



SENIOR EXECUTIVES SEVERANCE PAYMENT POLICY

MAY 2023

A. INTRODUCTION - PURPOSE

The purpose of the present severance payment policy (the “**Policy**”) is to

- Facilitate the planned and timely succession of senior management;
- Contribute to attracting and retaining high caliber management members from the market and
- Support the responsible separation process with senior management members who depart consensually as ‘good leavers’ (as defined below).

B. SCOPE OF APPLICATION

Subject to the terms and conditions hereof, the present Policy applies exclusively to the following categories of Senior Management and Key Function Holders of Alpha Bank S.A. (the ‘**Bank**’) and members of the Bank’s group of companies (each a “**Senior Executive**”), namely the:

- CEO
- General Managers (Chiefs) who are members of the Executive Committee
- Chiefs that are part of the senior leadership team who are not members of the Executive Committee
- The CEOs of the two largest subsidiaries of the Bank, namely being Alpha Bank of Cyprus and Alpha Bank Romania
- Head of Internal Audit
- Head of Compliance and
- New Hires

For the purposes of this Policy “**New Hire**” means any person who is appointed as Senior Executive and has completed at least twelve (12) months of service with the Bank at such position.

C. NATURE OF THE POLICY

1. **Voluntary Nature:** the Policy and any payment effected in its context is voluntary (in Greek - *οικειοθελής παροχή*) for the Bank (i.e. it is offered at the Bank’s discretion) and may be withdrawn at any time by way of a resolution of the Board of Directors of the Bank.
2. **Application of Policy:** the present Policy applies to consensual departures of Senior Executives, who depart as ‘good leavers’ (as this term is defined in Annex I of the Remuneration Policy of the Bank) and enter into a Termination Agreement (as defined below) with the Bank, excluding cases of unilateral termination by the Senior Executive of the relevant employment agreement (by way of resignation) and/or retirement.
3. **Applicable Framework:** The Policy is subject to all applicable laws and regulations (“**All Applicable Laws**”) including the provisions of Law 4548/2018 (including articles 99 et seq. and articles 109 to 114), Law 4261/2014 (including articles 84 to 88), Law 3864/2010 (to the extent applicable) and BoG Executive Committee Act 178/5/2.10.2020, the EBA Guidelines on Sound Remuneration and the relevant Collective Agreements (sectoral, enterprise level etc.), all as in force from time to time.

D. TERMINATION AGREEMENT

1. Governance for the application of the Policy: The departure of a Senior Executive may be brought within the ambit of the present Policy only by the relevant Senior Executive and the Bank entering into an agreement for the termination of the relevant employment contract of the Senior Executive, as proposed by the Bank (the “**Termination Agreement**”), as follows:

- a. Termination Agreement for a Senior Executive (other than the CEO and/or an ExCo Member):** If the Termination Agreement concerns a Senior Executive other than the CEO and/or a Member of the Executive Committee of the Bank, then such Termination Agreement is prepared by the Legal Services Division at the instruction of the Executive Committee of the Bank (the “**ExCo**”), after having consulted with the Human Resources Division and received confirmation by the Compliance and Internal Audit Divisions that no findings have been identified for the specific Senior Executive. The Remuneration Committee (the “**RemCo**”) is informed of the execution of each Termination Agreement at its meeting immediately following any such execution.
- b. Termination Agreement for an ExCo Member:** If the Termination Agreement concerns an ExCo Member, then such Termination Agreement is prepared by the Legal Services Division at the instruction of the Chief Executive Officer (the “**CEO**”), after having consulted with the Human Resources Division and received confirmation by the Compliance and Internal Audit Divisions that no findings have been identified for such an ExCo Member. The Remuneration Committee (the “**RemCo**”) is informed of the execution of each Termination Agreement at its meeting immediately following any such execution.
- c. Termination Agreement for the CEO:** If the Termination Agreement concerns the CEO, then such Termination Agreement is prepared by the Legal Services Division at the instruction of the Chair of the Board of Directors, after having consulted with the Human Resources Division and received confirmation by the Compliance and Internal Audit Divisions that no findings have been identified for the CEO. Once finalized, and before its execution, the Termination Agreement for the CEO is submitted for endorsement by the RemCo and then, if endorsed by the RemCo, for approval by the Board of Directors. Once approved, the Termination Agreement is executed between the Bank and the CEO.

