

The background is a solid blue color with two white curved lines. One line starts at the top left and curves towards the center. The other line starts at the bottom right and curves towards the center, creating a sense of depth and movement.

REMUNERATION POLICY

2026-2029

PREAMBLE

Gedeon Richter Plc. (the “Company”) establishes this Remuneration Policy in accordance with the applicable Hungarian and European Union legislation, including Act LXVII of 2019 on the Encouragement of Long-term Shareholder Engagement and Directive (EU) 2017/828 of the European Parliament and of the Council of 17 May 2017 amending Directive 2007/36/EC as regards the encouragement of long-term shareholder engagement, and with consideration of prevailing European corporate governance standards.

The purpose of the Remuneration Policy is to ensure a transparent, predictable and shareholder-aligned remuneration framework that supports the Company’s long-term value creation, sustainable growth and innovation-driven strategy. The Policy is designed to attract, motivate and retain highly qualified Directors, while ensuring that remuneration outcomes are closely linked to the Company’s business performance, strategic priorities and the long-term interests of shareholders.

The Remuneration Policy promotes responsible and effective risk management, discourages the assumption of risks beyond the Company’s risk appetite, and ensures compliance with the expectations of institutional investors and international proxy advisors. The structure of fixed and variable remuneration elements is intended to create a balanced pay-for-performance model, encourage sustained performance, and align the interests of Directors with those of the Company’s shareholders and wider stakeholders, including employees, patients and partners.

The Company is committed to maintaining a remuneration system that:

- reflects the Company’s innovation-focused business model and long-term strategic goals;
- strengthens performance-driven culture across leadership;
- incorporates financial and operational objectives in line with European best practice;
- promotes sustainable financial performance and responsible cost management;
- avoids incentives that could encourage excessive or inappropriate risk-taking;
- ensures robust governance, transparency and accountability in decision-making; and
- supports the Company’s competitiveness in the international pharmaceutical market.

This Remuneration Policy applies to all Directors as defined herein and shall serve as the basis for determining their remuneration during the period of its validity. The Policy shall be reviewed regularly - at least once every four years - to ensure continued alignment with the Company’s strategic objectives, market practice, regulatory developments, and stakeholder expectations.

I. PERSONAL SCOPE OF THE REMUNERATION POLICY

1.1. Members of the Board of Directors, the Supervisory Board, as well as the chief executive officer and the deputy chief executive officer(s) (hereinafter: Directors) fall within the personal scope of the Remuneration Policy.

1.2. Regarding the Board of Directors: The Company’s Remuneration Policy distinguishes persons who are employed by the Company as Directors to perform the tasks associated with their job, and in consideration of their status as employees they receive separate remuneration (salary and other benefits) in addition to, or in the absence of, their remuneration as members of the Board of Directors.

1.3. Regarding the Supervisory Board: The Company’s Remuneration Policy distinguishes persons who are employed by the Company between their status as employees and their role as Employee Representatives of the Supervisory Board, however this Policy regulates only the remuneration granted specifically in connection with their Supervisory Board membership.

II. GENERAL REMUNERATION CONCEPT

The Company's remuneration framework is designed to ensure transparent, predictable and performance-driven remuneration for all Directors falling within the scope of this Policy. The objective is to support the Company's long-term strategy, innovation-focused business model and sustainable value creation while maintaining competitiveness in both the domestic and international pharmaceutical labour markets.

The remuneration system aims to:

1. Align remuneration with the Company's long-term interests and strategy:

Remuneration structures are designed to reinforce the achievement of strategic priorities, sustainable financial performance, and value creation for shareholders and other stakeholders. Remuneration outcomes reflect the Company's commitment to innovation, operational excellence and long-term business growth.

2. Promote a strong pay-for-performance culture:

A balanced mix of fixed and variable remuneration elements ensures that a significant portion of total remuneration is linked to measurable and objectively verifiable financial, operational and strategic performance indicators. Remuneration outcomes are determined based on transparent criteria, ensuring a clear link between results and reward.

3. Ensure responsible and effective risk management:

The remuneration system discourages excessive risk-taking and ensures that incentives remain consistent with the Company's risk appetite. Variable remuneration components are structured to support prudent decision-making, long-term value preservation, sustainable performance and responsible cost management.

4. Maintain internal fairness and external competitiveness:

Remuneration levels are benchmarked against relevant European and domestic peers in the pharmaceutical and comparable industries, while ensuring internal equity and consistency.

5. Ensure compliance, transparency and alignment with governance expectations:

The remuneration framework complies with applicable legislation, regulatory requirements and recognized corporate governance standards, including expectations of institutional investors and proxy advisors. All remuneration components within the Policy are clearly defined, with their purpose, structure and maximum opportunities specified to ensure predictability and transparency.

Through these principles, the Remuneration Policy seeks to reinforce leadership accountability, foster sustainable high performance, strengthen the Company's long-term financial stability and safeguard stakeholder interests.

III. COMPOSITION OF THE BOARD OF DIRECTORS, COMMITTEE RESPONSIBILITIES AND REMUNERATION GOVERNANCE

3.1. In an international comparison, two principal models of corporate governance have evolved for joint-stock companies. In Anglo-Saxon legal systems, management and shareholder oversight are exercised by a single governing body (one-tier system). By contrast, in continental European legal systems, management and strategic operation are performed by a governing body, while shareholder oversight is carried out by a separate, independent corporate body—the supervisory board (two-tier system).

Hungarian company law allows the shareholders of publicly listed companies to choose between these two models; however, the statutory default is the two-tier governance structure. Accordingly, unless the Articles of Association provide otherwise, companies operate with a separate governing body and a separate supervisory body.

The Articles of Association of Richter Gedeon Plc. follow the statutory default model under Hungarian law and provide that the Board of Directors and the Supervisory Board operate as two distinct bodies with separate functions thus ensuring a clear separation between management and oversight.

3.2. The Board of Directors is responsible for overall governance and strategic operation of the Company, while day-to-day operations are carried out by the CEO and the functional executive managers. It shall represent the Company vis-à-vis third parties, in court and before other authorities. The Board of Directors shall develop and control the Company's operation and shall exercise employer's rights over the Chief Executive Officer. The Board of Directors is competent to take all decisions necessary for the management of the Company which are not the exclusive competence of the General Meeting or any other corporate body by law or the Statutes.

An executive member of the Board of Directors is a person who has an employment relationship with the Company or with a company that is a subsidiary of the Richter Group. Henceforth, the non-executive members of the Board of Directors are collectively referred to as „non-executive members”. The Board of Directors and the Supervisory Board of the Company must have a majority of independent non-executive members at collegiate level in each body.

In order to avoid any conflict of interest among the members of the Board of Directors and the Supervisory Board, a comprehensive set of conflict of interest rules is included in our Statutes, in accordance with national legislation and taking into account international best practices.

In 2024, the Company's Board of Directors adopted the Guideline on the independence and composition of the Board of Directors and the Supervisory Board of Richter Gedeon Nyrt. – in line with the Commission of the European Communities Recommendation 15 February 2005 on the role of non-executive or supervisory directors of listed companies and on the committees of the (supervisory) board - which took effect from January 15, 2025. As an internal regulation, the Guideline establishes certain additional requirements for holding mandates as members of the Board of Directors and the Supervisory Board beyond the applicable legal provisions and the Statutes of the Company. According to this Guideline, the non-executive member of the Board of Directors and Supervisory Board may be re-elected twice and for a maximum term of 12 years (including previous such mandates), without compromising his or her independence. In the event of re-election for more than two occasions, the non-executive member concerned shall increase the proportion of non-independent members of the relevant body the term and the number of elections on the Board of Directors and Supervisory Board shall be calculated total by adding each term together.

These requirements align with qualification standards that consider international practices.

3.3. The Board of Directors operates the following committees:

Corporate Governance and Nomination Committee:

- makes proposals to the Board of Directors on the number and composition of the Board of Directors and the Supervisory Board in accordance with needs as they arise, and makes proposals on the requirements of independence, qualification and professional experience of proposed candidates;
- prepares decisions of the Board of Directors on candidates for the Board of Directors and the Supervisory Board by recommending suitable candidates and by evaluating candidates proposed by the shareholders' representatives;
- monitors the implementation of the approved principles of corporate governance, prepares annual reports to the Board of Directors, and proposes necessary changes and additions to them.

