

2023

INVITATION

TO THE ANNUAL GENERAL MEETING

2 0 2 3

SURTECO

Overview with disclosures pursuant to § 125 Stock Corporation Act (Aktiengesetz, AktG) in conjunction with Table 3 of the Implementation Regulation (Durchführungsverordnung) (EU) 2018 / 1212

A. Content of the notification

1. Ordinary Annual General Meeting of SURTECO GROUP SE 2023
2. Convening of the Annual General Meeting

B. Disclosures of the issuer

1. ISIN: DE0005176903
2. Name of the issuer: SURTECO GROUP SE

C. Disclosures on the Annual General Meeting

1. Date of the Annual General Meeting: 07 June 2023
2. Start: 10:00 (CET) (equivalent to 8:00 UTC)
3. Type of Annual General Meeting: ordinary Annual General Meeting
4. Place of the Annual General Meeting: Max-Joseph-Straße 5, 80333 Munich, Germany
5. Recording date: 16.05.2023
6. Uniform Resource Locator (URL): <https://ir.surteco.com/hv>

Agenda at a glance:

1. Submission of the audited annual financial statements and the approved consolidated financial statements, the management reports for SURTECO GROUP SE and the Group, in each case for the business year 2022, including the explanatory report on the disclosures pursuant to § 289a Section (1), § 315a Section (1) of the German Commercial Code (Handelsgesetzbuch, HGB), the proposal for appropriation of the net profit and the report by the Supervisory Board
2. Resolution on appropriation of net profit
3. Resolution on the discharge of the Management Board for the business year 2022
4. Resolution on consent to a settlement agreement with the former Chairman of the Management Board of the Company, Dr.-Ing. Herbert Müller
5. Resolution on the discharge of Dr.-Ing. Herbert Müller for his activity as Chairman of the Management Board of the Company in the business year 2019
6. Resolution on the discharge of the Supervisory Board for the business year 2022
7. Election of the Supervisory Board
8. Resolution on the approval of the compensation report
9. Resolution on the amendment to § 13 of the Articles of Association in order to enable the Management Board to provide for the holding of a virtual Annual General Meeting
10. Resolution on an amendment to § 13 of the Articles of Association to enable participation of Members of the Supervisory Board in the Annual General Meeting by way of audiovisual transmission
11. Resolution on the appointment of the auditor of the annual financial statements

INVITATION TO THE ORDINARY ANNUAL GENERAL MEETING 2023

SURTECO GROUP SE Buttenwiesen

ISIN: DE0005176903

WKN: 517690

We invite our shareholders¹ to the ordinary Annual General Meeting to be held at

Haus der Bayerischen Wirtschaft
Max-Joseph-Straße 5
80333 Munich
Germany

on Wednesday, 7 June 2023, at 10.00
[entry from 9:00].

I. AGENDA

1. Submission of the audited annual financial statements and the approved consolidated financial statements, the management reports for SURTECO GROUP SE and the Group, in each case for the business year 2022, including the explanatory report on the disclosures pursuant to § 289a Section (1), § 315a Section (1) of the German Commercial Code (Handelsgesetzbuch, HGB), the proposal for appropriation of the net profit and the report by the Supervisory Board

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No resolution is anticipated for Agenda Item 1, since there is no statutory requirement for a resolution to be passed and the Supervisory Board has already confirmed the annual financial statements and approved the consolidated financial statements. No resolution is therefore necessary in respect of Agenda Item 1 under statutory requirements.

2. Resolution on appropriation of net profit

The Management Board and the Supervisory Board propose that the net profit for the business year 2022 amounting to 11,374,547.85 euros (€) be appropriated as follows:

- Payment of a dividend of € 10,854,011.70. This amounts to a dividend of € 0.70 per no-par-value share for the 15,505,731 shares issued corresponding to a nominal participation in the capital stock of € 1.00 for each no-par-value share.
- Transfer of € 520,536.15 to retained earnings

The dividend is payable on 12 June 2023.

