



Warsaw, 6 June 2025

**Management Board
Inter Cars Spółka Akcyjna
with its registered office in
ul.**

Our ref No.: 2693/2025/BKF/KF/KF/S-002693-25/1

**SUBMISSION OF DRAFT RESOLUTIONS
ON ITEMS 13, 16, 17 AND 18 OF THE AGENDA
FOR THE ANNUAL GENERAL MEETING OF INTER CARS SPÓŁKA AKCYJNA (the "Company")
CONVENED FOR 10 JUNE 2025**

PROPOSING SHAREHOLDER

shareholder representing at least one-twentieth of the share capital of Inter Cars Spółka Akcyjna entitled to submit draft resolutions to be placed on the agenda for the General Meeting, in accordance with Article 401.4 of the Commercial Companies Code

Otwarty Fundusz Emerytalny PZU Złota Jesień, with registered office in Warsaw (00-843) at Rondo Ignacego Daszyńskiego 4, entered in the register of pension funds maintained by the Regional Court of Warsaw, 7th Civil, Family and Registry Division, under entry No. RFE 6, represented by: Powszechne Towarzystwo Emerytalne PZU S.A., entered in the Business Register of the National Court Register maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under No. KRS 0000040724,

ptepzu@ptepzu.pl,

holding 841,774 shares in Inter Cars Spółka Akcyjna, representing 5.94% of the Company's share capital and carrying 841,774 votes at its General Meeting, accounting for 5.94% of the total voting rights,

(the shareholding certificate attached),

represented by:

Andrzej Sołdek – President of the Management Board,

Arkadiusz Julke – Vice President of the Management Board,

PROPOSAL

Pursuant to Article 401.4 of the Commercial Companies Code, the Proposing Shareholder proposes draft resolutions on items 13, 16, 17 and 18 of the agenda for the Annual General Meeting of Inter Cars Spółka Akcyjna of Cząstków Mazowiecki, convened for 10 June 2025.

The draft resolutions on items 13, 16, 17 and 18 of the agenda for the Annual General Meeting of Inter Cars Spółka Akcyjna are attached as an appendix to this document.

Draft resolution on item 13 of the agenda:

“Resolution No. [-]
of the Annual General Meeting
of Inter Cars Spółka Akcyjna
dated 10 June 2025

on determining the number of members of the Supervisory Board for the new term of office

Section 1

Acting pursuant to Article 385.1 of the Commercial Companies Code and Article 12.2 of the Company's Articles of Association, the Annual General Meeting of Inter Cars S.A. of Warsaw (the „Company”) hereby resolves that the Company's Supervisory Board of the seventh term of office shall consist of seven members.

Section 2

This Resolution shall come into force upon its adoption."

Draft resolution on item 16 of the agenda:

“Resolution No. [-]
of the Annual General Meeting
of Inter Cars Spółka Akcyjna
dated 10 June 2025

on amendments to the Remuneration Policy for the Management Board and Supervisory Board of Inter Cars S.A.

Section 1.

The Annual General Meeting (the “AGM”) of Inter Cars S.A. of Warsaw (the “Company”), acting pursuant to Article 90d(1) of the Act of 29 July 2005 on public offering, the conditions governing the introduction of financial instruments to organised trading, and public companies, hereby amends the Remuneration Policy for the Management Board and Supervisory Board of Inter Cars S.A., adopted by Resolution No. 19 of the AGM on 23 May 2024, such that the existing text is replaced in its entirety by the wording set out below, which shall constitute the Policy's new consolidated version.

Remuneration Policy for members of the Management Board and Supervisory Boards of Inter Cars S.A.

Section 1. General provisions

This Remuneration Policy for members of the Management and Supervisory Board of Inter Cars S.A. determines and defines the terms of remuneration as well as the Company's remuneration system and practices for members of the Management and Supervisory Boards of Inter Cars S.A. of Warsaw in accordance with Section 4a of the Act on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies, dated 29 July 2005.

1. Unless stated otherwise, in this Policy the following terms shall have the meanings set out below:

Act – the Act on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading,

and Public Companies, dated 29 July 2005;

Company – Inter Cars S.A. of Warsaw;

The Group – the Inter Cars Group;

Policy – Remuneration Policy for members of the Management and Supervisory Board of Inter Cars S.A.;

The Bonus Scheme – an incentive programme for members of the Management Board, approved and adopted by the Supervisory Board;

The Incentive Programme – a long-term incentive programme that may be introduced by resolution of the AGM;

Bonus – additional variable remuneration for members of the Company's Management Board granted under the Bonus Scheme;

Supervisory Board – the Supervisory Board of Inter Cars S.A. of Warsaw;

Management Board – the Management Board of Inter Cars S.A. of Warsaw.

Section 2. Description and objectives of this Policy

1. This Policy has been prepared in accordance with generally applicable laws, the Group's standards of operation and values, as well as standards of ethical conduct and the adopted business strategy.

2. The key principles and objectives of this Policy are to:

a) ensure the efficiency and transparency of remuneration;

b) support the implementation of the business strategy, long-term interests and stability of the Company and the Group, including through the introduction of a performance-based incentive scheme for the Management Board members, specifying the minimum levels of the Group's financial performance below which the Bonus is not paid, which:

(i) promote reasonable business decisions that take into account market environment and socio-economic conditions;

(ii) tie the interests of Management Board members to those of the shareholders and, consequently, contribute to stability and good condition of the Group;

c) prevent conflicts of interest, including through the introduction of transparent and comprehensive rules for determining the components of remuneration and their amounts, and the rules for granting the annual bonus, thus ensuring internal coherence and correctness with respect to conduct and performance;

d) appropriately motivate and build commitment to the Company.

