



Continental Aktiengesellschaft

Hanover

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Invitation to the Annual Shareholders' Meeting

We invite our shareholders to the

Annual Shareholders' Meeting

on Thursday, April 30, 2026, 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/asm. 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 (*Aktiengesetz – AktG*), the Executive Board has made the following documents available:

- the adopted annual financial statements of Continental Aktiengesellschaft as at December 31, 2025
- the consolidated financial statements approved by the Supervisory Board as at December 31, 2025
- the combined management report of Continental Aktiengesellschaft and of the Group for fiscal 2025
- 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 (*Handelsgesetzbuch – HGB*).

These documents are available online at www.continental.com/en/asm. 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 18, 2026. 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 income

The Executive Board and the Supervisory Board propose that the net income of Continental Aktiengesellschaft for fiscal 2025 in the amount of EUR 4,437,056,771.21 is appropriated as follows:

Distribution of a dividend of EUR 2.70 per share entitled to dividends:	EUR 540,016,154.10
Carried forward to new account:	EUR 3,897,040,617.11

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 May 6, 2026.

3. Resolution on the ratification of the actions of the Executive Board members for fiscal 2025

The Executive Board and the Supervisory Board propose that the actions of the members of the Executive Board in office in fiscal 2025 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 2025

The Executive Board and the Supervisory Board propose that the actions of the members of the Supervisory Board in office in fiscal 2025 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 2025 can be viewed online at www.continental.com/en/asm.

5. Resolution on the appointment of the auditor and Group auditor and of the auditor for the review of interim financial reports for fiscal 2026

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 2026.
- 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 2026.

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 2026

German legislation has yet to adopt into national law Directive (EU) 2022/2464 in the version amended by Directive (EU) 2025/794 (CSRD), which includes requirements governing sustainability reporting and its auditing, 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 therefore proposes that the following resolution be adopted:

PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, Hanover branch, is to be appointed for fiscal 2026 as auditor of sustainability reporting within the meaning of Directive (EU) 2022/2464 in the version amended by Directive (EU) 2025/794 (CSRD). This is a precautionary measure for the event that German legislation to implement Directive (EU) 2022/2464 regarding sustainability reporting by companies in the version amended by Directive (EU) 2025/794 (CSRD) requires that this auditor is explicitly appointed by the Annual Shareholders' Meeting, i.e. if the audit of sustainability reporting for fiscal 2026 is therefore not already the responsibility of the auditor pursuant to the German legislation to implement Directive (EU) 2022/2464 in the version amended by Directive (EU) 2025/794 (CSRD).

The Audit Committee has 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 2025, which will be submitted to the Annual Shareholder's 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 2025 is available online at www.continental.com/en/asm.

The Executive Board and the Supervisory Board propose that the remuneration report for fiscal 2025 created and audited in accordance with Section 162 *AktG* be approved.

8. Election of the Supervisory Board

The term of office of Ms. Sabine Neuß, Mr. Satish Khata, Prof. Wolfgang Reitzle and Mr. Georg F. W. Schaeffler as shareholder representatives on the Supervisory Board will end with the close of the Annual Shareholders' Meeting on April 30, 2026.

In addition, Ms. Sabrina Soussan will stand for re-election at the Shareholders' Meeting in recognition of recommendation C.15 sentence 2 of the German Corporate Governance Code (*Deutscher Corporate Governance Kodex – DCGK*), according to which an application for a judicial appointment of a Supervisory Board member on behalf of the shareholders will be limited to the next Annual Shareholders' Meeting. Ms. Sabrina Soussan was appointed as a Supervisory Board member by order of the Hanover Local Court dated September 22, 2025, after the following two shareholder representatives had resigned their respective mandates: Stefan E. Buchner with effect from the end of September 4, 2025, and Dr. Gunter Dunke with effect from the end of September 17, 2025. Both resignations were related to the Spin-off of Continental Aktiengesellschaft's investment in Continental Automotive Technologies GmbH (now operating under the name AUMOVIO Germany GmbH) to Continental Automotive Holding SE (now operating under the name AUMOVIO SE), which was resolved by the Annual Shareholders' Meeting on April 25, 2025, and took effect on September 17, 2025 ("**AUMOVIO Spin-off**").

Pursuant to Section 10 (1) sentence 1 of the Articles of Incorporation in conjunction with Sections 96 (1), 101 (1) *AktG* and Section 7 (1) sentence 1 no. 3 of the German Employee Co-Determination Act (*Mitbestimmungsgesetz – MitbestG*), the Supervisory Board of Continental Aktiengesellschaft is composed of ten shareholder

representatives and ten employee representatives. In order to adapt the size of the Supervisory Board to the statutory framework following the AUMOVIO Spin-off, the Supervisory Board is to be comprised of 16 members, made up of eight representatives each of the shareholders and the employees (at least until the expiry of the terms of office of the employee representatives on the Supervisory Board, i.e. until the close of the Annual Shareholders' Meeting that resolves on the ratification of the Supervisory Board for fiscal 2028).

In addition, the Supervisory Board must consist of at least 30 percent women and at least 30 percent men, whereby the number of persons must be rounded up or down mathematically to a whole number pursuant to Section 96 (2) sentence 4 *AktG*. This minimum ratio must be fulfilled by the Supervisory Board as a whole (Section 96 (2) sentences 1 and 2 *AktG*). Due to an objection by the employee representatives on the Supervisory Board against fulfillment of the ratio by the Supervisory Board as a whole according to Section 96 (2) sentence 3 *AktG*, the minimum ratio must be fulfilled separately by the side of the shareholder representatives and by the side of the employee representatives. As a result, the Supervisory Board must be composed of at least three women and at least three men on both the side of the shareholder representatives and on the side of the employee representatives.

The Supervisory Board proposes that the persons named under 8.1 and 8.2 below be elected with effect from the close of the Annual Shareholders' Meeting on April 30, 2026, until the close of the Annual Shareholder's Meeting that resolves on the ratification of the Supervisory Board for fiscal 2029 (i.e. for around four years):

- 8.1 Mr. Georg F. W. Schaeffler, Dallas (USA) and Herzogenaurach (Germany), shareholder of INA-Holding Schaeffler GmbH & Co. KG and Managing Director of IHO Verwaltungs GmbH
- 8.2 Ms. Sabrina Soussan, Meggen (Switzerland), member of the Shareholders' Committee at Henkel AG & Co. KGaA

The Supervisory Board further proposes that the persons named under 8.3 to 8.4 below be elected with effect from the close of the Annual Shareholders' Meeting on April 30, 2026, until the close of the Annual Shareholder's Meeting that resolves on the ratification of the Supervisory Board for fiscal 2027 (i.e. for around two years):

- 8.3 Mr. Satish Khatu, Naples (USA), Management Advisor
- 8.4 Ms. Sabine Neuß, Mömbris, Managing Director of Production / COO at Brose SE

Voting procedures will foresee voting on the above nominations with respect to each member of the Supervisory Board individually.

The nominated Supervisory Board candidates are currently already members of the Supervisory Board. The Supervisory Board's nominations, which are based on the recommendation of its Nomination Committee, reflect the intention to maintain continuity within the board during the current phase of the Continental Group's transformation. The nominations also take into account the objectives resolved by the Supervisory Board for its composition and are aimed at meeting the profile of skills and expertise developed by the Supervisory Board for the body as a whole.

The profile of skills and expertise and an overview of how the candidates meet these requirements can be viewed online at www.continental.com/en/asm. The resumes of the Supervisory Board candidates nominated for election are printed in section II of the invitation (further information on agenda items) under points 1.1 and 1.2.

Mr. Georg F. W. Schaeffler, together with his mother, Ms. Maria-Elisabeth Schaeffler-Thumann, indirectly holds shares representing 46.00% of the voting share capital of Continental Aktiengesellschaft. It is furthermore declared, with a view to recommendation C.13 DCGK, that in the opinion of the Supervisory Board, none of the nominated Supervisory Board candidates maintain any personal or business relationship with Continental Aktiengesellschaft or its affiliated companies, the governing bodies of Continental Aktiengesellschaft or any shareholder holding a significant participation in Continental Aktiengesellschaft that an objectively judging shareholder would consider decisive for their election decision. In the opinion of the Supervisory Board, all nominated Supervisory Board candidates are to be regarded as independent from Continental Aktiengesellschaft and its Executive Board (recommendation C.7 DCGK) and, with the exception of Mr. Georg F. W. Schaeffler, are also independent from the controlling shareholder (recommendation C.9 DCGK). Finally, the Supervisory Board has verified that the nominated Supervisory Board candidates are able to dedicate the time expected to exercise the office.

Finally, Ms. Sabrina Soussan is to be nominated as a candidate for chairperson of the Supervisory Board.

9. **Resolution on the approval of a settlement between Continental Aktiengesellschaft, D&O insurers, six former members of the Executive Board and a former employee of Continental Aktiengesellschaft for the comprehensive settlement of all claims by Continental Aktiengesellschaft against all persons insured under the D&O insurance of Continental Aktiengesellschaft, including all former and current board members, in connection with the so-called Diesel Issue (Liability and Coverage Settlement) and a related settlement between Continental Aktiengesellschaft and former member of the Executive Board Wolfgang Schäfer regarding payment and interest claims arising from his termination agreement of November 2021 (Annex to the Liability and Coverage Settlement)**

Background

Continental Aktiengesellschaft (“**Continental**”) is pursuing claims for damages against six former members of its Executive Board, by name Dr. Karl-Thomas Neumann, Manfred Wennemer, Dr. Alan Hippe, Wolfgang Schäfer, José Avila and Dr. Elmar Degenhart (collectively, the “**Former Executive Board Members**”). The claims are based on breaches of duty of care in connection with the development, installation, distribution and other use of certain software functions in the engine control system of, among others, the engine EA 189 1.6 I (“**EA 189**”) of Volkswagen AG (“**VW**”) and other engine control systems, which led to deviations between emissions in test benchmarks and real-world operation (“**Relevant Software**”); this also includes all related matters, in particular the investigation and review at Continental after the publication of the Notice of Violation by the US Environmental Protection Agency on September 18, 2015, against VW (“**VW NoV**”) (altogether, the “**Diesel Issue**”). The claim was made on the basis of legal advice from the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“**Skadden**”)

Continental also believes it has claims for damages against its former General Counsel and Chief Compliance Officer (“**Former CCO**”) in connection with the Diesel Issue. Continental bases this on legal advice from the law firm Glade Michel Wirtz Partnerschaft von Rechtsanwälten mbB (“**Glade**”) and external employment law advisors.

Continental maintains directors and officers liability insurance (“**D&O Insurance**”), which, in the relevant insurance program for 2020, consisted of a primary policy with AIG Europe S.A. (“**AIG**”) and various excess insurance policies with various insurers (collectively, the “**D&O Insurers**”).

Requirement for approval by the Annual Shareholders' Meeting

On September 12, 2025, Continental has reached a settlement with the Former Executive Board Members, the Former CCO and the D&O Insurers regarding claims for damages and coverage, which is subject to the approval of Continental's Annual Shareholders' Meeting ("**Liability and Coverage Settlement**").

The Former CCO is not and was not a member of Continental's Executive Board. A settlement of claims against the Former CCO would therefore not require approval by the Annual Shareholders' Meeting when viewed in isolation. However, since the claims for damages against the Former CCO are directly related to the Diesel Issue and the claims against the Former Executive Board Members, and since the Former CCO is an insured person under the D&O Insurance, the claims against him were included in the Liability and Coverage Settlement.

Key financial points

With the approval of the Annual Shareholders' Meeting, the Liability and Coverage Settlement will take effect and the D&O Insurers will pay a settlement amount of around EUR 43.7 million. The Liability and Coverage Settlement does not provide for financial contributions from the Former Executive Board Members and the Former CCO. The relevant considerations in this regard are explained in the joint report of the Supervisory Board and the Executive Board on agenda item 9, under point 2.2.4.

In September 2024, Continental reached an agreement with its former subsidiaries Vitesco Technologies GmbH and Vitesco Technologies Group AG (together "**Vitesco**") to settle Vitesco's potential compensation obligations to Continental in connection with the Diesel Issue. On the basis of this agreement, Vitesco paid Continental EUR 125 million with regard to the costs and liabilities incurred in the course of the investigations in connection with the Diesel Issue. Continental is, for its part, obliged under the agreement with Vitesco to share the settlement amount of around EUR 43.7 million with Schaeffler as the legal successor to Vitesco Technologies Group AG on a 50/50 basis after deduction of reasonable costs.

Effect for final settlement and indemnification obligation

Due to the Liability and Coverage Settlement, all claims of Continental are settled against all persons insured under the D&O Insurance arising from or in connection with the Diesel Issue and arising from or in connection with their activities for Continental, its subsidiaries, other subordinate and affiliated companies and subsidiaries that were involved in the Diesel Issue but are not longer part of the Continental Group.

This applies to all current and future, known and unknown, conditional and unconditional, foreseeable and unforeseeable claims of Continental. The settlement therefore covers not only the Former Executive Board Members and the Former CCO, but also persons who are not parties to the Liability and Coverage Settlement, including all current and former board members. This applies in particular to Former Executive Board Member Andreas Wolf, who, in Continental's opinion, also committed a negligent breach of his duty of care but against whom Continental did not pursue claims. The relevant considerations in this regard are explained in the joint report of the Supervisory Board and the Management Board on agenda item 9, in particular under point 2.2.4.

In the Liability and Coverage Settlement, Continental undertakes to fully indemnify the persons insured under the D&O Insurance and the D&O Insurers if claims are made against them in connection with the Diesel Issue. This applies in particular to cases where third parties make claims against the persons insured under the D&O Insurance and the D&O Insurers.

Continuing claims and limitation of D&O coverage

It is still possible to pursue claims against all persons outside the D&O Insurance program. In Continental's opinion, such claims exist against the initial legal advisors who were involved in the inadequate handling of the Diesel Issue from autumn 2015 to 2021 ("**Initial Legal Advisors**"). Continental is pursuing these claims separately in order to further reduce the total damage remaining with Continental.

With effect from January 1, 2021, as agreed between the D&O Insurers and Continental, the D&O Insurers excluded coverage for claims asserted for the first time in connection with the "provision of illegal defeat devices for vehicle engines" under the D&O Insurance policy by means of a so-called specific matter exclusion. Against this background, Continental and the D&O Insurers have stated in the Liability and Coverage Settlement their opinion that there is no longer any coverage for claims for directors' and officers' liability in connection with the Diesel Issue that arose less than three years ago and therefore cannot yet be waived under the statutory provisions.

Settlement with the former Executive Board Member Wolfgang Schäfer

In addition to the Liability and Coverage Settlement, Continental has concluded a settlement agreement with Wolfgang Schäfer regarding claims for payments from his termination agreement of November 2021 (including interest) on September 12, 2025; this termination agreement is related to the Diesel Issue because the employment

contract with Wolfgang Schäfer was terminated against the background of the public prosecutor's investigation. This settlement agreement is annex to the Liability and Coverage Settlement ("**Annex**"). According to this agreement, Continental will pay Wolfgang Schäfer a portion of the compensation initially withheld and the compensation to which he would have been entitled had his employment relationship continued. Wolfgang Schäfer waives the remainder.

Proposed resolution and further information

The Liability and Coverage Settlement, including the Annex, requires the approval of the Annual Shareholders' Meeting to be effective.

The Supervisory Board and Executive Board propose:

The Liability and Coverage Settlement, including the Annex (settlement agreement between Continental and Wolfgang Schäfer), each dated September 12, 2025, between Continental Aktiengesellschaft, six former members of the Executive Board, one former employee, and the D&O Insurers in connection with the so-called Diesel Issue, with comprehensive effect for final settlement for all persons insured under the D&O insurance, including all former and current members of the executive bodies, is approved.

The full text of the Liability and Coverage Settlement, including the Annex – with the exception of account details, contact information, the former CCO's real name, and signatures – is reproduced in section II of the invitation (further information on agenda items) under point 2.2. This also includes a comprehensive report by the Supervisory Board and the Executive Board on this agenda item 9, which sets out the background, content and relevant considerations of the Supervisory Board and the Executive Board regarding the Liability and Coverage Settlement, including the Annex.

