

**Dr. Ing. h.c. F. Porsche Aktiengesellschaft  
Stuttgart**

ISIN: DE000PAG9113 / German Securities Identification Code (WKN): PAG911 (preferred share)  
ISIN: DE000PAG3561 / WKN: PAG356 (ordinary share)

Unique identifier of the event: 309997390c1ef111b553ac4c42474cb6

# INVITATION TO THE ANNUAL GENERAL MEETING 2026



We hereby invite our ordinary and preferred shareholders to the

**Annual General Meeting of**

**Dr. Ing. h.c. F. Porsche Aktiengesellschaft,**

on Tuesday, 23 June 2026 at 10:00 hrs (CEST), which will be held in the form of a virtual General Meeting.

The virtual General Meeting will be broadcast live for the entire duration of the event for our shareholders and their proxies with video and audio via the InvestorPortal. The InvestorPortal is available on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> (see section III.4.). Shareholders can exercise their rights via the InvestorPortal as described in detail in section III. of this invitation.

The venue for the General Meeting within the meaning of the German Stock Corporation Act (*Aktiengesetz – AktG*) is Eisbach Studios, Grasbrunner Straße 20, 81677 Munich.

**Shareholders and their proxies (except for the proxy agents designated by the Company) cannot be physically present at the venue of the General Meeting.**

**This document is a non-binding convenience translation of the German original. In case of any discrepancy between the English and German versions, the German version prevails.**

# ANNUAL GENERAL MEETING 2026

Information pursuant to section 125 of the German Stock Corporation Act in conjunction with Article 4 and Table 3 of the Annex of Commission Implementing Regulation (EU) 2018/1212

Type of information	Description
<b>A. Specification of the message</b>	
1. Unique identifier of the event	309997390c1ef111b553ac4c42474cb6
2. Type of message	Invitation to the General Meeting <b>[Formal disclosure according to the EU Implementing Regulation: NEWM]</b>
<b>B. Specification of the issuer</b>	
1. ISIN	DE000PAG9113 (preferred share) DE000PAG3561 (ordinary share)
2. Name of the issuer	Dr. Ing. h.c. F. Porsche Aktiengesellschaft
<b>C. Specification of the General Meeting</b>	
1. Date of the General Meeting	23 June 2026 <b>[Formal disclosure according to the EU Implementing Regulation: 20260623]</b>
2. Time of the General Meeting	10:00 hrs (CEST) <b>[Formal disclosure according to the EU Implementing Regulation: 08:00 UTC]</b>
3. Type of General Meeting	Annual General Meeting in the form of a virtual General Meeting without the physical presence of shareholders or their proxies at the venue of the Annual General Meeting (except for the proxy agents designated by the Company) <b>[Formal disclosure according to the EU Implementing Regulation: GMET]</b>
4. Location of the General Meeting	URL to the Company's access-protected InvestorPortal to follow the entire Annual General Meeting with video and audio and to exercise shareholder rights (for all shareholders duly registered for the Annual General Meeting or their proxies): <a href="https://investorrelations.porsche.com/en/general-meeting-26/">https://investorrelations.porsche.com/en/general-meeting-26/</a>  The venue of the General Meeting within the meaning of the German Stock Corporation Act: Eisbach Studios, Grasbrunner Straße 20, 81677 Munich
5. Record date	1 June 2026, 24:00 hrs (CEST) Pursuant to section 123 para. 4 sentence 2 of the German Stock Corporation Act, section 20 para. 2 sentence 4 of the Articles of Association, proof of shareholding must refer to the close of business on the 22nd day prior to the Annual General Meeting.  <b>[Formal disclosure according to the EU Implementing Regulation: 20260601, 22:00 UTC]</b>
6. Uniform Resource Locator (URL)	<a href="https://investorrelations.porsche.com/en/general-meeting-26/">https://investorrelations.porsche.com/en/general-meeting-26/</a>

## Additional information for the invitation to the General Meeting (blocks D to F of Table 3 of the Annex of Commission Implementing Regulation (EU) 2018/1212):

Information on the participation in the General Meeting (block D), the agenda (block E) and the specification of the deadlines regarding the exercise of other shareholder rights (block F) can be found on the following website: <https://investorrelations.porsche.com/en/general-meeting-26/>.

# I. AGENDA

**1. Presentation of the adopted annual financial statements, the approved consolidated financial statements, and the combined management report, each for the financial year ended 31 December 2025 as well as the Supervisory Board's report on the 2025 financial year**

On 3 March 2026, the Supervisory Board approved the annual financial statements and consolidated financial statements prepared by the Executive Board. The annual financial statements have thus been adopted in accordance with section 172 of the German Stock Corporation Act. For this reason, a resolution of the General Meeting on this agenda item is not required by law and therefore not provided for in the agenda.

The documents referred to under this agenda item are available on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> and will also be available during the Annual General Meeting.

**2. Resolution on the appropriation of the balance sheet profit of the financial year 2025**

The Executive Board and the Supervisory Board propose that the EUR 915,555,000.00 balance sheet profit of the financial year 2025 reported in the adopted annual financial statements of Dr. Ing. h.c. F. Porsche Aktiengesellschaft as of 31 December 2025 be appropriated as follows:

- a) a partial amount of EUR 455,500,000.00 to pay a dividend of EUR 1.00 per ordinary share carrying dividend rights, and
- b) a partial amount of EUR 460,055,000.00 to pay a dividend of EUR 1.01 per preferred share carrying dividend rights.

According to section 58 para. 4 sentence 2 of the German Stock Corporation Act, the claim for payment of the dividend will be due on the third business day following the resolution adopted by the General Meeting and therefore on 26 June 2026.

The dividend is treated in accordance with the tax regulations applicable in Germany and is therefore generally subject to withholding tax. The specific tax treatment depends on the individual circumstances of the shareholders.

**3. Resolution on the formal approval of the actions of the Executive Board members for the financial year 2025**

The Executive Board and Supervisory Board propose that the acts of the Executive Board members who held office in the financial year 2025 be formally approved for this period.

**4. Resolution on the formal approval of the actions of the Supervisory Board members for the financial year 2025**

The Executive Board and Supervisory Board propose that the acts of the Supervisory Board members who held office in the financial year 2025 be formally approved for this period.

**5. Resolution on the appointment of the auditor and group auditor, the auditor for the review of interim consolidated financial statements and interim consolidated management reports as well as the auditor of the sustainability reporting**

Based on the recommendation of the Audit Committee, the Supervisory Board proposes that EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft, Stuttgart, be appointed

- a) as auditor and group auditor for the financial year 2026,
- b) as auditor to review the (condensed) interim consolidated financial statements and the interim consolidated management report regarding the first half of the financial year 2026 and
- c) as auditor of sustainability reporting for the 2026 financial year.

The appointment of the auditor of the sustainability reporting for the 2026 financial year provided for above under lit. c) is made as a precautionary measure in the event that the German legislator, in implementing Art. 37 of Directive 2006/43/EC of 17 May 2006 (Statutory Audit Directive) in the version of Directive (EU) 2022/2464 of 14 December 2022 (CSRD), should require an explicit appointment of the auditor for the sustainability reporting by the Annual General Meeting, i.e. the audit of the sustainability reporting should not be the responsibility of the auditor anyway under German implementation law.

The Audit Committee has stated that its recommendation is free from undue influence by third parties and that no clause restricting the choice within the meaning of Article 16 para. 6 of the EU Statutory Audit Regulation (Regulation (EU) No 537/2014 of the European Parliament and of the Council of 16 April 2014) was imposed on it.

#### **6. Resolution on the approval of the remuneration report**

According to section 162 of the German Stock Corporation Act, the Executive Board and the Supervisory Board have prepared a report on the remuneration granted and owed to the Executive Board and Supervisory Board members in the financial year 2025, which will be submitted to the General Meeting for approval in accordance with section 120a para. 4 of the German Stock Corporation Act.

The auditor reviewed the remuneration report in accordance with section 162 para. 3 of the German Stock Corporation Act to determine whether the remuneration report contains all disclosures required by law. The auditor also carried out a substantial audit going beyond the statutory requirements. The audit opinion regarding the remuneration report is attached to the remuneration report.

The remuneration report including the audit opinion is available on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> and will also be available during the Annual General Meeting.

The Executive Board and Supervisory Board propose that the remuneration report for the financial year 2025 be approved.

#### **7. Resolution on the approval of the amendment of an intercompany agreement entered into by Dr. Ing. h.c. F. Porsche Aktiengesellschaft and Porsche Financial Services GmbH**

Dr. Ing. h.c. F. Porsche Aktiengesellschaft is the sole shareholder of Porsche Financial Services GmbH with its registered seat in Bietigheim-Bissingen. There is a domination and profit and loss transfer agreement between the two companies, designated as profit and loss transfer agreement ("PLTA"), which was last amended by an amendment agreement dated 3 December 2019.

In connection with group-internal changes in the financial services segment, it is intended that the leasing business will be directly operated by Porsche Financial Services GmbH in the future. In order to meet regulatory requirements, the PLTA must be amended. Against this background, Dr. Ing. h.c. F. Porsche Aktiengesellschaft and Porsche Financial Services GmbH intend to enter into an agreement to amend the PLTA ("**Amendment Agreement**").

The main content of the Amendment Agreement is as follows:

The Amendment Agreement provides for the following changes to the wording of the PLTA:

- The designation of the PLTA in the title and in the introductory sentence is adjusted for editorial reasons by replacing the words "profit and loss transfer agreement" with the words "domination and profit and loss transfer agreement".

- Section 2 of the PLTA stipulates the management power and the right to issue instructions of Dr. Ing. h.c. F. Porsche Aktiengesellschaft, which is referred to in the PLTA as the “Controlling Company”, vis-à-vis Porsche Financial Services GmbH, which is referred to in the PLTA as the “Controlled Company”. The provision in section 2 para. 2 of the PLTA is supplemented by a new sentence 3 to the effect that the management and representation of the Controlled Company continue to be the responsibility of the Managing Directors of the Controlled Company, irrespective of the right to issue instructions.
- In accordance with the newly inserted section 2 para. 3 of the PLTA, the Controlling Company will in its instructions respect the sole responsibility of the Managing Directors of the Controlled Company, as required by the German Banking Act (*Kreditwesengesetz – KWG*) or other statutory provisions. It will not issue any instructions the execution of which would result in the Controlled Company or its executive bodies violating the rights and obligations imposed on them by the KWG or Regulation (EU) No. 575/2013, in each case including the regulations issued thereunder, as well as other supervisory legal provisions or requirements of the authority responsible for supervising the Controlled Company under banking supervisory regulations, or other relevant statutory provisions. Where applicable, this also includes instructions that impair the right to build up reserves pursuant to section 340g of the German Commercial Code (*Handelsgesetzbuch – HGB*).
- Section 3 of the PLTA concerns the transfer of profits and the assumption of losses. Section 3 para. 1 is amended to the effect that the Controlled Company undertakes to transfer its entire profit to the Controlling Company in accordance with all provisions of section 301 of the German Stock Corporation Act as amended.
- Section 4 of the PLTA contains provisions on the annual financial statements of the Controlled Company. Pursuant to the amended section 4 para. 2 of the PLTA, the Controlled Company may, at its discretion, allocate amounts from the net profit to other retained earnings pursuant to section 272 para. 3 of the German Commercial Code or, if applicable, to the special item for general banking risks pursuant to section 340g of the German Commercial Code when preparing the annual financial statements, to the extent that this is permissible under commercial and tax law and is economically justified on a reasonable commercial assessment, before a payment is made to the Controlling Company. Other retained earnings within the meaning of section 272 para. 3 of the German Commercial Code formed during the term of this agreement are to be released and used to offset a loss or transferred as profit if the Controlling Company so requests and if this is justified on reasonable commercial assessment, in particular in compliance with banking supervisory requirements.
- The previous provisions in section 4 paras. 3 and 4 of the PLTA will be deleted without replacement.

In all other respects, the PLTA remains unchanged.

The changes apply for the first time to the current financial year at the time the changes take effect.

Finally, the Amendment Agreement contains a so-called severability clause.

The conclusion of the Amendment Agreement is explained in detail in legal and economic terms in the written report submitted jointly by the Executive Board of Dr. Ing. h.c. F. Porsche Aktiengesellschaft and the Managing Directors of Porsche Financial Services GmbH in accordance with section 293a of the German Stock Corporation Act.

Dr. Ing. h.c. F. Porsche Aktiengesellschaft is the sole shareholder of Porsche Financial Services GmbH. Therefore, Dr. Ing. h.c. F. Porsche Aktiengesellschaft is not required to grant any recurring compensation (*Ausgleich*) or settlement payment (*Abfindung*) in accordance with sections 304 and 305 of the German Stock Corporation Act. An audit of the agreements by a contract auditor is also not required for this reason (section 293b para. 1 of the German Stock Corporation Act).

The Executive Board and the Supervisory Board propose that the conclusion of the Amendment Agreement be approved.

The following are available on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> and will also be accessible there during the Annual General Meeting:

- the draft Amendment Agreement (including a consolidated version of the PLTA attached as an annex),
- the annual financial statements of Dr. Ing. h.c. F. Porsche Aktiengesellschaft for the financial years 2023, 2024 and 2025,
- the annual and sustainability reports of Dr. Ing. h.c. F. Porsche Aktiengesellschaft (including the consolidated financial statements and combined management reports) for the financial years 2023, 2024 and 2025,
- the annual financial statements of Porsche Financial Services GmbH for the financial years 2023, 2024 and 2025, and
- the joint report of the Executive Board of Dr. Ing. h.c. F. Porsche Aktiengesellschaft and the Managing Directors of Porsche Financial Services GmbH on the Amendment Agreement pursuant to section 293a of the German Stock Corporation Act.

## 8. Elections to the Supervisory Board

Dr Christian Dahlheim resigned from his position as a member of the Supervisory Board with effect from the end of 31 December 2025 and left the Company's Supervisory Board at that time.

At the request of the Executive Board, the Stuttgart Local Court appointed Mr Holger Peters as a member of the Company's Supervisory Board by decision dated 27 February 2026. The term of office of the court-appointed member of the Supervisory Board will end pursuant to section 104 para. 6 of the German Stock Corporation Act as soon as the deficiency is remedied. Therefore, a supplementary election of a Supervisory Board member as a shareholder representative is to be held by the Annual General Meeting.

Pursuant to sections 96 paras. 1 and 2, 101 para. 1 of the German Stock Corporation Act, sections 1 para. 1, 7 para. 1 sentence 1 no. 3 of the German Co-Determination Act of 4 May 1976 (*Mitbestimmungsgesetz – MitbestG*), and section 11 para. 1 of the Company's Articles of Association, the Supervisory Board is composed of twenty members, ten of whom are elected by the General Meeting and ten of whom are elected by the employees in accordance with the provisions of the German Co-Determination Act.

The Supervisory Board is composed of at least 30 percent women and at least 30 percent men (i.e. at least six women and six men). Neither the shareholder representatives nor the employee representatives had objected towards the Chairman of the Supervisory Board to joint compliance by the time the Annual General Meeting was convened. The Supervisory Board currently consists of twelve men and eight women. The minimum quota requirement is therefore already met, irrespective of the outcome of the supplementary election to be held by the Annual General Meeting. Based on the recommendation of its Nomination Committee, the Supervisory Board proposes to the Annual General Meeting that Mr Holger Peters, Member of

the Board responsible for Finance, IT, and Legal Affairs at Škoda Auto a.s., residing in Vaihingen an der Enz, be elected as a member of the Supervisory Board of the Company as a shareholder representative with effect from the end of the Annual General Meeting on 23 June 2026.

The election is for the remainder of the term of office of the resigning Supervisory Board member, i.e. until the end of the Annual General Meeting that decides on the formal approval for the second financial year after the start of the term of office. The financial year in which the term of office begins is not included in the calculation. The election is therefore for the period until the end of the Annual General Meeting in 2029.

The nomination above considers the targets adopted by the Supervisory Board for its composition as well as the diversity model pursued regarding its composition and aim to fulfil the competence profile for the board as a whole.

Section II.1. "Additional information on the agenda" contains the resumé (CV) of the candidate proposed for election, which provides information on the relevant knowledge, skills and professional experience of the proposed candidate. The resumé also contains an overview of the main activities besides the Supervisory Board mandate. In addition, section II.1. provides information on the personal and business relationships of the candidate with the enterprise, with the governing bodies of the Company and with any shareholder with a material interest in the Company as well as on memberships of the proposed candidate on other statutory supervisory boards in Germany and comparable appointments in business enterprises in Germany and abroad, as stipulated within section 125 para. 1 sentence 5 of the German Stock Corporation Act.

The candidate's resumé and further information on the nomination are also available on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> and will also be accessible there during the Annual General Meeting.

**9. Resolution on the approval of a settlement agreement of Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Volkswagen Aktiengesellschaft and AUDI Aktiengesellschaft with D&O insurers of Volkswagen Aktiengesellschaft including obligations to not assert claims against current and former members of the Executive Board and the Supervisory Board and indemnification obligations**

In June 2021, Dr. Ing. h.c. F. Porsche Aktiengesellschaft ("**Porsche**"), Volkswagen Aktiengesellschaft ("**Volkswagen**") and AUDI Aktiengesellschaft ("**AUDI**", together the "**Companies**") concluded a coverage settlement with insurers under a D&O insurance program for the Volkswagen Group in connection with the diesel issue (the "**Coverage Settlement 2021**"). The D&O insurance program is a directors & officers liability insurance, which Volkswagen has maintained since 1 January 2012, for the Volkswagen Group and which consists of a basic policy with Zurich Insurance Europe AG, a few country policies and various excess insurance policies with different insurers. The Coverage Settlement 2021 was concluded following a comprehensive investigation of the diesel issue and a comprehensive review of the responsibilities of the members of the Executive Board and Supervisory Board of the respective Companies. In the course of this comprehensive investigation and review, it was found with regard to Porsche that the former member of Porsche's Executive Board, Mr Wolfgang Hatz, had negligently breached his duties of care under German stock corporation law in connection with the diesel issue. Against this background, Porsche – in addition to the Coverage Settlement 2021 – concluded a liability settlement with Mr Hatz in June 2021, which provides, inter alia, for a personal contribution (own contribution) to be made by Mr Hatz amounting to EUR 1.5 million.

On 14 July 2021, Porsche's General Meeting approved the Coverage Settlement 2021 and the liability settlement with Mr Hatz. The Coverage Settlement 2021 was also approved by the General Meetings of Volkswagen and AUDI.

Volkswagen shareholders have brought legal actions against, inter alia, the resolution adopted by the Volkswagen General Meeting approving the Coverage Settlement 2021 (the "**VW Approval Resolution**"). After the claims were initially dismissed in their entirety by the Regional Court (*Landgericht*) of Hanover and the appeals on points of fact and law (*Berufungen*) against this were dismissed in their entirety by the Higher Regional Court (*Oberlandesgericht*) of Celle, the Federal Court of Justice (*Bundesgerichtshof*), in response to the appeal on points of law (*Revision*) by the plaintiffs, declared the VW Approval Resolution to be void by judgment dated September 30, 2025 (the "**Appellate Judgment on Points of Law**").

The decision of the Federal Court of Justice is based on procedural grounds. The Federal Court of Justice did not, in contrast, find any deficiencies regarding the contents of the VW Approval Resolution or the Coverage Settlement 2021. The Federal Court of Justice declared the VW Approval Resolution to be void solely on the grounds that, in its view, the agenda of the notice convening Volkswagen's General Meeting should have explicitly stated that, under the Coverage Settlement 2021, Volkswagen had undertaken, inter alia, to never assert any potential claims against current and former members of Volkswagen's Executive Board and Supervisory Board. The relevant explanations regarding these obligations, which were contained in the report submitted to Volkswagen's General Meeting and to which reference was made under agenda item 11 at the time, were found to be insufficient in this respect.

The Coverage Settlement 2021 has become invalid due to the Appellate Judgment on Points of Law by the Federal Court of Justice. The liability settlement with Mr Hatz is not affected by the invalidity of the Coverage Settlement 2021 and continues to be valid.

Against this background, Porsche, Volkswagen and AUDI have entered into a new coverage settlement on 10 March 2026 (entitled "Confirmation agreement on coverage settlement" (*Bestätigungsvereinbarung über Deckungsvergleich*), hereinafter referred to as the "**Coverage Settlement 2026**") with the D&O insurers being parties to the Coverage Settlement 2021 and Berkshire Hathaway European Insurance DAC, Germany ("**Berkshire**", collectively the "**Insurers**"). Berkshire was one of the D&O insurers of the D&O insurance program of Volkswagen in the insurance period 2021 but was not a party to the Coverage Settlement 2021. A settlement agreement with Berkshire could only be reached upon concluding a supplementary coverage settlement dated 15 July 2025 between Porsche, Volkswagen and AUDI on the one hand and Berkshire on the other hand (the "**Berkshire Coverage Settlement**"). The Berkshire Coverage Settlement also became invalid as a result of the Appellate Judgment on Points of Law by the Federal Court of Justice, as its validity depended on the validity of the Coverage Settlement 2021.

The Coverage Settlement 2026 is largely consistent with the Coverage Settlement 2021 in terms of content and additionally incorporates the Berkshire Coverage Settlement.

The Coverage Settlement 2026 requires approvals by the General Meetings of Porsche, Volkswagen and AUDI to take effect.

The Appellate Judgment on Points of Law has also been taken into account by means of the following:

- In the Coverage Settlement 2026, which provides for settlement amounts of a total of EUR 277,715,000 to be paid by the Insurers to the Volkswagen Group, of which Porsche is entitled to 14.50% after deduction of the costs of legal defense already paid and the insurance payments that are still to be made, Porsche undertakes, by way of a genuine contract for the benefit of third parties (*echter Vertrag zugunsten Dritter*) – as in the Coverage Settlement 2021 – among others, to never assert claims against current and former members of the Executive Board and Supervisory Board of Porsche, other than Mr Hatz, arising from or in connection with the "Relevant Facts and Circumstances" (the "**Waivers of Liability**"). The Relevant Facts and Circumstances include, in addition to the diesel issue, any other manipulations, falsifications or misrepresentations of or pertaining to exhaust emissions, consumption levels or performance values of engines within

the Volkswagen Group. The Relevant Facts and Circumstances also include potential agreements in violation of antitrust law in connection with the diesel issue and other exhaust emission and consumption value manipulations including related investigations, proceedings, and assertions of claims. The Waivers of Liability fully apply to claims relating to the diesel issue; for other claims relating to the Relevant Facts and Circumstances, the Waivers of Liability apply only to the extent that insurance cover exists.

- From a legal perspective, pursuant to section 93 para. 4 sentence 3 of the Aktiengesetz, the Waivers of Liability require approval by the General Meeting. Section 93 para. 4 sentence 3 of the Aktiengesetz also provides that claims for damages against members of the Executive Board and Supervisory Board may only be waived three years after the claims have arisen. Against this background, the Coverage Settlement 2021 excluded from the Waivers of Liability any claims against current and former members of the Executive Board and Supervisory Board of Porsche for which the three-year period pursuant to section 93 para. 4 sentence 3 of the Aktiengesetz had not yet expired at the time the Coverage Settlement 2021 was concluded on 9 June 2021. The corresponding provision in the Coverage Settlement 2026 also excludes from the Waivers of Liability any claims for which the three-year period pursuant to section 93 para. 4 sentence 3 of the Aktiengesetz had not yet expired at the time the Coverage Settlement 2021 was concluded. This ensures that the scope of the Waivers of Liability in the Coverage Settlement 2026 corresponds to the scope of the waivers of liability in the Coverage Settlement 2021.
- The main background for the Waivers of Liability is that, according to the results of the extensive legal investigations of the diesel issue initiated by the Supervisory Board and the Executive Board, there were, with the exception of the breach of duty by Mr Hatz, no breaches of duty by current and former members of the Executive Board and Supervisory Board of Porsche with regard to the Relevant Facts and Circumstances, and therefore Porsche is not entitled to assert any claims for damages against current and former members of the Executive Board and Supervisory Board of Porsche in this respect. The Waivers of Liability therefore do not entail any financial disadvantages for Porsche.
- With regard to Mr Hatz and the other persons against whom claims were asserted by Volkswagen and AUDI, the terms of the liability settlements concluded with these persons generally apply. In the event that any of these liability settlements is invalid or void, the Coverage Settlement 2026 – like the Coverage Settlement 2021 – includes the following provision: The Companies may continue to bring actions against the person concerned, but only for that part of the claim which would remain had the Insurers also spent the difference between the settlement amounts and the maximum insurance sums for the insurance periods 2015 and 2021 for insurance payments to indemnify the relevant person. With regard to the remaining part, the Companies undertake by way of a genuine contract for the benefit of third parties not to assert claims against the person concerned due to or in connection with the Relevant Facts and Circumstances. However, this undertaking will not apply insofar as the person concerned would not have been insured for reasons other than the exhaustion of the insured sum.
- The Coverage Settlement 2026 provides – as did the Coverage Settlement 2021 – for settlement under insurance law of all coverage claims arising from or in connection with the Relevant Facts and Circumstances as well as of all coverage claims relating to insured events during the 2015 insurance period, provided that the parties are authorised to dispose of such claims. Such settlement under insurance law is secured – as in the Coverage Settlement 2021 – by indemnification obligations of Volkswagen for the benefit of the Insurers, which relate, inter alia, to any obligations on the part of the Insurers to pay insurance benefits to current and former members of the Executive Board and Supervisory Board of Porsche. Indemnification will only apply if claims are brought against Insurers regardless of the agreed settlement under insurance law. Porsche is obliged under the Coverage Settlement 2026 – as it did under the Coverage Settlement 2021 – to indemnify Volkswagen to the extent that the underlying facts and circumstances relate to Porsche.

The full wording of the Coverage Settlement 2026 dated 10 March 2026 is provided in the additional information on the agenda (under II.2.a)). Also included in the additional information on the agenda is the comprehensive report by the Supervisory Board and the Executive Board on the resolution proposed under agenda item 9 (under II.2.b)) setting out the key background information, contents as well as the considerations of the Supervisory Board and Executive Board regarding the Coverage Settlement 2026. The additional information on the agenda also includes the full wording of the Coverage Settlement 2021 (under II.2.c)) and the full wording of the Berkshire Coverage Settlement (under II.2.d)) as well as the liability settlement with Mr Hatz (under II.2.e)).

The Supervisory Board and the Executive Board propose that the Coverage Settlement 2026 (entitled "Confirmation agreement on coverage settlement" (*Bestätigungsvereinbarung über Deckungsvergleich*)) between Volkswagen Aktiengesellschaft, AUDI Aktiengesellschaft, and Dr. Ing. h.c. F. Porsche Aktiengesellschaft on the one hand and Zurich Insurance Europe AG as D&O insurer of the basic policy and D&O insurers of the excess insurance policies on the other hand be approved.

#### **10. Resolution on the amendment of section 19 of the Articles of Association of the Company (Place and Convocation of the General Meeting)**

Pursuant to section 19 para. 1 of the Articles of Association, General Meetings shall be held at the registered seat of the Company, at the registered seat of a German subsidiary of the Company or at the location of a stock exchange in Germany. In order to increase the flexibility of the Company with regard to the choice of the location of the General Meeting, the provision is to be extended to the effect that General Meetings can also take place at a domestic location within a radius of 100 kilometers of the Company's registered seat and in a German city with more than 100,000 inhabitants. In addition, it should be clarified that the statutory requirements on the place of meeting are not applicable in the case of a virtual Annual General Meeting. The Executive Board and Supervisory Board therefore propose that section 19 para. 1 of the Articles of Association be amended as follows:

*"(1) General Meetings of the Company shall be held at the registered seat of the Company, in a domestic location within a radius of 100 kilometers of the Company's registered seat, at the registered seat of a German subsidiary of the Company, at the registered seat of a stock exchange in Germany or in a German city with more than 100,000 inhabitants. In the case of the virtual General Meeting, sentence 1 shall not apply."*

A synoptic comparison of the currently applicable version of the Articles of Association and the proposed amendment to the Articles of Association is available on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> and will also be available there during the Annual General Meeting.

## II. ADDITIONAL INFORMATION ON THE AGENDA

### 1. Elections to the Supervisory Board (agenda item 8)

The following section contains the resumé (CV) of the candidate proposed for election under agenda item 8, which provides information on the relevant knowledge, skills, and professional experience of the proposed candidate. The resumé also contains an overview of the candidate's main activities besides the Supervisory Board mandate. In addition, information on the candidate's personal and business relationships with the Company, the governing bodies of the Company and with any shareholder with a material interest in the Company is provided as well as on memberships of the proposed candidate on other statutory supervisory boards in Germany and comparable appointments in business enterprises in Germany and abroad, as stipulated within section 125 para. 1 sentence 5 of the German Stock Corporation Act.

#### Holger Peters (\*1968)



Member of the Board responsible for Finance, IT, and Legal Affairs at Škoda Auto a.s.

Member since 27 February 2026

Place of residence: Vaihingen an der Enz

Nationality: German

#### Membership of statutory supervisory boards in Germany

None

#### Comparable appointments in Germany and abroad

Europcar Mobility Group S.A., Paris<sup>1</sup>

Green Mobility Holding S.A., Luxemburg<sup>1</sup>

<sup>1</sup> Group-external mandate

#### CV

Holger Peters has been a member of the Supervisory Board of Dr. Ing. h.c. F. Porsche Aktiengesellschaft since 2026. Born in 1968 in Beckum, Holger Peters completed a banking apprenticeship and studied European Business Administration in Berlin and Cambridge (UK). He began his career at Dr. Ing. h.c. F. Porsche Aktiengesellschaft in 1996 as a specialist in subsidiary controlling. In 2000, he moved to London as Head of Finance of Porsche Retail Group Ltd., before returning to Dr. Ing. h.c. F. Porsche Aktiengesellschaft in Stuttgart in 2003 as Head of Subsidiary Controlling. At the end of 2009, Holger Peters was appointed Head of Controlling and Deputy to the Board Member responsible for Finance and IT. In subsequent years, he became an authorized signatory (*Prokurist*) of Dr. Ing. h.c. F. Porsche Aktiengesellschaft and Porsche Holding Stuttgart GmbH. In 2017, he joined Porsche Financial Services GmbH, where he initially served as Managing Director and, from August 2018, as Spokesman of the Management Board. In early 2022, Holger Peters assumed responsibility for the Europcar Transformation Office at Volkswagen Aktiengesellschaft and led the acquisition of Europcar Mobility Group S.A. From January 2022 to December 2023, he was a member of the Supervisory Board of Pfänder KG. Between February and May 2023, he served as an Authorized Representative of Volkswagen Bank GmbH.

Currently, Holger Peters is a Member of the Board responsible for Finance, IT, and Legal Affairs at Škoda Auto a.s. based in Mladá Boleslav. In addition, he is a member of the Supervisory Board of Green Mobility Holding S.A. and Europcar Mobility Group S.A., where he also chairs the Audit Committee.