3. The remuneration framework set out in this Policy, together with the rules governing bonuses and the grant of rights to acquire the Company shares, applicable to members of the Management Board and to other employees – particularly those in managerial roles within the Group – share the same core features. These systems are based on fixed and variable remuneration components and refer to the Group's performance as a whole and to the implementation of its business strategy, which supports the Group's long-term growth.

4. In establishing this Policy – and when setting, reviewing or amending the remuneration of members of the Management Board and the Supervisory Board – the Company applies objective criteria that include:

a) the scope of responsibility attached to the role;

b) the degree of risk inherent in performing that function;

c) prevailing market standards for the remuneration structure applicable to the role or comparable roles; and

d) the terms of employment and pay of the Company's other employees, while ensuring that the remuneration of Management Board and Supervisory Board members duly reflects the higher level of responsibility and risk they assume and the potential consequences for both the Company and the individual should such risk crystallise.

Section 3. Remuneration of the Company's Management Board members

1. Remuneration of the Company's Management Board members may comprise the following components:

a) a fixed base pay under an employment contract;

b) a fixed base pay for serving on the Company's Management Board;

c) variable remuneration in the form of additional cash consideration granted under the Bonus Scheme;

d) severance and compensation payments;

e) additional non-cash benefits.

f) the right to acquire Company shares under the Incentive Programme (the "Right").

2. Under an employment contract with the Company or for serving on the Company's Management Board, Management Board members may receive a fixed monthly pay determined and approved by the Company's Supervisory Board separately for each Management Board member, with the proviso that if a Management Board member has been granted additional remuneration for serving on the governing bodies of the Company's subsidiaries (including under an

employment contract or for serving on a governing body), the remuneration under the employment contract or for serving on the Company's Management Board, as appropriate, shall be appropriately reduced.

3. For serving on the Management Board, Management Board members shall additionally receive variable cash consideration, granted in accordance with the Bonus Scheme adopted by the Supervisory Board. For detailed criteria and description of the remuneration, see Section 4 of this Policy.

4. Members of the Management Board may, by virtue of their office, be granted rights to acquire the Company shares under any Incentive Programme adopted by the AGM, provided that the performance metrics applied differ from those used in the Bonus Scheme. For detailed criteria and description of the remuneration, see Section 5 of this Policy.

5. In the cases provided for in non-compete agreements between the Company and members of its Management Board, Management Board members shall have the right to receive:

- a) compensation for observing the twelve-month non-compete period beginning on the date as of which a given Management Board member ceased to serve on the Company's Management Board;
- b) a severance payment paid out upon fulfilment of contractual conditions if a given Management Board member has been removed from office or has not been re-appointed for another term of office in connection with other events specified by the Supervisory Board.

6. Management Board members shall have the right to non-financial benefits, such as a company car, company car allowances, and benefits from the Company Social Benefits Fund. Management Board members may also be granted other non-cash benefits in accordance with the rules in place at the Company. The detailed scope of and rules for granting non-cash benefits to Management Board members shall be defined in a resolution of the Supervisory Board, a Management Board member's employment contract, or in the Company's internal rules of procedure.

7. The Management Board members may participate in the Employee Capital Plan on the terms applicable to all Company employees in accordance with generally applicable laws.

8. No additional pension plans or early retirement plans are available to the Management Board members.

Section 4. Variable remuneration of the Management Board members

1. The Company awards variable remuneration in a transparent manner, applying clear and wide-ranging criteria.

2. The Bonus Scheme for members of the Company's Management Board is based on consolidated net profit of the Group as reported in audited financial statements of the Group ("Net Profit").

3. The system is degressive, with the base of the Bonus determined as a percentage of Net Profit.

4. The Supervisory Board may define additional financial or non-financial conditions for awarding the Bonus, its amount and payment terms.

5. A decision on the amount of the Bonus payable to a member of the Management Board for a given financial year shall be made by the Supervisory Board by way of a resolution, taking into account the ratios specified in item 1 above, calculated by reference to financial data provided by the Company and sourced from audited financial statements of the Group.

6. At the request of the President of the Management Board (or Vice President of the Management Board if the Bonus is for the President of the Management Board), the Supervisory Board may decide to reduce the amount of a cash bonus payable to a Management Board member for a given financial year relative to the Bonus amount calculated in line with the criteria set out above.

7. The Bonus Scheme does not include a claw-back provision permitting the Company to recover any Bonus.

8. The Bonus for a given financial year shall be paid to members of the Management Board within 30 days of the date of approval by the Company's Annual General Meeting of full-year consolidated financial statements of the Group for a given financial year, with the proviso that the Supervisory Board may decide to pay a Management Board member an interim Bonus.

Section 5. Incentive Programme

1. The Incentive Programme may span more than one financial year.

2. The Incentive Programme is designed to motivate its participants, including members of the Management Board, to deliver the Group's objectives by maximising consolidated financial performance, thereby supporting the Company's business strategy, long-term interests and overall stability.

3. Rights are granted to members of the Management Board in a transparent manner, using clear and comprehensive criteria.

4. Those members of the Management Board named in a resolution of the Supervisory Board identifying participants in the Incentive Programme shall qualify to take part in it.

5. The grant of Rights to members of the Management Board is conditional upon the fulfilment, in the relevant financial

year, of specified conditions.

