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Allane SE
Pullach im Isartal

Ordinary bearer shares
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Invitation to
the ordinary virtual shareholders' meeting
of Allane SE, Pullach im Isartal
registered with Local Court of Munich, HRB 227195

We invite our shareholders to the ordinary virtual shareholders' meeting on
30 June 2023, at 11:00 a.m.

that will be held on the basis of Section 26n para. 1 of the Introductory Act to the German Stock Corporation Act (EgAktG) as a virtual shareholders' meeting pursuant to Section 118a of the German Stock Corporation Act (AktG) without the physical presence of the shareholders or their proxies at the location of the shareholders' meeting. The location of the shareholders' meeting within the meaning of the German Stock Corporation Act is the registered office of the Company, Dr.-Carl-von-Linde-Str. 2, 82049 Pullach im Isartal. Shareholders and their proxies - with the exception of the proxy representatives appointed by the Company - have no right or opportunity to be present at the location of the shareholders' meeting. The entire shareholders' meeting will be broadcasted in video and audio for duly registered shareholders or their proxies on the internet in the access-protected internet service of the shareholders' meeting („**Investor-Portal**“).

You can access the InvestorPortal via the website <https://ir.allane-mobility-group.com/hv>.

Further notes, provisions and explanations regarding the participation of shareholders in the ordinary virtual shareholders' meeting and the exercise of voting rights are set out further below following the agenda.

I. AGENDA

1. **Presentation of the adopted annual financial statements and the approved consolidated financial statements of Allane SE, the situation report for the Group and Allane SE, including the explanatory notes on the information pursuant to Sections 289a, 315a of the German Commercial Code (HGB), and the report of the Supervisory Board, in each case for the fiscal year 2022**

The Supervisory Board has approved the annual financial statements and consolidated financial statements prepared by the Management Board; thereby, the annual financial statements have been adopted. In this case, the law does not provide for the adoption of the annual financial statements and the approval of the consolidated financial statements, respectively, by the shareholders' meeting. The statutory law (Section 176 para. 1 sentence 1 AktG) rather provides that the above-mentioned documents only have to be made available to the shareholders' meeting. Accordingly, no resolution of the shareholders' meeting is required with respect to agenda item 1.

2. **Resolution on the use of the balance sheet profits for the fiscal year 2022**

The Management Board and the Supervisory Board propose to resolve as follows:

The balance sheet profits for the fiscal year 2022 in the amount of EUR 23,272,052.86 reported in the approved financial statements of the Company shall be used as follows:

Distribution of a dividend of EUR 0.09 per no-par value share entitled to a dividend	EUR 1,855,043.37
Balance to be carried forward to the new accounting period	EUR 21,417,009.49
	<hr/>
	EUR 23,272,052.86

The shareholders' entitlement to the dividend is due for payment on Wednesday, 5 July 2023 (§ 58 para. 4 sentence 2 AktG).

Pursuant to Section 71b AktG, treasury shares held directly or indirectly by the Company are not entitled to dividends. The above proposal for the use of balance sheet profits takes into account that the Company does not hold any treasury shares at the time of the announcement of the convening of the shareholders' meeting in the Federal Gazette (*Bundesanzeiger*) and that therefore all 20,611,593 no-par value shares issued by the Company are entitled to dividends at the time of the announcement of the convening of the shareholders' meeting in the Federal Gazette (*Bundesanzeiger*). Should the total number of shares entitled to dividend change until the date of the shareholders' meeting, a correspondingly adjusted proposal for resolution will be put to the vote at the shareholders' meeting, which, with an unchanged amount of the dividend per no-par value share entitled to dividend, will provide for correspondingly adjusted amounts for the total dividend and for the balance to be carried forward to the new accounting period.

3. **Formal approval of the acts of the members of the Management Board of Allane SE for the fiscal year 2022**

The Management Board and the Supervisory Board propose that the members of the Management Board holding the office in the fiscal year 2022 be granted formal approval for their activities in the fiscal year 2022.

4. **Formal approval of the acts of the members of the Supervisory Board of Allane SE for the fiscal year 2022**

The Management Board and the Supervisory Board propose that the members of the Supervisory Board holding the office in the fiscal year 2022 be granted formal approval for their activities in the fiscal year 2022.

5. **Appointment of the auditor for the fiscal year 2023 as well as the auditor for a review or audit of financial reports/financial information during the fiscal year 2023 and in the fiscal year 2024 during the period until the next ordinary shareholders' meeting**

The Supervisory Board proposes – based on the recommendation of its Audit Committee – that PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Munich, be appointed

- as auditor for the Company and the Group for the fiscal year 2023 as well as for the auditor's possible review or audit of financial reports/financial information set up during the fiscal year 2023; and
- for the auditor's possible review or audit of financial reports/financial information set up during the fiscal year 2024 in the period until the next ordinary shareholders' meeting in 2024.

In accordance with Article 16 para. 2 subparagraph 3 of Regulation (EU) No. 537/2014 (EU Audit Regulation), the Audit Committee of the Supervisory Board has declared in its recommendation that it is free from undue influence by third parties and that no restriction has been imposed on it with regard to the selection of a particular auditor or audit firm within the meaning of Article 16 para. 6 of the EU Audit Regulation.

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

Pursuant to Section 162 AktG, the Management Board and the Supervisory Board shall prepare an annual report on the remuneration granted and owed to each individual current or former member of the Management Board and the Supervisory Board in the past fiscal year (remuneration report) and submit this remuneration report to the shareholders' meeting for approval pursuant to Section 120a para. 4 AktG.

The remuneration report prepared by the Management Board and the Supervisory Board for the fiscal year 2022 was audited by the auditor in accordance with the requirements of Section 162 para. 3 AktG. The auditor's report is attached to the remuneration report.

The remuneration report and the relating auditor's report are set out below following the agenda in the supplementary information on agenda item 6.

The Management Board and the Supervisory Board propose that the remuneration report for the fiscal year 2022, which has been prepared and audited in accordance with Section 162 AktG, be approved.

7. **Elections to the Supervisory Board**

Pursuant to Art. 40 para. 3 SE Regulation, Section 17 para. 1 SEAG in conjunction with Section 10 para. 1 and 2 of the Articles of Association of the Company and Section 10.4 of the Agreement of 25 February 2016 with the Special Negotiating Body on Employee Participation at the Company, the Supervisory Board of the Company shall consist of six members, all of whom shall be elected by the shareholders' meeting. The shareholders' meeting is not bound by election proposals.

The previous member of the Supervisory Board, Mr Su Ho Kim, resigned from office with effect as of 13 April 2023. Mr Su Ho Kim was appointed until the end of the shareholders' meeting which resolves on the formal approval of his acts for the fiscal year 2023.

On 22 March 2023, the Management Board of the Company filed an application with the competent Local Court of Munich pursuant to Section 104 para. 1 and para. 2 AktG to appoint Mr Ross Williams, resident in Seoul, Republic of Korea, President and CEO of Hyundai Capital America Corp., Irvine, CA, USA and Vice President and Head of Global Business Division at Hyundai Capital Services Inc., Seoul, Republic of Korea, as a member of the Supervisory Board of the Company. The Local Court of Munich sustained the application on 28 March 2023 and appointed Mr Ross Williams as a member of the Supervisory Board with effect from 14 April 2023 and, at the Company's suggestion, limited Mr Ross Williams' term of office until the end of the shareholders' meeting convened with this invitation.

Furthermore, the present member of the Supervisory Board, Mr Hyung Seok Lee, resigned from office with effect as of the end of the shareholders' meeting convened with this invitation. Mr Hyung Seok Lee was appointed until the end of the shareholders' meeting which resolves on the formal approval of his acts for the fiscal year 2023.

Elections for two seats on the Supervisory Board are therefore necessary.

The Supervisory Board proposes to resolve as follows:

7.1 Election proposal Mr Ross Williams

Mr. Ross Williams, resident in Seoul, Republic of Korea, President and CEO of Hyundai Capital America Corp., Irvine, CA, USA and Vice President and Head of Global Business Division at Hyundai Capital Services Inc., Seoul, Republic of Korea, is elected as a member of the Supervisory Board of the Company. The election is made with effect from the end of this shareholders' meeting and for the period until the end of the shareholders' meeting which resolves on the formal approval of the acts of the Supervisory Board members for the fiscal year 2023, but for no longer than six years.

7.2 Election proposal Mr Keunbae Hong

Mr. Keunbae Hong, resident in Seoul, Republic of Korea, Head of Global Finance Department at Hyundai Capital Services Inc., Seoul, Republic of Korea, is elected as a member of the Supervisory Board of the Company. The election is made with effect from the end of this shareholders' meeting and for the period until the end of the shareholders' meeting which resolves on the formal approval of the Supervisory Board members for the fiscal year 2023, but for no longer than six years.

It is intended to conduct the above elections by way of separate individual elections.

The above election proposals of the Supervisory Board take into account the objectives resolved by the Supervisory Board for its composition and aim to fulfill the competence profile resolved by the Supervisory Board for the full Board. An explanation of the composition targets resolved by the Supervisory Board and the competence profile of the Supervisory Board is provided in the combined situation report for Allane SE and the Group for the fiscal year 2022 in Section A.10 under item 6.5 and, which is available on the Company's website at <https://ir.allane-mobility-group.com/hv>.

Information on the personal and business relationships of the individuals proposed for election to the Company, the corporate bodies of the Company and a shareholder with a material interest in the Company which, in the opinion of the Supervisory Board, is significant for the election decision is as follows:

Mr. Ross Williams is President and CEO of Hyundai Capital America Corp., Irvine, CA, USA and Vice President and Head of Global Business Division at Hyundai Capital Services Inc., Seoul, Republic of Korea, which is a majority

shareholder of Hyundai Capital Bank Europe GmbH; Hyundai Capital Bank Europe GmbH is a major shareholder of the Company. He has been a member of the Supervisory Board since his court appointment with effect from 14 April 2023.

Mr. Keunbae Hong is the Head of Global Finance Department at Hyundai Capital Services Inc., Seoul, Republic of Korea, which is a majority shareholder of Hyundai Capital Bank Europe GmbH; Hyundai Capital Bank Europe GmbH is a major shareholder of the Company.

The curriculum vitae of the individuals proposed for election, which in each case also contain information on memberships in other statutory boards and comparable domestic and foreign supervisory bodies of companies as well as an overview of significant activities in addition to the Supervisory Board mandate with the Company, are set out below following the agenda in the supplementary information on agenda item 7.

8. **Resolution on the approval of a domination and profit and loss transfer agreement between Allane SE and One Mobility Management GmbH**

Allane SE has entered into a domination and profit and loss transfer agreement with One Mobility Management GmbH on 2 May 2023, which will be approved by the shareholders' meeting of One Mobility Management GmbH on the date of the shareholders' meeting convened with this invitation. Allane SE is the sole shareholder of One Mobility Management GmbH. For this reason, the domination and profit and loss transfer agreement does not have to provide for a compensation payment pursuant to Section 304 AktG or a settlement pursuant to Section 305 AktG for outside shareholders. An audit of the domination and profit and loss transfer agreement by a contract auditor is unnecessary in corresponding application of Section 293b para. 1 last half-sentence AktG, since all shares in One Mobility Management GmbH are held by Allane SE.

From the time of convening this shareholders' meeting, the documents referred to in Section 293f para. 1 AktG will be available on the website at <https://ir.allane-mobility-group.com/hv> (for further details, please refer to Section III.1 below).

The Management Board and the Supervisory Board propose to approve the conclusion of the domination and profit and loss transfer agreement.

9. **Resolution on the amendment of the Articles of Association**

9.1 Authorization of the Management Board to opt for the holding of a virtual shareholders' meeting

Through the Act on the Introduction of Virtual Shareholders' Meetings of Stock Corporations and Amendment of Cooperative and Insolvency and Restructuring Law Provisions (Federal Law Gazette I No. 27 2022, p. 1166 et seq.), the virtual shareholders' meeting has been permanently regulated in the Stock Corporation Act. Pursuant to Section 118a para. 1 sentence 1 AktG, the articles of association may provide or authorize the management board to opt that the shareholders' meeting is held as a virtual shareholders' meeting, i.e. without the physical presence of the shareholders or their proxies at the location of the shareholders' meeting.

