

REMUNERATION POLICY
FOR MEMBERS OF THE MANAGEMENT BOARD AND THE SUPERVISORY BOARD
OF THE COMPANY UNDER THE BUSINESS NAME CREEPY JAR SPÓŁKA AKCYJNA
WITH ITS REGISTERED OFFICE IN WARSAW

This Remuneration Policy for members of the Management Board and the Supervisory Board of the company under the business name Creepy Jar Spółka Akcyjna with its registered office in Warsaw, has been drawn up in its entirety in accordance with the provisions of Article 90d et seq. of the Act of 29 July 2005 on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies (Official Journal of Laws of 2020, item 2080) and adopted by the General Meeting of the Company on 24 June 2021, in accordance with the applicable provisions of the Act.

§1.

GENERAL PROVISIONS

1. Definitions:

- “Shares”** - means shares of the Company issued under the Incentive Scheme;
- “Commercial Companies”** - means the Act of 15 September 2000, Commercial Companies Code (Official Journal of Laws of 2019 item 505 consolidated text);
- “Audit Committee”** - means the audit committee appointed by the Supervisory Board from among its members;
- “Entitled List”** - means a list of Incentive Scheme Participants who have been granted the Entitlement to acquire the Company's Shares during the relevant Incentive Scheme Period;
- “Withdrawal”** - means a withdrawal from the Remuneration Policy described in § 3 of the Remuneration Policy

“Incentive Scheme Period”	- means the duration of the Incentive Scheme covering a period of three calendar years starting from the year in which the Rules and Regulations of the Incentive Scheme were adopted, i.e. 2020, 2021 and 2022;
“Person covered by the Policy”	- all members of the Management Board and the Supervisory Board
“Remuneration Policy”	- means this remuneration policy for the Management Board and the Supervisory Board applicable in the Company;
“Incentive Scheme”	- means the Company's Incentive Scheme adopted by the General Meeting only in the part covering the members of the Management Board;
“Supervisory Board”	- means the supervisory board of the Company;
“Company”	- means Creepy Jar Spółka Akcyjna with its registered office in Warsaw;
“Report”	- means the remuneration report prepared by the Supervisory Board referred to in Article 90g of the Act
“Articles of Association”	- means the articles of association of the Company;
“Participant”	- means the members of the Management Board who entered into the Incentive Scheme Participation Agreement;
“Participation Agreement”	- means the agreement between the Company and the Participant containing individualised conditions of participation in the Scheme;
“Share Entitlement”	- means the granting to the Participants of the Incentive Scheme the right to acquire the Company's Shares at the price specified in the Rules and Regulations of the Incentive Scheme;
“Act”	- means the Act of 29 July 2005 on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading and Public Companies (Official Journal of Laws of 2019 item 623 consolidated text);
“General Meeting”	- means the general meeting of shareholders of the Company;
“Management Board”	- means the management board of the Company.

§2.

RULES FOR ADOPTING AND APPLYING THE REMUNERATION POLICY

1. The purpose of the Remuneration Policy is to set rules for remunerating members of the Company's Management Board and Supervisory Board, including members of the Audit Committee appointed by the Supervisory Board. The solutions adopted in the Remuneration Policy are intended to contribute to the implementation of the business strategy, long-term interests and stability of the Company, taking into account the interests of shareholders. In case of the members of the Management Board, the distinction between fixed remuneration, variable remuneration and fringe benefits is intended to encourage the members of the Management Board to take deliberate actions resulting in the achievement of increasingly better financial results by the Company, while ensuring long-term stability of operations. Moreover, clear determination of remuneration for members of the Supervisory Board will be a guarantee of stable functioning of this body of the Company, due to the fact that members of the Supervisory Board will not be directly dependent on the financial results of the Company. This will result in the exercise of their functions with due care and attention to the day-to-day operations of the Company and its Management Board. The introduction of the Remuneration Policy is also aimed at reducing conflicts of interest within the Company.
2. The Remuneration Policy will also contribute to the transparency of remuneration costs of the members of the Management Board and the Supervisory Board, including members of the Audit Committee, and the principles of their development in the Company.
3. Detailed rules on the remuneration of members of the Management Board, Supervisory Board and Audit Committee should be consistent with the applicable laws and the Company's internal regulations, including in particular the Company's Articles of Association and bylaws adopted on its basis.
4. The Company's business strategy is based on developing the Company's activities by creating, releasing and distributing video and computer games for various platforms.
5. Within the scope of the Remuneration Policy the Management Board is responsible for:
 - a) development of the Remuneration Policy;
 - b) implementation of the Remuneration Policy;
 - c) preparing updates to the Remuneration Policy.
6. Within the scope of the Remuneration Policy the Supervisory Board is responsible for:
 - a) giving its opinion on the Remuneration Policy and its subsequent amendments;
 - b) supervision over the implementation of the Remuneration Policy in the Company;
 - c) reviewing and evaluating the operation of the Remuneration Policy;
 - d) drawing up annual Reports.
7. Within the scope of the Remuneration Policy the General Meeting is responsible for the adoption of the Remuneration Policy and any subsequent material amendments thereto by way of resolution.
8. The Remuneration Policy, updates to the Remuneration Policy, the resolution on the Remuneration Policy with the date of its adoption and the results of the voting as well as the Report are published by the Company on the website www.ir.creepyjar.com.