**Information on personal and business relationships with the enterprise, the Company's governing bodies and any shareholder with a material interest in the Company**

- Holger Peters is a member of the Board responsible for Finance, IT, and Legal Affairs at Škoda Auto a.s., a 100% subsidiary of Volkswagen Aktiengesellschaft, which indirectly holds via Porsche Holding Stuttgart GmbH 75.0% of the ordinary shares less one ordinary share in Dr. Ing. h.c. F. Porsche Aktiengesellschaft.
- There are no personal relationships with the enterprise and/or a governing body of the Company.
- There are the following relationships to the enterprise:
  - Purchase of motor vehicles, accessories and genuine parts
  - Maintenance of motor vehicles
  - Use of financial and banking products

**2. Additional information on agenda item 9**

- a) **Coverage settlement between Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Volkswagen Aktiengesellschaft and AUDI Aktiengesellschaft on the one hand and Zurich Insurance Europe AG as D&O insurer of the basic policy and the D&O insurers of the excess insurance policies on the other hand dated 10 March 2026**

**Agreement confirming Coverage Settlement**

between

- (1) VOLKSWAGEN AKTIENGESELLSCHAFT, Berliner Ring 2, 38440 Wolfsburg ("**VOLKSWAGEN**"), represented by its Board of Management and Supervisory Board;
- (2) AUDI Aktiengesellschaft, Auto-Union-Straße 1, 85045 Ingolstadt ("**AUDI**"), represented by its Board of Management and Supervisory Board;
- (3) Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Porscheplatz 1, 70436 Stuttgart ("**Porsche**"), represented by its Executive Board and Supervisory Board;

(*VOLKSWAGEN, AUDI and Porsche collectively the "**Companies**"*)

and

- (4) AIG Europe S.A., German Regional Office, Neue Mainzer Straße 46-50, 60331 Frankfurt am Main ("**AIG**");
- (5) Allianz Global Corporate & Specialty SE, Königinstraße 28, 80802 Munich ("**AGCS**");
- (6) Berkshire Hathaway European Insurance DAC, Germany, Cäcilienstraße 30, 50667 Cologne ("**BERKSHIRE HATHAWAY**");
- (7) Great Lakes Insurance SE, Königinstraße 107, 80802 Munich ("**Great Lakes**");

- (8) HDI Global SE, HDI-Platz 1, 30659 Hanover ("**HDI**"),
- (9) Liberty Mutual Insurance Europe SE, German Regional Office, Im Klapperhof 7-23, 50670 Cologne ("**Liberty**");
- (10) QBE Europe SA/NV, German Regional Office, Breite Straße 31, 40213 Düsseldorf ("**QBE**");
- (11) Tokio Marine Europe SA Sucursal en España, Torre Diagonal Mar, Planta 10, Josep Pla 2, 08019 Barcelona, Spain ("**TMHCC**");
- (12) XL Insurance Company SE, German Regional Office (simultaneously as legal successor of AXA Corporate Solutions Deutschland, branch office of AXA Corporate Solutions Assurance S.A., as well as of Catlin Insurance Company (UK) Ltd.), Colonia-Allee 10-20, 51067 Cologne ("**AXA XL**");
- (13) Zurich Insurance Europe AG, German Branch Office, Platz der Einheit 2, 60327 Frankfurt am Main ("**Zurich**"),

(insurance companies nos. (4) to (13) including their co-insurers", the "**Insurers**")

(the *Companies* and *Insurers* each individually a "**Party**" and collectively the "**Parties**").

Where an *Insurer* acts as leading underwriter for an excess liability policy pursuant to paragraph (E) or (G) of the Preamble, it acts both in its own name and in the names of the co-insurers of the respective excess liability policy, unless otherwise explicitly provided for in this Coverage Settlement.

## **Preamble**

- (A) The *Companies* are automobile manufacturers, several Board of Management members and other *Insured Persons* under the VW D&O of which are/were said to have breached duties of care in connection with the so-called "**Diesel Issue**". The term "Diesel Issue" refers in this context to the development, installation, distribution and other use of certain software functions in the engine control unit of the, inter alia, EA189 and EA288 diesel engines as well as various V-TDI engines that led to deviations between the exhaust emissions during dynamometer operation and road use, and all facts and circumstances related thereto, in particular those notified by VOLKSWAGEN with the notification of circumstances of 2015. For the purposes of this Coverage Settlement, the term covers the clarification and investigation of the matter at the *Companies* following the publication of the Notice of Violation by the US Environmental Protection Agency ("EPA") on 18 September 2015, including the so-called "response management", and all measures taken for the preparation and conclusion of this Settlement. A considerable number of official and court proceedings in connection with the *Diesel Issue* were pending in Germany and abroad, including individual and class actions by customers, as well as by consumer and/or environmental organisations, and in some cases are still pending. The subject matter of these proceedings is essentially claims for damages or claims relating to the rescission of sales contracts. In the US, a shareholder derivative action, in particular, is pending before the Supreme Court of the State of New York. Investors from Germany and other countries have also sued VOLKSWAGEN for damages for the alleged fall in the share price as a consequence of supposed misconduct in relation to capital market communication in connection with the *Diesel Issue*.
- (B) Furthermore, the Braunschweig and Munich II public prosecutor's offices have conducted criminal proceedings inter alia against Professor Winterkorn and Mr Stadler, in particular on account of alleged fraud, that are in some cases still ongoing. Among others, Rupert Stadler and Wolfgang Hatz (relevant for this Settlement as *Insured Persons*) were convicted for fraud by Munich II Regional Court with its judgment of 27 June 2023 (W5 KLs 64 Js 22724/19). The judgment is final and binding.

- (C) By 30 September 2025, the *Companies*, their subsidiaries and other group companies ("**VOLKSWAGEN Group**") had, according to information provided by VOLKSWAGEN, spent a total of at least EUR 33.6 billion for negative special factors in connection with the *Diesel Issue*. The amount comprises, among other things, the costs of recalls and field measures, compensation and settlement payments to dealers, internal investigation costs and fines.
- (D) From 1 January 2012, VOLKSWAGEN maintained a D&O insurance policy ("**Primary Policy**") with Zurich with an insured sum of EUR 25 million which, together with several local policies ("**Local Policies**", *Primary Policy* and *Local Policies* collectively also "**International Program Policies**"), comprised an international insurance program. The *Primary Policy* was additionally supplemented successively by various excess liability insurance policies (together with the *International Program Policies*, the "**VW Insurance Program**"). Volkswagen Financial Services AG maintained a separate D&O insurance, which was supplemented successively by various excess liability insurance policies (collectively "**VWFS Policy**"). Some of the excess liability insurance policies which supplemented the *Primary Policy* served at the same time as excess liability insurance policies for the *VWFS Policy*. Additionally, there was a separate D&O insurance for IAV GmbH Ingenieurgesellschaft Auto und Verkehr ("**IAV Policy**"), for which the *Primary Policy* acted as an insurance drop down and a difference in conditions insurance and contained an accumulation arrangement. *Porsche* maintained its own D&O insurance up to the subsequent complete takeover by VOLKSWAGEN, which had been in run-off since 1 February 2011 ("**Porsche Policy**"). The *International Program Policies*, the excess liability insurance policies to the *Primary Policy*, the *VWFS Policy*, the *IAV Policy* and the *Porsche Policy* are referred to in this Agreement collectively as the "**VW D&O**" (and all of the Insurers of these policies are referred to collectively as the "**VW D&O Insurers**"). The *VW D&O* provides coverage to the persons defined in the insurance policies ("**Insured Persons**") who work or worked for the respective policyholder or other companies covered by the policy according to the insurance terms and conditions (in the *Primary Policy*, *AUDI* and *Porsche* among others), in particular in the event that claims for damages are asserted against *Insured Persons* or official proceedings are initiated against them. The *Insured Persons* include, in particular, former and current board members of the *Companies*.
- (E) For the insurance period from 1 January 2015 to 1 January 2016, the *VW insurance program* comprised the following insurance policies (collectively, the "**2015 Insurance Program**"):
- Primary coverage and various *Local Policies* (integrated limits) with a maximum insured sum of EUR 25 million with Zurich, operating as Zurich Insurance plc German Branch Office prior to its cross-border change of legal form on 2 January 2024 (100%) ("**2015 Primary Coverage**")
  - First excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 25 million) with XL Insurance Company SE, German Regional Office (simultaneously as legal successor of AXA XL) (100%) ("**First Excess Liability Insurance 2015**")
  - Second excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 50 million) with AGCS (100%) ("**Second Excess Liability Insurance 2015**")
  - Third excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 75 million) with AXA XL (100%) ("**Third Excess Liability Insurance 2015**")

- Fourth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 100 million) with *AIG* as lead underwriter (50%) and participation of *HDI* (50%) ("**Fourth Excess Liability Insurance 2015**")
- Fifth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 150 million) with *Liberty* as lead underwriter (40%) and participation of Allied World Assurance Company (Europe) dac (formerly: Allied World Assurance Company (Europe) Ltd. "**AWAC**") (30%), AXA XL (20%) and AGCS (10%) ("**Fifth Excess Liability Insurance 2015**")
- Sixth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 200 million) with *TMHCC* as lead underwriter (50%) and participation of MISG Europe SE, German Branch (formerly: MSIG Insurance Europe AG "**MSIG**") (30%) und CNA Insurance Europe SA ("**CNA**") (20%) ("**Sixth Excess Liability Insurance 2015**")
- Seventh excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 250 million) with *QBE* as lead underwriter (60%), Underwriters at Lloyd's Syndicate 4711 ("**Lloyd's 4711**") (20%) and R+V Allgemeine Versicherung AG ("**R+V**") (20%) ("**Seventh Excess Liability Insurance 2015**")
- Eighth excess liability insurance policy with a maximum insured sum of EUR 150 million (after EUR 300 million) with *Great Lakes* as lead underwriter (16.667%) and participation of RiverStone Insurance (Malta) SE (formerly: ArgoGlobal SE "**RiverStone**") (16.667%), Starr Managing Agents Ltd. for and on behalf of Starr Consortium 9885 ("**Starr**") (13.333%), Underwriters at Lloyd's Syndicate 2987, represented by Brit Syndicates Ltd. ("**Brit**") (10%), Intact Insurance UK Ltd. (formerly: Royal and Sun Alliance Insurance Ltd. "**IntactInsurance**") (10%), ANV Underwriters at Lloyd's Syndicate 1861 ("**ANV / Lloyd's 1861**") (6.667%), Arch Insurance (EU) dac ("**Arch**") (6.667%), AXA XL (6.667%), *TMHCC* (6.667%), Underwriters at Lloyd's Syndicates 0623 and 2623 ("**Lloyd's 0623 and 2623**") (3.333%), and Underwriters at Lloyd's Syndicate 2468 ("**Lloyd's 2468**") (3.333%) ("**Eighth Excess Liability Insurance 2015**")
- Ninth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 450 million) with *AIG* as lead underwriter (50%) and participation of Swiss Re International SE ("**Swiss Re**") (50%) ("**Ninth Excess Liability Insurance 2015**")

The total insured sum of the *2015 Insurance Program* was therefore EUR 500 million. The insured sum in excess of EUR 300 million was only available for board members of *VOLKSWAGEN*.

- (F) As of the 2016 insurance period, the *VW D&O Insurers* excluded coverage for so-called "exhaust emission value manipulations" – with the exception of the response management defined in more detail – under the *VW D&O*.
- (G) For the insurance period from 1 January 2021 to 1 January 2022, the *VW insurance program* comprised the following insurance policies (collectively, the "**2021 Insurance Program**"):
  - Primary coverage with a maximum insured sum of EUR 25 million with *Zurich* (100%) ("**2021 Primary Coverage**")
  - First excess insurance policy with a maximum insured sum of EUR 50 million (after EUR 25 million) with *BERKSHIRE HATHAWAY* (100%) ("**First Excess Liability Insurance 2021**")

- Second excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 75 million) with AXA XL as lead underwriter (60%) and participation of AIG (40%) ("**Second Excess Liability Insurance 2021**")
- Third excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 100 million) with HDI as lead underwriter (30%) and participation of AIG (30%), QBE (20%), Generali Deutschland AG ("**Generali**") (10%), AVN / AmTrust International Underwriters DAC ("**AVN / AmTrust**") (5%) and Navigators / The Hartford Underwriters at Lloyd's Syndicate 1221 ("**Navigators / The Hartford / Lloyd's 1221**") (5%) ("**Third Excess Liability Insurance 2021**")
- Fourth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 150 million) with Liberty as lead underwriter (50%) and participation of Beazley Insurance dac, German Branch Office ("**Beazley**") (30%), Lloyd's Insurance Company S.A. CVS 5337 (10%), as well as AXA XL (10%) ("**Fourth Excess Liability Insurance 2021**")
- Fifth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 200 million) with TMHCC as lead underwriter (50%) and participation of MSIG (30%) and Generali (20%) ("**Fifth Excess Liability Insurance 2021**")
- Sixth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 250 million) with ERGO Versicherung AG as lead underwriter (30%) and participation of Generali (20%), AIG (10%), AVN / AmTrust (10%), Ryan Specialty Group Denmark A/S (10%), Lloyd's Insurance Company S.A. WRB 5340 (10%), Volante Ltd. ("**Volante**") (7.5%) and Aviva Insurance Ltd. ("**Aviva**") (2.5%) ("**Sixth Excess Liability Insurance 2021**")
- Seventh excess liability insurance policy with a maximum insured sum of EUR 100 million (after EUR 300 million) with Great Lakes as lead underwriter (15%) and participation of AGCS (15%), TMHCC (10%), Newline Europe Versicherung AG (10%), Underwriters at Lloyd's Syndicate 5000 (9.5%), Aviva (6.25%), IGI – International General Insurance Ltd. (5.5%), MSIG (5%), R+V (10%), SI Insurance (Europe), SA (5%), UNIQA Österreich Versicherungen AG (5%) and Volante (3.75%) ("**Seventh Excess Liability Insurance 2021**")
- Eighth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 400 million) with Swiss Re as lead underwriter (50%) and participation of Arch Insurance UK Ltd. (20%), AIG (10%), Accredited Insurance (Europe) Ltd., represented by Applied Financial Lines (Vale) (10%) and Beazley (10%) ("**Eighth Excess Liability Insurance 2021**")
- Ninth excess liability insurance policy with a maximum insured sum of EUR 15 million (after EUR 450 million) with Liberty as lead underwriter (66.67%) and participation of AXIS Specialty Europe SE (33.33%) ("**Ninth Excess Liability Insurance 2021**")
- Tenth excess liability insurance policy with a maximum insured sum of EUR 10 million (after EUR 465 million) with CHUBB European Group SE (100%) ("**Tenth Excess Liability Insurance 2021**")
- Eleventh excess liability insurance policy with a maximum insured sum of EUR 5 million (after EUR 475 million) with HDI (100%) ("**Eleventh Excess Liability Insurance 2021**")

The total insured sum of the 2021 Insurance Program was therefore EUR 480 million. However, the insured sum in excess of EUR 300 million was only available for board members of VOLKSWAGEN.

- (H) Based on their investigations, the *Companies* came to the conclusion that the former Chairman of the Board of Management of VOLKSWAGEN Professor Winterkorn, the former member of the Board of Management of VOLKSWAGEN and Chairman of the Board of Management of AUDI Mr Stadler, the former members of the Board of Management of AUDI Professor Hackenberg and Dr Knirsch, as well as the former *Porsche* Executive Board member Mr Hatz had committed violations in connection with the *Diesel Issue*.
- (I) Accordingly, on 26 March 2021, the *Companies* called upon Professor Martin Winterkorn, Mr Rupert Stadler, Professor Ulrich Hackenberg, Dr Stefan Knirsch and Mr Wolfgang Hatz to pay damages in connection with the *Diesel Issue*. Prior to this, in the course of proceedings for protection against dismissal before the courts for labour matters, claims had been asserted against a (former) employee of VOLKSWAGEN Dr Heinz-Jakob Neußer (former member of the so-called Board of Management for the VOLKSWAGEN Passenger Cars brand) (together with Professor Winterkorn, Mr Stadler, Professor Ulrich Hackenberg, Dr Knirsch and Mr Hatz, the "**Persons against whom Claims are Asserted**"), as well as against other (former) employees of the *Companies*.
- (J) The *Companies* are of the opinion that these claims for damages and the underlying facts and circumstances pertain to the *2015 Insurance Program* as well as the *2021 Insurance Program*. The Insurers have argued that coverage could at best exist under the *2015 Insurance Program* and reserved the right to make further arguments.
- (K) The *Companies* have concluded agreements on the liability claims referred to in (H) with all Persons against whom Claims are Asserted ("**Original Liability Settlements**"). Where required, such agreements have been approved by the General Meetings of the respective *Companies*. On 9 June 2021, the *Companies* concluded an agreement with the *Insurers* – excluding BERKSHIRE HATHAWAY – on the coverage claims, with a settlement amount of EUR 270,015,000.00 ("**First Coverage Settlement**"). The General Meetings of the respective *Companies* approved this *First Coverage Settlement*. The *Companies* and BERKSHIRE HATHAWAY eventually concluded a settlement with a settlement amount of EUR 7,700,000.00 on 15 July 2025 ("**BERKSHIRE Coverage Settlement**").
- (L) Even prior to conclusion of the *First Coverage Settlement* on 9 June 2021, *Zurich* and the insurers of the *Local Policies* had already made payments under the *2015 Primary Coverage* for legal defence costs of the *Insured Persons* in connection with some of the proceedings mentioned in (A), among other things in connection with criminal investigations and various proceedings in the US. In performance of section 2.2 of the *First Coverage Settlement*, a part amount of EUR 50 million was transferred from the *2015 Settlement Amounts* within the meaning of section 1.2 of the *First Coverage Settlement* to the *Provisions Account* within the meaning of section 2.1 of the *First Coverage Settlement*. Payments for legal defence costs of the *Insured Persons* in these proceedings were also made from such *Provisions Account*.
- (M) The actions for nullity and avoidance brought against the approval resolutions of the VOLKSWAGEN General Meeting were dismissed at both first and second instance. However, in a last-instance judgment handed down on 30 September 2025, the Federal Court of Justice found in favour of the actions for avoidance to the extent that the Court declared the resolution by which the General Meeting approved the *First Coverage Settlement* null and void. As a result of this judgment, not only the *First Coverage Settlement* became invalid but, owing to its invalidity, also the *BERKSHIRE Coverage Settlement* in accordance with section 5.2 thereof. Unlike the lower courts, the Federal Court of Justice took the view that the notice convening the General Meeting did not sufficiently indicate that the *First Coverage Settlement* also entailed a waiver of potential D&O liability claims against a large number of current and former VOLKSWAGEN board members. In its decision, the Federal Court of Justice did not identify any substantive objections to the *First Coverage Settlement* when reviewing the approval resolutions.

- (N) With respect to the two contested approval resolutions concerning the liability settlements with Professor Winterkorn and Rupert Stadler, the Federal Court of Justice set aside the judgment dismissing the action and remanded the matter to Celle Higher Regional Court for a new hearing and decision. A decision is awaited. The liability settlements with Professor Winterkorn and Mr Stadler remain valid. The issue of whether the *Companies* will conclude new liability settlements with Professor Martin Winterkorn and/or Mr Rupert Stadler remains open. (Such potential new settlements and the *Original Liability Settlements* together the "**Liability Settlements**").
- (O) The *Parties'* intentions with respect to the conclusion of the *First Coverage Settlement*, respectively the *BERKSHIRE Coverage Settlement*, remain unchanged. The *Parties* intend
- while maintaining their respective legal positions,
  - without acknowledging any legal obligation to do so and
  - without prejudice in terms of any legal disputes

to agree upon a provision on the coverage claims which is to be comprehensive and definitive on the matter. Apart from the *Diesel Issue*, the "**Relevant Facts and Circumstances**" to which the legal relationships under insurance law that are regulated in this Coverage Settlement pertain also include other potential manipulations, falsifications or misrepresentations of or pertaining to exhaust emissions, consumption levels or performance values of engines within the *VOLKSWAGEN Group* ("**Exhaust Emission and Consumption Value Manipulations**"). It is immaterial which measures or circumstances are the cause for *Exhaust Emission and Consumption Value Manipulations* (e.g., manipulations of software or hardware) or to whom potential misstatements were made (e.g., authorities, merchants or customers). The term "**Consumption Values**" includes the consumption values of, inter alia, all fuels of a vehicle (e.g., gasoline, diesel, electric energy, oil). The *Relevant Facts and Circumstances* include in particular – but are not limited to – the assertion of claims in connection with damages claims under civil law, criminal investigations, regulatory, official or other proceedings and claims which are introduced, initiated, announced or raised due to *Exhaust Emission and Consumption Value Manipulations* on cars with diesel or petrol engines (regardless of type) and violations of disclosure obligations or accounting provisions in connection with *Exhaust Emission and Consumption Value Manipulations*. The *Relevant Facts and Circumstances* further include potential agreements in violation of antitrust law in connection with the *Diesel Issue* and other *Exhaust Emission and Consumption Value Manipulations* including related investigations, proceedings and assertions of claims.

Against this background, the *Parties* now enter into a further coverage settlement which – taken as a whole and in terms of content – reaffirms as far as possible both the *First Coverage Settlement* and the *BERKSHIRE Coverage Settlement* as a new agreement and, to this end, agree as follows:

## 1. Payment obligations of the Insurers

- 1.1 In order to settle the *Relevant Facts and Circumstances*, the *Insurers* shall, in accordance with the following provisions, pay a total amount of EUR 277,715,000 minus the payments already made (see paragraph (L) of the Preamble) and the insurance payments that are still to be made to *VOLKSWAGEN*, *AUDI* and *Porsche* pursuant to section 2 into an account to be designated by *VOLKSWAGEN*. Upon this Settlement taking effect pursuant to section 6.1, the payment by the respective *Insurer* shall be effected by way of setoff against the respective entitlement to restitution under section 7.2 of the *First Coverage Settlement*, respectively section 5.2 of the *BERKSHIRE Coverage Settlement*. The declarations required for the setoff are hereby already made, subject to the condition

precedent of this Settlement taking effect pursuant to section 6.1. Of the settlement amounts, VOLKSWAGEN shall – to the extent this has not already been done – pass on a share of 34.18% to AUDI and a share of 14.5% to Porsche.

- 1.2 The *Insurers* of the *2015 Insurance Program* shall each bear, as individual debtors of the total settlement amount under the *2015 Insurance Program* of EUR 261,890,000.00, in accordance with the percentage of their respective participation in the *Primary Policy* and/or the excess liability policies of the *2015 Insurance Program* (cf. paragraph (D) of the Preamble), the following amounts (the respective share of the *Insurer* hereinafter referred to as the “**2015 Settlement Amount**”) unless specified otherwise as follows:
  - a) *2015 Primary Coverage*: EUR 25,000,000.00
  - b) *First Excess Liability Insurance 2015*: EUR 22,000,000.00
  - c) *Second Excess Liability Insurance 2015*: EUR 21,750,000.00
  - d) *Third Excess Liability Insurance 2015*: EUR 20,525,000.00
  - e) *Fourth Excess Liability Insurance 2015*: EUR 35,000,000.00
  - f) *Fifth Excess Liability Insurance 2015*: EUR 32,500,000.00
  - g) *Sixth Excess Liability Insurance 2015*: EUR 23,000,000.00, of which EUR 12,500,000.00 are to be borne by TMHCC, EUR 7,500,000.00 by MSIG and EUR 3,000,000.00 by CNA, each as individual debtors
  - h) *Seventh Excess Liability Insurance 2015*: EUR 25,500,000.00
  - i) *Eighth Excess Liability Insurance 2015*: EUR 45,615,000.00
  - j) *Ninth Excess Liability Insurance 2015*: EUR 11,000,000.00
- 1.3 The *Insurers* of the *2021 Insurance Program* shall each bear, as individual debtors of the total settlement amount under the *2021 Insurance Program* in the amount of EUR 15,825,000.00, in accordance with the percentage of their respective participation in the *Primary Policy* and/or the excess liability policies of the *2021 Insurance Program* (cf. (F) of the Preamble), the following amounts (the respective share of the *Insurer* hereinafter referred to as the “**2021 Settlement Amount**”):
  - a) *2021 Primary Coverage*: EUR 3,500,000.00
  - b) *First Excess Liability Insurance 2021*: EUR 7,700,000.00
  - c) *Second Excess Liability Insurance 2021*: EUR 1,625,000.00
  - d) *Third Excess Liability Insurance 2021*: EUR 3,000,000.00
- 1.4 The payments to be made by the *Insurers* as individual debtors are enumerated in the **Annex** to this agreement.
- 1.5 The Parties unanimously assume that the settlement amounts involve genuine damages payments and consequently no VAT is to be charged on the payments to be rendered by the *Insurers*. Any legal risk with regard to the VAT shall be borne by the *Companies*. For the *Insurers*, the payment of the aforementioned settlement amounts shall also be conclusive in this regard. However, they shall, within reasonable limits, provide the

*Companies* with any information and documents which are relevant for an examination of the consequences under tax law or where their presentation to the tax authorities would be necessary or expedient.

#### 1.6 Each *Insurer*

- a) undertakes, including with effect for the benefit of the *Companies*, not to assert its entitlements to restitution under section 7.2 of the *First Coverage Settlement*, or, in the case of *BERKSHIRE HATHAWAY*, under section 5.2 of the *BERKSHIRE Coverage Settlement*, until either the deadline pursuant to section 6.1 has expired or the setoff pursuant to section 1.1 of this Coverage Settlement has taken effect ("**Standstill**");
- b) undertakes, including with effect for the benefit of the *Companies*, not to claim default interest or any other default damages for the period of the Standstill;
- c) waives any claims within the meaning of (b) upon the Coverage Settlement taking effect, and
- d) unilaterally warrants that it has not already assigned, pledged or otherwise disposed of the entitlements to restitution by which setoff is to occur under section 1.1 or of any entitlements that it waives under this Coverage Settlement and will not dispose of them in the period until the Coverage Settlement takes effect pursuant to section 6.1.

## 2. Provisions for future insurance payments

- 2.1 In accordance with section 2.1 of the *First Coverage Settlement*, *Zurich*, as the primary *VW D&O* insurer, has opened a separate bank account ("**Provisions Account**"), which is administered for *VOLKSWAGEN* in trust. *Zurich* has administered the *Provisions Account* in accordance with the terms of the *First Coverage Settlement* since such *First Coverage Settlement* took effect. As of 30 September 2025, of the EUR 50 million paid into the *Provisions Account* in accordance with the terms of the *First Coverage Settlement*, a sum of EUR 13,613,399.99 had been used up ("**Difference**"). The *Parties* hereby clarify that no further payments into the *Provisions Account* are owed. The terms governing the administration of the *Provisions Account* shall continue to apply in accordance with the following provisions:
- 2.2 The *Provisions Account* shall continue to be maintained by *Zurich*. Insurance payments under the *VW D&O* have already previously been rendered for the *Relevant Facts and Circumstances* from the *Provisions Account* and such payments shall continue to be rendered in the same manner in future, provided that an *Insured Person* can still demand defence coverage and/or indemnification against liability claims from the *VW D&O Insurers*, even in consideration of the *Liability Settlements* and this Coverage Settlement, or this is the subject of a dispute. Payments from the *Provisions Account* shall expressly not be rendered on coverage claims of the insured companies.
- 2.3 Insurance payments under section 2.1 shall only be granted subject to the contractual provisions of the *VW D&O* for the respective relevant insurance period and the statutory provisions. *Zurich* shall be entitled to settle claims of *Insured Persons* arising from or in connection with the *Relevant Facts and Circumstances* out of the *Provisions Account* if the claims are substantiated in its view or, in case of dispute, if an amicable agreement or another favourable solution can be achieved.
- 2.4 The administrative costs, including expenses incurred by *Zurich* for services rendered by third parties, expenses for the defence against unjustified claims to coverage and an appropriate remuneration for the settlement services, shall be charged to the *Provisions Account*. Should claims be made against other *VW D&O Insurers* on the grounds of the

*Relevant Facts and Circumstances*, they will refer the claimant to *Zurich*; in the case of a dispute in court, their expenses are to be charged to the *Provisions Account* as well. In carrying out the settlement, *Zurich* shall act with the same care that it customarily exercises in its own affairs as an insurer. At the same time, *Zurich* shall bear liability for financial losses within the scope of liability based on fault only in cases of intent. This shall also apply with regard to breaches of duty by persons whose fault *Zurich* must allow to be attributed to it under the statutory provisions and in favour of such persons.

- 2.5 Should *Insured Persons* – regardless of the basis in law – be obliged to make refunds of insurance payments they received from the *Provisions Account*, these shall be paid into the *Provisions Account*. Should the *Provisions Account* already be dissolved pursuant to section 2.6, the payments shall be made into the account to be designated by *VOLKSWAGEN*. Section 1.1, last sentence shall apply *mutatis mutandis*.
- 2.6 The accounting of the *Provisions Account*, in particular of the insurance payments made from it, expenses and remunerations, shall be carried out by *Zurich* within four weeks after the end of each calendar half-year. *Zurich* shall provide *VOLKSWAGEN* with the accounting of its own accord. The accounting shall be carried out for the last time on 31 December of the year
- a) in which the *Provisions Account* no longer has a credit balance or
  - b) in which the last pending claims known and notified to *Zurich* or ongoing proceedings in connection with the *Relevant Facts and Circumstances* are decided with final and binding effect or the dispute has been otherwise resolved,
- but no later than 31 December 2027. The credit balance on the *Provisions Account* shall be paid out to *VOLKSWAGEN* within one month after this final accounting into the account to be designated by *VOLKSWAGEN*. Section 1.1 shall apply *mutatis mutandis*.
- 2.7 *Zurich* has the right to inform the *Insurers* on the current status of the payments made. *Zurich* is obliged to likewise inform the *Insurers* upon request.
- 2.8 The *Companies* and the *First Excess Liability Insurance 2015* acknowledge that the management of the *Provisions Account* thus far and the resulting *Difference* were in compliance with the provisions of the *First Coverage Settlement*. However, this shall not affect any liability for intentional conduct.
- 2.9 Prior to the signing of this Coverage Settlement, the following provisions were agreed for the period between when the judgment was pronounced on 30 September 2025 and when the Standstill pursuant to section 1.6 took effect ("**Temporary Standstill**"):
- a) *Zurich* undertakes to continue the *Provisions Account* in accordance with sections 2.3 to 2.7 of the *First Coverage Settlement* and to handle the settlement of claims from this *Provisions Account*;
  - b) *AGCS*, *AXA XL* and *VOLKSWAGEN* consent to this continuation and the ongoing settlement of claims;
  - c) each *Insurer* undertakes, including with effect for the benefit of the *Companies*,
    - aa) not to assert its entitlements to restitution under section 7.2 of the *First Coverage Settlement* or, in the case of *BERKSHIRE HATHAWAY*, under section 5.2 of the *BERKSHIRE Coverage Settlement*, until the *Standstill* pursuant to section 1.6 has taken effect;
    - bb) not to claim default interest or any other default damages for the period of the *Temporary Standstill*;

This *Temporary Standstill* shall apply until 14 March 2026.

