Continental Aktiengesellschaft

Hanover

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Invitation to the Annual Shareholders' Meeting

We invite our shareholders to the

Annual Shareholders' Meeting

on Friday, April 25, 2025, at 10:00 a.m. (CEST),

to be held at the

Kuppelsaal, Hannover Congress Centrum,
Theodor-Heuss-Platz 1-3, 30175 Hanover, Germany.

As usual, the Annual Shareholders' Meeting will be transmitted in full as an audio-visual livestream, also accessible to the general public, online at www.continental.com/en/agm. Information on the Annual Shareholders' Meeting, especially on the rights of the shareholders, can also be found under this link.

I. Agenda

1. Documents for the Annual Shareholders' Meeting

Pursuant to Section 176 (1) sentence 1 of the German Stock Corporation Act *(AktG)*, the Executive Board has made the following documents available:

- The adopted annual financial statements of Continental Aktiengesellschaft as of December 31, 2024
- The consolidated financial statements approved by the Supervisory Board as of December 31, 2024
- The summarized management report of Continental Aktiengesellschaft and of the Group for fiscal 2024
- The report of the Supervisory Board
- The proposal of the Executive Board on the appropriation of net income.

Furthermore, the Executive Board has made available the explanatory report of the Executive Board on the information provided pursuant to Section 289a and Section 315a of the German Commercial Code *(HGB)*.

The documents mentioned are available online at www.continental.com/en/agm. The corporate governance statement and the report on corporate governance are also available under this link.

The Supervisory Board approved the annual financial statements and consolidated financial statements prepared by the Executive Board at its meeting on March 12, 2025. Accordingly, the Annual Shareholders' Meeting is not required to take a resolution on agenda item 1 pursuant to the statutory provisions.

2. Resolution on the appropriation of net profit

The Executive Board and the Supervisory Board propose that the net profit of Continental Aktiengesellschaft for fiscal 2024 in the amount of € 5,317,421,249.70 be appropriated as follows:

Distribution of a dividend of € 2.50 per share entitled to dividends:	€ 500,014,957.50
Allocation to other revenue reserves:	€ 4,817,406,292.20
Net income:	€ 5,317,421,249.70

Pursuant to Section 58 (4) sentence 2 *AktG*, the claim to payment of the dividend is due on the third business day following the resolution of the Annual Shareholders' Meeting, i.e. on April 30, 2025.

3. Resolution on the ratification of the actions of the Executive Board members for fiscal 2024

The Executive Board and the Supervisory Board propose that the actions of the members of the Executive Board in office in fiscal 2024 be ratified for this period.

Voting procedures will foresee voting on such proposal with respect to each member of the Executive Board individually.

4. Resolution on the ratification of the actions of the Supervisory Board members for fiscal 2024

The Executive Board and the Supervisory Board propose that the actions of the members of the Supervisory Board in office in fiscal 2024 be ratified for this period.

Voting procedures will foresee voting on such proposal with respect to the ratification of each member of the Supervisory Board individually.

A list containing information on the attendance of individual Supervisory Board members at plenary and committee meetings of the Supervisory Board in fiscal 2024 can be viewed online at www.continental.com/en/agm.

5. Resolution on the appointment of the auditor and Group auditor and of the auditor for the review of interim financial reports for fiscal 2025

Based on the recommendation of the Audit Committee, the Supervisory Board proposes that the following resolutions be adopted:

5.1 PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, Hanover branch, is to be appointed auditor and Group auditor for fiscal 2025.

5.2 PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, Hanover branch, is to be appointed auditor for the review (if any) of interim financial reports to be performed in fiscal 2025.

The Audit Committee stated that its recommendation is free from influence by a third party and that no clause of the kind referred to in Article 16 (6) of Regulation (EU) No. 537/2014 (EU Audit Regulation) has been imposed upon it.

6. Resolution on the appointment of the auditor of sustainability reporting for fiscal 2025

German legislation has yet to adopt Directive (EU) 2022/2464 (CSRD), which includes requirements governing sustainability reporting and its auditing, into national law, even though the deadline for implementation has passed. Article 37 of Directive 2006/43/EC (EU Audit Regulation) in the version of Directive (EU) 2022/2464 (CSRD) stipulates that the statutory auditor or audit firm for the purpose of confirming sustainability reporting shall be appointed by the general meeting of shareholders or members of the entity to be

audited. It can be assumed accordingly that, pursuant to German law, the auditor of sustainability reporting is to be elected by the Annual Shareholders' Meeting.

Based on the recommendation of the Audit Committee, the Supervisory Board proposes that the following resolution be adopted:

> PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, Hanover branch, is to be appointed as auditor of sustainability reporting within the meaning of Directive (EU) 2022/2464 (CSRD) for fiscal 2025. As a precautionary measure for the event that German legislation, in implementing Article 37 of Directive 2006/43/EC (EU Audit Regulation) in the version of Directive (EU) 2022/2464 (CSRD), should require that said auditor is explicitly appointed by the Annual Shareholders' Meeting, auditing of sustainability reporting for fiscal 2025 pursuant to the German legislation governing implementation of Directive (EU) 2022/2464 (CSRD) should thus not be the responsibility of the auditor.

The Audit Committee stated that its recommendation is free from influence by a third party and that no clause of the kind referred to in Article 16 (6) of Regulation (EU) No. 537/2014 (EU Audit Regulation) has been imposed upon it.

7. Resolution on the approval of the remuneration report

The Executive Board and Supervisory Board have prepared a report in accordance with Section 162 *AktG* on the remuneration granted and owed to the individual current or former members of the Executive Board and Supervisory Board in fiscal 2024, which will be submitted to the Annual Shareholders' Meeting for approval in accordance with Section 120a (4) *AktG*.

The remuneration report was audited by the auditor in accordance with Section 162 (3) *AktG* to ascertain whether the legally required information pursuant to Section 162 (1) and (2) *AktG* had been provided. An audit of its content beyond the legal requirements was also conducted by the auditor. Certification of the audit of the remuneration report is appended to the remuneration report.

The remuneration report for fiscal 2024 is available online at www.continental.com/en/agm.

The Executive Board and the Supervisory Board propose that the remuneration report for fiscal 2024 created and audited in accordance with Section 162 *AktG* be approved.

8. Resolution on the approval of the Merger Agreement between Continental Aktiengesellschaft and Continental Automotive GmbH

In preparation for the intended division of the group sectors of the Continental Group into two independent listed companies, which is discussed under agenda item 9, Continental Automotive GmbH, Hanover, as transferring entity, is intended to be merged into Continental Aktiengesellschaft, its sole shareholder, as acquiring entity (hereinafter the "Merger"). As a result, Continental Aktiengesellschaft will become the sole shareholder of Continental Automotive Technologies GmbH, Hanover, whose sole shareholder is currently

Continental Automotive GmbH. Furthermore, the Domination and Profit and Loss Transfer Agreement currently in place between Continental Automotive GmbH and Continental Automotive Technologies GmbH will be transferred to Continental Aktiengesellschaft as part of the Merger.

In order to implement the Merger, Continental Aktiengesellschaft and Continental Automotive GmbH entered into a merger agreement on March 13, 2025 by notarial deed of the notary Dr. Florian Hartl in Hanover (roll of deeds no. 164/2025) (hereinafter the "Merger Agreement").

The Merger Agreement is printed in section II of the invitation (Further information on agenda items) under point 1. Its material terms are as follows:

- Continental Automotive GmbH shall transfer its entire assets including all rights and obligations with economic effect as at January 1, 2025, 00:00 hrs by dissolution without liquidation (*Auflösung ohne Abwicklung*) to Continental Aktiengesellschaft by way of a merger by absorption (*Verschmelzung durch Aufnahme*) pursuant to Section 2 no. 1 of the German Transformation Act (*UmwG*).

- Since Continental Aktiengesellschaft as acquiring company holds all shares in Continental Automotive GmbH as transferring company, the Merger will be effected without consideration.

- If the Merger has not been registered with the commercial register of Continental Aktiengesellschaft by January 7, 2026, Continental Aktiengesellschaft and Continental Automotive GmbH may each withdraw from the Merger Agreement.

- The legal positions of the employees of Continental Aktiengesellschaft under individual and collective employment law will not be affected by the Merger. The Merger will not result in any changes in the operational structure and the operational organization in the establishments of Continental Aktiengesellschaft.

- The representative bodies of Continental Aktiengesellschaft will not change; in particular, no managing director of Continental Automotive GmbH will be appointed as member of the Executive Board of Continental Aktiengesellschaft as a result of the Merger.

- Continental Aktiengesellschaft and Continental Automotive GmbH undertake to issue all deeds and take all other actions which might additionally be necessary or appropriate in connection with the transfer of the assets from Continental Automotive GmbH to Continental Aktiengesellschaft at the time when the Merger takes effect or in connection with the amendment of public registers or other directories.

- The costs incurred in connection with the Merger Agreement and its closing shall be borne by Continental Aktiengesellschaft.

- The Merger Agreement will only become effective if it is approved by the shareholders' meeting of Continental Aktiengesellschaft and the shareholders' meeting of Continental Automotive GmbH.

The Merger Agreement was filed with the commercial register of Continental Aktiengesellschaft in due time.

The Executive Board and the Supervisory Board propose that the following resolution be adopted:

> The Merger Agreement between Continental Aktiengesellschaft and Continental Automotive GmbH of March 13, 2025 is approved.

The following documents are available online from the date of invitation at www.continental.com/en/agmwww.continental.com/en/agm:

- the Merger Agreement,
- the adopted annual financial statements of Continental Aktiengesellschaft and the approved consolidated financial statements as well as the summarized management report of Continental Aktiengesellschaft and of the Group for each of the fiscal years 2022, 2023 and 2024, and
- the adopted annual financial statements of Continental Automotive GmbH for each of the fiscal years 2022, 2023 and 2024.

The documents will also be made available at the Annual Shareholders' Meeting.

As Continental Aktiengesellschaft is the sole shareholder of Continental Automotive GmbH, the preparation of a merger report pursuant to Section 8 (3) sentence 3 lit. a *UmwG*, a merger audit pursuant to Section 9 (2) *UmwG* and the preparation of a merger audit report pursuant to Sections 12 (3), 8 (3) sentence 3 lit. a *UmwG* are not required.

9. Resolution on the approval of the Spin-off and Transfer Agreement between Continental Aktiengesellschaft and Continental Automotive Holding SE

The Executive Board and Supervisory Board of Continental Aktiengesellschaft have resolved that Continental Automotive Technologies GmbH, together with its direct and indirect subsidiaries and shareholdings, and the Domination and Profit and Loss Transfer Agreement in place between Continental Aktiengesellschaft and Continental Automotive Technologies GmbH – after the effective date of the intended Merger discussed under agenda item 8 – be transferred by way of a spin-off by absorption (*Abspaltung zur Aufnahme*) pursuant to Section 123 (2) no. 1 *UmwG* from Continental Aktiengesellschaft as transferring entity to Continental Automotive Holding SE, Munich as acquiring entity (the "Spin-off") and subsequently have Continental Automotive Holding SE, as a separate company, admitted to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange and simultaneously in the sub-segment of the regulated market with additional post-admission obligations (Prime Standard) of the Frankfurt Stock Exchange. It is planned that the company name of Continental Automotive Holding SE will be changed before the Spin-off takes effect.

The operating business of Continental Automotive Technologies GmbH comprises the business activities of the Automotive group sector, which are, for the most part,

operationally and organizationally independent, and the business activities of the Contract Manufacturing group sector of the Continental Group, which are primarily provided by subsidiaries of Continental Automotive Technologies GmbH. The legal independence aims, in particular, to give the Automotive group sector greater flexibility in the further development of its business. The business retained by the Continental Group after the Spin-off will consist of the Tires and ContiTech group sectors. In this way, the Spin-off is intended to fully harness the value and growth potential of the two Groups which will then be independent.

In order to implement the Spin-off, Continental Aktiengesellschaft and Continental Automotive Holding SE entered into a Spin-off and Transfer Agreement on March 13, 2025 by notarial deed of the notary Dr. Florian Hartl in Hanover (roll of deeds no. 165/2025) (hereinafter "Spin-off and Transfer Agreement").

The Spin-off and Transfer Agreement is printed in section II of the invitation (Further information on agenda items) under point 2. Its material terms are as follows:

- With economic effect as at January 1, 2025, 00:00 hrs (hereinafter the "Spin-off Effective Date"), Continental Aktiengesellschaft shall transfer the Spin-off Assets listed below to Continental Automotive Holding SE by way of a spin-off by absorption (*Abspaltung zur Aufnahme*) pursuant to Section 123 (2) no. 1 *UmwG*:

  - its entire direct shareholding in Continental Automotive Technologies GmbH existing when the Merger (discussed under agenda item 8) takes effect, consisting of all shares with serial numbers 4 to 526,568 with a nominal amount of €526,565.00; and

  - the Domination and Profit and Loss Transfer Agreement to which it becomes party as the controlling company when the Merger takes effect,

  (hereinafter collectively referred to as the "Spin-off Assets").

- As consideration for the Spin-off, the shareholders of Continental Aktiengesellschaft shall be granted, free of charge, one registered no-par value share (*auf den Namen lautende Stückaktie*) in Continental Automotive Holding SE for every two no-par value bearer shares (*auf den Inhaber lautende Stückaktien*) in Continental Aktiengesellschaft pro rata in proportion (*verhältniswahrend*) to their respective participations in Continental Aktiengesellschaft. In order to implement the Spin-off, Continental Automotive Holding SE will increase its share capital from €120,000 by €250,007,477.50 to €250,127,477.50 against a contribution in kind (*Sacheinlage*) by issuing 100,002,991 registered no-par value shares (*auf den Namen lautende Stückaktien*). Deutsche Bank AG as trustee shall receive the shares in Continental Automotive Holding SE to be granted and distribute them to the shareholders of Continental Aktiengesellschaft.

- The shares to be granted by Continental Automotive Holding SE shall be entitled to dividends as from January 1, 2025. If the Spin-off Effective Date is postponed, the beginning of the dividend entitlement for the shares to be granted shall be postponed to the new Spin-off Effective Date.

- The Spin-off will take effect upon its registration with the commercial register of Continental Aktiengesellschaft and after the effective date of the intended Merger discussed under agenda item 8. The date of the registration giving effect to the transfer is defined as the "Closing Date". The Closing Date is, therefore, different from the Spin-off Effective Date (January 1, 2025, 0:00 hrs).

- If and to the extent that creditors assert claims against a party to the Spin-off and Transfer Agreement on the basis of Section 133 *UmwG* or other provisions with respect to liabilities, obligations or contingent liabilities for which the respective other party would be liable in accordance with the provisions of the Spin-off and Transfer Agreement, the respective other party shall indemnify such party on first demand from and against the relevant liability, obligation or contingent liability. The same applies in the event that such creditors assert claims to provide security against a party.

- Continental Aktiengesellschaft warrants (*gewährleistet*) to Continental Automotive Holding SE as at the Closing Date that (i) it is the holder of the participation in Continental Automotive Technologies GmbH and that it is entitled to freely dispose of the participation and that the participation is not encumbered with rights of third parties, and (ii) it is entitled to freely dispose of the Domination and Profit and Loss Transfer Agreement and that its claims under that agreement are not encumbered with rights of third parties. No specific condition of the Spin-off Assets and, in particular, no specific qualities or specific value of the Spin-off Assets are agreed. To the extent permitted by law, any further rights and warranties with regard to the Spin-off Assets shall be excluded.

- Continental Aktiengesellschaft and Continental Automotive Holding SE undertake to procure that all declarations will be made, all deeds will be issued and all other actions will be taken which may be necessary or appropriate in order to have all shares in Continental Automotive Holding SE admitted to trading in the regulated market of the Frankfurt Stock Exchange with simultaneous admission to the sub-segment of the regulated market with additional post-admission obligations (Prime Standard) of the Frankfurt Stock Exchange without undue delay (*unverzüglich*) after the Spin-off has taken effect.

- The total value at which the contribution in kind made by Continental Aktiengesellschaft is taken over by Continental Automotive Holding SE shall be equal to the fair value (*Zeitwert*) of the transferred net assets under commercial law. To the extent that this value exceeds the amount of the increase in the share To the extent that this value exceeds the amount by which the share capital of Continental Automotive Holding SE is to be increased, a portion of the excess amount equal to the legally required reserve shall be allocated to the capital reserves pursuant to Section 272 (2) no. 1 of the German Commercial Code (*HGB*) and the amount remaining after such allocation shall be allocated to the Continental Automotive Holding SE capital reserves pursuant to Section 272 (2) no. 4 *HGB*.

- Continental Aktiengesellschaft and Continental Automotive Holding SE shall each bear their own costs for their respective shareholders' meetings and the costs for the respective applications and registrations with the relevant commercial register. The costs

for the joint spin-off report (*Spaltungsbericht*), the spin-off audit (*Spaltungsprüfung*), and the audits in connection with the capital increase against contributions in kind (*Sachkapitalerhöhung*) and the post-formation acquisition (*Nachgründung*) of Continental Automotive Holding SE shall be solely borne by Continental Automotive Holding SE. The costs for the planned stock exchange listing for Continental Automotive Holding SE and the related evidenced costs for advisers (in particular, lawyers and auditors), banks and other service providers shall also be solely borne by Continental Automotive Holding SE. The latter shall not include the costs for the organization and conduct of Continental Aktiengesellschaft's Capital Market Day (*Kapitalmarkttag*) which shall be borne by Continental Aktiengesellschaft itself. Continental AG shall consult with CA Holding SE before engaging additional advisors not already involved in connection with the capital increase against contributions in kind (*Sachkapitalerhöhung*), the post-formation acquisition (*Nachgründung*) or the planned stock exchange listing. The obligation of Continental Automotive Holding SE to bear the costs shall only arise as at the Closing Date. The portion of the costs allocated to Continental Automotive Holding SE as at the Closing Date will initially be advanced by Continental Aktiengesellschaft. Continental Automotive Holding SE will then reimburse this portion of the costs after the Closing Date and upon issuance of an invoice.

- The Spin-off and Transfer Agreement shall only take effect when it has been approved by the respective shareholders' meetings of Continental Aktiengesellschaft and Continental Automotive Holding SE and when the Merger has been registered with the commercial register of Continental Aktiengesellschaft as the acquiring entity of the local court (*Amtsgericht*) of Hanover.

- A Group Separation Agreement is entered into between Continental Aktiengesellschaft and Continental Automotive Holding SE, which is attached as annex to the Spin-off and Transfer Agreement and contains provisions on the legal relationships existing between the aforementioned parties and their respective group companies.

The material terms of the Group Separation Agreement, which is attached as annex to the Spin-off and Transfer Agreement, are as follows:

- If the parties' common assumption that assets, rights and obligations have been allocated in such a way that the parties and their respective Groups will be able to continue their respective activities to the same extent as before the Closing Date and that the functioning of each Group as a whole is secured should turn out to be incorrect, the parties shall, with due regard to their mutual interests, procure that the allocation be adjusted (if applicable, against payment).

- Subject to the more detailed terms of the Group Separation Agreement, Continental Aktiengesellschaft shall ensure that the Automotive Group will have sufficient capital on the basis of the Target Cash and Cash Equivalents available as at the Closing Date. If financial liabilities still exist between companies of the two Groups on the Closing Date, these financial liabilities shall be settled five banking days from the Closing Date.

- Any collateral that has been provided by a company of one Group for liabilities of a company of the other Group shall be discharged by the Closing Date by the parties

endeavoring to ensure that the relevant external third party will release the collateral. If a discharge is not practicable, the parties have agreed on how an indemnification as between the parties shall be effected. The same shall apply if a third party asserts a claim against the company which has provided the collateral.

- In cases in which an event of loss or other circumstances occur or become known at a company of one Group after the Spin-off Effective Date, as a result of which a company of the other Group is entitled (or would be entitled but for the Spin-off) to claim compensation under an insurance policy covering periods prior to the Closing Date, the parties have agreed on provisions which are aimed to ensure that the insurance claim inures to the economic benefit of the injured party.

- Known and unknown legal risks which have their origin prior to the Closing Date are generally allocated between the Groups according to their group sector-specific business activities prior to the Closing Date. If a legal risk cannot be allocated to a group sector, in particular because it originates from actions of the holding functions, the risk shall be allocated equally between the Groups, unless a group sector has contributed to the legal risk by committing a mistake, in which case the risk shall be allocated to that group sector. To the extent that claims are asserted against a company of one Group as a result of a legal risk that is allocated to the respective other Group, the other Group shall indemnify that company.

- The parties shall cooperate with each other in various situations where this is necessary or appropriate due to the fact that both companies were part of the Continental Group, including, but not limited to, sales of parts of business, regulatory or judicial proceedings and internal investigations.

- Expenses incurred until the Closing Date for the separation of shared systems, in particular in the areas of IT, Finance and HR, shall be allocated between the parties in accordance with a separate agreement, taking into account the practice pursued until then in the Continental Group. Separation expenses incurred after the Closing Date shall be borne by each party or their respective Group companies themselves.

- Furthermore, the Group Separation Agreement provides for obligations concerning the surrender of documents and the migration of data as well as for various rights to information and inspection, access to data and retention periods.

- The parties may request information from each other that relates to a period prior to the Closing Date and is necessary to comply with reporting and information obligations imposed by law or an authority or court, including group accounting and financial reporting, or for the review of filing or notification requirements and the implementation of corresponding filing or notification procedures (such as merger control).

- The parties have agreed on provisions to ensure that the Automotive Group will secure the pension claims and similar claims (e.g., with regard to partial retirement) of employees of the Automotive Group independently in the future.

- Operating contracts which are solely or predominantly used by companies of one Group shall be transferred to the companies of that Group. In the case of shared

operating contracts, the parties shall cooperate to ensure that the consent of third parties to the transfer will be obtained or that an agreement with third parties will be reached. If they have not obtained such consent or reached such agreement, the parties shall, as a rule and subject to the precise provisions set out in the Group Separation Agreement, put each other in the position they would have been in if the consent had been obtained or the agreement had been reached.

- By the Closing Date, the parties shall, with due regard to their respective interests, to the extent permitted by law and to the extent reasonable and practicable, enter into the agreements relating to supply relationships, services and intellectual property rights on arm's length terms.

- As a result of the Spin-off, Continental Aktiengesellschaft will incur a so-called contribution gain I. The tax on this contribution gain I shall be borne by Continental Aktiengesellschaft. At Continental Automotive Holding SE (or its subsidiary Continental Automotive Technologies GmbH), this will give rise to a so-called step-up amount and higher depreciations for tax purposes; no remuneration is owed for this.

- In the case of German consolidated tax groups for income tax purposes, the taxes for periods until December 31, 2024 shall be borne by the relevant company that is the person legally liable for the payment of such taxes; if this results in so-called offsetting effects at the other Group, these shall be compensated by a blanket amount. In the case of foreign tax groups, taxes for periods until the end of the relevant tax group shall be borne by the company that economically caused these taxes.

- Transfer taxes (including real estate transfer tax) arising from the Spin-off itself or resulting from the violation of subsequent holding periods within the meaning of Section 6a of the German Real Estate Transfer Tax Act (*GrEStG*) shall be borne by the Automotive companies as the persons legally liable for the payment of such taxes. With regard to the real estate transfer tax arising from the Spin-off itself, Continental Aktiengesellschaft will reimburse Continental Automotive Holding SE for 50% of the real estate transfer tax payable in this respect.

- The parties shall cooperate in tax matters. Special consideration shall be given to the rights of the party that bears all or the greater part of the taxes.

Upon implementation of the Spin-off, each shareholder of Continental Aktiengesellschaft will receive one of a total of 100,050,991 registered no-par value shares (*auf den Namen lautende Stückaktien*) in Continental Automotive Holding SE for every two no-par value bearer shares (*auf den Inhaber lautende Stückaktien*) in Continental Aktiengesellschaft. After the Spin-off has taken effect, Continental Aktiengesellschaft will still hold the participation in Continental Automotive Holding SE (48,000 shares) which it already held on the date of signing of the Spin-off and Transfer Agreement. The plan is that Continental Aktiengesellschaft will sell these 48,000 shares on the market in a timely manner after the Spin-off has taken effect and the shares in Continental Automotive Holding SE have been listed on the stock exchange. The Spin-off will take place with retroactive effect as at January 1, 2025, 00:00 hrs (Spin-off Effective Date).

The Spin-off and Transfer Agreement was filed with the commercial registers of Continental Aktiengesellschaft and Continental Automotive Holding SE in due time before convening the shareholders' meeting.

Immediately after the Spin-off has taken effect, the shares in Continental Automotive Holding SE are intended to be admitted to stock exchange trading on the basis of a separate securities prospectus, which is not the subject of this resolution. This securities prospectus will contain, inter alia, certain financial information of Continental Automotive Holding SE and is subject to approval by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*). In order to prepare and coordinate the process for the preparation and approval of the securities prospectus in the best possible way, it is intended that the Spin-off will take effect, and that the Executive Board will apply for its registration with the commercial register, only after June 30, 2025.

The Executive Board and the Supervisory Board propose that the following resolution be adopted:

> The Spin-off and Transfer Agreement between Continental Aktiengesellschaft and Continental Automotive Holding SE of March 13, 2025 is approved.
>
> The Executive Board is instructed to apply for registration of the Spin-off with the commercial register only after the end of June 30, 2025 and immediately before the approval of the listing prospectus, the timing of which shall be agreed with the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*), but under no circumstances later than by August 31, 2025.

The Executive Board of Continental Aktiengesellschaft and the executive board of Continental Holding SE explain in detail and provide reasons for the Spin-off in legal and economic terms in their "Joint Spin-off Report" of March 13, 2025. The Spin-off and Transfer Agreement was audited by the court-appointed expert spin-off auditor. The spin-off auditor provided a written audit report on the results of the audit.

The following documents are available online from the date of convocation at www.continental.com/en/agm:

- the Spin-off and Transfer Agreement including its annexes,
- the adopted annual financial statements and the approved consolidated financial statements as well as the summarized management report of Continental Aktiengesellschaft and of the Group for each of the fiscal years 2022, 2023 and 2024,
- the adopted annual financial statements of Continental Automotive Holding SE for the fiscal year 2024,
- the joint spin-off report of the Executive Board of Continental Aktiengesellschaft and the executive board of Continental Automotive Holding SE, and

- the audit report provided by the court-appointed expert spin-off auditor, PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, Hanover branch.

The documents will also be made available at the Annual Shareholders' Meeting.

10. Resolution on the amendment to Section 10 of the Articles of Incorporation on reducing the size of the Supervisory Board

Pursuant to Sections 96 (1), 101 (1) *AktG* and Section 7 (1) sentence 1 no. 3 of the German Co-Determination Act *(MitbestG)*, the Supervisory Board of Continental Aktiengesellschaft is currently composed of ten shareholder representatives and ten employee representatives. After the proposed Spin-off (dealt with under agenda item 9) takes effect, Continental Aktiengesellschaft will likely fall under the size category defined in Section 7 (1) sentence 1 no. 2 *MitbestG*, according to which the Supervisory Board of companies with generally more than 10,000 but not more than 20,000 employees in Germany shall in principle be composed of eight Supervisory Board members representing the shareholders and eight Supervisory Board members representing the employees.

