

2026+ REMUNERATION SYSTEM

New Era of Intelligence



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2026+ Remuneration System for the Executive Board members of Nemetschek SE

1. Principles of the remuneration system

1.1 Background and purpose of the 2026+ remuneration system

The remuneration system for the Executive Board members of Nemetschek SE ("**Company**") is fundamentally aimed at appropriately remunerating the members of the Executive Board in line with their respective tasks and performance, taking into account the success of the Company. It also aims to promote the sustainable and long-term development of the Company.

The remuneration system for the members of the Company's Executive Board was last submitted to the Annual General Meeting for approval on May 12, 2022, under agenda item 10 ("**2022 Remuneration System**").

The Supervisory Board reviewed the 2022 remuneration system as scheduled, taking into account the Company's strategic objectives and, in particular, its competitiveness in the highly innovative and dynamic technology industry. The 2022 remuneration system has proven itself in principle, which is why no fundamental adjustments were necessary. On March 13, 2026, the Supervisory Board therefore approved the present remuneration system for the members of the Company's Executive Board ("**2026+ Remuneration System**"), which is essentially based on the 2022 remuneration system and further develops it in specific areas. The 2026+ remuneration system applies retroactively to January 1, 2026, for all current members of the Executive Board and will also be applied to new employment contracts for members of the Executive Board. The 2026+ remuneration system differs from the previous 2022 remuneration system in the following key respects:

In order to remain competitive nationally and internationally in the future and to be able to attract and retain highly qualified executives, the caps on individual variable remuneration components were adjusted and the maximum remuneration increased:

- » The LTIP cap was increased from EUR 3.0 million to EUR 4.0 million for the Executive Board Chairperson and from EUR 2.0 million to EUR 3.0 million for other regular Executive Board members.
- » In future, SAR will be subject exclusively to a relative payment cap of 100% of the respective issue price per SAR.
- » The maximum remuneration was increased from EUR 9.5 million to EUR 14.5 million for the Executive Board Chairperson and from EUR 5.0 million to EUR 8.0 million for other regular Executive Board members.

In addition, the remuneration structure now also shows the relative share of the SAR plan in the target total remuneration. The peer group for the horizontal review of the respective amount and structure of remuneration was adjusted. The possibility was created to appropriately reward outstanding and exceptional performance and achievements with future-oriented special remuneration. In addition, further provisions have been added for the remuneration of Executive Board members whose place of work or center of life is abroad.

With their focus on technology and innovation and continuous exchange with scientific institutions, the Company and its subsidiaries ("**Nemetschek Group**") strive to expand their market position in a highly competitive environment. In addition, the Company is continuously internationalizing its business. The Supervisory Board continues to see growth potential for the Nemetschek Group and therefore intends to continue to create effective incentives for Executive Board members that also enable them to participate appropriately in the successful exploitation of this growth potential. Against this background, the remuneration system for Executive Board members promotes the successful implementation of the corporate strategy and the long-term development of the Company, while at the same time focusing on long-term value creation for shareholders.

1.2 Process for determining and reviewing the remuneration system

The Supervisory Board is responsible for determining and reviewing the remuneration system for Executive Board members. In the event of significant changes, but at least every four years, the remuneration system is resubmitted to the Annual General Meeting for approval.

The rules of procedure of the Supervisory Board set out guidelines for avoiding conflicts of interest, which must also be taken into account when determining, implementing, or reviewing Executive Board remuneration. Any conflicts of interest involving individual Supervisory Board members must be disclosed to the Supervisory Board. The Supervisory Board will provide information on any conflicts of interest that have arisen and how they have been handled in its report to the Annual General Meeting.

1.3 General principles for assessing the remuneration of the Executive Board

The remuneration system for the members of the Company's Executive Board makes a significant contribution to promoting the long-term corporate strategy of the Nemetschek Group. The Executive Board is tasked with leading the Nemetschek Group to continuous success in an economic environment currently char-

acterized by major changes and uncertainties. This must be rewarded with performance-related and competitive remuneration. At the same time, remuneration should create incentives for long-term successful and sustainable corporate development. The following principles apply:

- » The remuneration system comprises both performance-related parameters and parameters linked to the Company's success. These parameters are in an appropriate relationship to each other.
- » The performance-related remuneration components are dependent on the short-term and long-term development of the Company. The Supervisory Board believes that linking remuneration to corporate results, which reflect the overall value of the Company, is a suitable means of ensuring that the work of the Executive Board is committed and successful in the long term. The inclusion of ESG target criteria is also intended to reward success in the area of sustainability. In addition, individual targets with specific strategic guidelines are set for each member of the Executive Board.
- » The Stock Appreciation Rights Plan, as part of the long-term variable remuneration, provides incentives for long-term growth in the Company's value by linking it to the Company's share price and having a term of several years.

This also aligns the long-term interests of the Company's shareholders with those of the Executive Board.

- » In drawing up the remuneration system, the Supervisory Board takes particular account of the size, economic situation, success, and growth potential of the Company.
- » When determining the target total remuneration of the individual Executive Board member, care is taken to ensure that it is in reasonable proportion to the tasks and performance of the respective Executive Board member. Special achievements of an Executive Board member should be rewarded appropriately, whereas missed targets result in a reduction of the remuneration.
- » For an Executive Board member who is based abroad due to a corresponding decision by the Supervisory Board, a higher target total remuneration may be set if the remuneration level at the member's place of work (e.g., in the USA) is higher than in Germany. In this case, the appropriateness of the Executive Board remuneration can be determined more on the basis of a horizontal peer group of companies in the country of the Executive Board member's place of work. The Supervisory Board will make separate reference to this when disclosing the peer group in the remuneration report.

