

# Report: Item eleven on the Agenda

Report relating to item eleven on the Agenda of the General Meeting of Shareholders regarding the proposal for a Long-Term Incentive Plan for the period from fiscal year 2021 through 2023, addressed to the Chief Executive Officer, Top Management, certain Senior Managers and employees of the Siemens Gamesa Group, prepared by the Board of Directors of **“Siemens Gamesa Renewable Energy, S.A.”**

The Board of Directors of Siemens Gamesa Renewable Energy, S.A. (“Siemens Gamesa” or the “Company”), at its meeting of February 9, 2021, at the proposal of the Appointments and Remunerations Committee (the “Committee”) through a favorable report formulated by the Committee, has approved this Report in relation to the proposal for a Long-Term Incentive Plan for the period from fiscal 2021 through 2023, addressed to the Chief Executive Officer, Top Management, certain Senior Managers and employees of the Siemens Gamesa Group, which comprises the award of shares in the Company linked to the achievement of certain objectives (the “LTI FY21-FY23” or the “Plan”), included in item eleven on the Agenda of the Company’s Shareholders’ General Meeting to be held in Bilbao (Bizkaia) at 12:00 hours on March 17, 2021, on first call, or on March 18, 2021, at the same place and time, on second call.

The basic characteristics of the Plan are as follows:

### 1. Objective and description of the Plan

The primary objective of the Plan is to align the interests of the beneficiaries of the Plan (the “**Beneficiaries**”) with the interest of the Company’s shareholders and stakeholders and to offer an incentive to the Beneficiaries in order to achieve the Company’s long-term strategic objectives.

The Plan is a long-term incentive under which the Beneficiaries have the possibility of receiving a certain number of the Company’s ordinary shares (the “**Shares**”) after a measurement period of three (3) years and provided certain requirements are met (the “**Incentive**”).

If necessary or advisable due to legal, regulatory or any other type of reasons, the Share delivery mechanisms may be adapted in certain cases, without modifying the maximum number of Shares linked to the Plan or the essential conditions on which delivery depends. In particular, Siemens Gamesa reserves the right to decide, should it deem it advisable, to make cash payments instead of delivering Shares (for example, in the case of any operating or legal restrictions in the countries where subsidiaries are located).

Application and execution of the Plan will be governed by the regulations to be approved by the Company’s Board of Directors (the “**Board of Directors**”) at the proposal of the Committee.

### 2. Plan duration, dates and periods

Notwithstanding the settlement period, the Plan is divided into three (3) independent cycles (the “**Cycles**”) with a measurement period of three (3) years each (in which the degree of achievement of the requirements and objectives established for the delivery of Shares will be determined):

- Cycle FY2021: from October 1, 2020 to September 30, 2023.
- Cycle FY2022: from October 1, 2021 to September 30, 2024.
- Cycle FY2023: from October 1, 2022 to September 30, 2025.

The settlement period of the Plan will fall within fiscal years 2024, 2025 and 2026.

The Shares will be delivered, as appropriate, within sixty (60) calendar days from the date on which the Company's Board of Directors formulates the financial statements for the relevant period, in order to determine the degree of achievement of the metrics for each Cycle ("**Delivery Date**").

The Plan will end on the Delivery Date for Cycle FY2023.

### **3. Beneficiaries**

The Plan is addressed to persons who, due to their level of responsibility or their position in the Group, contribute decisively to achieving the Company's objectives. In particular, Beneficiaries would include:

- (i) the CEO;
- (ii) the Top Management of the Company determined by the Board of Directors at the proposal of the Committee; and
- (iii) certain senior Managers and employees of Siemens Gamesa and, as the case may be, of subsidiaries, designated by the CEO of the Company.

For the purposes of the Plan, the Siemens Gamesa Group (the "**Group**") comprises the Company and its current and future subsidiaries (both Spanish and foreign) in which the Company directly or indirectly holds at least fifty percent (50%) of the total capital.

The designation of an individual as a Beneficiary of a Plan Cycle will not necessarily entitle that individual to participate in other Plan Cycles.

The Plan is addressed to a maximum of 300 Beneficiaries. The Company reserves the right to include new Beneficiaries during the lifetime of the Plan in exceptional cases. The inclusion of new Beneficiaries will depend on whether sufficient Shares are available, taking into account the percentage of share capital assigned to the Plan approved at the Company's Shareholders' General Meeting.

