

Information Document relating to the “Share Ownership Plan 2025-2027 for Leonardo Employees based on Shares of Leonardo S.p.A.”

Pursuant to Articles 114-*bis* of CFA and 84-*bis* of Consob Regulation No. 11971 dated 14 May 1999, as subsequently amended and implemented

INDEX

INTRODUCTION 2

DEFINITIONS 4

1. RECIPIENTS OF THE PLAN10

2. MOTIVATION AND PURPOSES OF THE PLAN13

3. APPROVAL PROCESS AND TIMING OF THE ALLOCATION OF INSTRUMENT 16

4. FEATURES OF THE FINANCIAL INSTRUMENTS 20

INTRODUCTION

This Information Document has been drafted by Leonardo S.p.A. (hereinafter, also, the “**Company**”) in order to provide its shareholders and the market with information regarding the proposed adoption of the “Share Ownership Plan 2025-2027 for Leonardo Employees based on Shares of Leonardo S.p.A.” (the “**Plan**”) that the Company's Board of Directors, on 3 April 2025, upon favorable opinion by the Remuneration Committee, reunited on 26 March 2025, resolved to submit for approval to the ordinary shareholders' meeting of Leonardo (the “**Shareholders' Meeting**”), convened on 26 May 2025, in single call. The Plan is structured on three-year recurring cycles that will run over the course of the financial years 2025, 2026 and 2027.

In particular, this Information Document has been prepared pursuant to Article 84-*bis* of Consob Regulation No. 11971 dated 14 May 1999, as subsequently amended and implemented (the “**Issuers Regulation**”) in order to illustrate the terms and conditions of the Plan, as currently defined. It should be noted that the Plan, having regard to its recipients, is to be considered “*of significant relevance*” pursuant to Article 114-*bis*, paragraph 3, of Legislative Decree No. 58/1998, as subsequently amended and implemented (the “**CFA**”) and Article 84-*bis*, paragraph 2, of the Issuers Regulation. In this regard, please do note that the Plan will not apply to the Executives with Strategic Responsibilities.

The Plan confirms Leonardo's desire and need to provide itself with an effective incentive and loyalty-building instrument addressed to employees, aimed at ensuring the alignment of the interests of employees with those of the shareholders, as well as to contribute to the growth of the Group.

The Plan will apply to Employees of Plan Entities located in the territories of Italy, Poland, United Kingdom (“UK”) and United States of America (“US”), as better described below.

In accordance with the terms and conditions set forth in this Information Document and with the Regulation of the Plan (the “**Regulation**”), the main features of the Plan are provided below:

1. each Allocation Cycle includes a Contribution Period during which the Participant provide a specified amount to the Plan Administrator as Individual Contribution. Such Individual Contribution consists of such amount of money that each Participant notifies the Company that he/she intends to pay in exchange for the award of Leonardo Shares (as Purchased Shares). More in detail, such amounts may consist of payroll deductions,

- derive from the allocation of any performance bonuses or part thereof, or through other means which will be determined, it being understood that the Individual Contribution shall not be less than the Minimum Contribution;
2. the Plan Administrator, on behalf of each Participant, purchases the Purchased Shares on the market for an individual price equal to the Purchase Price, through the use of the Individual Contribution provided by Participants during the Contribution Period;
 3. on the Assignment Date, each Participant's Securities Account will be credited with: (i) a number of Purchased Shares that will be equal to the quotient between the amount represented by the Individual Contribution and the Purchase Price; (ii) a number of Matching Shares, free of charge, determined through the application of the Allocation Ratio to the number of Purchased Shares purchased (it being understood that, for each Participant, the countervalue of such Matching Shares may not exceed the Cap Matching Shares); as well as (iii) a number of Bonus Shares, free of charge, equal to 3 (three) or 4 (four) depending on the Plan Entity concerned – as better specified below – it being understood that each Participant shall be entitled to receive Bonus Shares only on the Assignment Date pertaining to the first Allocation Cycle to which such Participant will adhere, regardless of any possible adherence to subsequent Allocation Cycles;
 4. the Free Shares will be subject to the Lock-Up, and therefore may not be transferred by the Participant throughout the entire Lock-Up Period, as specifically determined for each jurisdiction in which the Plan will apply – as more detailed *infra*. The Participants will be entitled to transfer the Free Shares as of the Date of Availability subject to the fulfilment of the Conditions for Transfer.

The adherence to the Plan is on a voluntary basis.

This Information Document is available to the public at the Company's registered office in Rome, Piazza Monte Grappa No. 4, on the Company's website (www.leonardo.com), at Borsa Italiana S.p.A., and on the website of the authorized storage mechanism (www.emarketstorage.it).