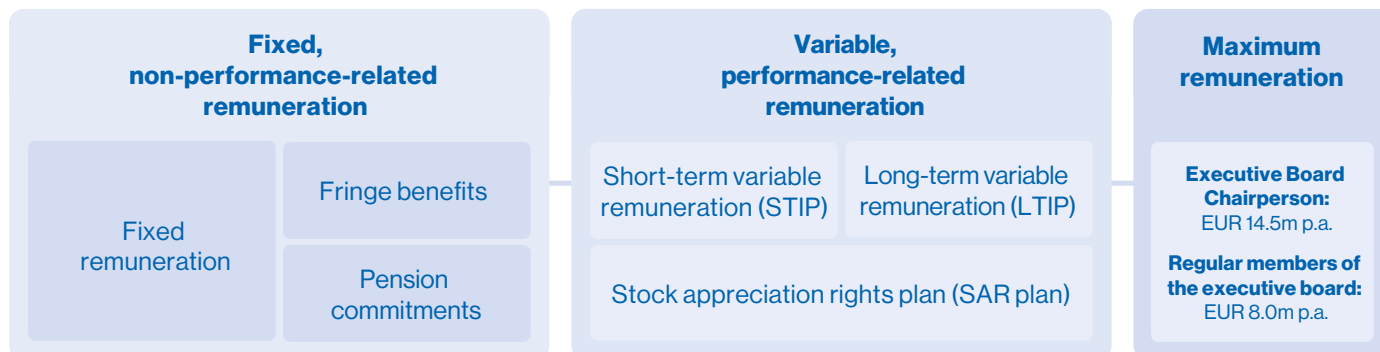
2. Determination of the specific target total remuneration (structure and amount)

In accordance with Section 87 (1) of the German Stock Corporation Act (AktG), the Supervisory Board determines the total remuneration for each individual Executive Board member and attaches great importance to ensuring that the Executive Board as a whole is remunerated appropriately.

In this context, the Supervisory Board generally uses horizontal benchmarks. The companies IONOS Group SE, Deutsche Telekom AG, SAP SE, and TeamViewer AG, which are comparable in terms of size, revenues, number of employees, market capitalization, and industry sector with regard to one or more of the above criteria, are used as horizontal benchmarks for determining remuneration levels. This comparison ensures that the remuneration of the members of the Executive Board adequately reflects the market position of the Company and remains competitive.

At the Company level, the Supervisory Board does not take into account the remuneration level of senior managers and the workforce as a whole. As a holding company, the Company does not offer any appropriate standards of comparison for either upper management circles or the staff as a whole. Nevertheless, when making actual remuneration decisions, the Supervisory Board takes into account the remuneration of the managing directors of the most important product organizations.

2.1 Remuneration structure



The remuneration of the Executive Board members consists of fixed, non-performance-related and variable, performance-related components, the sum of which determines the target total remuneration of an Executive Board member.

The fixed, non-performance-related remuneration comprises the fixed remuneration and fringe benefits. The performance-related remuneration comprises a short-term variable remuneration component (*Short Term Incentive Plan*, “**STIP**”) and two long-term variable remuneration components. The first long-term variable remuneration component is a bonus plan with a three-year term (*Long Term Incentive Plan*, “**LTIP**”). The second long-term variable remuneration component is a *Stock Appreciation Rights Plan* (“**SAR plan**”) for Executive Board members, on the basis of which the Supervisory Board can allocate *Stock Appreciation Rights* (“**SAR**”) to Executive Board members.

The target total remuneration, excluding fringe benefits and any pension payments, is composed as follows for the individual Executive Board members:

- » Fixed remuneration: 5 – 30%
- » STIP (at 100% target achievement): 5 – 35%
- » LTIP (at 100% target achievement): 10 – 55%
- » SAR plan (target amount p.a.): 0 – 75%

In accordance with the requirements of the German Stock Corporation Act (AktG) and the recommendations of the German Corporate Governance Code (DCGK), the long-term variable remuneration components exceed the portion of the target total remuneration that results from short-term targets. This places the focus on the sustainable successful development of the Company, while also taking into account the short-term development of the operating business. In financial years in which a member of the Executive Board is not allocated any SAR, the relative proportions of the other remuneration components in the target total remuneration increase accordingly.

In addition to the above remuneration components, the Supervisory Board may grant the Executive Board members special

future-related remuneration linked to outstanding and exceptional performance or achievements by the Executive Board member, which brings future-related benefits to the Company and, in the opinion of the Supervisory Board, is in the interests of the Company. Since such future-related special remuneration is not part of the target total remuneration in every financial year, it is excluded when stating the relative shares of the target total remuneration.

Remuneration received by individual Executive Board members directly from a subsidiary for management activities performed at the level of the subsidiary and that is not counted toward the remuneration as an Executive Board member of the Company is fully taken into account when determining the amount of the total target remuneration.

The total remuneration actually granted for a financial year depends on the respective degree of target achievement for the variable remuneration components STIP and LTIP and on the actual increase in value of the Company’s shares for SAR. The total remuneration actually granted and the actual relative shares of the individual remuneration components in this are disclosed in the remuneration report.

