Fourlis

FOURLIS HOLDINGS SOCIETE ANONYME

Reg. No. in the G.C.R. (GEMI): 000258101000
(former Reg. No. in the Registry for SAs: 13110/06/B/86/01)

EXPLANATORY NOTE ON THE AGENDA ISSUES
OF THE EXTRAORDINARY GENERAL ASSEMBLY OF THE SHAREHOLDERS DATED 16/12/2026

Messrs. shareholders are informed that the total number of shares of the Company under the name "FOURLIS HOLDINGS SOCIETE ANONYME" existing on 23 November 2026 *(date of the invitation to convene the Extraordinary General Assembly's meeting to be held on the 16th of December 2026)* amounts to 52,132,455 common registered shares and that, on the above date, the Company did not hold any own (treasury) shares. Each common share shall grant the right to one vote.
The shareholders are granted the option to choose alternative ways of participating in the Extraordinary General Assembly's meeting, in accordance with the following specific provisions, and not by physical presence. For this purpose, the Board of Directors shall ensure that before the General Assembly has been convened, the ability of the shareholders to participate actively in it and exercise their rights, in accordance with the procedures specified in the invitation to convene the Extraordinary General Assembly's meeting dated 23.11.2026 has been adequately guaranteed.

The following constitutes a brief explanatory note on the agenda issues of the Extraordinary General Assembly's meeting to be held on the 16th of December 2026.

ISSUE 1st: Approval of the revision of the Remuneration Policy for the members of the Board of Directors, which was approved by the Ordinary General Assembly of the shareholders dated 20.06.2025, in accordance with the provisions of L. 4548/2018.
***Required quorum*: 1/5 (20%) of the paid-up share capital.**
***Required Majority*: 50% + 1 of the votes represented in the General Assembly.**

The Board of Directors proposes the approval of the revised text of the Company's Remuneration Policy, which has been drawn up in accordance with the specific provisions of Articles 110 and 111 of Law 4548/2018, following a proposal by the Nomination and Remuneration Committee. It is noted that the Remuneration Policy currently in force, which has a four-year term, was approved by the Ordinary General Meeting of the Company's shareholders held on 20.06.2025 and applies to all members of the Board of Directors.
The proposed revision aims, among other things, to align the Remuneration Policy with the framework of the new Long-Term Incentive Plan, which is submitted for approval by the present Extraordinary General Meeting

under the third agenda item. In particular, the revised Policy reflects the possibility of providing long-term incentives through programs based exclusively on rights to acquire, free of charge, shares issued by the Company, which vest subject to the achievement of predetermined Performance Targets (100% Performance Share Units) over a three-year evaluation period, as well as the fulfilment of any other conditions determined by the General Meeting upon approval of the respective programs.

In this way, the Remuneration Policy strengthens the link between long-term incentives and financial performance, customer experience and sustainability, through the achievement of measurable targets that form part of the FOURLIS Group's long-term business plan, as presented to the investment community at the 2026 Investor Day. This link is intended to align incentives with the long-term performance of the Company and the Group and, ultimately, to create long-term value for shareholders.

The Board of Directors also proposes that it be authorised to oversee the implementation of the revised Remuneration Policy, in accordance with the provisions of the law and the relevant recommendations of the Company's Nomination and Remuneration Committee.

The full text of the revised Remuneration Policy proposed for approval is set out below:

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Remuneration Policy pursuant to Article 110 of Law 4548/2018 (Article 9a of Directive 2007/36/EC, Directive (EU) 2017/828)
of FOURLIS HOLDINGS S.A.

Version:	Sixth (6th)/Date of approval by the General Meeting of Shareholders of FOURLIS HOLDINGS S.A.: 16/12/2026
Scope:	This Policy applies to the members of the Board of Directors (BoD) of FOURLIS HOLDINGS S.A. (the Company) and has been drawn up in accordance with the EU Shareholders' Rights Directive (Directive (EU) 2017/828 of the European Parliament and of the Council of 17 May 2017), as transposed into Greek legislation by Law 4548/2018. The Remuneration Policy (the Policy) contributes to the Company's business strategy, long-term interests and sustainability and clarifies the way of contribution. It specifies in detail both the existing rights of the members of the Board of Directors and the Company's obligations towards them, as well as the terms under which remuneration will be granted in the future.
Approval History:	This Remuneration Policy for the members of the Board of Directors was initially approved by resolution of the Extraordinary General Meeting of Shareholders of the Company dated 24 January 2020 and was amended by resolution of the Ordinary General Meeting of Shareholders dated 16 June 2021. The Policy was further revised and approved by resolution of the Ordinary General Meeting of Shareholders dated 16 June 2023, in accordance with the Company's Articles of Association, which provide that the Company shall submit the Remuneration Policy for approval every four (4) years. Subsequently, the Policy was revised by the Ordinary General Meetings of Shareholders held on 21 June 2024 and 20 June 2025. The present revision of the Policy was approved by the Extraordinary General Meeting of Shareholders held on 16 December 2026.
Period of Validity:	This Policy shall be valid for a period of four (4) years, unless it is revised and/or

	amended earlier by decision of the General Meeting of Shareholders of FOURLIS HOLDINGS S.A.
Determination, Review and Implementation:	The Nomination and Remuneration Committee (the Committee) collaborated with the relevant Directorates of the Company to formulate this Policy, which it was submitted to the Board of Directors and which was subsequently approved by the Board of Directors at its meeting held on 23 November 2026. The procedure for the approval of the Policy (as well as any amendments thereto) is specified in the Company's Articles of Association and Law 4548/2018. The Committee shall examine annually whether the Policy is still compatible with the Company's business strategy or whether amendments thereto should be proposed to the Board of Directors. This process takes into account, among other things, the policies of institutional investors/shareholders, as well as of best practices regarding the remuneration of the members of the Board of Directors. Every four (4) years, or earlier if an amendment is required following a recommendation by the Committee, the Board of Directors shall submit any amendments to the Policy that it deems appropriate to the General Meeting of Shareholders of the Company for approval.
General Information:	The Remuneration Policy takes into account the applicable legislation, good corporate governance practices, the Hellenic Corporate Governance Code, the Company's Articles of Association, and the Company's Charter of Operation. The Policy acknowledges the existing rights and obligations of the members of the Board of Directors and sets out the terms under which future remuneration may be granted to existing and/or new members of the Board of Directors during its period of validity. No member of the Board of Directors shall make decisions regarding, nor be responsible for determining, their own remuneration. The Nomination and Remuneration Committee shall ensure that no person will be present during discussions concerning their remuneration. The Policy is posted on the Company's website: https://www.fourlis.com

1. How the Policy contributes to the Company's business strategy, long-term interests and sustainability

The Company rewards both Executive and Non-Executive members of the Board of Directors, taking into account the principle of providing fair and reasonable remuneration for the best and most suitable person for each relevant position, by taking into account the level of responsibility associated with the role, as well as the knowledge and experience required to meet expectations, while in parallel ensuring its short and long-term business plan, to continue to create value for its customers, shareholders, employees and the economy of the countries in which it operates.

This Policy sets out the remuneration framework applicable to the members of the Board of Directors (both Executive and Non-Executive), ensuring that all stakeholders are informed in a clear and transparent manner.

The Remuneration Policy for Executive Members of the Board of Directors contributes to the Company's business strategy, long-term interests and sustainability by:

- Providing a fair and appropriate level of fixed remuneration that allows Executive Members to focus on creating sustainable long-term value.
- Balancing short-term and long-term remuneration to ensure a focus on short-term objectives that will lead to long-term value creation.
- Offering short-term variable remuneration based on performance criteria which align the interests of the Executive Member with the interests of the shareholders.
- Including long-term variable remuneration with consideration in the form of securities, subject to long-term performance criteria that contribute to value creation.
- Determining remuneration on the basis of the principle of equal pay for work of equal value.

The Policy does not provide for variable remuneration for Non-Executive Members of the Board of Directors, to ensure that there is no conflict of interest in the decision-making of Non-Executive Members and their ability to challenge the decisions of the Management when they may involve risk-taking for the Company.

2. Remuneration Policy for Executive Members of the Board of Directors

The Remuneration Policy for Executive Members of the Board of Directors, in addition to the matters set out in Section 1, also takes into account other significant factors in determining remuneration, including the knowledge and experience required to achieve the objectives of the Company's Business Plan, as well as their contribution to the Company's performance that, which they may influence due to their role.
The Nomination and Remuneration Committee and the Board of Directors shall be periodically informed of the remuneration structure and practices applied within the Company, as well as of market trends in this particular issue (annual remuneration and benefits surveys). The remuneration of Non-Executive Members of the Board of Directors is not comparable to the remuneration structure applicable to the Company's employees and Executive Members of the Board of Directors. In determining the Remuneration Policy and the level of remuneration, consideration the remuneration practices of a peer group of companies deemed relevant on the basis of size and sector (including, indicatively, consumer goods companies, retail companies and holding companies) are taken into account. In addition, the Committee and the Board of Directors are provided with information regarding the Company's key performance indicators, as well as other financial indicators, such as inflation, in order for such trends to be taken into account in the implementation of the Policy. This information is taken into account when reviewing the Policy.

