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PRICE SENSITIVE

PRESS RELEASE

MEXEDIA SIGNS A FIXED-PRICE EQUITY INVESTMENT AGREEMENT WITH LIKAN AG FOR UP TO EUR 20 MILLION

Reserved, divisible capital increase to be executed in tranches over twelve months at a fixed price of EUR 1.00 per share

Rome (Italy), 29 October 2026 – Mexedia S.p.A. Società Benefit (Euronext Growth Paris: ALMEX, ISIN: IT0005450819, the "Company") announces that, upon implementation of the resolution adopted by the Extraordinary Shareholders' Meeting of 28 October 2026, it has signed today an investment agreement (the "Agreement") with Likan AG, a company incorporated under Swiss law with registered office in Zug (the "Investor"), under which the Investor undertakes to subscribe for newly issued Mexedia ordinary shares for an amount of up to EUR 20,000,000, through a paid capital increase reserved to the Investor, divisible and with exclusion of the pre-emption right pursuant to Article 2441(5) of the Italian Civil Code, at a fixed subscription price of EUR 1.00 per share (the "Transaction").

Upon signing of the Agreement, the Investor subscribed for and fully paid the first tranche of the capital increase, amounting to EUR 1,000,000, through the issuance of 1,000,000 new ordinary shares at a price of EUR 1.00 per share, of which EUR 0.02 allocated to share capital and EUR 0.98 to share premium. As a result of this subscription, the subscribed and paid-up share capital amounts to EUR 57,340,000, represented by 9,353,129 ordinary shares. The new shares will be the subject of an application for admission to trading on Euronext Growth Paris.

The Transaction follows the reorganisation of the Group carried out during 2026, which redefined the Company's operating perimeter and lightened its financial structure, and the entry of Stantup Service S.r.l. into the Group. Mexedia has taken on the configuration of an industrial holding company, and the Transaction is intended to provide it with the primary cash capital required to pursue this path.

The proceeds of the Transaction are mainly intended for external growth, through the acquisition of new equity investments, as well as for the development of and support to the Company's subsidiaries and for

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the capital strengthening of the Company. As at the date of this press release, the Company has not entered into any binding commitments relating to specific acquisitions.

"*The agreement with Likan AG provides Mexedia with a capital facility on predetermined terms, to be drawn according to actual needs and growth opportunities*", said **Paolo Bona**, Chief Executive Officer of Mexedia. "*Following the reorganisation of the Group and the entry of Stantup, Mexedia is opening a new phase in its journey as an industrial holding company. The resources will be mainly used to acquire stakes in companies with recurring revenues, positive profitability and real synergies with the Group, with the aim of building value over time for the Company and its shareholders.*"

Key terms of the Agreement

The Agreement provides for the following key terms:

– a subscription commitment by the Investor for a maximum total amount of EUR 20,000,000 (the "Financing Commitment"), on a best efforts basis, to be executed within twelve months from the date of signing of the Agreement;

– a commitment by the Investor to subscribe for a total of EUR 2,500,000 within the first ninety days from the date of signing of the Agreement (the "Initial Commitment"), including a first tranche of EUR 1,000,000, executed upon signing of the Agreement;

– execution of the Transaction in subsequent tranches, each for an amount between EUR 250,000 and EUR 2,000,000, to be drawn down by the Company at its discretion through execution requests, depending on its cash needs; the Investor may reduce the amount requested for each tranche down to a minimum of EUR 250,000;

– an intermediation fee (the "Fees") payable to the company designated by the Investor, equal to 10% of the gross amounts actually paid by the Investor and received by the Company, payable in cash within five business days of each receipt; upon full execution of the Transaction the Fees would amount to EUR 2,000,000. No fee is due on amounts not subscribed, including in the event of termination by the Company;

– a fixed subscription price of EUR 1.00 per share for the entire term of the Agreement (representing a discount of 67.43% on the closing price of Mexedia shares of 28 October 2026), subject only to

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proportional adjustment in the event of corporate actions affecting the share capital (for example, reverse share splits, share splits, bonus issues and similar transactions), in order to preserve the economic value per share for the Investor;

– a final subscription deadline set at twelve (12) months from the date of signing of the Agreement;

– cash subscription of newly issued ordinary shares, having the same characteristics as the outstanding shares, with an application for admission to trading on Euronext Growth Paris following the issuance of each tranche;

– a prohibition on the Investor, for the entire term of the Agreement, from taking, directly or indirectly, short positions on Mexedia shares or on related instruments;

– the right of the Company to terminate the Agreement at any time with no less than thirty days' prior written notice, at no cost.

