



REMUNERATION POLICY

("Policy")

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I. DOCUMENT DATA

Document Name:	Remuneration Policy
Author(s):	Remuneration & Nominations Committee (“ RemCo ”)
Document Owner(s):	RemCo
Approval By:	General Assembly
Approval Date:	17.05.2024
Voting results:	Percentage of valid votes on the paid-up share capital: 99.29% Percentage of valid votes on the represented capital: 100%
Duration:	The Remuneration Policy’s duration may not exceed four (4) years from the date of approval by the General Assembly

Version	Date	Author(s)	Change Description
V.1	30.07.2020	RemCo	
V.2	17.05.2024	RemCo	Addition of Annex “Severance Policy”

II. INTRODUCTION

- (1) This Remuneration Policy (the “**Policy**”) has been approved by virtue of the Annual General Meeting’s resolution of the shareholders of TRASTOR REIC (the “**Company**”) dated 30.07.2020 and was amended and further approved by virtue of the Annual General Meeting’s resolution of the shareholders of the Company dated 17.05.2024, and shall be effective for four (4) years from that date of the last approval, unless earlier revised and/or amended by virtue of another General Meeting’s resolution. The Policy has been prepared in accordance with Law 4209/2013, which incorporated into Greek legislation the Directive 2011/61/EU on alternative investment fund managers and Law 4548/2018, which incorporated into Greek legislation, among others, the Directive 2007/36/EC on certain shareholders rights in listed companies, as amended by the Directive (EU) 2017/828 as regards the encouragement of long-term shareholder engagement.
- (2) The Policy applies to the members of the Board of Directors (“BoD”) of the Company, members of Committees, and all of the Company’s personnel, and it contains specific provisions for those categories of staff whose professional activities have a material impact on the risk profile of the Company, as defined below under section IV.
- (3) The Policy considers European best practices and guidelines for listed entities and alternative investment fund managers with which the real estate investment companies incorporated in Greece are included according to the relevant Greek law, as well as the nature of the Company, whilst reflecting the current Covered Persons’ as defined below in Section IV remuneration arrangements. In addition, the Policy takes into consideration the provisions of the Company’s Articles of Association, the Company’s Corporate Governance Code and the Company’s Internal Regulation Code.
- (4) The Policy is available on the Company’s website.

III. COVERED PERSONS

The Policy applies to all the Members of the Company’s Board of Directors and the Committees and all the Company’s personnel, and it contains specific provisions for those categories of staff whose professional activities have a material impact on the risk profile of the Company, including the BoD and members of Committees, management, risk takers, control functions, and any employees receiving total remuneration that takes them into the same remuneration bracket as the management and risk takers, such as the following positions:

- (1) Members of the Board of Directors
- (2) Chief Executive Officer
- (3) Chief Financial Officer
- (4) Investment Manager
- (5) Asset and Portfolio Manager
- (6) Head of Legal
- (7) Internal Auditor
- (8) Risk Officer
- (9) Compliance Officer

(the “**Covered Persons**”)

Section V par (6)-(20) on variable remuneration, Section VI and provisions expressly referring to Covered Persons, apply only to Covered Persons. Employees of the Company that are not defined as Covered Persons are explicitly excluded from the application of said provisions.

IV. GENERAL PRINCIPLES

The Company aims to attract and retain high-performing and talented directors, managers, and employees, who will ensure its business objectives are achieved, strengthen its market position, maximize shareholder returns, and create value for all stakeholders. To this effect the Policy adopts the following principles:

- (1) Consistency with and promotion of sound and effective risk management without providing incentives for taking excessive risk which is inconsistent with the risk profile, the risk appetite of the group, the Internal Regulation Code and policies and/or the Articles of Association of the Company.
- (2) Implementation of different remuneration schemes for its directors, managers, and employees, including fixed or fixed and variable components, depending on their role and always in accordance with the applicable legal framework. The remuneration schemes take into consideration the Company’s business strategy, objectives, values and interests, financial position and performance, as well as the market conditions in which the Company operates.
- (3) The said schemes’ fixed components relate to the monthly or annual salary paid pursuant to each employee’s employment contract or the General Meeting resolution as is the case for the BoD members remuneration and may be amended from time to time by resolution of the competent corporate body. The level of fixed pay is established on the basis of paying fair, reasonable, and competitive remuneration to attract and retain the best and most appropriate person for the role, taking into account the person’s prior professional experience, qualifications, the level of responsibility and the contractual obligations and duties the latter undertakes within the Company.
- (4) Any variable remuneration provided by the Company may be either agreed as part of the respective employment contract of the said person or granted voluntarily by the Company. Any such variable remuneration arrangements are made to further align the person’s interests with those of the Company and the criteria to be used for the assessment of variable remuneration awards will be related to the long-term success of the Company.
- (5) The BoD may, at its absolute discretion, upon a recommendation by the Company’s Remuneration & Nominations Committee (“RemCo”), which is established and operates according to the Company’s Internal Regulation Code, resolve on the granting of additional, freely revocable, voluntary benefits to its personnel, individually or collectively.
- (6) The Company may also adopt short-term and long-term incentive plans payable in cash and/or financial instruments for its personnel, individually or collectively, as the BoD determines, with a view to ensuring there is focus on objectives that will over time accumulate to create long-term value. Such plans will be based on specific measurable targets stipulated by the competent corporate bodies’ resolutions, and will be drawn up in a transparent manner, in accordance with the principles of proportionality and equality amongst their participants and shall comply with any conditions and limitations set by the applicable legislation, in terms of the level, proportion, and return of such plans.
- (7) Any payments relating to the early termination of a contract (in addition to the compensation for termination provided by law), if made, should always reflect the employee’s performance over time, and shall be designed in a way so as to avoid rewarding poor performance.

- (8) The terms of payment of variable remuneration are adjustable should it become necessary due to the financial condition of the Company.
- (9) Staff engaged in control functions are compensated in accordance with the achievement of their objectives, independent of the performance of the business areas they oversee.
- (10) The remuneration of the officers in the Internal Audit, Risk Management and Compliance functions is directly overseen by the RemCo and the Audit Committee.
- (11) The remuneration of non-executive BoD members, whether independent or not, should they be paid will not include any variable remuneration or be directly linked to the Company's performance to ensure that their remuneration does not give rise to a conflict of interest in their decision making and their ability to challenge management's risk-taking decisions.
- (12) BoD and Committee members' fees are always subject to the approval of the General Meeting of the Company's Shareholders, as per the provisions of the existing legislation and specifically those of Law 4548/2018.

V. TYPES OF REMUNERATION

- (1) Total remuneration has a fixed component and may also have a variable component. Such total remuneration consists of cash (including participation in the Company's profits, subject to specific provisions of Law 4548/2018) and may include other items of monetary value, such as stocks, options.
- (2) Fixed and variable remuneration components are appropriately balanced depending on the risk profile of the person's position and responsibilities.
- (3) Reimbursement of professional expenses incurred with the performance of their duties which are not related to any risk-taking activity are not considered part of total remuneration as well as for example participation in training programs and professional certification fees, petrol, parking, tolls, accommodation, seminars and mobile phone

FIXED REMUNERATION

- (4) Fixed remuneration is the guaranteed, non-revocable, permanent amount that cannot be unilaterally reduced, suspended, or cancelled by the Company. Fixed remuneration must be competitive to attract and retain the required caliber of employees and aligned with market conditions and comparable entities. Such remuneration is not related to Company or individual performance and includes the following:
 - (a) the level of responsibility and position of the person;
 - (b) the operational requirements of the position;
 - (c) strategy of the Company;
 - (d) relevant professional experience, expertise and skills;
 - (e) the level of education of the person;
 - (f) the relevant business sector and region;
- (5) Benefits such as corporate car, participation in a health and insurance plan, participation in a pension scheme and vouchers are considered fixed remuneration.