DEFINITIONS

For the purposes of this Information Document, the terms listed below shall have the following meanings:

Allocation Cycle	Each allocation cycle comprised within the Plan, consisting of a series of activities, controls and communications concerning the Participants, as detailed in the Regulation.
Assignment Date	In relation to each Allocation Cycle, the day on which the Shares are credited to the Participant's Securities Account, in accordance with the terms of the Regulation.
Board of Directors	Leonardo <i>pro tempore</i> board of directors.
Bonus Shares	The Leonardo Shares to be assigned free of charge to Participants, <i>una tantum</i> , on the Assignment Date of the relevant Allocation Cycle, as further detailed in following Section 2.3 below.
Cap Matching Shares	(i) For Participants other than those having an employment relationship with a UK Plan Entity, the maximum amount of Matching Shares that Leonardo may assign to each Participant for each Allocation Cycle, and in particular: (a) for Participants having an employment relationship with Italian or Polish Plan Entities, Euro 1,800.00 (one thousand eight hundred/00), and (b) for Participants having an employment relationship with a US Plan Entity, USD 2,000.00 (two thousand/00); (ii) for Participants having an employment relationship with a UK Plan Entity, the maximum ratio of Matching Shares that can be awarded to any such Participants in a tax year as applicable therein, equal to 2 (two) Matching Shares for each 1 (one) Purchased Share.
CFA	Italian Legislative Decree No. 58/1998, as subsequently amended and implemented.

Conditions for Transfer	The conditions upon the occurrence of which (through the entire Lock-Up Period) Participants may exercise the right to transfer the Free Shares. Namely, the Participant: (i) shall continuously maintain his/her employment relationship with the relevant Plan Entity; (ii) shall not transfer the Purchased Shares, except for the Purchased Shares Above Threshold, as further described in Section 2.3.1 below.
Contribution Period	With respect to each Allocation Cycle, the period(s) during which Participants are required to make their respective Individual Contribution.
Corporate Governance Code	The Corporate Governance Code for listed Companies promoted by the Corporate Governance Committee, established before Borsa Italiana S.p.A., to which the Company adheres.
Date of Availability	The date from which Participants, upon fulfilment of the Conditions for Transfer, are entitled to transfer the Free Shares, which therefore will not be subject to the Lock-Up. The Date of Availability will be notified to Participants in accordance with the terms of the Regulation.
Distribution Ratio	With respect to the Matching Shares to be assigned to Participants, the ratio between Matching Shares and Purchased Shares, as better detailed in Section 2.3 below..
Employees	The employees of one of the relevant Plan Entities, as applicable with respect to the relevant jurisdiction where the Plan and the Regulation apply, it being understood that, in accordance with and for the purposes of the Plan, the Executives with Strategic Responsibilities are not included in this definition.

Executives with Strategic Responsibilities	The executives with strategic responsibilities of Leonardo, as defined in the “Procedure for Transactions with Related Parties” approved by the Board of Directors on 26 November 2010, as subsequently amended and implemented, available on the Company’s website.
EXM	The Euronext Milan Market, organized and managed by Borsa Italiana S.p.A.
Free Shares	Collectively, the Matching Shares and the Bonus Shares.
Group or Leonardo Group	Collectively, Leonardo and all entities over which the same exercises its control in accordance with Article 93 CFA.
Individual Contribution	With respect to each Allocation Cycle, the amount that each Participant pays in exchange for assignment of Purchased Shares.
Issuers Regulation	Consob Regulation No. 11971 dated 14 May 1999, as subsequently amended and implemented.
Leonardo or Company	Has the meaning set forth in the Introduction to this Regulation.
Lock-Up	With regard to the Free Shares, the impossibility of the relevant Participant to transfer such Free Shares throughout the entire Lock-Up Period, as identified with reference to each Plan Entity.
Lock-Up Period	<p>The period during which Participants are not entitled to transfer the Free Shares, as applicable to each relevant country where the Plan apply.</p> <p>More in details: (i) with respect to the Free Shares assigned to Participants having an employment relationship with Leonardo and the other Plan Entities located in Italy and Poland, the period of 3 (three) years as of the applicable</p>

Assignment Date; (ii) with respect to the Free Shares assigned to Participants having an employment relationship with US Plan Entities, the period of 1 (one) year as of the applicable Assignment Date; and (iii) with respect to the Free Shares assigned to Participants having an employment relationship with UK Plan Entities, a period between 3 (three) and 5 (five) years as of the applicable Assignment Date.

Managing Director

Company’s *pro tempore* managing director.

Matching Shares

The Leonardo Shares to be assigned to Participants free of charge based on the Allocation Ratio on the Assignment Date.

