

Remuneration System for the members of the Executive Board of Bilfinger SE

in the version of the resolution adopted by the Supervisory Board of Bilfinger SE on March 7, 2023 (“2023 Remuneration System”)

A. MAIN FEATURES OF THE REMUNERATION SYSTEM FOR THE MEMBERS OF THE EXECUTIVE BOARD OF BILFINGER SE

The remuneration system for the members of the Executive Board is transparent and based on incentives. Along with fixed remuneration components, the remuneration of the Executive Board is composed of variable remuneration with two components; one one-year component and one multi-year component. The remuneration system aims to ensure an appropriate balance between the remuneration and the tasks and performance of the members of the Executive Board as well as the situation of the company. Accordingly, outstanding performance will be more highly remunerated, whereas failure to perform will palpably reduce the remuneration.

The Supervisory Board of Bilfinger SE most recently resolved a remuneration system for the members of the Executive Board on February 9, 2021, which was approved by the General Meeting on April 15, 2021 (“**2021 Remuneration System**”). On March 7, 2023, the Supervisory Board resolved to adjust the 2021 Remuneration System with effect as of January 1, 2024, in particular in order to meet demands by investors and proxy advisors to extend the performance period of the multi-year variable remuneration and to give more weight to ESG targets in the variable remuneration components. These ESG targets should be significant, measurable and transparent. The 2023 Remuneration System involves the following adjustments in particular:

Specification in the remuneration system	Adjustment
Performance criteria for the STI	<ul style="list-style-type: none"> – Consideration of ESG targets by inserting as an additive performance criterion with a weighting of 20% in order to increase the significance of ESG targets in the short-term variable remuneration – Deletion of the discretionary elements of individual performance factors

Specification in the remuneration system	Adjustment
Basic structure of the long-term variable remuneration	<ul style="list-style-type: none"> – Performance share plan with a three-year performance period in order to ensure a multi-year assessment basis independent of the duration of a subsequent holding period for shares – Payout by allocation of shares with a one-year holding period
Performance criteria for the LTI	<ul style="list-style-type: none"> – Expansion to two financial performance criteria in order to make the amount of the long-term variable remuneration dependent on several economic parameters – Replacement of the current Return on Capital employed (<i>ROCE</i>) financial performance criterion with the cash conversion, which takes the elements of profitability and capital into consideration and, by being easier to understand, heightens the incentive function – Inclusion of the total shareholder return (“TSR”) in order to measure the performance in comparison with a relevant peer group and reward it – Additionally, consideration of ESG targets as an additive performance criterion with a weighting of 20% in order to increase the significance of ESG targets in the variable remuneration as a whole

The system for the remuneration of the members of the Executive Board deliberately creates incentives which are aligned with and support the corporate strategy: The one-year variable remuneration is geared towards the economic success targets of the EBITA (*Earnings before Interest, Taxes and Amortization*) development and the development of the free cash flow of Bilfinger Group. Both parameters belong to the core performance measures in the Group. Additionally, in the future the one-year variable remuneration will also more strongly consider ESG targets (*Environment, Social & Governance*) in order to take the rising importance of environmental, social and governance issues into account.

In order to align the remuneration of the members of the Executive Board with the long-term success of the Company, the multi-year variable remuneration plays a key role in the total remuneration. The multi-year variable remuneration is granted in the form of a performance share plan with a three-year performance period and a subsequent mandatory one-year share acquisition and holding period. The TSR in relation to a peer group (“**relative TSR**”) and the cash conversion (quotient of free cash flow and EBITA) during the performance period are decisive as economic success targets. Both success targets particularly serve to further Bilfinger’s business strategy and long-term development. A sustainable profitability, and the corresponding implementation of the

results in liquidity – measured by the cash conversion rate – is the basic prerequisite for the company's solid financial situation, as well as the appropriate participation of all of the stakeholder groups in it. At the same time, this will enable sufficient investment in the long-term success. The expectation of a better development in relative TSR than the average of comparable companies represents the desired outperformance in comparison with the market that is relevant for Bilfinger. The development in the market is an inherent component of the business strategy and decisive for the long-term success. Additionally, the LTI also considers ESG targets in order to take the rising importance of environmental, social and governance issues into account.

Both variable remuneration components contribute to the implementation of the business strategy accordingly. The performance criteria selected, cash conversion, TSR, EBITA and free cash flow, as well as the ESG targets, form an essential component of the business strategy, providing a corresponding synchronization with the remuneration system and its incentives structure. The aforementioned key figures will be fixed on the basis of the respective budget and/or the respective medium-term planning, depending on the market environment and competitive environment to be expected, as well as the future orientation of the individual business areas.

In order to better align the interests of the members of the Executive Board with the interests of the shareholders (as an important group of stakeholders) and to guarantee Bilfinger SE's long-term and sustainable development, the members of the Executive Board are additionally obliged to acquire Bilfinger SE shares and maintain possession thereof for the duration of the appointment to the Executive Board.

The system for the remuneration of the members of the Executive Board is clear and understandable. It corresponds to the requirements of the Stock Corporation Act as amended by the Act on the Implementation of the Second Shareholder Rights Directive of December 12, 2019 (Federal Gazette (BGBl.) Part I 2019, No. 50 of December 19, 2019) and takes into account the recommendations of the German Corporate Governance Code (GCGC) as amended on April 28, 2022, unless a deviation from the GCGC has been declared.

