



REMUNERATION POLICY

COMPANY MED LIFE S.A.

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I. INTRODUCTION

a) Legal framework

In order to comply with the provisions of Article 106 of Law no. 24/2017 regarding issuers of financial instruments and market operations, and the Corporate Governance Code of the Bucharest Stock Exchange, Med Life S.A. (hereinafter referred to as "**MedLife**" or "the **Company**") has developed this Policy regarding the remuneration of its administrators and directors (hereinafter referred to as "the **Remuneration Policy**").

In drafting this document, the recommendations from the document issued in February 2021 by the Romanian Association for Investor Relations (ARIR), titled *Remuneration Policy Implementation Guide*, were also taken into account.

b) Scope

The Remuneration Policy is intended to contribute to MedLife's business strategy, as well as to the sustainability and long-term interests of the Company. This goal is achieved by establishing, within this Remuneration Policy, a set of clear and transparent rules that the Company will follow regarding the remuneration of its executives, ensuring an adequate and competitive remuneration system that attracts, retains, stimulates performance, and motivates the Company's management staff.

Given that remuneration is one of the key tools available to the Company to align its interests with those of its executives, as well as the essential role they play within the Company, the Remuneration Policy aims to incentivize executives both in terms of improving the Company's short-term results and in consolidating and positioning it in the market in a way that ensures medium- and long-term stability and sustainability. This is achieved by discouraging risky or inappropriate behaviors in relation to MedLife's long-term strategy and the interests of its investors.

The remuneration components will be balanced to ensure both appropriate compensation and benefits, as well as incentives that provide executives with a sense of financial security at the family level. This will allow them to dedicate as much attention and focus as possible to their leadership/supervisory responsibilities within the Company.

c) Scope of Application. Transitional Provisions

The Remuneration Policy is directly applicable to the members of the Company's Board of Directors and to individuals holding the position of Director.

The Remuneration Policy is drafted by the Board of Directors upon the recommendation of the Nomination and Remuneration Committee. This Remuneration Policy comes into effect on the date it is approved by the Ordinary General Meeting of MedLife Shareholders.

Once the Remuneration Policy is approved by the shareholders, the Board of Directors ensures the implementation of its provisions.

The Remuneration Policy applies immediately from the date of approval by the General Assembly of Shareholders (GSM) to any mandate contracts concluded after this date with individuals holding the position of executives of the Company.

Ongoing mandate contracts will be executed according to the contractual provisions agreed upon by the parties, except in cases where the executive agrees to sign an addendum to the mandate contract to implement all provisions and principles of this Remuneration Policy.

The Remuneration Policy will be submitted for approval by the Ordinary General Meeting of Shareholders with each amendment and, in any case, at least once every 4 years.

II. DEFINITIONS

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

- *Articles of Incorporation* - Articles of Incorporation of MedLife;
- *Director* – member in the Board of Directors of MedLife;
- *Executive director* - individual that holds, at the same time, the position of director and that of Manager of the Company;
- *Non-executive director* - individual that holds the position of director and does not hold, at the same time, the position of manager of the Company;
- *Board* - the Board of Directors of MedLife;

- *Executive Board* – Corporate structure that comprises the Managers;
- *Leader* – Member of the Board of Directors or Director;
- *Manager* - individual to whom was delegated the management of the Company, by the Board of Directors and who has concluded with the Company a mandate agreement. The term “manager” also includes and refers to the term of General Manager;
- *MedLife* or *Company* – the Company Med Life SA.

III. MANDATE AGREEMENTS

a) Directors' Mandate Agreements

Mandate Agreements between MedLife and the Directors are concluded for a duration of 4 (four) years, or, if the General Assembly of Shareholders (GSM) sets a different duration, for a period equal to the term approved by the GSM.

If a Director is appointed to a vacant position on the Board of Directors, the Mandate Agreement will be concluded only for the remaining duration, from the moment of their appointment to the vacant position until the end of the term of their predecessor.

For the removal of an administrator according to Article 1371, paragraph (4) of Law no. 31/1990 on companies, resulting in the termination of the Mandate Agreement, the Mandate Agreement will stipulate the Company's obligation to pay the director, upon termination of the contract in this manner, an amount equal to 3 (three) Fixed Monthly Remunerations.

