

**REMUNERATION POLICY
OF MEMBERS OF THE MANAGEMENT BOARD
AND THE SUPERVISORY BOARD
OF GLOBE TRADE CENTRE S.A.**

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1. DEFINITIONS:

Articles of Association	means the articles of association of the Company;
Commercial Companies Code or CCC	means the Act of 15 September 2000 – commercial companies code;
Company	means Globe Trade Centre S.A. with its registered office in Warsaw;
General Meeting of the Shareholders	means the general meeting of the shareholders of the Company;
Group	means a capital group of entities of which the Company is part, within the meaning of the Act of 29 September 1994 on accounting;
Management Board	means the management board of the Company;
Peer Group	means the group of comparable listed real estate companies, the composition of which for the first full financial year following the entry into force of this Remuneration Policy is set out in § 4 of this Remuneration Policy and which is reviewed annually by the Supervisory Board and disclosed in the Remuneration Report, against which the relative total shareholder return of the Company's shares is measured for the purposes of Variable Remuneration, as further specified in § 4 of this Remuneration Policy;
Phantom Shares	means phantom shares of the Company offered to the key executives within the Phantom Share Programme;
Phantom Share Programme	means the Phantom Shares programme adopted by the Company or any equivalent long term incentive programme;
Public Offering Act	means the Act of 29 July 2005 on public offering, conditions governing the introduction of financial instruments to organised trading, and on public companies;
Remuneration Committee	means the remuneration committee of the Supervisory Board;
Remuneration Policy	means this remuneration policy of members of the Management Board and the Supervisory Board;
Remuneration Report	means a remuneration report prepared in accordance with Art. 90g of the Public Offering Act;
Supervisory Board	means the supervisory board of the Company;
TSR	means total shareholder return, calculated as the percentage change in the share price over the measurement period, increased by

dividends (if any) paid during that period, expressed as a percentage of the share price at the beginning of the measurement period;

WSE means the Warsaw Stock Exchange (Giełda Papierów Wartościowych w Warszawie S.A.);

Variable Remuneration means the variable components of remuneration of members of the Management Board, granted on the basis of the rules established by the Supervisory Board pursuant to § 4 of this Remuneration Policy, which may include in particular an annual performance bonus, long-term and short-term incentives, retention bonuses, sign-on bonuses, awards under the Phantom Share Programme and other forms of bonuses as further described in this Policy.

ARTICLE I
GENERAL PROVISIONS

§ 1. Description and objectives of the Remuneration Policy

1. The General Meeting of the Shareholders of the Company has adopted pursuant to Article 90d et seq. of the Public Offering Act, this Remuneration Policy of the members of the Management Board and the Supervisory Board.
2. The purpose of this Remuneration Policy is to set out the rules of remuneration for members of the Management Board and the Supervisory Board. It aims to contribute to the implementation of the Company's business strategy, its long-term interests and the stability of the Company.
3. The amount of remuneration of the members of the Management Board and the Supervisory Board shall be sufficient to attract, maintain and motivate people with qualifications or competencies necessary for the proper management and supervision of the Company.
4. The Remuneration Policy has been prepared based on the market standards and underlying assumptions intended to encourage the members of the Management Board to execute the Company's strategy and protect the value of the Company by reducing the risk of turnover among the key executives. The basic principles and objectives of the Remuneration Policy are to:
 - a) ensure that remuneration is effective and transparent;
 - b) implement the business strategy, and contribute to the long-term interests and stability of the Company and the Group;
 - c) provide members of the Management Board with a consistent and incentive-based remuneration system where the remuneration is linked to the qualifications, scope of responsibilities, skills and professional experience of individual members of the Management Board, and is subject to the financial and non-financial performance of the Company and the Group; and
 - d) motivate and build involvement in the Company and the Group.

ARTICLE II
REMUNERATION RULES FOR MEMBERS OF THE MANAGEMENT BOARD

§ 2. General principles

1. The remuneration of the members of the Management Board is determined by the Supervisory Board and it is set at a level appropriate to the roles assigned to individual persons and the related responsibilities and takes into account the performance of any additional functions, qualifications and professional experience, the current market and economic situation, as well as the Company's financial and operational situation and needs.
2. The legal relationship between members of the Management Board and the Company may arise under:
 - a) an employment contract; and/or
 - b) a management contract or other civil law contract being concluded for a period of performing a function on the Management Board; and/or

- c) a corporate relationship resulting from the appointment to the Management Board concluded for the duration of a given mandate.
3. Members of the Management Board may be entitled to the following components of remuneration:
- a) fixed remuneration;
 - b) variable remuneration;
 - c) Phantom Share Programme or other incentive programmes either of which pertain to the Company's shares;
 - d) compensation for compliance with the non-compete clause;
 - e) severance payment related to termination of the legal relationship with the Company; and
 - f) non-financial benefits.