As of January 1, 2024, the Remuneration System 2023 applies to all members of the Executive Board whose service agreements will be newly signed or extended as from the date of the approval of this system by the General Meeting on April 20, 2023. For the members of the Executive Board who were already appointed at the time the remuneration system was approved by the General Meeting, the Remuneration System 2023 can likewise be applied as of January 1, 2024. In order to implement the remuneration system, the Supervisory Board will approach those members of the Executive Board who have already been appointed on behalf of Bilfinger SE in order to agree upon corresponding adjustments of the service agreements.

B. THE REMUNERATION SYSTEM IN DETAIL

I. Components of remuneration

1. Overview of the components of remuneration and their relative share in the remuneration

The remuneration of the members of the Executive Board comprises both fixed and variable components. Fixed components of the Executive Board remuneration are the annual base salary, fringe benefits, and the company pension. Variable components are the one-year variable remuneration (Short-Term Incentive, “STI”) and the multi-year variable remuneration (Long-Term Incentive, “LTI”). Furthermore, the system of remuneration contains requirements for the acquisition of shares and shareholding for the members of the Executive Board.

Component of Remuneration	Assessment Basis / Parameter
Fixed components of the remuneration	
Annual base salary	In twelve equal instalments payable at the end of every calendar month
Fringe benefits	<ul style="list-style-type: none">– Private use of a company car; use of a driver from the pool, if available– Means of communication– Accident insurance– D&O insurance¹
Pension	<ul style="list-style-type: none">– Insurance-related pension commitment through the provident fund (<i>Unterstützungskasse</i>) (company pension scheme (<i>betriebliche Altersversorgung</i>, “bAV”)) or in the form of a pension payment as an additional fixed salary component– Annual amount of up to 50% of annual base salary
Variable components of remuneration	
One-year variable remuneration (STI)	Type of plan: Target bonus
	Limitation: 200% of the target amount
	Performance criteria: – EBITA (40%),

¹ The D&O insurance is currently not classified as a remuneration component, but rather as predominantly in the interest of the company. This may change in the future, so D&O insurance has been listed as an anticipatory measure.

Component of Remuneration	Assessment Basis / Parameter
	<ul style="list-style-type: none"> – Free cash flow (40%) and – ESG targets (20%) <p>Assessment period: One year forward-oriented</p> <p>Payout date: Two weeks after the ordinary General Meeting of Bilfinger SE, to which the annual financial statements for the fiscal year concerned is submitted</p>
Multi-year variable remuneration (LTI)	<p>Type of plan: Performance Share Plan with a shareholding obligation</p> <p>Limitation: 200% of the target amount (at the end of the performance period)</p> <p>Performance criteria: <ul style="list-style-type: none"> – Cash conversion (40%) – Relative TSR (40%) – ESG targets (20%) </p> <p>Performance period: Three years forward-oriented, followed by one-year shareholding obligation</p> <p>Payout: In shares or in cash (with an obligation to acquire shares)</p> <p>Payout/share allocation date: Fourteenth banking day after the ordinary General Meeting of Bilfinger SE, to which the annual financial statements for the third fiscal year of the performance period is submitted</p>

Further benefits

Special payments	In exceptional cases for outstanding performance or extraordinary success
Benefits for newly appointed members of the Executive Board on the occasion of taking office	<ul style="list-style-type: none"> – Where applicable: Payments to offset forfeited variable remuneration or other financial disadvantages – Where applicable: Sign-on bonus – Where applicable: Minimum remuneration guarantee

On the basis of the remuneration system, the Supervisory Board will establish a specific target total remuneration for every member of the Executive Board that is appropriate to the tasks and performance of the member of the Executive Board and to the Company’s situation and does not

exceed the customary remuneration without any special reasons. The target total remuneration comprises the sum of all of the components of remuneration relevant for the total remuneration. With respect to STI and LTI, the target amount will be based on a 100% target achievement. The proportion of the multi-year variable remuneration in the target total remuneration will exceed the proportion of the one-year variable remuneration in the target total remuneration. The relative shares of the fixed and variable components of remuneration are presented below in relation to the target total remuneration.

approx. 40-50%	approx. 20-30%	approx. 25-35%
Fixed remuneration	Variable remuneration	
Annual base salary + Fringe benefits + Company pension benefits	STI	LTI

For the members of the Executive Board with current appointments, the share of the fixed remuneration (annual base salary, company pension benefits and fringe benefits) amounts to approximately 45% of the target total remuneration and the share of the variable remuneration (STI and LTI) comprises approximately 55% of the target total remuneration. The share of the STI (target amount) in the target total remuneration is approximately 25% and the share of the LTI (target amount) in the target total remuneration is approximately 30%.

The aforementioned shares may deviate slightly for future fiscal years due to the development of the expenditure for the contractually promised fringe benefits as well as for any new appointments. The same applies where a member of the Executive Board takes over a vacant area of Executive Board responsibility on an interim basis and the Supervisory Board grants additional remuneration for this. What is more, the aforementioned shares may deviate when granting any payments on the occasion of a member assuming office or when providing remuneration guarantees or special payments for new appointments.