The Mandate Agreement will stipulate a notice period of 3 (three) months for cases where the director intends to resign from the mandate.

If the Mandate Agreement is terminated due to the fault of the director (i.e., there is a failure to fulfill contractual and/or legal obligations), no compensation will be paid upon the termination of the Mandate Agreement.

b) Managers' Mandate Agreements

Mandate Agreements between MedLife and Managers are concluded for a duration of 4 (four) years. The Managers are members of the Executive Committee, according to the provisions of the Company's Articles of Incorporation.

The Mandate Agreement will stipulate a notice period of 3 (three) months for cases where the Manager intends to resign from the mandate.

The Company may unilaterally terminate the Mandate Agreement by sending a written notice to the Manager, provided that a notice period of 3 (three) months is observed.

To cover the case where the Company revokes the Manager's mandate without just cause, the Mandate Agreements will include an obligation for MedLife to pay compensation equal to the fixed monthly remuneration for 6 (six) months, without prejudice to any variable remuneration that has already vested in the Manager's benefit according to Section V, letter b) of this Policy.

If the termination of the Mandate Agreement by the Company occurs through resignation due to the Manager's fault (i.e., there is a failure to fulfill contractual and/or legal obligations), no compensation will be paid upon the termination of the Mandate Agreement. Additionally, mechanisms such as malus or claw-back, as detailed in Section V, letter d) below, may be activated, if applicable.

IV. REMUNERATION OF THE MEMBERS OF THE BOARD OF DIRECTORS

The Directors benefit from a fixed remuneration component in the form of a fixed monthly indemnity, which is determined by the General Meeting of Shareholders of MedLife.

All Directors will receive the same fixed monthly indemnity, except for the Chairman of the Board of Directors, for whom the General Meeting of Shareholders may set a higher fixed monthly indemnity.

No additional indemnities will be granted to the Directors to whom specific functions within the Board of Directors are assigned.

The Directors do not benefit from a variable remuneration component.

The Directors will have the following benefits, which will be granted in accordance with the provisions of this document and the internal rules applicable at the Company level, up to a net

total amount limited to the RON equivalent of EUR 12,500 per year for each Director individually:

- Medical subscription in the MedLife network;
- Professional training courses/study expenses coverage for the Director or a first-degree relative;
- Gym or sports club subscription for the Director and family members (spouse, children);
- With the exception of participation in the public pension system and, implicitly, in the second pillar of the Romanian pension system (i.e., privately managed pension funds), Directors do not benefit from contributions from MedLife to optional pension systems.

The Directors are provided, in accordance with MedLife's internal rules, with a laptop, phone, car, and other work tools, and are reimbursed for expenses incurred in fulfilling the duties entrusted to them by the Company.

V. REMUNERATION OF MANAGERS

The remuneration of the Managers is determined by the Company's Board of Directors, in compliance with the general remuneration limit for Managers, which is previously approved by the General Meeting of Shareholders.

The remuneration package includes: (i) a fixed remuneration component in the form of a fixed monthly indemnity, (ii) a variable remuneration component (with both short-term and long-term incentive components), and (iii) other benefits.

a) Fixed remuneration

The fixed monthly indemnity will be determined individually for each Manager based on the following factors:

- Relevant professional experience;
- Organizational responsibility;
- Complexity of duties;
- Comparative level for similar roles in the market, the specifics of the company, and comparable listed entities;
- The overall remuneration framework within MedLife, to avoid situations where employees who are not Managers (except for doctors) receive significantly higher fixed monthly indemnities than the Managers;
- The fixed monthly indemnity for any Manager will not exceed the fixed monthly indemnity

- granted to the CEO.

The difference between the minimum and maximum approved fixed indemnities for MedLife Managers (except for the CEO's fixed indemnity) will not exceed 30%.

The fixed monthly indemnity for executive Directors, corresponding to the two positions they hold within MedLife, can be accumulated.

b) Variable remuneration:

The variable remuneration will include (i) a short-term incentive component, which may be granted for each financial year as a one-time annual payment (annual performance bonus), and (ii) a long-term incentive component, consisting of MedLife shares, with the actual granting of these components being subject to the fulfillment of the conditions set out in this Remuneration Policy.

The total variable remuneration for each Manager will not exceed a maximum cap of 70% (the maximum variable remuneration opportunity) of the annual fixed indemnity (i.e., the fixed monthly indemnity multiplied by 12).

