II. Annexes to agenda items 6 and 7

Annex to agenda item 6
Remuneration system for members of the Executive Board of TRATON SE

A. Key features of the remuneration system for members of the Executive Board of TRATON SE

The remuneration of the members of the Executive Board is designed to promote the TRATON GROUP's business strategy and its implementation. The remuneration is also designed to make a contribution to long-term and sustainable development. The aim of the Global Champion Strategy is to make the TRATON GROUP one of the world's leading enterprises in terms of profitability, global presence, and customer-driven innovation. This strategy will be furthered by basing the Executive Board members' remuneration on selected economic performance targets with ambitious objectives. The profit bonus is based on the economic performance targets of average operating return on sales (**ROS**) and average return on investment (**ROI**) as well as the achievement of sustainability targets (environment, social, and governance, **ESG Targets**). The economic performance targets promote the strategic goal of competitive profitability. The integration of the ESG Targets also reflects the importance of the environment, social, and governance factors. The selection of one target per ESG dimension (environment target, opinion index as well as compliance and integrity factor) ensures that a wide range of sustainability components that are of great strategic relevance to the TRATON GROUP are comprehensively covered.

In order to ensure that the remuneration of the Executive Board members is linked to the long-term and sustainable development of TRATON SE, long-term variable remuneration constitutes a significant portion of the total remuneration. Long-term variable remuneration (long-term incentive, **LTI**) is granted in the form of a performance share plan with a four-year performance period. The economic performance target is the development of earnings per share (**EPS**) of TRATON SE during the performance period. In addition, the disbursement amount depends on the development of the share price and the dividends of TRATON SE paid out during the performance period. Using the EPS economic performance target in conjunction with the development of the share price and the dividends paid out, measured over four years, ensures that the incentives have a long-term effect and promotes the strategic goal of competitive profitability. Since this is an important indicator for valuing shares, the interests of investors have also been taken into account.

The remuneration system for Executive Board members is clear and easy to understand. It complies with the requirements of the *Aktiengesetz* (AktG — German Stock Corporation Act) in the version of the Act Implementing the Second Shareholders' Rights Directive of December 12, 2019 (ARUG II; Federal Law Gazette Part I 2019, no. 50 of December 19, 2019) and takes into account the recommendations of the German Corporate Governance Code (the Code) in the version that came into force on March 20, 2020.

The adjusted remuneration system applies from January 1, 2022, to all Executive Board members with whom a new employment agreement is concluded or whose employment agreement is extended on or after the day of the Annual General Meeting to which this adjusted remuneration system was submitted for approval. Should employment agreements be amended in 2022 after this time, the remuneration system may be applied retroactively to the period from January 1, 2022, onward. Until the employment agreement is extended, the performance share plan may continue to be applied with a three-year performance period even in cases where the remuneration system applies retroactively.

B. Details of the remuneration system

I. Remuneration components

1. Overview of the remuneration components and their relative percentages

The Executive Board members' remuneration consists of fixed and variable components. The monthly salary payments (**Base Salary**), fringe benefits, and company pension essentially form the fixed components of the Executive Board members' remuneration. The variable components are the profit bonus with a one-year assessment period and the performance share plan with a four-year assessment period.

REMUNERATION COMPONENT	ASSESSMENT BASIS / PARAMETERS	
Fixed remuneration components		
Base Salary	at the end of each month	
Fringe benefits	In particular: – private use of the first company car, second and third company cars with fuel card, driver pool also for private use to a reasonable extent – allowance toward health and long-term care insurance and retirement provision – accident insurance – installation and private use of security measures – medical check-up for managers	
Company pension	– old-age, disability, and surviving dependents' pension – in principle upon reaching the age of 65 – defined contribution, fund-linked pension scheme – annual pension contribution of 40% of the contractually agreed Base Salary	
Variable remuneration components		
Profit bonus	Type of plan:	Target bonus
	Cap:	180% of the target amount
	Performance criteria:	– ROI (50%), – ROS (50%) – ESG Targets (multiplier 0.63-1.43)
	Assessment period:	Profit bonus year
	Payment:	In cash in the month following the approval of the consolidated financial statements for the profit bonus year
Long-term incentive (LTI)	Type of plan:	Performance share plan
	Cap:	200% of the target amount
	Performance criterion:	EPS (100 %)
	Performance period:	Four years, forward-looking
	Payment:	In cash in the month following the approval of the consolidated financial statements for the last year of the performance period
Other benefits		
Special payment		If applicable, on the basis of a separate agreement with the Executive Board member
Benefits that are temporary or that have been agreed for the entire term of the employment agreement for new Executive Board members		– If applicable, payments to compensate for forfeited variable remuneration or other financial disadvantages – If applicable, benefits in connection with relocation – If applicable, minimum remuneration guarantee

