p.A., having its registered office in Lippo di Calderara di Reno (Bologna), Via Candini No. 2, registered with the Bologna Companies’ Register, Tax Code and VAT No. 01835711209, with a shareholding equal to 64.84% of its share capital (“**Datalogic**”).

Within the co-ownership arrangement, the co-ownership interests in the shares are allocated as follows: (i) Eng. Gabriele Volta holds a co-ownership interest equal to two eighths (2/8); (ii) Dr Valentina Volta holds a co-ownership interest equal to three eighths (3/8); and (iii) Eng. Filippo Maria Volta holds a co-ownership interest equal to three eighths (3/8).

In order to regulate the relationships among the Co-owners in connection with the jointly held shareholding, on 13 February 2019 the Co-owners entered into a co-ownership regulation agreement (the “**Agreement**”). Furthermore, simultaneously with the execution of the Agreement, on the same date the Co-owners entered into a shareholders’ agreement aimed, inter alia, at regulating their mutual relationships in their capacity as shareholders of the Company and as indirect shareholders of the companies controlled by Hydra, pursuant to which they undertook to bind, for the entire duration thereof, all of their shares in the Company, whether held individually or jointly with the other Parties. On 20 March 2025, the Shareholders’ Agreement was terminated by mutual consent of the Co-owners.

As specified in greater detail below, on 13 February 2025 the Agreement was automatically renewed for an additional term of three (3) years and shall therefore remain in force until 13 February 2028, with the possibility of further automatic renewal upon expiry.

For the sake of completeness, it is noted that, as of today’s date, the total number of shares subject to the Agreement remains unchanged and continues to be equal to 914,000 shares, representing 76.17% of the share capital of Hydra.

Set out below is the essential information relating to the Agreement required pursuant to Article 130 of the Issuers’ Regulation, updated, as a result of the foregoing, in accordance with Article 131 of the Issuers’

Regulation.

Type of agreement

The provisions set out in the Agreement are relevant for the purposes of Article 122, paragraphs 1 and 5, letters (a) and (b), of the TUF.

Company whose financial instruments are subject to the Agreement

Hydra S.p.A., a company incorporated under Italian law, having its registered office in Bologna, Via D'Azeglio No. 57, registered with the Bologna Companies' Register, Tax Code and VAT No. 00445970379, with a share capital of Euro 1,200,000 (one million two hundred thousand) divided into No. 1,200,000 (one million two hundred thousand) shares with a nominal value of Euro 1.00 each, which holds a controlling interest equal to 64.84% of the share capital of Datalogic.

Parties to the Agreement and financial instruments subject to the Agreement

The Agreement is entered into by and between:

- (a) Gabriele Volta, born in Bologna on 10 October 1973, residing in Bologna, Via B. Gigli No. 20, Italian tax code: VLTGRL73R10A944U;
- (b) Valentina Volta, born in Bologna on 13 June 1978, residing in Bologna, Viale Risorgimento No. 28, Italian tax code: VLTVNT78H53A944B; and
- (c) Filippo Maria Volta, born in Bologna on 1 March 1984, residing in Bologna, Viale Risorgimento No. 28, Italian tax code: VLTFPP84C01A944Q.

Mr Gabriele Volta, Ms Valentina Volta and Mr Filippo Volta are co-owners of No. 914,000 shares, representing 76.17% of the share capital of Hydra (the "**Shareholding**").

The Agreement concerns No. 914,000 Hydra shares, representing 76.17% of Hydra's share capital.

Contents of the Agreement - Common

Representative

Pursuant to the Agreement, the management of the Shareholding is entrusted to a common representative. Such role is held by Eng. Filippo Maria Volta, appointed by the Co-owners simultaneously with the execution of the deed of gift dated 29 December 2017.

Should the common representative be unable, for any reason whatsoever, to perform his duties for a period exceeding three (3) consecutive months, the Co-owners, in order to ensure the proper management of the Shareholding, shall unanimously appoint a new common representative in accordance with the procedures provided for by law.

Governance of the Company

Hydra Shareholders' Meeting

Pursuant to the Agreement, the Co-owners shall meet within the six (6) days preceding the shareholders' meeting of the Company in order to provide the Common Representative with appropriate voting instructions, based on a simple majority vote of the Shareholding. In the event that such Shareholders' Meeting is required to be held as a universal meeting, the Co-owners shall use their reasonable best efforts to meet prior thereto and to provide the Common Representative with such voting instructions.

