Publication of the Resolution and of the further developed Remuneration system for members of the Executive board according with section 120a Paragraph 2 German Stock Corporation Act (AktG)

At the Annual General Meeting of CropEnergies AG on Tuesday, 11 July 2023, the further developed remuneration system for members of the Executive Board was put for approval under item 7 „Presentation and resolution on the approval of the further developed remuneration system for the Executive Board".

The further developed remuneration system for the members of the Executive board was approved as follows:

By 71,831,871	shares for which valid votes were cast (= 82,33 % of the capital stock)
66,040,487	Yes votes (91,94 %) and
5,791,384	No votes (8,06 %) were cast

Description of the further developed remuneration system for the Executive Board

Introduction

On 24 February 2023, the Supervisory Board of CropEnergies AG resolved to adjust the Executive Board Remuneration System approved by the Annual General Meeting on 13 July 2021 ('**Executive Board Remuneration System 2021'**) and, after making the adjustments, present the further developed Executive Board Remuneration System ('**Executive Board Remuneration System 2023**'), which also contains significant changes within the meaning of Section 120a (1) sentence 1 AktG, to the Annual General Meeting on 11 July 2023 for approval. The Executive Board Remuneration System 2023 is based on the recommendations of the Personnel Committee formed by the Supervisory Board ('**Personnel Committee**') and previous consultations in the Personnel Committee and with the Executive

Board of CropEnergies AG. It takes into account practical experience from the application of the Executive Board Remuneration System 2021 and, in addition to reducing complexity and individual clarifications, aims to strengthen incentive and sustainability aspects.

I. The objective of the Executive Board Remuneration System and strategic approach

The objective of the remuneration system for the Executive Board of CropEnergies AG is to remunerate the members of the Executive Board appropriately in accordance with their tasks and performance. At the same time, effective incentives are needed for sustainable management of the business and a long-term approach to increasing the value of the company. The Executive Board remuneration consists of the following components: a fixed non-performance-based basic salary payable monthly, a one-year performance-based variable remuneration and a multi-year performance-based variable remuneration; in addition, the usual cash-equivalent fringe benefits and a contribution to the pension scheme are granted. The objectives and business targets for the one-year and multi-year variable remuneration are predominantly derived from the corporate planning of the CropEnergies AG Group. The strategic goals are intended to create greater incentives for a management focused on the long-term development of the Group's performance and sustained commitment to continuous improvements in the non-financial area. The aspect of sustainability is further emphasised by the fact that the multi-year variable remuneration accounts for more than half the variable remuneration elements; the long-term variable remuneration is consequently given a higher priority than the short-term variable remuneration, which should also obligate and encourage the Executive Board members to commit to long-term and sustainable corporate governance. The malus and clawback provisions strengthen the position of the Supervisory Board in the event of gross breaches of duty by the members of the Executive Board.

II. Procedures for determining and reviewing the Executive Board Remuneration System and Executive Board remuneration

The Supervisory Board defines the Executive Board Remuneration System in accordance with the provisions of Sections 87a, 87 (1) AktG. It is supported in this by the Personnel Committee, which submits proposals to the Supervisory Board, in particular on the objectives and targets to be reached by the Executive Board members and makes preparations for the regular review of the remuneration system by the Supervisory Board.

The Supervisory Board submits the remuneration system to the Annual General Meeting for approval. If the Annual General Meeting does not approve the respective remuneration system put to the vote, the Supervisory Board submits a revised remuneration system for approval in accordance with Section 120a (3) AktG by no later than the next Annual General Meeting.

The Personnel Committee recommends changes to the Supervisory Board if it considers them necessary or advisable. If significant changes are made to the remuneration system, however at least every four years, the Supervisory Board shall again submit the remuneration system to the Annual General Meeting for approval in accordance with Section 120a (1) sentence 1 AktG.

The remuneration is reviewed regularly by the Supervisory Board. The criteria for the appropriateness of the remuneration are the responsibilities and tasks of the individual Executive Board members and their personal performance, the overall performance of the Executive Board, the economic situation and the short and long-term performance of the Group both in the financial and non-financial areas and how customary the level of remuneration is taking into account the comparative environment. For the purpose of market comparison, the remuneration data of relevant companies from the SDAX are used for orientation purposes, taking into account the fact that CropEnergies AG is part of the Südzucker AG Group. Their placement on the stock exchange (stock exchange segment), their industry and their size are particularly important for selecting comparable companies. In addition, the Supervisory Board follows the recommendations of the German Corporate Governance Code, unless otherwise stated in the Declaration of Conformity pursuant to Section 161 AktG If necessary, the Supervisory Board may call in external consultants, ensuring their independence from the Executive Board and the company when selecting them.