Within the variable remuneration structure, the short-term incentive component may be up to 30% of the maximum total variable remuneration opportunity, while the long-term incentive component may reach up to 70% of this opportunity.

(i) Short-term incentive component

The short-term incentive component aims to ensure that each Manager is directly interested in achieving the Company's short-term objectives (1 year) and motivates the fulfillment of responsibilities at a higher quality level, with direct involvement in reaching specific targets.

The short-term incentive component is granted as an annual performance bonus, a fixed amount paid in cash, which may be awarded in the year following the end of the relevant financial year, in full or in part, based on an objective evaluation approved by the Nomination and Remuneration Committee. This evaluation is based on the degree of achievement of predefined objectives (i.e., key performance indicators) outlined in an annex to the Manager's mandate agreement.

For Managers and the CEO, between 3 and 5 key performance indicators will be established,

applicable for the entire 4-year mandate period. These will be aligned with MedLife's strategy and shareholder interests and will be approved by the Board of Directors, upon the recommendation of the Nomination and Remuneration Committee. The Board of Directors, at the recommendation of the Nomination and Remuneration Committee, may decide to modify these indicators to ensure they remain aligned with the Company's strategy.

The indicators may track both the individual contribution of Managers (individual performance indicators) and collective performance (company-level performance indicators), and they may carry different weights in determining the overall degree of achievement.

The performance indicators considered for granting the annual performance bonus can be divided into 3 categories:

- Financial indicators, which can have a weight of up to 40%;
- Functional indicators, directly related to the Manager's area of activity, with a weight of up to 40%;
- Non-financial indicators, which can have a weight of 10% to 30%.

The total combined weight of these indicators must be 100% and cannot be modified during the reference year in progress.

The short-term variable indemnity can be awarded in full or in part, proportionally with the percentage of indicator achievement. The maximum threshold for fulfilling the indicators is 100%, for which 100% of the variable indemnity will be granted.

The Board of Directors may, with justification, decide not to include the short-term incentive component in the remuneration structure for certain Manager positions. Such reasons may include, but are not limited to, the level of responsibility of the Manager, the cumulative duration of the mandates exercised by the Manager within the Company, and the Manager's past performance.

Furthermore, unequivocal cases will be defined where the short-term incentive component may be adjusted (malus) or returned (claw-back), as detailed in section V, item d) below.

(ii) Long-term incentive component

The long-term incentive represents the granting of MedLife shares, free of charge, based on a corresponding plan approved by the Board of Directors (the Long-Term Incentive Plan).

The Long-Term Incentive Plan involves, subject to the fulfillment of the vesting conditions outlined in this Policy, granting each Manager the right to receive, free of charge, at the end of each interim vesting period, as well as at the end of the total vesting period, a number of MedLife shares corresponding to the respective vesting period. Regarding the vesting period, vesting occurs both in the interim (i.e., after each year from the date of grant) and fully after four years from the date of grant. For interim vesting, 25% of the shares allocated to the Manager will be distributed for each interim cycle (i.e., each of the four successive years), subject to the fulfillment of the vesting conditions set out in this Policy.

The maximum number of free MedLife shares that each Manager will be entitled to, under this Remuneration Policy, will be calculated based on the weighted average trading price on the Bucharest Stock Exchange (BVB) of MedLife shares over the three months period prior to the Manager's enrollment in the Long-Term Incentive Plan.

The final value of the share package at the time of interim or total vesting, as applicable, will be adjusted based on the achievement of long-term performance indicators, subject to the other vesting conditions specified in this Remuneration Policy.

The Long-Term Incentive Plan details the terms of implementation, including access conditions, calculation of the interim/total vesting period, methods for measuring performance indicator achievement, the effect of the termination of the mandate agreement on the right to receive shares, determination of the number of shares to be allocated to the Manager, share settlement mechanisms, etc.

The long-term incentive component aims to ensure that a significant portion of the Manager's variable remuneration is granted through mechanisms that promote sustainable development, inter-organizational cooperation, and long-term alignment of the Managers' goals with MedLife's objectives and the shareholders' interests.

The Long-Term Incentive Plan is based on key long-term performance indicators that measure the collective contribution of all Managers and apply to both Managers and the CEO.