2.2 Maximum remuneration and other limitations on variable remuneration components (caps)

In accordance with Section 87a (1) sentence 2 no. 1 AktG and the recommendations of the DCGK, the total remuneration of an Executive Board member is limited (“**maximum remuneration**”). The maximum remuneration per financial year is:

- » EUR 14.5 million (gross) for the Executive Board Chairperson
- » EUR 8.0 million (gross) for other regular Executive Board members

The maximum remuneration determined in this way includes all remuneration components that have been promised for a specific financial year, even if they are not payable until later. The determined maximum remuneration is therefore independent of the actual monetary inflow in the remuneration year. The maximum remuneration in this sense includes fixed remuneration and all other fringe benefits and pension commitments, payments from

the STIP, payments from the LTIP, payments from the exercise of SAR, any future-related special remuneration, and any remuneration paid to the Executive Board member for management activities at subsidiaries of the Company.

The payment amount from an LTIP tranche is allocated in full to the maximum remuneration for the financial year in which the respective LTIP tranche was allocated. The payment amount from SAR is allocated to the maximum remuneration in the financial year in which the relevant SAR could be exercised for the first time. Any pension commitments are included in the calculation of the maximum remuneration together with the service cost incurred in a financial year.

If an Executive Board member is based abroad and the remuneration level there is higher than in Germany (e.g., in the US), the Supervisory Board may set a maximum remuneration of up to 130% of the relevant above value.

In addition, payments for the three performance-related, variable remuneration components are capped as follows:

- » STIP cap: Payments from the STIP are limited to 150% of the individual target amount.
- » LTIP cap: The LTIP payment amount is limited to EUR 4.0 million (gross) for the Executive Board Chairperson and EUR 3.0 million (gross) for other regular Executive Board members.
- » SAR cap: Payments from the SAR are limited to 100% of the respective issue price per SAR, i.e., the increase in value per SAR that is paid out corresponds to a maximum of the specified issue price per SAR.

3. Components of the Executive Board remuneration in detail

3.1 Non-performance-related remuneration

The non-performance-related remuneration generally comprises a fixed remuneration and customary fringe benefits and, in the case of new members of the Executive Board, may also include the assumption of pension commitments and/or pension contracts from previous employment relationships.

3.1.1 Fixed remuneration

Every member of the Executive Board receives a fixed remuneration. The fixed remuneration is generally paid out at the end of each calendar month in twelve equal monthly installments. The amount of the fixed remuneration reflects the respective role on the Executive Board, experience, area of responsibility, and market conditions.

3.1.2 Fringe benefits

The fixed remuneration is supplemented by contractually assured customary fringe benefits. These particularly include the provision of a company car that can also be used for private use as well as subsidies for health insurance and long-term care insurance. The Executive Board members are included in the financial loss liability insurance (D&O insurance) taken out by the Company.

The Supervisory Board may grant new Executive Board members further fringe benefits for a limited period of time in order to offset the costs of moving to the Company (e.g., relocation costs, temporary assumption of costs for suitable hotel accommodation in Munich, and regular flights home).

3.1.3 Pension commitments, retirement and early retirement schemes

The remuneration system does not include pension commitments or retirement and early retirement schemes. However, the Supervisory Board may resolve to take over and continue pension commitments and/or pension agreements from former employment relationships for new Executive Board members.

3.2 Performance-related remuneration

Performance-related variable remuneration consists of a short-term remuneration component, the STIP, and two long-term remuneration components, the LTIP and the SAR plan. In individual cases, it may be supplemented by a future-related special remuneration.

The business strategy of the Nemetschek Group comprises short-term and long-term goals. The variable remuneration therefore sets incentives for the Executive Board to achieve operational targets in both the short term and long term. For all variable remuneration components, the main aspects considered when measuring performance are success orientation and sustainability. The Executive Board is required to act in the interests of both the shareholders and the broader stakeholders. The STIP and LTIP are based primarily on the economic development of the Nemetschek Group. Growth-related parameters in particular are a good indicator of a successful Executive Board strategy. However, the variable remuneration also takes into account the performance of the Executive Board members in the divisions for which they are responsible. Payments from the SAR plan depend on the Company's share price performance. As share-based remuneration, the SAR plan contributes to the alignment of interests between the Executive Board and the shareholders. The three variable remuneration components differ according to performance period and performance criteria in order to comprehensively reflect the Company's success in the remuneration of the Executive Board.

The variable remuneration components are structured in such a way that the amount paid out can fall to zero on the one hand and is limited to maximum amounts (caps) on the other.

3.2.1 Short-term variable remuneration: Short Term Incentive Plan (STIP)



As a short-term variable remuneration component, the Executive Board members are granted a performance-related bonus for a financial year. The amount of the bonus to be paid depends on the Nemetschek Group achieving certain revenue and earnings targets in the financial year and on certain individual performances by the members of the Executive Board in their divisions.

An individual target amount is fixed for each Executive Board member at 100% target achievement. For the Executive Board members, the following performance criteria play a role in measuring the target achievement, which are weighted differently depending on the tasks and areas of responsibility of the Executive Board members:

- » The annual revenue of the Nemetschek Group and/or the division of the respective Executive Board member and/or a subsidiary in the area of responsibility of the respective Executive Board member as reported in the approved and audited consolidated financial statements of the Company;
- » The adjusted EBITDA, EBITA, EBIT, and/or EBT of the Nemetschek Group and/or the division of the respective Executive Board member and/or a subsidiary within the area of responsibility of the respective Executive Board member;
- » the increase in the value of the Company measured in terms of the Company's earnings per share (**EPS**); and
- » the special targets ("**special targets**") individually defined for each Executive Board member within his/her area of responsibility. These special targets can be formulated as financial and/or non-financial targets (e.g., the implementation of certain strategic initiatives or plans or sustainability targets relating to environmental, social, or governance aspects, "**ESG targets**").

