**REMUNERATION POLICY OF**

**AGROSERV MĂRIUŢA S.A.**

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**I. INTRODUCTION**

Considering the provisions of Law no. 158/2020 amending, supplementing and repealing certain legislation, as well as establishing measures for the implementation of Regulation (EU) 2017 / 2.402 of the European Parliament and of the Council of 12 December 2017 establishing a general framework for securitization and establishing a specific framework for simple, transparent and standardized security and amending Directives 2009/65 / EC, 2009/138 / EC and 2011/61 / EU, and Regulations (EC) No 882/2004 1,060 / 2009 and (EU) no. 648/2012 as well as of Law no. 24/2017 regarding the issuers of financial instruments and market operations, the company AGROSERV MĂRIUȚA S.A., (hereinafter referred to as "**AGROSERV MĂRIUȚA**" or "The **Company**") has prepared this Policy on the remuneration of its directors and directors (“**Remuneration Policy**”).

**The purpose of the policy**

Through this Remuneration Policy, the Company intends to establish a set of clear and transparent rules regarding the remuneration of the directors and directors of the Company, in order to ensure a competitive and sufficient level of remuneration, so that it succeeds in attracting, to retain and motivate competent and experienced people in its management.

**II. DEFINITIONS**

For the purposes of this Remuneration Policy, the terms and expressions below shall have the following meanings:

- *Articles of Incorporation* - The articles of incorporation of the Company;

- *Administrator* - the sole administrator of the Company, respectively, starting with 01.01.2022, a member of the Board of Directors of the Company;

- *Board of Directors* - Board of Directors of the Company;

- *Director* - the person to whom the management of the Company has been delegated by the Board of Directors and who has concluded a mandate contract with the Company. The term "*Director*" includes and refers to the term General Director;

**III. GENERAL CONSIDERATIONS AND POLICY PRINCIPLES**

The company wants to ensure a competitive level of remuneration to attract, retain and motivate people with professional training and experience to be part of the administrative and executive management.

This Remuneration Policy has been prepared by the sole director of the Company and is subject to the approval of the Ordinary General Meeting of Shareholders of the Company.

The Company's administrators ensure the implementation of the Remuneration Policy, monitor its adequacy and formulate recommendations regarding its modification.

Any modification of this Remuneration Policy will be subject to the approval of the Ordinary General Meeting of the Company's Shareholders.

**IV. ADMINISTRATION CONTRACTS. MANDATE CONTRACTS**

**4.1. The administration contract**

The management contract is concluded between the Company and the Directors. The administration contract is concluded for a maximum period of four (4) years. If a director is selected following a vacancy in the Board of Directors, the Director concerned shall be appointed only for the remainder of his or her term of office until the end of the term of office of his or her predecessor.

If the Administrator intends to renounce the mandate by submitting his resignation, the Administration Contract provides for a notice period of three (3) months.

In the event of revocation without just cause of the Administrator, the Management Contract stipulates the obligation of the Company to pay to the Administrator, at the time of termination of the Contract in this way, an amount representing the value of three (3) Fixed Remunerations.

If the termination of the Management Contract by the Company is made with cause (respectively there is a breach of contractual and / or legal obligations) no compensation is paid upon termination of the Management Agreement.

**4.2. The mandate contract**

The mandate contract is concluded between the Company and the Directors. The mandate contract is concluded for a maximum period of four (4) years.

A Director may unilaterally terminate the Mandate Agreement by submitting a written notice to the Company, subject to compliance with a notice period of two (2) months.

The company may unilaterally terminate the mandate contract, by sending a written notification to the Director provided that a notice period of two (2) months is observed. If the Company dismisses the Director without just cause, the Mandate Agreements may include the obligation of the Company to pay a compensation the amount of which does not exceed the fixed remuneration for two (2) months.

If the termination of the Mandate Agreement by the Company is made with cause (respectively there is a breach of contractual and / or legal obligations) no compensation is paid upon termination of the Mandate Agreement, also in this situation the term of notice mentioned above.

**V. REMUNERATION OF DIRECTORS**

The remuneration of the Directors is established by the Ordinary General Meeting of the Company's Shareholders.

The remuneration of the sole administrator of the Company is in a fixed amount of RON 12,500 net / month.

Starting with 01.01.2022, the Company will be managed by a Board of Directors consisting of three Directors.

The remuneration of the members of the Board of Directors, applicable starting with 01.01.2022, for the entire term of office of the directors, respectively for a period of 4 (four) years consists of a fixed monthly allowance, in the amount of RON 3,000 net / month, for members of the Board of Directors and in a fixed amount of RON 3,500 net / month, for the Chairman of the Board of Directors.

Administrators have no other benefits except the fixed monthly allowance.

**VI. REMUNERATION OF DIRECTORS**

Subsequent to 01.01.2022, the Board of Directors will delegate the management of the Company to one or more Directors. The remuneration of the Directors is established by the Board of Directors of the Company.

The Directors' remuneration system includes a fixed component, which can vary between RON 8,000 net / month and RON 16,000 net / month, depending on professional experience and the level of responsibility of the position and a variable component that depends on the degree of fulfillment of the KPI for that year. The variable component cannot exceed 12 times the maximum fixed component (12 x 16,000 lei net).

The Company intends to implement a program to motivate Directors by allocating shares or stock options issued by the Company as part of the variable component of remuneration.

Directors also have the following benefits:

- The company makes available to the Directors a car, mobile phone, laptop and any other objects necessary for the fulfillment of their mandate;

- a standard health subscription to a private clinic;

- private pension or life insurance for directors who exceed a threshold of 5 years of service as employees of the Company.

**VII. GENERAL DISPOSITIONS**

The remuneration granted to the persons holding both the position of Administrator and that of Director is cumulated.

With the exception of those presented in point VI above and the participation in the public pension system and, implicitly, in the second pillar of the Romanian pension system (ie privately managed pension funds), Directors and Directors do not benefit from contributions to optional systems. of pensions paid by the Company.

The Directors and the Directors have concluded a professional liability insurance whose costs are borne by the Company.

**VIII. REMUNERATION REPORTS**

The annual reporting of the remuneration information is made through the annual financial statements and the report on the application of the Remuneration Policy which will be submitted to the consultative vote of the shareholders within the Ordinary General Meeting of Annual Shareholders.

**IX. FINAL PROVISIONS**

**Exceptions**

No derogations can be made from the Remuneration Policy.

**Conflicts of interest**

Potential conflicts of interest regarding the Remuneration Policy are avoided by approving the Remuneration Policy at the Ordinary General Meeting of the Company's Shareholders.

If any person involved in the decision-making process considers himself to be in a potential or actual conflict of interest, he shall be obliged to refrain from participating in deliberations and from exercising his right to vote.

This Remuneration Policy will enter into force with its approval by the General Meeting of Shareholders of the Company which will take place on 18.08.2021.