2. Terms and Conditions of any Termination Agreement: Any Termination Agreement should set out the terms and conditions, under which any severance payment under this Policy should be offered and paid to the Senior Executive, including that

- (i) the Senior Executive’s contract is not terminated for serious cause (in Greek *σπουδαίος λόγος*) attributable to such Senior Executive (including without limitation sub-performance, fraud, violation of the Code of Ethics, disciplinary action, etc.);
- (ii) the Senior Executive leaves the Bank on “good terms” (including, without limitation, waives any and all existing or potential litigation against the Bank, including the right to challenge the Termination Agreement, cooperates fully in handover to his/her successor) and so, the Senior Executive is a ‘good leaver’ (in the sense of Annex I of the Remuneration Policy of the Bank) and

- (iii) the Senior Executive continues to act professionally, observing the terms and conditions of the relevant Termination Agreement that govern the post-termination period (including, without limitation, any non-competition clauses, clawback due to any post-termination discovery of material mismanagement in risk-, audit- or HR-related issues, breach of confidential and non-disclosure provisions, etc.).

E. SEVERANCE PAYMENT

1. Amounts payable under the Policy: Any amount payable by the Bank under this Policy but subject to the terms and conditions of the relevant Termination Agreement shall be paid in cash. No such payment may exceed a total of 24 gross monthly salaries as severance payment except for the CEO. In particular, depending on the years of the Senior Executive's continuous service in the Bank:

- For New Hires and up to 6 years of consecutive service: an amount of 12 gross monthly salaries shall be paid.
- For more than 6 and up to 15 years of consecutive service and for Senior Executives who qualified as "New Hires" under the Replaced Policy: an amount of 18 gross monthly salaries shall be paid.
- For consecutive service exceeding 15 years: an amount of 24 gross monthly salaries shall be paid and
- For the CEO (a) who qualifies as a New Hire and up to 15 years of consecutive service an amount of 24 gross monthly salaries shall be paid and (b) for more than 15 years of consecutive service, an amount of 30 gross monthly salaries shall be paid.

For the purposes of this Policy "Replaced Policy" means the Severance Payment Policy approved by the Shareholders' Meeting in June 2018 and amended by the Board of Directors in March 2020, as replaced by the Policy.

2. Terms and Conditions for any payment: Any and all payments under this Policy shall be subject to the following terms and conditions, namely any payment under this Policy:

- ✓ 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 relevant Collective Labor Agreements and/or the Collective Labor Agreements at Bank level applicable in Greece or by Voluntary Separation Schemes/Exit Allowance Packages implemented at the same time or by a provision of an individual employment contract and
- ✓ is taxed in accordance with the applicable scale for severance payments and the tax amount is withheld from the Senior Executive's above-mentioned payment.

The aforementioned severance payment is compatible with the provisions of the regulatory framework in force, i.e.:

- ✓ It shall not have a material impact on the Institution's capital base,
- ✓ It is also taken into account in verifying whether any annual cap under applicable laws and regulations has been exceeded, in which case the amount exceeding such cap is payable in the following years,

- ✓ It is payable in a way which shall safeguard the interests of the Bank and in line with the provisions of All Applicable Laws, including without limitation that:
 - A. A substantial part, i.e. at least 60% thereof, shall be paid in annual installments of an equal amount within a period of five (5) years following the Senior Executive's departure,
 - B. It shall be subject to malus or claw back arrangements up to 100%, if the Senior Executive has committed a disciplinary offence and/or if the Senior 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 activation of the Bank's Recovery Plan, all future payments to the Senior Executive, including any non-paid advances, are automatically cancelled.