### 3. Effect of being satisfied and settled

- 3.1 The *Parties* agree that, with the fulfilment of the conditions precedent pursuant to section 6.1 of this Agreement and payment in full of the respective settlement amounts to be paid by the individual *Insurers* pursuant to section 1 of this Coverage Settlement,
- a) all coverage claims of *Insured Persons* as well as of the *Companies* and other insured undertakings for insured events and facts and circumstances based on or in connection with the *Relevant Facts and Circumstances*, irrespective of under which policy of which policyholder the claims fall or which insurance period they relate to; and
  - b) all coverage claims of *Insured Persons* as well as of the *Companies* and other insured undertakings for insured events that occurred in the *2015 insurance period* or are to be allocated to this period for reasons pertaining to insurance contract law,

shall be deemed satisfied and settled vis-à-vis the *VW D&O Insurers* insofar as the *Parties* are authorised to dispose of the coverage claims in accordance with the contractual provisions and the German Insurance Contract Act.

At the same time, the *Companies* undertake to never or no longer assert potential coverage claims in or out of court. The *Companies* shall – to the extent legally permissible – also ensure and work towards ensuring that other *VOLKSWAGEN Group companies* likewise will not (or will no longer) assert, assign or otherwise transfer such claims against *VW D&O Insurers*.

- 3.2 The effect of being satisfied and settled pursuant to section 3.1 shall apply irrespective of whether this involves current or future, known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation; in particular, the *Parties* agree that no further claims can be asserted against the *VW D&O Insurers* under the *VW D&O* on the basis of or in connection with the *Relevant Facts and Circumstances*. The effect of being satisfied and settled pursuant to section 3.1 shall apply to the *VW D&O Insurers* not involved in this Coverage Settlement in the sense of a genuine contract for the benefit of third parties.
- 3.3 The payments to be made by the individual *Insurers* pursuant to sections 1.1 and 1.3 falling under the *2021 insurance period* shall be set off against the insured sum under the respective insurance policy from the *2021 insurance period*. Beyond that, the payments made by the *Insurers* of the *2021 insurance period* pursuant to sections 1.1 and 1.3 shall completely exhaust the insured sums of the *2021 Primary Coverage* and the subsequent excess liability insurances of the *2021 Insurance Program* for all facts and circumstances and claims based on or in connection with the *Relevant Facts and Circumstances*.
- 3.4 The effect of being settled pursuant to sections 3.1 to 3.3 shall apply to the benefit of the *Insurers* which have paid their respective settlement amounts pursuant to section 1 of this Coverage Settlement in full, irrespective of whether other *Insurers* have also paid their settlement amounts. In relation to the *VW D&O Insurers* which, according to this Settlement Agreement, do not have to pay a settlement amount under the *2021 insurance period*, the effect of being settled pursuant to sections 3.1 to 3.3 shall apply once the conditions precedent in section 6.1 are met.
- 3.5 Section 2 shall remain unaffected by the effect of being satisfied and settled pursuant to sections 3.1 to 3.3 above. Claims of *Insured Persons* to insurance payments in accordance with the pertinent insurance terms and conditions of the *VW D&O* against *VW D&O Insurers* for proceedings and claims asserted in connection with the *Relevant Facts and Circumstances* shall be settled by the *VW D&O Insurers* in accordance with section 2 via the *Provisions Account* or – if the *Provisions Account* has been exhausted – shall

be paid by the VW D&O Insurers after indemnification by VOLKSWAGEN in the context of the provisions of section 4. The Parties agree that this Coverage Settlement and the Liability Settlements do not restrict the insurance cover under section 3.3.4 of the insurance terms and conditions for the primary coverage due to the settlement of liability claims. For the avoidance of doubt, the Parties state that the counter-exception provided for in this section 3.5 shall not apply to any coverage claims by insured Companies.

- 3.6 With the fulfilment of the conditions precedent pursuant to section 6.1 of this Agreement and payment of the settlement amount in accordance with section 1 of this Agreement, the Companies undertake to never or no longer assert in or out of court claims against current or former members of the Boards of Management of the Companies ("**Board of Management Members**") based on or in connection with the *Relevant Facts and Circumstances*. This is a genuine contract for the benefit of third parties for the benefit of the *Board of Management Members* that can no longer be amended without the consent of the beneficiary (section 328(2) German Civil Code) and which applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation.

The Companies warrant that they have not assigned such claims and undertake not to make any such assignments or otherwise transfer claims.

The Companies shall – to the extent legally permissible – ensure and work towards ensuring that other VOLKSWAGEN GROUP companies likewise will not (or will no longer) assert, assign or otherwise transfer such claims against *Board of Management Members*.

- 3.7 With the fulfilment of the conditions precedent pursuant to section 6.1 of this Agreement and payment of the settlement amount in accordance with section 1 of this Agreement, the Companies undertake to never or no longer assert in or out of court claims against any other *Insured Persons* based on or in connection with the *Relevant Facts and Circumstances*. This is a genuine contract for the benefit of third parties for the benefit of the *Insured Persons* that can no longer be amended without the consent of the beneficiary (section 328(2) German Civil Code) and which applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation.

The Companies warrant that they have not assigned such claims and undertake not to make any such assignments or otherwise transfer claims.

The Companies shall – to the extent legally permissible – ensure and work towards ensuring that other VOLKSWAGEN GROUP companies likewise will not (or will no longer) assert, assign or otherwise transfer such claims against *Insured Persons*.

- 3.8 Pursuant to section 93(4), sentence 3 German Stock Corporation Act, a waiver of liability claims against (former) board members cannot be made if less than three years have elapsed since they arose. The provisions in section 3.6 and 3.7 as well as section 3.10 shall not apply to claims against board members in respect of which the three-year period in section 93(4), sentence 3 had not yet expired at the time the First Coverage Settlement was concluded on 9 June 2021.

- 3.9 In all other respects, the settlement agreed upon in sections 3.6 and 3.7 for claims of the Companies due to or in connection with the *Diesel Issue* shall apply comprehensively, to the extent the claims arose by 9 June 2021. Moreover, the settlement shall not apply for other claims of the Companies due to or in connection with the *Relevant Facts and Circumstances* insofar as it is ascertained that insurance protection does not exist for such claims under the VW D&O, regardless of which insurance period is involved; the burden of proof for this shall be borne by the Companies.

3.10 With regard to the *Persons against whom Claims are Asserted*, the stipulations in sections and shall not apply, but rather those in the *Liability Settlements* entered into with these persons. If they have not concluded a *Liability Settlement* or such settlement becomes invalid or is declared void, which is possible based on the actions for nullity and avoidance – pending at Celle Higher Regional Court – against the approval resolutions for the *Liability Settlements* with Dr Winterkorn and Mr Stadler adopted by the General Meeting on 22 July 2021 under agenda item 10, the *Companies* may, in derogation of sections 3.6 and 3.7, continue to bring actions against the *Persons against whom Claims are Asserted*, but only for that part of the claim which would remain had the *Insurers* also spent the difference between the settlement amounts pursuant to section 1 and the maximum insurance sums for the *2015 insurance period* and the *2021 insurance period* for insurance payments. With regard to the remaining part, the *Companies* undertake to never or no longer assert claims against the *Persons against whom Claims are Asserted* due to or in connection with the *Relevant Facts and Circumstances* in or out of court. This is a genuine contract for the benefit of third parties for the benefit of the *Persons against whom Claims are Asserted*, which applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation. However, the two preceding sentences shall not apply insofar as the *Persons against whom Claims are Asserted* would not have been insured for reasons other than the exhaustion of the insured sum. This shall not affect the provisions in section 4.

#### 4. Indemnifications

- 4.1 Should, based on or in connection with the *Relevant Facts and Circumstances*, claims be asserted against one or more *VW D&O Insurers*, *VOLKSWAGEN*, foregoing the right to set-off and the right of retention, shall indemnify the *VW D&O Insurers*, inter alia,
- a) against all claims to insurance payments, especially indemnification claims under liability insurance law and claims to the assumption of the costs of legal protection of *Insured Persons*; and
  - b) against associated necessary judicial and extrajudicial costs, including the *Insurers'* own costs up to a reasonable amount, especially lawyers' fees for the review and/or defence of claims to insurance payments. The costs shall be considered necessary and reasonable if they are in line with previous regulatory practice; and
  - c) against default interest and interest accruing from the date of the proceedings becoming pending on coverage claims; and
  - d) against the costs of providing security or similar expenses caused by the *Insurers* in defending against coverage claims in court in order to prevent the enforcement of a court ruling.

For the avoidance of doubt, the *Parties* agree that *VOLKSWAGEN's* indemnification obligation shall exist in particular for claims to insurance payments that have not been satisfied and settled vis-à-vis the persons entitled to the claims or third parties pursuant to sections 3.1 to 3.3 of this Agreement because the *Parties* are not authorised to dispose of the claims under the contractual provisions or the German Insurance Contracts Act or because the *Parties* could not agree or have not agreed on satisfaction and settlement with effect vis-à-vis the persons entitled to the claims or third parties for other reasons. Insofar as *VW D&O Insurers* are not party to this Agreement, this is a genuine contract for the benefit of third parties for the benefit of these *VW D&O Insurers* which applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation.

- 4.2 The indemnification obligation pursuant to section 4.1 shall, with regard to the *2015 Insurance Program 2015*, extend to such claims against one or several *VW D&O Insurers* which are not related to the *Relevant Facts and Circumstances*.
- 4.3 The indemnification obligation pursuant to section 4.1 shall not apply
- a) insofar as the coverage claims can be settled via a remaining credit balance in the *Provisions Account* pursuant to section 2; or
  - b) if the *Insured Person* against whom claims are asserted
    - aa) acknowledges corresponding claims for damages with the explicit consent of the *Insurers*,
    - bb) reaches a settlement in respect of these with the explicit consent of the *Insurers* or
    - cc) allows existing defence options to finally and conclusively expire without being used, with the explicit consent of the *Insurers*,

without *VOLKSWAGEN* having explicitly consented to such a course of action. *VOLKSWAGEN* shall be deemed to have given its consent if it does not explicitly object to a corresponding inquiry from the *Insurers* within two weeks. Irrespective of this, *VOLKSWAGEN*'s indemnification obligation shall continue to exist if the *Insurers* are obliged to provide coverage. The *Insurers* shall bear the burden of proof in this regard.

- 4.4 The indemnification obligation shall moreover not apply if the *VW D&O Insurers* acknowledge corresponding coverage claims without *VOLKSWAGEN*'s prior explicit consent, reach a settlement in respect of these or knowingly allow defence options of which they are aware to finally and conclusively expire without being used, unless the *VW D&O Insurers* had in particular to issue an acknowledgment or were otherwise obliged to take one of the above actions based on the applicable insurance terms and conditions or statutory provisions. Section 4.3(b), sentence 2 shall apply *mutatis mutandis*.
- 4.5 Insofar as insurance payments are to be repaid by the *Insured Persons*, the *VW D&O Insurers* shall forward these amounts to *VOLKSWAGEN*, *AUDI* and *Porsche* into the account to be designated by *VOLKSWAGEN* without undue delay after repayment by the *Insured Persons*. Section 1.1, last sentence shall apply *mutatis mutandis*.
- 4.6 The limitation period for an indemnification claim shall start to run at the earliest on the assertion of the respective claim against the *Insurers*. The statutory provisions on the expiry of the limitation period shall otherwise apply.
- 4.7 *AUDI* and *Porsche* shall indemnify *VOLKSWAGEN* to the extent that the underlying facts and circumstances relate to the respective *Company*. The *Companies* shall not be jointly and severally liable in this regard.

## **5. Claims for recourse and compensation, recovery claims**

- 5.1 The *Insurers* shall not assert any claims for recourse or compensation on account of payments made by them based on their own rights or rights transferred by statutory subrogation, in particular based on section 86 German Insurance Contracts Act, against the *Companies*, *Insured Persons* or third parties. The *Insurers* shall, at *VOLKSWAGEN*'s request, assign such claims to one of the *Companies* or a third party. The transferee shall be designated by *VOLKSWAGEN*.

- 5.2 Insofar as the prerequisites for this laid down in the insurance policies and by law have been met, *VOLKSWAGEN* may request that the *Insurers* which are entitled to the claims in question at the time of such request assert recovery claims against *Insured Persons* on account of payments from the *Provisions Account* (section 2.5) or payments made by the *Insurers* in respect of which *VOLKSWAGEN* was obliged to issue an indemnification pursuant to section 4.1. The *Insurers* may request that *VOLKSWAGEN* reimburse all expenses, including internal costs up to a reasonable amount, incurred by them in connection with the request.

For the avoidance of doubt, the *Parties* state that this does not apply to payments the recovery of which has been waived by the *Insurers* or to amounts paid to the *Companies* pursuant to section 1.

## 6. Entry into effect

- 6.1 The entry into effect of the Coverage Settlement, with the exception of the obligation laid down in section 1.6(a), (b) and (d), is subject to the conditions precedent
- a) that the General Meetings of the *Companies* approve the Coverage Settlement and
  - b) that there is no objection, recorded in the minutes, to the resolution by a minority, the aggregate of whose shares is at least equivalent to one tenth of the share capital of the respective *Company*.

The conditions precedent shall be deemed to have definitively ceased to apply should they not have been fulfilled by 31 December 2026.

- 6.2 Should nullity actions pursuant to section 249 German Stock Corporation Act and/or actions for avoidance pursuant to section 246 German Stock Corporation Act be filed against one or more of the resolutions within the meaning of section 6.1, this shall not affect the processing of the Coverage Settlement until final and binding judgments have been rendered in favour of the plaintiffs, unless mandatory legal provisions stipulate otherwise. Should a final and binding judgment be rendered in favour of the plaintiff in such an action, the *Parties* must return the payments made to one another with the exclusion of the pleas arising from sections 814, 818(3) German Civil Code and the right to set-off and the right of retention.

- 6.3 The entry into effect of this Coverage Settlement does not depend on the conclusion and entry into effect of the *Liability Settlements* with the *Persons against whom Claims are Asserted*. The conditions laid down in sections 3.1 and 3.10 for the effect of being satisfied to arise vis-à-vis the *Persons against whom Claims are Asserted* shall not be affected by this.

- 6.4 The *Parties* further agree the following with regard to the entry into effect of this Coverage Settlement:

- a) The *Companies* have instructed and authorised Gleiss Lutz to receive and make all notifications and declarations in connection with this Settlement Agreement. In the same way, the *Insurers* instruct and authorise DLA Piper. The other *Parties* must be informed of any amendment to these notification and declaration authorisations two weeks in advance.
- b) Each *Party* shall send the following to Gleiss Lutz:
  - aa) by e-mail in advance: a scanned copy of the Coverage Settlement signed by it and initialled by it on each page;
  - bb) by post or by courier: 21 original copies of the full Coverage Settlement, initialled on each page, including the signature pages signed by hand.

- c) The *Parties* irrevocably authorise Gleiss Lutz to put the original copies of the signature pages together with one original copy of the Settlement Agreement in each case and to send these to the *Parties*. Accordingly, the *Parties* irrevocably authorise Gleiss Lutz to put the scans sent by e-mail in advance together to form an electronic document.

6.5 This Settlement shall already enter into effect if Gleiss Lutz has sent the electronic document created in accordance with the above provision to DLA Piper by e-mail. The written form requirement pursuant to section 8.2 shall not apply in this regard.

#### **7. Costs incurred in connection with the conclusion of this Agreement**

Each *Party* shall bear the costs incurred and yet to be incurred by it in connection with the preparation and implementation of this Coverage Settlement itself.

#### **8. Miscellaneous**

8.1 There are no side agreements to this Coverage Settlement.

8.2 Unless a different form is stipulated by mandatory law or this Coverage Settlement,

- a) amendments to this Coverage Settlement must be in written form within the meaning of section 126 German Civil Code excluding section 127(2) German Civil Code;
- b) text form within the meaning of section 126b German Civil Code shall suffice for other notifications, requests, objections or other declarations.

8.3 VOLKSWAGEN irrevocably instructs and authorises Volkswagen Insurance Brokers GmbH to make as well as to receive declarations pursuant to sections 4.4 and 4.5.

8.4 All disputes arising out of or in connection with this Coverage Settlement are subject to German law, excluding the conflict of laws provisions.

8.5 All disputes arising out of or in connection with this Coverage Settlement or pertaining to its validity are to be finally decided upon under the Arbitration Rules of the German Arbitration Institute (DIS), excluding the right to bring suit before a state court.

- a) The arbitral tribunal shall consist of three arbitrators.
- b) The place of arbitration shall be Frankfurt am Main.
- c) The proceedings shall be conducted in German.

8.6 Should a provision of this Coverage Settlement be or become invalid or unenforceable in whole or in part, or should there prove to be an omission when this Coverage Settlement is implemented, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or the omission remedied by a reasonable and legally permissible provision that comes closest in economic terms to what the *Parties* wanted or would have wanted had they considered the invalidity or unenforceability or the omission.

## Annex

Excess Liab. Ins.	Insurer	2015 Settlement Amount (EUR)
0	Zurich*	25,000,000.00
1	AXA XL*	22,000,000.00
2	AGCS*	21,750,000.00
3	AXA XL*	20,525,000.00
4	AIG	17,500,000.00
4	HDI	17,500,000.00
5	Liberty	13,000,000.00
5	AWAC	9,750,000.00
5	AXA XL	6,500,000.00
5	AGCS	3,250,000.00
6	TMHCC	12,500,000.00
6	MSIG	7,500,000.00
6	CNA	3,000,000.00
7	QBE	15,300,000.00
7	Lloyd's 4711	5,100,000.00
7	R+V	5,100,000.00
8	RiverStone	7,602,500.00
8	Great Lakes	7,602,500.00
8	Starr	6,082,000.00
8	Brit	4,561,500.00
8	IntactInsurance	4,561,500.00
8	ANV / Lloyd's 1861	3,041,000.00
8	Arch	3,041,000.00
8	AXA XL	3,041,000.00
8	TMHCC	3,041,000.00
8	Lloyd's 0623 and 2623	1,520,500.00
8	Lloyd's 2468	1,520,500.00
9	AIG	5,500,000.00
9	SwissRe	5,500,000.00
	<b>Total</b>	<b>261,890,000.00</b>

Excess Liab. Ins.	Insurer	2021 Settlement Amount (EUR)
0	Zurich	3,500,000.00
1	Berkshire Hathaway	7,700,000.00
2	AXA XL	975,000.00
2	AIG	650,000.00
3	AIG	900,000.00
3	HDI	900,000.00
3	QBE	600,000.00
3	Generali	300,000.00
3	ANV / AmTrust	150,000.00
3	Navigators / The Hartford / Lloyd's 1221	150,000.00
	<b>Total</b>	<b>15,825,000.00</b>

\* Minus the amounts already paid in accordance with paragraph (L) of the preamble.

## b) Report of the Supervisory Board and the Executive Board on agenda item 9

### A. Introduction

Under agenda item 9, the Supervisory Board and the Executive Board propose that the General Meeting approves the coverage settlement dated 10 March 2026, between Volkswagen AG ("**Volkswagen**"), AUDI AG ("**AUDI**") and Dr. Ing. h.c. F. Porsche AG ("**Porsche**"; Volkswagen, AUDI and Porsche together also referred to as the "**Companies**") on the one hand and D&O insurers of Volkswagen on the other hand ("**Coverage Settlement 2026**").

This report sets out and explains in detail the key background information, contents as well as the considerations of the Supervisory Board and Executive Board regarding the resolution proposed under agenda item 9.

### B. Background to the Coverage Settlement 2026

#### I. The diesel issue

##### 1. Overview

In the context at hand, the so-called "diesel issue" concerns the development, the installation, the distribution and other use of certain software functions in the engine control unit of diesel engines (among others EA189 and EA288 as well as various V-TDI engines) that led to deviations between the exhaust emissions during dynamometer operation and road use and all facts and circumstances related thereto. In the context at hand, the term also covers the clarification, review and analysis of the issue at Volkswagen, AUDI and Porsche following the publication of the notice of violation by the U.S. Environmental Protection Agency ("**EPA**") on 18 September 2015.

With this notice of violation addressed to Volkswagen, Volkswagen Group of America, Inc. and AUDI, the EPA publicly announced that irregularities in nitrogen oxide (NOx) emissions had been detected during exhaust emission tests on certain vehicles from the 2009 to 2015 model years fitted with 2.0-litre diesel engines (EA189 and EA288) of the Volkswagen Group in the U.S. Porsche did not use any of the engines in question and was therefore not an addressee of this first notice of violation.

Subsequently, official investigations and internal audits within the Volkswagen Group identified software functions that were classified by the authorities as unlawful defeat devices, auxiliary emission control devices ("**AECDs**") subject to notification requirements or unlawful defeat mechanisms.

On 2 November 2015, the EPA addressed another notice of violation to Volkswagen, Volkswagen Group of America, Inc., AUDI, Porsche and Porsche Cars North America, Inc., announcing that irregularities had been identified in the software of AUDI, Volkswagen and Porsche vehicles equipped with 3.0-litre V6 TDI diesel engines which under U.S. law had been classified as AECDs subject to notification requirements or as unlawful defeat devices. The affected 3.0-litre V6 TDI engine for the North American market ("**NAR**") had been developed by AUDI and was being used in vehicles of the AUDI, Volkswagen and Porsche brands.

Following the notice of violation dated 2 November 2015, the Federal Motor Transport Authority (*Kraftfahrt-Bundesamt* – "**KBA**") also carried out investigations into the 3.0-litre V6 and 4.2-litre V8 TDI engines developed by AUDI for the European markets. In the following years, the KBA issued various regulatory notices against Volkswagen, AUDI and Porsche in which it classified certain software functions in various vehicles with different V-TDI engines as unlawful defeat mechanisms.

Against this background, Porsche was also affected by the diesel issue, even though Porsche at no time developed or manufactured diesel engines itself but rather sourced such engines from other entities within the Volkswagen Group.

## **2. Use of diesel engines at Porsche**

For a long time, Porsche only manufactured sports cars with petrol engines. Even the sports utility vehicles (“SUVs”), which were introduced later, were initially offered exclusively with petrol engines.

It was only when the decision was taken to also use diesel engines in certain model ranges – in particular in SUVs and saloons – that Porsche approached other companies within the Volkswagen Group to source suitable engines. In 2007, Porsche commissioned Volkswagen and AUDI (or a subsidiary of AUDI) for the first time to develop, manufacture and deliver V6 and V8 TDI engines that were already being used in AUDI and Volkswagen vehicles for use in Porsche vehicles.

Responsibility for developing the associated engine control unit software lay with the relevant technical departments at AUDI and/or Volkswagen.

The software functions developed by AUDI for the 3.0-litre V6 TDI engines to control the exhaust emission treatment system formed the technical basis for the diesel engines used in Porsche vehicles. This applies in particular to the control of selective catalytic reduction (“SCR”) using AdBlue injections to reduce nitrogen oxides (NOx), software-based functions for temperature conditioning of the exhaust emission treatment system and other emission strategies programmed into the engine control unit software.

The basic data used in this context for the engine control unit software was essentially taken over from previously developed AUDI and Volkswagen projects and subsequently merely adjusted to the vehicle- and model-specific features and requirements of the Porsche vehicles (application of the engine control unit software). According to the later findings by the U.S. authorities and the KBA, the basic data contained software settings that, in the opinion of these authorities, were to be classified as defeat devices or unlawful defeat mechanisms or AECDs subject to notification requirements.

## **3. Official proceedings and notices relating to Porsche vehicles**

Porsche was not affected by the notice of violation dated 18 September 2015, because this notice of violation related to engine types not installed in Porsche vehicles. In contrast, however, the notice of violation dated 2 November 2015, dealt with the 3.0-litre V6 TDI engine for the NAR market, which was also used in Porsche vehicles. Accordingly, the notice of violation dated 2 November 2015, was directed, inter alia, against Porsche and Porsche Cars North America, Inc.

Following the publication of the notice of violation dated 2 November 2015, Porsche decided to voluntarily halt sales of the roughly 11,500 vehicles with 3.0-litre V6 diesel engines in the NAR market. The sales halt remained in place until the U.S. authorities approved a software update in October 2017 (see below).

In the European market, following the notice of violation dated 2 November 2015, the KBA raised questions regarding the 3.0-litre V6 and 4.2-litre V8 TDI engines developed and manufactured by AUDI for the European markets. Between 2017 and 2019, the KBA issued several regulatory notices against Volkswagen, AUDI and Porsche in which it found that various vehicles with V-TDI engines contained, in the opinion of the KBA, unlawful defeat mechanisms in the engine control unit software and ordered corresponding recall and retrofitting measures.

In addition to the KBA proceedings, U.S. authorities and courts took further steps against Porsche following the notice of violation dated 2 November 2015. In January 2016, the U.S. Department of Justice, on behalf of the EPA, initiated an action against Porsche, among others. Moreover, in the course of 2016, class actions were initiated, in particular by customers, dealers and investors. In addition, various U.S. authorities and institutions – including the Department of Justice, individual state attorneys general, the Federal Trade Commission and the Customs and Border Protection Agency – initiated proceedings. Porsche co-operated with all of the parties involved to clarify the facts and circumstances.

In January 2017, the U.S. Department of Justice published a settlement agreement with the Volkswagen Group. For Porsche, the measures provided for therein were limited to civil penalties; Volkswagen indemnified Porsche against fines. In addition, in April 2017, Porsche entered into the Third Partial Consent Decree ("**3PCD**") with the U.S. Department of Justice and, in July 2017, into a comparable agreement with the District Court for the Northern District of California ("**California PCD**"). Therein, Porsche undertook to implement and provide evidence of meeting certain conditions relating to organisation, processes, employees and sustainability. These conditions essentially corresponded to the packages of measures under the so-called remediation plan, which had already taken effect as of 1 January 2017, aimed at improving the organisation and processes in Porsche's research and development division.

In October 2017, the U.S. authorities approved the software update for around 38,000 U.S. vehicles with 3.0-litre V6 TDI "Generation 2.1" and "Generation 2.2" engines for adjusting emissions (emissions compliant repair, ECR) that had been submitted by the Volkswagen Group for review. On this basis, the recall of around 11,500 U.S. Porsche Cayenne V6 diesel vehicles started in November 2017. The required software update was carried out in the 2018 financial year; the recall quota specified in the agreements with the U.S. authorities was exceeded.

In September 2022, after Porsche had met all required conditions, the 3PCD and the California PCD were lifted by the court.

In the course of the official proceedings, Porsche co-operated with the competent authorities and worked closely with the responsible departments within the Volkswagen Group to remedy the technologies identified and classified as unlawful by the authorities, to develop and implement software updates and implement the measures ordered by the authorities.

At the beginning of 2019, the Stuttgart public prosecutor's office (*Staatsanwaltschaft*) initiated regulatory offence proceedings (*Ordnungswidrigkeitenverfahren*) under the *Ordnungswidrigkeitengesetz* (German Act on Regulatory Offences). These proceedings were concluded in May 2019 with an administrative order imposing a fine (*Bußgeldbescheid*) being issued. This administrative order imposing a fine was based on a negligent (*fahrlässig*) breach of supervisory duty in the "Overall Vehicle Development/Quality - Testing Facility" (*Prüffeld Entwicklung Gesamtfahrzeug/Qualität*) organisational unit and/or its successor organisation, situated several levels below the Executive Board. The administrative order imposing a fine imposed a total fine of EUR 535 million; the fine consisted of a penalty in the amount of EUR 4 million and a disgorgement of economic benefits (*Abschöpfung wirtschaftlicher Vorteile*) in the amount of EUR 531 million. Porsche did not lodge an appeal against the administrative order imposing a fine; the administrative order imposing a fine thus became final and unappealable. Porsche paid the fine in full. The regulatory offence proceedings against Porsche are therefore concluded.

#### **4. Investigation of the diesel issue and review of responsibilities at Porsche**

The review and analysis of the diesel issue within the Volkswagen Group also included Porsche from the outset. Porsche's Supervisory Board – like the Supervisory Board of Volkswagen and AUDI – sought advice from the law firm Gleiss Lutz in investigating the causes of the diesel issue and reviewing potential breaches of duty by former and current members of the Executive Board. At the same time, Porsche's Executive Board – like the Executive Boards of Volkswagen and AUDI – instructed the law firm Linklaters to review whether current or former members of the Supervisory Board had breached their duties under German stock corporation law in connection with the diesel issue.

In 2021, the respective reviews of the responsibilities of current and former members of Porsche's Executive Board and Supervisory Board were completed. The review carried out by Gleiss Lutz found that the former member of Porsche's Executive Board Mr Wolfgang Hatz, in his capacity at the time as a member of Porsche's Executive Board (February 2011 to September 2015) had negligently breached his duties of care under German stock corporation law in connection with the diesel issue. Porsche's Supervisory Board therefore, in March 2021,

resolved to claim damages from Mr Hatz; Mr Hatz contested the claims both on the merits and in terms of their amount. Linklaters concluded in its review that there were no indications that members of Porsche's Supervisory Board had breached their duties.

In March 2021, the Supervisory Boards of AUDI and Volkswagen – based on the findings made in the relevant legal opinions prepared by Gleiss Lutz – established breaches of the duty of care under German stock corporation law by the former Chairman of the Executive Board of Volkswagen, Professor Dr Martin Winterkorn, the former member of the Executive Board of Volkswagen and former Chairman of the Executive Board of AUDI, Mr Rupert Stadler, and the former members of the Executive Board of AUDI Professor Dr Ulrich Hackenberg and Dr Stefan Knirsch in connection with the diesel issue and resolved to claim damages from these individuals. In addition, Volkswagen's Executive Board claimed damages from the former Volkswagen employee Dr Heinz-Jakob Neußer (a former member of what is referred to as Volkswagen's Brand Executive Board (*Markenvorstand*)), who was also covered by the Volkswagen Group's D&O insurance, for breaches of duty in connection with the diesel issue.

## II. The Volkswagen Group's D&O insurance program

Since 1 January 2012, Volkswagen has maintained a D&O insurance policy ("**Primary Policy**") with Zurich Insurance Europe AG ("**Zurich**") with an insured sum of EUR 25 million, which is part of an international insurance program with integrated local policies. This Primary Policy is supplemented by various excess liability insurance policies. The Primary Policy and the excess liability insurance policies and the other policies specified in the Coverage Settlement 2026 (section (D) of the preamble thereof) are collectively referred to as the "**VW D&O**", and the insurers involved in the VW D&O in the insurance periods 2015 and 2021 are collectively referred to as the "**VW D&O Insurers**". The VW D&O is an insurance policy for the entire Volkswagen Group which, therefore, also covers Porsche as an insured company. Apart from the insurance coverage existing under the VW D&O, Porsche has not taken out own, additional D&O insurance that provides coverage for the claims at issue for breaches of duty in connection with the diesel issue.