2.1 Remuneration Table for Executive Members of the Company's Board of Directors

Remuneration	Implementation	Maximum Limits and Link to Performance
Fixed Remuneration	Salaries are reviewed annually, without necessarily being increased.	The increase, if given, is discretionary and is not expected to exceed the average increase for all employees. The following factors are also taken into account: • The Company's performance. • The performance and experience of the member. • The remuneration for comparable positions in the Greek market. • The role and responsibilities of the member. • The salary and other employment conditions prevailing within the Company. • The inflation rates.
Short-Term Annual Variable Remuneration Plan (Management by Objectives - MBO)	The BoD determines the performance criteria and their respective weighting for the short-term incentive plan in accordance with the business strategy for the specific year.	The annual variable remuneration of Executive Members of the Board of Directors arising from the short-term incentive plan cannot exceed 65% of their annual gross remuneration for achievement of 100% of target performance ("at

Remuneration	Implementation	Maximum Limits and Link to Performance
	Payments under the short-term incentive plan may be recovered for a period of at least three (3) years from the date of their payment, in certain circumstances, including where inaccurate financial statements for previous financial years or generally, incorrect financial data used to calculate such payments. The Company may allocate the fee under the short-term annual variable remuneration plan from the Company's earnings in accordance with applicable law.	target") and, where performance exceeds target, shall in no event exceed 100% of their annual fixed remuneration. The percentage of annual fixed remuneration applicable to Executive Members of the Board of Directors varies depending on the scale of their role and their contribution to the Company's results. The BoD sets challenging targets based on both financial and non-financial criteria. The principal criteria are EBITDA/EBIT and sales revenue. Qualitative objectives may also be established, provided that in any case they should be measurable. Where non-financial (personal) objectives are assigned to an Executive Member of the Board of Directors in addition to financial objectives, the weighting of such personal objectives shall not exceed 20% of the total objectives assigned to that member.
Long-Term Incentive Plans (Options and Performance Shares)	The Company operates long-term incentive plans linked to the achievement of multi-year performance targets through the grant of shares free of charge and/or the award of share options. The options may not be exercised earlier than three (3) years from the date of grant. Similarly, under free share grants programs, shares vest after the lapse of three (3) years from the commencement of the relevant performance measurement period, subject to the achievement of the predetermined Performance Targets and the fulfilment of the other terms and conditions of the relevant plan (100% Performance Share Units); upon completion of the above-mentioned three-year performance measurement period, and provided	The Board of Directors sets demanding targets for long-term incentive plans within the framework of the Company's long-term business plan. The targets mainly concern financial performance, customer experience and sustainability and, in all cases, are measurable and disclosed either through published financial and non-financial information or through internationally accepted assessment methodologies. The calculation of target achievement is clearly disclosed in the Annual Remuneration Report. The amount of long-term variable remuneration awarded to

Remuneration	Implementation	Maximum Limits and Link to Performance
	that the relevant performance criteria have been met, the shares vest and are acquired by the beneficiary, who may thereafter sell them. The beneficiary does not acquire shares at the commencement of the plan. Benefits granted under long-term incentive plans may be recovered for a period of at least three (3) years from the date of payment in certain circumstances, including inaccurate financial statements relating to prior financial years or generally erroneous financial data used in calculating such benefits.	Executive Members of the Board of Directors is linked to the beneficiary's annual total remuneration and varies according to position and responsibilities, in accordance with the specific terms of each plan. In any event, such remuneration may not exceed 78% of annual fixed remuneration for achievement of 100% of targets and 142% of annual fixed remuneration for achievement of 120% of targets. The percentage of annual fixed remuneration applicable to Executive Members of the Board of Directors varies according to the scale of their role and their contribution to the Company's results. The aggregate nominal value of all share plans and share option plans in force at any given time may not exceed, in total, five per cent (5%) of the Company's paid-up share capital.
Retirement Benefit	The Company provides a defined contribution pension scheme.	This benefit is aligned with the policy applicable to the Company's other executives. The maximum contribution cannot exceed 12% of fixed remuneration.
Directors' and Officers' Liability Insurance (D&O)	The Company provides directors' and officers' liability insurance to all members of the Board of Directors in order to protect them against any personal liability that may arise in the performance of their duties as members of the Board of Directors.	The maximum coverage is EUR 2 million per claim and EUR 15 million in the aggregate. This insurance coverage also applies to Non-Executive Members of the Board of Directors, for whom an additional excess coverage limit of EUR 2 million applies.
Other Benefits	Including, but not limited to, private health insurance, life insurance, a company car/car allowance and a fuel card.	No maximum limit is prescribed for benefits that can be granted to an Executive Member of the Board of Directors. Such benefits are in line with market practice and the Company's policy for employees.

2.2 Employment Agreements

2.2.1 Term

The term of office of Executive Members of the Board of Directors may not exceed five (5) years, unless, on the recommendation by the Nomination and Remuneration Committee, the Board of Directors of the Company approves a term of office of unlimited duration.

In the event of termination of a contract with an Executive Member of the Board of Directors at the initiative of the Company, the notice periods and payment of compensation shall be provided by the relevant legislation.

2.2.2 Remuneration

The Executive Members of the Board of Directors for their participation in the Board of Directors, are not entitled to any other lump sum fee or other remuneration, other than their remuneration as executives of the Company.

2.2.3. Recruitment and Promotions

The total remuneration for the recruitment of a new Executive Member of the Board of Directors will be determined in accordance with the terms of the approved Policy.

Upon recruitment, Fixed Remuneration may be set below market levels and increased gradually as the Executive Member of the Board of Directors gains experience.

Remuneration through the Short-Term Annual Variable Remuneration Plan will reflect the length of service during the specific fiscal year.

Remuneration through the Long-Term Incentive Plan shall be paid in accordance with the provisions of this Policy, based on the terms and conditions of the specific plan.

In specific cases of recruitment, the Company may, on an exceptional basis only, compensate the member for variable remuneration (or benefits) that would have been provided by the member's previous employer through a sign-on bonus. In determining the amount of any sign-on bonus, the structure of the variable remuneration that the member will lose (cash or shares), the relevant amounts lost, the extent to which performance criteria and the likelihood of their being met, as well as the remaining vesting period shall be taken into account.

2.2.4. Termination Provisions

With respect to Executive Members of the Board of Directors and their other duties within the Company, all provisions of the labor legislation shall apply, with regard to the termination of their employment contract.

2.2.5. Commitments

The Company, upon the approval of this Policy, reserves the right to honour any contractual obligations already entered into with members of the Board of Directors prior to the effective date of this Policy.

If an executive of another Company of the FOURLIS Group is appointed as an executive member of the Board of Directors of the Company, then - as defined in the "Promotions and Movements of Employees within the Group" Policy - they shall retain all their employment rights.

Subject to the approval of the Board of Directors, the Executive Members of the Board of Directors may accept positions as Non-Executive Members of the Board of Directors in other companies and retain the remuneration paid for such positions. For these specific appointments, the provisions of the legislation and the Corporate Governance Code applied by the Company shall be taken into account.

2.3 Management of Remuneration under Short-Term and Long-Term Incentive Plans

Remuneration under the Short-Term Annual Variable Remuneration Plan and the Long-Term Incentive Plan is granted in accordance with the rules of the relevant plans and does not constitute contractual terms.

At the Company's discretion, a departing executive member of the Board of Directors may receive remuneration from the Short-Term Annual Variable Remuneration Plan. More specifically, the remuneration is paid after the end of the financial year and the assessment of the achievement of the performance criteria, in proportion to the actual period of employment during the financial year (unless the Company considers, in exceptional circumstances, that different treatment is appropriate).

The remuneration payable under the Long-Term Incentive Plan shall cease to apply upon termination of employment. However, in certain specified circumstances, such as death, injury or illness resulting in incapacity to work, retirement with the Company's agreement, or whenever the Company otherwise deems it appropriate, the remuneration will become payable provided that the performance criteria are met during the normal performance period (or a shorter period in the event of the participant's death) and with a pro

rata reduction (unless the Company considers, in exceptional circumstances, that different treatment is appropriate) for the actual period of employment during the financial year.

3. Remuneration Policy for Non-Executive Members of the Board of Directors

3.1. Remuneration, Review and Payment

When determining the remuneration levels of the non-executive members of the Board of Directors, the market practice in respect of companies of a similar size on the basis of market value, revenues, profits, complexity, structure and international dimension, should be taken into account.

The Non-Executive Members of the Board of Directors shall receive the basic remuneration and be paid additional remuneration for their participation in committees. The non-executive members of the Board of Directors are not entitled to participate in any incentive-grant plan.

The Non-Executive Members of the Board of Directors shall be paid a remuneration, which is fixed and covers the time required for the performance of their duties. Such fixed remuneration covers the time of participation in the meetings of the Board of Directors and in the meetings of the Committees of the Board of Directors, including the time required for preparation.

The maximum amount (ceiling) of the annual total basic remuneration is specified by the Board of Directors upon the proposal of the Nomination and Remuneration Committee and is subject to approval by the Annual Ordinary General Assembly of the shareholders.

There is no pre-specified level of annual remuneration or increase of remuneration nor a pre-specified maximum level of remuneration. The Board of Directors is guided by the general level of fees and increases in the market for the non-executive members of the Board of Directors.

In any case, the non-executive member of the Board of Directors must not receive any significant remuneration or benefit from the Company or from a related Company within the meaning of article 2 of L.4706/2020 or participate in a system of stock options or any other system of remuneration or benefits related to the performance other than remuneration for their participation in the Board of Directors or in its Committees, as well as the collection of fixed benefits under a pension scheme, including deferred benefits, for previous services provided to the Company.

The concept of a significant benefit or remuneration is determined on the basis of the levels of market remuneration. In addition, consideration shall be taken into account:

- the need to ensure that Non-Executive Members of the Board of Directors possess the appropriate skills, competencies, diversity, knowledge and experience required for positions on the Board of Directors,
- the time that should be allocated to the role,
- any increases in the scope, nature or responsibilities of the role and
- any needs for hiring a non-executive board member with specific skills and
- experience.

Where an independent member of the Board of Directors of FOURLIS S.A. Holdings participates as a Non-Executive Member of the Board of Directors of an affiliated company of the FOURLIS Group in accordance with International Accounting Standard (IAS) 24, the member may receive remuneration for such participation in accordance with the Remuneration Policy of the affiliated company.

Remuneration shall be normally paid on a monthly basis in euro and via bank account.

For the independent non-executive members of the Board of Directors, those mentioned above for the non-executive members of the Board of Directors shall apply.

3.2. Expenses

The Company may reimburse reasonable expenses incurred by Non-Executive Members of the Board of Directors in the performance of their duties, such as travel and accommodation expenses for participation in Board meetings and other business activities of the Company, attendance of training programs related to the role of the member, which are reimbursed in accordance with the Company's expenditure policy.

3.3. Remuneration for Additional Roles

Additional remuneration may be paid to Non-Executive Members of the Board of Directors (excluding Independent Non-Executive Members) for additional responsibilities and activities that go beyond the scope

of the tasks assigned to them. These fees are determined by the Board of Directors taking into account the member's time and experience and any other factors deemed relevant by the Board of Directors.

4. Deviations from the Policy

In exceptional circumstances, temporary deviations from this Policy may be permitted whenever deemed necessary by the Board of Directors in order to serve the long-term interests of the Company as a whole and to ensure its sustainability. Any such deviation must be reviewed and approved by the Board of Directors.
In particular, the Board of Directors may determine a higher maximum limit for incentive plans, such as in cases of recruitment or retention, or for any other reason, provided that this is deemed necessary in accordance with the principles set out above. However, the maximum reward that may be granted to an Executive Member of the Board of Directors under the annual incentive plan and the long-term incentive plan may not exceed, in total, 242% of such Executive Member's Fixed Remuneration in a financial year (proportionally and in accordance with the Remuneration Policy).

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The proposed revised Remuneration Policy has also been posted on the Company's website and is available to the investment community at https://www.fourlis.gr (which redirects to https://www.fourlis.com).