Remuneration Committee:

- is composed exclusively of non-executive members of the Board of Directors. Executive directors, members of management, employees of the Company or any of its subsidiaries, and any individual with operational responsibilities shall not serve on the Remuneration Committee. The Chair of the Remuneration Committee is an independent non-executive member of the Board of Directors. This composition ensures that the Committee operates without conflicts of interest and with a level of independence consistent with the expectations of leading proxy advisory firms and leading global investors;
- assesses the alignment of remuneration outcomes with performance, strategic objectives, and long-term shareholder interests;
- ensures that remuneration structures comply with applicable legislation, governance requirements, and best practice, including risk-management considerations, transparency, and pay-for-performance principles;
- oversees the fairness, proportionality and market alignment of executive remuneration;
- evaluates experiences related to the remuneration system of members of the Board of Directors, the Supervisory Board and the Audit Board, and makes proposals as to its amendment taking into consideration the relevant effective legal regulations;
- makes proposals to the Board on the evaluation of the performance of the Chief Executive Officer and his remuneration;
- gives an opinion on the Company's Remuneration policy and its amendments, before it is discussed by the Board of Directors;
- provides an opinion on the Company's Remuneration report, before it is discussed by the Board of Directors.

ESG Committee:

- monitors on an ongoing basis the ESG requirements set by domestic and international capital markets, and their changes;
- makes proposals to the Board of Directors to ensure the Company's compliance with ESG requirements, taking into account the Company's industrial and organisational specificities and investor feedbacks;
- provides an opinion on the sustainability report, and other ESG related reports.

3.4. Remuneration governance at the Company is structured as follows:

The Remuneration Committee submits its proposal to the Board of Directors for approval. Once the Board of Directors has approved the submission of the proposal, it is forwarded to the Supervisory Board, which reviews and oversees the recommendation. Following the Supervisory Board's examination, the proposal is submitted to the Annual General Meeting for an advisory shareholder vote. This process ensures that all remuneration rules, processes and decisions are scrutinized by the independent Supervisory Board before they may be presented to shareholders at the Annual General Meeting.



IV. REMUNERATION OF NON-EXECUTIVE DIRECTOR MEMBERS OF THE BOARD OF DIRECTORS

4.1. All non-executive members of the Board of Directors receive fixed monthly gross remuneration for serving on the Board. The fixed remuneration (honorarium) is paid to the non-executive members of the Board of Directors monthly in arrears, by the 15th day of the month following the month in question.

4.2. The members of the committees established by the Board of Directors shall receive, in addition to the fixed monthly honorarium, an additional gross fee based on meetings¹ attended, set at the same level for each committee meeting (hereinafter referred to as the “meeting fee”). The meeting fees payable to committee members for the year in question shall be calculated on the basis of the committee statistics (number of committee meetings, names of committee members present per meeting) prepared by the Secretary of the Board of Directors for the year in question and paid in a lump sum by 31 January of the calendar year following the calendar year in question.

4.3. The non-executive members of the Board of Directors shall receive, in addition to the fixed monthly remuneration and the so-called meeting fee, a fixed number of Richter ordinary shares (hereinafter referred to as “share remuneration”). The share remuneration is paid subsequently, within 30 days of the annual general meeting closing the business year in question, by crediting the shares to the securities account of the members of the Board of Directors. The annual share-based remuneration should amount to 1,500 shares per member, which is also considered as the cap of this remuneration element. The shares granted are subject to a two-year holding obligation (prohibition of alienation).

4.4. Non-executive members of the Board of Directors, including the chairman, are awarded equal numbers of shares.

¹ A meeting shall be a meeting formally convened by the Chairperson of the body by means of a written invitation containing a predetermined agenda, held in the presence of the members simultaneously in person or by video conference or by any other appropriate means of electronic communication which permits the identification of, and the mutual, continuous and direct communication between, the members and the invitees, without any restrictions, and of which a certified record of proceedings has been drawn up, signed at least by the Chairperson of the body.

4.5. The share remuneration is a net benefit granted by the Company. The Company will ensure that the tax(es), contribution(s) and any other public charges payable by non-executive members of the Board of Directors in connection with the acquisition of the shares awarded are paid in accordance with the legislation effective at the time. The Company's coverage of the payment of taxes and contributions (in the form of a cash benefit) does not extend to the payment of any additional tax(es) or costs (e.g., dividend and profit tax) incurred by non-executive members of the Board of Directors arising upon exercising the rights attached to the shares granted or in connection with the disposal of the shares granted. Accordingly, the share remuneration as incentive includes an additional cash benefit to non-executive members of the Board of Directors which equals the gross amount of the tax(es) and contribution(s) payable by the Board members in connection with the acquisition of the shares, based on the legislation effective at the time. The cash benefit related to the share remuneration is paid within 30 days of the annual general meeting closing the business year in question.

4.6. The Board of Directors shall submit to the Annual General Meeting the proposal for the resolution on the amount of monthly honorarium and the meeting fee as well as the rate of the share remuneration due for the current business year after familiarising with and deliberating the proposal of the Remuneration Committee, taking into consideration the Company's financial performance, the average base salary increase planned for employees in the given business year, and the practices of domestic blue chip companies and European mid-sized pharmaceutical companies.

4.7. Unless otherwise decided by the Annual General Meeting based on the submission of the Board of Directors submitted after familiarising with and deliberating the proposal of the Remuneration Committee or on a motion submitted by a shareholder, the monthly honorarium and the meeting fee shall be adjusted (indexed) annually at the same rate as the average base salary increase implemented by the Company for its employees in the current business year. Indexation proposal shall be the right and duty of the Board of Directors. The indexation must be carried out within 30 days of the Annual General Meeting closing the business year, backdated to 1 January of the year in question.

4.8. The monthly remuneration of the chairman and the deputy chairman of the Board of Directors shall be higher than that of the members of the Board of Directors.

4.9. The Company provides the Chairman of the Board of Directors with a chauffeur and the use of a car in addition to the benefits set out in points 4.1.- 4.5.

4.10. The Lifetime Honorary Chairman of the Board of Directors is entitled to the following benefits:

- the use of an appropriate office and secretariat provided and maintained by the Company at the Company's headquarters, Company-provided driver and Company-provided car;
- reimbursement of expenses for professional trips; and
- during his term of office as a member of the Board of Directors, a monthly honorarium and a monthly share remuneration equal to the monthly honorarium and share remuneration of the Chairman of the Board of Directors.

4.11. Non-executive members of the Board of Directors discharge their duties under an agency agreement. The legal relationship of the members of the Board of Directors to the Company shall cover the fixed term set out in the AGM resolution on their appointment. The legal relationship as members of the Board of Directors is created upon acceptance of the appointment. Termination of the legal relationship, including specifically the cases and conditions for termination, are governed by the provisions of the Civil Code (Act V of 2013). After the termination of their legal relationship as members of the Board of Directors, the former members of the Board of Directors shall not be entitled to any payment in regard of their former membership, except for the fixed honorarium for the last month of their term of office or, in the case of a fraction of a month, for the pro-rata share of the month, the meeting fees payable in arrears by separate settlement in connection with committee membership, and the pro-rata share of the share remuneration for the calendar year in question. Given the nature of the legal relationship, serving on the Board of Directors in itself shall not entitle the member to pension, supplementary pension or early retirement benefit paid by the Company or any of its subsidiaries.

V. REMUNERATION OF MEMBERS OF THE SUPERVISORY BOARD

5.1. Members of the Supervisory Board receive a fixed gross monthly remuneration for serving on the Supervisory Board. The fixed remuneration (honorarium) is paid to the members of the Supervisory Board monthly in arrears, by the 15th day of the month following the month in question.

5.2. In addition to the fixed monthly honorarium, the Chairman of the Supervisory Board shall be entitled to additional remuneration based on Board of Directors' meetings² attended by her/him (hereinafter referred to as „meeting fee“).

5.3. A three-member Audit Board operates at the Company, the members of which are chosen from among the legally independent members of the Supervisory Board by the General Meeting. The Audit Board is responsible for overseeing the Company's internal accounting procedures. Those members of the Supervisory Board who also serve on the Audit Board shall receive additional remuneration (meeting fee) with respect to their membership of the Audit Board based on meetings³ attended, set at the same level for each meeting.

5.4. The meeting fees payable to the Chairman of the Supervisory Board and the members of the Audit Board respectively under Sections 5.2. and 5.3. for the year in question shall be calculated on the basis of the statistics (in respect of the Chairman of the Supervisory Board, the number of meetings of the Board of Directors attended by the Chairman of the Supervisory Board, and in respect of the members of the Audit Board, the number of Audit Board meetings, names and number of members of the Audit Board present per meetings) prepared by the Secretary of the Board of Directors for the year in question and paid in a lump sum by 31 January of the calendar year following the calendar year in question.

5.5. Members of the Supervisory Board shall receive no remuneration that comprises variable components or performance-based remuneration, excluding the meeting fees for the Chairman of the Supervisory Board and the members of the Audit Board in connection with their office.

