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**Sixt Leasing SE
Pullach im Isartal**

Ordinary bearer shares
WKN A0DPRE
ISIN DE000A0DPRE6

**Invitation to
the ordinary shareholders' meeting
of Sixt Leasing SE, Pullach im Isartal
registered with Local Court of Munich, HRB 227195**

We invite our shareholders to the ordinary shareholders' meeting on

June 29, 2021, at 11:00 a.m.,

that will, with approval of the Supervisory Board and based on Section 1 of the Act on Measures in the Law on Companies, Cooperatives, Associations, Foundations and Condominiums to Combat the Effects of the COVID-19 Pandemic of March 27, 2020, as currently applicable (COVID-19 Act), be held as

virtual meeting of shareholders
without physical attendance of shareholders or their representatives.

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For the shareholders and their representatives, the entire shareholders' meeting will be broadcast live by audio and video transmission over the internet. Exercising the voting rights by the shareholders or their representatives will only be possible via electronic communication (absentee voting) or by authorizing proxy representatives appointed by the Company. Further provisions and explanations regarding the attendance of the shareholders in the virtual shareholders' meeting and the exercise of voting rights are imprinted further below following the agenda.

AGENDA

- 1. Presentation of the adopted annual financial statements and the approved consolidated financial statements of Sixt Leasing SE, the management report for the group and Sixt Leasing SE, including the explanatory notes on the information pursuant to Sections 289a para. 1, 315a para. 1 of the German Commercial Code (HGB), and the report of the Supervisory Board, in each case for the fiscal year 2020**

The Supervisory Board has approved the financial statements and consolidated financial statements prepared by the Management Board; thereby, the financial statements have been adopted. In this case, the law does not provide for the adoption of the financial statements and the approval of the consolidated financial statements, respectively, by the shareholders' meeting. The statutory law (Section 176 para. 1 sentence 1 of the German Stock Corporation Act (*Aktiengesetz*, "**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.

- 2. Resolution on the use of the balance sheet profits for the fiscal year 2020**

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

The balance sheet profits for the fiscal year 2020 in the amount of EUR 22,177,692.50 reported in the approved financial statements of the Company shall be used as follows:

Distribution of a dividend of EUR 0.02 per share entitled to dividend	EUR 412,231.86
Balance to be carried forward to the new accounting period	EUR 21,765,460.64

EUR 22,177,692.50

The shareholders' entitlement to the dividend is due on Friday, July 2, 2021 (Section 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 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 Sixt Leasing SE for the fiscal year 2020

The Management Board and the Supervisory Board propose that the members of the Management Board holding the office in the fiscal year 2020 be granted formal approval for their activities in the fiscal year 2020.

4. Formal approval of the acts of the members of the Supervisory Board of Sixt Leasing SE for the fiscal year 2020

The Management Board and the Supervisory Board propose that the members of the Supervisory Board holding the office in the fiscal year 2020 be granted formal approval for their activities in the fiscal year 2020.

5. Appointment of the auditor for the fiscal year 2021 as well as the auditor for a review or audit of financial reports/financial information during the fiscal year 2021 and in the fiscal year 2022 during the period until the next ordinary shareholders' meeting

The Supervisory Board proposes that PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Munich, be appointed

- as auditor for the Company and the group for the fiscal year 2021 as well as for the auditor's possible review or audit of financial reports/financial information set up during the fiscal year 2021; and
- for the auditor's possible review or audit of financial reports/financial information set up during the fiscal year 2022 in the period until the next ordinary shareholders' meeting in 2022.

* * *

At the time the shareholders' meeting was convened, no audit committee was implemented at the Company. In place of the audit committee, the Supervisory Board has

declared in accordance with Article 16 para. 2 subparagraph 3 of Regulation (EU) No. 537/2014 (EU Auditors Regulation) that its nomination for the election of the auditor 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 Auditors Regulation.

6. Resolution on the approval of the compensation system for the members of the Management Board

Pursuant to Section 120a para. 1 AktG, the shareholders' meeting of listed companies shall resolve on the approval of the compensation system for members of the Management Board presented by the Supervisory Board pursuant to Section 87a AktG whenever there is a significant change, but at least every four years.

On May 27, 2021, the Supervisory Board adopted the system for the compensation of the members of the Management Board set out in the supplementary information on agenda item 6, taking into account the requirements of Section 87a para. 1 AktG, the German Banking Act (*KWG*) and the German Compensation Ordinance for Institutions (*Institutsvergütungsverordnung*).

The Supervisory Board proposes that this system for the compensation for the members of the Management Board be approved in accordance with Section 120a para. 1 AktG.

7. Resolution on the confirmation of the compensation of the members of the Supervisory Board

Pursuant to Section 113 para. 3 sentences 1 and 2 AktG, the shareholders' meeting of listed companies shall resolve on the compensation of the members of the Supervisory Board at least every four years. A resolution confirming the compensation is also permissible.

The compensation of the members of the Supervisory Board is governed by Section 15 (Compensation) of the Articles of Association. More detailed information on the compensation of the members of the Supervisory Board and the underlying compensation system pursuant to Sections 113 para. 3 sentence 3, 87a para. 1 sentence 2 AktG is provided in the supplementary information on agenda item 7.

The Management Board and the Supervisory Board propose that the compensation of the members of the Supervisory Board set out in Section 15 of the Articles of Association of the Company, which is based on the compensation system set out in the supplementary information on agenda item 7, be confirmed unchanged.

8. Resolution on an amendment to the Company's name and a corresponding amendment to the Articles of Association in Section 1 (Company Name, Registered Office, Duration) and Section 26 (Miscellaneous)

With the completion of the sale of the shareholding of Sixt SE in the Company in 2020, the Company has left the Sixt Group. According to the underlying license

agreement with Sixt SE, the Company is only temporarily entitled to use the current name with the name component "Sixt". In accordance with the provision of Section 26 para. 1 of the Articles of Association, according to which the name of the Company is to be changed in due time before the license rights for the name component "Sixt" expire, the Company shall therefore be given a new name. At the same time, Section 26 para. 1 of the Articles of Association, the provisions of which will have been superseded by the change of name, shall be cancelled.

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

The Company's name is changed to "Allane SE". For this purpose, the Articles of Association of the Company are amended as follows:

- In paragraph 1 of Section 1 of the Articles of Association (Company Name, Registered Office, Duration), the second sentence shall be restated as follows: "It has the company name "Allane SE"."
- Paragraph 1 of Section 26 of the Articles of Association (Miscellaneous) shall be deleted. In addition, paragraph 2 of Section 26 of the Articles of Association (Miscellaneous) shall no longer be numbered but shall otherwise remain unchanged.

The Management Board is instructed to apply for registration of the above amendments to the Articles of Association with the Commercial Register of the Company only in such a way that the above amendments to Section 26 of the Articles of Association are not registered with the Commercial Register before the above amendment to Section 1 of the Articles of Association.

Supplementary information on agenda item 6 (resolution on the approval of the compensation system for Management Board members)

Compensation system of the Management Board of Sixt Leasing SE

The compensation system describes the basic features and components of the compensation of the Management Board of Sixt Leasing SE. It complies with the applicable statutory provisions of the German Stock Corporation Act (AktG), the German Banking Act (KWG) and the Compensation Regulation for Institutions (Institutsvergütungsverordnung). The compensation system applies to all members of the Management Board newly appointed or reappointed after the Annual General Meeting of Sixt Leasing SE on June 29, 2021.