3. Resolution on the discharge of the Management Board for the business year 2022

The Supervisory Board and the Management Board propose that the actions of the Members of the Management Board listed below be approved and that they should be discharged for the business year 2022:

- 3.1 Mr. Wolfgang Moyses
- 3.2 Dr. Manfred Bracher
- 3.3 Mr. Andreas Pötz (Member since 1 April 2022)

It is intended to allow the Annual General Meeting to take a decision on the discharge of the aforementioned Members of the Management Board by individual voting.

4. Resolution on consent to a settlement agreement with the former Chairman of the Management Board of the Company, Dr.-Ing. Herbert Müller

On 16 March 2023, the SURTECO GROUP SE ("Company") reached a settlement agreement in the form of a court settlement (the "settlement agreement") with its former Chairman of the Management Board Dr.-Ing. Herbert Müller. The settlement agreement is intended to finally end the legal dispute with Dr. Herbert Müller before the District Court Augsburg (Landgericht). Dr. Müller filed a lawsuit against the Company involving claims related to variable remuneration (bonuses) from his work on the Management Board. Against these undisputed claims, the Company asserted the right to make counterclaims arising from § 93 Section (2) Stock Corporation Act (Aktiengesetz, AktG) for purposes of offsetting and asserted a breach of obligations incumbent on Dr. Müller arising from his contract of service.

The full wording of the settlement agreement is provided below:

"Agreement
(Court Settlement)

between

Dr.-Ing. Herbert Müller
Gladiolenweg 5, 42579 Heiligenhaus, Germany
["Claimant"]

and

SURTECO GROUP SE
Johan-Viktor-Bausch-Straße 2, 86647 Buttenwiesen,
Germany
["Defendant"]

– Claimant and Defendant hereinafter also referred to individually as "Party" and together as "Parties –

1. Facts of the case

1.1 Up until 30 September 2019, the Claimant was a Member of the Management Board and from 1 July 2015 he was also the Chairman of the Management Board of the Defendant.

1.2 With his lawsuit brought before the District Court (Landgericht) of Augsburg (File reference: 2 HK 0 3772/21), the Claimant demands that the Defendant make payment of variable compensation (bonuses) in the amount of originally EUR 611,728.08. After the Claimant withdrew part of this claim in the amount of EUR 38,650.00 – the Defendant had already paid this amount to the Claimant before the lawsuit was filed – the Claimant is continuing to pursue the alleged claim for the remaining amount thereafter of EUR 573,078.08 plus interest.

1.3 Against the [undisputed] claim of the Claimant, the Defendant has asserted the right to make counterclaims arising from § 93 Section (2) Stock Corporation Act (Aktiengesetz, AktG) for purposes of offsetting and has further asserted a

¹Gender-specific forms of address are not used in this invitation for purposes of better readability. All references to people, such as "shareholders", "employees", etc. apply equally to all gender identities.

breach of obligations arising from the Claimant's contract of service, and has submitted an application for dismissal of the claim. The counterclaims of the Defendant are based on the asserted breaches of obligations of the Claimant in connection with remuneration commitments which the Claimant made as Chairman of the Management Board to Mr. Schulte, Mr. Betzler and Mr. Bruns as Managing Directors of SURTECO GmbH in the years 2018 and 2019. According to the Rules of Procedure for the Management Board, the remuneration commitments required the approval of the Supervisory Board. The Defendant submitted in the proceedings that the necessary approvals had not been granted. As a result of this, the Defendant had suffered losses in the amount of the counterclaims made for the purpose of offsetting.

1.4 The Claimant disputes the alleged breaches of obligation. In each case, he stated that he acted in the interests of the Defendant, in order to retain the Managing Directors in the Company and to implement the merger of the operating companies of SURTECO GmbH – as approved by the Supervisory Board – along with the relevant personnel. He claimed that no loss had been incurred, because otherwise costs would have been incurred in the search to appoint new Managing Directors, which should be offset. He further claimed that the costs that would have arisen if the existing contracts of employment already in existence had been continued unchanged should also be offset.

1.5 The Defendant disputes the statements made by the Claimant. The necessary approval by the Supervisory Board did not occur in each case. According to the case law of the Federal Court of Justice (Bundesgerichtshof), a high burden of presenting the facts and proof in respect of any alternative occurrence of loss is placed on the Claimant.

