

## Summary of key elements of proposed 2024 Long Term Incentive Plan

### Preamble

1. **Intention:** Solutions 30 SE (hereafter **S30** or the **Company**) wishes to implement certain Long-Term Incentives Plan (the **LTIP**) across its Group. To this regard S30 aims to implement the LTIP composed of:
  - a. **Share Certificate Subscription Plan** to the benefit of its Group Management Board (4) and Executive Committee (8) members; and
  - b. **Country Award Plan** to the benefit of its Country / Business Unit local Managers (65).
2. **Advisory vote at Annual General Meeting of Shareholders (the AGM):** The LTIP will be submitted to vote of the shareholders for advisory purposes for the first time in the AGM to resolve upon the financial statements for the fiscal year 2023 of the Company.
3. **Overall Purpose:** (1) to offer competitive compensation packages in the global marketplace and incentivize long-term participation by participants in the Company's success. This objective aims to attract and retain highly qualified executive officers whose skills, experience, and commitment are crucial for the effective management of the Company's business for the benefit of its shareholders. (2) to facilitate the motivation, commitment, and retention of highly qualified executive officers with the necessary skills, education, experience, and personal qualities required to manage the Company's business effectively. (3) to align the long-term interests of the Company's executive officers with those of its shareholders by providing them with the opportunity to participate in the Company's long-term growth, while enduring a financial commitment and respective underlying associated risks. This objective also promotes a stronger sense of involvement with the Company and the broader employee group.
4. **Share Certificate Subscription Plan versus Country Award Plan:** While both plans integrate the greater aim of S30 to incentivize its key employees to the contribution to the Group's overall growth, their individual aim differs as described below:
  - a. **The Share Certificate Subscription Plan** aims for certain eligible beneficiaries to subscribe to a financial instrument (the **Share Certificate(s)**) as issued by S30, which may be converted into S30 equity after a 3-year term and provided key performance criteria have been met. This entails for the holders of the Share Certificate to take a financial risk as they are subscribing to an instrument, with no guarantee of a return. Notably, this scheme aligns the interests of such beneficiaries, with those of the Company and its shareholders and investors.
  - b. **The Country Award Plan** aims for certain eligible beneficiaries to be granted with a potential future award after a 3-year term and provided key performance criteria have been met. This does not entail

for beneficiaries to be subject to a financial risk but rather incentivizes them to remain within the Company (i.e., retention) and to contribute to a sustainable financial growth of the Group, and thus the prospective of receiving an award thereof.

Details of the Share Certificate Subscription Plan is highlighted as from page 2 and details of the Country Award Plan as from page 7 below.

5. **Size:**
  - a. **The Share Certificate Subscription Plan:** The total number of Share Certificates to be issued for subscription by participants shall not exceed forty-six thousand nine hundred eighty-five (46,985) Share Certificates issued by the Company.
  - b. **Country Award Plan:** The total envelope for Country Award Plan to be granted to participants shall not exceed 0.5% of the existing EBITDA plus a percentage of the additional cumulated EBITDA created over the three-year performance period (between 5% and 10% depending on countries).
6. **General:** Should the extraordinary general meeting of shareholders of the Company resolve on any changes to the share capital of the Company, such as a share split or a regrouping of shares, the figures mentioned below will be adjusted accordingly.

## **Summary of key elements of proposed 2024 LTIP in the form of the Share Certificate Subscription Plan**

### **PART 1: KEY TRAITS AND CONSIDERATIONS**

1. **Purpose:** (1) offer competitive compensation packages in the global marketplace and incentivize long-term participation by participants in the Company's success and (2) to align the long-term interests of the Company's executive officers with those of its shareholders by providing them with the opportunity to participate in the Company's long-term growth, while enduring a financial commitment and respective underlying associated risks. This objective also promotes a stronger sense of involvement with the Company and the broader employee group.
2. **Implementation:** This plan is designed as a Share Certificate Subscription Plan starting from a date decided by the Company's Supervisory Board as proposed by the Nomination and Remuneration Committee (**NRC**) thereof. The granting of the right to purchase Share Certificates under the terms of this plan is made at the sole discretion of the NRC or, as the case may be, by the Group Management Board and does not entitle a Participant to subscribe to Share Certificates in the future, nor entitle such Participant to participate in any future plan set-up by the Company. Supervisory Board members are explicitly excluded as beneficiaries. The NRC shall be competent for the grant of the right to purchase Share Certificates in relation to the members of the Group Management Board while the Group Management Board has been

delegated competence and authority by the Supervisory Board for granting the right to purchase Share Certificates for all other eligible employees of the S30 group and the general implementation of said plan.

