



## **PIRAEUS PORT AUTHORITY S.A.**

### **REMUNERATION POLICY**

**(Article 110 par. 2 of Law 4548/2018)**



**AUGUST 2023**

## TABLE OF CONTENTS

1. GENERAL.....	3
2. SUBJECT MATTER, SCOPE, PURPOSE AND BASIC PRINCIPLES OF REMUNERATION POLICY .....	4
Subject matter - scope .....	4
Purpose and basic principles .....	4
3. STRUCTURE, TYPE, COMPONENTS OF THE REMUNERATION OF THE MEMBERS OF THE BOARD OF DIRECTORS AND THE DEPUTIES TO CEO OF THE COMPANY .....	6
3.1. General .....	6
3.1.1. Components of the remuneration of the members of the Board of Directors of the Company.....	6
3.2. Remuneration of Board of Directors Executive Members .....	8
3.2.1. Fixed remuneration .....	8
3.2.2. Variable remuneration .....	9
3.3. Remuneration of Non-Executive and Independent Non-Executive Members of the Board of Directors .....	11
3.3.1. Type of remuneration .....	11
3.3.2. Determination of "significant remuneration or benefits" for the Independent Non-Executive Members of the Company's Board of Directors (article 9 par. 2 point a of L. 4706/2020) .....	12
3.4. Remuneration of the Company's General Managers.....	13
3.5. Remuneration overview .....	14
4. CONTRACTS OF BD's MEMBERS WITH THE COMPANY .....	16
5. DEROGATIONS.....	16
6. MEASURES FOR THE AVOIDANCE AND MANAGEMENT OF INTERESTS CONFLICTS .....	17
7. COMPILATION, DURATION, REVISION AND APPROVAL OF THE REMUNERATION POLICY .....	17
8. REMUNERATION REPORT .....	19
9. Appendix .....	20

**REMUNERATION POLICY**  
**OF THE COMPANY "PIRAEUS PORT AUTHORITY S.A."**  
**(Article 110 par. 2 of Law 4548/2018, as in force)**

**1. GENERAL**

For the compliance of "PIRAEUS PORT AUTHORITY SA" (hereinafter the "**Company**") with the legislative and regulatory framework governing its operation, as in force, is submitted to the Company's Board of Directors in order to be forwarded for final approval by the Ordinary General Assembly of Shareholders, the present proposed remuneration policy provided for by article 110 of Law 4548/2018 (hereinafter "Remuneration Policy").

The proposed Remuneration Policy, if approved by the Ordinary General Assembly of the Company's shareholders, is valid for the financial years 2023 - 2026, unless the General Assembly during this period decides to amend it, in accordance with the provisions of article 100 par. 2 of Law 4548/2018.

The Remuneration Policy is interpreted and applied in accordance with the provisions of the institutional framework governing companies that have listed their shares on a regulated market, in particular:

- a) L.4548/2018,
- b) L.4706/2020,
- c) the Corporate Governance Code adopted and implemented by the Company (Greek Corporate Governance Code, issued by the Greek Corporate Governance Council of June 2021),
- d) the relevant circulars of the Hellenic Capital Market Commission and
- e) the best corporate governance practices.

The Remuneration Policy is available on the Company's website, at least for as long as it is in effect.

## **2. SUBJECT MATTER, SCOPE, PURPOSE AND BASIC PRINCIPLES OF REMUNERATION POLICY**

### **Subject matter - scope**

The Remuneration Policy is part of the Company's corporate governance system and governs and regulates the remuneration:

- of the members of Company's Board of Directors, and
- of the Deputies<sup>1</sup> and the Assistants to CEO of the Company.

### **Purpose and basic principles**

The purpose of this Policy is to ensure that the Company remunerates its Board members in line with its short-term and long-term business plan, so that it continues to create value for customers, shareholders, employees and the Greek economy.

The Remuneration Policy is intended and designed to ensure that the remuneration system provided for therein (in respect of all individual beneficiaries and remuneration components):

- a) is simple and transparent in its structure, so that it can be easily implemented,
- b) is easily monitored,
- c) is taking into account the current economic conditions and performance of the Company, which in turn is compared with the performance of companies in the same wider sector of the port industry,
- d) is governed by the principle of paying reasonable and fair, remuneration for each position, based on the responsibility degree and the scope of competencies and duties of the position in question,
- e) is not encouraging, the taking of excessive and unjustified risks by the beneficiaries of the remuneration on behalf of the Company and, therefore, also prevents the creation of conflicts of interests between the persons concerned and the Company,
- f) is preventing the creation of conflict situations between the interests of the persons in question and those of the Company,
- g) is contributing so that the lower level executives of the Company benefit proportionately from the variable component,
- h) is ensuring that the cost of its implementation is reasonable in relation to the company's total turnover.

In the context and for the purposes of the review and any revision of the Remuneration Policy, are examined the levels and the general structure of the

---

<sup>1</sup> irrespective of whether they are members of the Company's Board of Directors or not

remuneration and the salary and working conditions of the Company's employees as well as the data and developments of the labor market, by mainly taking into account that:

- the contribution and impact of the Executive Members of the Board of Directors, as a consequence of their responsibilities and duties and competencies, on the Company's performance and financial results differ and are greater than those of its other employees and, accordingly, the structure of the remuneration of the Board of Directors' Executive Members is differentiated from that of its other employees;
- the remuneration of the Non-Executive Members of the Board of Directors, due to their different roles, duties and responsibilities and their contribution to the performance and financial results of the Company, is not comparable to the remuneration of the Executive Members of the Board of Directors and other employees; and
- the remuneration of the Top Management, DCEO's and Assistant CEO's due to their different level of Hierarchy, role, duties and responsibilities and their contribution to the performance and financial results of the Company, is not comparable to the remuneration of the Non-Executive Members of the Board of Directors and other employees.

