

CI - Restricted**N9D5****HUMAN RESOURCES**

Subdomain: Remuneration/ Personnel management

DIRECTIVE No. 5**REMUNERATION POLICY FOR EXECUTIVE OFFICERS AND NON-EXECUTIVE DIRECTORS****SUMMARY**

- 1. Introduction**
- 2. Governance of Remuneration**
- 3. Roles related to the Remuneration Policy**
- 4. Remuneration Policy for Executive Officers**
- 5. Remuneration Policy for Non-Executive Directors**
- 6. Other relevant provisions**

Document replaced/ canceled	Aplicability starting with:	Codification:
	04.05.2021	N9D5
N9D5 effective as of 04.05.2021 (the document has been fully revised and did not require any amendments (cf Reg BNR)	14.02.2022	N9D5
N9D5 effective as of 14.02.2022 (the document has been fully revised and did not require any amendments (cf Reg BNR)	20.03.2023	N9D5
N9D5 effective as of 20.03.2023 (the document has been fully revised and did not require any amendments (cf Reg BNR)	16.02.2024	N9D5
N9D5 effective as of 16.02.2024	07.05.2024	N9D5
N9D5 intrata in vigoare in 07.05.2024 (documentul a fost revizuit integral si nu a necesitat modificari (cf Reg BNR 5 / CA nr.586 / 05.02.2026)	12.02.2026	N9D5

1. Introduction

This policy governing remuneration of Executive Officers (Management Committee members) and Non-Executive Directors (Board of Directors members):

- was defined by the Board of Directors following the recommendations of the Remuneration Committee;
- is subject to shareholders' approval in the Ordinary General Shareholders' Meeting-
- is subject to the approval of the annual Ordinary General Shareholders' Meeting at each modification. The remuneration policy will be reviewed at least once a year.

The competence to approve the Policy rests with the Board of Directors, in the event that, following the annual review, it is found that there are no changes.

It includes governance and remuneration principles as well as key elements of the remuneration package and main contract terms and termination provisions for:

1. the Executive Officers;
2. the Non-Executive Directors.

2. Governance of Remuneration

The governance framework and decision-making process are designed to ensure that their remuneration is in line with both the shareholders' interests and the Bank's strategy.

The remuneration policy is aligned to BRD's business strategy as well as to its long-term sustainability and interests.

3. Roles related to the Remuneration Policy

A. Board of Directors

The Board of Directors is responsible for adopting and maintaining the Remuneration Policy and monitoring its implementation to ensure that it is fully operational.

The Board of Directors submits the Remuneration Policy for the approval of the Ordinary General Shareholders' Meeting.

B. Remuneration Committee

The Remuneration Committee is responsible for the preparation of decisions to be taken by the Board of Directors, in particular by conducting an analysis regarding the Bank's Remuneration Policy, which it presents to the Board of Directors for approval.

The Remuneration Committee also:

- Makes proposals regarding the individual remuneration of the Non-Executive members of the Board of Directors and respectively the individual remuneration of the Executive Officers.

- It also ensures the adequacy of the information provided to shareholders on Remuneration Policy for executive officers and non-executive directors in line with comparative market practices and correlated to Executive Officers' performance.
- Supervises the application of the personnel remuneration principles and informs the Board of Directors about the results of the supervision.

The information related to the Executive Officers and Directors' remuneration is regularly audited by either the internal audit division or external auditors.

C. Risk Management Committee

The Risk Management Committee has specific attributions (without prejudice to the tasks of the Remuneration Committee) in order to evaluate whether the incentives offered by the Remuneration Policy take into account risks, capital, liquidity, as well as the probability and timing of profits.

D. Nomination Committee

The Nomination Committee evaluates periodically, but at least once a year, the knowledge, skills and experience of each member of the management body and reports to the management body accordingly.

E. Control functions and Human Resources

Control functions and Human Resources Department are involved in the development of BRD's Remuneration Policy for executive officers and non-executive directors.

The above attributions are mainly related to the Bank Remuneration Policy for executive officers and non-executive directors. Other specific responsibilities of each committee/ internal structure are detailed within the internal normative framework of BRD.