The VW D&O contains an arbitration clause, meaning that any disputes about the existence of coverage claims may be resolved by means of non-public arbitration proceedings. The VW D&O provides coverage to the persons defined in the insurance policies ("**Insured Persons**") who are working or used to work at Volkswagen or other entities covered by the policy according to the terms and conditions of the insurance policies (including Porsche and AUDI). The insurance coverage includes, in particular, the event that claims for damages are asserted against Insured Persons as well as the event that official proceedings are initiated against Insured Persons. The Insured Persons include, in particular, former and current members of the Executive Boards and Supervisory Boards of the Companies as well as members of what is referred to as the Brand Executive Board for the Volkswagen Passenger Cars brand.

For the insurance period from 1 January 2015 to 1 January 2016, the VW D&O consisted of the insurance policy with Zurich for primary coverage with a maximum insured sum of EUR 25 million as well as nine excess liability insurance policies with a combined maximum insured sum of an additional EUR 475 million (collectively the "**Insurance Program 2015**"). The total insured sum of the Insurance Program 2015 was therefore EUR 500 million, with the insured sum in excess of EUR 300 million being available exclusively to members of Volkswagen's Executive Board and Supervisory Board.

In November 2015, Volkswagen reported the facts and circumstances known at the time regarding the diesel issue to the VW D&O Insurers of the Insurance Program 2015 as a precautionary measure. The VW D&O Insurers then excluded insurance coverage for "exhaust emission value manipulations" under the VW D&O for insurance periods starting from 1 January 2016. In the following years, the VW D&O was continued with this exclusion of coverage and a number of other adjustments. Insurance coverage was maintained until 2021 for the more specifically defined response management.

For the insurance period from 1 January 2021, to 1 January 2022, the VW D&O consisted of the insurance policy with Zurich for primary coverage with a maximum insured sum of EUR 25 million as well as eleven excess liability insurance policies with a combined maximum insured sum of an additional EUR 455 million (collectively the "**Insurance Program 2021**"). The total insured sum of the Insurance Program 2021 was therefore EUR 480 million, with the insured sum in excess of EUR 300 million once again being available exclusively to members of Volkswagen's Executive Board and Supervisory Board.

Zurich has made payments under the primary coverage 2015 for Insured Persons' costs of legal defence, including in connection with criminal investigations and various proceedings in the U.S.

Porsche, Volkswagen and AUDI are of the opinion that the relevant facts and circumstances described above fall within the scope of the Insurance Program 2015 and the Insurance Program 2021. The VW D&O Insurers argued that insurance coverage could, at most, exist under the Insurance Program 2015. However, in the interests of a comprehensive and final resolution, VW D&O Insurers of the Insurance Program 2021 – as was the case with the Coverage Settlement 2021 (see section B.III. below) – are also participating in the Coverage Settlement 2026.

### **III. Conclusion of the Coverage Settlement 2021 and further developments**

In view of the breaches of duty identified in connection with the diesel issue, Porsche, Volkswagen and AUDI concluded a coverage settlement with VW D&O Insurers in June 2021 (the "**Coverage Settlement 2021**") which provided for settlement amounts in the total of approximately EUR 270 million to be paid to the Volkswagen Group by the insurers that were parties thereto.

In June 2021, Porsche, Volkswagen and AUDI concluded a liability settlement with Mr Hatz that takes account of the findings of the investigation into Mr Hatz's responsibility. Volkswagen and AUDI are parties to the liability settlement with Mr Hatz because Mr Hatz worked for these Companies as an employee prior to his role on Porsche's Executive Board. The liability settlement provides for a personal contribution (own contribution) to be made by Mr Hatz in the amount of EUR 1.5 million.

The Coverage Settlement 2021 and the liability settlement with Mr Hatz were approved by Porsche's General Meeting on 14 July 2021. The Coverage Settlement 2021 was also approved by Volkswagen's General Meeting on 22 July 2021, and by AUDI's General Meeting on 17 June 2021.

Following the approval by the General Meetings, the insurers being parties to the Coverage Settlement 2021 paid the agreed settlement amounts in full. Of the settlement amounts paid to Volkswagen to date, Volkswagen passed on a share of 34.18% to AUDI and a share of 14.50% to Porsche (for information on the distribution formula, see section C.). In addition, Mr Hatz paid the agreed own contribution. The payments received under the liability settlement and the Coverage Settlement 2021 resulted in other operating income of approximately EUR 30 million for Porsche in the financial year 2021.

Furthermore, in June 2021, Volkswagen and AUDI concluded liability settlements with Professor Dr Winterkorn and Mr Stadler, and AUDI concluded a liability settlement with Dr Knirsch. In 2022, Volkswagen concluded a court settlement with Dr Neußer. In 2023, AUDI concluded a liability settlement with Professor Dr Hackenberg.

Porsche, Volkswagen and AUDI concluded a supplementary coverage settlement with Berkshire Hathaway European Insurance DAC, Germany, ("**Berkshire**") in July 2025 (the "**Berkshire Coverage Settlement**"). Berkshire was one of the insurers of the D&O insurance program of Volkswagen in the insurance period 2021 but, at that time, was not willing to be party to the

Coverage Settlement 2021. A settlement agreement could only be reached upon concluding the Berkshire Coverage Settlement in 2025. The Berkshire Coverage Settlement provided for a settlement amount of EUR 7.7 million to be paid by Berkshire, which Berkshire paid in full.

#### **IV. Invalidity of the Coverage Settlement 2021 and conclusion of the Coverage Settlement 2026**

Following Volkswagen's Annual General Meeting held on 22 July 2021, Volkswagen shareholders brought legal actions against, inter alia, the resolution adopted by that General Meeting approving the Coverage Settlement 2021 (the "**VW Approval Resolution**"). The Regional Court (*Landgericht*) of Hanover dismissed the claims in their entirety by judgment dated 12 October 2022. The Higher Regional Court (*Oberlandesgericht*) of Celle dismissed the plaintiffs' appeals on points of fact and law (*Berufungen*) against the judgment of the Regional Court of Hanover in their entirety by judgment dated 29 November 2023. The plaintiffs subsequently lodged an appeal on points of law (*Revision*) against the judgment of the Higher Regional Court of Celle with the Federal Court of Justice. In response to the plaintiffs' appeal on points of law, the Federal Court of Justice, by judgment dated 30 September 2025 (case no. II ZR 154/23, the "**Appellate Judgment on Points of Law**"), declared the VW Approval Resolution to be void.

The Appellate Judgment on Points of Law is based on procedural grounds. The Federal Court of Justice did not identify any deficiencies regarding the contents of the VW Approval Resolution or the Coverage Settlement 2021. The Federal Court of Justice declared the VW Approval Resolution to be void solely on the grounds that, in its view, the agenda of the notice convening Volkswagen's General Meeting of 22 July 2021, should have explicitly addressed that, under the Coverage Settlement 2021, Volkswagen had undertaken, by way of a genuine contract for the benefit of third parties (*echter Vertrag zugunsten Dritter*), inter alia, to never or no longer assert any potential claims against current and former members of Volkswagen's Executive Board and Supervisory Board, whether in or out of court. The relevant explanations regarding these obligations, which were contained in the report submitted to Volkswagen's General Meeting and to which reference was made under agenda item 11 at the time, were found to be insufficient in this respect.

As a result of the Federal Court of Justice's declaration that the VW Approval Resolution was void, the Coverage Settlement 2021 became invalid. The Berkshire Coverage Settlement also became invalid because, according to the relevant contractual provisions agreed, its validity depended on the validity of the Coverage Settlement 2021.

Porsche, Volkswagen and AUDI then entered into negotiations with the D&O insurers of the Coverage Settlement 2021 and Berkshire to establish a new legal basis for the Coverage Settlement 2021 and the Berkshire Coverage Settlement, both of which had become invalid based on procedural grounds. In the course of these negotiations, the D&O insurers who were party to the Coverage Settlement 2021 and Berkshire undertook not to assert claims for repayment of the settlement amounts for the time being. Following the conclusion of the negotiations, Porsche, Volkswagen and AUDI concluded the Coverage Settlement 2026 with the D&O Insurers that were party to the Coverage Settlement 2021 and Berkshire on 10 March 2026. The Coverage Settlement 2026 consolidates the contents of the Coverage Settlement 2021 and the Berkshire Coverage Settlement and largely confirms these two settlements by way of a new agreement.

The Coverage Settlement 2026 requires the approval of Porsche's General Meeting to take effect. The approvals of the Annual General Meetings of Volkswagen and AUDI are also required. AUDI's General Meeting approved the Coverage Settlement 2026 on 10 March 2026. The General Meeting of Volkswagen will resolve on the approval of the Coverage Settlement 2026 on 18 June 2026.

### C. Key contents of the Coverage Settlement 2026

The full wording of the Coverage Settlement 2026 is provided in the additional information on the agenda (under II.2.a). The content of the Coverage Settlement 2026 largely corresponds to that of the Coverage Settlement 2021, which was approved by Porsche's General Meeting on 14 July 2021, and additionally incorporates the Berkshire Coverage Settlement. It essentially contains the following provisions:

- The parties to the Coverage Settlement 2026 are Porsche, Volkswagen and AUDI on the one hand and Zurich, AIG Europe S.A., Allianz Global Corporate & Specialty SE, Berkshire, Great Lakes Insurance SE, HDI Global SE, Liberty Mutual Insurance Europe SE, QBE Europe SA/NV, Tokio Marine Europe SA and XL Insurance Company SE (collectively, and each including their co-insurers, the "**Insurers**") on the other hand. The parties to the Coverage Settlement 2026 are therefore identical to the parties to the Coverage Settlement 2021, only Berkshire has joined as a party on the Insurers' side.
- In order to settle the "Relevant Facts and Circumstances" to which the insurance-law relationships covered by the Coverage Settlement 2026 relate, the Insurers undertake in section 1.1 of the Coverage Settlement 2026 to pay settlement amounts totalling EUR 277,715,000. This total amount comprises the settlement amounts of EUR 270,015,000 that the insurers which were party to the Coverage Settlement 2021 were required to pay under the Coverage Settlement 2021, and the further settlement amount of EUR 7,700,000 that Berkshire was required to pay under the Berkshire Coverage Settlement.

The Relevant Facts and Circumstances include, in addition to the diesel issue, any other manipulations, falsifications or misrepresentations of or pertaining to exhaust emissions, consumption or performance values of engines within the Volkswagen Group. The term "consumption value" includes the consumption values of, inter alia, all fuels of a vehicle (e.g. gasoline, diesel, electric energy, oil). The Relevant Facts and Circumstances also include potential agreements in violation of antitrust law in connection with the diesel issue and other exhaust emission and consumption value manipulations including related investigations, proceedings and assertions of claims. This definition of the term "Relevant Facts and Circumstances" in Preamble (O) of the Coverage Settlement 2026 remains unchanged compared to the Coverage Settlement 2021 (the "**Relevant Facts and Circumstances**"). For the purposes of the Coverage Settlement 2026, the term "diesel issue" (see section B.I.1) also encompasses, in accordance with Preamble (A) of the Coverage Settlement 2026, the clarification, review and analysis of the matter within the Companies following the publication of the notice of violation on 18 September 2015, including the so-called response management, and all measures taken for the preparation and conclusion of the Coverage Settlement 2026.

- Section 1.1 of the Coverage Settlement 2026 further provides that, upon the Coverage Settlement 2026 taking effect, payment of the settlement amounts will be made, pursuant to section 6.1 of the Coverage Settlement 2026, by way of set-off against the relevant entitlement to restitution under section 7.2 of the Coverage Settlement 2021 and section 5.2 of the Berkshire Coverage Settlement. These entitlements to restitution arise from the fact that the Insurers had already paid the settlement amounts under the Coverage Settlement 2021 and the Berkshire Coverage Settlement in full, but both settlements have become invalid as a result of the Appellate Judgment on Points of Law. Therefore, since October 2025, the Insurers have been entitled to claims for repayment of the settlement amounts paid. However, until the signing of the Coverage Settlement 2026 on 10 March 2026, the Insurers had undertaken, by way of separate declarations, not to assert their claims for repayment of the settlement amounts. These declarations by the Insurers are also documented in section 2.9 of the Coverage Settlement 2026. The Coverage Settlement 2026 provides for a corresponding undertaking in section 1.6 for the period from the signing of the Coverage Settlement 2026 on 10 March 2026, until such time as the General Meetings of Volkswagen, AUDI and Porsche decide on the approval of the Coverage Settlement 2026 (standstill).

- According to section 1.1 of the Coverage Settlement 2026, the Insurers are required to pay the settlement amounts – as under the Coverage Settlement 2021 – after deducting the costs of legal defence already paid and the insurance payments that are still to be made, by way of set-off. Pursuant to section 1.2, the participating D&O Insurers of the insurance program 2015 will bear EUR 261,890,000 of these amounts. Pursuant to section 1.3, the participating D&O Insurers of the insurance program 2021 will bear EUR 15,825,000 of these amounts.
- On account of the losses incurred by Porsche and AUDI as a result of the diesel issue and the corresponding claims for damages Porsche and AUDI have against the Persons against whom Claims were Asserted, section 1.1 of the Coverage Settlement 2026 provides that Volkswagen – to the extent that this has not already been done – will pass on a share of the settlement amounts paid to Volkswagen amounting to 14.50% to Porsche and a share of 34.18% to AUDI. This distribution ratio corresponds to that provided for in the Coverage Settlement 2021.
- As set out in section 2.1 of the Coverage Settlement 2026, Zurich, as the D&O insurer of the primary policy, opened a provisions account in accordance with the provisions of the Coverage Settlement 2021, into which two Insurers have jointly paid a total of EUR 50 million from the settlement amounts. Insurance payments for the Relevant Facts and Circumstances which could still be claimed after taking into account the Liability Settlements and the Coverage Settlement 2021 were made from this provisions account. Such payments included, in particular, the assumption of costs of the defence against claims and indemnification against justified claims should any such claims be asserted by third parties against Insured Persons. Of the EUR 50 million paid in, an amount of EUR 14,796,313.93 had been utilised by 31 March 2026. Pursuant to section 2.2 of the Coverage Settlement 2026, insurance payments for the Relevant Facts and Circumstances are to continue to be made via the provisions account in the same manner as under the Coverage Settlement 2021. If a residual balance remains on the provisions account by 31 December 2027, once these payments have been made, such residual balance will be paid out to Volkswagen pursuant to section 2.6 of the Coverage Settlement 2026. Of the residual balance paid out in that case, Volkswagen will pass on a share of 34.18% to AUDI and 14.50% to Porsche. Section 2.8 of the Coverage Settlement 2026 acknowledges that the management of the account for provisions thus far and the resulting difference were in compliance with the provisions of the Coverage Settlement 2021, but that this will not affect any liability for intentional conduct.
- Pursuant to sections 3.1 and 3.2 of the Coverage Settlement 2026, all coverage claims against the Insurers based on or in connection with the Relevant Facts and Circumstances, as well as all other coverage claims which are attributable to the insurance period 2015, will be deemed satisfied and settled vis-à-vis Porsche, Volkswagen and AUDI as soon as the Coverage Settlement 2026 has taken effect pursuant to section 6.1 thereof and insofar as the parties are authorised to dispose over the coverage claims in accordance with the provisions of the insurance policy and the *Versicherungsvertragsgesetz* (German Insurance Contracts Act).
- Under sections 3.6 and 3.7 of the Coverage Settlement 2026, Porsche, Volkswagen and AUDI undertake, upon the fulfilment of the conditions precedent pursuant to section 6.1 of the Coverage Settlement 2026 and payment of the settlement amount in accordance with section 1 of the Coverage Settlement 2026, by way of a genuine contract for the benefit of third parties – as provided for in the Coverage Settlement 2021 – to never assert claims against current or former members of the Executive Boards of Porsche, Volkswagen and AUDI or any other Insured Persons (the **“Waivers of Liability”**). Such other Insured Persons also include current and former Supervisory Board members of Porsche, Volkswagen and AUDI. Pursuant to section 3.9 of the Coverage Settlement 2026, these Waivers of Liability will apply comprehensively to claims in connection with the diesel issue. For other claims in connection with the Relevant Facts and Circumstances, the Waivers of Liability will not apply insofar as no insurance protection exists

for such claims under the VW D&O. Pursuant to section 3.10 of the Coverage Settlement 2026, the Waivers of Liability will not apply to Professor Dr Winterkorn, Mr Stadler, Professor Dr Hackenberg, Dr Knirsch, Mr Hatz and Dr Neußer (together the "**Persons against whom Claims were Asserted**"), with each of whom Liability Settlements have been entered into.

According to the results of the extensive investigations carried out by the law firms, the Companies did not have any claims for damages – with the exception of the claims asserted against the Persons against whom Claims were Asserted – against current or former members of the Executive Boards or the other Insured Persons including Supervisory Board members at the time the Coverage Settlements 2021 were concluded, so that the Waivers of Liability under the Coverage Settlement 2021 did not result in any economic disadvantages for the Companies. There are also no new relevant findings of which Porsche's Supervisory Board and Executive Board are aware that, from today's perspective, would result in a different assessment (see also section E.III.). Based on the current situation, the Waivers of Liability thus do not entail any economic disadvantage for Porsche, either. The same applies to Volkswagen and AUDI (see also section E.IV.).

- According to section 3.8 of the Coverage Settlement 2026, those claims against current and former members of the Executive Board and the Supervisory Board are excluded from the Waivers of Liability for which, at the time the Coverage Settlement 2021 was concluded on June 9, 2021, less than three years had expired since the relevant claims arose. Section 93 para. 4 sentence 3 of the Aktiengesetz provides that claims for damages against members of the Executive Board and Supervisory Board may only be waived three years after the claims have arisen. Against this background, the Coverage Settlement 2021 excluded from the Waivers of Liability any claims against current and former members of the Executive Board and Supervisory Board of the Companies for which the three-year period under section 93 para. 4 sentence 3 of the Aktiengesetz had not yet expired at the time the Coverage Settlement 2021 was concluded on 9 June 2021. The corresponding provision in the Coverage Settlement 2026 thus limits the Waivers of Liability to those claims relating to the liability of board members towards the company which were already covered by the Waivers of Liability in the Coverage Settlement 2021.
- With regard to Persons against whom Claims were Asserted, the terms of the Liability Settlements concluded with these persons generally apply. In the event that any of these Liability Settlements is invalid or void, the Coverage Settlement 2026 includes – like the Coverage Settlement 2021 – the following provision in section 3.10: The Companies may continue to bring actions against the person concerned, but only for that part of the claim which would remain had the Insurers also spent the difference between the settlement amounts and the maximum insurance sums for the insurance periods 2015 and 2021 for insurance payments to indemnify the relevant person. With regard to the remaining part, the Companies undertake by way of a genuine contract for the benefit of third parties not to assert claims against the person concerned due to or in connection with the Relevant Facts and Circumstances. However, this undertaking will not apply insofar as the person concerned would not have been insured for reasons other than the exhaustion of the insured sum. These provisions also remain unchanged compared to the Coverage Settlement 2021.
- Section 4 of the Coverage Settlement 2026 contains – like the Coverage Settlement 2021 – indemnification obligations undertaken by Volkswagen in favor of the Insurers for the event that, after the Coverage Settlement 2026 enters into effect, claims to insurance payments are asserted based on or in connection with the Relevant Facts and Circumstances and the account for provisions pursuant to section 2 of the Coverage Settlement 2026 is no longer in credit. With regard to the insurance program 2015, the indemnification obligation also applies to claims which are not attributable to the Relevant Facts and Circumstances as claims under the insurance program 2015 are completely covered by the Coverage Settlement 2026. However, other restrictions of

the indemnification obligation remain unaffected. If Volkswagen is obliged to indemnify Insurers, Porsche is obliged under the Coverage Settlement 2026 – as it is under the Coverage Settlement 2021 – to indemnify Volkswagen in turn to the extent that the underlying facts and circumstances relate to Porsche.

- Pursuant to section 5.1 of the Coverage Settlement 2026, the Insurers undertake – as they already did under the Coverage Settlement 2021 – not to assert any claims for recourse or compensation against the Companies, Insured Persons or third parties on account of payments made by these Insurers. At Volkswagen's request, the Insurers must assign such claims to Volkswagen, AUDI, Porsche or a third party.
- According to section 6.1 of the Coverage Settlement 2026, the entry into effect of the Coverage Settlement 2026 is – like that of the Coverage Settlement 2021 – subject to the condition precedent that the Coverage Settlement 2026 is approved by the General Meetings of Porsche, Volkswagen and AUDI, without a minority whose shares in total are at least equivalent to one tenth of the share capital of the relevant Company raising an objection to the resolution concerned on the record. The Insurers' obligation set out in section 1.6 a), b) and d) of the Coverage Settlement 2026 not to assert any claims for repayment (stand still) is effective regardless of whether the condition precedent is met. Section 6.2 of the Coverage Settlement 2026 contains provisions for the event that actions relating to deficits of a resolution (*Beschlussmängelklagen*) are brought against the General Meetings' approval resolutions. The mere act of bringing such actions does not prevent the Coverage Settlement 2026 from entering into effect. If an action relating to deficits of a resolution is successful, the Coverage Settlement 2026 will cease to be effective.

#### **D. Explanation of the proposed resolution**

Pursuant to section 93 para. 4 sentence 3 of the Aktiengesetz, Porsche may only waive or settle any claims for damages against members of the Executive Board and the Supervisory Board if three years have elapsed since the claim had arisen, the General Meeting approves such waiver or settlement and there is no objection to the resolution, recorded in the minutes, by a minority whose aggregate shares are at least equivalent to one tenth of the share capital. Section 93 para. 4 sentence 3 of the Aktiengesetz also applies to agreements regarding claims for damages with former members of the Executive Board and the Supervisory Board.

Like the Coverage Settlement 2021, the Coverage Settlement 2026 contains an obligation on the part of Volkswagen, AUDI and Porsche that these Companies will permanently refrain from asserting liability claims arising from or in connection with the Relevant Facts and Circumstances against current and former members of the Executive Board as well as against other Insured Persons, including members of the Supervisory Board (defined above as Waivers of Liability). The Waivers of Liability concerning claims relating to the liability of board members qualify as waivers pursuant to section 93 para. 4 sentence 3 of the Aktiengesetz. Consequently, the Coverage Settlement 2026 put to the vote under agenda item 9 will only take effect subject to the conditions set out in section 93 para. 4 sentence 3 of the Aktiengesetz. For this reason, the Supervisory Board and the Executive Board are submitting the Coverage Settlement 2026 to the General Meeting for approval on the basis of agenda item 9.

The decisive factor for commencement of the three-year period under section 93 para. 4 sentence 3 of the Aktiengesetz is the time at which the claim arises. A claim arises once the requirements establishing liability have been met, i.e. the breach of duty has been committed and the loss has been incurred. The three-year period commences – independently of whether the development of loss has come to an end – upon the occurrence of the first head of damage, i.e. as soon as the claim can be asserted by means of an action for performance (*Leistungsklage*) or an action for a declaratory judgment (*Feststellungsklage*). The Federal Court of Justice also confirmed this in its Appellate Judgment on Points of Law. In all cases examined as part of the comprehensive investigation carried out by the law firms, the relevant point in time for the claim to arise was more than three years ago at the time the Coverage Settlement 2021 was concluded. Moreover, the Coverage Settlement 2026 also excludes

from the Waivers of Liability any claims relating to the liability of board members towards the Company in respect of which, on the date of the Coverage Settlement 2021, less than three years have elapsed since these claims arose. The Waivers of Liability are therefore limited to such claims for which Waivers of Liability were already provided for in the Coverage Settlement 2021.

The notice convening Porsche's Annual General Meeting takes into account the Appellate Judgment on Points of Law in which the Federal Court of Justice declared the VW Approval Resolution on the Coverage Settlement 2021 to be void on procedural grounds. In line with the Federal Court of Justice's legal understanding, Porsche's agenda makes express reference to the Waivers of Liability.

The Coverage Settlement 2026 will only take effect if the General Meetings of Volkswagen and AUDI also approve the Coverage Settlement 2026. AUDI's General Meeting approved the Coverage Settlement 2026 on 10 March 2026. Volkswagen's General Meeting will resolve on the approval of the Coverage Settlement 2026 on 18 June 2026.

## **E. Current status of the review and analysis of the diesel issue**

From Porsche's perspective, the review and analysis of the diesel issue has not yielded any relevant new findings since the conclusion of the Coverage Settlement 2021.

### **I. Total amount of loss**

By 31 December 2025, Porsche had incurred expenses in connection with the diesel issue totalling approximately EUR 1 billion. The loss incurred by Porsche consists primarily of the fine totalling EUR 535 million paid pursuant to the Stuttgart public prosecutor's office's administrative order imposing this fine (see section B.I.3.) as well as costs relating to civil proceedings, in particular proceedings initiated by customers (see section E.II.), and costs of field measures required as a result of the diesel issue.

AUDI indemnified Porsche against costs arising from legal risks, legal disputes, product liability claims or other third-party claims, to the extent these costs incurred in relation to the Porsche Cayenne vehicles of the model years 2013 to 2016 affected in the NAR market. Furthermore, AUDI indemnified Porsche against other costs incurred in connection with the diesel issue in the NAR market. In both respects, AUDI waived its right to raise the defence of limitation until the end of July 2027.

### **II. Legal and official proceedings**

In connection with the diesel issue, legal and official proceedings have been initiated against Porsche and its subsidiaries worldwide, most of which could already be closed. With regard to the proceedings still pending, Porsche does not anticipate any significant further burden based on the existing indemnification agreements and the results of the proceedings closed to date.

- Customers who had purchased Porsche diesel vehicles initiated civil proceedings against Porsche as a consequence of the diesel issue. When the Coverage Settlement 2021 was concluded in June 2021, approximately 1,800 individual actions by customers seeking damages or restoration of the status quo ante (*Rückabwicklung*) were pending in Germany. The number of new proceedings initiated by customers has continued to decline since the Coverage Settlement 2021 was concluded. Porsche's success rate in these proceedings is more than 90%; in total, approximately 1,900 individual legal proceedings relating to the diesel issue have been concluded to date. There are currently around 70 proceedings initiated by customers pending in Germany. In the United Kingdom, a class action has been initiated against Porsche, amongst others (UK class action).
- Furthermore, individual official investigations and proceedings were and are pending worldwide against Porsche, its subsidiaries and against legal representatives in connection with the Relevant Facts and Circumstances. Key proceedings concern decisions of the KBA being the competent German vehicle type-approval and market monitoring authority. The ongoing administrative proceedings relate to vehicles the

emission control systems of which include a “temperature window”. The European Court of Justice developed new criteria regarding the permissibility of temperature windows in 2022. The KBA issued regulatory notices in this regard against various vehicle manufacturers, including Porsche, in 2023 and 2024. Porsche lodged objections against all the notices; hence, the notices have not become final and binding. The pending administrative court proceedings concern the question of whether clearance notices (*Freigabebescheide*) issued by the KBA to Porsche, among others, are permissible. The non-governmental organisation Environmental Action Germany (*Deutsche Umwelthilfe e.V. – “DUH”*) opposed these clearance notices issued by the KBA under administrative law. The KBA had approved software updates of the vehicle manufacturers by means of the clearance notices. DUH prevailed in two proceedings, in which Volkswagen has been summoned as an additional party (*beigeladen*), at first instance before the Administrative Court (*Verwaltungsgericht*) of Schleswig. In one of these proceedings, the Higher Administrative Court (*Oberverwaltungsgericht*) of Schleswig upheld at second instance the decision of the Administrative Court of Schleswig. These decisions have not become final and unappealable yet. No judgment has been issued by the courts in the proceedings in which Porsche has been summoned as an additional party. In addition, further administrative proceedings are pending globally in connection with the diesel issue. Porsche co-operates with the governmental authorities in each case.

In addition, criminal proceedings were conducted against former members of Porsche's Executive Board as well as against former Porsche employees in connection with the diesel issue:

- Mr Hatz made a confession in the criminal proceedings conducted against him before the Regional Court of Munich II and was convicted in June 2023 of fraud committed with conditional intent (*bedingt vorsätzlicher Betrug*). In its statement of reasons, the Regional Court of Munich II relied, among other things, on Mr Hatz's confession. This decision has been final and unappealable since December 2025. However, the conviction does not relate to Mr Hatz's activities on Porsche's Executive Board, but rather to his former activities as an executive employee (*leitender Angestellter*) at AUDI. The liability settlement concluded with Mr Hatz remains unaffected by the conviction and continues to be valid.
- Investigation proceedings conducted by the Stuttgart public prosecutor's office against Dr Michael Steiner, a member and Deputy Chairman of Porsche's Executive Board, based on alleged fraud, among other things, were concluded. The proceedings were discontinued in 2022, without any finding of wrongdoing, against payment of a fine.
- In December 2021, the Local Court (*Amtsgericht*) of Stuttgart-Bad Cannstatt issued a penal order (*Strafbefehl*) against a Porsche employee. The employee did not lodge an appeal against the penal order. The proceedings have therefore been closed. Porsche has borne the legal costs incurred in this connection.
- According to the information available, the other individual criminal proceedings have also been discontinued pursuant to section 153 of the Strafprozessordnung (German Code of Criminal Procedure) or section 153a of the Strafprozessordnung. As far as Porsche is aware, no further investigation proceedings are being conducted by public prosecutors in Germany in connection with the diesel issue against current or former members of Porsche's Executive Board or Supervisory Board or other Insured Persons at Porsche.

### **III. No breaches of duty or further breaches of duty by current or former members of Porsche's Executive Board or Supervisory Board**

Since 2021, the Supervisory Board, supported by the law firm Gleiss Lutz, has continued to examine on an ongoing basis whether there are any indications – in particular arising from the criminal proceedings against Mr Hatz – of further breaches of duty by Mr Hatz in connection with the diesel issue. These examinations did not lead to any relevant new findings.

In particular, the conviction of Mr Hatz – as described in section E.II. – does not relate to Mr Hatz's activities on Porsche's Executive Board, but rather to his former activities as an executive employee at AUDI.

In addition, since 2021, the Supervisory Board, supported by the law firm Gleiss Lutz, has continued to examine on an ongoing basis whether there are any indications – in particular arising from court proceedings – that other current or former members of Porsche's Executive Board breached their duties in connection with the diesel issue. These examinations did not lead to any relevant new findings, either – in particular not to any indications of potential breaches of duty by other current or former members of the Executive Board. The investigation proceedings against Dr Steiner, which have been discontinued against payment of a fine, did not result in any reliable indications suggesting breaches of duty by Dr Steiner.

Moreover, there are also no indications that current or former members of Porsche's Supervisory Board breached their duties under German stock corporation law in connection with the diesel issue becoming known and being investigated. This was the finding that Linklaters reached in its investigation in 2021. Nor did a further examination by Linklaters in 2026 reveal any new indications of breaches of duty since the investigation in 2021.