§ 3. Duration and terms of termination of legal relationships between the Company and the members of the Management Board

1. The legal relationship between a member of the Management Board and the Company may be individually negotiated, thus it may differ between members of the Management Board.
2. Pursuant to the provisions of the Articles of Association, the members of the Management Board are appointed for a term of three years. The mandate of a member of the Management Board expires in the cases provided for in the Articles of Association and in the applicable legal provisions.
3. The contracts with members of the Management Board may be concluded by the Company for a specified or unspecified term.
4. The rules of termination of contracts concluded with the Management Board members differ depending on the type of arrangement that has been or will be concluded with a particular member.
 - a) In the case of employment contracts of members of the Management Board, the termination notice period as well as the situations based on which the contract may be terminated with immediate effect are stipulated in the relevant legal regulations.
 - b) The termination rules and the notice periods in relation to management contracts or any other civil law contracts are as stipulated in a given contract concluded by a particular member of the Management Board, provided that in general such management contracts or any other civil law contracts are terminated at the same time as the termination of service on the Management Board. In other situations, the relevant management contract may be terminated by each of the parties with a notice period not exceeding 12 months. A management contract can be terminated without notice and with immediate effect if a member of the Management Board seriously breached his/her obligations and duties under such contract.
 - c) If a member of the Management Board is granted remuneration only on the basis of the corporate relationship resulting from his/her appointment to the Management Board, the legal relationship with the Company shall in such case be terminated in accordance with the provisions of the Commercial Companies Code and the Articles of Association.

- d) In the event that the Supervisory Board adopts a resolution to delegate a member of the Supervisory Board to temporarily perform the duties of a member of the Management Board in accordance with the provisions of the Commercial Companies Code, such delegated member shall be entitled to remuneration on the principles set out in the Commercial Companies Code and in the resolutions of the General Meeting of the Shareholders adopted pursuant to Article 392 § 1 of the Commercial Companies Code. A member of the Supervisory Board delegated to temporarily perform the duties of a member of the Management Board shall not be entitled to receive Variable Remuneration, nor shall performance criteria be established for such member, nor shall such member participate in the Phantom Share Programme.
5. On account of the termination, members of the Management Board shall be entitled to a severance payment, not exceeding the annual fixed remuneration for a particular member of the Management Board.
6. Management contracts of members of the Management Board should determine the severance payment as a result of resignation or dismissal from the position without a material reason. In particular, the management contracts of members of the Management Board may make the payment or its amount conditional on the grounds for terminating the legal relationship (so called: “good leaver” and “bad leaver” clauses).

§ 4. Description of fixed remuneration and variable remuneration components and additional financial and non-financial benefits that may be awarded to members of the Management Board

FIXED COMPONENTS OF REMUNERATION

1. Members of the Management Board are entitled to base monthly remuneration that may be paid on the basis of a corporate resolution, employment contract or management contract, depending on the particular individual.
2. The amount of the fixed monthly remuneration may differ between individual members of the Management Board due to their functions and individual arrangements made between the given members of the Management Board and the Company.

VARIABLE COMPONENTS OF REMUNERATION

3. The Supervisory Board, acting on the recommendation of the Remuneration Committee, establishes the rules for granting Variable Remuneration to members of the Management Board and remains in full control of the granting and payment of any Variable Remuneration in accordance with this Policy. The Variable Remuneration may include in particular an annual performance bonus, long-term and short-term incentives, and other forms of bonuses as further described in this Policy. The annual performance bonus is granted on the basis of an annual assessment carried out by the Supervisory Board, which retains full discretion as to whether and in what amount to grant such bonus, subject to and within the limits set out in this Policy.
4. In order to ensure a structured annual process for granting Variable Remuneration:
- a) no later than by the end of March of the relevant financial year, the Management Board shall submit to the Supervisory Board a written proposal of KPIs for that financial year, based on the Company's multi-year strategy and the annual budget approved for that year, together with supporting information reasonably required by

the Supervisory Board. On the basis of that proposal, and acting on the recommendation of the Remuneration Committee, the Supervisory Board indicates by way of resolution the directions of the assessment of the performance of members of the Management Board for that financial year, including which criteria from the catalogue referred to in paragraph 4.5 below will be taken into account and the general expectations as to their relative importance (ex ante directional guidance). If the Management Board fails to submit such proposal by the deadline set out above, no Variable Remuneration shall be granted for that financial year and the members of the Management Board shall not be entitled to any bonus or any part thereof for that year;