4. Remuneration Policy for the Executive Officers

Remuneration principles

The remuneration policy for the Executive Officers must:

- Provide a strong alignment between the achievement of long-term strategic objectives, values and long-term interests of the Bank and the delivery of value to shareholders.
- Align the interest of the Bank and of its clients, employees and shareholders, prevent conflicts-of-interest situations and ensure compliance with the applicable legal framework rules of conduct.
- Promote sound and effective risk management and commitment for Bank's values set out in the Code of Conduct.
- Not encourage risk-taking that exceeds the level of tolerated risk of the Bank.
- Be consistent with Bank's corporate culture and values, risk culture, including with regard to Environmental, Social and Governance (ESG) risk factors.
- Offer market competitive and fair remuneration to attract, cultivate motivation and retain key talents while ensuring no forms of discrimination.
- Be gender neutral and respect the principle of equal pay for male and female Executive Officers for equal work or work of equal value.
- "Pay for performance", to only grant variable remuneration if and when it is justified both by financial performance and nonfinancial aspects related to corporate social responsibility and compliance with the Bank's leadership model.

Balanced remuneration taking into account the expectations of the various stakeholders

The remuneration of Executive Officers is broken down into two components: fixed remuneration (FR) and variable remuneration (VR). It ensures an appropriate balance between these two components, in the general interest of the Bank.

FR rewards experience and responsibility taking into account Group and market practices. It accounts for a significant proportion of overall remuneration and serves as the basis for calculating the maximum percentages for annual variable remuneration.

FR is composed of:

- Gross monthly allowance that provides a core reward for the role. Executive Officers are not eligible for 13th salary as the rest of Bank staff, in accordance with the Collective Labour Agreement (CLA) provisions.
- Benefits in kind such as: accommodation, children's school fees, travel budget to and from home-country, employer's contribution maintained in the home-country, Plan d'Épargne Entreprise SG (PEE – saving plan that enable SG staff to acquire securities portfolio) , pillar III pensions as defined in the BRD Benefits Policy, medical services, conditions of favor for BRD products and services as for employees, and insurance providing the same cover in terms of health and death/disability benefits as for employees.

Executive Officers do not receive any additional remunerations from other entities of the Group and do not benefit from discretionary pension benefits.

VR rewards both financial and nonfinancial performance over the year, which is consistent with the Bank's strategy and aligned to shareholders' interests, as well as the contribution of Executive Officers towards the success of the Bank. VR should reflect a sustainable and risk adjusted performance as well as performance in excess of that required to fulfil the Executive Officers' activities and responsibilities. Granting VR is not guaranteed.

Executive Officers are not awarded long-term incentives (LTI).

General principles, Performance measurement and targets for VR

At the beginning of each year, the Board of Directors defines the objectives, as part of Bank's strategy and short and long-term business priorities, that are taken into account to the performance measurement on the basis of which VR will be granted to Executive Officers.

VR is based on quantitative and qualitative criteria, thus combining an evaluation of the Bank's financial performance put in the context of the Group's performance with an assessment of managerial skills, in line with the Bank's strategy and leadership model. Covering both financial and operational aspects, these objectives are directly linked both to the Bank's and Group strategy and reflected in the setting of targets.

Quantitative criteria are based either on annual financial performance, i.e. the return on equity (ROE) and the cost-to-income (C/I), or on client impact, i.e. the NPS. Objectives and target levels are set by the Board of Directors in the first quarter of the financial performance year, primarily based on the budget targets for the Bank and the businesses within the scope of supervision of each Executive Officers.

The target amounts for quantitative criteria are precisely established by the Remuneration Committee and approved by the Board of Directors but are not being made public for reasons of confidentiality. The indicators/ targets set do not include any factors considered to be exceptional by the Board of Directors. The Board of Directors notes the degree to which quantitative objectives have been achieved after the close of the financial year, using the published results as a basis. The Board of Directors is empowered to decide, on proposal of the Remuneration Committee, the restatement of non-recurring exceptional and unbudgeted items not resulting from managerial decisions or operational management of activities.