5.6. The Board of Directors shall submit to the Annual General Meeting the proposal for the resolution on the amount of monthly honorarium as well as the meeting fee due to the Chairman of the Supervisory Board and the members of the Audit Board after familiarising with and deliberating the proposal of the Remuneration Committee, taking into consideration the Company's financial performance, the average base salary increase planned for employees in the given business year, and the practices of domestic blue chip companies and European mid-sized pharmaceutical companies.

5.7. Unless otherwise decided by the Annual General Meeting based on the submission of the Board of Directors submitted after familiarising with and deliberating the proposal of the Remuneration Committee or on a motion submitted by a shareholder, the honorarium of the members of the Supervisory Board and the meeting fee of the Chairman of the Supervisory Board and the members of the Audit Board shall be adjusted (indexed) annually at the same rate as the average base salary increase implemented by the Company for its employees in the current business year. Indexation shall be the right and duty of the Board of Directors. The indexation must be carried out within 30 days of the Annual General Meeting closing the business year, backdated to 1 January of the year in question.

² A meeting shall be a meeting formally convened by the Chairperson of the body by means of a written invitation containing a predetermined agenda, held in the presence of the members simultaneously in person or by video conference or by any other appropriate means of electronic communication which permits the identification of, and the mutual, continuous and direct communication between, the members and the invitees, without any restrictions, and of which a certified record of proceedings has been drawn up, signed at least by the Chairperson of the body.

³ A meeting shall be a meeting formally convened by the Chairperson of the body by means of a written invitation containing a predetermined agenda, held in the presence of the members simultaneously in person or by video conference or by any other appropriate means of electronic communication which permits the identification of, and the mutual, continuous and direct communication between, the members and the invitees, without any restrictions, and of which a certified record of proceedings has been drawn up, signed at least by the Chairperson of the body.

5.8. The monthly remuneration of the Chairman of the Supervisory Board shall be higher than that of the members of the Supervisory Board.

5.9. Members of the Supervisory Boards discharge their duties under an agency agreement. The legal relationship of the members of the Supervisory Board to the Company shall cover the fixed term set out in the AGM resolution on their appointment. The legal relationship as members of the Supervisory Board is created upon acceptance of the appointment. Termination of the legal relationship, including specifically the cases and conditions for termination, are governed by the provisions of the Civil Code (Act V of 2013). After the termination of their legal relationship as members of the Supervisory Board, the former Supervisory Board (Audit Board) members shall not be entitled to any payment in regard of their former membership, except for the fixed honorarium for the last month of their term of office or, in the case of a fraction of a month, for the pro-rata share of the month, and, in the case of the Chairman of the Supervisory Board and the members of the Audit Board, the meeting fee payable to them by separate settlement. Given the nature of the legal relationship, serving on the Supervisory Board in itself shall not entitle the member to pension, supplementary pension or early retirement benefit paid by the Company or any of its subsidiaries.

5.10. The Remuneration Policy does not cover the remuneration of the employee representatives on the Supervisory Board resulting from their employment relationship with the Company (determination, description of the principles, components, amount, etc. of remuneration), given that pursuant to the provisions of Act LXVII of 2019 on the encouragement of long-term shareholder engagement and the amendment of certain laws for the purpose of legal harmonization, their Supervisory Board membership qualifies them as Directors.

VI. ELEMENTS OF THE REMUNERATION OF DIRECTORS EMPLOYED BY THE COMPANY

Remuneration based on employment may include the following fixed, variable, and other elements:

Fixed elements of remuneration (i.e. components not dependent on performance):

- Base salary
- Fringe benefits
 - Employees' Cafeteria benefits
 - Company car and fuel card
 - Life and accident insurance
 - Health insurance and comprehensive health screening
 - Other fringe benefits, e.g. school-start subsidy, Christmas gift package
- Remuneration from subsidiaries
- Contribution to voluntary pension scheme

Variable elements of remuneration (i.e. elements dependent on performance):

- Short-term incentive (STI) with performance measurement period of 1 year
 - Bonus
- Middle-term incentive (MTI) with performance measurement period of 2 years
 - 2 years Employee Participation Program (EPP)
- Long-term incentive (LTI) with performance measurement period of 5 years
 - 5 years Employee Participation Program (EPP)
- Extraordinary items

6.1. Fixed elements not related to performance

Base salary:

The base salary is fixed remuneration reflecting mainly the strategic importance and complexity of the role, responsibility and experience of the Director within the organisation. The purpose of the base salary is to ensure the Company's ability to attract and retain highly qualified executives in a competitive international pharmaceutical market, while maintaining internal fairness and alignment with the Company's organisational structure.

Principles for setting and reviewing base salary levels:

- **Market competitiveness:** The Company aims to position base salaries at a level that supports retention while remaining aligned with market practice.

Base salary levels are also benchmarked annually against compensation data from reputable, internationally recognised market surveys (e.g. Korn Ferry, Willis Towers Watson), focusing on comparable positions within Hungarian blue chip and large listed companies, European mid-sized pharmaceutical companies, and internationally relevant industry peers. Gedeon Richter does not follow market benchmarks mechanically, but it considers benchmark data from both national and international companies with comparable management responsibilities.

- **Internal equity:** Base salary levels are aligned with the Company's job evaluation methodology (Korn Ferry) and the internal job classification system. Positions of similar complexity, responsibility and strategic importance receive proportionate remuneration to ensure fairness and consistency across the organisation.

Annual review process:

Base salary levels are reviewed annually, taking into account:

- company performance and financial results,
- internationally recognised market survey benchmarks and general salary increase trends in the labour market,
- internal wage developments and collective agreement commitments,
- inflationary environment and cost-of-labour indicators.

Governance and decision-making:

- The base salary of the Chief Executive Officer is determined and reviewed by the Board of Directors, with regard to the fact that employer's rights over the Chief Executive Officer are exercised by the Company's Board of Directors, taking into account the recommendation of the Remuneration Committee.
- The base salary of other Directors employed by the Company is determined by the Chief Executive Officer in line with the Company's remuneration policies and annual compensation review processes.

Minimum and maximum of the monthly gross base salary of Directors:

To ensure predictability and transparency for shareholders, and in line with investor expectations, the Company defines a minimum and maximum range for the base salary of Directors. These ranges do **not** represent target salary levels, nor do they imply any intention to increase salaries to the upper end of the range. Instead, they serve as a technical framework that allows the Company to implement responsible yearly salary adjustments — including Company's average increase based on inflation— over the four-year validity period of this Policy, without requiring amendments to the Policy itself.

These ranges reflect:

- the required level of experience and leadership responsibility,
- market-competitive pay positioning (Korn Ferry job evaluation results),
- job classification, and
- the constraints of responsible and sustainable remuneration practices.

Such ranges function as a clear framework for remuneration decisions without predetermining individual outcomes, ensuring flexibility within a transparent governance structure.

	Minimum (HUF)	Maximum (HUF)
CEO	4,500,000.00	15,000,000.00
CFO	2,000,000.00	10,500,000.00

The minimum and maximum values reflect the relative complexity, strategic importance and leadership responsibilities associated with the CEO and CFO positions. This ensures equal treatment for positions of similar responsibility and maintains proportionality within the organisation.

While the salary ranges act as an upper and lower boundary, they preserve flexibility to adjust individual base salaries based on:

- sustained performance and leadership contribution,
- changes in job scope or responsibilities,
- overall Company performance, market trends and inflation, and
- internal compensation developments.

This approach ensures a stable, predictable and transparent remuneration framework for the four-year duration of the Policy, while preventing the need for ad hoc modifications solely due to market or inflationary changes.

Fringe benefits:

Employees' Cafeteria benefits:

Under the Company's current Cafeteria Policy, Directors are entitled to receive the Cafeteria allowance according to the same principles and rules as all employees.

Company vehicle and fuel card:

The company vehicle and fuel card may be provided in accordance with the Company's Vehicle Use Regulations.

Life and accident insurance:

The persons concerned may be provided extensive life and health insurance according to the same principles and rules as those pertaining to every employee.

Corporate health insurance including complex health screening:

The persons concerned may have recourse to private health care services offered by a health service provider contracted by the Company according to the same principles and rules as those pertaining to every employee, and after the expiry of their trial period they may participate in the Company's complex screening program aimed at health maintenance and health awareness and early detection of diseases.

Other fringe benefits:

Directors may benefit from the Company's extensive fringe benefits scheme (e.g. school-start allowance, Christmas gift package) in accordance with the rules in force at the time.

Remuneration from subsidiaries:

If a person concerned is an executive or a board member at a subsidiary of the Company, they may be entitled to remuneration for no more than three such positions.