In this way, the Supervisory Board provides targeted incentives for profitable growth in the individual divisions, rewards individual

non-financial performance of Executive Board members, particularly in the area of strategy and sustainability, and creates value for shareholders.

The Supervisory Board determines the specific performance criteria and special targets as well as the portion of the individual target amount (weighting) attributable to the respective performance criterion or special target for the upcoming financial year at its reasonable discretion. The Supervisory Board involves the respective Executive Board member in this target setting process. When setting targets, the Supervisory Board is not bound by targets agreed or set by the Supervisory Board for previous periods.

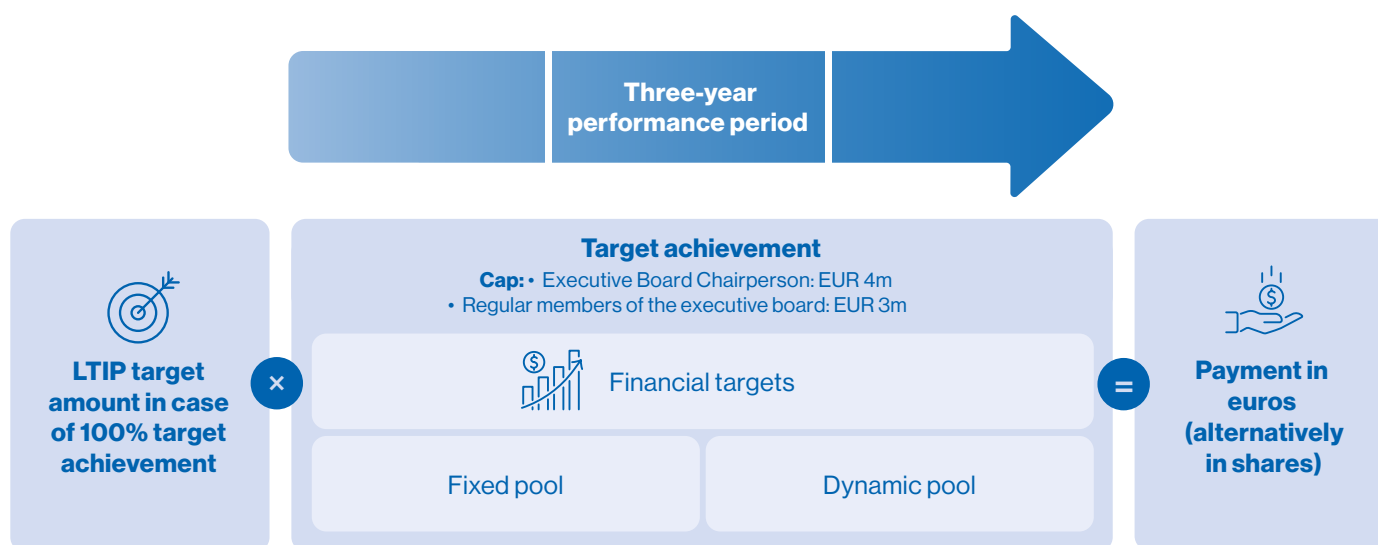
The target achievement criteria are intended to reward the performance of the Executive Board member in the financial year in line with the Company's short-term development. If the target achievement is measured in terms of key financial indicators, certain thresholds are set for this purpose. If revenues, actual adjusted EBITDA, EBITA, EBIT, or EBT and/or EPS based on the consolidated financial statements exceed the thresholds in each case, members of the Executive Board are entitled to a corresponding amount in euros as a bonus. If a non-financial special target is relevant for the target achievement, a fixed amount in euros is also granted as a bonus if the objective is met. If neither a threshold value nor a non-financial special target is met, no bonus is paid.

After the end of the financial year, the Supervisory Board determines the actual degree of target achievement and the resulting bonus amount for each target on the basis of the Company's approved and audited consolidated financial statements, depending on the actual target achievement. The payment amount for the STIP is calculated by adding the individual bonus amounts for the achievement of the respective targets. The STIP payment

amount can range from 0% to 150% of the respective individual target amount. The Supervisory Board can decide to deviate from these STIP provisions temporarily to take sufficient account of extraordinary developments within reasonable limits. The STIP payment amount is paid after approval of the Company's consolidated financial statements for the relevant financial year.

If a new member of the Executive Board is appointed, the Supervisory Board may, at its reasonable discretion, guarantee a certain percentage of the target amount of the short-term variable remuneration and pay it out to the Executive Board member in monthly installments with the fixed salary.

3.2.2 Long-term variable remuneration: Long Term Incentive Plan (LTIP)



The LTIP is designed to reward the Executive Board members' focus on long-term and sustainable corporate development. The calculation basis for the long-term variable remuneration is the sustainable increase in the value of the Company, measured primarily in terms of the growth trend in the adjusted EBITDA, EBITA, EBIT, or EBT of the Nemetschek Group generated annually according to the approved and audited consolidated financial statements and/or EPS (each an "earnings figure").