Issue 2nd: Non-implementation of the Fourth (D΄) Series of the Stock Grant Program based on performance (performance stock grants) to executives of the Company and its affiliated companies, approved by the Ordinary General Assembly of the shareholders dated 16.06.2023, in accordance with article 114 of L. 4548/2018 (as currently in force following its amendment by the resolutions of the Ordinary General Assembly's meetings of the Company's shareholders dated 21.06.2024 and 20.06.2025).

***Required quorum:* 1/2 (50%) of the paid-up share capital.**

***Required Majority:* 2/3 (66,67%) of the votes represented in the General Assembly.**

The Board of Directors proposes the non-implementation of the Fourth (D') Series of the performance stock grants program, which was approved by the Ordinary General Assembly of the shareholders on 16.06.2023 and amended by the resolutions of the Ordinary General Assemblies of the shareholders dated 21.06.2024 and 20.06.2025. The non-implementation of the Fourth (D') Series of the existing program entails, as a direct consequence, that the rights provided for under that Series will not be granted.
The above proposal is linked to the proposal of the Board of Directors, under the third item of the agenda, for the establishment of a new Long-Term Incentive Plan (LTI). The new program forms part of the Company's broader plan to restructure its long-term incentive framework, with a view to linking such incentives more effectively to the long-term performance of the Company and the FOURLIS Group and to the implementation of their strategic priorities.
Furthermore, the non-implementation of the Fourth (D') Series and the consequent non-granting of the rights provided for thereunder contribute to keeping the total nominal value of the shares that may be distributed under the Company's long-term incentive programs in force from time to time within the

maximum cumulative limit of 5% of the paid-up share capital and, consequently, to limiting the reduction in the participation percentage of existing shareholders.

Issue 3rd: Establishment of a performance-based Long-Term Incentive Plan, in the form of free share grants to members of the Board of Directors and the personnel of the Company and its affiliated companies, in accordance with article 114 of L. 4548/2018. Granting of authorization to the Board of Directors to regulate procedural matters and details.

***Required quorum:* 1/2 (50%) of the paid-up share capital.**

***Required Majority:* 2/3 (66,67%) of the votes represented in the General Assembly.**

The Board of Directors, following a proposal of the Nomination and Remuneration Committee, proposes the approval of a performance-based Long-Term Incentive Plan, in the form of the free award of shares to members of the Board of Directors and employees of the Company, as well as of its affiliated companies, in accordance with Article 114 of Law 4548/2018.

The full text of the proposed share award programme submitted for approval is as follows:

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Performance-Based Long-Term Incentive Plan (Long-Term Incentive Plan) through the Grant of Shares Free of Charge to Executives of the société anonyme under the corporate name "FOURLIS HOLDINGS S.A." and companies of the FOURLIS Group, in accordance with Article 114 of Law 4548/2018.

Article 1 – Purpose of the Plan

This Performance-Based Long-Term Incentive Plan (Long-Term Incentive Plan – LTIP) through the Grant of Shares Free of Charge (the "Plan") is established for the following purposes:

a) to align a significant portion of the Beneficiaries' total remuneration with the long-term business and financial performance of the FOURLIS Group and the sustainable creation of value for shareholders,

b) to support the business transformation of the FOURLIS Group, aimed at transitioning from a collection of individual retail businesses into a unified and scalable retail platform in Southeast Europe, in line with the strategic plan and medium-term objectives presented at the Investor Day held in October 2026. The transformation comprises the foundation phase (financial year 2026: new operating model, shared services, data and systems architecture) and the integration phase (financial years 2027–2028: supply chain, omnichannel operations and digital capabilities), with recurring efficiency and growth benefits expected from 2028 onwards,

c) to strengthen the accountability of senior executives with respect to profitable growth, cash flow generation, financial discipline and the effective execution of the FOURLIS Group's long-term strategy,

d) to promote collaboration, a shared strategic direction and collective contribution among the companies of the FOURLIS Group,

e) to retain key executives and to attract and retain individuals with specialised skills, particularly in the areas of technology, supply chain management and digital operations, which are necessary for the implementation of the FOURLIS Group's long-term strategy and business transformation; and

f) to increase the proportion of long-term incentives within the overall remuneration mix of eligible executives, thereby strengthening the alignment of their interests with the long-term performance and value creation of the FOURLIS Group.

Article 2 – Definitions

For the purposes of the Plan, the following terms shall have the meanings assigned to them below:

Company: the société anonyme under the corporate name "FOURLIS HOLDINGS S.A.".

FOURLIS Group: the Company and the companies that are, from time to time, included in the Company's consolidated financial statements as its subsidiaries and consolidated by the full consolidation method.

Plan: this Performance-Based Long-Term Incentive Plan through the Grant of Shares Free of Charge, as approved by the General Meeting of the Company's shareholders.

Share: each ordinary registered share of the Company granted free of charge to Beneficiaries under the Plan.

Beneficiary: a natural person falling within one of the categories of persons specified in Article 4 of the Plan and to whom Rights are granted by the Board of Directors of the Company in accordance with the terms and conditions of the Plan.

Right: the conditional right to acquire, by way of a grant free of charge, one (1) Share issued by the Company, which is awarded by the Board of Directors of the Company to a specific Beneficiary in accordance with the terms of the Plan and is subject to the achievement of the predetermined Performance Targets and the fulfilment of the other terms and conditions of the Plan (100% Performance Share Units). The grant of a Right shall not, by itself, confer ownership of any Share or shareholder status upon the Beneficiary. The Right shall be personal to the Beneficiary, non-transferable and not subject to attachment, pledge, encumbrance or any other form of security or charge.

Award: the resolution of the Board of Directors of the Company whereby a specific Executive or categories of Executive positions are designated as Beneficiaries under a particular Series of the Plan.

Award Date: the date on which the Board of Directors resolves to designate a specific Executive or categories of Executive positions as Beneficiaries under a particular Series of the Plan.

Performance Assessment Period: each of the three separate three-year performance assessment periods provided for in Article 6 of the Plan.

Series: the aggregate Rights granted in relation to a specific three-year Performance Assessment Period referred to in Article 6 of the Plan, which become eligible for vesting upon completion thereof in accordance with Article 9 of the Plan.

Key Performance Indicator (KPI): each of the individual performance indicators set out in Article 7 of the Plan on the basis of which the performance of the FOURLIS Group is assessed.

Performance Target: the predetermined level of achievement applicable to a particular Key Performance Indicator and against which such Key Performance Indicator is measured in accordance with the terms of the Plan.

Vesting: the confirmation, in accordance with the terms of the Plan, of the Beneficiary's entitlement to receive a grant free of charge of the corresponding number of Shares following completion of the relevant Performance Assessment Period for a particular Series and attainment of the applicable Performance Targets. Vesting shall not, by itself, result in the transfer or issuance of Shares to the Beneficiary.

Vesting Percentage: the percentage of Rights that vest relative to the number of Rights granted, as determined by reference to the achievement of the applicable Performance Targets and in accordance with Articles 7 and 8 of the Plan.

Performance Certification Date: the date on which the Board of Directors, in accordance with the provisions of the Plan, determines whether the Performance Targets have been achieved, establishes the overall Vesting Percentage and certifies the final number of Rights that vest for each Beneficiary in respect of the relevant Performance Assessment Period.

Grant of Shares Free of Charge: the process by which Shares of the Company are granted to Beneficiaries without consideration being paid by them, in accordance with Article 10 of the Plan and the applicable provisions of Law 4548/2018.

Share Grant Date: the date on which the grant of the relevant Shares free of charge to the Beneficiary is completed.

Committee: the Company's Nomination and Remuneration Committee.

Article 3 – Form and Legal Basis of the Plan

3.1. The Plan constitutes a performance-based Long-Term Incentive Plan (Long-Term Incentive Plan – LTIP), based on the award of Performance Share Units (PSUs), and is intended to provide for the Grant of Shares Free of Charge to Beneficiaries, subject to the terms and conditions set out herein.

3.2. The Plan is established pursuant to the provisions of Article 114 of Law 4548/2018, which permits the grant of shares free of charge to members of the Board of Directors and employees of the Company, as well as of companies affiliated with it within the meaning of Article 32 of Law 4308/2014, pursuant to a resolution of the General Meeting adopted with the quorum and majority requirements prescribed by law.

3.3. Rights under the Plan shall be settled exclusively through the Grant of Shares Free of Charge by the Company. Beneficiaries shall have no entitlement to receive any cash equivalent in lieu of the Grant of Shares Free of Charge.

Article 4 – Beneficiaries

Beneficiaries under the Plan may be selected natural persons who are employed by, or perform managerial duties for, the Company or companies within the FOURLIS Group and who fall within one of the following categories:

a) the Executive Chairman of the Board of Directors of the Company.

b) the Chief Executive Officer of the Company.

c) the Executive Members of the Board of Directors of the Company.

d) the senior executive management of the companies comprising the FOURLIS Group and

e) managerial or non-managerial employees holding selected critical positions within the Company or companies of the FOURLIS Group, whose contribution is considered significant for the implementation of the strategy and the achievement of the business objectives of the FOURLIS Group.

The selection of Beneficiaries shall be made by the Board of Directors of the Company, following a recommendation from the Nomination and Remuneration Committee, taking into account, in particular, each individual's position and responsibilities, level of accountability, and the strategic plans and business objectives of the FOURLIS Group for the period 2026–2030.

Article 5 – Award of Rights and Number of Rights

5.1. The Plan shall be implemented through three (3) separate Series of Rights Awards, each corresponding to one of the three Performance Assessment Periods referred to in Article 6. Specifically, the first Award, to be made during 2026, shall correspond to the first Performance Assessment Period (financial years 2026–2028); the second Award, also to be made during 2026, shall correspond to the second Performance Assessment Period (financial years 2027–2029); and the third Award, to be made during 2028, shall correspond to the third Performance Assessment Period (financial years 2028–2030).

5.2. Each Award shall be made pursuant to a resolution of the Board of Directors of the Company, following a recommendation by the Nomination and Remuneration Committee, in accordance with the terms and conditions of the Plan and pursuant to the authority granted to the Board of Directors to determine the Beneficiaries or categories thereof under Article 114(2) of Law 4548/2018.

5.3. Each Award shall be independent and separate. Accordingly, the participation of a Beneficiary in any prior Award shall not create any presumption or entitlement to participate in future Awards.

5.4. The implementation of the Plan with respect to members of the Board of Directors of the Company falling within its scope shall be governed by the Company's Remuneration Policy in force from time to time, as approved by the General Meeting. With respect to other participants in the Plan falling within its scope, the FOURLIS Group's internal remuneration policy in force from time to time shall also be taken into account as a framework of best practice.