Contribution to voluntary pension scheme:

The persons concerned may be extended the contribution to a voluntary pension scheme benefit according to the same principles and rules as those pertaining to every employee. The fact and amount of the benefit shall be determined through negotiations with the representative advocacies.

6.2. Variable elements related to performance:

6.2.1. Short-term incentive (STI) with performance measurement period of 1 year: Bonus

As Directors employed by the Company undertake priority tasks that have material effect on the Company's profits, the company intends to make them interested in improving profitability and maintaining their employment in a longer term. In light of this, the Company rewards work of outstanding importance or effectiveness with a bonus. The bonus defined as a certain percentage of the base salary (fixed remuneration) shall also be determined on the basis of market-related current wage benchmark data, also taking into consideration of the Company's individual classification system. Detailed conditions of bonus allocation are contained in the Company's effective bonus regulations. Financial/corporate targets will comprise at least 70% of the bonus; non-financial/individual goals should not account for more than 30% of the total weighting. Corporate targets are linked to the Company's performance and responsible cost management. The final level of payment will be determined on the basis of the performance evaluation of the directors employed by the Company.

The determination of the chief executive officer's bonus - including its amount set as a percentage of the base salary, and the bonus goals - is made based on the decision of the Board of Directors of the Company, with regard to the fact that employer's rights over the chief executive officer are exercised by the Company's Board of Directors.

The amount of the bonus as a short-term incentive is based on a fixed percentage of the annual base salary for Directors employed by the Company, determined by the internal Korn Ferry level of the job.

The annualised value of the bonus, expressed as a percentage of base salary, is shown below:

Position	Percentage of annual bonus as % of yearly base salary in case of a 100% performance (target)	Percentage of annual maximum bonus as % of yearly base salary in case of over-performance (max. 110% of target)
CEO	35%	maximum 38.5%
CFO	40%	maximum 44%

Changes compared to previous Remuneration Policy:

Position	Percentage of annual bonus as % of yearly base salary in case of a 100% performance (target)	Percentage of annual maximum bonus as % of yearly base salary in case of over-performance (max. 110% of target)
CEO	Previous Policy: 100% → New Policy: 35%	Previous Policy: 110% → New Policy: 38.5%
CFO	Previous Policy: 50% → New Policy: 40%	Previous Policy: 55% → New Policy: 44%

These reductions were implemented to ensure a more appropriate balance between STI and LTI, in line with shareholder- and proxy expectations for a stronger emphasis on long-term, performance-based remuneration.

The maximum bonus payout rate is 110%. Payouts above 100% are possible if corporate targets are exceeded.

The Directors are responsible for the Company's operating results and other financial, product development and product launch performance indicators, which are set by the Company's Board of Directors for the CEO and by the CEO for the other Directors. Other financial targets may include efficiency, investment and cost-related indicators.

The Directors are also responsible for non-financial performance indicators. Sustainable development is a priority for the Company and to this end the Board of Directors sets non-financial targets, such as those related to development, for the CEO, which the CEO may also set for the other Directors.

Depending on the specific responsibilities of the respective Director, any of the following KPIs, among others, can be used in case of the STI, measured on 1 year performance period:

- Financial/corporate targets (at least 70% of total weighting): Clean EBIT or clean EBIT growth; clean EBIT margin or margin growth; revenue; revenue growth; freshness index (new product portfolio KPI's); TSR; EPS; Cashflow; criteria related to budgets; market share targets; acquisition and integration of assets and/or businesses (i.e. M&A) - with respect to the Company or its business units.
- Non-financial/individual targets (not more than 30% of total weighting): Research and Development goals; progress against the innovation strategy (such as product registration stage, product launch targets or clinical trial phases, regulatory submissions or approvals); implementation and performance of selected strategies and projects; geographical expansion or market entry or entry in new TAs; acquisition and integration of assets and/or businesses (i.e. M&A); key system solution implementation (e.g. SAP HANA S4) and related business process re-engineering; divestment of assets/businesses and their separation from Gedeon Richter; business and organizational transformations and major business development deals; freshness index (new product portfolio KPI's); strengthening key operational and managerial capabilities; sustainability targets; shaping the Group's culture; employee engagement; engagement with investors; and/or compliance with regulatory requirements.

Gedeon Richter discloses the KPI's for each performance year, along with the relevant targets and weightings, in the annual Remuneration Report.

6.2.2. Middle-term incentive (MTI) with performance measurement period of 2 years: 2 years Employee Participation Program (EPP)

Rationale for maintaining a separate middle term incentive:

In addition to the short-term incentive (STI) and the long-term incentive (LTI), the Company maintains a middle term incentive plan (the 2 years Employee Participation Program, “EPP”) with a 2 year performance horizon. The MTI serves a distinct and strategically important purpose within the Company’s remuneration framework.

The pharmaceutical industry is characterized by long innovation cycles, multi-year development activities and significant volatility in annual financial results driven by regulatory timelines, R&D milestones and market dynamics. The Company therefore applies a remuneration structure in which:

- **Short-term incentives** reward annual operational and financial performance.
- **Middle-term incentives** reinforce retention and sustained executive engagement during critical multi-year periods linked to product development, portfolio execution and organisational transformation.
- **Long-term incentives** ensure alignment with long-term shareholder value, focusing on longer innovation cycles, strategic achievements and three to five-year value creation.

The middle term incentive is **not a duplication of the LTI**, but rather a **distinct performance and retention tool** aimed at bridging the temporal gap between annual performance measures and long-term strategic achievements. It helps ensure continuity in leadership focus during key two-year cycles that are material for the Company’s business model, including product lifecycle management, market expansion, efficiency initiatives and organisational transformation.

While the Company recognises that many European peers apply a two-pillar system (STI + LTI), the Company’s remuneration framework reflects:

- the specific innovation and regulatory cycle of the Company;
- the fact that certain critical deliverables (e.g., reformulation, new market authorizations, license acquisitions, efficiency projects) have two-year horizons, which are not fully captured by the annual bonus nor by the longer five-year LTI;
- the Company’s historical remuneration architecture and workforce-wide participation through the EPP.

The combined structure of STI, MTI and LTI ensures:

- a balanced distribution of incentives across time horizons,
- reinforcement of both short-term operational accountability and medium term strategic execution,
- strong retention of critical leadership talent in a highly competitive global pharmaceutical market,
- alignment with the Company’s innovation-driven strategy and multiyear development cycles,
- gradual pay-for-performance alignment, reducing dependency on any single performance period.

Each variable element serves a distinct strategic purpose, ensuring that Directors remain focused on delivering continuous, sustainable performance consistent with the Company’s long-term interests and shareholder expectations.

Introduction of the EPP program:

The Company has operated an Employee Participation Program (hereinafter: the Program) as a form of remuneration since 2018. Participants in the Program receive financial benefit in cases where the corporate performance criteria set out annually in the remuneration policy or policies (hereinafter: EPP Remuneration Policy) provided for by Act XVII of 1992 on Employee Participation Programs (hereinafter: the EPP Act) are met. The extent of such remuneration is determined in the EPP Remuneration Policy. Pursuant to the relevant provisions of the EPP Act and Act V of 2013 on the Civil Code, the Company has set up Gedeon Richter Plc. Employee Participation Program Organisation (hereinafter: EPP Organisation) for the management of, and benefit payment from, funds that can be acquired in the context of the EPP Remuneration Policy adopted and to be adopted by the Company's Board of Directors. As the supreme powers of the EPP Organisation as a body are not exercised by the Company, it shall be considered independent of the Company pursuant to the provisions of the EPP Act; furthermore, pursuant to the provisions of Act C of 2000 on Accounting, the EPP Organisation shall not be considered as a subsidiary of the Company.

In all cases, the Remuneration Policy of the EPP programs includes a corporate performance indicator relating to the Company's profitability as a condition for the remuneration. The corporate performance indicator should show the development of the company's financial results (revenue or cEBIT margin improvement) over a 2-year time horizon.

Depending on the role of Director as CEO or CFO, any of the following KPIs, among others, can be used in case of the MTI, measured on 2 years performance period:

- Financial/corporate targets (at least 70% of total weighting): Clean EBIT or clean EBIT growth; clean EBIT margin or margin growth; revenue; revenue growth; freshness index (new product portfolio KPI's); TSR; EPS; Cashflow; criteria related to budgets; market share targets; acquisition and integration of assets and/or businesses (i.e. M&A) - with respect to the Company or its business units.
- Non-financial/individual targets (not more than 30% of total weighting): Research and Development goals; progress against the innovation strategy (such as product registration stage, product launch targets or clinical trial phases, regulatory submissions or approvals); implementation and performance of selected strategies and projects; geographical expansion or market entry or entry in new TAs; acquisition and integration of assets and/or businesses (i.e. M&A); key system solution implementation (e.g. SAP HANA S4) and related business process re-engineering; divestment of assets/businesses and their separation from Gedeon Richter; business and organizational transformations and major business development deals; freshness index (new product portfolio KPI's); strengthening key operational and managerial capabilities; sustainability targets; shaping the Group's culture; employee engagement; engagement with investors; and/or compliance with regulatory requirements.