6. The Supervisory Board shall confirm, by resolution, whether the performance conditions for the relevant financial year have been satisfied.

7. Financial performance criteria shall be verified against the audited consolidated financial statements of the Group for the financial year in question, as received and approved by the AGM.

8. The Incentive Programme shall be designed so that:

a) the vesting period for the Rights is not less than three years;

b) the operation of the Programme is conditional upon the achievement of pre-determined performance targets;

c) the exercise or settlement of Rights may occur only within a specified period after (i) the Supervisory Board has verified that the relevant conditions have been met and (ii) the Rights have been granted to participants, with Rights being transmissible on death in accordance with the Programme rules and any resolutions of the Company's governing bodies; and

d) the Programme helps to ensure the profitability of the Company and the Group, and the execution of the Group's business strategy, by deepening the commitment of the Management Board Members to the Company and by encouraging and incentivising them to deliver that strategy, act in the Company's best interests and maximise financial performance.

9. The detailed operation of the Long-Term Incentive Programme shall be set out in the Programme rules and in resolutions of the Company's relevant governing bodies and shall cover, in particular:

a) the terms of the Programme, including the maximum number of shares that may be awarded to members of the Management Board;

b) the vesting periods during which Management Board members will acquire Rights;

c) the rules governing the disposal of Rights and of any treasury shares acquired by Management Board members under the Programme; and

d) the circumstances in which Rights will lapse.

Section 6. Remuneration of the Company's Supervisory Board members

1. Remuneration of the Company's Supervisory Board members may comprise the following components:

a) fixed base pay for serving on the Company's Supervisory Board;

b) a fixed base pay for serving on the Audit Committee or another committee of the Company's Supervisory Board, provided that a member of the Company's Supervisory Board has been appointed to such committee;

c) a fixed base pay under the employment contract if a Supervisory Board member is bound by such employment contract with the Company.

2. Members of the Company's Supervisory Board are entitled to a fixed base pay for serving on the Supervisory Board, determined and approved by the Company's General Meeting.

3. If members of the Company's Supervisory Board serve on the Audit Committee or another committee of the Company's Supervisory Board (to the extent such committees have been appointed), such members shall receive a fixed base pay determined and approved by the Company's General Meeting.

4. The amount of pay referred to in Sections 5.2 and 5.3 above depends on the function performed by a given member on the Company's Supervisory Board, the Audit Committee or another committee of the Supervisory Board (to the extent such committees have been appointed).

5. Members of the Company's Supervisory Board shall receive a fixed monthly pay irrespective of how often Supervisory Board meetings are held.

6. Members of the Supervisory Board may be engaged by the Company under contracts of employment or under contracts for services (including 'mandate' agreements, contracts for specific work or similar arrangements), whether for a fixed term or on a rolling basis, with remuneration determined individually for each Supervisory Board member.

7. A Supervisory Board member's remuneration is not linked to the Company's performance. The Company shall not grant Supervisory Board members remuneration in the form of financial instruments, save where rights to acquire such instruments – including performance-linked instruments – were granted to an individual before their appointment to the Supervisory Board and become exercisable during their term of office.

8. The Supervisory Board members may participate in the Employee Capital Plan on the terms applicable to all Company employees in accordance with generally applicable laws.

9. No additional pension plans or early retirement plans are available to the Supervisory Board members.

Section 7. Proportion of remuneration components

1. The proportion between fixed and variable remuneration for members of the Company's Management Board shall depend on the Company's financial performance, which is the basis for granting the Bonus.
2. The maximum share of the Bonus in the total amount of remuneration granted to a Management Board member in a given financial year shall not exceed 85%, provided that if a Management Board member has obtained the Rights to acquire Company shares in a given financial year, that amount may not exceed 75%.

Section 8. Legal relationship between the Company and Management Board members

1. Members of the Company's Management Board shall be appointed by the Company's Supervisory Board for a joint four-year term of office. A Management Board member may resign or be removed from office in accordance with generally applicable laws in the manner stipulated in the Commercial Companies Code, the Company's Articles of Association, and the Management Board Rules of Procedure approved by the Supervisory Board.
2. The Company and members of its Management Board may enter into:
 - a) an employment contract, concluded for an indefinite term, with a notice period determined in accordance with generally applicable laws;
 - b) a non-compete or similar agreement, concluded for the duration of service on the Company's Management Board and effective after discontinuation of service with respect to specified duties under the agreement; such agreement may be terminated by mutual agreement of the parties; The Company may, at its discretion, waive the non-compete agreement with respect to a Management Board member.
3. No piece-work contracts (*umowa zlecenia*), contracts for a specific task (*umowa o dzieło*) or other similar contracts shall be executed between the Company and members of the Company's Management Board.

Section 9. Legal relationship between the Company and Supervisory Board members

1. Members of the Supervisory Board shall be appointed by the General Meeting for a joint five-year term of office. A Supervisory Board member may resign or be removed from office in accordance with generally applicable laws in the manner stipulated in the Commercial Companies Code, the Company's Articles of Association, and the Supervisory Board Rules of Procedure approved by the General Meeting.
2. The Company may sign with a Supervisory Board member:
 - a) an employment contract, concluded for an indefinite term, with a notice period determined in accordance with generally applicable laws;
 - b) a piece-work contract (*umowa zlecenia*), contract for a specific task (*umowa o dzieło*) or other similar contract.