Conditions precedent to the Investor's obligation to subscribe for the tranches under the Agreement

For each tranche, the Investor's subscription obligation is subject to certain contractually defined conditions precedent, upon the occurrence of which the Investor may suspend or decline to subscribe for the relevant tranche. These conditions include, among others:

– the suspension or limitation of trading in the Company's shares on Euronext Growth Paris beyond predefined durations;

– a decrease in the average daily trading volume of the Company's shares below 20,000 shares over the thirty trading days preceding the execution request;

– a volume-weighted average price (VWAP) of the Company's shares, over the thirty trading days preceding the execution request, below EUR 1.00;

– failure by the Company to comply with its periodic and ongoing disclosure obligations;

– material changes in the strategic direction or principal business of the Company that substantially and adversely affect the Investor's investment;

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– a change of the Chief Executive Officer of the Company, in which case the Investor may suspend the execution of subsequent tranches for the time needed to assess its impact on its investment;

– the acquisition by third parties, including in concert, of a holding equal to or exceeding 20% of the Company's voting rights after the signing of the Agreement, excluding shareholders already holding such stake on such date, subscriptions made by the Investor, and investment, capital increase, contribution or financing transactions approved by the Board of Directors in the ordinary course of the Company's financial and strategic activities and duly disclosed to the market.

The Agreement also provides for a dispute procedure: should the Company dispute the occurrence of a condition precedent, it has five business days to submit a written objection, followed by ten business days of good-faith consultation between the parties.

As a result of these provisions, the amount of the Financing Commitment is not backed by an unconditional guarantee of execution: the subscription of each tranche presupposes that none of the above conditions occurs at the time of the relevant request, or that the Investor has waived the occurrence of such conditions. The Investor is required to exercise these rights in good faith pursuant to Article 1375 of the Italian Civil Code.

Dilutive impact and shareholding structure

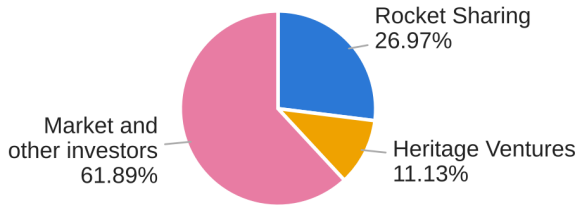
Full execution of the Transaction, for a total of EUR 20,000,000 at an issuance price of EUR 1.00 per share, would entail the issuance of up to 20,000,000 new Mexedia ordinary shares, in several instalments corresponding to the individual tranches, representing 70.54% of the post-Transaction share capital. As a result, a shareholder holding 1% of the share capital before the Transaction would hold, upon full execution, 0.2946% of the share capital.

Since execution of the Transaction takes place in tranches and is subject to conditions, the dilutive effect of the Transaction is also shown for intermediate scenarios, on the basis of the 8,353,129 shares outstanding before the Transaction: as a result of the first tranche, executed upon signing of the Agreement for EUR 1,000,000, a shareholder who held 1% prior to the first tranche holds 0.8931% after the first tranche; upon completion of the Initial Commitment, for EUR 2,500,000, that shareholder would hold 0.7697%; upon completion of the full Transaction, for EUR 20,000,000, that shareholder would hold 0.2946%.

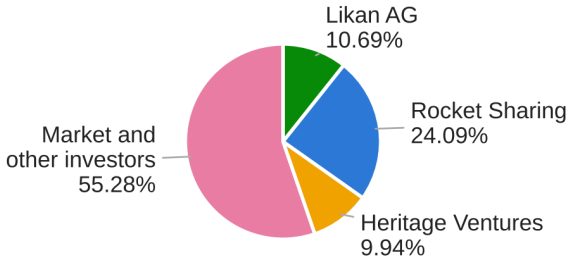
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To the best of Mexedia's knowledge, in the absence of notifications from the Investor regarding the shareholding actually held and assuming that the Investor retains all the shares subscribed, the breakdown of the share capital before the Transaction, after the first tranche, upon completion of the Initial Commitment and upon full execution of the Transaction is as follows:

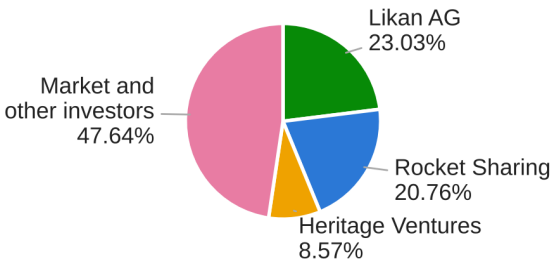
Shareholding structure before the Transaction