Such authorization of the Management Board shall be included in the Articles of Association of the Company. In order to be able to decide flexibly and appropriately on the format of the shareholders' meeting, also with regard to the interests of the shareholders, it is expedient not to order the holding of a virtual shareholders' meeting directly in the articles of association, but to authorize the Management Board to determine the respective format of the shareholders' meeting. The decision to be made by the Management Board for each shareholders' meeting on the format of the shareholders' meeting is to be made at its due discretion on the basis of the relevant factual criteria. If the Management Board makes use of the proposed authorization and decides to hold a virtual shareholders' meeting, it will make its decision taking into account the interests of the Company and its shareholders and will in particular consider the protection of shareholders' rights as well as aspects of health protection of the participants, effort and costs as well as sustainability considerations for the format and structure of the shareholders' meeting.

The Management Board and the Supervisory Board propose to resolve as follows:

The following § 17 No. 4 shall be newly inserted into the Articles of Association of the Company:

“The Management Board is authorized, for shareholders' meetings to be held until the end of 29 June 2028, to provide for the shareholders' meeting to be held without the physical presence of the shareholders or their proxies at the location

of the shareholders' meeting (virtual shareholders' meeting), subject to compliance with the legal requirements provided for this purpose. All provisions of the Articles of Association for shareholders' meetings shall apply to the virtual shareholders' meeting, unless mandatory law provides otherwise or these Articles of Association expressly provide otherwise."

9.2 Authorization of the chairman of the shareholders' meeting to appropriately limit the right of inquiry

In order to ensure a proper conduct of the shareholders' meeting, the Articles of Association already provide, as is common practice in the market, that the chairman of the shareholders' meeting may limit the right to ask questions in the shareholders' meeting to a reasonable period of time and may determine further details thereof. This right of the chairman of the shareholders' meeting is to be extended to the right of inquiry provided for in the case of questions having been submitted in advance, in accordance with the statutory provisions on the virtual shareholders' meeting.

The Management Board and the Supervisory Board propose to resolve as follows:

§ 19 No. 3 of the Articles of Association of the Company shall be reworded as follows:

"The chairman of the shareholders' meeting may impose reasonable time limits on the shareholders' right to ask questions, to make inquiries and to speak and may determine further details thereof. In particular, he shall be entitled to determine at the beginning of the shareholders' meeting or during its course a reasonable time frame for the entire course of the shareholders' meeting, for individual items on the agenda as well as for individual questions, inquiries and speeches."

9.3 Participation of members of the Supervisory Board in the shareholders' meeting by means of video and audio transmission

In principle, the members of the Supervisory Board attend the shareholders' meeting in person. However, according to Section 118 para. 3 sentence 2 AktG, the Articles of Association may provide for certain cases in which a participation of members of the Supervisory Board in the shareholders' meeting may take place by means of video and audio transmission. Use shall be made of this option in order to enable participation

also in situations in which a physical presence at the location of the shareholders' meeting would not be possible or would only be possible with considerable effort.

The Management Board and the Supervisory Board propose to resolve as follows:

The following § 18 No. 8 shall be inserted in the Articles of Association of the Company:

“Members of the Supervisory Board who do not chair the shareholders' meeting shall, in agreement with the Chairman of the Supervisory Board, be permitted to participate in the shareholders' meeting by means of video and audio transmission in those cases in which their physical presence at the location of the shareholders' meeting would not be possible or would only be possible at considerable effort due to legal restrictions, their stay abroad, their necessary stay at another place in Germany or due to an unreasonable travel time, or if the shareholders' meeting is held as a virtual shareholders' meeting.”

The currently valid Articles of Association are available on our website at <https://ir.allane-mobility-group.com/hv>. They will also be accessible there during the shareholders' meeting.

II. SUPPLEMENTARY INFORMATION ON THE AGENDA

1. **Supplementary information on agenda item 6 (Resolution on the approval of the remuneration report)**

Remuneration Report 2022

The remuneration report for the Management Board and the Supervisory Board for the fiscal year 2022 was jointly prepared by the Management Board and the Supervisory Board of Allane SE (hereinafter also „**Allane**“) pursuant to Section 162 of the German Stock Corporation Act (hereinafter „**AktG**“) in conjunction with Art. 9 para. 1 lit. c) ii) of the Council Regulation (EG) No. 2157/2001 of 8 October 2001 on the Statute for a European Company (SE) (hereinafter „**SE Regulation**“). The remuneration report explains the basic features of the remuneration systems for the members of the Management Board and the Supervisory Board of the Company and provides information on the remuneration granted and owed by the Company to each current and former member of the Management Board and the Supervisory Board in the fiscal year 2022, as well as the other disclosures required by law.

The remuneration report was prepared in this form and in accordance with the requirements of Section 162 AktG for the first time for the fiscal year 2021. At the shareholders' meeting of Allane SE on 29 June 2022, the remuneration report 2021 was approved with a majority of 95.71 %. In view of the high approval rate, there was no reason to change the remuneration system or the manner of reporting.

I. Remuneration of the Management Board in the 2022 fiscal year

The remuneration system describes the basic features and components of the remuneration of the Management Board of the Company. It complies with the statutory provisions of the German Stock Corporation Act and - where applicable - the German Banking Act (*Kreditwesengesetz*) and the Remuneration Ordinance for Institutions (*Institutsvergütungsverordnung*). The current system of remuneration for the members of the Management Board of the Company was adopted by the Supervisory Board in accordance with Sections 87 para 1, 87a para. 1 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation and approved by the shareholders' meeting on 29 June 2021 with a majority of 95.71 % of the capital represented. It applies to all newly appointed or reappointed members of the Management Board after the shareholders' meeting of the Company on 29 June 2021.

1. Principles of the remuneration system for the Management Board

The remuneration system for the members of the Management Board is aligned with the sustainable and long-term development of the Company and the achievement of the objectives set out in the Company's business and risk strategy. The remuneration system supports the sustainable growth strategy and development of the Allane Group as one of the leading platforms in vehicle leasing in online-supported direct sales as well as a specialist in the management and full-service leasing of corporate fleets. This is achieved in particular through the design of the remuneration parameters derived from the corporate strategy and the multi-year orientation of the remuneration system. The remuneration system is transparent and takes into account the corporate culture. At the same time, the remuneration system avoids incentives to take disproportionate risks. With the remuneration system, the Supervisory Board pursues the goal of offering the members of the Management Board a remuneration package that is both customary in the market and competitive within the legal framework in order to ensure that qualified Management Board members can be retained by the Company in the future and that new Management Board members can be recruited for the Company.

2. Procedures for determining, reviewing and implementing the Management Board remuneration system

The Supervisory Board as a whole decides on the remuneration system for the Management Board. In doing so, the Supervisory Board observes the requirements of the German Stock Corporation Act, in particular pursuant to Sections 87, 87a AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation as well as - where applicable - the requirements of the German Banking Act (*Kreditwesengesetz*) and the Remuneration Ordinance for Institutions (*Institutsvergütungsverordnung*). There is no delegation of tasks related to the Management Board remuneration system to a committee of the Supervisory Board. In accordance with the requirements of the German Stock Corporation Act (AktG), the remuneration system adopted by the Supervisory Board is submitted to the shareholders' meeting for approval at least every four years and whenever there is a significant change. Based on the remuneration system presented to the shareholders' meeting, the Supervisory Board determines the specific target remuneration of the Management Board members. In doing so, the Supervisory Board pays attention to the appropriateness of the remuneration with regard to the tasks of the individual Management Board member, his personal performance, the economic situation, the success and the future prospects of the Company, taking into account the requirements of Section 87 para. 1 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation and - where applicable - the German Banking Act (*Kreditwesengesetz*) and the Remuneration Ordinance for Institutions (*Institutsvergütungsverordnung*). If the shareholders' meeting does not approve the remuneration system, the Supervisory Board shall submit a revised remuneration system for approval at the latest at the following ordinary shareholders' meeting.

The Supervisory Board regularly reviews the remuneration system for the Management Board for its appropriateness and customary nature as well as compliance with the applicable legal and regulatory requirements in order to ensure a customary and competitive system within this framework. In assessing the appropriateness and customary nature of the remuneration, the Supervisory Board takes into account the relationship of the Company's Management Board remuneration in relation to other, comparable companies (horizontal comparison) as well as the appropriateness of the remuneration within the Company (vertical comparison). Within the framework of the vertical comparison, the Supervisory Board takes into account both the relationship to the remuneration of the executives of the first management level immediately downstream of the Management Board (senior management) and in relation to the total workforce of the Company in Germany and their remuneration and employment conditions, also in the development over time. Should the Supervisory Board identify a need for change in the course of its regular review of the remuneration system, it shall pass resolutions on corresponding changes. In the event of significant changes, the Supervisory Board shall again submit the remuneration system to the shareholders' meeting for approval. If the

Supervisory Board consults an external remuneration expert to develop the remuneration system and to assess the appropriateness of the remuneration, it shall ensure that the expert is independent of the Management Board and the Company. The members of the Supervisory Board are obliged to act exclusively in the interest of the Company. They may not pursue personal interests or use business opportunities of the Company for themselves or a third party within the scope of their Supervisory Board activities. Conflicts of interest shall be disclosed to the Chairman of the Supervisory Board without delay. In its annual report to the shareholders' meeting, the Supervisory Board shall report, among other things, on any conflicts of interest that have arisen and how they have been dealt with. If a member of the Supervisory Board is subject to a conflict of interest that is not merely temporary, he or she shall resign from office.

3. Principles of remuneration determination in the remuneration system

The fixed remuneration and the variable remuneration together make up the total remuneration for a member of the Management Board. The Supervisory Board defines target and maximum amounts (upper limit) for all remuneration components.

a) Structure of the remuneration system

The remuneration system consists of non-performance-related (fixed) and performance-related (variable) components that comply with the provisions of the German Stock Corporation Act and - where applicable - regulatory law on remuneration, in particular in accordance with the Remuneration Ordinance for Institutions (*Institutsvergütungsverordnung*). The fixed remuneration consists of the basic annual salary and fringe benefits. The variable remuneration components are performance-related and consist of an upfront cash component, an upfront instrument component, a deferral cash component and a deferral instrument component.

aa) Fixed remuneration components

The fixed remuneration is granted irrespective of performance and consists of the basic annual salary and fringe benefits.

(1) Basic salary

The members of the Management Board receive a fixed basic salary based on the function and area of responsibility of the respective Management Board member. It is paid in 12 equal monthly instalments.

(2) Fringe benefits

In addition to the fixed basic salary, the Company grants the Management Board members fringe benefits in line with the market. For example, the Company provides the

Management Board members with a company car, which is also permitted for private use. Furthermore, the members of the Management Board are granted insurance policies in line with the market (D&O/legal expenses insurance, group accident insurance). For the D&O insurance, there is a deductible in accordance with the requirements of the German Stock Corporation Act in the amount of 10 % of the damage, limited per calendar year to one and a half times the fixed annual remuneration. In addition, housing allowances, relocation allowances, school allowances and comparable fringe benefits may be granted in individual cases. The same applies within the framework of the regulatory requirements for special payments dependent on the individual case, such as retention bonuses, recognition bonuses or transaction bonuses.

bb) Variable remuneration components

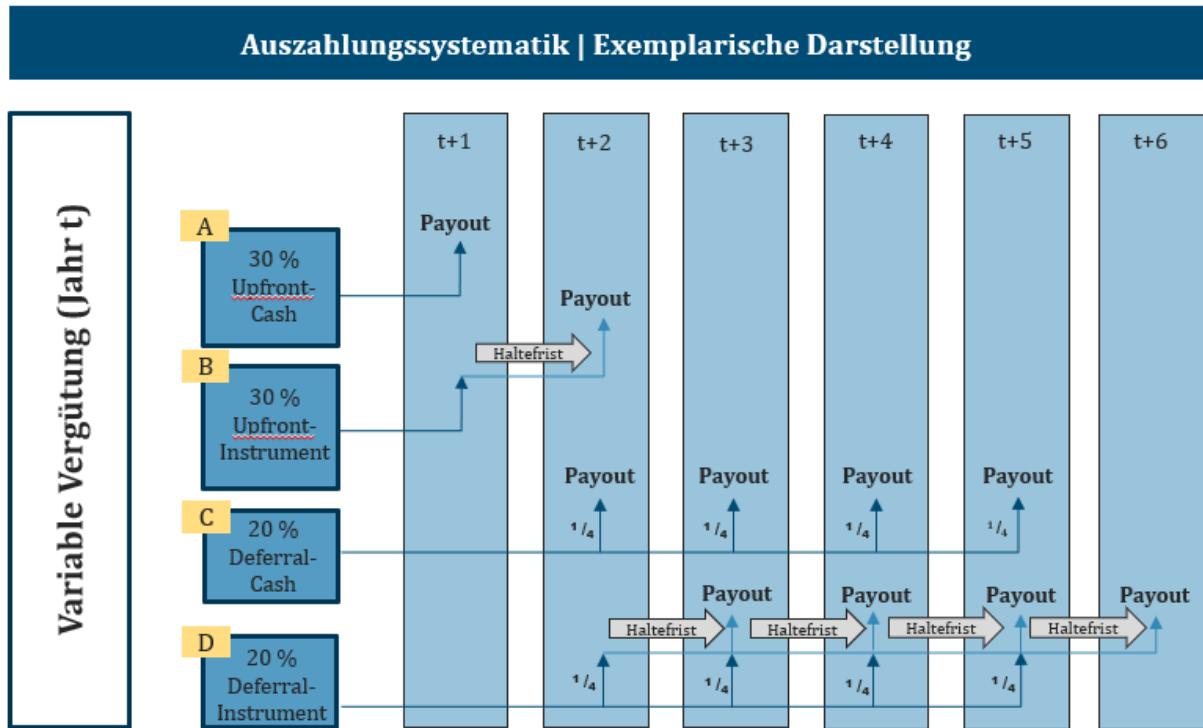
The variable remuneration of the Management Board members in the form of a bonus is linked to operational and strategic corporate objectives as well as individual or departmental objectives for the Management Board members, which are set by the Supervisory Board at the beginning of a fiscal year. The target setting is aligned with the business and risk strategy of the Company as well as the multi-year planning and aims at a success-oriented, sustainable corporate management taking into account the risks assumed.