### **3. STRUCTURE, TYPE, COMPONENTS OF THE REMUNERATION OF THE MEMBERS OF THE BOARD OF DIRECTORS AND THE DEPUTIES / ASSISTANTS TO THE CEO OF THE COMPANY**

#### **3.1. General**

The remuneration structure (type/components) of the members of the Board of Directors and the Deputies / Assistants to CEO of the Company is determined by the Company and varies per category of the Board of Directors member and per remuneration component, as well as per the specific role they undertake. An explanation of how total remuneration complies with this Remuneration Policy is provided in the Company's annual Remuneration Report (article 112 par. 2 point a) of L.4548/2018).

#### **3.1.1. Components of the remuneration of the members of the Board of Directors of the Company**

According to the law, the members of the Company's Board of Directors are divided into Executive, Non-Executive and Independent Non-Executive.

The remuneration of the members of the Board of Directors of the Company, depending on the status of each member according, may include one or more of the following components:

##### **3.1.1.1. Fixed remuneration**

Fixed remuneration may include one or more of the following types of remuneration:

3.1.1.1.1. Fixed (flat) compensation for participation in the Board of Directors and its Committees as well as their meetings and proceedings in general.

They consist of annual fixed / flat remuneration for the participation of all Board members in the meetings of the Company's Board of Directors and the meetings of the respective committees of the Board of Directors (Audit Committee, Remuneration and Nomination Committee, etc.).

This fixed (flat) financial compensation for participation in the Board of Directors and, where applicable, in its Committees, is paid in accordance with the law (article 109 par. 1 and 4 of Law 4548/2018) and this Remuneration Policy, following a decision of the annual Ordinary General Assembly<sup>2</sup> of the Company's shareholders (following a relevant recommendation by the

---

<sup>2</sup> that may also authorize an advance payment of such remuneration for the time period until the next Ordinary General Assembly, subject to its approval by the next Ordinary General Assembly

Company's Board of Directors, which is prepared after taking into account a relevant proposal of the Company's Remuneration Committee).

The said fixed remuneration of the Board of Directors members is mainly proportional to the time that the members dedicate to the Company in the above- mentioned context, depending on the status of each of them. In particular, for the preparation of the relevant recommendation by the Remuneration Committee and the proposal of the Company's Board of Directors to the General Assembly of Shareholders, the following are taken into account:

- a) The prevailing level of remuneration, in the market and, in particular, the corresponding practice of companies of a similar and comparable size to the Company in terms of business scope and economic size.
- b) The time that the members of the Board of Directors are required to spend in the performance of their duties, depending on the status of each of them.
- c) The need to find members of the Board of Directors who have skills, abilities, knowledge and experience for the position of Board of Directors member.

3.1.1.1.2. Salary for the performance of organic duties. Applies exclusively to Executive Members of the Board of Directors and to the Company's Deputies / Assistants to CEO.

3.1.1.1.3. Coverage of relocation costs and rental fee

Applies exclusively to those having employment relationship with the Company and need to have daily physical presence in the Company's premises (Executive Members of the Board of Directors and Deputies / Assistants to the CEO) initially residing either abroad or outside the Region of Attica, and who, due to the assignment of duties of the above positions, settle in the region of the Company's headquarters.

3.1.1.1.4. Additional benefits in kind such as:

- use of company car (granted to the Executive members of the Board of Directors as well as the Deputies / Assistants to CEO),
- liability insurance for members of the Board of Directors,
- life insurance and hospital care scheme (also offered to all employees of the Company)

3.1.1.1.5. Business costs/expenses.

### **3.1.1.2. Variable remuneration**

It only applies to Executive Members of the Board of Directors and to Deputies / Assistants to CEO.

As a reward and recognition of the contribution of members of the Board of Directors to the achievement of excellent financial results that lead to a simultaneous increase in value for shareholders, variable additional compensation for members of the Board of Directors may be approved by the General Assembly of Shareholders, following a relevant proposal of the Company's Board of Directors, which is drawn up after taking into account the relevant proposal of the Remuneration Committee.

Variable remuneration may include one or more of the following types of remuneration:

3.1.1.2.1. Short-Term Variable Remuneration Plan<sup>3</sup>, through the participation in the corporate financial year's profits.

3.1.1.2.2. Long-term Variable Remuneration Plan.

Currently, the Company is implementing<sup>4</sup> a Long-Term Incentive Bonus Plan (attached as an Appendix to this remuneration policy), which motivates and rewards the implementation of the long-term business strategy and the achievement of performance goals.

It is clarified that, the variable remuneration system of PPA SA does not include participation in profits or distribution of shares in the form of options.

## **3.2. Remuneration of Board of Directors Executive Members**

The remuneration of Executive Members is divided into fixed and variable. The amount of the remuneration and its structure is linked and designed so that, by attracting and retaining competent, qualified, experienced and committed executives, it serves primarily the creation of long-term value for the Company. In particular:

### **3.2.1. Fixed remuneration**

Fixed remuneration reflects the education background, training, experience, skills, responsibility and the functional requirements of the position (knowledge of the work object, negotiating skills, professionalism, business acumen). Fixed remuneration may include one or more of the following remuneration types:

#### **3.2.1.1. Fixed (flat) compensation for participating in the Board of Directors (meetings and its proceedings in general)**

---

<sup>3</sup> The Company has not yet implemented a Short-term Variable Remuneration Plan for the persons included in this policy.