- b) after the end of the financial year, and following the approval of the annual financial statements, the Supervisory Board, acting on the recommendation of the Remuneration Committee, carries out the detailed assessment of the performance of each member of the Management Board against the criteria indicated ex ante and, taking into account the overall contribution of the member to the implementation of the Company's strategy, decides on the amount of the Variable Remuneration to be granted (ex post detailed assessment);
- c) the outcome of the ex post assessment, including the criteria taken into account, their relative weight and any exercise of discretion by the Supervisory Board, is presented in the Remuneration Report in a manner consistent with Article 90g of the Public Offering Act;
- d) if the Supervisory Board, acting on the recommendation of the Remuneration Committee, determines that the information made available to it by the Management Board in connection with the proposal of KPIs or the assessment of their fulfilment is insufficient to enable a proper assessment, the Supervisory Board may resolve not to grant Variable Remuneration for the relevant financial year, in whole or in part, and the members of the Management Board shall not be entitled to such Variable Remuneration or any part thereof.

5. The annual assessment of the performance of members of the Management Board referred to above is based on an open catalogue of criteria. The Supervisory Board is not bound by predetermined weights and may select from the catalogue those criteria which, in its judgment, best reflect the contribution of the relevant member of the Management Board to the long-term interests and stability of the Company in the relevant financial year. The catalogue includes, in particular:

- a) financial criteria, including earnings before interest, taxes, depreciation and amortisation (EBITDA), funds from operations (FFO), growth in the European Public Real Estate Association net asset value (EPRA NAV), loan-to-value ratio (LTV) and other generally accepted financial indicators relevant for listed real estate companies;
- b) market-value criteria, including the change in the market value of the Company reflected in the share price of the Company on the WSE and the relative total shareholder return of the Company's shares against the Peer Group, as further specified in paragraphs 4.6 and 4.7 below;

- c) operational criteria, including occupancy rates, weighted average unexpired lease term (WAULT), execution of investments, acquisitions and disposals, and rental income growth;
 - d) strategic and non-financial criteria, including the implementation of the Company's business strategy, the results of audits of the financial statements and external audits, the implementation of resolutions of the General Meeting and the Supervisory Board, the implementation of post-control recommendations and the effectiveness of actions undertaken in connection with the business activity conducted by the Company; and
 - e) environmental, social and governance (ESG) criteria, including the recognition of social interests, the Company's contribution to environmental protection and actions taken in order to prevent the negative effects of the Company's social activity and the removal of such.
6. In order to strengthen the alignment between Variable Remuneration and long-term shareholder value creation, the annual performance bonus for members of the Management Board shall, in a material part, be determined with reference to the relative performance of the Company's share price against the Peer Group, provided that the rules set out in paragraphs 4.6 and 4.7 below shall apply. The Supervisory Board, when establishing the ex ante directional guidance for the relevant financial year, indicates the role of the relative share price performance among the criteria taken into account and may specify the methodology applicable for that year, including any modifications to the parameters set out below.
7. For the purposes of the assessment of the relative share price performance:
- a) the relative share price performance shall be measured over a rolling three-year period ending on the last day of the relevant financial year, based on the TSR of the Company's shares versus the simple average TSR of the Peer Group;
 - b) for the first full year following the entry into force of this Remuneration Policy, the Peer Group shall consist of: NEPI Rockcastle N.V., Echo Investment S.A., CTP N.V., CPI Property Group S.A., Immofinanz AG and Atrium European Real Estate Limited (or, if any of those entities ceases to be listed or otherwise ceases to be a meaningful comparator, a successor entity selected by the Supervisory Board);
 - c) the composition of the Peer Group, including any justified changes year-on-year, shall be reviewed annually by the Supervisory Board and disclosed in the Remuneration Report, taking into account market practice, the comparability of the entities included and regulatory requirements;
 - d) the Supervisory Board may, in justified cases, adjust the measurement for extraordinary corporate events materially affecting TSR (e.g. share splits, significant capital increases, public tender offers), in order to preserve the integrity of the performance measurement; any such adjustment shall be transparently described in the Remuneration Report;
 - e) the Supervisory Board may, in justified circumstances (e.g. significant deterioration of the Company's risk profile, compliance breaches or adverse developments not captured in the TSR measurement), reduce the payout under the relative share price component, including to zero, provided that any such exercise of discretion shall be transparently described in the Remuneration Report.