Section 10. Implementation and review of this Policy

1. This Policy has been adopted by the General Meeting.
2. The members of the Management Board shall be responsible for the information contained in this Policy.
3. The Supervisory Board shall implement this Policy with respect to the Management Board members, in particular by passing relevant resolutions, and shall monitor, on an ongoing basis, this Policy and prepare an annual report on remuneration, presenting a comprehensive review of remuneration and other benefits, irrespective of their form, received by individual Management and Supervisory Board members in the last financial year, in accordance with the requirements set out in Article 90g of the Act, by 31 March of the year following a given financial year.
4. The members of the Supervisory Board shall be responsible for the information contained in the remuneration report. The report shall be subject to assessment by the qualified auditor.
5. The Management Board shall implement this Policy at the Company with respect to the members of the Company's Supervisory Board and to the extent specified by the Company's Supervisory Board.
6. This Policy shall be subject to a thorough review at least once every four years, with the proviso that the General Meeting may resolve that this Policy should be reviewed more frequently than once every four years.
7. Any material amendments to this Policy shall require consent of the General Meeting given in the form of a resolution.
8. If it proves necessary for furthering the Company's long-term interests and ensuring its financial stability or profitability, the Supervisory Board may adopt a resolution to temporarily suspend all or some of the rules provided for in this Policy. Such resolution shall specify, in particular, the scope of and the time limit for the suspension and the rules for applying the suspension. In particular, the Supervisory Board may adopt such a resolution in the event of circumstances arising as a result of an extraordinary material change in the socio-economic environment in which the Group entities operate, e.g. an economic crisis, armed conflict, riots, introduction of extraordinary regulatory restrictions or forfeiture, natural disasters or epidemics.
9. The Company's Supervisory Board shall be authorised to specify the details of this Policy in accordance with Article 90d.7 of the Act, within the limits defined by this Policy.

Section 11. Summary of material amendments to the Policy

- 1.The initial Remuneration Policy was adopted by shareholders pursuant to Resolution 20 passed at the Annual General Meeting held on 8 June 2020.
- 2.Acting under Resolution 19, the Annual General Meeting of 23 May 2024 approved amendments to the Policy and adopted the Policy as so revised.
- 3.The version of the Policy previously in force – together with the associated Directors’ Remuneration Reports – was endorsed by shareholders without comment; The relevant shareholder resolutions contained no remarks or objections requiring reflection in the revised Policy.
- 4.The following material amendments have been made to the previous wording of the Remuneration Policy: a) the provisions dealing with the components of Variable Remuneration, in particular the design of the short-term Bonus Scheme and the Incentive Programme, have been elaborated (see Sections 4 and 5 of the Policy);
b) new clauses have been inserted governing the operation of the Incentive Programme (see Section 5 of the Policy).
- 5.The purpose of the amendments was to:
a) enhance the effectiveness of the existing remuneration framework, and b) align the Policy with the implementation of the Incentive Programme.
- 6.In addition, a number of minor editorial adjustments have been made to improve overall clarity and readability of the text.

Section 12. Final provisions

- 1.This Policy shall take effect on the date of its adoption by the Company’s General Meeting.

Section 2.

This Resolution shall come into force upon its adoption.

Statement of reasons for the proposed resolution of the Annual General Meeting of Inter Cars S.A. of 10 June 2025 on amendments to the Remuneration Policy for the Management Board and Supervisory Board of Inter Cars S.A.

Statement of reasons:

The amendment to the resolution wording, compared to the draft presented by the Management Board, concerns Section 7.2. We propose that the maximum share of the Bonus in the total remuneration amount should be maintained at 85%, as provided for in the Remuneration Policy currently in force, and that a maximum limit of a 75% share of the Bonus in the total remuneration amount should be set for the situations where a Management Board member obtains the Right to acquire Company shares under the Incentive Programme in a given year.

Obtaining the Right to participate in the share-based Incentive Programme is an additional component of remuneration for members of the Management Board. In such a case, it is justified to limit the share of the Bonus component in the total remuneration amount.

Draft resolution on item 17 of the agenda:

“Resolution No. [-]
of the Annual General Meeting
of Inter Cars Spółka Akcyjna
dated 10 June 2025

on the adoption of an incentive programme for the Group’s key managers for 2025–2027

Section 1.

Incentive Programme

1.The Annual General Meeting of Inter Cars S.A. of Warsaw (the “Company”) (the “AGM”) hereby resolves to adopt a long-term incentive programme (the “Programme” or “LTIP”) for (i) selected members of the Company’s Management Board (the “Management Board Members”), and (ii) selected key managers within the Company’s group (the “Group”) who serve as directors of Group companies or as employees or independent contractors of the Company or any Group company (“Other Managers”) (the “Programme Participants”). The LTIP is intended to afford Programme Participants the opportunity to acquire ordinary shares in the Company.

2. The purpose of the LTIP is to align the interests of Plan Participants with those of shareholders by incentivising them to deliver the Group's strategic objectives through the maximisation of the Group's consolidated financial performance.

3. The Programme will operate over a three (3)-year performance cycle, covering the financial years 2025, 2026 and 2027. The final tranche of the Programme is to be settled in 2028.

Section 2.

Rules of the Programme

1. The LTIP will operate by granting Programme Participants, under a participation agreement executed in accordance with the Programme Rules (as defined below) (a "Participation Agreement"), a conditional right (a "Right") to acquire ordinary shares in the Company through either of the following mechanisms: (i) the subscription for newly issued ordinary shares of the Company ("New Shares") upon exercise of subscription warrants issued in book-entry form for the purposes of the LTIP ("Subscription Warrants"); or (ii) the purchase of ordinary shares previously repurchased by the Company under an approved share-buyback programme ("Treasury Shares") (New Shares and Treasury Shares are jointly referred to as the "Managerial Shares").