<sup>4</sup> Pursuant to a General Assembly (Sept. 2019) relevant decision

Paid pursuant to the stipulations of 3.1.1.1.1.

### **3.2.1.2. Salary for the performance of organizational duties**

It is paid on the basis of an employment relationship for the performance of organizational duties arising from the beneficiary's relationship/position as an Executive Member of the Company's Board of Directors, in accordance with the law (article 109 par. 1 of L.4548/2018), the provisions of the Company's Articles of Association (article 26) and the present Remuneration Policy.

### **3.2.1.3. Coverage of relocation costs and rental fee**

It is paid in accordance with the provisions of term 3.1.1.1.3.

### **3.2.1.4. Additional benefits in kind**

Indicatively:

- use and movement costs of a company car,
- liability insurance for the members of the Board of Directors.
- life insurance and hospital care scheme.

### **3.2.1.5. Business costs / expenses**

Indicatively: travel / accommodation expenses, which are required and carried out in the context of the performance of the duties of the Executive Members of the Company's Board of Directors.

## **3.2.2. Variable remuneration**

The annual variable remuneration is determined and granted with the primary criterion being the Company's financial performance, combined with the individual performance of the recipients of the remuneration. The relevant fees are granted based on criteria taking into account the degree of achievement of goals, set in combination at individual and corporate level, providing incentives for the achievement of individual performance, but also for the benefit of the Company's performance. In this way, the annual variable remuneration aligns the interests of the beneficiaries of the remuneration with the interests of the Company.

When and if the financial situation of the Company so permits, and always at its discretion, may be granted one or more of the following types of remuneration:

### **3.2.2.1. Short-term Variable Remuneration Plan**

Annual variable remuneration may consist remuneration consisting of profit sharing in the financial year which is paid in accordance with Article 109 par. 2

of L.4548/2018, article 21 par. 2 of the Company's Articles of Association and the provisions of this Remuneration Policy, following a resolution of the annual Ordinary General Assembly of the Company's shareholders that approves the total amount of remuneration to be distributed from the profits (upon the relevant recommendation of the Company's Board of Directors, which is prepared after taking into account a relevant proposal of the Company's Remuneration Committee).

### **3.2.2.2. Long-term Variable Remuneration Plan**

It is paid in accordance with the pre-existing (Sept. 2019) Remuneration Policy based on the terms of the Long-Term Incentive<sup>5</sup> Bonus Plan, a full description of the terms of which is attached as an Appendix to this remuneration policy.

### **3.2.2.3. Criteria, objectives and performance setting process**

The objectives and performance criteria at corporate and individual level and their weighting for the determination of the annual variable remuneration are determined, upon recommendation by the Company's Remuneration Committee, for each financial year in accordance with the Company's business strategy.

At the end of each financial year, the Company's Remuneration Committee evaluates the performance achieved against these targets.

An explanation of how the performance criteria are applied is set out in the Company's annual Remuneration Report (article 112 par. 2 point a) of L.4548/2018).

The purpose of the long-term variable remuneration plan is to provide incentives to the Executive Members of the Board of Directors to contribute to the achievement of the Company's sustainable performance in the long run, in line with the interests of the Company and its key stakeholders, as well as to reward the implementation and enforcement of the Company's business strategy.

For the vesting of the relevant remuneration, the performance achieved by the Company, based primarily on financial criteria and, secondarily, on non-financial criteria, in relation to the corresponding budgeted performance set as a target, pursuant to the Company's business plan, as adjusted, for each financial year of the above three-year period, is taken into account.

---

<sup>5</sup> Until 31.12.2022, the intended awardable "units" connected to the specific program have not been awarded due to non-achievement of the combined performance targets.

#### **3.2.2.4. Deferral of payment / variable remuneration clawback by the Company**

The Board of Directors may decide to apply deferral or clawback arrangements up to 100% of variable remuneration regardless of the method of payment. For clawback the Company may apply the arrangements after the payment or vesting of the variable remuneration. This procedure results in a reduction in variable remuneration.

The criteria include, but are not limited to, evidence of misconduct or serious fault of a person which is subject to this Remuneration Policy, which caused significant financial loss or damage, serious deterioration of the Company's performance and significant negative impact or damage to the Company's reputation, as well as regulatory sanctions due to misconduct of the person subject to this Remuneration Policy.

##### **a) Deferral of variable remuneration**

In the event that the Company's financial situation deteriorates significantly, especially in cases where the smooth continuation of its activities becomes uncertain, the payment of the planned variable remuneration may be deferred, fully or partially.

If the individual performance level of the person who is subject to this Remuneration Policy is deemed to be inadequate then, following a recommendation by the Human Resources Department in cooperation with the Remuneration Committee and a resolution of the Board of Directors, the payment of any deferred variable remuneration for the year may be cancelled.

##### **b) Variable remuneration Clawback**

In cases where it is found that through fraud or other equally serious cause, the Company has been misled by a person subject to this Remuneration Policy into granting variable remuneration, the Board of Directors may take all legal remedies to cancel or recover/refund any short term or long-term variable remuneration paid.