In accordance with Law no. 24/2017 regarding issuers of financial instruments and market operations, MedLife, through the Long-Term Incentive Plan, outlines clear, complete, and varied performance indicators for granting the variable remuneration related to the long-term

incentive component. Setting relevant, specific indicators and an objective methodology for measuring their achievement will contribute to MedLife's business strategy and to the long-term sustainability and interests of the Company, aligning the Managers' interests with those of the Company, shareholders, and capital market.

The long-term variable component may be granted in full or partially, proportionally with the percentage of performance indicator achievement. The maximum threshold for performance indicator achievement is 100%, for which 100% of the variable remuneration will be granted.

Failure to achieve a particular performance indicator will not invalidate the overall achievement of performance indicators, as they are evaluated cumulatively.

Interim failure to meet certain performance indicators (interim vesting) will not affect the Managers's ability to benefit from 100% of the plan's benefits at the end of the full vesting period, depending on the overall achievement throughout the plan, by compensation, or at its conclusion. Likewise, failure to meet performance indicators at the end of the full vesting period (total vesting) will not affect rights already earned at the end of each interim vesting cycle.

c) Other Benefits

The Managers are entitled to the following benefits, in accordance with this document and MedLife's internal rules, up to a total net amount limited to the RON equivalent of EUR 10,500 per year:

- Medical subscription in the MedLife network;
- Professional development courses or coverage of study expenses for the Manager or a first-degree relative;
- Gym/sports club membership for the Manager and family members (spouse, children).

Except for contributions to the public pension system and, implicitly, to the second pillar of the Romanian pension system (i.e., privately managed pension funds), Managers do not receive contributions from MedLife to optional pension schemes.

Managers are provided with, in accordance with MedLife's internal rules, a laptop, phone, car, and other work tools, and are reimbursed for expenses incurred while fulfilling their duties entrusted by the Company.

The benefits due to executive Directors, pertaining to their two roles within MedLife, may be accumulated.

d) Adjustment of Variable Remuneration (malus / claw-back)

If it is objectively determined that there has been an erroneous assessment of the conditions for granting variable remuneration—due to exceptional circumstances such as fraud or serious disciplinary misconduct by the Manager — the Company may decide on (i) loss/adjustment of the Manager's right to receive variable remuneration (Malus) or (ii) total or partial recovery of the variable remuneration that has already been distributed to the Manager (claw-back), as applicable. The malus mechanism applies only to the portion of the variable remuneration that has not yet been distributed to the Manager as a result of vesting, while claw-back applies to the variable remuneration that has already been distributed to the Manager.

e) Others

The Leaders have a professional liability insurance, the costs of which are covered by MedLife, with a maximum aggregate coverage of €5,500,000.

VI. REPORTING REGARDING THE REMUNERATION

Annual reporting on remuneration is done through the annual financial statements and the remuneration report. The remuneration report for the most recent financial year will be subject to an advisory vote at the Annual General Meeting of Shareholders.

VII. EXCEPTIONS

In exceptional circumstances, when necessary to ensure MedLife's sustainability and serve the Company's long-term interests or ensure its viability — such as in response to market competition developments or macroeconomic or geopolitical events — the Board of Directors may temporarily deviate from the provisions of the Remuneration Policy. This deviation must adhere to the following rules for Managers' remuneration:

- (i) Regarding the fixed monthly salary, a variation of up to 30% from the base value of the fixed monthly salary may be applied, for cumulative periods of up to 6 months during the term of the agreement;
- (ii) Regarding variable remuneration, in cases of exceptional performance by a Manager with a significantly positive impact, the maximum value of the performance bonus may be increased by up to 100%.



The necessity for exceptions will be evaluated by the Nomination and Remuneration Committee, and any finding that the Manager has achieved exceptional performance or the existence of a compelling need for retention must be justified and documented in writing by the Nomination and Remuneration Committee. The Committee will submit the proposed terms of the exception to the Board of Directors for final approval.

To avoid any doubts, the granting of remuneration to executives under this Remuneration Policy is always conditioned upon adherence to the general limit of executive remuneration, as previously approved by the General Meeting of Shareholders in accordance with Law no. 31/1990 on companies.

Any exception applied by the Company will be reported in the Remuneration Report for the most recent financial year, including explanations regarding the nature of the exceptional circumstances and details of the specific elements from which the exception was made.