Qualitative criteria are based essentially on the achievement of key targets in relation to the Bank's strategy, operational efficiency and risk management as well as the Corporate Social Responsibility (CSR) policy. Most of these targets are collective, reflecting the team spirit within the Executive Committee. The qualitative portion cannot represent more than 50% of the maximum VR (excepting the Deputy CEO of RISK for whom the financial performance cannot be taken into account in order to ensure his/ her independency). The criteria specifying how the achievement of each qualitative objective will be measured have been established by the Remuneration Committee and approved by the Board of Directors. These criteria are not made public for reasons of confidentiality.

Proper setting of objectives and targets by the Board of Directors, at the proposal of the Remuneration Committee, contributes to a fair performance measurement, including individual and collective.

The performance achievement rate can be between 0 and 120% (overperformance being capped at 120%). All targets are weighted and overall achievement rate corresponds to the average of the scores for each target.

The Executive Officers are also evaluated regarding their behavior in terms of risk and compliance using the grids in Annexes no. 2a and 2b.

The Board of Directors reviews the quantitative and qualitative performance criteria each year. Bank's performance is assessed on an annual and multi-annual basis and is compared to the performance of the peers and banking market in general.

Cap

VR is capped at 100% of annual FR.

Deferring, vesting and payment of VR

In accordance with European and local legislation in force and the Bank's risk appetite targets whilst promoting alignment with shareholders' interests, vesting of at least 60% of the VR is deferred over five years, on a pro rata basis. Deferring has as a purpose avoiding the encouragement of the imprudent assuming of risks or maximizing the profits on a short term. This concerns both cash payments and share equivalents (BRDTP) awarded subject to the achievement of long-term performance conditions in terms of Bank profitability; the amounts awarded are downward adjusted and subject to application of malus and claw-back arrangements if targets are not met. At least 50% from any VR must be composed of share equivalents, which are under an adequate deferral and retention policy, designed to align the incentives with Bank's long-term interests. The Board of Directors reviews the performance target achievement rates ahead of the vesting of deferred variable remuneration. A twelve-month holding period (retention period) applies after each definitive vesting date.

VR, including its deferred portion, is subject to performance condition and vested only if it is sustainable according to the financial situation of the Bank as a whole, and justified on the basis of the performance of the Bank, the business unit and the individual concerned.

Granted VR for which the Executive Officers did not enter his rights may be adjusted depending on BRD net profit indicator. A BRD net loss for the year which is preceding the vesting of deferred variable remuneration voids the vesting itself. The Board of Directors is empowered to decide, on proposal of the Remuneration Committee, the restatement of non-recurring exceptional and unbudgeted items not resulting from managerial decisions or operational management of activities.

Lastly, vesting of the deferred VR is subject to a presence condition of Beneficiary, meaning that the mandate contract is not terminated. The only exceptions to this condition are the following: retirement, expiry of initial duration of mandate contract, death, permanent disability, and termination of mandate contract because of transfer to another entity controlled by Group Société Générale.

The use of personal hedging or insurance strategies to undermine the risk alignment effects embedded in the remuneration arrangements is forbidden over the vesting and retention periods.

VR is subject to application of malus or clawback arrangements signed agreements (Annex 1). Finding of fulfillment of the malus and clawback agreements' criteria is made with the approval of the Board of Directors. VR awarded, either granted but not yet vested or paid, either already vested or paid, is object of the total or partial subsequent withdrawal in case it is proven that evaluation of performance is based on information significantly flawed, including when variable remuneration beneficiary prevented, in any form, the evaluator's access to real and accurate information, required in the annual evaluation process. BRD's payment obligation concerning the VR portion already granted but not yet vested or paid, is cancelled in case of fraud, perpetrated by or with the complicity of the remuneration beneficiary or in case of serious misconduct.

Moreover, if the Board observes, after the departure of an Executive Officer, that a decision taken during his/her term of office has particularly significant consequences for the Bank's results or image, it may decide to apply either the malus or the clawback clause.