To avoid conflicts of interest, members of the Supervisory Board, the Personnel Committee and all other committees are obligated to disclose any conflict of interest to the chair of the Supervisory Board. In the event of a conflict of interest, the members of the Supervisory Board shall not participate in the adoption of resolutions on the relevant agenda items in the

Supervisory Board or the Personnel Committee or in the other respective committees. Should the conflicts of interest be material and not merely temporary, this will lead to the termination of the Supervisory Board mandate.

The Executive Board Remuneration System 2023 applies to all Executive Board members of CropEnergies AG who have been appointed to the company from 1 March 2023. It is planned that the incumbent Executive Board members will switch to the Executive Board Remuneration System 2023. Switching to the currently valid remuneration system is mandatory if the employment contracts of the incumbent Executive Board members are extended.

III. Determination of the individual remuneration components and Maximum Remuneration

In accordance with the Executive Board Remuneration System, the Supervisory Board determines the individual amount of the remuneration components and the Maximum Remuneration for the Executive Board members (Section 87a (1) no. 1 AktG). The initial definition and any changes are generally made before the start of the upcoming financial year. The Target Remuneration is the amount that is paid out for the respective Vesting Period as a variable remuneration component in addition to the fixed salary if the set targets are 100% achieved by the Executive Board ('**Target Remuneration**'). However, the Maximum Remuneration describes the maximum permissible total value of all remuneration components including other cash-equivalent fringe benefits and pension costs ('**Maximum Remuneration**'); it is fixed by the Supervisory Board as the maximum amount that can be paid out in any financial year.

The guiding principle for determining the total remuneration is that the Executive Board members are remunerated appropriately in view of their duties and performance as well as the situation of the company, and that the remuneration does not exceed the usual remuneration without special reasons.

With regard to the amount of the Target and Maximum Remuneration, the Supervisory Board is required to take appropriate account of the role and area of responsibility of each Executive Board member. At its due discretion, the Supervisory Board may therefore differentiate between different roles, taking into account parameters such as duties and business area, the experience of the respective Executive Board member and customary market practice.

Taking into account the procedures and standards presented above, the Supervisory Board has set the Maximum Remuneration for the financial year 2023/2024 as follows: for the CEO (spokesman of the Executive Board), gross Maximum Remuneration is €820,000, and for the other Executive Board members, gross Maximum Remuneration is €630,000. The Supervisory Board can increase the Maximum Remuneration before the beginning of each financial year by up to 10% of the amounts valid for the previous financial year. Incidentally, reference is made to the transitional regulations in Section VI.

IV. Remuneration components in detail

The Executive Board remuneration consists of fixed non-performance-based components and variable performance-based components.

The non-performance-based remuneration components comprise the fixed salary, other fringe benefits and pension scheme contributions.

The variable performance-based remuneration components consist of one-year variable remuneration and a multi-year variable remuneration.

In order to promote the sustainable and long-term business strategy and development of CropEnergies AG and to set appropriate incentives for the Executive Board members, but also to ensure that the annual remuneration for the individual Executive Board members can be planned, the fixed salary makes up 50% of the Target Direct Remuneration, the one-year variable Target Remuneration 22.5% of Target Direct Remuneration and multi-year variable Target Remuneration 27.5% of Target Direct Remuneration; 'Target Direct Remuneration' is the sum of the fixed salary, the one-year variable Target Remuneration and the multi-year variable Target Remuneration for each financial year.

The variable remuneration components are intended to be both an opportunity, and a necessary correction of the total Executive Board's remuneration if targets are exceeded or not met. If the targets set are not achieved to a certain minimum extent specified by the Supervisory Board, the variable component that depends on achievement of the target is forfeited. Where an Executive Board member is consciously in breach of his/her obligations, the Supervisory Board may reduce the variable remuneration to zero (malus) or may demand its repayment (clawback). If the targets are significantly exceeded, the gross payment of the short-term and – subject to the application of the Modifier – the long-term variable remuneration is limited to 175% of the Target Remuneration, which assumes 100% target achievement. The Supervisory Board separately determines the target values from which the minimum payment of the respective variable remuneration components is determined, and the target values that lead to the maximum payment of the respective variable remuneration, subject to the application of the Modifier.

1. Fixed salary

The Executive Board members receive an annual fixed salary in the form of a cash payment, which is calculated according to the criteria described in Sections II and III above and is paid monthly in arrears in twelve equal instalments.