Minimum Contribution

(i) With respect to each Allocation Cycle: (i) with regard to Participants having an employment relationship with Polish Plan Entities, the amount of Euro 100.00 (one hundred/00); (ii) with regard to Participants having an employment relationship with the Company or other Italian Plan Entities, the amount of Euro 200.00 (two hundred/00); (iii) with regard to Participants having an employment relationship with US Plan Entities, the amount of USD 250.00 (two hundred and fifty/00); and (iv) with respect to each contribution period as specifically applicable to Participants having an employment relationship with UK Plan Entities, the monthly amount of GBP 10.00 (ten/00).

Participant

The Employee participating to the Plan in accordance with the provisions set forth in the Regulation.

Participation Period

Each period – within each Allocation Cycle – during which Employees may express their intention to adhere to the Plan in accordance with the terms provided in the Regulation. Throughout this period, the Employee shall complete those formalities required by the Regulation and/or the Plan Administrator.

People & Organisation Department	Leonardo People & Organisation Department, as composed from time to time.
Plan	The share ownership plan addressed to the Employees, subject of this Information Document.
Plan Administrator	The legal entity appointed by Leonardo to provide assistance in connection with the administration and management of the Plan, having the task to provide management services to Participants.
Plan Entities	Collectively, the companies located in Italy, United Kingdom, Poland and United States of America to which the Plan and the Regulation apply.
Purchase Price	With reference to each purchase of Purchased Shares, the price per single Purchased Share, equal to the market price – as applicable from time to time – per single Leonardo Share purchased on the market by the Plan Administrator.
Purchased Shares	The Shares that will be purchased on the market by the Plan Administrator, on behalf of Participants, through usage of the amount wired by the same as Individual Contribution, and that will be credited on the Participants’ respective Securities Account on the Assignment Date.
Purchased Shares Above Threshold	With reference to each Allocation Cycle, the portion of Purchased Shares purchased by the Participant which, upon reach of the relevant Cap Matching Shares by applying the relevant Allocation Ratio, do not entitle the Participant to receive any further Matching Shares.
Remuneration Committee	The committee composed entirely of non-executive and independent directors of Leonardo, whose features, appointment, duties and operating procedures are governed by specific regulation approved by Leonardo's Board of Directors,

having consulting and proposing functions on remuneration matters in compliance with the recommendations contained in article 5 of the Corporate Governance Code.

Securities Account

The securities account opened by each Participant with the Plan Administrator for the purposes of the Plan.

Shareholders' Meeting

Company's shareholders' meeting.

Shares or Leonardo Shares

Company's ordinary shares, having no par value, listed on EXM, with ISIN code: IT0003856405.

Treasury Shares Purchase

The purchase of Leonardo Shares servicing the Plan made by the Company on the market pursuant to article 2357 of Italian Civil Code, the CFA and the Issuers Regulation. Such purchased treasury Shares will be assigned to Participants exclusively as Free Shares.

1. RECIPIENTS OF THE PLAN

The Plan will apply to Employees of the Plan Entities having their registered office in Italy, Poland, United Kingdom and United States of America. In particular, Employees who meet the requirements better described below will be entitled to join the Plan.

During the implementation phase of the Plan, the structure of the Plan may undergo changes or adaptations aimed at ensuring compliance of the Plan with local legislation and/or for fiscal reasons or to allow broader participation in the Plan by Employees.

1.1 *Identification by name of Beneficiaries who are members of the Board of Directors of the Issuer, its parent companies and its direct and indirect subsidiaries*

The Plan is addressed to Employees of the Plan Entities, *i.e.* employees having an employment relationship *(i)* providing for an indefinite term (*i.e.* those Employees of the Plan Entities based in Italy, UK or US, provided that Italian and UK employees with an apprenticeship contract may join the Plan too), or *(ii)* providing for either a fixed-term or indefinite term (*i.e.* those Employees of the Plan Entity based in Poland). The Plan shall also apply to those Employees being also members of the board of directors of any Plan Entities (except with reference to those having their respective registered office in Italy), it being understood that the Plan is addressed to such latter Employees solely by virtue of their existing employment relationship with one of the Plan Entities and not, on the other hand, by virtue of their directorship relationship.

The identification by name of Participants will be possible at the time of the implementation of the Plan by the Board of Directors. Therefore, reference shall be made to the information that will be provided pursuant to Article 84-*bis*, paragraph 5 (a) of the Issuers Regulation.

1.2 *Categories of employees or associates of the Issuer and of the parent companies or subsidiaries of said Issuer*

The Plan is addressed to all Employees of the Plan Entities, provided that the requirements set forth in the Regulation for each of the Plan Entities are met. The Plan may also be extended to those who join the workforce of the Plan Entities as new Employees during the three-year period, if they meet the requirements set forth in the Regulation.

Therefore, all those who have (or will have) in place, during the three-year period, a permanent or fixed-term employment relationship – as the case may be depending on the jurisdiction in which the Regulation apply, – with Leonardo or with a different Plan Entity are recipients of the Plan.

