

Resolution No. 1
of the Extraordinary General Meeting
of Pfeiderer Group S.A.
with its registered seat in Wrocław
dated 18 October 2017

*regarding the determination of the terms of the long-term incentive program for selected
members of the supervisory board of Pfeiderer Group S.A.*
*(the “**Resolution**”)*

Pursuant to Article 392 §1 of the Commercial Companies Code and Article 23 of the statute of Pfeiderer Group S.A. (the “**Company**”), the Extraordinary General Meeting of the Company resolves to determine the terms of the long-term incentive program for selected members of the supervisory board of the Company (the “**Supervisory Board**”), as follows:

1. THE LONG-TERM INCENTIVE PROGRAM

- 1.1 In recognition of the hitherto and future contribution, service and work for the Company’s development and increase of its value for the shareholders of Mr Zbigniew Prokopowicz, the chairman of the Supervisory Board, and Michael F. Keppel, the deputy chairman of the Supervisory Board (each referred to as the “**Manager**” and collectively as the “**Managers**”), the Meeting adopts these rules regarding the terms of the long-term incentive program for the Managers (the “**LTIP**”).
- 1.2 The detailed terms and conditions of the LTIP shall be determined in separate agreements, which shall be entered into between the Company and the respective Manager following the adoption of this resolution, substantially in the form attached to this resolution as Schedule [1.2] (the “**Agreement**”).
- 1.3 Adoption of this Resolution shall be without any prejudice to the remuneration granted to the members of the Supervisory Board of the Company pursuant to the terms of resolution No. 6 of the extraordinary general meeting of the Company dated 19 February 2016 on determination of the rules of remuneration of the members of the supervisory board of the Company, which was changed on 29 June 2016 pursuant to resolution No. 12 of the ordinary general meeting of the Company and the terms of payment of such remuneration provided therein.

2. DEFINITIONS

- 2.1 In this Resolution:

“**Agreement**” has the meaning assigned to it in Clause 1.2;

“**Bad Leaver**” means a Manager whose appointment with the Company has expired and is not a Good Leaver or who is associated with a Material Breach;

“**Broker**” means any financial institution, which renders brokerage services which will be appointed by the Company at its sole discretion;

“**Business Day**” means any day other than a Saturday or Sunday or other public holiday in Poland;

“**Call Option**” has the meaning assigned to it in Clause 3.1;

“**Call Option Exercise Notice**” has the meaning assigned to it in Clause 5.2;

“**Call Option Period**” has the meaning assigned to it in Clause 3.3;

“**Call Option Price**” has the meaning assigned to it in Clause 5.2;

“Call Option Shares” has the meaning assigned to it in Clause 3.1;

“Call Option Tranche” has the meaning assigned to it in Clause 3.2.6;

“Cash Alternative” has the meaning assigned to it in Clause 7.1;

“Company” means Pfleiderer Group S.A., a joint-stock company with its registered office in Wrocław and address at ul. Strzegomska 42AB, 53-611, Wrocław, entered into the Register of Business Entities of the National Court Register maintained by the District Court for Wrocław-Fabryczna, VI Commercial Division of the National Court Register, under number 0000011422;

“Competitive Business” means (i) holding shares in, or being employed by, or providing services to or holding any function under any contract (including employment or consultancy contract) or based on any other legal title or without legal title, directly or indirectly, in any entity which is a competitor of any entity in the Company’s capital group or pursuing any such activity, directly or indirectly, by the Manager as a sole trader or on similar basis, (ii) any other activity which is determined from time to time by the Supervisory Board of the Company, at its sole discretion, to constitute Competitive Business, or (iii) any other activities which the Manager cannot perform or undertake pursuant to the non-compete agreement concluded between the Manager and the Company or any company from its capital group, but relating to the Company. For the avoidance of doubt, the holding of up to 5% of the shares in companies listed on the regulated market, or any activity conducted with the consent of the Supervisory Board of the Company, which cannot be unreasonably withheld by the Supervisory Board of the Company, shall not, of itself, constitute Competitive Business; in case of any dispute as to whether a particular activity constitutes Competitive Business, the Supervisory Board of the Company shall decide as to the qualification of such activities;

“Defaulting Manager” has the meaning assigned to it in Clause 10.4;

“Disposal” and to **“Dispose”** mean the transfer of any right, the obligation to transfer any right, including the sale, establishment of the right of option in the case of Call Option Shares, or establishment of any Encumbrance over the Call Option Shares;