Gedeon Richter discloses the KPI's for each EPP program, along with the relevant targets and weightings, in the annual Remuneration Report.

The STI and MTI incentive plans draw from the same set of performance measures, reflecting their alignment with the Company's strategy. The Remuneration Committee will, however, ensure that any overlap in performance metrics across plans does not result in executives receiving multiple rewards for the same underlying performance.

The Company will make available to the EPP Organisation a certain number of shares for each participant at the start of the EPP program. At the end of the program, if the remuneration condition is fulfilled, the EPP Organisation's management will convert the shares into cash in the manner specified in the EPP By-laws, withdraw the shareholdings to which the participants are entitled, and settle accounts with the participants in the program in accordance with the provisions of the EPP By-laws. The Company will transfer Richter shares to the EPP Organisation, but the Directors may receive the payments due to them as individuals not in stock but in cash (by bank transfer). This ensures that the Directors will have an interest in increasing the price of Richter shares during the two-year holding period, which is considered as middle-term remuneration period. So, the EPP is a share-based benefit, but paid in cash at the end of the vesting period.

The rate of the EPP as a middle-term incentive is based on the job's internal Korn Ferry level for Directors employed by the Company. The final level of payment will be determined on the basis of the performance evaluation of the directors employed by the Company.

The maximum payout under the middle-term EPP plan is 120% of target for the CEO and 100% of target for the CFO.

Below is the annualised value of the MTI expressed as a percentage of base salary. The potential ranges arising from future share-price movements. The target grant is based on share numbers, and the ranges represent a monetary value upper limit cap established in a scenario of a share-price increase. Target range is the lower of the face value at grant of the shares or the value as a % of base salary.

Position	Percentage of annual value of the 2-years EPP (MTI) as % of yearly base salary in case of a 100% performance (target)	Percentage of annual value of the maximum of 2-years EPP (MTI) as % of yearly base salary in case of overperformance
CEO	70%-200%	maximum 84%-240% (120% of target)
CFO	40%-115%	maximum 40%-115% (100% of target)

Changes compared to previous Remuneration Policy:

Position	Percentage of annual value of the 2-years EPP (MTI) as % of yearly base salary in case of a 100% performance (target)	Percentage of annual value of the maximum of 2-years EPP (MTI) as % of yearly base salary in case of overperformance
CEO	Previous Policy: 235%-unlimited % → New Policy: 70%-200%	Previous Policy: 282%- unlimited % → New Policy: 84%-240%
CFO	Previous Policy: 60%- unlimited % → New Policy: 40%-115%	Previous Policy: 60%- unlimited % → New Policy: 40%-115%

For the CEO, these reductions were introduced to recalibrate the balance between STI and LTI - recognizing that the MTI is treated as a short-term incentive under proxy advisor methodologies - to better align the pay mix with shareholder and proxy expectations for a greater long-term, performance-based orientation.

If the statutory provisions do not allow that the EPP Organisation make payments in a given year, the Company may pay a gross amount (payroll cost) premium to participants in the Program with identical terms. Such premium shall be taxed as wage.

6.2.3. Long-term incentive (LTI) with performance measurement period of 5 years: 5 years Employee Participation Program (EPP)

The purpose of the long-term incentive (LTI) is to align the interests of Directors employed by the Company with the long-term interests of shareholders, to support sustainable value creation, and to reinforce the achievement of the Company's strategic priorities over multi-year periods. The LTI represents the primary performance-based remuneration component linked to long-term results.

The LTI is designed in accordance with the expectations of institutional investors and international proxy advisors, which require long-term incentive plans to be:

- based on objective, measurable and transparent performance conditions,
- linked to multi-year performance periods,
- aligned with long-term shareholder value, and
- subject to clear maximum award limits and appropriate vesting horizons.

Structure and performance period:

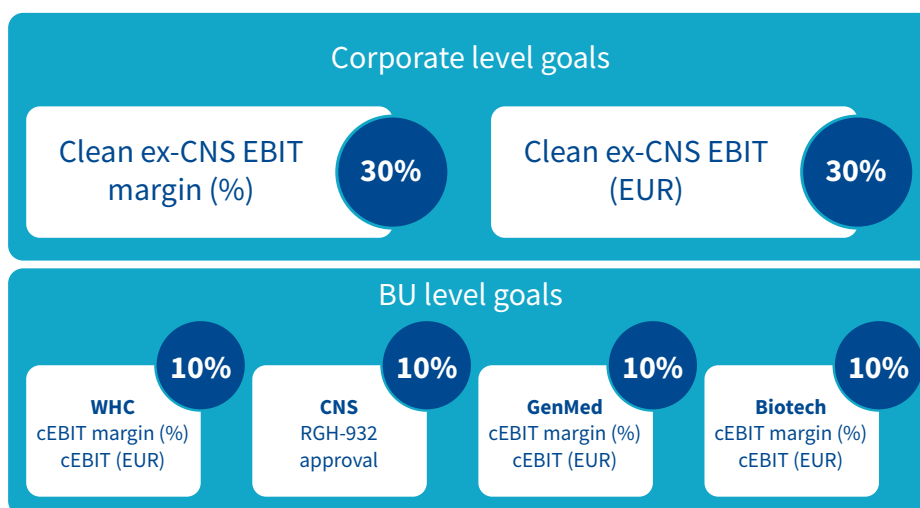
The Company operates a five-year, fix-cycle, long-term incentive program delivered through the Employee Participation Program (EPP) framework. The LTI has the following structural characteristics:

- Performance period: minimum of 5 continuous financial years, in line with international best practice and proxy guidelines. Vesting is conditional upon performance assessment.
- Form of award: share-based incentive, settled in shares at the end of the program.
- Vesting: awards vest only after the full multi-year performance period has been completed and all performance conditions have been assessed and certified by the competent Company bodies.
- Holding requirement / stock ownership requirement: 10% of vested shares must be held for the entire period of the CEO's and CFO's tenure. Executives are given a period of 5 years from current Policy's approval to comply with this requirement.

Performance criteria:

The LTI includes performance conditions reflecting the Company’s strategic objectives, long-term operational and financial performance, and sustainability priorities. The performance metrics incorporate both financial and non-financial indicators:

- Financial indicators (90% of total weighting) for the year 2030:
 - Clean ex-CNS EBIT margin (%) (weight: 30%)
 - Clean ex-CNS EBIT (EUR) (weight: 30%)
 - WHC Business Unit cEBIT margin (%) and cEBIT (EUR) (weight: 10%)
 - General Medicines Business Unit cEBIT margin (%) and cEBIT (EUR) (weight: 10%)
 - Biotechnology Business Unit cEBIT margin (%) and cEBIT (EUR) (weight: 10%)
- Non-financial indicator (10% of total weighting) for the year 2030:
 - CNS: RGH-932 approval (weight: 10%).



The detailed framework for payout eligibility, defining the thresholds, is the following. All of the below KPIs relate to the 2030 performance year and will be assessed in 2031.

KPIs	Weight%	No payout	25% payout	100% payout	150% payout
Non-CNS cEBIT margin >20%	30%	0-14%	15,0%	20,0%	25%
Clean EBIT (EUR)	30%	0-79% of the target	80% of the target	100% of target	150% of target
932 Market Authorization successful	10%	NO	NO	One indication	Multiple indications
WHC cEBIT	5%	0-79% of the target	80% of the target	100% of target	150% of target
WHC cEBIT margin	5%	0-49% of the target	50% of the target	100% of target	150% of target
GenMed cEBIT	5%	0-79% of the target	80% of the target	100% of target	150% of target
GenMed cEBIT margin	5%	0-49% of the target	50% of the target	100% of target	150% of target
BIO cEBIT	5%	0-79% of the target	80% of the target	100% of target	150% of target
BIO cEBIT margin	5%	0-49% of the target	50% of the target	100% of target	150% of target

Between the 25%, 100% and 150% thresholds, the payout progresses on a linear basis.

When assessing achievement in 2031, both the accounting changes resulting from the transition to IFRS 18 and the impact of any modification to the definition of clean EBIT, including clean EBIT adjusted for foreign exchange effects, must be taken into account.

Gedeon Richter discloses the KPI's along with the relevant targets and weightings and actual results, in the annual Remuneration Report.