- 8.** In addition, the Supervisory Board shall be entitled to establish other forms of incentive remuneration for members of the Management Board, namely retention bonuses, sign-on bonuses or other discretionary awards, on such terms and conditions as the Supervisory Board may determine within the framework set out in this Policy, provided that the maximum aggregate amount of such retention bonuses, sign-on bonuses and other discretionary awards granted to a given member of the Management Board in any financial year shall not exceed 200% of the annual base remuneration of that member of the Management Board. The overall proportion between fixed and variable components of remuneration shall remain subject to paragraph 4.18 below.
- 9.** The Variable Remuneration is designed to be motivational and to reward members of the Management Board for fulfilling their roles, discharging their responsibilities and for delivering superior results. The Variable Remuneration targets and the related payouts shall reflect a range of expected levels of performance.
- 10.** The individual contracts concluded with members of the Management Board shall be consistent with this Remuneration Policy and with the resolutions of the Supervisory Board adopted on its basis. The individual contracts may in particular specify the threshold, target and stretch levels of performance applicable to the relevant member of the Management Board, the resulting bonus opportunity expressed as a percentage of the annual base remuneration and the timing and form of payment, in each case within the framework established by the Supervisory Board.
- 11.** The annual performance bonus is paid after the approval of the annual financial statements by the Supervisory Board of the Company.
- 12.** The Supervisory Board shall use best efforts to establish the ex ante directional guidance and any specific targets in appropriate time. The Supervisory Board may, by way of resolution, postpone the deadline for establishing the ex ante directional guidance or any specific targets, as well as the deadline for the Management Board to submit the proposal of KPIs referred to in paragraph 4.4(a) above, if material information necessary for the proper formulation or assessment of such guidance, targets or proposal is missing or has not yet been made available; in such case the Supervisory Board shall set a new deadline reflecting the time reasonably required to obtain such information. If the Supervisory Board or the General Meeting of Shareholders does not establish such guidance or targets for the annual performance bonus within the timeframe specified in this Policy (as it may be postponed pursuant to the preceding sentence), the relevant agreement concluded with the Management Board member or the Company's internal policies, it shall be deemed that the Supervisory Board has decided not to grant such bonus for the relevant year, and the Management Board members shall not be entitled to such bonus or any part thereof.
- 13.** As part of the authorisation referred to in Article XI of this Remuneration Policy, the Supervisory Board may determine the detailed circumstances pursuant to which a member of the Management Board will be entitled to an additional cash benefit, i.e. benefit in addition and over the Variable Remuneration.
- 14.** There are no specific rules relating to the periods of deferral of payments of the Variable Remuneration set in the Company. The Supervisory Board may, however, introduce such rules in individual contracts with members of the Management Board.
- 15.** The Variable Remuneration is dependent on meeting specific objectives and achievements, which may differ between members of the Management Board. Such components may be

granted and paid only if they do not affect the solvency of the Company or threaten the continuity of the Company's operations.

16. The return of the Variable Remuneration unduly paid to a member of the Management Board is subject to the rules set out in generally applicable laws.
17. The Supervisory Board shall be entitled to withhold the payment of any accrued Variable Remuneration or to demand the return thereof, in whole or in part, in the following circumstances: (i) where criminal charges relating to such person's activities in connection with the Company brought against a member of the Management Board have been confirmed, in whole or in part, by a final and binding court judgment; (ii) where the Company is required to restate its annual financial statements and such restatement reveals that the Variable Remuneration was granted on the basis of materially incorrect data; or (iii) where the Supervisory Board, after consulting the Remuneration Committee, determines that a member of the Management Board has committed a material breach of his or her duties towards the Company. The right to withhold or demand return may be exercised by the Supervisory Board within a period of three years from the date on which the relevant Variable Remuneration was paid.

PROPORTION OF FIXED AND VARIABLE REMUNERATION

18. The Company determines the remuneration system so that the total share of the Variable Remuneration is between 30% (thirty per cent) and 300% (three hundred per cent) of the annual fixed remuneration for a particular member of the Management Board. The value of the Phantom Share Programme is not taken into account in the calculation of the above proportion between the fixed and variable parts of the remuneration.

§ 5. Phantom Share Programme

1. Members of the Management Board may receive also Phantom Shares or other incentive programmes either based on the Company's shares or movement of prices of these shares as established in the future by the General Meeting of the Shareholders or the Supervisory Board.
2. Members of the Management Board can be motivated by the opportunity to participate in the Phantom Share Programme, under which a member of the Management Board has entitlement to the specified total number of Phantom Shares.
3. The Phantom Shares vesting period lasts three years and coincides with the period of legal relationship between the Company and a particular member of the Management Board. The Phantom Shares shall be vested in three tranches, in such a way that once a year, a member of the Management Board is entitled to a particular number of Phantom Shares.
4. The Management Board members are entitled to exercise their rights under the vested Phantom Shares within the period specified in the contract of a particular member of the Management Board. If the Management Board member ceases to perform his or her function, such member shall be entitled to exercise all vested Phantom Shares within 30 days from the cessation.
5. Pursuant to the Phantom Share Programme part of the remuneration for members of the Management Board may be provided by granting them payment rights based on the trading quotation of shares of the Company on the WSE.