“Dividend Amount” means the sum of all dividends paid or declared to be paid by the Company in the period from the date of the adoption of this Resolution to the end of each Share Price Test Period divided by all the Shares;

“Exercise Price” means 30 PLN, which will be the price to be paid by the Manager per each Call Option Share in order to acquire the Call Option Shares upon the exercise of the Call Option;

“Exit Event” means the, direct or indirect, transfer by the Significant Shareholders, jointly, of such a number of the Shares which would result in decreasing their share in the overall number of votes at the general meeting of the shareholders of the Company below 10%, except in the event that one Significant Shareholder sells his shares to the other Significant Shareholder(s);

“Exit Price” means the price received by any of the Significant Shareholders as a result of the Exit Event; in the event that the Exit Event occurs as a result of series of transactions, the Exit Price shall be the weighted average of all such transactions;

“Expiry for Cause” means the dismissal of the Manager as a member of the Supervisory Board due to a material breach of his duties, including as a result of gross negligence, wilful misconduct, gross incompetence or dishonesty;

“Encumbrance” and to **“Encumber”** mean any mortgage, pledge, agreement or other contractual obligation resulting in the right to use the object of the Encumbrance, or a claim of a third party to the object of the Encumbrance which limits the Disposal or the

use of any rights pertaining to the object of the Encumbrance or making the Call Option Shares reference security for a derivative transaction, establishing any limited rights in rem or any other third party rights;

"LTIP Term" means the term of 5 (five) consecutive years from the date of the execution of the Agreement;

"Manager" has the meaning assigned to it in Clause 1.1;

"Managers Percentage" has the meaning assigned to it in Clause 3.1;

"Material Breach" means any of the following: (i) the appointment of the Manager as the member of the Supervisory Board Expires for Cause; (ii) a criminal offence, on the part of the Manager that pursuant to Art. 18 of the Polish Commercial Companies Code prevents such Manager from continuing to perform his duties; (iii) the Manager engaging in a Competitive Business at any time prior to a date falling one (1) year after his Retirement Date; (iv) the Manager directly or indirectly soliciting or canvassing an employee or consultant of any entity within the Company's capital group at any time prior to the date falling one (1) year after his Retirement Date; or (v) the Manager directly or indirectly soliciting business from, canvassing or interfering with any client of any entity within the Company's capital group at any time prior to a date falling one (1) year after his Retirement Date, provided such solicitation, canvassing or interference has a material detrimental effect to the business of the Company's capital group;

"Good Leaver" means a Manager, in the event that: (A) his appointment with the Company expires through (i) lapse of the term for which he was appointed as a member of the Supervisory Board and he was not elected for the next term of office for reasons other than Expiry for Cause; or occurrence of a Material Breach; (ii) dismissal from the Supervisory Board for reasons other than Expiry for Cause or occurrence of a Material Breach; (iii) death; or (iv) disability confirmed by a doctor due to which he is unable to perform his duties as a member of the Supervisory Board; and (B) he is bound by a non-compete arrangement with the Company or any company from its capital group, but relating to the Company, for a period not shorter than one (1) year following the end of his appointment with the Company, unless the Company decided, at its sole discretion, not execute such non-compete arrangement with the Manager;

"Permitted Disposal" has the meaning assigned to it in Clause 10.2;

"Retirement Date" means the date on which the Manager ceases to be a member of the Supervisory Board of the Company;

"Shares" means the shares existing in the share capital of the Company through the term of the Agreement and a **"Share"** means one such share;

"Significant Shareholders" means shareholders of the Company holding, individually or in aggregate in case of entities with respect to which their shareholding is aggregated pursuant to applicable securities regulations, as at the date of the adoption of this Resolution, at least 10% of the shares in the share capital of the Company and the corresponding number of votes at the general meeting of the shareholders of the Company, and their subsidiaries, affiliates, or funds, as the case may be;

"Share Price Test Period" means a period of 70 (seventy) consecutive trading days at the Warsaw Stock Exchange (*Giełda Papierów Wartościowych w Warszawie S.A.*) through the whole LTIP Term starting on 1 June 2017;

"Tax" and **"Taxation"** mean any form of taxation, duty or charge, of whatever nature (including any related fine, penalty, surcharge or interest) imposed by a Tax Authority,

including but not limited to income tax, capital gains tax, corporate tax, value added tax, stamp duty and customs duty;

