

## **Remuneration system for the members of the board of management of Porsche Automobil Holding SE**

### **To be presented at the 2025 annual general meeting**

#### **1. Guiding principles of the remuneration system**

The strategic goal of Porsche Automobil Holding SE (**Porsche SE**) as a holding company is to create value for its shareholders by investing in and developing investments. The remuneration system for the members of the board of management is to also further this strategic goal through targeted individual incentives for the board of management members and by aligning the interests of both the board of management and shareholders. Furthermore, the remuneration system is to create incentives for implementing the corporate strategy in a sustainable way and thus contribute to positive corporate development. When setting the targets for the board of management members, not only financial performance indicators but also non-financial performance indicators are to be taken into account that are equally essential for Porsche SE's long-term and sustainable success. Among the non-financial performance indicators, special consideration is given to environmental, social and governance ("ESG") aspects that promote Porsche SE's corporate strategy. By setting individual targets, each board of management member's contribution to placing Porsche SE in a competitive position in line with capital market demands is to be defined and documented. Among other things, this is to ensure that the board of management members are remunerated appropriately according to their performance and their respective areas of responsibility.

Accordingly, the remuneration system is to apply the following principles:

- Promoting Porsche SE as a profitable and competitive holding company
- Horizontal compatibility: appropriateness and market conformity of the remuneration of the board of management members in relation to comparable corporate groups and holding companies
- Vertical compatibility: taking into consideration the board of management members' remuneration in proportion to the remuneration of the first management level and to the relevant total workforce (for more details, see no. 2.3 below).

In the determination of the remuneration system, some of the terms and conditions of the remuneration and employment of Porsche SE staff were taken into account. For example, the employer-financed, contribution-based benefit commitment for new board of management members (see "Pension benefits" under no. 4.1 below) was developed on the basis of certain elements (guaranteed interest, pensionable events, surviving dependents pension) of the currently applicable option of deferred compensation for qualifying executive staff members. In addition, partial congruence of individual employment terms between board of management members and the first management level (meaning staff at the first management level below Porsche SE's board of management) is to also be established, for example, regarding the number of vacation days per year, the material terms of the applicable company car policy and the granting of certain benefits (in a limited scope) as they are granted from time to time to the first management level as fringe benefits. Moreover, the remuneration system provides that the amount of remuneration is set based on a vertical comparison with the remuneration

paid to the first management level and to the relevant total workforce (for more details, see no. 2.3 below). Apart from that, in the determination of the remuneration system, the terms and conditions of the remuneration and employment of Porsche SE employees are not considered.

## **2. Procedure for the determination, implementation and review of the board of management members' remuneration**

### **2.1 Determination and implementation of the system**

The remuneration system for the board of management is established by the supervisory board in accordance with Secs. 87a (1), 107 (3) sentence 7 **AktG** ["Aktiengesetz": German Stock Corporation Act]. The supervisory board is assisted in this by the executive committee, which prepares proposals and recommendations with respect to both the structure and the further development of the remuneration system. External consultants may be consulted as needed. If the supervisory board retains remuneration consultants, it must make sure in particular that the consultants are independent.

With a view to avoiding potential conflicts of interest, the requirements of the AktG and of the German Corporate Governance Codex in the version dated 27 June 2022 ("**GCGC 2022**") apply to the determination, implementation and review of the remuneration system. The members of the supervisory board and of all committees are required to notify the supervisory board of any conflicts of interest. In such cases, the individuals concerned must not be involved in decisions on the matters subject to conflicts of interest.

On 20 March 2025, the supervisory board of Porsche SE decided to adjust the remuneration system with effect from 1 January 2025. The adjusted remuneration system adopted by the supervisory board will be submitted to the 2025 annual general meeting for approval. The adjustments relate in particular to the financial criterion of the modifier in the variable remuneration and the additional performance criterion of the long-term bonus (LTI). In addition, the shares of fixed and variable remuneration in the total target remuneration are adjusted slightly and an additional performance criterion introduced for the special bonus in line with the LTI instead of a payout hurdle.

The adjusted remuneration system for members of the board of management of Porsche SE will apply retroactively from 1 January 2025 after submission to the 2025 annual general meeting. The contracts concluded with board of management members as of the date the resolution on this remuneration system is passed continue to apply without any change until their renewal, if any. The target agreements already concluded between the supervisory board and the members of the board of management for the fiscal year 2025 are to be adjusted in line with the further developed remuneration system for members of the board of management of Porsche SE.

### **2.2 Regular review of the remuneration system**

The remuneration system is reviewed on a regular basis by the supervisory board - based on the preparatory work and recommendations of the executive committee - with regard to necessary adjustments and its further development and, in the event of material changes, but no later than every four years, is again submitted to the annual general meeting for approval. If the annual general meeting refuses such approval, a revised remuneration system will be submitted for approval to the next annual general meeting at the latest.

The adjusted remuneration system is clear and comprehensible. It complies with the requirements of the AktG in the version of the ARUG II dated 12 December 2019 (Federal Law Gazette [BGBl.] section 1 2019, no. 50 dated 19 December 2019) and takes into account the recommendations of the GCGC 2022.

### 2.3 Determining remuneration amounts

On the basis of and in line with the remuneration system, the supervisory board sets the amount of the specific target total remuneration for the individual board of management members and the assessment bases, i.e., performance criteria for the variable remuneration components. In doing so, the supervisory board seeks to ensure that the remuneration of the members of the board of management is appropriate.

The appropriateness of the remuneration is assessed in particular in light of the tasks and performance of the individual board of management member and the situation of the company. Additionally, the supervisory board makes sure that the remuneration is aligned with the company's long-term sustainable development and that customary remuneration is not exceeded unless there are special reasons. When determining what is customary, both the horizontal compatibility with peer group companies and the vertical compatibility with remuneration structures within Porsche SE are taken into account.