2. Fixed components of remuneration

2.1 Annual base salary

The members of the Executive Board will receive an annual base salary in twelve equal instalments, which will be paid out at the end of a calendar month.

2.2 Pension

Bilfinger SE will grant the members of the Executive Board a pension. The commitment can be granted as an insurance-related pension commitment through the provident fund (*Unterstützungskasse*) (company pension scheme (*betriebliche Altersversorgung*, "bAV")) or in the form of a pension payment as an additional fixed salary component. The annual contribution to the company pension scheme, or pension payment as the case may be, shall be agreed upon between

Bilfinger SE and the member of the Executive Board and amounts to a maximum of 50% of the annual base salary agreed upon.

2.3 Fringe benefits

The members of the Executive Board are entitled to standard fringe benefits. These fringe benefits currently comprise the following in particular:

Bilfinger SE currently provides a company car for every member of the Executive Board, including private use. The members of the Executive Board may – if available – utilize a driver from the Bilfinger SE pool. Furthermore, members of the Executive Board may also privately use the means of communication provided by Bilfinger SE. Bilfinger SE will grant the members of the Executive Board accident insurance (death and invalidity). Moreover, the members of the Executive Board are covered by the D&O insurance of Bilfinger SE.²

Bilfinger SE may provide the described fringe benefits to the members of the Executive Board in another form instead (e.g., cash payment instead of providing a company car) and provide other customary fringe benefits to a reasonable extent.

2.4 Other benefits in special cases

In individual cases, the Supervisory Board may grant a payment on the occasion of a new member of the Executive Board assuming office in the year of assumption (sign-on bonus) or, where applicable, the second year of the appointment due to the assumption of office or may grant a remuneration guarantee. This also includes the option of splitting such a payment or remuneration guarantee between the year of assumption and the second year of the appointment. The provision of such a payment or remuneration guarantee may compensate for example for any losses of variable remuneration from the former employer suffered by the member of the Executive Board due to the transfer to Bilfinger SE.

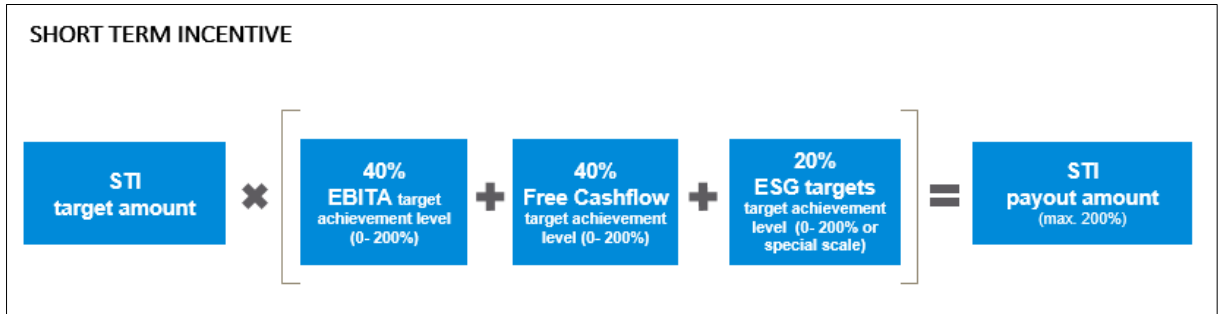
3. Variable components of remuneration

In the following, the Executive Board's variable components of remuneration are described in detail. In doing so, it will be made clear what the connection is between the achievement of the performance criteria and the payout amounts. Furthermore, it will be explained in what form and when the members of the Executive Board may dispose of the variable remuneration amounts granted.

² The D&O insurance is currently not classified as a remuneration component, but rather as predominantly in the interest of the company. This may change in the future, so D&O insurance has been listed as an anticipatory measure.

3.1 One-year variable remuneration (STI)

The STI is a performance-related bonus with a one-year assessment period. The STI depends on the key economic success targets for Bilfinger SE and ESG targets.



The two economic success targets used to calculate the payout amounts from the STI are the EBITA and the free cash flow of the Group, each of which are weighted with 40%. The ESG targets as the third success target are weighted with 20%.

3.1.1 Economic success targets

For the fiscal year and taking into account the current business planning prepared by the Executive Board, the Supervisory Board will set the following for each of the economic success targets of EBITA and free cash flow:

- a minimum value which corresponds to the degree of target achievement of 50%;
- a target value which corresponds to the degree of target achievement of 100%; and
- a maximum value which corresponds to the degree of target achievement of 200%.

Values between the minimum value and the target value and between the target value and the maximum value will be intrapolated linearly.

After the end of the fiscal year, the degree of target achievement of the economic success targets will be ascertained. Essentially, the actually achieved values of the EBITA and the free cash flow according to the approved consolidated financial statements of Bilfinger SE will be decisive. The Supervisory Board is entitled to take into account any retroactive changes in the allocation of the activities compared to the business planning prepared by the Executive Board, which the Supervisory Board had already considered when fixing the corresponding target value. In doing so, the Supervisory Board may also adjust any capital gains and losses (insofar as they are not immanent in the business model of the Bilfinger Group) not contained in the business planning prepared by the Executive Board, earnings effects from acquisitions or disinvestments made during the year, as well as any not budgeted restructuring expenditures with respect to the actually achieved values. The same will apply, if the Supervisory Board, when setting the target values, explicitly reserves the right to make a corresponding adjustment of a specific circumstance, which was unable to be quantified at the time of fixing the target.