In this way, the objectives contribute to the promotion of the business strategy and the long-term and sustainable development of the Company and also take into account social/environmental parameters. Within the framework of the objectives, financial and non-financial as well as quantitative and qualitative performance criteria are taken into account. The performance criteria to be determined by the Supervisory Board within the framework of the corporate objectives can be linked to strategic initiatives of the Company as financial and non-financial objectives (e.g. project-related, product-related, customer-related or business partner-related initiatives) on the one hand, and on the other hand as quantitative, in particular financial, as well as other financial or operational objectives related to the Company's success (e.g. financial ratios). The individual or departmental targets take into account in particular the function and the area of responsibility of the individual board member, whereby both financial and non-financial as well as quantitative and qualitative parameters (e.g. project-related, customer-related, employee-related, departmental targets) can be taken into account. Together with the determination of the objectives, the Supervisory Board annually determines for the upcoming fiscal year the amount of the target bonus in the case of 100 % overall target achievement, the maximum bonus output amount to be determined for the fiscal year as well as demanding threshold, target and maximum values for each objective and for the overall objective achievement as well as the weighting of the individual objectives in relation to

each other for each member of the Management Board. The target values are derived from the Company's planning and correspond to 100% target achievement. If a set target is missed in such a way that it falls below the threshold value, the target achievement for this target corresponds to 0%. If the set maximum value is reached, the degree of target achievement for the target is capped and does not increase further. A change in the set targets during the year is generally excluded. An exception is conceivable in accordance with regulatory requirements in the event of a change in the business and risk strategy of the Company. Unforeseeable (in particular exogenous, uncontrollable) special influences or extraordinary developments that could not be taken into account at the time the targets were set, or not to the extent that they were realised, and that have led to significant changes in the general conditions (e.g. acquisition or sale of businesses, fundamental changes in the market situation, natural disasters, pandemics as well as comparable circumstances) may be considered within the framework of a narrowly limited, bound discretion of the Supervisory Board when determining target achievement by correcting the overall target achievement level upwards or downwards by up to 20 percentage points, insofar as this does not conflict with mandatory legal provisions. The initial amount of the bonus to be granted for a fiscal year is determined by the Supervisory Board on the basis of the target achievement of the performance criteria. This is done by means of an actual-target comparison for the quantitatively measurable financial and non-financial targets or by means of an assessment by the Supervisory Board according to its dutiful discretion with regard to the qualitative, non-financial targets. Based on the defined threshold, target and maximum values of the individual performance criteria as well as the defined weighting of the performance criteria among each other, the Supervisory Board determines the overall target achievement of the Management Board members. On this basis, the Supervisory Board determines the starting amount of the bonus for a fiscal year by multiplying the overall target achievement level by the target bonus of the individual Management Board member. The initial amount of the bonus determined for a fiscal year is granted under further conditions in the form of the following variable remuneration components, whereby the Supervisory Board decides on the structuring of the components in detail (namely with regard to the duration of the deferral periods and the holding periods) and the weighting of the components on the basis of the regulatory requirements for financial institutions. Currently, the variable remuneration components are weighted as follows:

- Upfront cash component (30 % weighting)
- Upfront instrument component (30 % weighting)
- Deferral cash component (20 % weighting)
- Deferral instrument component (20 % weighting)

The following diagram illustrates the system (exemplary presentation):



[“Auszahlungssystematik” means payment system; “Exemplarische Darstellung” means exemplary presentation; “Variable Vergütung” means variable remuneration and “Haltefrist” means holding period]

The granting or payment of variable remuneration always requires that the applicable regulatory requirements in this regard, in particular with regard to the risk-bearing capacity and the earnings situation as well as the equity capital and liquidity of the Company, are fulfilled. In the event of changes to the remuneration regulations of the Management Board members required by regulatory law, the Supervisory Board is entitled to implement these in the remuneration agreements with the Management Board members.

(1) Upfront cash component

The part of the variable remuneration to be granted as an upfront cash component is, subject to statutory deductions, paid out to the bank account of the Management Board member with the next, respectively the next but one, salary run following the Supervisory Board’s determination of the starting amount of the bonus in accordance with regulatory requirements. The upfront cash component is not paid out prematurely even if the Management Board member leaves the Company.

(2) Upfront instrument component

The amount of variable remuneration determined as an upfront instrument component is converted into upfront instruments following the Supervisory Board's determination of the starting amount of the bonus in accordance with the regulatory requirements and granted to the Management Board member in the form of upfront instruments. The conversion is made at a nominal value determined by the Supervisory Board, currently the nominal value of EUR 1.00 (gross) per upfront instrument. The upfront instruments are subject to a holding period to be determined by the Supervisory Board, currently a holding period of one year. The holding period begins at the end of 31 December of the fiscal year preceding the granting of the upfront instruments ("Initial Date"). No interest is paid on the upfront instruments during the holding period. The upfront instruments may be made heritable. The upfront instruments are not paid out before the end of the holding period. This also applies if the member of the Management Board leaves the Company. At the end of each holding period, the Supervisory Board determines the sustainable performance of the Company during the defined holding period on the basis of certain parameters set by it in advance and taking into account the regulatory requirements. The Supervisory Board has defined the Company's income before tax, the development of its balance sheet equity and its risk-bearing capacity as well as its liquidity as the relevant parameters for the fiscal year 2022. If there is an increase in value, this leads to an increase in the payout amount resulting from the upfront instruments. A decline in value, on the other hand, leads to a reduction in the payout amount. Subject to statutory deductions and the corresponding determinations of the Supervisory Board, the payout amount determined in this way is paid out to the bank account of the Management Board member after the corresponding determinations of the Supervisory Board have been made in accordance with the regulatory requirements.

(3) Deferral cash component

The deferral cash component is subject to a retention period to be determined by the Supervisory Board that meets the regulatory requirements (currently at least four years). At the beginning of the retention period, the amount determined as the deferral cash component is credited to a virtual account held for the Management Board member as a calculation item in accordance with the regulatory requirements, without the crediting already creating an entitlement or claim to the corresponding amount. Before the end of the retention period, there is only a claim for error-free determination of the part of the variable remuneration that has not yet become an entitlement or claim. Interest is not paid on the deferral cash component during the retention period. The deferral cash component can be made heritable. During the retention period, the Supervisory Board decides after the end of each fiscal year following the crediting, in accordance with the

regulatory requirements, on the granting of a proportionate share (currently one quarter) of the amount credited as a deferral cash component. Whether the part of the deferral cash component determined in this way is paid out depends on the backtesting, malus and clawback regulations to be determined by the Supervisory Board in accordance with item (5). Subject to statutory deductions and the corresponding determinations of the Supervisory Board, a payment of the deferral cash component is made to the bank account of the Management Board member with the next salary run after the Supervisory Board's corresponding determination of the part of the deferral cash component to be paid out in accordance with regulatory requirements. A payment of the deferral cash component before the end of the respective retention period is excluded. This also applies in the event of termination of the service contract.

(4) Deferral instrument component

The deferral instrument component is subject to a retention period to be determined by the Supervisory Board that complies with the regulatory requirements (currently at least four years). At the beginning of the retention period, the amount determined as the deferral instrument component is credited, in accordance with the regulatory requirements, to a virtual account held for the Management Board member as a calculation item, in the form of deferral instruments, with a nominal value determined by the Supervisory Board, currently a nominal value of EUR 1.00 (gross) per deferral instrument, without the crediting of the deferral instruments already creating an entitlement or claim of the Management Board member to the corresponding amount or the deferral instruments. Before the end of the retention period, there is only a claim for error-free determination of the part of the deferral instrument component that has not yet become an entitlement or claim. Amounts withheld as deferral instruments do not accrue interest until a decision is made on their award. Deferral instruments may be made heritable. During the retention period, the Supervisory Board shall decide at the beginning of each fiscal year following the crediting, applying the backtesting, malus and clawback regulations to be determined by the Supervisory Board in accordance with item (5), on the granting of a proportionate share (currently one quarter) of the credited deferral instruments. The deferral instruments to be granted thereafter are subject to a holding period to be determined by the Supervisory Board, currently a holding period of one year. In this respect, the relevant regulations for the upfront instruments regarding the holding period, the determination of the performance and the determination of the payment amount apply accordingly, with the proviso that the Initial Date in each case is the end of 31 December of the fiscal year preceding the crediting of the deferral instruments to the virtual account held for the Management Board member. The amount to be paid out to the Management

Board member on the deferral instruments after expiry of the holding period is determined on this basis - depending on the performance of the Company during the holding period. Subject to statutory deductions and the corresponding determinations of the Supervisory Board, the payment is made to the bank account of the Management Board member following the corresponding determinations of the Supervisory Board after the expiry of the holding period in accordance with the regulatory requirements. The deferral instruments are not granted or paid out before the end of the respective retention period. This also applies in the event of termination of the service contract.

(5) Backtesting, malus and clawback

Before a decision is made on granting a tranche of the deferral cash component or the deferral instrument component, the target achievement levels on which the respective remuneration component is based are reviewed again (backtesting) in accordance with the regulatory requirements of the Remuneration Ordinance for Institutions (*Institutsvergütungsverordnung*) as specified in more detail by the Supervisory Board. If the result of the back-testing deviates negatively from the target achievement levels on which the variable remuneration was originally based, the respective deferral cash component or deferral instrument component shall be adjusted on the basis of the corrected target achievement level as determined in more detail by the Supervisory Board. An increase of the variable remuneration in the context of backtesting is excluded. In addition, breaches of duty by a member of the Management Board against legal, regulatory or contractual obligations, as determined in more detail by the Supervisory Board in accordance with regulatory requirements, can lead to a reduction or cancellation of variable remuneration components that have not yet been paid out (malus regulation). The Supervisory Board shall dutifully decide on the extent of a reduction or cancellation according to the circumstances of the individual case. In particular, serious breaches of duty can lead to a complete reduction of the variable remuneration to be granted for the corresponding fiscal year in accordance with the regulatory requirements. In particular, in the event of a serious breach of duty, Management Board members may also be obliged to repay variable remuneration components already paid out for the corresponding fiscal year (clawback provision). This applies as determined in more detail by the Supervisory Board, in accordance with regulatory requirements, namely in cases in which there have been significant losses or a significant regulatory sanction to the detriment of the Company. The clawback period begins, as further determined by the Supervisory Board in accordance with regulatory requirements, with the payment of the non-retained portion of the variable remuneration (upfront cash component) for the fiscal year in which the clawback case occurred and ends two years after the expiry of the

retention period of the last component of the deferral cash component to be granted for this fiscal year.