1. Basic Features of the Compensation System for the Management Board

The system for the compensation of the members of the Management Board is geared towards the sustainable and long-term development of the Company and the achievement of the targets set out in the Company's business and risk strategy. The compensation system supports the sustainable growth strategy and development of the Sixt Leasing-Group

as one of the leading platforms in online direct sales of new cars 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 compensation parameters derived from the corporate strategy and the alignment of the compensation system over several years. The compensation system is designed to be transparent and takes account of the corporate culture. At the same time, the compensation system avoids incentives to take disproportionate risks. With the compensation system, the Supervisory Board is pursuing the goal of offering the members of the Management Board a competitive compensation package in line with the market, within the framework of the legal conditions, in order to ensure that qualified Management Board members can be retained by the Sixt Leasing SE in the future and that new Management Board members can be recruited for the Company.

2. Processes for determining, reviewing and implementing the Management Board compensation system

The Supervisory Board as a whole decides on the system of compensation for the Management Board. In doing so, the Supervisory Board observes the requirements of the German Stock Corporation Act (AktG), in particular pursuant to sections 87 and 87a AktG, as well as the requirements of the German Banking Act (KWG) and the Compensation Regulation for Institutions (Institutsvergütungsverordnung). There is no delegation of tasks relating to the Management Board compensation system to a committee of the Supervisory Board.

In accordance with the requirements of the German Stock Corporation Act (AktG), the compensation system adopted by the Supervisory Board is submitted to the Annual General Meeting for approval at least every four years and whenever any significant changes are made. On the basis of the compensation system presented to the Annual General Meeting, the Supervisory Board determines the specific target compensation of the members of the Management Board. In doing so, the Supervisory Board, taking into account the requirements of Section 87 (1) of the German Stock Corporation Act (AktG) and the regulatory requirements under the German Banking Act (KWG) and the Compensation Regulation for Institutions (Institutsvergütungsverordnung), ensures that the compensation is appropriate in view of the duties of the individual Management Board member, his personal performance, the economic situation, the success and the future prospects of the Company. If the Annual General Meeting does not approve the compensation system, the Supervisory Board shall submit a revised compensation system for approval at the latest at the following ordinary Annual General Meeting.

The Supervisory Board regularly reviews the compensation system for the Management Board to ensure that it is appropriate and customary and complies with the applicable statutory and regulatory requirements in order to ensure a customary and competitive system within this framework. In assessing the appropriateness and customary nature of the compensation, the Supervisory Board takes into account the ratio of the compensation of the Management Board of Sixt Leasing SE in relation to other, comparable companies (horizontal comparison) as well as the appropriateness of the compensation within the company (vertical comparison). Within the scope of the vertical comparison, the Supervisory Board

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considers both the relationship to the compensation of the executives of the first management level immediately downstream from the Management board (senior management) and in relation to the total workforce of Sixt Leasing AG in Germany and their compensation and employment conditions, including the development over time. If the Supervisory Board identifies a need for change as part of its regular review of the compensation system, it adopts resolutions on appropriate amendments. In the event of significant changes, the Supervisory Board shall resubmit the compensation system to the Annual General Meeting for approval. If the Supervisory Board consults an external compensation expert to develop the compensation system and assess the appropriateness of the compensation, it shall ensure that the expert is independent of the Management Board and the Company.

The members of the Supervisory Board are obliged exclusively to serve the interests of the Company. Within the scope of their Supervisory Board activities, they may not pursue personal interests or exploit business opportunities of Sixt Leasing SE for themselves or a third party. Conflicts of interest must be disclosed to the Chairman of the Supervisory Board without delay. In its annual report to the Annual General 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. Components of the compensation system

3.1 Overview of compensation components

The compensation of the members of the Management Board of Sixt Leasing SE comprises non-performance-related (fixed) and performance-related (variable) components that comply with the requirements of the German Stock Corporation Act and banking regulatory laws, in particular in accordance with the Compensation Regulation for Institutions (Institutsvergütungsverordnung). The fixed compensation consists of the basic annual salary and fringe benefits. The variable compensation components are performance-related and consist of an Upfront-Cash-Component, an Upfront-Instrument-Component, a Deferral-Cash-Component and a Deferral-Instrument-Component. In justified cases, the compensation, including fringe benefits, may be awarded to a member of the Management Board as a net amount.

The target total compensation comprises the sum of the fixed and variable compensation components, whereby the variable compensation components are based on a target achievement of 100%. Within the total target compensation, the relative components are as follows:

Target total compensation					
Fixed Components		Variable components			
Base salary ~ 52,5% - 62,5%	Fringe benefits ~ 2% - 12%	Upfront-Cash ~ 5% - ~ 15%	Upfront-Instrument ~ 5% - ~ 15%	Deferral-Cash ~ 4% - ~ 10%	Deferral-Instrument ~ 4% - ~ 10%

3.2 Fixed compensation components

The fixed compensation is not performance-related and consists of the basic annual salary and fringe benefits.

3.2.1 Base 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 installments.

3.2.2 Fringe benefits

In addition to the fixed basic salary, Sixt Leasing SE grants the Management Board members fringe benefits in line with the market. For example, Sixt Leasing SE 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 in line with market conditions (D&O/legal protection insurance, group accident insurance). For the D&O insurance there is a deductible in accordance with the requirements of the German Stock Corporation Act (AktG) of 10% of the damage, limited per calendar year to one and a half times the fixed annual compensation. In addition, housing allowances, relocation allowances, school allowances and comparable fringe benefits may be granted on an individual basis. The same applies within the framework of regulatory requirements for special payments dependent on individual cases, such as retention bonuses, recognition bonuses or transaction bonuses.

3.3 Variable compensation components

The variable compensation of the members of the Management Board in the form of a bonus is linked to operational and strategic corporate targets as well as individual or departmental targets for the members of the Management Board, which are set by the Supervisory Board before the beginning of a fiscal year. The targets are based on the Company's business and risk strategy and the multi-year plan and are aimed at success-oriented, sustainable corporate management taking into account the risks assumed. In this way, the targets help to promote the business strategy and the long-term sustainable development of the Sixt Leasing SE and also take social/environmental parameters into account. Within the framework of the targets, financial and non-financial as well as quantitative and qualitative performance criteria are taken into account.

The performance criteria to be defined by the Supervisory Board as part of the corporate objectives can be linked on the one hand as financial as well as non-financial targets to strategic initiatives of the Company (e.g. project-related, product-related, customer-related or business partner-related initiatives) and on the other hand designed as quantitative, in particular financial, as well as other financial or operational targets related to the success of the Company (e.g. financial ratios). The individual or departmental targets particularly take into account the function and area of responsibility of the individual Management 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) may be taken into account.

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Together with setting the targets, the Supervisory Board annually determines for the upcoming fiscal year the amount of the target bonus for 100% overall target achievement, the maximum bonus outgoing amount to be determined for the fiscal year as well as demanding threshold, target and maximum values for each target and for overall target achievement, and the weighting of the individual targets in relation to each other for each Management Board member. The target values are derived from the Company's planning and correspond to 100% target achievement. If a set target is missed to such extent that it falls below the threshold value, the target achievement for this target corresponds to 0%. When the defined maximum value is reached, the degree of target achievement for the target is capped and does not increase further.