5.5. The remuneration structure applicable to the Chairman of the Board of Directors, the Chief Executive Officer, and the Business Unit Heads of the FOURLIS Group is illustrated in the table below, which presents

the relationship between fixed and variable remuneration, as well as the allocation of variable remuneration between long-term and short-term incentives. In particular, Variable Pay comprises both the long-term incentive under this Plan (Long-Term Incentive – LTI) and the short-term incentive (Short-Term Incentive – STI), which within the FOURLIS Group is linked to the achievement of performance objectives through the Management by Objectives (MBO) framework.

Position Category	Fixed Pay	Variable Pay	LTI as % of Variable Pay	MBO/STI as % of Variable Pay	Target LTI as % of Base Salary	Maximum LTI as % of Base Salary
Chairman of the Board of Directors	44%	56%	100%	0%	70%	127%
Chief Executive Officer	33%	67%	69%	31%	78%	142%
Business Unit Heads	43%	57%	60%	40%	44%	80%

5.6. The percentages set out in the "Target LTI as % of Base Salary" column and the "Maximum LTI as % of Base Salary" column represent, respectively, the target level and the maximum value of the Rights awarded under the Plan for each position category referred to therein. Each Award shall be calculated in accordance with the allocation set out in the table above, based on the Beneficiary's annual gross base salary as at the relevant Award Date.

Such percentages do not constitute a guarantee of the Grant or Vesting of any Rights. The number of Rights ultimately vested shall depend upon the achievement of the Performance Targets and the application of the Vesting scale set out in Article 8.

In any event, the value of the Rights awarded under the Plan shall not exceed the maximum percentage applicable to the Beneficiary's position category, as set out in the table in paragraph 5.5.

5.7. For the purpose of determining the number of Rights to be granted, the closing market price of the Share on 30 October 2026 (being the last business day of the month preceding the publication of the notice convening the General Meeting approving the Plan) shall be taken into account, namely three euro and ninety-two cents (€3.92) per Share.

5.8. Upon completion of the Award process, the Company shall notify each Beneficiary in writing of his or her participation in the relevant Series of the Plan, based on the position category held by the Beneficiary on the relevant Award Date.

5.9 Special Rules in the Event of Recruitment or Promotion / Change of Position Category

5.9.1. Where a Beneficiary is recruited during any Performance Assessment Period, the number of Rights shall be determined, taking into account the ratio of the number of complete months of employment during the relevant Performance Assessment Period to the total thirty-six (36) months comprising that Period.

5.9.2. Where a Beneficiary is promoted or changes position category during any Performance Assessment Period, account shall be taken of the respective proportion of complete months served in each position category during that Period, relative to the total thirty-six (36) months comprising the Period.

5.9.3. For the purposes of paragraphs 5.9.1 and 5.9.2:

a) a complete month shall mean any full calendar month of employment or service in the relevant position category and

b) the recruitment date or position category change date shall be deemed to be the first day of the relevant calendar month.

Article 6 – Performance Assessment Periods

6.1. The Plan comprises three (3) separate rolling Performance Assessment Periods, each having a duration of three (3) financial years, as follows:

a) First Period: from 1 January 2026 to 31 December 2028.

b) Second Period: from 1 January 2027 to 31 December 2029.

c) Third Period: from 1 January 2028 to 31 December 2030.

6.2. Each Performance Assessment Period relates exclusively to the corresponding Award referred to in Article 5. Performance for each Period shall be assessed cumulatively over the entire three-year period and not separately for each individual financial year.

6.3. The assessment of Performance for each Period and the Vesting of the corresponding Rights shall take place following the completion of the relevant three-year period and the publication of the financial results for the final financial year included in that Period.

6.4. The Key Performance Indicators, weighting factors and Performance Targets applicable to the financial years 2026 through 2029 shall be those presented to the investment community during the Company's 2026 Investor Day and disclosed to shareholders prior to the convening of the General Meeting approving the Plan. Such Performance Targets shall remain unchanged throughout the duration of the Plan.

6.5. Specifically with respect to the financial year 2030, the corresponding Performance Targets shall be determined by the Board of Directors at a meeting to be held during 2028, following a recommendation from the Committee, and shall be presented to the investment community during the 2028 Investor Day. Such targets shall be established in accordance with the Key Performance Indicators, weightings and methodology set out in the Plan and shall not constitute an amendment to the structure or terms of the Plan.

6.6. Following the completion of each Performance Assessment Period and confirmation of the achievement of the applicable Performance Targets, the Beneficiary's entitlement to receive a grant of the corresponding number of Shares free of charge shall become vested. Vesting shall not, of itself, result in the transfer or issuance of Shares to the Beneficiary.

Article 7 – Performance Measures

7.1. For the purposes of Vesting of the Rights, the assessment of Performance shall be based on the achievement of specific financial, strategic, people-related, environmental and social objectives of the FOURLIS Group, as reflected in the following Key Performance Indicators (KPIs):

Key Performance Indicator (KPI)	Weighting
Adjusted Earnings per Share (Adjusted EPS)	35%
Adjusted Net Debt	35%
Group Net Promoter Score (Group NPS)	15%
Employee Engagement	5%
Sustainability / ESG	10%
Total	100%

7.2. Each Key Performance Indicator (KPI) shall be assessed separately and independently from the other KPIs, based on the specific criteria and assessment methodology set out in the Plan and the corresponding Performance Targets. For each KPI, the level of achievement of the relevant Performance Target shall be determined independently. The achievement or non-achievement of any KPI shall not affect the assessment of any other KPI, nor shall overachievement in respect of one KPI be permitted to offset underachievement or failure to achieve another KPI.

For the purpose of calculating the weighted achievement percentage attributable to a particular KPI, the corresponding weighting factor set out in the table in paragraph 7.1 shall be applied. The resulting weighted achievement percentage shall be taken into account in determining the overall Achievement Percentage referred to in paragraph 8.2.

7.3. The KPIs shall be assessed as follows:

a) Adjusted Earnings per Share (Adjusted EPS): the cumulative earnings per share of the FOURLIS Group during the relevant Performance Assessment Period shall be taken into account, adjusted for material extraordinary or non-recurring items in accordance with the methodology established for the relevant Performance Target. For the purposes of the calculation, the effect of any share buy-backs in excess of those contemplated in the approved business plan shall be taken into account in order to ensure comparability of the relevant metric.

b) Adjusted Net Debt: the average net debt of the FOURLIS Group, excluding lease liabilities, as at the end of each of the three (3) financial years comprising the relevant Performance Assessment Period shall be taken into account, adjusted for distributions to shareholders (including dividends, capital returns and share buy-backs) in excess of those contemplated in the approved business plan.

c) Group Net Promoter Score (Group NPS): the three-year weighted average NPS shall be taken into account, weighted by reference to customer volumes across the individual brands and countries in which the FOURLIS Group operates, using a consistent measurement methodology throughout the relevant Performance Assessment Period.

d) Employee Engagement: the average employee engagement score of the FOURLIS Group during the relevant Performance Assessment Period shall be taken into account, based on the annual employee survey and a consistent measurement methodology conducted with the assistance of an independent external advisor.

e) Sustainability / ESG: the FOURLIS Group's Scope 2 greenhouse gas emissions, measured using the market-based method, as recorded for the final financial year of the relevant Performance Assessment Period, shall be taken into account as reported in the Sustainability Report and subject to external assurance.

7.4. For each KPI, the applicable Performance Target, including the minimum level, target level and maximum level, shall apply in accordance with Article 6. For the purposes of calculating the achievement percentage for each KPI: where the result achieved is below the minimum level, the achievement percentage shall be deemed to be zero per cent (0%), where the result achieved exceeds the maximum level, the maximum level shall apply, in all other cases, the actual result achieved shall be taken into account. Achievement percentages between the minimum level and the target level (100%), as well as between the target level and the maximum level, shall be determined by means of straight-line interpolation.

For KPIs where a reduction in the relevant metric constitutes an improvement in Performance, the achievement percentage shall be calculated so as to properly reflect the inverse direction of the desired change.

7.5. The achievement percentage for each KPI shall be weighted using the corresponding weighting factor set out in the table in paragraph 7.1, in order to determine the weighted achievement percentage for that KPI.

Article 8 – Vesting Scale

8.1. For the purpose of determining the overall Achievement Percentage under the Plan, the weighted achievement percentages of all KPIs, as calculated in accordance with Article 7.5, shall be aggregated.

8.2. The overall Achievement Percentage shall be calculated as the sum of the weighted achievement percentages of all individual KPIs in accordance with Article 7.

The following table shall apply for the purposes of Vesting:

Overall Achievement Percentage Range	Vesting Percentage
Below 80%	0%
80% (Minimum)	25%

100% (Target)	55%
120% and above (Maximum)	100%

Where the Overall Achievement Percentage is below the minimum level of 80%, no Rights shall vest. Where the Overall Achievement Percentage is equal to or exceeds the maximum level of 120%, the applicable Vesting Percentage shall be 100%. For the calculation of achievement percentages falling between the minimum level and the target level (100%), and between the target level and the maximum level, straight-line interpolation shall apply.

For Rights under each Series to vest, the Overall Achievement Percentage must correspond to a Vesting Percentage determined in accordance with the scale set out in the above table.

8.3. Achievement Percentages and Vesting Percentages shall be calculated to two decimal places. The final number of Rights vesting for each Beneficiary shall be rounded to the nearest whole number, with fractions of 0.5 or above rounded upward.

Article 9 – Performance Determination and Vesting

9.1. Rights shall vest once in respect of each Performance Assessment Period, following the completion of that Period and the publication of the financial results for the final financial year comprised therein. Within a reasonable period following publication of such results, the Board of Directors, following a recommendation from the Nomination and Remuneration Committee, shall determine whether the applicable Performance Targets have been achieved and shall establish the overall Vesting Percentage and the corresponding number of Rights vesting for each Beneficiary.

9.2. The determination of the achievement of the Performance Targets and the number of Rights eligible for Vesting shall be made by the Board of Directors in accordance with the objective criteria, calculation methodologies and other provisions of the Plan and shall not be subject to the discretion of the Board of Directors as regards the recognition of Vesting, provided that the conditions prescribed by the Plan have been satisfied. By way of exception, the Board of Directors, following a specifically reasoned recommendation from the Committee, may reduce (but not increase) the Vesting Percentage otherwise resulting from the application of the Plan where such outcome does not appropriately reflect the underlying performance of the FOURLIS Group or shareholders' experience during the relevant Performance Assessment Period. Any such decision shall be disclosed and explained in the Remuneration Report.

9.3. The Vesting relating to a particular Series/Award shall be independent of the Vesting relating to any other Series/ Award. The completion of one Performance Assessment Period and the corresponding Vesting shall not affect the assessment of any other Performance Assessment Period.