2. Each Right confers the right to acquire one (1) Managerial Share, being either: (i) one (1) New Share upon exercise of a Subscription Warrant; or (ii) one (1) Treasury Share, in each case on the terms set out in the Programme Rules.

3. The Programme, together with the variable-remuneration component programme established pursuant to Resolution No [-] of the Annual General Meeting of the Company held on 10 June 2025 on the establishment of a variable remuneration component for the Inter Cars Group Management (the "Variable Remuneration Programme"), shall comprise no more than 400,000 (four hundred thousand) Managerial Shares in aggregate. The number of Managerial Shares (i) awarded under the Variable Remuneration Programme and (ii) awarded to Other Managers under the Programme shall together represent not less than 60% of the total number of Managerial Shares awarded under both programmes. Conversely, the number of Managerial Shares awarded to Management Board Members under the Programme shall not exceed 40% of the total number of Managerial Shares awarded under both programmes.

4. The Supervisory Board shall determine:

4.1 the number of Managerial Shares to be awarded in each tranche of the Programme and in each corresponding tranche of the Variable Remuneration Programme,

provided that the aggregate number of Managerial Shares awarded under both programmes in any given tranche (i.e. in respect of the same performance period), after taking into account any increase in the number of Rights contemplated by Section 3.5 of Resolution No [-] of the Annual General Meeting of the Company held on 10 June 2025 on the establishment of a variable remuneration component for the Inter Cars Group Management, shall not exceed 100,000 (one hundred thousand);

4.2 the aggregate number of Managerial Shares to be awarded in each tranche to Management Board Members under the Programme; and

4.3 the aggregate number of Managerial Shares to be awarded in each tranche to Other Managers under the Programme.

5. No individual may be a Programme Participant and, at the same time, a participant in the Variable Remuneration Programme. This restriction does not preclude a participant from transferring from the Variable Remuneration Programme into the Programme, provided such transfer is effected in accordance with the LTIP Rules.

6. Rights will be granted to Programme Participants only if: (i) the relevant Programme Participant satisfies the loyalty condition set out in the LTIP Rules; and (ii) the Group meets, for the relevant financial year, the performance condition described in item 7 below.

7. Rights will be awarded to Programme Participants in the following tranches:

7.1 in the first tranche Rights will be granted after the end of the 2025 financial year if the Group achieves (i) consolidated EBITDA of not less than PLN 1,447,302,000 (one billion four hundred forty-seven million three hundred two thousand), and (ii) consolidated revenue of not less than PLN 21,739,417,000 (twenty-one billion seven hundred thirty-nine million four hundred seventeen thousand), and (iii) consolidated earnings per share of not less than PLN 62.50;

7.2 in the second tranche Rights will be granted after the end of the 2026 financial year if the Group achieves (i) consolidated EBITDA of not less than PLN 1,633,927,000 (one billion six hundred thirty-three million nine hundred twenty-seven thousand), and (ii) consolidated revenue of not less than PLN 23,913,358,000 (twenty-three billion nine hundred thirteen million three hundred fifty-eight thousand), and (iii) consolidated earnings per share of not less than PLN 70.50;

7.3 in the third tranche Rights will be granted after the end of the 2027 financial year if the Group achieves (i) consolidated EBITDA of not less than PLN 1,843,405,000 (one billion eight hundred forty-three million four hundred five

thousand), and (ii) consolidated revenue of not less than PLN 26,304,694,000 (twenty-six billion three hundred four million six hundred ninety-four thousand), and (iii) consolidated earnings per share of not less than PLN 84.50; 7.4 in the additional tranche Rights will be granted after the end of 2027 if, in aggregate across the 2025–2027 financial years, the Group achieves (i) consolidated EBITDA of not less than PLN 4,924,634,000 (four billion nine hundred twenty-four million six hundred thirty-four thousand), and (ii) consolidated revenue of not less than PLN 71,957,469,000 (seventy-one billion nine hundred fifty-seven million four hundred sixty-nine thousand), and (iii) consolidated earnings per share of not less than PLN 217.50.

For the purpose of assessing whether these performance conditions have been met, (i) the Group's consolidated EBITDA shall be calculated before recognising the costs of the Programme and the costs of the Variable Remuneration Programme, and (ii) any Rights that are not granted to Programme Participants in a given tranche will lapse and may not be re-awarded in any subsequent tranche.

8. The following persons shall be eligible to participate in the Programme:

8.1 Management Board Members who are named in a resolution of the Supervisory Board designating the individuals entitled to participate in, and to be admitted to, the Programme; and

8.2 Other Managers – each of whom is engaged by the Company under a contract of employment, a management contract, a mandate agreement or any other agreement of a similar nature, or holds office by way of appointment – who are named in a resolution of the Management Board designating the individuals entitled to participate in, and to be admitted to, the Programme (the Supervisory Board resolution and the Management Board resolution shall be referred to jointly as the "Programme Admission Resolution").

9. The number of Rights to be granted to each Programme Participant shall be determined by the Supervisory Board - , in respect of Management Board Members, and by the Management Board, in respect of Other Managers, in each case in accordance with the LTIP Rules. Programme Participants shall be bound by the determination of the Management Board or, in the case of Management Board Members,

- the Supervisory Board, regarding the number of Rights granted to them and the vesting and exercise schedule.