"Tax Authority" means any local or governmental tax authority of any kind;

"Tested Share Price" means (i) the arithmetic average of the market price of the Shares established on the basis of the daily volume-weighted average prices at the end of the Share Price Test Period to be calculated by the Advisor according to Clause 4 increased by the Dividend Amount, or (ii) the Exit Price, if available to the Company;

"Tested Share Price Calculation" has the meaning assigned to it in Clause 4.4;

"Tested Share Price Notice" has the meaning assigned to it in Clause 4.3;

"Tested Share Price Rejection Notice" has the meaning assigned to it in Clause 4.4;

"Total Exercise Price" means the Exercise Price multiplied by all the Call Option Shares to the acquisition of which the Manager is entitled pursuant to Clause 3.1;

"Tranche 1 Call Option" has the meaning assigned to it in Clause 3.2.1;

"Tranche 2 Call Option" has the meaning assigned to it in Clause 3.2.2;

"Tranche 3 Call Option" has the meaning assigned to it in Clause 3.2.3;

"Tranche 4 Call Option" has the meaning assigned to it in Clause 3.2.4;

"Tranche 5 Call Option" has the meaning assigned to it in Clause 3.2.5;

"Tranche 6 Call Option" has the meaning assigned to it in Clause 3.2.6; and

"Advisor" means Trigon Dom Maklerski S.A. with its registered office in Kraków, at ul. Mogilska 65, 31-545 Kraków or any other financial institution, which renders brokerage services which will be appointed by the Company at its sole discretion.

- 2.2 Each time this Resolution refers to a Manager, his rights or obligations, such reference is always made individually to a given Manager (i.e. Mr Zbigniew Prokopowicz or Mr Michael F. Keppel). For the avoidance of doubt, the Managers are individually responsible for any actions or omissions referred to in this Resolution and neither of these Managers will never benefit or bear any consequence of the actions or omissions of the other Manager.

3. OPTION TO ACQUIRE THE CALL OPTION SHARES

- 3.1 Subject to the remaining provisions of this Resolution, in exchange for the payment of the Total Exercise Price, the Company grants to the Managers an option to acquire up to:

3.1.1 [283,067] ([two hundred eighty-three thousand, sixty-seven]) existing ordinary bearer shares with a nominal value of PLN 0.33 (thirty-three groszy) each, constituting 0.4375% – with respect to Mr Zbigniew Prokopowicz; and

3.1.2 [141,533] ([one hundred forty-one thousand, five hundred thirty-three]) existing ordinary bearer shares with a nominal value of PLN 0.33 (thirty-three groszy) each, constituting 0.21875% – with respect to Mr Michael F. Keppel;

(the **"Managers Percentage"**) of the shares in the total share capital of the Company (collectively, the **"Call Option Shares"**) on the terms and conditions set forth herein (the **"Call Option"**). For this purpose, and subject to the remaining provisions of this Resolution, the Company hereby makes to each of the Managers an irrevocable offer, within the meaning of Article 66 and subsequent provisions of the Civil Code, to sell the Call Option Shares to the Managers for the Total Exercise Price free from any Encumbrances.