9. If it is necessary for the Company's long-term interests and financial stability or to ensure the Company's profitability, the Supervisory Board may decide to temporarily withdraw from the Remuneration Policy ("**Withdrawal**").
10. The decision to apply the Withdrawal shall be made by the Supervisory Board by way of a resolution.
11. Prerequisites for the application of the Withdrawal are in particular issues related to the implementation of the Company's objectives set forth in the Incentive Scheme and such actions the failure to undertake of which could adversely affect the Company's ability to fulfil its financial obligations due.
12. The Management Board may apply for the Withdrawal, providing the Supervisory Board with reasons justifying the use of the Withdrawal.
13. The resolution on Withdrawal shall specify in particular:
 - a. the period for which the Withdrawal was applied,
 - b. elements of the Remuneration Policy to which the Withdrawal has been applied,
 - c. the grounds justifying the necessity to apply the Withdrawal.
14. Any Withdrawal must be disclosed in the Report with the information referred to in section 13 of this paragraph.

§3.

STRUCTURE OF REMUNERATION OF THE MEMBERS OF THE MANAGEMENT BOARD

1. Remuneration paid to members of the Management Board is divided into:
 - a) "**Fixed remuneration**", which includes:
 - i. "**Basic remuneration**" - each member of the Management Board receives a monthly remuneration for the performance of their function;
 - ii. "**Remuneration for services**" - if the relevant Board Member provides specialist services to the Company, they receive remuneration for such services;
 - b) "**Variable remuneration**", which includes:
 - i. "**Cash bonuses**" - i.e. bonuses awarded to Board Members by the Supervisory Board for meeting financial and non-financial criteria;
 - ii. "**ESOP Remuneration**" - remuneration awarded in connection with the performance of the Incentive Scheme currently in force,
 - c) "**Fringe Benefits**" - components that do not have a direct monetary character, such as medical care/insurance, including for the benefit of the immediate family members of the Management Board, company cars, sports and recreation programs of the multisport type or insurance of the member of the Management Board in connection with their function (D&O insurance);
collectively referred to as the "**Remuneration**".
2. Members of the Management Board may not receive monetary or non-monetary remuneration from the Company other than described in the Policy, provided that the Policy provides only examples of items of Fringe Benefits.
3. The Company establishes pension and early retirement plans in accordance with the law, if there are circumstances that oblige the Company to establish such plans.

4. The mutual proportions of the Variable remuneration (in respect of Cash bonuses) to the Fixed remuneration for each member of the Management Board may be variable and depend on the achievement of management objectives and conditions affecting the amount of the Variable remuneration. However, the value of the Variable remuneration (as regards Cash bonuses) for a given financial year cannot exceed the amount constituting ten times the total Fixed remuneration for that financial year.
5. The amount of remuneration of the members of the Management Board is disclosed in the Company's financial statement separately for each of the titles listed in section 1 of this paragraph.
6. The Company does not provide for deferment periods for the payment of Remuneration and the possibility to request by the Company the return of variable remuneration components.
7. The General Meeting authorises the Supervisory Board to specify elements of the Remuneration Policy within the scope of a description of certain Remuneration components and to indicate criteria regarding financial and non-financial performance related to the allocation of variable Remuneration components, within the limits previously defined by the General Meeting.

§4.