To take this into consideration, the Articles of Incorporation are to be amended to stipulate that a Supervisory Board shall be formed as required by the applicable legal provisions. Consequently, the size of the Supervisory Board may be reduced, given that the number of employees will likely fall below the statutory threshold. A scaled-down Supervisory Board as provided for by the German Co-Determination Act will be proportionate to the size of the company that will result from the reorganization and will be expedient to the goal of more agile decision-making processes.

The Executive Board and the Supervisory Board propose that the following resolution be adopted:

> Section 10 (1) of the Articles of Incorporation will be redrafted as follows:
>
> "The Supervisory Board is constituted according to statutory provisions. The members of the Supervisory Board shall be elected for a term not extending beyond the close of the Annual Shareholders' Meeting that passes the ratification for the fourth fiscal year following commencement of their term in office. The fiscal year in which their term of office begins is not counted."

11. Resolution on the amendment to Section 10 of the Articles of Incorporation on alignment to the requirements of the German Corporate Governance Code

Section 10 (2) of the Articles of Incorporation allows the meeting chair, when electing the shareholder representatives to the Supervisory Board as well as any replacement members, to also conduct the vote using a list with nominations, and thus to hold an election on the basis of a list, rather than on the basis of individual appointment. This option has not been utilized, with a view to recommendation C.15 sentence 1 of the German Corporate Governance Code. The approach that is applied in practice is now to be embedded in the Articles of Incorporation for transparency purposes.

The Executive Board and the Supervisory Board propose that the following resolution be adopted:

> Section 10 (2) of the Articles of Incorporation is to be redrafted as follows:
>
> "The elections of the shareholder representatives to the Supervisory Board and any replacement members shall be conducted on the basis of individual appointment."

12. Resolution on the amendment to Section 10 of the Articles of Incorporation on making resignations of members of the Supervisory Board more flexible

Section 10 (5) of the Articles of Incorporation states that any member of the Supervisory Board and any replacement member may step down from their position in office by submitting appropriate notice to the chairman of the Supervisory Board subject to a notice period of four weeks. With a view to making this regulation explicitly more flexible, the proviso is to be inserted that the chairman of the Supervisory Board may shorten the notice period of waive compliance with the notice period.

The Executive Board and the Supervisory Board propose that the following resolution be adopted:

> Section 10 (5) of the Articles of Incorporation is to be amended to include the following new paragraph 3:
>
> "The Chairman of the Supervisory Board may shorten the notice period of waive compliance with the notice period."

13. Resolution on the amendment to Section 17 of the Articles of Incorporation on making the location of the Annual Shareholders' Meeting more flexible

The Articles of Incorporation do not currently contain any provisions governing the location of the Annual Shareholders' Meeting, resulting in recourse to Section 121 (5) sentence 1 *AktG*, which stipulates that the Annual Shareholders' Meeting shall be held at the Company's registered office. Pursuant to Section 121 (5) sentence 2 *AktG*, it may also be held at the location of a stock exchange where the Company's shares are traded. The person convening the meeting may choose between these two locations at their discretion.

To make the selection of the location of the Annual Shareholders' Meeting more flexible moving forward, the meeting locations stipulated by law are to be transferred to the Articles of Incorporation, and a provision is also to be made that the Annual Shareholders' Meeting may be held in a major German city with a population of more than 150,000 or at any German stock exchange. At the same time, it is to be clarified that the provisions governing the meeting location specified in the Articles of Incorporation do not apply to a virtual Annual Shareholders' Meeting.

The Executive Board and the Supervisory Board propose that the following resolution be adopted:

Section 17 of the Articles of Incorporation is to be amended as follows:

- The following new paragraph 1 will be added:

  "The Annual Shareholders' Meeting shall be held at the Company's registered office, at a German stock exchange or in a German city with a population of more than 150,000. In the case of a virtual Annual Shareholders' Meeting, sentence 1 shall not apply."

- The previous paragraphs 1 to 4 will be retained in the same order and will be renumbered as paragraphs 2 to 5.

14. Resolution on the amendment to Section 21 (4) of the Articles of Incorporation on alignment to statutory provisions

The German Stock Corporation Act provides for the option in Section 175 (2) sentence 4 *AktG* that the documents specified in Section 175 (2) *AktG* (annual financial statements, management report, consolidated financial statements, group management report, report of the Supervisory Board, proposal of the Executive Board on the appropriation of net income, individual financial statements approved by the Supervisory Board pursuant to Section 325 (2a) *HGB*, where appropriate) do not need to be available for inspection at the Company's offices if such documents are accessible on the Company's website from the time the Annual Shareholders' Meeting is convened onward. Section 21 (4) of the Articles of Incorporation does not reflect this option. Accordingly, Section 21 (4) of the Articles of Incorporation is to be deleted and the Articles of Incorporation aligned to the legal situation, which in turn will simplify access to the documents for shareholders and reduce the workload involved for the Company.

The Executive Board and the Supervisory Board propose that the following resolution be adopted:

Section 21 (4) of the Articles of Incorporation will be deleted entirely.

II. Further information on agenda items

1. On agenda item 8: Merger Agreement between Continental Aktiengesellschaft and Continental Automotive GmbH

The Merger Agreement is worded as follows:

Merger Agreement

between

(1) Continental AG with registered office in Hanover as acquiring entity

– hereinafter referred to as ***Continental AG*** –

and

(2) Continental Automotive GmbH with registered office in Hanover as transferring entity

– hereinafter referred to as ***Continental Automotive GmbH*** –

Preamble

Under this Agreement, Continental Automotive GmbH will be merged into Continental AG. According to the most recent shareholder list registered with the commercial register dated June 3, 2022, the sole shareholder of Continental Automotive GmbH, whose share capital of €503,000 is fully paid in, is Continental AG holding an interest in the amount of €503,000 in the company (shares no. 1 to 6). A domination and profit and loss transfer agreement dated March 27, 2001, as amended on March 15, 2023, is in place between Continental AG as the controlling company and Continental Automotive GmbH as the controlled company (the ***DPLTA I***).

Continental Automotive GmbH is currently the sole shareholder of Continental Automotive Technologies GmbH with registered office in Hanover (registered with the commercial register of the local court (*Amtsgericht*) of Hanover under HRB 3669; hereinafter referred to as ***CAT GmbH***). A domination and profit and loss transfer agreement dated February 15, 2021, as amended on November 28, 2022, is in place between Continental Automotive GmbH as the controlling company and CAT GmbH as the controlled company (the ***DPLTA II***). Furthermore, Continental Automotive GmbH holds 51% of the shares in Continental Caoutchouc-Export-GmbH (registered with the commercial register of the local court (*Amtsgericht*) of Hanover under HRB 204411); the remaining 49% of the shares are held by Continental AG. Continental Automotive GmbH does not have any employees.

Continental AG intends to transfer CAT GmbH, together with its direct and indirect subsidiaries and participations, and the DPLTA II by way of a spin-off as transferring entity to Continental Automotive Holding SE as acquiring entity (the ***Spin-off***) and to have Continental Automotive Holding SE listed as a separate group on the stock exchange.

The merger envisaged by this agreement is to be implemented in preparation for the Spin-off because, as a result of the merger, Continental AG will become the sole shareholder of CAT GmbH. The plan is that the merger will first take effect as a result of its registration with the commercial register of Continental AG (in its capacity as acquiring entity under the merger) of the local court (*Amtsgericht*) of Hanover before the Spin-off will be registered with the commercial register of Continental AG (in its capacity as transferring entity under the Spin-off) of the local court of Hanover. This chronological order of the registrations with the commercial register will be ensured by a condition precedent in the Spin-off and Transfer Agreement between Continental AG and Continental Automotive Holding SE. Due to this chronological order, Continental AG will be the direct sole shareholder of CAT GmbH at the time of registration of the Spin-off with the commercial register of Continental AG as transferring entity and will be able to spin off its direct participation in CAT GmbH to Continental Automotive Holding SE.

As a result of the merger, Continental AG will also become a party to the DPLTA II as the controlling company. It is intended that the DPLTA II will subsequently be transferred from Continental AG to Continental Automotive Holding SE by way of the Spin-off so that Continental Automotive Holding SE will replace Continental AG as the controlling company when the Spin-off takes effect. As a result of the merger, the DPLTA I will be extinguished by confusion.

Furthermore, as a result of the merger, *inter alia*, the 51% participation held by Continental Automotive GmbH in Continental Caoutchouc-Export-GmbH will be transferred to Continental AG pursuant to Section 20(1) no. 1 UmwG and, as a consequence, Continental Caoutchouc-Export-GmbH will become a wholly-owned subsidiary of Continental AG. The Spin-off will not affect the ownership structure in Continental Caoutchouc-Export-GmbH resulting from the merger.

Now, therefore, the parties agree as follows:

1. Transfer of assets

Continental Automotive GmbH shall transfer its entire assets including all rights and obligations (***Assets***) by dissolution without liquidation (*Auflösung ohne Abwicklung*) to Continental AG by way of a merger by absorption (*Verschmelzung durch Aufnahme*) pursuant to Section 2 no. 1 UmwG.

2. No consideration

Since Continental AG as acquiring entity holds all shares in Continental Automotive GmbH as transferring entity, the merger will be effected without consideration (Section 20(1) no. 3 second half of sentence 1 UmwG). Therefore, the information on the exchange of the shares pursuant to Section 5(1) nos. 2 to 5 UmwG is not required (Section 5(2) UmwG). Pursuant to Section 68(1) sentence 1 no. 1 UmwG, the merger will also be effected without a capital increase at Continental AG.

3. Merger Effective Date

The transfer of the Assets of Continental Automotive GmbH shall take effect between the parties with effect as at the end of December 31, 2024. From January 1, 2025, 0:00 hrs (***Merger Effective Date***) until the time when Continental Automotive GmbH ceases to exist pursuant to Section 20(1) no. 2 UmwG, all actions and transactions of Continental Automotive GmbH shall be treated as being those of Continental AG.

4. Closing balance sheet

4.1 The merger shall be based on the balance sheet of Continental Automotive GmbH as at December 31, 2024, 24:00 hrs as the closing balance sheet within the meaning of Section 17(2) UmwG. The balance sheet date of the closing balance sheet shall be at the same time the effective transfer date for tax purposes (Section 2(1) of the German Transformation Tax Act (*Umwandlungssteuergesetz* – ***UmwStG***).

4.2 Continental Automotive GmbH will recognize the Assets in its closing balance sheet under commercial law at book values. For income tax purposes, Continental Automotive GmbH will also recognize the Assets at book values.

4.3 Continental AG will recognize the Assets in its commercial accounts at fair values. Continental AG will recognize the Assets in its balance sheet for tax purposes at the value contained in the closing balance sheet for tax purposes of Continental Automotive GmbH.

5. Postponement of balance sheet date and Merger Effective Date

5.1 If the merger has not been registered with the commercial register of Continental AG by January 14, 2026, the balance sheet date and the Merger Effective Date will be postponed as follows:

(a) Balance sheet date: By way of derogation from section 3 hereof, the merger shall be based on the closing balance sheet of Continental Automotive GmbH as at December 31, 2025, 24:00 hrs;

(b) Merger Effective Date: By way of derogation from section 3, the Merger Effective Date shall be January 1, 2026, 0:00 hrs.

5.2 If the merger has also not been registered with the commercial register of Continental AG by January 14 of any of the following years, the balance sheet date and the Merger Effective Date will be postponed correspondingly in accordance with section 5.1.

6. Right of withdrawal

If the merger has not been registered with the commercial register of Continental AG by January 7, 2026, both parties may withdraw from this Merger Agreement. Withdrawal must be declared to the other party by registered letter with return receipt and the notary shall be informed in writing. The legal consequences of withdrawal are

governed by Sections 346 et seq. BGB. In this case, the parties shall each bear half of the costs of this Agreement.

7. Membership in the acquiring entity

No membership rights are granted.

8. No special rights and benefits

8.1 The articles of incorporation of Continental AG do not grant any special rights or benefits to individual shareholders, and no measures are intended with regard to these persons.

8.2 No special benefits within the meaning of Section 5(1) no. 8 UmwG are granted to any member of a representative body, or of a supervisory body, of the legal entities involved in the merger, to a managing shareholder, an auditor, or a merger auditor.

8.3 When the merger takes effect, the positions of the members of the management board of Continental Automotive GmbH will end.

9. Consequences of the merger for employees and their representatives

9.1 Continental Automotive GmbH does not have any employees and accordingly there are no employee representative bodies. Therefore, the merger will not have any consequences in this respect.

9.2 The legal positions of the employees of Continental AG under individual and collective employment law will not be affected by the merger.

9.3 The merger will not result in any changes in the operational structure and the operational organization in the establishments of Continental AG.

9.4 Existing works agreements at Continental AG will remain in force without any changes. The merger will not result in any changes to collective bargaining agreements for the employees of Continental AG.

9.5 The existing works councils of Continental AG will remain in office without any changes.

10. Further provisions in connection with the merger

10.1 The company name of Continental AG will remain unchanged.

10.2 The Assets of Continental Automotive GmbH do not include real property.

10.3 The representative bodies of Continental AG as acquiring entity will not change; in particular, no managing director of Continental Automotive GmbH will be appointed as member of the executive board of Continental AG as a result of the merger.

10.4 The procurations (*Prokuren*) and powers of attorney (*Handlungsvollmachten*) currently existing at Continental Automotive GmbH will be transferred to Continental AG as part of the merger. They will be revoked after the merger has taken effect.

10.5 The Parties shall make all declarations, issue all deeds and take all other actions which might additionally be necessary or appropriate in connection with the transfer of the Assets from Continental Automotive GmbH to Continental AG at the time when the merger takes effect or in connection with the amendment of public registers or other directories. Continental Automotive GmbH grants Continental AG power of attorney to the fullest extent permitted by law to make any declarations that are necessary or useful to fulfill these obligations. This power of attorney shall continue to be valid beyond the effectiveness of the merger.

10.6 Should any provisions of this Agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement. The same shall apply if it turns out that this Agreement contains any gap. The parties undertake to replace any such invalid or unenforceable provision or to fill any such gap with an appropriate replacement provision that comes as close as possible to the content of the invalid or unenforceable provision.

10.7 This Merger Agreement will only become effective if it is approved by the shareholders' meeting of Continental AG and the shareholders' meeting of Continental Automotive GmbH by means of a merger resolution pursuant to Sections 13(1), 50(1), 65(1) UmwG.

10.8 This Merger Agreement will be filed with the commercial register in accordance with Section 61 UmwG.

11. Costs

The costs incurred in connection with this Agreement and its closing shall be borne by Continental AG. If the merger does not take effect, the companies involved shall each bear half of the notary fees.

12. Final provisions

Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions of this Agreement. The Parties shall replace any invalid provision with a valid provision that comes closest to the economic result that the parties intended. The same applies if this Agreement contains any gap to be filled.

This Agreement shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction is Hanover.

2. On agenda item 9: Spin-off and Transfer Agreement between Continental Aktiengesellschaft and Continental Automotive Holding SE

The Spin-off and Transfer Agreement is worded as follows:

Continental Aktiengesellschaft

as transferring entity

and

Continental Automotive Holding SE

as acquiring entity

SPIN-OFF AND TRANSFER AGREEMENT

March 13, 2025

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SPIN-OFF AND TRANSFER AGREEMENT

(the ***Spin-off and Transfer Agreement***)

by and between

(1) **Continental Aktiengesellschaft**, registered with the commercial register of the local court (*Amtsgericht*) of Hanover under HRB 3527, having its registered office in Hanover, Germany;

- ***Continental AG*** –

and

(2) **Continental Automotive Holding SE**, registered with the commercial register of the local court (*Amtsgericht*) of Munich under HRB 295655, having its registered office in Munich, Germany;

- ***CA Holding SE***, together with Continental AG the ***Parties*** and each a ***Party*** -

Preamble

(A) At the date of this Spin-off and Transfer Agreement, the share capital of Continental AG amounts to €512,015,316.48 and is divided into 200,005,983 no-par value bearer shares (*auf den Inhaber lautende Stückaktien*). In order to allow for an even division by the share allocation ratio set out in sec. 11 without remainder, Continental AG will ensure that the number of its shares that are entitled to an allocation (*zuteilungsberechtigt*) pursuant to § 131(1) no. 3 sentence 1 of the German Transformation Act (*Umwandlungsgesetz* – ***UmwG***) will amount to 200,005,982 shares at the Closing Date (as defined in sec. 7.1 below).

(B) At the date of this Spin-off and Transfer Agreement, the share capital of CA Holding SE amounts to €120,000.00 and is divided into 48,000 registered no-par value shares (*auf den Namen lautende Stückaktien*). The sole shareholder of CA Holding SE is Continental AG.

(C) Continental AG intends to transfer Continental Automotive Technologies GmbH with registered office in Hanover (registered with the commercial register of the local court (*Amtsgericht*) of Hanover under HRB 3669) (***CAT GmbH***), together with its direct and indirect subsidiaries and participations, as well as a certain domination and profit and loss transfer agreement (as described in more detail in (E) below) by way of a spin-off by absorption (*Abspaltung zur Aufnahme*) as transferring entity to CA Holding SE as acquiring entity (the ***Spin-off***) and subsequently have CA Holding SE, as a separate company, admitted to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange with simultaneous admission to the sub-segment of the regulated market with additional post-admission obligations (Prime Standard) of the Frankfurt Stock Exchange (CA Holding SE, together with its direct and indirect subsidiaries and participations as of the Spin-off, the ***Future Automotive Group***; the Continental Group

without the companies of the Future Automotive Group the ***Future Continental Group***).

(D) The current sole shareholder of CAT GmbH is Continental Automotive GmbH (registered with the commercial register of the local court (*Amtsgericht*) of Hanover under HRB 59424) (***CA GmbH***), whose sole shareholder is Continental AG. However, it is intended to merge CA GmbH into Continental AG prior to the Spin-off in accordance with the provisions of the UmwG (the ***Merger***). The Merger shall take effect as a result of its registration with the commercial register of Continental AG (in its capacity as acquiring entity under the Merger) of the local court (*Amtsgericht*) of Hanover before the Spin-off will be registered with the commercial register of Continental AG (in its capacity as transferring entity under the Spin-off) of the local court (*Amtsgericht*) of Hanover. This chronological order of the registrations with the commercial register will be ensured by the condition precedent set out in sec. 21.1.2. Due to this chronological order, Continental AG will be the direct sole shareholder of CAT GmbH at the time of the registration of the Spin-off with the commercial register of Continental AG as transferring entity and will therefore be able to spin off its direct participation in CAT GmbH to CA Holding SE.

(E) A domination and profit and loss transfer agreement dated February 15, 2021, as amended on November 28, 2022, is in place between CA GmbH as the controlling company and CAT GmbH as the controlled company, which is attached hereto as **Annex (E)** (this agreement, including all rights and obligations as well as ancillary rights and obligations, the ***Domination and Profit and Loss Transfer Agreement***), which will first be transferred from CA GmbH to Continental AG as part of the Merger. It is intended that the Domination and Profit and Loss Transfer Agreement will subsequently be transferred from Continental AG to CA Holding SE as part of the Spin-off so that CA Holding SE will replace Continental AG as controlling company when the Spin-off takes effect.

(F) As consideration for the Spin-off, the shareholders of Continental AG will be granted by CA Holding SE a total of 100,002,991 registered no-par value shares (*auf den Namen lautende Stückaktien*) in CA Holding SE in accordance with this Spin-off and Transfer Agreement in proportion to their respective participations in Continental AG (so-called pro rata spin-off (*verhältniswahrende Abspaltung*)).

(G) Immediately after the Spin-off takes effect, all shares in CA Holding SE (including the 48,000 registered no-par value shares (*auf den Namen lautende Stückaktien*) already in existence at the time of the conclusion of this Spin-off and Transfer Agreement) are intended to be admitted to trading in the regulated market of the Frankfurt Stock Exchange with simultaneous admission to the sub-segment of the regulated market with additional post-admission obligations (Prime Standard) of the Frankfurt Stock Exchange.

Now, therefore, the Parties agree as follows:

I. Spin-off, Spin-off Effective Date and Closing Balance Sheet

1. Spin-off

1.1 Continental AG as the transferring entity shall transfer the Spin-off Assets defined in sec. 6 together with all rights and obligations as a whole to CA Holding SE as the acquiring entity by way of a spin-off by absorption (*Abspaltung zur Aufnahme*) pursuant to Section 123(2) no. 1 UmwG in exchange for shares in CA Holding SE to be granted to the shareholders of Continental AG in accordance with sec. 11 (so-called pro rata spin-off by absorption (*verhältniswahrende Abspaltung zur Aufnahme*)).

1.2 Items of assets and liabilities and other rights and obligations or legal positions of Continental AG which are not attributable to the Spin-off Assets in accordance with this Spin-off and Transfer Agreement or which are expressly excluded from the transfer in this Spin-off and Transfer Agreement shall not be transferred to CA Holding SE.

2. Spin-off Effective Date and Effective Transfer Date for Tax Purposes

2.1 As between Continental AG and CA Holding SE, the Spin-off Assets shall be transferred with effect as at January 1, 2025, 0:00 hrs (the ***Spin-off Effective Date***). From that date, the actions relating to the Spin-off Assets shall, as between Continental AG and CA Holding SE, be deemed to have been taken for the account of CA Holding SE.

2.2 The effective transfer date for tax purposes for the Spin-off is December 31, 2024, 24:00 hrs (the ***Effective Transfer Date for Tax Purposes***).

3. Closing Balance Sheet

The closing balance sheet of the transferring entity pursuant to Sections 125(1) sentence 1, 17(2) UmwG shall be the annual balance sheet of Continental AG as at December 31, 2024, 24:00 hrs, which is part of the annual financial statements of Continental AG for the fiscal year 2024 which was audited by PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft and was issued with an unqualified audit opinion (*uneingeschränkter Bestätigungsvermerk*) (the ***Closing Balance Sheet***).

4. Treatment of the Spin-off Assets for accounting purposes

4.1 Continental AG will recognize the Spin-off Assets in its commercial balance sheet (in connection with the Merger and prior to the Spin-off taking effect) at fair values (*zu Zeitwerten*). Continental AG will decide within the statutory time limits whether it will, to the extent permitted by law, recognize the Spin-off Assets at book values (*zu Buchwerten*) or at different values for income tax purposes.

4.2 CA Holding SE will recognize the Spin-off Assets in its commercial balance sheet at fair values (*zu Zeitwerten*). CA Holding SE will recognize the Spin-off Assets in its

balance sheet for tax purposes at the value contained in the closing balance sheet for tax purposes of Continental AG.

5. Postponement of effective dates

If the Spin-off has not been registered with the commercial register of Continental AG of the local court (*Amtsgericht*) of Hanover by the end of January 23, 2026, the following shall apply: in deviation from sec. 2 above, the Spin-off Effective Date shall be January 1, 2026, 0:00 hrs and the Effective Transfer Date for Tax Purposes shall be December 31, 2025, 24:00 hrs, and, in deviation from sec. 3 above, the balance sheet date for the Closing Balance Sheet of Continental AG shall be December 31, 2025, 24:00 hrs. If the registration is delayed further beyond January 23 of a following year, the effective dates shall be postponed in each case by another year in accordance with the above provision.

II. Spin-off Assets

6. Spin-off Assets and modalities for the transfer

6.1 Continental AG shall transfer to CA Holding SE

6.1.1 its entire direct participation in CAT GmbH existing upon the Merger taking effect, consisting of all shares with serial numbers 4 to 526,568 with a nominal amount of €526,565.00 (the ***Participation***); and

6.1.2 the Domination and Profit and Loss Transfer Agreement to which it becomes party as the controlling company upon the Merger taking effect,

collectively referred to as the ***Spin-off Assets***.

6.2 The transfer shall include all rights and obligations related to the Spin-off Assets, including the entitlement to a distribution of profits from the Participation as well as the rights and obligations under the spun-off Domination and Profit and Loss Transfer Agreement for the period from the Spin-off Effective Date (including, in particular, a right to profit transfer or an obligation to compensate for losses for the fiscal year of CAT GmbH beginning on January 1, 2025). The claims and liabilities under the Domination and Profit and Loss Transfer Agreement relating to the period up to the Effective Transfer Date for Tax Purposes (including, in particular, a right to profit transfer or an obligation to compensate for losses for the fiscal year of CAT GmbH ending on December 31, 2024) shall remain with Continental AG (also as legal successor of CA GmbH as the previous controlling company).

6.3 The Parties shall make all declarations, issue all deeds and take all other actions that might additionally be necessary or appropriate in connection with the transfer of the Spin-off Assets.

7. Taking effect, Closing Date

7.1 The transfer of title to the Spin-off Assets shall take place with effect in rem (*dingliche Wirkung*) upon the registration of the Spin-off with the commercial register of Continental AG of the local court (*Amtsgericht*) of Hanover and thus at the time when the Spin-off takes effect (the ***Closing Date***).

7.2 In the period between the date of this Spin-off and Transfer Agreement and the Closing Date, Continental AG shall (i) only manage the Spin-off Assets in the ordinary course of business and with the diligence of a prudent businessman in compliance with the provisions of this Spin-off and Transfer Agreement, (ii) not dispose of or encumber the Spin-off Assets without the prior consent of CA Holding SE, (iii) not make any withdrawals from the participations comprised in the Spin-off Assets without the prior consent of CA Holding SE, and (iv) not resolve any capital measures or enter into any intercompany agreements with regard to the participations comprised in the Spin-off Assets without the prior consent of CA Holding SE, provided that the consent to capital measures shall not be unreasonably withheld.

8. Catch-all provisions

8.1 If and to the extent that the Spin-off Assets do not already pass to CA Holding SE by operation of law upon registration of the Spin-off by way of universal succession (*Gesamtrechtsnachfolge*), Continental AG shall transfer the Spin-off Assets to CA Holding SE by way of singular succession (*Einzelrechtsnachfolge*). In turn, CA Holding SE is required to consent to the transfer. In their internal relationship (*im Innenverhältnis*), the Parties shall treat each other as if the transfer had occurred in their relationship to third parties (*im Außenverhältnis*) as at the Spin-off Effective Date (taking into account a postponement, if any, pursuant to sec. 5 above).

8.2 In connection with a transfer pursuant to sec. 8.1, the Parties shall initiate and cooperate in all measures and legal acts that may be necessary or appropriate in order to transfer the Spin-off Assets.

8.3 Claims under this sec. 8 shall become time-barred upon expiry of December 31, 2034.

9. Creditor protection and internal settlement

9.1 Unless this Spin-off and Transfer Agreement or the Group Separation Agreement attached hereto as Annex 15 provide for a different allocation of burdens and liability arising from or in connection with the Spin-off Assets, the provisions in secs. 9.2 and 9.3 shall apply.

9.2 If and to the extent that creditors assert claims against Continental AG on the basis of Section 133 UmwG or other provisions with respect to liabilities, obligations or contingent liabilities that are transferred to CA Holding SE in accordance with the provisions hereof, CA Holding SE shall indemnify Continental AG on first demand from and against the relevant liability, obligation or contingent liability. The same applies in the event that such creditors assert claims to provide security against Continental AG.

9.3 If and to the extent that creditors assert claims against CA Holding SE on the basis of Section 133 UmwG or other provisions with respect to liabilities, obligations or contingent liabilities of Continental AG that are not transferred to CA Holding SE in accordance with this Spin-off and Transfer Agreement, Continental AG shall indemnify CA Holding SE on first demand from and against the relevant liability, obligation or contingent liability. The same applies in the event that such creditors assert claims to provide security against CA Holding SE.