10. Resolution on the authorization to acquire treasury shares and on their use by way of cancellation

Continental Aktiengesellschaft requires a special authorization by the Annual Shareholders' Meeting to acquire treasury shares, unless expressly permitted by law. The Company currently does not hold any authorization to acquire and use treasury shares. This authorization is intended solely to distribute all or part of the proceeds that Continental Aktiengesellschaft expects to receive from a potential disposal of the ContiTech group sector.

The authorization to acquire and use treasury shares is also intended to authorize the Executive Board to cancel treasury shares acquired in this manner.

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

Creation of an authorization to acquire treasury shares

The Executive Board is authorized, with the approval of the Supervisory Board, to acquire treasury shares of Continental AG ("Continental shares") until June 30, 2028, in compliance with the principle of equal treatment, up to a total of 10% of the share capital of the Company existing at the time of the resolution or – if the following value is lower – at the time the authorization is exercised. The Continental shares acquired on the basis of this authorization, together with other treasury shares that the Company has already acquired and still holds or that are attributable to it pursuant to Sections 71a et seq. AktG, may at no time exceed 10% of the respective share capital of the Company.

The authorization may be exercised solely in pursuit of the purpose of distributing all or part of the proceeds expected by the Company from a potential disposal of the ContiTech group sector, on one or more occasions, in whole or in partial amounts. The authorization may not be used for any other purpose, in particular not for the purpose of trading in treasury shares.

Method of acquisition of treasury shares

The acquisition of Continental shares shall be effected solely by means of a public tender offer addressed to all shareholders of the Company ("Public Tender Offer"); an acquisition of Continental shares on the stock exchange or by other means is not permitted. The Public Tender Offer must ensure that all shareholders of the Company are able to participate in the Public Tender Offer in proportion to their respective shareholdings in the Company.

The Company will determine a fixed acquisition price per Continental share (excluding ancillary acquisition costs) at which it is prepared to acquire Continental shares under the Public Tender Offer. The Company will specify a time period for acceptance of the Public Tender Offer. Under the Public Tender Offer, the offered purchase price per Continental share may not fall below and may not exceed by more than 10% the average price of the Continental share, calculated on the basis of the arithmetic mean of the closing auction prices in Xetra trading (or a comparable successor system) on the Frankfurt Stock

Exchange on the last five trading days prior to the day of the public announcement of the Public Tender Offer. If, following the publication of a Public Tender Offer, price deviations from the offered purchase price occur that may be material to the success of the Public Tender Offer, the Executive Board may, with the approval of the Supervisory Board, adjust the purchase price during the acceptance period of the Public Tender Offer.

If the number of shares tendered by shareholders into the Public Tender Offer exceeds the total volume of the Public Tender Offer, the tendered shares shall be taken into account in proportion to the total shares held by the respective shareholders, with the aim of preserving the proportionality of shareholdings to the greatest extent possible, whereby shareholders shall either be granted transferable tender rights or it shall otherwise be ensured that the right to participate in the Public Tender Offer – which depends on the number of shares held in each case – can also be exercised by one or more other shareholders. Should the Executive Board grant tender rights, the Executive Board is authorized to make all, but not only individual, tender rights tradable.

The Public Tender Offer will grant all shareholders a withdrawal right to withdraw from the contracts concluded as a result of the acceptance of the Public Tender Offer until two banking days after the Company publishes the results of the Public Tender Offer.

The Public Tender Offer may provide for further conditions, provided that they do not conflict with the purposes and provisions set out herein.

Creation of an authorization to use treasury shares exclusively for cancellation

The Executive Board is authorized to cancel all treasury shares acquired on the basis of this authorization without undue delay following the completion of the Public Tender Offer, without the cancellation or the implementation of the cancellation requiring any further resolution of the Annual Shareholders' Meeting; any other use – including the holding of Continental shares acquired on the basis of this authorization beyond the period required for the prompt completion of the cancellation – is excluded. The cancellation may not be limited to a portion of the treasury shares acquired. The cancellation shall result in a capital reduction, but may also be effected without a capital reduction by adjusting the pro rata amount of the share capital represented by the remaining shares. In such case, the Executive Board is authorized to amend the specification of the number of shares in the Articles of Incorporation accordingly.

This authorization may be exercised on one or more occasions, in whole or in partial amounts.

11. Resolution on a new authorization for the Executive Board to hold virtual Annual Shareholders' Meetings and the corresponding amendment to Article 17 of the Articles of Incorporation

The Annual Shareholders' Meeting of April 27, 2023, authorized the Executive Board to provide that the Annual Shareholder's Meeting be held at the location of the Annual Shareholders' Meeting without the physical presence of the shareholders or their proxies (virtual Annual Shareholders' Meeting). The corresponding provision in Section 17 (4) of the Articles of Incorporation was entered in the Company's commercial register on May 28, 2023. The authorization applies to Annual Shareholders' Meetings held within three years following registration of this provision. It therefore expires on May 28, 2026.

The Executive Board of Continental Aktiengesellschaft has not made use of the authorization granted to it to hold a virtual Annual Shareholders' Meeting in the past two years. According to the legal framework, the virtual Annual Shareholders' Meeting is nevertheless an equivalent form of meeting. In light of factors such as effort, costs and sustainability considerations, the agenda of the respective Annual Shareholders' Meeting, and in particular any special circumstances that preclude a physical gathering of shareholders and all other stakeholders at one location (e.g. health and safety concerns), the Executive Board should continue to have various options available for the design and organization of the Annual Shareholders' Meeting. The Executive Board will make the respective decision regarding the format of the Annual Shareholders' Meeting with due consideration, carefully weighing the circumstances of each individual case as well as the interests of the Company and, not least, its shareholders.

A new authorization of the Executive Board is therefore to be adopted, and Section 17 (4) of the Articles of Incorporation is to be amended accordingly. The new authorization is not intended to exhaust the maximum possible five-year duration provided for in the law for holding virtual Annual Shareholders' Meetings, rather it applies only to Annual Shareholders' Meetings held until December 31, 2028.

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

Section 17 (4) of the Articles of Incorporation will be redrafted as follows:

“(4) The Executive Board is authorized to provide that the Annual Shareholder's Meeting be held at the location of the Annual Shareholders' Meeting

without the physical presence of the shareholders or their proxies (virtual Annual Shareholders' Meeting). The authorization applies to Annual Shareholders' Meetings held until December 31, 2028."

The currently valid Articles of Incorporation are available online at www.continental.com/en/asm. They will also be available there during the Annual Shareholders' Meeting.

12. Resolution on the amendment to Section 3 of the Articles of Incorporation on the insertion of a jurisdiction clause

For all disputes with the Company or its bodies arising from the corporate relationship, the Articles of Incorporation are to stipulate a single place of jurisdiction at the Company's registered office. This should also cover disputes between shareholders and the Company relating to publicly available capital market information.

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

Section 3 of the Articles of Incorporation is to be amended to include the following new paragraph 3:

"(3) For all disputes with the Company or its bodies arising from the corporate relationship, the exclusive place of jurisdiction will be the Company's registered office, unless mandatory legal regulations provide otherwise. Foreign courts are not competent to hear such disputes. Sentences 1 and 2 also apply to disputes between the Company and shareholders seeking compensation for damages caused by false, misleading or omitted public capital market information."

13. Resolution on the remuneration of the Supervisory Board members and the corresponding amendment to Section 16 of the Articles of Incorporation

The Continental Aktiengesellschaft Annual Shareholders' Meeting last resolved on the remuneration of Supervisory Board members on April 26, 2024, confirming the remuneration system for the Supervisory Board resolved by the Continental Aktiengesellschaft Annual Shareholders' Meeting on July 14, 2020, and the Supervisory Board remuneration paid on the basis of this system.

The amount and structure of the remuneration of Supervisory Board members should be commensurate with their duties and responsibilities and with the Company's

economic situation. The remuneration of Supervisory Board members was reviewed against the backdrop of the transformation and realignment of the Continental Group, which involved spinning off the former Automotive and Contract Manufacturing group sectors and pursuing the sale of the ContiTech group sector.

The Executive Board and Supervisory Board both hold the view that the remuneration and the remuneration system for Supervisory Board members set out in Article 16 of the Articles of Incorporation should now be amended with effect from January 1, 2027. A fixed, annually payable remuneration will continue to be granted. And essentially, the plan is to align the remuneration level with the Continental Group's changed structure. In addition, new rules on the committee-related premiums are to be laid down, which reflect that each of the premiums should be commensurate with the importance of the relevant role and the requirements associated with it, and that the premiums should also be reasonably proportionate to each other overall. Finally, any remuneration for a membership of a committee or the acceptance of a (deputy) chair role on the Supervisory Board or one of its committees is to be paid in future independently of any other positions that a member of the Supervisory Board holds. In this way, the additional time and effort required by each role is rewarded as such.

The amended remuneration system for Supervisory Board members is available on the internet at www.continental.com/en/asm.

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

13.1 Article 16 of the Articles of Incorporation is revised as follows:

Article 16

- (1) In addition to reimbursement of their cash outlay and the turnover tax accruing for their activities on the Supervisory Board, the Supervisory Board members will each receive a fixed annual remuneration of EUR 100,000, payable in the last month of the fiscal year.
- (2) The Chairman and the Deputy Chairperson of the Supervisory Board will receive an increased remuneration. For the Chairman of the Supervisory Board, this will amount to 3-times the amount and for the Deputy Chairperson of the Supervisory Board 1.5-times the amount of the fixed remuneration for a Supervisory Board member according to paragraph 1.
- (3) The members of the Supervisory Board will receive additional fixed remuneration for their work on Supervisory Board committees, which is payable together with the remuneration according to paragraph 1. The Chairperson of the Audit Committee will receive EUR 100,000 per year,

and each other member of the Audit Committee will receive EUR 50,000 per year. The Chairperson and each member of the Chairman's Committee will receive EUR 50,000 per year. The Chairperson of another committee will receive EUR 50,000 per year, and each other member of another committee will receive EUR 25,000 per year. No additional remuneration will be paid for work on the Committee for Related Party Transactions and the Mediation Committee pursuant to Section 27 (3) of the German Co-Determination Act (MitbestG). If a member of the Supervisory Board performs multiple functions on committees, they will receive the aforementioned additional remuneration for each function. The additional remuneration for committee work is only paid where the committee in question has met at least once in the relevant fiscal year and the committee member attended the meeting.

- (4) Each Supervisory Board member will receive a meeting-attendance fee of EUR 1,000 for each Supervisory Board meeting that the member attends. This also applies for attendance at committee meetings which do not take place on the date of a Supervisory Board meeting.
- (5) If the office or the function with an increased or additional remuneration begins or ends during the course of a fiscal year, the Supervisory Board member will receive the remuneration or the increased or additional remuneration pro rata temporis.
- (6) The company can conclude a pecuniary loss liability insurance policy for the Supervisory Board members at its cost. This includes an appropriate deductible.
- (7) Where requested, the company will cover the costs of a medical examination every two years at a place of examination specified by the company. The scope of the health examination will be determined by the company. The reimbursement of costs in this context includes standard and reasonable travel expenses incurred as a result of the health examination, where evidence of same is provided.

13.2 The amended remuneration of Supervisory Board members will apply from January 1, 2027. The Executive Board is instructed to file the above amendment to Article 16 of the Articles of Incorporation for entry in the commercial register in such a way that the amendment is entered on the closest possible date to January 1, 2027.

13.3 The remuneration system for members of the Supervisory Board as published on the internet at www.continental.com/en/asm is adopted in

accordance with Section 113 (3) of the German Stock Corporation Act (Aktiengesetz - AktG) with effect from January 1, 2027.

II. Further information on agenda items

1. On agenda item 8: Resumes of the nominated Supervisory Board candidates

1.1 Candidates with a term of office from the close of the Annual Shareholders' Meeting on April 30, 2026, until the close of the Annual Shareholders' Meeting that resolves on the ratification of the Supervisory Board for fiscal 2029 (i.e. for around four years)

Georg F. W. Schaeffler

Family shareholder of INA-Holding Schaeffler GmbH & Co. KG and Managing Director of IHO Verwaltungs GmbH

Mr. Georg F. W. Schaeffler has been a member of the Supervisory Board since 2009. He is also a member of the Chairman's Committee, the standing Committee pursuant to Section 27 (3) *MitbestG*, the Audit Committee and the Nomination Committee.

Year of birth	1964
Nationality	German
Memberships in other legally mandated supervisory boards as well as in comparable domestic and foreign supervisory bodies	Schaeffler AG, Herzogenaurach (Chairman)* AUMOVIO SE, Frankfurt am Main* ATESTEO Management GmbH, Herzogenaurach *listed company
Areas of expertise according to qualification matrix	Supervisory board experience Competencies in <i>strategy and management, mergers and acquisitions (M&A) and law and compliance</i> Experience in the area of <i>industry (i.e. tires, chemicals or automotive industry)</i> International experience in the regions of <i>Europe and North and South America</i> Expertise in the area of <i>financial and sustainability reporting, control systems</i>
Education	1986 – 1990 Business administration degree from the University of St. Gallen, Switzerland Graduated as lic. oec. HSG

	1996 – 1999	Law degree from the Duke Law School, USA Dual degree as Juris Doctor / LLM (in international and comparative law)
Professional career	Since the early 1980s until today	Family shareholder of the Schaeffler Group (or its predecessor company)
	1984 – 1986	German armed forces
	1990 – 1996	Schaeffler Group
	2000 – 2006	Attorney specializing in commercial and financial law in Dallas, USA
	Since 2006	Schaeffler Group

Sabrina Soussan

Member of the Shareholders' Committee (*Gesellschafterausschuss*) of Henkel AG & Co. KGaA

Ms. Sabrina Soussan has been a member of the Supervisory Board since 2025.

Year of birth	1969
Nationality	French and German
Memberships in other legally mandated supervisory boards as well as in comparable domestic and foreign supervisory bodies	Henkel AG & Co. KGaA, Düsseldorf (Shareholders' Committee)* *listed company
Areas of expertise according to qualification matrix	<i>Executive board and supervisory board experience</i> <i>Competencies in strategy and management, mergers and acquisitions (M&A), organizational development and strategic personnel planning, digitalization and artificial intelligence as well as law and compliance</i> <i>Experience in the areas of industry (i.e. tire, chemical or automotive industry), research and development, manufacturing and logistics as well as marketing and sales (multi-level, B2B2C and digital business models)</i> <i>International experience in the regions of Europe, North and South America, China as well as Asia-Pacific</i> <i>Expertise in the areas of environment, social responsibility, financial and sustainability reporting, control systems as well as auditing of financial statements</i>
Education	1989 – 1992 Master of Mechanical Engineering and Aerospace Engineering, École Nationale Supérieure de Mécanique et d'Aérotechnique, Poitiers, France 1992 – 1993 Master of Business Administration (MBA), Université de Poitiers, France, and Dublin University, Ireland
Professional career	1993 – 1997 Renault S.A., Paris Engine Research & Development Engineer

1997 – 2008	Siemens Automotive - Powertrain Division <ul style="list-style-type: none"> - Project Director for Gasoline & Diesel Systems (Toulouse) - Managing Director Diesel Systems for Renault-Nissan (Regensburg)
2008 – 2009	Continental AG - Powertrain Division, Regensburg <ul style="list-style-type: none"> - Managing Director for Renault-Nissan Gasoline and Diesel Systems
2009 – 2013	Siemens AG - Building Technologies Division, Switzerland <ul style="list-style-type: none"> - Head of Strategy and Marketing for Building Automation - Vice President Sustainability and Energy Management
2013 – 2017	Siemens AG - Mobility Division, Germany <ul style="list-style-type: none"> - Vice President Commuter and Regional Trains - CEO High Speed/Commuter Trains, Locomotives, Metro and Light Rail
2017 – 2020	Siemens Mobility GmbH, Germany CEO
2021	dormakaba Intern. Holding AG, Switzerland CEO
2022 – 2025	Suez S.A., France Chairman and CEO

Other functions

Since 2024	Member of the Board of Trustees of the Symposium at the University of St. Gallen, Switzerland
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- 1.2 **Candidates with a term of office from the close of the Annual Shareholders' Meeting on April 30, 2026, until the close of the Annual Shareholders' Meeting that resolves on the ratification of the Supervisory Board for fiscal 2027 (i.e. for around two years)**

Satish Khatu

Management Advisor

Mr. Satish Khatu has been a member of the Supervisory Board since 2019.