- 3. Share Certificates (description):** A Share Certificate is a (non-listed) financial instrument issued by the Company, that tracks the performance and evolution of respective Key Performance Indicators (the **KPIs** or the **KPI factors**), as described under Part 2 Financial features of the Share Certificate point 2, above a certain hurdle (the **Lower Strike**) and within the limits of the Dilution Cap (the **Upper Strike**), over a three (3) year performance vesting period (the **PVP**). The underlying of the Share Certificates is the S30 share price and the KPI factors, while considering the Dilution Cap (as defined below), as also further described under Part 2 of the present summary document.

Each Share Certificate held, provides its holder with a prospective to convert such Share Certificate as at their maturity (i.e., which occurs at the end of the PVP), into a maximum number of ordinary S30 shares. **Whereas** the effective number of ordinary S30 Shares to be received at the date of conversion will depend on the value created by such certificate, and respectively, the level of achievement of the KPI factors and the dilution factor as described under Parts 2 and 3 of the present summary document.

- 4. Size (ordinary Shares):** The number of shares available with respect to all purchased Share Certificates shall not exceed five million six hundred thirty-eight thousand three hundred fifteen (5,638,315) ordinary Shares of the Company. This is equivalent to a gross maximum dilution of 5% of the outstanding share capital (the **Dilution Cap**). The effective net dilution, while ultimately a function of the share price, is expected to be significantly less under today's assumptions.
- 5. Size (Share Certificate pool):** The total number of Share Certificates to be issued for subscription by participants shall not exceed forty-six thousand nine hundred eighty-five (46,985) Share Certificates issued by the Company.

The total number of Share Certificates issued entitle (i.e., provided the KPI factors have been met and depending on the level of achievement), a conversion of such Share Certificates into the maximum number of five million six hundred thirty-eight thousand two hundred (5,638,200) ordinary Shares, thus below the Dilution Cap., as provided under point 4 above.

No individual shall be entitled to subscribe to more than 15% of the total aggregate size of the overall plan.

- 6. Pricing and subscription:** Starting from the opening of the Subscription Period, each eligible participant shall be able to subscribe to the Share Certificates at their Fair Market Value ("**FMV**"). The Fair Market Value of one Share Certificate is determined by an independent service provider, notably, KPMG Tax & Advisory S.à r.l., and at the date of this summary, is evaluated between twenty-nine and ninety-eight cents (29.98) euros to forty-five and eighty-five cents (45.85) euros.

The respective FMV of the Share Certificates, shall be effectively evaluated just before the subscription date, as to reflect its latest value, considering any adjustment(s) to be made on the KPI factors and other metrics of the LTIP, until the effective implementation date.

7. The total number of Share Certificates available for subscription by each Participant, shall be determined by NRC with regard to Share Certificates under the LTIP to the Company's Group Management Board, and (ii) the Company's Group Management Board with regard to Share Certificates under the LTIP to any other key employees being eligible participants to the LITP.

The subscription to the Share Certificates by the Participant, may be financed through a Company, arms - length (i.e., interest bearing) and full recourse (i.e., non-forgiving).

8. **Term and maturity of Share Certificates:** Subscribed Share Certificates shall have a three (3) year term starting from the closing of the subscription period. Any held Share Certificates shall come to maturity at its term (i.e., maturity date), date as from which, and provided the realization of the KPI factors, such Share Certificates may be converted into ordinary S30 Shares.
9. **Entitlement:** Unless for the specific Leaver (as defined in point 7 below) considerations as described under point 11 below, Share Certificates entitle Participants to an equity settlement only.

It is to note that, during the PVP, held Share Certificates by participants, do not provide any voting or dividend rights.

10. **Conditions for converting Share Certificates:** Share Certificates may be converted into S30 ordinary Shares, provided:
- The KPI factors have been achieved above the Lower Strike at the maturity date, as described under Part 2 of the present summary document; and
  - That a Participant is still employed (or under service agreement) with S30 (or an affiliate company) at the maturity date.

11. **Change of Control and / or Leavers:** in case of a change of control and / or participant becoming a Leaver, prior to the maturity date, a Participant (or Leaving participant), shall sell and the Company shall redeem, his / her Share Certificates at their FMV, at such date.

Indeed, Participants are owners of the Share Certificates, through their financial investment.

12. **Converting Share Certificates:** Participants, shall convert their Share Certificates into a given number of S30 ordinary Shares.