3.1.2 ESG targets

For the fiscal year and taking into account the corporate strategy and the current business planning prepared by the Executive Board, in addition to the economic success targets, the Supervisory Board will set one to three measurable ESG targets. The Supervisory Board can select them from the following areas, whereby a target need not be selected from each area:

- Environment (e.g. CO₂ emissions)
- Social (e.g. lost time injury frequency, employee satisfaction or learning hours per employee)
- Governance (e.g. net promoter score)

At the same time, the Supervisory Board will determine for the respective fiscal year for the selected ESG targets how they are weighted in relation to each other and define for each selected ESG target the manner in which the target achievement will be measured. As a rule, the Supervisory Board will fix for each ESG target:

- a minimum value which corresponds to the degree of target achievement of 50%;
- a target value which corresponds to the degree of target achievement of 100%; and
- a maximum value which corresponds to the degree of target achievement of 200%.

The Supervisory Board may, however, lay down a method of measuring the target achievement that differs from this approach if it finds it more suitable for the respective ESG target.

Following the expiry of the fiscal year, the target achievement level for the fiscal year will be determined on the basis of the method established for measuring the target achievement and the weighting specified for the ESG targets in relation to each other.

3.1.3 Calculation of the payout amount

As a first step, the Supervisory Board will calculate the payout amount from the STI after the end of the fiscal year according to the following formula:

$$\begin{aligned} & (\text{STI target amount}) \times \\ & [(\text{target achievement level EBITA} \times 40\%) + (\text{target achievement level free cash flow} \times 40\%) + \\ & \quad (\text{ESG target achievement level} \times 20\%)] \\ & = \text{STI payout amount} \end{aligned}$$

In a second step, the Supervisory Board will check to see whether the calculated payout amount from the STI is to be reduced due to a malus within the meaning of Item 3.4 or, within the meaning of Item 3.4, to be raised due to a subsequent positive correction of the consolidated financial statements.

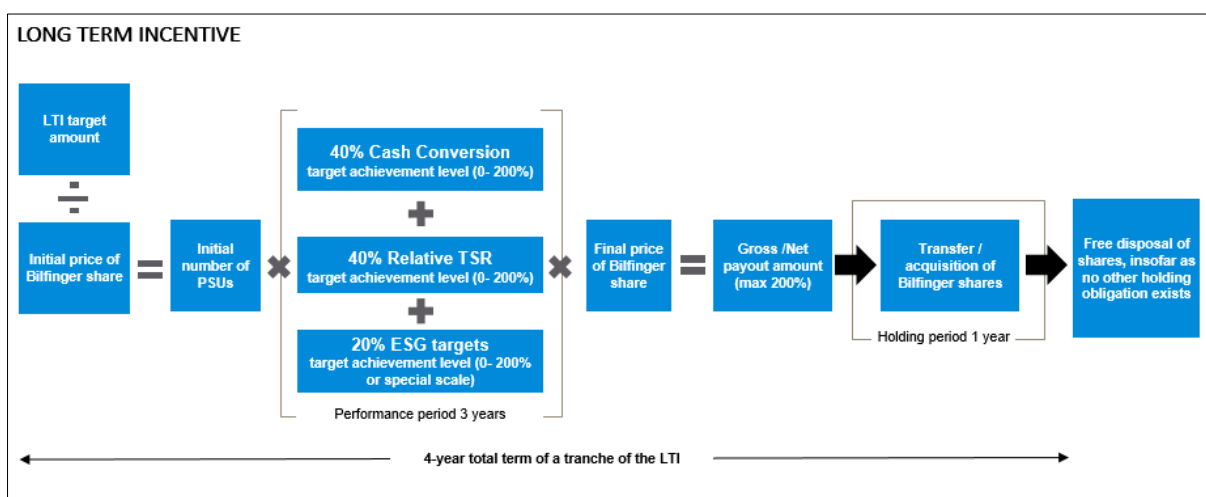
The payout amount from the STI is to be limited to a maximum of 200% of the target amount. The payout amount is due for payment two weeks after the ordinary General Meeting of Bilfinger SE, to which the annual financial statements for the respective fiscal year are submitted.

In the event of any extraordinary events or developments, the Supervisory Board is authorized to adapt the STI terms and conditions appropriately at its discretion, insofar as they have not already led to an adjustment when ascertaining the actually achieved values of the economic success targets. Extraordinary events or developments may, for example, be an acquisition or a disinvestment of a business or parts of a business or of participations in companies, a merger of the Company with another company, changes in the legal and/or regulatory framework, a significant change in the market environment, natural disasters, pandemics or wars.

3.2 Multi-year variable remuneration (LTI)

The LTI is granted in the form of a performance share plan with a three-year performance period and a subsequent one-year mandatory share acquisition and share holding period. The cash conversion (quotient of free cash flow and EBITA) and the relative TSR during the three-year performance period are decisive as economic success targets. The economic success targets are each weighted with 40%. Additionally, LTI also takes into consideration as a third success target ESG targets with a weighting of 20%.

