

**CONVENIENCE TRANSLATION<sup>1</sup>**

of

**Annex A – Merger Agreement**

of

the notarial deed (Roll of deeds no. 164/2025)

of

the Notary Public

Dr. Florian Hartl, Hanover

done on March 13, 2025

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<sup>1</sup> This convenience translation of Annex A – Merger Agreement of the Roll of deeds no. 164/2025 of the Notary Public Dr. Florian Hartl, Hanover, done on March 13, 2025, is legally not binding and provided for information purposes only. This document is only a convenience translation of a part of the deed and does not contain the whole deed (in particular excluding the power of attorneys). The German version of Annex A – Merger Agreement prevails.

## **Annex A**

### **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.