### **3.3. Remuneration of Non-Executive and Independent Non-Executive Members of the Board of Directors**

#### **3.3.1. Type of remuneration**

The Non-Executive and Independent Non-Executive Members of the Board of Directors of the Company, who are involved in the general promotion of corporate affairs, exercise the duties provided for by article 7 of I. 4706/2020 and are not engaged in the day-to-day management of the Company, are paid fixed / flat remuneration for their participation in meetings of the Company's

Board of Directors and its Committees, in accordance with the provisions of clause 3.1.1.1.1.

The Non-Executive and Independent Non-Executive Members of the Company's Board of Directors do not receive variable remuneration, in order to avoid any conflict of interest when expressing their opinions and voting during decision making by the Company's Board of Directors.

The Independent Non-Executive Members of the Company's Board of Directors do not receive any remuneration whatsoever, other than for their participation in the Board of Directors or its Committees, as mentioned below under 3.3.2, subject to any costs / expenses and additional benefits in kind as set out in the next two paragraphs.

In addition, the Company may reimburse reasonable business expenses incurred by the Non-Executive and Independent Non-Executive Members of the Company's Board of Directors in the performance of their duties. Such expenses include, but are not limited to, travel and accommodation expenses for attending meetings of the Company's Board of Directors, its Committees and other business activities of the Company, which are reimbursed in accordance with the Company's expense policy applicable from time to time.

Furthermore, the Company may grant to the Non-Executive and Independent Non-Executive Members of the Board of Directors liability insurance.

### **3.3.2. Determination of "significant remuneration or benefits" for the Independent Non-Executive Members of the Company's Board of Directors**

The Independent Non-Executive Members of the Company's Board of Directors may not receive any significant remuneration or benefit, or participate in a stock option scheme or any other performance-related remuneration or benefit scheme, other than remuneration for their participation in the Board of Directors or its committees.

The criteria on the basis of which the concept of "significant remuneration or benefit" is defined in this Remuneration Policy, in accordance with the provision of Corporate Governance Legislation for Société Anonyms ( Law 4706/2020), and the respective circulars of the Hellenic Capital Market Commission read as follows:

#### **A) Quality Criteria**

The concept of significant remuneration or benefit is determined by quality criteria, which are linked to the principle of proportionality, based on the size of

the Company and its activities. In particular, the following quality criteria shall be taken into account in defining the concept of significant remuneration or benefit:

- The absence of any link or other type of connection between such remuneration or benefit and the short-term financial performance of the Company and its short-term objectives.
- The lack of connection or other kind of connection of the remuneration or provision in question with the general results of the Company.
- The remuneration or benefit must not be such as to create a strong incentive for the Board member to achieve short-term corporate objectives that may increase the Company's exposure to risks.

## **B) Quantity Criteria**

Along with the above quality criteria, the Company also takes into account specific quantity criteria for the definition of the concept of significant remuneration or benefit. Specifically, total remuneration, compensation and benefits of any kind (including the annual fixed remuneration for participation in the Company's Board of Directors and/or its Committees) paid by the Company to a member of its Board of Directors, which exceed annually per person, a rate of 50% of the annual fees received by the Independent Non-Executive Members for their participation in the Company's Board of Directors and/or in its Committees, are considered to constitute "significant remuneration or benefits" in the aforementioned meaning. In any case, this remuneration should not create a business or financial dependence of the Board of Directors' member with the Company, within the meaning of article 9 par. 1 of L.4706/2020, which may influence his decisions and independent and objective judgment. To this end, as a secondary and parallel criterion, the periodicity and the amount of the remuneration paid in relation to the overall financial situation of the Board of Directors member shall be taken into account, evaluated on a case-by-case basis by Remuneration Committee.

### **3.4. Remuneration of the Company's DCEO's / Assistants to CEO**

With regard to the remuneration of the Company's Deputies / Assistants to CEO, who have an employment relationship with the Company, the terms of this Remuneration Policy for the payment of remuneration to Executive Members of the Board of Directors (under 3.2 above) are applicable.

### **3.5. Remuneration overview**

In summary, the remuneration structure of the persons covered by this Policy is as shown in the table below:

		<b>EXECUTIVE MEMBERS OF THE BoD</b>	<b>NON-EXECUTIVE MEMBERS OF THE BoD</b>	<b>INDEPENDENT NON-EXECUTIVE MEMBERS OF THE BoD</b>	<b>DEPUTIES / ASSISTANTSTO CEO</b>
<b>REMUNERATION TYPE</b>	<b>1.</b>	<b>Fixed remuneration:</b>	<b>Fixed remuneration:</b>	<b>Fixed remuneration:</b>	<b>Fixed remuneration:</b>
	1.1	Fixed (flat) compensation for participation in the Board of Directors and its individual committees.	Fixed (flat) compensation for participation in the Board of Directors and its individual committees.	Fixed (flat) compensation for participation in the Board of Directors and its individual committees.	
	1.2	Salary for the performance of organizational duties, based on contractual employment relationship			Salary for the performance of organizational duties based on contractual employment relationship.
	1.3	Coverage of relocation costs and rental fee, based on contractual employment relationship			Coverage of relocation costs and rental fee based on contractual employment relationship.
	1.4	Additional benefit in kind (use and movement cost of company car, liability insurance, life insurance and hospital care scheme).	Additional benefit in kind (liability insurance).	Additional benefit in kind (liability insurance).	Additional benefit in kind (use and movement cost of company car, liability insurance, life insurance and hospital care scheme).
	1.5	Business expenses / costs.	Business expenses / costs	Business expenses / costs	Business expenses / costs
	<b>2.</b>	<b>Variable remuneration:</b>	<b>Variable remuneration:</b>	<b>Variable remuneration:</b>	<b>Variable remuneration:</b>
	2.1	Short-Term Variable Remuneration Plan, through the participation in the corporate financial year's profits			Short-Term Variable Remuneration Plan, through the participation in the corporate financial year's profits
	2.2	Long-Term Variable Remuneration Plan, pursuant to the terms of Long-Term Incentive Bonus Plan, as fully presented in the attached appendix.			Long-Term Variable Remuneration Plan, pursuant to the terms of Long-Term Incentive Bonus Plan, as fully presented in the attached appendix.