9.4. Upon completion of the Vesting process, the Company shall notify each Beneficiary in writing of the number of Rights vested in his or her favour, together with the timetable for the Grant of the corresponding Shares free of charge.

9.5 Pro Rata Vesting in Case of Recruitment or Promotion / Change of Position Category

9.5.1. Where a Beneficiary is recruited during any Performance Assessment Period, the number of Rights eligible for Vesting shall be determined, taking into account the ratio of the number of complete months of employment during the relevant Performance Assessment Period to the total thirty-six (36) months comprising such Period.

9.5.2. Where a Beneficiary is promoted or changes position category during any Performance Assessment Period, the number of Rights eligible for Vesting shall be determined by reference to the respective proportion of complete months served in each position category during that Period, relative to the total thirty-six (36) months comprising the Period.

9.5.3. For the purposes of paragraphs 9.5.1 and 9.5.2:

a) a complete month shall mean any full calendar month of employment or service in the relevant position category and

b) the recruitment date or position category change date shall be deemed to be the first day of the relevant calendar month.

Article 10 – Method of Settlement of Vested Rights

10.1. Vested Rights shall be settled exclusively through the Grant of Shares Free of Charge by the Company to the relevant Beneficiaries, in accordance with the terms of the Plan and the applicable provisions of Law 4548/2018. The Vesting of Rights under the Plan shall not, in and of itself, result in the transfer or issuance of Shares to Beneficiaries, but shall establish their entitlement to receive the relevant Shares through the Grant of Shares Free of Charge process described in this Article.

10.2. The method by which vested Rights are satisfied for the purpose of implementing the grant of Shares free of charge shall be determined by the competent corporate body, as applicable, and may consist, in accordance with Article 114 paragraphs 1 and 2 of Law 4548/2018, of:

a) the transfer of treasury shares of the Company, acquired or to be acquired pursuant to Article 49 paragraph 3 of Law 4548/2018, by resolution of the Board of Directors.

b) the issuance of new Shares by way of an increase of the Company's share capital through the capitalization of undistributed profits, distributable reserves or the share premium reserve, pursuant to a resolution of the General Meeting; or

c) a combination of the foregoing methods.

10.3. The Board of Directors or the General Meeting, as applicable, shall determine, by its respective resolution as referred to above, the specific terms and conditions of the grant of Shares free of charge in

accordance with Article 114 paragraph 2 of Law 4548/2018. In all cases, the Board of Directors shall be responsible for implementing and completing the process of granting the Shares to the Beneficiaries.

10.4. Beneficiaries shall have no entitlement to receive any cash equivalent in lieu of the grant of Shares free of charge.

Article 11 – Maximum Number of Rights and Shares

11.1. The aggregate nominal value of the Shares that may be granted under this Plan, any prior plan that remains in force, and any subsequent share grant plan or share option plan of the Company, shall not exceed, in aggregate, five per cent (5%) of the Company's paid-up share capital, as existing on the date of approval of the relevant plan by the General Meeting.

11.2. For the purpose of calculating the above limit, the following shall be counted on a cumulative basis:

a) the Shares corresponding to Rights already awarded under this Plan and any other prior plan of the Company that remains in force, including share option rights (stock options), irrespective of whether such Rights have vested; and

b) the Shares corresponding to the maximum potential future award of Rights under this Plan and any other prior plan of the Company that remains in force, which have not yet been awarded. For the purposes of calculating the above limit, each Share shall be counted once only, irrespective of whether it relates to a Right already awarded or to a potential future award under any plan. In particular, with respect to each prior plan, the number of Rights already awarded under that plan shall be deducted from such plan's maximum available capacity, so that only the remaining capacity for future awards is taken into account for purposes of the cumulative calculation.

Article 12 – Termination or Cessation of the Employment or Other Contractual Relationship – Good Leavers and Bad Leavers (Good Leaver / Bad Leaver)

12.1. Good Leaver

A Good Leaver shall mean a Beneficiary whose employment or other contractual relationship with the Company or any company within the FOURLIS Group is terminated or ceases for any of the following reasons:

a) due to the Beneficiary's death,

b) due to the Beneficiary's permanent incapacity, rendering him or her objectively unable to continue providing employment or services,

c) due to the Beneficiary's retirement, provided that such retirement is approved by the competent corporate body of the Company or the relevant Group company,

d) due to termination of the employment or other contractual relationship by the Company or a Group company without fault on the part of the Beneficiary or without cause attributable to the Beneficiary's misconduct, or due to resignation by the Beneficiary,

e) due to the elimination of the Beneficiary's position or an organizational restructuring of the Company or a Group company, provided that such termination or cessation is not attributable to any fault of the Beneficiary or

f) any other exceptional circumstance specifically justified and approved by resolution of the Board of Directors of the Company following a recommendation from the Nomination and Remuneration Committee.

12.2. Consequences for the Rights of a Good Leaver – Pro Rata Vesting

A Good Leaver Beneficiary shall retain the right to pro rata Vesting of the Rights relating to a particular Series/Award, subject to the achievement of the applicable Performance Targets in accordance with Article 9 of the Plan. For the purposes of determining the number of Rights eligible for Vesting, the provisions of paragraph 9.5 shall apply mutatis mutandis. For this purpose, the start date of the relevant service period shall be deemed to be the first day of the relevant three-year Performance Assessment Period specified in Article 6 of the Plan, and the end date shall be the date on which the Beneficiary's employment or other contractual relationship with the Company or the relevant company within the FOURLIS Group terminates or ceases.

12.3. Bad Leaver

A Bad Leaver shall mean a Beneficiary whose employment or other contractual relationship with the Company or any company within the FOURLIS Group is terminated or ceases for any of the following reasons:

a) termination of the employment or other contractual relationship for cause attributable to the Beneficiary's misconduct,

b) fraud or any fraudulent act committed against the Company or any Group company,

c) fraudulent or dishonest conduct by the Beneficiary in the performance of his or her duties or professional activities which has caused, or may cause, material harm to the Company or a Group company,

d) serious breach of the Beneficiary's contractual, employment or other material obligations towards the Company or a Group company,

e) serious breach of compliance obligations or of the internal policies, regulations or rules of the Company or a Group company or

f) material breach of the Beneficiary's confidentiality obligations towards the Company or a Group company.

12.4 Consequences for the Rights of a Bad Leaver – Forfeiture of Rights

In the event that a Beneficiary is classified as a Bad Leaver, all Rights shall automatically lapse, irrespective of whether such Rights have vested as of the date on which the Beneficiary's employment or other contractual relationship terminates or ceases. No entitlement to compensation or any other claim against the Company or any Group company shall arise in favour of the Beneficiary as a result thereof.

12.5. Classification Procedure

The classification of a Beneficiary as a Good Leaver or Bad Leaver shall be determined by resolution of the Board of Directors of the Company, following a recommendation from the Nomination and Remuneration Committee, taking into account the facts and circumstances and the reasons giving rise to the termination or

cessation of the Beneficiary's employment or other contractual relationship. The relevant decision shall be duly reasoned.

Article 13 – Reduction or Cancellation of Unvested Rights (Malus)

13.1. Until completion of the Vesting determination process pursuant to Article 9 of the Plan, the Board of Directors may, following a recommendation from the Nomination and Remuneration Committee, decide to reduce or cancel all or part of any unvested Rights. Such power shall remain available even after completion of the relevant Performance Assessment Period, provided that the Vesting determination process under Article 9 has not yet been completed.

13.2. The Malus mechanism may be applied, in particular, in the following circumstances:

a) a material restatement of the published financial statements of the Company or any Group company,

b) discovery of fraud or fraudulent conduct,

c) a serious breach of compliance obligations,

d) a material breach of policies or internal regulations of the FOURLIS Group,

e) a significant failure in risk management or

f) the identification of a material error or inaccuracy in the calculation of the achievement of the Performance Targets or the number of Rights eligible for Vesting.

13.3. The reduction or cancellation may apply to all or part of the unvested Rights. As a general principle, the Malus mechanism shall be applied on a consistent and uniform basis to all Beneficiaries holding unvested Rights under the relevant Grant or Grants, irrespective of their individual fault or involvement in the event giving rise to the application of the mechanism.

13.4. The Board of Directors, following a recommendation from the Nomination and Remuneration Committee, shall determine, acting reasonably, whether circumstances exist that justify the application of the Malus mechanism and the extent of any reduction or cancellation of Rights, taking into account the nature, severity and consequences of the relevant event.

13.5. Before a decision is taken to apply the Malus mechanism, the affected Beneficiaries shall be notified in writing of the reasons for and consequences of the proposed decision and shall be granted a reasonable period, of not less than ten (10) business days, within which to present their views and submit any relevant information or supporting evidence.

Article 14 – Clawback of Benefits Arising from the Grant of Shares Free of Charge

14.1. Following the Vesting of Rights and the Grant of the corresponding Shares free of charge to the Beneficiaries, the Board of Directors may, by a specifically reasoned resolution and following a recommendation from the Nomination and Remuneration Committee, resolve to recover all or part of the economic benefit obtained by the Beneficiaries through the grant of such Shares, specifying the amount to be recovered and the method of recovery in accordance with the provisions set out below.

14.2. The Clawback mechanism may be applied, in particular, in the circumstances referred to in paragraph 13.2 of the Plan, as well as in any other case where it is determined that the Vesting of Rights was based on materially inaccurate, incomplete or misleading data or information.

14.3. As a general principle, the Clawback mechanism shall be applied on a consistent and uniform basis to all Beneficiaries who have received Shares under the relevant Award or Awards, regardless of their individual fault or involvement in the event giving rise to the application of the mechanism. Notwithstanding the foregoing, the Board of Directors, following a recommendation from the Nomination and Remuneration Committee and taking into account the nature, circumstances, seriousness and consequences of the relevant event, the extent of the economic benefit obtained, and whether the event justifying the application of the Clawback mechanism is attributable to any act, omission, responsibility or material involvement of a particular Beneficiary or category of Beneficiaries, may, acting reasonably, determine that the recovery of the economic benefit shall apply only to a specific Beneficiary or category of Beneficiaries.

14.4. Recovery of the economic benefit may be effected through one or more of the following methods, as determined by the Board of Directors in its reasonable discretion:

a) the return or transfer to the Company of the Shares granted free of charge to the Beneficiary, to the extent permitted under applicable law,

b) payment by the Beneficiary of a cash amount equal to the value of the Shares corresponding to the benefit subject to recovery,

c) set-off of the relevant claim of the Company against any monetary claims of the Beneficiary against the Company or any Group company, to the extent permitted under applicable employment legislation and/or

d) cancellation or withholding of future Rights or other benefits under the Plan, to the extent such Rights or benefits have not already vested.