The **peer group** used to assess the market conformity of the remuneration is identified with reference to the following criteria: market capitalization, total assets, location of the registered office and comparability of the industry sector. For this purpose, on the one hand, DAX-listed peer group companies are used with respect to market capitalization (DAX peer group) and, on the other, selected investment holding companies are used with respect to the industry sector of investment management (holding peer group). As regards the aforesaid criteria, the DAX 40 is regularly used for the purpose of the DAX peer group and selected investment holding companies based in Western Europe are used for the purpose of the holding peer group.

For the **vertical comparison**, the relation of the board of management remuneration to (i) the remuneration of the first management level and (ii) also to the remuneration of the relevant total workforce is taken into account, in each case also considering the development of the remuneration over time. The relevant total workforce used for the purpose of the vertical comparison is the total workforce of Porsche SE below the board of management, i.e., including the first management level (but not including the employees of group companies) ("*relevant total workforce*").

The remuneration system allows the supervisory board to design the target total remuneration according to the function of each board of management member and thus to consider the different requirements of each board of management function when setting both the absolute amount and the structure of the remuneration accordingly. Under the remuneration system, the supervisory board is required to make a function-specific differentiation using its due discretion in applying the criteria of market conditions, experience of the board of management member, that member's departmental responsibility and the time commitment for board of management activities.

### 3. Components, structure and capping of the total remuneration of the board of management

#### 3.1 Components of the total remuneration

For the members of the board of management, the remuneration structure consists of fixed (i.e., non-performance-based) components - hereinafter also referred to as **fixed remuneration** - and variable (i.e., performance-based) components - hereinafter also referred to as **variable remuneration**, which, when added together in each case, comprise the total remuneration of a board of management member.

The relative proportion of the fixed and variable remuneration components in the target total remuneration (i.e., if target achievement is 100%) may vary for each member of the board of management based on, inter alia, the departmental responsibility, the tasks and responsibilities of the board of management member and the time commitment, taking into account any sideline activities of the board of management members.

The fixed remuneration consists of the fixed salary, benefits in kind and other earnings (**fringe benefits**) as well as pension benefits. Basically, the variable remuneration consists of a bonus composed of a short-term bonus ("**STI**") and a long-term bonus with a multi-year assessment basis ("**LTI**"). For certain years, an additional bonus may also be granted that is also composed of a short-term and long-term component.

#### 3.2 Overview of the remuneration

| Overview of the remuneration system |  |  |
|-------------------------------------|--|--|
| Remuneration component              | Objective  | Contractual implementation   |
| Non-performance-based components    | <b>Fixed salary</b> <ul style="list-style-type: none"> <li>▶ Guaranteeing appropriate income</li> <li>▶ Taking into account the departmental responsibility/ tasks of the board of management member</li> <li>▶ Taking into account the services rendered</li> </ul> | <ul style="list-style-type: none"> <li>▶ Contractually agreed fixed remuneration, paid out in twelve equal monthly installments</li> </ul>   |
|                                     | <b>Fringe benefits</b> <ul style="list-style-type: none"> <li>▶ Assumption of costs/ compensation of disadvantages</li> </ul>  | <ul style="list-style-type: none"> <li>▶ Benefits in kind and other earnings, comprising, basically, the following: private use of a company car; possibility to use other company vehicles privately for a discounted usage charge according to the terms applicable to the first management level; insurance allowances (occupational accident insurance, health and long-term care insurance); continued payment of remuneration in the event of illness and death grants; D&amp;O insurance; by separate decision of the supervisory board also assumption of travel expenses (incl. charter flight costs) to and from Porsche SE's registered office and accommodation and subsistence costs at Porsche SE's registered office; certain benefits in a limited scope, as they are also granted to the first</li> </ul> |

## Overview of the remuneration system

### Remuneration

| Remuneration component              | Objective   | Contractual implementation   |      |                        |                   |               |                              |   |
|-------------------------------------|---|--|------|------------------------|-------------------|---------------|------------------------------|---|
|                                     |   | <p>management level from time to time. The specific fringe benefits and their specific amounts may vary between the board of management members (in particular depending on the sideline activities (if any) and departmental responsibility).</p>   |      |                        |                   |               |                              |   |
|                                     | <p><b>Pension benefits</b> ▶ Building a pension</p>   | <p>▶ Different design of the pension commitment depending on the point in time when membership on the board of management begins:</p> <ul style="list-style-type: none"> <li>○ In some cases, no company pension benefits (betriebliche Altersversorgung) are granted (this applies, for example, to the current chairman of the board of management and will continue to apply in the event of a renewal)</li> <li>○ Based on grandfathering rights (Bestandsschutzgründe), one board of management member receives (and in the event of a renewal, will continue to receive) a salary-based retirement pension commitment with a pension entitlement in the amount of 25% of a certain share of the annual fixed salary with the percentage figure rising annually by 1% up to a maximum of 40%</li> <li>○ The other and any future board of management members receive a direct commitment (Direktzusage) in the form of an employer-financed, contribution-based benefit commitment with a specific annual pension contribution and guaranteed interest</li> </ul> |      |                        |                   |               |                              |   |
| <b>Performance-based components</b> | <p><b>STI</b> ▶ Focus on annual target achievement</p>  | <table border="1"> <tr> <td data-bbox="927 1451 1161 1518">Type</td> <td data-bbox="1166 1451 1473 1518">▶ Bonus (cash payment)</td> </tr> <tr> <td data-bbox="927 1518 1161 1585">Assessment period</td> <td data-bbox="1166 1518 1473 1585">▶ Fiscal year</td> </tr> <tr> <td data-bbox="927 1585 1161 2038">Target achievement/bonus cap</td> <td data-bbox="1166 1585 1473 2038"> <ul style="list-style-type: none"> <li>▶ Target achievement possible between 0% and 150%</li> <li>▶ Variable remuneration payable only upon 50% total target achievement (or higher)</li> <li>▶ Payment of no more than 150% of the target value (bonus cap) before adjustments, if any, due to extraordinary developments, see: "special adjustment factor"</li> </ul> </td> </tr> </table>   | Type | ▶ Bonus (cash payment) | Assessment period | ▶ Fiscal year | Target achievement/bonus cap | <ul style="list-style-type: none"> <li>▶ Target achievement possible between 0% and 150%</li> <li>▶ Variable remuneration payable only upon 50% total target achievement (or higher)</li> <li>▶ Payment of no more than 150% of the target value (bonus cap) before adjustments, if any, due to extraordinary developments, see: "special adjustment factor"</li> </ul> |
| Type                                | ▶ Bonus (cash payment)  |  |      |                        |                   |               |                              |   |
| Assessment period                   | ▶ Fiscal year   |  |      |                        |                   |               |                              |   |
| Target achievement/bonus cap        | <ul style="list-style-type: none"> <li>▶ Target achievement possible between 0% and 150%</li> <li>▶ Variable remuneration payable only upon 50% total target achievement (or higher)</li> <li>▶ Payment of no more than 150% of the target value (bonus cap) before adjustments, if any, due to extraordinary developments, see: "special adjustment factor"</li> </ul> |  |      |                        |                   |               |                              |   |