2. Benefits in kind and other fringe benefits

Each Executive Board member also receives the following benefits in kind and fringe benefits:

- Provision of a company car, which may also be used privately
- Luggage insurance
- D&O insurance with an excess pursuant to Section 93 (2) sentence 3 AktG
- Accident insurance
- Contribution to the pension scheme;
- Participation in preventive health measures.

As part of the Maximum Remuneration, the Executive Board member may be granted the usual subsidies for social security premiums and tax-deductible insurance products.

3. One-year variable remuneration

The performance-based one-year variable remuneration (‘OVR’) arises from the level of achieving a business target, in this case an EBITDA level set by the Supervisory Board as a target for the CropEnergies AG Group (see glossary at the end of this description). The vesting period for the OVR is one year (‘OVR Vesting Period’). The Target Remuneration for the OVR amounts to 45% of the fixed salary applicable at the beginning of the respective OVR Vesting Period (‘OVR Target Remuneration’). The degree of target achievement determined by the Supervisory Board is multiplied by the OVR Target Remuneration applicable to the respective Executive Board member. The result of that multiplication is the gross OVR payment amount.

3.1 EBITDA as business target

After the approval of the budget for the respective financial year, but no later than three months after the start of the respective financial year, the Supervisory Board, at its reasonable discretion, determines at the suggestion of the Personnel Committee, which discusses its proposal with the Executive Board beforehand, a target value and a minimum value for Group EBITDA to be achieved for the current financial year, upon the achievement of which the granting of the minimum amount of 50% of the OVR Target Remuneration depends, and a maximum value, the achievement or exceeding of which leads to the payment of 175% of the OVR Target Remuneration. The target values are communicated to the Executive Board members in the form of a target notification.

If the minimum value for the EBITDA is not achieved, the OVR is forfeited. The payout is determined in a linear way in a range between the minimum value and the target value and between the target value and the highest value.

The Consolidated Financial Statements of CropEnergies AG approved by the Supervisory Board are the basis for determining the EBITDA actually achieved. Subsequent changes to the Consolidated Financial Statements based on external tax audits or other reasons will not affect the determinations already made.

3.2 Maximum OVR

The maximum factor to be set in the calculation for the EBITDA is 175%. Therefore, a maximum of 175% of the OVR Target Remuneration can be paid out as an OVR.

3.3 Determining the amount of the OVR and payment of the OVR

The amount of the OVR is determined by the Supervisory Board at the balance sheet meeting that follows the one-year vesting period in question, based on a proposal from the Personnel Committee, which discusses its proposal with the Executive Board beforehand. The OVR determined by the Supervisory Board is paid out on the last working day of the month in which the balance sheet meeting takes place.

3.4 Rounding up and down

The EBITDA determined for the respective financial year is rounded up or down to a full €100,000.00, and the amounts paid out by the OVR to be derived from this are to be rounded up or down to full euro amounts.

3.5 Calculation examples

Calculation examples for determining the OVR are attached to this Executive Board Remuneration System 2023 as Annex 1.

4. Multi-year variable remuneration

On top of the fixed salary and the OVR, Executive Board members receive multi-year variable remuneration (‘MVR’). The vesting period for the MVR is three years (‘MVR Vesting Period’). The Target Remuneration for the MVR amounts to 55% of the fixed salary applicable at the beginning of the respective MVR Vesting Period (‘MVR Target Remuneration’). The amount of the MVR is 70% derived from the degree to which a business target value has been achieved, in this case an ROCE target set by the Supervisory Board for the CropEnergies AG Group, to be achieved on average during the respective MVR Vesting Period (see glossary at the end of this description), and 30% derived from the average amount of the dividends paid out on the ordinary shares of CropEnergies AG during the respective MVR Vesting Period and from the degree to which strategic goals have been achieved, which is taken into account by applying a Modifier of between 0.8 and 1.2. To determine the ROCE-dependent share of the MVR, the degree of target achievement (ROCE as a business target value and strategic goals) is multiplied by 70% of the MVR Target Remuneration relevant for the respective Executive Board member. To determine the dividend-dependent share of MVR, the amounts resulting from the average of the dividends paid out during the respective MVR Vesting Period are multiplied by the Modifier dependent on the degree to which the strategic goals were achieved. The amounts resulting from the above multiplications are then added together. The result of these multiplications and subsequent addition is the gross amount paid out by the MVR, subject to the stipulations in clauses 4.1 to 4.9 below.

The ROCE target values and the strategic goals as well as any changes in the amounts attributable to the dividends paid out during the respective MVR Vesting Period are determined by the Supervisory Board at its reasonable discretion at the suggestion of the Personnel Committee, which discusses its proposal beforehand with the Executive Board and communicates such to the Executive Board member after this determination in the form of a target notification.