14.5. Prior to any decision to apply the Clawback mechanism, the affected Beneficiaries shall be notified in writing of the facts and reasons on which the proposed decision is based and shall be afforded a reasonable period, being not less than ten (10) business days, within which to present their views and submit any relevant information.

14.6. The right to invoke the Clawback mechanism may be exercised within five (5) years from the date on which the relevant Shares were granted free of charge to the Beneficiary, without prejudice to any applicable statutory limitation periods.

Article 15 – Adjustment of the Plan Following Extraordinary Events and Corporate Actions

15.1. General Principle

In the event of extraordinary events or corporate actions that materially affect either: a) the comparability of results and the ability to objectively assess the achievement of the Performance Targets or b) the share-related or economic equivalence of the Rights, the Board of Directors may, following a recommendation from

the Nomination and Remuneration Committee, approve such adjustments as are strictly necessary, reasonable and proportionate in accordance with the provisions of this Article.

15.2. Events Affecting the Comparability of Performance Measures

The adjustments referred to in paragraph 15.1 may relate to the methodology for calculating the Performance Measures or the metrics used to assess them, particularly in the event of:

a) acquisitions or other significant changes in the consolidation perimeter of the Group,

b) demergers, divestments or disposals of significant businesses or assets,

c) corporate reorganisations or other significant corporate actions,

d) changes in applicable accounting standards or accounting policies, insofar as they materially affect the calculation of the relevant metrics or

e) other extraordinary events that could not reasonably have been foreseen at the time of the relevant Award and which materially affect the comparability of results.

15.3. Corporate Events Affecting the Rights

Where a corporate event materially affects the Company's share capital, the number of its shares, or the share-related or economic equivalence of the Rights, the Board of Directors may approve such adjustments as are necessary, including in the event of:

a) an increase or reduction of share capital,

b) a share split or reverse share split,

c) a bonus issue of shares,

d) an issue of pre-emption rights,

e) a merger, demerger, hive-down, spin-off or other corporate transformation,

f) a contribution of assets or business activities,

g) an extraordinary distribution of assets to shareholders or

h) any other similar corporate event resulting in a material change to the share-related or economic basis upon which the Rights were originally granted.

15.4. Nature and Scope of Adjustments

Depending on the nature and consequences of the relevant event, the adjustments referred to in paragraphs 15.2 and 15.3 may relate to:

a) the methodology for calculating the Performance Measures or the metrics used in assessing them,

b) the number of Rights awarded or the aggregate number of Shares to which such Rights relate, where necessary to preserve their share-related or economic equivalence and/or

c) other technical aspects of the Plan, to the extent that their adjustment is necessary for the proper operation of the Plan.

15.5. Limitations on Adjustments

Any adjustment must be objectively justified, reasonable and proportionate to the nature and impact of the relevant event and shall be made solely for the purpose of preserving the objectivity and comparability of the assessment process or, as applicable, the share-related and economic equivalence of the Rights.

No adjustment shall be intended, nor shall it operate, to provide an unjustified improvement or deterioration in the position of the Beneficiaries, materially alter the level of performance required for Vesting, or provide the Beneficiaries with any additional economic benefit beyond that resulting from the original Award, taking into account the relevant event.

In all circumstances, adjustments may not alter the weighting factors of the Performance Measures or the Vesting Scale set out in Article 8 of the Plan, nor result in any breach of the limits prescribed by the Plan or the applicable provisions of Law 4548/2018.

15.6. Procedure

Any decision of the Board of Directors to apply this Article shall be specifically reasoned and shall identify the event giving rise to the need for the adjustment, the nature and extent of the adjustment, and the methodology applied in implementing it. Such decision shall be taken prior to completion of the Performance determination and Vesting process in accordance with Article 9 of the Plan.

Article 16 – Change of Control

16.1. Definition of Change of Control

For the purposes of the Plan, "Change of Control" shall mean any transaction or series of transactions resulting in the direct or indirect acquisition by a third party, or a group of persons acting in concert, of the ability to exercise decisive influence over the management and decision-making of the Company, including, in particular:

a) the acquisition of a majority of the voting rights in the Company,

b) the acquisition of the right to appoint or remove a majority of the members of the Board of Directors of the Company or

c) the acquisition, pursuant to an agreement or other arrangement, of the ability to exercise control over the Company in a manner equivalent to the situations described above.

16.2. Illustrative Cases

A Change of Control may arise, in particular, as a result of:

a) a successful public takeover offer,

b) the direct or indirect acquisition of, or other obtaining of control over, the Company,

c) a merger or other corporate transaction as a result of which control of the Company passes to another person,

d) a reverse takeover,

e) the acquisition of all or substantially all of the Shares of the Company by a major shareholder or third party, including through a squeeze-out procedure or

f) any other transaction or series of transactions having an equivalent effect.

The delisting of the Company's Shares from a regulated market shall not, in itself, constitute a Change of Control, unless accompanied by a change in control of the Company.

16.3. Consequences of a Change of Control

16.3.1. The occurrence of a Change of Control shall not automatically result in the full or partial Vesting of outstanding Rights, nor in their forfeiture. Outstanding Rights shall continue to be governed by the terms of the Plan, subject to the specific provisions of this Article.

16.3.2. In the event of a Change of Control, arrangements may be made for the continuation of the Plan by the acquirer or by the universal or special successor of the Company, or for the replacement of any outstanding Rights with equivalent rights or benefits, provided that the economic equivalence and substantive preservation of the terms of the original Rights are maintained, to the greatest extent possible.

16.3.3. If, as a consequence of a Change of Control, it is not possible to continue or replace the outstanding Rights in accordance with paragraph 16.3.2, the Board of Directors, following a recommendation from the Nomination and Remuneration Committee, shall determine a pro rata Vesting of such Rights, based on the number of months elapsed from the commencement of the relevant Performance Assessment Period until the date of the Change of Control, relative to the total duration of that Period, and by reference to the actual achievement of the applicable Performance Targets to the extent that such achievement can be objectively determined as at that date.

For the purpose of calculating such pro rata Vesting, the relevant provisions of Article 12 of the Plan shall apply mutatis mutandis, particularly with respect to the calculation of completed months and the application of pro rata Vesting to Rights corresponding to the actual achievement of the relevant Performance Measures.

16.3.4. A Change of Control shall not, in itself, constitute a termination or cessation of the Beneficiary's employment or other contractual relationship. Where a Change of Control is accompanied by such termination or cessation, the relevant provisions of Article 12 of the Plan shall apply, subject to the specific provisions of this Article.

Article 17 – Responsibilities of the Nomination and Remuneration Committee

17.1. The Nomination and Remuneration Committee shall have an oversight and advisory role in relation to the implementation and operation of the Plan, within the scope of its responsibilities and without prejudice to the powers of the Board of Directors and other competent corporate bodies.

17.2. In particular, the Committee shall:

a) recommend to the Board of Directors the inclusion in the Plan, as Beneficiaries, of specific Executives or categories of Executive positions proposed to participate in the Plan,

b) recommend the Performance Targets for the financial year 2030 in accordance with Article 6,

c) assess the achievement of the Performance Targets on the basis of the criteria and calculation methodologies set out in the Plan and recommend to the Board of Directors the outcome of such assessment and the corresponding Vesting Percentage,

d) recommend the application of the mechanism for the reduction or cancellation of unvested Rights (Malus) in accordance with Article 13,

e) recommend the application of the mechanism for the recovery of benefits arising from the Grant of Shares Free of Charge (Clawback) in accordance with Article 14,

f) recommend the classification of Beneficiaries as Good Leavers or Bad Leavers, as well as the consequences arising from such classification, in accordance with Article 12,

g) recommend any actions and adjustments required in the event of a Change of Control, in accordance with Article 16 and

h) recommend to the Board of Directors any amendments to the Plan that it considers necessary or appropriate for the proper implementation and operation of the Plan, subject to the powers of the General Meeting and other competent corporate bodies.

17.3. The Committee shall exercise its responsibilities in accordance with the terms of the Plan, applicable law, and the principles of objectivity, transparency and equal treatment of Beneficiaries. Its recommendations shall not depart from the predetermined criteria, calculation methodologies and Vesting scales set out in the Plan.

Article 18 – Responsibilities of the Board of Directors

18.1. The Board of Directors shall be responsible for the administration and implementation of the Plan in accordance with its terms, the resolutions of the General Meeting and the applicable provisions of law.

18.2. In the exercise of its responsibilities, the Board of Directors shall, in particular:

a) determine, following a recommendation from the Nomination and Remuneration Committee, the inclusion in the Plan of specific Executives or categories of Executive positions as Beneficiaries,

b) determine, following a recommendation from the Committee, the Performance Targets for the financial year 2030, in accordance with paragraph 6.5,

c) determine, in accordance with Article 9, whether the Performance Targets have been achieved and establish the Vesting Percentage and the number of Rights that vest;

d) decide, following a recommendation from the Committee, on the application of the Malus and Clawback mechanisms in accordance with Articles 13 and 14,

e) decide, following a recommendation from the Committee, on the classification of Beneficiaries as Good Leavers or Bad Leavers, and on the consequences arising from such classification, in accordance with Article 12,

f) take the decisions and implement the actions contemplated by Article 15 concerning adjustments to the Plan resulting from extraordinary events and corporate actions,

g) take the decisions contemplated by Article 16 in the event of a Change of Control and

h) ensure the implementation of the resolutions of the General Meeting relating to the Grant of Shares Free of Charge to Beneficiaries in accordance with Article 10.

18.3. The Board of Directors shall exercise its powers in accordance with the Company's Remuneration Policy, where applicable, the resolutions of the General Meeting, the terms of the Plan, the applicable provisions of law and the principles of good corporate governance, taking into consideration the interests of the Company and the need to ensure equal treatment of Beneficiaries.

18.4. The Board of Directors shall have authority to decide upon any matter relating to the implementation of the Plan that is not expressly regulated therein, provided that any such decision is not inconsistent with the terms of the Plan, the resolutions of the General Meeting or the powers of any other corporate body.

Article 19 – Final and Transitional Provisions

19.1. Non-Implementation of the Fourth (4th) Series of the Previous Free Share Grant program

Upon the entry into force of this Plan, the Fourth Series of the Share Grant Plan approved by the Annual General Meeting of the Company's shareholders held on 16 June 2023, as amended by resolutions of the Annual General Meetings held on 21 June 2024 and 20 June 2025, shall not be implemented and no further Awards shall be made thereunder. Rights already awarded under previous Series of that plan shall continue to be governed by their respective terms and shall be taken into account for the purposes of the limit set out in Article 11.