In identifying Participants, the Board of Directors and/or the Managing Director may avail themselves of the technical-administrative assistance of the People & Organisation Department as well as of the other competent corporate bodies and internal functions of Leonardo.

1.3 *Identification by name of the beneficiaries belonging to the following groups:*

a) *general managers of the issuer*

The Plan does not apply to general managers of the Company.

b) *other executives with strategic responsibilities of the issuer that is not a “small enterprise” pursuant to Article 3(1)(f) of Regulation No. 17221 dated 12 March 2010, should they have received during the fiscal year an overall compensation (obtained by the sum of monetary salaries and compensation based on financial instruments) higher than the highest overall compensation provided to members of the board of directors and general managers of the issuer*

Not applicable.

None of the Executives with Strategic Responsibilities has received, during the financial year, an overall salary which is higher than the highest overall salary awarded to members of the Board of Directors and general managers of Leonardo.

c) *natural persons controlling the issuer, either employees or collaborators of the issuer*

Not applicable as there are no natural persons controlling Leonardo.

1.4 *Description and numerical indication, separated by category*

a) *of executives with strategic responsibilities other than those specified in paragraph 1.3(b)*

The Plan does not apply to any Executive with Strategic Responsibilities.

b) *in case of “small enterprise” pursuant to Article 3(1)(f) of Regulation No.17221 dated 12 March 2010, indication by aggregate of all key management personnel of the issuer*

Not applicable on the ground that Leonardo does not qualify as a “small enterprise” under Article 3, paragraph 1, letter f) of the regulation issued by Consob upon resolution No. 17221 of 12 March 2010.

- c) *of any other categories of employees or contractors in relation to which differentiated plan features are provided (e.g., managers, executives, employees, etc.)*

The incentive scheme implemented through the Plan does not provide for any kind of differentiation between Employees (*e.g.*, managers, middle managers, employees, *etc.*) having an employment relationship in the relevant Plan Entity to which the Regulation applies.

2. MOTIVATION AND PURPOSES OF THE PLAN

2.1 Objectives intended to be achieved through the Plan

Through the adoption of the Plan the Company intends to promote Employees’ loyalty, strengthen their sense of belonging to the Leonardo Group and encourage their active participation in the Group's long-term growth.

In particular, the Plan represents a mean for incentivizing and retaining key personnel as well as Group Employees and, in line with the best national and international practices, the Company intends to promote and pursue the following objectives:

- i. strengthen the engagement and sense of belonging of the Employees of the Plan Entities, promoting their loyalty and stable participation in the Company's share capital;
- ii. direct company resources towards strategies aimed at pursuing medium-to long-term results;
- iii. further develop retention policies aimed at fostering the loyalty of corporate resources and encouraging their permanence in the Company or in other companies belonging to Leonardo Group; and
- iv. strengthen the alignment of the interests of Participants with those of shareholders in the medium-to-long term.

In view of the fact that the creation of value for shareholders (including Employees by virtue of their participation in the Plan) in the medium-to-long term forms the primary purpose of the Company, the Board of Directors believes that the Plan – which is also based on the free assignment, and related availability for the Participant, of Shares deferred in the medium-to-long term – by aligning the interests of Employees with those of shareholders, represents an incentive and loyalty-building mean that effectively meets the interests of the Company.

2.2 Key variables, including in the form of performance indicators considered for the award of financial instrument within the Plan

Neither the right to purchase Purchased Shares nor the subsequent assignment of Matching Shares and Bonus Shares is linked to any performance indicators.

2.2.1 Additional information

Not applicable.

2.3 *Elements used for the determination of the amount of compensation based on financial instruments, or criteria for such determination*

The Plan envisages an incentive based exclusively on Leonardo Shares. The number of Purchased Shares subject to allocation to each Participant will be determined according to the amount of the relevant Individual Contribution and based on the Purchase Price. In this regard, for the purposes of the Plan, the Purchase Price applicable to the purchase of Purchased Shares by the Participant will be equal to the purchase price applicable to the purchases of Shares made by the Plan Administrator on the market.

Moreover, without any further disbursement, on the Assignment Date, the following Shares will be credited to the Participant's Securities Account:

- (i) an amount of Matching Shares determined as follows: (a) to Participants of the Plan Entity based in Poland, 1 (one) Matching Share for each 2 (two) Purchased Shares purchased; (b) with respect to Participants of any of the Plan Entities based in Italy, UK or US, 1 (one) Matching Share for each 3 (three) Purchased Shares purchased; and
- (ii) the following fixed amount of Bonus Shares, *una tantum*: (a) to Participants of the Plan Entity based in Poland, 3 (three) Bonus Shares; and (b) to Participants of one of the Plan Entities based in Italy, United Kingdom or US, 4 (four) Bonus Shares, it being understood that each Participant will be entitled to receive Bonus Shares only on the Assignment Date of the first Allocation Cycle in which he/she joins the Plan, and not under subsequent Allocation Cycles.