10. Warranties

10.1 Continental AG warrants (*gewährleistet*) as at the Closing Date that (i) it is the holder of the Participation and that it is entitled to freely dispose of the Participation and that the Participation is not encumbered with rights of third parties, and (ii) it is entitled to freely dispose of the Domination and Profit and Loss Transfer Agreement and that its claims under that agreement are not encumbered with rights of third parties. Apart from that, no specific condition of the Spin-off Assets and, in particular, no specific qualities or specific value of the Spin-off Assets are agreed.

10.2 To the extent permitted by law, any rights and warranties that might exist pursuant to statutory law or otherwise in addition to those in sec. 10.1 shall be excluded. The provision in this sec. 10.2 shall apply to all rights and warranties of whatever legal nature (contractual, pre-contractual, in tort or otherwise) and, in particular, also to those rights that might result in the reversal or rescission of this Spin-off and Transfer Agreement or might have a similar legal effect.

III. Consideration and capital increase, special rights and benefits

11. Granting of shares, Trustee and capital increase

11.1 As consideration for the transfer of the Spin-off Assets, the shareholders of Continental AG shall be granted, free of charge, one registered no-par value share (*auf den Namen lautende Stückaktie*) in CA Holding SE for every two no-par value bearer shares (*auf den Inhaber lautende Stückaktien*) in Continental AG pro rata in proportion (*verhältniswahrend*) to their respective participations in Continental AG. In total, 100,002,991 registered no-par value shares (*auf den Namen lautende Stückaktien*) in CA Holding SE will be issued to the shareholders of Continental AG.

The shares to be granted pursuant to this sec. 11.1 are the 100,002,991 new shares created by way of the capital increase pursuant to sec. 11.3.

11.2 The shares to be granted by CA Holding SE shall be entitled to dividends as from January 1, 2025. If the Spin-off Effective Date is postponed pursuant to sec. 5, the beginning of the dividend entitlement for the shares to be granted shall be postponed to the new Spin-off Effective Date.

11.3 In order to implement the Spin-off, CA Holding SE will increase its share capital from €120,000 by €250,007,477.50 to €250,127,477.50 against a contribution in kind

(*Sacheinlage*) (Sections 142, 69 UmwG in conjunction with Sections 183, 183a of the German Stock Corporation Act (*Aktiengesetz* – ***AktG***). Accordingly, following the implementation of the capital increase (against contribution in kind) (*(Sach-)Kapitalerhöhung*), each share will represent a pro rata amount of €2.50 of the share capital of CA Holding SE.

11.4 The contribution in kind will be made by transferring the Spin-off Assets. The total value at which the contribution in kind made by Continental AG is taken over by CA Holding SE shall be equal to the fair value (*Zeitwert*) of the transferred net assets under commercial law. To the extent that this value exceeds the amount of the increase in the share capital set forth in sec. 11.3, a portion of the excess amount equal to the legally required reserve shall be allocated to the capital reserves pursuant to Section 272(2) no. 1 of the German Commercial Code (*Handelsgesetzbuch* – ***HGB***) and the amount remaining after such allocation shall be allocated to the capital reserves pursuant to Section 272(2) no. 4 HGB.

11.5 Continental AG shall appoint Deutsche Bank Aktiengesellschaft as trustee (the ***Trustee***) to receive the shares in CA Holding SE to be granted and to distribute them to the shareholders of Continental AG. Possession of the shares to be granted shall be granted to the Trustee prior to the registration of the Spin-off, and the Trustee shall be instructed to deliver the shares to the shareholders of Continental AG after the registration of the Spin-off with the commercial register of Continental AG.

11.6 The Parties undertake to procure that all declarations will be made, all deeds will be issued and all other actions will be taken that may be necessary or appropriate in order to have all shares in CA Holding SE admitted to trading in the regulated market of the Frankfurt Stock Exchange with simultaneous admission to the sub-segment of the regulated market with additional post-admission obligations (Prime Standard) of the Frankfurt Stock Exchange without undue delay (*unverzüglich*) after the Spin-off has taken effect. In particular, the Parties shall cooperate with regard to the preparation of the securities prospectus.

12. No granting of special rights

No rights are granted to individual shareholders or holders of special rights within the meaning of Section 126(1) no. 7 UmwG, and no measures within the meaning of Section 126(1) no. 7 UmwG are intended for such persons.

13. Granting of special benefits

At the date of this Spin-off and Transfer Agreement, the executive board of CA Holding SE consists of two members. Philipp von Hirschheydt is also a member of the executive board of Continental AG and has an employment contract with Continental AG under which his current remuneration is paid. From the date of the planned stock exchange listing of the shares in CA Holding SE, the future employment contracts to be concluded with CA Holding SE are required to comply with the statutory rules of Art. 9(1)(c)(ii) SE Regulation in conjunction with Sections 87, 87a AktG for listed stock corporations and

shall follow the recommendations of the German Corporate Governance Code in the version dated April 28, 2022.

The remuneration system is designed as follows: The remuneration of the executive board members consists of fixed non-performance-related and variable performance-related components, with the level of remuneration being guided by the remuneration in comparable companies in the DAX/MDAX.

The fixed non-performance-related remuneration components comprise the fixed annual salary which is paid in twelve equal monthly installments, additional benefits, such as the provision of a company car and the payment of insurance premiums, as well as a pension allowance.

The variable performance-related remuneration components comprise a short-term remuneration component (Short Term Incentive or STI) as well as a long-term remuneration component (Long Term Incentive or LTI).

In addition to these remuneration components, it is planned to grant a one-time spin-off bonus to each member of the executive board holding office when the Spin-off takes effect The terms of this spin-off bonus shall create an incentive to contribute to the success of the Future Automotive Group over the medium and long term. The spin-off bonus consists of the payment of a gross amount in two tranches. After the gross amount of the bonus has been paid out, the executive board members must invest the resulting net amount in shares of CA Holding SE. The target total value of the gross amount for both tranches is half of the fixed annual salary of the relevant executive board member. Depending on the development of the stock exchange price of the CA Holding SE share, the total volume of the spin-off bonus will be in a range of approximately €1.4 million to approximately €5.7 million.

Apart from that, no special benefits within the meaning of Section 126(1) no. 8 UmwG are granted to members of the executive board or supervisory board of the entities involved in the Spin-off or to an auditor or spin-off auditor.

IV. Provisions under corporate law relating to CA Holding SE and Group Separation Agreement

14. Articles of association of CA Holding SE

14.1 Continental AG undertakes as the sole shareholder of CA Holding SE to adopt an amendment of the articles of association of CA Holding SE prior to the Spin-off taking effect so that these articles of association – with amendments to reflect the terms of the employee involvement agreement to be concluded (see sec. 18.3) and after completion of potential status proceedings (*Statusverfahren*) and subject to minor amendments of the wording – are given the version attached hereto as **Annex 14** prior to the Spin-off taking effect.

14.2 As stated in sec. 18.3, CA Holding SE will in future have a supervisory board whose members will be appointed in accordance with the terms of the employee involvement

agreement to be concluded. Depending on the future terms of the employee involvement agreement, the articles of association of CA Holding SE will have to be amended accordingly.

15. Group Separation Agreement

Continental AG and CA Holding SE have entered into the Group Separation Agreement (*Konzerntrennungsvertrag*) attached hereto in notarized form as **Annex 15**, which forms part of this Spin-off and Transfer Agreement.

V. Consequences of the Spin-off for the employees and their representative bodies

16. Consequences of the Spin-off for the employees

16.1 Since the Spin-off Assets consist of the Participation held by Continental AG in CAT GmbH and the Domination and Profit and Loss Transfer Agreement, the employment relationships of the employees of Continental AG and of the other companies of the Future Continental Group will not be affected by the Spin-off and these employees will remain employed by their respective employer companies. The Spin-off will, in particular, have no consequences for the validity or content of pension commitments that may have been made by the respective employer companies. The Spin-off will also have no consequences under collective bargaining laws for the employees of the Future Continental Group. To the extent that the relevant employer company is bound by collective provisions as party to a collective agreement or by virtue of its membership in an association, this will remain unaffected by the Spin-off. The Spin-off will also not affect the validity of the various share-based remuneration plans (***LTI Plans***) in place in the Continental Group. Remuneration awards under the current LTI Plans of the Continental Group have been granted to employees of companies of the Future Automotive Group. The remuneration awards under the LTI Plans of the Continental Group that have been granted but are still outstanding will either be settled without any changes or will be adjusted to reflect comparable performance indicators of the Future Automotive Group. The details of the transition to performance indicators of the Future Automotive Group have not yet been agreed. The LTI Plan for the period beginning in 2025 provides that, in the event of the Spin-off, the Key Performance Indicators (***KPIs***) shall be linked to targets of the Future Automotive Group. The Future Automotive Group also reserves its right to review the group of eligible employees and the terms of the LTI Plans at a later date with effect for future tranches and to better align them with the focus of the Future Automotive Group. However, no decisions have yet been taken in this respect. Moreover, CA Holding SE reserves its right to consider the introduction of new share-based remuneration plans.

16.2 CA Holding SE has not yet commenced business operations and does not have any employees. Therefore, the Spin-off has no consequences for the employees of CA Holding SE.

16.3 The Spin-off will also have no direct consequences for individual rights of the employees of the other companies of the Future Automotive Group. They will remain employed by their respective employer companies; their employment relationships will not be affected by the Spin-off. In particular, the Spin-off will not affect the validity of the LTI Plans. To the extent that tranches of the LTI Plans that have not yet been terminated or settled as planned are based on the stock exchange price of the Continental AG share, an adjustment may be made as a result of the Spin-off at reasonable discretion. The same applies to the extent that the LPI Plans or other employee remuneration schemes are based on KPIs of the Continental Group; here, too, an adjustment to reflect the situation at the Future Automotive Group may be made. It is intended that the LTI Plan for the period beginning in 2025 will be based (for the time being) on the share price of Continental AG and that a later adjustment may be made at reasonable discretion. With regard to the sustainability criteria, it is intended that, when and to the extent the Spin-off occurs, two different lists of criteria shall apply for the employees of the Future Continental Group and for the employees of the Future Automotive Group. Moreover, the Spin-off will not affect the validity or content of pension commitments that may have been made by the respective employer companies. For the majority of the employees of the Future Automotive Group, these commitments are partly covered by special funds that are currently held in trust by a trustee appointed by the Continental Group under so-called contractual trust arrangements (CTAs). When the Spin-off takes effect, these special funds shall be transferred to a new trustee in order to continue an equivalent security coverage. According to the current planning, Continental Treuhänder e.V. is to be replaced by an external trustee.

16.4 The Spin-off will also have no consequences under collective bargaining laws for the employees of the Future Automotive Group. To the extent that the relevant employer company is bound by collective provisions as party to a collective agreement or by virtue of its membership in an association, this will remain unaffected by the Spin-off.

16.5 On December 17, 2024, Continental AG concluded a framework reconciliation of interests and a partial reconciliation of interests with the group works council of Continental AG for the implementation of transfers of employees from Continental AG (as holding company) to the Automotive, ContiTech and Tires group sectors. In addition, a partial reconciliation of interests was concluded for the Automotive group sector on February 12, 2025, which, among other things, contains provisions regarding the organizational changes in connection with the establishment of the central corporate functions. The concluded group works agreements will continue to apply collectively after the Spin-off of the Automotive group sector, which will leave them unchanged to the extent that they can continue to be performed in accordance with their purpose.

16.6 Within the scope of the general strategic direction, headcount reductions at the establishments of CAT GmbH have been planned, announced and in some case already completed as follows:

16.6.1 Planned reduction targets for the “FRED” project were announced on February 13, 2024. They concern, among others, several sites in Germany and are planned to be implemented by the end of 2025.

16.6.2 As part of the “Transformation 2019-2029” measure, the plant at the Babenhausen site is planned to be closed by December 31, 2026 and the remaining employees are to be laid off.

16.6.3 As part of the “Rhine-Main site consolidation” project, it is planned to relocate the employees of the Schwalbach site by December 31, 2025 and those of the Babenhausen site by December 31, 2026 to the Frankfurt/Main site.

16.6.4 The closure of CAT GmbH’s Wetzlar site is planned and was announced on March 26, 2024. According to the current business planning, the closure is expected to be completed by the end of 2025.

16.6.5 According to the reconciliation of interests concluded on June 4, 2024, the closure of the Gifhorn site is expected to be completed in the first quarter of 2028.

16.6.6 On February 18, 2025, project “Adapt R&D” was announced which, according to the current business planning, will lead to a headcount reduction in the development business areas of several sites in Germany and is expected to be completed by the end of 2026.

16.7 In connection with the Spin-off, the gradual relocation of the production of ESS bellows from the Hanover-Vahrenwald site to Jicin/Czech Republic was announced on January 30, 2025. According to the current business planning, the relocation is expected to be completed by the end of 2026.

16.8 CA Holding SE intends to grant an incentive bonus to a certain limited number of employees at the management levels below the future executive board of CA Holding SE who have special responsibility in connection with the Spin-off and the successful independent operation of the business of the Future Automotive Group. In order to create a specific incentive for the beneficiaries to contribute to the success of the Future Automotive Group also over the medium and long term, the incentive bonus consists of the payment of a gross amount in two tranches. After the payment of the gross amount has occurred, each beneficiary must invest the respective resulting net amount in shares of CA Holding SE. The total target value of the gross amount for both tranches is based on the initial target price of €30 per share and – depending on the position of the beneficiary employee – half a year’s or one year’s gross annual base salary of the beneficiary. 50% of the total target value of the gross amount will be paid out when the shares of CA Holding SE are listed on the stock exchange (***Tranche 1***), with the shares to be acquired under Tranche 1 being subject to a three-year holding period from the date of acquisition of the shares. A further amount will be paid out 18 months after the stock exchange listing of the shares of CA Holding SE (***Tranche 2***), whereby the gross amount to be paid out for Tranche 2 will depend on the development of the stock exchange price of the CA Holding SE share. The shares to be acquired under Tranche 2 are subject to a three-year holding period from the date of acquisition of the shares. Depending on the development of the stock exchange price of the CA Holding SE share, the total volume of the incentive bonus plan will be in a range of approximately €8.3 million to a maximum of approximately €33.4 million.

17. Consequences of the Spin-off for the representative bodies of the employees under works constitution law

17.1 Works councils, youth and trainee representative bodies and representative bodies for disabled persons

17.1.1 The existing establishments in Continental AG and the other establishments in the Continental Group are not affected by the Spin-off. The existence, composition and term of office of the existing works councils and central works councils, of the existing youth and trainee representative bodies and central youth and trainee representative bodies as well as of the representative bodies and central representative bodies for disabled persons will remain unchanged. Works agreements and central works agreements existing at the time when the Spin-off takes effect will continue to apply in the respective establishments or companies after the Spin-off has taken effect.

17.1.2 From the time the Spin-off takes effect, the group works council, the group representative body for disabled persons and the group youth and trainee representative body in the Continental Group will continue to exist but will no longer be responsible for the companies of the Future Automotive Group because CA Holding SE together with its affiliated companies will form a separate group of companies. The separation of the establishments of the Future Automotive Group from the Continental Group in connection with the Spin-off will also result in personnel changes in the composition of the group works council, the group representative body for disabled persons and the group youth and trainee representative body at the level of Continental AG. Accordingly, those members of these bodies who are employees of the Future Automotive Group will cease to be members when the Spin-off takes effect. This currently concerns 20 members of the group works council, one member and two deputy members of the group representative body for disabled persons, and five members of the group youth and trainee representative body. However, group works agreements existing in the Continental Group at the time when the Spin-off takes effect will, as a general rule, continue to apply in the companies of the Future Automotive Group after the Spin-off has taken effect, to the extent that they can be performed in accordance with their purpose. In the event that a group works council will be established at the level of CA Holding SE, these agreements will continue to apply as group works agreements of the Future Automotive Group, and otherwise as central works agreements or works agreements in the companies of the Future Automotive Group.

17.1.3 The establishments currently existing in companies of the Future Automotive Group are also not affected by the Spin-off. The existence, composition and term of office of the works councils and central works councils, of the youth and trainee representative bodies and central youth and trainee representative bodies as well as of the representative bodies and central representative bodies for disabled persons established for them will remain unchanged.

17.1.4 Since CA Holding SE has not yet commenced business operations and does not have any employees, it does not have a works council or a youth and trainee representative body or a representative body for disabled persons. This situation will not change as a direct consequence of the Spin-off. However, after the Spin-off has taken effect, CA Holding SE will be the parent company of the Future Automotive Group. Thus, the prerequisites for establishing a group works council pursuant to Section 54 of the German Works Constitution Act (*Betriebsverfassungsgesetz* – ***BetrVG***) will generally be fulfilled at CA Holding SE. If such a group works council is established, the prerequisites for establishing a group representative body for disabled persons pursuant to Section 180(2) of the Ninth Book of the German Social Code (*Sozialgesetzbuch*) will also be fulfilled.

17.1.5 In addition, after the Spin-off has taken effect, the prerequisites for establishing a European works council in the Future Automotive Group will generally be fulfilled. However, it is intended to establish a Special Negotiating Body (SNB) and to enter into an employee involvement agreement with it in accordance with Section 21 of the German Act on Employee Involvement (*SE-Beteiligungsgesetz* – ***SEBG***). This employee involvement agreement may result in the establishment of an SE works council, in which case the provisions of the German Act on European Works Councils (*Europäisches Betriebsräte-Gesetz*) are not applicable in accordance with Section 47(1) SEBG.

17.2 Company committee and group committee of executive representatives

17.2.1 The existence, composition and term of office of the company committee of executive representatives existing at Continental AG will not be affected by the Spin-off.

17.2.2 After the Spin-off has taken effect, the group committee of executive representatives in the Continental Group will continue to exist as well but will no longer be responsible for the companies of the Future Automotive Group because CA Holding SE together with its affiliated companies will no longer be part of the Continental Group. Furthermore, the separation of the establishments of the Future Automotive Group from the Continental Group in connection with the Spin-off will result in personnel changes in the composition of the group committee of executive representatives of Continental AG. Accordingly, those members of the group committee of executive representatives who are employees of the Future Automotive Group will cease to be members when the Spin-off takes effect. This currently concerns two members of the group committee of executive representatives.

17.2.3 Since CA Holding SE has not yet commenced business operations, a committee of executive representatives has not been established at CA Holding SE. After the Spin-off has taken effect, the prerequisites for establishing a group committee of executive representatives pursuant to Section 21 of the German Executive Committees Act (*Sprecherausschussgesetz*) in the Future Automotive Group will generally be fulfilled.

17.2.4 The existence and composition of the committees of executive representatives currently existing at the companies of the Future Automotive Group will not be affected by the Spin-off.

17.3 Economic committees

17.3.1 The economic committees existing at Continental AG and the other companies of the Continental Group will remain unchanged after the Spin-off.

17.3.2 Since CA Holding SE has not yet commenced business operations and does not have any employees, an economic committee has not been established at CA Holding SE. This situation will not change as a consequence of the Spin-off.

17.3.3 The economic committees currently established at the companies of the Future Automotive Group will remain unchanged after the Spin-off.

18. Consequences of the Spin-off for the co-determination in the supervisory board

18.1 The Spin-off will have no effects on the existence and size of the supervisory board of Continental AG. The same applies, subject to the exception described in the following paragraph, to the term of office of its members. Continental AG will continue to have a co-determined supervisory board in accordance with the provisions of the German Co-Determination Act (*Mitbestimmungsgesetz* – ***MitbestG***), which will, however, in future consist of sixteen instead of twenty members (eight shareholder representatives and eight employee representatives). It is expected that the reduction in the size of the supervisory board will only be effected at the end of the term of office of the current employee representatives on the supervisory board, unless the relevant bodies adopt a resolution on an earlier reduction in the number of its members.

18.2 The employee representatives on the supervisory board of Continental AG are elected by the employees of all companies/establishments of the Continental Group located in Germany. After the Spin-off has taken effect, CA Holding SE and the other companies of the Future Automotive Group will no longer be consolidated companies of Continental AG so that employees of CA Holding SE and the other German companies of the Future Automotive Group will no longer be entitled to vote for and be elected to the supervisory board of Continental AG, and instead will be entitled to vote for and be elected to the supervisory board of CA Holding SE. Therefore, the term of office of those employee representatives on the supervisory board of Continental AG whose employer companies are part of the Future Automotive Group will, pursuant to Section 24(1) MitbestG, expire when the Spin-off takes effect. This currently concerns three members.

18.3 CA Holding SE currently has a supervisory board with three members who were elected by the sole shareholder Continental AG. Since CA Holding SE does not have any employees yet, it does not have any employee representatives on the supervisory board. It is intended to establish a Special Negotiating Body (SNB) and to conclude an employee involvement agreement with it on a voluntary basis in accordance with Section 21 SEBG. It is intended that CA Holding SE will, in future, have a co-determined

supervisory board, the size and organization of which will be governed by the employee involvement agreement to be concluded.

18.4 The shareholder representatives on the supervisory board will be elected by the shareholders' meeting of CA Holding SE, i.e., by Continental AG as its sole shareholder, prior to the Spin-off taking effect.

18.5 CAT GmbH has a co-determined supervisory board which currently consists of 16 members (eight shareholder representatives and eight employee representatives). It is currently not intended that the Spin-off will result in any changes to the number of members of the supervisory board of CAT GmbH. Finally, the Spin-off has no effect on the existence and size of the supervisory boards of the other companies of the Future Automotive Group.

VI. Miscellaneous

19. Costs and taxes

19.1 Unless otherwise provided for in this Spin-off and Transfer Agreement together with its Annexes, the following shall apply with regard to the costs incurred in connection with the notarization of this Spin-off and Transfer Agreement and its implementation until the Closing Date (and the related costs for advisers, banks and other service providers): Continental AG and CA Holding SE shall each bear their own costs for their respective shareholders' meetings and the costs for the respective applications and registrations with the relevant commercial register. The costs for the joint spin-off report (*Spaltungsbericht*), the spin-off audit (*Spaltungsprüfung*), and the audits in connection with the capital increase against contributions in kind (*Sachkapitalerhöhung*) and the post-formation acquisition (*Nachgründung*) of CA Holding SE shall be solely borne by CA Holding SE. The costs for the planned stock exchange listing and the related evidenced costs for advisers (in particular, lawyers and auditors), banks and other service providers shall also be solely borne by CA Holding SE. The latter shall not include the costs for the organization and conduct of Continental AG's Capital Market Day (*Kapitalmarkttag*) which shall be borne solely by Continental AG. The Parties agree that Continental AG shall consult with CA Holding SE before engaging additional advisors not already involved in connection with the capital increase against contributions in kind (*Sachkapitalerhöhung*), the post-formation acquisition (*Nachgründung*) or the planned stock exchange listing. The obligation of CA Holding SE to bear the costs shall only arise as at the Closing Date. The portion of the costs allocated to CA Holding SE as at the Closing Date will initially be advanced by Continental AG. CA Holding SE will then reimburse the costs allocated to it to Continental AG after the Closing Date and upon issuance of an invoice by Continental AG. Further provisions on the allocation of costs in connection with the Spin-off are agreed by the Parties in parts II, III, IV, VI, VIII and X of the Group Separation Agreement (*Konzerntrennungsvertrag*) (see sec. 15) attached hereto as Annex 15.

19.2 Rules for the allocation of tax liabilities are agreed between the Parties in part VIII of the Group Separation Agreement (*Konzerntrennungsvertrag*) attached hereto as Annex 15.

20. Right of withdrawal

In the event that the Spin-off has not taken effect by January 16, 2026 in accordance with sec. 7.1, each Party may withdraw (*zurücktreten*) from this Spin-off and Transfer Agreement by giving written notice to the other Party.

21. Final provisions

21.1 This Spin-off and Transfer Agreement shall take effect when

21.1.1 this Spin-off and Transfer Agreement has been approved by the respective shareholders' meetings of both Parties, and

21.1.2 the Merger has been registered with the commercial register of Continental AG as the acquiring entity of the local court (*Amtsgericht*) of Hanover.

21.2 All disputes arising out of or in connection with this Spin-off and Transfer Agreement or about its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. – DIS*) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three arbitrators. The president of the arbitral tribunal shall be qualified to hold judicial office in the Federal Republic of Germany. The seat of the arbitration shall be Frankfurt/Main. The language of the arbitration shall be German. None of the Parties shall be obligated to provide translations of English documents. The law applicable to the merits shall be the law of the Federal Republic of Germany.

21.3 The Annexes hereto constitute an integral part of this Spin-off and Transfer Agreement.

21.4 Any amendments and additions to this Spin-off and Transfer Agreement, including an amendment or contracting out of this provision, shall be made in writing, unless stricter requirements as to form are prescribed by law.

21.5 Should one or more provisions of this Spin-off and Transfer Agreement be or become void, invalid or unenforceable in whole or in part, this does not affect the validity of this Spin-off and Transfer Agreement and of its remaining provisions. The void, invalid or unenforceable provision shall be deemed replaced by a provision that comes closest in terms of form, substance, time, extent and scope to the economic purpose and intent of the void, invalid or unenforceable provision. The same applies if this Spin-off and Transfer Agreement contains any gaps.

Annex (E) – Domination and Profit and Loss Transfer Agreement

Profit and
Loss Transfer Agreement
- hereinafter "***Agreement***" -

between

Continental Automotive GmbH,
Vahrenwalder Str. 9, 30165 Hanover
- hereinafter "**CA GmbH**" -

and

Continental Automotive Technologies GmbH,
Vahrenwalder Str. 9, 30165 Hanover
hereinafter "**CAT GmbH**" -

Preamble

CA GmbH and CAT GmbH (still operating under the name UMG Beteiligungsgesellschaft mbh at the time of conclusion of the Agreement) entered into a profit and loss transfer agreement on February 15, 2021, effective for the fiscal year 2021 of CAT GmbH. The parties agree that this profit and loss transfer agreement should not form part of the assets spun off as part of the spin-off of the main business operations of CA GmbH to CAT GmbH through the spin-off and transfer agreement dated June 3, 2022, and therefore remains unchanged. With this amendment agreement, the parties intend to make only minor changes to the existing profit and loss transfer agreement, in particular to update the company names and insert a clarifying maturity provision. Should the previous profit and loss transfer agreement have been inadvertently transferred to CAT GmbH as part of the aforementioned spin-off and therefore have been terminated, the consistent contractual intent is hereby seamlessly continued without temporal interruption.

Section 1
Management

(1) **CAT GmbH** subordinates the management of its company to **CA GmbH**.

CA GmbH is therefore entitled to issue instructions to **CAT GmbH**'s management with regard to the management of the company.

(2) **CA GmbH** will exercise the right to issue instructions only through management. Instructions must be provided in writing.

Section 2
Profit transfer

(1) **CAT GmbH** undertakes to transfer its entire profit to **CA GmbH**. The provisions of Section 301 of the German Stock Corporation Act (*Aktiengesetz* – AktG) in its current version apply accordingly, and the maximum amount defined therein must be transferred.

(2) **CAT GmbH** can, with the consent of **CA GmbH**, allocate amounts from the net income to other revenue reserves (Section 272 (3) of the German Commercial Code (*Handelsgesetzbuch* – HGB), provided this is permitted under commercial law and is economically justified based on a reasonable commercial assessment. Other revenue reserves established during the term of this agreement in accordance with Section 272 (3) HGB are to be reversed at the request of **CA GmbH**.