6. The Phantom Shares grant to the entitled members of the Management Board a right for a cash settlement from the Company or other Group entity in the amount equal to the difference between the average closing price for the Company's shares on the WSE during the 30-day period prior to the date of delivery to the Company of the exercise notice, and settlement price ("strike price") per share (adjustable for dividend).
7. Phantom Shares are only a means of calculating the future variable component of remuneration, which depends on the future market price of shares of the Company on the WSE. The Phantom Shares are not financial instruments convertible or exchangeable into shares in the Company, in particular, they are not options on such shares. The Phantom Shares are not transferable.
8. Granting Phantom Shares to members of the Management Board and setting their conditions is reviewed and approved by the Remuneration Committee and the Supervisory Board.
9. Besides the Phantom Shares, members of the Management Board may be also granted with other types of incentive programmes which may either grant rights to acquire new or purchase existing shares of the Company or be based on movement of prices of the Company's shares, which may be adopted in the Company from time to time. Relevant provisions relating to such other incentive programmes, such as vesting periods, principles of transferring such shares or rules of exercising rights to receive remuneration under such programmes shall be regulated by the General Meeting of the Shareholders or the Supervisory Board and further detailed in the agreement to be concluded between the Company and member of the Management Board participating in such other incentive programme.
10. The amount of payments based on the Phantom Shares is strictly dependent on the share price movement, and thus it is dependent on the achievement of the objectives set out in this Remuneration Policy.
11. The establishment of the link between the Management Board member's remuneration and the increase in the Company's share prices aligns his or her personal interest with the interests of shareholders. Implementation of the Company's strategy and commitment to long-term interests should have positive impact on the share prices which in turn should translate to higher remuneration of Management Board members. In addition, it also leads to the increase in motivation of Management Board members and retaining them in the Company and as such it contributes to the stability of the Company.

§ 6. Non-compete restrictions

1. A member of the Management Board may be bound by non-compete restrictions after the termination of his/her relationship with the Company.
2. Compensation for compliance with the non-compete clause after the termination of the legal relationship with the Company may be granted in the amount of 50% (fifty per cent) of the fixed monthly remuneration of a particular member of the Management Board multiplied by the number of months during which the non-compete obligation is effective. Such compensation shall be paid in monthly instalments during the term of the non-compete obligation.
3. The maximum term of the non-compete period is six months from the date of termination of the legal relationship of a member of the Management Board with the Company.

§ 7. Additional financial and non-financial benefits that may be awarded to members of the Management Board

1. Members of the Management Board may receive additional benefits, such as:
 - a) private medical care, including for family members, life insurance; and
 - b) the use of company cars or, at the discretion of the Supervisory Board, a cash equivalent in lieu thereof, company telephones and other electronic devices for private purposes and covering the costs thereof.
2. Members of the Management Board are entitled to the reimbursement of reasonable expenses incurred thereby in connection with the performance of the duties entrusted to them.
3. In addition, members of the Management Board may also receive liability insurance coverage, as well as be entitled to the reimbursement of other expenses related to the performance of duties on the Management Board.
4. Members of the Management Board may also receive remuneration based on contracts or other legal relationships entered into in connection with or for their assigned functions in the corporate bodies of entities belonging to the Group. Such remuneration may be fixed or variable and may also include any additional financial or non-financial benefits. The remuneration of members of the Management Board from entities belonging to the Group is aggregated and is subject to the terms and conditions of this Remuneration Policy.

ARTICLE III REMUNERATION RULES FOR MEMBERS OF THE SUPERVISORY BOARD

§ 8. General principles

1. Members of the Supervisory Board are granted remuneration on the basis of the corporate relationship with the Company resulting from their appointment for the duration of their mandate.

§ 9. Duration and terms of termination of legal relationships between the Company and members of the Supervisory Board

1. The legal relationship between a member of the Supervisory Board and the Company is related to the term of service. Members of the Supervisory Board are appointed for a three-year term. The mandate of a member of the Supervisory Board expires in the cases defined in the Articles of Association and in generally applicable laws and such member of the Supervisory Board is not entitled to any benefits on that account.
2. The Company does not enter into employment contracts (umowy o pracę), mandate contracts (umowy zlecenia), task-specific contracts (umowy o dzieło) or similar agreements with members of the Supervisory Board on account of them serving on the Supervisory Board.
3. In the event that the Supervisory Board adopts a resolution to delegate one or more of its members to perform individual supervisory duties (stałe indywidualne wykonywanie nadzoru) pursuant to Article 390 § 1 of the Commercial Companies Code, such delegated member shall be entitled to separate remuneration for the duration of such delegation, on the principles set out in the resolutions of the General Meeting of the Shareholders adopted

pursuant to Article 390 § 3 of the Commercial Companies Code. Such separate remuneration is granted in addition to the fixed remuneration referred to in § 10 of this Remuneration Policy.

