REMUNERATION POLICY

OF

CABKA N.V.

FOR THE MANAGING DIRECTORS AND SUPERVISORY DIRECTORS

VERSION 2022 – EFFECTIVE AS OF [●] 2022[1]

[1] **Note to draft:** effective date of this policy will be the date of closing of the intended transaction set out in the Business Combination Agreement dated 22 December 2021.

1. INTRODUCTION

Set forth below is the remuneration policy (the **Remuneration Policy**) of Cabka N.V. (the **Company**) as adopted by the general meeting of shareholders of the Company (the **General Meeting**) on [28 February] 2022. It describes the policies, structures, principles and elements of remuneration of (i) the managing directors of the Company (the **Managing Directors**) that together form the management board of the Company (the **Management Board**) and (ii) the supervisory directors of the Company (the **Supervisory Directors**) that together form the supervisory board of the Company (the **Supervisory Board**).

This Remuneration Policy is implemented in accordance with the following principles:

(a) The Remuneration Policy is designed taking into account the Company's vision, mission and values through incentives linked to growth of the Company providing for the resources to remain and expand as a leading integrated circular production company, recycling plastics from post-consumer and post-industrial waste into innovative reusable pallets- and large container solutions enhancing logistics chain sustainability.

(b) The Remuneration Policy enables the Managing Directors to participate in the Performance Share Unit Plan of the Company (**PSU Plan**), as approved by the General Meeting where vesting of the one-off awards is subject to continued engagement and the condition that the ordinary shares in the Company (the **Shares**) trade at or above certain share price levels.

(c) In addition, the Remuneration Policy provides the CEO of the Company with the one-off entitlement to additional Shares where vesting of the awards is subject to continued engagement and the condition that the Shares trade at or above certain share price levels (the **Performance Shares**). This one-off award is directly linked to the business combination (the **Transaction**) with a focus to retain the CEO and growth of the Company in order to make the Transaction a success.

(d) The PSU Plan and the entitlement to Performance Shares are linked to the growth and share value of the Company and accordingly to longer term value creation and sustainability of the Company.

(e) The Remuneration Policy aims to motivate and retain highly qualified individuals and reward them with a market competitive remuneration package aligned with the long-term business strategy of the Company. The Remuneration Policy fosters alignment of interests of the Managing Directors with its shareholders and other stakeholders.

(f) The total remuneration opportunity of the Managing Directors reflects the expected growth of the Company pursuant to its strategy.

This Remuneration Policy takes into account all applicable laws and regulations, such as, but not limited to, article 2:135a of the Dutch Civil Code, the Dutch Corporate Governance Code, the articles of association of the Company (the **Articles of Association**), the rules of the Supervisory Board as applicable from time to time and the rules of the Management Board, as applicable from time to time.

This Remuneration Policy will be evaluated within the coming years to ensure enhanced compliance with article 2:135a of the Dutch Civil Code and the Dutch Corporate Governance Code in line with the governance framework set out below.

All amounts mentioned in this Remuneration Policy are gross amounts.

2. GOVERNANCE OF THE REMUNERATION POLICY

2.1 Establishment of the Remuneration Policy

In line with the Articles of Association, this Remuneration Policy is adopted by the General Meeting on [28 February] 2022. Pursuant to the Articles of Association, the Supervisory Board is responsible for formulating a proposal of this Remuneration Policy. The Remuneration Policy will be presented to the General Meeting at least every four years.

2.2 Amendment of the Remuneration Policy

Any amendments to this Remuneration Policy are subject to adoption by the General Meeting, upon a proposal of the Supervisory Board.

All revisions of the Remuneration Policy shall be accompanied by a description and explanation of all significant changes, the decision-making process followed for its determination, review and implementation, measures to avoid or manage conflicts of interests and pay ratios. Next, the description shall also explain how it takes into account the votes and views of shareholders and other stakeholders of the Remuneration Policy since the most recent vote on the Remuneration Policy by the General Meeting.

When the General Meeting does not approve the proposed amendments to the Remuneration Policy, the Company shall continue to remunerate in accordance with the existing adopted Remuneration Policy and shall submit a revised policy for approval at the following General Meeting.

2.3 Operation of the Remuneration Policy

The remuneration of, and other agreements with, the Managing Directors are determined by the Supervisory Board, with due observance of the Remuneration Policy. In its annual remuneration report, the Supervisory Board will communicate clearly and transparently to the Company's stakeholders how this Remuneration Policy has been pursued.

The individual remuneration of Supervisory Directors is set by the General Meeting.

3. ELEMENTS OF THE REMUNERATION OF THE MANAGING DIRECTORS

3.1 Overview

Based on the Remuneration Policy, the remuneration of the Managing Directors consists of the following elements, which are discussed in more detail below:

1. annual base fee;
2. for the CEO only: Performance Shares;
3. for both Managing Directors: PSU Plan entitlement;
4. optional: non-compete compensation; and
5. other benefits.