4.1 ROCE as an economic target value

After the approval of the budget for the first financial year of the MVR Vesting Period, but no later than three months after the start of that respective financial year, the Supervisory Board, at the suggestion of the Personnel Committee, which discusses its proposal with the Executive Board beforehand, determines a target value, a minimum value and a maximum value for the Group ROCE to be achieved on average during that MVR Vesting Period.

Subject to the application of the Modifier (see clause 4.6 below), achievement of the target value results in payment of 70% of the MVR Target Remuneration, achievement of the minimum value leads to payment of 35% (50% of 70%) of the MVR Target Remuneration, and achievement or exceedance of the maximum payment limit leads to payment of 122.5% (70% of 175%) of the MVR Target Remuneration.

If the minimum value for the ROCE is not reached, the ROCE-dependent MVR Target Remuneration is forfeited, even if dividends are paid out during the MVR Vesting Period and even if the strategic goals are achieved. The payout is determined in a linear way in a range between the minimum value and the target value and between the target value and the highest value.

4.2 Maximizing the ROCE-dependent MVR

The amount to be included in the calculation for the ROCE-dependent share of MVR is a maximum of 122.5% (70% of 175%) of the MVR Target Remuneration. Therefore, the maximum that can be paid out as ROCE-dependent MVR is 122.5% of the MVR Target Remuneration, multiplied by the maximum degree of target achievement of the strategic goals (1.2), i.e. 147% of the MVR Target Remuneration (122.5% x 1.2 = 147%).

4.3 Basis for determining the ROCE

The average ROCE generated during the respective MVR Vesting Period is determined on a monthly basis, i.e. on the basis of the ROCE values reported in the monthly reports of CropEnergies AG.

4.4 Adjustments for special measures

The ROCE actually achieved can be adjusted to allow for the effects of certain exceptional measures approved by the Supervisory Board (e.g. investments in new business areas or acquisitions) on the operating result (return) and the capital employed unless these exceptional measures were taken into consideration when the target value for the ROCE was set. On the recommendation of the Executive Board, the Supervisory Board shall, in that case, at the same time as deciding on the exceptional measure, stipulate whether and to what extent the impact that the exceptional measure has on the ROCE shall be disregarded when determining the ROCE generated in the relevant period.

4.5 Dividend-dependent share of MVR

The amount of the MVR is 30% dependent on the average dividend amount paid out to the bearers of CropEnergies AG ordinary shares during the respective MVR Vesting Period. To determine the dividend-dependent share of the MVR, the Supervisory Board sets a gross amount in euros for each Executive Board member, which is granted for each cent of the average dividend paid out.

After the approval of the budget for the first financial year of each new MVR Vesting Period, however, no later than three months after the start of that respective financial year, the Supervisory Board, at the suggestion of the Personnel Committee, which discusses its proposal with the Executive Board beforehand, may increase or reduce the euro amounts attributable to the dividend-dependent share of the MVR, should the general conditions on which the last determination was based have changed more than insignificantly.

4.6 Maximising the dividend-dependent share of MVR

The amount to be included in the calculation for the dividend-dependent share of MVR is a maximum of 52.5% (30% of 175%) of the MVR Target Remuneration. Therefore, the maximum that can be paid out as dividend-dependent MVR is 52.5% of the MVR Target Remuneration multiplied by the maximum degree of target achievement of the strategic goals (1.2), i.e. 63% of the MVR Target Remuneration (52.5% x 1.2 = 63%).

4.7 Strategic goals (Modifier)

After approval of the budget for the first financial year of each new MVR Vesting Period, but at the latest within three months of the start of that financial year, the Supervisory Board shall, at the suggestion of the Personnel Committee, which discusses its proposal with the Executive Board beforehand, set strategic goals for the entire Executive Board of CropEnergies AG for each MVR Vesting Period, the achievement of which, or falling short or exceeding of which, is decisive for the application of the Modifier described below. First, these strategic goals should be based on the economic and strategic performance of the Group (e.g. growth, development of new business areas, implementation of M&A projects, etc.). Second, they should take into consideration non-financial sustainability criteria, such as the further development of Environmental Social Governance (ESG) and Corporate Social Responsibility (CSR) within the CropEnergies AG Group. The degree of target achievement is not measured as a percentage, but converted into a multiplier (‘Modifier’) of between 0.8 and 1.2. The 1.0 Modifier reflects the 100% target achievement. The final amount of MVR paid out is calculated by multiplying the ROCE-dependent share of MVR and the dividend-dependent share of MVR by the Modifier determined by the Supervisory Board, and then adding together the resulting amounts.