#### **4. CONTRACTS OF BD's MEMBERS WITH THE COMPANY**

##### **4.1. Term of the Board of Directors Executive Members and Deputies / Assistants to CEO contracts**

The term of the Company's contracts with the Board of Directors' Executive Members and the Deputies / Assistants to CEO will be determined each time, for an indefinite or fixed term, as the case may be, by a resolution of the Board of Directors, following a proposal by the Company's Remuneration Committee.

##### **4.2. Conditions for the termination of contracts of Board of Directors Executive Members and General Managers - notice period & payment of compensation**

In case of termination of the contract with a Board of Directors Executive Member or with a Deputy / Assistant CEO of the Company, the notice periods and the payment of compensation are effected as stipulated by the relevant labor legislation, and/or as contractually determined, and/or as approved by the Board of Directors or the General Assembly of the Company's shareholders, in accordance with the provisions and stipulations of the law on the conclusion of an employment contract with a member of the Board of Directors in force at the time of its conclusion.

The Executive Members of the Company's Board of Directors, in their capacity as such, are not entitled to any lump sum payments or other compensation from the Company for any loss of membership on the Board of Directors.

#### **5. DEROGATIONS**

In exceptional circumstances, a temporary derogation from the present Remuneration Policy is allowed, if the Company's Board of Directors, with a reasoned decision, following the relevant recommendation - opinion of the Company's Remuneration Committee, deems it necessary and provided, however, that the relevant derogation is necessary for the long-term interests of the Company as a whole or for ensuring its viability. The elements of the Remuneration Policy to which the derogation may be applied may consist of the percentages of the fixed remuneration, which are used to calculate the ceiling of variable remuneration of the Board of Directors' Executive Members, that may be set, by way of derogation, at a higher level, indicatively, in order to attract or retain competent executives with excellent performance and contribution to the Company's operations, business or results. The relevant exceptional remuneration is included in the Company's annual Remuneration Report (article 112 of L.4548/2018) which will include relevant information.

## **6. MEASURES FOR THE AVOIDANCE AND MANAGEMENT OF INTERESTS CONFLICTS**

In particular, in order to avoid/prevent the creation and management of potential or actual cases of interest conflicts, among other measures that may be taken in the light of the specific circumstances, the relevant measures defined by the Company's Conflict of Interest Policy are applied, which provide for, indicatively, the following:

- a) The obligation of the Board of Directors' members (pursuant to article 97 par. 1 i) of L.4548/2018) to disclose in a timely and adequate manner to the other members of the Board of Directors their own interests that may arise from transactions of the Company that fall within the scope of their duties, as well as and any other conflict of their own interests with those of the Company, arising during the exercise of their duties.
- b) The obligation of confidentiality.
- c) The obligation of the members of the Company's Board of Directors to disclose any participation in Boards of Directors or any other form of administrative bodies of other legal entities of any nature and scope, as well as any other relationship and/or activity is likely to conflict with the interests of the Company.
- d) The obligation of the members of the Company's Board of Directors to disclose their professional commitments of any kind to other companies, prior to their election to the Board of Directors of the Company.

## **7. COMPILATION, DURATION, REVISION AND APPROVAL OF THE REMUNERATION POLICY**

The Company's Remuneration Policy, as well as any revision/amendment thereof, is prepared and approved by the following procedure:

- a) The Company's Remuneration Committee, in line with the specific provisions of its Operating Regulation, makes recommendations to the Board of Directors regarding the structure of the remuneration covered by the Remuneration Policy and the general parameters of its determination and makes proposals to the Board of Directors regarding the Remuneration Policy, in accordance with article 11 of L.4706/2020.

During the periodic review of the Remuneration Policy, as indicated below, as well as for the compilation of its recommendation to the Board of Directors regarding any revision/amendment to this Remuneration Policy, the Company's Remuneration Committee may cooperate and request information and the general assistance of any competent and involved organizational unit of the Company.

- b) Subsequently, the Company's Board of Directors, based on the above recommendation of the Company's Remuneration Committee, compiles its report - proposal on the Remuneration Policy to the General Assembly of the Company's shareholders. In case of revision of the Remuneration Policy, the report of the

Board of Directors shall describe and explain all changes in the Remuneration Policy.

- c) Thereafter, the Remuneration Policy proposed by the Company's Board of Directors is submitted for approval to the General Assembly of the Company's shareholders, in accordance with par. 2 of article 110 of L.4548/2018. The shareholders' vote on the Remuneration Policy is binding. The relevant resolution of the General Assembly of the Company's shareholders must describe the manner in which the votes and opinions of the shareholders on the Remuneration Policy and the reports have been taken into account since the last vote on the Remuneration Policy at the General Assembly of the shareholders and onwards.

The duration of the approved Remuneration Policy may not exceed four (4) years from the date of its approval by the General Assembly of the Company's shareholders.