The annual equivalent of the five-year LTI, expressed as a percentage of base salary, is shown below. The potential ranges arising from future share-price movements. The target grant is based on share numbers, and the ranges represent a monetary value upper limit cap established in a scenario of a share-price increase. Target range is the lower of the face value at grant of the shares or the value as a % of base salary.

Position	Percentage of annual value of the 5-years EPP (LTI) as % of yearly base salary in case of a 100% performance (target)	Percentage of maximum value of the 5-years EPP (LTI) as % of yearly base salary in case of overperformance (maximum 150%)
CEO	55%-155%	maximum 82.5%-232.5% (150% of target)
CFO	35%-95%	maximum 52.5%-142.5% (150% of target)

To ensure responsible remuneration governance, the LTI is subject to a clear maximum award opportunity expressed as a percentage of annual base salary. The maximum payout cannot exceed the limit of 150% of target, and is determined exclusively based on the achievement of pre-defined performance criteria. The maximum award level ensures predictability for shareholders and avoids disproportionate increases in long-term compensation.

The grant of the award is fixed in certain target number of shares:

- 50,000 shares for the 5-year-period (yearly share number: 10,000 shares, with current monetary value of 118,400,000 HUF) for the CEO, and
- 20,000 shares for the 5-year-period (yearly share number: 4,000 shares, with current monetary value of 47,360,000 HUF) for the CFO,

and the above ranges reflect the fluctuation of share price.

Following the completion of the full performance period and certification of results:

- As described in case of the 2 years EPP program, at the end of the program, if the remuneration condition is fulfilled, the EPP Organisation's management transfers the number of Richter shares corresponding to the vested award from the EPP Organisation to the Director;
- only vested shares (i.e. shares earned based on achieved performance) are settled;
- no payout occurs if the performance conditions are not met.

The Company applies the LTI as the cornerstone of its long-term remuneration philosophy. The LTI:

- ensures **alignment with long-term shareholder value** through share-based remuneration;
- reinforces **sustained performance**, avoiding short-termism;
- supports **retention** of key leadership talent in a competitive global pharmaceutical environment;
- reflects **multi-year business cycles**, especially those related to innovation, regulatory approvals and market development;
- complements the STI and MTI by focusing specifically on strategic outcomes beyond the annual or two-year horizon.

Through these features, the LTI ensures a balanced remuneration structure in which long-term performance represents a significant portion of total variable compensation, in accordance with ISS guidelines and European best practice in executive remuneration.

The **total variable (STI+MTI+LTI) quantum maximal values** reflect the potential ranges arising from future share-price movements. The target grant is based on share numbers in case of the MTI and LTI, and the ranges represent a monetary value upper limit cap established in a scenario of a share-price increase. Target range is the lower of the face value at grant of the shares or the value as a % of base salary.

	Percentage of annual STI+MTI+LTI as % of yearly base salary in case of a 100% performance (target)	Percentage of annual maximum STI+MTI+LTI as % of yearly base salary in case of overperformance
CEO according to previous Policy	335% - unlimited%	392% - unlimited%
CEO according to new Policy	160%-390%	205%-511%
<p>The CEO’s total quantum was reduced and capped to strengthen the STI–LTI balance, align with governance expectations, reinforce long-term performance focus, and improve proportionality within the executive team.</p>		
CFO according to previous Policy	110% - unlimited%	115% - unlimited%
CFO according to new Policy	115%-250%	136.5%-301.5%
<p>In the case of the CFO, the increase in the lower end of the range is due to the fact that in 2025 - under the previous Policy - the CFO (Deputy CEO) role has been held only since 1 May 2025 by the current CFO; from the 2026 calendar year onwards - under the new Policy -, however, the calculations are based on a full year. The total quantum has been capped in order to align with governance expectations, strengthen internal alignment, improve market competitiveness, and support long-term value creation.</p>		

6.2.4. Extraordinary items:

Extraordinary items are exceptional, non-recurring remuneration elements that may be granted only in strictly limited circumstances, subject to predefined governance criteria and capped at a maximum of 20% of the Director's annual base salary. Extraordinary items do not form part of the standard remuneration package and may not be used to compensate for shortfalls in performance-related pay.

Purpose and principles:

The purpose of extraordinary items is to allow the Company, in exceptional and objectively justified cases, to ensure continuity of leadership during unforeseen circumstances that are not captured by the normal remuneration framework.

Extraordinary items may only be awarded if all the following conditions are met:

- the circumstance is exceptional, non-recurring and unforeseeable;
 - the contribution or situation cannot be addressed through the STI, MTI or LTI plans;
 - the award is necessary to protect the Company's long-term interests, stability or continuity;
 - the amount is proportionate, transparent and within the maximum limit set by this Policy;
- and
- the Remuneration Committee provides a written, publicly disclosed justification in the Remuneration Report.

Eligible instances (illustrative, but closed list):

Extraordinary items may be considered only in the following categories of exceptional circumstances:

1. Special regulatory or legislative events: If an unforeseeable regulatory or external development requires extraordinary leadership effort not accountably covered by the STI/MTI/LTI plans.
2. Other SRD II compliant exceptional circumstances: Only if the case meets all criteria of being non recurring, necessary, proportional and aligned with shareholders' long-term interests.
3. Newly appointed Directors: The remuneration framework described above shall apply to all directors (appointed during the effective term of this Remuneration Policy, including newly appointed executive directors). In setting remuneration of newly appointed Directors, prevailing market conditions and the compensation received by the individual prior to joining the Company have to be taken into account. For executive director appointments, and where required to attract an external candidate, the Remuneration Committee may recommend that the Board approve a specific compensation element intended to offset the loss of unvested awards forfeited at the individual's previous employer as a result of resigning and accepting the position with the Company.

Governance and approval process:

- Extraordinary items may only be awarded based on a written proposal by the Remuneration Committee.
- A decision requires a majority of the Board of Directors.
- Every award must be accompanied by a detailed public justification in the Remuneration Report, explaining:
 - the specific exceptional circumstance,
 - why existing incentive plans were not suitable,
 - how the amount was determined,
 - how the award supports the Company's long-term interests.
- Extraordinary items cannot be used to compensate for missed targets in STI, MTI, LTI or to "top up" variable compensation.

Clear prohibition of misuse:

To ensure compliance with SRD II and industry best practices, extraordinary items may not be used for:

- rewarding normal job performance,
- recurring salary adjustments,
- routine recognition,
- performance that is already captured by STI, MTI or LTI,
- compensating negative outcomes or insufficient performance,
- discretionary "one-off" payments without a clearly documented exceptional rationale.

6.3. The total amount of variable, i.e. performance-linked elements of remuneration shall be no more than 0-80% of total remuneration. It is to be noted, however, that the amounts of variable (i.e. performance-linked) remuneration and fixed remuneration upon payment is not constant as such amounts may vary depending on a number of factors not linked to performance (for example vehicle use or health care services used); consequently, a precise rate cannot be determined.

6.4. When determining the above conditions, the Company's Board of Directors and other bodies and officers shall take into account the Company's business strategy, long-term interests and sustainability, considerations of corporate social responsibility, as well as the Company's effective rules and regulations.

6.5. When determining whether measurable criteria have been fulfilled, the Company shall consider the percentage of fulfilment. The Company shall consider non-measurable criteria fulfilled if the given criteria are fully met. When determining the above criteria the Board of Directors of the Company may apply other methods of evaluation that are reasonable or recognised and accepted by the market.

6.6. The condition for paying the above premiums is that the employee must be employed by the Company when the fulfilment of criteria is examined. Reward duly paid based on the fulfilment of the prescribed criteria cannot be reclaimed.

VII. TERM AND TERMINATION OF THE CONTRACT, AND RETIREMENT BENEFITS OF DIRECTORS EMPLOYED BY THE COMPANY

7.1. The employment contract of the persons concerned is for an unlimited term and contains no special stipulations regarding retirement; should the contract be terminated by the employer, given the job, position and responsibility of the persons concerned, the contract may contain a competition clause in accordance with the relevant effective labour law regulations.

7.2. In the event of termination by the employer, the period of notice, conditions of termination and severance pay, other payments related to termination shall be determined in accordance with the relevant effective labour law regulations, the employment contract of the person concerned, and the Company's Collective Contract.

In the event of termination of employment, the total value of all termination related payments shall under no circumstances exceed the equivalent of 24 months' remuneration.