Section 3.

Rules of the Incentive Programme

1. The detailed terms and conditions governing the implementation of the Programme will be set out in the LTIP Rules (the "LTIP Rules"), which shall be adopted by the Management Board of the Company (the "Management Board") and approved by the Supervisory Board of the Company (the "Supervisory Board") by way of resolution.

2. The LTIP Rules may stipulate that the exercise of Rights is additionally subject to certain technical requirements – for example, that a Programme Participant maintains an appropriate brokerage account and provides its details to the Company.

3. The LTIP Rules will specify, among other matters, the vesting schedule, the detailed conditions for granting Rights, and the terms on which Managerial Shares are offered by the Company and acquired by Programme Participants.

4. The LTIP Rules may set out circumstances in which Rights will lapse, including (without limitation) upon their exercise; the expiry or termination of the Programme; the termination of the legal relationship between a Programme Participant and the Company or any member of the Group; gross misconduct by a Programme Participant; or any conduct that is inconsistent with, or detrimental to, the interests, good name or reputation of the Company or any Group company.

5. The LTIP Rules may also specify how Rights are to be awarded to Programme Participants where the Group only partially meets the consolidated EBITDA or consolidated revenue targets, provided that:

5.1 if either component of the performance condition set for a given tranche (see Section 2.7 above) is achieved at below 90% of the target level, no Rights will be granted in that tranche; and

5.2 achievement of either component of the performance condition at above 100% of the target level will not increase the number of Rights granted in that tranche.

Section 4.

Exercise price

1. Each Right will entitle its holder to subscribe for New Shares or to purchase Treasury Shares at a price equal to the arithmetic average of the volume-weighted average daily prices of the Company shares for the one-month period immediately preceding the date on which the General Meeting that adopted this resolution was convened, less a discount of 5%.

2.Subscription Warrants will be issued free of charge.

Section 5.

Verification of conditions and exercise of Rights

1.For each tranche, Programme Participants will be granted the number of Rights specified for them in a resolution of the Management Board (or, in the case of Management Board Members, the Supervisory Board) confirming that the conditions for acquiring Managerial Shares in that tranche have been satisfied (the "Verification Resolution").

2.Where the Verification Resolution authorises the grant of Rights to acquire Treasury Shares, those Rights will vest automatically upon adoption of the Verification Resolution. Where the Verification Resolution authorises the grant of Subscription Warrants, the warrants will be offered to Programme Participants after the Verification Resolution has been adopted, within the period specified in the LTIP Rules. The exercise of Rights to purchase Treasury Shares – or the exercise of Subscription Warrants – relating to any tranche may take place only after a period of twelve (12) months has elapsed from the date of the Verification Resolution.

Section 6.

Termination of the Programme

1.The Programme will terminate automatically upon its full settlement, namely when the Managerial Shares constituting the final tranche have been credited to the securities accounts of the Programme Participants or to an appropriate omnibus account.

2.The General Meeting may, by resolution, bring the Programme to an early close for good cause, being any of the following: (i) a change in law that would render the implementation of the Programme unlawful or impose an excessive financial burden on the Company; (ii) a merger of the Company with another entity; or (iii) the delisting of the Company.

3.If the General Meeting resolves to terminate the Programme early pursuant to Section 6.2 above, the Company will offer Programme Participants an equivalent consideration.

Section 7.

Miscellaneous

1.The Management Board and the Supervisory Board are each authorised and instructed to take any and all acts – whether factual or legal – necessary to give full effect to this resolution and to implement and administer the Programme, including (without limitation):

1.1 adopting the LTIP Rules and carrying out all actions contemplated therein;

1.2 passing the resolutions referred to in Section 2.4 above;

1.3 passing the Programme Admission Resolution;

1.4 notifying eligible individuals of their admission to the Programme and of their ability to enter into Participation Agreements with the Company;

1.5 executing Participation Agreements with Programme Participants;

1.6 passing the Verification Resolutions; and

1.7 amending, repealing or supplementing any of the documents referred to in items 1.1–1.6 above.

2.The subscription for, or acquisition of, Managerial Shares and Subscription Warrants by Programme Participants shall be effected in accordance with all applicable laws and the rules of the Central Securities Depository of Poland (Krajowy Depozyt Papierów Wartościowych S.A.) as in force from time to time.

Section 8.

Entry into force

This Resolution shall come into force upon its adoption.

Statement of reasons:

The amendment to the resolution wording, compared with the draft presented by the Management Board, concerns

Section 2.3 and 2.7.1-2.7.4. It involves increasing the share of Managerial Shares awarded to Other Managers to 60% or more of the total number of Managerial Shares awarded under both Variable Remuneration Programme and Incentive Programme.

- Addition of consolidated earnings per share as a criterion considered when deciding on the grant of the Rights.
- Increasing the participation of Other Managers will emphasise the retention role of the program

Consolidated earnings per share is a key driver of shareholder value and should therefore be included as one of the Incentive Programme criteria.

Draft resolution on item 18 of the agenda:

"Resolution No. [-]
of the Annual General Meeting
of Inter Cars Spółka Akcyjna
dated 10 June 2025

on the establishment of a variable remuneration component for the Inter Cars Group's senior management

Section 1.