The ratio between the fixed and variable pay, if any, for the Managing Directors will change when share price targets are met. The following overviews represent the pay mix based on percentages for both Managing Directors. As regards variable remuneration, this overview only includes the conditional award of performance share units under the PSU Plan. Given the one-off nature of the

Performance Shares that are awarded in the context of the Transaction, these entitlements are not included.

	Total maximum annual fixed pay	**Total variable pay***
CEO	EUR 425,000	EUR 1,571,383 - 1,857,089 (142,853 PSUs)
CFO	EUR 225,000	EUR 345,708 - 408,564 (31,428 PSUs)

** Based on the maximum amount of PSUs that can be awarded to the Managing Directors as further described below. Vesting of the PSUs is subject to certain share price thresholds. Value of the PSUs depends on the stock price, the range refers to a stock price of EUR 11 to EUR 13.*

When amending the Remuneration Policy, the Company will take into account the pay ratio within the organisation. The Company's internal pay ratio is calculated by dividing the average total Managing Directors' compensation by the average employee compensation. The average employee compensation is based on the total personnel cost (defined as salaries and wages, social security contributions and pension contributions) and the average number of FTE's excluding the Managing Directors.

3.2 Annual base fee

The annual maximum base fee of the Managing Directors will be set by the Supervisory Board on a level reflecting the responsibilities of the Managing Directors and is currently as follows:

	Total annual base fee
CEO	€ 425,000
CFO	€ 225,000

The total annual base fee of the Managing Directors consists of (i) the base fee as currently applicable under the German Contracts for the services / work they provide for Cabka Group GmbH, a subsidiary of the Company, and its groups companies and (ii) an additional base fee for the additional services / work they provide for the Company. The total annual base fee as included above has been defined as a maximum amount, which may be lower in practice, depending on the actual allocation of fees to the German Contract (as defined below) and the Dutch Contract (as defined below) respectively, and enables the Company to ensure that the net income to be received by the Managing Directors compared to the net income received immediately prior to completion of the Transaction shall not be affected by such allocation, provided at all times that (i) it will be ensured that the Company's EBITDA impact is as low as possible and (ii) the Supervisory Board is ultimately the relevant corporate body of the Company determining the actual annual fee of the Managing Directors.

Annually, the Supervisory Board may re-evaluate the base fee of the Managing Directors. Base fee levels will be reviewed, taking into account developments in the labour market and other factors, including potential changes in job sizes and the level of responsibility of both Managing Directors and fees paid by other companies of a similar size and complexity.

3.3 Performance shares

The CEO will be entitled to the Performance Shares subject to the performance conditions being met. The CEO will only be entitled to the Performance Shares if the close price of the Shares has reached the price levels on fifteen trading days within a thirty consecutive trading day period on Euronext Amsterdam as set out below:

Share price level	Performance Shares that vest
€16.00	150,000
€18.00	150,000
€20.00	150,000

All taxes related to the Performance Shares will be for the account of the CEO. This one-off award is directly linked to the Transaction with a focus to retain the CEO and the growth of the Company which is in line with the Company's strategy and benefits the long-term interests of the Company and therefore the sustainability. Furthermore, the Performance Shares will only vest if the CEO is still engaged by the Company at the date of vesting, i.e. the performance condition being met. In case of termination of the engagement with the Company as a result of death or dissability of the CEO or by the Company for a reason other than (i) a material breach of the Dutch Contract and/or German Contract by the CEO and/or (ii) serious culpable behaviour or omission of the CEO and/or (iii) urgent cause (*dringende reden*) or similar reasons under German law, including for good reason (*aus wichtigem Grund*), – and for the avoidance of doubt, other than as a result of expiry of the Dutch Contract by operation of law –, the Performance Shares may still vest during a one year period following the effective date of termination of the Dutch Contract, subject to the extent that the performance conditions are met during such one year period where any unvested part of the Performance Shares will lapse at the last day of such one year period.

Any Performance Shares to be delivered to the CEO are subject to a lock-up of one year starting at the closing date of the Transaction, irrespective of the date of acquisition of the Performance Shares, provided that the Supervisory Board may waive this lock-up restriction for sell-to-cover purposes.

3.4 PSU Plan

The Managing Directors will be entitled to participate in the PSU Plan as approved by the General Meeting. The below describes the main elements of the PSU Plan that will apply to the Managing Directors.

The PSU Plan allows Managing Directors to be granted a one-off award of performance share units (**PSU**) where each PSU covers (the value) of one Share that, if the conditions for vesting have been met, shall be settled by the delivery of a Share as further described in the PSU Plan. The PSU Plan is designed to encourage the Managing Directors (and other key employees) to acquire an economic and beneficial ownership interest in the growth and performance of the Company and to incentivize the Managing Directors to contribute to the Company's future success, thus enhancing the value of the Company for the benefit of its stakeholders, including the shareholders, and to retain such Managing Director for the Company.