The conversion value of the variable portion granted in share equivalents (BRDTP) is calculated based on the trade-weighted average (VWAP) of February of the year in which VR is granted.

The BRD share price to which the share equivalents payment is performed is corresponding to the trade-weighted average (VWAP) of the previous month of payment. For the calculation and payment of VR granted in share equivalents, exchange rates used for conversion of EUR/ RON and RON/ EUR are the average NBR exchange rates of previous month in which either the conversion into BRDTP or the payment is performed.

The payment of portion of VR granted in share equivalents (BRDTP) includes the payment of dividends (gross dividend amount per BRD share multiplied by the number of vested BRDTP), if the shareholders vote the payment of a dividend during the retention period. No dividends are paid during the vesting period.

Every year the date of vesting of BRDTP is the same date with the date of payment of the cash part of bonus from that year.

The payment of VR is performed according to the below deferral and retention scheme:

Allocation	Vesting			Date of payment*
	%	Type	Date	
40% on spot	20%	cash	March N	March N
	20%	BRDTP	March N	March N+1
60% deferred	12%	cash	March N+1	March N+1
	12%	cash	March N+2	March N+2
	12%	BRDTP	March N+3	March N+4
	12%	BRDTP	March N+4	March N+5
	12%	BRDTP	March N+5	March N+6

*) N is the year of granting the VR

BRDTP or share equivalents is a component of the VR expressed in units, whose value is determined for a relevant reference period preceding the vesting date, based on the price of BRD shares, listed on BVB.

Note: The initial deferral and retention bonus scheme also applies after retirement or in case of death or permanent disability of the beneficiary (under condition of presentation of the death certificate by the legal heirs or permanent disability certificate by the beneficiary of the deferred part

of the bonus). Clawback clause remains applicable, without exception, even if malus clause does not apply.

Exceptional variable remuneration

BRD does not generally award exceptional variable remuneration to its Executive Officers.

Termination payments

Payments related to the early termination of a mandate contract reflect performance achieved over time and do not reward failure or misconduct. As a general rule: early termination of a mandate contract prior to VR vesting is leading to forfeiture of all non-vested installments.

For Executive Officers, their mandate contracts define the conditions under which the termination payments can be granted, as well as their maximum level, which cannot exceed the amount of 6 gross fixed monthly allowances.

The provisions of the CLA related to termination payments do not apply to the Executive Officer.

The agreement conducted between the Executive Officers and the Bank may cease to exist by resignation of the Executive Officer, on the basis of a written notification sent to the Bank at least 90 calendar days in advance. The parties may agree on a shorter term.

No termination payment will be due in the event of serious misconduct, failure, dissolution of mandate contract, resignation, and non-renewal of the Executive Officer's appointment.

Sums payable upon leaving BRD. Non-compete clause

In accordance with the contracts signed by the Executive Officers with BRD, after the termination of their mandates until the expiry of the duration for which the non-compete clause is agreed, which is generally up to six-month period, they may continue to receive their gross fixed monthly allowance.

In case of failure to comply with this non-compete clause by the Executive Officer, he/ she shall be liable for the prejudice caused and shall owe to the Bank damages until the full compensation of the damage suffered by it.

Derogation to termination payments and non-compete clause

In situations of litigation risk and/ or reputational risk, exceeding this threshold of 6 gross fixed monthly allowances requires the approval of the Board of Directors, with prior validation of the control functions and the Legal Department and at the recommendation of the Remuneration Committee.

Position of Executive Officer

Executive Officers are generally appointed on their position for a term of four years and their mandate contract may be terminated at any time, without any motivation, based on Board of Directors' approval.

If any of the following causes occur before the end date of the mandate: occurrence of an incompatibility cause; incapacity, death, restriction by court of legal capacity, withdrawal of the prior authorization of the Executive Officer by NBR/ any supervisory authority, bankruptcy or termination of the Bank's existence, then the mandate will cease with no due payment starting this moment.