Based on the remuneration system, the Supervisory Board sets a specific target total remuneration for every Executive Board member that is commensurate with the duties and performance of said Executive Board member and the position of the Company and does not exceed the usual remuneration without special reasons. The target total remuneration is made up of the sum of the remuneration components relevant for the total remuneration. These remuneration components are the Base Salary, profit bonus, performance share plan, fringe benefits, and company pension, insofar as they are granted by TRATON SE. For the profit bonus and LTI, the target amount is based on 100% target achievement in each case. The fixed and variable remuneration components are shown below as percentages of the target total remuneration.

	FIXED REMUNERATION	VARIABLE REMUNERATION	
	(essentially: Base Salary + fringe benefits + company pension)	**Profit bonus**	**LTI**
Chairman of the Executive Board	approx. 35–45%	approx. 20–30%	approx. 30–40%
Executive Board members	approx. 35–45%	approx. 20–30%	approx. 30–40%
Executive Board members who are also members of the Executive Board of a foreign subsidiary of TRATON SE and do not receive any fringe benefits and/or company pension from TRATON SE	approx. 30–50%	approx. 25–30%	approx. 25–40%

These percentages may differ, for example due to the granting of a special payment or benefits that are temporary or that have been agreed for the entire term of the employment agreement to new Executive Board members pursuant to section 4, due to changes in the costs of the contractually promised fringe benefits and company pension, and for any new appointments.

2. Fixed remuneration components

2.1. Base Salary

The Executive Board members receive a Base Salary in twelve equal instalments paid at the end of each month.

2.2. Company pension

TRATON SE generally grants the Executive Board members an old-age, disability, and surviving dependents' pension. The agreed pension benefits are paid once the Executive Board member reaches the age of 65. These benefits may be claimed at an earlier time. The annual pension contribution amounts to 40% of the contractually agreed Base Salary.

Executive Board members who are also members of the Executive Board of a foreign subsidiary of TRATON SE do not currently receive a company pension from TRATON SE, but rather exclusively from the foreign subsidiary. However, TRATON SE reserves the right to grant a company pension to Executive Board members who are also members of the Executive Board of a foreign subsidiary of TRATON SE in the future, especially in the case of new Executive Board members.

2.3. Fringe benefits

TRATON SE generally makes a company car available to each Executive Board member, also for private use. Executive Board members may also use a driver from TRATON SE's pool of drivers for private trips to a reasonable extent. Additionally, Executive Board members may make use of a second and third company car with a fuel card against payment of a monthly lump sum. Executive Board members additionally receive typical fringe benefits such as an allowance toward health and long-term care insurance, pension provision, accident insurance, the costs of the installation and private use of security measures, and a regular medical check-up for managers.

Executive Board members who are also members of the Executive Board of a foreign subsidiary of TRATON SE do not currently receive such fringe benefits from TRATON SE, but rather from the foreign subsidiary. However, TRATON SE reserves the right to grant fringe benefits to Executive Board members who are also members of the Executive Board of a foreign subsidiary of TRATON SE in the future.

In individual cases and as contractually agreed, TRATON SE will also reimburse part of the costs of accommodation at the place of work and of weekly trips home to visit family as well as relocation costs and real estate agency and moving costs up to a limited amount in each case. Mr. Cortes will in addition receive an annual compensation payment to offset the greater tax burden in Germany.