#### **IV. Further developments regarding the liability and coverage situation**

In respect of the other Persons against whom Claims were Asserted by Volkswagen and AUDI in 2021 (Professor Dr Winterkorn, Mr Stadler, Dr Knirsch, Professor Dr Hackenberg and Dr Neußer), no findings that are relevant for assessing the liability and coverage situation in connection with the conclusion of the Coverage Settlement 2026 have been made since the Coverage Settlement 2021 was concluded. Only with respect to the breach of duty by Mr Stadler found by Volkswagen's and AUDI's Supervisory Boards have the following findings been made: in June 2023, the Regional Court of Munich II convicted Mr Stadler of fraud committed with conditional intent. The judgment has been final and unappealable since December 2025. The judgment was preceded by a confession made by Mr Stadler under a plea bargain (*Verständigung*). The Regional Court of Munich II based Mr Stadler's criminal liability on a somewhat earlier date than Volkswagen's and AUDI's Supervisory Boards in their examination under civil law. Based on Mr Stadler's confession, the Regional Court of Munich II moreover assumes in its judgment that Mr Stadler acted with conditional intent. In contrast, Volkswagen's and AUDI's Supervisory Boards found that Mr Stadler had merely committed a negligent breach of duty. Even if the findings of the Regional Court of Munich II were correct, the finding of Volkswagen's and AUDI's Supervisory Boards with regard to the claim for damages asserted against Mr Stadler in 2021 would not significantly change. For Volkswagen and AUDI to have a claim for damages, it is not relevant whether Mr Stadler committed the breach of duty negligently or with conditional intent. Nor is this relevant from an insurance law perspective; the only breaches of duty excluded from the cover provided by the VW D&O are breaches committed knowingly or deliberately. The breach of duty by Mr Stadler, established in the criminal sentence to have occurred at a somewhat earlier date than that determined by Volkswagen's and AUDI's Supervisory Boards, could, at most, result in the loss attributable to Mr Stadler being slightly higher than Volkswagen's and AUDI's Supervisory Boards had assumed in 2021.

Ultimately, Volkswagen and AUDI have not obtained any relevant new findings since 2021 suggesting that other current or former members of Volkswagen's or AUDI's Executive Board or Supervisory Board breached their duties in connection with the diesel issue.

#### **F. Key reasons for the proposed resolution**

Porsche's Supervisory Board and Executive Board are convinced that the Coverage Settlement 2026, which has been submitted to the General Meeting for approval, is in Porsche's best interest.

The purpose of the Coverage Settlement 2026 submitted is to bring the diesel issue to a close at Porsche as regards the board members' liability towards the company and an insurance law perspective and to confirm the line already drawn under the issue in 2021.

The diesel issue became known at Porsche and the entire Volkswagen Group more than ten years ago. The Volkswagen Group, and thus also Porsche, reviewed and analysed the responsibilities in connection with the diesel issue thoroughly and with great care over a period of more than five and a half years. Taking into account this comprehensive investigation and review, it is in the interest of both Porsche and the entire Volkswagen Group to conclude the Coverage Settlement 2026.

Essentially, the Coverage Settlement 2026 will merely replace the Coverage Settlement 2021 and the Berkshire Coverage Settlement. These settlements have become invalid solely because the Federal Court of Justice, by its Appellate Judgment on Points of Law, upheld actions relating to deficits of a resolution challenging the VW Approval Resolution for the Coverage Settlement 2021 and declared the VW Approval Resolution void for formal reasons. In terms of content, the Federal Court of Justice did not object to the VW Approval Resolution or the Coverage Settlement 2021. In accordance with the formal requirements established by the Federal Court of Justice, a resolution shall therefore be adopted on approving the Coverage Settlement 2026.

Concluding the Coverage Settlement 2026 will enable Porsche to secure the settlement amounts (totalling EUR 29,393,675) that Volkswagen has so far passed on to Porsche on a pro rata basis under the Coverage Settlement 2021 and the Berkshire Coverage Settlement. By contrast, if the Coverage Settlement 2026 were not concluded, Volkswagen would be obliged to repay the relevant settlement amounts to the Insurers, with the possibility of an additional claim for payment of interest not being entirely ruled out. As between Volkswagen and Porsche, such repayment would require Porsche to repay to Volkswagen the settlement amounts previously passed on.

Furthermore, the Supervisory Board and the Executive Board consider the settlement amounts to be paid by the Insurers under the Coverage Settlement 2026 to be financially appropriate. The total settlement amounts agreed amount to EUR 277,715,000; Porsche is entitled to 14.50% of such amount – after deducting the costs of legal defence already paid and the insurance payments still to be made. This share corresponds to the proportion of losses claimed by Porsche from the Persons against whom Claims were Asserted in relation to the losses claimed by Volkswagen and AUDI from the Persons against whom Claims were Asserted in connection with the diesel issue.

The aggregate payments made to Porsche to date from the settlement amounts under the Coverage Settlement 2021 and the Berkshire Coverage Settlement and Mr Hatz's own contribution amount to approximately EUR 31 million in total. Both the total loss incurred by Porsche as a result of the diesel issue and the loss attributable to Mr Hatz's breach of duty, amounting to more than EUR 700 million, are significantly higher. However, full satisfaction is not realistic taking into account the insured sum available and Porsche's share in it. The majority of the loss attributable to Mr Hatz – amounting in any case to EUR 700 million – relates to the insurance period 2015. The maximum sum insured for the insurance period 2015 for Insured Persons not being members of Volkswagen's Executive Board is EUR 300 million and is therefore far from sufficient to cover the loss attributable to Mr Hatz. Furthermore, the loss attributable to Professor Dr Winterkorn, amounting to around EUR 2.5 billion, also relates to the insurance period 2015. The sum insured for the insurance period 2015 would thus be fully exhausted by the loss attributable to Professor Dr Winterkorn alone. It is not realistic to expect insurance programs other than the VW D&O to cover the claim for damages against Mr Hatz for the insurance period 2015.

It would be very complex from a legal perspective to assert the claim for damages in court. Porsche would bear the burden of substantiation and proof (*Darlegungs- und Beweislast*) in this respect and would therefore have to substantiate, firstly, that the conditions of a claim for damages against Mr Hatz exist and, secondly, that such claim for damages is covered by the D&O insurance, providing evidence for the aforementioned points in the event that they are disputed. As a result of the associated litigation risks, the claims for damages might not be realised at all or not be realised in full.

In the event of a legal dispute with Porsche, it is very likely that the VW D&O Insurers would raise numerous factual and legal objections to avert liability. The courts would need to decide many complex factual and legal issues. Many of these legal issues have not yet been decided by either the lower courts or by courts of last resort. Final and unappealable decisions could not be expected for many years.

Asserting claims against the VW D&O Insurers in court would give rise to considerable costs for Porsche. If Porsche were to lose the case in full or in part, in addition to the remaining loss, Porsche would have to bear the procedural costs in full or in part itself. By concluding the Coverage Settlement 2026, these costs can be avoided.

In addition, in the event that claims are pursued in court, significant human resources of Porsche would be tied up for a considerable period of time that could be deployed more efficiently, in economic terms, elsewhere. Porsche's business performance is currently being affected by global economic and political uncertainties. Porsche is resolutely pushing ahead with extensive measures to rescale and recalibrate the company. The Coverage Settlement 2026 enables Porsche to focus its financial and human resources and concentrate on future-oriented challenges rather than tying up these resources in the protracted process of resolving past issues with an uncertain outcome. At the same time, the settlement solution provides clarity both for Porsche as a company and for the members of Porsche's Executive Board and Supervisory Board, enabling in particular the current members of the Executive Board and the Supervisory Board to focus fully on their future-oriented tasks.

Finally, the Waivers of Liability provided for in the Coverage Settlement 2026 – as in the Coverage Settlement 2021 – do not entail any economic disadvantage for Porsche, either. The main rationale behind the Waivers of Liability is that, according to the findings of the extensive investigations carried out by the law firms Gleiss Lutz and Linklaters, which had been commissioned by Porsche's Supervisory Board and Executive Board, no breaches of duty by any members of the Executive Board or the Supervisory Board of Porsche in office during the period relevant in each case were identified – with the exception of Mr Hatz – even at the time the Coverage Settlements 2021 were concluded.

Since then, no new information has come to light suggesting that the responsibility of members of Porsche's Executive Board or other Insured Persons, including members of Porsche's Supervisory Board, should be assessed differently in terms of their liability compared to the situation in 2021. In particular, the investigation proceedings against Dr Steiner, which have been discontinued against payment of a fine, did not result in any reliable indications suggesting breaches of duty by Dr Steiner. No misconduct was identified by the public prosecutor's office. Dr Steiner's consent to the order to discontinue proceedings (*Einstellungsverfügung*) does not constitute an admission of guilt by Dr Steiner. Furthermore, no breaches of duty by Dr Steiner were identified in the course of the comprehensive investigation carried out by Gleiss Lutz. Porsche, having inspected the files, found that the facts and circumstances established by the public prosecutor's office had already been fully taken into account in the investigation carried out by Gleiss Lutz.

The Coverage Settlement 2026 is also not precluded by the fact that a penal order was issued against a Porsche employee (see section E.II.). The findings set out in the penal order do not, in key respects, correspond to the conclusions of the comprehensive legal investigations carried out by the law firms. Therefore, also from today's perspective, the Waivers of Liability do not entail any economic disadvantage for Porsche.

Finally, it is only through such a comprehensive waiver arrangement that the intended purpose of the Coverage Settlement 2026 – to definitively resolve the diesel issue at Porsche in terms of liability of board members towards the company as well as insurance law – can be achieved. The still ongoing proceedings concerning Porsche and/or other entities of the Volkswagen Group do not preclude the conclusion of the Coverage Settlement 2026, either. In the opinion of the Supervisory Board and the Executive Board, the conclusion of the settlement should not be delayed any further. The benefits of the Coverage Settlement 2026 can only be fully realised if the review and analysis of the diesel issue is concluded swiftly. In particular, the Coverage Settlement 2026 is required to permanently ensure that Porsche, Volkswagen and AUDI are permitted to retain the substantial funds they have received under the VW D&O.

## G. Summary recommendation

On this basis, the Supervisory Board and the Executive Board are convinced that the conclusion of the Coverage Settlement 2026 is in the company's best interests. In the opinion of the Supervisory Board and the Executive Board, it would clearly serve Porsche's best interests to bring the legal review of the diesel issue to a legally certain conclusion with regard to the civil liabilities of the members of Porsche's Executive Board and Supervisory Board, rather than pursuing judicial proceedings. Under agenda item 9, the Supervisory Board and the Executive Board therefore propose that the General Meeting approve the Coverage Settlement 2026.

### c) Settlement agreement between Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Volkswagen Aktiengesellschaft and AUDI Aktiengesellschaft on the one hand and Zurich Insurance plc. as D&O insurer of the basic policy and the D&O insurers of the excess insurance policies on the other hand dated 9 June 2021

#### Coverage Settlement

between

- (1) VOLKSWAGEN Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg ("**VOLKSWAGEN**"), represented by its Board of Management and Supervisory Board,
  - (2) AUDI Aktiengesellschaft, Auto-Union-Straße 1, 85045 Ingolstadt ("**AUDI**"), represented by its Board of Management and Supervisory Board,
  - (3) Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Porscheplatz 1, 70436 Stuttgart ("**Porsche**"), represented by its Board of Management and Supervisory Board,
- (VOLKSWAGEN, AUDI and Porsche collectively the "**Companies**"),
- (4) AIG Europe S.A., German Regional Office, Neue Mainzer Straße 46-50, 60331 Frankfurt am Main ("**AIG**"),
  - (5) Allianz Global Corporate & Specialty SE, Königinstraße 28, 80802 Munich ("**AGCS**"),
  - (6) Great Lakes Insurance SE, Königinstraße 107, 80802 Munich ("**Great Lakes**"),
  - (7) HDI Global SE, HDI-Platz 1, 30659 Hanover ("**HDI**"),
  - (8) Liberty Mutual Insurance Europe SE, German Regional Office, Im Klapperhof 7-23, 50670 Cologne ("**Liberty**"),
  - (9) QBE Europe SA/NV, German Regional Office, Breite Straße 31, 40213 Düsseldorf ("**QBE**"),
  - (10) Tokio Marine Europe SA Sucursal en España, Torre Diagonal Mar, Planta 10, Josep Pla 2, 08019 Barcelona, Spain ("**TMHCC**"),
  - (11) XL Insurance Company SE, German Regional Office (simultaneously as legal successor of AXA Corporate Solutions Deutschland, branch office of AXA Corporate Solutions Assurance S.A., as well as of Catlin Insurance Company (UK) Ltd.), Colonia-Allee 10-20, 51067 Cologne ("**AXA XL**"),
  - (12) Zurich Insurance plc, German Branch Office, Platz der Einheit 2, 60327 Frankfurt am Main ("**Zurich**"),

(insurance companies nos. (4) to (12) including their co-insurers, the "**Insurers**")

(the Companies and Insurers each individually a "**Party**" and collectively the "**Parties**").

Where an Insurer acts as leading underwriter for an excess liability policy pursuant to paragraph (D) or (F) of the Preamble, it acts both in its own name and in the names of the co-insurers of the respective excess liability policy, unless otherwise explicitly provided for in this Coverage Settlement.

## Preamble

- (A) The *Companies* are automobile manufacturers, several Board of Management members and other *Insured Persons* under the VW D&O of which are said to have breached duties of care in connection with the so-called “**Diesel Issue**”. The term “Diesel Issue” refers in this context to the development, installation, distribution and other use of certain software functions in the engine control unit of the, inter alia, EA189 and EA288 diesel engines as well as various V-TDI engines that led to deviations between the exhaust emissions during dynamometer operation and road use, and all facts and circumstances related thereto, in particular those notified by VOLKSWAGEN with the notification of circumstances of 2015. For the purposes of this Coverage Settlement, the term covers the clarification and investigation of the matter at the *Companies* following the publication of the Notice of Violation by the US Environmental Protection Agency (“EPA”) on 18 September 2015, including the so-called “response management” and all measures taken for the preparation and conclusion of this settlement. A considerable number of official and court proceedings in connection with the *Diesel Issue* are still pending in Germany and abroad, including individual and class actions by customers, as well as by consumer and/or environmental organisations. The subject matter of these proceedings is essentially claims for damages or claims relating to the rescission of sales contracts. In the United States, the SEC has filed a lawsuit against VOLKSWAGEN before the United States District Court for the Northern District of California (3:19-cv-01393-CRB). Further, there are two Shareholder Derivate Actions dated 22 July 2020 and 28 April 2021 before the Supreme Court of the State of New York (Lambinet ./ Volkswagen AG as well as Lambinet and Robert C. Andersen ./ Volkswagen AG and others). Moreover, VOLKSWAGEN is involved in various proceedings with former employees before the labour courts. Investors from Germany and other countries have also sued VOLKSWAGEN for damages for the alleged fall in the share price as a consequence of supposed misconduct in relation to capital market communication in connection with the *Diesel Issue*. Furthermore, inter alia, the Braunschweig and Munich II public prosecutor's offices are conducting criminal proceedings inter alia against Professor Winterkorn and Mr Stadler, in particular on account of alleged fraud.
- (B) As at 31 December 2020, the *Companies*, its subsidiaries and other group companies (“**VOLKSWAGEN Group**”) have, according to information provided by VOLKSWAGEN, spent a total of at least EUR 32.2 billion for negative special factors in connection with the *Diesel Issue*. The amount is comprised of, among other things, the costs of recalls and field measures, compensation and settlement payments to dealers, internal investigation costs and fines.
- (C) Since 1 January 2012, VOLKSWAGEN has maintained a D&O insurance policy (“**Primary Policy**”) with Zurich with an insured sum of EUR 25 million which, together with several local policies (“**Local Policies**”, Primary Policy and Local Policies collectively also “**International Program Policies**”), comprise an international insurance program. The *Primary Policy* is additionally supplemented successively by various excess liability insurance policies (together with the *International Program Policies*, the “**VW Insurance Program**”). Volkswagen Financial Services AG maintains a separate D&O insurance, which is supplemented successively by various excess liability insurance policies (collectively “**VWFS Policy**”). Some of the excess liability insurance policies which supplement the *Primary Policy* serve at the same time as excess liability insurance policies for the *VWFS Policy*. Additionally, there is a separate D&O insurance for IAV GmbH Ingenieurgesellschaft Auto und Verkehr (“**IAV Policy**”), for which the *Primary Policy* acts as an insurance drop down and a difference in conditions insurance and contains an accumulation arrangement. *Porsche* maintained its own D&O insurance up to the

complete takeover by VOLKSWAGEN, which has been in run-off since 1 February 2011 ("**Porsche Policy**"). The *International Program Policies*, the excess liability insurance policies to the *Primary Policy*, the *VWFS Policy*, the *IAV Policy* and the *Porsche Policy* are referred to in this Agreement collectively as the "**VW D&O**" (and all of the Insurers of these policies are referred to collectively as the "**VW D&O Insurers**"). The VW D&O provides coverage to the persons defined in the insurance policies ("**Insured Persons**") who work or worked for the respective policyholder or other companies covered by the policy according to the insurance terms and conditions (in the *Primary Policy*, *AUDI* and *Porsche* among others), in particular in the event that claims for damages are asserted against *Insured Persons* or official proceedings are initiated against them. The *Insured Persons* include, in particular, former and current board members of the *Companies*.

(D) For the insurance period from 1 January 2015 to 1 January 2016, the VW insurance program comprised the following insurance policies (collectively, the "**2015 Insurance Program**"):

- Primary coverage and various Local Policies (integrated limits) with a maximum insured sum of EUR 25 million with Zurich (100%) ("**2015 Primary Coverage**")
- First excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 25 million) with AXA XL (100%) ("**First Excess Liability Insurance 2015**")
- Second excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 50 million) with AGCS (100%) ("**Second Excess Liability Insurance 2015**")
- Third excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 75 million) with AXA XL (100%) ("**Third Excess Liability Insurance 2015**")
- Fourth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 100 million) with AIG as lead underwriter (50%) and involvement of HDI (50%) ("**Fourth Excess Liability Insurance 2015**")
- Fifth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 150 million) with Liberty as lead underwriter (40%) and involvement of Allied World Assurance Company (Europe) dac ("**AWAC**") (30%), AXA XL (20%) and AGCS (10%) ("**Fifth Excess Liability Insurance 2015**")
- Sixth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 200 million) with TMHCC as lead underwriter (50%) and involvement of MSIG Insurance Europe AG ("**MSIG**") (30%) und CNA Insurance Company Ltd. ("**CNA**") (20%) ("**Sixth Excess Liability Insurance 2015**")
- Seventh excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 250 million) with QBE as lead underwriter (60%), Underwriters at Lloyd's Syndicate 4711 ("**Lloyd's 4711**") (20%) and R+V Allgemeine Versicherung AG ("**R+V**") (20%) ("**Seventh Excess Liability Insurance 2015**")
- Eighth excess liability insurance policy with a maximum insured sum of EUR 150 million (after EUR 300 million) with Great Lakes as lead underwriter (16.667%) and involvement of ArgoGlobal SE ("**ARGO**") (16.667%), Starr Managing Agents Ltd. for and on behalf of Starr Consortium 9885 ("**Starr**") (13.333%), Brit Syndicates Ltd. for and on behalf of Underwriters at Lloyd's Syndicate 2987 ("**Brit**") (10%), Royal and Sun Alliance Insurance Ltd. ("**RSA**") (10%), ANV Underwriters at Lloyd's Syndicate 1861 ("**ANV / Lloyd's 1861**") (6.667%), Arch Insurance (EU) dac ("**Arch**") (6.667%), AXA XL (6.667%), TMHCC (6.667%),

Underwriters at Lloyd's Syndicates 0623 and 2623 ("**Lloyd's 0623 and 2623**") (3.333%), and Underwriters at Lloyd's Syndicate 2468 ("**Lloyd's 2468**") (3.333%) ("**Eighth Excess Liability Insurance 2015**")

- Ninth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 450 million) with *AIG* as lead underwriter (50%) and participation of *Swiss Re International SE* ("**Swiss Re**") (50%) ("**Ninth Excess Liability Insurance 2015**")

The total insured sum of the *2015 Insurance Program* is therefore EUR 500 million. The insured sum in excess of EUR 300 million is only available for board members of VOLKSWAGEN.

(E) As of the 2016 insurance period, the Insurers excluded coverage for so-called "exhaust emission value manipulations" – with the exception of the response management defined in more detail – under the *VW D&O*.

(F) For the insurance period that has been running since 1 January 2021, the *VW* insurance program comprises the following insurance policies (collectively, the "**2021 Insurance Program**"):

- Primary coverage with a maximum insured sum of EUR 25 million with *Zurich* (100%) ("**2021 Primary Coverage**")
- First excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 25 million) with *Berkshire Hathaway International Insurance Limited*, Zweigniederlassung Cäcilienstraße 30, 50667 Cologne ("**Berkshire Hathaway**") (100%) ("**First Excess Liability Insurance 2021**")
- Second excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 75 million) with *AXA XL* as lead underwriter (60%) and participation of *AIG* (40%) ("**Second Excess Liability Insurance 2021**")
- Third excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 100 million) with *HDI* as lead underwriter (30%) and involvement of *AIG* (30%), *QBE* (20%), *Generali Deutschland AG* ("**Generali**") (10%), *ANV / Lloyd's 1861* (5%) and *Navigators / The Hartford Underwriters at Lloyd's Syndicate 1221* ("**Navigators / The Hartford / Lloyd's 1221**") (5%) ("**Third Excess Liability Insurance 2021**")
- Fourth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 150 million) with *Liberty* as lead underwriter (50%) and participation of *Beazley Insurance dac, German Branch Office* ("**Beazley**") (30%), *Lloyd's Insurance Company S.A. CVS 5337* (10%), as well as *AXA XL* (10%) ("**Fourth Excess Liability Insurance 2021**")
- Fifth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 200 million) with *TMHCC* as lead underwriter (50%) and involvement of *MSIG* (30%) and *Generali* (20%) ("**Fifth Excess Liability Insurance 2021**")
- Sixth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 250 million) with *ERGO Versicherung AG* as lead underwriter (30%) and participation of *Generali* (20%), *AIG* (10%), *ANV / Lloyd's 1861* (10%), *Ryan Specialty Group Denmark A/S* (10%), *Lloyd's Insurance Company S.A. WRB 5340* (10%), *Volante Ltd.* ("**Volante**") (7.5%) and *Aviva Insurance Ltd.* ("**Aviva**") (2.5%) ("**Sixth Excess Liability Insurance 2021**")

- Seventh excess liability insurance policy with a maximum insured sum of EUR 100 million (after EUR 300 million) with *Great Lakes* as lead underwriter (15%) and participation of AGCS (15%), *TMHCC* (10%), *Newline Europe Versicherung AG* (10%), *Underwriters at Lloyd's Syndicate 5000* (9.5%), *Aviva* (6.25%), *IGI – International General Insurance Ltd.* (5.5%), *MSIG* (5%), *R+V* (10%), *SI Insurance (Europe)*, *SA* (5%), *UNIQA Österreich Versicherungen AG* (5%) and *Volante* (3.75%) ("**Seventh Excess Liability Insurance 2021**")
- Eighth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 400 million) with *Swiss Re* as lead underwriter (50%) and participation of *Arch Reinsurance Ltd.* (20%), *AIG* (10%), *VALE Insurance Partners Europe, BV* (10%) and *Beazley* (10%) ("**Eighth Excess Liability Insurance 2021**")
- Ninth excess liability insurance policy with a maximum insured sum of EUR 15 million (after EUR 450 million) with *Liberty* as lead underwriter (66.67%) and participation of *AXIS Specialty Europe SE* (33.33%) ("**Ninth Excess Liability Insurance 2021**")
- Tenth excess liability insurance policy with a maximum insured sum of EUR 10 million (after EUR 465 million) with *CHUBB European Group SE* (100%) ("**Tenth Excess Liability Insurance 2021**")
- Eleventh excess liability insurance policy with a maximum insured sum of EUR 5 million (after EUR 475 million) with *HDI* (100%) ("**Eleventh Excess Liability Insurance 2021**")

The total insured sum of the *2021 Insurance Program* is therefore EUR 480 million. The insured sum in excess of EUR 300 million is, once again, only available for board members of *VOLKSWAGEN*.

*Zurich* and insurers of the *Local Policies* have made payments under the *2015 Primary Coverage* for legal defence costs of the *Insured Persons* in connection with some of the proceedings mentioned in (A), among other things in connection with criminal investigations and various proceedings in the US.

- (G) Based on their investigations, the *Companies* are of the view that the former Chairman of the Board of Management of *VOLKSWAGEN*, Professor Winterkorn, the former member of the Board of Management of *VOLKSWAGEN* and Chairman of the Board of Management of *AUDI*, Mr Stadler, the former members of the Board of Management of *AUDI*, Professor Hackenberg and Dr Knirsch, as well as the former *Porsche* Board of Management member Mr Hatz have committed violations in connection with the *Diesel Issue*.
- (H) Accordingly, on 26 March 2021, the *Companies* called upon Professor Martin Winterkorn, Mr Rupert Stadler, Professor Ulrich Hackenberg, Dr Stefan Knirsch and Mr Wolfgang Hatz to pay damages in connection with the *Diesel Issue*. Prior to this, in the course of a proceeding for protection against dismissal before the courts for labour matters, claims had been asserted against a (former) employee of *VOLKSWAGEN*, Dr Heinz-Jakob Neußer (former member of the so-called Board of Management for the Volkswagen Passenger Cars brand) (together with Professor Winterkorn, Mr Stadler, Professor Ulrich Hackenberg, Dr Knirsch and Mr Hatz, the "**Persons against whom Claims are Asserted**"), as well as against other (former) employees of the *Companies*. The *Persons against whom Claims are Asserted* have disputed their obligation to pay damages by way of their attorneys with respect to the merits and the amount.

- (I) VOLKSWAGEN is of the opinion that these claims for damages and the underlying facts and circumstances pertain to the *2015 Insurance Program*, as well as the *2021 Insurance Program*. The Insurers have argued that coverage could at best exist under the *2015 Insurance Program* and reserved the right to make further arguments.
- (J) The *Companies* intend to conclude agreements with the Persons against whom Claims are Asserted – with the exception of Dr Neußer and Professor Dr Hackenberg, who was not willing to enter into a settlement agreement – out of court on the liability claims mentioned under (H) (“**Liability Settlements**”), which will enter into force if the General Meetings of the respective *Companies* consent to the Liability Settlements, there is no objection, recorded in the minutes, to the resolution by a minority, the aggregate of whose shares is at least equivalent to one tenth of the share capital of the respective *Company* (section 93(4), sentence 3 German Stock Corporation Act), and the present coverage settlement enters into force.
- (K) The *Parties* intend
- while maintaining their respective legal positions,
  - without acknowledging any legal obligation to do so and
  - without prejudice in terms of any legal disputes

to agree upon a provision on the coverage claims which is to be comprehensive and definitive on the matter. Apart from the *Diesel Issue*, the “**Relevant Facts and Circumstances**” to which the legal relationships under insurance law that are regulated in this Coverage Settlement pertain also include other potential manipulations, falsifications or misrepresentations of or pertaining to exhaust emissions, consumption levels or performance values of engines within the *VOLKSWAGEN Group* (“**Exhaust Emission and Consumption Value Manipulations**”). It is immaterial which measures or circumstances are the cause for *Exhaust Emission and Consumption Value Manipulations* (e.g., manipulations of software or hardware) or to whom potential misstatements were made (e.g., authorities, merchants or customers). The term “**Consumption Value**” includes the consumption values of, inter alia, all fuels of a vehicle (e.g., gasoline, diesel, electric energy, oil). The term “**Relevant Facts and Circumstances**” includes in particular – but is not limited to – the assertion of claims in connection with damages claims under civil law, criminal investigations, regulatory, official or other proceedings and claims which are introduced, initiated, announced or raised due to *Exhaust Emission and Consumption Value Manipulations* on cars with diesel or petrol engines (regardless of type) and violations of disclosure obligations or accounting provisions in connection with *Exhaust Emission and Consumption Value Manipulations*. The term *Relevant Facts and Circumstances* further includes potential agreements in violation of antitrust law in connection with the *Diesel Issue* and other *Exhaust Emission and Consumption Value Manipulations* including related investigations, proceedings and assertions of claims.

- (L) It was not possible to reach a settlement with *Berkshire Hathaway* as Insurer of the First Excess Liability Insurance 2021. *Berkshire Hathaway* is therefore not a party to this Coverage Settlement.

Now therefore, the Parties hereto agree to the following provisions:

## 1. Payment obligations of the Insurers

- 1.1 In order to settle the *Relevant Facts and Circumstances*, the Insurers shall, in accordance with the following provisions, pay a total amount of EUR 270,015,000.00 minus the payments already made (see section 1.2) and the insurance payments that are still to be made to *VOLKSWAGEN, AUDI* and *Porsche* pursuant to section 2 into an account to be designated by *VOLKSWAGEN*. Of this amount, *VOLKSWAGEN* shall pass on a share of 34.18 percent to *AUDI* and a share of 14.5 percent to *Porsche*.
- 1.2 The Insurers of the *2015 Insurance Program* shall each bear, as individual debtors of the total settlement amount under the *2015 Insurance Program* of EUR 261,890,000.00, in accordance with the percentage of their respective participation in the *Primary Policy* and/or the excess liability policies of the *2015 Insurance Program* (cf. paragraph (D) of the Preamble), the following amounts (the respective share of the *Insurer* hereinafter referred to as the "**2015 Settlement Amount**") unless specified otherwise as follows:
- a) *2015 Primary Coverage*: EUR 25,000,000.00
  - b) *First Excess Liability Insurance 2015*: EUR 22,000,000.00
  - c) *Second Excess Liability Insurance 2015*: EUR 21,750,000.00
  - d) *Third Excess Liability Insurance 2015*: EUR 20,525,000.00
  - e) *Fourth Excess Liability Insurance 2015*: EUR 35,000,000.00
  - f) *Fifth Excess Liability Insurance 2015*: EUR 32,500,000.00
  - g) *Sixth Excess Liability Insurance 2015*: EUR 23,000,000.00, of which EUR 12,500,000.00 are to be borne by *TMHCC*, EUR 7,500,000.00 by *MSIG* and EUR 3,000,000.00 by *CNA*, each as individual debtors
  - h) *Seventh Excess Liability Insurance 2015*: EUR 25,500,000.00
  - i) *Eighth Excess Liability Insurance 2015*: EUR 45,615,000.00
  - j) *Ninth Excess Liability Insurance 2015*: EUR 11,000,000.00

In order to ascertain the amount to be paid by the respective *Insurer* into the account pursuant to section 1.1, the following shall be deducted from the *2015 Settlement Amount*:

- i) the EUR sums of those insurance payments – in particular defence costs – which the *VW D&O Insurers* have already rendered for insured events they attributed to the *Relevant Facts and Circumstances*, or other insured events they attributed to the *2015 insurance period* under the *VW D&O*, or will be rendering by the time the amount of the payment falls due (i.e. not via the Provisions Account pursuant to section 2.1). Payments from *Local Policies* shall be treated in this regard as payments from the *Primary Policy*, regardless of which *Insurer* has rendered them. With a deduction, the respective *VW D&O Insurer* tacitly declares an irrevocable waiver of a recovery of the insurance payments deducted; *Zurich* also declares this in the name of the Insurers of the *Local Policies* (as defined in paragraph (C) of the Preamble). All of the other *Insurers* hereby consent to such a waiver as a matter of precaution; and
- ii) those payments which the *Insurers* have to pay into the Provisions Account pursuant to section 2.2.