A change in the defined targets in the course of the year is fundamentally ruled out. An exception is conceivable in line with regulatory requirements in the event of a change in the Company's business and risk strategy. 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 could not be taken into account to the extent that they materialized and that have led to significant changes in the underlying circumstances (e.g. acquisition or disposal of parts of the company, fundamental changes in the market situation, natural catastrophes, pandemics and comparable circumstances) may be taken into account in the determination of target achievement by adjusting the overall target achievement level upward or downward by up to 20 percentage points at the Supervisory Board's tightly limited, bound discretion, unless mandatory legal provisions provide otherwise.

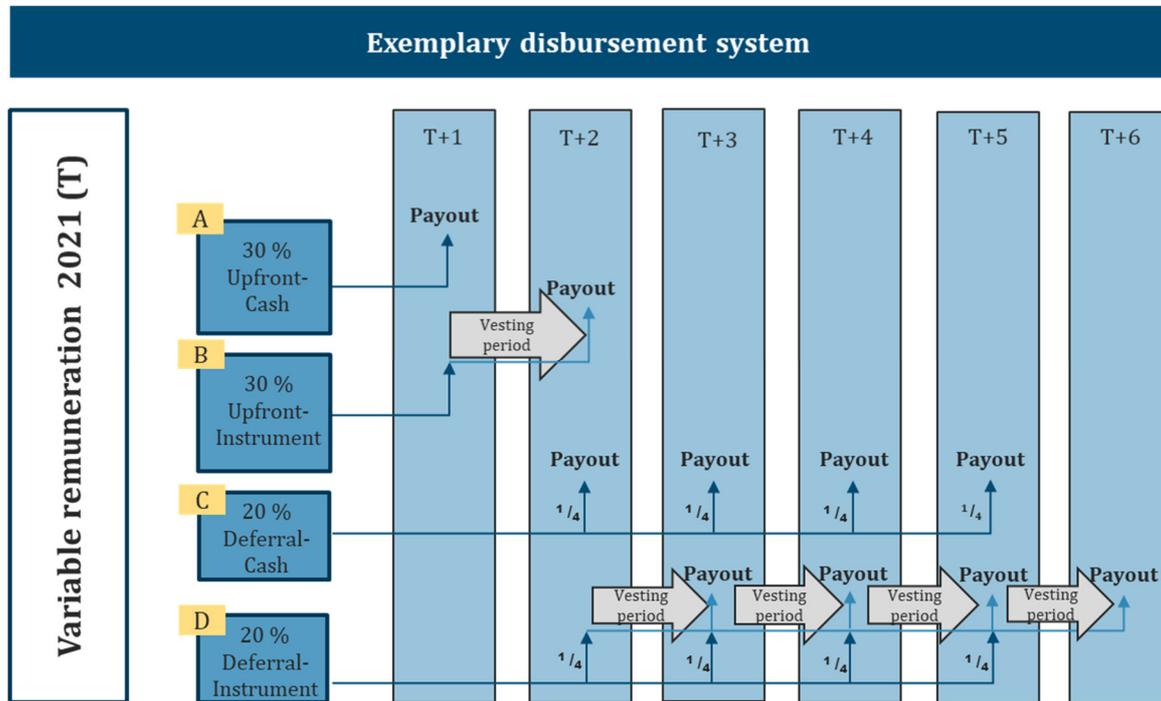
The amount of the initial bonus to be granted for a fiscal year is determined by the Supervisory Board based on the target achievement of the performance criteria. This is done by means of an actual-target-comparison of the quantitative, measurable financial and non-financial targets or by means of an assessment made by the Supervisory Board at its due discretion with regard to the qualitative, non-financial targets. Based on the defined threshold, target and maximum values of the individual performance criteria and 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, subject to further conditions, in the form of the following variable compensation components, with the Supervisory Board deciding on the design of the components in detail (namely with regard to the duration of deferral periods and holding periods) and the weighting of the components on the basis of banking regulatory requirements. At present, the variable compensation 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:



The granting or payment of variable compensation always requires that the relevant applicable regulatory requirements are met, in particular with regard to the Company's risk-bearing capacity and profit situation as well as its equity and liquidity position. In the event of changes to the compensation arrangements for the members of the Management Board required by supervisory law, the Supervisory Board is entitled to implement these in the compensation agreements with the members of the Management Board.

3.3.1 Upfront-Cash-Component

The portion of the variable compensation to be granted as an Upfront-Cash-Component is paid out to the Management Board member in cash in the next salary run or the one after that following the Supervisory Board's determination of the initial amount of the bonus in accordance with the requirements of banking supervision law. There will be no premature payment of the upfront cash component even if the Management board member leaves the company.

3.3.2 Upfront-Instrument-Component

The amount of variable compensation determined as the Upfront-Instrument-Component will be converted into Upfront-Instruments following the Supervisory Board's determination of the initial amount of the bonus in accordance with banking 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 of EUR 1.00 (gross) per Upfront-Instrument. The Upfront-Instruments are subject to a vesting period to be determined by the Supervisory Board, currently a period of one year. The vesting

period begins at the end of December 31 of the fiscal year preceding the grant of the Upfront-Instruments ("initial vesting date"). No interest is paid on the Upfront-Instruments during the vesting period. The Upfront-Instruments can be designed to be heritable.. The Upfront-Instruments will not be paid out before the end of the vesting period. This also applies if the Management Board member leaves the company.

At the end of each holding period, the Supervisory Board determines the sustainable performance of the Company during the specified holding period on the basis of certain parameters defined by it in advance and taking into account regulatory requirements. If there is an increase in value, this leads to an increase in the amount paid out under the upfront instruments. A decline in value, on the other hand, leads to a reduction in the amount paid out. The payment amount determined in this way shall be paid out in cash to the Management board member in accordance with the relevant determinations within the framework of the regulatory requirements and the corresponding determinations of the Supervisory Board.

3.3.3 Deferral-Cash-Component

The Deferral-Cash-Component is subject to a retention period to be determined by the Supervisory Board, which meets the requirements of banking supervision law (currently at least 3 years, prospectively at least 4 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 calculated item in accordance with the requirements of banking supervision law, without the crediting giving rise to an entitlement or claim to the corresponding amount. Before the end of the retention period, there is merely a claim to the correct determination of the portion of the variable compensation that has not yet accrued as an entitlement or claim. No interest is paid on the Deferral-Cash-Component during the retention period. The Deferral-Cash-Component can be designed to be heritable.

During the retention period, the Supervisory Board shall decide after the end of each fiscal year following the crediting, in accordance with the regulatory requirements, whether to grant a ratable share (currently one third, prospectively a 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 is determined by the backtesting, malus and clawback rules to be determined by the Supervisory Board pursuant to section 3.4.

A payment of the Deferral-Cash-Component shall be made in cash with the next payroll after determination of the part of the Deferral-Cash-Component to be paid out, in line with regulatory requirements and the corresponding determinations of the Supervisory Board. 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 employment relationship.