The Agreement provides that, without prejudice to mandatory provisions of law, the Co-owners shall give the Common Representative voting instructions for the exercise of voting rights at Hydra's shareholders' meeting on the basis of a qualified majority of two thirds (2/3) of the Shareholding for resolutions concerning: (i) amendments to the articles of association; (ii) transfer of the registered office abroad; (iii) mergers, transformations and demergers; (iv) capital increases, including those resulting from the conversion of bonds or financial instruments, with the exclusion or limitation of pre-emptive rights; (v) issuance of convertible bonds, warrants or other equity-linked instruments; and (vi) any other matters that are subject to qualified majorities pursuant to the articles of association.

Should the Co-owners be unable to determine their intent and provide instructions to the Common Representative, each Co-owner may apply to the competent judicial authority pursuant to Article 1105, paragraph 4, of the Italian Civil Code.

Appointment of the Board of Directors and the Board of Statutory Auditors of Hydra

Pursuant to the Agreement, the Co-owners shall, by a simple majority of the Shareholding, resolve to submit and file a list meeting the requirements from time to time provided for under the articles of association, consisting of a number of candidates equal to the maximum number of members of the Board of Directors to be appointed, selected as follows:

- each Co-owner shall select one (1) candidate, who shall be placed in one of the first three positions on the list;
- for the remaining candidates, the procedure set out in the preceding paragraph shall be repeated from time to time until the number of remaining candidates is fewer than three (3). Once such threshold has been reached, the remaining candidates shall be selected on the basis of a unanimous vote of the Shareholding and shall occupy the remaining positions on the list.

With regard to the appointment of the Board of Statutory Auditors of Hydra, in compliance with the provisions of the Company's articles of association, the Co-owners shall, by a simple majority of the Shareholding, resolve to submit and file a list consisting of a number of candidates equal to the maximum number of standing statutory auditors and alternate statutory auditors to be appointed, selected as follows:

- each Co-owner shall select one (1) candidate for the office of standing statutory auditor;
- the candidates for the office of alternate statutory auditor shall be selected on the basis of a simple majority vote of the Shareholding.

Restrictions on the transfer of the Company's shares

The Co-owners may transfer their respective pro rata interests in the Shareholding in accordance with the provisions of the articles of association of Hydra S.p.A.

Undertakings of the Co-owners

Pursuant to the Agreement, subject to their appointment as members of the Board of Directors of Hydra, the Co-owners have expressed their willingness, within the limits of their respective competencies and roles, to assume extensive ordinary and extraordinary management powers covering one or more areas of the Company's business, as well as to ensure that, where the relevant conditions are met, the Board of Directors of the Company grants extensive ordinary and extraordinary management powers to the other

Co-owners who have made themselves available to manage a specific area of the Company's business, in the interest of all the Co-owners and of the shared management of the Shareholding.

Furthermore, pursuant to the Agreement, in light of their respective professional backgrounds and the availability expressed, the Co-owners acknowledge and agree that, within the limits permitted by applicable laws and the articles of association, within the Board of Directors: (i) Valentina Volta shall be entrusted with management powers relating to the Company's investment in Datalogic and, more generally, to investments in the business sector concerning automatic data capture and process automation; (ii) Filippo Maria Volta shall be entrusted with management powers relating to the Company's investments in any company, security or financial instrument other than those referred to in item (i) above; and (iii) Gabriele Volta shall be entrusted with management powers relating to any investments of the Company in the real estate sector.

At the end of each term of office of the Board of Directors, the Co-owners undertake to assess the possible re-nomination of the directors in office in light of the results achieved and any instances of underperformance, to be assessed on the basis of the criteria and objectives from time to time defined by the Board of Directors and recorded for at least three consecutive years during the relevant term of office.

Term

The Agreement shall be effective from the date of execution until the third anniversary of the date of execution and shall be automatically renewed upon expiry for further periods of three (3) years. Accordingly, the Agreement was automatically renewed on 13 February 2025 for a further consecutive period of three (3) years (i.e. until 13 February 2028).

The Agreement shall terminate automatically if and when the Shareholding is no longer held in co-ownership by the Co-owners.

Person exercising control pursuant to Article 93 of the TUF

None of the parties to the Agreement exercises control over Hydra by virtue of the Agreement.

Filing with the Companies' Register

The Agreement was filed with the Bologna Companies' Register on 14 February 2019. Notice of the automatic renewal of the Agreement was also filed with the Bologna Companies' Register on 2 April 2025.

Bologna, 2 April 2025