The Executive Board members participate in the LTIP annually through the allocation of a so-called LTIP tranche. An individual target amount per LTIP tranche is set for each Executive Board member at 100% target achievement. At the beginning of the LTIP period, the Supervisory Board decides at its reasonable discretion which target earnings figure(s) is/are relevant for the respective LTIP period.

The LTIP has a duration of three financial years in each case ("LTIP period") following the so-called reference year of the LTIP. The LTIP period generally begins on January 1 of the year following the reference year and ends on December 31 of the third year following the reference year. If targets are achieved, in each case the Executive Board member is paid the long-term variable remuneration achieved in the fourth year following the reference year ("year of payment").

The amount of the payment per LTIP tranche is calculated using a fixed and a dynamic LTIP pool as follows:

- » In the first step, the respective scope of the fixed and dynamic LTIP pools is calculated and reported as an amount in euros. This is done by determining the difference between the target earnings figure for the last year of the LTIP period selected by the Supervisory Board at the beginning of the respective LTIP period and the actual earnings figure for the reference year. The result is multiplied by a percentage determined by the Supervisory Board ("pool percentage"). The amount of the pool percentage is determined by the Supervisory Board at the beginning of the respective LTIP period. This is generally between 1% and 3%.
- » In the second step, the fixed and dynamic LTIP pools are distributed among the members of the Executive Board. To this end, the Supervisory Board specifies at the beginning of the LTIP period how the share of the respective Executive Board member is to be determined from the fixed and dynamic pools.

The fixed LTIP pool is distributed among the Executive Board members in individually calculated proportions, i.e., the Supervisory Board determines the share in the fixed LTIP pool at the beginning of the LTIP period on the basis of the expected number of Executive Board members over the LTIP period and taking into account their respective tasks and functions.

The dynamic LTIP pool is distributed among the Executive Board members in individually calculated shares after the end of the LTIP period. For Executive Board members with responsibility for divisions (operational business areas), it depends on the percentage of Nemetschek Group revenues accounted for by their area of responsibility in the last financial year of the LTIP period. For other Executive Board members, the share of the dynamic LTIP pool depends on the development of EPS in percent or on the development of the Nemetschek Group's total consolidated revenues, and thus represents the increase in value of the Company as a whole.

The LTIP in turn incentivizes both the growth of the individual divisions and the increase in profitability of the entire Group. When determining the earnings figures and pool percentages, the Supervisory Board is not bound by earnings figures and pool percentages determined for previous periods.

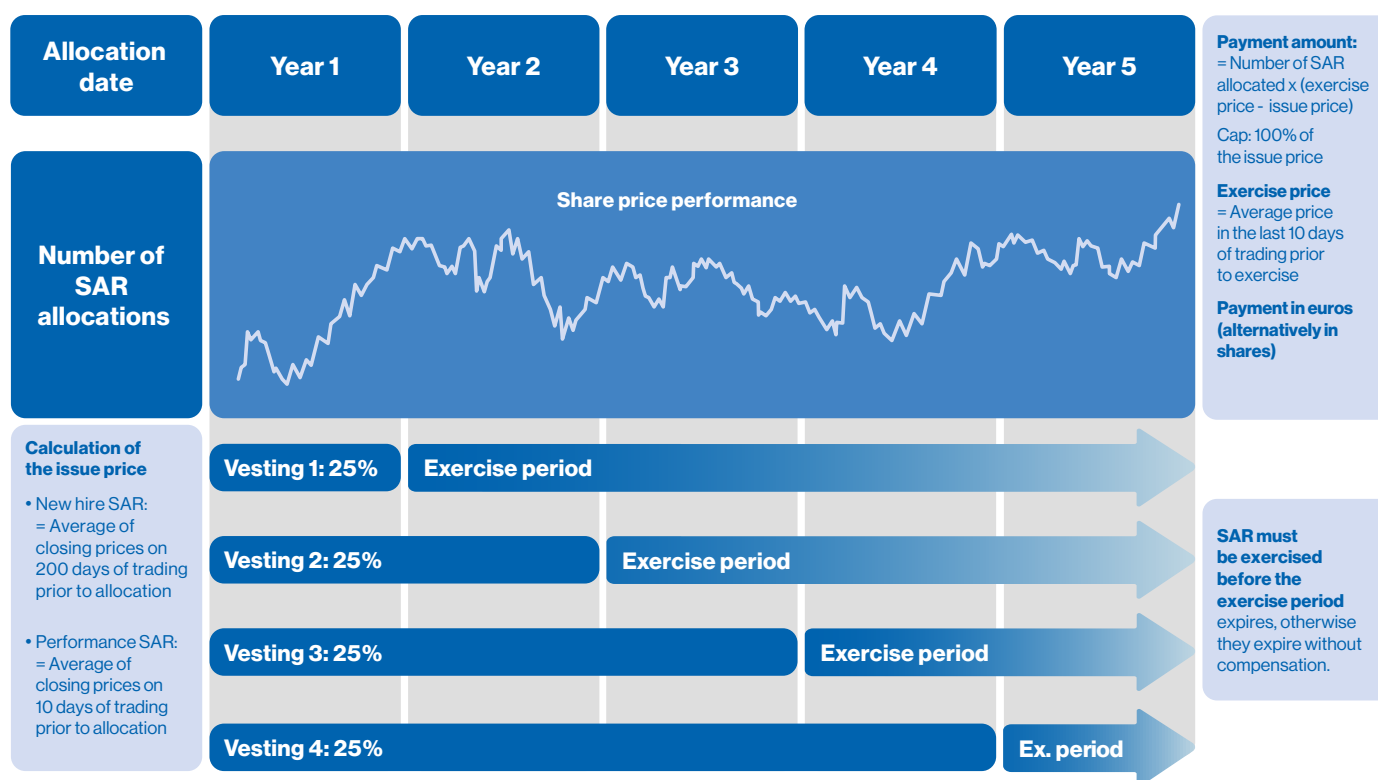
In the year of payment, the Supervisory Board determines the following for each member of the Executive Board on the basis of the Company's approved and audited consolidated financial statements for the last financial year of the LTIP period, depending on the actual achievement of the respective target earnings figure: (i) the specific target achievement rate, (ii) the share of the dynamic LTIP pool, and (iii) the resulting payment amount for the relevant LTIP tranche ("LTIP payment amount"). The Supervisory Board may decide on temporary deviations from these LTIP rules in order to take appropriate account of exceptional developments.