FIXED REMUNERATION - BASIC REMUNERATION

1. Members of the Management Board receive Basic remuneration for the performance of their duties on the basis of the corporate relationship resulting from their appointment in accordance with the relevant resolution of the Supervisory Board.
2. The amount of the Basic remuneration is determined by the Supervisory Board, based on an analysis of market remuneration rates for members of the management board of companies with a similar business profile and scope of operations, taking into account the needs and capabilities of the Company and respecting the interests of the Company's shareholders and partners.
3. The term of office of each member of the Management Board shall be 5 (five) years and each member of the Management Board shall be appointed for an individual term.
4. A member of the Management Board who has been suspended from holding office is not entitled to receive Basic remuneration during the period of suspension.
5. Due to the way the Company operates, in particular in connection with the exchange of competencies depending on the current needs, the Basic remuneration for all members of the Management Board is equal.
6. The Basic remuneration is paid on the Company's payroll date.
7. The Supervisory Board decides on a change to the Basic remuneration by way of a resolution.

§5.

FIXED REMUNERATION - REMUNERATION FOR SERVICES

1. As long as Members of the Management Board provide the Company with specialist services connected with the production of computer games, Members of the Management Board receive Remuneration for services under civil law agreements concluded with the

Company for specialist services, i.e. service agreements or agreements for specific work which are not connected with their function on the Management Board. Agreements with members of the Management Board indicate in particular the subject matter of the agreement, remuneration for services rendered, the duration of the agreement and the termination period. Agreements should be concluded on an arm's length basis, in writing, in accordance with Article 379 § 1 of the Commercial Companies Code.

2. All agreements with the Members of the Management Board are concluded by the Supervisory Board or the Chairman of the Supervisory Board pursuant to a resolution of the Supervisory Board.
3. Any change in the amount of Remuneration for services shall be decided by the Supervisory Board by way of a resolution. Any such change requires an amendment to the agreement concluded between the Member of the Management Board and the Company.
4. The Remuneration for services shall also include the remuneration for the transfer by the Members of the Management Board to the Company of all economic copyrights to works created by members of Management Board in connection with the provision of specialist services, as well as industrial property rights to products, utility models, development of trademarks made in connection with the provision of specialist services.
5. Agreements for specialist services with Members of the Management Board are concluded for an indefinite period of time.
6. Agreements for specialist services with Members of the Management Board may be terminated by either party to such agreement with a 6 (six) month notice period.
7. A member of the Management Board is entitled to terminate a service agreement without notice period only for important reasons. Important reasons referred to above shall be understood as:
 - a. a liquidation of the Company,
 - b. an illness of the Member of the Management Board preventing them from rendering specialist services to the Company,
 - c. the Company's delay in payment of remuneration for two full months, provided that despite the prior request addressed to the Company for payment made in writing, otherwise being null and void, the Company has not paid the overdue amount within the additional 1-month period for payment indicated in such request.
8. The Company is entitled to terminate a service agreement without notice period only for important reasons, which include in particular a gross violation of duties by a Member of the Management Board, as defined in specific provisions of the agreement, provided that despite a prior request made in writing, otherwise being null and void, the Member of the Management Board did not cease the violation and did not remove all its consequences within the given period of 1 month, or without a request - if due to the nature of violation, it is not possible to cease or remove its consequences and the violation has severely affected the Company.

§6.