4. A member of the Supervisory Board delegated to perform individual supervisory duties shall remain entitled to all other components of remuneration provided for members of the Supervisory Board under this Remuneration Policy, and shall not be entitled to any components of remuneration provided for members of the Management Board under this Remuneration Policy, in particular Variable Remuneration or the Phantom Share Programme.

§ 10. Description of fixed remuneration and variable remuneration components and additional financial and non-financial benefits

FIXED COMPONENTS OF REMUNERATION

1. Members of the Supervisory Board are entitled to monthly fixed remuneration for performing their functions. The amount of such fixed remuneration is determined by the General Meeting of the Shareholders.
2. Members of the Supervisory Board performing additional functions on a separate committee(s) are entitled to additional monthly fixed remuneration in the amount determined under a resolution of the General Meeting of the Shareholders. The chairman of each such committee is entitled to further additional monthly fixed remuneration (in addition to the remuneration for being a member of such committee(s)) in the amount determined under a resolution of the General Meeting of the Shareholders.

VARIABLE COMPONENTS OF REMUNERATION

3. There are no performance-based variable components of remuneration of members of the Supervisory Board.
4. The Company does not grant remuneration in the form of financial instruments to members of the Supervisory Board.

§ 11. Additional financial and non-financial benefits

1. Members of the Supervisory Board may be covered by an employee capital plan subject to the rules set out in the Act of 4 October 2018 on Employee Capital Plans.
2. There are no other financial or non-financial benefits awarded to members of the Supervisory Board, in particular they are not covered by any pension and disability pension plans or early retirement programmes.

ARTICLE IV

TAKING INTO ACCOUNT THE WORKING AND PAY CONDITIONS OF EMPLOYEES WHEN ESTABLISHING THE REMUNERATION POLICY

1. The Company makes every effort to ensure that the legal relationships with its employees are based on applicable legal provisions, ethical business standards and mutual respect.
2. The Company actively promotes equality in its employment policy based on a consistent organisational culture, respect for diversity, cooperation and involvement of employees and the implementation of innovative and development projects.
3. The Company applies a diversity policy to ensure optimal employment in line with the Group's business objectives. The priority is to build trust between key executives and other employees, and to treat all people fairly, regardless of their position.

4. When establishing and reviewing this Remuneration Policy, the Company takes into account the general terms and conditions of employment applicable to employees other than members of the Management Board and the Supervisory Board, including in particular the overall level and structure of remuneration, the dynamics of changes in employee remuneration and the internal pay ratios within the Company.

ARTICLE V

MAIN FEATURES OF SUPPLEMENTARY PENSION SCHEMES AND EARLY RETIREMENT SCHEMES

1. The Company does not offer any additional pension schemes and early retirement schemes to members of the Management Board or members of the Supervisory Board, except for mandatory schemes under Polish law.

ARTICLE VI

DESCRIPTION OF THE DECISION-MAKING PROCESS CARRIED OUT IN THE ESTABLISHMENT, IMPLEMENTATION AND REVIEW OF THE REMUNERATION POLICY

1. The decision-making process carried out in the establishment of the Remuneration Policy included the following steps:
 - a) the performance of analyses of all of aspects of remuneration and the rules of cooperation with members of the Management Board and the Supervisory Board within the Company conducted by the Company's legal department based on consultations with external advisors;
 - b) the preparation of a draft Remuneration Policy by the Company's legal department based on consultations with external advisors;
 - c) the verification and approval of the Remuneration Policy by the Remuneration Committee and the Supervisory Board;
 - d) the voting and adoption of the Remuneration Policy by the General Meeting of the Shareholders.
2. The Remuneration Policy and its implementation shall be subject to periodical reviews performed by the Remuneration Committee and the Supervisory Board.
3. A resolution of the General Meeting of the Shareholders on the remuneration policy shall be adopted at least once every four years.
4. Any material changes in the Remuneration Policy require a resolution of the General Meeting of the Shareholders.

ARTICLE VII

DESCRIPTION OF MEASURES TAKEN TO AVOID CONFLICTS OF INTEREST WITH RESPECT TO MATTERS GOVERNED BY THIS REMUNERATION POLICY

1. In implementing the Remuneration Policy, the possibility of conflicts and potential conflicts of interest related to the Remuneration Policy shall be verified on an ongoing basis. In order to mitigate any conflicts of interest, a division of competencies among the Company's governing bodies (the Management Board, the Supervisory Board, and the General Meeting of the Shareholders) has been introduced in accordance with the Public Offering Act with respect to the matters regulated by the Remuneration Policy, including matters related to its adoption,

application and review, the evaluation of its implementation, and the temporary suspension in its application.

