

Main elements of the agreement with R.P.A. Dogge

At the Annual General Meeting of Shareholders (the 'AGM') of Ebusco Holding N.V. (the 'Company') to be held on Tuesday 14 May 2024, the Supervisory Board of the company will explain the intended appointment of Roald Dogge. The Supervisory Board proposes to the AGM to appoint Mr. Dogge as a member of the Executive Board (the 'Executive Board') with effect from 1 June 2024. If the AGM appoints Mr. Dogge as a member of the board, the Supervisory Board intends to appoint him as Chief Operating Officer (COO) of the company with effect from 1 June 2024 for a period of four years (i.e. until the end of the Annual General Meeting of Shareholders to be held in 2028). The contract of services, the main elements of which are explained below in accordance with best practice provision 3.4.2 of the current Corporate Governance Code.

As the Supervisory Board, on the advice of the Remuneration Committee, is of the opinion that it is in the interest of the company and its stakeholders to appoint Mr. Dogge as member of Executive Board and Chief Operating Officer (COO), the Supervisory Board is of the view that for this reason, it is desirable to propose to the AGM the approval of an individual amendment to the current Remuneration Policy as adopted by the General Meeting of Shareholders on 17 October 2021 in respect of Mr. Dogge. In this context, Mr. Dogge's remuneration package, to the extent that it differs from the current Remuneration Policy, will be put to a separate vote at the AGM.

Fixed income

Per the effective date of 1 June 2024, the fixed agreed annual salary (including holiday pay) amounts to € 297,330 gross per full calendar year.

Variable remuneration

In accordance with the Management Board Remuneration Policy, the variable remuneration scheme becomes applicable which includes both short-term and long-term variable remuneration. For details on variable remuneration, please refer to the Remuneration Policy.

Pension and incapacity for work

In order to provide for adequate pension provision at its own expense and risk, a gross payment will be made, amounting to €48,654 per full calendar year with effect from appointment. Furthermore, the usual disability and accident provisions apply.

Compensation upon dismissal

In the event of a termination of the contract, a six-month notice period applies to both parties, with the severance payment amounting to a maximum of half a year's salary (including holiday allowance).

Advance Payment

It has been agreed with Mr. Dogge that a one-time advance payment of EUR 225,000 (the 'Advance Payment') will be provided to Mr. Dogge, which Advance Payment must be repaid by Mr. Dogge through offsetting with the Short Term Incentive (STI) that Mr. Dogge is granted as a member of the Board of Directors in the coming years. Once the Advance Payment has been fully offset against future STI payments, the repayment arrangement will expire. No end date has been set for the repayment arrangement. In addition, some special provisions are included, which broadly state that (i) in the event of Mr. Dogge's voluntary resignation or refusal to be reappointed on his own initiative, the outstanding amount of the Advance Payment must be repaid to the company with a mutually agreed reasonable payment arrangement, and (ii) in the event of dismissal for underperformance within a period of four years, €56,250 (the 'Reduction Amount' and together the 'Reduction Amounts') will be deducted from the Advance Payment for each year worked, unless the total of any STI payments made prior to dismissal has already exceeded the total of the applicable Reduction Amounts, in which case only the total of any STI payments made will be deducted from the Advance Payment. The remaining amount of the Advance Payment must be repaid to the Company. In the event of a Board Member's dismissal due to underperformance after the expiration of the first four-year term and/or if, after the expiration of the first four-year term, the Board Member is not reappointed as a member of the Board of Directors of the Company, the remaining amount of the Advance Payment will be forgiven.

If the company ceases to exist or is unable to meet its payment obligations on a permanent basis, the total remaining debt of the Advance shall be waived (kwijtgesholden). From the repayment scheme of the (remaining amount of the) Advance, any amounts as referred to in the current Remuneration Policy under the heading 'miscellaneous' may be deducted.

Miscellaneous

A gross car allowance will be provided in the amount of €1,500 per month. Furthermore, the usual confidentiality and non-competition provisions apply.

Deurne, 26 March 2024

The Management Board and the Supervisory Board of Ebusco Holding N.V.

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