- 1.3 The *Insurers of the 2021 Insurance Program* shall each bear, as individual debtors of the total settlement amount under the *2021 Insurance Program* in the amount of EUR 8,125,000.00, in accordance with the percentage of their respective participation in the *Primary Policy* and/or the excess liability policies of the *2021 Insurance Program* (cf. (B) of the Preamble), the following amounts (the respective share of the *Insurer* hereinafter referred to as the “**2021 Settlement Amount**”):
- a) 2021 Primary Coverage: EUR 3,500,000.00
  - b) Second Excess Liability Insurance 2021: EUR 1,625,000.00
  - c) Third Excess Liability Insurance 2021: EUR 3,000,000.00
- 1.4 The payment sums pursuant to sections 1.2 and 1.3 shall fall due within one month after the prerequisites for the entry of this Coverage Settlement into force pursuant to section 7.1 are met, *VOLKSWAGEN* notifies the *Insurers* thereof and discloses the bank account for the instruction to make the payments. Each *Insurer* shall have the right to pay before the amount becomes due.

The payments to be made by the *Insurers* as individual debtors are enumerated in the **Annex** to this agreement.

- 1.5 The Parties unanimously assume that the settlement amounts involve genuine damages payments and consequently no VAT is to be charged on the payments to be rendered by the *Insurers*. Any legal risk with regard to the VAT shall be borne by the *Companies*. For the *Insurers*, the payment of the aforementioned settlement amounts shall also be conclusive in this regard. However, they shall, within reasonable limits, provide the *Companies* with any information and documents which are relevant for an examination of the consequences under tax law or where their presentation to the tax authorities would be necessary or expedient.

## 2. Provisions for future insurance payments

- 2.1 *Zurich*, as the primary insurer of the *VW D&O*, shall open a separate bank account (“**Provisions Account**”), which shall be administered for *VOLKSWAGEN* in trust and from which further insurance payments under the *VW D&O* shall be rendered for the *Relevant Facts and Circumstances* by *Zurich* and in accordance with the following provisions, provided that an *Insured Person* can still demand defence coverage and/or indemnification against liability claims from the *Insurers of the VW D&O*, even in consideration of the Liability Settlements and this Coverage Settlement, or this is the subject of a dispute. Payments made from the *Provisions Account* shall expressly not be rendered on coverage claims of the insured companies.
- 2.2 The following one-time payments shall be made to the *Provisions Account* from the *2015 Settlement Amounts*:
- a) AXA XL: EUR 30,000,000 and
  - b) AGCS: EUR 20,000,000.

However, the amount of the payment into the *Provisions Account* by the *Insurers* shall in every case be limited in amount to the sum agreed upon in section 1.2 a) to j) minus the insurance payments which have already been made or are yet to be made pursuant to section 1.2 (i).

Section 1.4 shall apply for the payment into the *Provisions Account* *mutatis mutandis*.

- 2.3 Insurance payments under section 2.1 shall only be granted subject to the contractual provisions of the VW D&O for the respective relevant insurance period and the statutory provisions. *Zurich* shall be entitled to settle claims of *Insured Persons* arising from or in connection with the *Relevant Facts and Circumstances* out of the *Provisions Account* if the claims are substantiated in its view or, in case of dispute, if an amicable agreement or another favourable solution can be achieved. An insurance payment pursuant to this section 2 shall not release *Berkshire Hathaway* from a primary duty to assume liability.
- 2.4 The administrative costs, including expenses incurred by *Zurich* for services rendered by third parties, expenses for the defence against unjustified claims to coverage and an appropriate remuneration for the settlement services, shall be charged to the *Provisions Account*. Should claims be made against other VW D&O Insurers on the grounds of the *Relevant Facts and Circumstances*, they will refer the claimant to *Zurich*; in the case of a dispute in court, their expenses are to be charged to the *Provisions Account* as well. In carrying out the settlement, *Zurich* shall act with the same care that it customarily exercises in its own affairs as an insurer. At the same time, *Zurich* shall bear liability for financial losses within the scope of liability based on fault only in cases of intent. This shall also apply with regard to breaches of duty by persons whose fault *Zurich* must allow to be attributed to it under the statutory provisions and in favour of such persons.
- 2.5 Should *Insured Persons* – regardless of the basis in law – be obliged to make refunds of insurance payments they received from the *Provisions Account*, these shall be paid into the *Provisions Account*. Should the *Provisions Account* already be dissolved pursuant to section 2.6, the payments shall be made into the account to be designated by VOLKSWAGEN. Section 1.1, sentence 2 applies mutatis mutandis.
- 2.6 The accounting of the *Provisions Account*, in particular of the insurance payments made from it, expenses and remunerations, shall be carried out by *Zurich* within 4 weeks after the end of each calendar half-year. *Zurich* shall provide VOLKSWAGEN with the accounting of its own accord. The accounting shall be carried out for the last time on 31 December of the year
- a) in which the *Provisions Account* no longer has a credit balance or
  - b) in which the last pending claims known and notified to *Zurich* or ongoing proceedings in connection with the *Relevant Facts and Circumstances* are decided with final and binding effect or the dispute has been otherwise resolved,
- but no later than 31 December 2027. The credit balance on the *Provisions Account* shall be paid out to VOLKSWAGEN within one month after this final accounting into the account to be designated by VOLKSWAGEN. Section 1.1, sentence 2 applies mutatis mutandis.
- 2.7 *Zurich* has the right to inform the Insurers on the current status of the payments made. *Zurich* is obliged to likewise inform the *Insurers* upon request.

### **3. Effect of being satisfied and settled**

- 3.1 The *Parties* agree that, with the fulfilment of the conditions precedent pursuant to section 7.1 of this Agreement and payment in full of the respective settlement amounts to be paid by the individual *Insurers* pursuant to section 1 of this Coverage Settlement and payment of the relevant amounts into the *Provisions Account* for future insurance payments pursuant to section 1 of this Coverage Settlement,

- a) all coverage claims of *Insured Persons* as well as of the *Companies* and other insured undertakings for insured events and facts and circumstances based on or in connection with the *Relevant Facts and Circumstances*, irrespective of under which policy of which policyholder the claims fall or which insurance period they relate to; and
- b) all coverage claims of *Insured Persons* as well as of the *Companies* and other insured undertakings for insured events that occurred in the *2015 insurance period* or are to be allocated to this period for reasons pertaining to insurance contract law,

shall be deemed satisfied and settled vis-à-vis the *VW D&O Insurers* insofar as the *Parties* are authorised to dispose of the coverage claims in accordance with the contractual provisions and the German Insurance Contract Act.

At the same time, the *Companies* undertake to never or no longer assert potential coverage claims in or out of court. The *Companies* shall – to the extent legally permissible – also ensure and work towards ensuring that *VOLKSWAGEN Group companies* likewise will not (or will no longer) assert, assign or otherwise transfer such claims against *VW D&O Insurers*.

- 3.2 The effect of being satisfied and settled pursuant to section 3.1 shall apply irrespective of whether this involves current or future, known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation; in particular, the *Parties* agree that no further claims can be asserted against the *VW D&O Insurers* under the *VW D&O* on the basis of or in connection with the *Relevant Facts and Circumstances*. The effect of being satisfied and settled pursuant to section 3.1 shall apply to the *VW D&O Insurers* not involved in this Coverage Settlement in the sense of a genuine contract for the benefit of third parties.
- 3.3 The payments to be made by the individual *Insurers* pursuant to sections 1.1 and 1.3 falling under the *2021 insurance period* shall be set off against the insured sum under the respective insurance policy from the *2021 insurance period*. Beyond that, the payments made by the *Insurers* of the *2021 insurance period* pursuant to sections 1.1 and 1.3 shall completely exhaust the insured sums of the *2021 Primary Coverage* and the *Second Excess Liability Insurance*, as well as the subsequent excess liability insurances of the *2021 Insurance Program* for all facts and circumstances and claims based on or in connection with the *Relevant Facts and Circumstances*.
- 3.4 The effect of being settled pursuant to sections 3.1 to 3.3 shall apply to the benefit of the *Insurers* which have paid their respective settlement amounts pursuant to section 1 and made their respective payments pursuant to section 2 of this Coverage Settlement in full, irrespective of whether other *Insurers* have also paid their settlement amounts. In relation to the *VW D&O Insurers* which do not have to pay a settlement amount under the *2021 insurance period*, the effect of being settled pursuant to sections 3.1 to 3.3 shall apply once the conditions precedent in section 7.1 are met.
- 3.5 Section 2 shall remain unaffected by the effect of being satisfied and settled pursuant to sections 3.1 to 3.3 above. Claims of *Insured Persons* to insurance payments in accordance with the pertinent insurance terms and conditions of the *VW D&O* against *VW D&O Insurers* for proceedings and claims asserted in connection with the *Relevant Facts and Circumstances* shall be settled by the *VW D&O Insurers* in accordance with section 2 via the *Provisions Account* or – if the *Provisions Account* has been exhausted – shall be paid by the *VW D&O Insurers* after indemnification by *VOLKSWAGEN* in the context of the provisions of section 4. The *Parties* agree that this Coverage Settlement as well as the *Liability Settlements* and the settlements of claims contained therein do not have any impact on the insurance cover provided by section 3.3.4 of the *Primary Policy*.

For the avoidance of doubt, the *Parties* state that this counter-exception shall not apply to any coverage claims by insured *Companies*.

- 3.6 With the fulfilment of the conditions precedent pursuant to section 7.1 of this Agreement and receipt of the settlement amount in accordance with section 1 of this Agreement, the *Companies* undertake to never or no longer assert in or out of court claims against current or former members of the Boards of Management of the *Companies* ("**Board of Management Members**") based on or in connection with the *Relevant Facts and Circumstances*. This is a genuine contract for the benefit of third parties for the benefit of the Board of Management Members that can no longer be amended without the consent of the beneficiary (section 328(2) German Civil Code) and which applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation.

The *Companies* warrant that they have not assigned such claims and undertake not to make any such assignments or otherwise transfer claims.

The *Companies* shall – to the extent legally permissible – ensure and work towards ensuring that *VOLKSWAGEN GROUP companies* likewise will not (or will no longer) assert, assign or otherwise transfer such claims against *Board of Management members*.

- 3.7 With the fulfilment of the conditions precedent pursuant to section 7.1 of this Agreement and receipt of the settlement amount in accordance with section 1 of this Agreement, the *Companies* undertake to never or no longer assert in or out of court claims against any other *Insured Persons* based on or in connection with the *Relevant Facts and Circumstances*. This is a genuine contract for the benefit of third parties for the benefit of the *Insured Persons* that can no longer be amended without the consent of the beneficiary (section 328(2) German Civil Code) and which applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation.

The *Companies* warrant that they have not assigned such claims and undertake not to make any such assignments or otherwise transfer claims.

The *Companies* shall – to the extent legally permissible – ensure and work towards ensuring that *VOLKSWAGEN GROUP companies* likewise will not (or will no longer) assert, assign or otherwise transfer such claims against *Insured Persons*.

- 3.8 Pursuant to section 93(4), sentence 3 German Stock Corporation Act, a waiver of liability claims against (former) board members cannot be made if less than three years have elapsed since they arose. Such claims are therefore excluded from the provisions of sections 3.6 and 3.7 as well as section 3.10.

- 3.9 In all other respects, the settlement agreed upon in sections 3.6 and 3.7 for claims of the *Companies* due to or in connection with the *Diesel Issue* shall apply comprehensively. The settlement shall not apply for other claims of the *Companies* due to or in connection with the *Relevant Facts and Circumstances* insofar as it is ascertained that insurance protection does not exist for such claims under the *VW D&O*, regardless of which insurance period is involved; the burden of proof for this shall be borne by the *Companies*.

- 3.10 With regard to the *Persons against whom Claims are Asserted*, the stipulations in sections 3.6 and 3.7 shall not apply, but rather those in the Liability Settlements entered into with these persons. If they have not concluded a liability settlement or such settlement becomes invalid or is declared void, the *Companies* may, in derogation of sections 3.6 and 3.7, continue to bring actions against the *Persons against whom Claims are Asserted*, but only for that part of the claim which would remain had the *Insurers* also spent the difference between the settlement amounts pursuant to section 1 and the maximum insurance sums for the *2015 insurance period* and the *2021 insurance period* for insurance payments. With regard to the remaining part, the *Companies* undertake to never assert claims against the *Persons against whom Claims are Asserted* due to or in connection with the *Relevant Facts and Circumstances* in or out of court.

This is a genuine contract for the benefit of third parties for the benefit of the *Persons against whom Claims are Asserted*, which applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation. However, the two preceding sentences shall not apply insofar as the *Persons against whom Claims are Asserted* would not have been insured for reasons other than the exhaustion of the insured sum. This shall not affect the provisions in section 4.

#### 4. Indemnifications

- 4.1 Should, based on or in connection with the *Relevant Facts and Circumstances*, claims be asserted against one or more *VW D&O Insurers*, *VOLKSWAGEN*, foregoing the right to set-off and the right of retention, shall indemnify the *VW D&O Insurers*, inter alia,
- a) against all claims to insurance payments, especially indemnification claims under liability insurance law and claims to the assumption of the costs of legal protection of *Insured Persons*; and
  - b) against associated necessary judicial and extrajudicial costs, including the *Insurers'* own costs up to a reasonable amount, especially lawyers' fees for the review and/or defence of claims to insurance payments. The costs shall be considered necessary and reasonable if they are in line with previous regulatory practice; and
  - c) against default interest and interest accruing from the date of the proceedings becoming pending on coverage claims; and
  - d) against the costs of providing security or similar expenses caused by the *Insurers* in defending against coverage claims in court in order to prevent the enforcement of a court ruling.

For the avoidance of doubt, the *Parties* agree that *VOLKSWAGEN's* indemnification obligation shall exist in particular for claims to insurance payments that have not been satisfied and settled vis-à-vis the persons entitled to the claims or third parties pursuant to sections 3.1 to 3.3 of this Agreement because the *Parties* are not authorised to dispose of the claims under the contractual provisions or the German Insurance Contracts Act or because the *Parties* could not agree or have not agreed on satisfaction and settlement with effect vis-à-vis the persons entitled to the claims or third parties for other reasons. Insofar as *VW D&O Insurers* are not party to this Agreement, this is a genuine contract for the benefit of third parties for the benefit of these *VW D&O Insurers* which applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation.

- 4.2 The indemnification obligation pursuant to section 4.1 shall, with regard to the *2015 Insurance Program 2015*, extend to such claims against one or several Insurers of the *VW D&O* which are not related to the *Relevant Facts and Circumstances*.
- 4.3 The indemnification obligation pursuant to section 4.1 shall not apply
- a) insofar as the coverage claims can be settled via a remaining credit balance in the *Provisions Account* pursuant to section 2; or
  - b) if the *Insured Person* against whom claims are asserted
    - aa) acknowledges corresponding claims for damages with the explicit consent of the Insurers,
    - bb) reaches a settlement in respect of these with the explicit consent of the Insurers or
    - cc) allows existing defence options to finally and conclusively expire without being used, with the explicit consent of the Insurers,

without VOLKSWAGEN having explicitly consented to such a course of action. VOLKSWAGEN shall be deemed to have given its consent if it does not explicitly object to a corresponding inquiry from the Insurers within two weeks. Irrespective of this, VOLKSWAGEN's indemnification obligation shall continue to exist if the Insurers are obliged to provide coverage. The Insurers shall bear the burden of proof in this regard.

- 4.4 The indemnification obligation shall moreover not apply if the VW D&O Insurers acknowledge corresponding coverage claims without VOLKSWAGEN's prior explicit consent, reach a settlement in respect of these or knowingly allow defence options of which they are aware to finally and conclusively expire without being used, unless the VW D&O Insurers had in particular to issue an acknowledgment or were otherwise obliged to take one of the above actions based on the applicable insurance terms and conditions or statutory provisions. Section 4.3, sentence 2 applies mutatis mutandis.
- 4.5 Insofar as insurance payments are to be repaid by the Insured Persons, the VW D&O Insurers shall forward these amounts to VOLKSWAGEN, AUDI and Porsche into the account to be designated by VOLKSWAGEN (section 1.1) without undue delay after repayment by the Insured Persons. Section 1.1, sentence 2 applies mutatis mutandis.
- 4.6 The limitation period for an indemnification claim shall start to run at the earliest on the assertion of the respective claim against the Insurers. The statutory provisions on the expiry of the limitation period shall otherwise apply.
- 4.7 AUDI and Porsche shall indemnify VOLKSWAGEN to the extent that the underlying facts and circumstances relate to the respective Company. The Companies shall not be jointly and severally liable in this regard.

## **5. Claims for recourse and compensation, recovery claims**

- 5.1 The Insurers shall not assert any claims for recourse or compensation on account of payments made by them based on their own rights or rights transferred by statutory subrogation, in particular based on section 86 German Insurance Contracts Act, against the Companies, Insured Persons or third parties. The Insurers shall, at VOLKSWAGEN's request, assign such claims to one of the Companies or a third party. The transferee shall be designated by VOLKSWAGEN.
- 5.2 Insofar as the prerequisites for this laid down in the insurance policies and by law have been met, VOLKSWAGEN may request that the Insurers which are entitled to the claims in question at the time of such request assert recovery claims against Insured Persons on account of payments from the Provisions Account (section 2.5) or payments made by the Insurers in respect of which VOLKSWAGEN was obliged to issue an indemnification pursuant to section 4.1. The Insurers may request that VOLKSWAGEN reimburse all expenses, including internal costs up to a reasonable amount, incurred by them in connection with the request.

For the avoidance of doubt, the Parties state that this does not apply to payments the recovery of which has been waived by the Insurers pursuant to section 1.2(i) or to amounts paid to the Companies pursuant to section 1.

## **6. Berkshire Hathaway Carve out**

- 6.1 This Coverage Settlement shall not have any legal effect in favour of Berkshire Hathaway, which did not wish to conclude this Coverage Settlement, insofar as this is permissible under the provisions of the insurance policies and the statutes. In particular, insofar as this is permissible under the provisions of the insurance policies and the statutes, Berkshire Hathaway shall be excluded from all of the effects of this Agreement which benefit the VW D&O Insurers, specifically

- a) the effect of being satisfied and settled in section 3.1, section 3.2 and section 3.4 and
  - b) the indemnification obligations in favour of the *VW D&O Insurers* in section 4.1.
- 6.2 In derogation of section 3.10 sentences 2 to 6, liability claims against the *Persons against whom Claims are Asserted* shall exist in full and be enforceable. However, the *Companies* undertake to limit the compulsory enforcement under any liability judgments against the *Persons against whom Claims are Asserted*
- a) to their indemnification claims against *Berkshire Hathaway* under the insurance policies and
  - b) otherwise to the scope regulated in section 3.10 sentences 2 to 6 or – insofar as a liability settlement has been concluded with the relevant *Persons against whom Claims are Asserted* – to the scope regulated in the relevant liability settlement.
- 6.3 The *Companies* intend to enforce *Berkshire Hathaway's* insurance obligation with regard to the *Relevant Facts and Circumstances*, including in court if necessary. However, in doing so they shall not be bound to the settlement amount and other settlement terms that were offered to *Berkshire Hathaway* in the course of the negotiations on this Coverage Settlement.

## **7. Entry into effect**

- 7.1 The Coverage Settlement shall enter into effect subject to the condition precedent
- a) that the General Meetings of the *Companies* approve the Coverage Settlement and
  - b) that there is no objection, recorded in the minutes, to the resolution by a minority, the aggregate of whose shares is at least equivalent to one tenth of the share capital of the respective *Company*.

The condition precedent shall be deemed to have definitively ceased to apply should it not have been fulfilled by 31 December 2021.

- 7.2 Should nullity actions pursuant to section 249 German Stock Corporation Act and/or actions for avoidance pursuant to section 246 German Stock Corporation Act be filed against one or more of the resolutions within the meaning of section 7.1, this shall not affect the processing of the Coverage Settlement until final and binding judgments have been rendered in favour of the plaintiffs, unless mandatory legal provisions stipulate otherwise. Should a final and binding judgment be rendered in favour of the plaintiff in such an action, the *Parties* must return the payments made to one another with the exclusion of the pleas arising from sections 814, 818(3) German Civil Code and the right to set-off and the right of retention.
- 7.3 The entry into effect of this Coverage Settlement does not depend on the conclusion and entry into effect of the Liability Settlements with the *Persons against whom Claims are Asserted*. The conditions laid down in sections 3.1 and 3.10 for the effect of being satisfied to arise vis-à-vis the *Persons against whom Claims are Asserted* shall not be affected by this.

7.4 The *Parties* further agree the following with regard to the entry into effect of this Coverage Settlement:

- a) The *Companies* have instructed and authorised Gleiss Lutz to receive and make all notifications and declarations in connection with this Settlement Agreement. In the same way, the *Insurers* instruct and authorise DLA Piper. The other *Parties* must be informed of any amendment to these notification and declaration authorisations two weeks in advance.
- b) Each *Party* shall send the following to Gleiss Lutz:
  - aa) by e-mail in advance: a scanned copy of the Coverage Settlement signed by it and initialled by it on each page;
  - bb) by post or by courier: 18 original copies of the full Coverage Settlement, initialled on each page, including the signature pages signed by hand.
- c) The *Parties* irrevocably authorise Gleiss Lutz to put the original copies of the signature pages together with one original copy of the Settlement Agreement in each case and to send these to the *Parties*. Accordingly, the *Parties* irrevocably authorise Gleiss Lutz to put the scans sent by e-mail in advance together to form an electronic document.
- d) This Settlement shall already enter into effect if Gleiss Lutz has sent the electronic document created in accordance with the above provision to DLA Piper by e-mail. The written form requirement pursuant to section 9.2 shall not apply in this regard.

#### **8. Costs incurred in connection with the conclusion of this Agreement**

Each *Party* shall bear the costs incurred and yet to be incurred by it in connection with the preparation and implementation of this Coverage Settlement itself.

#### **9. Miscellaneous**

9.1 There are no side agreements to this Coverage Settlement.

9.2 Unless a different form is stipulated by mandatory law or this Coverage Settlement,

- a) amendments to this Coverage Settlement must be in written form within the meaning of section 126 German Civil Code excluding section 127(2) German Civil Code;
- b) text form within the meaning of section 126b German Civil Code shall suffice for other notifications, requests, objections or other declarations.

9.3 The *Companies* have irrevocably instructed and authorised Volkswagen Insurance Brokers GmbH to make as well as to receive declarations pursuant to section 4.4 and 4.5.

9.4 All disputes arising out of or in connection with this Coverage Settlement are subject to German law under the exclusion of the rules on the conflict of laws.

- 9.5 All disputes arising out of this Coverage Settlement or pertaining to its validity are to be finally decided upon under the Arbitration Rules by the German Arbitration Institute (DIS) under exclusion of the right to bring suit before a state court.
- a) The Arbitral Tribunal consists of three Arbitrators.
  - b) The place of arbitration is Frankfurt am Main.
  - c) The proceedings are to be conducted in German.
- 9.6 Should a provision of this Coverage Settlement be or become invalid or unenforceable in whole or in part, or should there prove to be an omission when this Coverage Settlement is implemented, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or the omission remedied by a reasonable and legally permissible provision that comes closest in economic terms to what the Parties wanted or would have wanted had they considered the invalidity or unenforceability or the omission.

## Annex

Excess Layer	Insurer	2015 Settlement Amount (EUR)
0	Zurich*	25,000,000.00
1	AXA XL*	22,000,000.00
2	AGCS*	21,750,000.00
3	AXA XL*	20,525,000.00
4	AIG	17,500,000.00
4	HDI	17,500,000.00
5	Liberty	13,000,000.00
5	AWAC	9,750,000.00
5	AXA XL	6,500,000.00
5	AGCS	3,250,000.00
6	TMHCC	12,500,000.00
6	MSIG	7,500,000.00
6	CNA	3,000,000.00
7	QBE	15,300,000.00
7	Lloyd's 4711	5,100,000.00
7	R+V	5,100,000.00
8	ARGO	7,602,500.00
8	Great Lakes	7,602,500.00
8	Starr	6,082,000.00
8	Brit	4,561,500.00
8	RSA	4,561,500.00
8	ANV / Lloyd's 1861	3,041,000.00
8	Arch	3,041,000.00
8	AXA XL	3,041,000.00
8	TMHCC	3,041,000.00
8	Lloyd's 0623 und 2623	1,520,500.00
8	Lloyd's 2468	1,520,500.00
9	AIG	5,500,000.00
9	SwissRe	5,500,000.00
	<b>Total</b>	<b>261,890,000.00</b>

Excess Layer	Insurer	2021 Settlement Amount (EUR)
0	Zurich	3,500,000.00
2	AXA XL	975,000.00
2	AIG	650,000.00
3	AIG	900,000.00
3	HDI	900,000.00
3	QBE	600,000.00
3	Generali	300,000.00
3	ANV / Lloyd's 1861	150,000.00
3	Navigators / The Hartford / Lloyd's 1221	150,000.00
	<b>Total</b>	<b>8,125,000.00</b>

\* Minus the amounts to be deducted pursuant to sections 1.2 i) and ii)

d) **Coverage settlement between Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Volkswagen Aktiengesellschaft and AUDI Aktiengesellschaft on the one hand and Berkshire Hathaway European Insurance DAC on the other hand dated 15 July 2025**

**Coverage Settlement**

between

- (1) VOLKSWAGEN AKTIENGESELLSCHAFT, Berliner Ring 2, 38440 Wolfsburg ("**VOLKSWAGEN**"), represented by its Board of Management and Supervisory Board,
- (2) AUDI Aktiengesellschaft, Auto-Union-Straße 1, 85045 Ingolstadt ("**AUDI**"), represented by its Board of Management and Supervisory Board,
- (3) Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Porscheplatz 1, 70436 Stuttgart ("**Porsche**"), represented by its Board of Management and Supervisory Board,

(VOLKSWAGEN, AUDI and Porsche collectively the "**Companies**"),

and

- (4) Berkshire Hathaway European Insurance DAC, Germany, Cäcilienstraße 30, 50667 Cologne ("**BERKSHIRE HATHAWAY**")

(the *Companies* and *BERKSHIRE HATHAWAY* each individually a "**Party**" and collectively the "**Parties**").

**Preamble**

- (A) The *Companies* are automobile manufacturers, several Board of Management members and other *Insured Persons* under the VW D&O of which are/were said to have breached duties of care in connection with the so-called "**Diesel Issue**". The term "Diesel Issue" refers in this context to the development, installation, distribution and other use of certain software functions in the engine control unit of the, inter alia, EA189 and EA288 diesel engines as well as various V-TDI engines that led to deviations between the exhaust emissions during dynamometer operation and road use, and all facts and circumstances related thereto, in particular those notified by VOLKSWAGEN with the notification of circumstances of 2015. For the purposes of this Coverage Settlement, the term covers the clarification and investigation of the matter at the *Companies* following the publication of the Notice of Violation by the US Environmental Protection Agency ("EPA") on 18 September 2015, including the so-called "response management" and all measures taken for the preparation and conclusion of this settlement. A considerable number of official and court proceedings in connection with the *Diesel Issue* were pending in Germany and abroad, including individual and class actions by customers, as well as by consumer and/or environmental organisations, and in some cases are still pending. The subject matter of these proceedings is essentially claims for damages or claims relating to the rescission of sales contracts. Investors from Germany and other countries have also sued VOLKSWAGEN for damages for the alleged fall in the share price as a consequence of supposed misconduct in relation to capital market communication in connection with the *Diesel Issue*. Furthermore, the Braunschweig and Munich II public prosecutor's offices in particular have conducted criminal proceedings inter alia against Professor Winterkorn and Mr Stadler, in particular on account of alleged fraud, that are in some cases still ongoing. Among others, Mr Rupert Stadler (relevant for this Settlement as an *Insured Person*) was convicted for fraud by Munich II Regional Court with its judgment of 27 June 2023 (case no. W5 KLs 64 Js 22724/19). The judgment is not final and binding.

