



Severance Policy

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1. Purpose

Within Piraeus Group, severance payments, inclusive of any amount corresponding to the indemnity in lieu of notice according to laws or contracts, may be provided in favor of individuals whose employment or office is terminated early (i.e. in the case of contracts, before their natural expiry and any contractual or legal retirement) upon Piraeus Bank S.A (hereinafter the "Bank") / any Group subsidiary's initiative or in the interest of the same.

The main objective of a severance payment is to provide eligible employees with a safety net necessary to act responsibly on behalf of the Group, or in case of a new hire, to empower the decision of high caliber executives from the market to join. In parallel, it supports the loss of income and ensures a smooth exit process with all the Group's legal bases covered.

In addition, providing a severance agreement to Top Management, the Group:

- Fosters goodwill with eligible employees.
- Safeguards Bank's / Group's sensitive information, data and processes.
- Treats with respect remaining employees, rewarding their commitment and self-motivation to achieve targets set.

Whilst being consistent with the wider human capital strategy of the Group and the principles of the Group Remuneration Policy and the Directors' Remuneration Policy (forming an integral part of said Policies to the extent it is applicable to the scope of persons each applies to), the present Severance Policy (hereinafter "Policy") has been designed to:

- Enhance the robust governance structure with clear and transparent processes.

- Be aligned with relevant market practices in the Greek systemic banking sector that provide for severance payments to senior executives.
- Allow for a smooth transition and succession at Top Management level (hereinafter "Executives" as these are defined below).

While taking into consideration legal and regulatory provisions of Law 4261/2014 and the Bank of Greece Executive Committee's Act No.231/1/15.07.2024, the present Policy contributes to the Bank's / Group's business strategy and long-term interests by:

- Ensuring compliance with the most recent national and international regulatory requirements.
- Ensuring transparency of the Group's remuneration practices.
- Providing the criteria for determining severance payments.
- Being consistent with and promoting sound and effective risk management, and not providing incentives that encourage excessive risk-taking beyond the Group's approved risk appetite limits.
- Reflecting performance achieved over time and not rewarding failure or misconduct.
- Including measures for the prevention of conflicts of interest.
- Making adherence to the Group's values, business principles, and risk-related policies, which are key considerations in determining remuneration.



2. Scope

The present Policy applies, under the terms and conditions prescribed hereof, exclusively to the following categories of Executives at Group level in alignment with the internal job levelling structure:

- CEO and any Executive Board Member(s).
- Executive General Managers (including any roles bearing the level of responsibility of Executive General Manager).
- General Managers (including any roles bearing the level of responsibility of General Manager).

3. Governance

This Policy enters into force following its adoption by a resolution of the Board of Directors, on the recommendation of the Remuneration Committee. The application of this Policy to the CEO and the Executive member(s) of the Board of Directors shall be subject to the approval of the General Meeting of Shareholders.

The Group Human Resources, within its competencies, shall assist the Remuneration Committee in the implementation of the Policy.

This Policy, as part of the Group's remuneration policies / practices, is subject to an independent review by the control functions, including risk, internal audit and compliance, the feedback of all of which has been incorporated in the Policy. The control functions are also reviewing any amendments to this Policy. In addition, Compliance examines how the Policy affects the Bank's compliance with the regulatory framework, the legislation and the internal procedures in force, in close cooperation with the legal services, where needed.

The above-mentioned control functions review the Policy by taking also into consideration any conflict of interest issues.

In accordance with the current legal and regulatory framework, the Policy is effective for a period of up to four (4) years from its approval. Should material changes occur, the Policy shall be reviewed and submitted to the competent bodies for approval.

Policy's Nature – General Principles

The present Policy is subject to all applicable laws including Law 4261/2014 and Law 4548/2018, the relevant Collective Agreements (sectoral, enterprise level etc.) and the regulatory and supervisory framework, all as in force.

The characteristics below define the context for the Policy's implementation:

- Severance payment, in accordance with and subject to the terms and conditions of this Policy, will reflect performance achieved over time, will not reward failure, excessive or inappropriate risk taking, misconduct or material error. For the avoidance of any doubt, the present Policy may be applied by the Bank / Group to termination arrangements with Executives.
- Severance payment shall be awarded for the early termination of an employment contract on good terms excluding the case of resignation, other voluntary cessation on the part of the Executive or retirement. The amounts defined by a third party having the power to do so (such as judicial and/or arbitrary and/or conciliatory authority) as well as elements of limited material value (such as laptop, phone, tablet devices etc.) are not considered severance payments.
- Severance payment shall not be awarded where there is an obvious failure which allows for the immediate cancellation of the contract or the dismissal of staff for cause. Cause indicatively



includes: the willful and repeated failure to perform any of his or her material duties, violation of any internal rules and procedures based on intent or gross negligence, cases of fraud, disciplinary actions, and responsibility for conduct which resulted in significant losses for the Bank / Group.