3.3.4 Deferral-Instrument-Component

The Deferral-Instrument-Component is subject to a retention period to be determined by the Supervisory Board, which meets the requirements of banking supervision law (currently at least 3 years, prospectively at least 4 years). At the beginning of the retention period, the amount determined as the Deferral-Instrument-Component will be credited, in accordance

with banking supervisory requirements, to a virtual account held for the Management Board member as a calculated item in the form of Deferral-Instruments with a nominal value determined by the Supervisory Board, currently a nominal of EUR 1.00 (gross) per Deferral-Instrument, without the crediting of the Deferral-Instruments already giving rise to an entitlement or claim of the Management Board member to the corresponding amount or Deferral-Instruments. Before the end of the retention period, there is only a claim to the correct determination of the part of the Deferral-Instrument-Component that has not yet grown into an entitlement or claim. Amounts withheld as Deferral-Instruments do not accrue interest until a decision has been made on whether to grant them. Deferral-Instruments can be designed to be heritable.

During the retention period, the Supervisory Board shall decide at the beginning of each fiscal year following the crediting whether to grant a ratable share (currently one third, prospectively a quarter) of the credited Deferral Instruments, applying the backtesting, malus and clawback rules to be determined by the Supervisory Board in accordance with section 3.4. The Deferral Instruments to be granted thereafter are subject to a vesting period to be determined by the Supervisory Board, currently a vesting period of one year. In this respect, the provisions governing the upfront instruments with regard to the holding period, the determination of the performance and the determination of the amount to be paid out shall apply accordingly, with the provision that the starting date shall in each case be the end of December 31 of the fiscal year preceding the crediting of the deferral instruments to the virtual account managed for the Management board member. On this basis, the amount to be paid out to the Management board member on the deferral instruments after the expiry of the holding period is determined, depending on the performance of the Company during the vesting period. The payment will be made in cash after expiry of the vesting period in accordance with the regulatory requirements and the corresponding determinations of the Supervisory Board. The Deferral Instruments will not be granted or paid out before the end of the respective retention period. This also applies in the event of termination of employment.

3.4 Backtesting, malus and clawback

Before a decision is made on the granting of a tranche of the Deferral-Cash-Component or the Deferral-Instrument-Component, the degrees of target achievement on which the respective compensation component is based are reviewed again (backtesting) in accordance with the regulatory requirements of the Compensation Regulation for Institutions (Institutsvergütungsverordnung) as specified in more detail by the Supervisory Board. If the result of the backtesting deviates negatively from the target achievement levels on which the variable compensation was originally based, the respective Deferral-Cash-Component or Deferral-Instrument-Component must be adjusted on the basis of the corrected target achievement level as determined in more detail by the Supervisory Board. An increase in variable compensation as part of backtesting is excluded.

In addition, breaches of duty by a member of the Management Board in particular against statutory, regulatory or contractual obligations may, as determined in more detail by the Supervisory Board in accordance with the requirements of banking supervision law, result in a reduction or cancellation of variable compensation components not yet paid out (malus

provision). The Supervisory Board dutifully decides on the extent of any reduction or cancellation in accordance with the circumstances of the individual case. In particular, serious breaches of duty can lead to a complete reduction in the variable compensation to be granted for the relevant fiscal year in accordance with the requirements of banking supervision law.

In particular in the event of a serious breach of duty, Management Board members may also be obliged to repay variable compensation 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, in particular in cases where there have been significant losses or a significant regulatory sanction to the detriment of the Company. The clawback period begins, as determined in more detail by the Supervisory Board in accordance with regulatory requirements, with the payment of the non-retained portion of the variable compensation (Upfront-Cash-Component) for the fiscal year in which the clawback occurred and ends two years after the expiry of the retention period for the last component of the Deferral-Cash-Component to be granted for this fiscal year.

3.5 Maximum compensation

The compensation of the Board of Management is capped taking into account all compensation components in accordance with section 87a (1) sentence 2 no. 1 AktG (maximum compensation). The maximum compensation limits the total of all compensation payments made to the Management Board member for a fiscal year and includes all compensation components including fixed compensation, all variable compensation components, as well as fringe benefits and bonuses of any kind. The maximum compensation for Management Board members is EUR 1.2 million (gross). If the maximum amount is exceeded, the payment of variable compensation is reduced accordingly. For current service contracts, the regulations agreed therein regarding the maximum amount of compensation apply.

In addition, the compensation of the Management Board is also limited in terms of the variable compensation components. This limit is set on the one hand by means of the maximum target achievement levels of the members of the Management Board determined by the Supervisory Board, which are decisive for the calculation of the variable compensation. On the other hand, the annual variable compensation of the members of the Management Board may not exceed the annual fixed compensation in accordance with the banking regulatory requirements pursuant to Section 25a (5) of the German Banking Act (KWG), unless the Annual General Meeting resolves to approve a higher variable compensation, which may not exceed 200 percent of the fixed compensation. The Annual General Meeting made use of this option and approved a higher variable compensation of up to 200% of the fixed compensation component for the members of the Management Board.

4. Compensation-related transactions

4.1 Terms of Management Board service contracts, invalidity, death

The Management Board service contracts are concluded in each case for the duration of the appointment period. When appointing members of the Management Board, the Supervisory Board observes the requirements of § 84 of the German Stock Corporation Act

(AktG), in particular the maximum term of appointment of five years. In the case of first-time appointments, the term shall not exceed three years.

In accordance with the German Stock Corporation Act (AktG), the employment contracts do not provide for an ordinary termination option; the right to terminate the service contract without notice for good cause remains unaffected.

In the event of effective revocation of the appointment as Management Board member pursuant to Section 84 (3) of the German Stock Corporation Act (AktG), resignation from office by the Management Board member or other termination of the Management Board member's position, 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 BGB) of this contract shall remain unaffected.

In the event of permanent incapacity for work, Management Board service contracts also end automatically six months after the permanent incapacity for work is established, unless the contract ends at an earlier date due to the passage of time or termination. In the event of temporary, non-permanent incapacity for work, the fixed annual base salary will continue to be paid to the Management Board member for a period of up to six months, but no longer than until the contract is terminated. Sick pay and similar benefits to which the Management Board member is entitled on the basis of an insurance relationship shall be counted towards the continued payment of compensation.

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 training) are entitled as joint creditors to continued payment of the monthly basic salary for the month of death and the following three months, but no longer than until the contract is terminated by the passage of time. In addition, a portion of the annual bonus for the fiscal year in which the death occurred is paid to the surviving dependents pro rata temporis in this case. The amount of this bonus is determined taking into account the total bonuses granted to the Management Board member in the previous three years. In addition, there is no entitlement to the "regular" bonus for the fiscal year in which the death occurred.

4.2 Payments on termination of service on the Management Board

In the event of effective revocation of the appointment to the Management Board pursuant to § 84 (3) of the German Stock Corporation Act (AktG), resignation from office by the Management Board member or other termination of the Management Board member's office, the Company shall be entitled to release the Management Board member from his duties for the remaining term of his contract, taking into account existing unused vacation entitlements. In the event of a leave of absence, the Management Board member shall be entitled to pro rata payment of the basic salary for the duration of the leave of absence. Any claims to variable compensation are excluded for the period of a leave of absence.

If there is cause for extraordinary termination of the Management Board member, the Company's entitlement to reduce or cancel (malus) compensation components to an appropri-

ate extent also relates to the parts of the Deferral-Cash-Component and the Deferral-Instrument-Component in the retention period. In the event of effective extraordinary termination by a member of the Management Board for good cause, all parts of the Deferral-Cash-Component and the Deferral-Instrument-Component in the retention period shall be forfeited.