VARIABLE REMUNERATION

- (6) Variable remuneration concerns additional payments that depend on the performance of the person and/or the Company and reflect short-term and/or long-term performance.
- (7) The variable remuneration may consist of cash and/or shares of the Company or equivalent ownership interests, as part of long or short term incentive plans adopted by the Company always in compliance with the ESMA guidelines and the applicable legislation.
- (8) The determination of the amount of variable remuneration is based on quantitative and qualitative criteria including the following:
 - (a) the Company's long-term interests;
 - (b) the Company's financial and operating objectives;
 - (c) the Company's investment portfolio;
 - (d) combination of the assessment of the performance of the individual and of the business unit concerned and of the overall results of the Company;
 - (e) the input/suggestions of superiors or colleagues, if applicable;
 - (f) appropriate application of the legal framework and compliance with regulatory requirements and rules of professional ethics;
 - (g) team work;
 - (h) compliance with the Company's internal regulations, including indicatively, but not limited to, policies to avoid conflicts of interest, anti-money laundering and counter-terrorist financing, compliance policy, and other applicable rules of conduct for staff);
 - (i) counterparty satisfaction;
 - (j) promotion/expansion of the Company's activities;
 - (k) promoting the Company's reputation;
 - (l) any complaints/investigations/inquiries;
- (9) Variable remuneration for Covered Persons engaged in control functions is determined in accordance with the achievement of their objectives, independent of the performance of the business areas they oversee.
- (10) The assessment of performance for the determination of the amount of variable remuneration to be awarded shall take into consideration the current and future risks and the financial position of the Company.
- (11) A substantial portion, and in any event at least 40% of the variable remuneration component of the Company's CEO, is deferred over a period which is appropriate for the Company and is aligned with the nature of the Company's risk profile and the Company's activities, its long-term business strategy and the size of the Company.
- (12) Taking into account the size, activity, nature and internal organization of the Company, any variable remuneration arrangements of other Covered Persons, excluding the Company's CEO, may not be subject to deferral provided such variable remuneration does not exceed 50% of the annual fixed remuneration per person.

- (13) In the event that variable remuneration includes a combination of cash and financial instruments, the cash and financial instruments ratio shall apply both to the part paid promptly and to the part which is deferred. Such proportion of cash and financial instruments shall apply each year in which deferred variable remuneration is paid.
- (14) Any deferred variable remuneration is paid over a period of up to three (3) years.
- (15) Post-vesting clawback and malus (reduction pre-vesting), as provided in any short-term and/or long-term schemes of the Company, shall be applicable only if the audited accounts are found to be materially different from the draft accounts used to set the variable remuneration in the first place or in cases involving gross negligence, willful misconduct or malice of the person concerned.
- (16) Vesting, payment, retention, clawback and malus provisions relating to variable remuneration, may be set on a case by case basis, taking account of the person's position and the applicable legislation.
- (17) Subject to the applicable labor legislation, the Company may withhold bonuses where its situation deteriorates significantly, in particular where it can no longer be presumed that it can or will continue to be able to carry out its business as a going concern.
- (18) Guaranteed variable remuneration, if any, is exceptional, occurs only in the context of hiring new staff and is limited to the first year.
- (19) The assessment of current and potential risks includes in particular the identification and prevention of conflicts of interest.
- (20) The Company ensures that variable remuneration is not paid through vehicles or methods which aim at or effectively lead to artificially avoiding the applicable legislation.

VI. REMUNERATION OF BOD MEMBERS

- (1) The Company shall pay to the non-executive BoD members only fixed remuneration in order to avoid any conflict of interests. Such remuneration includes preparation and attendance at BoD and/or BoD committees' meetings.
- (2) Fees may be payable to individuals who are members of the Company's committees but who are not directors of the Company. Determination of such fees will consider the time and experience of the individual and any other factors deemed to be relevant.
- (3) Reasonable business expenses incurred by the non-executive BoD members in carrying out their duties may be reimbursed by the Company and may include, but are not limited to, travel expenses and accommodation for attending BoD and/or BoD committees' meetings.
- (4) The remuneration paid to the executive BoD members may include fixed and variable components and will be at a level of pay commensurate with the scope and responsibilities of the role and in accordance with this Policy.

VII. SPECIAL PROVISIONS

- (1) Any pension scheme shall be in line with the business strategy, objectives, values and long-term interests of the Company, as well as the applicable legislation.
- (2) No personal hedging strategies or remuneration- and liability-related insurance shall be used to undermine the risk alignment effects embedded in the remuneration arrangements.