The Individual Contribution shall not, in any event, be less than the Minimum Contribution.

2.3.2 *Additional information*

For the purposes of incentivizing the stable participation of Employees in the Company's share capital, Participant's right to transfer the Free Shares is subject to the Lock-Up and the other Conditions for Transfer specified hereafter.

More in detail, by virtue of the Lock-Up and until the expiry of the Lock-Up Period, the Free Shares may be transferred by the Participant only upon: (i) regarding Free Shares of Participants employed by Plan Entities based in Italy or Poland, the expiry of a 3 (three)-year period as of the applicable Assignment Date; (ii) regarding Free Shares of Participants employed by Plan Entities based in the US, the expiry of a 1 (one)-year period as of the applicable Assignment Date; and (iii) regarding Free Shares of Participants employed by Plan

Entities based in the UK, the expiry of a period between 3 (three) and 5 (five) years as of the relevant Assignment Date, in accordance with law applicable thereto.

Additional Conditions for Transfer applicable to Participants are the obligations to: (i) continuously maintain their employment relationship with the relevant Plan Entities (as provided in the Regulation with respect to each jurisdiction in which a Plan Company is located and in accordance with the regulations applicable therein); and (ii) throughout the Lock-Up Period, not to transfer the Purchased Shares, except for Purchased Shares Above Threshold (this item (ii) does not apply to UK Participants).

The incentives provided by the Plan are consistent with Leonardo remuneration policy. For further details, reference shall be made to the remuneration report duly published on the Company's website (*www.leonardo.com*).

2.4 *Reasons behind any determination to award financial instruments not issued by the issuer, such as financial instruments issued by subsidiaries or parents companies or companies outside the Group; in the event that the aforementioned instruments are not traded on regulated markets, information on the criteria used to determine the value attributable to the same*

Not applicable as the financial instruments allocated to Participants are exclusively Leonardo Shares.

2.5 *Assessments regarding significant tax and accounting implications that affected the design of the plans*

No fiscal reasons influenced the definition of the Plan terms.

The relevant tax and contribution implications will be those provided by the *pro-tempore* applicable legislation in force in the Participant's country of residence.

With regard to the Italian legal system, it should be noted that the features of the Plan meet the conditions set forth in Article 51, paragraph 2 (g) of Presidential Decree n. 917/1986 (“TUIR”).

2.6 *Possible support of the plan by the “Special fund for encouraging workers’ participation in the companies”, as provided by Article 4, Paragraph 112, of Law n. 350 dated 24 December 2003*

The Plan is not supported by the “Special fund for encouraging workers’ participation in the companies”, as provided by Article 4, Paragraph 112, of Law n. 350 dated 24 December 2003.

3. APPROVAL PROCESS AND TIMING OF THE ALLOCATION OF INSTRUMENT

3.1 Scope of powers and functions delegated by the Shareholder’ Meeting to the Board of Directors in order to implement the Plan

On 3 April 2025, the Board of Directors – upon favorable opinion of the Compensation Committee – determined to submit the Plan for approval to the Shareholders' Meeting convened on 26 May 2025, in single call.

The Shareholders' Meeting, when approving the Plan, grant powers to the Board of Directors to implement and manage the Plan. Within such powers, which may also be exercised upon favorable opinion and/or proposal of the Remuneration Committee, power to implement the Regulation, amend and/or supplement it, as well as to identify the beneficiaries, are included.

3.2 Subjects managing the Plan and relevant functions and expertise

Without prejudice to powers reserved to the Shareholders’ Meeting, the Board of Directors is entitled to assume determinations concerning the Plan, also managing the implementation of the Plan by applying the provisions of the Regulation.

The Board of Directors, also on the basis of the advisory activity by the Remuneration Committee, may delegate powers to the Managing Director for the purpose of enforcing the Regulation or to amend it and managing the Plan. Under an operational stand-point, the Board of Directors and/or the Managing Director may avail themselves of the technical-administrative assistance of the People & Organisation Department as well as of the other competent corporate bodies and internal functions of Leonardo, with the support of the Plan Administrator, operating upon specific mandate by Leonardo, having the task of providing management services to the Participants as detailed in the Regulation.

3.3 Existing procedures for revising the Plan, including in relation to any changes in its objectives

Without prejudice to the powers of the Shareholders' Meeting according to applicable laws, the Board of Directors – upon consulting, where necessary, the Remuneration Committee – is entitled to amend the Plan.