(3) It is not permitted to transfer amounts from the reversal of other revenue reserves pursuant to Section 272 (3) HGB that were established before the start of this agreement, or from capital reserves.

Section 3
Loss transfer

The provisions of § 302 AktG as amended apply accordingly.

§ 4
Maturity

The claims to the transfer of the profit according to Section 2 of this agreement and to the assumption of a net loss according to Section 3 of this agreement become due with effect from the end of the last day of each of **CAT GmbH**'s fiscal years.

Section 5
Entry into force and duration

(1) **CA GmbH**'s Annual Shareholders' Meeting and **CAT GmbH**'s Annual Shareholders' Meeting must approve this agreement.

(2) The agreement enters into force upon its entry in the commercial register of **CAT GmbH**'s registered office and applies – with the exception of the right to issue instructions – retrospectively for the period from the beginning of **CAT GmbH**'s fiscal year in which the entry is made. The right to issue instructions can be exercised after this agreement has been entered in the commercial register of **CAT GmbH**'s registered office.

(3) The agreement may be terminated as of the end of **CAT GmbH**'s fiscal year subject to six months' notice, but no earlier than the end of the day on December 31, 2026. If not terminated, this agreement will be extended by a further fiscal year subject to the same notice period.

(4) The right to terminate this agreement for good cause without observing a notice period remains unaffected. In particular, **CA GmbH** is entitled to terminate the agreement for good cause if it no longer holds a majority interest in **CAT GmbH** or in one of the cases regulated in R 14.5 (6) sentence 2 of the German Corporate Income Tax Rules of 2022 (*Körperschaftsteuer-Richtlinien* – KStR) or an administrative instruction replacing it.

Section 6
Other provisions

The invalidity or unenforceability of one or more provisions of this agreement does not affect the validity of the other provisions.

Hanover, November 28, 2022

Continental Automotive GmbH

[Signature block Continental Automotive GmbH]

Continental Automotive Technologies GmbH

[Signature block Continental Automotive Technologies GmbH]

Annex 14 – Articles of association of CA Holding SE

Continental Automotive Holding SE

Articles of Association

Table of Contents

Abschnitt I
General Provisions

§ 1
Company Name and Registered Office

(1) The Company is a European stock corporation (Societas Europaea). The name of the Company is Continental Automotive Holding SE.

(2) The Company has its registered office in Frankfurt am Main. It is incorporated for an indefinite time period.

§ 2
Purpose of the Company

(1) The purpose of the Company is the management, holding and administration of a group of companies (including joint ventures) that are active in the following areas:

a) the development, manufacture and distribution of parts, system components and complete systems for all kinds of vehicles,

b) the manufacture or procurement of raw materials which are required for the production of these goods.

(2) The Company may itself operate in the areas specified in paragraph 1 or fulfil the Company purpose through subsidiaries and affiliates. The Company may also confine its activity to part of the activities specified in paragraph 1.

(3) The Company shall be entitled to transact all business and to take all measures which appear suitable to directly or indirectly promote the purpose of the Company, in

particular to acquire and dispose of real estate, to establish branches in any domestic or foreign location, to hold participations in other enterprises and to enter into contracts on the pooling of interests and intercompany agreements. The Company may combine enterprises under uniform management and confine itself to the management of the enterprises or the administration of its participation. In particular, the Company is entitled to establish, take over, acquire or hold participations in other enterprises of the same or a similar type. The Company may establish affiliated companies, acquire participations, change their structure, combine them under uniform management or confine itself to the administration of the participation, and sell participations. Furthermore, the Company may enter into intercompany agreements and cooperation agreements of all kind.

§ 3
Announcements and Transmission of Information

(1) Company announcements are made in the Federal Gazette (*Bundesanzeiger*). Where another form of announcement is required by mandatory law, the Federal Gazette shall be replaced by that other form of announcement.

(2) Information to the holders of listed securities of the Company may also be transmitted by means of remote data transmission under the conditions provided for by law.

Abschnitt II
Share Capital and Shares

§ 4
Share Capital

The share capital of the Company amounts to €250,127,477.50. It is divided into 100,050,991 registered no-par value shares (*auf den Namen lautende Stückaktien*).

§ 5
Share Certificates

(1) The Executive Board shall determine the form and content of the share certificates and any profit participation certificates and renewal coupons. The same applies to bonds and interest coupons.

(2) The shares may be certificated in individual, collective and global certificates. The entitlement of the shareholder to demand the issue of share certificates and profit participation certificates is excluded, unless a certificate is required by rules that apply at a stock exchange at which the share is admitted to trading.

Abschnitt III
Constitution

§ 6
Corporate Bodies

(1) The Company has a two-tier management and supervisory structure consisting of a management body (Executive Board) and a supervisory body (Supervisory Board).

(2) The corporate bodies of the Company are

a) the Executive Board,

b) the Supervisory Board as well as

c) the Shareholders' Meeting.

1. The Executive Board

§ 7
Composition and Rules of Procedure

(1) The Executive Board of the Company shall consist of at least two members; otherwise, the Supervisory Board shall determine the number of members of the Executive Board. The appointment of deputy members of the Executive Board shall be permitted. The Supervisory Board may appoint a member of the Executive Board as Chairperson of the Executive Board.

(2) The Supervisory Board is responsible for appointing members of the Executive Board, concluding and revoking their appointments and amending and terminating their employment contracts.

(3) The Executive Board may adopt rules of procedure for itself by unanimous resolution, unless the Supervisory Board issues rules of procedure for the Executive Board.

(4) The members of the Executive Board shall be appointed by the Supervisory Board for a maximum period of five years. Reappointments are permitted.

§ 8
Management and Representation of the Company

(1) The Executive Board is responsible for managing the Company. It shall conduct the Company's business in accordance with the law, the Articles of Association and the rules of procedure for the Executive Board. Without prejudice to the Executive Board's overall responsibility, each member of the Executive Board manages the business area assigned to them by the rules of procedure independently.

(2) The Company is legally represented by two members of the Executive Board or by one member of the Executive Board jointly with an authorized signatory (*Prokurist*).

(3) The Supervisory Board may exempt individual or all members of the Executive Board, either generally or in individual cases, from the prohibition of multiple representation under Section 181 alt. 2 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*); Section 112 of the German Stock Corporation Act (*Aktiengesetz – AktG*) remains unaffected. In addition, the Company shall be represented by authorized signatories (*Prokuristen*) or other persons with signing authority as determined by the Executive Board.

§ 9
Resolutions of the Executive Board

(1) The Executive Board generally adopts resolutions in meetings. Upon the request of a member of the Executive Board or the instruction of the Chairperson, meetings may also be held in the form of a telephone conference or by other means of electronic communication (in particular video conference), and individual members of the Executive Board may participate by telephone or by other means of electronic communication (in particular video conference); in such cases, resolutions may be adopted by means of telephone conference or by other means of other electronic communication (in particular video conference).

(2) Upon the request of a member of the Executive Board or the instruction of the Chairperson, resolutions may also be adopted outside of meetings in writing, orally, by telephone, fax, email or other common means of communication, in combination of the aforementioned forms, as well as in combination of a meeting and the adoption of resolutions outside of a meeting. If a member of the Executive Board has not participated in such a resolution, they shall be informed of the resolutions passed without undue delay.

(3) An Executive Board consisting of only two persons shall only have a quorum if both members are present. An Executive Board with three or more members shall have a quorum if all members have been properly invited and at least half of them participate in the resolution in one of the forms mentioned in paragraphs 1 or 2. A member of the Executive Board shall also be deemed to have participated in the resolution where such member abstains from voting.

(4) The Executive Board shall endeavor to adopt all its resolutions unanimously. If unanimity cannot be achieved, the resolution shall be adopted by a simple majority of the votes cast, unless other majorities are prescribed by law or these Articles of Association or the rules of procedure. In the event of a tie, the Chairperson of the Executive Board shall have a casting vote (Art. 50(2) sentence 1 SE Regulation). If the Executive Board has only two members, any resolutions must be adopted unanimously.

2. The Supervisory Board

§ 10
Composition of the Supervisory Board

(1) The Supervisory Board shall consist of [●] members. Of these [●] members shall be elected by the Shareholders' Meeting without being bound by nominations. Further [●] members shall be appointed by the Shareholders' Meeting after having been nominated by the employees, provided that the Shareholders' Meeting shall be bound by the nominations for the election of the employee representatives. If a concluded agreement regarding the involvement of employees in the SE (Sections 13(1), 21 SE-Participation Act (*SE-Beteiligungsgesetz* - SEBG) provides for a different appointment procedure for the employee representatives on the Supervisory Board, the employee representatives shall be appointed in accordance with the agreed procedure, in deviation from sentence 3.

(2) The appointment is made for a period not extending beyond the conclusion of the Shareholders' Meeting which resolves on the ratification of the actions of the members of the Supervisory Board for the fourth fiscal year following the start of the term of office, but not exceeding five years. The fiscal year in which the term of office begins is not included in the calculation. Reappointments are permitted. When electing the shareholder representatives, the Shareholders' Meeting may determine that the term of office of the Supervisory Board members to be elected (or of individual members) shall commence or terminate at different dates, taking into account the maximum limit provided by law.

(3) The appointment of a successor to a member who has left before the end of his term of office shall be for the remainder of the term of office of the member who has left, unless the Shareholders' Meeting decides otherwise.

(4) When a member of the Supervisory Board is appointed, a substitute member may be appointed at the same time who will join the Supervisory Board if the Supervisory Board member leaves the Supervisory Board before the end of his term of office without a successor having been appointed beforehand; paragraph 1 shall apply accordingly. If a substitute member takes the place of the member who has left, that substitute member's term of office shall end at the close of the Shareholders' Meeting at which a new member is elected to replace the member who has left, but at the latest upon expiry of the term of office of the Supervisory Board member who has left.

(5) Any member of the Supervisory Board and any substitute member may resign from office for good cause without notice. Each member of the Supervisory Board and each substitute member may resign from office, even without good cause, by giving four weeks' notice in writing to the Chairperson of the Supervisory Board or the Executive Board. The Chairperson of the Supervisory Board may shorten the notice period or waive the notice requirement.

§ 11
Chairperson and Deputy Chairpersons

(1) The Supervisory Board shall elect the Chairperson and at least one Deputy Chairperson from among its members, each for the duration of their term of office. Where several Deputy Chairpersons are elected, the Supervisory Board shall determine the order in which the Deputy Chairperson shall assume the office of the Chairperson in the event of the latter being prevented from attending to their duties or resigning.

(2) If the Chairperson of the Supervisory Board or their Deputy leaves such office in the course of a term of office, a new election shall be held without undue delay. If the term of office of the Chairperson ends at the conclusion of a Shareholders' Meeting, the election of the Chairperson of the Supervisory Board shall be held following this Shareholders' Meeting in a meeting of the Supervisory Board without the meeting being specially convened for this purpose. Deputies may also be elected at this meeting.

(3) The Deputy Chairperson of the Supervisory Board shall only have the rights and duties of the Chairperson under the law and these Articles of Association if the Chairperson is unable to perform their duties. However, the second vote granted to the Chairperson by Article 13(6) is only granted to the Deputy Chairperson if the Deputy Chairperson is a shareholder representative.

§ 12
Convening of Meetings

The Supervisory Board meetings are convened by the Chairperson or by its Deputy, stating the items on the agenda, as often as required by law or business. Meetings may be convened by invitations in writing, by telephone, in text form or in any other legally permissible form. It shall be issued with a notice period of two weeks. In urgent cases, the notice period may be shortened.

§ 13
Meetings of the Supervisory Board and Resolutions

(1) The Chairperson of the Supervisory Board – and if the Chairperson of the Supervisory Board is prevented from acting, the Deputy Chairperson of the Supervisory Board – chairs the meeting. They shall determine the order in which the items on the agenda are addressed and the manner and order of voting. They may allow individual members of the Supervisory Board to participate in a meeting by means of a telephone or video conference or to cast their vote in writing subsequently within a reasonable period of time determined by them. The Chairperson of the Supervisory Board may furthermore determine that meetings of the Supervisory Board are conducted by telephone or video conference and that in these cases, resolutions are adopted or votes are cast also in such a manner. The members of the Supervisory Board may not object to the determination of such form of adopting a resolution. Members of the Supervisory Board attending a meeting by means of telephone or video conference shall be deemed to be present.

(2) A meeting which has been called may be cancelled or postponed by the Chairperson of the Supervisory Board at their reasonable discretion. They shall appoint the minute keeper and decide on the consultation of experts and persons providing information for discussion of individual items on the agenda.

(3) The Supervisory Board shall constitute a quorum if all members have been properly invited and if at least half of its total number of members of which it is to be composed participate in the adoption of the resolution. A member shall also be deemed to have participated in the resolution where such member abstains from voting. Absent members of the Supervisory Board may participate in the vote on passing of a resolution by having written votes submitted by other members of the Supervisory Board. A written vote may also be cast by fax or other means of telecommunication.

(4) If not all members of the Supervisory Board are present when a resolution is up for a vote and if the absent members of the Supervisory Board do not submit written votes, the vote on adoption of the resolution shall be postponed at the request of at least two members of the Supervisory Board present. In the event of an adjournment, the new vote on the resolution shall be undertaken at the next regular meeting of the Supervisory Board unless a special meeting of the Supervisory Board is called. A further minority request for adjournment is not permitted in the case of a new vote on the resolution.

(5) If the Chairperson of the Supervisory Board attends the meeting or if an attending member of the Supervisory Board is in possession of the written vote of the Chairperson of the Supervisory Board within the meaning of Section 108(3) sentences 1 and 2 AktG, paragraph 4 shall not apply if the same number of shareholder and employee representatives are present in person or participate in the resolution by submitting their votes in writing or if any inequality is eliminated by the fact that individual Supervisory Board members do not participate in the resolution.

(6) Resolutions of the Supervisory Board require a majority of the votes cast, unless other majorities are prescribed by law. This also applies to elections. In the event of a tie, a new vote shall be taken at the request of the Chairperson of the Supervisory Board or another member of the Supervisory Board, as far as legally permissible. If this new vote again results in a tie, the Chairperson of the Supervisory Board shall have two votes, provided that the Chairperson is a shareholder representative.

(7) Resolutions may be passed outside of meetings by means of votes cast in writing, orally, by telephone, in text form or by other means of telecommunication, if the Chairperson of the Supervisory Board so determines in the individual case. The members of the Supervisory Board may not object to the determination of such form of adopting a resolution.

(8) Minutes are to be taken of the Supervisory Board meetings and signed by the Chairperson of the Supervisory Board.

§ 14
Reserved Matters

(1) The Supervisory Board has all the rights and duties assigned to it by law and the Articles of Association.

(2) The following transactions and measures require the prior approval of the Supervisory Board:

a) annual planning and annual investment plans for fixed asset investments and financial investments;

b) closure of business operations or separable parts of business operations if more than 500 employees are to be affected by the measure;

c) acquisition or disposal of or other disposition over subsidiaries and affiliates and interests in other companies, as well as acquisition or disposal of or other disposition over business units, operations or parts thereof, if the value exceeds €50 million in individual cases. This does not include transactions only involving the Company and subsidiaries;

d) acquisition, disposal and encumbrance of real estate, rights equivalent to real estate and rights to real estate, provided that these transactions are not expressly included in the approved investment plan and exceed the amount of €50 million. This does not include transactions only involving the Company and subsidiaries;

e) conclusion, significant amendment and termination of intercompany agreements (Sections 291 et seq. AktG).

(3) The Supervisory Board may, in the rules of procedure for the Executive Board or the Supervisory Board or by resolution, make further types of transactions and measures subject to its approval in addition to the transactions and measures specified in paragraph 2.

(4) The Supervisory Board may grant revocable approval in advance for a certain category of transactions in general or for the case that an individual transaction meets certain requirements.

(5) The Executive Board shall ensure that the measures specified in paragraph 2 at subsidiaries and affiliates also require approval to an appropriate extent from the body supervising the management.

§ 15
Committees

(1) The Supervisory Board may form committees from among its members in accordance with legal requirements. The Supervisory Board determines the tasks, composition, powers and procedures of the committees. To the extent permitted by law, decisive powers of the Supervisory Board may also be granted to committees. The committee may elect a chairperson from among its members, unless the Supervisory Board

appoints a chairperson. Article 13(6) and (7) shall apply mutatis mutandis to resolutions passed by the committees, unless mandatory law provides otherwise.

(2) The Chairperson is authorized, on behalf of the Supervisory Board and its committees, to make the declarations of intent required to implement its resolutions.

§ 16
Remuneration

(1) In addition to reimbursement of their out-of-pocket expenses and VAT incurred by them for their activities on the Supervisory Board, the members of the Supervisory Board will each receive a fixed base remuneration of €100,000 per year, payable in the last month of each fiscal year. In derogation of sentence 1, the fixed base remuneration for the Chairperson of the Supervisory Board shall be €300,000 and for the Deputy Chairperson of the Supervisory Board €150,000.

(2) The Chairpersons and the other members of the Executive Committee, the Audit Committee and the Technology Committee will receive an increased remuneration. The chairpersons and the other members of committees other than those mentioned in sentence 1 shall not receive any increased remuneration. The Chairperson of the Executive Committee will receive €50.000, the Chairperson of the Audit Committee will receive €100,000 and the Chairperson of the Technology Committee will receive €40,000 in addition to the fixed base remuneration pursuant to paragraph 1. Each other member of the Executive Committee will receive €50,000, each other member of the Audit Committee will receive €50,000 and each other member of the Technology Committee will receive €20,000 for their respective activities in addition to the fixed base remuneration pursuant to paragraph 1. Increased remuneration as per this paragraph shall only be paid if the respective committee has convened during the financial year. If a member of the Supervisory Board performs more than one function for which an increased remuneration is envisaged under this paragraph, their remuneration shall be determined based on all the functions they exercise. If a member of the Supervisory Board is Chairperson of multiple Committees for which increased remuneration is provided for in accordance with sentence 3, sentence 6 shall apply with the proviso that only the highest-paid position as Chairperson of a Committee shall be remunerated in accordance with sentence 3, while the other positions as Chairperson of a Committee shall be remunerated in accordance with the corresponding remuneration of another member of the respective Committee in accordance with sentence 4.

(3) Each member will receive an attendance fee of €1,000 for each Supervisory Board meeting that the member attends in person. This applies accordingly to personal attendance at committee meetings, unless a Supervisory Board meeting or further committee meeting, for which the member has already received an attendance fee, takes place on the same day. The participation in a meeting held by telephone or video conference or the participation by telephone or video conference will be considered as personal attendance at a meeting.

(4) If the office or the function with an increased remuneration begins or ends during the course of a fiscal year, the Supervisory Board member will receive the remuneration or increased remuneration pro rata temporis.

(5) The Company may take out a pecuniary damage liability insurance policy for the members of the Supervisory Board at its own expense. This includes an appropriate deductible.

3. The Shareholders' Meeting

§ 17
Place of the Shareholders' Meeting

The Shareholders' Meeting shall take place at the registered office of the Company, in a German city with a stock exchange or in a German city with more than 150,000 residents. In the case of a virtual Shareholders' Meeting, sentence 1 does not apply.

§ 18
Convening of the Shareholders' Meeting

(1) Unless a shorter period is permitted by law, the Shareholders' Meeting shall be convened at least 30 days before the date of the meeting. The day of the Shareholders' Meeting and the day of the convening notice shall not be counted. The notice period shall be extended by the days of the registration period (Article 19(1) sentence 2).

(2) The Executive Board is authorized to provide that the Shareholder's Meeting be held without the physical presence of the shareholders or their proxies at the location of the Shareholders' Meeting (virtual Shareholders' Meeting). The authorization shall apply to Shareholders' Meetings which are held within a period of five years after the entry of this provision of the Articles of Association in the commercial register of the Company.

§ 19
Conditions for Participation and Exercise of Voting Rights

(1) Those shareholders who are entered in the Company's share register and who have registered in time are entitled to attend the Shareholders' Meeting and to exercise their voting rights. The registration must be received by the Company at the address specified for this purpose in the invitation at least six days before the Shareholders' Meeting. The Executive Board may provide for a shorter registration period, to be measured in days, in the convening notice to the Shareholders' Meeting. The Executive Board is authorized to determine the details of registration for participation in the shareholders' meeting and the exercise of voting rights. These individual issues will be announced in the convening notice to the Shareholders' Meeting.

(2) The voting right can be exercised by a proxy. The granting of the power of attorney, its revocation and the evidence of authorization to the Company shall be in text form, unless a simplified form is set out in the invitation to the Shareholders' Meeting. The

details for granting powers of attorney, their revocation and the evidence of authorization to the Company will be communicated in the convening notice to the Shareholders' Meeting. Section 135 AktG remains unaffected.

(3) The Executive Board may provide that shareholders may participate in the Shareholders' Meeting even without being present or represented in person and may exercise all or some of their rights in whole or in part by means of electronic communication (online participation). It is also authorized to regulate the individual aspects of the procedure. The details will be communicated in the convening notice to the Shareholders' Meeting. Members of the Supervisory Board may participate in the Shareholders' Meeting by means of an audio and video transmission in agreement with the Chairperson of the Supervisory Board if the Supervisory Board member concerned is unable to attend the Shareholders' Meeting physically at the location of the Shareholders' Meeting, if the Supervisory Board member is resident abroad, if attendance at the location of the Shareholders' Meeting would involve an unreasonably long travel time, or if the Shareholders' Meeting is held as a virtual Shareholders' Meeting without the physical presence of shareholders or their proxies at the location of the Shareholders' Meeting.

(4) In addition, the Executive Board may provide that shareholders may cast their votes in writing or by means of electronic communication (postal vote) even without attending the meeting. It may regulate the details of the procedure, in particular limiting voting to a designated transmission channel and setting a deadline for a postal vote. The details will be communicated in the convening notice to the Shareholders' Meeting.

§ 20
Conduct of the Shareholders' Meeting

(1) The Shareholders' Meeting is chaired by the Chairperson of the Shareholders' Meeting. This is either the Chairperson of the Supervisory Board or, if the Chairperson of the Supervisory Board is unable to attend, another shareholder representative on the Supervisory Board or a third party each to be designated by the Chairperson of the Supervisory Board. In the event that neither the Chairperson nor a member of the Supervisory Board nor a third party designated by the Chairperson takes the chair, the Chairperson of the Shareholders' Meeting shall be elected by a simple majority of votes of the shareholder representatives on the Supervisory Board present at the Shareholders' Meeting.

(2) The Chairperson of the Shareholders' Meeting chairs the meeting. The Chairperson of the Shareholders' Meeting shall determine the order in which the items on the agenda are addressed and the manner and order of voting. The Chairperson of the Shareholders' Meeting shall be authorized to limit the shareholder's right to ask questions and speak to a reasonable amount of time, in particular at the beginning of or during the Shareholders' Meeting to set a reasonable time limit for the duration of the Shareholders' Meeting, for an individual agenda item, or for individual questions and statements and to determine a time for the beginning of voting on one or more agenda items.

(3) Insofar as this has been communicated in the convening notice, the Chairperson of the Shareholders' Meeting may permit the partial or full video and audio transmission and

recording of the Shareholders' Meeting via electronic media in a manner to be determined by the Chairperson. The transmission can also be effected in a manner granting the public unrestricted access.

§ 21
Resolutions

(1) Each no-par value share confers one vote at the Shareholders' Meeting.

(2) The resolutions of the Shareholders' Meeting shall be adopted by a simple majority of the votes cast, unless a higher majority is required by mandatory law or these Articles of Association. Where the law prescribes a majority of the share capital in addition to the majority of votes for resolutions of the Shareholders' Meeting, a simple majority of the share capital represented at the time of the resolution shall suffice, to the extent permitted by law. Unless mandatory law provides otherwise, amendments to the Articles of Association require a majority of two thirds of the valid votes cast or, if at least half of the share capital is represented, a simple majority of the valid votes cast. The majority requirement for the dismissal of Supervisory Board members as provided for in Section 103(1) sentence 2 AktG remains unaffected.

(3) The Supervisory Board may amend the Articles of Association insofar as such amendments only relate to the wording.

Abschnitt IV
Annual Financial Statements and Distribution of Profits

§ 22
Annual Financial Statements

(1) The fiscal year is the calendar year.

(2) The Executive Board shall prepare the annual financial statements and the management report for the past fiscal year within the statutory period each year and, if legally required, the consolidated financial statements and the group management report for the past fiscal year and shall submit these documents to the auditor and the Supervisory Board without undue delay. At the same time, the Executive Board shall submit a proposal to the Supervisory Board regarding the appropriation of distributable profit that it intends to make to the Shareholders' Meeting. Sections 298(2) and 315(5) of the German Commercial Code (*Handelsgesetzbuch – HGB*) shall remain unaffected.

(3) The Supervisory Board shall submit its report to the Executive Board within one month of receipt of these documents. If this is not done within this period, the Executive Board shall immediately set the Supervisory Board a further period of at most one month. In the event that the Supervisory Board report is not passed on to the Executive Board by this deadline, the annual financial statements shall be deemed not approved by the Supervisory Board. The preceding sentence also applies to the consolidated financial statements.

(4) The annual financial statements and the management reports for the Company and the Group, the report of the Supervisory Board and the Executive Board's proposal for the appropriation of distributable profit shall be made available for inspection by shareholders at the Company's premises from the date on which the Shareholders' Meeting is convened. The requirement to make these documents available for inspection may be waived if the documents are available for the same period of time on the Company's website.

(5) When adopting the annual financial statements, the Executive Board and the Supervisory Board are authorized to transfer the net income for the year, which remains after deduction of the amounts to be transferred to the legal reserve and any loss carryforward, in part or in full to other revenue reserves. The transfer of a larger portion than half of the net income for the year is not permitted if the other revenue reserves would exceed half of the share capital after the transfer.

§ 23
Annual Shareholders' Meeting and Appropriation of Distributable Profit

The Annual Shareholders' Meeting which resolves on the discharge of the members of the Executive Board and the Supervisory Board, the appropriation of profits and the election of the auditors shall take place within the first six months of each fiscal year. The Shareholders' Meeting may resolve in favor of a distribution in kind instead of or in addition to a cash distribution.

§ 24
Appropriation of Profit

(1) The net profit shall be distributed evenly among the shareholders, unless the profit is carried forward or the Shareholders' Meeting resolves on a different use.

(2) Subject to the approval of the Supervisory Board, the Executive Board is authorized to make an advance payment to the shareholders out of the estimated distributable profit in accordance with Section 59 AktG once the fiscal year has expired.

(3) In the event of a capital increase, the profit participation of new shares may be determined in deviation from Section 60 AktG.

Annex 15 – Group Separation Agreement

Continental Aktiengesellschaft

Continental Automotive Holding SE

Continental Automotive Technologies GmbH

GROUP SEPARATION AGREEMENT

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This Group Separation Agreement (the ***Agreement***) is entered into by and between the following parties:

1. Continental Aktiengesellschaft with registered office in Hanover, Germany, registered with the commercial register of the local court (*Amtsgericht*) of Hanover under HRB 3527 (***CAG***, and together with all direct and indirect shareholdings of CAG at the time of registration of the Spin-off with the commercial register the ***Continental Group***); and

2. Continental Automotive Holding SE with registered office in Munich, registered with the commercial register of the local court (*Amtsgericht*) of Munich under HRB 295655 (***CA Holding SE***, and together with all direct and indirect shareholdings of CA Holding SE immediately after registration of the Spin-off the ***Automotive Group***, and together with the Continental Group the ***Groups*** and each a ***Group***)

(CAG and CA Holding SE together the ***Parties*** and each a ***Party***),

with the accession to this Agreement, exclusively for the purposes of secs. 4.4 and 8.6, of

3. Continental Automotive Technologies GmbH with registered office in Hanover, registered with the commercial register of the local court (*Amtsgericht*) of Hanover under HRB 3669 (***CAT GmbH***).

