

Remuneration system for the members of the Supervisory Board
Supervisory Board remuneration system
2025

WashTec AG

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Under Section 113 (3) AktG, as amended by the German Act Implementing the Second Shareholder Rights Directive (**ARUG II**), the annual general meeting of a listed company must adopt a resolution at least once every four years on the remuneration of members of the Supervisory Board. The resolution relates both to the system of remuneration for Supervisory Board members presented to the Annual General Meeting and to the setting of the remuneration for Supervisory Board members.

At the Annual General Meeting 2025 of WashTec AG on May 13, 2025, the Annual General Meeting passed a resolution on the remuneration of the Supervisory Board as scheduled. Under agenda item 14 and with a majority of 75 %, the Annual General Meeting on May 13, 2025 adopted the new version of section 8.16 of the Articles of Association of WashTec AG and the remuneration system for the members of the Supervisory Board of WashTec AG (**Supervisory Board Remuneration System 2025**) on which the provisions of section 8.16 of the Articles of Association in its new version are based (hereinafter item A.). Furthermore, the Annual General Meeting on May 13, 2025 resolved the Long Term Incentive Program for the Supervisory Board 2025-2027 (**LTIP 2025-2027**) for the period from January 1, 2025 to December 31, 2027 under agenda item 15 with a majority of 75 % and supplemented the remuneration system for the members of the Supervisory Board accordingly (section B. below).

A. Resolution of the annual general meeting on the remuneration of the members of the Supervisory Board and a corresponding amendment to Section 8.16 of the Articles of Association

On May 13, 2025, the Annual General Meeting 2025 adopted the resolution under agenda item 14 with a majority of 75%:

a) Section 8.16 of the Articles of Association of WashTec AG is reworded as follows:

"Beginning in fiscal year 2025 and for subsequent fiscal years, in addition to reimbursement for expenses, each member of the Supervisory Board is paid fixed remuneration in the amount of EUR 60,000.00 for each full fiscal year of membership of the Supervisory Board. The fixed remuneration is EUR 105,000.00 for the Deputy Chairperson of the Supervisory Board and EUR 150,000.00 for the Chairperson of the Supervisory Board.

Each member of a committee (with the exception of the Audit Committee) receives additional fixed remuneration of EUR 5,000.00 for each full fiscal year of membership of the committee. For the chairperson of a committee (with the exception of the Audit Committee), the additional fixed remuneration is EUR 10,000.00. Each member of the Audit Committee receives additional fixed remuneration of EUR 10,000.00 for each full fiscal year of membership of the Audit Committee. The additional fixed remuneration for the chairperson of the Audit Committee is EUR 40,000.00.

In addition, each member of the Supervisory Board receives an attendance fee of EUR 1,000.00 for each meeting of the Supervisory Board and its committees that they attend. Meeting attendance is also deemed to include attendance at a meeting held by telephone, video conference or other common means of telecommunication, or meeting attendance by telephone, video conference or other common means of telecommunication. The attendance fee for the Chairperson of the Supervisory Board and the chairperson of a committee is to amount to EUR 2,000.00. Only one attendance fee is paid for multiple meetings held on a single day; in the case of differing amounts, the higher amount applies.

The fixed remuneration and the attendance fee are payable following completion of the fiscal year.

Total annual remuneration under the Articles of Association (fixed remuneration plus attendance fees) under the above paragraphs is limited to a maximum of EUR 90,000.00 for an ordinary member of the Supervisory Board, EUR 120,000.00 for the Chairperson of the Audit Committee, EUR 150,000.00 for the Deputy Chairperson of the Supervisory Board and EUR 200,000.00 for the Chairperson of the Supervisory Board. If the roles overlap, the higher limit applies.

Supervisory Board members who belong to the Supervisory Board or to a Supervisory Board committee, or hold a

chairpersonship, for only part of the fiscal year receive the fixed remuneration in accordance with the Articles of Association pro rata temporis, with the limitation according to the preceding paragraph also applying pro rata temporis.

In addition to the remuneration provided for in the Articles of Association in accordance with the preceding paragraphs, the Company, upon presentation of a corresponding invoice, reimburses each member of the Supervisory Board for any statutory value added tax payable on his or her Supervisory Board remuneration.

Furthermore, the members of the Supervisory Board can be included in any directors and officers liability insurance that the Company, in the interests of the Company, may take out in an appropriate amount. The premiums are paid by the Company.

The General Meeting may resolve to establish one or more long-term variable remuneration components for the Supervisory Board that are added to the remuneration under the Articles of Association."

The provisions of this Section 8.16 of the Articles of Association apply with effect from January 1, 2025."