cc) Maximum remuneration

The remuneration of the Management Board, taking into account all remuneration components, is limited in accordance with Section 87a para. 1 sentence 2 no. 1 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation (maximum remuneration). The maximum remuneration limits the total of all remuneration payments made to the Management Board member for a fiscal year and includes all remuneration components including fixed remuneration, all variable remuneration components as well as fringe benefits and bonuses of any kind. The maximum remuneration for Management Board members is EUR 1,200,000.00 (gross). If the maximum amount is exceeded, the payment of the variable remuneration is reduced accordingly. For the current service contracts, the regulations on the upper limit of remuneration agreed therein apply. In addition, the remuneration of the Management Board is also limited in terms of the variable remuneration components. On the one hand, this limit is set by means of the maximum target achievement levels of the Management Board members to be determined by the Supervisory Board, which are decisive for the determination of the variable remuneration. On the other hand, the annual variable remuneration of the Management Board members may not exceed the annual fixed remuneration in accordance with the regulatory requirements pursuant to Section 25a para. 5 of the German Banking Act (*Kreditwesengesetz*), unless the shareholders' meeting resolves to approve a higher variable remuneration, which may not exceed 200 percent of the fixed remuneration. The shareholders' meeting made use of this option and approved a higher variable remuneration of up to 200 percent of the fixed remuneration component for the members of the Management Board, which is valid for an unlimited period of time.

dd) Further remuneration-related provisions in the service contract

(1) Terms of Management Board service contracts, incapacity to serve, death

The Management Board service contracts are concluded for the duration of the appointment period each. When appointing members of the Management Board, the Supervisory Board observes the requirements of Section 84 AktG in conjunction with Art. 9 para. 1 lit. c) ii), Art. 39 para. 2 SE Regulation, in particular the maximum term of appointment of five years (§ 7 para. 2 sentence 1 of the Articles of Association). In the case of initial appointments, the term should not exceed three years. In accordance with the German Stock Corporation Act, an ordinary termination option is not provided for in the service contracts; the right to terminate the service contract without notice for good cause remains unaffected. In the event of an effective revocation of the appointment as

a member of the Management Board pursuant to Section 84 para. 4 AktG in conjunction with Art. 9 para. 1 lit. c) ii), Art. 39 para. 2 SE Regulation, the resignation of the Management Board member or any other termination of the Management Board member's office, the Management Board service contract shall end upon expiry of a notice period of six months to the end of a calendar month, but no later than the regular end of the contract. Any earlier termination of this contract for good cause (Section 626 German Civil Code (*Bürgerliches Gesetzbuch*)) remains unaffected. The Management Board service contracts shall also end automatically six months after the permanent incapacity for work has been established in the event of the occurrence of a permanent incapacity for work, insofar as the contract does not end at an earlier point in time due to the expiry of time or termination. In the event of a temporary, non-permanent incapacity for work, the fixed annual basic salary shall continue to be paid to the Management Board member for a period of up to six months, but no longer than until the termination of the contract. Sickness benefits and similar benefits which the Management Board member may claim on the basis of an insurance relationship shall be offset against the continued payment of remuneration. If a member of the Management Board dies during the term of his service contract, his spouse and, in the event of his death, his children (insofar as they have not yet reached the age of 25 and are still in education) shall be entitled as joint creditors to the continued payment of the monthly basic salary for the month of death and the following three months, but not longer than until the termination of the contract by expiry of time. In addition, in this case, a portion of the annual bonus for the fiscal year in which the death occurred is granted to the surviving dependents pro rata temporis. The amount of this bonus is determined by taking into account the total bonuses granted to the Management Board member in the previous three years. Besides, there is no entitlement to the "regular" bonus for the fiscal year in which the death occurred.

(2) Benefits upon termination of Board membership

In the event of an effective revocation of the appointment as Management Board member pursuant to Section 84 para. 4 AktG in conjunction with Art. 9 para. 1 lit. c) ii), Art. 39 para. 2 SE Regulation, the resignation of the Management Board member or any other termination of the Management Board member's office, the Company shall be entitled to release the Management Board member from work for the remaining term of the contract, taking into account any existing, unused holiday entitlements. In the event of a release from work, the Management Board member shall be entitled to pro rata payment of the basic salary for the duration of the release from work. Any claims to variable remuneration are excluded for the period of a release from work. If there is a reason for extraordinary termination of the Management Board member, the Company's

entitlement to reduce or cancel remuneration components to an appropriate extent (malus) also relates to the parts of the deferral cash component and the deferral instrument component that are in the retention period. In the event of an effective extraordinary termination of a member of the Management Board for good cause, all components of the deferral cash component and the deferral instrument component in the retention period shall be forfeited.

(3) Post-contractual non-competition clauses

Post-contractual non-competition clauses can be agreed with the members of the Management Board for a period of 12 months after the end of the service contract. If these are applied, the members of the Management Board receive for the duration of the post-contractual non-competition clause - subject to defined offsetting mechanisms with regard to other income - a monthly waiting allowance in the amount of the monthly basic salary of the Management Board member applicable at the time of the termination of the service contract. Any other remuneration that the Management Board member earns or maliciously refrains from earning during the duration of the post-contractual non-competition clause by utilising his or her working power shall be offset against the waiting allowance, provided that the other remuneration together with the waiting allowance exceeds the amount of the last gross annual basic salary received. The Company shall have the right to waive the post-contractual non-competition clause until the termination of the service contract with the effect that it shall end with immediate effect and that no waiting allowance shall be payable after the expiry of six months. The non-competition clause shall not come into effect if the Management Board member leaves the service relationship and retires or at the latest at the time he reaches the statutory retirement age.

(4) Change of control

The members of the Management Board are not entitled to benefits in the event of premature termination of their Management Board activities due to a change of control.

(5) Remuneration for the assumption of board functions and other positions at affiliated companies

The remuneration from the service contract covers all activities of the members of the Management Board in the form of Supervisory Board mandates, management mandates and comparable positions in companies of the Allane Group, the Santander Group and/or the Hyundai Motor Group. Any remuneration that the Management Board member should nevertheless receive as a result of assuming these offices and mandates must be transferred to the Company or can be offset against the Management Board remuneration.

(6) Authority of the supervisory authority to issue orders

Pursuant to Section 45 of the German Banking Act (*Kreditwesengesetz*), the competent financial supervisory authority is entitled to issue orders regarding the remuneration systems of institutions under more closely defined conditions. Pursuant to Section 45 para. 2 no. 10 of the German Banking Act (*Kreditwesengesetz*), it may be ordered under certain conditions that the Company limits the total annual amount it provides for the variable remuneration of all members of the Management Board as well as employees (total amount of variable remuneration) to a certain proportion of the annual result or cancels it completely. Pursuant to Section 45 para. 2 no. 11 of the German Banking Act (*Kreditwesengesetz*), the payment of variable remuneration components may also be prohibited in certain cases or limited to a certain proportion of the annual result. After or together with a prohibition of the payment of variable remuneration components pursuant to Section 45 para. 2 no. 11 of the German Banking Act (*Kreditwesengesetz*), it may also be ordered pursuant to Section 45 para. 7 of the German Banking Act (*Kreditwesengesetz*), if there are further circumstances, that the claims to the granting of variable remuneration components are forfeited in whole or in part. If the competent financial supervisory authority issues an order with regard to the remuneration systems of the Company pursuant to Section 45 of the German Banking Act (*Kreditwesengesetz*) or another statutory regulation, the Management Board member may not derive any rights from the service contract that conflict with the order issued by the supervisory authority. The Company is entitled to unilaterally implement supervisory orders in relation to the Management Board member.

(7) Hedging prohibition

Management Board members are contractually prohibited from engaging in personal hedging or other hedging strategies or other countermeasures to limit or eliminate the risk orientation of the variable remuneration (hedging prohibition).

ee) Temporary deviation from the Management Board remuneration system

The Supervisory Board may, in accordance with the statutory provision of Section 87a para. 2 sentence 2 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation, exceptionally and temporarily deviate from the remuneration system if extraordinary circumstances make a deviation necessary in the interest of the long-term well-being of the Company (e.g. also for the implementation of supervisory or regulatory requirements). The components of the remuneration system from which deviation is possible are, in particular, the remuneration structure, the performance criteria and bonus curves of the variable remuneration as well as the metrics for determining target achievement in the variable remuneration and the granting of further fringe benefits or bonuses. This

requires a Supervisory Board resolution that establishes the necessity of a deviation in a transparent and justified manner. The components of the remuneration system specifically affected by the deviation and the necessity of the deviation are explained to the shareholders in the respective remuneration report.

b) Composition of the total target remuneration

The total target remuneration is made up of the sum of the fixed and variable remuneration components, whereby the variable remuneration components are based on a target achievement of 100 %. Within the scope of the total target remuneration, the individual remuneration components are allocated the following relative shares:

Zielgesamtvergütung					
Fixe Bestandteile		Variable Bestandteile			
Grundgehalt ~ 52,5% - 62,5%	Nebenleistungen ~ 2 - 12%	Upfront-Cash ~ 5% - ~ 15%	Upfront-Instrument ~ 5% - ~ 15%	Deferral-Cash ~ 4% - ~ 10%	Deferral-Instrument ~ 4% - ~ 10%

[“Zielgesamtvergütung” means total target remuneration; “Fixe Bestandteile” means fixed components; “Variable Bestandteile” means variable components; “Grundgehalt” means basic salary and “Nebenleistungen” means fringe benefits]

4. Application of the remuneration system of the Management Board in the fiscal year 2022

a) Remuneration granted and owed pursuant to Section 162 AktG in connection with Art. 9 para. 1 lit. c) ii) SE Regulation

The following tables show the remuneration granted and owed within the meaning of Section 162 para. 1 sentence 1, sentence 2 no. 1 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation of the current and former members of the Management Board. This requires the disclosure of all fixed and variable remuneration components as well as their respective relative proportion in the total remuneration. All amounts that actually received by the Management Board member in the reporting period (“granted remuneration”) as well as all remuneration that is legally due but has not yet been received (“remuneration owed”) are relevant. Pursuant to Section 162 para. 2 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation, benefits promised to a member of the Management Board by a third party with regard to his activity as a member of the Management Board or granted in the fiscal year as well as benefits promised to a member of the Management Board in the event of premature termination of his office, including

changes to these commitments agreed during the last fiscal year, must also be disclosed. Furthermore, the benefits promised to a member of the Management Board in the event of regular termination of his office shall be disclosed with their cash value and the amount spent or set aside by the Company for this purpose during the last fiscal year, including any changes to these commitments agreed during the last fiscal year. In addition, the benefits promised and granted in the course of the last fiscal year to a former member of the Management Board who terminated his office in the course of the last fiscal year must be disclosed.

According to these standards, in addition to the basic salary and fringe benefits, the variable remuneration from previous years paid out in the reporting year and severance payments made in the reporting year to members of the Management Board who left the Management Board are also presented below. With regard to the variable remuneration, the components are listed that were actually paid out in the fiscal year. This applies regardless of whether they have a one-year or multi-year assessment basis. Accordingly, components of the variable remuneration for the fiscal year 2022, which will not be paid out until 2023, are not shown in these tables. These are the subject of the remuneration reporting pursuant to Section 162 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation of coming fiscal years.

Members of the Management Board in office as at 31.12.2022	Donglim Shin		Álvaro Hernández	
	Remuneration 2022 in €	Remuneration 2021 in €* (78,6%)	Remuneration 2022 in €	Remuneration 2021 in €** (74,3%)
Basic salary	387.714,84 (75%)	290.971 (78,6%)	300.000,00 (67,4%)	100.000 (74,3%)
Taxable non-cash benefits and other fringe benefits	101.201,77 (19,57%)	79.428 (21,4%)	107.465,46 (24,1%)	34.530 (25,7%)
Fixed remuneration (total)	488.916,61 (94,57%)	370.399 (100%)	407.465,46 (91,5 %)	134.530 (100%)
Variable remuneration	28.055,67 (5,43%)	0 (0%)	37.600 (8,5%)	0 (0%)
Total remuneration within the meaning of Section 162 AktG	516.972,28 (100%)	370.399 (100%)	445.065,46 (100%)	134,530 (100%)

* Mr. Donglim Shin was appointed as a member and Chairman of the Management Board of the Company on 1 July 2021.