2. The Supervisory Board analyses the risk of potential conflicts of interest. If a conflict of interest is identified, the Supervisory Board takes the necessary steps to resolve it.
3. Contracts that the Company concluded with members of the Management Board contain a non-compete clause and a confidentiality clause. The non-compete clauses provide for the possibility of earlier termination of the non-compete restrictions by the Company.
4. In order to avoid conflicts of interest with respect to matters governed by the Remuneration Policy, the following measures have been taken:
 - a) a draft of the Remuneration Policy has been prepared by the Company's legal department based on consultations with external advisors; and
 - b) the Supervisory Board and the Management Board have been cooperating with the Company's legal department, in particular with regard to providing the necessary documents and information.
5. If any conflict or potential conflict of interest with respect to the matters governed by the Remuneration Policy is identified, the Remuneration Policy should be verified and, if appropriate, amended at the earliest opportunity.
6. If a member of the Management Board or a member of the Supervisory Board identifies a risk of a conflict of interest with regard to the matters regulated by the Remuneration Policy, he/she must report this to the Chairman of the Supervisory Board (in the case of Management Board members) and to the President of the Management Board (in the case of Supervisory Board members).
7. In matters governed by this Remuneration Policy, a member of the Supervisory Board shall be excluded from voting on resolutions concerning his or her personal interest, including in particular resolutions on his or her delegation under Article 383 of the Commercial Companies Code or on additional remuneration for participation in a committee, in accordance with Article 391 § 1 of the Commercial Companies Code.

ARTICLE VIII

HOW THE REMUNERATION POLICY CONTRIBUTES TO THE OBJECTIVES SET OUT IN ARTICLE I ABOVE

1. The Remuneration Policy is based on clear, transparent and objective principles.
2. The Remuneration Policy complies with the objectives set by the Company's shareholders, which include achieving long-term value growth. It aims to ensure stability in the management of the Company and to pursue a policy to attract and retain highly qualified key executives. These objectives are supported, inter alia, by variable parts of the remuneration and a system of retention of key executives ensuring the achievement of the best possible stable financial results in the long term, supporting adequate and effective risk management and the implementation of the business strategy as well as mitigating conflicts of interest.
3. The rules of granting variable remuneration components, to members of the Management Board shall be conditional upon their superior performance in order to encourage them to implement the Company's business strategy and support long-term interests and sustainability.

ARTICLE IX
TEMPORARY SUSPENSION OF THE REMUNERATION POLICY

1. A temporary suspension of the Remuneration Policy may be imposed, if necessary, in order to protect the financial stability of the Company or to guarantee its profitability.
2. The temporary suspension of the Remuneration Policy shall be introduced in relation to the variable components of remuneration and other (additional) benefits upon the Supervisory Board's decision made in the form of a resolution. Such a resolution shall indicate the period of the temporary suspension of the Remuneration Policy, its procedure and justification. The decision to temporarily suspend the application of the Remuneration Policy may be requested by the Management Board, which shall indicate the reasons and justifications for the need to apply such temporary suspension.
3. The temporary suspension of the Remuneration Policy may not last longer than 24 consecutive months at a time.

ARTICLE X
DESCRIPTION OF SIGNIFICANT CHANGES TO THE REMUNERATION POLICY

1. Material changes have been made to the Remuneration Policy adopted by Resolution No. 23 of the General Meeting of the Shareholders of 14 June 2022 on the adoption of the Remuneration Policy for Members of the Management Board and the Supervisory Board of the Company, as described in paragraph 2 below.
2. By Resolution No. [●]/2026 of the General Meeting of the Shareholders of the Company of 19 June 2026 on amending the “Remuneration Policy for the Members of the Management Board and the Supervisory Board of Globe Trade Centre S.A.”, changes were introduced regarding the rules of granting variable remuneration to Members of the Management Board, including, among other things:
 - a) the introduction of a structured annual process for the establishment of Variable Remuneration, led by the Supervisory Board and the Remuneration Committee, based on ex ante directional guidance and ex post detailed assessment;
 - b) the introduction of an open catalogue of criteria for the annual assessment of the performance of Members of the Management Board, including financial, market-value, operational, strategic, non-financial and ESG criteria;
 - c) the introduction of a relative total shareholder return component, measured against a Peer Group of comparable listed real estate companies, as a material part of the annual performance bonus;
 - d) the introduction of a catalogue of additional incentive remuneration instruments that may be granted by the Supervisory Board to Members of the Management Board, namely retention bonuses, sign-on bonuses or other discretionary awards, together with a maximum aggregate cap of 200% of the annual base remuneration of the given Member of the Management Board applicable to such retention bonuses, sign-on bonuses and other discretionary awards;
 - e) the introduction of a mechanism applicable in the event that ex ante directional guidance or targets for the annual bonus are not established by the Supervisory Board within the timeframe specified in the relevant agreement or internal policies, resulting in the loss of entitlement to such bonus for the relevant year;