Year of birth 1952

Nationality USA

Memberships in other legally mandated supervisory boards as well as in comparable domestic and foreign supervisory bodies None

Areas of expertise according to qualification matrix *Executive board and supervisory board experience*
Competencies in strategy and management, mergers and acquisitions (M&A), organizational development and strategic personnel planning as well as digitalization and artificial intelligence
Experience in the area of industry (i.e. tire, chemical or automotive industry), manufacturing and logistics as well as marketing and sales (multi-level, B2B2C and digital business models)
International experience in the regions of Europe, North and South America, China as well as Asia-Pacific

Education

1975	Bachelor of Technology in Mechanical Engineering, Indian Institute of Technology – Mumbai, India
1977	Master of Science in Industrial Engineering, University of Cincinnati – Ohio, USA

	1980	Master of Business Administration, Xavier University – Ohio, USA
Professional career	1977 – 1983	Structural Dynamics Research Corporation, Cincinnati, USA
	1983 – 2000	IBM – various roles in Sales & Services management
	2001 – 2004	General Manager - IBM ASEAN & India
	2004 – 2008	General Manager - IBM Services Asia Pacific
	2009 – 2010	General Manager - IBM Services Growth Markets
	2010 – 2014	General Manager of IBM Global Industries
	2000 – 2014	IBM – Integration & Values Team
	2007 – 2014	IBM – Performance Team
	2012 – 2013	IBM – Strategy Team
	2014 – 2023	Management Advisor / Coach in the fields of digital/organizational transformation, software-as-a-service, portfolio management, global business management, operational excellence, new business models, leadership development and tech startups

Sabine Neuß

Managing Director Production / COO at Brose SE

Ms. Sabine Neuß has been a member of the Supervisory Board since 2014.

Year of birth	1968				
Nationality	German				
Memberships in other legally mandated supervisory boards as well as in comparable domestic and foreign supervisory bodies	None				
Areas of expertise according to qualification matrix	<p><i>Executive board and supervisory board experience</i></p> <p>Competencies in <i>strategy and management, mergers and acquisitions (M&A), organizational development and strategic personnel planning</i> as well as <i>digitalization and artificial intelligence</i></p> <p>Experience in the areas of <i>industry (i. e. tire, chemical or automotive industry), research and development</i> as well as <i>manufacturing and logistics</i></p> <p>International experience in the regions of <i>Europe, North and South America</i> as well as <i>China</i></p> <p>Expertise in the area of <i>environment</i></p>				
Education	<table><tr><td>1986 – 1990</td><td>Mechanical engineering degree from Coburg University of Applied Sciences, graduating Dipl.-Ing.(FH)</td></tr><tr><td>1991 – 1996</td><td>Completed a postgraduate program in industrial engineering at Wurzburg/Schweinfurt University of Applied Sciences, Schweinfurt campus</td></tr></table>	1986 – 1990	Mechanical engineering degree from Coburg University of Applied Sciences, graduating Dipl.-Ing.(FH)	1991 – 1996	Completed a postgraduate program in industrial engineering at Wurzburg/Schweinfurt University of Applied Sciences, Schweinfurt campus
1986 – 1990	Mechanical engineering degree from Coburg University of Applied Sciences, graduating Dipl.-Ing.(FH)				
1991 – 1996	Completed a postgraduate program in industrial engineering at Wurzburg/Schweinfurt University of Applied Sciences, Schweinfurt campus				
Professional career	<table><tr><td>1990 – 1998</td><td>Brose Fahrzeugteile GmbH & Co. KG various management positions</td></tr><tr><td>1998 – 2010</td><td>Behr GmbH & Co. KG various management positions, including: Plant Manager in Neustadt a.D., Product Line Manager for Climate Control in</td></tr></table>	1990 – 1998	Brose Fahrzeugteile GmbH & Co. KG various management positions	1998 – 2010	Behr GmbH & Co. KG various management positions, including: Plant Manager in Neustadt a.D., Product Line Manager for Climate Control in
1990 – 1998	Brose Fahrzeugteile GmbH & Co. KG various management positions				
1998 – 2010	Behr GmbH & Co. KG various management positions, including: Plant Manager in Neustadt a.D., Product Line Manager for Climate Control in				

		the USA and Germany, Head of Cooling Development worldwide, Member of the Management Behr Germany
	2010 – 2013	TRW Automotive Safety Systems GmbH, Aschaffenburg, Managing Director, Head of the Steering Wheel product line globally
	2013 – 2018	Linde Material Handling GmbH Managing Director – COO
	2018 – 2019	Kelvion Holding GmbH, Bochum Chief Operating Officer
	2020 – 2024	Jungheinrich AG Member of the Executive Board – Technol- ogy
	Since 9/2024	Managing Partner of NEUSS-TECH-Consult GmbH
	Since 1/2026	Managing Director Production / COO of Brose SE
Other functions	2015 – 2019	Member of the University Council of Aschaf- fenburg University of Applied Sciences

2. Further information on agenda item 9

2.1 Settlement agreement between Continental, the D&O Insurers, Former Executive Board Members and the Former CCO of Continental Aktiengesellschaft dated September 12, 2025, including Annex (settlement agreement between Continental and Wolfgang Schäfer)

The Liability and Coverage Settlement reads as follows:

Liability and Coverage Settlement

zwischen

1. Continental Aktiengesellschaft, Continental-Plaza 1, 30175 Hanover ("**Continental**"), represented by the Supervisory Board and the Executive Board,

and

2. AIG Europe S.A., German Branch, Neue Mainzer Straße 46-50, 60331 Frankfurt am Main ("**AIG**"),

and

3. XL Insurance Company SE, German Branch, Colonia-Allee 10-20, 51067 Cologne ("**AXA XL**"),

and

4. Zurich Insurance Europe AG, German Branch, Platz der Einheit 2, 60327 Frankfurt am Main ("**Zurich**")

(the insurance companies 2 to 4, including their co-insurers pursuant to Section I. B., hereinafter referred to as the "**Insurers**")

and

5. Dr. Karl-Thomas Neumann, represented by *[removed for invitation to the Annual Shareholders' Meeting]*,

and

6. Mr. Manfred Wennemer, represented by *[removed for invitation to the Annual Shareholders' Meeting]*,

and

7. Dr. Alan Hippe, represented by *[removed for invitation to the Annual Shareholders' Meeting]*,

and

8. Mr. Wolfgang Schäfer, represented by *[removed for invitation to the Annual Shareholders' Meeting]*,

and

9. Mr. José Avila, represented by *[removed for invitation to the Annual Shareholders' Meeting]*,

and

10. Dr. Elmar Degenhart, represented by [removed for invitation to the Annual Shareholders' Meeting],

(Dr. Neumann, Mr. Wennemer, Dr. Hippe, Mr. Schäfer, Mr. Avila, and Dr. Degenhart hereinafter collectively referred to as "**Former Members of the Executive Board**" and individually as "**Former Member of the Executive Board**"),

and

11. [Name of the former General Counsel and Chief Compliance Officer removed for invitation to the Annual Shareholders' Meeting], represented by [removed for invitation to the Annual Shareholders' Meeting],

(the *Former Members of the Executive Board* and [Name of the former General Counsel and Chief Compliance Officer removed for invitation to the Annual Shareholders' Meeting] hereinafter collectively referred to as the "**Defendants**", *Continental*, the *Insurers*, and the *Defendants* hereinafter also each individually referred to as a "**Party**" and collectively as the "**Parties**").

Insofar as an *Insurer* has the lead in an excess contract in accordance with Section I. B. of the preamble, it acts both in its own name and on behalf of the co-insurers of the respective excess contract, unless explicitly stated otherwise in this liability and coverage settlement. Any provision relating to the *Insurers* shall also apply to or against all co-insurers of the *Insurers* on the basis of the agreed lead clauses, unless otherwise explicitly stipulated in this liability and coverage settlement.

Preamble

I. Parties and D&O insurance

- A. *Continental* is a German automotive supplier based in Hanover. Since September 1, 1990, *Continental* has held D&O insurance with *AIG* ("**Basic Contract**") (insurance policy no. Y 55 151 1256). This provides for an insured sum of EUR 25 million (in words: twenty-five million euros). The *Basic Contract* is supplemented by various excess insurance contracts (together with the *Basic Contract*, the "**Continental D&O**"; the insurers participating in *Continental D&O* in the 2020 insurance period are collectively referred to as the "**D&O Insurers**"). *Continental D&O* grants insurance coverage to persons defined in the insurance contracts ("**Insured Persons**") who are or were employed by the respective policyholder or by co-insured companies within the meaning of the insurance terms and conditions (Section 1.5.1 of the AVB ULHV 2016-E (AIG) in the version according to Addendum No. 37 ULHV 2016-E (AIG)), in particular in the event of claims for damages and in the event of official proceedings being initiated against them. *Insured Persons* include, in particular, former and current members corporate bodies of *Continental*. The provision on the so-called notification of circumstances states that a claim based on a circumstance is deemed to have been asserted at the time of a precautionary notification. *Continental* notified the *D&O Insurers* on November 10, 2020, and August 5, 2021, on a precautionary basis, based on Section 6.3 of the AVB ULHV 2016-E (AIG) in the version pursuant to Section 7 of Addendum No. 37 ULHV 2016-E (AIG).

Continental did not submit any further notifications to the *Insurers* based on Section 6.3 of the AVB ULHV 2016-E (AIG) in the version pursuant to Section 7 of Addendum No. 37 ULHV 2016-E (AIG) for the 2020 insurance period.

B. For the 2020 insurance period, the *Continental* insurance program consisted of the following insurance contracts (collectively, the "**Insurance Program**"):

1. *Basic contract* with an insured sum of EUR 25 million with *AIG* (100%),
2. First excess layer with an insured sum of EUR 75 million (xs EUR 25 million), consisting of co-insurance contracts with AXA Corporate Solutions Assurance S.A. ("**AXA CorSo**") (33.33%) as the leading insurer, as well as the participating insurers XL Insurance Company SE, German Branch, Colonia-Allee 10-20, 51067 Cologne ("**XL**") (33.33%) and Liberty Mutual Insurance Europe SE, German Branch, Im Klapperhof 7-23, 50670 Cologne, (33.33%) ("**First Excess**"); since the acquisition of XL Group Ltd. by AXA S.A. and the merger of *AXA CorSo* with *XL* with effect from December 31, 2019, the brand presence for the industrial insurance liability business has been under *AXA XL* with *XL* as the risk carrier,
3. Second excess layer with an insured sum of EUR 150 million (xs EUR 100 million), consisting of co-insurance contracts with *Zurich* (23.333%) as the leading insurer and the participating insurers Swiss RE International SE, German branch, Arabellastraße 30, 81925 Munich (16.667%), QBE Europe SA/NV, German branch, Breite Straße 31, 40213 Düsseldorf (16.667%), Generali Versicherung AG, Adenauerring 7, 81737 Munich (10%), HDI Global SE, HDI-Platz 1, 30659 Hanover (10%), R+V Allgemeine Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden (10%), MSIG Insurance Europe AG, German Branch, An den Dominikanern 11-27, 50668 Cologne ("**MSIG**") (6.67%) and Newline Europe Versicherung AG, Schanzenstraße 38, 51063 Cologne (6.67%) ("**Second Excess**"); since the merger of *MSIG* with *MS Amlin Insurance SE*, Boulevard Roi Albert II 37, 1030 Brussels (Schaerbeek), Belgium, effective June 30, 2025, the latter has been operating under the name *MSIG Europe SE*,
4. Third excess layer with an insured sum of EUR 100 million (xs EUR 250 million), consisting of co-insurance contracts with *AIG* (25%) as the leading insurer and the participating insurers Allianz Global Corporate & Specialty SE, Königinstraße 28, 80802 Munich (25%), *MSIG* (25%) and Tokio Marine Europe S.A., branch office for Spain, Torre Diagonal Mar Josep Pla 2, 08031 Barcelona, Spain (25%).
5. Fourth excess layer with an insured sum of EUR 50 million (xs EUR 350 million), consisting of co-insurance contracts from Great Lakes Insurance SE, Königinstraße 107, 80802 Munich (50%) as the leading insurer and the participating insurer Beazley Insurance dac, branch office for Germany, Rosental 4, 80331 Munich (50%).

The total sum insured under *the Insurance Program* is therefore EUR 400 million.

With effect from January 1, 2021, as agreed between the *D&O Insurers* and *Continental*, the *D&O Insurers* excluded coverage for claims asserted for the first time in

connection with the "provision of illegal defeat devices for vehicle engines" under the *Continental D&O* by means of a specific matter exclusion. The *Insurers* and *Continental* are of the opinion that the *Continental D&O* does not provide coverage for directors' and officers' liability claims in connection with the *Settled Matter* (as defined in Section 2.1) for which less than three years has elapsed since their occurrence. The *Defendants* do not share this view.

II. Diesel issue

- A. It is alleged that several *Former Members of the Executive Board* and former executives of *Continental* violated their duties of care in connection with the "**Diesel Issue**." In this context, the term "Diesel Issue" refers to the development, installation, distribution, and other use of certain software functions in the engine control system for engines such as the EA 189 1.6 I from Volkswagen AG ("**VW** ") and other engine control projects, which led to deviations between emissions in test bench and real-world operation, and all related facts, in particular the facts arising from the contents of the *Continental Letters* (as defined in Section III.A of the preamble), the allegations pursuant to Section III.B of the preamble, as well as the investigation and review at *Continental* following the publication of the Notice of Violation by the US Environmental Protection Agency on September 18, 2015, against *VW*.
- B. The public prosecutor's office in Hanover investigated several – but not all – *Former Members of the Executive Board* of *Continental*, among others. Following the discontinuation of all other investigations, only one criminal proceeding involving, among others, a *Former Member of the Executive Board* of *Continental* is currently still pending.
- C. According to *Continental*, *Continental* and its subsidiaries and other subordinate and affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz – AktG*) ("**Continental Group**") as well as subsidiaries that were involved in the *Diesel Issue* but are no longer part of the *Continental Group* ("**Former Subsidiaries**") have spent a total of at least EUR 296 million in connection with the *Diesel Issue*. This amount includes, among other things, fines, costs of internal investigations, and other legal and consulting fees.

III. Defendants

- A. The Supervisory Board of *Continental* has initiated an internal investigation and the examination of possible directors' and officers' liability claims due to possible breaches of duty of care in connection with the *Diesel Issue*. On this basis, *Continental* has come to the conclusion that the *Former Members of the Executive Board* violated their duties in connection with the *Diesel Issue*. As a result, the Supervisory Board of *Continental*, on behalf of the company, asserted claims for damages against the *Former Members of the Executive Board* for breaches of duty under Section 93(2) Sentence 1 *AktG*; this was done in writing to the *Former Members of the Executive Board* – after sending the drafts of the letters of claim on December 10, 2024, together with attachments – by letter dated August 1, 2025, together with attachments (the drafts of the letters of claim together with attachments and the letters dated August 1, 2025, together with attachments, collectively referred to as the "**Continental Letters**"). *Continental* has not to date asserted any claims for damages against [Name of the former General Counsel and Chief Compliance Officer removed for invitation to the Annual Shareholders' Meeting].

- B. *Continental* alleges that the *Defendants* breached their duty of care by (i) failing to establish a system to ensure compliance with legal requirements for the products of the Engine Systems business unit, (ii) failing to investigate, remedy, and, if necessary, punish specific indications of possible misconduct by employees of the *Continental Group* and *Former Subsidiaries* that came to their attention in connection with the *Diesel Issue*, and/or (iii) failing to report this properly to the entire Executive Board and the Supervisory Board. The allegations differ with regard to the individual *Defendants*. The *Defendants* reject the claims for damages on the merits (including the alleged breaches of duty of care) and in terms of the amount.
- C. Mr. Wolfgang Schäfer is asserting various claims arising from the termination agreement, which terminated his employment in connection with the *Diesel Issue* as of January 31, 2022. These claims are settled in a separate settlement agreement, which is attached as an *Annex* to this liability and coverage settlement.