Upon such conversion, held shares shall be freely transferable and tradable, however are subject to a blocking period of one year. During such blocking period, shares may not be forfeited, and provide in proportion to the number of shares held, voting and dividend (if any) rights.

13. **Clawback:** The Supervisory Board, and by delegation the Group Management Board, retain a right to claw back awards under this plan in case of behaviour detrimental to the Company.

## PART 2: FINANCIAL FEATURES OF THE SHARE CERTIFICATES

- 1. Product description:** The product is a tracker certificate with a maturity of three years. The underlying of the Share Certificate is the share price, the EBITDA, the Revenue, and the Free Cashflows of S30.

Furthermore, a peer group towards S30 is considered. The certificate additionally has a feature adjusting the payoff to cap the number of shares which can be issued, effectively making sure the maximum dilution is at 5%.

The final payoff (i.e., entitlement to S30 ordinary Shares) of the instrument depends on three factors (multiplied by the denomination; the maximum number of shares per certificate), the share price, the Achievement Rate (as defined below), and the Dilution Function (as defined below).

- 2. Performance conditions - KPI factors:** The Achievement Rate is the weighted average of the 4 KPIs, the EBITDA, the Revenue, the Free Cashflows and the Performance of the share price compared to a peer group.

(1) Revenue (weight: 25%): Revenue target is defined for the end of the performance period (end of 2026). The criterion is assessed by calculating the sum of the performances over the three (3) fiscal years in relation to the target performance.

(2) EBITDA (weight: 30%): EBITDA target is defined for the end of the performance period (end of 2026). The criterion is assessed by calculating the sum of the performances over the three fiscal (3) years in relation to the target performance.

(3) Free Cash Flow (weight: 25%): Free Cash Flow target is defined for the end of the performance period (end of 2026). The criterion is assessed by calculating the sum of the performances over the three (3) fiscal years in relation to the target performance.

(4) Relative Total Shareholder Return (TSR) (weight: 20%): Relative TSR performance is assessed at each end of cycle (end of 2026). The criterion is assessed by calculating S30 share price performance to the average performance of a peer group composed of seven (7) comparable companies. At 4% of outperformance, the allocation is 100%. It increases on a straight-line basis up to 120% in case of overperformance (up to 120% of target) and decreases on a straight-line down to 0% at 0% of outperformance (lower bound).

(5) Trigger: Environmental, Social and Governance (ESG) metric (from 0.9 to 1.0): ESG target will be defined and assessed on a yearly basis and at the end of the performance period (end of 2026). The criterion is assessed by calculating the sum of the performances over the three (3) fiscal years in relation to the target performance. Between 95% and 105% of target, the trigger is at 1.0. Under 95% of target, trigger is at 0.9 and over 105% of target, the trigger is at 1.1.

- 3. Entitlement to conversion (Overview):** As at maturity, the three KPIs are compared to a "Target" set by the Supervisory Board of S30. Depending on the obtained values and its comparison to the Target, the contribution towards the payoff equals 0 if the value is below a low bound (the **Lower Strike**). When the

value of the KPI is larger than the Lower Strike, the contribution increases linearly from 0 to 100% once the KPI reaches 100% of the Target. The contribution increases then linearly from 100% till the KPI reaches 120% at 120% of the Target (the **Upper Strike**), where the contribution becomes capped (at 120%).

For the peer group comparison, the performance between valuation date and maturity date of Solutions 30 has to be higher than the average performance of the peer group. If the performance of Solutions 30 is between 100% and 104% of the peer group performance the payoff increases linear from 0% to 100% and if the performance of S30 is higher than 104% of the average peer group performance, the payoff increases linear between 100% and 120%, where it is capped.

The Dilution Function is a linear function floored at a value corresponding to a chosen minimum dilution percentage and capped at 1, corresponding to a dilution of 5%.

4. **Entitlement to conversion (Example):** As at the start date of the LTIP, each Share Certificate entitles its holder to a maximum number of S30 ordinary Shares (**MNS**), set at 120% of the number of S30 ordinary Shares (**ONS**). **Whereas**, the ONS is set at 100 ordinary S30 shares per Share Certificate.

The actual conversion rate (**ACR**) at the maturity of each Share Certificate, is assessed based on the achievement of the Share Certificates' underlying KPI factors. Subsequently, as at the end of the PVP (thus the maturity date – conversion date of the Share Certificates), the ACR is as follows, considering the level of achievement of the KPI factors:

- below the low bound, the ACR is 0.
- between 80% and 100%, the ACR is linearly progressing from 0% of the ONS to 100% of the ONS.
- above 100%, the ACR is linearly progressing from 100% to maximum 120% of the ONS. The MNS acts as a cap.