** Mr Álvaro Hernández was appointed as a member of the Management Board of the Company on 1 October 2021.

Former members of the Management Board	Michael Martin Ruhl (until 30.06.2021)		Björn Waldow (until 30.09.2021)	
	Remuneration 2022 in €	Remuneration 2021 in €	Remuneration 2022 in €	Remuneration 2021 in €
Basic salary	0 (0%)	200.000 (31,7%)	0 (0%)	314.589 (47,8%)
Taxable non-cash benefits and other fringe benefits	0 (0%)	6.812 (1%)	0 (0%)	14.589 (2,2%)
Fixed remuneration (total)	0 (0%)	206.812 (32,7%)	0 (0%)	329.178 (50%)
Bonus	32.180,67 (100%)	224.567 (35,6%)	32.180,67 (100%)	262.554 (39,9%)
Variable remuneration (total)	32.180,67 (100%)	224.567 (35,6%)	32.180,67 (100%)	262.554 (39,9%)
Severance pay	0 (0%)	200.000 (31,7%)	0 (0%)	66.667 (10,1%)
Total remuneration within the meaning of Section 162 AktG	32.180,67 (100%)	631.379 (100%)	32.180,67 (100%)	658.399 (100%)

As of the fiscal year 2020, the system described in item 3.a.bb was applied for the variable remuneration of the former Management Board members Michael Martin Ruhl and Björn Waldow. In contrast, parts of the variable remuneration paid out in 2021 were still based on the remuneration system that applied in the fiscal years before 2020. According to this remuneration system, the total remuneration of the Management Board also consisted of a fixed basic remuneration and a variable remuneration component (bonus). The bonus was determined and set by the Supervisory Board for each past fiscal year on the basis of the EBT achieved in euros in accordance with the IFRS consolidated financial statements. The entitlement to a bonus arose from the adoption of the audited annual financial statements for the fiscal year. In addition, the variable remuneration was linked to certain performance conditions for the individual members of the Management Board. One third of the bonus entitlement was paid out immediately. The remaining two-thirds were deferred and, under certain performance conditions, one-third was paid out in each of the following two years. Depending on the achievement of the performance conditions, the amount to be paid out could be reduced (down to zero) or increased (up to 125 % of the respective third). In addition, the members of the Management Board received fringe benefits such as a company car, fuel card, mobile phone and contributions to accident insurance. Furthermore, a D&O insurance policy was

taken out for the members of the Management Board. There were no pension commitments for the members of the Management Board.

b) Targets and target achievement for the fiscal year 2022

The targets and the target achievements of the members of the Management Board for the fiscal year 2022 are shown below. The objectives of the Management Board members consist of corporate objectives on the one hand and departmental and individual objectives on the other. Within the scope of the corporate objectives, whose weighting within the overall objectives amounts to 60 %, strategic objectives as well as profitability, efficiency and volume objectives are applied. Within the scope of the departmental and individual objectives, whose weighting within the overall objectives amounts to 40 %, objectives are decisive that are derived from the general corporate objectives and are aligned with the strategy and business development of the Company for the respective area of responsibility of the individual Management Board member.

The target achievement of the individual Management Board members in the reporting period is as follows:

Management Board member	Corporate Objectives	Departmental / Individual Objectives	Overall target achievement
Donglim Shin	100 %	100 %	100 %
Álvaro Hernández	100 %	83 %	83 %

c) Termination agreements with members of the Management Board

In the fiscal year 2022, no Management Board member left his office at the Company and no termination agreement was concluded between the Company and a Management Board member for the termination or settlement of the service contract. Accordingly, no severance payments were granted by the Company to current or former member of the Management Board.

d) Compliance with the set maximum remuneration

The Company has complied with the maximum remuneration set for each of the individual members of the Management Board.

e) Possibility of reclaiming variable remuneration

In the fiscal year 2022, no circumstances occurred that would have justified the reclaiming of variable remuneration that had already been paid out. Accordingly, the Supervisory Board did not make use of the option to reclaim variable remuneration already paid out in the fiscal year 2022.

f) Deviations from the remuneration system

There was no temporary deviation from the remuneration system in accordance with Section 87a para. 2 sentence 2 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation.

II. Remuneration of the Supervisory Board in the fiscal year 2022

The confirmation of the remuneration of the members of the Supervisory Board was resolved by the shareholders' meeting on 29 June 2021 with a majority of 95.71 % of the capital represented in accordance with Section 113 para. 3 sentence 1 and 2 of the AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation.

1. Principles of the remuneration system for the Supervisory Board

The currently applicable regulation on the remuneration of the Supervisory Board of Allane results from § 15 of the Articles of Association. § 15 of the Articles of Association of Allane reads as follows:

§ 15 Remuneration

1. The members of the Supervisory Board shall receive a fixed remuneration for each full fiscal year of their membership in the Supervisory Board, which shall amount to EUR 50,000.00 for the Chairman of the Supervisory Board and EUR 40,000.00 for each of the other members. If the office as member and/or Chairman of the Supervisory Board does not exist for a full fiscal year or if a fiscal year is shorter than a calendar year, the above remuneration shall be granted pro rata temporis according to the duration of the membership in the Supervisory Board or the office as Chairman. The remuneration shall be due for payment after the end of each fiscal year. The remuneration of the first Supervisory Board shall be determined by the shareholders' meeting in accordance with Section 113 para. 2 sentence 2 AktG.

2. The members of the Supervisory Board shall also be reimbursed for their expenses. In addition, they shall be reimbursed for the value added tax payable on their remuneration and expenses.

3. The Company shall take out a pecuniary loss liability insurance (D&O insurance) for the benefit of the members of the Supervisory Board at reasonable conditions customary in the market, which covers the legal liability arising from the Supervisory Board activities; to the extent permitted by law, no deductible shall be provided for.

These provisions are based on the following remuneration system within the meaning of Sections 113 para. 3 sentence 3, 87a para. 1 sentence 2 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation: The remuneration of the members of the Supervisory Board is structured in accordance with the predominant market practice at listed companies in Germany as pure fixed remuneration without variable components. The Management Board and the Supervisory Board are of the opinion that a purely fixed remuneration of the Supervisory Board members is best suited to strengthen the independence of the Supervisory Board and to take into account the advisory and supervisory function of the Supervisory Board, which is to be fulfilled independently of the Company's success. The amount and structure of the remuneration for the Supervisory Board ensure that the Company is able to attract qualified candidates for the membership in the Company's Supervisory Board; in this way, the remuneration for the Supervisory Board contributes sustainably to the promotion of the business strategy and the long-term development of the Company. The system for the remuneration of the members of the Supervisory Board is resolved by the shareholders' meeting on the proposal of the Management Board and the Supervisory Board. The remuneration of the Supervisory Board members is reviewed regularly, at least every four years, by the Management Board and the Supervisory Board to determine whether the amount and structure are still in line with the market and in an appropriate relationship to the tasks of the Supervisory Board and the situation of the Company. In the opinion of the Management Board and the Supervisory Board, it continues to be appropriate in its current form. The remuneration and employment conditions of the employees were not and are not included in the structure of the remuneration system for the members of the Supervisory Board, since the Supervisory Board remuneration is granted for an activity that is fundamentally different from the tasks of the employees due to its advisory and supervisory function. Possible conflicts of interest in the examination of the remuneration system are counteracted by the legal order of competences, as the decision-making power on Supervisory Board remuneration is assigned to the shareholders' meeting and a resolution proposal is submitted to it by both the Management Board and the Supervisory Board. Thus, a system of mutual control is already anchored in the legal regulations.

In addition, it is announced that the members of the Supervisory Board of the Company who are affiliated with the current majority shareholder of the Company - these are Mr

Jochen Klöpfer, Mr Thomas Hanswillemenke, Mr Hyung Seok Lee and Mr Su Ho Kim - have each waived remuneration for their activities on the Supervisory Board vis-à-vis the Company with effect from the beginning of their respective term of office until further notice, insofar as it goes beyond the reimbursement of expenses and VAT as well as D&O insurance cover.

2. Application of the remuneration system of the Supervisory Board in the fiscal year 2022

According to these standards, the remuneration granted and owed to the individual members of the Supervisory Board in the reporting period is as follows:

As at 31.12.2022 incumbent Members of the Supervisory Board	Thomas Hanswillemenke		Hyung Seok Lee (since 29.06.2022)	
	Remuneration 2022 in €	Remuneration 2021 in €	Remuneration 2022 in €	Remuneration 2021 in €
Fixed remuneration	0 (0%)	0 (0%)	0 (0%)	/
Variable remuneration	0 (0%)	0 (0%)	0 (0%)	/
Total remuneration within the meaning of Section 162 AktG	0	0	0	/

As at 31.12.2022 incumbent Members of the Supervisory Board	Jochen Klöpfer		Su Ho Kim (since 29.06.2022)	
	Remuneration 2022 in €	Remuneration 2021 in €	Remuneration 2022 in €	Remuneration 2021 in €
Fixed remuneration	0 (0%)	0 (0%)	0 (0%)	/
Variable remuneration	0 (0%)	0 (0%)	0 (0%)	/
Total remuneration within the meaning of Section 162 AktG	0	0	0	/

As at 31.12.2022 incumbent Members of the Supervisory Board	Norbert van den Eijnden (since 29.03.2022)	
	Remuneration 2022 in €	Remuneration 2021 in €

Fixed remuneration	30.000 (100%)	/
Variable remuneration	0 (0%)	/
Total remuneration within the meaning of Section 162 AktG	30.000	/

Since 29 March 2022, Mr Norbert van den Eijnden has been a member of the Supervisory Board of the Company who, in the absence of an appointment during the reporting period, did not receive any remuneration in the fiscal year 2021.

The remuneration granted and owed to former Supervisory Board members in the reporting period is as follows:

Former Members of the Supervisory Board	Hyunjoo Kim (until 31.05.2022)		Chi Whan Yoon (until 31.05.2022)	
	Remuneration 2022 in €	Remuneration 2021 in €	Remuneration 2022 in €	Remuneration 2021 in €
Fixed remuneration	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Variable remuneration	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Total remuneration within the meaning of Section 162 AktG	0	0	0	0

Former Members of the Supervisory Board	Dr. Julian zu Putlitz (until 29.06.2022)	
	Remuneration 2022 in €	Remuneration 2021 in €
Fixed remuneration	20.000 (100%)	40.000 (100%)
Variable remuneration	0 (0%)	0 (0%)
Total remuneration within the meaning of Section 162 AktG	20.000	40.000

III. Comparative presentation of the remuneration and earnings development

The vertical comparison in the table below shows the development of the Company's earnings, the annual change in the remuneration of the members of the Management Board and Supervisory Board, and the annual change in the average remuneration of the employees on a full-time equivalent basis. With regard to the remuneration of the members of the Management Board and the Supervisory Board, the total remuneration granted, i.e. actually paid out, in the respective fiscal year is taken as a basis. Since the Company is a legally independent individual Company within the meaning of Section 162 para. 1 sentence 2 no. 2 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation, only the earnings development of this Company must be presented. However, the annual result (annual surplus annual deficit) of the individual Company is to be regarded as earnings. The development of earnings is presented here on the basis of the financial performance indicator EBT (Earnings Before Taxes) of the Company.

With regard to the annual change in the average remuneration of employees, in principle a comparison over the last five fiscal years is required. In the present case, the change compared to the previous year is presented on the basis of Section 26j para. 2 sentence 2 of the Introductory Act to the German Stock Corporation Act (*EGAktG*) in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation for the comparative years 2020, 2021 and 2022. The annual change in the average remuneration of the employees on a full-time equivalent basis is based on the total annual gross remuneration of the staff of the Company (excluding the members of the Management Board).

	2020 in €	2021 in €	Change in %	2022 in €	Change in %
Board*					
Michael Martin Ruhl	1.275.135	631.379	-50,5 %	32.180,67	-94,9 %
Björn Waldow	1.161.414	658.399	-43,3 %	32.180,67	-95,1 %
Donglim Shin	0	370.399	/	516.972,28	39,75 %
Álvaro Hernández	0	134.530	/	445.065,46	230,8 %
Supervisory Board**					
Norbert van den Eijnden	/	/	/	30.000	/
Prof. Dr Marcus Englert	21.480	0	-100 %	/	/
Thomas Hanswillemenke	0	0	0 %	0	0 %

Hyunjoo Kim	0	0	0 %	0	0 %
Su Ho Kim	/	/	/	0	/
Jochen Klöpper	0	0	0 %	0	0 %
Hyung Seok Lee	/	/	/	0	/
Dr Julian zu Putlitz	40.000	40.000	0 %	20.000	-50 %
Erich Sixt	26.850	0	-100 %	/	/
Chi Whan Yoon	0	0	0 %	0	0 %
Earnings develop- ment of the Com- pany					
EBT	6.172.000	1.533.000	-75,16 %	12.819.000	736,2 %
Average remunera- tion of employees					
Staff	60.393	66.870	10,72 %	70.956,95	6.11 %

* With regard to the annual change in the remuneration of the Management Board members, it should be noted that Mr Michael Martin Ruhl left the Management Board on 30 June 2021 and that Mr Björn Waldow left the Management Board on 30 September 2021. Mr Donglim Shin has been a member of the Management Board since 1 July 2021 and Mr Álvaro Hernández since 1 October 2021.