VARIABLE REMUNERATION - CASH BONUSES

1. Cash bonuses for each member of the Management Board are granted by the Company in a clear and comprehensive manner, ensuring effective implementation of the Remuneration Policy, by reference to the Company's financial and non-financial performance (pursuant to section 2 below), taking into account the social interest, as well as the Company's contribution to environmental protection and aimed at preventing and eliminating the negative social effects of the Company's operations.
2. A bonus fund is created for Cash bonuses, the allocation of which is decided by the Supervisory Board on the basis of evaluations taking into account such elements as:
 - a) achievement of financial targets assumed for a given financial year,
 - b) contribution of individual board members to the achievement of financial and non-financial objectives,
 - c) overall functioning of the Company, including securing the risks in key areas of its activity,
 - d) financial security of the Company.
3. When establishing non-financial criteria, social interests, the Company's contribution to environmental protection and undertaking actions aimed at preventing and eliminating the negative social effects of the Company's operations are taken into account, in particular:
 - a) performance of additional tasks determined by a resolution of the Supervisory Board, bringing considerable benefits to the Company in such areas as organisational management, finance and image,
 - b) the Company's efforts to promote an active lifestyle,
 - c) taking actions within the Company's sphere of influence to support local institutions and individuals, cooperation with local organisations, programmes for children and young people.
4. The methods used to determine the extent to which the financial and non-financial criteria have been met are as follows:
 - a) verification of compliance with the financial criteria is based on data from the Company's financial statement,
 - b) verification of compliance with non-financial criteria includes verification of data and information supporting compliance with those criteria.
5. The total cash bonus budget may not exceed 6% (six percent) of the Company's net profit for the financial year.
6. The Supervisory Board shall on an annual basis evaluate the Company's financial result and the criteria described in section 2 of this paragraph and on that basis shall adopt, by 30 June of a given financial year, a resolution determining the amount of the bonus fund and the share of individual members of the Management Board in that fund.
7. The mutual proportions of Cash bonuses to Fixed remuneration for each member of the Management Board may be variable and dependent on the achievement of management objectives and conditions affecting the amount of Cash bonuses.
9. If a given Management Board member does not perform their function in the Management Board for the entire financial year (e.g. due to resignation or dismissal), the bonus fund

for the cash bonus for such a member of the Management Board shall be calculated in accordance with the provisions of the above sections and the amount so calculated shall be reduced in proportion to the time during which the given member of the Management Board performed their function. Payment of the cash bonus referred to in this paragraph shall be made after the General Meeting approves the financial statement, but not later than 30 days after approval of the statement.

§7.

VARIABLE RENUMERATION - ESOP RENUMERATION

1. Members of the Management Board may be covered by the Incentive Scheme on terms established by the Supervisory Board in the Rules and Regulations of the Company's Incentive Scheme adopted by the General Meeting. Under the Incentive Scheme, Members of the Management Board are entitled to acquire financial instruments in the form of the Company's shares.
2. The objectives of the Incentive Scheme are defined in the Incentive Scheme Rules and Regulations and may include:
 - a) creation of a long-term mechanism in the Company aimed at motivating members of the Management Board to undertake activities of significant importance to the Company, ensuring long-term growth in the Company's value and its development;
 - b) ensuring professional stability of the members of the Management Board within the Company's structure;
 - c) realisation by the Company of the assumed economic effects and optimisation of its financial results;
 - d) desire to create conditions for rewarding members of the Company's Management Board for their contribution to the growth of the Company's value and the financial results achieved by the Company.
3. Financial instruments (shares) acquired by Members of the Management Board as part of the Incentive Scheme are subject to a lock-up for 12 months from the first day of the month following the granting of the right to acquire shares to the Members of the Management Board. After this date, these financial instruments may be sold without restrictions.

§8.

FRINGE BENEFITS

1. The Company also applies Fringe Benefits for members of the Management Board, including:
 - a) medical care/insurance, including for the benefit of immediate family members;
 - b) the right to use company cars;
 - c) sports and recreation programs of the multisport type;
 - d) insurance of the member of the Management Board in connection with their function (D&O insurance).

§9.

LEGAL RELATIONSHIP BETWEEN MEMBERS OF THE SUPERVISORY BOARD AND THE COMPANY

1. Members of the Supervisory Board shall receive net remuneration pursuant to the corporate relationship arising from their appointment in accordance with the relevant resolution of the General Meeting for the duration of their mandate.
2. The term of office of the members of the Supervisory Board is joint and lasts 5 (five) years.
3. Each member of the Supervisory Board may be re-elected to this function.
4. Members of the Supervisory Board are appointed and dismissed by the General Meeting, subject to the Company's Articles of Association.
5. The mandate of a member of the Supervisory Board expires, at the latest, on the date of the General Meeting approving the financial statement for the last full financial year in which the given member served on the Supervisory Board.

§10.