- (3) Any employment or agency contracts, independent services agreements or similar contracts between a Covered Person and the Company, the terms of such contracts, the termination notice and the compensation amounts shall be determined by the BoD or the competent Company committee (the contracting Covered Person not participating) in accordance with the applicable legislation and the Company's Internal Regulation Code.
- (4) In special circumstances the BoD may temporarily allow specific exception from the Policy. These payments will be only entered into under the condition that the BoD, following respective recommendation by the RemCo, is convinced they are in the best long-term interest of the Company as a whole as well as in the best interest of its shareholders. Indicatively such specific exception may be the provision of a special bonus based on exceptional exceedance of targets related to profitability and/or other business results. All exceptional remuneration shall be approved by the BoD according to the related legal framework, following recommendation of the RemCo and will be disclosed in the annual Remuneration Report that will be submitted to the General Assembly.

VIII. PUBLICITY

- (1) The Remuneration Policy shall be communicated to the persons it applies to.
- (2) The approved Remuneration Policy will be publicized in accordance with the applicable provisions and shall remain available on the Company's website, free of charge, at least for as long as it is applicable.
- (3) Any publicity regarding the Remuneration Policy is without prejudice to the provisions on the protection of personal data and market abuse, as well as the safeguarding of the Company's trade secrets and interests.

IX. REVIEW OF THE POLICY

- (1) The BoD adopts and periodically reviews the general principles of the Policy and is responsible for its implementation. In particular the BoD has the primary responsibility for ensuring that the ultimate goal of having sound and prudent remuneration policies and structures is not improperly circumvented.
- (2) Without prejudice to the foregoing, the Policy shall be subject to internal review, according to the applicable legislation, by the RemCo in cooperation with control functions. The RemCo shall report on the outcome of this review to the BoD in its supervisory function.
- (3) The structure of the Policy may be updated over time to ensure that it evolves to meet the changing situation of the Company and market conditions.
- (4) The RemCo and the BoD shall receive periodic updates on market practices and the employee remuneration structure and practices within the Company, which will be taken into account when revising the Policy. This is to ensure that the remuneration practices and structure are as consistent as possible while acknowledging that the structure of remuneration for executive BoD members is necessarily different to that of less senior employees as a result of their role and ability to impact the performance of the business.
- (5) Every four years, or earlier in the event of a substantive change, the Board of Directors will seek approval of the Remuneration Policy at the Company's Annual Meeting of Shareholders with any amendments it deems appropriate at that time.

ANNEX

SEVERANCE POLICY

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1. PURPOSE

In Trastor Real Estate Investment Company (hereinafter the “Company”), severance payments, inclusive of the amount corresponding to the indemnity in lieu of notice possibly according to laws or contracts, may in principle be provided in favor of individuals whose employment or office is resolved (in the case of contracts before their natural expiry) upon Company’s initiative or in the interest of the same.

The main objective of a severance payment is to provide eligible executives with a safety net necessary to act responsibly on behalf of the Company, or in case of a new hire, to empower the decision of high caliber executives from market to join. In parallel, it supports the loss of income and ensures a smooth exit process with all of the Company’s legal bases covered.

In addition, providing a severance agreement to its staff, the Company:

- Fosters goodwill with eligible executives.
- Safeguards Company’s sensitive information, data and processes.
- Treats with respect remaining executives, rewarding their commitment and self- motivation to achieve targets set.

Whilst being consistent with the Company’s objectives and the principles of the Company’s Remuneration Policy the present Severance Policy (hereinafter “Policy”) has been designed to:

- Enhance the robust governance structure with clear and transparent processes.
- Be aligned with the Piraeus Group’s severance policy.
- Allow for a smooth transition and succession at Top Management level.

Taking into consideration the legal and regulatory framework in which the Company operates, the present Policy contributes to the Company’s business strategy and long-term interests by:

- Ensuring compliance with the applicable regulatory requirements.
- Ensuring transparency of the Company’s remuneration practices.
- Providing the criteria for determining severance payments.
- Being consistent with and promoting sound and effective risk management.
- Reflecting performance achieved over time and not rewarding failure or misconduct.
- Including measures for the prevention of conflicts of interest.
- Making adherence to the Company’s values, business principles and risk-related policies, key considerations when determining remuneration.