2. Mediator hearing

In the first instance, the District Court (Landgericht)

of Augsburg referred the legal dispute to a mediator with the consent of both parties, which resulted in a mediation hearing on 16 March 2023. At the mediator hearing, alongside the mediator and the legal counsels of the parties, the Claimant and the Vice Chairman of the Supervisory Board of the Defendant, Mr. Tim Fiedler, took part in person.

3. Agreement

In full and final settlement of the legal dispute described in Section 1, for purely commercial reasons and without prejudice to the factual and legal situation, the parties agree on the following by way of a settlement:

3.1 The Defendant will pay to the Claimant a one-off amount totalling EUR 286,500.00 gross in respect of the bonus claims asserted in the legal dispute referred to in Section 1. The Claimant shall bear responsibility for payment of any income tax incurred on this amount.

3.2 The amount referred to above (less the statutory retentions) shall be due and payable within two weeks after the Annual General Meeting of the Defendant has agreed to this arrangement and shareholders, who account for 10% of the capital stock, have not declared an objection to the minutes. The payment shall be made, without incurring any costs for the Claimant, to the bank account of the Claimant known to the Defendant to which his salary payments were made prior to his stepping down from the Management Board, insofar as the Claimant does not inform the Defendant in good time of a different domestic bank account.

3.3 The costs of the legal dispute referred to in section 1 shall be offset against each other.

3.4 The Defendant shall advocate that the Supervisory Board proposes to the ordinary Annual General Meeting, which passes the resolution on

consent to this agreement, that it should discharge the Claimant in relation to his activity in the business year 2019.

4. Final settlement clause

Once this agreement has been concluded and it comes into effect and payment is made of the amount defined in subsection 3.1 to the Claimant, all mutual claims of the parties which form the subject of the legal dispute described in section 1, irrespective of the legal reason, in other words (i) all claims asserted in the course of legal action including interest and (ii) all claims which were offset by the Defendant are deemed to be subject to full and final settlement to the extent that this is permissible by law. For purposes of clarity, it is hereby stated that the Claimant's claims relating to company pension provision are not affected by this.

In the interest of full and final settlement of the legal dispute described under Section 1, insofar as permitted by law, the parties waive any objection or plea in respect of the effectiveness of this agreement of whatever type and for whatever legal reason, in particular to the objection in the form of a challenge and an amendment or a lapse of the basis for the transaction and/or settlement. The waiver is hereby mutually accepted by both parties.

5. Performance and conditions

5.1 This agreement requires for its effectiveness the agreement by the Supervisory Board and the Annual General Meeting of the Defendant (§ 93 Section (4) Sentence 3 Stock Corporation Act (Aktiengesetz, AktG) in conjunction with Art. 52 SE Regulation).

5.2 The Defendant will exert their best efforts to obtain the agreement of the Supervisory Board and the Annual General Meeting. The decision should be submitted to the ordinary Annual General Meeting in the year 2023, but at the latest in 2024. The Defendant is not required to convene an extraordinary Annual

General Meeting for this purpose. If the Supervisory Board does not agree or if the agreement is also not submitted to the ordinary Annual General Meeting in 2024, this agreement shall be deemed not to have been made.

5.3 The agreement is further deemed not to have been made if at the Annual General Meeting shareholders whose shares make up 10% of the capital stock declare an objection to the minutes in relation to a resolution for providing consent (§ 93 Section (3) Stock Corporation Act (Aktiengesetz, AktG)).

6. Effects on the legal dispute

The parties hereby agree to continue the suspension of the proceedings currently in force until the Annual General Meeting (at the latest in 2024) has decided on consent to this agreement.

The Defendant will inform the Claimant and the court immediately about the decision by the Annual General Meeting and any objection to the minutes.

If the ordinary Annual General Meeting does not agree or if shareholders who hold 10% of the capital stock declare an objection to the minutes, the procedure will be continued.

If the Annual General Meeting agrees and there is no objection to the minutes by shareholders who represent 10% of the capital stock, the settlement becomes effective and the court proceeding shall be ended by this settlement.

7. Miscellaneous

7.1 This agreement is based on the law of the Federal Republic of Germany.

7.2 Any amendments and addenda to this agreement must be made in writing and expressly reference this agreement, unless further formal requirements

are to be complied with. The same applies to setting aside the requirement for the written form.