** With regard to the annual change in the remuneration of the Supervisory Board members, it should be noted that Prof. Dr Marcus Englert left the Supervisory Board on 31 July 2020, Ms Hyunjoo Kim on 31 May 2022, Dr Julian zu Putlitz on 29 June 2022, Mr Erich Sixt on 15 July 2020 and Mr Chi Whan Yoon on 31 May 2022. Mr Norbert van den Eijnden has been a member of the Supervisory Board since 29 March 2022, Mr Su Ho Kim and Mr Hyung Seok Lee since 29 June 2022.

IV. Report of the independent auditor on the audit of the remuneration report pursuant to Section 162 para. 3 AktG in conjunction with Art. 9 para. 1 lit. c) ii) SE Regulation

See separate document "Report on the (formal) audit of the remuneration report pursuant to Section 162 para. 3 AktG"

Pullach, 31.03.2023

Allane SE

The Management Board

Donglim Shin

Álvaro Hernández

Report of the independent auditor on the audit of the remuneration report pursuant to Section 162 para. 3 AktG

To Allane SE, Pullach i. Isartal

Audit opinion

We have formally audited the remuneration report of Allane SE, Pullach i. Isartal, for the fiscal year from 1 January to 31 December 2022 to determine whether the disclosures pursuant to Section 162 para. 1 and 2 AktG have been made in the remuneration report. In accordance with Section 162 para. 3 AktG, we have not audited the content of the remuneration report.

In our opinion, the enclosed remuneration report complies, in all material respects, with the disclosures required by Section 162 para. 1 and 2 AktG. Our audit opinion does not cover the content of the remuneration report.

Basis for the audit opinion

We conducted our audit of the remuneration report in accordance with Section 162 para. 3 AktG and IDW Auditing Standard: The audit of the remuneration report in accordance with Section 162 para. 3 AktG (IDW PS 870). Our responsibility under that provision and that standard is further described in the section "Responsibility of the auditor" of our report. As an audit firm, we have complied with the requirements of the IDW Quality Assurance Standard: Requirements for Quality Assurance for Audit Firms (IDW QS 1). We have complied with the professional duties pursuant to the Professional Code for German Public Auditors and German Chartered Auditors, including the requirements for independence.

Responsibility of the Management Board and the Supervisory Board

The Management Board and the Supervisory Board are responsible for the preparation of the remuneration report, including the related disclosures, that complies with the requirements of Section 162 AktG. They are also responsible for such internal control as they consider necessary to enable the preparation of the remuneration report, including the related disclosures, that is free from material misstatement, whether due to fraud or error.

Responsibility of the auditor

Our objective is to obtain reasonable assurance about whether the disclosures pursuant to Section 162 para. 1 and para. 2 AktG have been made in the remuneration report in all material respects and to express an opinion thereon in an audit report.

We planned and performed our audit to determine the formal completeness of the remuneration report, through comparison of the disclosures made in the remuneration report with the disclosures required by Section 162 para. 1 and 2 AktG. In accordance with Section 162 para. 3 AktG, we have not audited the accuracy of the disclosures, the completeness of the content of the individual disclosures, or the appropriate presentation of the remuneration report.

Munich, 3 April 2022

**PricewaterhouseCoopers GmbH
Wirtschaftsprüfungsgesellschaft**

Michael Henneberger
Wirtschaftsprüfer
(German Public Auditor)

ppa. Sabrina Riedl
Wirtschaftsprüferin
(German Public Auditor)

2. **Supplementary information on agenda item 7 (Election to the Supervisory Board)**

Curriculum vitae and overview of the main activities of the persons proposed for election:

Ross Williams

Personal information

Name: Ross Williams

Year of birth: 1963

Residence: Seoul, Republic of Korea

Current main activity and professional career

- Since February 2023: Vice President, Head of Global Business Division at Hyundai Capital Services, Inc, Seoul, Republic of Korea
- Since 2015: President and CEO at Hyundai Capital America Corp., Irvine, CA, USA
- 2014 - 2015: President and CEO at Hyundai Capital Canada Inc., Toronto, ON, Canada
- 2012 - 2014: Vice President and Department Head, Sales and Marketing at Hyundai Capital America Corp., Irvine, CA, USA
- 2010 - 2012: Vice President and Department Head, Commercial Credit at Hyundai Capital America Corp., Irvine, CA, USA
- 2002 - 2009: Vice President and Business & Operations/Field Services at GE Capital Corp., Atlanta, GA, USA
- 1997 - 2002: Portfolio/Finance Manager at DEUTSCHE BANK, FINANCIAL SERVICES, Troy, MI, USA

Education

- Michigan State University, East Lansing, MI, Bachelor of Arts, Finance

Memberships in other statutory boards (listed under (i) below) and comparable domestic and foreign supervisory bodies of companies (listed under (ii) below):

(i)	none	
(ii)	Since February 2023	Vice President, Head of Global Business Division at Hyundai Capital Services, Inc, Seoul, Republic of Korea
	Since February 2023	Member of the Board of Directors at Hyundai Capital France SAS, Marcq-en-Baroeul, France
	Since July 2015	President and CEO at Hyundai Capital America Corp., Irvine, CA, USA

Keunbae Hong

Personal information

Name: Keunbae Hong

Year of birth: 1969

Residence: Seoul, Republic of Korea

Current main activity and professional career

- Since February 2022: Head of Global Finance Department at Hyundai Capital Services, Inc, Seoul, Republic of Korea
- 2019 - 2022: CFO at Hyundai Capital America Corp., Irvine, CA, USA
- 2018 - 2019: Head of Planning Department at Hyundai Capital Services, Inc, Seoul, Republic of Korea
- 2016 - 2018: Head of Global Finance Department at Hyundai Capital Services, Inc, Seoul, Republic of Korea
- 2016: Head of Corporate Management Department at Hyundai Card Co. Ltd., Seoul, Republic of Korea

Education

- Yonsei University, Seoul, Republic of Korea, Bachelor of Arts, Economics

Memberships in other statutory boards (listed under (i) below) and comparable domestic and foreign supervisory bodies of companies (listed under (ii) below):

(i)	none	
(ii)	Since February 2022	Head of Global Finance Department at Hyundai Capital Services, Inc, Seoul, Republic of Korea
	Since November 2022	Member of the Board of Directors at Beijing Hyundai Auto Finance Co. Ltd., China
	Since July 2022	Member of the Board of Directors at BAIC Hyundai Leasing Co. Ltd., China

3. **Supplementary information on agenda item 8 (Domination and profit and loss transfer agreement between Allane SE and One Mobility Management GmbH)**

“Domination and Profit and Loss Transfer Agreement

between

Allane SE

Business address: Dr.-Carl-von-Linde-Str. 2, 82049 Pullach,

registered in the Commercial Register of the Munich Local Court under HRB 227195,

- hereinafter referred to as „**Controlling Company**“ -

and

One Mobility Management GmbH („OMM GmbH“)

Business address: Dr.-Carl-von-Linde-Str. 2, 82049 Pullach,

registered in the Commercial Register of the Munich Local Court under HRB 278685.

- hereinafter referred to as the „**Controlled Company**“ -

Preamble

The Controlling Company holds all shares in the share capital of the Controlled Company and is thus the sole shareholder of the Controlled Company.

Now, therefore, the parties agree as follows:

§ 1

Domination

- 1.1 OMM GmbH subordinates the management of its company to AllaneSE.
- 1.2 Allane SE is accordingly entitled to issue instructions to the management of OMM GmbH with regard to the management of the company. The management of OMM GmbH is obliged to comply with the instructions. Notwithstanding the right to issue instructions, the management and representation of OMM GmbH shall continue to be the responsibility of the managing directors of the Controlled Company.

§ 2

Profit transfer

- 2.1 The Controlled Company undertakes to transfer its entire profit to the Controlling Company. Subject to the formation or dissolution of reserves in accordance with § 2.2 of this agreement, the profit shall be deemed to be the maximum amount of profit that can be transferred in accordance with the provisions of Section 301 of the German Stock Corporation Act (AktG) as amended from time to time.
- 2.2 The Controlled Company may, with the consent of the Controlling Company, transfer amounts from the annual net income to other revenue reserves (Section 272, para. 3 German Commercial Code (HGB)), provided that this is permissible under commercial law and economically justified on the basis of a reasonable commercial assessment. Other revenue reserves formed during the term of this agreement pursuant to Section 272 para. 3 HGB shall be dissolved at the request of the controlling company and, to the extent legally permissible within the

framework of Sections 301, 302 AktG, used to offset a net loss for the year or to transfer profits. Amounts from other revenue reserves created prior to the agreement within the meaning of Section 272 para. 3 HGB or from reserves other than those mentioned in the preceding sentence - in particular from the capital reserve - may neither be transferred nor used to offset a net loss for the year or loss carried forward.

- 2.3 If the agreement does not end during the fiscal year, the claim to profit transfer arises at the end of the fiscal year of the Controlled Company. It is due with the value date at that time.
- 2.4 The obligation to transfer profits shall apply retroactively from the beginning of the fiscal year of the Controlled Company in which the agreement pursuant to § 4.1 of this agreement becomes effective.

§ 3

Loss compensation

- 3.1 The Controlling Company is obliged to cover the losses of OMM GmbH in accordance with the provisions of Section 302 AktG as amended from time to time.
- 3.2 Unless the agreement is terminated during a fiscal year, § 2.3 of this agreement shall apply accordingly.
- 3.3 The obligation to cover losses shall apply retroactively from the beginning of the fiscal year of the Controlled Company in which the agreement becomes effective according to § 4.1 of this agreement.

§ 4

Effective date and duration

- 4.1 The agreement shall be concluded subject to the approval of the shareholders' meeting of the Controlling Company and the shareholders' meeting of the Controlled Company and shall become effective upon registration in the commercial register of the Controlled Company.
- 4.2 The agreement is concluded for an indefinite period. It may be terminated by giving six (6) months' notice to the end of a fiscal year of the Controlled Company, but no earlier than the end of the fiscal year of the Controlled Company which ends at least five (5) full years after the beginning of the fiscal year of the Controlled Company in which the agreement became effective pursuant to § 4.

If the agreement is not terminated, it shall be extended until the end of the following fiscal year of the Controlled Company.

- 4.3 The right to extraordinary termination of this agreement for good cause, without complying with a notice period, shall remain unaffected. Good cause shall be deemed to exist in particular if Allane SE no longer holds a majority of the voting rights or capital in OMM GmbH, Allane SE sells or contributes the shares in OMM GmbH, Allane SE or OMM GmbH is merged, demerged or liquidated or an outside shareholder becomes a shareholder in OMM GmbH for the first time within the meaning of Section 307 AktG. In the event of the sale of shares, Allane SE may also declare the termination with effect as of the effective conclusion of the contract under the law of obligations regarding the sale of the shares in OMM GmbH.
- 4.4 If the effectiveness of the agreement or its proper execution is not or not fully recognised for tax purposes during the five-year period pursuant to § 4.2 of this agreement, the five-year period shall, contrary to § 4.2 of this agreement, only begin on the first day of the fiscal year of the Controlled Company following the year in which the conditions for the recognition for tax purposes of the effectiveness of the agreement or its proper execution occurred.
- 4.5 Termination of this agreement must be declared in writing to the other contracting party.

§ 5

Final provisions

- 5.1 Modifications and amendments to this agreement, including these provisions, must be made in writing.
- 5.2 References to statutory provisions refer to the referenced statutory provisions in their respective applicable version. This applies in particular to the references to Section 301 AktG (maximum amount of profit transfer), Section 302 AktG (transfer of losses). When interpreting individual provisions of this agreement, Section 14 of the German Corporate Income Tax Act (Körperschaftsteuergesetz), as amended from time to time, shall be taken into account.
- 5.3 Should any provision of this contract be or become invalid and/or unenforceable in whole or in part, or should the contract contain a loophole, this shall not affect the validity or enforceability of the remaining provisions. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which

comes as close as possible to the economic content of the invalid or unenforceable provision. The same shall apply in the event of loopholes in the contract.

