

**REMUNERATION POLICY
FOR MEMBERS OF THE SUPERVISORY BODY AND THE MANAGEMENT BODY AT ENEA SPÓŁKA
AKCYJNA**

Preamble

This Remuneration Policy for members of the supervisory body and management body at ENEA Spółka Akcyjna (hereinafter referred to as "ENE A S.A."), hereinafter referred to as the "Policy" has been drawn up in connection with the coming into force, on 30 November 2019 of the amendments to the Act of 29 July 2005 on public offering and terms of introducing financial instruments into organized trading system and on public companies and certain other acts.

CHAPTER 1. Scope and goals of the Remuneration Policy for members of the supervisory body and management body at ENEA Spółka Akcyjna.

§1.

1. This Policy sets forth the principles of remuneration for:
 - a) members of the supervisory body at ENEA S.A. (Supervisory Board);
 - b) members of the management body at ENEA S.A. (Management Board);in a way that reflects the connection between the fulfillment of the strategy adopted by the ENEA Group with the remuneration system. The Policy:
 - defines the remuneration system, the levels of its individual components and the rules for awarding them;
 - confirms compliance of the accepted remuneration rules with the generally applicable law,
 - takes into account the market practices and the approach to remuneration, which ensures continuity of the company's activities.
2. The solutions adopted in the Policy have been set forth in a manner that is to contribute to the implementation of the business strategy, long-term interests, stability and development of ENEA S.A., which should be supported in particular by the levels, rules and structure of remuneration of Management Board members and Supervisory Board members, while taking into consideration the current financial standing of ENEA S.A. when awarding such remuneration.
3. The key principle underlying the Policy is to ensure the competitive level and effectiveness of remuneration and its transparency depending on the achieved performance. The general Policy framework serves the purpose of ensuring consistency of remuneration components while keeping them aligned with risk management and the long-term strategy.
4. ENEA S.A. pays remuneration to the Management Board and Supervisory Board members in accordance with this Policy, taking into account the acts of the Company's statutory bodies exercising their powers based on the provisions of the Act of 9 June 2016 on rules for setting the remuneration of persons managing certain companies.
5. The Policy was adopted while taking into account the financial standing of ENEA S.A.
6. The content of this Policy takes into account the working conditions and salary conditions of the Company's employees other than the Management Board and Supervisory Board members and the remuneration has been designed by dividing it into fixed and variable parts where the variable part of the remuneration is linked with the level of fulfillment of goals/tasks. The goals set to be fulfilled by the Management Board members for a given year are then cascaded to the companies of the ENEA Group and the ENEA S.A. employees.

CHAPTER 2. Description of the decision-making process conducted to establish, implement and review the remuneration policy.

§1.

1. The draft Policy is prepared by the Management Board and submitted to the Supervisory Board for an opinion and possible changes. Subsequently, the Management Board presents the draft Policy prepared by the Management Board and opined by the Supervisory Board to the General Meeting.
2. When preparing the Policy, the Management Board will be guided by the applicable law and market practices.
3. The final version of the Policy will be adopted by the General Meeting in a resolution.
4. A Policy resolution will be adopted no less frequently than every four years.
5. An amendment to the Policy requires that it is adopted in a General Meeting resolution.

6. Where there is a need to amend the Policy within a period shorter than four years from the adoption of the most recent amendment, the Management Board will draw up the amendment proposal and submit the draft to the Supervisory Board for its opinion and possible changes. The Management Board will then present the draft Policy opined by the Supervisory Board to the General Meeting. The Supervisory Board may also submit a request to the General Meeting to amend the Policy on its own initiative.
7. ENEA S.A. will immediately post the Policy and the General Meeting resolution regarding the Policy, the adoption date and voting results on its website. The documents will remain available at least as long as they are applicable.
8. Where it is required for the implementation of long-term interests or for ensuring financial stability or profitability of ENEA S.A., the Supervisory Board may decide to suspend the application of the Policy temporarily by adopting a resolution setting forth the manner and scope of the derogation from the rules set forth in this Policy. The derogation mentioned in the first sentence may apply to selected provisions of the Policy, except for the provisions arising under the Act of 9 June 2016 on rules for setting the remuneration of persons managing certain companies.

CHAPTER 3. Remuneration rules for members of the Supervisory Board

§ 1. General

1. The General Meeting will set the remuneration of Supervisory Board members in the form of a resolution, in accordance with the function performed by each Supervisory Board member.
2. ENEA S.A. does not operate any additional pension and disability programs or early retirement programs for Supervisory Board members.
3. ENEA S.A. does not award any remuneration in the form of financial instruments to Supervisory Board members.