3. Variable remuneration components

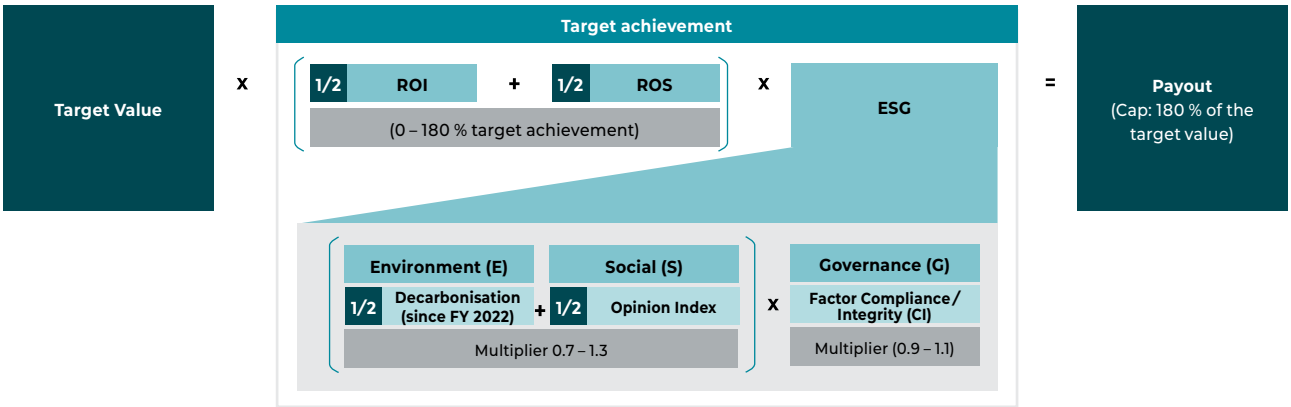
The variable remuneration components are described in detail in the sections below. These also explain the link between the fulfilment of the performance criteria and the amounts disbursed as part of variable remuneration. They also detail in what form and when Executive Board members will have the granted variable remuneration amounts at their disposal.

3.1. Profit bonus

The profit bonus is a performance-based bonus with a one-year assessment period. Target achievement is assessed based, on the one hand, on the development of the financial performance targets, namely the average operating return on sales (**ROS**) and the average return on investment (**ROI**) (together the "**Financial Subtargets**"). On the other hand, the profit bonus depends

on the development of the environment, social, and governance targets that are taken into account through a multiplying factor (**ESG Factor**). The profit bonus depends on the target achievement in the fiscal year for which the profit bonus is granted (**Profit Bonus Year**).

FUNCTIONALITY OF BONUS



3.1.1. Financial Subtargets

The Financial Subtargets ROS and ROI each carry a weighting of 50%.

- The key indicator ROS corresponds to the ratio of operating profit before tax of TRATON Operations incl. Corporate Items, excluding adjustments, to corresponding sales revenue.
- The key indicator ROI corresponds to the ratio of operating profit after tax (applicable tax rate of 30%) of TRATON Operations incl. Corporate Items, excluding adjustments, to the corresponding average assets invested.

The values taken as a basis are the values shown in the Company's consolidated financial statements in accordance with IFRSs. For the purpose of determining the ROS and ROI, extraordinary developments can be adjusted for (e.g., as a result of sales or acquisitions).

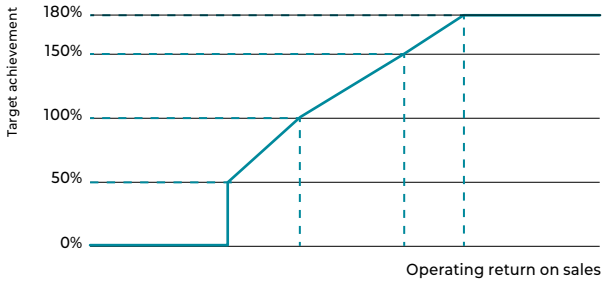
The Supervisory Board is entitled to adjust the weighting of the Financial Subtargets for future fiscal years at its reasonable discretion.