### **4. Allocation of Stock Awards**

For each Plan Cycle, the Company shall allocate a specific amount to each Beneficiary (the "**Target Incentive**") which shall serve as the basis, in turn, to grant a certain number of Stock Awards (the "**Stock Awards**") which shall serve as a reference to determine the final number of Shares to be delivered to each Beneficiary according to the degree of achievement of the objectives established for each Cycle of the Plan.

The reference value for determining the Stock Awards under the Plan shall be the average, rounded to two decimal places, of the closing prices for Siemens Gamesa shares on the Spanish stock exchange (electronic trading platform) during the twenty (20) trading sessions preceding the day before the Board of Directors' call to the Shareholders' General Meeting at which the Plan will be approved for the first Cycle, and during the twenty (20) trading sessions preceding the date on which the Company's Board of Directors formulates the financial statements for the fiscal year preceding the start of the two remaining Plan Cycles.

## 5. Delivery of Shares

In order for Shares to be delivered, the following requirements must be met for each Plan Cycle:

- The Beneficiary must be employed by the Group at the corresponding Delivery Date for each Cycle, except in certain cases of termination of the relationship (good leaver) which will be duly set out in the regulations of the Plan to be approved by the Board of Directors.
- Certain minimum levels of achievement of the strategic metrics of the Plan established by the Board must be met for each Cycle (the “**Metrics**”).

The Board of Directors must confirm the degree of achievement of the Plan Metrics in respect of each Cycle, based on a report received from the Committee prior to the Delivery Date. The specific final number of Shares to be delivered, as appropriate, to each Beneficiary for each Plan Cycle will depend on the degree of achievement of the Metrics.

The reference value of the Shares eventually delivered will correspond to the closing share price on the relevant Delivery Date.

Stock Awards initially allocated are not considered as shares for legal purposes, which is why they do not confer any of the voting or economic rights whatsoever the Shares have, as they only constitute a mere expectation of rights. Consequently, the Stock Awards cannot be taxed, pledged or be subject to a transfer under any kind of title.

From their delivery, Shares shall confer to the Beneficiaries the financial, voting and other rights carried by the Shares. In particular, the Beneficiaries shall have the right to attend and vote in the General Meeting of Shareholders on the terms provided by the law and by the Company articles of association, as well as to receive dividends, refunds of issue premiums or any shares of profits that Siemens Gamesa decides to distribute.

Therefore, Beneficiaries will not be entitled to receive any dividends issued by the underlying Shares before its delivery. On delivery the Shares are subject to local taxation that must be borne by the Beneficiary.

## 6. Metrics

The Metrics on which the delivery of the Shares depends shall be linked to the Company’s strategic objectives during the term of the Plan.

The Plan Metrics and their relevant weighting proposed by the Board of Directors for the first Cycle of the Plan are as follows:

- Earnings per Share ratio (“**EPS**”), with a weighting of 20%. This Metric compares the degree of achievement of the averaged\_EPS values\_actually reached by Siemens Gamesa during the years of the Cycle, with the budgeted EPS in the business plan.

100% achievement of the EPS objective will result in 100% of the Target Incentive assigned to each Beneficiary associated with this Metric.

- Total Shareholder Return (“**TSR**”) of Siemens Gamesa compared with the TSR of the company Vestas Wind System A/S (“**Vestas**”), with a weighting of 60%.

The TSR shall be measured by taking the average of the daily closing prices of the Siemens Gamesa and Vestas shares in (i) the 20 trading sessions preceding the start of each Cycle and (ii) the 20 trading sessions following that date, as well as the average of the daily closing prices of (i) the 20 trading sessions preceding the end date of each Cycle and (ii) the 20 trading sessions following that date.

100% achievement of the TSR objective will result in 100% of the Target Incentive assigned to each Beneficiary associated with this Metric.

- Environmental, Social and Governance (“**ESG**”) with a total weighting of 20%:

- Sustainability - Dow Jones Sustainability Index (“**DJSI**”).

It means the annual evaluation of a Corporate Sustainability Assessment (CSA) process with Standard & Poor’s SAM to evaluate the sustainability performance of the Group.

- Customer satisfaction – Net Promoter Score (“**NPS**”).