4.3 Post-contractual non-competition clause

Post-contractual non-competition clauses may be agreed with Management Board members for a period of 12 months after the end of the service contract. If these apply, the Management Board members receive a monthly waiting allowance for the duration of the post-contractual non-competition clause - subject to defined crediting mechanisms with regard to other income - in the amount of the Management Board member's relevant monthly base salary at the time of termination of the service relationship. Any other compensation which the Management Board member earns or maliciously refrains from earning during the term of the post-contractual non-competition clause by utilizing his or her labor shall be credited against the compensation, provided that the other compensation together with the compensation exceeds the amount of the gross annual base salary last received. Sixt Leasing SE shall have the right to waive the post-contractual non-competition clause until the termination of the service relationship with the effect that it shall end with immediate effect and that no further 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 when he reaches the statutory retirement age.

4.4 Change of Control

The members of the Management Board have no entitlement to benefits in the event of premature termination of their service on the Management Board due to a change of control.

4.5 Compensation for serving on the governing bodies and other positions at affiliated companies

The compensation from the service contract covers all activities of the Management Board members in the form of supervisory board mandates, management mandates and comparable positions in the Sixt Leasing-Group, the Santander-Group and/or the Hyundai Motor Group. Any compensation that the Management Board member should nevertheless receive as a result of assuming these offices and mandates must be transferred to Sixt Leasing SE or may be credited against the Management Board compensation.

4.6 Authority of the supervisory authority to issue orders

Pursuant to Section 45 of the German Banking Act (KWG), the competent financial supervisory authority is entitled to issue orders relating to the institutions' compensation systems under more closely defined conditions. Pursuant to Section 45 (2) No. 10 of the German Banking Act (KWG), Sixt Leasing SE may, under certain conditions, be ordered to limit or completely eliminate the total annual amount it provides for the variable compensation of all managers as well as employees (total amount of variable compensation) to a certain

proportion of the annual result. Pursuant to Section 45 (2) No. 11 of the German Banking Act (KWG), the payment of variable compensation 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 compensation components pursuant to Section 45 (2) No. 11 of the German Banking Act (KWG), it may also be ordered, if further circumstances exist, pursuant to Section 45 (7) of the German Banking Act (KWG) that the entitlements to the granting of variable compensation components lapse in whole or in part. If the competent financial supervisory authority issues an order with regard to the compensation systems of the Sixt Leasing SE in accordance with Section 45 of the German Banking Act (KWG) 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 implement supervisory authority orders unilaterally in relation to the Management Board member.

4.7 Hedging-prohibition

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

5. Temporary deviation from the Management Board compensation system

In accordance with the statutory provision of Section 87a (2) sentence 2 of the German Stock Corporation Act (AktG), the Supervisory Board may exceptionally and temporarily deviate from the compensation system if exceptional circumstances make a deviation necessary in the interests of the long-term welfare of the Company (e.g. also to implement regulatory or supervisory requirements). The components of the compensation system from which deviation is possible are in particular the compensation structure, the performance criteria and bonus curves of the variable compensation, as well as the metrics for determining target achievement in the variable compensation and the granting of further fringe benefits or bonuses. This requires a Supervisory Board resolution that establishes the need for a deviation in a transparent and justified manner. The components of the compensation system specifically affected by the deviation and the necessity of the deviation are explained to the shareholders in the respective compensation report.

Supplementary information on agenda item 7 (Resolution on the confirmation of the compensation of the members of the Supervisory Board)

The currently applicable regulation on the compensation of the Supervisory Board of Sixt Leasing SE is set forth in Section 15 of the Articles of Association.

Section 15 of the Articles of Association of Sixt Leasing SE reads as follows:

„§ 15

Compensation

1. The members of the Supervisory Board receive a fixed compensation for each full fiscal year of their membership of the Supervisory Board, which amounts 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 term of office as member and/or Chairman of the Supervisory Board does not last for a full fiscal year or if a fiscal year is shorter than a calendar year, the above compensation shall be granted pro rata temporis according to the duration of the membership in the Supervisory Board or the term of office as Chairman. The compensation is payable after expiry of each fiscal year. The compensation of the first Supervisory Board shall be resolved by the shareholders' meeting in accordance with Section 113 para. 2 sentence 2 AktG.
2. The members of the Supervisory Board shall also be compensated for their expenses. In addition, they are compensated for the value-added tax payable on their compensation and expenses.
3. The Company shall conclude a directors' and officers' liability insurance policy (D&O insurance) for the benefit of the members of the Supervisory Board at reasonable terms and conditions in accordance with market practice, covering the statutory liability arising from the Supervisory Board's activities; to the extent permitted by statutory law, no deductible is to be provided for."

These provisions are based on the following compensation system within the meaning of Section 113 para. 3 sentence 3, Section 87a para. 1 sentence 2 AktG:

In line with prevailing market practice at listed companies in Germany, the compensation of Supervisory Board members is structured purely as fixed compensation without variable components. The Management Board and the Supervisory Board are of the opinion that purely fixed compensation for the members of the Supervisory Board is best suited to strengthen the independence of the Supervisory Board and to take account of the advisory and supervisory function of the Supervisory Board, which is to be performed independently of the success of the Company. The amount and structure of Supervisory Board compensation ensure that the Company is able to attract qualified candidates for membership of the Company's Supervisory Board; in this way, Supervisory Board compensation makes a sustainable contribution to promoting the Company's business strategy and long-term development.

The system for the compensation of Supervisory Board members is decided by the shareholders' meeting on the basis of proposals by the Management Board and Supervisory Board. The compensation of the members of the Supervisory Board is reviewed regularly, at least every four years, by the Management Board and Supervisory Board to determine whether the amount and structure are still in line with market conditions and are commensurate with the duties of the Supervisory Board and the situation of the Company. In the opinion of the Management Board and the Supervisory Board, the compensation is appropriate in its current form.

The compensation and employment conditions of the employees were not and are not included in the design of the compensation system for the members of the Supervisory Board, as the Supervisory Board compensation is granted for an activity which is fundamentally different from the activity of the employees due to its advisory and supervisory function. Any conflicts of interest in the review of the compensation system are countered by the statutory system of competences, as the decision-making power on Supervisory Board compensation 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 checks and balances is already anchored in the statutory regulations.

In addition, it is announced that the members of the Supervisory Board of the Company associated with the current principal shareholder of the Company – these are Mr. Jochen Klöpfer, Mr. Thomas Hanswillemenke, Mr. Chwihan Yoon and Mrs. Hyunjoo Kim – have each waived compensation for their activities on the Supervisory Board vis-à-vis the Company with effect from the beginning of the term of office commencing with the election by the shareholders' meeting on December 10, 2020 until further notice, insofar as such compensation goes beyond the compensation of expenses and value-added tax as well as D&O insurance cover.