Preamble

(A) CAG is the sole shareholder of CA Holding SE.

(B) The governing bodies of CAG have resolved to separate the Automotive group sector (including the Contract Manufacturing group sector) of CAG from CAG's other group sectors Tires and ContiTech (the aforementioned group sectors each referred to as

Group Sector) and transform it into an independent group by way of a complete spin-off and transfer of all shares (see Preamble (F)) to CA Holding SE and have it listed on the stock exchange (the ***Spin-off***).

(C) The Automotive Group Sector is legally and organizationally combined under the roof of CAT GmbH (CAT GmbH and its subsidiaries together the ***Current Automotive Group***). The current sole shareholder of CAT GmbH is Continental Automotive GmbH (***CA GmbH***) with registered office in Hanover (registered with the commercial register of the local court (*Amtsgericht*) of Hanover under HRB 59424). The sole shareholder of CA GmbH is CAG.

(D) A domination and profit and loss transfer agreement dated February 15, 2021, as amended on November 28, 2022, is in place between CA GmbH as the controlling company and CAT GmbH as the controlled company (the ***Domination Agreement***).

(E) It is intended to merge CA GmbH into CAG before the Spin-off so that CAG will be the direct sole shareholder of CAT GmbH prior to the registration of the Spin-off with the commercial register and the Domination Agreement will be transferred to CAG.

(F) Pursuant to the notarized Spin-off and Transfer Agreement between CAG and CA Holding SE, which was entered into on March 13, 2025 before the notary Dr. Florian Hartl officiating at Hanover (the ***Spin-off Agreement***), CAG will transfer its shares held in CAT GmbH and the Domination Agreement to CA Holding SE in exchange for the granting of shares in CA Holding SE to the shareholders of CAG. As a result, CA Holding SE will become a separate company, independent of CAG, which will make its own business decisions weighing up the associated risks and rewards for the Automotive Group.

(G) By this Agreement, which is attached as Annex to, and forms part of, the notarized Spin-off Agreement, the Parties wish to make provisions for various legal relationships existing between them and their respective Group Companies for the period after the Spin-off has taken effect. Unless otherwise defined, terms used in this Agreement shall have the meaning ascribed to them in the Spin-off Agreement. The following further defined terms are used in this Agreement:

Banking Day means each day on which the banks in Hanover and Frankfurt/Main are open for general business and on which cashless payment transactions are settled.

Final Equity Contribution means the increase of the equity of CAT GmbH by contribution to the free capital reserves in accordance with Section 272(2) no. 4 HGB in an amount determined as follows: Target Cash and Cash Equivalents (i) minus available cash and cash equivalents of the Current Automotive Group, and (ii) plus net indebtedness owed by the Current Automotive Group to CAG and its other subsidiaries, in each case as at June 30, 2025.

Group Company means companies which are group companies of a Party within the meaning of Section 18(1) of the German Stock Corporation Act (*Aktiengesetz* – ***AktG***) immediately after the registration of the Spin-off or which become group companies

thereafter, provided that Group Companies with regard to CAG shall not include the Group Companies of CA Holding SE.

Target Cash and Cash Equivalents means the target amount for the cash and cash equivalents of the Current Automotive Group as at June 30, 2025, which, subject to an adjustment in accordance with sec. 4.4, is €1.5 billion.

Now, therefore, the Parties agree as follows:

I. Ensuring the continuation of the Automotive Group Sector

1. Allocation of assets, rights and obligations

The Parties expect that the allocation of assets, rights and obligations between the Parties and their respective Groups was already determined prior to the Closing Date or in preparation for the Spin-off in such a way that the Parties and their respective Groups will be able to continue their respective activities to the same extent as before the Closing Date and that the functioning of each Group as a whole is secured. As far as necessary and apparent, the Parties already transferred (i) the business (including but not limited to assets, contracts and employees) as it was operated by the Automotive Group Sector of the Continental Group and all other activities attributable to the Automotive Group Sector, and (ii) all assets and employees as well as certain contracts, to companies of the Automotive Group.

2. Adjustment of the allocation

If, after the Closing Date, an asset or a right that has been allocated to a company of one of the two Groups is needed by CAG or CA Holding SE or a company of the respective other Group in order to be able to continue its activities to the same extent as before the Closing Date or for the functioning of the respective Group as a whole, the Parties shall, with due regard to their mutual interests, procure that the allocation of the assets and rights will be adjusted and the necessary measures and legal acts will be performed so as to enable the continuation of the activities of CAG or CA Holding SE or a company of any of the two Groups to the same extent as before the Closing Date or that the functioning of the respective Group as a whole is ensured. This can be achieved, for example, by a transfer of an asset or right on arm's length terms (against payment, if applicable) or by granting a (joint, if applicable) right of use (against payment, if applicable).

3. Conclusion of the agreements provided for in this Agreement

By the Closing Date, the Parties shall, with due regard to their respective interests, to the extent permitted by law and to the extent reasonable and practicable, enter into the agreements provided for in secs. 17 to 19 of this Agreement on arm's length terms. The terms of these agreements shall be such that (i) CAG, CA Holding SE and the companies of the two Groups will be able to continue their respective activities to the

same extent as before the Closing Date and (ii) the functioning of each Group as a whole is ensured. If it will appear subsequently that the agreements entered into fail to meet these requirements, the Parties shall, to the extent permitted by law and practicable, work towards an amendment of the agreements by mutual consent with due regard to their respective interests.

4. Capital resources of Automotive, intercompany liabilities

4.1 The Parties confirm that a significant portion of the intercompany net indebtedness of the companies of the Current Automotive Group arising from intercompany loans from CAG and its other subsidiaries were repaid by a payment made by CA GmbH into the capital reserve (Section 272(2) no. 4 HGB) of CAT GmbH in December 2024.

4.2 CAG shall ensure that the Automotive Group will have sufficient capital on the basis of the Target Cash and Cash Equivalents as at the Closing Date.

4.3 In order to ensure that the Target Cash and Cash Equivalents will be achieved, CAG shall ensure that the Final Equity Contribution will be made at CAT GmbH before the Closing Date. CA Holding SE shall confirm the fulfillment of this obligation by CAG in writing after the implementation of the Final Equity Contribution.

4.4 CAT GmbH shall ensure that the companies of the Current Automotive Group will conduct their business in the ordinary course of business until the Closing Date without negatively influencing the parameters for the calculation of the Final Equity Contribution by any measures in such a way that the amount of the Final Equity Contribution increases as a result of such influences (the ***Increasing Measures***). In particular, CAT GmbH shall ensure that the companies of the Current Automotive Group will not take or initiate any measures (such as early payments to suppliers or approaching customers with the aim of inducing them to pay later) as a result of which the cash and cash equivalents of the Current Automotive Group or the net balance of the liabilities of the Current Automotive Group to CAG and its other subsidiaries from intercompany financing as at June 30, 2025 will not correspond to the amounts that would have been expected in the ordinary course of business. Similarly, CAG shall ensure that the companies of the Continental Group will not influence the parameters for the calculation of the Final Equity Contribution by any measures out of the ordinary course of business in such a way that the amount of the Final Equity Contribution is reduced by such measures (the ***Reducing Measures***). To the extent that the amount of the Final Equity Contribution is increased as a result of Increasing Measures or reduced as a result of Reducing Measures, CAG shall ensure that the effect on the Final Equity Contribution is offset by a corresponding adjustment of the Target Cash and Cash Equivalents.

4.5 Subject to secs. 4.1 to 4.3, financial liabilities existing between companies of the two Groups on the Closing Date shall be settled within five Banking Days of the Closing Date.

4.6 Due trade accounts receivable currently owed by companies of the Continental Group to companies of the Current Automotive Group amount to approximately €62 million. Due trade accounts receivable currently owed by companies of the Current Automotive

Group to companies of the Continental Group amount to approximately €141 million. The Parties shall jointly determine the amount of the respective trade accounts receivable due between the Groups as at June 30, 2025. These receivables shall remain due without any changes. If the liabilities corresponding to these accounts receivable and other liabilities arising until the Closing Date (on the part of companies of the Automotive Group or the Continental Group) have not been settled by the 20th calendar day of the month following the Closing Date, they shall be payable by the relevant debtor's Group parent company (i.e., CAG or CA Holding SE) to the relevant creditor together with interest at customary market rates accruing from the 20th calendar day of the month following the Closing Date. In this case, the relevant receivables shall be transferred to the Group parent company which made the payment.

II. Collateral, insurance benefits, third-party damage

5. Cross-Collateral

5.1 If any collateral has been provided by a company of one Group (***Collateral Provider***) for liabilities of a company of the other Group (***Principal Debtor***) and such collateral exists on the Closing Date (***Cross-Collateral***), the Parties shall (i) endeavor to ensure a discharge of the Cross-Collateral or – if a discharge of the Cross-Collateral has not occurred by the Closing Date – (ii) agree on an indemnification as between the Parties.

5.2 For the discharge of Cross-Collateral, the relevant Group parent company (i.e., CAG or CA Holding SE) shall endeavor to ensure that the secured party will release the collateral. If this is not practicable (in particular in the case of guarantees or in connection with state aid), the relevant Group parent company (i.e., CAG or CA Holding SE) of the relevant Principal Debtor shall ensure that the Principal Debtor fully indemnifies the relevant Collateral Provider from and against any claims arising from the Cross-Collateral and any related costs (including costs for the defense against claims and for legal advice) and pays an annual guarantee fee at customary market rates in accordance with a separate agreement. The parent company of the respective other Group shall, within the scope of the indemnification, ensure that the relevant Collateral Provider will not assert any recourse claims of its own against the Principal Debtor, so that, in particular, no double burden will arise within the Principal Debtor's Group. The obligations arising from this sec. 5.2 shall not lapse as a result of the sale of an interest in the Principal Debtor.

5.3 If new Cross-Collateral is provided by companies of the Continental Group in connection with the transformation of the Automotive Group into an independent group, CA Holding SE shall pay an annual guarantee fee at customary market rates for this collateral to CAG in accordance with a separate agreement. The fee shall be due annually in advance on the third working day of each calendar year.

5.4 If a third party asserts a claim against the Collateral Provider, the following procedure shall apply:

5.4.1 The Collateral Provider shall continuously inform the Principal Debtor in a comprehensive manner about the claim and shall, to the extent permitted by law, provide any information that it receives to the Principal Debtor without undue delay.

5.4.2 The Collateral Provider and the Principal Debtor shall cooperate in the best possible way, with due regard to their mutual interests, in the defense against the claim. In particular, the Collateral Provider shall conduct the defense against the claim with due care.

5.4.3 In-court and out-of-court settlements shall be made only upon mutual agreement between the Collateral Provider and the Principal Debtor.

6. Insurance payments and compensation for third-party losses, insurance coverage

6.1 Should any event or circumstance occur or become known at a company of one Group (***Injured Party***) after the Spin-off Effective Date, as a result of which a company of the other Group (***Insurance Creditor***) is entitled (or would be entitled but for the Spin-off) to claim compensation under an insurance policy covering periods prior to the Spin-off Effective Date (***Insurance Claim***), the Parties shall ensure that the Insurance Claim inures to the economic benefit of the Injured Party as follows:

6.1.1 The Injured Party shall be entitled to a claim against the Insurance Creditor for payment of an amount corresponding to the Insurance Claim, and the Injured Party undertakes to assert this claim only if and to the extent that the Insurance Creditor has received a corresponding payment from the insurance company.

6.1.2 The Parties shall ensure that the Insurance Claim is asserted vis-à-vis the insurance company, if necessary, with the cooperation of the Injured Party and the Insurance Creditor. The Group parent company of the Injured Party shall ensure that the Injured Party will bear the costs and expenses of asserting the claim against the insurance company and shall indemnify the Insurance Creditor in this respect.

6.1.3 The Group parent company of the Insurance Creditor shall ensure that payments made by the insurance company in respect of the Insurance Claim are paid to the Injured Party. The Group parent company of the Injured Party shall ensure that claims for compensation to which the Injured Party is entitled against third parties with respect to the loss for which the Insurance Claim exists are assigned by the Injured Party to the Insurance Creditor in the amount of any payment made to the Injured Party.

6.2 Subject to sec. 6.1, the following shall apply: To the extent that a company of one Group suffers a loss, and a company of the other Group is entitled to a claim for compensation on the merits for such a loss against a third party without companies of the other Group

having suffered a corresponding loss, the relevant parent company of the other Group shall ensure that such a claim for compensation is, upon the request of the other Party, assigned to the company which suffered the loss.

6.3 The companies of the Automotive Group shall be covered by the group insurance policies of CAG until the Closing Date, unless CA Holding SE has already entered into its own group insurance policies for the companies of the Automotive Group; this insurance coverage shall terminate at the latest on the Closing Date. At the latest with effect from the Closing Date and subject to sec. 6.4 below, CA Holding SE or its Group Companies shall take out separate insurance with coverage for all companies of the Automotive Group.

6.4 Events of loss which occur prior to July 1, 2025 and relate to supplies and services provided prior to July 1, 2025 shall be covered through CAG's property damage & business interruption insurance. For events of loss which occur after July 1, 2025 and relate to supplies and services provided prior to the Closing Date, CA Holding SE and/or CAT GmbH shall take out a separate property damage & business interruption insurance for itself and the companies of the Automotive Group.

III. Liability and internal settlement obligations

7. Allocation of Legal Risks

7.1 Subject to the provision in sentence 3 of this sec. 7.1, Legal Risks within the meaning of sec. 8.2, which have their origin in the period prior to the Closing Date and are related to the Group Sector-specific business activities of one of the two Groups prior to the Closing Date (***Sector-Specific Legal Risks***), including all claims and consequences relating to liability (including those arising from new circumstances or new claimants) fundamentally caused by such Sector-Specific Risks, shall be allocated to the Group to which the relevant Group Sector belongs, irrespective of any causal contributions made by the respective other Group. **Annex 7.1** contains a non-exhaustive list of examples of Sector-Specific Legal Risks. Legal Risks related to the investigations initiated by Italian authorities in 2024 shall be allocated, together with all claims and consequences relating to liability, to the Continental Group for tax periods from 2016 until and including 2024. For tax years outside of that time period, the allocation pursuant to sentence 3 does not apply, instead the provision of sentence 1 of this sec. 7.1 remains applicable.

7.2 Legal Risks which have their origin in the period prior to the Closing Date and are not Sector-Specific Legal Risks (for example, because they originate from actions of the holding functions; **Annex 7.2** contains a non-exhaustive list of examples), including all claims and consequences relating to liability, shall be allocated between the Groups as follows:

7.2.1 If employees of a Group Sector contributed to the causation of the relevant Legal Risk by committing a mistake (e.g., by incorrect or delayed transmission of information to holding functions), this Legal Risk shall be allocated to the Group

to which such Group Sector belongs after the Closing Date, provided that the Group Sector to which the relevant employee is assigned shall be determined with reference to the date on which the causal contribution was made.

7.2.2 If no causal contribution was made by a Group Sector in accordance with sec. 7.2.1, the relevant Legal Risk shall be allocated equally between the two Groups (i.e., at a ratio of 50%:50%).

8. Internal settlement and mutual indemnification

8.1 To the extent that contractual agreements are in place between the relevant companies of the two Groups, any claims asserted with regard to a Legal Risk that is allocated to the respective other Group in accordance with sec. 7 shall be settled between the two Groups exclusively in accordance with the agreements made. The relevant Party shall ensure that the settlement obligations are fulfilled by the companies of its Group.

8.2 To the extent that claims are asserted against a company of one Group based on liability arising on a contractual, quasi-contractual, statutory, common law or other legal basis or due to the imposition of monetary charges (such as, in particular, fines) by an authority or court (***Legal Risks***) for circumstances existing before the Closing Date which are to be allocated in accordance with sec. 7 to the business operations of the respective other Group, the parent company (i.e., CAG or CA Holding SE) of the respective other Group shall (subject to the existence of a specific contractual agreement between the companies of the two Groups) ensure that the relevant companies of its Group will indemnify the company against which the claims are asserted from and against the costs incurred as a result of the relevant obligation and any related and necessary costs and expenses and losses suffered. To the extent that Legal Risks pursuant to sec. 7 remain with companies of a Group which are liable for them in accordance with the applicable legal provisions, these companies are not entitled to indemnification claims under this Agreement.

8.3 If the company against whom a claim is asserted may be entitled to an indemnification claim pursuant to sec. 8.2, it shall continuously inform the other Party in a comprehensive manner about the claim and, to the extent permitted by law, provide any information received by it to the other Party without undue delay.

8.4 If the company against whom a claim is asserted may be entitled to an indemnification claim pursuant to sec. 8.2, it and the other Party shall cooperate in the best possible way, with due regard to their mutual interests, in the defense against the claim. In particular, the company against whom the claim is asserted shall conduct the defense against the claim with due care.

8.5 If the company against whom a claim is asserted may be entitled to an indemnification claim pursuant to sec. 8.2 and a company of the Group against whom the claim is asserted is entitled to a claim for compensation in this respect against a third party (including an insurance company), its Group parent company (i.e., CAG or CA Holding SE) shall, upon the request of the Party that is subject to the indemnification obligation, assign or ensure the assignment of this claim for compensation to such Party. The

Party entitled to indemnification shall reasonably support the Party subject to the indemnification obligation in the enforcement of the claims assigned under this provision against third parties.

8.6 Without prejudice to the allocation of Legal Risks pursuant to sec. 7, the Parties clarify and CAT GmbH confirms that the indemnification obligation assumed by CAT GmbH vis-à-vis CA GmbH under the carve-out agreement dated June 3, 2022 in the context of the carve-out of the operating business of CA GmbH to CAT GmbH will continue to apply vis-à-vis CAG in the future with regard to any subsequent liability claims pursuant to Section 133 of the German Transformation Act (*Umwandlungsgesetz* – ***UmwG***).

8.7 The provisions in secs. 7 and 8 of this Agreement shall not apply to the tax matters governed by part VIII of this Agreement. For the avoidance of doubt, however, the Parties agree with regard to Legal Risks allocated in accordance with sec. 7.1 sentence 3 that this allocation and any resulting obligations pursuant to sec. 8 and sec. 9.7 shall take precedence over sec. VIII. Sec. 24.6 should be noted.

IV. Cooperation

9. Obligations to cooperate

9.1 The Parties shall take all actions that are necessary or appropriate to enable the implementation and completion of the Spin-off, including the transfer of intercompany agreements and the subsequent stock exchange listing of CA Holding SE. Unless otherwise agreed, this shall not give rise to any obligations of the Parties to provide funds or capital, to transfer assets or to provide collateral.

9.2 The Parties agree that Operating Contracts which are solely or predominantly used by companies of one Group shall be transferred to the companies of that Group. The Parties shall, to the extent that this is necessary and has not yet been done, jointly endeavor to ensure that the approval of third parties to the transfer will be obtained or that an agreement with such third parties will be reached.

9.3 If CAG, CA Holding SE or any its respective Group Companies intends to sell a business or part of a business to third parties after the Closing Date (for example by selling an interest in one or more Group Companies or by selling the assets attributable to that part of the business and transferring the contractual obligations attributable to that part of the business), and the cooperation of companies of the other Group is necessary or appropriate for the sale due to the fact that both companies were part of the Continental Group or due to the contractual obligations between companies of the two Groups continuing after the Closing Date, the parent company of the other Group (i.e., CAG or CA Holding SE) shall, with due regard to its own interests, seek to ensure that its Group Companies will perform those cooperation actions which are mandatorily required from a legal perspective, to the extent that the relevant Group Companies can be reasonably expected to perform those actions and those actions are permitted by law. This shall not give rise to an obligation to consent to the transfer of contracts to third parties. A cooperation cannot be unreasonably refused. The company intending to sell shall

reimburse the parent company and/or the respective Group Company or Companies of the other Group for any costs associated with the cooperation and compensate them for any disadvantages.

9.4 Subject to more specific provisions in part VIII, the following shall apply with regard to regulatory and judicial proceedings which (i) are conducted with or against a company of one Group and (ii) (also) concern a company or the business of the respective other Group, and (iii) (at least also) relate to the period prior to the Closing Date:

9.4.1 The Parties shall, to the extent necessary and permitted by law and taking into account the measures so far taken, including shared legal views, support each other and, where necessary and appropriate,

(a) provide each other, within a reasonable period of time, with any information and documents which are necessary or appropriate (i) to comply with orders issued by an authority or court, (ii) to obtain permits, (iii) to produce evidence, (iv) to defend themselves against or terminate proceedings before any authority or court, and (v) to fully clarify the facts under investigation,

(b) grant each other access to the employees (including to minutes of any interviews conducted with employees concerning the relevant matter) of the respective other Group, to the extent it is ensured that any such interviews are restricted to activities as employees of a company of the respective other Group,

(c) inform the Party not directly involved in such regulatory or judicial proceedings and its lawyers of the status of such proceedings upon a specific request submitted by that Party and, to the extent reasonably necessary, allow such Party to inspect documents from, or relating to, such proceedings, and

(d) ensure that their Group Gompanies comply with their legal and regulatory obligations in connection with regulatory and judicial proceedings.

9.4.2 Each Party shall consult the respective other Party on the handling of, further steps to be taken with regard to, and options to terminate such regulatory or judicial proceedings, as available, and consider the interests of the other Group and, as appropriate, the extent of any existing claim for internal settlement pursuant to sec. 8 when taking their decisions. In doing so, the Parties shall, to the extent permitted by law, attempt to reach agreement as to whether and, if so, how the relevant regulatory or judicial proceedings may be terminated while having as much regard as possible to the interests of both Parties. If the Parties fail to reach agreement and if a full internal settlement obligation exists under sec. 8, the following shall apply:

(a) If the Party directly involved in the proceedings wishes to continue such proceedings and if the respective other Party has informed the Party directly involved in the proceedings in writing of its intention to avail of

an existing option to terminate such proceedings, the Party directly involved in the proceedings may nevertheless continue such proceedings. The amount of the settlement obligation corresponds (and is limited) to the amount that would be payable in the event of a premature termination of such regulatory/judicial proceedings as desired by the Party not directly involved in such proceedings.

(b) If the Party directly involved in the proceedings wishes to avail of an existing option to terminate such proceedings whereas the respective other Party wants to continue such proceedings, the Party directly involved in the proceedings must continue such proceedings if the respective other Party provides a reasoned statement from a reputable law firm according to which continuing such proceedings will most likely result in lower monetary charges than availing of the existing option to terminate such proceedings.

In the event that either Party is not subject to a full internal settlement obligation under sec. 8, the Parties shall endeavor to ensure that agreement is reached on the availing of a possibly existing option to terminate the relevant regulatory/judicial proceedings. The foregoing shall be without prejudice to right of the Party directly involved in the proceedings to take all procedural steps; the respective other Party shall not be entitled to any procedural steps being taken or not taken.

9.5 With regard to regulatory or judicial proceedings which exclusively or mainly concern companies of one Group, but which continue to be conducted with or against a company of the other Group after the Closing Date, the Parties shall jointly endeavor to ensure that the relevant party is replaced and the proceedings are taken over by a company of the Group concerned.

9.6 In case of (compliance) investigations and internal audits which concern a company or the business of the respective other Group and (at least also) relate to the period prior to the Closing Date, the Parties shall, to the extent necessary and permitted by law, support each other and, where necessary and appropriate,

(a) provide each other, within a reasonable period of time, with any information and documents which are necessary or appropriate (i) to comply with orders issued by an authority or court, (ii) to obtain permits, (iii) to produce evidence, (iv) to defend themselves against or terminate proceedings before any authority or court, and (v) to fully clarify the facts under investigation, and

(b) grant each other access to the employees (including to minutes of any interviews conducted with employees concerning the relevant matter) of the respective other Group, to the extent it is ensured that any such interviews are restricted to their activities as employees of a company of the respective other Group.

9.7 With regard to Legal Risks allocated to the Continental Group in accordance wih sec. 7.1 sentence 3 of this Agreement, CA Holding SE shall ensure that its Group Companies comply with their legal and regulatory obligations in connection with these Legal Risks, cooperate in making proposals for any amicable settlement or compromise proposed by CAG and, if necessary for the termination of the proceedings, enter into such settlement or compromise (without prejudice to any indemnification pursuant to sec. 8.2). Secs. 9.4.2 and 9.5 shall not apply in connection with such Legal Risks.

9.8 To the extent that a company of one Group – especially in the light of the joint use of the infrastructure of the Continental Group – faces any matters after the Closing Date the appropriate handling of which requires the cooperation of a company of the other Group due to special requirements resulting from the fact that both companies were part of the Continental Group prior to the Spin-off Effective Date, such a cooperation, to the extent permitted by law, may not be refused. Each Party shall bear its own costs incurred as a result of such a cooperation. The Parties expect that special requirements within the meaning of this sec. 9.7 will be identified and claimed within a period of 18 months from the Spin-off Effective Date.

9.9 The Parties agree that, until and beyond the Closing Date, external expenses will still be incurred, among other things for the separation of shared systems, in particular in the areas of IT, Finance and HR, at CAG and its Group Companies and at CA Holding SE and its Group Companies (together the ***Separation Expenses***). Separation Expenses incurred until the Closing Date shall be allocated between the Parties in accordance with a separate agreement, taking into account the practice pursued until then in the Continental Group. Separation Expenses incurred after the Closing Date shall be borne by the Party or its respective Group Companies incurring the same.

10. Surrender of documents and migration of data

10.1 Each Party shall surrender to the other Party, to the extent permitted by law and notwithstanding the right to make and retain copies to the extent permitted by law, any and all records such as deeds or documents in physical or electronic form and any other information in physical or electronic form (***Documents***) that were generated before the Spin-off took effect (***Historical Documents***), as well as Documents which relate to a period prior to the Closing Date, to the extent that such Documents are attributable exclusively to the respective other Party or the respective other Group. Sentence 1 of this sec. 10.1 shall apply accordingly to data, provided that, to the extent permitted by law, the obligation to surrender shall be replaced with an obligation to migrate data which were generated before the Spin-off took effect (***Historical Data***) or which relate to a period prior to the Closing Date. Each Party shall ensure that its respective Group Companies will act accordingly.

10.2 The Parties shall duplicate all Historical Documents and Historical Data (as well as Documents and data which relate to a period prior to the Closing Date) that are attributable to both the Continental Group and the Automotive Group and hand over or send the duplicate to the respective other Party. Each Party shall ensure that its respective Group Companies will act accordingly. This provision applies, in particular, to the extent that documents may be relevant for the taxation of the respective other Party (***Tax***

Documents); this applies, in particular, to the extent that companies of the Automotive Group were part of a consolidated tax group or any other form of combined taxation with CAG or other companies of the Continental Group until the Closing Date.

10.3 If a company of one Group erroneously receives documents or data that are exclusively attributable to the respective other Group, sec. 10.1 shall apply accordingly.

10.4 The cooperation obligations set out in this sec. 10 represent a minimum standard; any further reaching provisions under the contractual agreements between the relevant companies of the two Groups shall remain unaffected.