NPS will consider how likely is it that someone would recommend SGRE to a friend or colleague.

- Employee engagement (“**EE**”).

Employee Promoter Score is measured as the relative performance of “Sustainable engagement” against the Manufacturing Norm. The Manufacturing Norm is comprised of a weighted average of survey results from employees in manufacturing companies or organizations engaged in production environments, regardless of job function.

In the event that the objectives of the Metric EPS, are achieved by more than 133% of the target objective, the Incentive to be delivered to the Beneficiaries may reach 200% of the Target Incentive assigned to each Beneficiary linked to this Metric. In case that the achievement of the objective of EPS does not reach, at least, 67%, no Incentive shall be paid related to this Metric.

In the event that the objectives of the Metric TSR compared with Vestas, are achieved by more than 120% of the target objective, the Incentive to be delivered to the Beneficiaries may reach 200% of the Target Incentive assigned to each Beneficiary linked to this Metric. In case that the achievement of the objective of TSR compared with Vestas does not reach, at least, 80%, no Incentive shall be paid related to this Metric.

In relation to non-financial metrics, the Board of Directors will determine the level at which the Incentive can reach 200% of the Target Incentive linked to these Metrics. The ESG targets encourage continuous improvement and evaluate key performance indicators against external and internal benchmarks. Below a minimum achievement that will be determined by the Board of Directors in relation to these Metrics, no Incentive shall be paid related to them.

The Metrics and weightings of the Metrics shall be determined, for the two remaining Cycles of the Plan, by the Board of Directors, following a favorable report from the Committee. The sum of the weighting of ESG metrics (DJSI, NPS and EE for the first Cycle) shall not exceed 30 percent.

However, the economic value of the Shares to be received by each Beneficiary of the Plan under each of the Cycles may under no circumstances exceed the following limits: (i) three times the Target Incentive assigned in each Cycle of the LTI FY21-FY23 Plan, or (ii) 1.7 times the total target compensation assigned (meaning the total target compensation the compensation composed by the fixed remuneration in cash, the annual variable remuneration and the Target Incentive assigned during each Cycle of the Plan). For clarity purposes, the limit will be the higher of the amount (i) and (ii).

Below a minimum degree of achievement of the objectives of the Metrics to be determined by the Board of Directors for each Cycle, following a report from the Committee, and about which the Board of Directors shall duly inform the shareholders in the relevant Annual Report on Remuneration of Directors, the Beneficiaries of the Plan shall not be paid any Incentive whatsoever.

Regarding second and third Cycles of the Plan the Board of Directors, at the proposal of the Committee, can modify the weights of the EPS and TSR, in each case according to the interests of the Company and of its shareholders in the event that significant events or corporate transactions occur that, in the Board's opinion, significantly affect the Plan which would be disclosed in the corresponding Annual Report on Remuneration of Directors.

In relation to the ESG objectives, the Board of Directors, at the proposal of the Committee, may introduce in the following Cycles new objectives linked to sustainability, the environment or good governance, as well as vary the relative weight of each of them, limited in all cases to 30% as a whole. Any variation in these objectives and their relative weight shall be published in the Annual Directors' Remuneration Report and any reference in the Remuneration Policy shall be understood to refer to the objectives and relative weights in force at any given time. If the ESG metrics increase their weight up to 30% (from 20% in the first Cycle), this would lead to a corresponding adjustment of the weights of the EPS and TSR Metrics.

## **7. Leaver provisions**

The Plan includes regulation for good leaver that will consider mutual agreement (subject to Board of Directors approval); retirement or early retirement, death, total or absolute permanent incapacity or great degree of disability, unfair dismissal.

For CEO and Top management the assessment as a good leaver will result in a pro-rated Cash out or Share delivery at the end of the Cycle in accordance with the with performance results.

## **8. Malus and clawback clauses**

The Plan includes, when extraordinary circumstances arise that adversely affect the income and/or the financial position of the Company, or that would be caused by the inappropriate conduct of the Beneficiary (more details in section 5.3 of the Policy of Remuneration of Directors 2022-2024), (i) a malus clause, which will apply until the delivery of the Shares or the payment, and may imply the cancellation or suspension of the delivery of Shares or the payment of any Incentive resulting from the Plan; and (ii) a clawback clause, which will apply during the three years immediately following the delivery of the Shares or any payment, and may imply to return an amount of up to 100% of the value of the Shares delivered or the payment made.