5.4 The costs of this agreement shall be borne by the Controlling Company.

5.5 The place of performance and jurisdiction for both contracting parties is Munich.”

III. FURTHER INFORMATION ON THE CONVENING AND CONDUCT OF THE SHAREHOLDERS' MEETING

1. **Agenda documents**

From the time of convening this shareholders' meeting, the following documents in particular will be made available on the Company's website at <https://ir.allane-mobility-group.com/hv>:

- the invitation to the shareholders' meeting;
- the adopted annual financial statements and the approved consolidated financial statements, the report on the situation of the group and of Allane SE including the explanations on the disclosures pursuant to Sections 289a, 315a of the German Commercial Code (HGB) as well as the report of the Supervisory Board of Allane SE, each for the fiscal year 2022;
- the Management Board's proposal for the appropriation of profits (as part of the invitation to the Annual Shareholders' meeting);
- the remuneration report for the fiscal year 2022 (as part of the invitation to the shareholders' meeting);
- the domination and profit and loss transfer agreement between Allane SE and One Mobility Management GmbH;
- the annual financial statements and the situation reports of Allane SE for the last three fiscal years;
- the annual financial statements of One Mobility Management GmbH for the short fiscal year 2022 (One Mobility Management GmbH was established by

Allane SE on 26 July 2022 and, as a small corporation, is not required to prepare situation reports);

- the joint report of the Management Board of Allane SE and the management of One Mobility Management GmbH made pursuant to Section 293a AktG on the domination and profit and loss transfer agreement; and
- the current Articles of Association of the Company.

All of the aforementioned documents will also be accessible during the Annual Shareholders' meeting itself via the above-mentioned internet address.

2. **Total number of shares and voting rights**

At the time of the announcement of the convening of the shareholders' meeting in the Federal Gazette, the share capital of the Company amounts to EUR 20,611,593.00 and is divided into a total of 20,611,593 no-par value bearer shares. Each share grants one vote at the shareholders' meeting. The total number of voting rights in the Company at the time of the announcement of the convening of the shareholders' meeting in the Federal Gazette is therefore 20,611,593.

Pursuant to Section 71b AktG, the Company is not entitled to any voting rights from directly or indirectly held treasury shares. The Company does not hold any treasury shares at the time of the announcement of the convening of the shareholders' meeting in the Federal Gazette.

3. **Shareholders' meeting without physical presence of shareholders and their proxies**

Pursuant to the decision of the Management Board with the consent of the Supervisory Board of the Company, the shareholders' meeting will be held as a virtual shareholders' meeting without the physical presence of the shareholders or their proxies in accordance with Section 118a AktG in conjunction with Section 26n para. 1 EGAktG. Physical attendance by shareholders or their proxies, with the exception of the Company's proxies, is therefore excluded.

Shareholders duly registered for the shareholders' meeting or their proxies have the opportunity to follow the entire shareholders' meeting live in video and audio by means

of electronic transmission (hereinafter referred to as "**Participation**"). Voting rights may only be exercised by electronic absentee ballot or by granting power of attorney to the proxies appointed by the Company. Each share grants one vote at the shareholders' meeting.

In view of the special features of the virtual shareholders' meeting, please pay particular attention to the following information on registration, the exercise of voting rights and other shareholders' rights. In view of the new legal framework, there are significant changes compared to the shareholders' meeting in 2022.

4. **Requirements for participation in the virtual shareholders' meeting and the exercise of voting rights**

Shareholders are only entitled to participate in the virtual shareholders' meeting and/or to exercise shareholder rights - including voting rights and the right to ask questions - if they have registered at the latest by Friday,

23 June 2023, 24:00 hrs (receipt is decisive),

under the following office authorised to receive for the Company

Allane SE
c/o Computershare Operations Center
80249 Munich
E-mail: anmeldestelle@computershare.de

and have provided the Company with special proof of shareholding by the ultimate intermediary pursuant to Section 67c para. 3 AktG that they were shareholders of the Company at the beginning of Friday,

9 June 2023 (i.e. 00:00 hrs)
(so-called "record date"),

were shareholders of the Company. The registration and the proof of shareholding must be in text form (§ 126b BGB) and must be in German or English.

In relation to the Company, only those persons shall be deemed shareholders for the purpose of participating in the virtual shareholders' meeting and exercising the shareholders' rights who have provided the special proof of the shareholding referred to in the preceding section. The entitlement to participate and the extent of the shareholder rights are exclusively determined by the shareholding on the record date. The record date does not imply any lock-up for the saleability of the shareholding. Even in the event of a complete or partial sale of the shareholding after the record date, only the shareholding on the record date is relevant for participation and the scope of shareholder rights; i.e. sales of shares after the record date have no effect on the entitlement to participate and on the scope of shareholder rights. The same applies to acquisitions and additional acquisitions of shares after the record date. Persons who do not hold any shares on the record date and only become shareholders thereafter are only entitled to participate and vote in respect of the shares held by them if they have been authorised to act as proxies or to exercise rights. The record date is not a relevant date for dividend entitlement.

5. **InvestorPortal**

For the purpose of participating in the virtual shareholders' meeting and exercising shareholders' rights, the Company provides an internet-based and password-protected shareholders' meeting system (InvestorPortal) on its website at <https://ir.allane-mobility-group.com/hv>. The InvestorPortal is accessible via the Internet. After proper and timely registration for the shareholders' meeting and proof of their shareholding, registered shareholders will receive a confirmation of registration on which the access data to the InvestorPortal are printed. Using this access data, shareholders can log into the InvestorPortal and exercise their shareholder rights in connection with the virtual shareholders' meeting in accordance with the following explanations.

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

We recommend that our shareholders contact their custodian bank in due time to ensure proper and timely proof of their shareholding and to ensure that the registration is sent in due time to facilitate the timely receipt of the registration confirmation.

The InvestorPortal is expected to be activated as of 9 June 2023.

6. **Video and audio transmission of the entire shareholders' meeting**

The entire shareholders' meeting of the Company will be transmitted live in video and audio on the InvestorPortal, accessible via the Company's website at <https://ir.allane-mobility-group.com/hv>, from 11:00 hrs on Friday, 30 June 2023 for those shareholders who have duly registered in due time and provided evidence of their shareholding, and their proxies, using the access data provided.

7. **Exercise of voting rights by electronic absentee votes**

Shareholders or their proxies may exercise their voting rights (and, if applicable, other rights related to the shareholders' meeting) by way of electronic communication by absentee vote prior to the shareholders' meeting as well as during the shareholders' meeting. In this case, too, a proper and timely registration and a proper and timely proof of shareholding (see section III.4) is required in order to exercise the voting right.

Absentee votes (and any amendments or revocations thereof) may only be cast electronically via the InvestorPortal of the Company, which is accessible via the Company's website at <https://ir.allane-mobility-group.com/hv>. Voting via the InvestorPortal is possible from the time it is activated until the time the voting is closed by the chairman of the meeting at the shareholders' meeting on 30 June 2023.

It should be noted that other channels for absentee voting are not available, in particular no sending of the absentee vote by post.

8. **Exercise of voting rights by proxy of third parties**

Shareholders may also have their voting rights (and, if applicable, other rights related to the shareholders' meeting) exercised by a proxy, for example by an intermediary, a shareholders' association, a voting advisor or another person of their choice. In this case, too, proper and timely registration of the shareholder and proper and timely proof of share ownership as described in section III. 4 above must be ensured.

The granting of the proxy, its revocation and the proof of the authorisation vis-à-vis the Company require the text form (Section 126b BGB) if neither a credit institution nor a shareholders' association nor any other intermediary covered by Section 135 AktG nor any other person or institution equivalent to these pursuant to Section 135 para. 8 AktG is authorised to exercise the voting right. In case of authorisation of credit institutions, shareholders' associations, other intermediaries covered by Section 135 AktG or other persons or institutions equivalent to these pursuant to Section 135 para. 8 AktG, special

features are to be observed, which are to be enquired about with the respective person to be authorised.

The proxy to exercise voting rights can be issued via the InvestorPortal from the time the InvestorPortal is activated and also during the virtual shareholders' meeting until the time determined by the chairman of the meeting in the context of the voting, using the data of the registration confirmation.

The granting of a proxy as well as the revocation and the proof of proxy authorisation vis-à-vis the Company may also be made by transmission in text form (§ 126b BGB) until the day of the virtual shareholders' meeting. Shareholders are requested to use the form provided by the Company for this purpose. The use of the form is not mandatory. For organisational reasons, such transmissions in text form can be made until 29 June 2023, 18:00 hrs (receipt is decisive), to the following address:

anmeldestelle@computershare.de

After the aforementioned date and the day of the virtual shareholders' meeting, the aforementioned actions relating to the proxy in text form (§ 126b BGB) can only be carried out via the InvestorPortal.

Please note that authorised third parties cannot physically participate in the virtual shareholders' meeting either and that these persons need the access data to the InvestorPortal in order to exercise the rights assigned to them. Proxies may only exercise voting rights for shareholders they represent by means of electronic absentee voting or by granting a (sub)power of attorney to the Company's proxies.

If the shareholder authorises more than one person, the Company may reject one or more of them.

9. **Exercise of voting rights by authorisation of the proxies appointed by the Company**

For the exercise of voting rights in the context of the virtual shareholders' meeting, the Company also offers shareholders or their proxies the possibility to authorise employees appointed by the Company as proxies bound by instructions.

Also in the case of the authorisation of proxies of the Company, a proper and timely registration and a proper and timely proof of the shareholding (see section III.4) are required.

For the purpose of exercising the power of attorney, the proxies must be given binding instructions for exercising the voting right on each agenda item to be voted on. In the event of their authorisation, the proxies are obliged to exercise the voting right in accordance with the instructions given to them. The representation by proxies appointed by the Company is limited to the exercise of the voting right in accordance with instructions for the voting on the items of the agenda. If no instruction is given on an agenda item, the proxies shall not participate in the relevant vote or shall abstain from voting. If an instruction is given that is ambiguous or contradictory, the proxies will refrain from voting. The exercise of certain participation rights (such as asking questions or proposing motions, making statements and declaring objections to resolutions of the shareholders' meeting) by the proxies is not possible.

Powers of attorney and instructions to the proxies appointed by the Company may also be issued via the InvestorPortal of the Company. The granting of powers of attorney and instructions to the proxies appointed by the Company requires text form (§ 126b BGB) and can be made via the InvestorPortal of the Company from the activation of the InvestorPortal until the point in time determined by the chairman of the meeting in the context of the voting. Powers of attorney and instructions already issued may also be changed or revoked at any time up to this point in time.

The authorisation of the proxies nominated by the Company and the issuance of instructions to them may also be made by e-mail, for organisational reasons no later than 29 June 2023, 18:00 hrs (receipt is decisive), to the Company at the following address:

anmeldestelle@computershare.de

The form that shareholders receive with the confirmation of registration for the shareholders' meeting in case of proper and timely registration and provision of evidence may be used for granting power of attorney and instructions by e-mail to the proxies appointed by the Company who are bound by the instructions. The use of the form is not mandatory.

10. **Supplementary regulations on the exercise of voting rights**

If the Company receives different, formally correct declarations on the exercise of voting rights for one and the same shareholding via the InvestorPortal and by e-mail, only the declarations received via the InvestorPortal shall be taken into account. In the case of divergent, formally correct declarations received via the same medium (InvestorPortal or e-mail), the most recent declaration received shall be taken into account.

If an individual vote is held on an agenda item without this having been communicated in advance of the shareholders' meeting, an instruction previously given to the proxies on this agenda item as a whole to exercise the voting right or a vote cast on this agenda item as a whole by absentee vote shall, insofar as it is not changed or revoked, also be deemed to be a corresponding instruction or corresponding vote for each item of the associated individual vote.

Likewise, an instruction given to the proxies to exercise the voting right on the resolution proposal of the management on agenda item 2 of the shareholders' meeting (resolution on the appropriation of the balance sheet profit for the fiscal year 2022) or a vote cast on this resolution proposal by absentee vote shall also apply to a resolution proposal of the management which is put to the vote in the shareholders' meeting as a result of a change in the number of shares entitled to dividends in a correspondingly adjusted form, insofar as the instruction or vote is not changed or revoked.

11. **Further information about the voting**

The scheduled votes on agenda items 2 to 5 and 7 to 9 (inclusive) are binding, the scheduled vote on agenda item 6 is of a recommendatory nature within the meaning of Table 3 of the Annex to Implementing Regulation (EU) 2018/1212. In each case, there is the possibility to vote yes (in favour), no (against) or abstain.

If the voting right is exercised by way of electronic absentee vote, the receipt of the electronically cast vote shall be confirmed electronically by the Company to the casting shareholder in accordance with the legal requirements.

In accordance with the legal requirements, those casting votes may request confirmation from the Company within one month of the day of the shareholders' meeting as to whether and how their vote was counted. This confirmation can be requested after the shareholders' meeting via the InvestorPortal using the personal access data printed on the registration confirmation.