7.3 If any of the conditions of this agreement are or become entirely or partly null and void, ineffective or unenforceable, the effectiveness of the other conditions shall not be affected by this. The null and void, ineffective or unenforceable condition shall be replaced by a regulation which comes closest in terms of place, time, extent and scope to what the parties wanted commercially with the null and void, ineffective or unenforceable condition. The same applies to any gaps in this agreement.

7.4 Each party, the legal counsels and the court shall receive signed copies of this settlement.

Augsburg, 16 March 2023.

For the Claimant:

signed H. Müller
Dr.-Ing. Herbert Müller

For the Defendant:

signed Tim Fiedler
Tim Fiedler
Deputy Chairman of the Supervisory Board of SURTECO GROUP SE

signed R. Guntermann
Lawyer Rainer Guntermann
signed Kowalski.
Lawyer Dr. André Kowalski“

Further explanations of the settlement agreement are provided in the joint report by the Supervisory Board and the Management Board on this agenda item 4.

The Supervisory Board and the Management Board propose a resolution as follows:

The settlement agreement dated 16 March 2023 between SURTECO GROUP SE and Dr.-Ing. Herbert Müller to end the legal dispute before the District Court (Landgericht) Augsburg, file reference: 2 HK O 3772/21, is hereby agreed.

**5.....
Resolution on the discharge of Dr.-Ing. Herbert Müller for his activity as Chairman of the Management Board of the Company in the business year 2019**

The discharge of Dr. Müller for his activity in the business year 2019 has been deferred up to now against the background of the legal dispute before the District Court (Landgericht) Augsburg (agenda item 4). In view of the settlement agreement that has now been concluded and the fact that any further claims against Dr. Müller in respect of his activity as Chairman of the Management Board up to his stepping down from the Management Board are no longer evident, a resolution should now be passed in relation to his discharge for the business year 2019.

The Supervisory Board therefore proposes a resolution as follows:

Dr.-Ing. Herbert Müller is granted discharge for his activity as Chairman of the Management Board in the business year 2019.

The foregoing resolution will only become effective if the Annual General Meeting agrees to the conclusion of the settlement agreement under agenda item 4 and a minority whose shares together make up one tenth of the capital stock do not declare an objection to the minutes.

**6.....
Resolution on the discharge of the Supervisory Board for the business year 2022**

The Management Board and the Supervisory Board propose that the Members of the Supervisory Board designated below should be discharged for their actions in the business year 2022:

- 6.1 Mr. Andreas Engelhardt
- 6.2 Mr. Tim Fiedler
- 6.3 Mr. Tobias Pott
- 6.4 Mr. Jens Krazeisen
- 6.5 Mr. Jochen Müller
- 6.6 Mr. Dirk Mühlenkamp
- 6.7 Mr. Jan Oberbeck
- 6.8 Mr. Thomas Stockhausen
- 6.9 Mr. Jörg Wissemann

It is intended to allow the Annual General Meeting to take a decision on the discharge of Members of the Supervisory Board by individual voting.

**7.....
Election to the Supervisory Board**

The period of office of Mr. Andreas Engelhardt as Member of the Supervisory Board of SURTECO GROUP SE finishes at the end of the Annual General Meeting on 7 June 2023.

The Supervisory Board proposes that Mr. Andreas Engelhardt, personally liable partner of Schüco International KG, Bielefeld, should be re-elected to the Supervisory Board.

The election will be for a period of office that extends until the actions of the Supervisory Board are approved and the Member of the Supervisory Board is discharged for the fourth business year after the commencement of his period of office. The business year in which the period of office commences is not included in this calculation.

Mr. Engelhardt has the following additional memberships of other supervisory boards to be formed under statutory regulations and comparable governance bodies of business enterprises in Germany and abroad:

- Member of the Supervisory Board of SAINT-GOBAIN ISOVER G+H AG, Ludwigshafen
- Chairman of the Supervisory Board of BDO AG WPG, Hamburg

Mr. Engelhardt is independent pursuant to section C.7 of the German Corporate Governance Code. There is no personal and/or business relationship between him and the companies of the SURTECO Group, the governance bodies of SURTECO GROUP SE and shareholders with material shareholdings in SURTECO GROUP SE.