Appointment of a new Executive Officer

The remuneration components and structure described in this remuneration policy will also apply to any new Executive Officer appointed, according to their responsibilities and professional experience.

The Board of Directors is therefore responsible for setting the new Executive Officer's fixed remuneration by taking into account both internal and external benchmarks, the calibre of the candidate and the level of the existing remuneration.

Any new Executive Officer selected from outside the Bank may be awarded a hiring bonus (sign-on bonus), designed to act as compensation, if appropriate, for any remuneration forfeited upon leaving his/ her previous employer. For hiring bonus, all requirements for VR apply (performance condition of positive BRD net profit, deferral, retention, pay out in BRDTP, and clawback arrangements).

5. Remuneration Policy of Non-Executive Directors

Remuneration principles

In relation to the remuneration policy applicable to Non – Executive Board Members, main remuneration principles are following:

- To offer competitive remuneration commensurate with the required time commitment and responsibilities.
- The amount of remuneration shall be calculated so that it remunerates dedication, but at the same time without constituting an impediment to their independence.

How the Non – Executive Board Members are remunerated

The remuneration of non-executive members of the Board of Directors is approved by the Ordinary General Meeting of Shareholders and consists of gross fixed monthly fee.

If new members are appointed to the Board of Directors as non-executive Directors while this Remuneration Policy is in effect, the same remuneration as outlined above will apply to them.

To guarantee total independence in fulfilling their mandates, the non-executive members of the Board of Directors do not benefit from variable remuneration. Non-Executive Directors do not participate in remuneration schemes where payout is linked to performance.

Position of Board Members

The term of office of the Non-Executive Directors is 4 years; they are eligible for re-election.

6. Other relevant provisions

The management of conflict of interests

The Bank has a clear normative framework in place to prevent and manage conflicts of interests, which specifies the principles, and mechanisms that have been implemented. It covers two categories of potential conflicts of interest, those that may arise between the Bank and the Executive Officers and Directors, particularly in relation to activities involving their personal interest and/ or their professional obligations. It sets out the rules for identifying, managing and monitoring of potential conflicts of interests that should be clearly defined and recorded using a mapping tool and also listed in a conflicts of interest register.

The main obligations fulfilled by the executive officers and the Directors, imposed at the Bank level in order to prevent and avoid conflicts of interests, are:

- the obligation to act only in the interest of the Bank and to make decisions without allowing themselves to be influenced by any own interests that could occur in their activity; they must act to an extent that does not affect their ability to perform their tasks objectively and with independence of mind;

- the obligation to inform the Board of Directors and internal auditors regarding any operation in which they may have direct or indirect interests, which are contrary to the interests of the Bank, and not to take part in any deliberation regarding such operation;
- the obligation to not take part in any deliberation when, in meetings of the management body, decisions are taken about third parties with whom they are in a conflict of interest by nature of their position;
- the obligation to maintain the confidentiality of the information and manage the privileged information to which they have access during or after the activity, in accordance with the legal provisions and the internal normative framework of the Bank on the prevention of market abuse, respecting the deontology rules established at the level of the Bank;
- the Executive Officers of the Bank may not, without the authorization of the Board of Directors, be officers, directors, members of the board of directors or of the supervisory board, auditors or, as the case may be, internal or associated auditors with unlimited liability, in other competing company nor may they carry out the same or any other activity, on their own account or on behalf of another person, under penalty of dismissal and liability for any damage.

The Bank is also compliant with the requirements established by law regarding incompatibility and provisions regarding independent members of the management body and committees established in the support of the Board of Directors and has in place detailed mechanisms and policies regarding the conflicts of interests.