- b) The remuneration system for the members of the Supervisory Board of WashTec AG, on which the provisions in clause 8.16 of the Articles of Association as revised in a) above are based, is adopted by resolution as follows:

Remuneration system for the members of the Supervisory Board (Supervisory Board remuneration system 2025)

The remuneration of members of the Supervisory Board is required to be commensurate with the responsibilities and tasks of Supervisory Board members and the situation of the Company. At the same time, Supervisory Board remuneration is intended to be appropriate and fit for purpose with a view to competing for suitable candidates for future appointments to the Supervisory Board.

As recommended in the German Corporate Governance Code, remuneration for Supervisory Board membership takes appropriate account, with commensurate function-related remuneration, of the larger time commitment of the Chairperson and the Deputy Chairperson of the Supervisory Board and of the chairpersons and the members of committees. In addition, with a view of the Supervisory Board's supervisory and advisory responsibilities, the Supervisory Board's remuneration contributes to the successful implementation of the business strategy and to the Company's long-term success.

The provisions on remuneration and the remuneration system for the Supervisory Board are to be regularly reviewed for appropriateness. Independent outside experts can also be consulted for this purpose. The Annual General Meeting adopts a resolution on the remuneration of Supervisory Board members at least every four years and when changes to the remuneration rules are proposed. The Annual General Meeting may confirm the existing Supervisory Board remuneration system or adopt a resolution to amend it. Proposals for resolutions are submitted to the Annual General Meeting by the Management Board or the Supervisory Board according to the statutory division of responsibilities; mutual control of the two corporate governing bodies is thus ensured. The Supervisory Board is supported in the preparation of proposals for resolutions by the Personnel and Nomination Committee. The right to decide on the structure of the remuneration system and on the remuneration of Supervisory Board members remains with the Annual General Meeting.

(1) Components of Supervisory Board remuneration

Under Section 8.16 of the Articles of Association as revised by clause a) above, the remuneration of members of the Supervisory Board comprises fixed remuneration and attendance fees, together with reimbursement of expenses and of any statutory value added tax payable on Supervisory Board remuneration. Total annual remuneration under the Articles of Association (fixed remuneration plus attendance fees) is limited to a maximum of €90,000.00 for an ordinary member of the Supervisory Board, €120,000.00 for the Chairperson of the Audit Committee, €150,000.00 for the Deputy Chairperson of the Supervisory Board and €200,000.00 for the Chairperson of the Supervisory Board.

Furthermore, Section 8.16 of the Articles of Association stipulates that the Annual General Meeting may resolve to establish one or more long-term variable remuneration components for the Supervisory Board that are added to the remuneration under the Articles of Association. The Long Term Incentive Program for the Supervisory Board (2022–2024) adopted by resolution of the Annual General Meeting on May 18, 2021 with a term from January 1, 2022 to December 31, 2024 expired at midnight on December 31, 2024 without a cash award.

Moreover, the members of the Supervisory Board can be included in any directors and officers (D&O) liability insurance that the Company, in the interests of the Company, may take out in an appropriate amount. The premiums are paid by the Company.

(2) Fixed remuneration, attendance fees, reimbursement of expenses, reimbursement of VAT and inclusion in D&O insurance in accordance with Section 8.16 of the Articles of Association

The remuneration system in clause 8.16 of the Articles of Association as revised by clause a) above is reproduced in clause a) above.

B. Resolution of the annual general meeting on long-term variable remuneration for the Supervisory Board 2025–2027

On 13 May 2025, the Annual General Meeting 2025 adopted the resolution under agenda item 14 with a majority of 75 %:

a) For the period from January 1, 2025 to December 31, 2027, the following Long Term Incentive Program for the Supervisory Board 2025–2027 is resolved:

Long Term Incentive Program for the Supervisory Board 2025–2027

§ 1 Definitions

Capital employed means fixed assets plus net operating working capital Calculated as an average over five quarters.

Cash award has the meaning as defined in § 2.

A change of control within the meaning of this LTIP occurs if a company or party obtains or multiple companies or parties obtain attributable control of WashTec AG within the meaning of Sections 29 and 30 of the German Securities Acquisition and Takeover Act (WpÜG).

The Company means WashTec AG.

EBIT means the WashTec Group's earnings before interest and taxes based on the Company's audited and approved consolidated financial statements.

EPS delta has the meaning as defined in § 4.

EPS factor has the meaning as defined in § 5.

EPS means earnings per share, i.e., the WashTec Group's consolidated net income, as presented in the audited and approved consolidated financial statements, divided by the weighted average number of shares outstanding (calculated on a fully diluted basis).