- (B) By 31 December 2020, the *Companies*, their subsidiaries and other subordinated group companies (“**VOLKSWAGEN Group**”) had, according to information provided by VOLKSWAGEN, spent a total of at least EUR 32.2 billion for negative special factors in connection with the *Diesel Issue*. The amount comprised, among other things, the costs of recalls and field measures, compensation and settlement payments to dealers, internal investigation costs and fines.
- (C) From 1 January 2012, VOLKSWAGEN maintained a D&O insurance policy (“**Primary Policy**”) with Zurich with an insured sum of EUR 25 million which, together with several local policies (“**Local Policies**”, Primary Policy and Local Policies collectively also “**International Program Policies**”), comprised an international insurance program. The *Primary Policy* was additionally supplemented successively by various excess liability insurance policies (together with the International Program Policies, the “**VW Insurance Program**”). Volkswagen Financial Services AG maintained a separate D&O insurance which was also supplemented successively by various excess liability insurance policies (collectively “**VWFS Policy**”). Some of the excess liability insurance policies which supplemented the *Primary Policy* served at the same time as excess liability insurance policies for the *VWFS Policy*. Additionally, there was a separate D&O insurance policy for IAV GmbH Ingenieurgesellschaft Auto und Verkehr (“**IAV Policy**”), for which the *Primary Policy* acted as an insurance drop down and a difference in conditions insurance policy and contained an accumulation arrangement. *Porsche* maintained its own D&O insurance up to the complete takeover by VOLKSWAGEN, which had been in run-off since 1 February 2011 (“**Porsche Policy**”). The *International Program Policies*, the excess liability insurance policies to the *Primary Policy*, the *VWFS Policy*, the *IAV Policy* and the *Porsche Policy* are referred to in this agreement collectively as the “**VW D&O**” (and all of the Insurers of these policies are referred to collectively as the “**VW D&O Insurers**”). The *VW D&O* provides coverage to the persons defined in the insurance policies (“**Insured Persons**”) who work or worked for the respective policyholder or other companies covered by the policy according to the insurance terms and conditions (in the *Primary Policy*, *AUDI* and *Porsche* among others), in particular in the event that claims for damages are asserted against *Insured Persons* or official proceedings are initiated against them. The *Insured Persons* include, in particular, former and current board members of the *Companies*.
- (D) For the insurance period from 1 January 2015 to 1 January 2016, the *VW Insurance Program* comprised the following insurance policies (collectively, the “**2015 Insurance Program**”):
- Primary coverage and various Local Policies (integrated limits) with a maximum insured sum of EUR 25 million with Zurich Insurance plc, German Branch Office, Platz der Einheit 2, 60327 Frankfurt am Main (“**Zurich**”) (100%) (“**2015 Primary Coverage**”)
  - First excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 25 million) with XL Insurance Company SE, German Regional Office (simultaneously as legal successor of AXA Corporate Solutions Deutschland, branch office of AXA Corporate Solutions Assurance S.A., as well as of Catlin Insurance Company (UK) Ltd.), Colonia-Allee 10-20, 51067 Cologne (“**AXA XL**”) (100%) (“**First Excess Liability Insurance 2015**”)
  - Second excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 50 million) with Allianz Global Corporate & Specialty SE, Königinstraße 28, 80802 Munich (“**AGCS**”) (100%) (“**Second Excess Liability Insurance 2015**”)
  - Third excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 75 million) with AXA XL (100%) (“**Third Excess Liability Insurance 2015**”)

- Fourth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 100 million) with AIG Europe S.A., German Regional Office, Neue Mainzer Straße 46-50, 60331 Frankfurt am Main ("**AIG**"), as lead underwriter (50%) and involvement of HDI Global SE, HDI-Platz 1, 30659 Hanover ("**HDI**") (50%) ("**Fourth Excess Liability Insurance 2015**")
- Fifth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 150 million) with Liberty Mutual Insurance Europe SE, German Regional Office, Im Klapperhof 7-23, 50674 Cologne ("**Liberty**") as lead underwriter (40%) and involvement of Allied World Assurance Company (Europe) dac ("**AWAC**") (30%), AXA XL (20%) and AGCS (10%) ("**Fifth Excess Liability Insurance 2015**")
- Sixth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 200 million) with Tokio Marine Europe SA Sucursal en Espana, Torre Diagonal Mar, Planta 10, C/ Josep Planum.2-Planta 10, 08019 Barcelona, Spain ("**TMHCC**") as lead underwriter (50%) and involvement of MSIG Insurance Europe AG ("**MSIG**") (30%) and CNA Insurance Company Ltd. ("**CNA**") (20%) ("**Sixth Excess Liability Insurance 2015**")
- Seventh excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 250 million) with QBE Europe SA/NV, German Regional Office, Breite Straße 31, 40213 Düsseldorf ("**QBE**") as lead underwriter (60%), Underwriters at Lloyd's Syndicate 4711 ("**Lloyd's 4711**") (20%) and R+V Allgemeine Versicherung AG ("**R+V**") (20%) ("**Seventh Excess Liability Insurance 2015**")
- Eighth excess liability insurance policy with a maximum insured sum of EUR 150 million (after EUR 300 million) with Great Lakes Insurance SE, Königinstraße 107, 80802 Munich ("**Great Lakes**") as lead underwriter (16.667%) and involvement of ArgoGlobal SE ("**ARGO**") (16.667%), Starr Managing Agents Ltd. for and on behalf of Starr Consortium 9885 ("**Starr**") (13.333%), Brit Syndicates Ltd. for and on behalf of Underwriters at Lloyd's Syndicate 2987 ("**Brit**") (10%), Royal and Sun Alliance Insurance Ltd. ("**RSA**") (10%), ANV Underwriters at Lloyd's Syndicate 1861 ("**ANV / Lloyd's 1861**") (6.667%), Arch Insurance (EU) dac ("**Arch**") (6.667%), AXA XL (6.667%), TMHCC (6.667%), Underwriters at Lloyd's Syndicates 0623 and 2623 ("**Lloyd's 0623 and 2623**") (3.333%) and Underwriters at Lloyd's Syndicate 2468 ("**Lloyd's 2468**") (3.333%) ("**Eighth Excess Liability Insurance 2015**")
- Ninth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 450 million) with AIG as lead underwriter (50%) and involvement of Swiss Re International SE ("**Swiss Re**") (50%) ("**Ninth Excess Liability Insurance 2015**")

The total insured sum of the 2015 *Insurance Program* was therefore EUR 500 million. The insured sum in excess of EUR 300 million was only available for board members of VOLKSWAGEN.

- (E) As of the 2016 insurance period, the Insurers of the VW D&O excluded coverage for so-called "exhaust emission value manipulations" – with the exception of the response management defined in more detail – under the VW D&O.

(F) For the insurance period from 1 January 2021 to 1 January 2022, the *VW Insurance Program* comprised the following insurance policies (collectively, the “**2021 Insurance Program**”):

- Primary coverage with a maximum insured sum of EUR 25 million with *Zurich* (100%) (“**2021 Primary Coverage**”)
- First excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 25 million) with *BERKSHIRE HATHAWAY* (100%) (“**First Excess Liability Insurance 2021**”)
- Second excess liability insurance policy with a maximum insured sum of EUR 25 million (after EUR 75 million) with *AXA XL* as lead underwriter (60%) and involvement of *AIG* (40%) (“**Second Excess Liability Insurance 2021**”)
- Third excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 100 million) with *HDI* as lead underwriter (30%) and involvement of *AIG* (30%), *QBE* (20%), *Generali Deutschland AG* (“**Generali**”) (10%), *ANV / Lloyd's 1861* (5%) and *Navigators / The Hartford Underwriters at Lloyd's Syndicate 1221* (“**Navigators / The Hartford / Lloyd's 1221**”) (5%) (“**Third Excess Liability Insurance 2021**”)
- Fourth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 150 million) with *Liberty* as lead underwriter (50%) and involvement of *Beazley Insurance dac, German Branch Office* (“**Beazley**”) (30%), *Lloyd's Insurance Company S.A. CVS 5337* (10%), as well as *AXA XL* (10%) (“**Fourth Excess Liability Insurance 2021**”)
- Fifth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 200 million) with *TMHCC* as lead underwriter (50%) and involvement of *MSIG* (30%) and *Generali* (20%) (“**Fifth Excess Liability Insurance 2021**”)
- Sixth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 250 million) with *ERGO Versicherung AG* as lead underwriter (30%) and involvement of *Generali* (20%), *AIG* (10%), *ANV / Lloyd's 1861* (10%), *Ryan Specialty Group Denmark A/S* (10%), *Lloyd's Insurance Company S.A. WRB 5340* (10%), *Volante Ltd.* (“**Volante**”) (7.5%) and *Aviva Insurance Ltd.* (“**Aviva**”) (2.5%) (“**Sixth Excess Liability Insurance 2021**”)
- Seventh excess liability insurance policy with a maximum insured sum of EUR 100 million (after EUR 300 million) with *Great Lakes* as lead underwriter (15%) and involvement of *AGCS* (15%), *TMHCC* (10%), *Newline Europe Versicherung AG* (10%), *Underwriters at Lloyd's Syndicate 5000* (9.5%), *Aviva* (6.25%), *IGI – International General Insurance Ltd.* (5.5%), *MSIG* (5%), *R+V* (10%), *SI Insurance (Europe)*, *SA* (5%), *UNIQA Österreich Versicherungen AG* (5%) and *Volante* (3.75%) (“**Seventh Excess Liability Insurance 2021**”)
- Eighth excess liability insurance policy with a maximum insured sum of EUR 50 million (after EUR 400 million) with *Swiss Re* as lead underwriter (50%) and involvement of *Arch Insurance UK Ltd.* (20%), *AIG* (10%), *Applied Financial Lines (Vale)* for and on behalf of *Accredited Insurance (Europe) Ltd.* (10%) and *Beazley* (10%) (“**Eighth Excess Liability Insurance 2021**”)
- Ninth excess liability insurance policy with a maximum insured sum of EUR 15 million (after EUR 450 million) with *Liberty* as lead underwriter (66.67%) and involvement of *AXIS Specialty Europe SE* (33.33%) (“**Ninth Excess Liability Insurance 2021**”)

- Tenth excess liability insurance policy with a maximum insured sum of EUR 10 million (after EUR 465 million) with CHUBB European Group SE (100%) ("**Tenth Excess Liability Insurance 2021**")
- Eleventh excess liability insurance policy with a maximum insured sum of EUR 5 million (after EUR 475 million) with HDI (100%) ("**Eleventh Excess Liability Insurance 2021**")

The total insured sum of the *2021 Insurance Program* was therefore EUR 480 million. The insured sum in excess of EUR 300 million was, once again, only available for board members of VOLKSWAGEN.

Zurich and insurers of the *Local Policies* have made payments under the *2015 Primary Coverage* for legal defence costs of the *Insured Persons* in connection with some of the proceedings mentioned in (A), among other things in connection with criminal investigations and various proceedings in the US.

- (G) Based on internal investigations, the *Companies* came to the conclusion that the former Chairman of the Board of Management of VOLKSWAGEN, Professor Winterkorn, the former member of the Board of Management of VOLKSWAGEN and Chairman of the Board of Management of AUDI, Mr Stadler, the former members of the Board of Management of AUDI Professor Hackenberg and Dr Knirsch as well as the former *Porsche* Board of Management member Mr Hatz breached their duties in connection with the *Diesel Issue*.
- (H) Accordingly, on 26 March 2021, the *Companies* called upon Professor Martin Winterkorn, Mr Rupert Stadler, Professor Ulrich Hackenberg, Dr Stefan Knirsch and Mr Wolfgang Hatz to pay damages in connection with the *Diesel Issue*. Prior to this, in the course of proceedings for protection against dismissal before the courts for labour matters, claims had been asserted against a (former) employee of VOLKSWAGEN, Dr Heinz-Jakob Neußer (former member of the so-called Board of Management for the Volkswagen Passenger Cars brand) (together with Professor Winterkorn, Mr Stadler, Professor Ulrich Hackenberg, Dr Knirsch and Mr Hatz, the "**Persons against whom Claims are Asserted**"), as well as against other (former) employees of the *Companies*.
- (I) The *Companies* are of the opinion that these claims for damages and the underlying facts and circumstances pertain to the *2015 Insurance Program* as well as the *2021 Insurance Program*. The *Insurers* and BERKSHIRE HATHAWAY have argued that coverage could at best exist under the *2015 Insurance Program* and reserved the right to raise further objections.
- (J) The *Companies* have concluded agreements on the liability claims referred to in (H) with all *Persons against whom Claims are Asserted* ("**Liability Settlements**"). Where required, such agreements have been approved by the General Meetings of the respective *Companies*. The actions for avoidance and nullity actions filed against the approval resolution of the General Meeting of VOLKSWAGEN were dismissed at first and second instance; the proceedings are still pending before the Federal Court of Justice.
- (K) On 8/9 June 2021, the *Companies* concluded an agreement with AIG, AGCS, Great Lakes, HDI, Liberty, QBE, TMHCC, AXA XL and Zurich (collectively: "**Parties to the First Coverage Settlement**", together with their co-insurers, the "**Insurers**"), without the participation of BERKSHIRE HATHAWAY, on the coverage claims ("**First Coverage Settlement**"). The General Meetings of the respective *Companies* also approved this *First Coverage Settlement*. Actions for avoidance and nullity actions were likewise filed against the approval resolution of the General Meeting of VOLKSWAGEN concerning the *First Coverage Settlement*. The actions were dismissed at first and second instance; the proceedings are also still pending before the Federal Court of Justice. Pursuant to section 7.1 and section 7.2 of the *First Coverage Settlement*, the filing of these actions does not

affect the entry into effect of the *First Coverage Settlement* until the actions have been upheld with final and binding effect or unless otherwise required by mandatory legal provisions. The *First Coverage Settlement* is attached as an **Annex** to this agreement.

- (L) With regard to the "**Relevant Facts and Circumstances**", reference is made to the definition in section K of the *First Coverage Settlement*.
- (M) To date, it has not been possible to reach a settlement with *BERKSHIRE HATHAWAY* as Insurer of the *First Excess Liability Insurance 2021*. *BERKSHIRE HATHAWAY* was therefore not a party to the *First Coverage Settlement*.
- (N) The Parties intend
- while maintaining their respective legal positions,
  - without acknowledging any legal obligation to do so and
  - without prejudice in terms of any legal disputes

to reach a final settlement concerning the insurance claims against *BERKSHIRE HATHAWAY*.

Now therefore, the Parties hereto agree to the following Coverage Settlement:

## 1. Payment obligations of *BERKSHIRE HATHAWAY*

- 1.1 In order to settle the *Relevant Facts and Circumstances*, *BERKSHIRE HATHAWAY* undertakes as an individual debtor to pay an amount of EUR 7,700,000 ("**BERKSHIRE HATHAWAY Settlement Amount**") to the following account:

VOLKSWAGEN AKTIENGESELLSCHAFT  
Commerzbank AG, Wolfsburg  
SWIFT Code: COBADEFF269  
Account number: 682000500  
IBAN: DE15 2694 1053 0682 0005 00  
Currency: EUR

Of this amount, *VOLKSWAGEN* shall pass on a share of 34.18 percent to *AUDI* and a share of 14.5 percent to *Porsche*.

- 1.2 The *BERKSHIRE HATHAWAY Settlement Amount* shall be due for payment within one month of the signing of this Coverage Settlement. *BERKSHIRE HATHAWAY* shall have the right to pay before the amount becomes due.
- 1.3 The Parties unanimously assume that the *BERKSHIRE HATHAWAY Settlement Amount* is a genuine damages payment and, consequently, no VAT is to be charged on it. Any legal risk with regard to the VAT shall be borne by the Companies. For *BERKSHIRE HATHAWAY*, the payment of the *BERKSHIRE HATHAWAY Settlement Amount* shall also be conclusive in this regard. However, *BERKSHIRE HATHAWAY* shall, within reasonable limits, provide the *Companies* with any information and documents which are relevant for an examination of the consequences under tax law or where their presentation to the tax authorities would be necessary or expedient.

## 2. Effect of being satisfied and settled

- 2.1 The Parties agree that, with the payment in full of the *BERKSHIRE HATHAWAY Settlement Amount* pursuant to section 1 of this Coverage Settlement, all coverage claims of *Insured Persons* as well as of the *Companies* and other insured undertakings for insured events

and facts and circumstances based on or in connection with the *Relevant Facts and Circumstances* shall be deemed satisfied and settled vis-à-vis *BERKSHIRE HATHAWAY* insofar as the Parties are authorised to dispose of the coverage claims in accordance with the contractual provisions and the German Insurance Contract Act.

At the same time, the *Companies* undertake to never or no longer assert potential coverage claims in or out of court. The *Companies* shall – to the extent legally permissible – also ensure and work towards ensuring that *VOLKSWAGEN Group* companies likewise will not (or will no longer) assert, assign or otherwise transfer such claims against *BERKSHIRE HATHAWAY*.

- 2.2 The effect of being satisfied and settled pursuant to section 2.1 shall apply irrespective of whether this involves current or future, known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation; in particular, the *Parties* agree that no further claims can be asserted against *BERKSHIRE HATHAWAY* under the *VW D&O* on the basis of or in connection with the *Relevant Facts and Circumstances*.
- 2.3 The payment of the *BERKSHIRE HATHAWAY Settlement Amount* shall be set off against the insured sum under the *First Excess Liability Insurance 2021* and, beyond that, shall completely exhaust the insured sum of the *First Excess Liability Insurance 2021* for all facts and circumstances and claims based on or in connection with the *Relevant Facts and Circumstances*.
- 2.4 As soon as the *BERKSHIRE HATHAWAY Settlement Amount* has been received in full and in due time or in settlement of the damage caused by default, the *Companies* shall no longer invoke the provisions under section 2.3 sentence 3 or section 6.2 of the *First Coverage Settlement*, unless *BERKSHIRE HATHAWAY* or a legal successor demands repayment of the *BERKSHIRE HATHAWAY Settlement Amount* in part or in full.

### **3. Indemnifications**

- 3.1 Should, based on or in connection with the *Relevant Facts and Circumstances*, claims be asserted against *BERKSHIRE HATHAWAY*, *VOLKSWAGEN*, with the right to set-off and the right of retention being excluded, shall indemnify *BERKSHIRE HATHAWAY*, inter alia,
  - a) against all claims to insurance payments, especially indemnification claims under liability insurance law and claims to the assumption of the costs of legal protection of *Insured Persons*; and
  - b) against associated necessary judicial and extrajudicial costs, including *BERKSHIRE HATHAWAY*'s own costs up to a reasonable amount, especially lawyers' fees for the review and/or defence of claims to insurance payments. The costs shall be considered necessary and reasonable if they are in line with previous settlement practice; and
  - c) against default interest and interest accruing from the date of the proceedings becoming pending on coverage claims; and
  - d) against the costs of providing security or similar expenses caused by *BERKSHIRE HATHAWAY* in defending against coverage claims in court in order to prevent the enforcement of a court ruling.

For the avoidance of doubt, the *Parties* agree that *VOLKSWAGEN*'s indemnification obligation shall exist in particular for claims to insurance payments that have not been satisfied and settled vis-à-vis the persons entitled to the claims or third parties pursuant to sections 2.1 to 2.2 of this Coverage Settlement because the *Parties* are not authorised to dispose of the claims under the contractual provisions or the German

Insurance Contracts Act or because the *Parties* could not agree or have not agreed on satisfaction and settlement with effect vis-à-vis the persons entitled to the claims or third parties for other reasons. This applies irrespective of whether this involves known or unknown, conditional or unconditional claims or rights arising from own rights or rights transferred by statutory subrogation.

3.2 The indemnification obligation pursuant to section 3.1 shall not apply if the *Insured Person* against whom claims are asserted

- a) acknowledges corresponding claims for damages with the explicit consent of *BERKSHIRE HATHAWAY*,
- b) reaches a settlement in respect of these with the explicit consent of *BERKSHIRE HATHAWAY* or
- c) allows existing defence options to finally and conclusively expire without being used, with the explicit consent of *BERKSHIRE HATHAWAY*,

without *VOLKSWAGEN* having explicitly consented to such a course of action. *VOLKSWAGEN* shall be deemed to have given its consent if it does not explicitly object to a corresponding inquiry from *BERKSHIRE HATHAWAY* within two weeks. Irrespective of this, *VOLKSWAGEN*'s indemnification obligation shall continue to exist if *BERKSHIRE HATHAWAY* is obliged to provide coverage. *BERKSHIRE HATHAWAY* shall bear the burden of proof in this regard.

3.3 The indemnification obligation shall moreover not apply if *BERKSHIRE HATHAWAY* acknowledges corresponding coverage claims without *VOLKSWAGEN*'s prior explicit consent, reaches a settlement in respect of these or knowingly allows defence options of which it was aware to finally and conclusively expire without being used, unless *BERKSHIRE HATHAWAY* had in particular to issue an acknowledgment or was otherwise obliged to take one of the above actions based on the applicable insurance terms and conditions or statutory provisions. Section 3.2, sentence 2 applies mutatis mutandis.

3.4 Insofar as insurance payments are to be repaid by the *Insured Persons*, *BERKSHIRE HATHAWAY* shall forward these amounts to *VOLKSWAGEN*, *AUDI* and *Porsche* into the account specified under section 1.1 without undue delay after repayment by the *Insured Persons*. Section 1.1 sentence 2 applies mutatis mutandis.

3.5 The limitation period for an indemnification claim shall start to run at the earliest on the assertion of the respective claim against *BERKSHIRE HATHAWAY*. The statutory provisions on the expiry of the limitation period shall otherwise apply.

3.6 *AUDI* and *Porsche* shall indemnify *VOLKSWAGEN* to the extent that the underlying facts and circumstances relate to the respective *Company*. The *Companies* shall not be jointly and severally liable in this regard.

#### **4. Claims for recourse and compensation, recovery claims**

4.1 *BERKSHIRE HATHAWAY* shall not assert any claims for recourse or compensation on account of payments made by it based on its own rights or rights transferred by statutory subrogation, in particular based on section 86 German Insurance Contracts Act, against the *Companies*, *Insured Persons* or third parties. *BERKSHIRE HATHAWAY* shall, at *VOLKSWAGEN*'s request, assign such claims to one of the *Companies* or a third party. The transferee shall be designated by *VOLKSWAGEN*.

4.2 Insofar as the prerequisites for this laid down in the insurance policies and by law have been met, *VOLKSWAGEN* may request that *BERKSHIRE HATHAWAY* assert recovery claims against *Insured Persons* on account of payments made by *BERKSHIRE HATHAWAY*

in respect of which *VOLKSWAGEN* was obliged to issue an indemnification pursuant to section 3.1. *BERKSHIRE HATHAWAY* may request that *VOLKSWAGEN* reimburse all expenses incurred by it in connection with the request, including internal costs up to a reasonable amount.

## 5. Entry into effect

5.1 The entry into effect of this Coverage Settlement does not depend on the entry into effect of the *Liability Settlements*. The *Parties* further agree the following with regard to the entry into effect of this Coverage Settlement:

- a) The *Companies* have instructed and authorised Gleiss Lutz to receive and make all notifications and declarations in connection with this Coverage Settlement. In the same way, *BERKSHIRE HATHAWAY* shall instruct and authorise Clyde & Co. The other *Parties* must be informed of any amendment to these notification and declaration authorisations two weeks in advance.
- b) Each *Party* shall send the following to Gleiss Lutz:
  - aa) by e-mail in advance: a scanned copy of the Coverage Settlement signed by it and initialled by it on each page;
  - bb) by post or by courier: 5 original copies of the full Coverage Settlement, initialled on each page, including the signature pages signed by hand.
- c) The *Parties* irrevocably authorise Gleiss Lutz to put the original copies of the signature pages together with one original copy of the Coverage Settlement in each case and to send these to the *Parties*. Accordingly, the *Parties* irrevocably authorise Gleiss Lutz to put the scans sent by e-mail in advance together to form an electronic document.
- d) This Settlement shall already enter into effect if Gleiss Lutz has sent the electronic document created in accordance with the above provision to Clyde & Co. by e-mail. The written form requirement pursuant to section 7.2 shall not apply in this regard.

5.2 This Coverage Settlement shall become invalid if the invalidity of the *First Coverage Settlement* is definitively established by a final and binding decision or in another manner. If the invalidity of the *First Coverage Settlement* is established, the *Parties* must return the payments made to one another, with the pleas arising from sections 814, 818(3) German Civil Code and the right to set-off and the right of retention being excluded.

## 6. Costs incurred in connection with the conclusion of this agreement

Each *Party* shall bear the costs incurred and yet to be incurred by it in connection with the preparation and implementation of this Coverage Settlement itself.

## 7. Miscellaneous

7.1 There are no side agreements to this Coverage Settlement.

7.2 It is clarified that the rights and obligations of the parties to the *First Coverage Settlement* are not altered by this Coverage Settlement.

- 7.3 Unless a different form is stipulated by mandatory law or this Coverage Settlement,
- a) amendments to this Coverage Settlement must be in written form within the meaning of section 126 German Civil Code excluding section 127(2) German Civil Code;
  - b) text form within the meaning of section 126b German Civil Code shall suffice for other notifications, requests, objections or other declarations.
- 7.4 All disputes arising out of or in connection with this Coverage Settlement shall be subject to German law to the exclusion of the rules on the conflict of laws.
- 7.5 All disputes arising out of or in connection with this Coverage Settlement or pertaining to its validity are to be finally decided upon under the Arbitration Rules by the German Arbitration Institute (DIS) to the exclusion of the right to bring suit before a state court.
- a) The arbitral tribunal consists of three arbitrators.
  - b) The place of arbitration is Frankfurt am Main.
  - c) The proceedings are to be conducted in German.
- 7.6 Should a provision of this Coverage Settlement be or become invalid or unenforceable in whole or in part, or should there prove to be an omission when this Coverage Settlement is implemented, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or the omission remedied by a reasonable and legally permissible provision that comes closest in economic terms to what the *Parties* wanted or would have wanted had they considered the invalidity or unenforceability or the omission.

e) **Liability settlement between Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Volkswagen Aktiengesellschaft and AUDI Aktiengesellschaft and Mr Wolfgang Hatz dated 9 June 2021**

**Liability Settlement**

between

- (1) Dr. Ing. h.c. F. Porsche AG, Porsche Platz 1, 70435 Stuttgart-Zuffenhausen ("**Porsche**" or "**Porsche AG**"), represented by its Supervisory Board,
- (2) VOLKSWAGEN AKTIENGESELLSCHAFT, Berliner Ring 2, 38440 Wolfsburg ("**VOLKSWAGEN**" or "**VOLKSWAGEN AG**"), represented by its Board of Management,
- (3) AUDI Aktiengesellschaft, Auto-Union-Str. 1, 85045 Ingolstadt ("**AUDI**" or "**AUDI AG**"), represented by its Board of Management,

– Porsche, VOLKSWAGEN and AUDI also referred to hereinafter as "**Companies**" –

- (4) Mr Wolfgang Hatz, *[removed for purposes of the invitation to the Annual General Meeting]*,

(Porsche, VOLKSWAGEN, AUDI and Mr Hatz also referred to hereinafter individually as "**Party**" and collectively as "**Parties**").

**Preamble**

- (A) Mr Hatz was a member of Porsche's Board of Management from 1 February 2011 to 3 May 2016, where he was responsible for the Research and Development division. As a matter of precaution, Mr Hatz was placed on leave with effect from 25 September 2015. In a termination agreement dated 3 May 2016, the Parties agreed to amicably terminate the existing services agreement with the Company with effect from the end of 31 December 2016.
- (B) Based on a comprehensive review, the Companies came to the conclusion that several of their former board members breached their duties of care in connection with the diesel issue. The term "Diesel Issue" refers in this context to the development, installation, distribution and other use of certain software functions in the engine control unit of EA189 and EA288 diesel engines as well as various V-TDI engines that led to deviations between the exhaust emissions during dynamometer operation and road use and all facts and circumstances related thereto. For the purposes of this Liability Settlement, the term also covers the clarification and investigation of the matter at VOLKSWAGEN, AUDI and Porsche following the publication of the Notice of Violation by the US Environmental Protection Agency (EPA) on 18 September 2015.

As a consequence, the Supervisory Board of Porsche wrote to Mr Hatz on behalf of the Company on 26 March 2021 asserting claims for damages against him for breaches of duty based on section 93(2), sentence 1 German Stock Corporation Act. Porsche accuses Mr Hatz of having breached his duties of care as a former member of Porsche AG's Board of Management by having negligently failed, in the period from 1 February 2011, to procure that diesel engines supplied to Porsche by AUDI and intended for the North American and European markets were thoroughly tested with regard to unauthorised software functions. According to this letter, Porsche suffered substantial damage as a result of this failure that must be compensated by Mr Hatz.

Through the lawyers instructed by him, Mr Hatz has disputed both the merits and the amount of the asserted claims. Mr Hatz maintains, in particular, that he did not breach his duties of care and that, based on the information available to him at the time, there were no grounds for investigations.

- (C) Since 1 January 2012, VOLKSWAGEN has maintained a D&O insurance policy ("**Primary Policy**") with Zurich with an insured sum of EUR 25 million (policy no. 802.380.116.137) which is part of an international insurance plan. The Primary Policy is supplemented by various excess liability insurance policies (together with the Primary Policy, the "**VW D&O**", the insurers participating in the VW D&O in the 2015 and 2021 insurance periods, together the "**D&O Insurers**"). The VW D&O provides coverage to contractually defined persons who work or worked for VOLKSWAGEN or other companies covered by the policy (AUDI, among others) according to the insurance terms and conditions in the event that claims for damages are asserted against them. The insured persons include, in particular, former or current board members of the Companies.

VOLKSWAGEN, AUDI and PORSCHE will conclude a settlement agreement with the D&O Insurers ("**Coverage Settlement**") to settle all coverage claims from the VW D&O in connection with exhaust emission and consumption value manipulations (as defined in the Coverage Settlement, the "**Relevant Facts and Circumstances**").

- (D) Against this background, the Parties wish, in the interests of both sides, to avoid years-long disputes over the asserted claims and to come to a mutual agreement, whilst maintaining their respective standpoints on liability.

For this purpose, the Parties agree the following:

#### 1. Own Contribution of Mr Hatz

- 1.1 Mr Hatz agrees to make payments to Porsche totalling EUR 1,500,000 (in words: one million five hundred thousand euros) in accordance with section 1.2 below (the "**Own Contribution**"). Save where this Liability Settlement contains a more specific provision, the Own Contribution shall be made without prejudice to payments made by the D&O Insurers and independently of personal own contributions made by other potentially liable parties. The Parties agree by way of a genuine contract for the benefit of third parties that no indemnification or any other form of full or partial compensation can be claimed from the D&O Insurers for this Own Contribution.
- 1.2 Mr Hatz undertakes to pay his Own Contribution in the amount of EUR 1,500,000 to an account to be specified by Porsche. Mr Hatz is also entitled to set this amount off against the claim he has against Porsche AG for payment of the second half of the severance payment, together with the agreed interest, up to the amount remaining after Porsche AG has transferred any applicable wage tax (including the solidarity surcharge) to the tax authorities. Porsche AG will issue a relevant statement of account before 15 September 2021, showing the net amount available for set-off and the remaining amount of the severance payment to be made.
- 1.3 Mr Hatz accepts this obligation to pay
- a) without acknowledging any duty to pay damages or any liability,
  - b) without acknowledging any breach of duty in connection with the Relevant Facts and Circumstances, and
  - c) without prejudice in terms of a legal dispute, should this Liability Settlement not take effect.
- 1.4 The Own Contribution shall be due for payment on 15 September 2021, but no earlier than two weeks after the condition precedent pursuant to section 5.1 has been met. Mr Hatz shall have the right to pay before the amount becomes due.

- 1.5 To the extent and as long as the Own Contribution is not paid when due, interest shall be payable thereon from the due date at the statutory rate pursuant to section 288(1), sentence 2 German Civil Code. A reminder shall not be required.
- 1.6 Unless provided otherwise in this Liability Settlement, all known or unknown, current or future, conditional or unconditional claims of the Companies and their subsidiaries against Mr Hatz out of or in connection with the Relevant Facts and Circumstances, regardless of their legal basis, shall be satisfied and settled as soon as Mr Hatz has paid his Own Contribution in full.
- 1.7 Pursuant to section 93(4), sentence 3 German Stock Corporation Act, a waiver of claims of Porsche AG cannot be made if less than three years have elapsed since they have arisen. Claims of this kind shall therefore be excluded from satisfaction and settlement.

## **2. Payments by the D&O Insurers and Waivers of the Companies**

- 2.1 The payments made and yet to be made by the D&O Insurers shall be determined by reference to the insurance policy and the Coverage Settlement with the D&O Insurers. Mr Hatz agrees to the Coverage Settlement, which is attached to this Settlement (without signatures).
- 2.2 Notwithstanding section 1.6, the Companies reserve the right to assert claims against Mr Hatz for liability due to the damage resulting from the Relevant Facts and Circumstances
  - a) if, after the condition pursuant to section 5.1 has been met, a court finds, *res judicata*, the Coverage Settlement to be void or declare it, *res judicata*, void, and
  - b) if, for that reason, the D&O Insurers do not pay in full the contributions provided for in the Coverage Settlement towards the settlement of a claim or demand that all or part of their settlement amounts be reimbursed.