Establishment of a variable remuneration component for the Inter Cars Group's senior management

1. The Annual General Meeting of Inter Cars S.A. of Warsaw (the "Company") hereby resolves to adopt a long-term variable-remuneration programme for the management of the Inter Cars Group (the "Programme" or "Variable Remuneration Programme"). The Programme is structured as an incentive scheme for selected directors of the Company's subsidiary and affiliate companies within the Group; and employees and independent contractors of the Company and Group companies who are not Management Board Members (jointly "Programme Participants"), and is intended to afford Programme Participants the opportunity to acquire ordinary shares in the Company.
2. The purpose of the Variable Remuneration Programme is to retain the Group's management team and to align their interests with those of shareholders by incentivising them to deliver the Group's strategic goals through the maximisation of the Group's consolidated financial performance.
3. The Programme will operate over a three (3)-year performance cycle, covering the financial years 2025, 2026 and 2027. The final tranche of the Programme is to be settled in 2028.

Section 2.

Rules of the Variable Remuneration Component Scheme

1. The Programme will operate by granting Programme Participants, under a participation agreement executed in accordance with the Programme Rules (as defined below) (a "Participation Agreement"), a conditional right (an "Right") to purchase ordinary shares of the Company previously repurchased by the Company under an approved share-buyback programme ("Treasury Shares").
2. Each Right will entitle its holder to acquire one (1) Treasury Share on the terms set out in the rules of the Variable Remuneration Programme (the "Programme Rules").
3. The Variable Remuneration Programme, together with the long-term incentive programme adopted by Resolution No [-] of the Annual General Meeting held on 10 June 2025 for the Group's key managers for the 2025-2027 cycle (the "Incentive Programme"), shall comprise no more than 400,000 (four hundred thousand) ordinary shares of the Company (the "Shares") in aggregate, subject to the following allocation limits: the number of Shares granted under the Variable Remuneration Programme together with the number of Shares granted under the Incentive Programme to participants other than the Management Board Members shall be not less than 60% of the total number of Shares granted under across both programmes; and the number of Shares granted to the Management Board Members under the Incentive Programme shall not exceed 40% of that total.
4. The Supervisory Board shall determine the number of Shares to be granted in each tranche of the Variable Remuneration Programme and in each corresponding tranche of the Incentive Programme, provided that the aggregate number of Shares granted under both programmes in any given tranche (i.e., in respect of the same performance period), after taking into account any increase in the number of Rights referred to in Section 3.5 below, shall not exceed 100,000 (one hundred thousand).

5.No individual may participate in both the Variable Remuneration Programme and the Programme. This restriction does not preclude a participant from transferring from the Variable Remuneration Programme into the Incentive Programme, provided such transfer is effected in accordance with the Programme Rules.

6.Rights will be granted to Programme Participants only if: (I) the relevant Programme Participant satisfies the loyalty condition set out in the LTIP Rules; and (ii) the Group meets, for the relevant financial year, the performance condition described in item 7 below.

7.Rights will be awarded to Programme Participants in the following tranches:

7.1in the first tranche Rights will be granted after the end of the 2025 financial year if the Group achieves (i) consolidated EBITDA of not less than PLN 1,447,302,000 (one billion four hundred forty-seven million three hundred two thousand), and (ii) consolidated revenue of not less than PLN 21,739,417,000 (twenty-one billion seven hundred thirty-nine million four hundred seventeen thousand), and (iii) consolidated earnings per share of not less than PLN 62.50;

7.2in the second tranche Rights will be granted after the end of the 2026 financial year if the Group achieves (i) consolidated EBITDA of not less than PLN 1,633,927,000 (one billion six hundred thirty-three million nine hundred twenty-seven thousand), and (ii) consolidated revenue of not less than PLN 23,913,358,000 (twenty-three billion nine hundred thirteen million three hundred fifty-eight thousand), and (iii) consolidated earnings per share of not less than PLN 70.50;

7.3in the third tranche Rights will be granted after the end of the 2027 financial year if the Group achieves (i) consolidated EBITDA of not less than PLN 1,843,405,000 (one billion eight hundred forty-three million four hundred five thousand), and (ii) consolidated revenue of not less than PLN 26,304,694,000 (twenty-six billion three hundred four million six hundred ninety-four thousand) ,and (iii) consolidated earnings per share of not less than PLN 84.50;

7.4in the additional tranche Rights will be granted after the end of 2027 if, in aggregate across the 2025–2027 financial years, the Group achieves (i) consolidated EBITDA of not less than PLN 4,924,634,000 (four billion nine hundred twenty-four million six hundred thirty-four thousand), and (ii) consolidated revenue of not less than PLN 71,957,469,000 (seventy-one billion nine hundred fifty-seven million four hundred sixty-nine thousand), and (iii) consolidated earnings per share of not less than PLN 217.50.

For the purpose of assessing whether these performance conditions have been met, (i) the Group's consolidated EBITDA shall be calculated before recognising the costs of the Variable Remuneration Programme and the costs of the Incentive Programme established by the Company pursuant to Resolution No [-] of the Annual General Meeting of 10 June 2025 on the adoption of a long-term incentive programme for the Group's key managers for 2025–2027; and (ii) any Rights that are not granted to Programme Participants in a given tranche will lapse and may not be re-awarded in any subsequent tranche.

8.Employees or independent contractors of the Company, and directors, employees or independent contractors of the Company's subsidiaries – other than the Management Board Members – who are engaged under a contract of employment, service contract, mandate agreement or any similar arrangement, or who hold office by appointment, shall be eligible to participate in the Variable Remuneration Programme, provided they are named in a resolution of the Management Board designating the individuals admitted to the Programme (the "Programme Admission Resolution").