EPS performance 2025-2027 has the meaning as defined in § 4.2.

Fixed assets mean property, plant and equipment, goodwill and other intangible assets as presented in the Company's approved consolidated financial statements.

Incentive period means the period in which the LTIP assessment criteria are measured. The period begins on January 1, 2025 and lasts until December 31, 2027.

Invested shares has the meaning as defined in § 3.

LTIP 2015–2018 means the LTIP for the members of the Supervisory Board approved by the Annual General Meeting of the Company on May 13, 2015.

LTIP 2019–2021 means the LTIP for the members of the Supervisory Board approved by the Annual General Meeting of the Company on April 30, 2018.

LTIP 2022–2024 means the LTIP for the members of the Supervisory Board approved by the Annual General Meeting of the Company on May 18, 2021.

LTIP stands for Long Term Incentive Program.

Net operating working capital means trade receivables (including other receivables) plus all inventories minus trade payables and prepayments on orders as presented in the Company's approved consolidated financial statements.

Payout cap has the meaning as defined in § 2.3.

Pro-rata cash award has the meaning as defined in § 8.

Reinvestment has the meaning as defined in § 7.3.

ROCE 2027 has the meaning as defined in § 6.1.

ROCE factor has the meaning as defined in § 6.

ROCE stands for return on capital employed and means EBIT divided by capital employed.

Termination event has the meaning as defined in § 8.1.

WashTec Group means the Company and the legal entities included in the Company's consolidated financial statements.

§ 2 Basis of the LTIP and calculation of the cash award

- 2.1** The variable remuneration under the LTIP requires a Supervisory Board member to make a personal investment in shares in the Company (§ 3) and depends on the achievement of specified assessment criteria. Without a personal investment, no variable remuneration is granted under the LTIP. In accordance with the detailed provisions and subject to the conditions set out in the following, the amount of cash award under the LTIP depends on the development of earnings per share (**EPS**) during the three-year incentive period and on ROCE in fiscal year 2027.
- 2.2** The cash award under the LTIP is calculated using the following formula:

Cash award under LTIP 2025-2027 (in euros) = EPS delta x EPS factor x ROCE factor

Calculation example:

EPS performance 2025-2027: EUR 1.10

ROCE 2027: 29.9%

[EPS delta:] 110 x [EPS factor:] 1000 x [ROCE factor:] 1.0 = [cash award:] EUR 110,000

The cash award under LTIP 2025-2027 is thus calculated, as detailed in the following, by multiplying the EPS delta (§ 4) by the EPS factor (§ 5) and the ROCE factor (§ 6). The product of this multiplication is the cash award amount in euros.

§ 3 Personal investment

- 3.1** In order to participate in the LTIP, a Supervisory Board member is required to make a personal investment of at least 2,000 shares in the Company by the investment cut-off date and to hold it until the end of the incentive period (or until the occurrence of a termination event within the meaning of § 8.1) ("invested shares"). The investment cut-off date is August 13, 2025. In the case of new members of the Supervisory Board, § 9 applies.
- 3.2** Under the LTIP, only shares that a member of the Supervisory Board has held continuously from the investment cut-off date until the end of the incentive period (or until the occurrence of a termination event within the meaning of § 8.1) count as invested shares.
- 3.3** A Supervisory Board member can also participate in the LTIP with shares already purchased prior to the Company's Annual General Meeting in fiscal year 2025. In this case, invested shares may also include shares that a Supervisory Board member acquired and still holds under earlier LTIPs for the Supervisory Board, namely LTIP 2015-2018, LTIP 2019-2021 or LTIP 2022-2024. Invested shares may also include shares that a Supervisory Board member, under previous LTIP programs, acquired in fulfillment of the resolute condition (reinvestment) so as to receive the cash award after the cash award had already fallen due, and that the Supervisory Board member still holds, provided that the three-year holding period for the shares has expired.

§ 4 EPS delta

- 4.1** The EPS delta is determined in accordance with the following paragraphs on the basis of EPS performance during the three-year incentive period ("EPS performance 2025-2027").

4.2 EPS performance 2025-2027 is calculated as follows:

EPS performance is calculated on the basis of EPS for fiscal year 2024 as of December 31, 2024. For each fiscal year of the incentive period, the development of EPS is determined by subtracting EPS for fiscal year 2024 from EPS as of December 31 of the fiscal year concerned (2025, 2026 and 2027). EPS performance 2025-2027 is then calculated by adding the three EPS figures for the three fiscal years of the incentive period. Depending on actual EPS performance, the EPS figures for the various fiscal years of the incentive period can also be zero or negative, as can the figure for EPS performance 2025-2027. If EPS performance 2025-2027 is zero or negative, no cash award is paid out. The cash award is capped by the payment cap under § 2.3.