Documents regarding the Agenda

Starting at the time of convocation of the shareholders' meeting, in particular, the following documents will be made available on the Company's website at <http://ir.sixt-leasing.de/hv>:

- The invitation to the shareholders' meeting;
- the adopted annual financial statements and the approved consolidated financial statements, the management report for the group and Sixt Leasing SE, including the explanatory notes on the information pursuant to Sections 289a para. 1, 315a para. 1 of the German Commercial Code (*HGB*), and the report of the Supervisory Board of Sixt Leasing SE, in each case for the fiscal year 2020;
- the Management Board's proposal on the use of balance sheets profits (as part of the invitation to the shareholders' meeting);
- the supplementary information on agenda item 6 (as part of the invitation to the shareholders' meeting); and
- the supplementary information on agenda item 7 (as part of the invitation to the shareholders' meeting)

All aforementioned documents will be available on the above-mentioned website also during the shareholders' meeting.

Total number of shares and voting rights

The Company's share capital at the time of the publication of convocation of the shareholders' meeting in the Federal Gazette (*Bundesanzeiger*) amounts to EUR 20,611,593.00 and is divided into 20,611,593 no-par value bearer shares. Each share grants one vote in the shareholders' meeting. The total number of voting rights in the Company therefore amounts to 20,611,593 at the time of the publication of convocation of the shareholders' meeting in the Federal Gazette.

Treasury shares directly or indirectly held by the Company confer no voting rights pursuant to Section 71b AktG. At the time of publication of the convocation of the shareholders' meeting in the Federal Gazette, the Company holds no treasury shares.

Virtual shareholders' meeting without physical attendance of the shareholders and their representatives

Against the background of the effects of the COVID-19 pandemic, the Management Board of Sixt Leasing SE has decided, for preventive healthcare reasons and in consideration of possible administrative restrictions on holding physical meetings, to hold also this year's annual shareholders' meeting, based on Section 1 of the Act on Measures in the Law on Companies, Cooperatives, Associations, Foundations and Condominiums to Combat the Effects of the COVID-19 Pandemic of March 27, 2020 in its currently applicable version (COVID-19 Act), without the physical attendance of shareholders or their representatives as virtual shareholders' meeting.

The shareholders' meeting will be held at the premises of the Company, Dr.-Carl-von-Linde-Straße 2, 82049 Pullach im Isartal, Germany, as place of the shareholders' meeting within the meaning of the law.

However, a physical attendance of the shareholders or their representatives at the shareholder's meeting is excluded – with the only exception being the proxy representatives appointed by the Company – due to the holding of the shareholders' meeting as a virtual shareholders' meeting.

Instead, in accordance with the provisions of the COVID-19-Act for a virtual shareholders' meeting, the following applies:

- For the shareholders and their representatives, the entire shareholders' meeting will be broadcast live by audio and video transmission over the internet through a password protected online service (Shareholders' Portal).
- Shareholders and their representatives may exercise their voting rights via electronic communication (absentee voting) or by authorizing proxy representatives appointed by the Company.
- Shareholders and their representatives will be granted the right to ask questions via electronic communication.

- By derogating from Section 245 no. 1 AktG, shareholders or their representatives who have exercised their voting rights are offered the opportunity to object to a resolution of the shareholders' meeting via electronic communication without the requirement to attend in person at the shareholders' meeting.

For further details, please refer to the below explanations.

As the conduct of the shareholders' meeting as virtual shareholders' meeting based on the COVID-19-Act results in modifications to the meeting procedure and the exercise of shareholders' rights, we ask the shareholders to pay particular attention to the following information regarding registration for the shareholder's meeting, exercise of voting rights as well as further shareholders' rights.

Requirements for attending the virtual shareholders' meeting and for exercising voting rights

Shareholders who intend to participate in the virtual shareholders' meeting and/or to exercise their voting rights must register prior to the shareholders' meeting. The registration must be in text form in German or English.

Furthermore, shareholders must provide evidence for the entitlement to participate in the virtual shareholders' meeting. To prove the entitlement to participate in the virtual shareholders' meeting (and therefore at the same time to exercise the voting right) it is necessary to provide an evidence of shareholding pursuant to Section 67c para. 3 AktG. The evidence must refer to the beginning of the 12th day prior to the shareholders' meeting (Record Date), that is Thursday, June 17, 2021, 24:00 hrs.

The registration and the additionally required evidence for the entitlement to participate in the virtual shareholders' meeting must be received by Sixt Leasing SE no later than by Friday, June 25, 2021, 24:00 hrs, at the following address:

Sixt Leasing SE
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich
Germany
E-Mail: inhaberaktien@linkmarketservices.de

After fulfilment of the above-mentioned requirements for attending, the shareholders entitled to participate or their representatives will receive voting cards for exercising the rights in relation to the virtual shareholders' meeting. The voting cards include the personal login data that are required to use the password protected Shareholders' Portal for the shareholders' meeting. To ensure that the voting cards are received in time, we ask the shareholders to ensure that their registration and the separate evidence of shareholding are sent early to the registration office under the abovementioned address.

Significance of the Record Date

Regarding the participation in the shareholders' meeting and the exercise of voting rights as shareholder, a person is only deemed a shareholder in relation to the Company who has provided the above-mentioned evidence of shareholding. The shareholdings as of the Record Date are exclusively authoritative for the entitlement to participate in the virtual shareholders' meeting and the extent of the voting right. Neither the Record Date nor the registration to the shareholders' meeting constitute a restriction to sell shares. Therefore, shareholders can freely dispose of their shares also at or after the Record Date as well as after registering to the shareholders' meeting. Such transfers, however, do not affect the entitlement to participate in the virtual shareholders' meeting and the extent of the voting right. The same applies to acquisition or additional purchase of shares at or after the Record Date. Persons who purchase shares of the Company only at or after the Record Date are, therefore, with respect to these shares regarding the virtual shareholders' meeting neither entitled to participate nor to exercise voting rights from their own rights. The Record Date has no significance for the dividend entitlement.

Absentee voting (via electronic communication)

Shareholders or their representatives may exercise their voting rights via electronic communication without attending the shareholders' meeting in person (absentee voting). Also, in this case, the requirements for attending the virtual shareholders' meeting and exercise of voting rights mentioned above need to be fulfilled.

Such absentee votes (and, possibly, their modification or revocation) may be transmitted to the Company only via the password protected Shareholders' Portal on the Company's website at

<http://ir.sixt-leasing.de/hv>

and must be received by the Company on this way no later than at the beginning of the voting in the virtual shareholders' meeting on Tuesday, June 29, 2021. The personal login data for the Shareholders' Portal will be sent without request to shareholders eligible to participate or their representatives together with their voting card.

Please note that other communication channels for absentee voting are not available, in particular, absentee votes cannot be sent by post.

Procedure for voting by proxy representatives appointed by the Company

To exercise the voting rights in the course of the virtual shareholders' meeting, the Company furthermore offers its shareholders and their representatives the possibility to authorize proxy representatives appointed by the Company who are bound by instructions. Also, in this case, the shareholders need to fulfill the requirements for attending the virtual shareholders' meeting and the exercise of voting rights mentioned further above.

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The proxy representatives appointed by the Company, on the proxy form, have to be given binding instructions for exercising the voting rights; they are obliged to exercise the voting rights in accordance with the instructions given to them. The representation by proxy representatives appointed by the Company is limited to exercising the voting rights as instructed with respect to the voting regarding the agenda items; the proxy representatives appointed by the Company will not accept instructions for exercising other shareholder rights, in particular, to submit motions, ask questions or to object to resolutions. Granting proxies and providing instructions to the proxy representatives appointed by the Company requires text form.