The Supervisory Board determines the following values for the Financial Subtargets for the Profit Bonus Year:

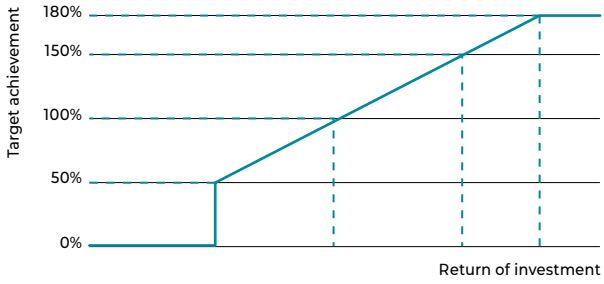
- a threshold value corresponding to a subtarget achievement level of 50%,
- a target value corresponding to a subtarget achievement level of 100%, and
- a maximum value corresponding to a subtarget achievement level of 180%.

Values below the threshold correspond to a target achievement level of 0%. Linear interpolation is used to determine values between the threshold values and the target values and between the target values and the maximum values. Target achievement levels in excess of 180% will not increase the target achievement level to more than 180%.

CALIBRATION OF OPERATING RETURN ON SALES



CALIBRATION OF RETURN ON INVESTMENT



The overall financial target achievement level is calculated by adding the weighted target achievement levels of the economic performance targets ROI and ROS together according to the following formula:

Overall financial target achievement level
= subtarget achievement level of ROS x 50% + subtarget achievement level of ROI x 50%

3.1.2. ESG Factor
The relevant subtargets for calculating the ESG Factor are the environment subtarget, the social subtarget, and the governance factor (together the "**ESG Subtargets**"). The environment subtarget takes into account the criterion of decarbonization/CO_2 reduction. The ratio of the number of battery electric vehicles and fuel cell electric vehicles sold to the total number of vehicles sold, with the exception of the MAN TGE model, is used for this purpose. For the 2022 Profit Bonus Year, the vehicle sales of Navistar International Corporation will be disregarded as a transitional arrangement. The social subtarget takes into account the criterion of the opinion index, and the governance factor takes into account the criteria of compliance & integrity (together the "**ESG Criteria**"). The Supervisory Board is entitled, at its reasonable discretion, to replace individual ESG Subtargets or the determined ESG Criteria for future fiscal years if, in its view, other ESG Subtargets or ESG Criteria than those regulated in this section appear to be more suitable for reflecting developments in environment, social, and governance issues and incentivizing the members of the Executive Board accordingly.

The Supervisory Board determines the following for the environment and social subtargets for each fiscal year:

- a minimum value corresponding to a subtarget achievement level of 0.7,
- a target value corresponding to a subtarget achievement level of 1.0, and
- a maximum value corresponding to a subtarget achievement level of 1.3.

Linear interpolation is used to determine values between the minimum values and the target values and between the target values and the maximum values. The environment and social subtargets are each weighted at 50%. The Supervisory Board is entitled, at its reasonable discretion, to weight the ESG Subtargets and the ESG Criteria within an ESG Subtarget differently for future fiscal years.

After the end of each fiscal year, the Supervisory Board determines a governance factor of between 0.9 and 1.1. To do so, the Supervisory Board evaluates the collective performance of the entire Executive Board and the individual performance of the respective Executive Board members with regard to integrity and compliance during the fiscal year.

The ESG Factor is calculated by multiplying the sum of the weighted target achievement of the environment subtarget and the social subtarget by the governance factor according to the following formula:

ESG Factor
= [achievement level of environment subtarget x 50% + achievement level of social subtarget x 50%] x governance factor (0.9-1.1)

3.1.3. Calculation of the disbursement amount
The target achievement level is determined after the end of the fiscal year using the following formula:

Profit bonus
= individual target amount x overall financial target achievement level x ESG Factor.

The Supervisory Board then checks whether the disbursement amount is to be reduced on account of conduct meeting penalty criteria (see section 3.3). The disbursement amount calculated in this way is generally due for payment in the month after the Company's consolidated financial statements are approved for the Profit Bonus Year. The amount disbursed in respect of the profit bonus is capped at 180% of the target amount.

