

Additional information on key elements of the proposed LTIP in the form of a stock option plan 2019 for Solutions 30 SE

This document provides additional information on selected and specific aspects of the proposed LTIP in the form of a stock option plan 2019 and addresses the topics raised by a proxy advisory firm. It should be read in conjunction with all other applicable documentation provided on the Company's website at <https://www.solutions30.com/investor-relations/general-meeting/>

1. Definitions

- 1.1. **Affiliate** means any entity in which the Company has a share ownership interest of fifty (50) percent or more;
- 1.2. **Change of Control Date** means the date upon which a change of Control is completed;
- 1.3. **Company** means Solutions 30 SE with registered office located at 3 rue de la Reine, L-2418 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 179.097;
- 1.4. **Control** means (i) the acquisition of Shares of the Company pursuant to a tender offer, exchange offer, merger, consolidation, dissolution, recapitalization, refinancing or under any other circumstances that would result, directly or indirectly, in a person or group of persons acting in concert holding more than 50% of the voting rights of the Company, or (ii) the sale, lease, transfer, conveyance or other disposition, in a single transaction or in a related series of transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any other person (or group of persons acting in concert).
- 1.5. **Eligible Employee** means an employee, officers or executive officers (including members of the Group Management Board) of the Company or any of its Affiliate;
- 1.6. **Disability or Disabled** means qualifying for benefits under a long term disability pay plan under applicable law, or as determined by the Nomination and Remuneration Committee, or the case may be, by the Group Management Board;
- 1.7. **Group** means the Company and its Subsidiaries and the phrase "Group Company" shall be construed accordingly;
- 1.8. **Group Management Board** means the corporate body of the Company elected by the Supervisory Board, which is entrusted with the management and general affairs of the Option means a right to purchase a specified number of Shares at the Option Exercise Price;
- 1.9. **LTIP** means the present long term incentive plan;
- 1.10 **New LTIP** means the new long term incentive plan to be implemented in case of change of Control of the Company;
- 1.11 **Nominations and Remunerations Committee** means one of the standing committees of the Supervisory Board, which main purpose is assisting the Supervisory Board with supervising and monitoring the Group Management Board by overseeing, advising and preparing decisions on the following specific matters: (i) Company's remunerations strategy for the members of the Group Management Board and Supervisory Board; (ii) administration

- of stock-based compensation plans; (iii) composition of the Supervisory Board ; and (iv) corporate governance matters;
- 1.12 **Option Certificate** means the option certificate in the form agreed by the Nominations and Remunerations Committee, or as the case may be, by the Group Management Board from time to time;
- 1.13 **Option Exercise Price** means the price at which a Share may be purchased by a Participant pursuant to an Option;
- 1.14 **Option Holder** means an Eligible Employee who has been granted and remains entitled to an Option or (where the context admits) his legal personal representative(s);
- 1.15 **Participant** means an Eligible Employee who is an employee (including a member of the Group Management Board or an officer) of the Company or any of its Affiliates and who has been selected by the Nominations and Remunerations Committee as far as Group Management Board members are concerned and by the Group Management Board for any other employees including officers, in its sole discretion, to receive an Option or who has outstanding an Option granted under the LTIP, or where the context so requires, a former Eligible Employee or any person becoming entitled to any such Option in consequence of the death of the original Participant.
- 1.16 **Retirement** means strictly for purpose of this LTIP, retirement at age 65, or otherwise with the consent of the Nominations and Remunerations Committee, or as the case may be the Group Management Board;
- 1.17 **Share** means the instrument issued by the Company and representing the share capital of the Company, which is, was, or will be fully paid on issue;
- 1.18 **Subsidiary** means a company which is under Control of another company;
- 1.19 **Supervisory Board** means the corporate body of the Company composed of at least three members elected by the shareholders, which main role is the permanent supervision of the management of the company.

2. Termination of Options

Options which are not and do not become exercisable at the time of the Participant's termination of employment shall, coincident therewith, terminate and be of no force or effect.

Options which are exercisable at the time of termination of employment continue to be exercisable until terminated as described below.

Except as otherwise provided under the terms of an Option, the Options, which become exercisable shall terminate and be of no force or effect as follows:

- 2.1. If the Participant's employment terminates during the term of an Option by reason of death, Disability, or Retirement, the Option terminates and has no force or effect upon the earlier of (a) one (1) year after the date of termination, or (b) the expiration of the term of the Option (10 years).
- 2.2. If the Participant's employment terminates during the term of an Option for any other reason, the Option terminates and has no force or effect upon the earlier of (a) three (3) months after the date of termination, or (b) the expiration of the term of the Option (10 years)

- 2.3. If the Participant continues in the employ of the Company or an Affiliate through the term of an Option, the Option terminates and has no force or effect upon the expiration of its term (10 years).

3. Change of Control

If any person obtains Control of the Company as a result of making an offer (whether a general offer or not) to acquire the whole of the issued share capital of the Company (other than that which is already owned by him) which is unconditional or which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; the following provisions shall apply:

- 3.1. The Supervisory Board and/or the Group Management Board, as the case may be, shall notify all Option Holders as soon as is practicable of the offer;
- 3.2. Within three (3) months as of the Change of Control Date, the Company shall notify to all Participants the terms and conditions of a New LTIP to be implemented, if any; which shall enable the existing Participants to decide whether to exchange their Options against new options from the New LTIP at their discretion, or (ii) to keep their Options under the LTIP;
- 3.3. In the absence of any New LTIP presented by the Company, the existing Options shall vest automatically and the Participants shall be entitled to exercise their Options accordingly at their entire discretion;
- 3.4. In any circumstances, in case of termination of employment of an existing Participant with severance, Options granted during the life of the LTIP or the New LTIP shall vest automatically.

4 TSR performance measure

Performance Metrics for members of the Group Management Board (**GMB**): Members of the GMB will have options granted only provisionally, and a final award will depend on the percentage of performance achieved during the three-year performance period. The performance criteria include a relative total shareholder return (**TSR**) measure, as presented in the documentation for the LTIP (*'Summary of key elements of proposed LTIP'*, available on the Company's website).

From that document:

Members of the GMB will have options granted only provisionally, and a final award will depend on the percentage of performance achieved during the three-year performance period. The performance criteria are set as follows:

[...]

(4) For 25% of the stock options granted, on the rate on an objective of relative shareholder return set by the Supervisory Board, defined as the annual growth rate of an investment in Solutions 30 shares, reinvested dividends, for fiscal years 2019, 2020 and 2021, compared to a reference index made up of nine Eurozone listed companies deemed comparable. At the objective set, the grant is 100%, then decreases on a straight line to 50% if the performance is equal to the index. The objective targets a significant outperformance of the index. No grant will be awarded under this criteria for a performance below the index performance.

In the interest of transparency, the following additional information is disclosed:

- 1) The rate of achievement will be 0% if the Company's TSR is lower than the average of the peer group TSR (reference index), 50% if it is equal to the average of peer group TSR (reference index) and 100% if it is at least 4% higher than the average of the peer group TSR (reference index) on the basis of a straight-line change. Any grant for a performance lower than the average of the peer group TSR (reference index) is impossible under this performance measure.
- 2) The peer group companies were deemed comparable as the Company believes they could be considered an alternative investment. The peer group companies making up the reference index for the TSR measure are:
 - Instalco AB
 - Spie SA
 - Alten SA
 - Global Dominion SA
 - Teleperformance SE
 - Groupe Open SA
 - Devoteam SA
 - Quadiant SA
 - Elis SA