



Reasoned proposal of new Directors' Remuneration Policy presented by the Board of Directors of Applus Services, S.A.

A Remuneration Policy for the Directors of Applus Services, S.A. ("**Applus**" or the "**Company**") for years 2025, 2026 and 2027 (the "**Remuneration Policy**"), prepared on the terms required under section 529 *novodecies* of the Spanish Companies Act (*Ley de Sociedades de Capital*), is submitted for approval at the Company General Shareholders' Meeting. The full text of the Remuneration Policy is included in the report received from the Appointments and Remuneration Committee (the "**A&C Committee**"), which the Board adopts on all its terms and is attached to this reasoned proposal.

The Board is aware that this Remuneration Policy would only be required if the Company remains listed in 2025, which is very unlikely in view of the takeover bid process currently affecting Applus. However, since that possibility exists, reasons of prudence advise to submit this proposal to the General Shareholders' Meeting.

The Board fully upholds the A&C Committee's opinion that, in view of the expected change of control in the Company, it is appropriate that the proposed Remuneration Policy be substantially the same as the existing one, with only one modification: since the 2022-2024 Strategic Plan LTI of the Executive Director cannot be applicable any longer (as such Strategic Plan will be terminated at the end of this year), the proposed Remuneration Policy provides for the possibility to include another Strategic Plan LTI in case that (i) a new Strategic Plan is effectively approved by the new Company's Board, and (ii) the Board decides to award such new Strategic Plan LTI to the Executive Director.

The Board considers that the proposed Remuneration Policy complies with the requirements provided by the Spanish Companies Act and with the principles and rules set forth in the Company's By-laws and in the Regulations of the Board of Directors.

In particular, the Remuneration Policy is reasonable in relation to the importance of the Company, is in line with the financial situation thereof and is consistent with market standards at comparable companies. Furthermore, the factors that affect the various components of remuneration for the performance of executive duties are compatible with an appropriate and effective management of risks, without offering the Chief Executive Officer incentives to assume risks that exceed the level tolerated by the Company, which is also consistent with the Company's strategy, objectives, values and interests over the long term.

In Madrid, on 30 April 2024



Report issued by the Appointments and Compensation Committee of the Board of Directors of Applus Services, S.A. with regard to the proposed new Directors' Remuneration Policy of the Company

1. PURPOSE OF THE REPORT

The Appointments and Compensation Committee of the Board of Directors of Applus Services, S.A. (“**Applus**” or the “**Company**”) prepared this report on 29 April 2024, to provide a rationale and explanation for the proposed 2025-2027 Remuneration Policy for the Directors of the Company that is submitted to the Board of Directors, the full text of which is set forth in the Annex hereto, in accordance with the provisions of article 529 novodecies of the Spanish Companies Act (*Ley de Sociedades de Capital*) and of article 39.3.b) of the Regulations of Applus’ Board of Directors.

It is expressly stated that the proposed Directors' Remuneration Policy must be submitted for the approval of the shareholders at the Company’s next General Shareholders’ Meeting. For these purposes, and in accordance with the provisions of articles 518 and 529 novodecies of the Spanish Companies Act, article 8 of the Regulations of Applus’ General Shareholders’ Meeting and article 25 of the Regulations of Applus’ Board of Directors, this report must be made available to the shareholders at the registered offices and published continuously on the Company’s website from the date of publication of the announcement of call to meeting until the holding of the aforementioned General Shareholders’ Meeting.

2. GENERAL RATIONALE FOR THE PROPOSAL

The existing Directors' Remuneration Policy of Applus, which was approved by the Company General Shareholders' Meeting held in 28 June 2022 and modified at the General Shareholders' Meeting of 8 June 2023, will terminate at the end of this year 2024. In accordance with the provisions of 529 novodecies of the Spanish Companies Act, a new Directors' Remuneration Policy for a maximum of three years from 2025 should be approved by the Company's shareholders before the end of 2024.