10.5 The obligations under this sec. 10 shall apply (i) with respect of Tax Documents as long as they may still be relevant for the taxation of the respective other Party under applicable law, and (ii) in any other respects only for a period of 24 months beginning on the Closing Date.

11. Rights to inspection, access to data and retention periods

11.1 Each Party shall, to the extent permitted by law, grant the other Party, upon its request and against reimbursement of the costs incurred, the right to inspect Historical Documents and documents relating to a period prior to the Closing Date retained by it, and access to Historical Data retained by it and to data relating to a period prior to the Closing Date, and the right to make copies thereof, in each case during usual office hours and after adequate advance notice, to the extent that the relevant Party has and proves to have a legitimate interest in this. Each Party shall ensure that its respective Group Companies will act accordingly. The Parties shall endeavor to overcome any legal obstacles to inspection in accordance with sentence 1 of this sec. 11.1 so that the relevant documents or data can be inspected by the requesting Party.

11.2 A legitimate interest of the respective other Party exists in any case in which the Documents to be inspected are retained by the Party retaining them on behalf (or at least also on behalf) of the respective other Party in accordance with sec. 11.3 below, and otherwise at least in cases in which the relevant Documents are necessary to assert transferred rights and/or fulfill transferred obligations or to comply with reporting and information requirements imposed by law or by authorities or courts, or for notification procedures (such as merger control) or other regulatory, judicial and arbitral proceedings (except for judicial or arbitral proceedings against the Party or any of its Group Companies which is to grant the right to inspect Documents or the access to data).

11.3 One Party may request the other Party in writing that Documents and data be retained by companies of the Group of the other Party even after expiry of the statutory retention periods. In such a case, the requesting Party shall bear the costs for the continued retention, unless it proves that the company retaining the Documents and/or data has a legitimate interest of its own in continuing their retention. This sec. 11.3 shall not apply to Documents and data the destruction of which is mandatorily required by law (in particular, data protection law) upon expiry of the statutory retention periods.

11.4 The cooperation obligations set out in this sec. 11 represent a minimum standard; any further reaching provisions under the contractual agreements between the relevant companies of the two Groups shall remain unaffected.

11.5 The obligations under this sec. 11 shall apply (i) with respect to Tax Documents as long as they may still be relevant for the taxation of the respective other Party under applicable law, and (ii) in any other respects only for a period of 24 months beginning on the Closing Date.

12. Special right of access to information

12.1 CAG may request information from CA Holding SE that relates to a period prior to the Closing Date and is necessary to comply with reporting and information obligations imposed by law or an authority or court or for the review of filing or notification requirements and the implementation of corresponding filing or notification procedures (such as merger control). CA Holding SE shall provide CAG with this information in the required form (e.g., turnover by place of delivery for merger control purposes) without undue delay.

12.2 CA Holding SE may request information from CAG that relates to a period prior to the Closing Date and is necessary to comply with reporting and information obligations imposed by law or an authority or court or for the review of filing or notification requirements and the implementation of corresponding filing or notification procedures (such as merger control). CAG shall provide CA Holding SE with this information in the required form (e.g., turnover by place of delivery for merger control purposes) without undue delay.

13. Financial reporting and other group reporting

13.1 CA Holding SE shall ensure after the Closing Date that the companies of the Automotive Group will make available to CAG upon its request the financial data and all necessary Documents and information, and perform further cooperation actions, that Continental AG needs to meet its group accounting and financial reporting obligations for the period up to the Closing Date. This applies in particular to the quarterly reporting of CAG in September 2025. The foregoing shall apply accordingly if and to the extent that CA Holding SE needs Documents and information from companies of the Continental Group to meet its accounting and financial reporting obligations for the period up to the Closing Date.

13.2 CA Holding SE shall ensure after the Closing Date that the companies of the Automotive Group will make available to CAG upon its request all necessary Documents and information, and perform further cooperation actions, that CAG needs to meet its group accounting obligations (in particular, with regard to the group management report and sustainability report) for the period up to the Closing Date. This applies in particular to the quarterly reporting of CAG in September 2025. The foregoing shall apply accordingly if and to the extent that CA Holding SE needs Documents and information from companies of the Continental Group to meet its (financial) reporting obligations for the period up to the Closing Date.

V. Pension plans, partial retirement, etc.

14. Transfer of pension plans

CAG shall endeavor to ensure that the trust agreement of June 21, 2006, as most recently amended, existing between Continental Pension Trust e.V. and CAT GmbH regarding the external funding and securing of pension claims and, in a security event, the (potential pro rata) satisfaction of pension claims existing at that time, will be transferred to Continental Automotive Pension Trust e.V. prior to the Closing Date, including the security assets relating to this trust agreement. Letters of intent from Continental Pension Trust e.V. and Continental Automotive Pension Trust e.V. in which they declare their intention to cooperate in the aforementioned transfer have been provided to the Parties.

15. Insolvency protection for sabbatical and partial retirement models

CA Holding SE undertakes to enter into an agreement on insolvency protection for the claims of employees of the Automotive Group in connection with sabbaticals and partial retirement models, which is similar to the existing agreement of CAG in this regard.

VI. Shared Contracts

16. Obligations to cooperate with regard to shared contracts

16.1 The Parties shall, to the extent permitted by law, jointly endeavor to reach an agreement with the third parties of contracts concerning operating activities (e.g., customer contracts, purchasing contracts) utilized by both Group Companies of the Automotive Group and Group Companies of the Continental Group (including framework agreements, for example with suppliers under which both Group Companies of the Automotive Group and Group Companies of the Continental Group receive or provide supplies or services) (the ***Shared Operating Contracts***), which will enable all Group Companies concerned to leave the current contract terms (including prices, quantities and capacities) for their respective business areas unchanged (whether by partial transfer or duplication of Shared Operating Contracts, entering into new separate contracts or other structures). To the extent that, as part of such an agreement, minimum purchasing volumes, capacity commitments, maximum liability amounts or other overarching matters under the Shared Operating Contracts need to be allocated between Group Companies of the Automotive Group and Group Companies of the Continental Group, the Parties shall, to the extent permitted by law, agree in good faith on the allocation criteria, taking into account the proportions of utilization during the 12 months preceding the Closing Date.

16.2 To the extent and as long as no agreement pursuant to sec. 16.1 is reached with the relevant third parties after the Closing Date (but no longer than 12 months from the Closing Date), the Parties, in their relationship between each other, shall treat each other as if the agreement had been reached as at the Closing Date, to the extent

permitted by the provisions of the relevant Shared Operating Contracts and otherwise permitted by law. In particular, the Group Company which is party to the relevant Shared Operating Contracts shall, to the extent permitted under the terms of the relevant Shared Operating Contracts, pass on the relevant supplies or services to the companies of the other Group and exercise the relevant rights and fulfill the relevant obligations on a fiduciary basis on behalf of the companies of the other Group. In return, the companies of the other Group shall indemnify the Group Company which is party to the relevant Shared Operating Contracts from and against any expenses, claims and liability (with the exception of liability for intent) in connection with the relevant rights and obligations.

VII. Material agreements between the Groups

17. Supply relationships

The Parties have agreed that the Groups will enter into agreements by the Closing Date for the purchase of certain products of one Group that are required for the continued operation of the business of the respective other Group during a certain period after the Spin-off, in particular (i) a supply agreement for the production of air bellows at the Vahrenwald site, (ii) a supply agreement for the production of rubber brake hoses at the Korbach site, (iii) one or several framework supply agreement(s) for several products (e.g., precision sealing solutions and plastic injection molded parts) at several sites, and (iv) a supply agreement for the production of TTM 3 tire sensors at the Toulouse site.

18. Services

CAG and/or other companies of the Continental Group and CA Holding SE and/or other companies of the Automotive Group shall enter into "Transitional Services Agreements", which may relate, for example, to services in the areas of HR, IT, purchasing and logistics, at the latest by the Closing Date. Under these Transitional Services Agreements, CAG and its Group Companies will enter into bilateral agreements ("Statements of Work") with CA Holding SE and its Group Companies on individual transition services (or categories of transition services).

19. Intellectual property rights

19.1 By the Closing Date, Continental Reifen Deutschland GmbH, CAG and CA Holding SE or another company of the Automotive Group shall enter into a license agreement with effect as at the Spin-off Effective Date, under which certain transition and grace periods for using the name "Continental" and the logos of the Continental Group (e.g., on specifications, products, product packaging and tools) as well as further rights of use for certain products in the Independent Aftermarket are granted to the Automotive Group.

19.2 The Continental Group and the Automotive Group intend to enter into (cross-)license agreements and/or other agreements with effect as at the Closing Date, which shall

enable both Groups to continue and develop their businesses as independently as possible after the Spin-off. This concerns in particular patents. With regard to development services (if any) provided by the Automotive Group or the Continental Group for the respective other Group and joint developments (if any) (such as in the area of the TTM 3 tire sensor), agreements are intended to be concluded for the allocation and cross-licensing of the resulting intellectual property rights.

19.3 The Parties intend to allocate joint patents (if any) held jointly by companies of the two Groups and the joint inventions such patents are based on to one of the two Groups by the Closing Date.

VIII. Taxes

20. Exclusion of the application of other provisions under this Agreement to Taxes

With regard to Taxes, the provisions in this part VIII shall take precedence over the other provisions of this Agreement. In addition, the provisions in secs. 9.3, 10, 11, 31, 34 and 35 shall also apply to Taxes. All other provisions of this Agreement shall only apply to Taxes if and to the extent that this part VIII and secs. 9.3, 10, 11, 31, 34 and 35 do not contain more specific or conclusive provisions.

21. Definitions for part VIII

21.1 "**Tax(es)**" within the meaning of this Agreement means (i) all taxes under federal, state, EU or local law, together with incidental tax charges thereon within the meaning of Section 3 of the German Fiscal Code (*Abgabenordnung* – ***AO***) or any similar applicable law of a foreign jurisdiction, (ii) tax withholding amounts, (iii) customs duties, (iv) all amounts owed under tax allocation agreements or systems, (v) legal liabilities for taxes, (v) minimum tax under the German Minimum Tax Act (*Mindeststeuergesetz* – ***MinStG***) and any other Pillar 2 Taxes, and (vii) any fines or penalties imposed in direct connection with such Taxes under (i) to (v); input tax paid pursuant to Section 15 of the German VAT Act (*Umsatzsteuergesetz* – ***UStG***) (or a corresponding rule under the laws of a foreign jurisdiction) shall also be deemed to be Tax if and to the extent that it is not refunded by the tax authority. For the avoidance of doubt: The term "Tax" shall not include deferred taxes, loss carryforwards, interest carryforwards or similar items, unless these items are explicitly specified in part VIII (e.g., in sec. 24.8.2).

21.2 "**Taxable Income**" means income for corporate income tax purposes, trade income and corresponding assessment bases for foreign income taxes (including Taxes on capital gains), in each case before deduction of Losses.

21.3 "**Effective Transfer Date for Tax Purposes**" means the date on which CAG as transferring entity must prepare the closing balance sheet for commercial law purposes for the Spin-off. Pursuant to sec. 2.2 of the Spin-off Agreement and subject to a postponement pursuant to sec. 4 of the Spin-off Agreement, this date is December 31, 2024.

21.4 "**Pre-Effective Date Period**" means the period or parts thereof up to (and including) the Effective Transfer Date for Tax Purposes. "**Pre-Effective Date Taxes**" means all taxes relating to Pre-Effective Date Periods.

21.5 "**Post-Effective Date Period**" means the period or parts thereof after the Effective Transfer Date for Tax Purposes. "**Post-Effective Date Taxes**" means all taxes relating to Post-Effective Date Periods. (For the avoidance of doubt: The companies of the Continental Group and the companies of the Automotive Group shall each bear their own Post-Effective Date Taxes (see sec. 24.2)).

21.6 "**Tax Loss**" means corporate income tax losses or trade tax deficits as well as similar items under foreign tax law.

21.7 "**Tax Loss Carryforward(s)**" means corporate income tax loss carryforwards or trade tax loss carryforwards as well as similar items under foreign tax law.

21.8 "**Consolidated Tax Group**", "**Consolidated Tax Group Relationship**" or "**Tax Group**" means a consolidated tax group for income tax purposes within the meaning of Section 14 of the German Corporate Income Tax Act (*Körperschaftsteuergesetz* – ***KStG***) or Section 2 of the German Trade Tax Act (*Gewerbesteuergesetz* – ***GewStG***) or any similar form of consolidated, additive or otherwise wholly or partially combined taxation of the earnings or other material taxation criteria of several companies abroad, including in particular the currently existing tax groups between companies of the Continental Group and the Current Automotive Group in France, Spain, Italy, Romania, the United Kingdom, Hungary, Australia and the Netherlands.

21.9 "**Automotive Carve-Out**" means the transfer of certain branches of activity (Teilbetriebe) for tax purposes ("Teves branch of activity" and "Automotive branch of activity") as part of a carve-out by CA GmbH to CAT GmbH in accordance with the carve-out and transfer agreement dated June 3, 2022, which became effective upon registration with the commercial register of CA GmbH on July 1, 2022 (essential part of the so-called Project Shape).

21.10 "**AM Carve-Out**" means the transfer of the Autonomous Mobility branch of activity of Continental Temic microelectronic GmbH ("**Conti Temic**") to Continental Autonomous Mobility GmbH ("**CAMG**") as part of a carve-out in accordance with the carve-out agreement dated April 8, 2024, which became effective upon registration with the commercial register of Continental Temic microelectronic GmbH on April 30, 2024.

21.11 "**Shape Lock-up Shares**" within the meaning of this Agreement means the shares in CA GmbH and the shares in CAT GmbH as at the Effective Transfer Date for Tax Purposes and prior to the implementation of the Merger and the Spin-off.

21.12 "**Relevant Tax Matter**" means any tax matter which may give rise to an obligation of a Party (both a substantive obligation, for example to pay or economically bear Taxes, and an obligation in connection with Tax Proceedings) under part VIII (Taxes) or in connection with the Spin-off.

21.13 "**Tax Return**" means any tax return, assessment declaration or similar declaration.

21.14 "**Pillar 2 Rules**" means (i) the Global Anti-Base Erosion Model Rules published by the Organization for Economic Co-operation and Development on December 20, 2021, as amended from time to time, and/or (ii) any national or international law (in particular, Council Directive (EU) 2022/2523 of December 14, 2022 (Minimum Taxation Directive)) and the German MinStG introduced or to be introduced to implement them; "**Pillar 2 Taxes**" means taxes of any jurisdiction incurred as a result of the implementation of Pillar 2 Rules (primary, secondary and national top-up taxes).

21.15 "**Controlled Automotive Tax Group Company**" shall have the meaning ascribed to such term in sec. 24.5.

21.16 "**Tax Proceedings**" shall have the meaning ascribed to such term in sec. 28.2

21.17 "**Relevant Tax Proceedings**" shall have the meaning ascribed to such term in sec. 28.3.

21.18 "**Tax Indemnification Claim**" shall have the meaning ascribed to such term in sec. 22.

21.19 "**Offsetting Effect Claim**" shall have the meaning ascribed to such term in sec. 26.2.

21.20 "**Additional Taxable Income**" shall have the meaning ascribed to such term in sec. 26.1.

22. Tax Indemnification Claim

In this part VIII, the Parties agree how certain tax burdens shall be economically borne (economic allocation of taxes (*wirtschaftliche Steuertragung*)) between the Parties. If the Tax payable by a Party (together with the companies of its Group) under the applicable tax law (taking into account tax refunds) exceeds the Tax to borne by that Party under this Agreement, the other Party shall reimburse that Party (or – at the option of the Party asserting the claim – the relevant company of its Group) for the relevant difference ("**Tax Indemnification Claim**"). If the Tax payable under the applicable tax law (taking into account tax refunds) increases or decreases (for example, due to a tax audit or appeal proceedings) after a Tax Indemnification Claim has been settled, the calculation of the tax indemnification shall be adjusted accordingly and the difference resulting from the adjustment shall be paid to the respective entitled party.

23. Taxes in connection with the Spin-off

23.1 Transfer taxes including real estate transfer tax

23.1.1 Transfer taxes (including a German real estate transfer tax but excluding German VAT which is governed by the provisions of sec. 23.3) arising in connection with the Spin-off shall be borne by the companies of the respective Group in each case in the amount in which they are the persons legally liable for the payment of such Tax under applicable tax law (such as, in particular, the German Real Estate Transfer Tax Act (*Grunderwerbsteuergesetz* – ***GrEStG***)). The Parties expect that the entire amount of any real estate transfer tax incurred as a result of the Spin-off will be incurred by companies of the Automotive Group.

CAG will pay CA Holding SE an amount equivalent to 50% of the real estate transfer tax incurred by companies of the Automotive Group.

23.1.2 Such real estate transfer tax, which is triggered by the fact that the Spin-off or the preparatory Merger of CA GmbH into CAG fails to comply with and violates subsequent holding periods for real estate transfer tax purposes within the meaning of Section 6a GrEStG from previous transformations in which companies of the Current Automotive Group were involved (for example, from the Automotive Carve-Out), shall be borne in full by the persons legally liable for the payment of such tax under the applicable tax law. If several companies are jointly and severally liable for a relevant transfer tax under the applicable tax law (as is the case, for example, for real estate transfer tax incurred as result of the Automotive Carve-Out from CA GmbH to CAT GmbH), the allocation between the companies shall be determined by a contractual agreement between the companies regarding the allocation of these tax liabilities; if there is no such contractual agreement in place, the relevant transfer tax shall be borne equally by the companies concerned. The Parties expect that, subject to this provision, the entire amount of this real estate transfer tax resulting from the violation of subsequent holding periods within the meaning of Section 6a GrEStG will be incurred by companies of the Automotive Group.

23.2 **Contribution gain I; step-up amount**

23.2.1 The Parties expect that a harmful violation of the lock-up period within the meaning of Section 22(1) UmwStG will (or at least may) arise as a result of the transfer of the shares in CAT GmbH as part of the Spin-off, with the consequence that tax will be incurred by CAG on the contribution gain I in accordance with Section 22(1) UmwStG for the transfers in connection with the Automotive Carve-Out. The tax on a contribution gain I with regard to the Shape Lock-up Shares shall be borne by CAG.

23.2.2 CAG shall be solely responsible for determining the contribution gain I (including the underlying valuation) and any related Tax Proceedings (including, in particular, declarations to the tax authorities, tax audits and appeal proceedings, if any). CA Holding SE and the companies of the Automotive Group shall provide the best possible support to CAG, where necessary or helpful in the reasonable opinion of CAG, and shall also follow corresponding instructions given by CAG.

23.2.3 CAT GmbH shall be entitled to a step-up amount under the conditions of Section 23(2) UmwStG. No compensation shall be owed by CAT GmbH or CA Holding SE for this amount. CAG and the companies of the Continental Group shall support CA Holding SE and CAT GmbH, to the extent necessary or helpful in their reasonable opinion, in claiming the step-up amount. However, this does not include any obligation of CAG with regard to the amount of the contribution gain I including the underlying valuation (see sec. 23.2.2) or to accelerate the payment of tax on the contribution gain I beyond the statutory or regulatory

framework; these aspects and the relevant Tax Proceedings shall be determined solely by CAG.

23.3 **VAT**

23.3.1 The Parties expect that CA Holding SE is an entrepreneur (*Unternehmer*) within the meaning of the UStG for VAT purposes (subject to any Consolidated Tax Group for VAT purposes with CAG until the Closing Date) due to its future business and service planning because it intends to provide entrepreneurial services to CAT GmbH and its subsidiaries for consideration. The Parties also expect that CA Holding SE will establish its own Consolidated Tax Group for VAT purposes as controlling company with CAT GmbH and its subsidiaries as controlled companies as at the Closing Date to the same extent as it previously existed with CAG as controlling company in the consolidated tax group for VAT purposes of the Continental Group; the financial integration will be established with the acquisition of all shares in CAT GmbH from the Closing Date, the economic integration through the planned service relationships and other commercial interrelationships, and the organizational integration in particular through the transfer of the Domination and Profit and Loss Transfer Agreement with CAT GmbH as a result of the Spin-off. CA Holding SE shall do everything necessary at all times (even before the Closing Date) to achieve and maintain these qualifying criteria for VAT purposes; CAG shall provide the best possible support to CA Holding SE in this regard, where necessary or helpful.

23.3.2 The Parties expect that no VAT will be incurred with regard to the agreement and implementation of the Spin-off due to the fact that these transactions are not subject to VAT because they are carried out within the framework of an existing Consolidated Tax Group for VAT purposes in the previous Continental Group or, in any case, they constitute a transfer of an entire business as a going concern (*Geschäftsveräußerung im Ganzen*) within the meaning of Sections 1(1a), 15a(10) UStG. If, contrary to the expectations of the Parties, the tax authorities take the view that these transactions are fully or partially subject to VAT, the Parties shall take all necessary and reasonable steps to avoid a legally binding VAT assessment and, in particular, to achieve VAT exemption. An option for VAT liability within the meaning of Section 9 UStG shall be excluded. If, contrary to the expectations of the Parties, VAT is nevertheless assessed, CA Holding SE shall economically bear the statutory VAT and – if it is not itself the person liable for the payment of the VAT pursuant to Section 13b UStG, but the VAT is incurred by CAG – reimburse CAG for the VAT concurrently with and in exchange for the issue of an invoice within the meaning of Sections 14, 14a UStG by CAG. If the net VAT burden (i.e., the final burden taking into account an input tax refund) of CA Holding SE is not caused by the actual actions or omissions of CA Holding SE (in particular a breach of its obligations pursuant to sec. 23.3.1), CAG shall bear half of this net VAT burden. Any remaining interest within the meaning of the AO on the VAT (if CA Holding SE is the person liable for the payment of the VAT: less any interest on refunds from an input tax deduction by CA Holding SE) shall be borne equally by the Parties, and each Party shall indemnify the respective other Party accordingly on a pro rata basis.

23.4 **Pillar 2 Taxes**

23.4.1 The Parties expect that no Pillar 2 Tax will arise as a result of the Merger and the Spin-off. Irrespective of this, the Parties undertake to exercise any accounting or other options in such a way that no taxable profit arises under the applicable law and/or accounting standards for such Pillar 2 Tax or that such a profit is as low as possible. If, contrary to expectations, such Pillar 2 Tax will arise as a result of the Merger or the Spin-off, it shall be allocated between the companies in the relevant minimum tax group in accordance with Section 3(6) MinStG and, in the case of foreign Pillar 2 Tax, in accordance with the local Pillar 2 Rules applicable in the relevant foreign jurisdiction.

23.4.2 If Pillar 2 Tax is incurred for other reasons than the Merger or the Spin-off for periods up to the end of the year in which the Closing Date falls, the relevant tax shall be borne in the manner resulting from the applicable law (i.e., in Germany in accordance with Section 3(6) MinStG, in foreign jurisdictions that levy Pillar 2 Tax in accordance with the local rules applicable there).

23.4.3 If Pillar 2 Tax is borne in accordance with this sec. 23.4, the Automotive Group shall be treated as independent (and not wholly or partially as part of the Continental Group) for the entire year.

23.5 **Other Taxes in connection with the Spin-off**

23.5.1 If restructurings or disposals within the Automotive Group after the Closing Date (directly or indirectly) result in the application of an add-back amount (*Hinzurechnungsbetrag*) pursuant to Section 10 of the German External Tax Relations Act (*Außensteuergesetz* – ***AStG***) at CAG or another company of the Continental Group and this add-back amount results from income in respect of which a company of the Automotive Group is an intermediate company (*Zwischengesellschaft*) pursuant to Sections 7 and 8 AStG, CA Holding SE shall pay to CAG an amount to be calculated in accordance with the provisions in sec. 24.4 in conjunction with sec. 24.3.

23.5.2 All other Taxes arising in connection with the Spin-off of the Spin-off Assets (including preparatory measures such as the Merger, the establishment of the financing structure of CA Holding SE (including the Target Cash and Cash Equivalents), etc.) shall be borne by the Party (itself or the companies belonging to its Group) which is the person liable for the payment of such Taxes under the applicable tax laws or which must bear the Taxes under another contractual agreement, unless special provisions of this agreement take precedence.

24. Provisions on other Taxes, in particular Pre-Effective Date Taxes

24.1 **Pre-Effective Date Taxes** which are not covered by the provisions of sec. 23 and are also not covered by special provisions of this Agreement in this part VIII shall be borne by the relevant company of the Continental Group or the Automotive Group that is the person legally liable for the payment of such Taxes.

24.2 **Post-Effective Date Taxes** incurred by a company of the Automotive Group shall be borne exclusively by companies of the Automotive Group (and in any event not by a company of the Continental Group). To the extent that – contrary to the expectations of the Parties and the agreed provision on the economic allocation of these Post-Effective Date Taxes – a company of the Continental Group is the person liable for the payment of such Post-Effective Date Taxes or has economically borne such Post-Effective Date Taxes, CA Holding SE shall make a corresponding compensation payment to CAG or, at the request of CAG, to the relevant company of the Continental Group. The provisions in sentences 1 and 2 of this sec. 24.2 shall also apply in the reverse case, i.e., if a company of the Automotive Group is the person liable for the payment of Post-Effective Date Taxes incurred by a company of the Continental Group or has economically borne such Post-Effective Date Taxes.

24.3 **AM Carve-Out:** As a result of the AM Carve-Out, a branch of activity (*Teilbetrieb*) for tax purposes was transferred from Conti Temic to CAMG. CA Holding SE shall ensure that CAMG submits a proper request to the competent authority in due time that (i) the book value for tax purposes shall be used for this transfer (contribution for tax purposes within the meaning of Section 20 UmwStG) and (ii) December 31, 2023 shall be the effective transfer date for tax purposes of the AM Carve-Out. CA Holding SE shall also ensure that all necessary measures and no harmful actions are taken so as to ensure that the valuation at book values is maintained and no contribution gain I is triggered. If a taxable contribution gain I is nevertheless incurred in this respect and this results in an increase in the Taxable Income attributed to CAG as controlling company of Conti Temic and CAMG in the consolidated tax group for income tax purposes, CA Holding SE shall compensate CAG for any resulting damage. In particular, payments of Tax (if any) and the utilization of Tax Losses or Tax Loss Carryforwards due to the incurrence of a contribution gain I (provided that the partial forfeiture of Tax Loss Carryforwards pursuant to Section 15(3) UmwStG shall be taken into account) shall be compensated; the amount of the utilized Tax Losses/Loss carryforwards to be compensated shall be compensated on a lump-sum basis with 25% of the relevant forfeited loss amount. The relevant compensation for the damage shall be payable as soon as a contribution gain I has been taken into account in tax assessment notices issued to CAG. A final calculation of the damage and the compensation to be paid by CA Holding SE shall be made as soon as the tax audit at Temic and CAMG has been completed and the corresponding tax assessment notices have become final and binding.

24.4 The principle set out in sec. 24.3 with CA Holding SE's compensation obligation shall apply accordingly if other lock-up periods for tax purposes under German or foreign laws in the Automotive Group are violated by companies of the Automotive Group after the Closing Date and this results in tax damage for CAG or other companies of the Continental Group.