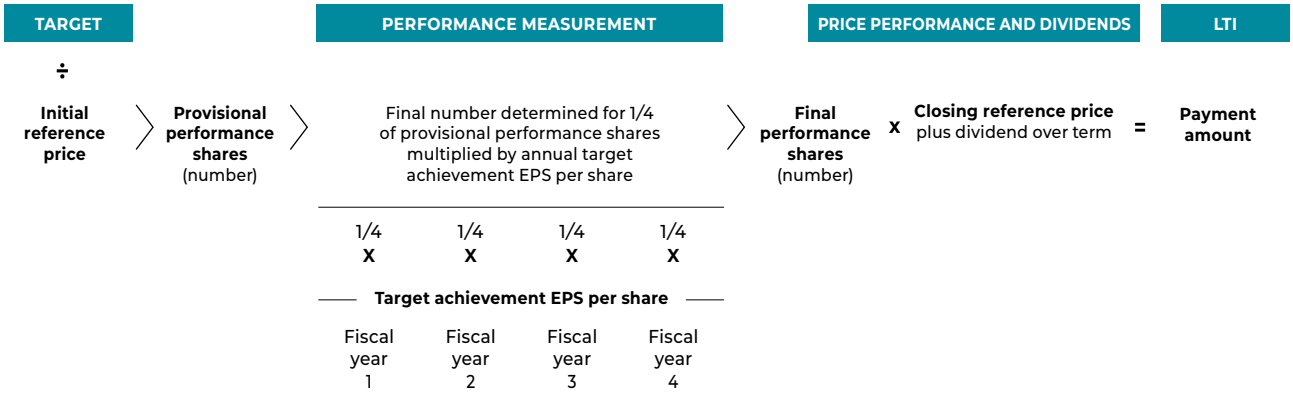
3.1.4. Executive Board members who join/leave the Company during a fiscal year; extraordinary events or developments
Should the employment relationship or the bonus entitlement start or end during a Profit Bonus Year, the target amount will be reduced pro rata temporis. The same applies to periods during which the bonus recipient has no claim to remuneration in the Profit Bonus Year even though the employment relationship still continues (e.g., if the employment relationship is suspended or if the bonus recipient is unable to work but has no claim to continued payment of his/her remuneration).

Should any extraordinary events or developments occur, TRATON SE will be entitled to adjust the terms of the profit bonus properly and at its reasonable discretion. Extraordinary events or developments can be, for example, an acquisition or sale of a company or parts thereof by a company of the TRATON GROUP, material changes in the shareholder structure of TRATON SE, or high inflation.

3.2. Long-term incentive (LTI)

The LTI is granted in the form of a performance share plan with a four-year performance period. The relevant economic performance target is the EPS of TRATON SE as shown in the annual report as the audited, fully diluted earnings per TRATON share from continuing and discontinued operations.

CALCULATION OF THE PAYMENT AMOUNT FROM THE PERFORMANCE SHARE PLAN



At the beginning of each fiscal year, the Executive Board members are allocated a tranche of performance shares of TRATON SE for that fiscal year; the performance shares function purely as an operand. The tranche starts on January 1 of the first fiscal year of the performance period (**Grant Year**) and ends on December 31 of the third fiscal year following the Grant Year. The number of performance shares to be allocated on a conditional basis is calculated based on the relevant target amount agreed at the time of the allocation divided by the arithmetic mean of the closing prices of the TRATON SE shares (German securities identification number: TRAT0N) in the XETRA trading system of Deutsche Börse AG (or the trading system that replaces it) on the last 30 trading days prior to January 1 of the respective performance period.

The annual EPS target achievement depends on the audited, fully diluted earnings per TRATON share from the Company's continuing and discontinued operations (TRATON earnings per share, **TRATON EPS**). The average EPS target achievement over the performance period is based on the arithmetic mean of the annual EPS target achievement during the performance period. For the purpose of calculating the EPS target achievement level, the Supervisory Board determines the following at the beginning of the performance period:

- an EPS minimum value corresponding to a target achievement level of 50%,
- an EPS target value corresponding to a target achievement level of 100%, and
- an EPS maximum value corresponding to a target achievement level of 150%.

Values below the EPS minimum value correspond to a target achievement level of 0%. Linear interpolation will be used to determine values between the EPS minimum value and the EPS target value and between the EPS target value and the EPS maximum value. Target achievement levels in excess of 150% will not increase the target achievement level to more than 150%.