The following formula applies:

$$\text{EPS performance 2025-2027} = (\text{EPS 2025} - \text{EPS 2024}) + (\text{EPS 2026} - \text{EPS 2024}) + (\text{EPS 2027} - \text{EPS 2024})$$

Calculation example:

$$[\text{EPS 2025} - \text{EPS 2024:}] \text{ EUR 0.10} + [\text{EPS 2026} - \text{EPS 2024:}] \text{ EUR 0.30} + [\text{EPS 2027} - \text{EPS 2024:}] \text{ EUR 0.70} = [\text{EPS performance 2025-2027:}] \text{ EUR 1.10}$$

4.3 Based on EPS performance 2025-2027, the EPS delta is calculated as follows: One (1) eurocent EPS performance 2025-2027 corresponds to one (1) basis point EPS delta.

Calculation example:

$$[\text{EPS performance 2025-2027:}] \text{ EUR 1.10} = [\text{EPS delta:}] 110$$

§ 5 EPS-factor

The EPS factor is 1,000. It is to be multiplied by the EPS delta and the ROCE factor in accordance with the formula in § 2.2.

§ 6 ROCE factor

6.1 The ROCE factor is based on ROCE for fiscal year 2027 as of December 31, 2027 ("ROCE 2027").

6.2 Depending on ROCE 2027, the ROCE factor is between 0 and 1.5, as shown in the table below:

ROCE 2027	ROCE factor
≤ 23,5%	0
≥ 33,0%	1,5

Depending on the level of ROCE 2027, the ROCE factor can result in the cash award being increased or reduced (potentially to zero).

If ROCE is 23.5% or less, the ROCE factor is 0 (**floor**) and no bonus is paid. At ROCE between 23.5% and 33.0%, the ROCE factor increases on a straight-line basis, with the ROCE factor rounded to two decimal places using conventional rounding. If ROCE is greater or equal to 33.0%, the ROCE factor is 1.5, at which level it is capped and does not increase further. The cash award is capped by the payment cap under § 2.3.

§ 7 Payment due date, resolute condition of reinvestment

- 7.1** 7.1 If a participating Supervisory Board member is entitled to a cash award under the above § 2 to § 6, subject to the following provisions, the cash award falls due on the day of the Company's Annual General Meeting in fiscal year 2028.
- 7.2.** Subject to the provisions in § 8 and § 9, a participating Supervisory Board member is only entitled to the full cash award if he or she has been a member of the Supervisory Board continuously from the beginning to the end of the incentive period.
- 7.3** Entitlement to payment under the LTIP is subject to the resolute condition that (i) one-sixth of the cash award received under the LTIP is reinvested in shares in the Company by the eligible Supervisory Board member within three (3) months subsequent to the Company's Annual General Meeting in fiscal year 2028 ("reinvestment") and (ii) the Supervisory Board member holds those shares for at least three years after acquiring them. The requirement to hold the shares ends if the eligible Supervisory Board member leaves the Supervisory Board during the three-year holding period. A Supervisory Board member is not obliged to reinvest if he or she leaves between the end of the incentive period and the end of the three-month period after the Annual General Meeting in the 2028 financial year. There is likewise no obligation to reinvest in the cases specified in § 8.1 a) to e).

§ 8 Departure of members of the Supervisory Board; delisting

- 8.1** If one of the following events (each a "termination event") occurs before the end of the incentive period, the participating Supervisory Board member is entitled to a pro rata temporis cash award ("pro-rata cash award") provided that the member still holds the invested shares when the termination event occurs and is a member of the Supervisory Board for a period of at least twelve months during the incentive period:
- a)** resignation or removal of the participating Supervisory Board member within three months subsequently to a change of control.
 - b)** departure of the participating Supervisory Board member from the Supervisory Board due to expiry of the member's term of office before the end of the incentive period.
 - c)** death of the participating Supervisory Board member.
 - d)** termination of the participating Supervisory Board member's office on entry into effect of a merger, division, or transformation under the Transformation Act (**Umwandlungsgesetz**).
 - e)** delisting of the Company's shares from the Frankfurt Stock Exchange.

In all other cases where a Supervisory Board member leaves the Supervisory Board before the end of the incentive period, the departing Supervisory Board member is not entitled to a cash award under the LTIP.