4.8 Determining the amount of the MVR and payment of the MVR

The final amount of the MVR is determined by the Supervisory Board at the balance sheet meeting that follows the one-year MVR Vesting Period in question, based on a proposal from the Personnel Committee, which discusses its proposal with the Executive Board beforehand. It can reach a maximum of 210% (147% [see Section 4.2 above] + 63% [see Section 4.6 above]) of the MVR Target Remuneration if the highest possible Modifier (1.2) is applied.

Notwithstanding the foregoing requirement for the determination of the final amount of the MVR, the Supervisory Board shall, upon proposal of the Personnel Committee, which shall discuss its proposal with the Executive Board beforehand, determine the relevant ROCE for that year at its balance sheet meeting following the first year of each MVR Vesting Period. Based on this, the ROCE-dependent share of the MVR is projected to the end of the respective MVR Vesting Period. In addition, as soon as the Annual General Meeting has adopted a resolution on the appropriation of the balance sheet profit reported in CropEnergies AG’s audited and approved Annual Financial Statements (separate financial statements) for the first year of each MVR Vesting Period, the dividend-dependent share of the MVR will also be projected to the end of the respective MVR Vesting Period on the basis of the dividend to be paid out to the bearers of CropEnergies AG ordinary shares. In the projection of the ROCE-dependent and dividend-dependent share of the MVR, it is to be assumed that the degree of target achievement determined for the first year of the MVR Vesting Period and the dividend paid out for the first year of the MVR Vesting Period correspond to the average values at the end of the respective MVR Vesting Period, and a notional Modifier of 1.0 is to be applied in each case. Based on these projections, on the last working day of the month in which the Annual General Meeting following the first year of each MVR Vesting Period has taken place, the members of the Executive Board receive partial payments on the MVR for the MVR Vesting Period concerned, the amount of which is limited to 75% of the amounts paid out, projected to the full vesting period, but not more than 75% of the MVR Target Remuneration for the respective MVR Vesting Period. Should the final determination of the amount of the MVR for the respective MVR Vesting Period result in an additional amount, this shall be paid out to the respective Executive Board member on the last working day of the month in which the Annual General Meeting was held following the last year of the respective MVR Vesting Period. If, on the other hand, the final determination of the amount of the MVR results in an overpayment, the net amount of the overpayment shall be returned to the company within 14 working days after the end of the Annual General Meeting following the last year of the respective MVR Vesting Period.

4.9 Rounding up and down

The ROCE rates determined in each case shall be rounded up or down to one decimal place in accordance with commercial practice. The MVR amounts to be paid out shall be rounded up or down in each case to full euro amounts in accordance with commercial practice.

4.10 Independence from the ROCE and the dividend-dependent MVR share

The ROCE-dependent share of the MVR is also paid out if there is no dividend-dependent share of the MVR, and vice versa.

4.11 Calculation examples

Calculation examples for determining the MVR are attached to this Executive Board Remuneration System 2023 as Annex 2.

5. Entry or switching of an Executive Board member to the Executive Board Remuneration System 2023 in the course of a financial year

If an Executive Board member joins or switches to the Executive Board Remuneration System 2023 in the course of a financial year, the OVR and MVR will be granted on a pro rata temporis basis. The amounts to be paid out shall be rounded up or down to full euro amounts in accordance with commercial practice.

6. Pension scheme

6.1 Defined contribution pension scheme

A defined contribution pension scheme is envisaged as the standard retirement pension scheme. For each Executive Board member, the company (or the Executive Board member itself) shall take out an insurance policy or a pension contract with an insurance company, a pension fund or a provident fund with an irrevocable right of receipt in favour of the Executive Board member or their surviving dependants. For this purpose, the company shall pay the insurance company, pension fund or provident fund an annual contribution of currently approx. €75,000.00 for the CEO and an annual amount of currently approx. €50,000.00 for other Executive Board Members (defined contribution plan); the Supervisory Board may increase these contributions by an appropriate amount before the beginning of each financial year. The Executive Board member shall pay any related tax and social security contributions.

6.2 Continuation of existing commitments

For Executive Board members already appointed prior to 1 March 2021, the existing agreements on pension commitments can continue unchanged, instead of granting the standard retirement pension set out in clause 6.1, even if their employment relationship is otherwise subject to or is to be subject to the Executive Board Remuneration System 2023.

7. Malus and clawback provisions for the variable remuneration

Should Executive Board members knowingly breach their contractual or statutory duties or internal Group guidelines, the Supervisory Board may demand from the Executive Board member the full or partial return of the variable remuneration components paid out for the respective Vesting Period in which the breach of duty occurs (clawback) or set it to zero and retain it (malus). In the former case (clawback), the Executive Board member is required to repay the net amounts. The clawback or reduction option does not apply to OVR and MVR amounts paid or to be paid for OVR or MVR Vesting Periods completed prior to the breach of duty and does not apply to OVR and MVR amounts paid or to be paid for OVR or MVR Vesting Periods commencing after the breach of duty.