However, if they obtain an enforceable judgment in such a case, the Companies shall not seek enforcement against the (other) private assets of Mr Hatz. Therefore, enforcement may only be sought against his claims against the D&O Insurers for indemnification or his recourse claims against other debtors, in particular joint and several debtors, out of or in connection with the Relevant Facts and Circumstances. However, this limitation on enforcement shall only apply

- i) if Mr Hatz has paid his Own Contribution as defined in section 1 in full, and
- ii) if, at the Companies' request, Mr Hatz assigns, in line with section 2.4, his claims against the D&O Insurers for indemnification in relation to the *res judicata* liability claims to one of the Companies or a third party to be specified by the Companies (and in this case, Mr Hatz guarantees that he will not encumber the indemnification claims with any third-party rights, but he gives no guarantee as to the valid existence and enforceability of the indemnification claims), and
- iii) if Mr Hatz has not violated any obligation *vis-à-vis* the D&O Insurers, resulting in him losing some or all of his D&O cover.

The conclusion of this Liability Settlement and the waiver of the statute of limitations in section 5.3 do not, according to the common understanding of the Parties, constitute a violation of any obligation *vis-à-vis* the D&O Insurers. Should, contrary to expectations, this assessment prove to be incorrect, Mr Hatz shall not be liable *vis-à-vis* the Companies in this regard.

- 2.3 In cases where the Companies or one of the Companies wish to take action against D&O Insurers that are excluded from the effect of being satisfied and settled in the Coverage Settlement with the aim of enforcing claims to insurance payments against these D&O Insurers, section 2.2 shall apply *mutatis mutandis*.
- 2.4 In cases covered by section 2.2 or section 2.3, the Companies may require Mr Hatz to make a written transfer to one of the Companies of all or some of his indemnification claims against the D&O Insurers – insofar as they relate to the claims for damages asserted by the Companies – but not of his claims to defence costs against the D&O Insurers. Mr Hatz guarantees that he will not encumber the indemnification claims with third-party rights, but he gives no guarantee as to the valid existence and enforceability of the indemnification claims. The Companies are then entitled, but not obliged, to file a direct action against the D&O Insurers that have not signed the Coverage Settlement or that demand repayment of the settlement amounts.

### **3. Indemnification, Counterclaims**

- 3.1 The Companies shall indemnify Mr Hatz against all claims
- a) that any Third Party which is not a Party to this Liability Settlement is awarded, *res judicata*, against Mr Hatz on the basis of his functions at the Companies based on the Relevant Facts and Circumstances, or with regard to which the court decision is at least provisionally enforceable, insofar as Mr Hatz assigns his claims for reimbursement of the payments made on the basis of the provisionally enforceable ruling to the Companies, or
  - b) that Mr Hatz acknowledges with the consent of the Companies or in respect of which Mr Hatz reaches a settlement with the consent of the Companies, or
  - c) with regard to which, with the consent of the Companies, he waives his right to appeal or seek legal redress in the course of a legal dispute.

The indemnification shall extend to reasonable costs within the scope of Zurich's D&O insurance terms (as at 2015) which Mr Hatz will incur in future in connection with the defence of these claims or criminal or other allegations brought forward by the authorities out of the Relevant Facts and Circumstances. The defence of claims shall also include defending claims asserted by the Companies against Mr Hatz under section 2.2 or section 2.3.

A claim for indemnification shall only exist insofar as

- i) Mr Hatz does not receive or has not received any payments from the D&O Insurers or through one of the Companies and
- ii) the D&O Insurers have rejected a request for indemnification from Mr Hatz or have taken longer than a month to reply to such a request.

Each Company shall grant indemnification to the extent that the claim asserted against Mr Hatz or the criminal or official proceedings concern work at the relevant Company. Should a Company not grant indemnification within a reasonable period, the Companies shall be jointly and severally liable.

In the event of indemnification pursuant to section 3.1(a) based on a provisionally enforceable ruling, the indemnification payments made to Mr Hatz are to be reimbursed to the Companies after the ruling is set aside. This shall not apply to the defence costs.

- 3.2 In addition, a claim for indemnification pursuant to section 3.1 shall only exist insofar as
- a) coverage is not excluded under the D&O terms and conditions, and
  - b) the insured sum agreed in the D&O policies has not already been exhausted by insurance payments of the D&O Insurers – including the settlement amounts based on the Coverage Settlement – and the indemnification payments made by VOLKSWAGEN, AUDI and Porsche in connection with the Relevant Facts and Circumstances to the benefit of insured persons, and
  - c) an indemnification does not violate section 93(4), sentence 3 German Stock Corporation Act or other mandatory legal provisions.

Corresponding to the stipulation under letter b), the Parties agree by way of a genuine contract for the benefit of third parties that if Mr Hatz asserts claims against the D&O Insurers, they too can, as regards the utilisation of the insured sum, apply the payments that VOLKSWAGEN, AUDI and Porsche have made in place of the insurers on the basis of the indemnification of insured persons. The exclusion/restriction of the indemnification commitment given in section 3.1 by section 3.2 letters a) and b) shall not apply to the reimbursement of costs under section 3.1, sentence 2 and sentence 3.

- 3.3 Mr Hatz shall notify the Companies of every assertion of claims included under section 3.1 against him and every announcement of such assertion of claims without undue delay. Mr Hatz undertakes to refrain from submitting any acknowledgement, or waiver of pleas or objections, and from concluding any settlement or any other such binding arrangement in relation to such assertion of claims without the consent of the Companies. The Companies are, as far as legally permissible and provided that the indemnification is not restricted by section 3.2, each entitled to take all legally permissible measures themselves or on behalf of Mr Hatz to prevent claims being asserted or to settle the matter in some other way. Mr Hatz shall support the Companies in preventing or settling claims. Should the Companies not exercise their right pursuant to sentence 3, they shall support Mr Hatz in line with sentence 4.
- 3.4 Mr Hatz shall assert any claims to which he might be entitled against third parties from the VOLKSWAGEN Group (in particular other – also former – board members or employees of the Companies) arising from or in connection with the Relevant Facts and Circumstances only with the consent of the Companies. This shall not apply, however, insofar as the restriction of Mr Hatz's indemnification claim applies pursuant to section 3.2.
- 3.5 Unless provided otherwise in this Liability Settlement including the agreements referred to in section 6, Mr Hatz hereby waives, as a matter of precaution, any and all potential claims against the Companies on account of expenses incurred by him in connection with the Relevant Facts and Circumstances including any losses. The Companies hereby accept this waiver.

#### **4. Tax Aspects**

Should the arrangements made in this Liability Settlement, with the exception of the set-off against the claim for a severance payment provided for in section 1.2, trigger an obligation to pay wage tax, the following shall apply: VOLKSWAGEN or its affiliate obliged to pay wage tax shall file an application to the tax authority to determine the wage tax vis-à-vis the taxable person (Mr Hatz) pursuant to section 42d German Income Tax Act and shall enable Mr Hatz to submit reasons to the tax office for determining the wage tax vis-à-vis the taxable person in an appropriate manner and reply to any rejection of the application. Insofar as the tax office has not accepted the application ten banking days before the wage tax is due, VOLKSWAGEN or its affiliate obliged to pay wage tax shall be entitled to notify Mr Hatz of the amount (including solidarity surcharge) that needs to be paid. Mr Hatz shall transfer this amount to the account specified by VOLKSWAGEN within five banking days of receiving relevant notification

from VOLKSWAGEN. VOLKSWAGEN or its affiliate that is under an obligation to pay wage tax shall be entitled to pay the amount to the tax office if the tax office has failed to accept the application two banking days before the wage tax is due. Should the amount not be paid to the tax office, it shall be transferred back to Mr Hatz. The possibility for Mr Hatz to deduct the wage tax paid from his income tax shall remain unaffected.

## **5. Entry into Effect**

5.1 With the exception of section 5.3, this Liability Settlement is subject to the condition precedent

- a) that the General Meeting of Porsche AG approves the Liability Settlement,
- b) that there is no objection to the resolution recorded in the minutes by a minority whose aggregate shares are at least equivalent to one tenth of the share capital of Porsche AG (section 93(4), sentence 3 German Stock Corporation Act) and
- c) that the condition precedent with the D&O Insurers pursuant to section 7.1 Coverage Settlement has been fulfilled.

The condition precedent shall be deemed to have definitively ceased to apply should it not have been fulfilled by 31 December 2021. The fulfilment of the condition precedent shall no longer apply either with retroactive effect (*ex tunc*) or with future effect (*ex nunc*) in the event that an action for avoidance or nullity is brought.

5.2 The entry into effect of this Liability Settlement does not depend on the conclusion and entry into effect of any liability settlements with other (former) board members of the Companies or with (former) board members of the undertakings affiliated with the Companies.

5.3 In relation to the Companies, Mr Hatz hereby waives his right to raise the plea of the statute of limitations with respect to claims arising from the Relevant Facts and Circumstances, to the extent that such claims are not already statute-barred when the Liability Settlement is signed. This waiver of the statute of limitations shall end six months after a final and binding decision or other final settlement of the last action for avoidance or nullity brought against the Liability Settlement or the approval resolutions adopted by the Supervisory Board or the General Meeting of any of the Companies. The running of the limitation period shall be suspended until that point in time. Should the condition precedent pursuant to section 5.1 not be met, this waiver of the statute of limitations shall end on 30 June 2022. Should, contrary to the Parties' expectations, a D&O Insurer declare that it regards this waiver of the statute of limitations as a violation of obligations, Mr Hatz shall inform the Companies. The Companies shall then notify Mr Hatz of whether they will, for their part, waive the waiver of the statute of limitations with retroactive effect or indemnify Mr Hatz against all economic disadvantages suffered by him as a result of the relevant D&O Insurer not having expressly consented to this waiver of the statute of limitations. The provisions of this section 5.3 are not subject to the condition precedent of section 5.1, are not in any synallagmatic relationship with performances of the Companies and exist regardless of the validity of the other provisions of this Liability Settlement.

5.4 In the event that an action for avoidance or nullity is brought against the Coverage Settlement or this Liability Settlement before Mr Hatz has paid his Own Contribution, the Companies shall, as a matter of precaution, waive pleas arising from sections 814, 818(3) German Civil Code. This waiver exists regardless of the validity of the other provisions of this Liability Settlement.

## **6. Other Agreements**

- 6.1 Claims arising from other agreements, to the extent not covered by section 1.6, between one or all of the Companies and Mr Hatz shall remain unaffected by this Liability Settlement. In particular, VOLKSWAGEN AG shall pay the early retirement pension according to section 2 and the pension according to section 3 of the agreement between VOLKSWAGEN AG and Mr Hatz dated 3 May 2016 in accordance with the due date provisions set out in the agreement, plus statutory interest. The first payment, i. e. the payment of the early retirement pension for the period from 1 February 2019 until the date of payment, shall be made in the course of September 2021, at the earliest, however, when the condition precedent according to section 5.1 of this Liability Settlement is met. Porsche AG shall pay the pension according to section 9 clause 5.1 of the termination agreement between Porsche AG and Mr Hatz dated 3 May 2016 in accordance with the due date provision set out in the agreement. The first payment shall therefore be made in April 2022, at the earliest, however, when the condition precedent according to section 5.1 of this Liability Settlement is met. There are no rights of retention or set-off arising from the Relevant Facts and Circumstances with regard to all pension claims against VOLKSWAGEN. In connection with the Relevant Facts and Circumstances, there are no clawback clauses with regard to the claim for payment of an early retirement pension assertable against VOLKSWAGEN.
- 6.2 The agreement dated 3 May 2016 between Mr Hatz and VOLKSWAGEN (referred to as co-operation agreement) shall be terminated upon the entry into force of this Liability Settlement, including the clawback clause contained therein. Until that date, any expenses shall be borne or reimbursed in accordance with the co-operation agreement.

## **7. Miscellaneous**

- 7.1 In the event of conflicts between this Liability Settlement and the Coverage Settlement, the provisions of this Liability Settlement shall take precedence in the relationship between the Parties.
- 7.2 There are no side agreements to this Liability Settlement. Amendments to this Liability Settlement, including to this written form requirement, must be in written form within the meaning of section 126 German Civil Code excluding section 127(2) German Civil Code. Notifications shall require text form.
- 7.3 German law shall apply to any and all disputes arising from or in connection with this Liability Settlement. The place of performance and the place of jurisdiction shall be Stuttgart, to the extent permitted by law.
- 7.4 Should a provision of this Liability Settlement be or become invalid or unenforceable in whole or in part, or should there prove to be an omission when this Coverage Settlement is implemented, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or the omission remedied by a reasonable and legally permissible provision that comes closest in economic terms to what the Parties intended or would have intended had they considered the invalidity or unenforceability or the omission.

### III. FURTHER INFORMATION ON THE INVITATION TO THE ANNUAL GENERAL MEETING

#### 1. Total number of shares and voting rights

The total number of shares of the Company at the time of convening the Annual General Meeting amounts to 911,000,000. Out of this number 455,500,000 shares are ordinary shares and 455,500,000 shares are preferred shares without voting rights. At the time of convening the General Meeting, the Company does not hold any treasury shares. Only ordinary shareholders are entitled to vote on the resolutions on agenda items 2 to 10 listed in section I. Consequently, the total number of voting rights amounts to 455,500,000.

#### 2. Information on the organisation of the virtual Annual General Meeting

In accordance with section 22 para. 1 of the Company's Articles of Association, the Executive Board is authorised to provide for the General Meeting to be held without the physical presence of shareholders or their proxies at the venue of the General Meeting (virtual General Meeting). The Executive Board has made use of this authorisation and decided that the Annual General Meeting will be held as a virtual General Meeting in accordance with section 118a of the German Stock Corporation Act.

All members of the Executive Board and the Supervisory Board intend to attend the Annual General Meeting for the entire duration of the Annual General Meeting.

In deciding to hold this year's Annual General Meeting as a virtual Annual General Meeting again, the Executive Board took full account of the interests of the Company and its shareholders within the scope of its dutiful discretion. In its decision, the Executive Board took into account in particular the comprehensive design of shareholder rights, the items on the agenda, the goal of the broadest and most flexible participation of shareholders, the effort and costs for the Company and the shareholders, the very positive experience from the past and sustainability aspects.

In the virtual Annual General Meetings of recent years, the Company has transferred the key advantages of face-to-face meetings to the virtual format. Shareholders are granted comprehensive rights to speak, ask questions, and submit motions via video communication, ensuring efficient and comprehensive communication with the management. In addition, the virtual Annual General Meeting enables national and international shareholders and their representatives to participate in the Annual General Meeting efficiently and in a resource-saving manner without the expense of travel to and from the venue. The Annual General Meetings of recent years have proceeded without any significant technical or organizational restrictions.

Shareholders duly registered for the Annual General Meeting or their proxies will have the opportunity to connect electronically to the entire Annual General Meeting via the InvestorPortal on 23 June 2026 from 10:00 hrs (CEST) and to follow it live in video and audio under the conditions set out below ("**Participation**"). Shareholders or their proxies may exercise their voting rights by electronic postal vote or by issuing authorizations to act and instructions to the proxy agents designated by the Company. In addition, duly registered shareholders can submit statements by means of electronic communication before the meeting. During the meeting, shareholders who are connected electronically to the meeting have a right to speak at the meeting by means of video communication. As part of their right to speak by means of video communication, shareholders are also entitled to submit motions or election proposals and to request information from the Executive Board as well as raise objections to resolutions of the General Meeting for the record by means of electronic communication.

In view of the special nature of the virtual General Meeting, please pay particular attention to the following information on registration, exercise of voting rights and other shareholder rights.

### 3. Conditions for Participation at the General Meeting and the exercise of voting rights

Ordinary shareholders are entitled to participate in the General Meeting and exercise voting rights, preferred shareholders are entitled to participate in the General Meeting and – in the cases provided for by statutory law – also to exercise voting rights, if they register in due time ("**Registration**") and prove to the Company their entitlement to participate in the General Meeting and to exercise their voting rights ("**Proof**"). The Registration needs to be made in writing (section 126 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) or in text form (section 126b of the German Civil Code) in the German or English language.

The Proof needs to be in text form (section 126b of the German Civil Code) in the German or English language and needs to refer to the close of business on the 22nd day before the General Meeting, i.e. **1 June 2026** (record date), **24:00 hrs (CEST)**. For this purpose, proof of shareholding by the ultimate intermediary in accordance with section 67c para. 3 of the German Stock Corporation Act (broken down by ordinary and/or preferred shares) is sufficient. With regard to shares not held in custody by an intermediary, proof of shareholding may also be issued by a German notary or a credit institution in either German or English language.

Registration and Proof must be received by the Company at the registration office shown below by mail or email no later than **16 June 2026, 24:00 hrs (CEST)**.

#### **Registration office:**

Dr. Ing. h.c. F. Porsche Aktiengesellschaft  
c/o Computershare Operations Center  
80249 Munich  
E-Mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

In accordance with section 67c of the German Stock Corporation Act in conjunction with Implementing Regulation (EU) 2018/1212, the Registration for the Annual General Meeting, Proof and the authorization of third parties may also be transmitted to the Company via intermediaries in ISO format 20022 (e.g. via SWIFT, CMDHDEMXXX) until the above-mentioned deadline. Authorization via the SWIFT Relationship Management Application (RMA) is required to use SWIFT communications.

As a rule, the custodian banks or ultimate intermediaries will perform the necessary Registration and submit proof of shareholding on behalf of their clients. Therefore, shareholders are requested to contact their custodian banks as early as possible. Once their Registrations with attached proof of shareholding have been received, shareholders entitled to participate will receive a confirmation of registration from the registration office on which the required access data for the InvestorPortal is printed.

### 4. InvestorPortal

For the purposes of participating in the virtual General Meeting and the exercise of shareholder rights, the Company will provide an internet-based, password-protected General Meeting system ("**InvestorPortal**") on its website at <https://investorrelations.porsche.com/en/general-meeting-26/>. By using the access data printed on the confirmation of Registration shareholders or their proxies can register on the InvestorPortal and exercise their shareholder rights in connection with the virtual General Meeting in accordance with the following information.

All the functions of the InvestorPortal can be used only with the access data printed on the confirmation of Registration.

The InvestorPortal is expected to be operational on 2 June 2026.

## 5. Video and audio broadcast of the entire Annual General Meeting

The entire Annual General Meeting of the Company will be broadcast live in video and audio on the InvestorPortal on Tuesday, 23 June 2026, from 10:00 hrs (CEST) for duly registered shareholders or their proxies. Shareholders will receive the required access data together with their confirmation of Registration.

The introductory statements of the Supervisory Board and the Executive Board can also be followed live by any interested member of the public on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/>.

The Company plans to publish on a voluntary basis the speech of the Chairman of the Executive Board on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> ahead of the General Meeting, probably on 22 June 2026.

The introductory statements of the Supervisory Board and the Executive Board will be available as a recording on the Company's website after the close of the General Meeting.

## 6. Procedure for voting by electronic postal vote

Ordinary shareholders or their proxies may exercise their voting rights by means of electronic postal vote before and during the General Meeting. Only those ordinary shareholders or their proxies who are duly registered and have furnished proof of their shareholding, as described in section III.3., are eligible to exercise voting rights. Votes are cast electronically via the Company's InvestorPortal. Voting via the InvestorPortal is possible from the time it is operational until the time voting is closed by the chairperson of the meeting during the Annual General Meeting on 23 June 2026.

Votes that have already been cast can also be altered or cancelled at any time up to the close of voting determined by the chairperson of the meeting during the voting process.

## 7. Procedure for voting by proxy

### a) Authorising a third party

Ordinary shareholders can also have their voting rights exercised by a proxy, e.g. an intermediary, a shareholders' association or any other person of their choice. Also, in this case, due Registration and proof of shareholding, as described in section III.3., must be ensured.

Proxies, revocations of authorisations to act, and proof of authorisation to be provided to the Company must be issued in text form if neither a credit institution, a shareholders' association or another intermediary pursuant to section 135 of the German Stock Corporation Act nor any other person or institution of equal status pursuant to section 135 para. 8 of the German Stock Corporation Act is authorised to exercise voting rights.

Proxies can be issued via the InvestorPortal using the data contained in the confirmation of Registration from the time the InvestorPortal is operational and also during the General Meeting.

Specific rules have to be observed when authorising credit institution, shareholders' associations, other intermediaries pursuant to section 135 of the German Stock Corporation Act or other persons or institutions of equal status pursuant to section 135 para. 8 of the German Stock Corporation Act, which must be inquired about with the person to be authorised. Authorised third parties cannot be physically present at the virtual General Meeting either and require the access data to the InvestorPortal to exercise the rights assigned to them.

For the authorization of a third party via intermediaries pursuant to section 67c of the German Stock Corporation Act, see above under "Conditions for Participation at the General Meeting and the exercise of voting rights" (section III.3.).

**b) Authorising the proxy agents designated by the Company**

Ordinary shareholders are being offered to authorise proxy agents who have been designated by the Company and who will be bound by instructions. In this case, too, due Registration and proof of shareholding, as described in section III.3., must be ensured. The proxy agents designated by the Company are obligated to vote as instructed; they cannot exercise the voting rights at their own discretion. Proxy authorisations and voting instructions to the proxy agents designated by the Company can also be issued via the Company's InvestorPortal.

Proxy authorisations and voting instructions must be issued to the proxy agents designated by the Company in text form (section 126b of the German Civil Code) and can be issued via the Company's InvestorPortal from when the InvestorPortal is operational up to the time defined by the chairperson of the meeting as part of the voting process. Up to this point in time, proxy authorisations and voting instructions issued can also be amended or revoked.

**8. Shareholders' rights (motion for additions to the agenda, motions, election proposals, statements, right to speak and request information, objections)**

**a) Motions for additions to the agenda pursuant to section 122 para. 2 of the German Stock Corporation Act**

Shareholders whose shares when taken together total the amount of one twentieth of the share capital or a proportionate interest of EUR 500,000.00 (corresponding to 500,000 shares) may request that items are added on the agenda and published in accordance with section 122 para. 2 in conjunction with para. 1 of the German Stock Corporation Act. Each new item must be submitted together with either a statement of the reasons for it or a proposed resolution.

The motion that agenda items be added must be received by the Company by **23 May 2026, 24:00 hrs (CEST)** exclusively at the following address:

Dr. Ing. h.c. F. Porsche Aktiengesellschaft  
c/o Office Dr Michael Leiters  
Porscheplatz 1  
70435 Stuttgart  
or by e-mail to: [agm@porsche.de](mailto:agm@porsche.de)

Motions for additions to the agenda must be submitted in German. If they are intended to be published in English, a translation must be enclosed.

Applicants have to prove that they have held the shares for at least 90 days before the date of receipt of their motion and that they will hold the shares until the Executive Board decides on their motion. It is referred to section 70 of the German Stock Corporation Act for the calculation of the period of share ownership.

Motions for additions to the agenda that are to be announced, will be published without undue delay in the German Federal Gazette (*Bundesanzeiger*) and disseminated throughout Europe.

Furthermore, motions for additions to the agenda are published on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/>.

**b) Shareholders' motions and election proposals pursuant to sections 126 para. 1, 127, 130a para. 5 sentence 3, 118a para. 1 sentence 2 no. 3 of the German Stock Corporation Act**

Counter motions against proposals of the Executive Board and/or the Supervisory Board regarding specific agenda items as well as election proposals must be submitted in accordance with sections 126 para. 1 and 127 of the German Stock Corporation Act by **8 June 2026, 24:00 hrs (CEST)** exclusively to the following address, together with proof that the person making such counter motion or proposal is a shareholder:

Dr. Ing. h.c. F. Porsche Aktiengesellschaft  
c/o Office Dr Michael Leiters  
Porscheplatz 1  
70435 Stuttgart  
or by e-mail to: [agm@porsche.de](mailto:agm@porsche.de)

Countermotions and election proposals must be submitted in German. If they are also intended to be published in English, a translation must be enclosed.

Countermotions and election proposals from shareholders that are to be made publicly available, will be published without undue delay, stating the name of the shareholder, on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> in accordance with sections 126 para. 1 and 127 of the German Stock Corporation Act. Any other personal data will not be disclosed unless the applicant expressly requests the disclosure of such data.

Potential statements by the Executive and Supervisory Boards will also be published on the website referred to above.

Countermotions and election proposals that are to be made publicly available by the Company shall be deemed to have been submitted at the time they are made publicly available in accordance with section 126 para. 4 of the German Stock Corporation Act. If the shareholder who has submitted the motion or election proposal is not duly registered for the General Meeting, the respective motion or election proposal does not have to be dealt with at the General Meeting. The Company will ensure that shareholders who have duly registered for the General Meeting can exercise their right to vote on countermotions and election proposals to be made publicly available in advance as soon as the shareholder issuing the motion or submitting the election proposal has duly registered for the General Meeting.

Countermotions, election proposals and other motions can also be submitted during the General Meeting by means of video communication, i.e., as part of the right to speak (see section III.8.d)).

**c) Right to submit statements pursuant to sections 118a para. 1 sentence 2 no. 6, 130a para. 1 to 4 of the German Stock Corporation Act**

Shareholders who have duly registered for the General Meeting or their proxies have the right to submit statements on agenda items by means of electronic communication by no later than five days prior to the meeting; this period shall not include the day of receipt and the day of the General Meeting, i.e., statements must be received by **17 June 2026, 24:00 hrs (CEST)**. Statements must be submitted in text form (as PDF file) in German via the InvestorPortal and may be up to 10,000 characters (including spaces).

The Company will publish statements submitted in due time, stating the name of the shareholder or proxy submitting them, on the Company's website at <https://investorrelations.porsche.com/en/general-meeting-26/> no later than four days prior to the meeting, i.e., by **18 June 2026, 24:00 hrs (CEST)**.

Statements will not be published if they are submitted late, contain more than 10,000 characters in length (including spaces), have a content that is libelous, unlawful or manifestly false or misleading or the shareholder submitting the statement indicates that he or she will neither participate in nor be represented at the General Meeting (sections 130a para. 3 sentence 4, 126 para. 2 sentence 1 no. 1, no. 3 or no. 6 of the German Stock Corporation Act).

Motions and election proposals, questions and objections to resolutions of the General Meeting contained in the statements submitted in text form will not be considered at the General Meeting; the submission of motions and election proposals (see section III.8.b)), the exercise of the right to obtain information (see section III.8.e)) and the raising of objections to resolutions of the General Meeting (see section III.8.f)) shall be possible only in the manner described separately in this invitation. In particular, the opportunity to submit statements does not constitute an opportunity to submit questions in advance in accordance with section 131 para. 1a of the German Stock Corporation Act.

**d) Right to speak pursuant to sections 118a para. 1 sentence 2 no. 7, 130a para. 5 and para. 6 of the German Stock Corporation Act**

Shareholders or their proxies who are connected electronically to the General Meeting have a right to speak at the meeting by way of video communication. Shareholders or their proxies can register on the InvestorPortal to address the General Meeting as of the beginning of the meeting. In particular, the right to speak also includes the right to submit motions and election proposals in accordance with section 118a para. 1 sentence 2 no. 3 of the German Stock Corporation Act and the right to request information in accordance with sections 118a para. 1 sentence 2 no. 4, 131 para. 1 of the German Stock Corporation Act.

Pursuant to sections 22 para. 4 and 23 para. 3 of the Company's Articles of Association, the chairperson of the meeting is particularly authorised to appropriately limit the time allowed for shareholders to ask questions and speak insofar as it is exercised in the virtual General Meeting. In particular, the chairperson of the meeting is authorised to set a reasonable time limit for the entire General Meeting, for individual agenda items or individual speeches or questions at the beginning of the General Meeting or during the meeting.

Shareholders or their proxies require an internet-capable device (PC, laptop, tablet or smart-phone) with a camera and microphone that can be accessed from the browser in order to exercise their right to speak.

The Company reserves the right to examine the functionality of video communication between shareholders and the Company at the meeting and prior to the verbal contribution and to reject the verbal contribution if the functionality of video communication is not ensured.

**e) Right to obtain information pursuant to sections 118a para. 1 sentence 2 no. 4, 131 para. 1 of the German Stock Corporation Act**

Pursuant to section 131 para. 1 of the German Stock Corporation Act, each shareholder who requests information on Company matters from the Executive Board at the General Meeting must be provided with such information to the extent that it is required for an adequate assessment of the relevant agenda item and there is no right to refuse the disclosure of such information. The Executive Board's obligation to provide information also applies to the Company's legal and business relations with any affiliate. Moreover, the obligation to provide information also extends to the situation of the Group and any companies included in the consolidated financial statements.

It is envisaged that the chairperson of the General Meeting will stipulate in accordance with section 131 para. 1f of the German Stock Corporation Act that all types of information rights pursuant to section 131 of the German Stock Corporation Act may only be exercised at the General Meeting by means of video communication, i.e. in the context of exercising the right to speak (see section III.8.d)).

Where a shareholder in his capacity as a shareholder has been provided with information outside the Annual General Meeting, pursuant to section 131 para. 4 sentence 1 of the German Stock Corporation Act, this information must be provided upon request to any other shareholder at the Annual General Meeting, even if the information is not required for the adequate assessment of the agenda item. During the virtual Annual General Meeting it will be ensured that shareholders or their proxies who are connected to the Annual General Meeting electronically can submit their request to the Annual General Meeting in accordance with section 131 para. 4 sentence 1 of the German Stock Corporation Act by means of electronic communication via the InvestorPortal.

**f) Raising objections to resolutions passed by the General Meeting in accordance with sections 118a para. 1 sentence 2 no. 8, 245 of the German Stock Corporation Act**

Shareholders or their proxies who are connected electronically to the General Meeting may raise an objection to any resolution passed by the Annual General Meeting by way of electronic communication. Objections can be declared via the InvestorPortal throughout the General Meeting until it ends. The notary has authorised the Company to accept objections via the InvestorPortal and receives objections via the InvestorPortal.

The proxy agents designated by the Company cannot raise objections to resolutions of the General Meeting on the record of the notary certifying the General Meeting.

**9. Information pursuant to section 124a of the German Stock Corporation Act available on the Company's website**

The content of the invitation to the General Meeting, the documents to be made available, motions submitted by shareholders and additional information in connection with the General Meeting (including on shareholder rights) are available at <https://investorrelations.porsche.com/en/general-meeting-26/>.

The results of voting will also be available at the same Internet address after the Annual General Meeting.

**10. Information on data protection for shareholders and proxies**

Dr. Ing. h.c. F. Porsche Aktiengesellschaft acts as controller processing personal data in connection with the conduct of the General Meeting, particularly contact details and information on share ownership, to ensure the proper conduct of the meeting, to enable you to exercise your shareholder rights and to meet obligations under (stock-corporation) law. The purpose of this processing is to pursue legitimate interests and to meet statutory obligations. For further information on the processing of your data and your rights (right of access to, right to rectification of, right to restriction of the processing of, your data, right to object, right to erasure of, and rights regarding transfers of, your data and your right to lodge a complaint with a competent supervisory authority), see <https://investorrelations.porsche.com/en/general-meeting-26/>. If you have any questions, please contact the data protection officer of Dr. Ing. h.c. F. Porsche Aktiengesellschaft, Porscheplatz 1, 70435 Stuttgart, e-mail: [datenschutz@porsche.de](mailto:datenschutz@porsche.de), at any time.

**Stuttgart, May 2026**

**Dr. Ing. h.c. F. Porsche Aktiengesellschaft**

***The Executive Board***