## Overview of the remuneration system

### Remuneration component

### Objective

### Contractual implementation

|                          |  |                      |  |
|--------------------------|--|----------------------|--|
| <b>Performance-based</b> |  |                      | in the event of extraordinary developments" below  |
|                          |  | Performance criteria | <p>▶ Individual performance targets of Porsche SE set annually, including at least one individual performance target from the areas of environment, social or governance (ESG)</p> <p>In addition, the following aspects are taken into account by setting a modifier:</p> <ul style="list-style-type: none"> <li>▶ Financial key corporate figures determined by the supervisory board and, if applicable, additional financial key corporate figures determined (e.g., the adjusted group result after tax compared to the forecast adjusted group result after tax). The supervisory board may, at its due discretion, adjust the key corporate figures determined in each case for individual items that have a significant – positive or negative – impact on the key corporate figures used.</li> <li>▶ General performance of the board of management member; unless accounted for in the individual annual performance targets for a particular year, a performance assessment is carried out that also includes performance in the areas of environment, social and governance</li> </ul> |
|                          |  | Payout               | ▶ Three months after the end of the bonus--relevant fiscal year, but not before expiry of the third day  |

## Overview of the remuneration system

| Remuneration component | Objective   | Contractual implementation   |
|------------------------|---|--|
|                        |   | following the day of the supervisory board meeting in which the consolidated financial statements of Porsche SE are approved   |
| LTI                    | <ul style="list-style-type: none"> <li>▶ Ensuring the sustainable financial success of the company</li> </ul> | <p>Type ▶ Bonus (cash payment)</p> <hr/> <p>Assessment period ▶ Three years</p> <hr/> <p>Target achievement/bonus cap</p> <p>By analogy to STI:</p> <ul style="list-style-type: none"> <li>▶ Target achievement possible between 0% and 150%</li> <li>▶ Variable remuneration payable only upon 50% total target achievement (or higher)</li> <li>▶ Payment of no more than 150% of the target value (bonus cap) before adjustments, if any, due to extraordinary developments, see: "special adjustment factor in the event of extraordinary developments" below</li> </ul> <hr/> <p>Performance criteria</p> <ul style="list-style-type: none"> <li>▶ Same as STI</li> <li>▶ Additional performance criterion: one or more key figures or targets defined by the supervisory board, with the amount of payment depending on development during the two-year deferral period or fulfillment at the end of the second fiscal year following the bonus-relevant fiscal year (cumulatively or alternatively). The supervisory board may, at its due discretion, adjust the defined key figures or targets for individual items that have a significant - positive or negative -</li> </ul> |

## Overview of the remuneration system

| Remuneration component       | Objective   | Contractual implementation  |   |
|------------------------------|---|---|---|
| Performance-based components |   |   | <p>impact on the key figures or targets applied.</p> <ul style="list-style-type: none"> <li>▶ Malus assessment (see below) during the entire three-year assessment period</li> </ul>  |
|                              |   | Payout  | <ul style="list-style-type: none"> <li>▶ Two years after the STI falls due for each bonus-relevant fiscal year, but not before expiry of the third day following the day of the supervisory board meeting in which the consolidated financial statements of Porsche SE are approved</li> </ul>  |
|                              | <b>Where applicable, special adjustment factor for the bonus (STI and LTI) in the event of extraordinary developments</b> | Enabling extraordinary developments not sufficiently reflected in the performance criteria to be taken into account by reducing or increasing the determined bonus (STI and LTI component) by up to 20% at the supervisory board's discretion | Special adjustment factor between 0.8 and 1.2 <ul style="list-style-type: none"> <li>▶ Possible adjustment of the bonus (excluding the special bonus) in the event of extraordinary developments that are not sufficiently reflected in the performance criteria for the bonus by determining a special adjustment factor between 0.8 and 1.2 at the supervisory board's reasonable discretion</li> </ul> |
|                              | <b>Special bonus</b>  | <ul style="list-style-type: none"> <li>▶ Incentivizing and rewarding special extra accomplishments in the event of extraordinary circumstances/special projects</li> </ul>  | Type  |
|                              |   | Assessment period   | By analogy to STI/LTI: <ul style="list-style-type: none"> <li>▶ 40% of the target value: fiscal year</li> <li>▶ 60% of the target value: three years</li> </ul>   |
|                              |   | Target achievement  | <ul style="list-style-type: none"> <li>▶ Target achievement possible between 0% and 150%</li> </ul>   |
|                              |   | Performance criteria  | <ul style="list-style-type: none"> <li>▶ Specific targets based on the special situation/project, which</li> </ul>  |



## Overview of the remuneration system

| Remuneration component | Objective | Contractual implementation  |
|------------------------|-----------|---|
|                        |           | <p>are set out in a separate target agreement</p> <ul style="list-style-type: none"> <li>▶ Additional performance criterion comprising one or more key figures or targets for the long-term special bonus share in line with the LTI, which is likewise defined in a separate target agreement</li> </ul>   |
|                        |           | <p>Payout</p> <ul style="list-style-type: none"> <li>▶ 40% to be paid out as the short-term component of the special bonus by analogy to STI: three months after the end of the fiscal year relevant to the special bonus but not before expiry of the third day following the day of the supervisory board meeting in which the consolidated financial statements of Porsche SE are approved</li> <li>▶ 60% to be paid out as the long-term component of the special bonus by analogy to LTI: two years after the short-term component of the special bonus falls due for payment but not before expiry of the third day following the day of the supervisory board meeting in which the consolidated financial statements of Porsche SE are approved</li> </ul> |