8. Terms of contract

The relevant employment contracts are concluded for a limited period and end upon expiry of the term without requiring separate notice of termination or a termination agreement. Moreover, the employment contracts are linked to the appointment of the respective Executive Board member as a member of the governing body and also end if the relationship as a member of the governing body ends prematurely, in particular due to a rescission for good cause pursuant to Section 84 (3) AktG or a justified resignation from office by the Executive Board member.

9. Obligations in connection with the termination of Executive Board activities (continued payment of remuneration)

9.1 Fixed salary, other fringe benefits

Each Executive Board member is entitled to a fixed salary, benefits in kind and other fringe benefits until the end of their employment, regardless of the legal reason. If the employment relationship ends within the course of a month, the fixed salary and other fringe benefits for that month will be reduced pro rata temporis; if necessary, the fixed salary that has been reduced pro rata temporis is to be rounded up or down to a full euro amount. Benefits in kind are discontinued on the day on which the employment relationship ends. By way of derogation from this, if an Executive Board member is dismissed and/or released from work, the company car provided to the Executive Board member shall be returned within one month of notification of the dismissal or release.

9.2 Variable remuneration upon contract termination

Upon termination of the employment relationship, the Executive Board member is entitled to the OVR and MVR for all OVR and MVR Vesting Periods that have begun during the term of employment. Payment shall be made at the same time as it would have been due if the employment relationship had continued until the end of the relevant Vesting Period. If the employment relationship ends during the year, i.e. before the end of a financial year, the OVR and MVR for that financial year shall only be granted pro rata temporis.

9.3 OVR and MVR in the event of early termination of employment

The stipulations in clause 9.2 above also apply if the Executive Board member resigns before the end of the fixed term of the employment contract. In derogation from this, the OVR and the MVR shall not be paid out for Vesting Periods that have not yet expired at the time of the premature departure of the Executive Board member if the Executive Board member resigns as a bad leaver; if MVR partial payments have been made, the net amount shall be returned to the company. Resignation as a bad leaver is to be assumed if the company has terminated the employment contract of the Executive Board member for good cause (Sec. 626 (1) BGB) or the Executive Board member resigns from their position as an Executive Board member and/or ceases their activity for the company without there being good cause for which the company is responsible or a factual reason in the person of the Executive Board member (e.g. permanent illness, etc.).

10. Post-contractual non-competition agreements

Post-contractual non-competition agreements shall be agreed with the Executive Board members that provide for compensation to be paid by the company for the term of the post-contractual non-competition agreement for a maximum of two years. For both years, this compensation shall amount to 50% of the average remuneration – consisting of the fixed salary, OVR and MVR – in the last twelve (12) months before leaving, however, at least the sum of the fixed salary and the contribution to the pension scheme in the relevant amount immediately before leaving. The Executive Board member shall pay a contractual penalty for any action by which they breach the post-contractual non-competition agreement. The company may waive the post-contractual non-competition agreement by giving 12 months' notice, with the effect that the obligation to pay compensation no longer applies after this 12-month period has expired.

11. Remuneration for mandates

Insofar as Executive Board members hold positions on supervisory boards, advisory boards or similar within the Group, the company is entitled to the resulting remuneration. External mandates shall remain limited to two mandates for each Executive Board member and may only be accepted after prior approval by the Supervisory Board.

V. Temporary deviations from the remuneration system

The Supervisory Board may, on the recommendation of the Personnel Committee, resolve to deviate from the existing remuneration system temporarily or in individual cases pursuant to Section 87a (2) sentence 2 AktG, if and to the extent that this is necessary in the interests of the company and its long-term well-being. In principle, all of the remuneration components dealt with in this description may be concerned, in particular the fixed salary and the variable remuneration components as well as their amount and the determinations made for their calculation and payment. In line with the intention of the legislator, these deviation options give the Supervisory Board the flexibility to react appropriately to exceptional developments or to take account of special circumstances.