An adjustment to the ACR is foreseen with regard to the ESG trigger, as highlighted under Part 2 Financial features of the Share Certificate Point 2 (5) above.

## Summary of key elements of proposed 2024 LTIP in the form of Country Award Plan

### PART 1: KEY TRAITS AND CONSIDERATIONS

1. **Purpose:** to implement a remuneration scheme to facilitate the motivation, commitment, and retention of highly qualified executive officers with the necessary skills, education, experience, and personal qualities required to manage the Company's business effectively without enduring a financial commitment and respective underlying associated risks
2. **Implementation:** This plan is designed as a Country Award Plan starting from a date decided by the Company's Supervisory Board as proposed by NRC thereof. The granting of the right to receive a payment in cash or in shares, correlated to the fulfilment of quantitative targets, under the terms of this plan is made at the sole discretion of the NRC or, as the case may be, by the Group Management Board and does not entitle a participant to participate in any future plan set-up by the Company.
3. **Size (Envelope):** The total envelope for Country Award Plan to be granted to participants shall not exceed 0.5% of the existing EBITDA at the end of 2023 plus a percentage of the additional cumulated EBITDA created over the three year performance period (between 5% and 10% depending on countries).  
  
In case of conversion into ordinary S30's shares, the Upper Strike should not be more than 5% of the outstanding share capital of S30 (i.e., the Dilution Cap) which should be computed in combination with the issuance of shares under the Share Certificate subscription Plan.
4. **Term of Country Award Plan:** Country Award Plan shall have a three (3) year term starting from the grant date until the date of validation of the year 3 consolidated accounts by the AGM.
5. **Conditions for receiving Country Award Plan:** Country Award Plan may be received at vesting date, provided:
  - The KPI factors have been achieved above the threshold at the vesting date; and
  - That a participant is still employed (or under service agreement) with S30 (or an affiliate company) at the vesting date.
6. **Change of Control:** in case of a change of control, prior to the vesting date, the Management Board may, at its discretion, decide to modify the Performance Conditions (as defined below), to assess them at the time of either of the above-mentioned events or to remove any presence and/or Performance Conditions and consider that the Country Award Plan shall vest definitively by anticipation on the date of change of control (defined in the plan).
7. **Leavers:** Except in certain cases defined in the plan, in case of a participant becoming a Leaver, prior to the vesting date, a Leaving participant loses all rights to receive the Country Award Plan if, before the expiry of the Vesting Period, (i) his or her employment contract is terminated or (ii) his or her employer is no longer a Group company.

8. **Clawback:** The Supervisory Board, and by delegation the Group Management Board, retain a right to claw back awards under this plan in case of behaviour detrimental to the Company.

## **PART 2: FINANCIAL FEATURES OF THE COUNTRY AWARD PLAN**

1. **Performance conditions - KPI factors:** The Achievement Rate is the weighted average of the 4 KPIs, the EBITDA, the Revenue, the Free Cashflows and the Performance of the share price compared to a peer group.

(1) Revenue (weight: 28%): Country/BU Revenue target is defined for the end of the performance period (end of 2026). The criterion is assessed by calculating the sum of the performances over the three (3) fiscal years in relation to the target performance.

(2) EBITDA (weight: 32%): Country/BU EBITDA target is defined for the end of the performance period (end of 2026). The criterion is assessed by calculating the sum of the performances over the three fiscal (3) years in relation to the target performance.

(3) Free Cash Flow (weight: 28%): Country/BU Free Cash Flow target is defined for the end of the performance period (end of 2026). The criterion is assessed by calculating the sum of the performances over the three (3) fiscal years in relation to the target performance.

(4) Achievement of the Group objectives as set for the Group Management Board (weight: 12%): Target is defined for the end of the performance period (end of 2026). The criterion is assessed by using the Group objectives achievement rate (applicable to share certificate assessment) before application of the trigger.

(5) Trigger: ESG metric (from 0.9 to 1.0): ESG target will be defined and assessed on a yearly basis and at the end of the performance period (end of 2026). The criterion is assessed by calculating the sum of the performances over the three (3) fiscal years in relation to the target performance. Between 95% and 105% of target, the trigger is at 1.0. Under 95% of target, trigger is at 0.9 and over 105% of target, the trigger is at 1.1.