## Overview of the remuneration system

### Remuneration

| Remuneration component               | Objective                   | Contractual implementation  |
|--------------------------------------|-----------------------------|---|
| <b>Other remuneration provisions</b> | <b>Malus and clawback</b>   | <ul style="list-style-type: none"> <li>▶ Compliance</li> <li>▶ Reduction (malus) or clawback of variable remuneration components in whole or in part at the supervisory board's reasonable discretion in the event of any willful or grossly negligent breach of any duty or any violation of material principles of conduct under internal guidelines during the assessment period (i.e., for LTI and special bonus, this includes the two-year deferral period in each case)</li> <li>▶ If the service contract effectively ends by the company issuing a notice of termination with immediate effect (außerordentliche Kündigung) for a cause (wichtiger Grund) for which the board of management member is responsible, the variable remuneration components that have not yet been paid out are forfeited for those fiscal years during which the breach of duty relevant to the termination has occurred</li> <li>▶ If variable remuneration components are determined or paid out based on incorrect data, for example, incorrect consolidated financial statements, the supervisory board may correct the determination or clawback remuneration components already paid out based on the correction</li> </ul> |
|                                      | <b>Maximum remuneration</b> | <ul style="list-style-type: none"> <li>▶ Determination of a maximum amount for the total remuneration of the board of management for a given year, even if the awarded remuneration component is not paid out until a later date</li> <li>▶ Payouts of inappropriate amounts are avoided</li> </ul>   |
|                                      | <b>Severance cap</b>        | <ul style="list-style-type: none"> <li>▶ Limitation of inappropriately high severance payments in the event of (early) termination of contract (severance cap)</li> <li>▶ Limitation of any severance payments in the event of early termination of contract to the maximum amount of up to twice the annual remuneration or, as the case may be, to the amount of remuneration owed for the remaining term of the service contract</li> </ul>  |

### 3.3 Structure of the total remuneration

In the target remuneration structure (i.e., in the event of 100% target achievement with respect to STI and LTI), the fixed remuneration components (i.e., basic remuneration, fringe benefits and pension

commitment) are generally the main elements of a board of management member's total remuneration<sup>1</sup>.

Payments that do not constitute remuneration for service on the board of management such as, for example, severance payments, remuneration paid for activities outside the Porsche SE Group pursuant to stock corporation law or non-competition compensation (Karenzentschadigungszahlungen) for the term of the post-contractual prohibition of competition are not included in the target remuneration. Among the variable remuneration components, the share of the long-term variable components is always the main element in the target remuneration structure.

The share of the fixed remuneration in the total target remuneration for a given year (i.e., including fringe benefits and pension benefits<sup>2</sup> and in the event of 100% target achievement for the variable remuneration, but not considering any special bonus), depending on the board of management member, amounts to between roughly 70% and 50%, whereas the variable remuneration component accounts for between roughly 30% and 50% of the total target remuneration.

If a special bonus is additionally granted, the relative shares of the fixed and variable components in the total target remuneration shift: The share of the fixed remuneration in the total target remuneration for a given year (including the target special bonus, i.e., assuming a target achievement of 100% for the special bonus as well) will, depending on the board of management member, amount to between about 60% and 40%, whereas the share of the variable remuneration components (including the target special bonus) will account for between about 40% and 60% of the total target remuneration (including the target special bonus).

The range of the relative shares of the fixed and variable remuneration components of the board of management members results, inter alia, from the additional fringe benefits for individual board of management members and the possible strong volatilities in respect of the evaluation of the fringe benefits, which, for the purposes of the relative shares, have been recognized at a flat amount based on historical values plus a minor premium. In particular, the supervisory board is authorized, on the basis of a separate agreement, to permit individual members of the board of management to use charter flights to and from the registered office of Porsche SE at the expense of Porsche SE in order to fulfill their tasks. Furthermore, Porsche SE may bear the accommodation and subsistence costs of the board of management members for staying at the registered office of Porsche SE on the day before or after their business-related stay at Porsche SE's registered office.

Furthermore, there may be minor shifts in the aforesaid relative shares of a few percentage points due to fluctuations in the evaluation of fringe benefits (which, for the purposes of the shares in the total target remuneration stated herein, have been recognized at a flat amount based on historical values plus a minor premium) and the pension costs.

### **3.4 Maximum remuneration**

Taking into account the amended version of Sec. 87a (1) sentence 2 no. 1 AktG, the supervisory board has set the maximum remuneration amount for the entire board of management at €24 million per year.

---

<sup>1</sup> Not considering any special bonus.

<sup>2</sup> Based on the service cost pursuant to IAS 19.

This maximum remuneration constitutes the maximum amount that may be granted to the entire board of management under this remuneration system for its board of management activities for a given fiscal year, even if individual remuneration components are not paid out until a later date. The maximum remuneration includes all fixed and variable remuneration components (i.e., including any special bonuses or bonus adjustments due to extraordinary developments). Payments that do not constitute remuneration for service on the board of management such as, for example, severance payments, remuneration paid for activities outside the Porsche SE Group pursuant to stock corporation law or non-competition compensation for the term of the post-contractual prohibition of competition are not included in the maximum remuneration. Accordingly, the amount of the maximum remuneration includes the fixed salary, the one-year variable remuneration (STI) granted for the respective fiscal year and paid out in the following year, the multiple-year variable remuneration (LTI) awarded for the respective fiscal year and paid out in the third year following the fiscal year in which it was granted, any special bonuses granted for the respective fiscal year regardless of when they are paid out, all fringe benefits and the service cost for pension commitments. Moreover, when setting the maximum remuneration, inter alia in light of potential future structural changes of the board of management (e.g., expansion of the board of management, increase in the time commitment of the current board of management members), an adequate buffer has been included. Therefore, the set maximum remuneration is not always identical with the sum total of the maximum remuneration attainable under the applicable service contracts.