§ 2. Rules for signing and terminating agreements with Supervisory Board members.

1. Members of the ENEA S.A. Supervisory Board Member perform their functions based on an appointment and for a 3-year joint term of office. The detailed rules for appointing the Supervisory Board are presented in the Articles of Association of ENEA S.A.
2. The mandate of a Supervisory Board member begins when the member is appointed to the position and expires on the date of holding the General Meeting approving the financial statements for the last full financial year of performing this function, and also upon dismissal, resignation or death of a Supervisory Board member.

§ 3. Description of fixed and variable components of remuneration of Supervisory Board members.

1. Remuneration of a member of the ENEA S.A. Supervisory Board consists solely of the fixed part, which includes monthly remuneration (fixed remuneration), which is the product of the calculation basis referred to in the Act of 9 June 2016 on rules for setting the remuneration of persons managing certain companies, detailed provisions of law determining its level and the multiplier:
 - a) for the Supervisory Board Chairperson – up to 2.75;
 - b) for the other Supervisory Board members – up to 2.75.
2. Remuneration of a Supervisory Board member may be increased by up to 10% due to the function performed in the company's supervisory body or participation in a committee operating in the supervisory body.
3. Supervisory Board members are entitled to the remuneration referred to in sec. 1 notwithstanding the number of meetings convened.
4. Supervisory Board members are not entitled to variable remuneration components (variable remuneration).
5. Where appointment or dismissal of a Supervisory Board member takes place during a calendar month then the remuneration referred to in sec. 1 above will be calculated pro rata to the number of days in which the function in the Supervisory Board is performed during that month.
6. Supervisory Board members are not entitled to any remuneration for the month in which they did not attend any of the correctly convened meetings and their absence was not excused.
7. The Supervisory Board decides by resolution to excuse or not to excuse the absence of a Supervisory Board member from a meeting.

8. The Company will cover the costs incurred in connection with the performance of the functions entrusted to Supervisory Board members.

CHAPTER 4. Remuneration rules for members of the Management Board

§ 1. General

1. Remuneration of Management Board members is set by the Supervisory Board based on a resolution of the General Meeting.
2. The Supervisory Board exercises oversight over the adopted remuneration regulations to the extent they apply to Management Board members. Among others, it will verify whether the criteria and conditions required for variable remuneration components have been satisfied before such remuneration is paid in full or partially.
3. ENEA S.A. does not operate any additional pension and disability programs or early retirement programs for Management Board members.
4. ENEA S.A. does not award any remuneration in the form of financial instruments to Management Board members.

§2. Rules for signing and terminating agreements with Management Board members.

1. Management Board members are appointed for a joint term of office, which lasts three years.
2. A Management Board member performs his/her function under a management services agreement signed for the period of performing the function, stipulating an obligation to provide the services in person, regardless of whether the member acts within his/her business activity.
3. The wording of the agreement signed with the Management Board members is determined by the Supervisory Board.
4. The agreement referred to in sec. 2 comes into effect from the date specified in the wording of the agreement signed with the Management Board member and is concluded for the period of performing the function of a Management Board member.
5. In the event of expiry of the mandate, in particular as a result of death, dismissal or resignation, the agreement referred to in sec. 2 will terminate on the last day of performing the function without any additional activities required.
6. The Company has the right to terminate this agreement referred to in sec. 2 with immediate effect in the event of a material breach of the provision of the agreement by the Management Board member, in particular if:
 - a) the Management Board member has committed an offense confirmed by a final court judgment preventing him from the performance of the duties under the agreement referred to in sec. 2.;
 - b) the Management Board member, through documented deliberate action or negligence, has exposed the Company to loss;
 - c) the Management Board member, having requested consent from the Supervisory Board to take up a function in the bodies of another commercial company, to purchase shares in another commercial company, perform work for or provide services to other entities under an employment agreement, a mandate agreement or another legal relationship, did not obtain such consent and in spite of that has taken up such function, acquired shares, performs work or provides services.
7. A Management Board member may terminate the agreement referred to in sec. 2 with immediate effect in the event of a material breach of the provisions of the agreement by the Company, in particular if the Company unreasonably delays the payment of remuneration due for a period longer than 2 months.
8. Each party has the right to terminate the agreement for reasons other than those specified in sec. 6, with a notice period no longer than three (3) months, however if an event referred to in sec. 5 occurs during the notice period resulting in the termination of the agreement as a result of cessation to perform the function, the Agreement will terminate in accordance with sec. 5.
9. If the management services agreement is dissolved or terminated by the Company for reasons other than a material breach of the provisions of the agreement by the other party, a severance pay may be awarded to a Management Board member, in an amount no higher than three (3) times the fixed component of remuneration, provided that he/she has performed the function for at least twelve (12) months prior to the termination of the agreement.
10. The severance pay referred to sec. 9 will not be awarded to a Management Board member in the event of:

- a) dissolution, termination or amendment of the agreement resulting from a change of the function performed by the Management Board member in the Management Board,
- b) termination, dissolution or amendment of the agreement resulting from the Management Board member being appointed for another term of office of the Management Board,
- c) appointment as a management board member in an ENEA Group company,
- d) resignation from performing the function.