24.5 **German Consolidated Tax Groups for income tax purposes:** Sec. 24.1 also applies (subject to the foregoing special provisions, in particular secs. 24.3, 24.4 and 28.8) to German corporate income tax and trade tax incurred for periods in which companies of the Current Automotive Group were wholly or partially part of Continental's previous Consolidated Tax Group for income tax purposes ("**Controlled Automotive Tax Group Companies**"), and therefore the income taxes are also owed by CAG as the

ultimate controlling company of the Consolidated Tax Group on Taxable Income of these companies. To the extent that Tax Losses of the Controlled Automotive Tax Group Companies from these periods have reached the level of CAG, no compensation shall be owed by CAG. If, after the Effective Transfer Date for Tax Purposes, the Taxable Income of a Controlled Automotive Tax Group Company increases for Pre-Effective Date Periods and this results in potentially tax-reducing offsetting effects for the Controlled Automotive Tax Group Company in Post-Effective Date Periods (e.g., due to higher depreciations for tax purposes), CA Holding SE shall owe CAG compensation in accordance with sec. 26.

24.6 To the extent that, with regard to the subject matter provided for in sec. 7.1 sentence 3, Taxes or other costs borne by the Continental Group as a result of this subject matter will be refunded to the Automotive Group after June 30, 2025, CA Holding SE shall promptly reimburse an amount equal to such refunds to CAG.

24.7 **Foreign withholding taxes**: In the past, the Controlled Automotive Tax Group Gompanies regularly submitted foreign withholding tax certificates to CAG. CAG reviewed whether these withholding tax certificates would give rise to a tax credit and, if the review was positive, paid an amount equal to the potential tax refund to the relevant Controlled Automotive Tax Group Company. After the Closing Date, CAG will continue to review the foreign withholding tax certificates submitted by Controlled Automotive Tax Group Companies for periods until the Effective Transfer Date for Tax Purposes and pay an amount equal to the potential tax refund to the relevant Controlled Automotive Tax Group Company, unless there are reasonable doubts as to whether the withholding taxes will give rise to a tax refund. The provision in the foregoing sentence of this sec. 25.6 only applies to foreign withholding tax certificates that have been submitted to CAG by Controlled Automotive Tax Group Companies by December 31, 2026 at the latest (CAG will no longer review any withholding tax certificates submitted later or make corresponding payments).

24.8 **Foreign Tax Groups:** In Pre-Effective Date Periods, foreign Tax Groups were in place in France, Spain, Italy, Romania, the United Kingdom, Hungary, Australia and the Netherlands. With regard to these Tax Groups, the Parties agree that the following shall apply:

24.8.1 Pre-Effective Date Taxes assessed after the Effective Transfer Date for Tax Purposes – irrespective of the question of who is the formal person legally liable for the payment of such Taxes vis-à-vis the tax authorities – shall be borne by the relevant company that has caused the incurrence of these Taxes by its economic activity (e.g., the profits generated, sales or other taxation criteria) or other tax-relevant conduct.

24.8.2 To the extent that Tax Losses, Tax Loss Carryforwards or similar items incurred in the Pre-Effective Date Periods in accordance with the applicable tax law remain with the previous controlling company of the Tax Group when the Automotive companies leave the Tax Group, no compensation shall be owed for this. If the applicable tax law provides that Tax Losses, Tax Loss Carryforwards or similar items shall be partially allocated back to the departing companies

when the Automotive companies leave the Tax Group, such a reallocation shall be carried out in accordance with the applicable rules; the Parties shall make mutual efforts (in particular, if options exist) to ensure that the principle of economic causation (*Prinzip der wirtschaftlichen Verursachung*) is taken into account as far as possible.

24.8.3 The French Tax Group is based on a French tax group agreement under which the French controlling company of the Tax Group shall pay compensation to a departing group company for Tax Losses incurred during the period of its membership in the Tax Group. The provision in the tax group agreement shall take precedence over the provision in sec. 24.8.2 sentence 1, i.e., if such a compensation payment is owed in accordance with the provisions of the French tax group agreement, this compensation payment shall not be excluded by the provision in sec. 24.8.2 sentence 1.

24.8.4 If the previous foreign Tax Group does not end on December 31, 2024/January 1, 2025 but continues beyond this effective date, the Pre-Effective Date Period within the meaning of this Agreement shall be deemed to be (in deviation from the general definition) the period until the end of the relevant Tax Group.

24.9 The Parties undertake (i) to take all actions that serve to maintain the existing German and foreign Consolidated Tax Group Relationships until the end of the Effective Transfer Date for Tax Purposes or the relevant date thereafter pursuant to sec. 24.8.4, and (ii) to refrain from all actions that jeopardize the recognition of these Consolidated Tax Group Relationships.

24.10 If a German or foreign Consolidated Tax Group Relationship is subsequently not recognized by the tax authorities for Pre-Effective Date Periods, the Parties shall cooperate in the best possible way and take all reasonable steps (including any appeal or legal proceedings) to maintain these Consolidated Tax Group Relationships between CAG or companies of the Continental Group and the companies of the Current Automotive Group for tax purposes and to avert non-recognition. This also includes any necessary (retroactive or ongoing) changes or adjustments to balance sheets. In particular, with regard to German Consolidated Tax Group Relationships for income tax purposes, the Parties shall mutually support each other in the event that a balance sheet under commercial law of a controlled tax group company contains valuations that are considered to be incorrect and indicated by the tax authorities as error within the meaning of Section 14(1) sentence 1 no. 3 sentence 4 KStG and, if necessary, take appropriate measures to remedy the error in order to ensure that the Consolidated Tax Group is recognized for tax purposes; in addition, the Parties shall take any other measure that appear to be appropriate or necessary in connection with Section 14(1) sentence 1 no. 3 sentences 4 and 5 KStG. To the extent that, in this connection, payments by or to the previous controlling company are necessary to maintain the Consolidated Tax Group, the relevant Party obliged to pay shall make these payments; however, the aforementioned measures are not intended to have any final economic effects between the Parties; the Parties shall therefore carry out a corresponding concurrent mutual settlement in such a way that, after such settlement, the Parties are in the same position

as they would be in without the implementation of the measures taken to maintain the Consolidated Tax Group.

24.11 In the event that, contrary to the expectations of the Parties, an existing German or foreign Consolidated Tax Group is subsequently not recognized by the tax authorities, the Parties agree that the following shall apply:

24.11.1 If the non-recognition of a Consolidated Tax Group results from a breach of obligations relating to conduct (in particular, the obligations relating to conduct set forth in sec. 24.9) or this breach of obligations relating to conduct prevented the possible continuation of the Consolidated Tax Group, the Party that has committed the breach shall compensate the other Party for the damage resulting from the non-recognition of the Consolidated Tax Group. If, at the time of assertion of the claim pursuant to this sec. 24.11.1, the damage consists in the utilization or forfeiture of Tax Losses or Tax Loss Carryforwards, the utilized or forfeited Tax Losses or Tax Loss Carryforwards shall be compensated on a lump-sum basis with 25% of their amount.

24.11.2 Except in a case pursuant to sec. 24.11.1, if the non-recognition of a Consolidated Tax Group results in a tax disadvantage (in the form of Tax payments or – also taking into account the closing of the Spin-off – a reduction in Tax Losses or Tax Loss Carryforwards) for a Party on an aggregate basis (i.e., taking into account all companies of that Party's Group) and a tax advantage (in the form of tax refunds or – also taking into account the closing of the Spin-off – an attribution of Tax Losses or Tax Loss Carryforwards) for the other Party on an aggregate basis (i.e., taking into account all companies of that Party's Group), the Party having the tax advantage shall pay an amount equal to such advantage to the other Party. If the tax disadvantage of one Party is less than the tax advantage of the other, the Parties shall equally bear the net tax advantage (i.e., the payment of the Party having the advantages to the Party having the disadvantages is limited to the amount of the disadvantage of one Party plus half of the advantage of the other Party in excess of this amount). Sentence 2 shall apply accordingly (i.e. sharing of a net tax advantage) if both Parties have tax advantages on an aggregate basis (i.e., taking into account all companies of their respective Group); the Party with the higher advantages shall then pay to the other Party half of the amount by which its tax advantages exceed the advantages of the other Party. In this calculation, Tax Losses and Tax Loss Carryforwards shall be valued on a lump-sum basis at 25% of the relevant amount.

25. VAT

25.1 Subject to the provisions in sec. 23.3, VAT (including input taxes) shall be borne by the relevant company of the Continental Group or the Automotive Group that is or was the person legally liable for the payment of such Tax.

25.2 A German Consolidated Tax Group for VAT purposes and a corresponding VAT allocation system is in place between CAG as the controlling company and some of the companies of the Automotive Group as controlled companies. The Parties agree that

the Consolidated Tax Group for VAT purposes and the existing allocation system shall continue for as long as possible and shall end for future periods at the latest when the Spin-off takes effect. For VAT periods up to the termination of the Consolidated Tax Group for VAT purposes, the allocation procedure shall be retained; the Parties shall carry out a final settlement under the existing allocation system within 6 months after the Spin-off has taken effect. If, after this final settlement, in particular due to tax audits or regulatory or judicial proceedings, changes in the input tax refunds received, payable VAT amounts or consideration paid to third parties for supplies and services occur at CAG as the former controlling company of the Consolidated Tax Group or at the former controlled companies, the Parties shall apply the previous allocation procedure analogously and carry out a corresponding settlement. The aforementioned allocations shall also include any interest on subsequent payments or refunds. Claims between CAG and the controlled companies under the allocation system or under the analogous application of the allocation system shall take precedence over the other provisions of this Agreement.

25.3 In the event that, contrary to the expectations of the Parties, the Consolidated Tax Group for VAT purposes between CAG as the controlling company and some of the companies of the Automotive Group as controlled companies, which exists prior to or until the Closing Date, is subsequently not recognized by the tax authorities, the Parties agree that the following shall apply:

25.3.1 A positive difference between input tax refunds received and payable VAT amounts resulting from the non-recognition of this Consolidated Tax Group shall be paid by CAG to the relevant company of the Automotive Group. If the non-recognition of a Consolidated Tax Group results in a positive difference between input tax refunds received and payable VAT amounts at a company of the Automotive Group, the latter shall pay the relevant amount to CAG.

25.3.2 If supplies and services have occurred between members of the Consolidated Tax Group for VAT purposes before the Closing Date that are to be treated as supplies and services subject to VAT in accordance with the UStG due to the non-recognition of the Consolidated Tax Group for VAT purposes, the company providing the supplies and servies shall issue a proper invoice within the meaning of the UStG and the company receiving the supplies and services shall pay the VAT shown in this invoice to the company providing the supplies and services accordingly (except in a case pursuant to Section 13b UStG).

25.4 Sec. 24.9 and sec. 24.10 sentence 1 apply accordingly in cases of a Consolidated Tax Group for VAT purposes.

25.5 The Parties jointly expect that, in the future, mutual transactions relating to the sale of supplies and services (*Umsatzgeschäfte*) between the companies of the Continental Group and companies of the future CA Holding SE Group will generally be treated as subject to VAT and not tax-exempt in accordance with the statutory provisions, unless exceptional circumstances exist. Agreed prices for such transactions shall generally be net of statutory VAT. Where necessary, mutual information and evidence shall be provided (e.g. for tax exemption for supplies abroad). Apart from that, the Parties and their

respective Group companies reserve their right to enter into individual agreements in this regard.

26. Payment of offsetting effects

26.1 Pursuant to sec. 24.1, CAG shall generally bear any Taxes on the income of the Controlled Automotive Tax Group Companies for Pre-Effective Date Periods. If, in particular due to tax audits, (i) after the Effective Transfer Date for Tax Purposes, an increase in the Taxable Income of a Controlled Automotive Tax Group Company for Pre-Effective Date Periods occurs compared to the most recent Tax Return filed with the tax authorities until then or, if no Tax Return has been filed yet, the tax calculations of CAG for the purposes of its financial reporting (***Additional Taxable Income***), and (ii) this results in potentially tax-reducing offsetting effects (e.g., due to higher depreciations for tax purposes) for a Controlled Automotive Tax Group Company or another company of the Automotive Group in Post-Effective Date Periods, CA Holding SE shall owe CAG compensation in accordance with the following provisions.

26.2 The amount of this compensation shall be the value of these offsetting effects, which shall be determined in accordance with sec. 26.3, taking into account a Lump-Sum Settlement Approach (***Offsetting Effect Claim***). An Offsetting Effect Claim shall be excluded to the extent that CAG or another company of the Continental Group receives an indemnification against, or other compensation, for the Tax on the Additional Taxable Income from a third party during the Pre-Effective Date Period.

26.3 The value of the offsetting effects shall be calculated on a lump-sum basis as follows:

26.3.1 The assessment basis shall be the total net amount of the potentially tax-reducing offsetting effects (i.e., the sum of the increase in the relevant book values for tax purposes of assets and the reduction in tax liabilities) for periods from January 1, 2025, insofar as it is not attributable to non-amortizable goodwill and financial assets, less any offsetting negative potential tax-increasing effects (if any) (i.e., the sum of a reduction in the tax assessment bases); the amount is to be calculated as aggregate amount for all previous Controlled Automotive Tax Group Companies existing as at December 31, 2024/January 1, 2025.

26.3.2 This assessment basis shall be multiplied by 30%.

26.3.3 A lump-sum deduction of 50% shall be made from the value resulting from sec. 26.3.2. The remaining amount shall be the Offsetting Effect Claim.

26.3.4 This lump-sum calculation shall be deemed to fully cover and settle all relevant effects that the offsetting effects may have. In particular, it is also irrelevant whether CAG – during the period in which the Additional Taxable Income is incurred – or the relevant Controlled Automotive Tax Group Company or other companies of the Automotive Group – during the period in which the potentially tax-reducing offsetting effects may have an effect – are in a tax paying position or generate Tax Losses or have Tax Loss Carryforwards that are available for a setoff.

(the ***Lump-Sum Settlement Approach***).

26.4 An Offsetting Effect Claim may only be asserted if the offsetting effects may result, in the aggregate over all Pre-Effective Date Periods, in a reduction in the assessment basis (i.e., the amount pursuant to sec. 26.3.1) of the relevant Tax by three (3) million euro or more; in this case, the claim can be asserted in full (exemption threshold). The calculation pursuant to sentence 1 shall be made (i) on an aggregate basis for all companies concerned (meaning that the offsetting effects of all companies concerned shall be consolidated). If, particularly after the conclusion of a tax audit, it is not yet possible to assert an Offsetting Effect Claim because the relevant reduction in the assessment basis is below the exemption threshold, this reduction amount shall not be lost but shall be taken into account in the next assertion of an Offsetting Effect Claim (e.g. after the conclusion of the subsequent tax audit) to determine whether the exemption threshold is exceeded.

26.5 As soon as circumstances which may give rise to an Offsetting Effect Claim become known, or should have become known within an appropriate group organization, to CAG or CA Holding SE, CAG or CA Holding SE, as applicable, shall inform the other Party in writing within twenty (20) Banking Days, and CAG and CA Holding SE shall cooperate with each other in accordance with sec. 28.

26.6 When asserting an Offsetting Effect Claim, the following principles shall be observed:

26.6.1 CAG may assert an Offsetting Effect Claim if the tax audits of the Controlled Automotive Tax Group Companies that resulted on an aggregate basis in an increase in the Taxable Income for an assessment period within the Pre-Effective Date Period in accordance with sec. 26.1 (i) have been completed (i.e., in particular, tax assessment notices pursuant to Section 14(5) KStG have been issued following the tax audit, an audit has been completed without result or a particular case has been excluded from the tax audit or otherwise not audited). When calculating the Offsetting Effect Claim in accordance with sentence 1, generally all assessment periods audited in the relevant tax audit should shall be considered on an aggregate basis and the Offsetting Effect Claim shall only be made after completion of the tax audit for all relevant assessment periods; if the completion of the tax audit for individual assessment periods is reasonably expected to take significantly longer, an Offsetting Effect Claim for the other assessment periods may already be asserted after their completion. Sentence 1 shall apply accordingly if an increase in the Taxable Income of a Controlled Automotive Tax Group Company has occurred outside of a tax audit and has been implemented in a tax assessment notice.

26.6.2 The Offsetting Effect Claim asserted for an assessment period in accordance with sec. 26.6.1 shall only relate to increases in the Taxable Income during this assessment period. For other assessment periods, the relevant Offsetting Effect Claim shall be calculated separately on the basis of the Additional Taxable Income incurred during these assessment periods. When calculating the potential tax-reducing offsetting effects in accordance with sec. 26.3.1, it shall be taken into account in each case (insofar as this is reasonably possible) whether and to what extent these offsetting effects already materialize in terms of expenses in assessment periods up to (and including) the Effective Transfer Date

for Tax Purposes so that no Offsetting Effect Claim can be asserted in this respect.

26.6.3 If Offsetting Effect Claims have been asserted for certain assessment periods on the basis of tax assessment notices and these tax assessment notices are subsequently amended (e.g., in regulatory or fiscal court proceedings), the Parties shall recalculate the relevant Offsetting Effect Claims on the basis of the new tax assessment notices issued and mutually settle any difference to the previously asserted Offsetting Effect Claims by a corresponding compensation payment (in one direction or the other) (so-called true-up mechanism for the relevant assessment period).

27. Maturity of claims; limitation period for claims

27.1 Claims for reimbursement or indemnification of Taxes shall become due for payment ten (10) Banking Days after the obligee has notified the obligor in writing of the claim and the relevant payment amount, enclosing copies of the relevant tax assessment and including such documents that demonstrate the reason for and amount of the relevant tax and the claim in an understandable manner but at the earliest three (3) Banking Days before the relevant tax is due for payment to the tax authority.

27.2 An Offsetting Effect Claim shall be due on the date falling twenty (20) Banking Days after the relevant Party asserted the Offsetting Effect Claim in writing vis-à-vis the other Party.

27.3 Claims under this part VIII shall become time-barred six (6) months after the underlying tax for which a relevant obligation exists has become final, binding and non-appealable and can no longer be changed. However, claims of a company of the Continental Group (in particular, claims under sec. 26 and sec. 28.8) shall not become time-barred before the expiry of six months after CA Holding SE or the relevant company of the Automotive Group has informed the relevant company of the Continental Group of the underlying facts and has provided the relevant Documents and information in accordance with the provisions in this part VIII. To the extent that claims of a company of the Automotive Group under this part VIII exist and a company of the Continental Group still has to inform the relevant company of the Automotive Group of the existence of such claims in accordance with this part VIII, these claims shall also not become time-barred before the expiry of six months after CAG or the relevant company of the Continental Group has informed the relevant company of the Automotive Group of the underlying facts and has provided the relevant Documents and information in accordance with the provisions in this part VIII.

28. Cooperation in tax matters

28.1 The Parties shall closely cooperate in Relevant Tax Matters with the aim to reduce the tax burden on each Party and the other companies of the Continental Group and the Automotive Group as far as possible, to the extent permitted by law, or to obtain a tax refund; the Parties shall also ensure, to the extent permitted by law, that the companies affiliated with them within the meaning of Sections 15 et seq. AktG participate in such a cooperation. This cooperation shall include, in particular, mutual support in providing

evidence (including evidence in accordance with Section 22(3) UmwStG or evidence of residence in accordance with conventions for the avoidance of double taxation) to the tax authorities. Real estate transfer tax triggered by the Spin-off and the corresponding notifications shall also be governed by the special provisions in sec. 29 of this Agreement. When applying these provisions of part VIII (Taxes), the Parties shall always apply their rights and obligations (such as decision-making and instruction rights) in accordance with the applicable law.

28.2 Until the Closing Date of the Spin-off, CAG shall generally be responsible for all tax proceedings (in particular, the preparation and submission of Tax Returns, tax audits and regulatory or judicial proceedings) (**Tax Proceedings**) of CAT GmbH and its subsidiaries. To the extent that companies of the Automotive Group have previously conducted Tax Proceedings under their own responsibility, they shall continue to do so until the Closing Date and be responsible accordingly; in this respect, CAG will only exercise the previous tax risk monitoring in accordance with the previous *past practice*. After the Closing Date – subject to the provisions in sec. 28.3 to sec. 28.8 of this Agreement – CA Holding SE and the relevant companies of the Automotive Group shall be solely responsible for all Tax Proceedings concerning them (for the avoidance of doubt, this shall also include the collection and transmission of the relevant data and information for minimum tax purposes to the parent company (controlling company) of the German minimum tax group for the companies of the Automotive Group from 2025 onwards).

28.3 To the extent that Tax Proceedings of companies of the Automotive Group concern or may concern the material interests of CAG or the companies of the Continental Group (also indirectly, for example in cross-border proceedings relating to transfer pricing or Pillar 2 proceedings (**Relevant Tax Proceedings**), the following principles shall apply, which are specified in more detail below:

28.3.1 To the extent that the **German Consolidated Tax Group for income tax purposes** (see sec. 24.5) is concerned or in other cases in which CAG or the companies of the Continental Group bear the Taxes in accordance with this Agreement alone, the following shall apply: For tax periods in which the relevant Consolidated Tax Group exists for tax purposes, the interests of CAG as controlling company are primarily concerned. Therefore, CAG shall (i) be fully involved in the Relevant Tax Proceedings in every respect and (ii) have the right to determine the content of these proceedings and direct them under its responsibility (in particular by issuing corresponding instructions to the relevant companies of the Automotive Group); this applies in particular to the filing of Tax Returns (including, in particular, the assessment declarations within the meaning of Section 14(5) KStG), tax audits and appeals against tax assessment notices issued to Controlled Automotive Tax Group Companies.

28.3.2 With regard to **foreign Consolidated Tax Group Relationships** and other cases in which the Parties each bear part of the Taxes in accordance with this Agreement (i.e., if no case in which a Party bears the Taxes alone pursuant to sec. 28.3.1 is present), the Parties shall closely coordinate their activities in order to conduct the Relevant Tax Proceedings jointly. In each such case, special

consideration shall be given to the relevant company (so that it is able to significantly direct the conduct of the Relevant Tax Proceedings in accordance with the provisions of this agreement) which bears the relevant part of a Tax in accordance with this Agreement; if companies of both Groups are concerned, the Parties shall coordinate their activities having regard to their respective interests and percentages of Taxes borne by them. The Parties shall specify the specific procedure in detail before or after the Closing Date on the basis of these principles, taking into account the particularities of the relevant foreign Consolidated Tax Group Relationship.

28.4 To the extent that the preparation of a Tax Return (including any changes thereof) to be filed by a company of the Automotive Group constitutes Relevant Tax Proceedings, CA Holding SE shall ensure that the draft of such a Tax Return is submitted to CAG for review at least thirty (30) Banking Days prior to the expiry of the filing deadline. CAG shall inform CA Holding SE within (20) Banking Days whether it agrees with the Tax Return or whether it requests changes; otherwise the Tax Return shall be deemed approved by CAG. CA Holding SE guarantees that the Tax Return will be filed only with the prior approval of CAG. If the Parties are unable to reach agreement on the content of the Tax Return, the Party that bears all or the greater part of the relevant Tax in accordance with this Agreement shall decide; in this respect, the principles set out in sec. 28.3.2 shall apply.

28.5 The cooperation in other Relevant Tax Proceedings shall include the following obligations in particular:

28.5.1 CA Holding SE shall provide CAG in Relevant Tax Proceedings within five (5) Banking Days (i) of receipt with copies of all tax assessment notices, tax assessments, letters from the tax authorities relating to tax audits (audit orders, auditor enquiries, provisional and final audit findings, provisional and final audit reports) and letters from the authorities and, as the case may be, from the competent court in other tax-related administrative or judicial proceedings, and (ii) inform CAG about any material non-written communication with the tax authorities.

28.5.2 If and to the extent that CAG or the companies of the Continental Group have to bear the Tax in accordance with this Agreement (i.e., a case pursuant to sec. 28.3.1 or sec. 7.1 sentence 3 is present), the Relevant Tax Proceedings shall be conducted under the direction of CAG, i.e., CA Holding SE shall ensure and guarantee that (i) CAG and/or its advisers who are bound to professional secrecy are given the opportunity to participate in the Relevant Tax Proceedings (to the extent that this is accepted by the tax authorities after reasonable consultation with them), (ii) upon the request of CAG, any tax assessment or any other decision by a tax authority or a court is challenged or appeals or other remedies are lodged against it, and (iii) the written instructions given by CAG with regard to the conduct of the Relevant Tax Proceedings are followed, unless these instructions are incompatible with applicable law. If CAG gives written notice that it intends to conduct Relevant Tax Proceedings either itself or through its own advisers, CA Holding SE shall guarantee that CAG and/or

advisers appointed by it who are bound to professional secrecy are authorized without undue delay to represent the relevant company of the Automotive Group in these Relevant Tax Proceedings. No company of the Automotive Group shall make or undertake any acknowledgement or settlement with a court or tax authority with regard to Relevant Tax Proceedings without the prior written permission or written consent of CAG. In the event that the Parties reasonably expect that in Relevant Tax Proceedings certain facts may give rise to an Offsetting Effect Claim of CAG pursuant to sec. 26, legitimate interests of CA Holding SE (taking into account the generally different level of financial interests) shall be taken into account by CAG to this extent (i.e., within the limits of those facts) in the conduct of the Relevant Tax Proceedings pursuant to this sec. 28.5.2. In the event that the Parties reasonably expect that (i) in Relevant Tax Proceedings certain facts may result in negative consequential tax effects for a company of the Automotive Group in periods after the Effective Transfer Date for Tax Purposes and (ii) these negative consequential tax effects exceed the (positive or negative) tax effects of the same facts for companies of the Continental Group (in particular taking into account the financial interests of the Parties), CA Holding SE may, upon written request, take over the conduct of the Relevant Tax Proceedings to this extent (i.e. within the limits of those facts), provided that it has paid to CAG or another company of the Continental Group compensation in advance in the amount of the reasonably expected damage that CAG or another company of the Continental Group will suffer as a result of the Relevant Tax Proceedings being conducted by CA Holding SE to that extent (instead of continuing to be conducted by CAG). If CAG has not, in response to a written request from CA Holding SE, given notice in writing that it intends to conduct the Relevant Tax Proceedings itself or through its own advisers within twenty (20) Banking Days, and has not given any other written instructions (in particular regarding key communication and correspondence with the tax authorities), the relevant company of the Automotive Group may, at its own discretion, pay the relevant Tax or conduct the Relevant Tax Proceedings itself.

28.5.3 If and to the extent that foreign Consolidated Tax Group Relationships are concerned and in other cases in which both Parties have to bear the Tax in accordance with this Agreement (i.e., a case pursuant to sec. 28.3.2 is present), the Relevant Tax Proceedings shall be conducted jointly by both Parties. Sec. 28.5.2 of this Agreement shall apply accordingly with the proviso that the Parties shall first propose any action intended to be taken in relation to the tax authorities or courts to the other Party with the aim of achieving a coordinated approach. If no agreement can be reached within a period of fifteen (15) Banking Days after receipt of the written proposal by the other Party, the following procedure shall apply. The right of final decision and right of instruction shall generally rest with the Party that has to bear all or the greater part of the Tax in accordance with this Agreement, provided that such Party shall take the legitimate tax interests of the other Party into account, giving adequate consideration to the proportion in which such Party has to bear the Tax, and shall also require the consent of the other Party, provided that such consent shall only be withheld by the other Party for important reasons that are justified for tax purposes. If

and to the extent that both Parties have to equally bear the relevant Tax in accordance with this Agreement and the Parties cannot reach an agreement on specialist level and after involving the Coordination Committee pursuant to sec. 35.1 to sec. 35.4, the decision (i) on the lodging or withdrawal of legal remedies, court actions and appeals as well as on taking any other action, if and to the extent that such action changes the material legal position under tax law, shall be made by an arbitral tribunal pursuant to sec. 35.5 of this Agreement upon the request of one of the Parties, and (ii) in all other cases shall be made by the Party which, pursuant to the rules of tax procedural law, is formally directing the Relevant Tax Proceedings. Even if no agreement is reached, a legal remedy, an action or an appeal shall first be filed and the grounds stated if and to the extent that the time limit for filing a remedy or the statement of grounds would otherwise be missed.