12. **Further rights of the shareholders**

- 12.1 Supplementary motions to the agenda at the request of a minority pursuant to Section 122 para. 2 AktG in conjunction with Art. 56 sentences 2 and 3 SE-Reg and Section 50 para. 2 SEAG

The addition of one or more items to the agenda may be requested by one or more shareholders, provided that their shareholding reaches five per cent of the share capital of the Company or the pro rata amount of EUR 500,000 (corresponding to 500,000 no-par value shares). Each new item must be accompanied by a statement of reasons or a draft resolution.

Requests for amendments must be received by the Management Board of the Company in writing (§ 126 BGB) at least 30 days prior to the meeting; the day of receipt and the day of the shareholders' meeting shall not be included in this calculation. The last possible date of receipt is therefore Tuesday,

30 May 2023, 24:00 hrs (receipt is decisive).

Requests for supplementary motions received at a later date cannot be considered.

We request that such requests be sent to the following address:

Allane SE
- Management Board -
Dr.-Carl-von-Linde-Str. 2
82049 Pullach

Requests for supplementary motions to be announced shall - to the extent that they have not already been announced with the convening notice - be published in the Federal Gazette without undue delay after receipt of the request and forwarded for publication to such media as may be expected to distribute the information throughout the entire European Union. They will also be published on the internet at <https://ir.allane-mobility-group.com/hv> and communicated to the shareholders pursuant to Section 125 para. 1 sentence 3 AktG.

- 12.2 Countermotions and election proposals by shareholders pursuant to Sections 126 para. 1, 127, 130a para. 5 sentence 3, 118a para. 1 sentence 2 no. 3 AktG in conjunction with Art. 53 SE-Reg.

In advance of the shareholders' meeting, shareholders may submit countermotions against proposals of the Management Board and/or the Supervisory Board regarding certain items on the agenda as well as proposals regarding an election of Supervisory Board members or auditors provided for in the agenda. The Company will make such countermotions and election proposals, including the name of the shareholder, the statement of grounds, which, however, is not required for election proposals, and any statement of the management, available at the internet address <https://ir.allane-mobility-group.com/hv>, if they are submitted to the Company at least 14 days prior to the shareholders' meeting, i.e. no later than Thursday,

15 June 2023, 24:00 hrs (receipt is decisive),

Allane SE
Legal Department
Dr.-Carl-von-Linde-Str. 2
82049 Pullach
E-mail: hv@allane.com

and the other requirements of Section 126 AktG or Section 127 AktG are fulfilled. Countermotions and election proposals addressed otherwise will not be considered. Furthermore, the Company may refrain from making them available in whole or in part or combine counter-motions or election proposals and their explanatory statements under certain additional conditions set forth in Sections 126 and 127 AktG.

Pursuant to Sections 126, 127 AktG, countermotions and election proposals to be made accessible shall be deemed to have been made at the virtual shareholders' meeting in accordance with Section 126 para. 4 AktG. Shareholders duly registered for the shareholders' meeting may exercise their voting rights on these motions. If the shareholder submitting the motion or election proposal has not properly registered for the general meeting or has not properly provided proof of the shareholding, the countermotion or election proposal does not have to be dealt with in the shareholders' meeting. The right of the chairman of the meeting to vote first on the proposals of the administration remains unaffected.

12.3 Right to submit statements pursuant to Section 130a para. 1 to 4 AktG

Shareholders who have duly registered for the shareholders' meeting or their proxies have the right to submit statements on the agenda items by means of electronic communication no later than five days prior to the meeting, not counting the day of receipt and the day of the shareholders' meeting, i.e. by Saturday,

24 June 2023, 24:00 hrs (receipt is decisive).

Submissions must be made in text form in German. Submissions may not exceed 10,000 characters (including spaces) and are to be sent exclusively electronically as a file in PDF format, by e-mail to the following address: hv@allane.com. Any other form of transmission is excluded. The Company will make the statements available on the Company's website at <https://ir.allane-mobility-group.com/hv> no later than four days before the meeting, i.e. by midnight on 25 June 2023 (receipt is decisive), stating the name of the submitting shareholder.

Statements shall not be made available if they contain more than 10,000 characters (including spaces), are offensive, criminally relevant, obviously false or misleading, or if the shareholder indicates that he or she will not attend the shareholders' meeting and will not be represented (Section 130a para. 3 sentence 4 in conjunction with Section 126 para. 2 sentence 1 no. 3 or no. 6 AktG)

Motions and election proposals, questions and objections against resolutions of the shareholders' meeting in the context of comments submitted in text form will not be considered at the shareholders' meeting; the filing of motions and the submission of election proposals (see section III.12.2), the exercise of the right to information (see section III.12.5) as well as the filing of objections against resolutions of the shareholders' meeting (see section III.12.6) are only possible via the channels described separately in this invitation.

- 12.4 Right to speak pursuant to Sections 118a para. 1 sentence 2 no. 7, 130a para. 5 and 6 AktG

Shareholders or their proxies who are electronically connected to the general meeting have the right to speak at the meeting, which is exercised by means of video communication. From the beginning of the shareholders' meeting, shareholders or their proxies may register to speak in the InvestorPortal. Motions and election proposals pursuant to section 118a para. 1 sentence 2 no. 3 AktG and all requests for information pursuant to section 131 AktG may be part of the speech.

Pursuant to Article 19 No. 3 of the Articles of Association of the Company, the chairman of the meeting may impose reasonable time limits on the shareholders' right to speak and ask questions and may determine further details in this regard. In particular, the chairman of the meeting is entitled, at the beginning of the shareholder meeting or during its course, to determine a reasonable time frame for the entire course of the shareholder meeting, for individual items on the agenda and for individual speeches and questions.

In order to exercise the right to speak, shareholders or their proxies require an Internet-capable device (PC, laptop, tablet or smartphone) that has a camera and a microphone that can be accessed from the browser. The Company reserves the right to check the functionality of the video communication between the shareholder or proxy and the Company during the meeting and before the speech and to reject the speech if the functionality is not ensured.

12.5 Right to information pursuant to Sections 118a para. 1 sentence 2 no. 4, 131 para. 1 AktG

Pursuant to section 131 para. 1 AktG, shareholders must be provided with information on the company's affairs by the Management Board upon request at the shareholders' meeting, insofar as the information is required for the proper assessment of an item on the agenda and there is no right to refuse to provide information. The duty of the Management Board to provide information also extends to the legal and business relations of the Company with its affiliated companies. Furthermore, the duty to provide information also concerns the situation of the group and the companies included in the consolidated financial statements.

It is intended that the chairman of the meeting will determine that the aforementioned right to information pursuant to Section 131 para. 1 AktG may be exercised at the shareholder meeting exclusively by way of video communication, i.e. within the framework of the exercise of the right to speak (see section III.12.4).

Section 131 para. 4, sentence 1 AktG stipulates that if a shareholder has been provided with information outside the shareholders' meeting due to his capacity as a shareholder, this information must be provided to any other shareholder or his proxy at his request in the shareholders' meeting, even if it is not necessary for the proper assessment of the item on the agenda. Within the framework of the virtual shareholders' meeting, it will be ensured that shareholders or their proxies who are electronically connected to the shareholders' meeting can submit their request pursuant to section 131 para. 4 sentence 1 AktG by way of electronic communication via the InvestorPortal during the shareholders' meeting.

The shareholders have the right to ask questions on all answers given by the Management Board at the shareholders' meeting pursuant to section 131 para. 1d AktG.

12.6 Objection to resolutions of the shareholders' meeting

Shareholders who are electronically connected to the shareholders' meeting have the possibility to object to the resolutions of the shareholders' meeting by means of electronic communication. Such declarations are to be submitted for the record of the officiating notary exclusively via the InvestorPortal, which shareholders can access on the internet at <https://ir.allane-mobility-group.com/hv>. They are possible from the beginning of the shareholders' meeting until its closing by the chairman of the meeting.

The proxies of the Company do not declare any objections to resolutions of the shareholders' meeting.

13. **Publications on the Company's website**

Further explanations of the shareholders' rights as well as the convening of the shareholders' meeting and the additional information pursuant to Section 124a AktG will be made accessible on the Company's website at <https://ir.allane-mobility-group.com/hv>.

There, all documents to be made available to the shareholders' meeting by law will also be accessible during the virtual shareholders' meeting itself.

Furthermore, the voting results will also be published at this internet address after the shareholders' meeting.

Further information on the electronic absentee vote as well as on the granting of power of attorney and instructions to the proxies appointed by the Company as well as on the

granting of power of attorney to other authorised representatives can be found in the confirmation of registration and the instructions attached thereto, which will be sent to shareholders entitled to participate or their authorised representatives after fulfilment of the conditions for participation, and are also available via the password-protected InvestorPortal on the following website of the Company:

<https://ir.allane-mobility-group.com/hv>

14. **Time specifications**

Unless expressly stated otherwise, all time specifications in this invitation to the shareholders' meeting are time specifications in the Central European Summer Time (CEST) applicable for Germany. Coordinated Universal Time (UTC) corresponds to Central European Summer Time (CEST) minus two hours.

The notice of the shareholders' meeting was forwarded for publication to such media as may be expected to distribute the information throughout the European Union.

Pullach, May 2023

Allane SE
The Management Board

Information on data protection for shareholders and shareholder representatives in connection with the shareholders' meeting

Allane SE processes personal data on the basis of the applicable data protection regulations in order to enable shareholders to exercise their rights in the context of the shareholders' meeting and to comply with other legal requirements to which it is subject in connection with the shareholders' meeting. The responsible body within the meaning of Art. 4 No. 7 of the General Data Protection Regulation („GDPR“) is

Allane SE
Dr.-Carl-von-Linde-Str. 2
82049 Pullach

Allane SE is represented by the Management Board.

You can reach the Allane SE data protection officer by post at the above address or by e-mail at:

datenschutz@allane.com

The personal data of the respective shareholder that is processed includes, in particular, the shareholder's surname and first name, place of residence or registered office, address, e-mail address, number of shares, absentee votes, instructions to proxies, type of share ownership, number of the registration confirmation and questions asked by the respective shareholder as well as, if applicable, the surname, first name and address of the shareholder representative appointed by the respective shareholder. Insofar as this personal data has not been provided by the shareholders, in particular in the context of the registration for the shareholders' meeting, the custodian bank shall also transmit their personal data to Allane SE or to external service providers commissioned by Allane SE.

The processing of personal data is necessary for the fulfilment of the legal obligations of Allane SE in connection with the shareholders' meeting. The legal basis for the processing is Art. 6 para. 1 lit. c GDPR. Insofar as the Company provides the name and, if applicable, the place of residence or registered office of the questioning shareholder and/or his proxy in the context of answering questions, the legal basis for this is Art. 6 para. 1 lit. f GDPR.

Personal data is stored for as long as necessary to fulfil the legal obligations of Allane SE and then deleted. For the data collected in connection with shareholder meetings, the storage period

is usually up to three years, unless the longer processing of the data is still necessary in individual cases for the processing of applications, decisions or legal proceedings in connection with the shareholder meeting or for other reasons.

For the purpose of organising and handling the shareholders' meeting, Allane SE commissions external service providers (in particular within the scope of the registration for the shareholders' meeting and its execution). These service providers only receive personal data from Allane SE that is required for the execution of the commissioned service and process the data exclusively according to the instructions of Allane SE. Furthermore, personal data is made available to third parties, in particular shareholders and shareholder representatives, in connection with the shareholders' meeting within the scope of the statutory provisions, namely via the list of participants (Section 129 AktG), in connection with the announcement of shareholder requests for supplementing the agenda (Section 122 para. 2 AktG) as well as countermotions and election proposals of shareholders (Sections 126, 127 AktG) and in connection with the answering of shareholder questions.

With regard to the processing of personal data, shareholders and shareholder representatives may request from Allane SE, subject to the relevant legal requirements, information pursuant to Art. 15 of the GDPR, rectification pursuant to Art. 16 of the GDPR, erasure pursuant to Art. 17 of the GDPR and restriction of processing pursuant to Art. 18 of the GDPR; furthermore, subject to the relevant legal requirements, they have a right to data portability pursuant to Art. 20 of the GDPR and a right to object to the processing of personal data pursuant to Art. 21 of the GDPR. Shareholders and shareholder representatives may exercise these rights free of charge against Allane SE via the contact details provided in this section.

In addition, shareholders and shareholder representatives have a right of appeal to the data protection supervisory authorities pursuant to Art. 77 of the GDPR.