9.The Management Board shall determine, in accordance with the Programme Rules, the number of Rights to be granted to each Programme Participant. Programme Participants will be bound by the determination of the Management Board regarding the number of Rights granted to them and the vesting and exercise schedule.

Section 3.

Rules of the Programme

1.The detailed terms and conditions governing the implementation of the Programme will be set out in the Rules (the "Programme Rules"), which shall be adopted by the Management Board of the Company (the "Management Board") and approved by the Supervisory Board of the Company (the "Supervisory Board") by way of resolution.

2.The LTIP Rules may stipulate that the exercise of Rights is additionally subject to certain technical requirements – for example, that a Programme Participant maintains an appropriate brokerage account and provides its details to the Company.

3.The Programme Rules will specify, among other matters, the vesting schedule, the detailed conditions for granting Rights, and the terms on which Treasury Shares are offered by the Company and acquired by Programme Participants.

4.The LTIP Rules may set out circumstances in which Rights will lapse, including (without limitation) upon their exercise; the expiry or termination of the Programme; the termination of the legal relationship between a Programme Participant and the Company or any member of the Group; gross misconduct by a Programme Participant; or any conduct that is inconsistent with, or detrimental to, the interests, good name or reputation of the Company or any Group company.

5.The Programme Rules may also specify how Rights are to be awarded to Programme Participants where the Group (a)

falls short of, or (b) exceeds, the applicable consolidated EBITDA or consolidated revenue targets, provided that:

5.1 if either component of the performance condition set for a given tranche (see Section 2.7 above) is achieved at below 90% of the target level, no Rights will be granted in that tranche; and

5.2 achievement of either component of the performance condition at above 105% of the target level will not further increase the number of Rights granted in that tranche.

Section 4.

Exercise price

1. Each Right will entitle its holder to purchase Treasury Shares at a price equal to the arithmetic average of the volume-weighted average daily prices of the Company shares for the one-month period immediately preceding the date on which the General Meeting that adopted this resolution was convened, less a discount of 10%.

Section 5.

Verification of conditions and exercise of Rights

1. For each tranche, Programme Participants will acquire the number of Rights specified for them in a resolution of the Management Board confirming that the conditions for acquiring Treasury Shares in that tranche have been satisfied (the "Verification Resolution").

2. Where the Verification Resolution authorises the grant of Rights to acquire Treasury Shares, those Rights will vest automatically upon adoption of the Verification Resolution. The exercise of Rights to acquire Treasury Shares in any tranche may occur only after six (6) months have elapsed from the date of the Verification Resolution.

3. Programme Participants may dispose of Treasury Shares only after six (6) months have elapsed from the date of acquisition, and then solely in accordance with the Programme Rules.

Section 6.

Termination of the Programme

1. The Programme will terminate automatically upon its full settlement, namely when the Treasury Shares constituting the final tranche have been credited to the securities accounts of the Programme Participants or to an appropriate omnibus account.

2. The General Meeting may, by resolution, bring the Programme to an early close for good cause, being any of the following: (i) a change in law that would render the implementation of the Programme unlawful or impose an excessive financial burden on the Company; (ii) a merger of the Company with another entity; or (iii) the delisting of the Company.

3. If the General Meeting resolves to terminate the Programme early pursuant to Section 6.2 above, the Company will offer Programme Participants an equivalent consideration.

Section 7.

Miscellaneous

1. The Management Board and the Supervisory Board are each authorised and instructed to take any and all acts – whether factual or legal – necessary to give full effect to this resolution and to implement and administer the Programme, including (without limitation):

1.1 adopting the LTIP Rules and carrying out all actions contemplated therein;

1.2 passing the resolution referred to in Section 2.4 above;

1.3 passing the Programme Admission Resolution;

1.4 notifying eligible individuals of their admission to the Programme and of their ability to enter into Participation Agreements with the Company;

1.5 executing Participation Agreements with Programme Participants;

1.6 passing the Verification Resolutions; and

1.7 amending, repealing or supplementing any of the documents referred to in items 1.1–1.6 above.

2. The acquisition of Treasury Shares by Programme Participants shall be effected in accordance with all applicable laws and the regulations of the Central Securities Depository of Poland (Krajowy Depozyt Papierów Wartościowych S.A.) as in force from time to time.

Section 8.

Entry into force

This Resolution shall come into force upon its adoption.

Statement of reasons:

The amendment to the resolution wording, compared with the draft presented by the Management Board, concerns Section 2.3 and 2.7.1-2.7.4 and Section 4.1. It involves increasing the share of Managerial Shares awarded to Other Managers to 60% or more of the total number of Managerial Shares awarded under both Variable Remuneration Programme and Incentive Programme.

- Addition of consolidated earnings per share as a criterion considered when deciding on the grant of the Rights.
- Change to the exercise price by setting the discount to be applied to the market price at 10%
- Increasing the participation of Other Managers will emphasise the retention role of the program

Consolidated earnings per share is a key driver of shareholder value and should therefore be included as one of the Incentive Programme criteria.

The change to the exercise is in line with the OFE PZU Złota Jesień Corporate Governance Rules.

Signed by:

**Arkadiusz
Julke**

Signed with electronic signature by
Arkadiusz Julke
Date: 6 June 2025
15:43:14 +02'00'

**Andrzej
Sołdek**

Signed with electronic
signature by Andrzej Sołdek
Date: 6 June 2025
16:01:53 +02'00'