- 3.2 Subject to Clause 8, as long as the Manager remains a member of the Supervisory Board or has ceased to be a member of the Supervisory Board, but is a Good Leaver, the Call Option shall be vested (i.e. the Manager will have the right to partially exercise the Call Option with respect to such number of Call Option Shares as provided below) in the following manner:
- 3.2.1 [14,153] Call Option Shares – with respect to Mr Zbigniew Prokopowicz and [7,077] Call Option Shares – with respect to Mr Michael F. Keppel (in each case 5% of the Call Option Shares to which the Manager is entitled) will be vested, if the Tested Share Price of the Shares equals at least 40.00 PLN (the **“Tranche 1 Call Option”**);
 - 3.2.2 [14,153] Call Option Shares – with respect to Mr Zbigniew Prokopowicz and [7,077] Call Option Shares – with respect to Mr Michael F. Keppel (in each case 5% of the Call Option Shares to which the Manager is entitled) will be vested, if the Tested Share Price of the Shares equals at least 47.00 PLN (the **“Tranche 2 Call Option”**);
 - 3.2.3 [21,230] Call Option Shares – with respect to Mr Zbigniew Prokopowicz and [10,615] Call Option Shares – with respect to Mr Michael F. Keppel (in each case 7.5% of the Call Option Shares to which the Manager is entitled) will be vested, if the Tested Share Price of the Shares equals at least 55.00 PLN (the **“Tranche 3 Call Option”**);
 - 3.2.4 [28,307] Call Option Shares – with respect to Mr Zbigniew Prokopowicz and [14,153] Call Option Shares – with respect to Mr Michael F. Keppel (in each case 10% of the Call Option Shares to which the Manager is entitled) will be vested, if the Tested Share Price of the Shares equals at least 63.00 PLN (the **“Tranche 4 Call Option”**);
 - 3.2.5 [63,690] Call Option Shares – with respect to Mr Zbigniew Prokopowicz and [31,845] Call Option Shares – with respect to Mr Michael F. Keppel (in each case 22.5% of the Call Option Shares to which the Manager is entitled) will be vested, if the Tested Share Price of the Shares equals at least 70.00 PLN (the **“Tranche 5 Call Option”**); and
 - 3.2.6 [141,534] Call Option Shares – with respect to Mr Zbigniew Prokopowicz and [70,767] Call Option Shares – with respect to Mr Michael F. Keppel (in each case 50% of the Call Option Shares to which the Manager is entitled) will be vested, if the Tested Share Price of the Shares equals at least 80.00 PLN (the **“Tranche 6 Call Option”** – collectively with the Tranche 1-5 Call Options the **“Call Option Tranches”** and individually a **“Call Option Tranche”**).
- 3.3 Once a Call Option Tranche is vested according to Clause 3.2 and as long as the Manager remains a member of the Supervisory Board or has ceased to be a member of the Supervisory Board but is a Good Leaver, the Manager shall have the right to exercise each Call Option Tranche and acquire the respective number of the Call Option Shares, according to the procedure set forth in Clause 5 within three (3) years from the date he receives the Tested Share Price Notice (the **“Call Option Period”**). For the avoidance of doubt, if within the period referred to in the preceding sentence, the Manager does not exercise the respective Call Option Tranche, he will irrevocably lose the right to acquire the Call Option Shares arising out of the respective Call Option Tranche without the right to any compensation.
- 3.4 The Call Option is not transferable, thus it may not be Disposed of, Encumbered or otherwise transferred by the Manager, except for:
- 3.4.1 to an entity directly or indirectly wholly owned by the Manager, provided that such entity adheres to the Agreement in accordance with the form attached to the Agreement as Schedule [2.4.1]; or

3.4.2 inheritance.

- 3.5 Notwithstanding what is provided in Clause 3.4.2, in order to acquire the rights arising out of this Resolution and the Agreement, the heirs of the Manager must present to the Company an official document confirming the inheritance from the Manager, in particular a court ruling or other official document, and execute the representation, substantially in the form of Schedule [2.5] to the Agreement, stating that they assume all the rights and obligations arising out of this Resolution and the Agreement.
- 3.6 For the avoidance of doubt, the Managers Percentage relates to the number of the shares in the share capital of the Company as of the date of this Resolution and shall not increase the number of the Call Option Shares to which the Manager is entitled to in case of the increase of the share capital of the Company. However, in case the structure of the share capital is changed without an increase or decrease of the share capital of the Company, in particular by way of a split of the Shares or changes in the nominal value of the Shares, the number of the Call Option Shares to which the Managers shall be entitled shall be recalculated by multiplying the Managers Percentage by the new number of Shares.