The number of PSUs to be awarded to the Managing Directors is as follows: (i) 142.853for the CEO and (ii) 31,428 for the CFO.

Subject to the terms and conditions of the PSU Plan, vesting of the awarded PSUs will occur on different vesting dates subject to the performance condition being met in the following manner:

(i) one/third of the PSUs will vest over a period of three years (in three equal parts per year) after the day on which the close price of the Shares has reached at least €11.00 during fifteen trading days out of any thirty consecutive trading day period on Euronext Amsterdam;

(ii) one/third of the PSUs will vest over a period of three years (in three equal parts per year) after the day on which the close price of the Shares has reached at least €12.00 during fifteen trading days out of any thirty consecutive trading day period on Euronext Amsterdam; and

(iii) one/third of the PSUs will vest over a period of three years (in three equal parts per year) after the day on which the close price of the Shares has reached at least €13.00 during fifteen trading days out of any thirty consecutive trading day period on Euronext Amsterdam.

Vesting is, amongst others and in principle, subject to continued engagement of the Managing Director with the Company up to and including the relevant vesting dates. For leaver treatment, reference is made to the PSU Plan as adopted by the General Meeting. If the above price hurdles have not been reached within five years after the date on which the PSUs have been granted, the PSUs relating to these specific price hurdles which have not been met shall automatically lapse without any compensation being due to the Managing Directors.

In principle, vested PSUs will be settled by the Company within a given timeframe following vesting. With regard to the settlement of vested PSUs, an opt-in regime is included in the PSU Plan pursuant to which a Managing Director may have the possibility to postpone the settlement (subject to terms and conditions of the opt-in regime as determined by the Supervisory Board in accordance with the PSU Plan).

Any Shares to be delivered to the Managing Directors under the PSU Plan are subject to a lock-up of one year starting at the closing date of the Transaction, irrespective of the date of acquisition of the Shares, provided that the Supervisory Board may waive this lock-up restriction for sell-to-cover purposes. In addition, the Shares subject to the PSUs are subject to a five year holding period as of the date of the conditional award during which the Shares subject to such PSUs cannot be sold or transferred or otherwise, unless determined otherwise by the Supervisory Board in exceptional circumstances. All taxes related to the PSU Plan will be for the account of the Managing Directors.

This one-off award focusses on the retention of the Managing Directors and the growth of the Company which is in line with the Company's strategy and benefits the long-term interests of the Company and therefore the sustainability.

3.5 Other benefits

The Managing Directors are not entitled to pension or pension and other related benefits.

The Company or its affiliates may provide reimbursement for travel costs per kilometre and may also pay the premiums of a medical insurance of the Managing Directors. In addition, the Company may instead of the reimbursement of travel costs, provide a company car to the Managing Directors.

Apart from their remuneration, Managing Directors shall be reimbursed for all reasonable costs incurred in accordance with the Company's or its affiliates' expense policy. The Company will arrange for and pay a directors and officers (D&O) liability insurance for the Managing Directors.

The Managing Directors are entitled to an indemnity from the Company in accordance with the Articles of Association.

The Company or any of its affiliates will not provide any loans to the Managing Directors.

4. LEGACY ARRANGEMENTS

Prior to the effective date of this Remuneration Policy, the Managing Directors have been awarded entitlements under the Virtual Share Option Plan of Cabka Group GmbH (**VSOP awards**). As part of the settlement of the VSOP awards within the context of the Transaction, the Managing Directors will be compensated as follows at closing of the Transaction: (i) one/thirds of their VSOP awards will be settled in cash and (ii) two/thirds of the VSOP awards will be converted into an entitlement to receive Shares, provided that such entitlement may partially be converted into cash in order to facilitate wage tax obligations (up to the amount of such wage tax). As part of this settlement, the CEO will be indirectly entitled to an amount of EUR 1,250,064 gross plus 250,013 of Shares and the CFO will be indirectly entitled to an amount of EUR 137,509 gross plus 27,502 of Shares.

All Shares acquired as part of settlement of the VSOP awards will be subject to a one-year lock-up. In the event of a dismissal for (i) urgent cause (*dringende reden*) or similar reasons under German law, including for good reason (*aus wichtigem Grund*), and/or (ii) serious culpable behaviour or omission of the Managing Director on or prior to expiry of the lock-up period, a 20% penalty will apply on the Shares received as part of the settlement of the VSOP award by the Managing Director. If triggered, the relevant Managing Director must retransfer the Shares to the Company, against no consideration, 20% of the Shares awarded as part of the settlement (i.e. 20% of the number of Shares set out above, i.e. 20% of 250,013 Shares and 20% of 27,503 Shares, respectively, rounded to a full Share). All taxes related to the VSOP awards and settlement thereof will be for the account of the Managing Directors.