In the interest of avoiding lengthy disputes and the associated litigation and cost risks, the *Parties* intend

- while maintaining their respective positions,
- without acknowledging any legal obligation and
- without prejudice to any legal disputes

to reach a settlement on the liability and coverage claims in connection with the *Diesel Issue*, which shall be comprehensive and final. In particular, the conclusion of this *agreement* does not imply any acknowledgment of any breach of duty and/or liability on the part of the *Defendants* or any obligation on the part of the *Insurers* to provide coverage.

With this in mind, the *Parties* enter into the following agreement (the "**Agreement**"):

1. PAYMENT

- 1.1 *AIG* shall pay *Continental* an amount of EUR 17,417,770.00 (in words: seventeen million four hundred and seventeen thousand seven hundred and seventy).
- 1.2 The co-insurers in the *First Excess* will pay *Continental* a total amount of EUR 23,802,000.00 (in words: twenty-three million eight hundred and two thousand). Of this amount, EUR 15,868,000.00 is payable by AXA XL and EUR 7,934,000.00 by Liberty Mutual Insurance Europe SE, German branch.
- 1.3 The co-insurers in the *Second Excess* shall pay *Continental* a total amount of EUR 2,500,000.00 (in words: two million five hundred thousand). Of this amount, EUR 583,325.00 shall be paid by *Zurich*, EUR 416,636.96 by Swiss RE International SE, EUR 416,636.96 by QBE Europe SA/NV, German branch, EUR 249,977.18 by Generali Versicherung AG, EUR 249,977.18 by HDI Global SE, EUR 249,977.18 by R+V Allgemeine Versicherung AG, EUR 166,734.77 by MSIG Europe SE, and EUR 166,734.77 by Newline Europe Versicherung AG.

- 1.4 The payments pursuant to Sections 1.1 to 1.3 of this *Agreement* (each a "**Settlement Payment**," hereinafter collectively referred to as the "**Settlement Amount**") shall be due within one month after the conditions for this settlement to take effect pursuant to Section 4.1 have been met and *Continental* has notified the *Insurers* thereof in writing. Each *Insurer* is entitled to make payment before it falls due. From the date of their due date until payment, the amounts shall bear interest at 9 percentage points above the base interest rate.
- 1.5 The *Insurers* owe the *Settlement Amount* as several debtors, each for their respective share. There is no joint and several liability between the *Insurers* – including between the respective co-insurers for the *First Excess* and *Second Excess*.
- 1.6 The *Settlement Amount* shall be paid to the following *Continental* account: IBAN: [removed for the invitation to the Annual Shareholders' Meeting], BIC: [removed for the invitation to the Annual Shareholders' Meeting].
- 1.7 The payments due under Sections 1.1 to 1.3 of this *Agreement* shall be allocated to the 2020 insurance period. They shall exhaust the sums insured under the *Insurance Program* in full.
- 1.8 The *Parties* agree that the *Settlement Payments* are genuine compensation payments and that, consequently, no sales tax is payable on the *Settlement Payments*. *Continental* shall bear any legal risk with regard to sales tax. For the *Insurers*, the *Settlement Payments* are also final in this respect. However, they will provide *Continental* with all information and documents that are relevant for reviewing the tax consequences or that are necessary or useful for submission to the tax authorities, within reasonable limits.

2. SETTLEMENT AND RELEASE AGREEMENT

- 2.1 Upon the occurrence of the condition precedent specified in Section 4.1 of this *Agreement* and the payments of the amounts due by *AIG* and *AXA XL* pursuant to Sections 1.1 and 1.2, all claims and rights, in particular claims for damages, (hereinafter referred to as the "**Relevant Claims**") by *Continental* against the *Defendants* and against other *Insured Persons*, in each case arising from or in connection with their activities for the *Continental Group* and arising from and/or in connection with the *Diesel Issue*, shall be finally and conclusively settled and discharged. The same applies to *Relevant Claims* of the companies of the *Continental Group* and *Former Subsidiaries* against the *Defendants* and against other *Insured Persons*, in each case based on or in connection with their activities for companies of the *Continental Group* or *Former Subsidiaries* and based on and/or in connection with the *Diesel Issue*. This applies regardless of whether the *Relevant Claims* are current or future, known or unknown, conditional or unconditional, foreseeable or unforeseeable, arising from their own rights or transferred rights. The other *Insured Persons* pursuant to Section 2.1, Sentence 1, are entitled to invoke the settlement and discharge pursuant to this Section 2.1 directly (contract in favor of third parties). The facts referred to in Section 2.1, Sentences 1 and 2, of this *Agreement* are collectively referred to below as the "**Settled Matter**".

Continental also undertakes to not or no longer assert, assign, or otherwise transfer any *Relevant Claims* against the *Defendants* and other *Insured Persons* based on and/or in connection with the *Settled Matter*, either in or out of court. *Continental* will also ensure, to the extent legally permissible, that other

companies of the *Continental Group* and *Former Subsidiaries* likewise permanently refrain from asserting, assigning, or otherwise transferring *Relevant Claims* against the *Defendants* and other *Insured Persons* based on and/or in connection with the *Settled Matter*, either in or out of court.

The settlement and release pursuant to this Section 2.1 shall have limited overall effect (*beschränkte Gesamtwirkung*). The *Parties* expressly agree that the agreed settlement and release shall not cover claims of the *Continental Group* or *Former Subsidiaries* against third parties who are not *Insured Persons* on the basis of and/or in connection with the *Diesel Issue*, nor shall it cover claims and rights arising from this *Agreement*.

- 2.2 Furthermore, upon fulfillment of the condition precedent specified in Section 4.1 of this *Agreement* and upon payment by *AIG* and *AXA XL* in accordance with Sections 1.1 to 1.2, all claims and rights of the *Continental Group*, the *Former Subsidiaries*, the *Defendants* and all other *Insured Persons* against *AIG* and *AXA XL* on the basis of and/or in connection with the *Settled Matter* shall be finally and conclusively settled and discharged. The settlement and discharge shall apply regardless of whether the claims are present or future, known or unknown, foreseeable or unforeseeable, arising from their own rights or transferred rights. After the occurrence of the condition precedent specified in Section 4.1 of this *Agreement* and the performance of payments by *AIG* and *AXA XL* in accordance with Sections 1.1 to 1.2, the same shall apply with regard to the other *Insurers* as soon as they have paid their respective share of the *Settlement Payments* in full in accordance with Sections 1.2 to 1.3 of this *Agreement*.
- 2.3 Finally, without prejudice to the claims under Section 3 of this *Agreement* – upon the occurrence of the condition precedent specified in Section 4.1 of this *Agreement* and the performance of the payments pursuant to Sections 1.1 to 1.2, all possible claims by the *Defendants* for compensation for expenses incurred in connection with the *Settled Matter*, including any damages against the *Continental Group* or *Former Subsidiaries*, shall be finally and conclusively settled and discharged. The settlement and discharge shall apply regardless of whether the claims are present or future, known or unknown, foreseeable or unforeseeable, in connection with the *Settled Matter*, arising from their own rights or transferred rights. The *Defendants* undertake to not or no longer assert any claims they may have against third parties (in particular other – including former – members of the executive bodies or employees of *Continental*) arising from or in connection with the *Diesel Issue*, either in or out of court. This applies regardless of whether the claims are current or future, known or unknown, foreseeable or unforeseeable, in connection with the *Settled Matter*, arising from their own rights or transferred rights. The third parties concerned are entitled to invoke the waiver in accordance with this Section 2.3 directly (contract in favor of third parties).
- 2.4 The *Insurers* shall not assert any recourse or compensation claims against the *Continental Group* or *Former Subsidiaries*, *Insured Persons* or third parties on their own behalf or on the basis of transferred rights, in particular under Section 86 of the German Insurance Contract Act (*Versicherungsvertragsgesetz – VVG*), for services rendered by them. The *Insurers* shall assign such claims to *Continental* upon request, unless this would lead to a violation of the prohibition of unjust enrichment under tort law, taking into account the total damage incurred by *Continental*. The *Insured Persons* and third parties concerned are

entitled to invoke the *Insurers'* waiver of recourse claims directly (contract in favor of third parties).

- 2.5 Pursuant to Section 93 (4) Sentence 3 *AktG*, claims for directors' and officers' liability cannot be waived if less than three years has elapsed since their inception at the time of the resolution of the Annual Shareholders' Meeting. Such claims are therefore excluded from the provisions of Section 2 of this *Agreement*, although *Continental* has no indication of any such claims in connection with the *Diesel Issue*.
- 2.6 *Continental* hereby warrants that it has not assigned, and will not assign in the future, any of its own claims in connection with the *Settled Matter* against *Defendants*, other *Insured Persons*, or *Insurers* (prohibition of assignment).

3. INDEMNIFICATION

- 3.1 In the event that, after signing this *Agreement*, an *Insured Person* and/or an *Insurer* is sued by a company of the *Continental Group* or a *Former Subsidiary* on the basis of and/or in connection with the *Settled Matter* on its own behalf or on the basis of transferred rights, *Continental* shall indemnify the respective *Insured Person* and/or *Insurer* individually against any legally binding court decisions or court decisions established with the written consent of *Continental*, or at least provisionally enforceable court decisions, by way of settlement or acknowledgment. In the case of provisionally enforceable court decisions, *Continental* shall only indemnify the *Defendants* if they assign to *Continental* their claims for reimbursement of payments under the provisionally enforceable title. In addition, *Continental* shall indemnify the *Insured Persons* and/or *Insurers* against the necessary and reasonable legal defense costs incurred by them as a result of the claim, in particular the costs of their legal representatives.

The same applies if a company of the *Continental Group* or a *Former Subsidiary* causes legal defense costs for *Insured Persons* through comparable actions (in particular, third-party notices, requests to waive the statute of limitations).

- 3.2 In the event that third parties assert claims against *Insured Persons* by way of internal recourse or on any other legal basis and/or *Insurers* assert claims on their own behalf or on behalf of transferred rights on the basis of and/or in connection with the *Settled Matter*, *Continental* shall indemnify the *Insured Persons* and/or *Insurers* individually against legally binding court decisions or court decisions established with the written consent of *Continental*, or at least provisionally enforceable court decisions, by way of settlement or acknowledgment. In the case of provisionally enforceable court decisions, *Continental* shall only indemnify the *Defendants* if they assign their claims for reimbursement of payments made to *Continental* on the basis of the provisionally enforceable title. In addition, *Continental* shall indemnify the *Insured Persons* and/or *Insurers* against the necessary and reasonable legal defense costs incurred by them as a result of the claim, in particular the costs of their legal representatives.

The same shall apply if third parties cause legal defense costs to be incurred by *Insured Persons* as a result of and/or in connection with the *Settled Matter* through comparable actions (in particular, notices of dispute, requests to waive the statute of limitations).

- 3.3 The *Insured Persons* and/or *Insurers* shall immediately notify *Continental* of any assertion of claims against them covered by Sections 3.1 and 3.2, any

announcement of such an assertion, and any action that incurs legal defense costs for *Insured Persons* (in particular, notices of dispute, requests to waive the statute of limitations) or any action that incurs legal defense costs for *Insurers*. The *Insured Persons* and/or *Insurers* undertake not to make any acknowledgment or waiver of defenses or objections and not to conclude any settlement or other binding agreement regarding such a claim without the consent of *Continental*. To the extent legally permissible, *Continental* itself, or on behalf of the respective *Insured Persons* and/or *Insurers*, is entitled to take all legally permissible measures to defend against or otherwise settle a claim. The respective *Insured Persons* and/or *Insurers* shall support *Continental* in defending against or settling the claim.

3.4 In the event that, after this *Agreement* has been signed, administrative or criminal proceedings arise on the basis of and/or in connection with the *Settled Matter*, resulting in defense costs for *Insured Persons*, *Continental* shall indemnify the *Insured Persons* individually for the necessary and reasonable legal defense costs incurred by the respective proceedings, in particular the costs of their legal representatives. Reimbursed or yet to be reimbursed legal defense costs already incurred shall continue to be subject to the right of recovery with regard to legally established breaches of duty in accordance with the respective existing cost assumption agreements; Section 2.1 Sentence 1 of this *Agreement* shall not apply in this respect.

3.5 The indemnification obligation towards the *Insurers* shall also apply in the event that *Insured Persons* assert coverage claims against the *Insurers* in the constellations described in Sections 3.1, 3.2, and 3.4 of this *Agreement*.

The indemnification obligation of *Continental* under Sections 3.1, 3.2, and 3.4 of this *Agreement* shall not apply if indemnification would violate mandatory legal provisions, nor shall it apply to the respective *Insured Persons* if coverage would be excluded under Section 4.1 of AVB ULHV 2016-E (AIG) in the version according to Addendum No. 37 ULHV 2016-E (AIG) (in this respect, however, the obligation to indemnify with regard to legal defense costs shall remain in force until the exclusion is determined by settlement, express written acknowledgment, or final court judgment).

4. SUSPENSIVE CONDITION AND REIMBURSEMENT

4.1 With the exception of Section 5 (Waiver of Statute of Limitations) and Section 7 (Communication) of this *Agreement*, this *Agreement* shall only become effective in its entirety (condition precedent) if the Annual Shareholders' Meeting of *Continental* approves this settlement agreement and *Annex* and no minority whose shares together amount to one tenth of the share capital raises an objection for the record (Section 93 (4) Sentence 3 *AktG*). The condition precedent shall be deemed to have finally failed if it has not been fulfilled by December 31, 2026.

4.2 Notwithstanding the legal consequences stipulated in Section 9.3 regarding a (partial) invalidity of a provision of this *Agreement*, if the nullity and/or invalidity of this *Agreement* is legally established or if an action for rescission or nullity against the resolution of the Annual Shareholders' Meeting of *Continental* approving this *Agreement* and its *Annex* is legally upheld, the validity of this *Agreement* as a whole, with the exception of this Section 4.2, 4.3 (with subparagraphs) and 5 (Waiver of Statute of Limitations) shall be deemed invalid. In this case, the *Insurers* shall be entitled to an immediately due repayment claim against *Continental* with regard to any *Settlement Amounts* already paid,

excluding the defenses under Sections 814 and 818 (3) of the German Civil Code. A right of retention or the possibility of offsetting is expressly excluded. In the event that the *Insurers* therefore do not make the payments in full in accordance with Sections 1.1 to 1.3 or demand full or partial reimbursement of payments made, *Continental* reserves the right to hold the *Defendants* liable again for damages arising from or in connection with the *Settled Matter*.

- 4.3 If, in such a case as stipulated in Section 4.2, *Continental* obtains an enforceable judgment, it will not enforce this judgment against the (other) private assets of the respective *Defendant* and will not offset claims against the *Defendants* arising from company pension schemes (including pensions). Enforcement may therefore only be carried out against the *Defendant's* indemnification claims against *Insurers* or against other debtors, in particular joint and several debtors, arising from or in connection with the *Settled Matter*. However, the above restriction on enforcement shall only apply
- 4.3.1 if the respective *Defendant* assigns his indemnification claims against the *Insurers* or his recourse claims against other debtors with regard to the liability damage awarded in the judgment in full to *Continental* or a third party to be named by *Continental* upon request (see Section 4.3.2 below) and
- 4.3.2 if the respective *Defendant* has not committed any breach of obligation toward the *Insurers* that would result in the total or partial loss of his D&O coverage. In the event of a partial loss of insurance coverage, this shall only apply to the extent that the insurance coverage has been lost as a result.

In the case of this Section 4.3, *Continental* may demand that the respective *Defendant* transfer his indemnification claims against the *Insurers*, insofar as these are related to claims for damages asserted by *Continental*, but not his claims for defense costs against the *Insurers*, in whole or in part, to *Continental* or to a third party to be named by *Continental* in writing. The *Defendants* guarantee that they have not encumbered the indemnification claims with third-party rights, but they do not guarantee the existence and enforceability of the indemnification claims. *Continental* is then entitled, but not obligated, to bring a direct action against the *Insurers*.