In the context of the takeover bid process currently affecting Applus, which is aimed to have the Company delisted from the Spanish Stock Exchanges, it is highly unlikely that the Company may remain listed in 2025, in which case the obligation to approve a new Directors' Remuneration Policy would not be applicable. Nevertheless, albeit remote, there is a possibility that said process may extend beyond foreseen and Applus might eventually still be a listed company at the beginning of 2025, so a new Directors' Remuneration Policy would have to be in place at that time. Therefore, reasons of prudence advise to submit a proposal of 2025-2027 Directors' Remuneration Policy to the Company General Shareholders' Meeting.

However, in view of the expected change of control in the Company, it does not seem appropriate to introduce changes in the current directors' compensation scheme. Accordingly, it is proposed that the 2025-2027 Directors' Remuneration Policy to be submitted to the General Shareholders' Meeting be substantially the same as the existing one, with only one exception: since the 2022-2024 Strategic Plan LTI of the Executive Director cannot be applicable any longer (as such Strategic Plan will be terminated at the end of this year), the proposed 2025-2027 Directors' Remuneration Policy provides for the possibility to include another Strategic Plan LTI in case that (i) a new Strategic Plan is effectively approved by the new Company's Board, and (ii) the Board decides to award such new Strategic Plan LTI to the Executive Director.

Other than the adjustments resulting from that modification, the only change with respect to

the text of the existing Directors' Remuneration Policy is the suppression of the actual distribution of the fixed annual remuneration of the non-executive directors (which was included in section 3 of the current Policy), since at the time of issuance of this Report such distribution has not been approved by the Board of Directors yet. Otherwise, the remaining terms of the proposed 2025-2027 Directors' Remuneration Policy remains exactly the same as those in the existing 2022-2024 Policy.

3. CONCLUSION

In light of all the foregoing and in accordance with the provisions of section 529 novodecies of the Spanish Companies Act, Applus' Appointments and Remuneration Committee submits this proposal to the Company's Board of Directors so that it may in turn propose it to the approval of the shareholders at the General Shareholders' Meeting.

In Madrid, on 29 April 2024

ANNEX

Full text of the proposal

REMUNERATION POLICY OF THE DIRECTORS OF APPLUS SERVICES, S.A.

(hereinafter "**Applus**" or the "**Company**")

1. Duration of the policy

This Remuneration Policy shall be applicable during financial years 2025, 2026 and 2027, unless the General Shareholders' Meeting of Applus resolves to amend or replace it during such period, all in accordance with the provisions of article 529 novodecies of the Spanish Companies Act.

2. Principles and grounds

The principles and grounds of the directors' Remuneration Policy of Applus, in their capacity as Board members and for the performance of executive duties, focus on a remuneration based on market practices, capable of attracting, retaining and motivating the necessary talent in accordance with the characteristics of its industry and of the countries in which the Company operates, in order to satisfy its business strategy and to meet shareholders' expectations.

Likewise, according to article 27.2 of the Board of Directors Regulation of the Company, independent directors shall be eligible for remuneration as a reward for the dedication, qualification and responsibility that the office demands, however, this remuneration should not reach a level which compromises their independence.

In any case, the directors' remuneration provided for in this Remuneration Policy will be reasonably proportionate to the importance of the Company, the economic situation and the market standards of comparable companies.

A significant portion of the remuneration of the Executive Director is linked to the achievement of results that reflect the Group's strategic priorities. Long-term sustainability is a strategic priority for Applus Board, so this Policy links the Executive Director's annual bonus and long-term incentives to ESG targets. This Policy also links the Executive Director's annual bonus with the adjusted operating profit and adjusted operating cash flow, therefore reflecting the strategic priorities for the Company relating to its operating profitability and cash flow generation. Moreover, this Policy also links the Executive Director's regular LTI with the total shareholder return, earnings per share, return on capital employed and ESG, therefore reflecting the Company's long-term strategic priorities relative to sustainable shareholder value creation, whilst the 2025 – 2027 Strategic Plan LTI (if approved by the Board, who has discretion to make this decision if a new 2025-2027 Strategic Plan were approved) would be weighted towards the goals embedded within the Strategic Plan.