The Board of Directors, following a report from the Committee may decide the application of the malus clause in any situations where it deems appropriate.

During the three years immediately following the payment of any incentive resulting from the Plan (the “**Look-Back Period**”), the Board of Directors, following a report from the Committee, may require the Beneficiary to return an amount of up to 100% of the value of the payment or delivery of Shares made, or even compensate such return with other compensation of any nature that the Beneficiary is entitled to receive.

Some of the circumstances that will activate these clauses will be detailed, as an example, in the Remuneration Policy subject to approval by SGRE’s General Assembly Meeting and in the Annual Report on Remuneration of Directors.

## **9. Rules for disposal of Shares**

As from their delivery, the Shares shall confer on the Beneficiaries the economic, voting and other kinds of rights related to the Shares.

The below mentioned Beneficiaries shall hold the Net Shares effectively received under the Plan, until reaching, while providing services to the Group, a number of Shares equivalent to:

- In the case of the CEO, two point five (2.5) times his fixed annual remuneration.
- In the case of Top Management, one point five (1.5) times their fixed annual remuneration.

No other Beneficiaries are asked to hold a certain number of Net Shares.

## **10. Limits and origin of the Shares**

The Plan may not exceed, as a maximum, the delivery of a total of 3,938,224 Shares. The total limit of 3,938,224 Shares, which represents 0,58% of Siemens Gamesa’s share capital, is calculated taking into account the potential inclusion of additional Beneficiaries. The number of Shares committed but finally not used effectively in each Cycle will be available for subsequent Cycles.

The maximum number of Shares that may be received by the CEO amounts to 55,406 Shares per each Cycle.

In any case, the economic value of the Shares that may be received by the Beneficiaries shall be subject to the limit described in section 6 above.

The Company will allocate Shares of treasury stock to cover the Plan or otherwise meet the commitments derived from the Plan with a financial instrument that provides adequate coverage.

## **11. Conclusions of the Board of Directors on the proposal made**

In view of the Plan’s basic characteristics described and the favorable report by the Committee, the Board of Directors considers that the proposed Plan meets the needs of the Company and aligns the interests of the Beneficiaries with those of the shareholders. Thus, it proposes as follows to the Shareholders’ General Meeting:

Proposed resolution to be submitted for approval, as appropriate, by the Shareholders' General Meeting

**Item eleven on the Agenda: "Examination and approval, if appropriate, of a Long-Term Incentive Plan for the period from fiscal year 2021 through 2023, involving the delivery of shares of the Company and tied to the achievement of certain strategic objectives, addressed to the CEO, Top Management, certain Senior Managers and employees of Siemens Gamesa Renewable Energy, Sociedad Anónima and, if appropriate, of the subsidiaries, and delegation of powers to the Board of Directors, with express power of substitution, to implement, elaborate on, formalise and carry out such remuneration system"**

To approve, pursuant to article 219 of the Corporate Enterprises Law and article 45.5 of the Bylaws, the Long-Term Incentive Plan for the period from fiscal year 2021 through 2023, which comprises the delivery of shares in the Company, linked to the achievement of certain strategic objectives, addressed to the CEO, Top Management, certain Senior Managers and employees of Siemens Gamesa Renewable Energy, Sociedad Anónima and, as the case may be, of its subsidiaries, as well as the delegation of powers to the Board of Directors, with the express authority to subdelegate, in order to implement, develop, formalize and execute said remuneration system.

The Plan is approved based on the following basic characteristics, which shall be implemented in the Regulations of the Long-Term Incentive Plan of Siemens Gamesa Renewable Energy, S.A. to be approved by the Board of Directors:

#### **1. Objective and description of the Plan**

The primary objective of the Plan is to align the interests of the beneficiaries of the Plan (the "**Beneficiaries**") with the interest of the Company's shareholders and stakeholders and to offer an incentive to the Beneficiaries in order to achieve the Company's long-term strategic objectives.

The Plan is a long-term incentive under which the Beneficiaries have the possibility of receiving a certain number of the Company's ordinary shares (the "**Shares**") after a measurement period of three (3) years and provided certain requirements are met (the "**Incentive**").