2. SCOPE

The present Policy applies, under the terms and conditions prescribed hereof, exclusively to the following categories of executives:

- CEO
- Heads of the Finance, Investment, Asset and Legal Departments of the Company

3. GOVERNANCE

This Policy is part of the Company's Remuneration Policy pursuant to Article 110 of L.4548/2018 and enters into force following its adoption by a resolution of the General Meeting, on the recommendations of the Remuneration & Nominations Committee and the Board of Directors

This Policy, as part of the Company's Remuneration Policy, is subject to an independent review by the control functions, including risk, internal audit, and compliance the feedback of which is incorporated in the Policy. The control functions will be also reviewing any future amendments to this Policy. In addition, compliance examines how the Policy affects the Company's compliance with the regulatory framework, the legislation, and the internal procedures in force, in close cooperation with the legal services.

The above-mentioned control functions review the Policy taking also into consideration conflict of interest issues.

Policy's Nature – General Principles

The present Policy is subject to all applicable laws and the regulatory and supervisory framework, all as in force.

The characteristics below define the context for the Policy's implementation:

- Severance payment, in accordance with and subject to the terms and conditions of this Policy, will reflect performance achieved over time, not reward failure, excessive or inappropriate risk taking, misconduct or material error. For the avoidance of any doubt, the present Policy may be applied by the Company to termination arrangements with executives.
- Severance payment shall be awarded for the early termination of an employment contract on good terms excluding the case of resignation, other voluntary cessation on the part of the executive or retirement. The amounts defined by a third party having the power to do so (such as judicial and/or arbitrary and/or conciliatory authority) as well as elements of limited material value (such as laptop, phone, tablet devices etc.) are not considered severance payments.
- Severance payment shall not be awarded where there is an obvious failure which allows for the immediate cancellation of the contract or the dismissal of staff for cause. Cause indicatively includes: the willful and repeated

failure to perform any of his or her material duties, violation of any internal rules and procedures based on intent or gross negligence, cases of fraud, disciplinary actions, and responsibility for conduct which resulted in significant losses for the Company.

The Policy provides, in general terms, the basic criteria and the maximum limits for severance payments. Each single severance payment is defined consistently with, and without ever exceeding, the rules provided by regulations, contracts, practices of the specific markets of reference, considering as well any other regulatory or legal requirements and provisions of individual contracts.

Derogation – Management of exceptions

In exceptional circumstances, respecting the standard provisions could impede the achievement of results of relevant importance for the Company's interests. In such cases, it might be opportune / necessary to temporarily derogate from the provisions of the present Policy, without exceeding the maximum limits set, provided that:

- A proposal is submitted to the Board for approval, following Remuneration & Nominations Committee's recommendation.
- Such derogation is necessary to serve the long-term shareholders' interests and sustainability of the Company.

4. SEVERANCE PAYMENT

The criteria below are taken into consideration in order to determine the award of severance payment in alignment with the specific legal and contractual framework:

- The duration of the employment relationship.
- The executive's performance achieved over time as evidenced and documented by the internal performance appraisal mechanism.
- The executive's behaviors and attitudes' alignment with Company's internal policies and rules.
- The proximity to retirement age.

Taking into account the aforementioned criteria, executives, are entitled to severance payments related to the early termination of an employment contract in good terms, based on their tenure in the Company, as follows:

- Up to ten (10) years of service in the Company, a lump sum equal to no more than 12 gross monthly salaries is awarded.
- Between ten (10) years and up to fifteen (15) years of service in the Company, a lump sum equal to no more than 18 gross monthly salaries is awarded.
- Exceeding fifteen (15) years of service in the Company, a lump sum equal to no more than 24 gross monthly salaries is awarded.

Said severance payment amount:

- Is offset against any other compensation paid due to departure on the termination of the employment contract, as such compensation shall be set by applicable law, by the Collective Labor Agreements applicable in Greece or by Voluntary Exit Schemes implemented at the same time or by a provision of an individual employment contract already signed.
- Is taxed in accordance with the applicable scale for severance payments and the tax amount is withheld from the executive's above-mentioned payment.
- Shall not have a material impact on the Company's performance and financial position.
- It is payable in a way which shall safeguard the interests of the Company and is aligned with the provisions of the Company's Remuneration Policy on the variable remuneration component. Any severance amount will be paid following the completion of a 6-month non-compete clause from the executive's termination date.