7.3. **Notice period of the CEO:** Both the Employer and the Employee are entitled to terminate the employment relationship with 3 months' notice. Upon termination, the employment relationship ends upon expiry of the notice period. The Employer is not required to provide reasons for terminating the employment relationship. The employment relationship shall automatically terminate simultaneously with the termination of the Employee's membership on the Board of Directors, including in the following cases: if the Employee's membership on the Board of Directors ends due to removal or resignation, or upon expiry of the term of office, and the Employee is not re-elected. If (i) the Employee is removed by the General Meeting of the Company from the Board of Directors, or (ii) the Employee resigns from the Board of Directors because, following the date of amendment of this Employment Agreement, a shareholder or shareholder group acting in concert acquires a qualifying majority or otherwise obtains controlling influence in the Company (a significant change in shareholding structure), and due to this the Employee does not wish to continue his/her membership on the Board of Directors, or (iii) the Employee's term of office as a member of the Board of Directors expires and the Employee is not re-elected, then the Employee shall be entitled to the average remuneration corresponding to a 3 months notice period, as well as below described severance pay in addition to this amount. If the employment relationship is terminated for any reason, the Employee shall be obliged to return to the Employer all work equipment and any documents representing the Employer no later than the date specified by the Employer upon termination. The Employee shall also complete the handover of tasks in accordance with the Company's Organisational and Operational Regulations.

7.4. **Severance in case of the CEO:** The Employee shall be entitled to severance pay in the event of termination by the Employer, in the event of the Employer's dissolution without legal succession, in the case of termination of the Employment Relationship described above, as well as in any other circumstances in which the Employee is entitled to severance pay under the Hungarian Labour Code. The Employee is entitled to severance pay as follows:

- a.) 10 months' gross base salary in the case of employment lasting up to ten years,
- b.) 15 months' gross base salary in the case of employment exceeding ten years,
- c.) 17 months' gross base salary in the case of employment exceeding twenty years.

7.5. Non-Competition Agreement regarding the CEO: In case of termination of the Employee's employment relationship for any reason, for a period of one year, the Employee shall:

- a.) not enter into any employment relationship or any other legal relationship aimed at performing work with an employer whose business activity is identical or similar to that of the Employer;
- b.) not engage in any activity which competes with the business activity conducted by the Employer (including, but not limited to, any membership, employment or any legal relationship aimed at performing work with any competitor of the Employer) in any professional field in which the Employee performed work prior to the termination of the employment relationship, or in which the Employee acquired knowledge, business information or experience that could be used to the detriment of the Employer in a competitive situation;
- c.) refrain beyond the one year period from any conduct that could harm or jeopardise the Employer's legitimate economic interests.

In consideration for compliance with the above non competition obligations the Employer shall pay the Employee a compensation equal to 4 months' gross base salary, which the Employer shall be required to pay to the Employee within five working days following the termination or cessation of the Employment Relationship.

If the Employee breaches the obligations set out in the non-compete agreement, the Employee shall be required to pay a contractual penalty to the Employer. The amount of the contractual penalty shall be equal to twice the amount paid by the Employer under the non-compete agreement. In addition, the Employee shall be liable to compensate the Employer for any damage caused by the breach of the non-compete agreement to the extent such damage exceeds the amount of the contractual penalty.

The Parties agree that the Employer shall have the right to unilaterally withdraw from the non-compete agreement, without the need to provide justification, at any time up to the date of termination or cessation of the employment relationship. In the event of such withdrawal by the Employer, the Employee shall not become entitled to any compensation under the non-compete agreement, nor shall the Employee be bound by any of the obligations arising therefrom.

If the Employee terminates the employment relationship with immediate effect pursuant to Section 78 (1) of the Hungarian Labour Code, the Employee may likewise withdraw from the non competition agreement. The right of withdrawal may be exercised by the Parties exclusively in writing.

7.6. Notice period of the CFO: The Employer may terminate the employment relationship unilaterally, without providing reasons, by giving notice, within the limits set by the applicable legal regulations. In the event of termination by either party without providing reasons, the notice period shall be a maximum of 60 calendar days during the first year of employment, and 90 calendar days thereafter. The start date of the notice period is governed by the applicable legal regulations.

7.7. Severance in case of the CFO: The Employer is entitled to decide unilaterally whether or not to grant severance pay if the employment relationship is terminated. If the Employer decides to pay severance, its amount shall be as follows:

- a.) at least 3 years of employment: 1 month of gross absence pay,
- b.) at least 5 years of employment: 2 months of gross absence pay,
- c.) at least 10 years of employment: 3 months of gross absence pay,
- d.) at least 15 years of employment: 5 months of gross absence pay,
- e.) at least 20 years of employment: 7 months of gross absence pay,
- f.) at least 25 years of employment: 8 months of gross absence pay,
- g.) at least 30 years of employment: 9 months of gross absence pay,
- h.) at least 35 years of employment: 10 months of gross absence pay.

Additional amount of severance pay:

- in the case defined under point a) 1 month,
- in the case defined under point b) 2 months,
- in the cases defined under points c)–h) 3 months gross absence pay, provided that the termination of the employment relationship by the Employer occurs within five years prior to the Employee reaching the statutory retirement age.

7.8. The persons concerned shall be entitled to old-age pension, supplementary pension benefit or disability benefit in accordance with the relevant effective statutory provisions. In line with Hungarian law, the CEO and the CFO participate in the national state pension system (social security pension). Their pension entitlement is determined solely on the basis of statutory rules, which take into account their contributory service period and income subject to social security contributions. The Company does not provide any additional defined-benefit pension plan, early retirement arrangement or guaranteed pension entitlement beyond the mandatory state system. Contributions are paid in accordance with applicable legislation.

7.9. Treatment of STI, MTI and LTI in the event of a modification or termination of the employment contract by either the employer or the employee — applicable to both the CEO and the CFO.

7.9.1. STI (bonus): Bonus payments for the relevant period are conditional upon the Employee being in active employment at the time of payment. A pro-rata bonus for the current period will be paid only if

- the Employee's employment ends due to retirement,
- the expiry of a fixed term employment contract,
- the Employee is placed on long-term leave exceeding 30 days (including sickness absence, unpaid leave, unpaid childcare leave, or parental leave),
- the Employee's position changes and, as a result, the bonus entitlement is withdrawn or modified at the time of the position change, or
- the Employee's death.

No bonus shall be paid to any Employee who is serving a notice period, on garden leave, or whose employment has been terminated for any reason or in any form at the time the bonus is paid.

7.9.2. MTI and LTI (EPP): No payment of MTI or LTI shall be made if any of the following circumstances occur:

- **Employment termination:** The employment terminates for any reason at any time between the start date (or extension date) and the closing date of the EPP programme.
- **Change of position CEO/CFO:** The participant ceases to hold the position of CEO or CFO while remaining employed by the Company, and the Company, as employer, decides at the same time to exclude the individual from the scope of the EPP Remuneration Policy.
- **Disqualification or conflict of interest:** The employee becomes disqualified or is found to have a conflict-of-interest under applicable law or any internal Company rule, rendering them ineligible for the EPP Remuneration Policy and/or for membership in the EPP Organisation.
- **Non-working status exceeding 4 months:** The employee does not perform work (i.e., is not included in the statistical headcount of the Company as defined under Hungarian regulations) but remains employed for any reason for a continuous period exceeding four months at any time between the start date (or extension date) and the closing date of the EPP programme.

VIII. LIABILITY INSURANCE OF THE DIRECTORS

The liability insurance taken out by the Company covers every former, current and future member of the Board of Directors and Supervisory Board including their position at the subsidiaries, as the case may be; furthermore, it covers every former, current and future employee of the Company in executive positions.

IX. THE PROCEDURE OF DETERMINATION AND IMPLEMENTATION OF THE REMUNERATION POLICY

9.1. Commissioned by the chief executive officer of the Company, the Remuneration Policy shall be drafted by the director of human resources with the support of the finance directorat and the secretary of the Board of Directors, and shall be submitted to the Board of Directors by the chief executive officer. Based on the proposal of the chief executive officer, the Remuneration Committee of the Board of Directors shall first discuss, appraise, and give an opinion on the draft Remuneration Policy. The Remuneration Committee's appraisal and opinion shall be presented to the Board of Directors by the chairman of the Remuneration Committee. Having heard the appraisal and opinion of the Remuneration Committee, the Board of Directors shall pass a resolution on the agenda item on the Remuneration Policy. The Board of Directors shall adopt the Remuneration Policy for a definite period of four (4) years including the 2026-2029 calendar years. The Board of Directors shall submit the Remuneration Policy approved by it to the next Annual General Meeting of the Company to advisory vote⁴. The general rules of conflict-of-interest shall be applicable for the decision-making.

9.2. In order to take into consideration the wages and terms of employment of its employees when determining the Remuneration Policy, the Company has set up job levels for the entire organisation based on the job evaluation methodology of the internationally renowned human resource consultancy firm Korn Ferry. Building on this basis, the company has created its unique GR (Gedeon Richter)-specific classification which covers every job. Every employee has been classified in the job matrix based on the complexity of their job.