The maximum remuneration is no indication of whether or not the specific individual remuneration determined in each individual case is appropriate, and it does not release the supervisory board from its obligation to review the set individual remuneration accordingly. Furthermore, the maximum remuneration is not a budget that needs distributing on an annual basis, but a collective cap that the supervisory board must not exceed when determining the remuneration of the board of management members.

#### **4. Detailed information on the remuneration components**

##### **4.1 Fixed, non-performance-based remuneration (fixed remuneration)**

The fixed remuneration consists of the fixed salary, fringe benefits and, in principle, pension benefits.

The rationale for fixed and thus non-performance-based remuneration is to provide the board of management members with an appropriate base income. In the supervisory board's view, such base income reduces the likelihood that board of management members will take inappropriate risks from the company's point of view.

##### **Fixed salary**

The fixed salary is set, cash-based remuneration for the entire year that is paid out in twelve equal monthly installments. The amount of each board of management member's fixed salary varies depending on each member's area of responsibility, professional background and the general market conditions affecting the department represented by that member and taking into account that member's overall time commitment also with respect to any sideline activities.

## **Fringe benefits**

In addition, each board of management member receives benefits in kind and other earnings (fringe benefits). In particular, the following benefits are granted as fringe benefits:

- In general, a company car from the Porsche series production, which may also be used for private purposes, is made available to each board of management member. A company car provision is not required if the board of management member is already entitled to use a company vehicle based on a sideline activity for a third-party company.
- Each board of management member also has the possibility to use other company vehicles privately for a discounted usage charge according to the terms applicable to the first management level.
- Each board of management member is covered by the insurance taken out by Porsche SE, i.e., legal protection insurance (covering civil and criminal liability) and D&O insurance, and also by the group occupational accident insurance taken out by Porsche SE unless the board of management member is already covered by the occupational accident insurance owing to their sideline activity for a third-party company.
- Each board of management member receives an allowance for health and long-term care insurance up to the amount of the employer's share of the statutory health and long-term care insurance unless the board of management member already receives such an allowance under another service contract due to double employment.
- Each board of management member is entitled to continued payment of their remuneration in the event of illness for no longer than twelve months. In the event of death, the surviving dependents are entitled to receive death grants in the amount of six-monthly installments of the fixed salary.
- The board of management members receive certain perks and benefits in a limited scope as they are granted to the first management level from time to time.
- The supervisory board is authorized, on the basis of a separate agreement, to permit each member of the board of management to use charter flights to and from the registered office at Porsche SE's expense in order to fulfill their tasks.
- Furthermore, in certain cases, Porsche SE may bear the accommodation and subsistence costs of the board of management members for staying at the registered office of Porsche SE on the day before or after their business-related stay at Porsche SE's registered office.

In general, all board of management members are equally entitled to the benefits in kind and the other earnings; whether or not individual benefits are granted and in what specific amounts may vary depending on the board of management member's circumstances/departmental responsibility (in particular on the existence of double appointments/side activities and the board of management member's departmental responsibility).

The supervisory board may grant other or additional fringe benefits that are customary on the market, such as enabling the private use of mobile end devices provided for work-related purposes or assuming the costs for a secondary residence at the place of work where new individuals join the board of management.

## **Pension benefits**

The pension schemes applicable to the board of management members vary depending on the date the member joined the board of management.

For historical reasons, not all board of management members receive company pension benefits (betriebliche Altersversorgung) from Porsche SE (even in the event of a renewal of their service contract in the future) (this applies, for example, to the current board of management chairman).

Based on grandfathering rights (Bestandsschutzgründe), a salary-based retirement pension commitment is granted to board of management members in individual cases (even in the event of a renewal of their service contracts in the future) that gives rise to a pension entitlement in the amount of 25% of a certain share of the fixed salary with the percentage figure rising by 1% for each active year of service as a board of management member up to a maximum of 40%. Retirement pension eligibility arises through termination of the service contract when or after the board of management member has reached 65 years of age or before the member has reached the age of 65 during the term of the service contract if permanent inability to work occurs. Upon termination of the service contract before the board of management member has reached the age of 65 and is not unable to work, the board of management member keeps their expectancy rights to pension benefits to the extent prescribed by law. However, in such case, the board of management member's expectancy rights will become vested with immediate effect. The pension pay (Ruhegehalt) will be disbursed in twelve equal monthly installments. In the event of death, the board of management member's widow(er) will receive as from the date of death a widow(er)'s pension of 60% of the pension pay that the board of management member has or would have received on the date of death if their pension pay had been set owing to a permanent inability to work based on the situation prevailing on the date of death. In the event of the death of the board of management member, the legitimate biological children of the board of management member are entitled to receive an orphan's pension (up to their 18th birthday, and thereafter for the further period where they attend school and receive professional education, but no later than until their 27th birthday), which for each child amounts to 20% of the pension pay that the board of management member has or would have received on the date of death if their pension pay had been set owing to a permanent inability to work based on the situation prevailing on the date of death. Taken together, the widow(er)'s pension and the orphans' pensions cannot exceed 100% of the pension pay.

The other board of management members (two current as well as future) receive a direct commitment in the form of an employer-financed, contribution-based benefit commitment. On that basis, the company provides a contractually agreed annual pension contribution the amount of which depends on the area of responsibility of the board of management member, their tasks and experience and double employment (if any). The pension contribution is paid for each year the service contract has existed, but for no longer than until the board of management member has reached the age of 62. The pension capital accumulated at the end of the preceding year will bear interest on an annual basis. The pension commitment covers three pensionable events (i) old age (reaching the age of 62), (ii) reduction in earnings capacity (within the meaning of the German statutory pension insurance scheme, but with respect to the service as member of the board of management, which is expected to last for at least six months) and (iii) death. The entitlement to pension payments exists only for the pensionable event that occurs first and also requires that the service contract has ended and that the board of management

member has ceased to work for the company. Expectancy rights accruing from the benefit commitment on the basis of reaching old age are, in principle, subject to the applicable statutory vesting regulations (Sec. 1b (1) BetrAVG [“Betriebsrentengesetz”: German Company Pension Act]) and thus become vested after three years; in derogation therefrom, contractual vesting applies with immediate effect for occupational disability and death. When a pensionable event occurs, the board of management member or their surviving dependents, as the case may be, will receive the pension capital as a one-time payment.