- 4.4 Notwithstanding the above provisions in Sections 4.1 and 4.2, Sections 5 (Waiver of Statute of Limitations) and 7 (Communication) of this *Agreement* shall become effective upon signature by all *Parties* and transmission of the email in accordance with Section 8.5.2 and shall apply from that point in time in the relationship between the respective *Defendant*, *Continental*, and the *Insurers*. The provisions in Section 5 are not reciprocally linked to the obligations of *Continental*.

5. WAIVER OF STATUTE OF LIMITATIONS

- 5.1 Until this *Agreement* takes effect, the *Defendants* waive the statute of limitations defense with regard to any claims for damages by *Continental* against them based on and/or in connection with the *Settled Matter*, insofar as these claims for damages were not yet time-barred on September 15, 2025. The waiver of the statute of limitations does not include claims under Section 2.5 of this *Agreement*. At the same time, however, the *Defendants* also waive the statute of limitations defense among themselves until this *Agreement* takes effect with regard to any compensation or recourse claims among themselves in connection with the *Settled Matter*, insofar as these claims were not yet time-barred on

September 15, 2025 (these claims pursuant to Sentences 1 and 2 are hereinafter collectively referred to as the "**Non-Time-Barred Claims**").

- 5.2 In the event that this *Agreement* has not become effective by December 31, 2026, in accordance with Section 4.1, the *Defendants* waive the statute of limitations defense with regard to the *Non-Time-Barred Claims* until June 30, 2027.
- 5.3 In the event that an action for rescission or annulment is brought against the resolution of the Annual Shareholders' Meeting of *Continental* approving this *Agreement* and its *Annex*, the *Defendants* shall waive the statute of limitations defense until the date that is six months after (i) a final determination of the nullity and/or invalidity of this *Agreement*, or (ii) a final and binding decision upholding the action for rescission or annulment against the resolution of the Annual Shareholders' Meeting of *Continental* approving this *Agreement* and its *Annex*, the *Defendants* shall waive the statute of limitations defense with respect to the *Non-Time-Barred Claims*.
- 5.4 *Continental* and the *Defendants* accept the waiver of the statute of limitations in accordance with Sections 5.1 to 5.3.
- 5.5 During the term of the waiver of the statute of limitations pursuant to Sections 5.1 to 5.3, the statute of limitations with regard to the *Non-Time-Barred Claims* is suspended in each case in accordance with Sections 204 and 209 of the German Civil Code.

6. COSTS

The *Parties* shall each bear their own costs incurred in connection with the conclusion of this *Agreement*. Furthermore, the *Parties* shall bear their own legal fees. There shall be no compensation for costs.

7. COMMUNICATION

- 7.1 The *Parties* undertake to take the legitimate interests and reputation of the other *Parties* into account as far as possible in press releases, publications, statements, and any other communication to third parties not involved in this *Agreement* with regard to the conclusion and content of this *Agreement* and the *Settled Matter*. The *Parties* agree that it is in their legitimate interests to treat the existence and content of this *Agreement* as strictly confidential as long as the *Agreement* has not been disclosed for the purpose of passing a resolution in accordance with Section 93(4) Sentence 3 *AktG* in the course of convening the Annual Shareholders' Meeting of *Continental*.
- 7.2 For clarification purposes, it is noted that Section 7.1 of this *Agreement* does not prevent the disclosure (i) to the Annual Shareholders' Meeting of *Continental* pursuant to Section 93 (4) Sentence 3 *AktG* and the provision of information to shareholders at the Annual Shareholders' Meeting of *Continental* pursuant to Section 131 *AktG*, (ii) within the scope of other statutory disclosure and information obligations of *Continental* (iii) within the scope of the pursuit of claims by *Continental* against third parties, and (iv) by the *Parties* vis-à-vis (former) affiliated companies (and their legal successors), reinsurers, and external advisors, auditors, authorities, or courts who are bound to secrecy.

7.3 *Continental* will provide the invitation documents to the *Insurers* and the *Defendants* in advance for information purposes.

8. NOTIFICATIONS

All notices and declarations based on or in connection with this *Agreement* must be made in writing and also sent in advance by email to:

8.1 For the *Insurers*:

AIG:
BLD Bach Langheid Dallmayr Rechtsanwälte PartGmbB
[removed for invitation to the Annual Shareholders' Meeting]

AXA XL:
DLA Piper UK LLP
[removed for invitation to the Annual Shareholders' Meeting]

Zurich:
Zurich Insurance Europe AG, German branch
[removed for invitation to the Annual Shareholders' Meeting]

8.2 For *Continental*:

Skadden, Arps, Slate, Meagher & Flom LLP
[removed for invitation to the Annual Shareholders' Meeting]

8.3 For the *Defendants*:

The legal representatives named in the heading for the respective *Defendants*.

8.4 *Continental* shall immediately notify the *Defendants* of the receipt of payments from *AIG* and *AXA XL* in accordance with Section 1.1 and 1.2, as well as the occurrence of the conditions precedent in accordance with Section 4.1.

8.5 The *Parties* further agree with regard to the effectiveness of this *Agreement* and its *Annex*:

8.5.1 *Continental* has appointed and authorized Skadden, Arps, Slate, Meagher & Flom LLP ("**Skadden**") to receive and transmit all notices and declarations in connection with this *Agreement* and its *Annex*. Similarly, the *Insurers* shall appoint and authorize BLD Bach Langheid Dallmayr Rechtsanwälte PartGmbB ("**BLD**"). Any change in these authorized representatives for notifications and declarations must be notified to the other *Parties* two weeks in advance. For the *Defendants*, the legal representatives remain those specified in Section 8.3 of this *Agreement*.

8.5.2 Each *Party* shall send to *Skadden*:

a scanned copy of the *Agreement*, signed and initialed on each page, by email in advance;

eleven originals of the complete *Agreement*, initialed on each page, including the handwritten signature pages, by courier.

- 8.5.3 Mr. Schäfer and *Continental* shall additionally send *Skadden* signed versions of the *Annex* in accordance with Section 8.5.2.
- 8.5.4 The *Parties* irrevocably authorize *Skadden* to compile the originals of the signature pages into one original copy of this *Agreement*, including the *Annex*, and to send it to the *Parties*. Accordingly, the *Parties* irrevocably authorize *Skadden* to compile the scans sent in advance by email into an electronic document.
- 8.5.5 This *Agreement* shall be concluded when *Skadden* has sent the electronic document created in accordance with the above provision by email to *BLD* and to the above-mentioned legal representatives of *the Defendants*. The written form requirement pursuant to Section 9.1 shall not apply in this respect. Section 4 shall remain unaffected.

9. FINAL PROVISIONS

- 9.1 There are no side agreements between the *Parties* to this *Agreement* and its *Annex*. Amendments, supplements, and side agreements to this *Agreement*, including this written form requirement, must be made in writing. Agreements between the *Defendants* and *AIG* regarding the reimbursement of defense costs shall remain unaffected.
- 9.2 This *Agreement* is governed by German law. The civil courts of the Federal Republic of Germany shall have jurisdiction over all disputes arising from and/or in connection with this *Agreement*. The exclusive place of jurisdiction is Hanover, to the extent permitted by law.
- 9.3 If any provision of this *Agreement* or the *Annex* is wholly or partially invalid or later loses its legal validity, this provision shall, to the extent legally permissible, be replaced by an appropriate provision that comes as close as possible to what the *Parties* intended or would have intended if they had considered the invalidity of the provision. The applicability of Section 139 of the German Civil Code is excluded. The same applies to any gaps in this *Agreement*. If it is not possible to replace invalid provisions or gaps in accordance with Sentences 1 and 3, this shall only affect the validity of this *Agreement* or the *Annex* if it can be assumed that this *Agreement* or the *Annex* would not have been concluded without the invalid part or with the gap.

[Signature pages for invitation to the Annual Shareholders' Meeting removed]

The Annex (settlement agreement between Continental and Wolfgang Schäfer) to the Liability and Coverage Settlement reads as follows:

Final settlement of claims arising from employment agreement and waiver of statute of limitations

between

1. Continental Aktiengesellschaft, Continental-Plaza 1, 30175 Hanover ("**Continental**" or "**Continental AG**"), represented by the Supervisory Board,

and

2. Mr. Wolfgang Schäfer, represented by [*removed for the invitation to the Annual Shareholders' Meeting*]

(*Continental* and Mr. Schäfer hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**").

Preamble

- A. The *Parties* enter into this Agreement as an annex to the Liability and Coverage Settlement between *Continental*, Mr. Schäfer, other *Former Members of the Executive Board*, [*Name of the former General Counsel and Chief Compliance Officer removed for invitation to the Annual Shareholders' Meeting*], and *Insurers* ("**Liability and Coverage Settlement**"). Unless otherwise specified herein, terms written in italics shall have the same meaning as in *the Liability and Coverage Settlement*.
- B. Mr. Schäfer was a member of the Executive Board of *Continental* from January 1, 2010, through November 17, 2021, and was responsible for the "Finance, Controlling, IT, and Legal" division, which also included Legal Compliance from 2011 onwards. His employment was terminated by a Termination Agreement dated November 18, 2021, effective January 31, 2022 ("**Termination Agreement**").
- C. Section 4.1 of the *Termination Agreement* stipulates that Mr. Schäfer is entitled to outstanding remuneration. *Continental* has reserved the right to offset this claim under the *Termination Agreement* against potential claims for damages by *Continental* after a specified period of time. In addition, Section 5.1 of the *Termination Agreement* stipulates that Mr. Schäfer is entitled to payment in the amount of EUR 6,692,920.14 gross, unless, at the time of conclusion of the *Termination Agreement*, there was good cause within the meaning of Section 626 (1) of the German Civil Code for extraordinary termination of the employment agreement with Mr. Schäfer due to a breach of duty by Mr. Schäfer in connection with specified proceedings and investigations relating to the *Diesel Issue*.

- D. *Continental* is of the opinion that it has a claim for damages against Mr. Schäfer, since Mr. Schäfer violated his duty of care in connection with the *Diesel Issue*. On this basis, *Continental* believes that it can offset its own claims for damages against the claim under Section 4.1 and that the claim under Section 5.1 of the *Termination Agreement* did not arise.

Mr. Schäfer has rejected the allegation of a breach of duty of care and disputed the legal grounds and the amount of the claim for damages. Mr. Schäfer believes that the claim under Section 5.1 of the *Termination Agreement* has arisen and is asserting this claim as well as the claim under Section 4 of the *Termination Agreement*. He also points out that the criminal investigations against him referred to in Section 4.2 of the *Termination Agreement* have all been discontinued by the public prosecutor's office. On this basis, he is demanding payment of a total of EUR 8,734,664.50 plus interest. In connection with the criminal investigations against Mr. Schäfer, which have since been discontinued, and the fulfillment of his obligations to provide information to *Continental* in connection with the *Diesel Issue*, Mr. Schäfer also incurred costs for his criminal defense and criminal law advice, which are to be covered in Section 4.3 of the *Termination Agreement* and which have not yet been fully reimbursed due to a disagreement about the validity and scope of the existing cost coverage agreement. The alleged claims of Mr. Schäfer listed under C and D are the "**Alleged Claims**".

- E. Against the background of and in connection with the *Liability and Coverage Settlement*, the *Parties* agree to a settlement for the final resolution of Mr. Schäfer's *Alleged Claims* against *Continental* arising from his employment relationship (the "**Final Settlement**" or "**Annex**") in order to avoid long-standing disputes over the asserted claims in the mutual interest of the *Parties* and to reach an amicable settlement while maintaining their respective positions.

Now therefore, the *Parties* agree:

1. SETTLEMENT OF CLAIMS ARISING FROM THE EMPLOYMENT RELATIONSHIP / TERMINATION AGREEMENT

- 1.1 To settle the claim under Section 4.1 of the *Termination Agreement*, *Continental* shall pay Mr. Schäfer EUR 2,041,744.36 (in words: two million forty-one thousand seven hundred and forty-four euros and thirty-six cents) plus default interest. The default interest shall be paid from the due date of the claims, i.e., the fixed monthly salary for December 2021 from January 1, 2022, the fixed monthly salary for January 2022 from February 1, 2022, the performance bonus for fiscal 2021 from June 1, 2022, and the performance bonus for fiscal 2022 from June 1, 2023. The provision in Section 4.2 of the *Termination Agreement* shall not apply in this case.
- 1.2 To settle the Alleged Claim under Section 5.1 of the *Termination Agreement*, *Continental* shall pay Mr. Schäfer a total of EUR 2,850,000.00 (in words: two million eight hundred and fifty thousand euros). This claim has been due since February 1, 2024; default interest shall accrue from this date. The provisions in Section 5.2 and 5.3 of the *Termination Agreement* shall not apply in this regard.
- 1.3 In settlement of the claim under Section 4.3 of the *Termination Agreement*, *Continental* shall reimburse Mr. Schäfer for the costs of his criminal defense and criminal law advice, insofar as the legal advice was necessary and the costs were reasonable. *Continental* shall compensate for the fact that the assumption of costs for Mr. Schäfer constitutes a benefit in kind (*geldwerter Vorteil*).

- 1.4 The payments pursuant to Sections 1.1, 1.2, and 1.3 of this *Final Settlement* shall be made four weeks after the conditions for the *Final Settlement* pursuant to Section 2.1 have been met. With regard to Sections 1.1 and 1.2, this also includes the default interest arising in accordance with Section 288 (1) of the German Civil Code from the date on which they became due, at a rate of 5 percentage points above the base interest rate, which must be specified as such when the payment is made.
- 1.5 Payments pursuant to Sections 1.1, 1.2, and 1.3 shall be made to the following account: IBAN: [removed for the invitation to the Annual Shareholders' Meeting], BIC: [removed for the invitation to the Annual Shareholders' Meeting].
- 1.6 All *Alleged Claims*, including any interest claims, shall be settled with the payments pursuant to Sections 1.1, 1.2, and 1.3 of this agreement. The *Parties* agree that thereafter, no claims against *Continental* for remuneration or reimbursement of costs arising from criminal defense and advice in connection with the preliminary investigations or from the civil action brought by *Continental AG* against Mr. Schäfer shall remain.
- 1.7 Claims arising from the company pension scheme and for the transfer and payment of deferred compensation in accordance with Aufbaukonto II and Section 8 of the service contract between *Continental* and Mr. Schäfer dated April 15, 2020, shall remain unaffected, as stipulated in Section 4.4 of the *Termination Agreement*.
- 1.8 Any obligations of Mr. Schäfer under Sections 2.4 to 2.10, inclusive, of the *Termination Agreement* (including obligations to provide information and cooperate) have been fulfilled and settled in full.

2. EFFECTIVENESS

- 2.1 With the exception of Section 3, this *Final Settlement* is subject to the condition precedent that
 - (a) Mr. Schäfer signs the *Liability and Coverage Settlement*, and
 - (b) the Annual Shareholders' Meeting of *Continental AG* approves the *Liability and Coverage Settlement*, including this *Annex*, and no minority whose shares together amount to one-tenth of the share capital of *Continental AG* raises an objection for the record (Section 93 (4) Sentence 3 of the Stock Corporation Act (*Aktiengesetz – AktG*)).
- 2.2 If, after the condition precedent has been fulfilled, the nullity and/or ineffectiveness of this *Annex* is established with legally binding effect, or an action for rescission or nullity against the resolution of the Annual Shareholders' Meeting of *Continental AG* approving the *Liability and Coverage Settlement*, including the *Annex*, (the "Annual Shareholders' Meeting Resolution") is upheld with legal effect, the *Parties* shall negotiate a new settlement that shall come as close as possible to the contents of this *Final Settlement*, taking into account the circumstances leading to the nullity and/or ineffectiveness. The *Parties* agree that Section 3 shall remain effective even if the nullity and/or invalidity of parts of the *Final Settlement* is established with legally binding effect, or if an action for rescission or annulment against the *Annual Shareholders' Meeting Resolution* is upheld with legal effect.