19.2. Continuation of the Share Option Plan

The existing share option plan of the Company, approved by the Extraordinary General Meeting of the Company's shareholders held on 22 July 2021, shall remain in force solely in respect of share options already granted and not yet exercised. Such options shall continue to be governed by the terms of that plan and the resolutions of the competent corporate bodies pursuant to which it was established. No further share options shall be granted under that plan.

For the purposes of applying the aggregate limit set out in Article 11 of this Plan, Shares corresponding to share options already granted and not yet exercised under the aforementioned plan shall also be taken into account, in accordance with the provisions of Article 11.

19.3. No Creation of Employment or Other Contractual Rights

Participation in the Plan shall not create any right to the continuation or renewal of the Beneficiary's employment or other contractual relationship with the Company or any company within the Group, nor shall it restrict the right of the Company or the relevant Group company to terminate such relationship in accordance with its terms and applicable law.

19.4. Effective Date and First Performance Assessment Period

The Plan shall become effective on the date of its approval by the General Meeting of the Company's shareholders. For the first Award of Rights under the Plan, the relevant Performance Assessment Period shall commence on 1 January 2026 and shall comprise the financial years 2026, 2027 and 2028.

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The following matters should be noted in this respect:

Purpose and Alignment with Strategy

The Fourlis Group is implementing a multi-year transformation commencing in 2026, transitioning from a collection of individual retail businesses into a unified and scalable retail platform across Southeastern Europe.

The transformation comprises two phases:

- Foundation Phase (2026): implementation of a new operating model, shared services, a common data and systems architecture, and rationalization of underperforming activities.
- Integration Phase (2027–2029): integration of the supply chain, omnichannel operations, development of shared digital capabilities across all brands, and standardization of processes.

The recurring efficiency and growth benefits arising from the transformation are expected to become evident from 2027 onwards.

At its first Investor Day, held on 20 October 2026, the Group presented its strategic plan up to 2029. The plan provides for sales of €785–800 million and more than a doubling of operating profit by 2029, supported by disciplined capital allocation and free cash flow generation.

The benefits of a transformation of this nature materialise over an extended period. Accordingly, management incentives should be aligned with the same time horizon. The program has been designed to ensure that:

(a) a portion of executive remuneration is linked to multi-year financial performance and the creation of shareholder value;

(b) management is held accountable for profitable growth, cash flow generation and balance-sheet discipline throughout the transformation period;

(c) collaboration and alignment across the Group are strengthened, as required by the unified-platform operating model; and

(d) key executives and specialised capabilities, particularly in technology, supply chain and digital operations, are retained throughout a period of significant organisational change.

Peer Group

For the purposes of designing the Long-Term Incentive program (“LTIP”), the Company, with the support of an external remuneration adviser, used as its primary reference group international and European retail companies selected on the basis of common characteristics relating to their business models, retail-sector

operations, use of share-based incentive arrangements, and the availability of information regarding their remuneration and corporate governance practices.

The peer group includes companies such as adidas AG, B&M European Value Retail plc, Currys plc, Douglas AG, Dunelm Group plc, Frasers Group plc, H&M Hennes & Mauritz AB, HORNBACH Holding AG & Co. KGaA, Industria de Diseño Textil, S.A. (Inditex), JD Sports Fashion plc, Kingfisher plc, Marks and Spencer Group plc, NEXT plc, Pandora A/S, PUMA SE, Wickes Group plc and Zalando SE.

In addition to the primary European peer group, selected companies from the United States and Greece were also considered exclusively as additional reference points for the design of the LTIP and for understanding broader market trends. These companies included Best Buy, Dick's Sporting Goods, Walmart, Aegean Airlines, Metlen, OPAP and Titan.

The peer group was used for:

- benchmarking market LTIP practices;
- determining the proposed structure of the program;
- assessing fixed and variable remuneration levels;
- determining participation and opportunity levels;
- assessing vesting periods, payout mechanisms and corporate governance provisions; and
- selecting appropriate financial and non-financial performance measures.

The market analysis showed that:

- most companies use Performance Share Plans, or PSUs, as their principal long-term incentive vehicle;
- the most applied performance and vesting period is a three-year period with cliff vesting;
- financial performance measures constitute the predominant component of LTIP scorecards; and
- manycompanies also incorporate non-financial objectives relating to ESG, sustainability, human capital or strategic initiatives.

The analysis further demonstrated that Fourlis' proposed structure, comprising a three-year performance period, an emphasis on financial performance objectives and the use of Performance Shares, is aligned with prevailing European market practice.

Alignment of the CEO Compensation Structure with European Market Practices

In designing the proposed compensation structure for the Chief Executive Officer, the Company conducted a benchmarking analysis against a European peer group comprising retail and consumer sector companies. The market median was used as the primary reference point for both the fixed-to-variable pay mix and the balance between Short-Term Incentives (STI) and Long-Term Incentives (LTI).

The analysis indicated that the Company's existing compensation structure placed greater emphasis on fixed remuneration and less emphasis on long-term incentives compared to prevailing market practice. Specifically, within the European peer group, variable pay represents approximately 70% of total

compensation, compared to 59% under the Company's current structure, while the market median STI/LTI mix stands at 38% / 62%.

Through the introduction of the proposed Plan, the Company strengthens the linkage between remuneration and long-term performance and aligns the CEO's pay mix more closely with international market practices. In addition, a competitiveness assessment against the Greek market demonstrated that the CEO's overall compensation level remains below the median level of comparable Chief Executive Officers, with total at-target compensation amounting to approximately €851 thousand, compared to a market at-target median of more than €900 thousand.

Accordingly, the proposed Plan aims to enhance the structure of executive remuneration by aligning it with prevailing European governance standards and Greek market practices on performance-based compensation.

Beneficiaries

In accordance with the relevant terms of the program, Beneficiaries may include selected individuals who are employed by, or perform management duties for, the Company or other companies of the FOURLIS Group and fall within one of the following categories:

(a) the Executive Chair of the Company's Board of Directors;

(b) the Chief Executive Officer of the Company;

(c) the Executive Members of the Company's Board of Directors;

(d) senior executives of the companies of the FOURLIS Group; and

(e) executives or other employees holding selected critical positions within the Company or other companies of the FOURLIS Group, whose contribution is considered material to the implementation of the FOURLIS Group's strategy and the achievement of its business objectives. Such persons shall be selected by the Company's Board of Directors, following a recommendation by the Nomination and Remuneration Committee, taking into account, in particular, each person's position and responsibilities, level of accountability, and the FOURLIS Group's strategic plans and business objectives for the period from 2026 to 2030.

The range of the remuneration structure applicable to the executives of paragraphs (d) and (e) above, is presented in the table below. The table illustrates the relationship between fixed and variable remuneration, as well as the allocation of variable remuneration between long-term and short-term incentives.

More specifically, Variable Pay comprises the long-term incentive granted under this program ("Long-Term Incentive" or "LTI") and the short-term incentive ("Short-Term Incentive" or "STI"), which, within the FOURLIS Group, is linked to the achievement of objectives through the Management by Objectives ("MBO") Bonus.

Category	Fixed Pay	Variable Pay	LTI as % Variable Pay	MBO/STI as % Variable Pay	At Target LTI as % of Fixed Pay	Max LTI as % of Fixed Pay
Senior and other executives	54%-80%	20%-46%	20%-55%	45%-80%	11%-56%	

For the avoidance of doubt, the Group's management considers as **critical talent** those individuals who hold specialized roles and play a substantive role in implementing the Group's transformation and creating long-term value, particularly in the areas of technology, digital and omnichannel operations, supply chain, operational excellence and other strategically critical functions.

The participation of critical talent in the program is justified by the strategic importance of their respective roles and by the Group's talent-retention needs. In any event, critical talent represents a relatively small percentage of the total number of Beneficiaries.

Performance Measures, Weightings and Performance Targets

The Performance Measures, their respective weightings and the Performance Targets for the financial years from 2026 to 2029, as presented to the investment community at the 2026 Investor Day and applicable for the purposes of the program, are set out below.

A) First Series of the program (relating to the 2026-2028 performance period):

Category	Target	LTI weight	Description	Measure Calculation	Total		
					Min	Mid	Max
Financial Performance	**Adjusted EPS**	35%	Profit After Tax After minorities/Shares	Cumulative EPS for 3-year plan	0,88	1,11	1,33
	Adjusted Net Debt	35%	Net Debt excluding one-offs	Average Performance over 3 years	-139,0	-115,8	-92,6
	Total Financial	70%					
Strategic & Sustainability Performance	**NPS**	15%	Online & In-store **Group** NPS score	*Weight based on **projected customers** per year*	50,7	53,7	56,7
	Employee Engagement	5%	Employee Engagement Index	*Average of final available survey measurement*	65%	67%	69%
	Sustainability ESG	10%	**Scope-2** Market-based indirect gross GHG emissions (on-site renewable generation & certified green electricity)	*65% reduction in 2028 vs 2025*	5.293	4.411	3.529
	Total Strategic & Sustainability	30%					

B) Second Series of the program (relating to the 2027-2029 performance period):

Category	Target	LTI weight	Description	Measure Calculation	Total		
					Min	Mid	Max
Financial Performance	**Adjusted EPS**	35%	Profit After Tax After minorities/Shares	Cumulative EPS for 3-year plan	1,08	1,35	1,61
	Adjusted Net Debt	35%	Net Debt excluding one-offs	Average Performance over 3 years	-129,0	-107,5	-86,0
	Total Financial	70%					
Strategic & Sustainability Performance	**NPS**	15%	Online & In-store **Group** NPS score	*Weight based on **projected customers** per year*	52,3	55,3	58,3
	Employee Engagement	5%	Employee Engagement Index	*Average of final available survey measurement*	66,0%	68,0%	70,0%
	Sustainability ESG	10%	**Scope-2** Market-based indirect gross GHG emissions (on-site renewable generation & certified green electricity)	***80%** reduction in 2029 vs 2025*	3.025	2.521	2.016
	Total Strategic & Sustainability	30%					

The above Performance Targets shall not be amended during the term of the program.

It is noted that, specifically in respect of the Third Series, the relevant targets shall be determined by the Board of Directors at a meeting to be held during 2028, following a recommendation by the Committee, and shall be presented to the investment community in the context of the 2028 Investor Day.

Such targets shall be determined in accordance with the Performance Measures, weightings and methodology established under the program and shall not constitute an amendment to its structure or terms.

Analysis of the Key Performance Indicators – KPIs

Adjusted EPS (35%)

For Series I and Series II, the Target level of Adjusted EPS was determined by reference to the midpoint of the EBIT range presented at the Investor Day and the corresponding financial plan for the 2026–2030 period. The Min Threshold level was set at 20% below the Target EBIT level, while the Maximum level was set at 20% above the Target level, thereby establishing a symmetrical performance range around the approved business plan.