Malus & Clawback Provisions

The severance payment shall be subject to malus or clawback arrangements up to 100% based on the following criteria:

- The executive, inter alia, has committed a disciplinary offence (even if this will be revealed after the termination of employment and/or the completion of severance payments) and/or if the executive fails to comply with any confidentiality, non-disclosure and/or non-compete provision of the relevant employment and/or termination agreement.
- In case of fraud, violations of regulations / procedures/ policies, gross misconduct, discrimination or harassment, failure to meet appropriate standards of fitness and propriety, or other equally serious cause, participation in or responsibility for conduct which resulted in significant losses, misuse of confidential information, the Company shall be entitled to use any and all legal means available to claim the return of payment amounts.
- In case of pending investigation(s) by the internal audit and compliance at the time of the termination arrangements, the Remuneration & Nominations Committee's approval is required and the paid severance amount is subject to recoupment in case the investigation concludes to Company's loss.

5. OTHER PROVISIONS

Executives, whose contract is terminated under the terms of this Policy, are also entitled to the benefits below:

Outplacement

Outplacement services are a broad spectrum of career services that may be provided by a specialized consultant to guide individual for the next career step.

Insurance Coverage

Continuation of any Medical insurance program (hospital care / outpatient care coverage) for one (1) year following the termination of employment, valid also for their dependents already enrolled in the program before the separation date, according to the terms in effect for active executives. In addition, the option of continuing the aforementioned program with the same terms is offered to the Executives, at their own expense, subject to relevant agreement with the insurance company.

Existing Loan Liabilities

Existing staff loans (mortgage and consumer loans) granted by the "Piraeus Bank S.A.", will retain, provided that the Company remains a member of Piraeus Bank Group, their staff preferential terms until their date of maturity. Especially in the case of credit cards, maintenance of staff terms will continue for a period of one (1) year from the termination date. Overdue payments will be repaid upon termination date by being deducted from the lump sum payment. Salary loans must be repaid upon the termination of employment.

In case of large loan exposures:

- For debts exceeding € 300,000, a proportion of 30% shall be offset proportionally against all net severance payment amount (upfront and annual installments).
- For debts exceeding € 500,000, a proportion of 50% shall be offset proportionally against all net severance payment amount (upfront and annual installments).

6. TERMINATION PROCESS

Terms & Conditions

Any termination agreement should set out the terms and conditions under which any severance payment under this Policy should be offered to individual, including that:

- The relevant contract is not terminated for due cause (indicatively, but not exhaustively: low performance, fraud, violation of the Code of Conduct, disciplinary action etc.).
- The executive leaves the Company in good terms (including, without limitation, waiver of any and all existing or potential claims / litigation against the Company, including the right to challenge the termination agreement, obligation to fully cooperate in handover to his/her successor) and he / she cannot be rehired in the Company and the Group of Piraeus Bank for a period of five (5) years.

- The executive commits to act professionally, respecting / abiding by the terms and conditions of the relevant termination agreement in respect of the post - termination period (including, without limitation, any non- competition clauses, claw-back due to any post-termination discovery of material mismanagement, breach of confidential and non-disclosure provisions etc.).

Process

The relevant executive and the Company will enter into an agreement for an early termination of the relevant employment contract (“Termination Agreement”).

The Termination Agreement is prepared by the legal services after having consulted with the Piraeus Bank Group Human Resources, responsible for the review of the relevant performance appraisals. In parallel, the confirmation by the internal audit and compliance that no internal special investigation is in progress or no issues have been identified concerning the specific individual (disciplinary cases against the Company / Group, violations of the Code of Conduct etc.) is required. Then, the approval process described in the table below (“Table of Approvals”) is followed by the Company.

In case of pending investigations by the internal audit and/or compliance at the time of the termination arrangements, the Remuneration and Nominations Committee may, in specific circumstances duly justified and documented, grant its permission for the execution of the Termination Agreement which will explicitly provide for the recovery of the severance amount in case the report on the investigation does not conclude in favor of the executive.

The Company shall be able to demonstrate to any authority the reasons for the severance payment, the appropriateness of the amount awarded and the criteria used to determine the amount, including that it is linked to the performance achieved over time and that it does not reward failure or misconduct.

Table of Approvals

Category / Position	Proposal by	Approval by
CEO	Remuneration & Nominations Committee	Non-Executive Members of the BoD
For all other beneficiaries	CEO/Remuneration & Nominations Committee	Non-Executive Members of the BoD
<i>Notes</i> 1. The Company shall inform Piraeus Bank Group Human Resources for the proposed amount, prior to being offered.		