3.4 Description of methods by which the availability and allocation of the financial instruments on which the Plan is based will be determined

For the purposes of enforcing the Plan, Leonardo will provide Participants with: (i) in part, Purchased Shares, purchased on the market by the Plan Administrator, on behalf of

Participants, through the amount paid by the same as Individual Contribution; and (ii) in part, Free Shares purchased by virtue of the Treasury Shares Purchases executed by the Company on the market on the basis of the authorizations pursuant to article 2357 of the Italian Civil Code, as granted from time to time by the Shareholders' Meeting.

The Purchase Price applicable to the purchase of Purchased Shares by the Participant will be equal to the purchase price applicable to the purchases of Shares made by the Plan Administrator on the market.

In addition, with reference to each Allocation Cycle, should the amount of Free Shares to which the Participant is entitled (also by applying the Allocation Ratio) be higher than the actual amount of Free Shares purchased by the Company, the amount of Free Shares to be assigned to each Participant shall be determined through application of a distribution ratio, as detailed in the Regulation.

On the Assignment Date, the Purchased Shares will be credited to the Participants' respective Securities Accounts along with the Matching Shares and the Bonus Shares.

3.5 Function of each director in determining the features of the Plan; possible occurrence of conflicts of interest on the part of the directors concerned

The entire process aimed at defining the features of the Plan was carried out collegially and upon proposals and advisory by the Remuneration Committee, in accordance with the recommendations of the Corporate Governance Code and the relevant corporate best practices.

In the event of a conflict of interest, the operational management of the Plan shall be referred to the Board of Directors, upon consultation with the Remuneration Committee.

3.6 Date of the determination made by the corporate body responsible for proposing the approval of the plans to the Shareholders' meeting and the proposal of the remuneration committee, if any

Company's Board of Directors, on 3 April 2025, upon favorable opinion by the Remuneration Committee, reunited on 26 March 2025, approved the terms of the Plan and resolved to submit the same for approval to the Shareholders' Meeting.

3.7 *Date of the determination made by the relevant corporate body regarding the allocation of the instruments and the proposal to the aforementioned body made by the remuneration committee, if any*

The adoption of the Plan, and therefore the Regulation, will be submitted for approval to the Shareholders' Meeting convened on 26 May 2025, in single call.

Upon such approval, the Board of Directors will meet in order to assume relevant determination aimed at implementing of the Plan.

3.8 *Market price, recorded on the dates mentioned above, for the financial instruments on which the plans are based, if traded on regulated markets*

As of 26 March 2025, the official closing price of the Shares on the market was equal to Euro [45,94].

As of 3 April 2025, the official closing price of the Shares on the market was equal to Euro [46,10].

3.9 *Terms and conditions which the issuer has taken into account when identifying the timing of the allocation of instruments in implementation of the Plan, the possible time coincidence between (i) said allocation or any decisions taken in this regard by the remuneration committee and (ii) the disclosure of any relevant information pursuant to Article 17 of EU Regulation No. 596/2014*

As mentioned, the structure of the Plan provides that, upon (i) purchases of Shares on the market through the amount paid by the Participants as Individual Contribution; and (ii) Treasury Shares Purchases made on the basis of the authorizations pursuant to article 2357 of the Italian Civil Code, as granted from time to time by the Shareholders' Meeting, on the Assignment Date the Purchased Shares and the Free Shares will be credited to the Participants' Securities Accounts.

Without prejudice to the Regulation provisions and to the powers of the Shareholders' Meeting, the Board of Directors is entitled to assume, and responsible for, the decisions concerning the Plan.

In setting forth the timing and the extent of the time-periods which, having regard to each Allocation Cycle, determine the time between the Date of Acceptance and the Assignment Date, as well as the other terms of the Plan as notified to Participants from time to time in accordance with the Regulation, Leonardo takes into account the features and effects of the provisions of

law and regulations *pro-tempore* in force, including those relating to the disclosure of inside information, also with reference to Article 17 of EU Regulation No. 596/2014.

4. FEATURES OF THE FINANCIAL INSTRUMENTS

4.1 Description of the forms in which compensation plans based on financial instruments are structured

The Shares to be assigned have regular entitlement to dividend and, therefore, the rights pertaining thereto shall accrue to each Participant from the relevant Assignment Date.

The Plan will be executed by providing Participants with Purchased Shares and Free Shares. The Purchased Shares will be purchased on the market by the Plan Administrator against a price equal to the Purchase Price, through the amount paid by Participants as Individual Contribution. The Free Shares shall be assigned to Participants free of charge in accordance with Section 2.3 above, and will be purchased by virtue of the Treasury Shares Purchases executed by the Company on the market on the basis of the authorizations pursuant to article 2357 of the Italian Civil Code, as granted from time to time by the Shareholders' Meeting.