28.6 Unless otherwise provided in this Agreement, the Parties and the other companies of the Continental Group and the Automotive Group shall bear their own internal costs and the costs of their advisers in connection with Relevant Tax Matters. If CAG decides that appeals should be lodged against tax assessments or other administrative acts in respect of which CAG has to bear the Taxes in accordance with this Agreement, CAG shall bear the costs of these proceedings. Other costs and fees associated with the Relevant Tax Matters incurred by the companies of the Continental Group or the Automotive Group shall be borne by each Party in proportion to the share of the relevant Taxes, offsetting effects or refunded Taxes that is economically attributable to such Party.

28.7 The Parties shall continue to agree on the details of the cooperation in Relevant Tax Proceedings in accordance with this sec. 28 after the closing of the Spin-off and, if necessary, record the result of the agreement reached in writing.

28.8 In the event of breaches of obligations under part VIII, the company that has committed the breach shall be liable to compensate the other companies for the resulting damage, unless the Parties have already agreed on a conclusive remedy for breaches of obligations in another section of this part VIII (which shall then take precedence over this sec. 28.8); the remedy pursuant to sec. 23.5.1 shall only apply if CAG has notified CA Holding SE in writing by the Closing Date of potentially harmful restructurings or disposals, and the remedy pursuant to sec. 24.4 shall only apply if CAG has notified CA Holding SE in writing by the Closing Date of potentially existing lock-up periods. The principles of Section 254 of the German Civil Code (*Bürgerliches Gesetzbuch* – ***BGB***) shall be taken into account.

28.9 Payments or indemnifications by the Parties under this Group Separation Agreement shall be deemed to be an adjustment (increase or decrease) in the value of the spun-off assets.

28.10 No Party shall receive a compensation for damage, reimbursement or other compensation payments under this part VIII more than once in respect of the same damage, the same obligation or the same event that forms the basis for the claim for damages, reimbursement or other compensation (so-called no double-dip principle).

28.11 The rights and obligations of the Parties under this part VIII shall not be extinguished as a result of the sale or other transfer of shares in a company of the Continental Group or the Automotive Group. The selling Party shall ensure that a purchaser is aware of the seller's obligations under this Agreement and fully supports the seller in their continued performance.

29. Real estate transfer tax notifications by mutual agreement; prior submission of a draft

CAG and CA Holding SE shall file any notifications required to be filed as a result of the Spin-off in accordance with Section 19 GrEStG upon mutual agreement. The Parties shall jointly prepare and agree on a draft of the real estate transfer tax notifications prior to the Closing Date so that the notifications can be filed in due time.

IX. Obligation to review agreements internally

The Parties agree that any conclusion of agreements between a company of one Group and a company of the respective other Group is subject to a prior internal review of potential tax and legal risks by the parties to the relevant agreements.

X. Further provisions

30. Confidentiality

30.1 Information which is available to a company of one Group about a company of the respective other Group due to the fact that both companies were part of the Continental Group prior to the completion of the Spin-off or which is made available at a later date due to rights to obtain information under this Agreement or the Spin-off Agreement are referred to hereinafter as ***Confidential Information***, irrespective of whether they relate to companies of the Groups or third parties.

30.2 Confidential information shall not include information which

30.2.1 is in, or becomes part of, the public domain other than through a breach of an obligation of confidentiality under this Agreement; or

30.2.2 to which a Party or one of its Group Companies has or had legitimate access through a third party without restriction regarding its use or disclosure; or

30.2.3 was independently developed by a Party after conclusion of this Agreement, without reference to any Confidential Information.

30.3 Each Party undertakes to the respective other Party,

30.3.1 to keep the Confidential Information secret at all times and not to disclose any Confidential Information to third parties without the prior written consent of the respective other Party;

30.3.2 to prevent unauthorized disclosure of Confidential Information and access to Confidential Information by unauthorized third parties;

30.3.3 to take all necessary steps to avoid a violation of the provisions of the German Data Protection Act (*Bundesdatenschutzgesetz*); and

30.3.4 to notify the other Party without undue delay if it comes to its attention that Confidential Information has been disclosed to a third party without authorization.

30.4 The steps taken by a Party to ensure the protection of its own Confidential Information shall be deemed to be the standard of due care for the obligations pursuant to sec. 30.3 of this Agreement.

30.5 The Group Companies, affiliates, employees, advisers, auditors as well as funding sources (including their advisers) of a Group shall not be deemed to be third parties to the extent they legitimately need the Confidential Information for their activity.

30.6 Each Party shall ensure that its Group Companies will comply with the provisions of sec. 30.3 of this Agreement.

30.7 If a Party or one of its Group Companies is required to disclose Confidential Information by law, a statutory provision, stock exchange regulation or any other administrative provision or any contractual obligation agreed prior to the conclusion of this Agreement, or if authorities require it to disclose Confidential Information in a way that is not evidently unlawful, the Party or the relevant Group Company may disclose Confidential Information to this extent to the authorized recipients.

31. Assertion of claims

31.1 Claims under this Agreement shall inure to the sole benefit of the Parties. This Agreement does not give rise to rights for the benefit of third parties and of the companies affiliated with a Party. Each Party may authorize a company affiliated with it to assert claims under this Agreement and to accept performance in satisfaction of the claim. Assignments of claims arising from this Agreement to companies affiliated with the assigning Party require the prior consent of the party against whom the claims are asserted. Claims may not be assigned to third parties.

31.2 The assertion of a claim under this Agreement shall be notified to the respective other Party in writing. Each Party undertakes to authorize the company in its Group which is best suited, in terms of proximity to the subject-matter, for the proper handling, negotiation and, if applicable, satisfaction of the asserted claim to conduct the negotiations with regard to the asserted claim.

31.3 The performance in satisfaction of the asserted claim shall be made to the Party who asserted the claim, unless the latter Party requests that such performance is made to a company affiliated with it. Each Party may use one of its Group Companies for the satisfaction of its obligations under this Agreement. The Parties may mutually agree on other satisfaction modalities.

31.4 The right of each Party to carry out a cause-based allocation of the expenses necessary for the satisfaction to its Group Companies shall remain unaffected.

32. Subsidies

32.1 If a claim for the recovery of public subsidies which were granted to a company of one Group prior to the Closing Date, together with interest, is made by an authority, court or other entitled third party after the Closing Date, and the claim results from an action or omission (including the non-fulfillment of the conditions for subsidies) by a company of the respective other Group (***Claim for Recovery***), the relevant Group parent company (i.e., CAG or CA Holding SE) shall ensure that the companies of its Group support the relevant company of the other Group, to the extent permitted by law, in the defense against the Claim for Recovery. This support may be provided, in particular, by making available necessary documents or information.

32.2 The Parties shall inform each other appropriately in order to enable each party to align its behavior and the behavior of its respective affiliated companies in such a way that the possibility of a Claim for Recovery in respect of the public subsidies granted prior to the Spin-off Date is avoided.

33. Rebranding of the Automotive Group

The Parties agree that the Automotive Group will begin to change its branding with the assistance of the Continental Group during the first half of the year 2025 (***Rebranding***). CA Holding SE undertakes to implement the Rebranding at its own expense and in relation to the entire Automotive Group.

34. Coordination Committee

34.1 The Parties shall establish a special body for monitoring compliance with this Agreement and, in particular, the cooperation agreed in this Agreement, and for the settlement of disputes (***Coordination Committee***).

34.2 The Coordination Committee shall consist of two members representing one Group and two members representing the other Group. The members representing the Continental Group shall be appointed by CAG, and the members representing the Automotive Group shall be appointed by CA Holding SE; the members so appointed shall be specified in writing to the respective other Party.

34.3 The Coordination Committee shall hold meetings upon the request of one of its members within seven working days of the date of the request; the Parties may at their discretion decide within the same period to be represented in the meeting by one or two persons other than those specified pursuant to sec. 34.2 in order to ensure that the meeting can be held without undue delay.

34.4 In the meetings of the Coordination Committee, claims under this Agreement and other questions in connection with the implementation of this Agreement can be discussed between the Parties. The Coordination Committee shall pursue the aim to achieve a

balance of interests between the two Parties, and its members shall, with due regard to their own interests, assert the interests of the respective other Group within their own Group to the best possible extent.

34.5 The Coordination Committee may adopt rules of procedure governing the procedure for convening meetings and the waiver of such a convening as well as the control and reporting duties of its members within the scope of their respective powers.

35. Dispute resolution

35.1 The Parties shall seek to amicably settle any disputes which may arise out of this Agreement or its validity or in connection with this Agreement or the agreements entered into for its implementation by application of secs. 35.2 and 35.4.

35.2 Should any disputes relating to this Agreement arise between one or more companies of one Group and one or more companies of the other Group, the Coordination Committee shall be informed about such disputes before interim relief measures are taken or arbitral proceedings are initiated. The Coordination Committee shall discuss the dispute within a period of four weeks after being informed with the aim of finding an appropriate joint solution for the settlement of the dispute.

35.3 The limitation period for such claims which are the subject matter of the dispute shall be suspended within the meaning of Section 209 BGB upon receipt of the notification about the dispute by the Coordination Committee.

35.4 If the Parties dissolved the Coordination Committee upon mutual agreement or if the Coordination Committee is not able to find an appropriate joint solution for the settlement of the dispute within the four-week period specified in sec. 35.2, the Parties shall jointly inform the chairpersons of the executive boards of CAG and CA Holding SE about the dispute without undue delay after the expiry of this period. The chairpersons of the executive boards shall discuss the dispute within a period of four weeks after being informed with the aim of finding an appropriate joint solution for the settlement of the dispute. If an appropriate joint solution for the settlement of the dispute has not been found within four weeks after the chairpersons of the executive boards have been informed, each of the companies directly involved in the dispute shall be entitled to take interim relief measures and/or to initiate arbitral proceedings.

35.5 All disputes arising out of or in connection with this Group Separation Agreement or about its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (*Deutsche Institution für Schiedsgerichtsbarkeit e.V.* – ***DIS***) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three arbitrators. The president of the arbitral tribunal shall be qualified to hold judicial office in the Federal Republic of Germany. The seat of the arbitration shall be Frankfurt/Main. The language of the arbitration shall be German. None of the Parties shall be obligated to provide translations of English documents.

36. Miscellaneous

36.1 This Group Separation Agreement shall become effective as at the later of the following dates: (i) the adoption of the resolution approving the Spin-off Agreement by the shareholders' meeting of CAG, and (ii) the adoption of the resolution approving the Spin-off Agreement by the shareholders' meeting of CA Holding SE. However, the obligations of CAT GmbH and CAG pursuant to sec. 4 shall in any case become effective upon the approval of the Spin-off Agreement by the shareholders' meeting of Continental AG.

36.2 Any amendments and additions to this Agreement, including an amendment and contracting out of this provision, shall be made in writing, unless stricter requirements as to form are prescribed by law.

36.3 To the extent that this Agreement contains provisions regarding obligations of companies of the Continental Group or of the Automotive Group and the relevant companies do not become a Party to this Agreement, the relevant provisions shall be construed in such a way that the relevant Group parent company is obliged to ensure that the companies of its Group comply with the provisions of this Agreement.

36.4 Unless expressly otherwise provided in this Agreement, claims under this Agreement shall become time-barred at the end of December 31, 2029.

36.5 This Agreement shall be governed by the laws of the Federal Republic of Germany.

36.6 Should one or more provisions of this Agreement be or become void, invalid or unenforceable in whole or in part, this does not affect the validity of this Agreement and of its remaining provisions. The void, invalid or unenforceable provision shall be deemed replaced by a provision that comes closest in terms of form, substance, time, extent and scope to the economic purpose and intent of the void, invalid or unenforceable provision. The same applies if this Agreement contains any gaps.

ANNEX 7.1 TO THE GROUP SEPARATION AGREEMENT

EXAMPLES OF SECTOR-SPECIFIC LEGAL RISKS PURSUANT TO SEC. 7.1

Examples of Sector-Specific Legal Risks

- Risks arising from contracts between a Group Sector and customers, suppliers and employees
- Product liability in connection with the business activities of a Group Sector
- Warranties in connection with the business activities of a Group Sector
- Product compliance in connection with the business activities of a Group Sector
- Breaches of sanctions laws due to product supplies by a Group Sector
- Fraud and corruption in commercial transactions in connection with the business activities of a Group Sector
- Money laundering in connection with payment transactions of a Group Sector
- Anti-competitive agreements with customers, suppliers or competitors of a Group Sector
- Infringements of IP rights by products of a Group Sector
- Breaches of data protection/data security by a Group Sector with regard to data of employees/customers/suppliers
- Breaches of employment law by a Group Sector with regard to employees of that Group Sector

ANNEX 7.2 TO THE GROUP SEPARATION AGREEMENT

EXAMPLES OF LEGAL RISKS PURSUANT TO SEC. 7.2

Examples of Legal Risks pursuant to sec. 7.2

- Errors in non-sector-specific capital market communications or non-sector-specific group financial reporting
- Errors in capital market communications or group financial reporting due to incorrect/late information provided by the Group Sector
- Errors in capital market communications or group financial reporting regarding sector-specific topics (e.g., KPIs relating to a Group Sector) due to errors originating from the holding (without incorrect/late information by the Group Sector)
- IT incident of group-wide IT systems (e.g., due to an incorrect request or an incorrect instruction from a Group Sector)
- Legal/compliance violations by holding functions, which are not related to the activities of a Group Sector

III. Further information and instructions

1. Company website and documents and information accessible on said website

The information and documents pursuant to Section 124a *AktG*, in particular this invitation to the Annual Shareholders' Meeting and the documents to be made available to the Annual Shareholders' Meeting, as well as further information relating to the Annual Shareholders' Meeting, are made accessible online from the time the Annual Shareholders' Meeting is convened onward at www.continental.com/en/agm.

The adopted annual financial statements of Continental Aktiengesellschaft as of December 31, 2024, the combined management report of Continental Aktiengesellschaft and of the Continental Group for fiscal 2024, the report of the Supervisory Board and the proposal of the Executive Board on the appropriation of net income will additionally be available for inspection by shareholders at the Company's offices from the time the Annual Shareholders' Meeting is convened onward.

Any countermotions, nominations and requests for additions from shareholders received by the Company in advance of the Annual Shareholders' Meeting that are subject to mandatory publication will also be made available on the above website. The same also applies – after the Annual Shareholders' Meeting – to the voting results and the speech given by the CEO.

2. Total number of shares and voting rights

At the time of this invitation of the Annual Shareholders' Meeting, the total number of shares and the number of voting rights issued by the Company each amount to 200,005,983. At the time of this invitation of the Annual Shareholders' Meeting, the Company holds no treasury shares.

3. Requirements for participating in the Annual Shareholders' Meeting and for exercising voting rights, Record Date and its significance

In order to participate in the Annual Shareholders' Meeting, exercise voting rights and submit motions, shareholders must register with the Company before the Annual Shareholders' Meeting and provide proof of their entitlement to participate in the Annual Shareholders' Meeting and to exercise their voting rights, as stipulated in Section 18 (1) sentence 1 of the Articles of Incorporation.

Pursuant to Section 18 (1) sentence 2 of the Articles of Incorporation, the registration and proof of entitlement must be received by the Company at the registration venue and the address indicated below by no later than the end of the day on April 18, 2025, 24:00 hours (CEST):

Continental Aktiengesellschaft
c/o Computershare Operations Center
80249 Munich
Germany

E-mail: anmeldestelle@computershare.de

Pursuant to Section 67c *AktG*, the registration can also be transmitted via intermediary to the following SWIFT address:

SWIFT: **CMDHDEMMXXX**; Instructions in accordance with ISO 20022;

Authorization required via SWIFT Relationship Management Application (RMA).

Proof of entitlement in accordance with Section 18 (2) sentence 1 of the Articles of Incorporation must be furnished by means of a special proof of share ownership issued by the custodian institution in text format and in German or English; proof pursuant to Section 67c (3) *AktG* in this regard is sufficient in any case. In accordance with Section 18 (2) sentence 2 of the Articles of Incorporation, proof of entitlement must relate to close of business on the twenty-second day prior to the Annual Shareholders' Meeting, i.e. April 3, 2025, 24:00 hours (CEST) (**Record Date**).

Only persons who have registered by the required deadline and provided appropriate proof of their entitlement to participate in the Annual Shareholders' Meeting and to exercise their right to vote are deemed shareholders in relation to the Company for the purposes of participation and exercising shareholder rights (**properly registered shareholders**).

The entitlement to participate in the Annual Shareholders' Meeting, the entitlement to exercise shareholder rights and the extent of voting rights are based exclusively on the shareholder's shareholdings as stipulated in the proof of share ownership on the effective Record Date. Therefore, shareholders who do not acquire their shares on or before the effective Record Date may not participate in the Annual Shareholders' Meeting. Shareholders who hold shares on the effective Record Date and sell their shares after the effective Record Date but before the Annual Shareholders' Meeting are, in relation to the Company, nevertheless entitled to participate in the Annual Shareholders' Meeting, to exercise shareholder rights and to exercise their right to vote, provided that they have registered and submitted the proof of share ownership in time. Acquisitions and partial disposals of shares after the effective Record Date also have no impact on the entitlement to participate in the Annual Shareholders' Meeting, the entitlement to exercise shareholder rights or the extent of voting rights. The effective Record Date does not impose any block on the disposal of shares and has no significance for the entitlement to dividends.

Once registration and proof of share ownership has been received by the Company, the shareholder will be sent an admission ticket for the Annual Shareholders' Meeting. We kindly ask shareholders to register and order admission tickets from their custodian institution well in advance to facilitate timely receipt of the admission tickets. Despite timely registration, it is possible in individual cases that a shareholder may not receive the

admission ticket on time. In such an event, shareholders can check whether they are included in the list of registered participants at the aforementioned registration venue. Provided they are included on the list, the shareholders can attend the Annual Shareholders' Meeting and will receive an admission ticket at the venue.

4. Procedure for submitting votes by absentee voting

Shareholders who do not wish to participate personally in the Annual Shareholders' Meeting may also vote prior to the Annual Shareholders' Meeting through absentee voting. In this case as well, timely registration and submission of proof of share ownership pursuant to the provisions explained in this section of the invitation under point 3 is required.

Votes may be cast and previously cast votes revoked or changed only in electronic form, preferably by using the InvestorPortal available online at www.continental.com/en/agm. Properly registered shareholders will receive the access details for the InvestorPortal together with the admission ticket. When using the InvestorPortal, votes may be cast and previously cast votes revoked or changed until no later than the start of voting on the day of the Annual Shareholders' Meeting.

Votes may also be submitted to the Company and previously submitted votes revoked or changed by e-mail. Absentee votes that are not submitted via the InvestorPortal as well as applications to revoke or change such votes must be received at the address stated in this section of the invitation under point 3 no later than by the end of the day on April 24, 2025, 24:00 hours (CEST).

Authorized intermediaries may also use absentee voting.

Absentee voting does not preclude personal participation in the Annual Shareholders' Meeting. Personal participation in the Annual Shareholders' Meeting by a shareholder or a third-party proxy holder is considered a revocation of previously cast absentee votes and precludes the casting of further votes using the InvestorPortal.

5. Proxy voting procedure

Properly registered shareholders who do not wish to participate personally in the Annual Shareholders' Meeting may also exercise their voting rights by proxy, e.g. through an intermediary (e.g. a financial institution), a shareholder association, the proxies appointed by the Company, or a person of their choice. When voting by proxy, timely registration and submission of proof of share ownership pursuant to the provisions explained in this section of the invitation under point 3 is required. If the shareholder authorizes more than one person, the Company may deny one or more of these persons.

a) Granting proxy to third parties

Granting proxy, revoking proxy and providing proof of authorization as proxy must be in text format (*Textform)* in accordance with Section 126b of the German Civil Code (*BGB*) if neither an intermediary (e.g. a financial institution) nor one of the equivalent persons or institutions pursuant to Section 135 (8) *AktG* (e.g. a shareholder association) is authorized.

The proxy or proof of authorization as proxy as well as any revocation of proxy should therefore preferably be sent by e-mail or mail to the address stated in this section of the invitation under point 3. For organizational reasons, the information must be received at this address by no later than the end of the day on April 24, 2025, 24:00 hours (CEST). Proxy can be granted using the authorization form that all properly registered shareholders receive with the admission ticket.

In addition, proxy can be granted, changed or revoked on the InvestorPortal using the data contained on the admission ticket up to the start of the Annual Shareholders' Meeting.

Return of the authorization form or use of the InvestorPortal also constitute proof of authorization vis-à-vis the Company.

Proof of authorization may additionally be furnished by the proxy holder by producing the proxy at the check-in desk for the Annual Shareholders' Meeting; this may be done up to the start of voting in order to cast votes by proxy. Proxy may be revoked on the day of the Annual Shareholders' Meeting by the shareholder or by a(nother) third-party proxy holder.

b) Granting proxy to intermediaries or to one of the equivalent persons or institutions pursuant to Section 135 (8) *AktG*

When proxy is granted to intermediaries (e.g. a financial institution) or to one of the equivalent persons and institutions pursuant to Section 135 (8) *AktG* (e.g. a shareholder association) as well as when proof of such proxy is given or proxy is revoked, the statutory provisions apply, particularly Section 135 *AktG*. In the cases outlined in Section 135 *AktG*, shareholders are requested to coordinate with the proxy holder in advance any specifics regarding how proxy is issued (especially with regard to its form).

c) Procedure for submitting votes by proxy holders appointed by the Company

We offer our shareholders the option of being represented at the Annual Shareholders' Meeting by the proxies appointed by the Company in accordance with instructions they issue to these proxies. The proxy holders appointed by the Company are obligated to vote as instructed; they are not permitted to exercise voting rights at their own discretion. If no specific instruction has been issued for an item, they will abstain from voting. The proxy holders appointed by the Company are not able to ask questions or submit proposals at the Annual Shareholders' Meeting or to object to resolutions of the Annual Shareholders' Meeting.

Proxies and instructions to the proxy holders appointed by the Company may be granted/issued, changed or revoked/withdrawn via the InvestorPortal. This can be done before and also during the Annual Shareholders' Meeting, but must take place by no later than the start of voting on the day of the Annual Shareholders' Meeting.

Properly registered shareholders will receive the access details for the InvestorPortal together with the admission ticket.

Authorization of the proxy holders appointed by the Company does not preclude personal participation in the Annual Shareholders' Meeting. Personal participation in the Annual Shareholders' Meeting by a shareholder or a third-party proxy holder is considered a revocation of previous authorization and instructions of the proxy holders and precludes their further authorization through the InvestorPortal.

Without prejudice to the above, the Company offers properly registered shareholders or their proxy holders who have come to attend the Annual Shareholders' Meeting in person the opportunity to authorize the proxy holders appointed by the Company to exercise their voting right according to their instructions while the Annual Shareholders' Meeting is already underway up until the start of voting. This can be done using the tablets provided on site.

6. Information on shareholders' rights

a) Minority's right to add items to the agenda pursuant to Section 122 (2) *AktG*

Shareholders whose shares together constitute a twentieth part of the Company's share capital (equivalent to approximately €25,600,765.82 or – rounded up to the next highest number of whole shares – 10,000,300 shares) or a partial amount of €500,000 (which – rounded up to the next highest number of whole shares – is equivalent to 195,313 shares) may request that items be added to the agenda and published.

A supporting statement or a proposed resolution must accompany each new item.

A request to add an item to the agenda must be in writing (as defined by Section 122 (2) in conjunction with Section 122 (1) sentence 1 *AktG*) and must be directed to the Executive Board of the Company. It must be received by the Company by no later than the end of the day on March 25, 2025, 24:00 hours (CET). Shareholders are asked to use the following address:

Executive Board of Continental Aktiengesellschaft
Continental-Plaza 1
30175 Hanover
Germany

E-mail: hv@conti.de

b) Countermotions or nominations by shareholders pursuant to Sections 126 (1) and 127 *AktG*

Shareholders are entitled to submit countermotions to a proposed resolution by the Executive Board and/or Supervisory Board regarding a specific agenda item (Section 126 *AktG*) and nominations for the election of Supervisory Board members or auditors (Section 127 *AktG*).

Countermotions and nominations that are to be made available on the Company's website must be sent exclusively to:

Continental Aktiengesellschaft
Abteilung Hauptversammlung
Continental-Plaza 1
30175 Hanover
Germany

E-mail: hv@conti.de

Countermotions and nominations addressed otherwise will not be taken into account.

Countermotions or nominations from shareholders with proof of shareholder status received at the aforementioned address by April 10, 2025, 24:00 hours (CEST) at the latest will be published online at www.continental.com/en/agm immediately after receipt, stating the name of the shareholder and any supporting statements, provided that they meet the requirements of Section 126 *AktG* and/or Section 127 *AktG*, and are to be made accessible to the other shareholders. We will publish any management responses at the same web address.

It should be noted that countermotions and nominations from shareholders can only be put to a vote if they are submitted during the Annual Shareholders' Meeting, even if they have been submitted to the Company in advance by the required deadline.

c) Right of shareholders to receive information pursuant to Section 131 (1) *AktG*

Pursuant to Section 131 (1) *AktG*, each shareholder must, subject to a request submitted at the Annual Shareholders' Meeting, be provided information from the Executive Board on the Company's affairs, including the legal and business relationships between the Company and its affiliated enterprises, and the position of the Group and the Company's consolidated subsidiaries, provided the information is required for proper appraisal of an agenda item.

Shareholders must participate in the Annual Shareholders' Meeting in order to exercise their right to receive information. The requirements governing participation in the Annual Shareholders' Meeting outlined in this section of the invitation under point 3 apply accordingly, particularly regarding the registration deadline.

d) Further information on shareholder rights

Further information on the rights of shareholders pursuant to Sections 122 (2), 126 (1), 127 and 131 (1) *AktG* is available online at www.continental.com/en/agm.

7. Transmission of the Annual Shareholders' Meeting online

By order of the meeting chair and on the basis of Section 19 (2) of the Articles of Incorporation, the entire Annual Shareholders' Meeting on April 25, 2025, will be transmitted live online for all shareholders and interested members of the public, available at www.continental.com/en/agm, and for all shareholders on the InvestorPortal, also available there. The live transmission of the Annual Shareholders' Meeting does not confer any entitlement to participation in the Annual Shareholders' Meeting within the meaning of Section 118 (1) sentence 2 *AktG*.

8. Data protection

As the controller, Continental Aktiengesellschaft processes the personal data of its shareholders and their proxies during the course of preparing and conducting the Annual Shareholders' Meeting in compliance with the provisions of the EU General Data Protection Regulation (GDPR) and all other applicable laws.

Details on the processing of personal data of shareholders and their proxies and on the corresponding rights of shareholders and proxies under the GDPR can be viewed at any time on the Company's website at www.continental.com/en/agm or requested from the following address: Continental Aktiengesellschaft, Continental-Plaza 1, 30175 Hanover, Germany, e-mail: hv@conti.de.

Hanover, March 2025

Continental Aktiengesellschaft

The Executive Board