After the expiration of the performance period, the Supervisory Board may either transfer shares to the member of the Executive Board or pay out the virtual net amount in cash in connection with the obligation of the member of the Executive Board to acquire Bilfinger shares on fixed days with this amount.



For every performance period, a tranche of virtual shares in Bilfinger SE, so-called Performance Share Units (“PSU”) will be allocated to the members of the Executive Board at the beginning of the first fiscal year of the performance period. The three-year performance period begins on January 1 of the first year of the performance period and ends on December 31 of the third year of

the performance period. The allocated quantity of PSUs of the respective tranche (“**initial quantity**”) is the quotient commercially rounded to whole shares from the individual LTI target amount and the initial share price of the Bilfinger share for the respective fiscal year. The initial share price is the arithmetic mean, commercially rounded to two decimal digits, of the Xetra final share prices of the Bilfinger share at the Frankfurt stock exchange (or a successor system in lieu of this exchange) over the past 30 trading days prior to the start of the first fiscal year of the performance period.

3.2.1 Economic success targets

a) Cash conversion

For the three-year performance period, taking into account the current business planning prepared by the Executive Board, the Supervisory Board will set the following for the economic target cash conversion:

- a minimum value which corresponds to the degree of target achievement of 50%;
- a target value which corresponds to the degree of target achievement of 100%; and
- a maximum value which corresponds to the degree of target achievement of 200%.

Values between the minimum value and the target value and between the target value and the maximum value will be intrapolated linearly.

After the end of each fiscal year during the performance period, the cash conversion achieved for the fiscal year will be calculated as the quotient from the reported free cash flow and the reported EBITA. The basis will be deemed to be the free cash flow and the EBITA from the approved consolidated financial statements for the relevant fiscal year. Any adjustments will be governed from the provisions on the economic success targets for the STI (see above). After the expiry of the performance period, the mathematical average of the annually determined cash conversion over the performance period will be calculated.

b) Relative TSR

The Supervisory Board will define the TSR peer group relevant for the economic success target of the relative TSR for the respective performance period as follows: It will consist of at least 16 companies (“**Minimum Number**”) which are comparable with the Bilfinger Group from the Supervisory Board’s point of view (e.g. due to their comparable size, comparable business, comparable situation). The TSR peer group will be determined independent of the peer group for a horizontal comparison of remuneration pursuant to recommendation G.3 GCGC. The selected peer group will be subsequently published in the remuneration report.

After the expiry of the performance period, the target achievement for the relative TSR will be calculated by measuring the TSR development of Bilfinger SE in relation to the TSR

development of the companies in the peer group during the performance period. A company in the peer group that was not listed within the meaning of Sec. 3 (2) of the German Stock Corporation Act (*AktG*) during the entire performance period will not be taken into consideration. Should the number of companies in the TSR peer group fall below the Minimum Number during the performance period, the Supervisory Board will be entitled to replenish it retroactively to the beginning of the performance period up to the Minimum Number with companies, which are comparable to the Bilfinger Group from the Supervisory Board's point of view. In order to calculate the target achievement, in a first step the TSR of Bilfinger SE and the companies in the peer group will be sorted in descending order. This means that the highest TSR will be in first place. In a second step, the percentile rank achieved by Bilfinger SE within the peer group will be determined. In a third step, based on the calculated percentile rank, the target achievement for the relative TSR will be calculated in accordance with the following target range:

- Below the 50th percentile rank = target achievement of 0%
- 50th percentile rank = target achievement of 50%
- 90th percentile rank = target achievement of 200%

Values between the 50th percentile rank and the 90th percentile rank will be interpolated linearly.

3.2.2 ESG targets

In addition to the economic success targets, the Supervisory Board will set one to three measurable ESG targets for the performance period while taking into account the corporate strategy and the current business planning prepared by the Executive Board. The Supervisory Board can select them from the following areas, whereby a target need not be selected from each area:

- Environment (e.g. CO₂ emissions)
- Social (e.g. lost time injury frequency, employee satisfaction or learning hours per employee)
- Governance (e.g. net promoter score)

The ESG targets for the respective LTI tranche can be set independent of the ESG targets for the STI. At the same time, the Supervisory Board will determine for the selected ESG targets of the respective LTI tranche how they are weighted in relation to each other and define for each selected ESG target the manner in which the target achievement will be measured. As a rule, the Supervisory Board will fix for each ESG target:

- a minimum value which corresponds to the degree of target achievement of 50%;
- a target value which corresponds to the degree of target achievement of 100%; and

- a maximum value which corresponds to the degree of target achievement of 200%.

The Supervisory Board may, however, lay down a method of measuring the target achievement that differs from this approach if it finds it more suitable for the respective ESG target.

Following the expiry of the performance period, the target achievement level for the ESG targets will be determined on the basis of the methodology established for measuring the target achievement for the relevant LTI tranche and the weighting specified for the ESG targets in relation to each other.