9.3. Participation in the annual income level surveys ensures that base salaries and wages are in harmony with market trends. The Company gathers wage market benchmark data for each job from the income level surveys of Korn Ferry and the internationally renowned consultancy Willis Towers Watson. The annual general basic wage rise is determined in consultation with the representative advocacies.

9.4. The Company may pay remuneration to the Directors on the basis of the Remuneration Policy submitted to the Annual General Meeting to advisory vote.

9.5. In the case of a positive outcome of the advisory vote by the Annual General Meeting, the chief executive officer shall be responsible for the implementation of and supervision of the Remuneration Policy, with the exception of the remuneration of the chief executive officer. Payment of the chief executive officer's remuneration shall fall within the executive and supervisory powers of the chairman of the Board of Directors. In the course of implementation of the Remuneration Policy the secretary of the Board of Directors shall undertake legal control duties; the director of human resources shall provide professional opinion and operative support in labour issues; and the head of the organisational unit responsible for payroll accounts shall coordinate financial measures based on the instructions of the persons responsible for implementation.

⁴ Pursuant to Section 3:268 (2) of Act V of 2013 on the Civil Code: Advisory vote on remuneration policy shall fall within the exclusive competence of the general meeting of public companies limited by shares. The remuneration policy shall be put on the agenda of the general meeting if there is a substantial change to it, but at least once every four years.

X. DEROGATION FROM THE REMUNERATION POLICY

10.1. Pursuant to the provisions of Section 17 (5) of Act LXVII of 2019 on the Encouragement of Long-term Shareholder Engagement and on the Amendment of Certain Laws for the Purpose of Legal Harmonisation⁵, the Company has the right to derogate from this Remuneration Policy only in exceptional cases and temporarily. Based on the resolution of the Board of Directors, exceptional cases are those cases where derogation from the Remuneration Policy is necessary in order to ensure the Company's long-term interests and sustainable operation or viability, including but not limited to in the event of changes in the market, legislative or tax environment that have a significant impact on the Company's operability, competitiveness and/or profitability.

10.2. Exceptional modifications related to leadership transitions: In exceptional and well justified cases, including the appointment of a new Chief Executive Officer or other Director, the Company may introduce temporary or one-off-remuneration elements or adjust existing elements, capped at no more than 20% of the base salary, provided that such modifications are strictly necessary for ensuring business continuity, securing competitive hiring conditions, or protecting the Company's long-term interests.

10.3. Any derogation from this Remuneration Policy shall be proposed by the Remuneration Committee, and subject to the resolution of the Board of Directors adopted only by a majority vote. The Board of Directors may resolve to derogate from the Remuneration Policy only on the basis of a written proposal from the Remuneration Committee and only in the cases set out in section 10.1.

Any temporary derogation shall be limited to (i) STI/MTI metric weighting re-calibration within ± 15 percentage points without increasing target or maximum opportunity; (ii) LTI metric substitution or timing adjustments without increasing the policy maximum; (iii) off cycle buy out awards not exceeding the forfeited value and, in any event, capped at 25% of the normal annual target LTI, delivered in equity with a minimum three-year vesting and a twelve month holding period; and (iv) extraordinary items capped at 20% of base salary, strictly non-recurring and fully disclosed.

The derogation shall remain within the overall framework and maximum limits of this Policy, and shall be transparently disclosed and justified in the Remuneration Report.

⁵ "Any derogation from this Remuneration Policy may only be exceptional and temporary. Exceptional cases are those cases where derogation from the Remuneration Policy is necessary in order to ensure the Company's long-term interests and sustainable operation or viability. Even in such cases, derogation is only possible if the Remuneration Policy sets out the procedural conditions under which the derogation may be applied and specifies the elements of the Policy from which derogation may be made."

XI. CLAWBACK AND MALUS

11.1. Clawback and malus provisions form an integral part of the Company's remuneration framework. Their purpose is to protect shareholder interests, uphold good corporate governance standards, ensure the integrity of performance-based remuneration, and prevent the rewarding of misconduct or failure. These mechanisms apply to all variable remuneration elements, including STI, MTI and LTI awards.

11.2. Definitions:

- Director shall mean the Chief Executive Officer and the Deputy Chief Executive Officer / Chief Financial Officer.
- Variable remuneration elements shall mean STI, MTI and LTI frameworks.
- Look back period shall mean up to 1 year following the payment or vesting of the award, unless otherwise required by law.
- Malus: Malus applies where the incentive conditions have been met and the variable remuneration has vested, but payment has not yet occurred, allowing the Company to suspend or prohibit payment prior to disbursement, based on pre-defined malus/clawback criteria.
- Clawback: refers to the Company's right, based on predefined and transparent criteria set out in present remuneration policy, to recover amounts of variable remuneration already paid under incentive arrangements, as a specific form of compensation claim, where the relevant pre-defined malus/clawback criteria occur.

11.3. Scope of applicability:

The Company may apply malus or clawback measures

- where Director has engaged in wilful misconduct,
- constituting a violation of applicable laws or regulatory requirements,
- and where the Director's conduct has resulted in significant material harm to the Company or any of its stakeholders.

Definition of wilful misconduct and significant material harm for the purposes of this Remuneration Policy:

Wilful misconduct shall mean any intentional act or omission carried out with knowledge of its unlawfulness or with reckless disregard for applicable legal or regulatory obligations. Examples include, without limitation: deliberate breaches of regulatory requirements, intentional misrepresentation of financial or non-financial performance data relevant to incentive determination, or knowingly authorising unlawful transactions.

Significant material harm shall mean financial damage that is substantial in nature and exceeds the normal business risk assumed by the Company.

11.4. **Procedure for applying malus or clawback:** Any decision to apply malus or clawback shall:

- be initiated by the Board of Directors,
- be investigated by the Remuneration Committee
- be based on documented facts and an objective investigation,
- follow the principles of proportionality and fairness,
- be approved by the Board of Directors / the person exercising the employer's rights - taking into account the opinion of the Supervisory Board on the significant material harm,
- be disclosed transparently in the Remuneration Report, subject to applicable laws.

11.5. Principles governing the application: The application of malus or clawback must be:

- proportionate to the breach or failure,
- consistent across the organisation,
- based on transparent criteria,
- applied in compliance with all legal requirements.

Malus and clawback may not be used to adjust remuneration unrelated to misconduct or risk outcomes.

11.6. The Company shall disclose in the annual Remuneration Report any existence of malus and clawback, information on any instances where they were applied, and the rationale for applying such measures when relevant.

XII. MISCELLANEOUS AND CLOSING PROVISIONS

12.1. The Board of Directors shall review the Remuneration Policy on an annual basis by 31 March of the year following the closing of the business year, and also on an ad hoc basis if any circumstance or change in relevant legislation so requires.

12.2. The Remuneration Policy shall be in the public domain through the Company's web site for at least the duration of its applicability, in compliance with applicable legislation. In accordance with the Policy all remuneration of the Directors shall be in the public domain. The purpose of publication of the Remuneration Policy is to ensure transparency regarding the remuneration provided by the Company to the individuals covered by the personal scope of the Remuneration Policy.

12.3. The benefits paid under the Remuneration Policy must not jeopardise the sustainability of the financial position and the effective operation of the Company.

The introduction of a remuneration element not included in this Remuneration Policy and the amendment of an existing element of the Remuneration Policy may only be made with the approval of the Remuneration Committee of the Board of Directors, for the purpose of the long-term interests and sustainable operation of the Company, based on the proposal of the Board of Directors to the General Meeting for an advisory vote.

12.4. **Transitional provisions:** This Remuneration Policy shall apply from the 2026 financial year onwards. As of the first day of that financial year, the Remuneration Policy for 2025–2028 shall cease to be in effect.

The performance evaluation for the 2025 financial year (including KPI assessment) will still be conducted in accordance with the provisions of the 2025–2028 Remuneration Policy.

The Board of Directors deliberated and approved the Remuneration Policy included in this document, assessed and proposed for approval by the Remuneration Committee of the Board of Directors, and to be submitted to the 2026 Annual General Meeting for an advisory vote, published on 7 April 2026.

Resolution of the AGM No. 10/2024. 04. 25.

The AGM has - in its advisory competence - approved the Remuneration Policy applicable for the years 2025-2028, elaborated and proposed by the Board of Directors with respect to Act LXVII of 2019 on the Encouragement of Long-term Shareholder Engagement and Modification of Certain Acts with the Purpose of Legal Harmonization.

Voted in favour of the draft of the resolution: 72,798,466

The proportion of the “yes” votes compared with all the valid votes cast: 64.50%