Adjusted Earnings per Share ("Adjusted EPS") shall be assessed on a cumulative basis over the entire 2026–2028 period and over the entire 2027–2029 period. Adjusted EPS is derived from the results of each financial year, and its cumulative assessment more accurately reflects the Group's sustainable performance over the relevant three-year period.

For calculation purposes, material exceptional or non-recurring items shall be excluded in accordance with the Group's accounting policies, so that the measure reflects the underlying operating performance of the Group.

It is noted that the same targets have been applied to the financial years that overlap between the two Series.

Adjusted Net Debt (35%)

The Target level of Adjusted Net Debt was determined by reference to the approved business plan and the Group's anticipated deleveraging trajectory over the 2026–2030 period.

The Min Threshold and Maximum levels were set at +-20% from Target, thereby establishing a symmetrical performance range around the approved business plan.

For the purposes of the program, the average of the three annual net debt measurements for the 2026-2028 and 2027-2029 period shall be used.

This methodology ensures that the assessment reflects sustained financial discipline and the Group's overall balance-sheet strength, while limiting the effect of temporary movements occurring at the end of an individual financial year.

It is noted that the same targets have been applied to the financial years that overlap between the two Series.

Group NPS (15%)

The Group NPS measure is calculated in accordance with an internationally recognized methodology and covers the Group's principal retail concepts, namely IKEA, INTERSPORT and Foot Locker, across all countries in which they operate.

The overall Group NPS is calculated using a customer-weighted approach, to reflect the relative weight of each concept's customer volume and provide a representative view of the overall customer experience at Group level.

Performance shall be assessed by reference to the average result over the 2026–2028 period for Series I and the 2027–2029 period for Series II. This approach strengthens the alignment of the program with sustainable value creation and the long-term improvement of customer experience.

In determining the targets, consideration was given to the available historical data, the maturity of the measurement methodology for each concept, and the expected expansion of the scope of measurement during the relevant performance period.

For IKEA, the current measurement is primarily based on key online customer journeys, while the gradual incorporation of additional customer touchpoints is envisaged. Accordingly, the targets have been determined considering both existing performance levels and the anticipated stabilization of results as the coverage of the measure expands.

For INTERSPORT, the measurement already combines results from online and physical customer touchpoints, thereby providing a more comprehensive view of customer experience. The targets have been determined by reference to current performance levels and expectations for further improvement during the relevant performance period.

For Foot Locker, the current measurement is primarily based on the in-store customer experience. The further development of the store network and the gradual incorporation of additional measurement points have also been considered in setting the targets.

In view of the above, the targets have been calibrated so that achievement at Target level is considered realistic and attainable within the framework of the Group's business plan.

It is noted that the same targets have been applied to the financial years that overlap between the two Series.

Employee Engagement Index (5%)

The Employee Engagement Index is incorporated into the program as a strategically important performance measure, as it reflects the level of employee engagement, trust and participation in the implementation of the Group's strategy.

Successful implementation of the transformation, enhancement of organizational effectiveness and retention of critical talent require sustained high levels of employee engagement.

The targets have been determined by reference to the most recent results of the relevant employee survey and provide for gradual but meaningful improvement throughout the performance period, thereby rewarding the sustained strengthening of the Group's organizational culture.

Sustainability / ESG (10%)

The Sustainability measure is linked to the Group's strategic objective of progressively transitioning to renewable sources of electricity and reducing indirect greenhouse gas emissions classified as Scope 2 emissions.

The measure is based on market-based emissions arising from the consumption of electricity across the Group's operations and directly reflects progress towards the objective of fully transitioning to renewable electricity by 2030.

The targets have been determined by reference to a predefined decarbonization pathway and reward measurable and verifiable results, thereby ensuring that the program remains aligned with the Group's long-term sustainability strategy.

The base year is 2025, with total emissions of **12,602.81 tCO_2e**.

The Target level corresponds to:

- a 65% reduction in emissions by 2028 for Series I; and
- an 80% reduction in emissions by 2029 for Series II,

in each case compared with the base year and in accordance with the Group's transition plan towards electricity generated from renewable energy sources.

Achievement of the target shall be supported through:

- the generation of electricity from renewable energy sources;
- the procurement of certified green electricity; and
- the use of Guarantees of Origin ("GoOs").

It is noted that the Sustainability weighting has been reduced from 20% under the previous LTI to 10% under the proposed framework, reflecting the overall rebalancing of the scorecard from 50% Financial / 50% Non-Financial to 70% Financial / 30% Non-Financial. Sustainability remains part of the scorecard, while greater weight is placed on financial performance and other strategic priorities.

Timing of the Award under the First Series

The award under the First Series shall take place following approval of the program by the General Meeting. However, the relevant targets for all financial years covered by the Series, namely 2026–2028, have already been communicated to shareholders and the investment community in the context of the 2026 Investor Day. More specifically, these targets are based on the midpoint of the ranges publicly announced at the Investor Day held on 20 October 2026 and shall not be amended during the term of the program.

Performance under all Series shall be measured and assessed cumulatively over the entire applicable three-year period and not on an annual basis.

The award under the First Series shall take place at the end of 2026. This timing is not attributable to any delay in determining or disclosing the 2026 targets. The Company's 2026 budget and guidance were determined and communicated in accordance with its customary timetable. The 2026 budget was determined internally in April 2026, while the 2026 guidance was published at the Annual General Meeting held on 12 June 2026.

The timing of the award was affected by the preparation of the strategic plan through to 2029, which was presented at the Investor Day held in October 2026.

The Company considered it appropriate for its overall strategy and medium-term objectives to be finalised and publicly announced before the new program was designed. This ensured that management incentives could be linked to the Group's overall transformation plan, rather than to the objectives of a single financial year.

This approach has three principal outcomes:

- A unified framework: the strategy, medium-term objectives and management incentives are established together and operate in a complementary manner.
- Commitment to shareholders regarding target-setting: the financial targets correspond to those announced by the Company to the market at the Investor Day. They have not been determined retrospectively or by reference to results already known.
- Cumulative performance assessment: performance is measured and assessed cumulatively over the entire three-year period and not on an annual basis. The results of the 2026 financial year, viewed in isolation, shall not result in the vesting of any rights under the program and shall be considered solely as part of the assessment of the entire 2026–2028 performance period.

Reasons for Not Using Relative Total Shareholder Return ("Relative TSR")

Under the previous free-share award program, relative Total Shareholder Return ("relative TSR") had a weighting of 25%.

The Company's share performance, comprising the movement in its share price together with dividends, was compared with the average performance of a group of six listed European retail companies. The objective was for the Company's TSR to be at least equal to the average TSR of the peer group.

The peer group was established in 2025 using Refinitiv data. The selection criteria included sector relevance, covering furniture and homeware, sporting goods and general retail, comparability of business models, and geographical presence, with an emphasis on Europe.

The peer group comprised:

- Dunelm Group, United Kingdom, furniture and homeware;
- Maisons du Monde, France, furniture and homeware;
- Westwing, Germany, furniture and homeware;
- Jumbo, Greece, general retail;
- JD Sports Fashion, United Kingdom, sporting goods; and
- Frasers Group, United Kingdom, sporting goods.

In redesigning the program, the Company instructed its independent external remuneration adviser to assess whether the measure and the peer group remained appropriate.

The adviser performed an analysis of the correlation and volatility of the Company's shares in comparison with each member of the peer group over one-, two- and three-year periods. The analysis considered the following two factors:

- Correlation: the higher the correlation, the greater the extent to which the relevant companies are affected by the same external market factors. This is a key prerequisite if the measure is to isolate management's contribution to performance.
- Volatility: comparable levels of volatility help ensure that the relative ranking is not determined by materially different levels of share-price fluctuation.

The principal findings were as follows:

- Low correlation: for five of the six peer companies, the correlation was below 20% during most of the periods examined. Even the highest correlation, recorded in relation to Jumbo at approximately 26%–27%, was materially below the level generally considered appropriate, which is approximately 40%. The relevant shares are therefore influenced by different macroeconomic and sector-specific factors, with the result that the measure cannot reliably isolate management performance.
- Extreme volatility: one peer company exhibited volatility of approximately 70%–94%, compared with approximately 26%–27% for the Company. This increases the likelihood of extreme relative-ranking outcomes, in either direction, irrespective of the Company's own performance. This effect was also observed in practice: during the first half of 2025, the performance of one peer company, at −48%, had a significant effect on the peer-group average.

The Company also considered alternative approaches.

Greek stock-market indices, including the mid-cap index, comprise companies operating in materially different sectors, including banking, energy, industry and shipping. Consequently, a relative comparison based on such indices would reflect sectoral and macroeconomic factors rather than the Company's own performance.

A broader group of companies operating in the retail sector was also examined. However, the correlation identified was very limited and, consequently, insufficient to provide a meaningful and reliable basis for assessment.

In light of the above, the weighting previously assigned to relative TSR was reallocated to performance measures directly linked to the Group's strategy and management decisions.

Alignment with shareholders is nevertheless maintained because:

- awards shall be settled entirely in shares, meaning that the value ultimately delivered to Beneficiaries will directly follow the performance of the Company's share price;
- Adjusted EPS, with a weighting of 35%, is directly linked to value creation on a per-share basis; and
- Adjusted Net Debt, with a weighting of 35%, ensures that growth is not financed through excessive leverage.

Following approval of the proposed new Long-Term Incentive Program referred to above, in conjunction with the non-implementation of Series IV of the previous free-share award programme pursuant to the resolution proposed under item 2 of the agenda, the only program that shall remain in force in parallel with the new program shall be the Stock Option Plan approved and implemented pursuant to the resolution of the Extraordinary General Meeting held on 22 July 2021.

The aggregate number of stock options granted under the aforementioned Stock Option Plan that remain unexercised amounts to 572,500, representing, as of today the 1.11% of the Company's share capital. Exercise notices have been submitted in respect of 428,500 of these outstanding options, representing 0.82% of the Company's share capital. The corresponding exercise price is payable due by 15 December 2026. Following the exercise of those options, no more than 144,000 stock options will remain outstanding, representing 0.28% of the Company's current share capital.

In any event, the shares to be issued pursuant to the two aforementioned programs, together with the shares to be issued pursuant to any subsequent share award program or program providing for the grant of options to acquire shares in the Company, may not cumulatively exceed **five per cent (5%) of the Company's paid-up share capital**, as existing on the date on which the relevant program is approved by the General Meeting, excluding any treasury shares held by the Company from time to time.

Kifissia, on the 23th of November 2026
FOURLIS HOLDINGS S.A.
Department of Corporate Communications