If necessary or advisable due to legal, regulatory or any other type of reasons, the Share delivery mechanisms may be adapted in certain cases, without modifying the maximum number of Shares linked to the Plan or the essential conditions on which delivery depends. In particular, Siemens Gamesa reserves the right to decide, should it deem it advisable, to make cash payments instead of delivering Shares (for example, in the case of any operating or legal restrictions in the countries where subsidiaries are located).

Application and execution of the Plan will be governed by the regulations to be approved by the Company's Board of Directors (the "**Board of Directors**") at the proposal of the Committee.

#### **2. Plan duration, dates and periods**

Notwithstanding the settlement period, the Plan is divided into three (3) independent cycles (the "**Cycles**") with a measurement period of three (3) years each (in which the degree of achievement of the requirements and objectives established for the delivery of Shares will be determined):

- Cycle FY2021: from October 1, 2020 to September 30, 2023.



- Cycle FY2022: from October 1, 2021 to September 30, 2024.
- Cycle FY2023: from October 1, 2022 to September 30, 2025.

*The settlement period of the Plan will fall within fiscal years 2024, 2025 and 2026.*

*The Shares will be delivered, as appropriate, within sixty (60) calendar days from the date on which the Company's Board of Directors formulates the financial statements for the relevant period, in order to determine the degree of achievement of the metrics for each Cycle ("**Delivery Date**").*

*The Plan will end on the Delivery Date for Cycle FY2023.*

### **3. Beneficiaries**

*The Plan is addressed to persons who, due to their level of responsibility or their position in the Group, contribute decisively to achieving the Company's objectives. In particular, Beneficiaries would include:*

- (i) the CEO;*
- (ii) the Top Management of the Company determined by the Board of Directors at the proposal of the Committee; and*
- (iii) certain senior Managers and employees of Siemens Gamesa and, as the case may be, of subsidiaries, designated by the CEO of the Company.*

*For the purposes of the Plan, the Siemens Gamesa Group (the "**Group**") comprises the Company and its current and future subsidiaries (both Spanish and foreign) in which the Company directly or indirectly holds at least fifty percent (50%) of the total capital.*

*The designation of an individual as a Beneficiary of a Plan Cycle will not necessarily entitle that individual to participate in other Plan Cycles.*

*The Plan is addressed to a maximum of 300 Beneficiaries. The Company reserves the right to include new Beneficiaries during the lifetime of the Plan in exceptional cases. The inclusion of new Beneficiaries will depend on whether sufficient Shares are available, taking into account the percentage of share capital assigned to the Plan approved at the Company's Shareholders' General Meeting.*

### **4. Allocation of Stock Awards**

*For each Plan Cycle, the Company shall allocate a specific amount to each Beneficiary (the "**Target Incentive**") which shall serve as the basis, in turn, to grant a certain number of Stock Awards (the "**Stock Awards**") which shall serve as a reference to determine the final number of Shares to be delivered to each Beneficiary according to the degree of achievement of the objectives established for each Cycle of the Plan.*

*The reference value for determining the Stock Awards under the Plan shall be the average, rounded to two decimal places, of the closing prices for Siemens Gamesa shares on the Spanish stock exchange (electronic trading platform) during the twenty (20) trading sessions preceding the day before the Board of Directors' call to the Shareholders' General Meeting at which the Plan will be approved for the first Cycle, and during the twenty (20) trading sessions preceding the date on which the Company's Board of Directors formulates the financial statements for the fiscal year preceding the start of the two remaining Plan Cycles.*

## **5. Delivery of Shares**

*In order for Shares to be delivered, the following requirements must be met for each Plan Cycle:*

- *The Beneficiary must be employed by the Group at the corresponding Delivery Date for each Cycle, except in certain cases of termination of the relationship (good leaver) which will be duly set out in the regulations of the Plan to be approved by the Board of Directors.*
- *Certain minimum levels of achievement of the strategic metrics of the Plan established by the Board must be met for each Cycle (the "Metrics").*

*The Board of Directors must confirm the degree of achievement of the Plan Metrics in respect of each Cycle, based on a report received from the Committee prior to the Delivery Date. The specific final number of Shares to be delivered, as appropriate, to each Beneficiary for each Plan Cycle will depend on the degree of achievement of the Metrics.*

*The reference value of the Shares eventually delivered will correspond to the closing share price on the relevant Delivery Date.*