In setting the Remuneration Policy, the conditions of remuneration and employment of the Company's employees have been taken into account, specifically (i) the structure and metrics

of the remuneration system and (ii) the structure of benefits and pension plans is the same as that existing for the Company's executives in Spain.

Furthermore, the remuneration system is oriented towards the promotion, in the long-term, of the profitability, interests and sustainability of the Company and it incorporates the necessary checks and balances to avoid an excessive assumption of risks and the reward of unfavorable results. In particular, recovery provisions apply to all variable remuneration, as detailed below.

This Policy has been approved by the Board of Directors after being submitted and informed by the Appointments and Compensation Committee.

3. Remuneration for non-executive directors, in their condition as such

The office of director of the Company is remunerated. In general, such remuneration comprises a fixed annual amount, as follows:

The amount of the maximum annual remuneration payable by the Company to the Board of Directors as a whole, in their capacity as Board members (as fixed amount), was set by the General Shareholders' Meeting held on 30 May 2019 at EUR 1,500,000, and will remain in form until amended by the General Shareholders' Meeting.

Unless otherwise determined by the General Shareholders' Meeting, the Board of Directors will determine the exact amount payable within the limit approved by the General Shareholders' Meeting, as well as the specific remuneration for each director, in his/her condition as Board member (as fixed amount), taking into account the functions and responsibilities attributed to each director, time commitment required and with reference to appropriate market conditions.

Notwithstanding the above, proprietary and executive directors shall not receive any remuneration for sitting on the Board of Directors or any other committee of the Board of Directors.

In addition, directors will be reimbursed for travel, accommodation and any other expenses incurred due to attendance to Board of Directors and Committees meetings, as long as they are duly justified.

The Company has entered into a civil liability insurance policy for its directors on market conditions.

4. Executive Director's remuneration for the performance of executive duties

Mr. Joan Amigó i Casas (the "**Executive Director**") is currently the only member of the Board of Directors performing executive functions in the Company.

The proposal of compensation (fixed remuneration, annual bonus, benefits in kind and long term incentives) for the Executive Director in this Policy has been analyzed by the Appointments and Compensation Committee and approved by the Board of Directors.

4.1. Fixed remuneration

The fixed remuneration to be paid to the Executive Director amounts to EUR 600,000.

Furthermore, the Executive Director of the Company shall receive other benefits as remuneration in kind, at a maximum cost equal to 15% of the fixed remuneration in cash. This percentage of the base salary as remuneration in kind is in line with the policy in place for Senior Managers. In addition, the Company will annually contribute to the Executive Director's pension scheme an amount equal to the difference between the referred 15% of the fixed remuneration and the cost of the actual benefits received by the Executive Director in said year. The Executive Director will decide every year the amount to be used for each benefit, keeping always the maximum cost equal to 15% of the fixed remuneration in cash

The Executive Director can also decide every year if he wants a reduction in his fixed salary to have this same amount invested in a pension scheme, an option also available for Senior Managers.

For the sake of clarity, the policy regarding pension plans is based on the practice of each of the countries/businesses. The pension plan policy for the Executive Director is aligned with the company practice for managers in Spain, where the Executive Director is located.

During the term of this Remuneration Policy, the annual fixed remuneration amount for the Executive Director may be increased according to the level of the Consumer Price Index in Spain or any other index which may substitute it in the future, unless the Board of Directors decides not to apply this increase.

4.2 Variable remuneration

The variable remuneration for the Executive Director comprises the following: (i) a variable annual amount paid in a mix of cash and restricted stock units ("**RSUs**"), linked to achieving targets; and (ii) long term incentive plans, payable by means of the award of performance stock units ("**PSUs**") and also linked to achieving targets.

(i) Variable annual remuneration

The Executive Director's variable annual remuneration will be linked to achieving targets (55% based on the Group's adjusted operating profit – AOP – and 30% based on its adjusted operating cash flow – AOCF – and 15% based on four ESG targets).

