

REMUNERATION POLICY

European Healthcare
Acquisition & Growth
Company B.V.

1. INTRODUCTION

- 1.1. This remuneration policy (the "**Remuneration Policy**") of European Healthcare Acquisition and Growth Company B.V. (the "**Company**") has been drawn up by the board of the Company (the "**Board**").
This Remuneration Policy was adopted by the general meeting of the Company (the "**General Meeting**") pursuant to article 20 of the articles of association of the Company ("**Articles of Association**"), chapter 3.1 of the Dutch Corporate Governance Code and paragraph 5.1. of the board rules of the Company ("**Board Rules**") on 16 November 2021.
- 1.2. This Remuneration Policy shall be assessed periodically and shall be amended by the Board if and when required or otherwise deemed fit.

2. SCOPE

- 2.1. This Remuneration Policy aims to describe in a clear and understandable manner the policies, principles and elements of remuneration of the executive directors of the Company (the "**Executive Directors**") and the non-executive directors of the Company (the "**Non-Executive Directors**", and jointly with the Executive Directors, the "**Directors**"). For the purposes of this Remuneration Policy, it is emphasized that until a Business Combination (as defined below) has occurred, the Company will not have employees.
- 2.2. This Remuneration Policy is based on the following remuneration principles:
 - a. it aims to attract, retain and motivate talented and skilled individuals while protecting and promoting the objectives and strategy of the Company, with due observance of the long-term value creation for the Company and enhancement of the sustainable development of the Company;
 - b. it provides for a market competitive remuneration package that is focused on achieving sustainable financial results aligned with the long-term strategy of the Company and fosters alignment of interests of Directors with shareholders;
 - c. it aims to prevent Directors from acting in their own interests and taking risks that are not in line with the strategy and risk appetite of the Company;
 - d. it is designed in the context of competitive market trends, statutory requirements, corporate governance best practices, the societal context around remuneration and the interests of the Company's shareholders and stakeholders;
 - e. it takes into account the nature of the Company as a "special purpose acquisition company"; and
 - f. it is simple, clear and transparent.

3. GOVERNANCE OF THE REMUNERATION POLICY

- 3.1. This Remuneration Policy will be submitted to the General Meeting for adoption within four years after its previous adoption. Any amendments to this Remuneration Policy are

subject to adoption by the General Meeting at the proposal of the Board. A resolution to adopt this Remuneration Policy shall be adopted by the General Meeting with an absolute majority of the votes cast.

- 3.2. It is envisaged that this Remuneration Policy will be revised upon the Company entering into a business combination with an operating target business or entity by way of a (cross-border) merger, demerger, share exchange, asset acquisition, share purchase, reorganisation or similar acquisition of a target business or entity (a "**Business Combination**").
- 3.3. Following a Business Combination, the remuneration of the Directors, if any, shall be disclosed in the shareholder circular published in connection with the extraordinary General Meeting in which the Business Combination is resolved upon. The remuneration shall conform to applicable laws and regulations and is expected to be in line with market practice for similar sized companies.
- 3.4. All revisions of this Remuneration Policy shall be accompanied by:
 - a. the decision-making process followed for its determination, review and implementation;
 - b. a description and explanation of all material changes; and
 - c. measures to avoid or manage conflicts of interests and pay ratios.
- 3.5. Any subsequent Remuneration Policy adopted in accordance with paragraph 3.1 shall include a description and explanation of how the votes and views of shareholders with respect to this Remuneration Policy have been taken into account.
- 3.6. If the General Meeting does not approve the proposed amendments to this Remuneration Policy, the Company shall continue to comply with the existing Remuneration Policy and shall submit a revised policy for approval at the following General Meeting.
- 3.7. The Non-Executive Directors are responsible for the implementation and monitoring of this Remuneration Policy. In its annual report, the Board will communicate clearly and transparently to the Company's shareholders how this Remuneration Policy has been complied with.