The curriculum vitae of Mr. Engelhardt is included as Annex 2 of this agenda.

**8.....
Resolution on the approval of the compensation report for the business year 2022 prepared and audited pursuant to § 162 Stock Corporation Act (Aktiengesetz, AktG)**

The Management Board and Supervisory Board propose that the Compensation Report for the business year 2022 appended under Annex 3, prepared and audited pursuant to § 162 Stock Corporation Act (Aktiengesetz, AktG) be approved.

9.....
Resolution on the amendment to § 13 of the Articles of Association in order to enable the Management Board to provide for the holding of a virtual Annual General Meeting

As a result of the “Act on the Introduction of Virtual General Meetings of Stock Corporations and the Amendment of Cooperative and Insolvency and Restructuring Regulations (Gesetz zur Einführung virtueller Hauptversammlungen von Aktiengesellschaften und Änderung genossenschafts- sowie insolvenz- und restrukturierungsrechtlicher Vorschriften) (Federal Law Gazette I No. 27 2022, pp. 1166 ff.), the virtual Annual General Meeting has gained a permanent regulation in the German Stock Corporation Act. Pursuant to § 118a Section (1) Sentence 1 Stock Corporation Act (Aktiengesetz), the Articles of Association can provide for or authorize the Management Board to make provision for the Annual General Meeting to be held as a virtual Annual General Meeting, that is without the physical presence of shareholders or their authorized proxies at the place of the Annual General Meeting. Such an authorization of the Management Board should be decided as a precautionary measure, whereby a decision should be made separately on a case-by-case basis and taking into account the individual circumstances as to whether the authorization should be applied and an Annual General Meeting should be held as a virtual Annual General Meeting. The Management Board will make its decisions taking into account the interests of the Company and its shareholders and will in particular consider the protection of shareholders’ rights, along with aspects of the health and safety relating to the participants, the expenditure of resources and costs, as well as considerations relating to sustainability.

The Management Board and the Supervisory Board propose that the following resolution be passed:

§ 13 of the Articles of Association of SURTECO GROUP SE will be amended by the following new section:

“(3) The Management Board is authorized to hold the Annual General Meeting without the physical presence of the shareholders or their authorized proxies at the place of the Annual General Meeting (virtual Annual General Meeting). The authorization is applicable for holding virtual Annual General Meetings during a period of five years after this provision of the Articles of Association has been entered in the commercial register of the Company”.

10.....
Resolution on an amendment to § 13 of the Articles of Association to enable Members of the Supervisory Board to participate in the Annual General Meeting by way of audiovisual transmission

As a matter of principle, the Members of the Supervisory Board take part in the Annual General Meeting in person. However, pursuant to § 118 Section (3) Sentence 2 Stock Corporation Act (Aktiengesetz), the Articles of Association can make provision for certain cases in which Members of the Supervisory Board may participate in the Annual General Meeting by way of audiovisual transmission. This option should be used to enable participation in situations when physical presence at the location where the Annual General Meeting is taking place would not be possible or would only be possible with considerable expenditure of resources.

The Supervisory Board and the Management Board propose that the following resolution be passed:

§ 13 of the Articles of Association of SURTECO GROUP SE will be amended by the following new section:

“(4) Members of the Supervisory Board are permitted to participate in the Annual General Meeting by way of audiovisual transmission, with the agreement of the Chairman of the Supervisory Board, in cases where due to legal restrictions, their stay abroad, their necessary stay at a different location

in Germany, or due to an unreasonable journey time, their physical presence at the place of the Annual General Meeting would not be possible or would only be possible with considerable expenditure of resources or if the Annual General Meeting is held as a virtual Annual General Meeting without physical presence of the shareholders or their proxies at the place of the Annual General Meeting.”

11.....
Resolution about the appointment of the auditor of the annual financial statements and the auditor of the consolidated financial statements

Based on the recommendation of the Audit Committee, the Supervisory Board hereby submits a proposal that professional services firm PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Munich, should be appointed as the auditor for the annual financial statements and the auditor for the consolidated financial statements for the business year 2023.