The AOP, AOCF and ESG targets and results will be disclosed ex post annually at the Annual Report on the Remuneration of the Directors to avoid sharing in advance strategic confidential information.

The amount of this remuneration item of the Executive Director will be calculated as follows:

The target base amount of the variable remuneration, which is established as 80% of the fixed remuneration, will be increased by 2% for every increment of 1% achieved in excess of the targets, up to a maximum of 150% of the variable base target (each target can achieve a 200% payout). On the other hand, the variable remuneration will be reduced by 5% for every decrease of 1% achieved on the targets. Same policy as for Senior Managers.

62.5% of the variable remuneration to be received shall be paid in cash and the remaining 37.5% through the delivery of RSUs. Same policy as for Senior Managers.

The basis for the calculation of the number of RSUs to be delivered to the Executive Director will be the average market value of Applus shares during the sixty days prior to the granting of the RSUs.

The RSUs will be delivered every year on the date of approval by the Board of Directors of Applus' annual results and the amount of the evaluation of the Executive Director's annual variable remuneration.

Each RSU will vest into one share, and 30%, 30%, and 40% of the RSUs will vest after one, two and three years from the date they were delivered, respectively, subject to continuous employment on the vesting date.

If the termination of the Participant's service is due to any of the following events: (i) *mortis causa*, (ii) permanent disability, (iii) good leaver (understanding as such the event of (a) retirement; (b) the Participant's office or employment being with either a company which ceases to be a member of the Applus Group or relating to a business or part of a business which is transferred to a person who is not a member of the Applus Group; and (c) any whatsoever termination carried out by the Company except in the event of a disciplinary dismissal classified as fair by a court in a definitive judgement or not challenged by the Participant); or (iv) change of control (understanding as such the event of (A) a merger, consolidation, acquisition or other transaction as a result of which securities possessing more than 50% of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; (B) the sale, transfer or other disposition of all or substantially all of the Company's assets in complete liquidation or dissolution of the Company; or (C) the acquisition by a third party (individual or legal entity), either individually or jointly with others which act in a coordinated way, of a control stake of the Company in accordance with what is set forth in article 4 of Royal Decree 1066/2007, 27 July, on the initial public offerings regime as amended from time to time), then all RSUs granted pursuant to the RSU plan that have not vested on the date the event takes effect shall be automatically vested on the date the event takes effect. The settlement of the vested RSUs in the event of a change of control will be made in cash on the date of the change of control event.

If accredited inaccuracies in the information upon which the cash bonus and the RSUs were granted are reported by an accredited auditor and approved by the Board of Directors, the Company shall be entitled, for a period of three years following the payment of the cash bonus and the award of the RSUs, or the vesting of the RSUs, respectively, to claim the refund of the net (of any withholding taxes or fees) amount of cash bonus, net amount of RSUs, and net amount of shares pursuant to a vesting of RSUs, as applicable, which has been effectively received by the Executive Director due to those inaccuracies.

The Board of Directors, prior a favorable proposal from the Appointments and Compensation Committee, has the discretion to increase the result of the mathematical calculation of the annual variable compensation of the Executive Director if (i) the mathematical pay-out is not considered to be a fair reflection of the underlying performance of the business (ii) the increase will be for a maximum amount of 50% of the target base (in cash and RSUs), and (iii) the final total amount of the annual variable compensation, after the increase if any, will not exceed the target base (in cash and RSUs). This decision shall be made public ex post annually at the Annual Report on the Remuneration of the Directors.

(ii) Long term incentive plans

The Remuneration Policy includes a regular long-term incentive plan (“**Regular LTI**”) and a special long-term incentive plan to align with the delivery of the 2025-2027 Strategic Plan (“**2025-2027 Strategic Plan LTI**”) in case that (i) this 2025-2027 Strategic Plan LTI is approved, and (ii) the Board decides to award this special 2025-2027 Strategic Plan LTI (which award will never be earlier than January 2025).