ANNEX 1

MALUS AND CLAWBACK CONVENTION

(1) **BRD - Groupe Société Générale S.A.**, bank that is organized and operates according to the laws of Romania, with its registered office in Bucharest, 1-7 Ion Mihalache Blvd., District 1, registered with the Trade Register under no. J40/608/1991, Unique Registration Code 361579, Tax Identification Number RO 361579, registered with the Bank Register under no. RB-PJR-40-007/1999, represented by Mr./Mrs. [●], as [●], hereinafter referred to as "**the Company**", "**the Bank**" or "**BRD**", as Principal in this Agreement;

and

(2) **The Executive Officer** [●], citizen [●], domiciled in [●], identified with [●] series [●] no. [●] issued by [●], on the date of [●], with CNP [●], as Agent, hereinafter also referred to as "**Beneficiary**"

WHEREAS:

- (A) based on this Mandate Agreement, the Beneficiary holds the position of [●], and is thus part of the categories of staff for which there is an obligation to defer the Variable Remuneration, according to the Remuneration Policy;
- (B) the provisions of the NBR Regulation No. 5/2013), on prudential requirements for credit institutions (hereinafter referred to as NBR Regulation 5/2013), which require the conclusion of Malus and Clawback Arrangements in order to ensure a healthy and efficient risk management and discourage the assumption of risks exceeding the risk tolerance of BRD;
- (C) the purpose of the Variable Remuneration is to reflect a sustainable and risk-adjusted performance, exceeding the performance necessary for fulfilling the responsibilities provided in the Mandate Agreement;
- (D) the provisions of BRD's Remuneration Policy and the principles for its application;

The Parties have agreed to conclude this "**Convention**", under which they have agreed as follows:

1. Definitions and Interpretation

Malus Arrangement means the practice of adjustment depending on performance allowing the adjustment of the part of the Variable Remuneration of the Beneficiary that has not yet vested, but which had been already communicated to him/her, in order to take into account the events subsequent to Communication;

Clawback Arrangement means the practice of adjustment depending on performance allowing the full or partial withdrawal of the Variable Remuneration of the Beneficiary which has already vested, in order to consider the events subsequent to vesting;

Fraud means the intended behavior of the Beneficiary, consisting in failure to comply with the legal and regulatory framework, the practices or ethical

standards, as well as the internal regulatory acts, understanding that by his/her behavior he/she could cause a damage to BRD, if such damage was caused. Fraud is found by the competent bodies of BRD according to the internal regulatory documents.

Vesting	the term when the Beneficiary becomes the legal owner of the Variable Remuneration granted, independent of the instrument which is used for the payment or if the payment is subject to additional retention periods or "clawback" arrangements.
Communication	means the letter through which BRD informs the Beneficiary regarding the Variable Remuneration approved in his/her case for the activity carried out during a financial year;
Criteria of application of the Malus Arrangement	mean the criteria described and identified in clause I.5;
Criteria of application of the Clawback Arrangement	mean the criteria described and identified in clause I.6;
Deferral Period	the period of time between the award of the Variable Remuneration and the vesting of the Variable Remuneration during which the Beneficiary is not the legal owner of the remuneration awarded.
Remuneration Policy	means the internal regulatory document approved by the Decision of the Board of Directors, including the changes that this document may suffer in time, as well as any other internal regulatory document replacing it;
Variable Remuneration	means that component of the remuneration, defined in the BRD Remuneration Policy, received by the Beneficiary related to a financial year and determined depending on certain performance criteria established by BRD, in compliance with the principles of NBR Regulation No. 5/2013; the Variable Remuneration also includes the guaranteed bonus.

2. Subject matter

The subject matter of this Convention is to establish by mutual agreement of the Parties how to apply the Malus and Clawback Arrangements, regarding the Variable Remuneration received by the Beneficiary for the activity performed under the Mandate Agreement.

3. Modality of awarding the Variable Remuneration

3.1. In the event where BRD awards to the Beneficiary a Variable Remuneration related to a financial year, in accordance with the internal regulatory documents, BRD shall inform the Beneficiary in writing, by Communication, at least on the following items:

- a) The total level of the Variable Remuneration;
- b) The structure of the Variable Remuneration, expressly identifying the component payable in cash and the component payable in shares or share equivalent;
- c) The deferral scheme, respectively the part payable immediately (spot) and the deferred part;

- d) The deferral period of the Variable Remuneration, establishing including the exact payment dates, as well the amounts (expressed in foreign currency or through a formula based on the price of the shares) payable at the respective dates.