In its recommendation, the Audit Committee of the Supervisory Board stated that the recommendation is free from undue influence from third parties and that the committee was not subject to any clause of the type defined in Article 16 Section (6) of the EU Regulation for audit of public-interest entities (Regulation (EU) no. 537/2014 of the European Parliament and of the Council of 16 April 2014 on specific requirements regarding statutory audit of public-interest entities and repealing of the Commission Decision 2005/909/EC).

II. FURTHER INFORMATION ON CONVENING

1. Total number of shares and voting rights on the date of convening the Annual General Meeting

On the date of convening the Annual General Meeting, the capital stock of the Company amounts to nominally € 15,505,731.00. It is divided into 15,505,731 no-par-value shares corresponding to a nominal participation in the capital stock of € 1.00 for each no-par-value share. All no-par-value shares are ordinary shares. Each ordinary share is granted one vote at the Annual General Meeting. On the date of convening the Annual General Meeting, there is therefore a total of 15,505,731 votes.

2. Participation and exercise of the voting right – record date

Shareholders shall only be entitled to participate in the Annual General Meeting and exercise their voting right pursuant to § 15 of the Articles of Association if they have registered in text form in the German or English language at the following address at the latest before midnight on 31 May 2023:

SURTECO GROUP SE
c/o Computershare Operations Center
80249 Munich
Germany
Email: anmeldestelle@computershare.de

The shareholders must provide verification of their authorization to participate in the Annual General Meeting and to exercise their voting right. For this purpose, a written verification pursuant to § 67c Section (3) Stock Corporation Act (Aktiengesetz, AktG) in the German or English language relating

to the share ownership issued by the most recent intermediary must have been submitted in text form before midnight on 31 May 2023. The verification must relate to the start of 17 May 2023 (record date).

As far as the Company is concerned, only persons who have provided verification of ownership of the shareholding are entitled to participate in the Annual General Meeting and exercise the voting right as a shareholder. The authorization to participate or the scope of the voting right is based solely on the ownership of the shareholding on the record date of the verification. The record date is not associated with any vesting period for the disposal of the shareholding. Even if the shareholding is disposed of entirely or in part after the record date, the shareholding ownership of the shareholder on the record date is the sole point of reference for the participation in the Annual General Meeting and the scope of the voting right. Disposals of shares after the record date therefore exert no effects on the authorization for participation and on the scope of the voting right. The same principle applies to acquisitions and additional purchases of shares after the record date. Persons who do not own any shares on the record date and only purchase shares after that date are only entitled to participate in the Annual General Meeting and exercise voting rights, if they have been granted a power of attorney by the seller or have been authorized to exercise such rights.

The necessary registration and the verification of the relevant shareholding are generally carried out by the custodian institution. After receipt of the registration and the verification of their share ownership by the Company, the shareholders are sent entry tickets. In order to ensure timely receipt of the entry tickets, we ask shareholders to approach their custodian institution as soon as possible.

3. Proxy voting

3.1 Granting power of attorney to a third party

The shareholder can also exercise his/her voting rights by appointing a proxy of his or her choice. The form sent with the entry ticket can be used to grant power of attorney to a proxy. The appointment should be received as soon as possible by the custodian bank, in order to ensure that the entry ticket is received in good time. The grant of the power of attorney to the proxy, its revocation and verification of the power of attorney with respect to the Company must be provided in text form or can be provided by way of the SURTECO Investor Portal at <https://ir.surteco.com/hv>. You will find access data on your entry ticket.

In addition to the SURTECO Investor Portal, the shareholders can send a power of attorney of this nature and revocation of the said power of attorney to the following postal address and email address:

SURTECO GROUP SE
c/o Computershare Operations Center
80249 Munich
Germany
Email: anmeldestelle@computershare.de

If a bank (intermediary), a shareholders' association or another of the institutions or persons deemed to be equivalent in § 135 Section (8) or Section (10) Stock Corporation Act (Aktiengesetz, AktG) is to be granted a power of attorney, there is no requirement for the text form pursuant to the law. However, we draw attention to the fact that in these cases the institutions or persons to be granted authorization may request a special form of power of attorney, because they have to record the power of attorney verifiably pursuant to § 135 Section (1) Sentence 2 Stock Corporation Act (Aktiengesetz, AktG). Therefore, if you want a bank, a shareholders' association or another of the institutions or persons deemed to be equivalent in §

135 Section (8) or Section (10) Stock Corporation Act (Aktiengesetz, AktG) to be granted authorization, you should agree a suitable form of power of attorney with these institutions or persons.