3.2.3 Calculation of the overall target achievement level and the payment amount

Upon the expiry of the performance period, the Supervisory Board will calculate the overall target achievement level in accordance with the following formula:

$$\begin{aligned} \text{Overall target achievement level} = & \\ & (\text{target achievement level cash conversion} \times 40\%) + (\text{target achievement level TSR} \times 40\%) + \\ & (\text{target achievement level for the ESG targets} \times 20\%) \end{aligned}$$

To calculate the final quantity of PSUs of the tranche, the initial quantity of the PSUs will be multiplied by the overall target achievement level and commercially rounded to the whole PSU. The final quantity of PSUs will then be multiplied by the final share price of the Bilfinger share (i.e. the arithmetic mean, commercially rounded to two decimal digits, of the Xetra final share prices of the Bilfinger share at the Frankfurt stock exchange (or a successor system in lieu of this exchange) over the past 30 trading days prior to the end of the third fiscal year of the performance period). This results in the virtual gross payout amount. The virtual gross payout amount is limited to 200% of the LTI target amount agreed in the service agreement. The Supervisory Board is authorized

- to adapt the virtual gross payout amount appropriately at its due discretion in the event of any extraordinary events or developments, in particular with any extreme share price increases, material changes in the structure of the Group, or the unexpected change in the legal and regulatory framework, as well as with the explicitly declared reservation of the adjustment of a circumstance by the Supervisory Board when fixing the target value, and
- to reduce the virtual gross payout amount due to a malus within the meaning of Item 3.4.

In the event of a subsequent positive correction of the consolidated financial statements, the Supervisory Board is authorized to retroactively raise the LTI within the meaning of Item 3.4. The limit of the virtual gross payout amount remains unchanged at 200% of the LTI target amount agreed in the service agreement.

The virtual net payout amount results from the virtual gross payout amount after any adjustments or reductions less taxes and levies.

Bilfinger SE will transfer a number of Bilfinger shares corresponding to the quotients from the virtual net payout amount and the Xetra final share price of the Bilfinger share on the tenth stock market trading day after the ordinary General Meeting of Bilfinger SE to which the annual financial statements for the third fiscal year of the performance period are submitted; commercially rounded to whole shares. The member of the Executive Board is further obligated to hold a quantity of Bilfinger shares corresponding to the number of transferred Bilfinger shares, for at least one year as of the transfer of the Bilfinger shares. This will also apply in the event of the end of an appointment or of the service agreement prior to the expiration of the one-year holding period.

The Supervisory Board may decide to pay out the virtual net payout amount wholly or partly (“**cash settlement**”) to the member of the Executive Board instead of the transfer of Bilfinger shares. In this case, the member of the Executive Board is obligated to acquire Bilfinger shares in the amount of the cash settlement, namely on fixed acquisition days. The member of the Executive Board is further obligated to hold a quantity of Bilfinger shares corresponding to the number of acquired Bilfinger shares, for at least one year as of the acquisition of the Bilfinger shares. This will also apply in the event of a termination of the appointment or of the service agreement.

The transfer of the Bilfinger shares and/or the cash settlement shall occur by no later than on the fourteenth banking day after the ordinary General Meeting of Bilfinger SE, to which the annual financial statements for the fiscal year of the performance period are submitted.

Conflicts with insider regulations are avoided for the members of the Executive Board by the selected design of the terms and conditions regarding the acquisition and holding of Bilfinger shares, in particular by the stipulation of fixed days for the acquisition.

3.3 Reduction and lapse of the variable remuneration

If the service agreement begins or ends during an ongoing fiscal year, the STI target amount and the LTI target amount of the tranche for this fiscal year will be reduced pro rata temporis. In the case of the LTI, the first year of the performance period will be decisive. The date on which the STI and LTI come due and their calculation parameters will not be affected by assumption of office or departure of the member of the Executive Board during the year.

If the member of the Executive Board was unable to work for longer than six months due to illness or for personal reasons, or if his/her employment has rested for more than six months for other reasons, the STI target amount and the LTI target amount will be reduced pro rata temporis for the period of time exceeding six months.

In the event that the service agreement is validly terminated by Bilfinger SE for a reason for which the member of the Executive Board is responsible, any and all claims arising from the STI and the LTI for the ongoing fiscal year or the ongoing performance periods will lapse.

If the member of the Executive Board dies prior to the payout of the STI or the LTI, the payout amounts will be calculated in accordance with the provisions of the service agreement and paid out to the heirs on the dates provided in the service agreement.

3.4 Malus and clawback provision for the variable remuneration

Bilfinger SE may reduce, or completely cancel, or reclaim, wholly or in part, the STI payout amount and/or the virtual gross payout amount of the LTI in the event of a deliberate or grossly negligent serious breach

- by the member of the Executive Board against the principles contained in the Bilfinger Code of Conduct,
- by the member of the Executive Board against the duties of care when managing the company, or
- of the Bilfinger Code of Conduct by employees of Bilfinger SE or by members of corporate bodies or by employees of companies affiliated with Bilfinger SE, if the member of the Executive Board has breached the corresponding organizational and supervising duties to a serious degree (“**breach**”),

during the assessment period for a variable component of remuneration – the relevant fiscal year for the STI, and the performance period for the LTI, and until the expiration of the one-year holding period. The Supervisory Board makes a decision in the respective individual case at its due discretion while taking into consideration the severity of the breach and the amount of the financial loss or damage to the reputation of Bilfinger SE caused by the breach.