3. WAIVER OF STATUTE OF LIMITATIONS

- 3.1 Until the *Liability and Coverage Settlement* takes effect, *Continental* waives the right to claim limitation with respect to the *Alleged Claims* insofar as these claims were not yet time-barred on September 15, 2025.
- 3.2 Should the cases described in Sections 5.2 or 5.3 of the *Liability and Coverage Settlement* occur, the waiver of the statute of limitations by *Continental* with regard to the *Alleged Claims* shall apply until a date 15.5 months after the end of Mr. Schäfer's waiver of the statute of limitations in accordance with Sections 5.1 to 5.3 of the *Liability and Coverage Settlement* in favor of *Continental*.
- 3.3 Mr. Schäfer accepts the waiver of the statute of limitations pursuant to Sections 3.1 to 3.2.
- 3.4 During the term of the waiver of the statute of limitations pursuant to Sections 3.1 to 3.2, the statute of limitations with regard to the *Alleged Claims* shall be suspended in accordance with Sections 204 and 209 of the German Civil Code.
- 3.5 The waiver of the statute of limitations stipulated in this Section 3 shall apply regardless of the validity of the remaining provisions of this *Final Settlement*.

4. MISCELLANEOUS

- 4.1 Amendments to this *Final Settlement*, including this written form requirement, must be made in writing in accordance with Section 126 of the German Civil Code, excluding Section 127 (2) of the German Civil Code. Notifications must be made in writing.
- 4.2 Claims for damages by *Continental AG* within the meaning of Section 93 (2) *AktG* are not subject to this *Final Settlement*, but are reserved for the *Liability and Coverage Settlement*.
- 4.3 Should any provision of this *Final Settlement* be or become invalid or unenforceable in whole or in part, or should a loophole become apparent in the implementation of this *Final Settlement*, the validity of the remaining provisions shall remain unaffected. The invalid, unenforceable, or missing provision shall be replaced by an appropriate and legally permissible provision that comes as close as possible to the economic intent of the *Parties* or what they would have intended if they had considered the invalidity, unenforceability, or incompleteness.

[Signature pages for invitation to the Annual General Meeting removed]

2.2 Joint report of the Supervisory Board and the Executive Board on agenda item 9

The Supervisory Board and Executive Board recommend that the Annual Shareholders' Meeting approve the Liability and Coverage Settlement between Continental, the Former Executive Board Members, the Former CCO and the D&O Insurers, including the Annex (settlement agreement between Continental and Wolfgang Schäfer), under agenda item 9. With this step, Continental intends to largely conclude the Diesel Issue. In particular, this is intended to settle the civil law liabilities of board members and employees in connection with the Diesel Issue, as well as civil law claims in connection with the termination agreement of Wolfgang Schäfer against payment of a substantial settlement amount.

2.2.1 Background to the settlement agreement

a) The Diesel Issue at Continental

In July 2007, Continental announced the acquisition of Siemens VDO (“**SVDO**”). The purchase was completed in December 2007. With SVDO, Continental also took over the development and delivery of the engine control software for VW’s EA 189 (“**Project EA 189**”). VW had awarded this contract to SVDO in May 2006.

Project EA 189 faced challenges, particularly as a result of the demanding new EURO 5 emission limits. The challenges were exacerbated by the fact that VW wanted to use a relatively small diesel particulate filter (“**DPF**”) for cost and space reasons. The DPF filters soot particles produced during fuel combustion to prevent them from entering the environment. When the filter is full, it must regenerate itself through a process known as burn-off. However, after a certain number of regeneration cycles, the DPF must be replaced.

Its longevity increases if it is loaded as slowly as possible. However, for physical reasons, a reduction in particle emissions leads to an increase in NO_x-emissions (known as the sootNO_x-trade-off). Lower particle emissions to protect the relatively small DPF therefore inevitably led to higher NO_x-emissions, which in this case exceeded the legal limits. However, the engine control unit of the EA 189 for the VW Golf and Golf Plus contained software that ensured that this limit was not exceeded during regulatory test conditions.

Continental was involved in the development of this software, although the relevant divisions are no longer part of Continental. Technically, the shut-off device worked as follows: after each engine start, the so-called “normal mode” was initially active. In this mode, the vehicles complied with the legally prescribed EURO 5 emission limits. However, as soon as certain parameters specific to regulatory test situations were no longer present, the software irreversibly switched to “acoustic mode.” In this mode, the vehicles exceeded

the legal nitrogen oxide emission limits many times over, while fuel consumption and particle emissions were lower.

On September 18, 2015, the Diesel Issue became public. The United States Environmental Protection Agency (“**EPA**”) accused VW of installing so-called “defeat devices” (illegal shut-off devices under US law) in the EA 189 2.0 I and of violating environmental protection regulations as a result. Shortly thereafter, VW representatives informed Continental representatives that the EA 189 supplied by Continental also contained an “*unregistered cycle detection or defeat device*” and that VW needed Continental’s help in removing the defeat device.

Continental launched an internal investigation (“**Lupus Investigation**”). Neither the persons responsible at the time nor the Initial Legal Advisors ensured that the investigation was independent, open-ended and comprehensive. Despite the shortcomings of the Lupus Investigation, there were indications of misconduct on the part of Continental employees, Continental executives and a former member of the Executive Board. These indications were not properly investigated.

b) Investigation of the Diesel Issue and review of responsibilities

On July 1, 2020, the Hanover public prosecutor’s office searched Continental’s business premises for the first time in connection with the EA 189. Between September 2020 and early November 2021, there were five further searches at Continental and its subsidiaries.

Continental executives initially re-engaged the Initial Legal Advisors. This time, the mandate also included defending the Company and conducting a (further) internal investigation into EA 189. However, this investigation was also inadequate, and the Initial Legal Advisors failed to cooperate with the Hanover public prosecutor’s office as requested by Continental.

Finally, the Hanover public prosecutor’s office scheduled a meeting with several Company executives in the presence of the Initial Legal Advisors. At this meeting, the public prosecutor’s office harshly criticized the investigation conducted so far and the insufficient cooperation at that time. The public prosecutor’s office summoned several members of the Supervisory Board as witnesses. When calculating the fine, the public prosecutor’s office blamed the Company for failing to provide sufficient information and cooperation up to that point.

After the criticism of the Hanover public prosecutor’s office, the Supervisory Board then took over the investigation and changed legal advisors. The Supervisory Board resolved to conduct an independent and comprehensive investigation into Continental’s role in the Diesel Issue, also in order to assess

possible misconduct on the part of members of the Executive Board. To this end, it commissioned a comprehensive and independent investigation of various emissions issues and related Executive Board investigations from June 2021 to September 2024, engaging a law firm specializing in this area as well as a forensic and technical expert.

The Supervisory Board had the results of the investigation reviewed from a legal perspective for possible claims for damages. On September 19, 2024, the Supervisory Board considered the claims for damages assessed by its legal advisors and resolved to claim damages of approximately EUR 296 million from the Former Executive Board Members for breaches of their duty of care.

On November 15, 2024, the Executive Board also resolved to include claims for damages against the Former CCO in connection with the Diesel Issue in any negotiations with the D&O Insurers.

The resolutions are based on legal advice from Skadden (for the Supervisory Board) and GMW as well as the external employment law advisors (for the Executive Board), which had each affirmed enforceable claims for damages due to negligent breaches of duty of care. The review covered the members of the Executive Board in office during the relevant period and involved subordinate employees.

Continental's Executive Board has also conducted a review of whether former or current members of the Supervisory Board acted in accordance with their duties of care in connection with the Diesel Issue. The Executive Board also commissioned the law firm GMW to conduct this review. GMW concludes that there are no indications that former or current members of Continental's Supervisory Board may have violated their obligations under stock corporation law in connection with the Diesel Issue.

c) Ongoing proceedings in connection with the Diesel Issue

With the Liability and Coverage Settlement and Annex taking effect, Continental has largely concluded the Diesel Issue for Continental. Continental currently pursues claims against the Initial Legal Advisors, which they reject. In addition, to the best of Continental's knowledge, criminal proceedings against Dr. Karl-Thomas Neumann and three former employees are still ongoing, although Continental is not involved in these proceedings.

d) Continental's claims for damages against the Former Executive Board Members

Continental believes that it has enforceable claims for damages in a substantial amount against a total of six former members of the Executive Board in connection with the Diesel Issue.

(1) Dr. Karl-Thomas Neumann

Dr. Karl-Thomas Neumann was a member of Continental's Executive Board from October 1, 2004, to August 12, 2009, and was responsible for the Automotive Systems division, which also included the Powertrain division from 2007 onwards. From September 1, 2008, until his departure from the Executive Board on August 12, 2009, he also held the position of Chief Executive Officer.

In Continental's opinion, Dr. Karl-Thomas Neumann negligently violated his duties of care under stock corporation law by:

- failing to investigate specific indications of possible misconduct by Continental employees in the development and sale of VW vehicles with the EA 189 engine, which became known to him on December 8, 2008, at the latest, and remedy legal violations, if confirmed, and impose penalties where appropriate and
- failing, in the course of the integration of SVDO and as the member of the Executive Board responsible for the Powertrain division, to create a system that ensured legal compliance of the products of the Engine Systems business unit; in particular, failing to select, instruct and supervise employees who ensured that these products complied with legal requirements. The Engine Systems business unit later supplied VW with the Relevant Software.

By December 8, 2008, at the latest, Dr. Karl-Thomas Neumann received concrete indications of misconduct by former Continental employees in the development of VW's EA 189. By this date at the latest, he was aware of various modes with different emissions within the engine control software with which VW had obtained certification for the EA 189. At the same time, he learned that Continental employees were working on the development of these modes.

Nevertheless, Dr. Karl-Thomas Neumann did not demand any investigation and did not take any other measures to ensure the admissibility of the software.

In his role as the board member responsible for the Automotive Systems division, Dr. Karl-Thomas Neumann was also jointly responsible for the integration of SVDO. The acquisition created new risks, particularly in the area of environmental regulations. Even though Dr. Karl-Thomas Neumann realized this, he failed to create a system that ensured legal compliance of the products of the Engine Systems business unit.

Through the lawyers he commissioned, Dr. Karl-Thomas Neumann rejected the allegation of a breach of his duty of care and disputed the claims asserted.

(2) Manfred Wennemer

Manfred Wennemer was a member of Continental's Executive Board from May 1, 1998, to August 31, 2008. From September 11, 2001, until his departure from the Executive Board, he held the position of Chairman of the Executive Board. From 1998 to 2005, he was also responsible for the ContiTech division. From 2001 to 2003, he was also responsible for the Passenger Car Tires division, and in 2003 he was Director of Labor Relations.

In Continental's opinion, Manfred Wennemer negligently violated his duties of care under stock corporation law by failing, in the course of the integration of SVDO, to establish a system, which ensured compliance with legal requirements for products of the Engine Systems business unit in his capacity as the member of the Executive Board responsible for the integration; in particular, he failed to select, instruct and supervise employees who would ensure that these products complied with legal requirements.

In his role as Chairman of the Executive Board, he was jointly responsible for the integration of SVDO. The largest acquisition in the Company's history created new risks, particularly in the area of environmental regulations. Even though Manfred Wennemer realized this, he failed to create a system that ensured legal compliance of the products of the Engine Systems business unit.

Manfred Wennemer, through his lawyers, rejected the allegation of a breach of his duty of care and disputed the claims asserted.

(3) Dr. Alan Hippe

Dr. Alan Hippe was a member of Continental's Executive Board from June 1, 2002, to February 28, 2009, and was responsible for Finance, Controlling and Legal Affairs. From 2007, the division he headed was designated "Finance, Controlling, IT and Legal Affairs." In addition, the divisions "Passenger Car Tires" (from August 1, 2008) and "Rubber Group" (from 2008) fell within his area of responsibility until his departure.

In Continental's opinion, Dr. Alan Hippe negligently violated his duties of care under stock corporation law by failing, in the course of the integration of SVDO, to create a system that ensured legal compliance of the products of the Engine Systems business unit as the member of the Executive Board responsible for the integration. In particular, he failed to select, instruct and supervise employees who would ensure that these products complied with legal requirements.

In his role as a member of the Executive Board responsible for legal affairs, among other things, Dr. Alan Hippe was jointly responsible for the integration of SVDO. The acquisition created new risks, particularly in the area of environmental regulations. Even though Dr. Alan Hippe realized this, he failed to create a system that ensured legal compliance of the products of the Engine Systems business unit.

Dr. Alan Hippe, through his lawyers, rejected the allegation of a breach of his duty of care and disputed the claims asserted.

(4) Wolfgang Schäfer

Wolfgang Schäfer was appointed to the Executive Board of Continental with effect from January 1, 2010. In this role, he was responsible for Finance, Controlling, IT and Legal Affairs throughout his term of office, which also included compliance from 2011 onwards. He held this position until his resignation on November 17, 2021.

In Continental's opinion, Wolfgang Schäfer negligently violated his duties of care under stock corporation law by:

- failing to inform the entire Executive Board of specific indications of legal violations at Continental in connection with the development and sale of VW vehicles with the EA 189 engine, which became known to him in the fall of 2015, and thereby failing to bring about a decision by the Executive Board to conduct an open-ended investigation; he subsequently failed to ensure that confirmed legal violations were remedied; rather, without a resolution by the full Executive Board on this matter, he allowed the Initial Legal Advisors to conduct an investigation that was results-driven and focused on defending Continental against VW;
- failing to report properly or have reported by the full Executive Board to the Supervisory Board on the specific indications of legal violations at Continental, in particular the involvement of a former member of the Executive Board known to him, in connection with the development and sale of the EA 189, or to bring about a resolution of the Executive Board to that effect and failing to ensure that the investigation conducted in this regard was reported on properly;
- failing to inform the entire Executive Board of specific indications that he became aware of at the beginning of October 2015 that, in addition to the EA 189, other engine control units supplied by Continental also contained illegal software functions, and to obtain an Executive Board resolution on the implementation of an open-ended investigation; he

subsequently failed to ensure that confirmed legal violations were remedied;

- failing to report these indications or have them reported by the full Executive Board to the Supervisory Board in the proper manner;
- failing to create a system that ensured legal compliance of the products of the Engine Systems business unit; in particular, failing to select, instruct and supervise employees who ensured that these products complied with legal requirements;
- failing to correct false reports to the Supervisory Board's Audit Committee on February 29, 2016, that Continental had a proven technical compliance management system in place; and
- failing to properly report his findings from 2015 and 2016 to his fellow members of the Executive Board and the Supervisory Board, even after searches by the public prosecutors' offices in Frankfurt am Main and Hanover in 2020 and 2021.

On September 18, 2015, the public learned that VW had used illegal defeat devices in its vehicles with 2.0-liter diesel engines sold in the United States. Shortly thereafter, Wolfgang Schäfer learned that the VW EA 189 engine supplied by Continental also contained an "*unregistered cycle detection or defeat device*." Since VW was apparently dependent on the help of Continental employees to eliminate the "*unreported cycle detection or defeat device*," Wolfgang Schäfer had to assume the following: Continental employees had such deep insights into the system that they must also have been aware of the defeat device. This was confirmed in the course of the following weeks. During the investigation, Wolfgang Schäfer even received indications that Continental employees had been involved in the development of the cycle detection system and that the former Chairman of the Executive Board was aware of this.

At the beginning of October 2015, Wolfgang Schäfer received indications that, in addition to EA 189, other engine control units supplied by Continental also contained illegal software functions. However, he did not ensure that these indications were properly investigated and that any misconduct was remedied and punished.

Wolfgang Schäfer did not share any of the above information with the full Executive Board or the Supervisory Board. Therefore, neither the Executive Board nor the Supervisory Board could initiate a legally required independent, open-ended and comprehensive investigation. Instead, Wolfgang Schäfer, Dr. Elmar Degenhart and José Avila instructed the Former CCO and the former Head of Corporate Compliance to initiate an investigation without the

involvement of the full Executive Board. This investigation was not conducted in an open-ended manner, which was apparent to Wolfgang Schäfer. Nevertheless, the persons involved in the investigation gave the Executive Board and the Supervisory Board the impression that misconduct by employees should and would be investigated in an open-ended manner. Wolfgang Schäfer also gave the Chairman of the Supervisory Board's Audit Committee the correspondingly false information.