*Stock Awards initially allocated are not considered as shares for legal purposes, which is why they do not confer any of the voting or economic rights whatsoever the Shares have, as they only constitute a mere expectation of rights. Consequently, the Stock Awards cannot be taxed, pledged or be subject to a transfer under any kind of title.*

*From their delivery, Shares shall confer to the Beneficiaries the financial, voting and other rights carried by the Shares. In particular, the Beneficiaries shall have the right to attend and vote in the General Meeting of Shareholders on the terms provided by the law and by the Company articles of association, as well as to receive dividends, refunds of issue premiums or any shares of profits that Siemens Gamesa decides to distribute.*

*Therefore, Beneficiaries will not be entitled to receive any dividends issued by the underlying Shares before its delivery. On delivery the Shares are subject to local taxation that must be borne by the Beneficiary.*

## **6. Metrics**

*The Metrics on which the delivery of the Shares depends shall be linked to the Company's strategic objectives during the term of the Plan.*

*The Plan Metrics and their relevant weighting proposed by the Board of Directors for the first cycle of the Plan are as follows:*

- *Earnings per Share ratio (“EPS”), with a weighting of 20%. This Metric compares the degree of achievement of the averaged EPS values actually reached by Siemens Gamesa during the years of the Cycle, with the budgeted EPS in the business plan.*

*100% achievement of the EPS objective will result in 100% of the Target Incentive assigned to each Beneficiary associated with this Metric.*

- *Total Shareholder Return (“TSR”) of Siemens Gamesa compared with the TSR of the company Vestas Wind System A/S (“Vestas”), with a weighting of 60%.*

*The TSR shall be measured by taking the average of the daily closing prices of the Siemens Gamesa and Vestas shares in (i) the 20 trading sessions preceding the start of each Cycle and (ii) the 20 trading sessions following that date, as well as the average of the daily closing prices of (i) the 20 trading sessions preceding the end date of each Cycle and (ii) the 20 trading sessions following that date.*

*100% achievement of the TSR objective will result in 100% of the Target Incentive assigned to each Beneficiary associated with this Metric.*

- *Environmental, Social and Governance (“ESG”) with a total weighting of 20%:*

- *Sustainability - Dow Jones Sustainability Index (“DJSI”).*

*It means the annual evaluation of a Corporate Sustainability Assessment (CSA) process with Standard & Poor’s SAM to evaluate the sustainability performance of the Group.*

- *Customer satisfaction – Net Promoter Score (“NPS”).*

*NPS will consider how likely is it that someone would recommend SGRE to a friend or colleague.*

- *Employee engagement (“EE”).*

*Employee Promoter Score is measured as the relative performance of “Sustainable engagement” against the Manufacturing Norm. The Manufacturing Norm is comprised of a weighted average of survey results from employees in manufacturing companies or organizations engaged in production environments, regardless of job function.*

*In the event that the objectives of the Metric EPS, are achieved by more than 133% of the target objective, the Incentive to be delivered to the Beneficiaries may reach 200% of the Target Incentive assigned to each Beneficiary linked to this Metric. In case that the achievement of the objective of EPS does not reach, at least, 67%, no Incentive shall be paid related to this Metric.*

*In the event that the objectives of the Metric TSR compared with Vestas, are achieved by more than 120% of the target objective, the Incentive to be delivered to the Beneficiaries may reach 200% of the Target Incentive assigned to each Beneficiary linked to this Metric. In case that the achievement of the objective of TSR compared with Vestas does not reach, at least, 80%, no Incentive shall be paid related to this Metric.*

*In relation to non-financial metrics, the Board of Directors will determine the level at which the Incentive can reach 200% of the Target Incentive linked to these Metrics. The ESG targets encourage continuous improvement and evaluate key performance indicators against external and internal benchmarks. Below a minimum achievement that will be determined by the Board of Directors in relation to these Metrics, no Incentive shall be paid related to them.*

*The Metrics and weightings of the Metrics shall be determined, for the two remaining Cycles of the Plan, by the Board of Directors, following a favorable report from the Committee. The sum of the weighting of ESG metrics (DJSI, NPS and EE for the first Cycle) shall not exceed 30 percent.*