The LTIP payment amount is generally paid to the Executive Board member in cash. At its own equitable discretion, the Supervisory Board can resolve to pay up to 100% of the LTIP payment amount in shares of the Company. If shares are transferred to fulfill the LTIP payment amount, the Supervisory Board may require that the Executive Board member hold them in his or her possession for the duration of one year (shareholding obligation).

If a new member of the Executive Board is appointed, the Supervisory Board may, at its own equitable discretion, guarantee a certain percentage of the target amount of the long-term variable remuneration and pay this to the member of the Executive Board in monthly installments along with the fixed remuneration.

3.2.3 Long-term variable remuneration: Stock Appreciation Rights Plan (SAR Plan)

The SAR plan is intended to give members of the Executive Board a medium- and long-term interest in the future success of the Company and to strengthen their commitment to the Company. Through the allocation of SAR, members of the Executive Board are entitled to compensation for the increase in value of the Company's shares. The SAR plan creates a sustainable link between the interests of the members of the Executive Board and the interests of the Company's shareholders in the long-term increase in the value of the Company. The granting of SAR therefore represents an incentive for the members of the Executive Board to focus their decisions on the achievement of clearly defined performance targets in order to participate in the future positive development of the Company's value.



SAR can be granted as performance-based SAR (“**Performance SAR**”) and/or as new hire SAR (“**New Hire SAR**”). Within the framework of the remuneration structure, the Supervisory Board decides at its own discretion under which conditions and at what point in a financial year, as well as in what amount, Performance SAR are allocated to members of the Executive Board. Upon initial appointment, the Supervisory Board may, at its discretion, grant members of the Executive Board a one-time New Hire SAR. The number of SAR allocated to a member of the Executive Board is generally based on the total remuneration intended for the member of the Executive Board within the remuneration structure for the respective financial year, taking into account the development of the market price of the Company's shares. SAR are allocated by concluding an individual SAR agreement with the member of the Executive Board. The individual SAR agreement specifies both the number and the issue price of the SAR to be allocated.

The entitlement to compensation for the increase in value of the Company's shares is calculated as the difference between the issue price and the exercise price multiplied by the number of SAR exercised (“**SAR payment amount**”).

The issue price for a Performance SAR generally corresponds to the average (arithmetic mean) of the closing prices of the Company's share in Xetra trading (or a functionally comparable successor system) on the Frankfurter Wertpapierbörse (Frankfurt securities exchange) in the last ten days of trading prior to the date of the resolution of the Supervisory Board concerning the allocation of Performance SAR. The issue price for a New Hire SAR corre-

sponds to the average (arithmetic mean) of the closing prices of the Company's shares in Xetra trading (or a functionally comparable successor system) on the Frankfurter Wertpapierbörse (Frankfurt securities exchange) on the last 200 days of trading prior to the date of the resolution of the Supervisory Board on the allocation of New Hire SAR.

The exercise price of the SAR corresponds to the average (arithmetic mean) of the closing prices of the Company's shares in Xetra trading (or a functionally comparable successor system) on the Frankfurter Wertpapierbörse (Frankfurt securities exchange) on the last ten days of trading prior to the day on which the notice of exercise by the member of the Executive Board is received. The SAR payment amount is generally paid in cash and may, at the discretion of the Supervisory Board, be paid in whole or in part in shares of the Company.

The individual SAR agreement usually stipulates a term of four years for the allocated SAR (one “**SAR tranche**” in each case). The SAR of a SAR tranche can generally be exercised as follows: At the end of one year after allocation, 25% of the allocated SAR can be exercised; at the end of two years after allocation, a further 25% of the allocated SAR can be exercised; at the end of three years after allocation, a further 25% of the allocated SAR can be exercised; and at the end of four years after allocation, the remaining 25% of the allocated SAR can be exercised (each a “**vesting period**”). In addition, the Supervisory Board may, at its own equitable discretion, include further performance criteria in the individual SAR agreement as a prerequisite for exercising the SAR. All SAR must be exercised within five years of the date of

allocation (“**exercise period**”). Unexercised SAR of a SAR tranche expire without compensation after the exercise period has expired. When allocating SAR, the Supervisory Board is entitled to adjust the vesting period and the exercise period at its own equitable discretion.

SAR shall in any case expire without compensation if they are transferred, pledged, or otherwise encumbered with third-party rights, or if insolvency proceedings are opened against the assets of the Executive Board member. In the event of the death of the Executive Board member after the expiry of the vesting period, the Supervisory Board may determine the conditions and extent to which SAR may be exercised by the heirs of the Executive Board member.