The Participant will be entitled to transfer the Free Shares upon fulfillment of the Conditions for Transfer, as described in Section 2.3.1. above.

4.2 Period of actual implementation of the Plan with reference also to any different cycles envisaged

The Plan is structured into three annual recurring cycles (so-called *rolling*) that will run over the course of the financial years 2025, 2026 and 2027. Participants may join the Plan within the Participation Period of each Allocation Cycle.

The assignment of Leonardo Shares within a certain Allocation Cycle shall not constitute a prerequisite and/or basis for the assignment of further Leonardo Shares within any subsequent Allocation Cycle.

The Company, through the Plan Administrator, will notify the Participant all relevant terms for the activities set forth in the Regulation, including with reference to the Participation Periods and the Contribution Periods.

4.3 Term of the Plan

The Plan will have a minimum duration of 3 (three) years.

4.4 *Maximum number of financial instruments allocated in each fiscal year in relation to individuals identified by name or categories provided*

The maximum overall amount of Free Shares servicing the Plan, having regard to all 3 (three) Allocation Cycles, is equal to 600,000 (six hundred thousand).

4.5 *Modalities and provisions for the implementation of the Plan, specifying whether the actual allocation of the instruments is subject to the occurrence of conditions or the achievement of certain results, including performance results; description of such conditions and results*

Please refer to Sections 2.3, 2.3.1, 4.1 and 4.2. above.

The Participant's right to receive Free Shares is not linked to any performance indicators. The Participant's right to transfer the Free Shares is conditional upon the fulfillment of the Conditions for Transfer.

4.6 *Constraints on the availability of the financial instruments, with particular reference to the terms within which subsequent transfer to the company or third parties is permitted or prohibited*

The Participant's right to transfer the Free Shares is conditional upon the fulfillment of the Conditions for Transfer, including with reference to the Lock-Up applicable throughout the Lock-Up Period, as better detailed in Section 2.3.1 above.

The Company, through the Plan Administrator, will notify the Participants of the fulfillment of the Conditions for Transfer, as applicable from time to time with respect to each Allocation Cycle.

If, on the contrary, with respect to the relevant Participant the Conditions for Transfer are not met, the latter shall return to Leonardo the Free Shares he/she received under the relevant Allocation Cycle, in accordance with the terms and timing to be communicated by the Plan Administrator.

4.7 *Possible conditions subsequent in relation to the allocation of the plans in the event that recipients engage in hedging transactions to neutralize any prohibitions on the sale of the financial instruments allocated*

Not applicable, as there are no termination conditions if the Participant engages in hedging transactions.

4.8 *Description of the effects determined by the termination of employment relationship*

Should the employment relationship of a Participant employed by one of the Plan Entities be terminated as a result of certain circumstances as provided in the Regulation, including but not limited to: (i) the Participant's dismissal by Leonardo or another Plan Entity; or (ii) the Participant's voluntary resignation; and such termination of employment occurs before the expiry of the Lock-Up Period, the Free Shares shall be returned to the Company in full.

In case of termination by mutual consent of the employment relationship within the expiry of the Lock-Up Period, the Participant will keep legitimate ownership of the Free Shares assigned during the Allocation Cycle in which the termination occurred, remaining in any case subject to the Lock-Up.

Should the employment relationship between the Participant and the relevant Plan Entity terminate before the expiry of the Lock-Up Period as a result of, among others: (i) early retirement or old-age pension treatment; (ii) invalidity pension; (iii) transfer of business or part thereof, the Participant maintains the right to participate to the Allocation Cycles to which he/she already adhered, remaining in any case subject to the Lock-Up.

If the Participant's death occurs during the Lock-Up Period, the Participant's beneficiaries shall be entitled to have assigned the Participant's Shares, being in any case subject to the Lock-Up.

4.9 *Indication of any other causes relevant for cancellation of plans*

No grounds for cancellation of the Plan are provided.

4.10 *Reasons for any provision for a redemption, by the company, of financial instruments in accordance with Articles 2357 et seq. of the Italian Civil Code*

The Plan includes no provisions on the redemption of Shares by the Company.

The Plan sets forth a so-called *claw-back* principle. Specifically Leonardo, through its competent corporate bodies, will be entitled to take the following actions should, within the term of the Plan, be determined that the fulfillment of the Conditions for Transfer has been affected by any of the following events or facts by the Participant:

- i. fraudulent or grossly negligent conduct that caused damage of any of the Group companies;
- ii. conduct contrary to applicable law;
- iii. breach of duties of loyalty and good management (where applicable);

Leonardo, in such cases, shall be entitled to obtain:

- i. the return of the Free Shares;
- ii. if the Free Shares have already been sold, the return of the relevant sale value.

4.11 *Any loans or other facilities for the purchase of Shares pursuant to Article 2358 of the Italian Civil Code*

Not applicable.