Regular LTI

The Regular LTI was approved in 2016, and has operated since then. It provides for the annual grant of PSUs to the Executive Director, each one exchangeable for one share of the Company in accordance with the vesting schedule referred to below.

The Executive Director will annually receive PSUs equal to 90 % of his fixed remuneration.

However, depending on the degree of achievement of the parameters set forth below, such amounts may finally fluctuate as set forth below. The number of PSUs that will be vested will have a value between 0% and 150% of the number of PSUs target, depending on the degree of compliance with the targets. Each target of the LTI can represent a value between 0% and 200% of the evaluation.

The value of each PSU will be equivalent to the average quoted value of a share in the Company during the sixty days prior to the granting of the PSUs.

The PSUs will be granted every year on the date of approval by the Board of Directors of Applus’ annual results. The number of PSUs to be delivered to the Executive Director may be adjusted over the course of the year if his fixed remuneration is modified. Notwithstanding the latter, the day of delivery of the additional PSUs shall be considered as the date of approval of the corresponding annual results.

The PSUs awarded in each year shall be vested into shares after a three-year period as from the day they were awarded provided that certain parameters, as set out below, are met. The number of PSUs that will be vested will have a value between 0% and 150% of the LTI target of the Executive Director, depending on the degree of compliance with such parameters during the three years prior to the vesting, so as to ensure that the vesting reflects the professional performance of the Executive Director during each three-year period.

In particular, the vesting of PSUs will be based on the following quantitative parameters:

- a) Total Shareholder Return, representing 30% of the PSUs under award. A target based on relative total shareholder return (“**TSR**”) over a three-year period, where the Company’s TSR will be compared with an unweighted index composed of a group of eight peer companies within the testing, inspection and certification industry (SGS, Bureau Veritas, Intertek, Eurofins Scientific, Core Laboratories, ALS, Team Industrial Services, Mistras).

The Board of Directors can modify the group of companies to be used for a LTI, if the changes are decided and disclosed before the LTI award.

The index is the result of calculating the annualized TSR of the media TSR of the eight peer companies.

Under this element, 50% of PSUs will be vested should the Applus annualized TSR performance be equal to the index and 200% of PSUs will be vested should the Applus annualized TSR performance be 5% greater on an annual cumulative basis than the index. Between the index and the TSR value that gives right to vest 200% of PSUs, there will be a straight line vesting between such two values. As a result, 100% of PSUs will be vested should the Applus annualized TSR performance be 1.67% greater than the index.

If the TSR performance is below the index, no PSUs will vest for this parameter. The maximum number of PSUs that will be vested will be 200% of the target PSUs.

The evaluation of the TSR is done by an external firm which submits a report to the Appointments and Compensation Committee. Every year the name of this firm will be disclosed at the Annual Report on the Remuneration of Directors.

- b) Earnings Per Share, representing 50% of the PSUs. A target regarding adjusted earnings per share (“**EPS**”) cumulated within a three-year period.

Each year, the Board of Directors will set specific thresholds for this EPS target at which PSUs will be vested. The maximum number of PSUs that will be vested will be 200% of the target PSUs .

If the EPS performance is below the specific threshold that gives right to vest 50% PSUs, no PSUs will vest for this parameter.

- c) Return on Capital Employed, representing 10% of the PSUs. A target regarding the average Return on Capital Employed ("**ROCE**") of the three-year period.

The Board of Directors will set specific thresholds for this ROCE target at which PSUs will be vested. The maximum number of PSUs that will be vested will be 200% of the target PSUs.

If the ROCE performance is below the specific threshold that gives right to vest 50% PSUs, no PSUs will vest for this parameter.

- d) ESG, representing 10% of the PSUs. A target regarding four ESG targets to be achieved in the three-year period.

The maximum number of PSUs that will be vested will be 200% of the target PSUs. If the performance is below the specific threshold that gives right to vest 50% PSUs, no PSUs will vest for this parameter.