The Company must receive such proxies and instructions to the proxy representatives appointed by the Company (as well as any modifications or revocations of such proxies and instructions) as follows:

- either, no later than by Monday, June 28, 2021, 6:00 p.m., at the following address (whereby in particular, electronic transmission via email is possible):

Sixt Leasing SE
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich
Germany
E-Mail: inhaberaktien@linkmarketservices.de

- or, at the latest upon beginning of the voting during the virtual shareholders' meeting on Tuesday, June 29, 2021 via the password protected Shareholders' Portal at the website

<http://ir.sixt-leasing.de/hv>

The personal login data for the Shareholders' Portal as well as a form for granting proxy and instructions to the proxy representatives appointed by the Company will be sent without request to the shareholders eligible to participate or their representatives together with the voting card; furthermore, a form for granting proxy and instructions to the proxy representatives is also available at the website <http://ir.sixt-leasing.de/hv>.

Procedure for voting by other representatives

Furthermore, shareholders have the option to grant proxy to another representative, also a bank or another intermediary or a shareholders' association, to exercise their voting right (and, possibly, other rights related to the shareholders' meeting). Also, in this case, the requirements for attending the virtual shareholders' meeting and the exercise of voting rights mentioned further above need to be fulfilled for the relevant shareholdings.

However, due to the holding of the shareholders' meeting as virtual shareholders' meeting pursuant to the COVID-19-Act, a physical attendance of such representatives is not possible; therefore, such representatives may only exercise the voting right in the shareholders'

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meeting via electronic communication by absentee voting or grant (sub)proxy to the proxy representatives appointed by the Company. The exercise of the voting right by a proxy representative via electronic communication through the password protected Shareholders' Portal requires that the proxy representative receives the personal login data from the principal that has been sent with the voting card.

The statutory provisions apply to the proxy in the absence of a deviating provision in the Articles of Association. The granting of proxy, its revocation and the proof of authorization vis-à-vis the Company therefore require text form if neither a bank nor another intermediary nor an shareholders' association, a proxy advisor or any other person or association of individuals which, pursuant to Section 135 para. 8 AktG, is treated like an intermediary, are granted a proxy.

When granting a proxy to a bank or another intermediary, a shareholders' association, a proxy advisor or any other person or association of individuals which, pursuant to Section 135 para. 8 AktG, is treated like an intermediary, the specific provisions of Section 135 AktG apply which, besides others, require that the authorization shall be kept verifiable. In contrast, the general statutory text form requirement does not apply to these proxy recipients according to the prevailing opinion. However, if applicable, the respective proxy recipients might determine their own requirements for the form; details can be obtained from the respective proxy recipient, if necessary.

If the shareholder grants a proxy to more than one person, the Company may reject one or more of them.

Proxy forms which can be used for granting a proxy will be sent to the shareholders entitled to participate without request together with the voting card regarding the shareholders' meeting and are also available at the website <http://ir.sixt-leasing.de/hv>.

The proxy can be granted and revoked by declaration vis-à-vis the Company as well as by declaration vis-à-vis the proxy recipient. For granting and revoking the proxy by declaration vis-à-vis the Company as well as for the transmission of the proof of a proxy which was granted by declaration vis-à-vis the proxy recipient or its revocation, respectively, the address mentioned below can be used to which, in particular, also electronic transmission by email is possible:

Sixt Leasing SE
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich
Germany
E-Mail: inhaberaktien@linkmarketservices.de

A proxy which is granted by declaration vis-à-vis the Company or its revocation as well as the transmission of the proof of a proxy which was granted by declaration vis-à-vis the proxy recipient or its revocation, respectively, must be received by the Company under the address mentioned above until at the latest Monday, June 28, 2021, 6:00 p.m.

Treatment of divergent declarations on the exercise of voting rights

If the Company receives different declarations on the exercise of voting rights for the same shareholding by different means of transmission, only the last declaration received will be taken into account. If the Company is unable to identify which of the declarations was received last, these declarations will be taken into account in the following order: (1) via the password-protected Shareholders' Portal, (2) by e-mail, (3) declarations sent by letter.

Further information regarding the voting

The scheduled voting on agenda items 2 to 5 as well as 7 and 8 are binding, the scheduled vote on agenda item 6 is recommendatory in the sense of Table 3 of the Annex to Implementing Regulation (EU) 2018/1212. In each case, there is the option to vote yes (in favor), no (against) or to abstain from voting.

If voting rights are exercised by means of electronic absentee voting, the Company will electronically confirm receipt of the electronically cast vote to the person casting the vote in accordance with the statutory requirements.

In accordance with the statutory requirements, those voting may request confirmation from the Company within one month after the date of the shareholders' meeting as to whether and how their vote was counted. This confirmation can be requested after the shareholders' meeting via the Shareholders' Portal using the personal access data printed on the voting card.

Shareholders' right to an addition to the agenda pursuant to Section 122 para. 2 AktG in conjunction with Art. 56 sentence 2 and 3 of the SE Regulation and Section 50 para. 2 SEAG

Shareholders whose aggregate shareholdings represent 5% of the share capital or the proportionate amount of EUR 500,000.00 of the share capital of Sixt Leasing SE (this corresponds to 500,000 no-par value shares) may request that items be included on the agenda and published. Each new item of the agenda must also include reasoning or a resolution proposal. The request must be addressed in writing or in the electronic form pursuant to Section 126a of the German Civil Code (*BGB*) (i.e., with a qualified electronic signature) to the Management Board of Sixt Leasing SE and must be received by the Company no later than Monday, June 14, 2021, 24:00 hrs. Please send such requests to the following address:

Sixt Leasing SE
– Vorstand –
Zugspitzstraße 1
82049 Pullach
Germany
E-Mail (with a qualified electronic signature): hv@sixt-leasing.com

Additions to the agenda to be published will – if they have not already been published together with the convocation of the shareholders' meeting – be published without undue delay after receipt of the request the same way as the convocation.

Shareholders' counter-motions and election proposals pursuant to Sections 126 para. 1, 127 AktG, Section 1 para. 2 sentence 3 COVID-19-Act

Every shareholder has the right to transmit counter-motions to the proposals of the Management Board and/or the Supervisory Board on specific agenda items as well as proposals regarding an election of Supervisory Board members or auditors provided for in the agenda to the Company.

Counter-motions and election proposals may be transmitted to the Company prior to the shareholders' meeting to the following address:

Sixt Leasing SE
– Investor Relations –
Zugspitzstraße 1
82049 Pullach
Germany
E-Mail: hv@sixt-leasing.com

Counter-motions and election proposals received by the Company at the above-mentioned address by no later than Monday, June 14, 2021, 24:00 hrs, will be made available without undue delay including the shareholder's name and the reasoning (if any) as well as potential statements of the management on the website of the Company at <http://ir.sixt-leasing.de/hv>. Countermotions and election proposals addressed differently will not be made available. Furthermore, the Company may, under certain additional conditions further specified in Sections 126 and 127 AktG, respectively, partially or completely refrain from making counter-motions or election proposals available or may summarize counter-motions or election proposals, respectively, and their reasoning.

Motions or election proposals by shareholders which are to be made available pursuant to Section 126 or Section 127 AktG are deemed to have been made at the meeting pursuant to Section 1 para. 2 sentence 3 Covid-19-Act if the shareholder making the motion or proposal for election is duly authorized and has registered for the shareholders' meeting. This applies mutatis mutandis to motions regarding agenda items which are subsequently placed on the agenda by separate announcement on the basis of a supplementary motion by shareholders pursuant to Section 122 para. 2 AktG.