The final number of performance shares is calculated at the end of the performance period by multiplying the performance shares conditionally allocated at the beginning of the performance period by the arithmetic mean of the annual EPS target achievement over the performance period. The disbursement amount is calculated first by multiplying the final number of performance shares by the total of

- the arithmetic mean of the closing prices on the last 30 trading days prior to the end of the performance period and
- the dividends paid out per share during the performance period; dividends will not accrue interest or be reinvested.

The Supervisory Board then checks whether the calculated amount is to be reduced on account of conduct meeting penalty criteria (see section 3.3). The disbursement amount calculated in this way is generally due for payment in the month after the Company's consolidated financial statements are approved for the last year of the performance period. The disbursement amount is capped at 200% of the target amount.

Should the employment relationship or the entitlement to participate in the performance share plan start or end during the Grant Year, the target amount — and thus the number of performance shares allocated — will be reduced pro rata temporis. The same applies to periods during which the participant has no claim to remuneration in the Grant Year even though the

employment relationship still continues (e.g., if the employment relationship is suspended or if the participant is unable to work but has no claim to continued payment of his/her remuneration). Should the employment relationship end due to the permanent disability or death of the participant, all of the allocated performance shares for which the performance period has not yet ended will be paid out without undue delay.

All of the performance shares of an ongoing performance period will be forfeited and not replaced or compensated in the following cases ("bad leaver cases"):

- If the Executive Board member's employment relationship ends prior to the end of the performance period on the grounds of dismissal by the Company for cause pursuant to section 626 of the *Bürgerliches Gesetzbuch* (BGB — German Civil Code) as a result of fault on his/her part or on account of the revocation of his/her appointment as a member of the Executive Board as a result of a serious breach of duty.
- If the Executive Board member's employment relationship ends prior to the end of the performance period as a result of his/her resignation or a voluntary termination of the employment relationship by the Executive Board member or due to an *Aufhebungsvertrag* (agreement to annul the employment contract) at his/her request, without the resignation, voluntary termination, or *Aufhebungsvertrag* being the result of a breach of duty by the Company or of health-related impairments of the Executive Board member or a close family member.
- If, prior to the end of the performance period, the Executive Board member violates the non-compete covenant that is in force during the employment relationship or — where this has been agreed upon — a post-contractual non-compete covenant.

Should any extraordinary events or developments occur, TRATON SE will be entitled to adjust the terms of the performance share plan properly and at its reasonable discretion. Extraordinary events or developments can be, for example, an acquisition or sale of a company or parts thereof by a company of the TRATON GROUP, material changes in the shareholder structure of TRATON SE, or high inflation.

3.3. Penalty and clawback provision for the variable remuneration
In the event of relevant misconduct (**Conduct Meeting Penalty Criteria**) by the Executive Board member during the assessment period relevant for the variable remuneration — during the Profit Bonus Year in the case of the profit bonus and during the four-year performance period in the case of the performance share plan — the Supervisory Board may, at its reasonable discretion, reduce the disbursement amount by up to 100% (**Penalty**). Conduct Meeting Penalty Criteria may consist of individual misconduct or organizational misconduct. Should Conduct Meeting Penalty Criteria occur in a year that falls within the assessment period for several variable remuneration components, the Penalty may be set for each of these variable remuneration components, i.e., several variable remuneration components with assessment periods extending over more than one year may be subject to a Penalty based on the same Conduct Meeting Penalty Criteria.

In the event that Conduct Meeting Penalty Criteria becomes known or is discovered at a later date, and this Conduct would have justified a 100% Penalty had it been known initially, the Company is entitled, at its reasonable discretion, to claw back the gross disbursement amount in full. For the performance share plan and the profit bonus, this applies to each assessment period in which the year of the Conduct Meeting Penalty Criteria falls. Clawback is excluded if more than three years have passed since payment of the variable remuneration component was made.