Wolfgang Schäfer did not ensure that the internal investigation initiated in autumn 2015 was conducted in an open-ended manner. This was one of the reasons why it came to the unjustifiable conclusion that no evidence of misconduct by Continental executives was found and that Continental was not facing any fines or confiscation. Even though Wolfgang Schäfer knew that the Initial Legal Advisors actually had indications of a possible breach of duty by Dr. Karl-Thomas Neumann, Continental did not remedy or punish misconduct and did not improve its compliance management system ("**CMS**"). Immediate improvement of the systems in 2015 could have prevented the distribution of several vehicles with illegal defeat devices from Continental.

Further breaches by Wolfgang Schäfer of his duty of care go back even further. In Continental's opinion, as part of the reorganization of the CMS in January 2011, he should have created a system that ensured legal compliance of the products of the Engine Systems business unit. He failed to do so.

In 2010, at the suggestion of the Supervisory Board, the Executive Board intended to comprehensively improve Continental's compliance organization. Wolfgang Schäfer, who was involved in the implementation, assumed – without checking – that the specialist functions had been performing their compliance management tasks flawlessly for a long time. If Wolfgang Schäfer had initiated an audit, it would have been noticed that the Engine Systems business unit did not have a system in place to ensure compliance with legal requirements for its products. Based on the assumption that a functioning system was already in place, no improvements were made in this area, which led to the consequences described above.

Even when the Supervisory Board asked the Executive Board to examine whether *“technical processes and product development could be more closely integrated into compliance and auditing work”* after the Diesel Issue came to light, Wolfgang Schäfer failed to have a sufficient analysis carried out. He did not intervene when the Supervisory Board's Audit Committee was misinformed in his presence.

Wolfgang Schäfer's misconduct was one contributing factor why the public prosecutor's office conducted several searches at the Company in 2020 and 2021 and imposed heavy fines on Continental. Even after these searches,

Wolfgang Schäfer failed to properly report his findings from 2015 and 2016 to his fellow members of the Executive Board and the Supervisory Board.

Wolfgang Schäfer, through his lawyers, rejected the allegation of a breach of his duty of care and disputed the claims asserted.

(5) José Avila

José Avila was appointed to the Executive Board of Continental with effect from January 1, 2010. He held this position until his resignation on September 30, 2018. In this role, he was responsible for the Powertrain division throughout his entire term of office.

In Continental's opinion, José Avila negligently violated his duties of care under stock corporation law by:

- failing to inform the full Executive Board of specific indications of legal violations at Continental in connection with the development and sale of VW vehicles with the EA 189 engine, which became known to him in the fall of 2015, and thereby bringing about a decision by the Executive Board to conduct an open-ended investigation; he subsequently failed to ensure that confirmed legal violations were remedied; rather, without a resolution by the full Executive Board on this matter, he allowed the Initial Legal Advisors to conduct an investigation that was results-driven and focused on defending against VW;
- failing to report properly or have reported by the full Executive Board to the Supervisory Board on the specific indications of legal violations at Continental in connection with the development and sale of the EA 189 or to bring about a resolution by the Executive Board to that effect, and not ensuring that the investigation conducted in this regard was reported properly;
- failing to inform the entire Executive Board of specific indications that he became aware of in early October 2015 that, in addition to the EA 189, other engine control units supplied by Continental also contained illegal software functions, and to obtain a resolution by the Executive Board to conduct an open-ended investigation; he subsequently also failed to ensure that confirmed legal violations were remedied;
- failing to report these indications or have them reported by the full Executive Board to the Supervisory Board in the proper manner or to obtain a resolution to that effect from the Executive Board; and

- failing to create a system that ensured legal compliance of the products of the Engine System business unit, as the member of the Executive Board responsible for the Powertrain division; in particular, failing to select, instruct and supervise employees who would ensure that these products complied with legal requirements.

José Avila also learned shortly after the publication of the VW NoV in conversations with Dr. Elmar Degenhart about the “*unreported cycle detection or defeat device*” in the VW EA 189 engine supplied by Continental. He also learned that VW had asked Continental for help in eliminating this “*unreported cycle detection or defeat device*” while complying with emission standards. He, too, had to assume that Continental employees must have been aware of the defeat device, which was confirmed in the course of the following weeks. José Avila even received indications that Continental employees had been involved in the development of the cycle detection system.

In early October 2015, José Avila received indications that other engine control units supplied by Continental (besides the one for the EA 189) also contained illegal software functions. However, he did not arrange for these indications to be properly investigated and for any misconduct to be remedied and punished.

José Avila did not share any of the above information with the full Executive Board or the Supervisory Board. Therefore, neither the Executive Board nor the Supervisory Board could initiate a legally required independent, open-ended and comprehensive investigation. Instead, José Avila, Dr. Elmar Degenhart and Wolfgang Schäfer instructed the Former CCO and the former Head of Corporate Compliance to initiate an investigation without the involvement of the full Executive Board. This investigation was clearly not conducted in an open-ended manner.

José Avila did not ensure that the internal investigation initiated in autumn was conducted in an open-ended manner. This was one of the reasons why it came to the unjustifiable conclusion that no evidence of misconduct by Continental executives was found and that Continental would not face any fines or confiscation. Misconduct was not remedied or punished, and Continental did not improve its CMS. Immediate improvement of the systems in 2015 could have prevented the distribution of several vehicles with illegal defeat devices from Continental.

Further breaches by José Avila of his duty of care go back even further. In his role as the member of the Executive Board responsible for the Powertrain division, he should have created a system that ensured legal compliance of the products of the Engine Systems business unit as soon as he took up his

position, but at the latest when the CMS was reorganized in January 2011. However, José Avila did not take such actions.

When the Executive Board wanted to comprehensively improve its compliance organization in 2010 at the suggestion of the Supervisory Board, José Avila did not question or review the statement that the specialist functions were responsible for compliance management. If José Avila had initiated an audit himself, he would have noticed that the Engine Systems business unit did not have a system in place to ensure compliance with legal requirements for its products. Based on the assumption that a functioning system was already in place, no improvements were made in this area, which led to the serious consequences described above.

José Avila's misconduct was one contributing factor why the public prosecutor's office conducted a total of several searches at the Company in 2020 and 2021 and imposed heavy fines on Continental.

José Avila, through his lawyers, rejected the allegation of a breach of his duty of care and disputed the claims asserted.

(6) Dr. Elmar Degenhart

Dr. Elmar Degenhart was appointed to the Executive Board and Chairman of the Executive Board of Continental with effect from August 12, 2009. He held this position until his resignation on November 30, 2020. During this period, his areas of responsibility included "Corporate Communications" (from 2020: "Group Communications and Public Affairs") and "Group Quality and Environment" (from 2020: "Group Total Quality Management"). From 2011, he was also responsible for "Continental Business Systems" (until 2020) and "Central Automotive Functions" (until March 31, 2019).

In Continental's opinion, Dr. Elmar Degenhart negligently violated his duties of care under stock corporation law by:

- failing to inform the full Executive Board of specific indications of legal violations at Continental in connection with the development and sale of VW vehicles with the EA 189 engine, which he became aware of in the fall of 2015, and thereby bringing about a decision by the Executive Board to conduct an open-ended investigation; he subsequently failed to ensure that confirmed legal violations were remedied; rather, without a resolution by the full Executive Board on this matter, he allowed the Initial Legal Advisors to conduct an investigation that was results-driven and focused on defending against VW;
- failing to report properly or have the full Executive Board report to the Supervisory Board on the specific indications of legal violations at

Continental in connection with the development and sale of the EA 189 or to bring about a resolution by the Executive Board to that effect, and did not ensure that the investigation conducted in this regard was reported properly;

- failing to inform the entire Executive Board of specific indications that he became aware of in early October 2015 that, in addition to the EA 189, other engine control units supplied by Continental also contained illegal software functions, and to obtain a resolution by the Executive Board to conduct an open-ended investigation; he subsequently also failed to ensure that confirmed legal violations were remedied; and
- failing to report these indications to the Supervisory Board in the proper manner or to obtain a resolution to that effect from the Executive Board.

As described above, shortly after the publication of the VW NoV, Dr. Elmar Degenhart personally learned from a phone call from a VW executive that the VW EA 189 engine supplied by Continental also contained an “*unreported cycle detection or defeat device*” and that VW needed help in eliminating it. Dr. Elmar Degenhart also had to assume that Continental employees must have been aware of the defeat device, which was confirmed in the course of the following weeks. Dr. Elmar Degenhart also received indications that Continental employees had been involved in the development of the cycle detection system. As early as October 2015, Continental employees explained to Dr. Elmar Degenhart in a presentation the exact functioning of the Continental-specific defeat device, about which no information was publicly available at that time.

At the beginning of October 2015, Dr. Elmar Degenhart received indications that other engine control units supplied by Continental (besides the one for the EA 189) also contained illegal software functions. However, he did not ensure that these indications were properly investigated and that any misconduct was remedied and punished.

Dr. Elmar Degenhart did not share any of the above information with the full Executive Board or the Supervisory Board. Therefore, neither the Executive Board nor the Supervisory Board could initiate the legally required independent, open-ended and comprehensive investigation. Instead, Dr. Elmar Degenhart, Wolfgang Schäfer and José Avila instructed the Former CCO and the former Head of Corporate Compliance to initiate an investigation without the involvement of the full Executive Board. This investigation was clearly not conducted in an open-ended manner.

Dr. Elmar Degenhart did not ensure that the internal investigation initiated in autumn 2015 was conducted in an open-ended manner. This was one of the reasons why it came to the unjustifiable conclusion that no evidence of misconduct by Continental executives was found and that Continental was not facing any fines or confiscation. Misconduct was not remedied or punished, and Continental did not improve its CMS. The persons involved in the investigation gave the entire Executive Board and the Supervisory Board the false impression that misconduct by employees was and would be investigated open-ended.

Dr. Elmar Degenhart's misconduct was one contributing factor why the public prosecutor's office conducted a total of several searches of the Company in 2020 and 2021 and imposed heavy fines on Continental.

Dr. Elmar Degenhart, through his lawyers, rejected the allegation of a breach of his duty of care and disputed the claims asserted.

e) Continental's claims for damages against other members of the Executive Board

Continental is of the opinion that Andreas Wolf also violated his duty of care. However, the Supervisory Board initially postponed taking legal action and asserting the resulting claims for damages against the Former Executive Board Members who contributed to causing these damages.

The Supervisory Board's investigation revealed a negligent breach by Andreas Wolf of his duty of care in connection with the Diesel Issue. Andreas Wolf learned no later than March 3, 2021, that (i) Continental had provided software for the EA 189 that was designed to enable a defeat device, (ii) Continental had been involved in the programming of this software, and (iii) Continental must have had access to all calibration data for this software. This information was not known to most of the other members of the Executive Board or to the Supervisory Board at that time. Nevertheless, Andreas Wolf did not pass this information on to the full Executive Board and the Supervisory Board. Andreas Wolf thus prevented the full Executive Board and the Supervisory Board from making an informed assessment of the investigations by the Hanover public prosecutor's office, correctly assessing the consequences for the Company and responding accordingly.

In September 2024, the Supervisory Board postponed its decision on whether to pursue claims against Andreas Wolf for the following reasons: The damage resulting from Andreas Wolf's breach of his duty of care was difficult to assess due to complex causality issues, but in any case was minor. Continental was able to claim the full amount of the potential damage from other members of the Executive Board who were jointly and severally liable. Any claims against

Andreas Wolf would become time-barred in 2030 at the earliest. These claims will also be settled when the Liability and Coverage Settlement takes effect.

Apart from that, Continental has not identified any breaches of duty of care by other former or active members of Continental's Executive Board in connection with the Diesel Issue on the basis of the investigation.

f) Other claims for damages by Continental

Continental is furthermore of the opinion to be entitled to a claim for damages against the Former CCO in connection with the Diesel Issue. On November 15, 2024, the Executive Board resolved to include these claims in any negotiations with the D&O Insurers.

In addition, Continental is pursuing claims for damages against the Initial Legal Advisors in connection with their legal advice on the Diesel Issue. The Initial Legal Advisors reject the claims.

Continental is not entitled to any claims for damages against former or current members of Continental's Supervisory Board in connection with the Diesel Issue. There are no indications that members of the Supervisory Board acted in any way contrary to their duties in connection with the Diesel Issue.

g) Half of the settlement amount to be shared with Schaeffler AG

On September 26, 2024, Continental reached a settlement with Vitesco to settle Vitesco's potential compensation obligations to Continental in connection with the Diesel Issue. The background to this was the spin-off of the Powertrain business area, which also included the Engine Systems business unit, and the group separation agreement concluded between Continental and Vitesco in this context. Based on the settlement, Vitesco paid Continental EUR 125 million. In return, Continental undertook in this settlement to share with Vitesco any proceeds from the assertion of claims against third parties in connection with the Diesel Issue on a 50/50 basis after deduction of reasonable costs by Continental. The legal successor to Vitesco Technologies Group AG, Schaeffler AG ("**Schaeffler**"). The settlement amount of around EUR 43.7 million is therefore to be shared with Schaeffler on a 50/50 basis after deduction of reasonable costs.

h) D&O Insurance program

Continental maintains D&O Insurance. This provides insurance coverage for certain former and current executives, such as members of the Executive Board and division heads of Continental ("**Insured Persons**"), in the event that they are sued for damages by third parties or are subject to official proceedings in connection with a breach of duty of care committed in the course

of their duties. The 2020 insurance program is relevant for the liability and coverage comparison. It consists of a basic contract supplemented by various excess insurance contracts (collectively, the “**Continental D&O 2020**”).

Continental D&O 2020 amounts to a total sum insured of EUR 400 million. It consists of the primary policy for primary coverage with a sum insured of EUR 25 million and four subsequent excess insurance policies with a sum insured of a further EUR 375 million in total.

In November 2020, Continental reported the facts known at the time to the D&O Insurers as a precautionary measure. The insurers contractually excluded any further coverage for the Diesel Issue for all insurance periods from January 1, 2021 (in the contracts, “provision of illegal defeat devices for vehicle engines”).

There is disagreement between Continental and the D&O Insurers about the scope of coverage. Continental is of the opinion that the facts in question are covered in their entirety by Continental D&O 2020. The D&O Insurers took the position vis-à-vis Continental, Wolfgang Schäfer, José Avila and Dr. Elmar Degenhart that claims for damages in connection with the incorrect disclosure of misconduct (so-called “**Crisis Management**”) were not covered by the reports submitted. In any case, the D&O Insurers also argue, these breaches of duty of care were not insured due to the specific matter exclusion. The corresponding claims are part of the Liability and Coverage Settlement.

i) Expenses

Until the resolution of the Supervisory Board in September 2024 on the pursuit of claims, Continental had identified reimbursable damages of at least EUR 296 million in connection with the Diesel Issue. The amount includes, among other things, costs for internal investigations and defense as well as fines. Until end of 2025, Continental has incurred costs in connection with the Diesel Issue in the overall amount of approximately EUR 300 million.

2.2.2 Key content of the settlement agreements

(1) Liability and Coverage Settlement

Continental has concluded the Liability and Coverage Settlement with the Former Executive Board Members, the Former CCO and the D&O Insurers, which is attached as an appendix to agenda item 9.

The main obligations and legal effects of this Liability and Coverage Settlement are:

- Pursuant to Section 1 of the Liability and Coverage Settlement, the D&O Insurers undertake to pay Continental a settlement amount of EUR 43,719,770.00.
- The parties agree to settle and discharge all claims for damages against all Insured Persons in connection with the Diesel Issue. This therefore also applies in favor of Andreas Wolf and all other Insured Persons who are not themselves involved in the Liability and Coverage Settlement. This also applies to any previously unknown claims for damages.
- In the Liability and Coverage Settlement, Continental and the D&O Insurers have also stated their opinion that there is no longer any coverage under Continental D&O 2020 for directors' and officers' liability claims in connection with the Diesel Issue that arose less than three years ago and therefore cannot yet be waived under the statutory provisions.
- The parties agree to settle and discharge all (coverage) claims against the D&O Insurers in connection with the Diesel Issue.
- The Former Executive Board Members and the Former CCO are not obliged to make any personal contribution.
- For the D&O Insurers, the Former Executive Board Members and the Former CCO, the Diesel Issue at Continental will be definitively settled with the payment by the D&O Insurers. Corresponding indemnification provisions are therefore provided for the event that Continental, for example, makes claims against third parties – such as the Initial Legal Advisors – in connection with the Diesel Issue, and these third parties in turn make claims against the Former Executive Board Members, the Former CCO or other Insured Persons.
 - If third parties assert recourse claims against the Former Executive Board Members or the Former CCO, Continental will indemnify them against these recourse claims and assume any defense costs.
 - If Insured Persons make claims against the D&O Insurers in connection with the Diesel Issue, Continental will indemnify the D&O Insurers against these coverage claims and bear any defense costs.
- Payment by the D&O Insurers is due one month after the Annual Shareholders' Meeting approves the Liability and Coverage Settlement.