§ 3. Description of fixed and variable components of remuneration of Management Board members.

1. The total remuneration of a member of the ENEA S.A. Management Board is composed of a fixed part, which constitutes the monthly base salary (Fixed Remuneration) and a variable part, which constitutes the supplementary remuneration for the Company's financial year (Variable Remuneration).
2. The amount of the monthly Fixed Remuneration of Management Board members is set by the Supervisory Board, while taking into account the remuneration rules adopted by a General Meeting resolution, where:
 - a) Fixed Remuneration of the President of the Management Board will be set as an amount within the range from seven to fifteen times the calculation basis referred to in the Act of 9 June 2016 on rules for setting the remuneration of persons managing certain companies, detailed provisions of law determining its level;
 - b) Fixed Remuneration of the remaining Management Board members will be set as an amount within the range from seven to fifteen times the calculation basis referred to in the Act of 9 June 2016 on rules for setting the remuneration of persons managing certain companies, detailed provisions of law determining its level.
3. Variable Remuneration of Management Board Members depends on the level of fulfillment of the Management Objectives by that Management Board Members and may not exceed 100% of the Fixed Remuneration amount of the Management Board member in the previous financial year.
4. The general catalog of Management Objectives includes:
 - a) achieving the ratios defined by the Supervisory Board, in particular profitability, financial liquidity, management efficiency or solvency ratios,
 - b) achieving or changing production or sales levels;
 - c) the amount of revenues, in particular sales revenues, operating income, revenues from other operating or financial activities;
 - d) reduction of losses, reduction of management or operating costs;
 - e) implementation of a strategy or a restructuring plan;
 - f) implementation of investment projects, while taking into account, in particular, its scale, rate of return, innovation, timely execution;
 - g) a change of the company's market position measured by market share or other criteria or relations with business partners identified as key accounts using specific criteria;
 - h) implementation of the staffing policy and increase in employee engagement.
5. The Supervisory Board is authorized to define precisely the Management Objectives and to set their weights and adopt objective and measurable criteria to measure fulfillment and to settle such Objectives (KPIs) while giving consideration to the following:
 - a) Variable Remuneration is payable to the respective Management Board member after the Management Board Report on the company's activity and the financial statements of the company for the previous financial year are approved and the Management Board member is granted a discharge on the performance of his/her duties by the Shareholder Meeting;
 - b) the criteria to measure fulfillment and to settle Management Objectives should be clear, comprehensive and diversified in terms of financial and non-financial results.
 - i. Non-financial criteria should consider, among others, the public interest and the Company's contribution to environmental protection, which is understood, among others, as:
 - implementation of social programs benefiting local communities or innovation programs;
 - taking action to prevent the negative social effects of the ENEA Group's activities and mitigate their impact if they occur;
 - implementation of activities mitigating the adverse impact of the ENEA Group's activities on the natural environment, including in particular phasing out conventional generation units and