4. Obligations of the Parties

- 4.1. The obligation of payment of the Variable Remuneration by BRD arises following the transmission of the Communication to the Beneficiary and shall be fulfilled by BRD pursuant to this Convention. This Convention is by no means a commitment of BRD or a guarantee of the fact that the Beneficiary will receive a Variable Remuneration. Guaranteed bonuses are granted only under the conditions set out in the Bank's Remuneration Policy.
- 4.2. The Beneficiary undertakes not to use personal hedging strategies or insurance policies relating to the remuneration and liability in order to counteract the risk alignment effects provided for in this Convention.

5. Criteria of application of the Malus Arrangement

- 5.1. BRD's payment obligation in relation to the part of the Variable Remuneration mentioned in the Communication but not paid yet shall be abolished in any of the following cases:
 - a) If the net profit related to the year prior to the one of vesting of the deferred part is negative; or
 - b) If it is proven that the evaluation of Beneficiary's performance is/was based on information significantly erroneous, including if the Beneficiary has prevented, in any way, the evaluator's access to real and accurate information, necessary in the annual evaluation process; or
 - c) If the Beneficiary has not complied with the appropriate standards of skills, behavior, good reputation and adequate experience for the position held within the Bank; or
 - d) In the case of Fraud found by the competent bodies of BRD according to the internal regulatory documents, committed by or with the complicity of the Beneficiary, or in case of gross negligence of the Beneficiary; or
 - e) If the Mandate Agreement concluded between BRD and the Beneficiary ceases for any reason, except those provided in Article 5.3 below.
- 5.2. For the avoidance of doubt, the installments of the Variable Remuneration for which the conditions mentioned in Article 4.1 were fulfilled shall not be carried forward for the following years, and BRD's payment obligation, regarding these installments of the Variable Remuneration, shall be definitively abolished.
- 5.3. The following cases are an exception from the situation referred to in Article 5.1, letter e):
 - i. cessation of the mandate relations by death or permanent disability of the Beneficiary of the deferred bonus.
 - ii. cessation of the Agreement by expiry of its duration.
 - iii. cessation of the mandate relations due to transfer to another entity within Société Générale Group.
- 5.4. For all the exceptions referred to in Article 5.3 above, the initial deferral scheme of the Variable Remuneration shall remain applicable.

6. Criteria of application of the Clawback Arrangement

- 6.1. The amount granted by BRD as Variable Remuneration to which the Beneficiary is already entitled, either announced but not paid or already paid, shall be subject to full withdrawal in the following cases:
- a) in the case of Fraud, found by the competent bodies of BRD according to the internal regulatory documents, committed by or with the complicity of the Beneficiary, or in case of gross negligence of the Beneficiary. The clawback arrangement shall also apply to all the Variable Remunerations received by the Beneficiary in the period when the irregularities covered by Fraud existed;
 - b) if it is proven that the evaluation of Beneficiary's performance is based on information significantly erroneous, including if the Beneficiary has prevented, in any way, the evaluator's access to real and accurate information, necessary in the annual evaluation process; or
 - c) if it is proven that the Beneficiary has not complied with the appropriate standards of skills, behavior, good reputation and adequate experience for the position held within the Bank.
- 6.2. The clawback arrangement shall apply if any of the events mentioned above has taken place and/or has been discovered during the time when the Beneficiary was in contractual relations with the Bank and in the following [3] years after the cessation of these relations, irrespective of the reasons of cessation.
- 6.3. The criteria for the Clawback Arrangement shall remain applicable to the Variable Remuneration subject to this Convention, without exception, even if it was not subject to the criteria of the Malus Arrangement when the Beneficiary was vested. For the avoidance of doubt, the Malus and Clawback Arrangements may be applied concurrently to different parts of the Variable Remuneration, whether or not the Beneficiary has been vested.