4. Other benefits

The Supervisory Board is entitled to additionally grant members of the Executive Board an appropriate special payment. To this end, the Supervisory Board will conclude an individual agreement with the Executive Board member for the upcoming fiscal year, in which the Supervisory Board lays down the performance criteria for the special payment. A prerequisite for said special payment is outstanding and exceptional performance on the part of the Executive Board member, so that the special payment is, in the opinion of the Supervisory Board, in the interest of the Company and will benefit the Company in the future. After the end of the fiscal year in which the assessment period for the special payment ends, the Supervisory Board determines the amount of the special bonus to be granted depending on the target achievement level. The total remuneration of the individual Executive Board members together with the special payment must be in due proportion to the Company's position.

The Supervisory Board is also entitled to grant new members of the Executive Board benefits that are temporary or that have been agreed for the entire term of the employment agreement. These benefits may, for example, be payments to compensate for forfeited variable remuneration from a former employer or other financial disadvantages as well as benefits in connection with relocation or a minimum remuneration guarantee.

The Supervisory Board may agree a post-contractual non-compete covenant with Executive Board members in individual cases. TRATON SE will then undertake to pay the Executive Board member concerned non-compete compensation to an extent customary within the market in return for compliance with this covenant.

The Supervisory Board may agree that Executive Board members whose appointment as an Executive Board member is temporarily revoked with assurance of reappointment pursuant to section 84 (3) of the *Aktiengesetz* (AktG — German Stock Corporation Act) continue to receive individual remuneration components during the break in their term of office.

II. Maximum remuneration

The total remuneration for a fiscal year is capped (**Maximum Remuneration**). The total remuneration in this sense includes the Base Salary disbursed for the respective fiscal year, the service cost of the company pension for the respective fiscal year, the fringe benefits granted for the respective fiscal year, the profit bonus granted for the respective fiscal year and disbursed in the following year, the amount disbursed in the respective fiscal year under a performance share plan whose performance period ended immediately prior to the respective fiscal year, and any special payment granted for the respective fiscal year.

Should the Supervisory Board grant new members of the Executive Board benefits that are temporary or that have been agreed for the entire term of their employment agreement pursuant to section 4, these benefits will also be taken into account as part of the Maximum Remuneration for the fiscal year for which they are granted.

The Maximum Remuneration for the Chairman of the Executive Board is €5,500,000 gross. The Maximum Remuneration for ordinary members of the Executive Board is generally €3,700,000 gross. Notwithstanding the above, the Maximum Remuneration of Mr. Cortes is €1,750,000 gross. The Maximum Remuneration of the member of the Executive Board who is also the Chief Executive Officer of Scania AB and/or Scania CV AB and of the member of the Executive Board who is also the CEO of Navistar International Corporation is €4,000,000 gross.

In the case of Executive Board members who are also members of the Executive Board of a foreign subsidiary of TRATON SE, the Maximum Remuneration refers to the total remuneration from both TRATON SE and the respective subsidiary.

Should the remuneration exceed the Maximum Remuneration, variable remuneration components will be reduced proportionally.

Irrespective of the Maximum Remuneration set, the amounts disbursed for the profit bonus and LTI are also capped at 180% and 200% of the relevant target amount, respectively.

III. Remuneration-related legal transactions

1. Term of remuneration-related legal transactions

1.1. Term of employment agreements

Executive Board members who are appointed for the first time are generally appointed for a period of three years. The term of office for members who are reappointed is generally five years.

1.2. Tie-in clause

If the appointment as a member of the Executive Board is revoked pursuant to section 84 (4) of the AktG, the employment agreement will generally also come to an end. If the appointment is revoked on grounds that do not at the same time constitute cause within the meaning of section 626 (1) of the *Bürgerliches Gesetzbuch* (BGB — German Civil Code), the employment agreement will generally only end upon expiry of a notice period of 12 months to the end of the month in which the revocation was declared or upon expiry of the term of the employment agreement, if this is earlier. The same will apply if the Executive Board member validly resigns from office and, as a general rule, in the event of termination by mutual agreement.

2. Compensation for loss of office

If the appointment is revoked or terminated by mutual consent without there being cause to do so within the meaning of section 626 (1) of the BGB, Executive Board members will be entitled to a severance payment equal to the gross remuneration for the remaining term of the employment contract, however no more than two gross annual incomes (severance cap).