If the shareholder grants power of attorney to more than one person, the Company can reject one or more of these persons.

3.2 Grant of power of attorney to voting proxy representatives nominated by the Company

We also offer our shareholders the possibility of authorizing voting proxy representatives nominated by the Company to represent shareholders in casting votes at the Annual General Meeting. The form sent with the entry ticket can be used for this purpose. The voting proxy representatives must be granted a power of attorney and given instructions on exercising the voting right. The voting proxy representatives are bound to vote in accordance with the instructions received. The grant of the power of attorney to the proxy, its revocation and the verification of the power of attorney with respect to the Company must be provided in text form – insofar as the SURTECO Investor Portal at <https://ir.surteco.com/hv> is not used. The shareholders can send a power of attorney of this nature to the following postal address and email address:

SURTECO GROUP SE
c/o Computershare Operations Center
80249 Munich
Germany

Email: anmeldestelle@computershare.de

Powers of attorney sent by post or email and instructions to the voting proxy representatives must have arrived at the latest before 24.00 (midnight) on 5 June 2023 at the address given above. We request your understanding that powers of attorney and instructions to the voting proxy representatives arriving later cannot be taken into account.

Power of attorney can be granted and instructions given to voting proxy representatives of the Company on site on the day of the Annual General Meeting up to the start of voting.

Power of attorney can also be granted and instructions issued to the voting proxy representatives nominated by the Company using the SURTECO Investor Portal at <https://ir.surteco.com/hv>. You will find access data on your entry ticket. The submission, amendment or revocation of the power of attorney and instructions to the voting proxy representatives appointed by the Company is possible before and during the Annual General Meeting, however at the latest up until the point in time defined by the Chair of the Meeting in the schedule for casting votes.

**4.....
Procedure for submission of a vote by postal vote**

You can also exercise your voting right in writing or by means of electronic communication (postal vote), without participating in the Annual General Meeting. In this case, the prerequisites outlined above must also be fulfilled for participation in the virtual Annual General Meeting and the exercise of the voting right.

The submission, amendment or revocation of electronic postal votes can be carried out through the SURTECO Investor Portal at <https://ir.surteco.com/hv> before and during the Annual General Meeting, however, at the latest up until the point in time defined by the Chair of the Meeting in the schedule for casting votes. You will find access data to the Investor Portal on your entry ticket.

The postal vote can also be carried out in written or text form. The form sent with the registration confirmation can be used for this purpose. In both cases (written or text form), the votes submitted by postal vote must be received at the following address before 24:00 (midnight) on 5 June 2023. We ask for

your understanding that any postal votes received later than this time cannot be taken into account, insofar as they are not submitted by way of the SURTECO Investor Portal.

SURTECO GROUP SE
c/o Computershare Operations Center
80249 Munich
Germany
Email: anmeldestelle@computershare.de

**5.....
Further information on the exercise of voting rights and voting**

If voting rights are exercised in a timely manner in several ways (letter, email, electronically via the Investor Portal or by postal vote pursuant to § 67c Section (1) and Section (2) Sentence 3 Stock Corporation Act (Aktiengesetz, AktG) in conjunction with Article 2 Section (1) and Section (3) and Article 9 Section (4) of the Implementation Regulation (Durchführungsverordnung) [(EU) 2018/1212]) or if power of attorney is granted and as necessary instructions are issued, these shall be taken into account in the following order irrespective of the date and time they were received: 1. electronically via the Investor Portal, 2. pursuant to § 67c Section (1) and Section (2) Sentence 3 Stock Corporation Act (Aktiengesetz, AktG) in conjunction with Article 2 Section (1) and Section (3) and Article 9 Section (4) of the Implementation Regulation (Durchführungsverordnung) [(EU) 2018/1212], 3. by email and 4. by letter.