4.12 *Valuation of the expected burden on the company at the date of the relevant assignment, as determinable on the basis of terms and conditions already defined, providing overall amount and in relation to each instrument of the plan*

As of the date of this Information Document, there is no sufficient evidence to provide reliable assessments on the expected burden on the Company as this is conditioned by several factors that cannot be foreseen.

4.13 *Any dilutive effects on capital brought by the remuneration plans*

Taking into account that the Free Shares of the Company, to be assigned to Participants by virtue of the Plan, will be treasury shares held by the Company, no dilutive effects for shareholders are expected.

4.14 *Any limits provided for the exercise of voting rights and the allocation of property rights*

The Shares to be assigned have regular entitlement, as no limitations are provided to the exercise of the relevant right they embody.

4.15 *In cases where shares are not traded in regulated markets, any information useful for a complete assessment of the value attributable to them*

Not applicable, as the Shares are admitted to trading on EXM, organized and managed by Borsa Italiana S.p.A.

4.16 *Number of financial instruments underlying each option*

Not applicable as the Plan pertains the assignment of Shares.

4.17 *Expiry of options*

Not applicable as the Plan pertains the assignment of Shares.

4.18 *Modalities, timing and clauses for exercising options*

Not applicable as the Plan pertains the assignment of Shares.

4.19 *Exercise price of the option or means and criteria for its determination*

Not applicable as the Plan pertains the assignment of Shares.

4.20 *In the event that the exercise price of the option is not equal to the market price determined as indicated in the previous items (so-called fair market value), reasons for the relevant difference*

Not applicable as the Plan pertains the assignment of Shares.

4.21 *Criteria on the basis of which different exercise prices of the options are expected among various parties or various categories of recipients*

Not applicable as the Plan pertains the assignment of Shares.

4.22 *Should the financial instruments underlying the options be not traded in regulated markets, provision of the value attributable to the underlying instruments or the criteria for determining such value*

Not applicable as the Plan pertains the assignment of Shares.

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

In case of occurrence of extraordinary transactions on the Company’s share capital or other transactions having a significant impact on the economic amount represented by the Shares assigned to Participants (such as, *inter alia*, the distribution of extraordinary dividends or the conversion of bonds) the Company shall make any possible effort, including any amendments to the Plan, in order to keep the essential contents of the Plan as unchanged to any possible extent, in accordance with the purposes and objectives pursued by the Plan.

Namely, in the event of transactions or activities including without limitation: group and split of Shares, capital increases, special categories of shares, shares with warrants, convertible bonds and convertible bonds with warrants, mergers and demergers, distribution of extraordinary dividends through withdrawal of Leonardo's reserves, capital reduction,

transfers and contributions of business units or other extraordinary transactions involving the Company which may change its current scope, or in the event that the shares of the Company are no longer traded on EXM; changes in the corporate names of the Company and/or any of the Subsidiaries or any other formal changes – as well as legislative or regulatory changes or other events likely to affect the Shares or the Plan, or when it is deemed necessary and/or appropriate, the competent corporate bodies of Leonardo shall have the right to make any amendments and additions to the Regulation and the related documents considered necessary and/or appropriate in order to keep the essential contents of the Plan as unchanged as possible in compliance with the objectives and purposes of the Plan.

Amendments and additions shall be final and binding on the Employees or Participants, as the case may be, in the absence of manifest mistakes, and shall be effective from the date of their approval by the competent corporate body of Leonardo. Notification of such changes to the Employees or the Participants, as the case may be, will be made pursuant to this Regulation.

4.24 Remuneration plans based on financial instruments

The Table below, as provided for in paragraph 4.24 of Schedule 7 of Annex 3A to the Issuers Regulation, will be detailed at the time of the assignment of the Shares and updated from time to time during the implementation of the Plan in accordance with Article 84-bis, paragraph 5(a) of Issuers Regulation.

REMUNERATION PLANS BASED ON FINANCIAL INSTRUMENTS

Table No. 1 of Schedule 7 of Annex 3 of Regulation No. 11971/1999.

Date: ____/____/____

LAST NAME AND FIRST NAME OR CATEGORY	POSITION (TO BE INDICATED ONLY FOR INDIVIDUALS IDENTIFIED BY NAME)	FRAMEWORK 1						
		Financial instruments other than stock options						
		Section 2						
		DATE OF THE SHAREHOLDERS' RESOLUTION	TYPE OF FINANCIAL INSTRUMENTS	NUMBER OF FINANCIAL INSTRUMENTS	DATE OF ASSIGNMENT	POSSIBLE PURCHASE PRICE OF THE INSTRUMENTS	MARKET PRICE ON THE ASSIGNMENT DATE	VESTING PERIOD