- If criminal proceedings against Dr. Karl-Thomas Neumann result in court proceedings, further defense costs will be incurred. Continental shall bear these costs for Dr. Karl-Thomas Neumann but not for other defendants. In the event of a conviction, Continental may reclaim the costs from Dr. Karl-Thomas Neumann.
- The effectiveness of the Liability and Coverage Settlement is subject to the condition precedent that Continental's Annual Shareholders' Meeting approves it and that no minority whose shares together amount to one-tenth of Continental's share capital objects to the resolution being recorded in the minutes. This reflects the legal requirements set out in Section 93 (4) sentence 3 of the German Stock Corporation Act (*AktG*). The Liability and Coverage Settlement contains provisions for the event that an action for defectiveness of a resolution is brought against the approval resolution of the Annual Shareholders' Meeting. The mere filing of such an action for defectiveness of a resolution does not prevent the Liability and Coverage Settlement from taking effect. If an action for defectiveness of a resolution is successful, the Liability and Coverage Settlement will retroactively cease to be effective. However, provisions are included to ensure that Continental can continue to pursue its claims in this scenario, i.e., Former Executive Board Members cannot invoke the statute of limitations.
- The Liability and Coverage Settlement contains a clause that, although phrased in general terms, can have a legal effect only for the Former CCO. According to this clause, Continental waives its right to enforce claims against the private assets of the defendants if the Annual Shareholders' Meeting does not approve the Liability and Coverage Settlement or if the approval resolution is successfully challenged. Such a waiver would be effective vis-à-vis the Former Executive Board Members only if the Annual Shareholders' Meeting actually approves it. Such effectiveness would no longer exist if nullity or ineffectiveness were established. This means that the waiver can be effective only vis-à-vis the Former CCO.
- The Former Executive Board Members and the Former CCO waive their right to raise the defense of limitation. This waiver will also continue to apply if the Annual Shareholders' Meeting does not approve the Liability and Coverage Settlement or if a minority whose shares together amount to one-tenth of the share capital raises an objection for the record or if individual shareholders challenge the Annual Shareholders' Meeting's resolution approving the Liability and Coverage Settlement. The waiver therefore ensures that Continental can

still assert its claims in court if the Liability and Coverage Settlement does not take effect or if its effectiveness is retroactively revoked.

- The parties to the Liability and Coverage Settlement shall each bear their own costs incurred in connection with the conclusion of the overall settlement.

(2) Annex (settlement with Wolfgang Schäfer)

At the start of Skadden's investigation in June 2021, Wolfgang Schäfer was still a serving member of the Executive Board. On November 18, 2021, Continental entered into an agreement with Wolfgang Schäfer whereby he and Continental terminated his employment relationship in connection with the Diesel Issue as of January 31, 2022 ("**Termination Agreement**"). In the Termination Agreement, Continental and Wolfgang Schäfer agreed that he is entitled to (i) a severance payment of approximately EUR 6.7 million, unless there was extraordinary cause for termination at the time the Termination Agreement was concluded, and (ii) outstanding remuneration and bonuses of approximately EUR 2.0 million, which Continental can offset against claims for damages after completion of the investigation and preliminary proceedings. The amount of the compensation payment was based on a severance payment frequently used in practice for the remaining term of the employment contract, capped at a maximum of two years.

Continental assumes that the claim for compensation has not arisen, based on the results of its internal investigation and the legal assessment of its advisors.

A preliminary investigation initiated by the Hanover public prosecutor's office against Wolfgang Schäfer in 2021 was closed in mid-December 2024 due to lack of suspicion of a crime pursuant to Section 170 (2) of the German Code of Criminal Procedure (StPO). From that point on, Continental was able to offset Wolfgang Schäfer's outstanding remuneration against its own claims against him in accordance with the Termination Agreement. However, Wolfgang Schäfer demanded payment of his remuneration and at least part of the compensation payment, plus interest in each case.

During the negotiations, Wolfgang Schäfer made his participation in the Liability and Coverage Settlement contingent upon Continental reaching an agreement with him in advance regarding his claims for payment plus interest. After intensive negotiations, Wolfgang Schäfer agreed on September 12, 2025, to participate in the Liability and Coverage Settlement if Continental agreed with him in an Annex to the Liability and Coverage Settlement on the following terms:

- Continental would pay Wolfgang Schäfer his remuneration earned up to the date of his resignation in the amount of approximately EUR 2.0 million plus the respective statutory default interest.
- Continental will pay Wolfgang Schäfer an additional EUR 2.8 million plus the respective statutory default interest to settle the disputed compensation payment of approximately EUR 6.7 million.
- Continental will reimburse Wolfgang Schäfer for the reasonable and necessary costs of his criminal defense in accordance with the Supervisory Board resolution adopted on September 30, 2021.
- Wolfgang Schäfer's pension entitlements against Continental remain unchanged.
- This settlement will become effective only once the Annual Shareholders' Meeting has approved the overall settlement and no minority whose shares together amount to one-tenth of the share capital has lodged an objection for the record.
- Continental waives its right to raise the statute of limitations defense with regard to the aforementioned claims by Wolfgang Schäfer. The waiver of the statute of limitations is valid for 15.5 months longer than the waiver of the statute of limitations granted by Wolfgang Schäfer in the overall settlement.
- If individual shareholders subsequently take successful legal action against the overall settlement, Continental and Wolfgang Schäfer will conclude a new settlement. This settlement will be as close as possible to the content of the previous settlement, but will take into account the circumstances that led to the success of the respective shareholders' legal action.

2.2.3 Legal framework of the proposal to the Annual Shareholders' Meeting

The Liability and Coverage Settlement including its Annex (settlement with Wolfgang Schäfer) submitted for approval here requires the approval of the Annual Shareholders' Meeting in accordance with Section 93 (4) sentence 3 *AktG*. According to this provision, Continental may waive claims for compensation against members of its Executive Board or settle such claims only if three years have passed since the claim arose, the Annual Shareholders' Meeting approves the settlement, and no minority whose shares together amount to one-tenth of the share capital raises an objection for the record. The Liability and Coverage Settlement contains elements of a settlement and a waiver and is therefore subject to this provision.

The Annual Shareholders' Meeting can vote on the Liability and Coverage Settlement because the minimum period of three years has expired. The period begins when the claim arises. A claim arises as soon as the breach of duty of care has been committed and damage is specifically apparent. The period begins as soon as the claim can be asserted by means of an action for performance or declaratory relief, regardless of whether the damage has been fully realized. In all of the cases examined, this point in time was more than three years ago. The Annual Shareholders' Meeting can therefore vote on the Liability and Coverage Settlement.

2.2.4 Key reasons for the settlement

The Supervisory Board and Executive Board of Continental are convinced that the conclusion of the Liability and Coverage Settlement, including the Annex, put to the vote under agenda item 9 is in the interests of Continental, as the advantages of a settlement outweigh the possible disadvantages. This is based on the following considerations:

- The responsibilities of Continental's board members in connection with the Diesel Issue have been thoroughly and carefully examined. Following the completion of this comprehensive investigation, the review is now to be concluded so that Continental can draw a line under the Diesel Issue as far as possible. Once the settlement takes effect, legal peace will be restored. This applies not only to the Former Executive Board Members and the Former CCO, but also to other Insured Persons.
- Continental can thus use the internal time and financial resources that are freed up for future issues that are urgently needed in view of the epochal geopolitical and macroeconomic upheavals and technical innovations. In this environment, the transformation measures and the realignment of the various divisions through the separation of Vitesco and Aumovio, which has already taken place, and the planned sale of the ContiTech business had and continue to have the highest priority. The focus of Continental's management and workforce is on concentrating the divisions on "pure play" in technologically demanding segments, securing market share and exploiting growth opportunities. The settlement amount to be paid by the D&O Insurers can be used for these transformation measures.
- The Supervisory Board and Executive Board consider the outcome of the negotiations and, in particular, the amount of the payments to be made by the D&O Insurers to be economically very reasonable in the interests of the Company. This also applies when taking into account that Continental must pass on half of the settlement amount to Schaeffler after deducting reasonable costs and pay a mid-single-digit million amount to Wolfgang Schäfer. Although the settlement amount is significantly lower than the amount Continental claimed as damages from the Former Executive Board Members, it is

questionable whether Continental could achieve a better financial outcome by suing the Former Executive Board Members. In the run-up to the settlement, Continental thoroughly examined the litigation risks of a possible lawsuit. According to this analysis, scenarios are conceivable in which Continental would be unable to enforce any or only a very small claim for damages. Added to this are the considerable costs associated with enforcing claims for damages in such a complex case in court and, if necessary, through several instances.

- Continental conducted the negotiations for the Liability and Coverage Settlement vigorously over several rounds. Continental communicated to the D&O Insurers at an early stage that the Company would file lawsuits in mid-September 2025 without an agreement or waiver of the statute of limitations. In the final weeks before the settlement was reached, the D&O Insurers made significant concessions and, on the other hand, credibly explained that they could not make any further concessions to Continental. At that point, the claims for damages against the Former Executive Board Members were in danger of becoming time-barred. Further negotiations without filing a lawsuit after mid-September 2025 were not possible because the Former Executive Board Members had not waived the statute of limitations. Based on the statements made by the D&O Insurers, this would not have been expedient either. If contentious proceedings had been initiated to suspend the statute of limitations, the offer made by the D&O Insurers would have become invalid.
- The settlement agreement concluded in September 2025 also offered the greatest possible cost advantage for Continental. As a result of the negotiations with the D&O Insurers, Continental had not incurred any unusually high costs for legal enforcement up to that point. These costs are also deducted before the settlement amount is divided equally between Continental and Vitesco.
- Litigating the claims would have entailed considerable additional costs. Continental would have been burdened with substantial legal costs, the bearing of which would have depended largely on the uncertain outcome of the court proceedings and which, in any case, would have had to be paid in advance by Continental or the D&O Insurers. The assumption of costs by the D&O Insurers would have used up part of the insurance sum.
- Former Executive Board Members and D&O Insurers raised factual and legal objections in the negotiations to defend against the claims for compensation. Continental countered these objections in the negotiations with very good arguments. However, some legal issues have not yet been decided by the highest court.

- A binding clarification of the existence of claims for damages and any inflow of funds to Continental would also be expected only in a few years thereafter, possibly following several lengthy proceedings. This is because if the D&O Insurers did not pay after successful liability proceedings, coverage proceedings would still have to be brought against the D&O Insurers. Experience shows that liability and subsequent coverage proceedings can take more than ten years. Upon conclusion of the Liability and Coverage Settlement, Continental can refrain from taking any legal action of its own and avoid a compensation claim by Wolfgang Schäfer and the associated costs. The D&O Insurers will pay the settlement amount to Continental no later than one month after the Annual Shareholders' Meeting has approved it and no minority whose shares together amount to one-tenth of the share capital has lodged an objection for the record.
- In relation to the damage incurred, the settlement amount is at the upper end of what D&O Insurers have reimbursed in other publicly known cases of directors' and officers' liability. The agreement with the D&O Insurers can also be considered a success overall. Negotiations with D&O Insurers often take several years and are therefore associated with considerable costs and a significant investment of time. D&O Insurers often make an acceptable settlement offer only once the Company concerned has initiated legal proceedings and obtained an initial notice of claim or even a positive first-instance judgment. Representatives of the first and second excess layers also expressly considered this in the negotiations.
- Contributions from the Former Executive Board Members are not agreed upon in the Liability and Coverage Settlement. From Continental's perspective, there was also no need for a personal financial contribution from the former board members because (i) they are accused only of organizational negligence and omission, but not of active or intentional conduct, (ii) personal contributions could have been enforced only through legal action (i.e., a lengthy and costly process) because the Former Executive Board Members strongly dispute all allegations, and (iii) Continental was able to achieve a good outcome in the negotiations even without any contributions by the Former Executive Board Members. In this respect, the negotiations on the Liability and Coverage Settlement were simpler, faster, and also cheaper. By concluding his settlement, Wolfgang Schäfer also waives a part of the claims he asserted.
- The pursuit of claims against the Initial Legal Advisors is still pending. A successful pursuit of claims would further reduce the total damage.
- The waiver of possible liability claims against the other Insured Persons does not entail any economic disadvantages for the Company, as according to the

Company's legal advisors, Continental has no additional valuable claims for damages against other Insured Persons.

- Further reputational damage due to negative reporting on the Diesel Issue is largely ruled out. In the course of Continental's restructuring measures, protecting its public reputation was and remains a particular concern for the Company.

2.2.5 Summary recommendation

On this basis, the Supervisory Board and Executive Board are convinced that the settlement agreement put to the vote under agenda item 9 is far preferable to judicial enforcement of claims for compensation or coverage in the interests of the Company. In the opinion of the Supervisory Board and the Executive Board, the Company's interest in concluding the legal proceedings relating to the Diesel Issue with regard to the civil law liabilities of the board members quickly, legally securely and definitively through the settlement agreement clearly outweighs any other considerations. The Supervisory Board and the Executive Board therefore propose that the Annual Shareholders' Meeting approve the liability and indemnification settlement.

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/asm.

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 notice of convocation 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 notice of convocation 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, effective date of proof 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 23, 2026, 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 8, 2026, 24:00 hours (CEST) (**effective date of proof**).

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 date of proof. Therefore, shareholders who do not acquire their shares on or before the effective date of proof may not participate in the Annual Shareholders' Meeting. Shareholders who hold shares on the effective date of proof and sell their shares after the effective date of proof 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 date of proof 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 date of proof 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 have 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/asm. 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 29, 2026, 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.

5.1 Granting proxy to third parties

Granting proxy, revoking proxy and providing proof of authorization as proxy must be in text format (Section 126b of the German Civil Code) 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 29, 2026, 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.

5.2 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).

5.3 Procedure for submitting votes by proxy holders appointed by the Company

Shareholders or their proxies have 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

6.1 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 EUR 25,600,765.82 or – rounded up to the next highest number of whole shares – 10,000,300 shares) or a partial amount of EUR 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 made in writing (as defined by Section 122 (2) in conjunction with Section 122 (1) sentence 1 AktG) for the attention of the Executive Board of the Company. It must be received by the Company by no later than the end of the day on March 30, 2026, 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

6.2 **Counter motions or nominations by shareholders pursuant to Sections 126 (1) and 127 AktG**

Shareholders are entitled to submit counter motions 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*).

Counter motions 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

Counter motions and nominations addressed otherwise will not be taken into account.

Counter motions or nominations from shareholders with proof of shareholder status received at the aforementioned address by no later than April 15, 2026, 24:00 hours (CEST) will be published online at www.continental.com/en/asm 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. Any management responses will be published at the same web address.

It should be noted that counter motions 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.

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

Pursuant to Section 131 (1) *AktG*, and subject to a request submitted at the Annual Shareholders' Meeting, each shareholder must be provided with 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 that such 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.

6.4 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/asm.

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 30, 2026, will be transmitted live online for all shareholders and interested members of the public, available at www.continental.com/en/asm, and for all shareholders on the InvestorPortal, which is also available under the same link. 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/asm or requested from the following address: Continental Aktiengesellschaft, Continental-Plaza 1, 30175 Hanover, Germany, e-mail: hv@conti.de.

Hanover, March 2026

Continental Aktiengesellschaft

The Executive Board