4. TESTED SHARE PRICE

- 4.1 The Advisor will be responsible for calculating the Tested Share Price.
- 4.2 During the entire LTIP Term, the Advisor will calculate the Tested Share Price on a regular basis. The Advisor shall regularly inform the Company about the Tested Share Price: (i) on the last Business Day of each week during the LTIP Term; or (ii) after the Tested Share Price reaches any of the price levels referred to in Clause 3.2, which would result in vesting of any of the Call Option Tranches, in which case the Advisor shall inform the Company within 1 (one) Business Day about such fact. The Company shall undertake all reasonably required actions in order to receive from any of the Significant Shareholders the information about the Exit Price, in which case it will pass such information to the Manager pursuant to Clause 4.3.
- 4.3 Following the receipt by the Company of the information from the Advisor referred to in Clause 4.2(ii), the Company shall inform the Manager about the fact that the Tested Share Price has reached the price level as a result of which the given Call Option Tranche has vested (the **"Tested Share Price Notice"**, substantially in the form of Schedule [3.3] to the Agreement). For the avoidance of doubt, if the Tested Share Price reaches a level as a result of which a given Call Option Tranche to which the Manager is entitled vests, all earlier, but not yet vested, Call Option Tranches will also vest (for example, if the Tested Share Price of the Shares equals at least 70.00 PLN, as a result of which Tranche 5 Call Option Shares vest, then Tranches 1-4 Call Option Shares will also vest).
- 4.4 If, in the opinion of the Manager, the Tested Share Price has been satisfied, but the Company did not deliver to the Manager the Tested Share Price Notice, the Manager shall provide the Company with a written calculation of the Tested Share Price confirming that the Tested Share Price has been met (the **"Tested Share Price Calculation"**). Within 5 (five) Business Days following the receipt of the Tested Share Price Calculation, the Company shall either: (i) provide the Manager with the Tested Share Price Notice; or (ii) inform the Manager in writing that, in the opinion of the Company, the Tested Share Price has not been met and there are no grounds to provide the Manager with the Tested Share Price Notice; together with such written notice, the Company shall provide the Manager with a calculation confirming that the Tested Share Price has not been met (the **"Tested Share Price Rejection Notice"**). The lack of delivery of the Tested Share Price Rejection Notice within the above-mentioned deadline will be treated as the Company's consent to the Tested Share Price Calculation and the Manager will be entitled to request that the Broker transfer to

the Manager the relevant portion of the Call Option Shares, following the payment by the Manager to the Company of the Exercise Price pursuant to Clause 6.

- 4.5 In the event that, during the LTIP Term, the Tested Share Price for any of the respective Call Option Tranche Shares has not been met and such Call Option Tranche Shares were not vested, the Manager shall irrevocably lose the right to acquire such Call Option Tranche Shares without the right to any compensation.

5. EXERCISE OF THE CALL OPTION

- 5.1 Following the receipt of the Tested Share Price Notice during the Call Option Period, the Manager shall have the right to exercise the respective Call Option Tranche on any Business Day within the Call Option Period.
- 5.2 To execute the Call Option the Manager shall serve the Company a written notice regarding the exercise of the respective Call Option Tranche (the “**Call Option Exercise Notice**”), substantially in the form of Schedule [4.2] to the Agreement, stating the total Exercise Price for all the Call Option Shares for which the Call Option will be exercised and the number of such Shares being the product of the Exercise Price and the number of the Call Option Shares subject to the Call Option Exercise Notice (the “**Call Option Price**”).
- 5.3 Without prejudice to Clause 6, the Manager shall pay the Call Option Price to the Company within 30 (thirty) days from the delivery of the Call Option Exercise Notice to the Company. As soon as practically possible from the date on which the Call Option Price is credited to the bank account of the Company, the respective Call Option Shares shall be transferred by the Broker to the securities account of the Manager. The settlement of the Call Option shall be conducted in accordance with Clause 9.

6. PAYMENT OF THE EXERCISE PRICE

- 6.1 Subject to Clause 6.2, the Exercise Price for the respective Call Option Shares shall be paid by the Manager in cash, including the cash provided by the Company to the Manager, on an arm's length basis, by way of a loan or otherwise, to the bank account of the Company indicated in the Tested Share Price Notice.
- 6.2 The Company and the Manager may separately agree to use a different method of payment of the Exercise Prices which shall require the prior consent of the Supervisory Board.

7. CASH ALTERNATIVE

- 7.1 Upon the receipt of the Call Option Exercise Notice, the Company, at its sole discretion, may elect not to deliver to the Manager the Call Option Shares subject to the Call Option Exercise Notice, but instead to satisfy its obligation arising out of this Resolution with cash (the “**Cash Alternative**”).
- 7.2 The Cash Alternative shall be calculated as the difference between the Exercise Price and the closing price of the Shares on the trading day at the Warsaw Stock Exchange on which the Company received the Call Option Exercise Notice multiplied by the Call Option Shares subject to the Call Option Exercise Notice.
- 7.3 In case the Company elects to settle its obligation to deliver the Call Option Shares to the Manager in the form of the Cash Alternative voluntarily or because of the fact that the Company does not have enough Shares to transfer to the Manager, the Company will be responsible for all Taxes related thereto, and fully indemnifies the Manager for any and all tax liabilities arising in connection with paying the Cash Alternative; however, only with respect to the amount which constitutes the difference between the tax liabilities due in relation to: (i) the settlement of the Call Option by way of delivering to the Manager the Call Option Shares; and (ii) the settlement of the Call Option by way of the Cash Alternative.