Any payment effected in the context of the present Policy is of voluntary nature (ex-gratia payment, i.e. there is no legal or contractual obligation for such payment). The present policy may be withdrawn at any time by means of a resolution of the Board of Directors.

Deviation – Management of exceptions

Under exceptional circumstances, respecting the standard provisions could impede the achievement of results of relevant importance for the Bank / Group interests. Such circumstances may include but are not limited to, extraordinary market conditions, major changes in the Bank's strategy, major restructurings, changes in regulatory requirements. In such cases, it might be opportune / necessary to temporarily deviate from the provisions of the present Policy, provided that:

- A proposal, is submitted to the Board for approval, following the Remuneration Committee's recommendation accompanied by the opinion of Legal Services and Group Compliance on the rationale of the proposed deviation. The Remuneration Committee shall oversee and review any deviation to ensure alignment with the Bank's overall risk appetite, corporate values, and long-term sustainability.
- Such deviation is necessary to serve the long-term shareholders' interests and sustainability of the Bank / Group.

Implementation at Group level

The Policy provides, in general terms, the basic criteria and the maximum limits for severance payments. Those are then concretely defined / implemented by each Group entity, depending on its size and governance structure and considering the specificities of the market and the country in which it operates. Each single severance payment is defined consistently with, and without ever exceeding, the rules provided by regulations, contracts, practices of the specific markets of reference, considering as well any other sectoral, local or legal requirements and provisions of applicable national bargaining and individual contracts. The Policy may be accompanied by specific internal guidelines which ensure its consistent and homogeneous application. The guidelines, defined at Group level, are implemented by all entities of the Group, and if necessary locally amended / integrated, subject to Group Human Resources' prior consent, to reflect the peculiarities at entity / country level.



4. Severance Payment

The criteria below are taken into consideration in order to determine the award of severance payment in alignment with the specific legal and contractual framework:

- The duration of the employment relationship.
- The Executive's performance achieved over time as evidenced and documented by the internal Performance Appraisal mechanism.
- The Executive's behaviors and attitudes' alignment with Group's internal policies and rules.
- The proximity to retirement age.

Severance payments related to the early termination of an employment contract in good terms, based on Executive's tenure in the Group are determined as follows:

- For up to ten (10) years of service in the Group, a lump sum equal to an amount of twelve (12) gross monthly fixed remuneration¹ is awarded.
- For more than ten (10) years and up to fifteen (15) years of service in the Group, a lump sum equal to an amount of eighteen (18) gross monthly fixed remuneration is awarded.
- For over fifteen (15) years of service in the Group, a lump sum equal to an amount of twenty-four (24) gross monthly fixed remuneration is awarded.

Any amount payable by the Bank / Group under this Policy shall be paid in cash. No such payment may

exceed a total of twenty-four (24) gross monthly fixed remuneration, and shall be subject to the terms and limitations below.

Said severance payment amount:

- Is offset against any other compensation paid due to departure on the termination of the employment contract, as such compensation shall be set by applicable law, by the relevant Collective Labor Agreements and/or the Collective Labor Agreements applicable in Greece or by Voluntary Exit Schemes implemented at the same time or by a provision of an individual employment contract already signed.
- Is taxed in accordance with the applicable scale for severance payments and the tax amount is withheld from the Executive's above-mentioned payment.
- Shall not have a material impact on the Bank's / Group's capital base.
- It is payable in a way which shall safeguard the interests of the Bank / Group:
 - An upfront component of the severance payment, which may not exceed 60% of the total amount, will be payable at the expiration of a 6-month non-compete clause. Both the upfront component and the consequent deferred installments will not be payable if the 6-month non-compete clause is breached. To this end, the Executive will be required to notify the Bank / Group in writing that he has complied with the non-compete obligation.
 - The rest of the amount (40% or 60% for particularly high amounts as set in the Group and Directors' Remuneration Policies) shall be

¹ The term "monthly fixed remuneration" includes the sum of the monthly salary and the employer's monthly contributions in pension plan(s), annualized based on the last month prior to the termination date.



deferred in annual installments of an equal amount within a period of five (5) years or otherwise defined by the existing legislative and regulatory framework, following the Executive's termination date.