The Supervisory Board may adjust the SAR plan and/or the individual SAR agreements in order to take appropriate account of extraordinary developments, such as a merger, spin-off, or similar measure, a stock split, or delisting of the Company’s shares, in particular by adjusting the value of the SAR. In such cases, the Supervisory Board may also offer the Executive Board members the early exercise of SAR at adjusted terms, if necessary, or agree with them on a comparable successor program for long-term variable remuneration.

3.2.4 Future-related special remuneration

The Supervisory Board is entitled to grant the Executive Board members additional future-related special remuneration in order to appropriately reward the special achievements and successes of an Executive Board member in relation to the Company and/or the Nemetschek Group. To this end, the Supervisory Board concludes an individual agreement with the Executive Board member for the respective assessment period or approves such an agreement between a Nemetschek Group company and the Executive Board member. This agreement sets out the performance criteria for the special remuneration. The prerequisite for agreeing on such special remuneration in individual cases is that it is linked to outstanding and exceptional achievements or successes of the Executive Board member, that it brings future-oriented benefits to the Company, and that, in the opinion of the Supervisory Board, it is in the interests of the Company. At the end of the assessment period, the Supervisory Board determines the amount of the special remuneration to be granted depending on the achievement of targets or approves the granting of special remuneration by a Nemetschek Group company depending on the achievement of targets. The total remuneration of the individual Executive Board members, including special remuneration, must be in reasonable proportion to the tasks and performance of the Executive Board member and to the situation of the Company.

The specific details of any special remuneration agreed and any amounts paid will be disclosed retrospectively in the remuneration report.

4. Other remuneration-related stipulations

4.1 Clawback provisions regarding variable remuneration components

The Supervisory Board is entitled to demand that members of the Executive Board return payments received as a result of the STIP and LTIP if it later becomes apparent that the payment, in whole or in part, was made erroneously because targets were not actually met, or not met in the scope assumed, as this assumption was made on the basis of incorrect information when the payment amount was determined.

Moreover, the Supervisory Board is entitled to demand that the members of the Executive Board return payments received as a result of the STIP, the LTIP, and the SAR if, within the respective assessment period or vesting period, the member of the Executive Board provides an important reason within the context of Section 84 (4) AktG for the member’s withdrawal or if the actions of the member of the Executive Board are not approved by the annual general meeting for the respective assessment period. This also applies in the case of a grave breach of duty or breach of compliance with company-internal codes of behavior committed by a member of the Executive Board during the relevant assessment period or vesting period. The claim for repayment may be asserted up to three years after payment of the relevant remuneration component. This also applies if the appointment and/or employment relationship with the Executive Board member has already ended at the time the claim for repayment becomes due.

4.2 Joining or leaving the Executive Board during the year; possibilities for reducing variable remuneration components

If the term of office and employment contract of an Executive Board member commence during a current financial year, the individual target amounts for the STIP and LTIP are reduced pro rata temporis.

If the term of office and employment contract of the Executive Board member end during the current financial year, the target amount of the STIP is reduced pro rata temporis and the target amount of the LTIP may be reduced at the equitable discretion of the Supervisory Board, taking into account the performance contributions of the Executive Board member. The departure of the Executive Board member during the year does not result in early payment of the STIP or LTIP and does not affect either the due date or the calculation parameters of the remuneration component.

In the event of incapacity to work through no fault of their own as a result of illness, the Company may continue to pay remuneration for up to twelve months, taking into account all third-party benefits related to the illness, provided that the Executive Board member remains in office. For periods during which the Executive Board member is not entitled to remuneration under the existing

employment relationship (e.g., suspension of the employment relationship) or in the event of incapacity to work lasting longer than six months, the target amount of the STIP may be reduced pro rata temporis and the target amount of the LTIP may be reduced at the equitable discretion of the Supervisory Board, taking into account the performance contributions of the Executive Board member.

4.3 Remuneration for internal and external mandates

If members of the Executive Board hold Supervisory Board positions or other offices within the Nemetschek Group or in associations of which the Company is a member, any separate remuneration granted for these offices shall be offset against the remuneration of the respective Executive Board member. Supervisory Board mandates outside the Group or other offices outside the Nemetschek Group may only be accepted with the Supervisory Board's consent. When approving the acceptance of external Supervisory Board mandates or other positions, the Supervisory Board shall also decide whether and to what extent separate remuneration granted for these positions is to be offset against the remuneration of the respective Executive Board member.

4.4 Remuneration in foreign currency

For Executive Board members who have their place of work or center of life abroad, it may be agreed that all remuneration components owed shall be paid in the currency of the country concerned ("**foreign currency**"). For this purpose, the remuneration components shall be converted into the foreign currency as close as possible to the date of payment. As a rule, the respective monthly closing rate published by the European Central Bank on the last working day of the month prior to payment may be used as a basis for this. Any additional expenses resulting from exchange rate fluctuations shall be included in the calculation of the maximum remuneration and the caps for the variable remuneration components.

For Executive Board members whose place of work or center of life is abroad, it may be agreed that the remuneration regulations are to be interpreted in such a way that they comply with the legal and tax requirements of the respective foreign jurisdiction.

5. Remuneration-related legal transactions

5.1 Terms and early termination of employment contracts; settlement of variable remuneration components

The employment contract is generally concluded for the term of the appointment as an Executive Board member. The initial appointment of an Executive Board member is usually for three years, and reappointment is for a maximum of five years.