VI. Transitional provisions

The contracts with incumbent Executive Board members concluded under the regime of the Executive Board Remuneration System 2021 shall be processed in accordance with the provisions of their previously valid employment contracts until the point at which new or changed employment contracts are concluded under the Executive Board Remuneration System 2023. This also applies to MVR Vesting Periods that have not yet expired at the time the employment contracts are changed. With regard to these MVR Vesting Periods, in order to avoid a system change-related disadvantage for the affected Executive Board members for the financial years in which these Executive Board members are granted both shares in the company in accordance with the Executive Board Remuneration System 2021 and partial payments pursuant to clause 4.8 of this Executive Board Remuneration System 2023, the procedure is as follows: it shall be determined separately in each case whether (i) the Maximum Remuneration determined under the Executive Board Remuneration System 2021 will be exceeded through the allocation of shares and/or whether (ii) the Maximum Remuneration determined under this Executive Board Remuneration System 2023 will be exceeded through the granting of partial payments; in the first case (i) any corrections will only be made in accordance with the Executive Board Remuneration System 2021, and in the second case (ii) any corrections will only be made in accordance with this Executive Board Remuneration System 2023.

VII. Glossary

EBITDA

EBITDA (Earnings before Interest, Tax, Depreciation and Amortisation) describes the operating result before interest, tax, depreciation of property, plant, and equipment and amortisation of intangible assets. The basis for determining EBITDA is the item reported as EBITDA in the Consolidated Financial Statements of CropEnergies AG.

ROCE

The ROCE (Return on Capital Employed) relates to the CropEnergies AG Group and describes the ratio of operating result to long-term capital employed. This is defined as the sum of fixed assets, inventories and receivables less current liabilities.

Annex 1
to the Executive Board Remuneration System 2023
Calculation examples for the OVR (notional values)

Premises of examples 1 to 4:

OVR Target Remuneration in €	Minimum value EBITDA	Target EBITDA	Maximum value EBITDA
112,500.00	€150 million	€200 million	€300 million
	PR: 50%	PR: 100%	PR: 175%

PR= payout ratio measured against OVR Target Remuneration

The maximum amount of OVR is therefore €196,875.00 gross (= 175% of the OVR Target Remuneration).

Example 1: EBITDA actually achieved is below €150 million

Result: No OVR is payable because the minimum value of the target EBITDA has not been reached.

Example 2: EBITDA actually achieved is €150 million

Calculation formula:

OVR Target Remuneration €112,500.00 x 50% = €56,250.00

Result: The gross amount of €56,250.00 is payable as OVR.

Example 3: EBITDA actually achieved is €162.5 million

The actual target achievement value is between the minimum value (€150 million) and the target EBITDA (€200 million). The payout amount of 50% has already been achieved (= €56,250.00) because the minimum value of €150 million has been reached. This means the amount paid out must be increased proportionally by the percentage by which the minimum value in the range between the minimum value and the target value has been exceeded, in this case 25%.

Calculation formula:

Half of OVR Target Remuneration €56,250.00 + (€56,250.00 x 25% = €14,062.50) = €70,312.50

Result: The gross amount (rounded up in accordance with commercial practice) of €70,313.00 is payable as OVR.

Example 4: EBITDA actually achieved is €250 million

The actual target achievement value is between the target EBITDA (€200 million) and the maximum value (€300 million). This means that the degree of payment of 100% already achieved (= €112,500.00) due to the achievement of the target EBITDA of €200 million must be increased proportionally by the percentage by which the target EBITDA has been exceeded in the range between the target value and the maximum value, in this case 50%.

Calculation formula:

OVR Target Remuneration €112,500.00 + (€84,375.00 x 50% = €42,187.50) = €154,687.50

Explanation:

Out of the maximum €300 million (which would trigger a further €84,375.00 payout), €250 million was achieved. Therefore, 50% of the possible additional payment sum (€ 84,375.00 x 50% = € 42,187.50) is to be applied. This additional amount is to be added to the OVR Target Remuneration (€112,500.00).

Result: The gross amount (rounded up in accordance with commercial practice) of €154,688.00 is payable as OVR.

Annex 2
to the Executive Board Remuneration System 2023

Calculation examples for the MVR (notional values)

Premises of examples 1 to 4:

- MVR Target Remuneration: €137,500.00
- The maximum amount of the ROCE-dependent share of the MVR amounts to €202,125.00 by application of the highest possible Modifier (1.2) (= 147% of the MVR Target Remuneration).

Minimum value ROCE	Target value ROCE	Maximum value ROCE
25%	30%	40%
PR*: 35%**	PR*: 70%	PR*: 122.5%***

*** PR = payout ratio**

**** 35% = 50% of 70% of MVR Target Remuneration (subject to the Modifier)**
***** 122.5% = 70% of the maximum MVR of 175% (subject to the Modifier)**

- The maximum amount of the dividend-dependent share of the MVR amounts to €86,625.00 by application of the highest possible Modifier (1.2) (= 63% of the MVR Target Remuneration).
- Gross amount determined by the Supervisory Board to be granted for each cent of the average dividend = €1,200.00

<u>Example 1:</u>

The three-year average ROCE was 30% (= achievement of target value): Modifier is 1.0. Average dividend over the three-year vesting period is €0.24.