*However, the economic value of the Shares to be received by each Beneficiary of the Plan under each of the Cycles may under no circumstances exceed the following limits: (i) three times the Target Incentive assigned in each Cycle of the LTI FY21-FY23 Plan, or (ii) 1.7 times the total target compensation assigned (meaning the total target compensation the compensation composed by the fixed remuneration in cash, the annual variable remuneration and the Target Incentive assigned during each Cycle of the Plan). For clarity purposes, the limit will be the higher of the amount (i) and (ii).*

*Below a minimum degree of achievement of the objectives of the Metrics to be determined by the Board of Directors for each Cycle, following a report from the Committee, and about which the Board of Directors shall duly inform the shareholders in the relevant Annual Report on Remuneration of Directors, the Beneficiaries of the Plan shall not be paid any Incentive whatsoever.*

*Regarding second and third Cycles of the Plan the Board of Directors, at the proposal of the Committee, can modify the weights of the EPS and TSR, in each case according to the interests of the Company and of its shareholders in the event that significant events or corporate transactions occur that, in the Board's opinion, significantly affect the Plan which would be disclosed in the corresponding Annual Report on Remuneration of Directors.*

*In relation to the ESG objectives, the Board of Directors, at the proposal of the Committee, may introduce in the following Cycles new objectives linked to sustainability, the environment or good governance, as well as vary the relative weight of each of them, limited in all cases to 30% as a whole. Any variation in these objectives and their relative weight shall be published in the Annual Directors' Remuneration Report and any reference in the Remuneration Policy shall be understood to refer to the objectives and relative weights in force at any given time. If the ESG metrics increase their weight up to 30% (from 20% in the first Cycle), this would lead to a corresponding adjustment of the weights of the EPS and TSR Metrics.*

## **7. Leaver provisions**

*The Plan includes regulation for good leaver that will consider mutual agreement (subject to Board of Directors approval); retirement or early retirement, death, total or absolute permanent incapacity or great degree of disability, unfair dismissal.*

*For CEO and Top management the assessment as a good leaver will result in a pro-rated Cash out or Share delivery at the end of the Cycle in accordance with the with performance results.*

## **8. Malus and clawback clauses**

*The Plan includes, when extraordinary circumstances arise, that adversely affect the income and/or the financial position of the Company, or that would be caused by the inappropriate conduct of the Beneficiary (more details in section 5.3 of the Policy of Remuneration of Directors 2022-2024), (i) a malus clause, which will apply until the delivery of the Shares or the payment, and may imply the cancellation or suspension of the delivery of Shares or the payment of any Incentive resulting from the Plan; and (ii) a clawback clause, which will apply during the three years immediately following the delivery of the Shares or any payment, and may imply to return an amount of up to 100% of the value of the Shares delivered or the payment made.*

*The Board of Directors, following a report from the Committee may decide the application of the malus clause in any situations where it deems appropriate.*

*During the three years immediately following the payment of any incentive resulting from the Plan (the “**Look-Back Period**”), the Board of Directors, following a report from the Committee, may require the Beneficiary to return an amount of up to 100% of the value of the payment or delivery of Shares made, or even compensate such return with other compensation of any nature that the Beneficiary is entitled to receive.*

*Some of the circumstances that will activate these clauses will be detailed, as an example, in the Remuneration Policy subject to approval by SGRE’s General Assembly Meeting and in the Annual Report on Remuneration of Directors.*

## **9. Rules for disposal of Shares**

*As from their delivery, the Shares shall confer on the Beneficiaries the economic, voting and other kinds of rights related to the Shares.*

*The below mentioned Beneficiaries shall hold the Net Shares effectively received under the Plan, until reaching, while providing services to the Group, a number of Shares equivalent to:*

- *In the case of the CEO, two point five (2.5) times his fixed annual remuneration.*
- *In the case of Top Management, one point five (1.5) times their fixed annual remuneration.*

*No other Beneficiaries are asked to hold a certain number of Net Shares.*

## **10. Limits and origin of the Shares**

*The Plan may not exceed, as a maximum, the delivery of a total of 3,938,224 Shares. The total limit of 3,938,224 Shares, which represents 0,58% of Siemens Gamesa’s share capital, is calculated taking into account the potential inclusion of additional Beneficiaries. The number of Shares committed but finally not used effectively in each Cycle will be available for subsequent Cycles.*

*The maximum number of Shares that may be received by the CEO amounts to 55,406 Shares per each Cycle.*