Malus & Clawback Provisions

The severance payment shall be subject to malus or clawback arrangements up to 100% in the following cases:

- The Executive, inter alia, has committed a disciplinary offence (even if this will be revealed after the termination of employment and/or the completion of severance payments) and/or if the Executive fails to comply with any confidentiality, non-disclosure and/or non-competence provision of the relevant employment and/or termination agreement.
- In case of fraud, violations of regulations / procedures / policies, gross misconduct, discrimination or harassment, failure to meet appropriate standards of fitness and propriety, or other equally serious cause, participation in or responsibility for conduct which resulted in significant losses, misuse of confidential information, the Bank / Group shall be entitled to use any and all legal means available to claim the return of severance payment.
- In case of pending investigation(s) by the internal audit and compliance at the time of the termination arrangements, the Remuneration Committee's approval is required and the paid severance amount is subject to recoupment in case the investigation concludes to Bank's / Group's loss.

In case the Bank has activated the Recovery Plan, any severance payment decision may be significantly reduced or cancelled in case the Bank fails to meet obligatory regulatory and/or capital requirements.



5. Other Provisions

Executives, whose contract is terminated under the terms of this Policy, are also entitled to the benefits below:

Outplacement

Outplacement services are a broad spectrum of career services that may be provided by a specialized consultant to guide individual for the next career step.

Insurance Coverage

Continuation of the Medical insurance program (hospital care / outpatient care coverage) for one (1) year following the termination of employment, valid also for their dependents already enrolled in the program before the termination date, according to the terms in effect for active employees. In addition, the option of continuing the aforementioned program with the same terms is offered to the Executives, at their own expense, subject to relevant agreement with the insurance company.

Existing Loan Liabilities

Existing staff loans (mortgage and consumer loans) granted by the Bank, will retain their staff preferential terms until their date of maturity, provided they remain performing. Especially in the case of credit cards, maintenance of staff terms will continue for a period of one (1) year from the termination date. Overdue payments will be repaid upon termination date by being deduced from the lump sum payment. Salary loans must be repaid upon the termination of employment.

In case of large loan exposures:

- For debts exceeding € 300,000, a proportion of 30% shall be offset proportionally against all net severance payment amount (upfront and annual installments).

- For debts exceeding € 500,000, a proportion of 50% shall be offset proportionally against all net severance payment amount (upfront and annual installments).

6. Termination Process

Any termination agreement should set out the terms and conditions under which any severance payment under this Policy should be offered to individual, including, inter alia, that:

- The relevant contract is not terminated for due cause (indicatively, but not exhaustively: low performance, fraud, violation of the Code of Conduct, disciplinary action etc.).
- The Executive leaves the Bank / Group in good terms (including, without limitation, waiver of any and all existing or potential claims / litigation against the Bank / Group, including the right to challenge the termination agreement, obligation to fully cooperate in handover to his/her successor) and he / she cannot be rehired in the Group for a period of five (5) years.
- The Executive commits to act professionally, respecting / abiding by the terms and conditions of the relevant termination agreement in respect of the post-termination period (including, without limitation, any non-competition clauses, claw-back due to any post-termination discovery of material mismanagement, breach of confidential and non-disclosure provisions etc.).

Process

Subject to the provisions of articles 99 (on related parties' transactions) and 109 (on remuneration of the Board Members and General Managers) of Law 4548/2018, the relevant Executive and the Bank / Group will enter into an agreement for an early



termination of the relevant employment contract ("Termination Agreement").

The Termination Agreement is prepared by the Legal Services after having consulted with the Group Human Resources, responsible for the review of the relevant performance appraisals. In parallel, the confirmation by the Group Internal Audit and Group Compliance that no internal special investigation is in progress or no issues have been identified concerning the specific Executive (disciplinary cases against the Bank / Group, violations of the Code of Conduct etc.) is required. Then, the approval process described in the table below ("Table of Approvals") is followed.

In case of pending investigations by the Group Internal Audit and/or Group Compliance at the time

of the termination arrangements, the Remuneration Committee may, in specific circumstances duly justified and documented, grant its permission for the execution of the Termination Agreement which will explicitly provide for the recovery of the severance amount in case the report on the investigation does not conclude in favor of the Executive.

The Bank shall be able to demonstrate to the competent authority the reasons for the severance payment, the appropriateness of the amount awarded and the criteria used to determine the amount, including that it is linked to the performance achieved over time and that it does not reward failure or misconduct.

TABLE OF APPROVALS

Category / Position	Proposal by	Approval by
CEO / Executive Director of the BoD	Remuneration Committee	Non-Executive Directors of the BoD
Executive General Manager / General Manager	Group Human Resources (after receiving the relevant confirmations)	CEO *

** Remuneration Committee is ex-post informed, at the first meeting following the Executive's termination date, of the execution of the Termination Agreement and its basic terms.*