In the event of a material change in the circumstances under which the approved Remuneration Policy was established, and in any case every four (4) years from its approval, as well as whenever it is deemed necessary or advisable, the Company's Remuneration Committee shall review the Remuneration Policy and submit a proposal to the Company's Board of Directors, which presents the proposed Remuneration Policy to the General Assembly of the Company's shareholders for approval, in accordance with the procedure above.

In the event that the General Assembly of the Company's shareholders does not approve the proposed new Remuneration Policy, the Company may only continue to pay the remuneration of the Board of Directors members in accordance with the previously approved Remuneration Policy and submit a revised Remuneration Policy for approval at the next General Assembly of the Company's shareholders.

Approval of this Remuneration Policy grants authority to honor any commitments already undertaken by the Company prior to the effective date of this Remuneration Policy.

The approved Remuneration Policy, together with the date and the voting result of the General Assembly of Shareholders as described above, shall be subject to publicity formalities and shall remain available on the Company's website, free of charge, at least for as long as it is in force.

## **8. REMUNERATION REPORT**

According to article 112 of L. 4548/2018, the Company's BoD is obliged to prepare a clear and comprehensive remuneration report, which will include a complete overview of all payments that are governed by the present policy for the last financial year and the elements that are at least required by the above article 112 of L. 4548/2018, as in force each case. The data presented in the Remuneration Report, aim at the provision to the shareholders of comprehensive and accurate information for the total per category remuneration provided according to this policy, i.e. fixed and variable remuneration, as well as for the other benefits, without including personal data, so as to be fully compliant with the GDPR. The remuneration report of the last financial year is submitted for discussion purposes at the Ordinary General Assembly, as an item of the daily agenda. The vote of the shareholders regarding the remuneration report is advisory. The remuneration report will remain available on the Company's website, with no charge, for a period of ten (10) years. Maintaining the remuneration report on the website for a period of more than a decade, is allowed under the condition that the remuneration report does not hereinafter include personal data of members of the board of directors within the meaning of the Regulation (EU) 2016/679 of the European Parliament and Council (L 119/1).

## 9. Appendix

### PPA S.A. Long-Term Incentive Bonus Plan

The Piraeus Port Authority S.A. (“PPA”, or “the Company”) adopts this Long-Term Incentive Bonus Plan (“the Plan”), for the purpose of aligning the interests of employees with those of the Company.

#### 1. Vehicle

With reference to the shares of PPA, the vehicle for the Plan is a certain number of award units (the “Units”), linked to the increase of PPA share price on the Athens Exchange.

#### 2. Beneficiaries

Beneficiaries of the Plan are directors, senior management and other key management and business personnel that have major influence on the performance and continuing operation of PPA (hereinafter, each one of them a “Beneficiary”, and collectively “Beneficiaries”). Accordingly, Beneficiaries are:

1. Directors (excluding Non-Executive Directors and Independent Non-Executive Directors) and senior management, including Chairman of the Board of Directors. CEO, Deputy CEOs, Chief Financial Officer, Assistants to the CEO and Senior Consultants;
2. Department managers (including chief deputy managers, the Secretary of the Board of Directors and the Chairman of the Hellenic Republic Concession Agreement Monitoring Committee), deputy managers, assistant managers.

The total number of Beneficiaries on 31.12.2022 amounted to approximately 4.2% of total employees of PPA as of that date.

#### 3. Total and individual number of Units

The total number of reserved Units of the Plan on 31.12.2022 was three hundred and seventy seven -six thousand and nine hundred units (377,900) and includes for key management personnel that join the Company or promoted to beneficiary positions (as defined below, under 4.1.2.) and until 31 October 2020.

Any key management personnel joining the Company or promoted to beneficiary positions after 31 October 2020 is not benefited from the Plan.

The total number of allocated individual Units is in accordance with each Beneficiary’s level of position is shown below:

<b>Chairman of the BoD</b>		<b>16,900</b>
<b>CEO</b>		<b>16,900</b>
<b>Deputy CEO</b>		<b>14,100</b>
<b>CFO</b>		<b>14,100</b>
<b>Assistant CEO</b>		<b>12,700</b>
<b>Senior Consultant</b>		<b>13,400</b>
<b>Department Manager</b>		<b>10,200</b>
<b>Deputy Department Manager</b>		<b>7,200</b>
<b>Assistant Department</b>		<b>6,700</b>
<b>Subtotal</b>	<b>Up to 56</b>	<b>532,800</b>

#### **4. Value of the Units**

##### **4.1. Value at the award date**

**4.1.1.** The value of each Unit at the respective award date is determined with reference to the fair value of PPA ordinary shares, and shall be equal to no less than the greater of:

- 1) the closing price of PPA ordinary shares on the respective award date;
- 2) the average closing price of PPA ordinary shares over the last five (5) trading days prior to the respective award date; and
- 3) The nominal value of PPA ordinary shares.

**4.1.2.** The award date shall be a PPA shares trading date and shall be determined by the Board of Directors following the approval of the Plan by the General Assembly of Shareholders of PPA.

**4.1.3.** The award date cannot be any date:

- within thirty (30) days before the date of the Board meeting for approving the Company's results for any year, half-year, quarterly or any other interim period; or
- within thirty (30) days before the date of the Board announcing the Company's results for any year, half-year, quarterly or any other interim period; or
- within the period commencing from major deals or other major events that may affect share price being contemplated by the Company to two (2) trading days after public announcement of such events.