#### **Possible one-time payments when a service contract starts**

The supervisory board may grant to new board of management members one-time payments, for example, as compensation for salary losses from a former employment relationship or to cover the expenses incurred due to the change of the place of work.

Such one-time payments are included in the maximum remuneration; if such one-time payments are granted, the remuneration structure for the relevant year may deviate from the relative shares of the fixed and variable remuneration components as described above (see no. 3.3).

#### **Non-competition compensation in the event of a post-contractual prohibition of competition**

For individual board of management members, the supervisory board may stipulate a post-contractual prohibition of competition accompanied by non-competition compensation that, however, will not be included in the target or maximum remuneration.

## **4.2 Variable, performance-based remuneration**

### **Bonus**

In addition, the board of management members receive variable, performance-based remuneration in the form of a performance bonus (bonus) that depends on whether or not specific financial and non-financial performance targets are reached.

The bonus consists of a short-term bonus (STI) and a long-term bonus (LTI). The parameters for both components are for the most part identical. However, the long-term bonus is tied to additional long-term performance criteria, with the amount of payment depending on whether or not these are fulfilled.

The performance targets for the bonus are set in individual target agreements concluded with the individual board of management members. A target agreement is concluded between the board of management member and the supervisory board in each case before the relevant fiscal year starts; a target agreement stipulates several individual performance targets set by the supervisory board based on the business strategy, which may include, inter alia, meeting budget targets, sourcing investment opportunities, promoting ESG aspects (such as employee satisfaction and compliance) or other targets related to that board of management member’s departmental responsibility or specific to their tasks, in addition to stipulating the relative weighting of the targets.

The individual performance targets comprise primarily non-financial individual targets but may also be supplemented by financial performance targets related to that board of management member’s department and tasks. To promote ESG aspects, at least one individual performance target from the areas of environment, social or governance (e.g., employee matters or compliance) is set for each member of the board of management per fiscal year.

Besides the performance targets stipulated in the target agreement on an annual basis, a discretionary modifier ("**modifier**") is used to calculate the amount of the bonus. The modifier is set by the supervisory board at its reasonable discretion on the basis of an evaluation of (i) the economic situation and development of the company and (ii) the general performance of the board of management member to the extent that these factors have not already been taken into account in the specific individual targets stipulated in the target agreement; in the case of ESG aspects also to the extent that these factors have already been taken into account in the individual performance targets.

For this purpose, the economic situation and development of the company is evaluated based on a financial key corporate figure defined in the target agreements with the members of the board of management before the start of the fiscal year (e.g., the adjusted group result after tax compared to the forecast adjusted group result after tax). The supervisory board may also agree with the members of the board of the management in the target agreement additional key corporate figures to assess the economic situation and development of the company. The key corporate figure and, if applicable, the other key corporate figures are determined uniformly for all members of the board of management for the respective fiscal year. The supervisory board may, at its due discretion, adjust the key corporate figures for individual items that have a significant – positive or negative – impact on the key corporate figures.

The general performance of a board of management member is evaluated in a verifiable manner based on considerations that are not already reflected by the targets stipulated in the target agreement. The criteria for evaluating a board of management member's general performance also include in particular the promotion of certain ESG aspects determined by the supervisory board, also to the extent that these factors have already been taken into account in the individual performance targets.

The basis for the calculation of the bonus is a target amount specified in the service contract, which is based on a target achievement of 100%. The total payment amount for the bonus is limited to 150% of the target amount (**bonus cap**).

A board of management member's specific performance relating to the individual targets set in the target agreement and the corresponding target achievement are assessed based on a scale of target achievement levels, i.e., 0%, 25%, 50%, 75%, 100%, 125% and 150%; to the extent possible, a measurability of target achievement is sought. Where a measurability of the target achievement is not provided for, the supervisory board will determine the target achievement level at its due discretion. Where an appraisal is made at the supervisory board's due discretion, the supervisory board will ensure that that assessment is verifiable. A target achievement level greater than 150% is not possible.

In accordance with the relative weighting of the individual performance targets, an overall target achievement level is determined based on the individual target achievement levels calculated, on the basis of which an intermediate amount is calculated using the bonus target amount. The intermediate amount calculated in this way is multiplied by the set modifier. The modifier is limited upwards and downwards and can be between 0.5 and 1.5. It is determined by the supervisory board at its reasonable discretion on the basis of the criteria described above. The intermediate amount is multiplied by the modifier and the result is the total bonus amount, which is subject to the bonus cap:



Overall target achievement level x contractual target bonus (in EUR) x Modifier = total bonus amount  
(but not exceeding the bonus cap)

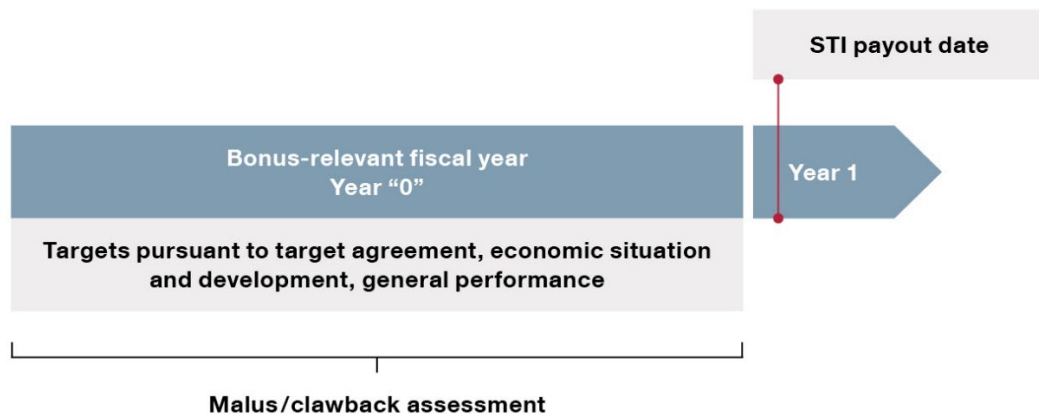
If the overall degree of target achievement is less than 50%, no bonus will be paid for the relevant fiscal year (neither the STI nor LTI component).