8. LEAVER PROVISIONS

8.1 In the event that the Manager is a Bad Leaver:

- 8.1.1 the Company's Supervisory Board will adopt a resolution stating that the Manager is or has become a Bad Leaver;
- 8.1.2 in the case of the Call Option Shares with respect to which the Tested Share Price has not been yet met – the right of the Manager to receive any further Call Option Shares, pursuant to Clause 3 and 5 will expire and the Manager will no longer be entitled to receive such shares from the Company and will not have the right to any compensation;
- 8.1.3 in the case of Call Option Shares with respect to which the Tested Share Price has been met, but the Manager has not yet made the decision to request from the Company the transfer thereof pursuant to Clause 5 – the right of the Manager to receive such Call Option Shares will expire and the Manager will no longer be entitled to receive such shares from the Company and will not have the right to any compensation; and
- 8.1.4 the Manager shall be required to repay to the Company, within 30 (thirty) days from the earlier of (i) the date on which the resolution referred to in Clause 8.1.1 is adopted or (ii) occurrence of a Material Breach with respect to the Manager, in cash an amount equal to the difference between the Tested Share Price for each respective exercised Call Option Tranche and the Exercise Price multiplied by the number of Call Option Shares which the Manager has acquired before the adoption of the resolution referred to in Clause 8.1.1 or occurrence of a Material Breach with respect to the Manager, less any Taxes paid or to be paid by the Manager in relation to the acquisition of the Call Option Shares.

8.2 In the event that the Manager is a Good Leaver:

- 8.2.1 the Manager shall have the full rights to the Call Option Shares which he has acquired in exercise of any of the Call Option Tranches;
- 8.2.2 the Manager shall retain his right to acquire the Call Option Shares with respect to which the Tested Share Price has been met and were vested, but the Manager has not yet made the decision to exercise any of the Call Option Tranches; and
- 8.2.3 the right of the Manager to receive the Call Option Shares, other than those referred to in Clause 8.2.2, will expire, and the Manager will no longer be entitled to receive such shares from the Company without any compensation.

8.3 In case the Manager disagrees with the fact that he has been determined to be a Bad Leaver by the Supervisory Board and any dispute related therewith arises, the Company shall not be obliged to transfer the Call Option Shares to the Manager pursuant to the terms of this Resolution, until such dispute is finally settled between the Manager and the Company.

8.4 In the event that the Manager can be deemed to be a Bad Leaver by operation of this Resolution, the Supervisory Board may, at its sole discretion, at any time adopt a resolution stating that such Manager is nevertheless a Good Leaver.

9. SETTLEMENT OF THE CALL OPTION

9.1 The settlement of the Call Option shall be carried out in cooperation by the Broker and the broker appointed by the Manager at his sole discretion (collectively the "**Brokers**") based on the Call Option Exercise Notice by means of the transfer of the respective Shares to the Manager outside of the regulated market (*transakcja poza rynkiem*

regulowanym) on the basis of settlement instructions or in another way, if so agreed between the Brokers, the Manager and the Company.

- 9.2 The Company and the Manager shall take any and all reasonable actions as are necessary from time to time to facilitate the exercise of the Call Option and to effect the transfer of the respective Shares in accordance with this Resolution and the Agreement, in particular, submitting an appropriate order and/or other necessary transaction documents to purchase such number of Shares as is indicated in the relevant Call Option Exercise Notice.
- 9.3 The Company with respect to the Call Option undertake to grant the Broker an irrevocable power of attorney to take any and all actions of a legal or factual nature necessary (including submitting dispositions and brokerage orders) for the exercise of the respective Option in order to register the respective Shares at the brokerage account of either the Company or the Manager. The Broker will be able to grant further powers of attorney to its employees.