The annual income relevant for calculating the severance amount is made up of the Base Salary for the previous year plus the variable remuneration components determined for the previous year. The previous year is the fiscal year preceding the year

in which the appointment as an Executive Board member ends. Should the Company's Supervisory Board conclude, at its due discretion, that it is unreasonable to take the previous year into account, the prospective remuneration for the current fiscal year will be used as a basis instead. The severance payment will be reduced by the amount of contractual remuneration that the Company pays for the period from the termination of the appointment up to the end of the employment agreement. It will be further reduced by any other income earned by the Executive Board member.

The severance payment will be made in twelve equal monthly gross instalments from the end of the employment agreement onward. If the original remaining term of the employment agreement starting from the end of the appointment was less than 24 months, the number of instalments will be reduced accordingly. Any compensation for observing the post-contractual non-compete covenant that may be paid by the Company after the end of the employment agreement will be offset against the monthly instalments. If the Executive Board member continues to be employed at the Company or another company of the Volkswagen Group within the scope of any kind of employment relationship, he/she will not have any claim to a severance payment.

IV. Taking account of employees' remuneration and employment conditions when determining the remuneration system

The Supervisory Board also takes the employment conditions of the employees into account when determining the remuneration system as well as the specific amount of the remuneration. To this end, the Supervisory Board has defined what constitutes the upper management (TRATON SE and MAN Truck & Bus, in each case employees in Germany) and has separated this from the Executive Board, on the one hand, and the workforce as a whole (TRATON SE and MAN Truck & Bus, in each case employees in Germany), on the other. In particular, the Supervisory Board assesses, as part of its regular review of the appropriateness of the Executive Board remuneration, whether any changes in the relationship between the remuneration of the Executive Board, of the upper management, and of the workforce as a whole mean that the Executive Board's remuneration must be adapted. In doing so, the Supervisory Board also takes into account how the remuneration of the groups described has changed over time.

V. Procedures for determining, implementing, and reviewing the remuneration system

The Supervisory Board will resolve a clear remuneration system for the Executive Board members that is easy to understand. The Presiding Committee is responsible for preparing the resolution of the Supervisory Board on the remuneration system and for the regular review of the remuneration system. To this end, the Presiding Committee will prepare a report and a proposed resolution. The Supervisory Board will review the remuneration system at its due discretion, but at least every four years. In this regard, the Supervisory Board will carry out a market comparison and, in particular, take into account changes to the business environment, the overall economic situation, and the Company's strategy, changes to and trends in national and international corporate governance standards as well as changes to the employees' remuneration and employment conditions pursuant to section IV. If necessary, the Supervisory Board will bring in external remuneration experts and other consultants. The Supervisory Board will ensure that these external remuneration experts and consultants are independent of the Executive Board and of the Company and will take precautions to avoid conflicts of interest.

The Supervisory Board will submit the remuneration system resolved by it to the Annual General Meeting for approval in the case of any material amendment, however at least every four years. Should the Annual General Meeting not approve the system submitted to it, the Supervisory Board will submit a revised remuneration system to the Annual General Meeting for approval at the next Annual General Meeting at the latest.

The Supervisory Board and the Presiding Committee will take appropriate measures to ensure that potential conflicts of interest of the Supervisory Board members involved in the discussions and decisions on the remuneration system are avoided and, if necessary, resolved. Every Supervisory Board member is obliged to disclose conflicts of interest to the Chairman of the Supervisory Board. The Chairman of the Supervisory Board will disclose any conflicts of interest concerning him to his deputy. Decisions will be made on how to deal with an existing conflict of interest on a case-by-case basis. It could, in particular, be decided that the Supervisory Board member who has a conflict of interest is not to participate in a meeting or take part in individual discussions and decisions of the Supervisory Board or the Executive Personnel Committee.

The Supervisory Board may temporarily deviate from the remuneration system (procedures and regulations on the remuneration structure) and its individual components as well as from the conditions of individual remuneration components or introduce new remuneration components if this is necessary in the interest of the long-term prosperity of TRATON SE. In particular, the Supervisory Board reserves the right to make such deviations in exceptional circumstances, such as an economic or corporate crisis. In the event of an economic crisis, in particular, the Supervisory Board may deviate from the plan conditions of the profit bonus and/or the performance share plan.