



Paris, June 25, 2025

**Information on the remuneration of Mr. Franck Marilly
(Chief Executive Officer of Rémy Cointreau as of June 25, 2025)**

In a press release dated May 28, 2025, Rémy Cointreau announced the appointment of Mr. Franck Marilly as Chief Executive Officer of the Group, effective as of June 25, 2025.

The Board of Directors, based on the recommendations of the Nomination and Remuneration Committee, approved during its meeting of June 3, 2025, the compensation elements applicable to Mr. Franck Marilly, which will be submitted for approval to the upcoming Annual General Meeting of Shareholders on July 22, 2025.

Fixed Remuneration

In accordance with the compensation policy, Mr. Franck Marilly's annual gross fixed compensation has been set at €800,000. For the 2025-26 fiscal year, Mr. Franck Marilly's fixed compensation will be calculated on a *pro rata temporis* basis.

Variable compensation

In accordance with the compensation policy, Mr. Franck Marilly's variable compensation will amount to 100% of his annual fixed compensation if all quantitative performance objectives and individual qualitative and CSR objectives determined each year by the Board of Directors based on the recommendation of the Nomination and Remuneration Committee – are achieved. This variable compensation may reach up to 155% of the annual fixed compensation in the event of outperformance against the set objectives.

The target variable compensation is equally split between quantitative objectives (50%) and qualitative objectives, including individual and CSR criteria (50%).

Performance shares

In accordance with the Chief Executive Officer, the Board of Directors applies the criteria set by the Corporate Governance Code for listed companies in terms of performance share plans – specifically regarding the percentage of total compensation and the proportion of shares granted relative to the overall allocation approved by the Annual General Meeting. This approach is consistent with the Company's historical valuation practices.

In accordance with the Compensation Policy, starting from the 2025-26 fiscal year, the Company will annually grant Mr. Franck Marilly performance shares, subject to an acquisition period, a presence condition assessed on the

acquisition date, and performance conditions to be defined each year by the Board of Directors based on the recommendation of the Nomination and Remuneration Committee.

Pursuant to the 30th resolution approved by the Annual General Meeting of July 18, 2024, the maximum number of shares granted to the Chief Executive Officer may not exceed 0.2% of the share capital on the date of the Board's allocation decision, over a 38-month period.

Onboarding Indemnity

The Board of Directors, based on the recommendation of the Nomination and Remuneration Committee, may grant an onboarding indemnity to a new executive corporate officer recruited from outside the Group. This indemnity is intended in particular to compensate for the loss of benefits previously enjoyed by the executive and to enable the Group to attract top international leadership talent in its industry. In this context, during its meeting of June 3, 2025, the Board decided that the new Chief Executive Officer would receive a gross onboarding indemnity of €470,000, payable in July 2025.

This grant is subject to approval by the Annual General Meeting convened to approve the financial statements for the fiscal year ended March 31, 2025, in accordance with Article L. 22-10-30 II of the French Commercial Code.

Supplementary Defined-Benefit Pension Plan (Article L. 242-1 of the French Social Security Code)

Mr. Franck Marilly will benefit from the pension scheme established by the Company. The Company's commitment is limited to the payment of contributions to the insurance company managing the plan.

Severance pay

Mr. Franck Marilly is entitled to a severance pay equal to 24 months of remuneration (including fixed and variable compensation) based on the average of the last 24 months preceding the termination or non-renewal of his corporate mandate. This indemnity is payable only in the event of forced departure. It will not be due in cases of serious misconduct, gross negligence, or if the company is in a situation of failure.

The payment of this indemnity is subject to the following quantitative and qualitative performance conditions:

- **Performance criterion related to the Company's situation:** In the event of a failure situation, the Board of Directors may decide to waive all or part of the severance payment. The company's situation will be assessed based on the results for the two most recent fiscal years
- **Quantitative performance criteria:** If the quantitative results (validated by the Board and used to calculate bonuses for Executive Committee members) are below 75% of budgeted targets, no severance indemnity will be paid. If the results are equal to or exceed 75% of budgeted targets, the indemnity will be equal to 24 months of gross compensation multiplied by the applicable percentage (up to 100%). For example, if the applicable percentage is 87.5%, the indemnity will be 21 months. The percentage used for the calculation will be the average over the two most recent fiscal years.
- **Qualitative performance criterion:** The Board of Directors may adjust the amount of the indemnity – calculated based on the quantitative criteria and expressed as a percentage of annual gross compensation – in light of qualitative performance. The selected criterion will be the company's ESG rating, in particular

from agencies such as Vigeo, or any other environmental rating agency. The final indemnity will remain capped at 24 months of compensation as defined above.

Non-compete Compensation

Mr. Franck Marilly is subject to a non-compete clause prohibiting him from working in a competing sector. As of the date hereof, the competing sector is defined as the manufacture, sale, and distribution of liqueurs and spirits.

This non-compete commitment will apply within a defined geographical area and for a set duration, starting from the effective end date of the corporate mandate.

During this period, Mr. Franck Marilly will receive a gross monthly non-compete compensation equal to 100% of the average gross base monthly salary received over the 12 months preceding the end of the mandate. This clause may right to claim damages.

In accordance with the AFEP-MEDEF Code, it is specified that if the severance indemnity and the non-compete indemnity are paid concurrently in connection with an effective departure from the Company or the Group, the total amount paid shall be capped at 24 months of fixed and variable remuneration.

Benefits of any kind

Mr. Franck Marilly is entitled to the use of a company car, with the Company covering related maintenance, insurance, and operating costs. He will also benefit from Company-covered contributions to a social security guarantee plan for executives.

Additionally, Mr. Franck Marilly will be entitled to the Group's collective healthcare and welfare schemes, available to all employees. The Company's commitment is limited to the payment of contributions to the insurance company managing these schemes. These schemes include disability, death, incapacity, and medical expenses coverage.