*In any case, the economic value of the Shares that may be received by the Beneficiaries shall be subject to the limit described in section 6 above.*

*The Company will allocate Shares of treasury stock to cover the Plan or otherwise meet the commitments derived from the Plan with a financial instrument that provides adequate coverage.*

#### **11. Administration of the Plan**

*The implementation, development, formalization and execution of the Plan require authorizing the Company's Board of Directors so that, with express power of delegation in favor of any of its members, of the Committees of the Board of Directors, or of any other person to whom the Board of Directors expressly authorizes for the purpose, it may adopt as many resolutions and sign as many public or private documents as may be necessary or advisable for the fullest effects, including the power to correct, rectify, amend or supplement this resolution and, in particular, and merely for illustration purposes:*

- *Designate the Plan Beneficiaries and determine the rights granted to each one of them, and develop and establish the specific conditions for the delivery of the Shares in the Company in respect of all aspects not specified in the resolution submitted for the approval of the Company's Shareholders' General Meeting, establishing, among other circumstances and merely for illustration purposes, the corporate scope of application of the Plan, the requirements and objectives to be met in relation to the metrics of the Plan for the Beneficiaries to receive the Shares, the weighting of the metrics upon which the delivery of the Shares for FY2021 Cycle shall depend, the maintenance or amendment of the objectives, metrics and weightings relating to the two remaining Cycles of the Plan, the companies that shall form part of any applicable peer group, the procedure for delivery of the Shares, the cases which determine early settlement of the Plan or the termination of the rights attributed to the Beneficiaries, as the case may be, the supervision of the Shares holding requirements by the Beneficiaries of the Plan and, ultimately, the set of regulations governing the Plan.*
- *Where the legal regime applicable to any of the Beneficiaries or to certain Group companies so requires or makes it advisable, or if necessary or appropriate for legal, regulatory, operational or other similar reasons, adapt the basic conditions specified in general or in particular, including, for illustration purposes and without limitation, the possibility of adapting the mechanisms for delivery of the Shares without altering the maximum number of Shares included in the Plan, and provide for and execute the total or partial settlement of the Plan in cash.*
- *Decide not to execute, or render invalid in full or in part, the Plan or any of its Cycles, and exclude certain groups of potential Beneficiaries or Group companies where the circumstances make it advisable.*
- *Draft, sign and submit as many communications, documents, whether public or private, and supplementary documentation, as necessary or advisable before any public or private body in order to implement, execute or settle the Plan, including, if necessary, the relevant prior communications and informative brochures.*
- *Perform any procedure, statement or formality before anybody, entity or registry, whether public or private, national or foreign, to obtain the authorizations or verifications necessary for the implementation, execution or settlement of the Plan and the delivery of the Shares in the Company.*

- *Negotiate, agree and sign as many contracts of any kind with financial or other kinds of institutions which the Board of Directors of the Company freely designates, on the terms and conditions deemed appropriate, necessary or advisable for the most successful implementation, execution or settlement of the Plan, including, where necessary or advisable due to the legal regime applicable to any of the Beneficiaries of the Group or to certain Group companies or, if it were necessary or advisable for legal, regulatory, operational or other similar reasons, the establishment of any legal mechanism (including trusts or other similar mechanisms) or the entering into of agreements with any type of entity for the deposit, custody, holding and/or management of the Shares and/or their subsequent delivery to the Beneficiaries in the context of the Plan.*
- *Draft and publish any and all announcements as may be necessary or advisable.*
- *Draft, sign, execute and, as appropriate, certify any type of document relating to the Plan.*
- *Adapt the contents of the Plan to the circumstances and corporate transactions that may arise during its validity, relating both to the Company and to the companies forming part of the group of reference at any given time, on the terms and conditions deemed necessary or advisable at any time in order to maintain the purpose of the Plan, including the relevant adjustments to the delivery of the Shares as a result of changes in the par value of the Shares, changes in the structure of the capital of the Company or other corporate transactions, and including or excluding companies or establishing the comparison indices advisable in each case for the interests of the Company and its shareholders.*
- *And, in general, perform any actions, adopt any decisions and sign any documents as may be necessary or merely advisable for the validity, enforceability, implementation, development, execution, settlement and successful outcome of the Plan and of the resolutions adopted previously.*