ESG targets and results are calculated considering perimeter at January 1 of the first year of each three-year period. Acquisitions will not be included. However, we are committed to implement our Group policies in the new acquisitions, so they will be included in the target/metrics for the following LTI.

The ESG targets will be disclosed ex post in the Annual Report on the Remuneration of Directors.

2025 – 2027 Strategic Plan LTI

This Plan (if eventually implemented) is proposed to provide a clear and meaningful incentive to the Executive Director, directly incentivizing the delivery of the 2025-2027 Strategic Plan and aligning to the delivery of strong, sustainable growth for the shareholders.

Under the 2025-2027 Strategic Plan LTI the Executive Director would receive a target number of PSUs equal to 1,200,000 EUR. The PSUs would be granted to the Executive Director following the date of approval by the Board, after the General Shareholders' Meeting approval of this Policy, and not earlier than January 2025.

However, depending on the degree of achievement of the relevant parameters such amounts may finally fluctuate. The number of PSUs that will be ultimately vested will have a value between 0% and 200% of the target number of PSUs, depending on the degree of compliance with the targets during the vesting period, to ensure that the vesting reflects the professional performance of the Executive Director during each period. Each target of the LTI can also lead to a pay-out of between 0% and 200%.

The number of PSUs comprising an award will be equivalent to the average quote value of a share in the Company during the sixty days prior to the granting of the PSUs.

The general terms of the Regular LTI and the 2025-2027 Strategic Plan LTI are identical, which are as follows.

If the Participant ceases in his contractual link with the Group by reason of any of the following events: (i) mortis causa; (ii) permanent disability; (iii) retirement; (iv) the Participant's office or employment being with either a company which ceases to be a member of the Applus Group or relating to a business or part of a business which is transferred to a person who is not a member of the Applus Group; (v) any whatsoever termination carried out by the Company except in the event of a disciplinary dismissal classified as fair by a court in a definitive judgement or not challenged by the Participant; then the Appointments and Compensation Committee shall determine the number of vested shares through the following steps: (a) the performance conditions will be considered to have been achieved at 100%; and (b) applying a pro rata reduction to the number of shares determined based on the period of time after the grant date and ending on the date of cessation relative to the period of 3 years.

Moreover, in the event of a change of control (understanding as such the event of (i) a merger, consolidation, acquisition or other transaction as a result of which securities possessing more

than 50% of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; (ii) the sale, transfer or other disposition of all or substantially all of the Company's assets in complete liquidation or dissolution of the Company; or (iii) the acquisition by a third party (individual or legal entity), either individually or jointly with others which act in a coordinated way, of a control stake of the Company in accordance with what is set forth in article 4 of Royal Decree 1066/2007, 27 July, on the initial public offerings regime as amended from time to time), then the Appointments and Compensation Committee shall notify the Participant as soon as practicable from becoming aware of that event or a proposed event that all PSUs will be automatically vested on the date of such event, if they had not been vested yet. The settlement of the vested PSUs in the event of a change of control will be made in cash on the date of the change of control event.

PSUs to be vested will not be reduced in any proportion to the time elapsed since the grant date, and the performance conditions will be considered to have been achieved at 100%. If the Participant ceases to be a director or employee of the Group concurrently with a change of control event, then the change of control rule shall prevail.

If accredited inaccuracies in the information upon which the PSUs or the shares pursuant to a vesting of PSUs were granted are reported by an accredited auditor and approved by the Board of Directors, the Company shall be entitled, for a period of three years following the award of the PSUs or the vesting of the PSUs, respectively, to claim the refund of the net (of any withholding taxes or fees) amount of PSUs and net amount of shares pursuant to a vesting of PSUs, as applicable, which has been effectively received by the Executive Director because of those inaccuracies.