Calculation formula:

ROCE-dependent MVR share:

€96,250.00 (= 70% of the MVR Target Remuneration) x 1.0 (Modifier) =

€96,250.00

Dividend-dependent MVR share:

€1,200.00 x 24 (= average cent amount paid out per share) x 1.0 (Modifier) =

€28,800.00

96,250.00 +28,800.00 = €125,050.00

<u>Result</u>:

The gross amount of <u>€125,050.00</u> is payable as MVR.

<u>Calculation of partial payment</u>**:**

<u>Alternative 1</u>:

The projected ROCE average and projected dividend average at the end of the first year of the MVR Vesting Period are the same as in example 1 above, i.e. average ROCE 30%, average dividend of the three-year vesting period €0.24. The Modifier is always set to 1.0 when calculating the partial payment. The amount projected based on ROCE and dividends would therefore total €125,050.00 as calculated above. The partial payment is 75% of the projected amount, but limited to 75% of the MVR Target Remuneration.

<u>Calculation formula</u>:

75% of €125,050.00 (= the amount projected for the full MVR Vesting Period)

x 1.0 (Modifier)

= €93,787.50 (theoretical partial payment amount)

Result:

As the cap for the partial payment (75% of the MVR Target Remuneration = €103,125.00) does not apply, the partial payment (rounded up in accordance with commercial practice) amounts to gross €93,788.00.

Alternative 2:

Projected ROCE average and projected dividend average after the end of the first year of the MVR Vesting Period are 40% (ROCE) and €0.28 (dividend). The Modifier is always set to 1.0 when calculating the partial payment. The ROCE-dependent projected amount would therefore be 122.5% of the MVR Target Remuneration, i.e. €168,437.50 and the dividend-dependent part would be €33,600.00 (= €1,200.00 x 28), therefore a total of €202,037.50.

Calculation formula:

75% of €202,037.50 (= the amount projected for the full MVR Vesting Period)

x 1.0 (Modifier)

= €151,528.13 (theoretical partial payment amount)

Correction:

Cap for the partial payment (75% of the MVR Target Remuneration = €103,125.00) is to be taken into consideration.

Result:

The partial payment is therefore only €103,125.00 gross.

Example 2:

The three-year average ROCE was below the minimum value of 25%, Modifier is 1.2. Average dividend over the three-year vesting period is €0.24.

Calculation:

No payout of the ROCE-dependent MVR share (70% of the MVR Target Remuneration) as the minimum ROCE value was not reached. The dividend-dependent MVR share remains unaffected by this and amounts to €34,560.00 (= €1,200.00 x 24 = €28,800.00 x 1.2 Modifier).

Result:

The gross amount of €34,560.00 is payable as MVR.

Example 3:

The three-year average ROCE was between the target value and the maximum value, specifically 35%, Modifier is 1.2. Average dividend over the three-year vesting period is €0.24.

Calculation formula:

ROCE-dependent MVR share:

€132,343.75 (= €96,250.00 (ROCE-dependent MVR Target Remuneration) + (50% of the difference between the maximum ROCE-dependent MVR [€137,500.00 x 122.5% = €168,437.50] and the ROCE-dependent MVR Target Remuneration = €36,093.75 [€168,437.50 less €96,250.00 = €72,187.50 x 50%]) x 1.2 (Modifier) =

€158,812.50

Dividend-dependent MVR share:

€1,200.00 x 24 (= average cent amount paid out per share = €28,800.00) x 1.2 (Modifier) =

€34,560.00

€158,812.50 + €34,560.00 = €193,372.50

Result:

The gross amount (rounded up in accordance with commercial practice) of €193,373.00 is payable as MVR.

Example 4:

The three-year average ROCE was above the maximum value, specifically 50%, Modifier is 1.2. Average dividend over the three-year vesting period is €0.24.

Calculation formula:

ROCE-dependent MVR share:

€168,437.50 (= maximum value of 122.5% of the MVR Target Remuneration [€137,500.00]) x 1.2 (Modifier) =

€202,125.00

Explanation:

Exceeding the ROCE maximum value (40%) does not result in exceeding the maximum ROCE-dependent MVR (122.5% of the MVR Target Remuneration).

Dividend-dependent MVR share:

€1,200.00 x 24 (= average cent amount paid out per share = €28,800.00) x 1.2 (Modifier) =

€34,560.00

€202,125.00 + €34,560.00 = €236,685.00

Result:

The gross amount of €236,685.00 is payable as MVR.