**4.1.4.** In case any one of the First or Second Award Date coincides with any of the dates in section 4.1.3., the Board of Directors shall postpone the respective award and shall designate the immediately next eligible award date, under the condition that Units cannot be and shall not be awarded after the third anniversary of the approval of the Plan by the General Assembly of Shareholders of PPA.

##### **4.2. Value at redemption date**

**4.2.1.** The value of Units at all redemption dates shall be the highest closing price of PPA ordinary shares in the period between 1<sup>st</sup> August and 30<sup>th</sup> September of the respective year when redemption is scheduled according the Redemption Schedule of section 6. below, on the conditions that:

1. PPA annual report has been released;
2. individual appraisals of the Beneficiaries have been approved by the administration board of PPA; and
3. the results of benchmarking group have been obtained by the Company.

**4.2.2.** The redemption amount to be paid each time to the Beneficiaries is calculated as follows:

Total number of Units \* (value of one Unit at redemption date – value of one Unit at award date).

#### **5. Effective Period**

The Plan shall be effective upon its adoption by the General Assembly of Shareholders of PPA. Unless terminated in advance by the General Assembly of Shareholders of PPA or according to its terms, the Plan shall expire upon the last redemption of Units to the Beneficiaries, in accordance with the Redemption Schedule of section 6. below.

## 6. Block Period and Redemption Schedule

6.1. The block period for the Units in this Plan is 24 months after each award date, during which Units awarded at such award date cannot be redeemed.

6.2. Upon fulfillment of the performance criteria attached to the plan, the Units shall be redeemed at dates in accordance with the following redemption schedule:

6.2.1. Tranche 1 redemption date: 33% of the total number of Units shall be redeemed on the first business day following the second (2<sup>nd</sup>) anniversary of the First Award Date;

6.2.2. Tranche 2 redemption date: 33% of the total number of Units shall be redeemed on the first business day following the third (3<sup>rd</sup>) anniversary of the First Award Date;

6.2.3. Tranche 3 redemption date: the remaining number of Units shall be redeemed on the first business day following the fourth (4<sup>th</sup>) anniversary of the First Award Date.

6.3. Under the condition that the performance criteria at redemption date have been met, Units that have not been redeemed due to the fact that their value at redemption date was equal to or lower than their value at award date, will not be cancelled and will be redeemed at the immediately following redemption date at which their redemption value will be higher than their award value. Accordingly, Units that have not been redeemed for this reason in accordance with section 6.2. above, can be redeemed on the first business day following the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) anniversary of the First Award Date, it being understood that no redemption shall take place after the seventh (7<sup>th</sup>) anniversary of the First Award Date.

## 7. Performance Criteria

7.1. The redemption of Units will be subject to the attainment of pre-determined company and individual performance criteria.

### 7.1.1. Company performance criteria

The Company performance indicators are Return on Equity (ROE), Revenue Compound Annual Growth Rate (Revenue CAGR) and Economic Value Added (EVA). In respect of ROE and Revenue CAGR, the performance is measured in comparison to the respective indicators of the benchmarking group attached in the Appendix. The benchmarking group selection criteria are core business segment, geographic location, business scale and shareholding and management structure similar to PPA's.

	First Tranche	Second Tranche	Third Tranche
Return on Equity (ROE)	The ROE of PPA in the fiscal year before redemption (i.e. 2020) is no less than 15.0%, and not lower than the 75th percentile of the benchmarking group's	The ROE of PPA in the fiscal year before redemption (i.e. 2021) is no less than 15.2%, and not lower than the 75th percentile of the benchmarking group's	The ROE of PPA in the fiscal year before redemption (i.e. 2022) is no less than 15.4%, and not lower than the 75th percentile of the benchmarking group's

	First Tranche	Second Tranche	Third Tranche
Revenue CAGR	The Revenue CAGR against fiscal year 2018 in the fiscal year before redemption (i.e. 2020) is no less than 9.3%, and not lower than the 75th percentile of the benchmarking group's	The Revenue CAGR against fiscal year 2018 in the fiscal year before redemption (i.e. 2021) is no less than 9.8%, and not lower than the 75th percentile of the benchmarking group's	The Revenue CAGR against fiscal year 2018 in the fiscal year before vesting (i.e. 2022) is no less than 10.1%, and not lower than the 75th percentile of the benchmarking group's
EVA	The EVA in the fiscal year before redemption (i.e. 2020) meets the target set by the BoD upon budget approval for such fiscal year and positive $\Delta$ EVA ( $\Delta$ EVA=current year EVA-previous year EVA) is achieved	The EVA in the fiscal year before redemption (i.e. 2021) meets the target set by the BoD upon budget approval for such fiscal year and positive $\Delta$ EVA ( $\Delta$ EVA=current year EVA-previous year EVA) is achieved	The EVA in the fiscal year before redemption (i.e. 2022) meets the target set by the BoD upon budget approval for such fiscal year and positive $\Delta$ EVA ( $\Delta$ EVA=current year EVA-previous year EVA) is achieved

### 7.1.2. Individual Performance criteria

In addition to the Company performance criteria above, for each Beneficiary, the redemption of such Beneficiary's Units is subject to the attainment of the below criteria, as such are determined by the Beneficiary's personal performance assessment result, which is based on the appraisal system of the Company, as in force at the date of appraisal:

7.1.2.1. Personal performance result at or higher than 75%, all Units will be redeemed;

7.1.2.2. Personal performance result at or higher than 60% but lower than 75%, 80% of the Units will be redeemed;

7.1.2.3. Personal performance result lower than 60%, none of the Units will be redeemed.

**7.2.** The performance criteria shall not be modified in any way, except in extraordinary situations such as the delisting or change of core business segment of peer companies of the benchmarking group. Under such circumstances, the BoD is entitled to modify the indicators so that the performance criteria remain substantially identical to the performance criteria determined in paragraph 7.1. above.