The Supervisory Board may reduce down to zero the amount of individual or all variable components of the STI and the LTI remuneration in the assessment period in which the breach occurs and which have not yet been paid out at the time of the decision by the Supervisory Board to reclaim the disbursements. Furthermore, in the event of subsequent knowledge or subsequent discovery of a breach, already disbursed variable elements of the STI and the LTI remuneration in the assessment period in which the breach occurs, may be wholly or partly reclaimed, if not more than five years have elapsed since the payout of the respective disbursement amounts. The reduction or reclaim is also possible if the employment relationship was already ended at the time of the decision to reclaim the disbursements.

Furthermore, Bilfinger SE will have a claim to a reclaim against the member of the Executive Board if after the payout of the respective payout amount of the STI and/or the LTI, it turns out that published consolidated financial statements concerning the assessment period of the STI and/or the LTI were objectively erroneous and therefore had to be retroactively corrected in accordance with the relevant accounting regulations and no or a smaller STI payout amount and/or virtual gross payout amount for the LTI would have been incurred based on the corrected consolidated financial statements. The assertion of the claim to a reclaim is at the due discretion of the Supervisory Board. If the correction of the consolidated financial statements leads to a higher payout amount of the STI and/or the virtual gross payout amount of the LTI, Bilfinger SE will pay the amount of the difference to the member of the Executive Board.

3.5 Special Payment

In the event of any outstanding, extraordinary successes or individual performance of a member of the Executive Board, which are significantly advantageous to the Company, and which will bring the Company future benefits, the Supervisory Board may, by way of an exception and at its due discretion, decide to grant the member of the Executive Board an appropriate special payment, if the special payment lies in the Company's interests in the estimation of the Supervisory Board. The following may apply as extraordinary success or extraordinary individual performance:

- the longer-term takeover of additional areas of Executive Board responsibility due to the impediment or vacancy of the member of the Executive Board who is responsible;
- the final aversion of extraordinary risks for the continued existence of the Company or of the Group due to a personal extra-mandatory commitment of the member of the Executive Board; or
- the successful conclusion of a transaction that is strategically very important for the Company or of a merger with another company due to a personal extra-mandatory commitment of the member of the Executive Board;
- the successful refinancing of the Bilfinger Group during a liquidity crisis of the Company evoked by an unforeseeable crisis.

The Supervisory Board may agree on other individual examples for special comparable circumstances or extraordinary performance, which may be the basis for a special payment.

Furthermore, the total emoluments for the fiscal year, in which the special payment is made, must also be appropriate when considering the special payment within the meaning of Sec. 87 (1) of the German Stock Corporation Act (*AktG*). Any special payment will be credited towards the maximum remuneration.

3.6 General share acquisition and holding obligation

The share acquisition and holding obligation for the Executive Board forms another key element of the remuneration system with the objective of promoting the Company's long-term and sustainable development. The members of the Executive Board are obligated to acquire at least a number of shares in Bilfinger SE every fiscal year during the term of their appointment, the purchase prices of which (including the ancillary acquisition costs) together correspond to one-fifth of their gross annual base salary. Exceeding the requirement in one year will be credited towards the following years. Likewise, shares that Bilfinger SE transfers to the member of the Executive Board as part of the LTI or that the member of the Executive Board acquires with a cash settlement due to the obligation to acquire and hold shares as part of the LTI may also be credited in case of a corresponding provision in the service agreement.

The obligation to acquire and hold shares is capped over the whole duration of the service agreement. The upper limit (cap) comprises the number of shares the purchase prices of which (including the ancillary acquisition costs) together correspond to a gross annual base salary. Members of the Executive Board are obligated to hold the number of shares corresponding to the upper limit during the term of their appointment to the Executive Board of Bilfinger SE.

II. Maximum remuneration

The total remuneration to be granted for one fiscal year is (independent of the date of its disbursement) absolutely limited at the top (maximum remuneration). In this sense, the total remuneration consists of the annual base salary, the STI and the LTI, any further payments in special cases (sign-on bonus, remuneration guarantee), any special payment, company pension benefits and fringe benefits. For the Chairman of the Executive Board, the gross maximum remuneration will be EUR 5,300,000 and for the ordinary members of the Executive Board, the gross maximum remuneration will be EUR 3,500,000; in individual service agreements, lower amounts may be agreed. In the event that the tasks of the Chairman of the Executive Board are performed by another member of the Executive Board for an interim period, the Supervisory Board may provide that the maximum remuneration amount of the Chairman of the Executive Board apply to this period accordingly. Should the employment relationship end in the course of a year, a pro rata maximum remuneration will apply to the respective fiscal year. Should the employment relationship commence in the course of a year, the maximum remuneration for the respective fiscal year will not be reduced pro rata in order to take into account special aspects in the year in which the member assumed office.

If the remuneration exceeds the maximum remuneration, the gross payout amount for the LTI for the respective fiscal year will be reduced. Insofar as this is insufficient to comply with the maximum remuneration, the Supervisory Board may, at its due discretion, reduce other components of the remuneration or demand the reimbursement of already paid out remuneration.

Independent of the fixed maximum remuneration, moreover, the payout amounts of STI and LTI are capped relative to the respective target amount at 200%.