Shareholders' right to ask questions pursuant to Section 1 para. 2 COVID-19-Act; right to request information pursuant to Section 131 para. 1 AktG

Pursuant to Section 1 para. 2 COVID-19-Act, shareholders must be granted the right to ask questions via electronic communication. The Management Board, with the approval of the Supervisory Board, has resolved that shareholders that have fulfilled the aforementioned

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requirements for attending the virtual shareholders' meeting and the exercise of the voting right or their proxy representatives may file questions as follows:

Questions need to be transmitted to the Company in German via the password protected Shareholders' Portal at

<http://ir.sixt-leasing.de/hv>

and must be received by the Company on this way no later than Sunday, June 27, 2021, 24:00 hrs. The option to submit questions via the Shareholders' Portal will be activated on June 17, 2021. There is no possibility to ask questions during the virtual shareholders' meeting. The personal login data for the Shareholders' Portal will be sent without request to shareholders eligible to participate or their representatives together with the voting card.

In deviation from Section 131 para. 1 AktG, the right to ask questions gives no right to request information. Instead, pursuant to Section 1 para. 2 COVID-19-Act, the Management Board decides at its due, free discretion how the received questions are answered. The Management Board may, in particular, in the interest of a reasonable timeframe of the virtual shareholders' meeting, summarize questions and their answers. The Management Board reserves the right to answer repeatedly occurring questions in general form upfront in the Shareholders' Portal.

The Company reserves the right to state the name of the shareholder asking the question and/or his proxy when answering the question, unless the naming is expressly objected to when the question is transmitted via the Shareholders' Portal.

Objections to resolutions of the shareholders' meeting

Shareholders who have exercised their voting right in the virtual shareholders' meeting or their representatives, have the opportunity to object to resolutions of the shareholders' meeting to the minutes by using the password protected Shareholders' Portal at

<http://ir.sixt-leasing.de/hv>

The declaration of the objection is possible via the password protected Shareholders' Portal from the beginning until the end of the shareholders' meeting.

Broadcasting of the shareholders' meeting on the internet

Shareholders who have fulfilled the above-mentioned requirements for attending the virtual shareholders' meeting and the exercise of voting rights or their representatives have the opportunity to follow the entire shareholders' meeting live by audio and video transmission via the password protected Shareholders' Portal at

<http://ir.sixt-leasing.de/hv>

The personal login data for the Shareholders' Portal will be sent without request to duly registered shareholders or their representatives together with their voting card.

The aforementioned transmission of the shareholders' meeting does not allow an online participation of the shareholders in the shareholders' meeting within the meaning of Section 118 para. 1 sentence 2 AktG.

Publications on the Company's website

Further explanations on the shareholders' rights pursuant to Section 122 para. 2 AktG in conjunction with Art. 56 sentences 2 and 3 of the SE Regulation and Section 50 para. 2 SEAG, Sections 126 para. 1, 127 AktG and Section 131 para. 1 AktG in conjunction with Section 1 para 2 COVID-19-Act as well as the invitation to the shareholders' meeting and the further information pursuant to Section 124a AktG will be made available on the Company's website at: <http://ir.sixt-leasing.de/hv>.

All documents that must be made available to the shareholders' meeting by law will be available there also during the virtual shareholders' meeting.

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

Further information regarding absentee voting (via electronic communication) as well as the granting of proxies and instructions to the proxy representatives appointed by the Company as well as the granting of proxies to other representatives are contained on the voting card and its respective explanations which will be sent to the shareholders who are entitled to participate or their representatives after fulfilling the requirements for attending and are also available via our password protected Shareholders' Portal at the following website of the Company:

<http://ir.sixt-leasing.de/hv>

Time details

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

* * *

The invitation to the shareholders' meeting has been passed on for publication in other media for which it can be assumed that they will disseminate the information in the entire European Union.

Pullach, June 2021

Sixt Leasing SE
The Management Board

Information for shareholders and shareholder representatives regarding data protection in connection with the (virtual) shareholders' meeting

Sixt Leasing SE processes personal data on the basis of the applicable data protection rules to enable the shareholders the exercise of their rights in connection with the shareholders' meeting as well as to comply with other legal requirements Sixt Leasing SE is subject to in connection with the shareholders' meeting. Controller within the meaning of Art. 4 no. 7 of the General Data Protection Regulation („GDPR”) is

Sixt Leasing SE
Zugspitzstraße 1
82049 Pullach
Germany

Sixt Leasing SE is represented by its Management Board.

You can reach the data protection officer of Sixt Leasing SE per post under the aforementioned address or per email as follows:

datenschutz@sixt-leasing.com

In particular, the following personal data of the shareholder are processed: first and last name, place of residence, address, email address, number of shares, absentee votes, instructions to proxy representatives, type of share ownership, number of the voting card and questions asked by the respective shareholder. With respect to shareholder representatives, first and last name and address will be processed. To the extent such personal data are not indicated by the shareholders, in particular, in connection with the registration to the shareholders' meeting, also the depositary bank transfers their personal data to Sixt Leasing SE or to external service providers engaged by Sixt Leasing SE.

The processing of personal data is necessary for compliance with the legal obligations of Sixt Leasing 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 names questioners in the context of answering questions, the legal basis for this is Art. 6 para. 1 lit. f GDPR.

The personal data will be stored as long as it is necessary to comply with the legal obligations of Sixt Leasing SE; afterwards, the personal data will be erased. Data collected in connection with shareholders' meetings are stored, as a rule, for a period of up to three years, unless a longer processing of the data is required in the individual case for the purpose of processing applications, decisions or legal proceedings in connection with the shareholders' meeting or for any other reasons.

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For the purpose of organizing and processing the shareholders' meeting, Sixt Leasing SE engages external service providers (in particular in the context of the registration to the shareholders' meeting and its conduct). These service providers only receive such personal data from Sixt Leasing SE which are required for the provision of the respective service and process such data only in accordance with the instructions by Sixt Leasing SE. Apart from that, personal data are made available to third parties, in particular, shareholders and shareholder representatives, in accordance with statutory rules in connection with the shareholders' meeting, namely via the list of participants (Section 129 AktG), in connection with the publication of shareholder requests to add items to the agenda (Section 122 para. 2 AktG) as well as of counter motions and election proposals by shareholders (Sections 126, 127 AktG) and in connection with the answering of questions of shareholders.

In relation to the processing of personal data, shareholders and shareholder representatives may, subject to the respective legal prerequisites, demand from Sixt Leasing SE access to the personal data pursuant to Art. 15 GDPR, rectification pursuant to Art. 16 GDPR, erasure pursuant to Art. 17 GDPR as well as restriction of processing pursuant to Art. 18 GDPR; additionally, subject to the respective legal prerequisites, there is a right to data portability pursuant to Art. 20 GDPR and a right to object to the processing of personal data pursuant to Art. 21 GDPR. Shareholders and shareholder representatives may exercise these rights free of charge vis-à-vis Sixt Leasing SE via the contact details mentioned in this section.

Additionally, shareholders and shareholder representatives have the right to lodge a complaint with a data protection supervisory authority pursuant to Art. 77 GDPR.

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