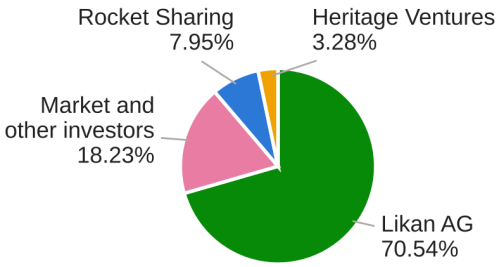
Shareholding structure after the first tranche (EUR 1,000,000)



Shareholding structure after the Initial Commitment (EUR 2,500,000)



Shareholding structure upon full execution (EUR 20,000,000)



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Such figures do not take into account any shares that may be issued in respect of the residual commitment of Rockbridge Capital Management AG, amounting to EUR 1,000,000, the use of which remains subject to a subsequent and separate resolution.

The 50% threshold would be exceeded by the Investor upon the subscription of a total of 8,353,130 shares, corresponding to approximately EUR 8.4 million.

Admission to trading

The newly issued shares relating to each tranche will be the subject of an application for admission to trading on Euronext Growth Paris as soon as reasonably practicable after their issuance.

Risks related to the Transaction

Investors are invited to consider the following risks related to the Transaction:

– the execution of the tranches is subject to the conditions precedent described above and the Investor's commitment is given on a best efforts basis: there is therefore no guarantee that the entire Financing Commitment will be subscribed, nor that it will be subscribed within the timeframe expected by the Company;

– the subscription price of EUR 1.00 is significantly lower than the current market price and the period averages of the Company's shares as at the date of this press release; the issuance of shares to the Investor at that price would entail a dilutive effect for existing shareholders, including in terms of value;

– full execution of the Transaction may result in a change of control of the Company;

– the market price of Mexedia shares may fluctuate and fall below the subscription price of EUR 1.00 provided for in the Agreement, potentially triggering the VWAP-related condition precedent;

– the volatility and liquidity of Mexedia shares may change significantly;

– sales on the market by the Investor of the shares subscribed could have a negative impact on the market price of Mexedia shares;

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– the Fees, equal to 10% of the amounts paid, constitute an accounting transaction separate from the capital increase and do not change its amount, the issuance price or the allocation between share capital and share premium; they would, however, correspondingly reduce the net cash proceeds of the Transaction.

The issuance of shares in the context of the Transaction does not require the approval of a prospectus by the French Financial Markets Authority (*Autorité des marchés financiers*) or by CONSOB (*Commissione Nazionale per le Società e la Borsa*).

Forward-looking statements

This press release has been prepared for information purposes only and does not constitute an offer to sell or a solicitation of an offer to purchase or subscribe for financial instruments.

This press release contains forward-looking statements within the meaning of applicable regulations, including statements relating to the expected effects of the Transaction, its completion, the expected timing, future developments of Mexedia's business, as well as expectations, projections, strategic objectives and future events. Such statements are based on information, assumptions, expectations, estimates and projections currently available to management as at the date of this press release and, by their nature, are subject to known and unknown risks, uncertainties, external factors and other events that are difficult to predict and beyond the Company's control. There is therefore no guarantee that the objectives, events or results indicated will actually be achieved; actual results may differ, even significantly, from those expressed or implied. Mexedia undertakes no obligation to publicly update any forward-looking statements, except as required by applicable law.

This press release is published pursuant to Article 17 of Regulation (EU) No 596/2014 on market abuse (Market Abuse Regulation – MAR).

About Mexedia

Mexedia S.p.A. Società Benefit is an international tech company listed on Euronext Growth Paris (ticker: ALMEX) and active in the telecommunications and digital services sector. The Company develops solutions designed to manage and optimise communication between companies and their customers through integrated technologies, automation and omnichannel services. As at the date of this press release, Mexedia controls Stantup Service S.r.l. As a Società Benefit, Mexedia pursues, alongside its

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profit objective, purposes of common benefit towards people, communities, territories and the environment.

About Likan AG

Likan AG is a Swiss public limited company (Aktiengesellschaft) incorporated in 2007, with registered office in Zug and registered with the Commercial Register of the Canton of Zug. According to its corporate purpose, Likan AG acquires direct and indirect holdings in companies in Switzerland and abroad, finances companies and provides management services to affiliated companies.

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