- developing zero- and low-emission units, among others reducing unit CO₂ emissions to the levels assumed in the strategy;
 - striving towards rational management of environmental resources and raw materials used by the ENEA Group;
 - implementation of activities to preserve biodiversity and to ensure sustainability of environmental processes in the ENEA Group's surroundings;
 - undertaking and promoting activities in the area of inter-generational cooperation, diversity management, to create a work environment where employees irrespective of their differences have the opportunity to use their potential fully, where diversity management is understood as purposeful utilization of different points of view, experiences and ideas;
- ii. The criteria for measuring fulfillment and settling Management Objectives may refer in particular to the level of financial results achieved by the Company/ENEA Group and evaluation of cooperation between the Company's Management Board and the Supervisory Board Chairperson;
- c) payment of a portion of Variable Remuneration may be deferred for a period no longer than 36 months, depending on the fulfillment of conditions by the specified time limit in accordance with the adopted Management Objectives; then such portion of Variable Remuneration may be paid in full or in part at the end of the settlement period,
- d) Variable Remuneration is calculated on a pro rata basis, based on the number of days when the Management Board members provided services in a given financial year.
- e) the Supervisory Board confirms satisfaction of the conditions for receiving Variable Remuneration for individual Management Board members for whom Management Objectives have been set for the financial year and who performed the functions in the financial year being assessed, specifying the amount due on the basis of the financial statements reviewed by auditors and other documents, depending on the Objectives.
- 6. ENEA S.A. will have a claim for a refund of the Variable Remuneration paid out if, after its payment, it is demonstrated that the amount has been awarded to the Management Board member based on data that turned out to be false.
- 7. Expiration of a mandate, which is evaluated in terms of achievement of the Management Objectives does not trigger forfeiture of the right to Variable Remuneration as stipulated in 3-5 above, provided that the period of performance of the function in the ENEA S.A. Management Board during the financial year in question was longer than three (3) months or, if the Management Board member during the financial year in question also performed a function in the management board of a Material Subsidiary of ENEA S.A. within the meaning of § 40 sec. 5 of the Articles of Association of ENEA S.A. (Material Subsidiary) and the member's total continuous period of performing the function in the Management Board of ENEA S.A. and in the management board of the Material Subsidiary during the financial year in question was longer than three (3) months and during the financial year in question the Management Board member did not acquire the right to variable remuneration in the Material Subsidiary.
- 8. A Management Board member may not receive remuneration for performing the function of a member of a corporate body in the Company's subsidiaries within its group as defined in Article 4 Item 14 of the Act of 16 February 2007 on competition and consumer protection.
- 9. The Supervisory Board may define the scope and rules for providing Management Board members with technical devices and resources constituting the Company's property, which are required to perform the function and may set the limits or adopt a method to set the limits of costs that the Company incurs in connection with provision and use of the devices and resources by the Management Board member for business purposes.
- 10. The Supervisory Board may sign with a Management Board member a no-compete agreement effective after he/she ceases to perform the function, however it may be signed only if the Management Board member has performed the function for at least six (6) months and the compensation amount for each month of the no-compete undertaking may not exceed 100% of the monthly fixed remuneration received by the Management Board member before he/she ceased to perform the function.
- 11. The no-compete agreement may not be signed with a Management Board Member after dissolution or termination of the management services agreement.
- 12. The no-compete period may not exceed 6 months after the Management Board member ceases to perform the function.

13. In the event of non-performance or improper performance of the no-compete agreement by a Management Board member he/she will pay the Company a contractual penalty, which will not be lower than the compensation amount payable for the entire no-compete period.

CHAPTER 5. Measures taken to avoid or manage conflicts of interest related to remuneration policy.

§1.

1. A conflict of interest is a situation, in which a real conflict arises between private interests and official interests of a Management Board member or a Supervisory Board member, or a situation, in which the activity of a Management Board member or a Supervisory Board member may have an adverse effect on his/her impartiality or neutrality in the future (Conflict of Interest).
2. With respect to the issues regulated by this Policy, Conflict of Interest prevention is supported by the allocation of powers to set the remuneration amount as set forth in Art. 378 and 392 of the Commercial Company Code, taking into account the provisions of Chapters 3 and 4 of this Policy.
3. In connection with their appointment as members of the management or supervisory body, Management Board members and Supervisory Board members are obliged to provide the Company with representations used to identify the likely occurrence of a Conflict of Interest.
4. A Management Board member or a Supervisory Board member who identifies a Conflict of Interest that is likely to arise with respect to the issues regulated by this Policy is obliged to report his/her comments to the Supervisory Board Chairperson. If the Conflict of Interest relates to the Supervisory Board Chairperson, the notification is made to the Supervisory Board Deputy Chairperson. If a Conflict of Interest is identified, the member of the body is obliged to refrain from taking the floor in a discussion and from voting on a resolution, in which the Conflict of Interest has arisen.
5. The agreement signed with a Management Board member contains an obligation for the Management Board member to report his/her intention to perform a function in corporate bodies of another commercial company, purchase its shares or obtain consent from the Supervisory Board for the above and may contain a ban against the performance of functions in corporate bodies of any other commercial company or introduce other limitations on activities of the Management Board member.
6. If the report referred to in sec. 4 is received, the Supervisory Board commences a procedure in order to update the Policy in accordance with Chapter 2 hereof in order to eliminate or prevent the occurrence of the identified Conflict of Interest.

CHAPTER 6. Final provisions.

§1.

1. This Policy is adopted pursuant to Resolution No. 24 of the General Meeting of ENEA S.A. of 30 July 2020.
2. This Policy comes into force with effect as of 30 July 2020 and from that date it is applicable to the payment of remuneration to Management Board and Supervisory Board members.
3. The Policy is not applicable to the payment of remuneration, to which the persons subject to this Policy acquired rights before its effective date.