4. REMUNERATION OF EXECUTIVE DIRECTORS

- 4.1. The Remuneration of the Executive Directors shall be determined by the Non-Executive Directors with due observance of this Remuneration Policy.
- 4.2. Each Executive Director will be paid a gross annual fee of EUR 470,000 (excluding reimbursements for certain expenses). Executive Directors will not receive any variable remuneration and will not be granted shares and/or rights to (subscribe for) shares.
- 4.3. Executive Directors will not be entitled to any severance pay and are not eligible to participate in a pension scheme or other pension related benefits.
- 4.4. The Company will take out appropriate professional liability insurance for the benefit of the Executive Directors.
- 4.5. Neither the Company nor any of its subsidiaries shall grant personal loans, guarantees or the like to Executive Directors except within the framework of its usual business

- operations, on conditions which apply to all employees and with the prior approval of the Board. No remission of loans to the Executive Directors shall be granted.
- 4.6. The Company shall reimburse the Executive Directors for reasonable out-of-pocket expenses incurred when fulfilling his or her services under the service agreement (including reasonable travel expenses) and any value added taxes payable thereon provided that the underlying receipts/invoices are provided to the Company.

5. REMUNERATION OF NON-EXECUTIVE DIRECTORS

- 5.1. The remuneration of the Non-Executive Directors shall be determined by the General Meeting and shall reflect the time spent and responsibilities of their roles. The Non-Executive Directors shall from time to time submit a clear and understandable proposal on their remuneration to the General Meeting.
- 5.2. Each Non-Executive Director will be paid a gross annual fee of EUR 40,000. The chairperson of the Board (the "**Chairperson**") will be paid a gross annual fee of EUR 240,000 due to his or her intensive role in connection with the supervising of and the advising to the Executive Directors. Non-Executive Directors will not receive any variable remuneration and will not be granted shares and/or rights to (subscribe for) shares.
- 5.3. Non-Executive Directors will not be entitled to any severance pay and are not eligible to participate in a pension scheme or other pension related benefits.
- 5.4. The Company will take out appropriate professional liability insurance for the benefit of the Non-Executive Directors.
- 5.5. Neither the Company nor any of its subsidiaries shall grant personal loans, guarantees or the like to Non-Executive Directors except within the framework of its usual business operations, on conditions which apply to all employees and with the prior approval of the Board. No remission of loans to the Non-Executive Directors shall be granted.
- 5.6. The Company shall reimburse the Non-Executive Directors for reasonable out-of-pocket expenses incurred when fulfilling his or her services under the service agreement (including reasonable travel expenses) and any value added taxes payable thereon provided that the underlying receipts/invoices are provided to the Company.

6. AGREEMENTS WITH DIRECTORS

- 6.1. Each Executive Director shall enter into a service agreement with the Company, on the following key terms:
- i. each Executive Director shall devote at least 80% of his or her working capacity to the Company;
 - ii. each Executive Director shall undertake not to, neither on a self-employed basis nor as an employee, neither directly nor indirectly, carry out any occupation which directly competes with the business of the Company (or any group or affiliated company) or to render services to any enterprise that directly competes with the business of the Company (or any group or affiliated company) during the term of the service agreement;

- iii. the service agreement shall be effective as of the appointment of each Executive Director and will terminate automatically at the earlier of (a) 24 months following the date on which trading in the class A ordinary shares of the Company commences, or (b) at the completion of the Company's intended business combination with a target company in the healthcare sector; and
- iv. the service agreement shall be governed by the laws of the Federal Republic of Germany.

6.2. The Chairperson shall enter into a service agreement with the Company, on the following key terms:

- i. the Chairperson undertakes during the term of the service agreement not to directly nor indirectly, carry out any occupation which directly competes with the business of the Company (or any group or affiliated company) or to render services to any enterprise that directly competes with the business of the Company (or any group or affiliated company);
- ii. the service agreement is effective as of the appointment of the Chairperson and will terminate automatically at the earlier of (a) 24 months following the date on which trading in the class A ordinary shares of the Company commences, or (b) at the completion of the Company's intended business combination with a target company in the healthcare sector; and
- iii. the service agreement shall be governed by the Federal Republic of Germany.

7. MISCELLANEOUS

- 7.1. The Board is authorised (in its ultimate discretion subject to paragraph 3.1 of this Remuneration Policy, applicable laws and regulations) to adopt, revoke and amend this Remuneration Policy.
- 7.2. In exceptional circumstances only, the Non-Executive Directors, may decide to temporarily derogate from this Remuneration Policy. Exceptional circumstances only cover situations in which the derogation from this Remuneration Policy is necessary to serve the long-term interests and sustainability of the Company as a whole or to assure its viability. The rationale and details of any such deviation will be disclosed in the Company's annual report.