REMUNERATION STRUCTURE FOR MEMBERS OF THE SUPERVISORY BOARD

1. The remuneration for a member of the Supervisory Board is determined by the General Meeting by way of a resolution.
2. Members of the Supervisory Board are entitled to monthly remuneration.
3. Members of the Supervisory Board performing their functions in the Audit Committee shall be entitled to additional net remuneration in the amount, time and manner of payment determined by the General Meeting.
4. The remuneration of a member of the Supervisory Board is determined taking into account the objective of ensuring objectivity of Members of the Supervisory Board in the performance of their duties. In order to ensure objectivity, the remuneration of members of the Supervisory Board may not be reduced and its payment suspended or cancelled, except as provided for in generally applicable legal provisions.
5. The monthly remuneration of members of the Supervisory Board is paid on the Company's payroll date.
6. Pursuant to Art. 392 § 3 of the Commercial Companies Code, members of the Supervisory Board may apply for reimbursement of costs related to their participation in the work of the Supervisory Board.
7. Members of the Supervisory Board may be covered by the Company's D&O insurance.
8. The General Meeting shall be entitled to grant individual awards to members of the Supervisory Board in the amount indicated in a resolution of the General Meeting. The value of individual awards for a given financial year may not exceed the amount constituting three times the remuneration awarded pursuant to section 2 of this paragraph.
9. The total amount of remuneration of members of the Supervisory Board shall be disclosed in the Company's financial statement.
10. For serving as members of the Supervisory Board, members of the Supervisory Board

may not receive from the Company any other remuneration, whether in cash or in kind, other than described above.

§11.

WORK AND PAY CONDITIONS OF EMPLOYEES OTHER THAN MEMBERS OF THE MANAGEMENT AND SUPERVISORY BOARDS

1. Associates cooperate with the Company on the basis of civil law agreements. This form of cooperation is prevalent in the video game industry. The Company may also employ employees under employment agreement or by using other permissible legal relationships.
2. The Company provides for granting discretionary bonuses to individual associates or employees depending on their overall performance evaluation. Both the granting of a discretionary bonus to an individual associate or employee and the frequency and amount of the discretionary bonus are at the discretion of the Company.
3. The Company provides for an Incentive Scheme for associates and employees.

§12.

AVOIDANCE OF CONFLICTS OF INTEREST

1. In order to avoid conflicts of interest related to the Remuneration Policy, the Company applies the division of competences in connection with determination of individual remuneration, in accordance with the provisions of the Commercial Companies Code.
2. The Management Board is responsible for the preparation and information contained in the Remuneration Policy.
3. The Supervisory Board exercises general supervision over the implementation of the Remuneration Policy on an ongoing basis. In addition, the Supervisory Board prepares an annual remuneration report providing a comprehensive overview of remuneration, including all benefits, regardless of their form, received by or due to individual members of the Management Board and Supervisory Board in the last financial year, in accordance with the Remuneration Policy. The members of the Supervisory Board are responsible for the information contained in the Report.
4. The General Meeting ultimately adopts the Remuneration Policy.
5. The entities implementing the Policy shall investigate the potential for conflicts of interest related to the Policy on an ongoing basis.
6. If any member of the Management Board or Supervisory Board identifies a possible conflict of interest in the information disclosed in the Remuneration Policy, they are obliged to inform the Chairman of the Supervisory Board (in case of knowledge or suspicion concerning members of the Management Board) or the President (in case of knowledge or suspicion concerning members of the Supervisory Board).
7. In case of receipt of the information referred to in section 6 above, the Supervisory Board is obliged to take actions aimed at verifying the information, reviewing the Remuneration Policy and updating the Remuneration Policy in order to eliminate or prevent any identified or potential conflict of interest.

§13.

FINAL PROVISIONS

1. The draft Remuneration Policy was reviewed by the Supervisory Board.
2. The General Meeting ultimately determines the contents of the Remuneration Policy and adopts it.
3. The Supervisory Board reviews the Remuneration Policy at least once a year. Should the need arise, the Supervisory Board requests the General Meeting to adopt a resolution on amending the Remuneration Policy within a period shorter than that specified in section 6 below. The Supervisory Board may submit to the General Meeting a request to amend the Remuneration Policy on its own initiative or upon request of the Management Board.
4. Every year the General Meeting adopts a resolution on approval of the Supervisory Board's Report on the implementation of the Remuneration Policy.
5. The Remuneration Policy shall enter into force with effect from 24 June 2021, through its adoption by resolution of the General Meeting.
6. From the date of entry into force of the Remuneration Policy, remuneration for members of the Management Board and the Supervisory Board is determined in accordance with the provisions of the Remuneration Policy.
7. Matters not regulated by this Remuneration Policy shall be governed by generally applicable laws.