The employment contract generally ends automatically at the end of the term of office on the Executive Board. The employment contract may be terminated by either party without notice for good cause in accordance with Section 626 (1) of the German Civil Code (BGB). The Executive Board member may also terminate the employment contract at the end of the next quarter with six weeks' notice in the event of a reduction in remuneration in accordance with Section 87 (2) sentence 4 of the German Stock Corporation Act (AktG). If the Executive Board member becomes permanently unable to work, the employment contract shall end prematurely at the time of the granting of a permanent disability pension, at the latest upon reaching the statutory retirement age.

The following special provisions apply to the revocation of the appointment to the Executive Board: If the appointment is revoked with the assurance of reappointment in accordance with Section 84 (3) AktG, the employment contract shall be suspended until the time of reappointment. If the revocation of the appointment is based on good cause within the meaning of Section 84 (4) AktG, which is also good cause within the meaning of Section 626 (1) BGB, the employment contract shall terminate with immediate effect, provided that the notice period for termination in accordance with Section 626 (2) BGB is observed.

If the revocation of the appointment is based on good cause within the meaning of Section 84 (4) AktG, which is not also good cause within the meaning of Section 626 BGB, the employment contract shall end at the end of a period of twelve months to the end of the month or — if this date occurs earlier — at the end of the regular term of the employment contract. The same applies in the event of effective resignation by the Executive Board member; notwithstanding this, the Supervisory Board may decide that the employment contract shall continue until its regular end if the resignation was by mutual agreement.

If the appointment ends before the end of the employment contract for any reason, the Company is entitled to release the Executive Board member from his or her duties while continuing to pay his or her fixed remuneration and taking into account any existing vacation entitlements and other income. Notwithstanding this, the Supervisory Board may decide to continue paying the STIP and LTIP for the duration of the release from duties, assuming 100% target achievement, and not to forfeit the SAR. The supervisory board may also decide to reduce the target amount of the STIP pro rata temporis and the target amount of the LTIP at its

own equitable discretion, taking into account the performance contributions of the Executive Board member, for the duration of the release.

SAR for which the vesting period has not yet expired shall generally expire without compensation as soon as the Executive Board member's term of office ends, unless the Executive Board member continues to be employed by the Nemetschek Group. SAR for which the vesting period has ended and which have not expired must be exercised in compliance with the applicable legal provisions, in particular the provisions of the Market Abuse Regulation, at the latest in the first possible exercise window after termination of the employment contract, otherwise these SAR shall expire without compensation or indemnification, unless the Executive Board member continues to be employed by the Nemetschek Group.

If the employment contract is terminated by the Company for good cause attributable to the Executive Board member in accordance with Section 626 (1) of the German Civil Code (BGB) or if the appointment of the Executive Board member is revoked due to gross breach of duty, payment claims from current LTIP tranches and unexercised SAR shall expire without compensation or indemnification. Payment claims from current LTIP tranches and unexercised SAR shall also expire without compensation or indemnification if the Executive Board member resigns without good cause and without the consent of the Company. The Supervisory Board may deviate from this in individual cases and stipulate that payment claims from current LTIP tranches and unexercised SAR shall not expire.

5.2 Severance payments

In the event of premature termination of an Executive Board member without good cause, any payments agreed to be made to the Executive Board member may not exceed the value of one year's total remuneration or the value of the remuneration for the remaining term of the employment contract (severance payment cap). The total annual remuneration in the aforementioned sense comprises the fixed remuneration and the STIP payment amount for 100% target achievement. Notwithstanding this, the Supervisory Board may decide to also include the LTIP payment amount for 100% target achievement in the total annual remuneration in the aforementioned sense.

5.3 Post-contractual non-competition clauses

Executive Board members are subject to a post-contractual non-competition clause for a period of twelve months after termination of their employment. For the duration of the post-contractual non-competition clause, the Executive Board member shall receive monthly compensation in the amount of 100% of the last fixed remuneration received and 100% of the STIP payment amount if 100% of the targets are achieved ("**compensation**"). If the Executive Board member receives a severance payment due to the mutual premature termination of their appointment and employment contract, this shall be offset against the compensa-

tion for non-competition. The Company may, prior to the end of the employment contract, waive compliance with the post-contractual non-competition clause by means of a written declaration, with the effect that it shall be released from the obligation to pay compensation upon expiry of six months from receipt of the declaration.

5.4 Limitation periods

The Supervisory Board may agree on limitation periods for the assertion of remuneration claims.

6. Temporary deviation from the agreed remuneration system

In exceptional cases, temporary deviations from individual components of the agreed remuneration system may be made if this is necessary in the interest of the long-term well-being of the Company. This may be considered in particular in the event of extraordinary changes in economic conditions that make it impossible to achieve the originally defined performance criteria and/or key figures, thereby rendering the incentive effect of the remuneration system obsolete, provided that the changes or their specific effects were not foreseeable by the Supervisory Board at the time the targets were set. Such situations may be based on both macroeconomic and Company-related circumstances.

Any deviation from the remuneration system may only be made by resolution of the Supervisory Board. The components of the remuneration system from which deviations are possible in exceptional cases are the provisions governing the remuneration structure and maximum remuneration, the performance and target achievement criteria of the STIP and LTIP, the plan conditions of the LTIP, and the provisions governing the determination of payment amounts and payment dates.

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