



**MAGNERA CORPORATION
EXECUTIVE AND KEY MANAGER COMPENSATION CLAWBACK POLICY**

(Amended as of November 4, 2024)

Consistent with the core values of Magnaera Corporation (the “Company”), the Compensation Committee of the Company’s Board of Directors (the “Compensation Committee”) has determined that it may be appropriate to recover Incentive-Based Compensation to the extent that it was paid out based on erroneous financial information reported under securities laws or due to misconduct. Any right of recoupment under this Executive and Key Manager Compensation Clawback Policy (this “Policy”) is in addition to, and not in lieu of, any rights and remedies available to the Company pursuant to the Dodd-Frank Compensation Recoupment Policy of the Company.

Pursuant to this Policy, the Compensation Committee may, at its discretion, recoup Incentive-Based Compensation from any current or former Executive Officer or Key Manager directly accountable for the issue which caused a restatement of the Company’s financial statements filed with the U.S. Securities and Exchange Commission due to the material noncompliance of the Company with any financial reporting requirements under securities laws (a “Restatement”), where a lower payment would have been made to the Executive Officer or Key Manager based upon the restated financial results. The Compensation Committee may also recoup Incentive-Based Compensation from any Executive Officer or Key Manager in an upward direct reporting hierarchy to the individual, if the payment was based upon financial results that were subsequently the subject of a Restatement, and a lower payment would have been made to the Executive Officer or Key Manager based upon the restated financial results.

In addition, the Compensation Committee may, at its discretion, recoup Incentive-Based Compensation from any current or former Executive Officer or Key Manager if it determines that the Executive Officer or Key Manager was terminated from employment for “Cause” as such term is defined in the Company’s 2024 Omnibus Incentive Plan or applicable employment agreement or Incentive Based Compensation agreement where such term is defined, or otherwise engaged in: (i) intentional misconduct; or (ii) fraud in performing his or her duties as an Executive Officer or Key Manager of the Company or violated a written Company policy that could be reasonably expected to cause material financial or reputational harm to the Company. In any such case, to the fullest extent permitted by law, the Compensation Committee may require the Executive Officer or Key Manager to reimburse the Company for all or a portion of any Incentive-Based Compensation (a) paid within the 3-year period prior to the date that the Company is required to prepare the Restatement of financial statements that resulted in payments in excess of what the Executive Officer or Key Manager would have received under the restated financial results or (b) paid during any fiscal year in which the Executive Officer’s or Key Manager’s intentional misconduct occurred.

The Compensation Committee may seek direct repayment from the Executive Officer or Key Manager of any amounts to be recovered pursuant to this Policy. The Compensation Committee may elect not to seek recovery to the extent it determines that to do so would (i) be unreasonable or (ii) adversely impact the interests of the Company. In making such determination, the Compensation Committee shall take into account such considerations as it determines appropriate, including, without limitation:

- The likelihood of success to recover the claimed excess compensation under governing law versus the cost and effort involved, and
- Whether the assertion of a claim may prejudice the interests of the Company, including in any related proceeding or investigation.

To the extent permitted by applicable law, amounts to be repaid under this Policy may be recovered by offset against prior or future awards under the Company's short- and long-term incentive programs.

Before the Compensation Committee determines to seek recovery pursuant to this Policy, it shall provide to the applicable Executive Officer or Key Manager written notice and the opportunity to be heard, at a meeting of the Compensation Committee, which may be in-person or telephonic, as determined by the Compensation Committee.

Any determination made by the Compensation Committee under this Policy shall be final, binding and conclusive on all parties.

This Policy does not preclude the Company from taking any other action to enforce an Executive Officer's or Key Manager's obligations to the Company, including termination of employment or instituting civil or criminal proceedings.

This Policy is in addition to the requirements of Section 304 of the Sarbanes-Oxley Act of 2002 that are applicable to the Company's Chief Executive Officer and Chief Financial Officer and the Dodd-Frank Compensation Recoupment Policy of the Company.

The Board of Directors of the Company may amend this Policy from time to time, in its discretion, subject to any limitations under applicable law or regulation.

Definitions

"Executive Officer" shall mean executive officers designated by the Board of Directors of the Company as officers for purposes of Section 16 of the Securities Exchange Act of 1934, as amended.

"Key Manager" shall mean any employee who has participated and received incentive compensation or equity-based grants under the Company's Management Incentive Program, Middle Management Bonus, or Long-Term Incentive Plan during the period in which the Restatement or misconduct was determined to occur.

“Incentive-Based Compensation” shall mean any and all bonuses, equity grants or other awards (including stock options and SOSARs (stock-only stock appreciation rights)) under the Company’s short and long-term incentive plans, programs and/or agreements.

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