4.3. Main terms and conditions of the Executive Director's contract

The essential terms and conditions of the Executive Director's contracts are, apart from those relating to their remuneration, the following:

- (i) **Duration:** the Executive Director's contracts is of indefinite term, but it can be terminated by any reason at any moment without any severance payment. The reason for this is that the legal amount to be paid for termination, if any, will be discounted from the non-compete payment keeping this agreement fully enforceable. This clause has been agreed in the non-compete provisions between the company and the Executive Director.
- (ii) **Exclusivity:** while he performs executive duties, the Executive Director may not hold any direct or indirect interest in any other business or activity which may represent a conflict of interests in relation to the Company's obligations and liabilities or in relation to its activity and that of the Applus Group.
- (iii) **Termination:** the Executive Director's contract may be terminated, at any moment, at the request of the Executive Director or the Company, provided that it is notified in writing to the other party. Six months' advance notice must be provided. If the Executive Director or the Company fully or partially breaches the advance notice obligation, the other party would be entitled to an indemnity equal to the fixed

remuneration of the Executive Director relating to the duration of the breached advance notice period.

If the contract is terminated, the Executive Director will only be entitled, as appropriate, to the severance payments set out in the Spanish applicable Law. Any amounts paid will be deducted from the compensation for the post-contractual non-competition agreement explained below.

- (iv) Post-contractual non-competition agreement: the Executive Director shall not compete against the Company or any Applus Group company.

The non-competition commitment assumed by the Executive Director shall have a duration of two years following the termination of his contract. Competition shall be understood as the provision of any kind of services, on his own behalf or on behalf of a third party, whether it entails executive duties or mere advisory duties, or the direct or indirect promotion of the incorporation of companies and entities that will develop a competing business, as well as equity stake in these companies or entities. For these purposes, a competing business shall be deemed as any activity that, at the time of termination of the executive director's contract, is being developed by any company belonging to the Applus Group in a certain territory or it is scheduled to start being developed in a certain territory within the 12 months following the termination of the Executive Director's contract. Likewise, the Executive Director will not recruit or participate in the recruitment (for himself or for the entity which he represents or in which he performs his activities) of employees who, at the date of termination of his contract or in the preceding twelve months, form part or have formed part of the Applus Group's workforce.

As consideration, upon such termination (whether at the request of the Executive Director's or the Company), the Executive Director's shall be entitled to receive an amount equal to the double of the fixed annual remuneration received in cash in the last year prior to the termination of the contract, that will be paid for the 24-month period following such termination by means of 24 equal installments. The referred amount shall be reduced by the sum that, as the case may be, the Company would have to grant the Executive Director as legal compensation—which might result from the enforcement of the applicable law—for the termination of the contract, so that the total amount to be received by the Executive Director once the contract has been terminated does not exceed, in any case, the double of the fixed remuneration that he received in the last year prior to the termination of the contract.

Should the Executive Director breach this commitment and compete with the Company or any company within the Applus Group, he shall return the amounts paid by the Company as compensation for this non-compete agreement.

For the sake of clarity, Applus non-compete policies and strategy depends on the practice and legal regulations of the country where the Group operates and wish to enforce the non-compete. Spanish law allows an enforceable two year non-compete if there is a fair and enough compensation for the manager, so the Board has decided and the executives managers accepted to agree on the previous terms and conditions.

This non-compete agreement is binding, so neither the company can waive the commitments to pay nor the Executive Director can compete and renounce to his right to be paid.

According to the terms of the previous agreements, the termination payments for Executive Director comply with the Good Governance Code of Listed Companies in Spain and protect the Group through an enforceable 2-years non-compete.

- (v) Shareholding retention: the Executive Director will keep 1/3 of the net shares he receives per year, as the vesting of all RSUs and PSUs, until he achieves a number of shares which value (calculated with the share value at the date of the vesting) is equal to two times the net fixed salary. Thereafter, the Executive Director shall be required to maintain a minimum holding of at least two times the net fixed salary. That commitment will end in case of termination of his service to the Group or in case of change of control.
- (vi) Supplementary pension or early retirement systems: the Executive Director shall not have supplementary pension or early retirement systems in place, but will be entitled to pension scheme contributions by the Company in the terms described in section 4.1.