- 8.2** If the termination event does not occur at the end of a month, that month is counted in full in the calculation if the member has been a member of the Supervisory Board for at least 15 calendar days of the month concerned; otherwise, that month is not counted in the calculation.
- 8.3** If a participating Supervisory Board member is entitled to a pro-rata cash award, the pro-rata cash award is paid out after the end of the incentive period, on the payment date specified in § 7 and on the basis of the assessment bases described in §§ 2 to 6.

§ 9 New members of the Supervisory Board

- 9.1** A Supervisory Board member who is elected or appointed by court order to the Supervisory Board after the beginning of the incentive period until December 31, 2026 may participate in the LTIP. In order to do so, the member must make and hold a personal investment in shares in the Company in accordance with § 3, with the invested shares purchased at the latest three months of the entry into effect of the member's election or appointment by court order to the Supervisory Board (**investment cut-off date**).
- 9.2** The calculation of the cash award, including in instances coming under § 9.1, is initially based on § 2 to § 6. The cash award is reduced pro rata temporis and is only granted for the duration of actual membership of the Supervisory Board. For this purpose, 1/36th of the cash award calculated in accordance with § 2 to § 6 is granted for each month for which the member is a member of the Supervisory Board during the incentive period. If the Supervisory Board member's term of office does not begin as of the first of a given month, that month is counted in full in the calculation if the member has been a member of the Supervisory Board for at least 15 calendar days of the month concerned; otherwise, that month is not counted in the calculation. If a termination event occurs before the end of the incentive period, § 8 applies in addition.
- 9.3** § 7 applies with regard to when the cash award calculated in accordance with § 9.2 falls due.

§ 10 Taxes

The Company, upon presentation of a corresponding invoice, reimburses each member of the Supervisory Board for any statutory value added tax payable on his or her cash award (or pro-rata cash award). Any income tax payable on the cash award (or the pro-rata cash award) shall be borne personally by each participating Supervisory Board member.

- b)** The following section (3) is added to the remuneration system for the members of the Supervisory Board of WashTec AG:

(3) Long-term variable remuneration: Long Term Incentive Program for the Supervisory Board

The remuneration system in its current form provides for a long-term variable remuneration component in the form of a Long Term Incentive Program for the Supervisory Board, which is provided in addition to the remuneration under the Articles of Association. The Long Term Incentive Program (**LTIP**) for the Supervisory Board 2025–2027 (hereinafter "**LTIP 2025–2027**") has a three-year term (incentive period) from January 1, 2025 to December 31, 2027 and provides for a one-time cash award at the end of the incentive period.

LTIP 2025–2027 is subject to the condition that a Supervisory Board member makes a personal investment in at least 2,000 shares in WashTec by the investment cut-off date (August 13, 2025) and holds them until the end of the incentive period. A Supervisory Board member can also participate in the LTIP 2025–2027 with shares already purchased prior to the Company's Annual General Meeting which passed the resolution adopting the LTIP 2025–2027.

In accordance with the detailed provisions of and subject to the conditions set out in the program, the amount of cash award under LTIP 2025–2027 depends on the development of earnings per share (**EPS**) during the three-year incentive period and on ROCE in fiscal year 2027. These assessment criteria in LTIP 2025–2027 are geared to long-term performance and sustainability under the corporate strategy. The cash award under LTIP 2025–2027 is calculated by multiplying the EPS delta, which is determined on the basis

of the EPS performance 2025–2027, by the EPS factor of 1,000 and the ROCE factor, which is based on ROCE in fiscal year 2027. The cash award for any one Supervisory Board member under LTIP 2025–2027 is capped at EUR 300,000 (**payout cap**).

The cash award is paid out on the day following the Annual General Meeting in fiscal year 2028. A participating Supervisory Board member is generally only entitled to the full cash award if he or she has been a member of the Supervisory Board continuously from the beginning to the end of the incentive period.

Entitlement to payment is subject to the resolute condition that one-sixth of the cash award received under the LTIP is reinvested in shares in the Company by the eligible Supervisory Board member within three months subsequent to the Company's Annual General Meeting in fiscal year 2028 ("**reinvestment**") and the Supervisory Board member holds those shares for at least three years after acquiring them. There are exemptions to the reinvestment requirement and the holding period in the event of a Supervisory Board member leaving office.

The program provides for special rules for new members of the Supervisory Board, for the departure of members of the Supervisory Board and for early termination events. In the case of new Supervisory Board members and early termination events (i.e., departure from the Supervisory Board due to termination of the period of office before the end of the incentive period, death of the Supervisory Board member, resignation or removal subsequent to a change of control, termination of office on merger, division or transformation, or delisting of the Company's shares), there may be a pro rata temporis entitlement to a cash award.

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