- f) the extension of the Supervisory Board's right to withhold the payment of accrued Variable Remuneration or to demand its return, including in cases of financial restatement and material breach of duty;
 - g) the introduction of provisions concerning the delegation of a Member of the Supervisory Board to temporarily perform the duties of a Member of the Management Board, including the rules on remuneration during such delegation;
 - h) the introduction of the possibility to make the severance payment under management contracts conditional upon the grounds for terminating the legal relationship (so-called "good leaver" and "bad leaver" clauses);
 - i) the introduction of the possibility to pay a cash equivalent in lieu of the use of a company car at the discretion of the Supervisory Board;
 - j) the explicit inclusion in the description of how the working and pay conditions of employees are taken into account when establishing the Remuneration Policy, of the general terms and conditions of employment, the dynamics of changes in employee remuneration and the internal pay ratios within the Company;
 - k) the introduction of provisions concerning the delegation of a member of the Supervisory Board to perform individual supervisory duties pursuant to Article 390 of the Commercial Companies Code, including the rules on separate remuneration granted to such member.
3. By Resolution No. 25 of the Annual General Meeting of the Shareholders of the Company of 24 June 2025, the General Meeting of the Shareholders issued a positive opinion on the Remuneration Report of the Members of the Management Board and the Supervisory Board for the year 2024, in accordance with Article 90g(6) of the Public Offering Act. The aforementioned resolution does not contain any proposals or recommendations that would require inclusion in the Remuneration Policy. Accordingly, with the exception of the changes described in paragraph 2 above, no other material amendments have been made to the Remuneration Policy.

ARTICLE XI
DELEGATION OF THE SUPERVISORY BOARD TO SPECIFY PROVISIONS OF THE
REMUNERATION POLICY

1. The Supervisory Board is hereby authorised to specify the remuneration and benefits that may be granted to members of the Management Board pursuant to the Remuneration Policy to the extent necessary for the granting and payment thereof, and to the extent to which such matters have not been regulated in the Remuneration Policy, provided that such falls within the scope set forth in this Remuneration Policy, and to establish clear, comprehensive and differentiated criteria in terms of financial and non-financial performance with regard to the granting of variable remuneration components, in particular:
- a) the amount of fixed remuneration, variable components of remuneration, including the terms of the Phantom Share Programme (to the extent it is approved by the General Meeting of the Shareholders) or any new phantom shares programme, as well as any additional financial and non-financial benefits that may be awarded to members of the Management Board;
 - b) the financial and non-financial performance criteria for the variable components of remuneration and the Phantom Share Programme (to the extent it is approved by

the General Meeting of the Shareholders) or any new phantom shares programme, as well key performance measures indicating the fulfilment of the above performance criteria; including the methodology and parameters of the relative TSR component and the composition of the Peer Group;

- c) specific terms and conditions of the legal relationship between members of the Management Board and the Company.

ARTICLE XII FINAL PROVISIONS

1. Once a year the Supervisory Board is required to draw up an annual Remuneration Report presenting a comprehensive review of the remuneration and other benefits, regardless of their form, received by members of the Management Board and members of the Supervisory Board in the last financial year, in accordance with the requirements of the Public Offering Act and present it to the General Meeting of the Shareholders. The Remuneration Report shall also disclose the criteria from the catalogue referred to in § 4 of this Remuneration Policy that were taken into account by the Supervisory Board in the annual assessment, their relative weight, the outcome of the relative TSR measurement against the Peer Group and any exercise of discretion by the Supervisory Board in relation to the Variable Remuneration.
2. Appendix 1 to the Remuneration Policy specifies the term of the current legal relationships of the Management Board members and the Supervisory Board members and the notice periods and the terms of termination of such relationships. Appendix 1 shall be updated on an ongoing basis and does not constitute a change to the Remuneration Policy.

APPENDIX 1 TO THE REMUNERATION POLICY

Information on the term of the legal relationships, the notice periods and the terms of termination of the legal relationships between the Management Board members, the Supervisory Board members, and the Company.

Management Board				
Full name	Legal basis	Term	Notice period	Terms of termination
[•]				
[•]				
[•]				
[•]				
Supervisory Board				
Full name	Legal basis	Term	Notice period	Terms of termination
[•]				
[•]				
[•]				
[•]				
[•]				
[•]				
[•]				