In the event of extraordinary developments, the supervisory board may, at its reasonable discretion, increase or reduce the calculated total bonus amount by up to 20% by setting a special adjustment factor of 0.8 to 1.2; in such case, such an increase is not limited by the bonus cap. For these purposes, extraordinary developments during the year mean special situations that have not been sufficiently accounted for in the set targets. These may include, in particular, exceptionally far-reaching changes in the economic environment to the extent that these changes or their specific consequences were not foreseeable. Normally fluctuating market developments, however, are not considered extraordinary developments. Besides, the possible reduction pursuant to Sec. 87 (2) AktG remains unaffected.

In general, target achievement and the total bonus amount are determined within three months following the end of the bonus-relevant fiscal year.

### Short-term bonus (STI)

A share of 40% of the set total target amount comprises the short-term bonus (STI), which, subject to any applicable malus and clawback mechanisms, is paid out three months after the end of the bonus-relevant fiscal year, but not before expiry of the third day following the day of the supervisory board meeting in which the consolidated financial statements of Porsche SE are approved.



### Long-term bonus (LTI)

A share of 60% of the set total target amount comprises the long-term bonus (LTI), which is deferred for another two years after the end of the bonus-relevant fiscal year.

It is paid out after the end of the two-year deferral period (i) unless any malus/clawback mechanisms during the three-year assessment period (i.e., including the two-year deferral period) and/or (ii) the additional performance criterion set by the supervisory board result in forfeiture or reduction.

The supervisory board defines one or more key figures or targets as an additional performance criterion to determine the amount of the LTI payout before the start of the bonus-relevant fiscal year:

- The supervisory board is entitled to select one or more performance criteria and set one or more target values for them, with the amount of the payment of the LTI depending on whether or not these are fulfilled. Target achievement is measured at the end of the second fiscal year following the bonus-relevant fiscal year.

*Example: Positive adjusted group result after tax in the fiscal year preceding payout. If this target is achieved, the LTI is paid out; if this target is not achieved, the LTI is not paid out.*

- The supervisory board is also entitled to select one or more performance criteria and, if necessary, to set one or more target values, with the amount of the payout of the LTI depending on how they develop. The development is measured during the two-year deferral period.

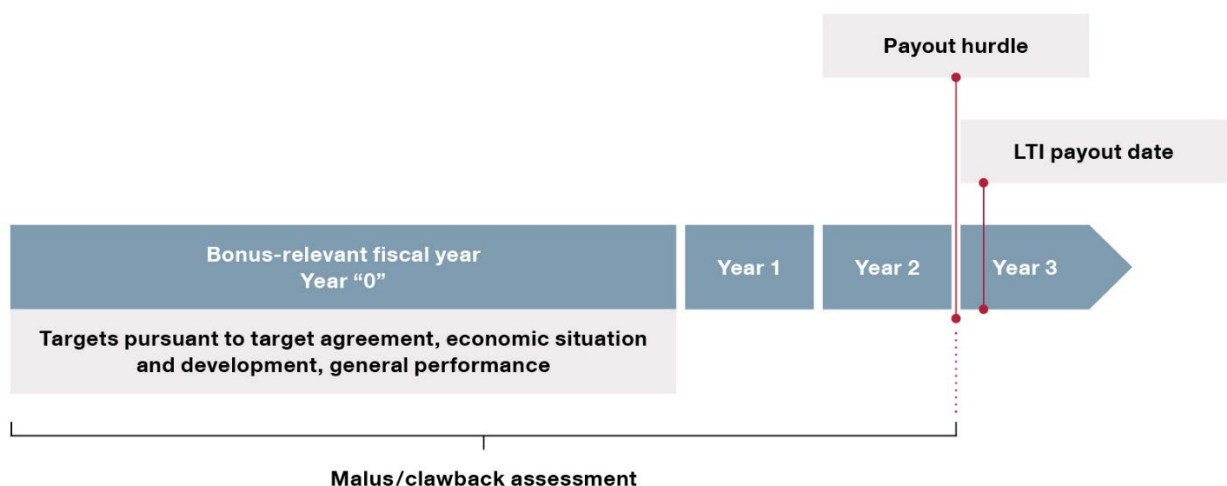
*Example: Total shareholder return modifier (TSR modifier) of the Porsche SE share (share price and dividends) during the two-year deferral period, capped at 1.0. The LTI is multiplied by the TSR modifier; in this case, the payout amount may be reduced.*

- The supervisory board is authorized to combine several additional performance criteria. It must specify whether the additional performance criteria are cumulative or alternative.

The additional performance criterion selected by the supervisory board and its target values are reported transparently in the remuneration report.

The supervisory board may, at its due discretion, adjust the defined key figures or targets for individual items that have a significant - positive or negative - impact on the key figures or targets applied.

The payout amount of the LTI (subject to any applicable malus and clawback mechanisms) will be due for payment two years after the corresponding STI falls due for payment, but not before expiry of the third day following the day of the supervisory board meeting in which the consolidated financial statements of Porsche SE are approved.



### Special bonus

At its due discretion, the supervisory board may offer to individual board of management members a special bonus for the forthcoming fiscal year with respect to special issues that require particular

achievements. The same applies to special issues arising due to extraordinary developments during a running fiscal year; in such case, the special bonus may be offered during the running fiscal year.