5. ADJUSTMENT TO VARIABLE REMUNERATION AND CLAWBACK

The Remuneration Policy is intended to provide for an attractive, market competitive remuneration package where sustainable performance is delivered. Reward for failure should in all cases be avoided. For the Managing Directors this means that the Supervisory Board has the discretionary authority to adjust actual pay-outs, if any, where the outcomes are not considered a fair representation of actual performance delivered, in line with article 2:135 of the Dutch Civil Code.

Furthermore, where pay-outs have been made based upon incorrect financial and other data, the Supervisory Board has the discretion to decide to claw-back any pay-outs made or shares delivered under the relevant schemes, if any, in line with article 2:135 of the Dutch Civil Code.

6. AGREEMENTS WITH THE MANAGING DIRECTORS

Both the CEO and CFO entered into a services agreement with Cabka Group GmbH (*Geschäftsfüher-Dienstvertrag*) governed by German law (the **German Contracts**). It is intended that these existing German Contracts will remain in place. The German Contracts are entered into for an indefinite period and can be terminated by taking into account a notice period of six months for the CEO or CFO, respectively, and twelve months for Cabka Group GmbH.

In addition, both Managing Directors have entered into a management agreement with the Company, which agreement shall be governed by Dutch law (the **Dutch Contracts**). The management agreements shall be entered into for a definite term and terminate by operation of law on (i) the date directly after the annual General Meeting in 2026, unless the Managing Director is reappointed as a director in accordance with the Articles of Association, in which case the term terminates by operation of law on the date directly after the annual General Meeting in 2030, unless determined otherwise by the General Meeting and (ii) the moment that the Management Board member is no longer a member of the management board of the Company. The Dutch Contracts are subject to the same notice periods as the German Contracts.

The Managing Directors do not have any contractual severance arrangements with the Company and/or Cabka Group GmbH.

An optional non-compete clause is included in the management agreement with the Company for the benefit of the Company. If and to the extent the Company invokes such non-compete clause, the Managing Director shall, for each month such non-compete is in force, be entitled to receive a compensation amount equal to the monthly base fee applicable at such time.

If a Managing Director is no longer a member of the management board of the Company, the relevant German Contract will also terminate, taking into account, to the extent required, the applicable notice periods (or payment in lieu of notice), unless explicitly agreed otherwise between the Managing Director and the relevant corporate body of the Company. In case of termination of the German Contract, the Dutch Contract will also terminate, unless explicitly agreed otherwise between the Managing Director and the relevant corporate body of the Company.

7. REMUNERATION OF THE SUPERVISORY DIRECTORS

The individual remuneration of the Supervisory Directors is determined by the General Meeting.[2] The remuneration for Supervisory Directors is set at a level which is considered appropriate to attract individuals with the necessary experience and ability to make an important contribution to the Company's group's affairs. The remuneration is set taking into account the level of responsibility of each Supervisory Director and fees paid by other companies of a similar size and complexity.

The fixed compensation for the chair of the Supervisory Board, has been set at €40,000 per year. The other Supervisory Directors will receive a fixed compensation of €30,000 per year. The Supervisory Directors will receive an additional €3,000 in case of membership of the Audit Committee and €3,000 in case of membership of the Remuneration and nomination committee, if any. In addition, each Supervisory Director will receive an additional €2,500 per year for compensation of daily and travel expenses.

Supervisory Directors will not receive any variable remuneration such as PSU awards under the PSU Plan or the grant Performance Shares. The remuneration of the Supervisory Board may not be made dependent on the Company's results such as profit.

The Company will arrange for and pay a directors and officers (D&O) liability insurance for the Supervisory Directors. The Supervisory Directors are entitled to an indemnity from the Company in accordance with the Articles of Association.

The Company will not provide any loans to the Supervisory Directors.

8. AGREEMENTS WITH THE SUPERVISORY DIRECTORS

Each Supervisory Director entered into a management agreement with the Company. Such agreement shall terminate by operation of law, without notice being required, on the earlier of: (i) four years as of the date of their appointment; or (ii) the moment the Supervisory Director's membership of the Supervisory Board terminates for whatever reason. The agreements shall be

[2] Although outside of the scope of this Remuneration Policy, one of the current Supervisory Directors, Mr Gat Ramon, is – through his consultancy company – entitled to (i) an annual compensation of €500,000 under an existing arrangement of a separate consultancy agreement and (ii) Performance Shares, which are both not linked to his position as Supervisory Director.

governed by Dutch law and the Supervisory Directors shall not have any severance arrangements with the Company.