10. LOCK-UP

- 10.1 Subject to Clause 10.2, the Manager shall not be entitled to Dispose of or Encumber any of the Call Option Shares until the lapse of the LTIP Term.
- 10.2 The lock-up obligation referred to in Clause 10.1 above shall not apply to the Disposal of or the Encumbrance of the Call Option Shares:
 - 10.2.1 to the extent required to fund the Exercise Price of the respective Call Option Tranche after it vests and/or any Taxes arising from the acquisition of the Call Option Shares, including the establishment of a pledge or a similar collateral over the respective Call Option Shares for the purpose of providing financing in order to cover the Exercise Price;
 - 10.2.2 to an entity directly or indirectly wholly owned by the Manager, provided that such entity adheres to the Agreement in accordance with the form attached to the Agreement as Schedule [2.4.1];
 - 10.2.3 made pursuant to Clause 11; or
 - 10.2.4 as a result of the occurrence of the Exit Event (however, only, following the receipt by the Company of a relevant notice informing about the change in the Company's shareholding made pursuant to the applicable securities regulations);(collectively referred to as the "**Permitted Disposal**")
- 10.3 The Manager shall inform the Company in writing within two (2) Business Days about any Permitted Disposal made in accordance with Clauses 10.2.1-10.2.4. The written notice sent to the Company must, at a minimum, indicate: (i) the number of the Call Option Shares which were subject to the Permitted Disposal; (ii) the remaining Call Option Shares which are directly held by the Manager; (iii) the entity to which the Call Option Shares have been Disposed of or Encumbered; and (iv) a brief description of the Permitted Disposal.
- 10.4 In the event of the Manager's non-performance or improper performance of his obligations under this Clause 10, the Company, after previously delivering to the Manager a written request to properly perform his obligations under this Clause 10 within an additional period of five (5) Business Days, is, in its sole discretion, entitled to terminate the Agreement with respect to the Manager with immediate effect by service of a termination notice to the Manager (the "**Defaulting Manager**"). In this case: (i) the Company and the Manager agree that the Defaulting Manager shall cease to have any rights set forth in this Resolution, including the right to acquire any Call Option Shares or the cash equivalent thereof, which have not been acquired by the date of delivery of

the termination notice to the Defaulting Manager; and (ii) the Defaulting Manager shall be obliged to pay a contractual penalty to the Company in an amount equal to the aggregate Exercise Price paid for all the Call Option Shares by the date of delivery of the termination notice to the Defaulting Manager in accordance with Clause 12.1.2.

11. SALE OF THE SHARES BY THE SIGNIFICANT SHAREHOLDERS

- 11.1 In the event that the Manager learns that any of the Significant Shareholders has sold any of the Shares, he shall be entitled to Dispose of his Call Option Shares pro rata to the number of the Shares sold by the respective Significant Shareholder or the average number of the Shares in case more than one Significant Shareholder sells its Shares (i.e. if any of the Significant Shareholders sells 5% of the Shares held by such shareholder, the Manager shall be entitled to Dispose up to 5% of the Call Option Shares held by a Manager).
- 11.2 The Company shall undertake all reasonably required actions in order to inform the Manager about any sale of the Shares by the Significant Shareholders.

12. TERMINATION

- 12.1 The rights and obligations arising out of this Resolution shall remain in effect until the lapse of the later of: (i) the last Call Option Period; or (ii) LTIP Term, unless the Agreement is terminated:
- 12.1.1 by the written consent of all of the parties thereto; or
- 12.1.2 by the Company pursuant to Clause 10.4.

13. TAXES

Subject to Clause 7.3, the Manager will be responsible for all Taxes attributable to any benefits received under this Resolution, and fully indemnifies the Company for any and all tax liabilities arising in connection with such payments.

14. GENERAL

Neither the Company nor the Manager may assign any of its rights or obligations hereunder without the consent of the Company or the Manager, respectively, unless otherwise provided in this Resolution.

15. EFFECTIVENESS

The resolution comes into effect upon its adoption.

SCHEDULE 1.2
Form of the Agreement

**Justification to the draft Resolution No. 1
of the Extraordinary General Meeting
of Pfeiderer Group S.A.
with its registered seat in Wrocław
dated 18 October 2017**

*regarding the determination of the terms of the long-term incentive program for selected
members of the supervisory board of Pfeiderer Group S.A.
(the “**Resolution**”)*

The Resolution is justified by highly motivating character of the incentive program based on the value of the shares of the Company. Implementation of the long-term incentive program for the selected members of the supervisory board of the Company (the “**LTIP**”) will allow to further support the mechanisms of building a long-term value of the Company. By direct linkage of the compensation with share price performance, the LTIP will provide further motivation to build long-term value of the Company for shareholders.