F. OTHER PROVISIONS

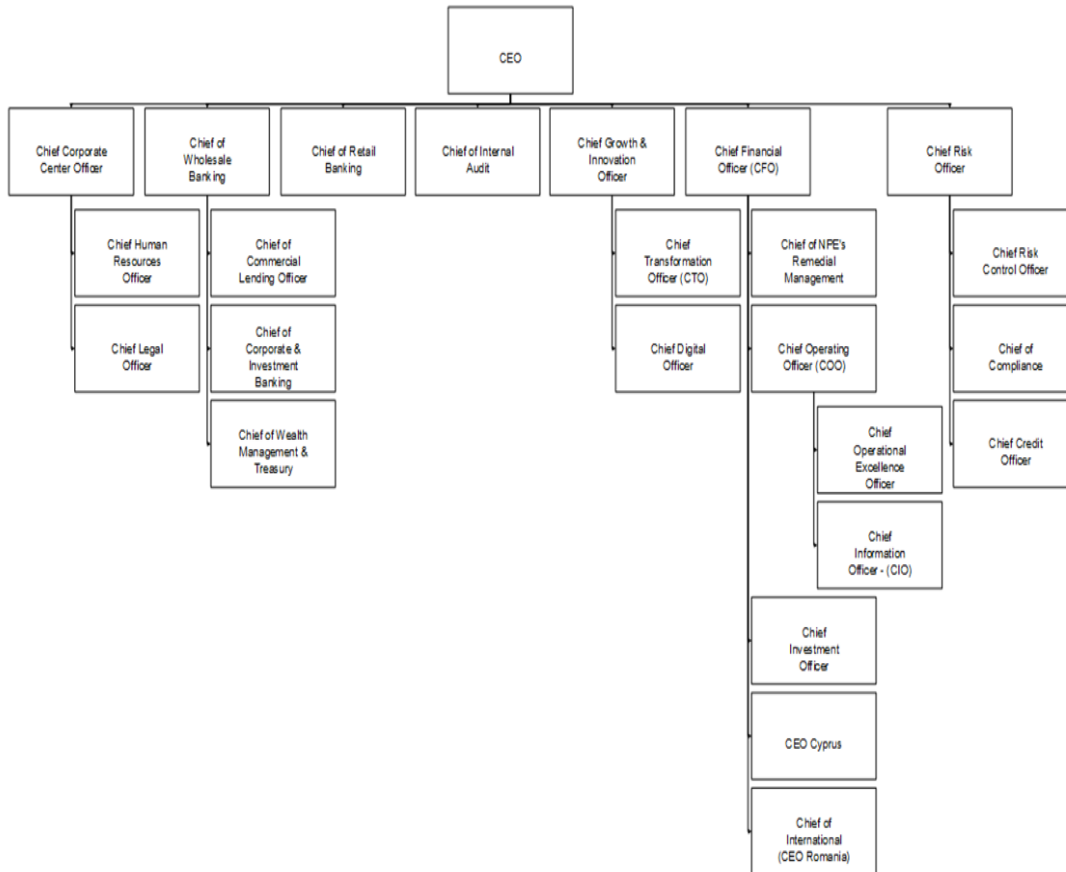
- Preferential interest rates on any existing fixed payment loans of the Senior Executive (including housing loans) continue to apply for the term of such loans, while such interest rates on existing revolving facilities (to include credit cards) will apply for one (1) year after departure, in accordance with the relevant provisions, on condition that the said products are performing. After the signing date of the departure agreement, no new loans may be disbursed at the preferential interest rate offered to serving Personnel.
- Any indemnity for legal costs and fees shall continue to apply subject to its terms and conditions.
- Debt repayment for the Bank's Retail Credit products in cases of large exposures. More specifically:
 - In the cases of Senior Executives with debts to the Bank ranging from Euro 300,000 to Euro 500,000, 30% of the net payable sum of each instalment of the severance payment shall be disbursed for the repayment thereof;
 - In the cases of Senior Executives with debts to the Bank exceeding Euro 500,000, 50% of the net payable sum of each instalment of the severance payment shall be disbursed for the repayment thereof.
- The Hospital Coverage policy provided through the Bank's Insurance Policy with the Generali Insurance shall be valid for two (2) years after departure from the Bank, according to the terms applicable for serving Personnel.
- The vesting, deferral, clawback, lock up periods and other provisions of any stock options or restricted shares granted to the Senior Executive during the Senior Executive's term of office at the Bank shall continue to apply and vest according to the existing schedule.
- Senior Executives shall be required under the Termination Agreement to represent that they abide by the terms of the present Policy and the Termination Agreement upon the payment of each and every instalment of severance.

G. POLICY GOVERNANCE – MONITORING OF APPLICATION

- ✓ The Policy:
 - is submitted to the RemCo and is subsequently presented for approval by the Board of Directors in accordance with the provisions of art. 99 et seq. of Law 4548/2018,

- is incorporated by reference in the Remuneration Policy of the Bank and all related provisions thereof are respectively applicable to the present Policy,
- is communicated on its terms and conditions to the Senior Executives concerned through a personal letter by the Human Resources Division.

ANNEX: SCOPE OF APPLICATION *



** The present chart sets out the current structure of the Senior Management at N-1 to N-2 levels. Subject to all applicable internal authorizations, new positions or new areas of responsibility may be added at such levels or existing areas of responsibility may be rearranged.*