## 8. Taxation

**8.1.** The amounts received from this Plan are subject to personal income tax and to all other applicable tax laws (including social security contributions deductions, according to Greek Law).

**8.2.** According to applicable laws and regulations, the Company has the right to deduct taxes from the bonus payable to Beneficiaries under this Plan.

**8.3.** Beneficiaries are liable to personal income tax or/and other taxes for the bonus received from the Plan according to applicable laws and regulations.

## 9. Conditions of the Plan

Participation in the Plan is subject to the following conditions:

**9.1. Non-Transferability:** The Units may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Beneficiary.

**9.2. No Misconduct:** Beneficiaries must avoid misconduct which is materially injurious to the interests of the Company, including breaching of the block period. In case of such misconduct, part or all of the Units of the Beneficiary, redeemed or not, shall be cancelled, and the Company may have recourse to the bonus already received by the Beneficiary.

**9.3.** Units will be redeemed only to Beneficiaries who will have remained in the Company for the entire calendar year (01 January to 31 December) to which the personal performance assessment relates.

## **10. Special Circumstances**

### **10.1. Special circumstances relating to the Company**

In case of changes in the share capital of the Company, the number and value of the Units at each award date will change accordingly.

### **10.2. Special circumstances relating to Beneficiaries**

10.2.1. Provided all conditions of the Plan are met, the redemption of Units is not affected by a subsequent transfer of a Beneficiary to a parent company of PPA or other subsidiaries of such parent company.

10.2.2. For exceptional cases where the employment contract of a Beneficiary is terminated before the completion of the entire calendar referred in clause 9.3 above for reasons such as retirement, death, disability or loss of full capacity for civil conduct, such Beneficiary shall be assessed for the shorter period of his/her employment and related Units may still be redeemed, provided all other performance criteria and conditions of the Plan are met. In case of death, the Units will be redeemed to the Beneficiary's legal heirs, according to Greek Law.

10.2.3. If the employment contract of a Beneficiary is terminated due to underperformance or illegal acts, all un-redeemed Units will be cancelled, and the Beneficiary will not be entitled to redemption thereof.

10.2.4. If a Beneficiary is transferred to other positions in the Company, entitlement to redemption of the Units according to the Plan remains unchanged.

10.2.5. In any other special circumstances than those listed above, the Board of Directors is authorized to decide the fair and appropriate treatment, based on principles consistent with the above.

## **11. Amendment and termination of the Plan**

**11.1.** The General Assembly of Shareholders of PPA, as the governing body of the Company, considers and approves the Plan. Should any provisions of the Plan conflict with applicable laws and regulations, the Plan shall be governed and construed in accordance with the applicable laws and regulations. Any material changes to the provisions of the Plan must be approved by the General Assembly of Shareholders.

**11.2.** The General Assembly of Shareholders authorizes the Board of Directors for the administration of the Plan, including the implementation, non-material revision of the Plan and (if necessary) the approval application to regulators.

**11.3.** The Board of Directors is authorized to amend the terms of the Plan as necessary:

- in order to conform to laws and regulations applicable each time;
- in order to preserve the appropriateness of the benchmarking group, including right to substitute or delete peer companies in extraordinary situations, such as delisting from stock exchange or change of core business of such peer companies.

**11.4.** The General Assembly of Shareholders of PPA may terminate the Plan before its expiry and decide whether Units already awarded will be redeemed or not.

**Appendix: Benchmarking group for company performance conditions**

<b>Stock Code</b>	<b>Company Name</b>
0NBI.L	HAMBURGER HAFEN
GPH.L	GLOBAL PORTS HOLDING PLC
71FG.L	NOVOROSSIYSK COMMERCIAL SEA PORT
DPW.L	Dp World Ltd
NS8U.SG	Hutchison Port Holdings Trust
OLTH.AT	Thessaloniki Port Authority
SUH.L	Sutton Harbour Group plc
PSA	PSA International Pte Ltd
PPA	Philippine Ports Authority
1199.HK	COSCO SHIPPING Ports Limited
0152.HK	Shenzhen International Holdings Limited
2880.HK	Dalian Port (PDA) Company Limited
3378.HK	Xiamen International Port Co.,Ltd
600018.SH	Shanghai International Port (Group) Co., Ltd
601018.SH	Ningbo Zhoushan Port Company Limited
600317.SH	Yingkou Port Liability Co.,Ltd
000582.SZ	Beibu Gulf Port Co., Ltd.
001872.SZ	China Merchants Port Group Co., Ltd.
600017.SH	Rizhao Port Co.,Ltd.
601008.SH	Jiangsu Lianyungang Port Co.,Ltd.

### Table of History Amendments of PPA SA Remuneration Polity

<b>Version</b>	<b>Date</b>	<b>Description of Changes</b>
<b>1.0</b>	<b>28.06.2019</b>	
<b>2.0</b>	<b>23.09.2019</b>	Amendment of Remuneration Policy, following the incorporation of PPA S.A. Long-Term Incentive Bonus Plan, according to the decision of the Extraordinary General Assembly of Shareholders.
<b>3.0</b>	<b>02.08.2023</b>	Revision of Remuneration Policy due to its imminent expiration, according to the decision of the Ordinary General Assembly of Shareholders.