In such case, a special bonus target agreement is entered into with the board of management member that sets out a target amount for the special bonus and the maximum amount of the special bonus (for a maximum of 150% target achievement) as well as the targets, the achievement of which is the condition for the entitlement to the special bonus. Any special bonus will be determined by the supervisory board after the end of a fiscal year - depending on target achievement and subject to any applicable malus or clawback - and will also be divided into a short-term special bonus share of 40% and a long-term special bonus share of 60%. The short-term special bonus share will be paid out after the end of the fiscal year relevant to the special bonus and will be due for payment together with the STI for the special bonus year. The long-term special bonus share is paid out after the end of the second fiscal year following the fiscal year in which the special bonus is paid out. For the long-term special bonus share, the supervisory board determines an additional performance criterion in the special bonus target agreement before the start of the fiscal year relevant to the special bonus, applying the regulations for the LTI accordingly. The supervisory board may, at its due discretion, adjust the defined key figures or targets for individual items that have a significant - positive or negative - impact on the key figures or targets applied.

The determined payout amount of the long-term special bonus share is due for payment together with the LTI for the special bonus year, subject to any applicable malus or clawback mechanisms, during the special bonus assessment period.

## **5. Malus and clawback provisions**

Subject to the contractual provisions, the supervisory board is able under certain conditions to retain remuneration components that have not yet been paid out (malus) or - to the extent they have already been paid out - to reclaim such components (clawback).

In the event that a board of management member commits a willful or grossly negligent breach of one of their material duties of care within the meaning of Sec. 93 AktG or violates a material principle of conduct under an internal guideline issued by the company, the supervisory board may partially or entirely reduce (to zero) the variable remuneration components during the assessment periods in which (i.e., for the LTI, including the relevant two-year deferral period) the breach of duty or violation has occurred.

If variable remuneration components are determined or paid out based on incorrect data, for example, incorrect consolidated financial statements, the supervisory board may correct the determination or reclaim already paid out remuneration components according to the correction.

If the relevant variable remuneration components have already been paid out, in the cases set out above, the supervisory board may reclaim them in whole or in part during a clawback period of two years. The clawback period of each variable remuneration component starts to run upon its payment and ends two years after that point in time. The clawback relates to the net amount paid out in fact.

Any liability for damages of a board of management member to Porsche SE will not be affected by the reduction or clawback of variable remuneration components.

## **6. Remuneration from third parties**

Any remuneration obtained from performing group-internal offices (within the meaning of Sec. 18 (1) AktG), including, in particular, serving on supervisory boards within the group, will be set off against the remuneration under this remuneration system. Where remuneration is paid for serving on non-group-related supervisory boards, the supervisory board will decide in the individual case whether and to what extent such remuneration is to be set off against the remuneration under this remuneration system.

## **7. Contractual terms and benefits paid upon early contract termination**

### **7.1 Contractual term and term of appointment**

The service contracts of the board of management members are concluded in each case for a term limited to their appointment (appointment period). In accordance with the requirements under stock corporation law, the service contracts do not provide for ordinary notice of termination (ordentliche Kündigung); however, the right of either party to terminate the service contract without notice for cause (außerordentliche Kündigung aus wichtigem Grund) (cf. Sec. 626 (1) BGB ["Bürgerliches Gesetzbuch": German Civil Code]) remains unaffected. When appointing board of management members and setting the term of board of management members' service contracts, the supervisory board adheres to the requirements under stock corporation law set forth in Sec. 84 AktG. The maximum term of a service contract for a given appointment period is therefore five years.

A board of management member's service contract will automatically end prematurely without any separate notice of termination required if that member's position on the board of management ceases to exist due to a legal transformation of Porsche SE. In such case, the service contract will end upon expiry of the notice period under Sec. 622 (1) and (2) BGB, but no later than upon expiry of the appointment. The notice period commences when the office of the board of management member ceases to exist due to the legal transformation.

If a board of management member joins or leaves the board in the course of a fiscal year, the total remuneration, including the bonus for the fiscal year of their joining or leaving, will, in principle, be paid on a pro rata temporis basis according to the term of service during the relevant fiscal year. By way of derogation, in the event that the service contract of a board of management member ends on the basis of an immediately effective notice of termination (außerordentliche Kündigung) (Sec. 626 BGB) validly issued by the company for a cause (wichtiger Grund) for which the board of management member is responsible, the variable remuneration components that have not yet been paid out will be forfeited for the fiscal years in which the breach of duty relevant to the termination has occurred.

### **7.2 Benefits paid upon early contract termination**

In the event of early termination of the service contract (and of the board of management activities), any payments due to the board of management member are limited to the value of twice the total annual remuneration (severance cap); the payments must not in any event exceed the remuneration owed for the remaining term of the service contract. The calculation of the severance cap is to be based on the total remuneration paid for the past fiscal year and, where applicable, also on the expected total remuneration for the current fiscal year.

If the service contract is terminated for a cause for which the board of management member is responsible, no severance payments will be made to the board of management member.

Any severance payments will be set off against any non-competition compensation that is payable in the event that a post-contractual prohibition of competition has been agreed.

## **8. Temporary deviations from the remuneration system**

In exceptional cases, temporary deviations from individual elements of the described remuneration system may be stipulated if this is necessary in the interests of Porsche SE's long-term prosperity. Any deviations from the remuneration system require a resolution by the supervisory board following a recommendation by the executive committee. The supervisory board must specifically confirm the exceptional circumstances and the necessity of the deviation.

Extraordinary developments may include, inter alia, exceptionally far-reaching changes in the economic environment (such as a severe economic or financial crisis), natural disasters, terrorist attacks, political crises, pandemics, disruptive market decisions of customers, a company crisis or significant changes of the composition of the group. Generally unfavorable market developments are expressly not deemed extraordinary developments.

Temporary deviations in this regard are possible in respect of the performance criteria relevant to the bonus (STI and LTI), the total maximum remuneration, the relation between fixed and variable remuneration components and the granting of exceptional fringe benefits.

If an adjustment of existing remuneration components is not sufficient to restore the incentivizing effect of the board of management member's remuneration, the supervisory board also has the right - where there are extraordinary developments during the contractual term of the board of management members' service contracts - to grant additional remuneration components on a temporary basis.