III. Remuneration-related legal transactions

1. Durations of remuneration-related legal transactions

1.1 Terms of the service agreements

The service agreements of the members of the Executive Board will apply for the duration of the ongoing appointments. The term of the service agreements of the members of the Executive Board will not exceed the maximum duration of five years, whereby in principle, first-time appointments will not exceed a term of three years.

The service agreements will automatically extend for the term of a renewed appointment, unless otherwise agreed.

1.2 Tying clause

If the appointment as a member of the Executive Board pursuant to Sec. 84 (3) of the German Stock Corporation Act (*AktG*) is revoked or otherwise prematurely terminated by Bilfinger SE, the service agreement will end automatically with the expiration of the notice periods provided in Sec. 622 of the German Civil Code (*BGB*).

1.3 Right of termination in the event of a change of control

In the event of a change of control, the service agreements may provide that the members of the Executive Board may terminate their service agreement with a notice period of six months to the end of a calendar month.

Benefits on the occasion of the premature termination of the service agreement due to a change of control (in particular for payment of severance) will not be promised.

2. Compensation for the non-compete clause

The Supervisory Board may principally agree upon a post-contractual ban on competition with the members of the Executive Board and grant these payments of compensation for the non-complete clause. For each month of the post-contractual ban on competition, the maximum compensation for the non-complete clause will amount to one-twelfth of the annual base salary.

Currently, all members of the Executive Board are, for the duration of a compensation period of 12 months as of the date of the end of their service agreement, subject to a post-contractual ban on competition. For the duration of the ban on competition, the members of the Executive Board will receive monthly compensation at the level of one twelfth of the annual remuneration due to the member of the Executive Board (annual base salary plus variable remuneration). Any other remuneration that a member of the Executive Board receives during the term of the post-contractual ban on competition by utilizing his working capacity, will be credited in the amount of 50% toward the compensation for the month for which such remuneration is incurred. Any payments from the company pension will be credited toward this compensation for the non-compete clause.

3. Compensation on dismissal

In the event of a premature termination of the appointment without good cause, any payments agreed, if necessary, to the member of the Executive Board will not exceed the value of the remuneration for two years (severance cap) and will not provide compensation for more than the remaining term of the service agreement. Any severance payment will be credited to the compensation for the non-compete clause within the framework of the post-contractual ban on competition.

IV. Consideration of the remuneration and employment terms and conditions of the employee when fixing the remuneration system

Whilst fixing the remuneration system as well as the specific amount of remuneration for the members of the Executive Board, the Supervisory Board considered both the remuneration and employment conditions of Bilfinger SE employees. To this end, the Supervisory Board defined as top management the Management Level 1 and demarcated this both from Bilfinger SE's Executive Board and its total workforce. During regular assessments of whether the Executive Board remuneration is appropriate, the Supervisory Board also particularly takes into account whether adjustments in time are necessary due to a change in the relation of the remuneration for the Executive Board, Management Level 1 and the entire workforce or due to the developments in the remuneration of individual groups.

V. Procedure for fixing, implementing, and reviewing the Remuneration System

The Supervisory Board will adopt a clear and understandable remuneration system for the members of the Executive Board. The Presiding Committee is responsible for preparing the resolution of the Supervisory Board on the remuneration system and for the regular review of the remuneration system. For this purpose, the Presiding Committee will prepare a report and a draft resolution. The Supervisory Board will review the remuneration system at its due discretion, but by no later than every four years. The Supervisory Board will conduct a market comparison and take into consideration in particular any changes in the corporate environment, the overall economic situation, and the Company's strategy, changes and trends with respect to the national and international corporate governance standards and the development of the remuneration and employment conditions of the workers pursuant to Item B.IV. If required, the Supervisory Board or the Presiding Committee will call upon external compensation experts and other advisors. In doing so, the Supervisory Board will pay attention to the independence of the external compensation expert and advisors of the Executive Board and will make provisions in order to avoid conflicts of interest.

The Supervisory Board will submit the remuneration system adopted by it to the General Meeting for approval in the event of any material change, but at least every four years. If the General Meeting does not approve the submitted remuneration system, the Supervisor Board will submit a reviewed remuneration system to the General Meeting for approval, by no later than the following ordinary General Meeting.

By taking suitable measures, the Supervisory Board and the Presiding Committee will ensure that possible conflicts of interest on the part of the members of the Supervisory Board participating in the consultations and decisions on the remuneration system are avoided and if necessary, resolved. Every Supervisory Board member is obligated to report any conflicts of interest to the Chairman of the Supervisory Board. The Chairman of the Supervisory Board will disclose any conflicts of interest concerning him to his Deputy. The Supervisory Board will decide, case-by-case, on how to deal with an existing conflict of interest. In particular, a possibility to be considered is that a

Supervisory Board member affected by a conflict of interest will not participate in a meeting or individual consultations and decisions of the Supervisory Board or of the Presiding Committee.

The Supervisory Board may, by resolution, temporarily depart from the remuneration system and its individual components as well as from the terms and conditions of individual elements of remuneration or introduce new elements of remuneration, if this is necessary in the interest of the long-term well-being of Bilfinger SE. The Supervisory Board will reserve such deviations for extraordinary circumstances, such as an economic or corporate crisis, for example. In the event of an economic crisis, the Supervisory Board may depart from the planning conditions of the STI and/or the LTI in particular.

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