7. Duration

- 7.1. This Convention shall enter into force starting with the date when it is signed by the Parties and take effect throughout the period when the Beneficiary holds a position in the category of identified staff, according to the Remuneration Policy.
- 7.2. The provisions relating to the Malus and Clawback Criteria and their effects, the relevant obligations of the Mandate Agreement applicable to this Convention (e.g. confidentiality obligations, liability of the Parties, settlement of disputes, applicable law), as well as any other provisions of this Convention that are intended to take effects including in the event of its cessation, shall remain valid, even after the cessation of the Convention, regardless of the reason for its cessation.

8. Methods of implementing the criteria

- 8.1. The ascertainment of the fulfillment of the criteria for the application of the Malus and Clawback Agreements is made with the approval of the Board of Directors.
- 8.2. If any of the criteria of application of the Malus Arrangement is fulfilled, the part of the Variable Remuneration that has not been paid yet to the Beneficiary shall no longer be paid according to the deferral scheme within the Communication. The Beneficiary shall be notified in this regard, identifying the criterion that has led to such decision.
- 8.3. If any of the criteria of application of the Clawback Arrangement is fulfilled, the amount corresponding to the Variable Remuneration that has been paid to the Beneficiary shall be

returned in full within 5 working days from the date of transmission by BRD of the notification to this effect. Also, the part of the Variable Remuneration that has not been paid yet to the Beneficiary shall no longer be paid according to the deferral scheme within the Communication. The Beneficiary shall be notified in this regard, identifying the criterion that has led to such decision.

BRD – Groupe Société Générale S.A. **Beneficiary,**

Through: [●]

As: [●]

Signature: _____

Signature: _____

Employee Name	
Department/Group	
Assessed By	
Date	
Criteria*	Select criteria

Assessment by CPLE

Compliance Risk Management Expertise & Risk Awareness	
Knowledge on inherent compliance risks of the department's activities	Select Rating
Anticipation, monitoring and mitigation of risks (incl. overdue regulatory/ internal audit/ L2C requested measures)	
Knowledge on regulations	
Compliance Risk Culture and Standards	
Knowledge of the compliance risk management standards & procedures (Including ESG Guidelines)	Select Rating
Adopting risk management standards & culture in day-to-day operations (for example: transparency, professionalism)	
Anticipation, monitoring and mitigation of risks (incl. KYC review realization rate, if the case)	
Promotion of risk culture with staff (if manager) (incl. Staff sanctioned for conduct incidents)	
Attitude towards CPLE	
Courtesy / Respect (incl being respectfull of deadlines related to mandatory trainings)	Select Rating
Willingness to collaborate (cooperation & transparency with CPLE teams)	
Proactivity & Responsiveness regarding incidents escalated by CPLE (incl. Compliance incidents not closed for more than 2 years)	
Promotion of adequate staff behaviour (if manager)	
Overall Risk Rating	Select Rating
Compliance incident or conduct incident? (Y/N)	

Comment **

--

Recommendation

--

* Only for individual assessment

** Qualitative and quantitative data (when applicable) are mandatory

Give **factual comments** (for example: losses, incidents, breach of limits, fines & penalties, ...)

Employee Name	
Department/Group	
Assessed By	
Date	
Criteria*	Select criteria

Assessment by RISQ

Risk Management Expertise & Risk Awareness Knowledge on inherent risks of the department's activities Anticipation, monitoring and mitigation of risks Knowledge on regulations	Select Rating
Risk Culture and Standards Knowledge of the risk management standards & procedures (Including ESG Guidelines) Adopting risk management standards & culture in day-to-day operations (transparency, professionalism) Anticipation, monitoring and mitigation of risks Promotion of risk culture with staff (if manager)	Select Rating
Attitude towards RISQ Courtesy / Respect Willingness to collaborate (Cooperation & transparency with RISQ teams) Proactivity & Responsiveness regarding incidents escalated by RISQ Promotion of adequate staff behaviour (if manager)	Select Rating
Overall Risk Rating	Select Rating
Compliance incident /operational risk incident? (Y/N)	

Comment ****Recommendation**

* Only for individual assessment

** Qualitative and quantitative data (when applicable) are mandatory

Give **factual comments** (for example: losses, incidents, breach of limits, fines & penalties, ...)