If declarations with more than one form of exercising voting rights are received via the same means of communication, the following shall apply: postal votes take priority over the granting of power of attorney and as appropriate issuing instructions to the voting proxy representatives of the Company.

The most recently received, timely revocation of a declaration is definitive.

If an individual vote is taken on an Agenda Item instead of a collective vote, the postal vote or instruction given for this item on the Agenda shall apply accordingly to each item of the individual vote.

No resolution proposal is submitted under Agenda Item 1 and therefore no voting is planned. The planned votes on Agenda Items 2 to 7 and 9 to 11 are binding, while the votes on Agenda Item 8 is a recommendation. For all the votes taken, the shareholders can vote "Yes" (approval) or "No" (rejection) or they can decide not to cast their vote (abstention).

**6.....
Supplementary motions to the Agenda at the request of a minority in accordance with Articles 53 and 56 of the SE Directive, § 50 Section (2) of the SE Implementation Act (SE-Ausführungsgesetz, SEAG) and § 122 Section (2) Stock Corporation Act (Aktiengesetz, AktG)**

Shareholders whose shares together make up at least 5 % of the capital stock or the proportionate amount of € 500,000.00 of the capital stock corresponding to 500,000 no-par-value shares can request pursuant to Articles 53, 56 SE Directive in conjunction with § 50 Section (2) SE Implementation Act (SE-Ausführungsgesetz, SEAG) and § 122 Section (2) Stock Corporation Act (Aktiengesetz, AktG) that items are placed on the Agenda and announced. The requested Agenda Items (as necessary in the form of one or several resolution items) must be formulated such that the Management Board can announce these pursuant to the requirements of § 124 Stock Corporation Act (Aktiengesetz, AktG). A verification that the shareholder acquired and held the shares for a period of at least three months respectively 90 days prior to the motion (§ 122 Stock Corporation Act (Aktiengesetz, AktG)) is not necessary because the SE Directive as a higher instance of law does not contain a requirement of this nature.

Supplementary motions together with a justification or proposals for a resolution must be received in writing by the Company at the latest by the end of 7 May 2023 (midnight) at:

SURTECO GROUP SE
Management Board
Johan-Viktor-Bausch-Straße 2
86647 Buttenwiesen
Germany.

If the supplementary motions have been received punctually and are subject to a mandatory requirement for announcement, they are immediately announced in the Official Gazette of the Federal Republic of Germany (Bundesanzeiger) after receipt of the request and disseminated throughout Europe, made accessible on the Internet site of the Company (hereinafter Sub-section 12) and communicated to the shareholders together with the notification convening the Annual General Meeting pursuant to § 125 Section (1) Sentence 3 Stock Corporation Act (Aktiengesetz, AktG). Any statements on administration are also announced in the same way.

**7.....
Motions and election proposals by shareholders pursuant to Article 53 SE Directive and § 126 Section (1), § 127 Stock Corporation Act (Aktiengesetz, AktG)**

Counter-motions by shareholders against a proposal by the Management Board and/or the Supervisory Board relating to a particular Agenda Item and proposals by shareholders on the election of Members of the Supervisory Board or auditors of the financial statements must be directed to the following address:

SURTECO GROUP SE
Johan-Viktor-Bausch-Straße 2
86647 Buttenwiesen
Germany
Email: HV@surteco.com

Pursuant to the statutory requirements, corresponding counter-motions and proposals for election which reach the above-mentioned address within the statutory deadline period, i.e. at the latest by 24:00 (midnight) on 23 May 2023, are immediately published following receipt of the request on the Internet site of the Company (below Sub-section 10) including the name of the shareholder and any justification. Any statements on administration are announced in the same way. Counter-motions and proposals for election, and such submissions received by the Company after the time specified in Sentence 1, addressed in any other way will not be taken into account.

If several shareholders submit counter-motions on the same subject of resolution, the Management Board can merge the counter-motions and their justifications.

8.....
Right to information of the shareholder pursuant to Article 53 of the SE Regulation and § 131 Section (1) Stock Corporation Act (Aktiengesetz, AktG)

Pursuant to Article 53 of the SE Regulation and § 131 Section (1) Stock Corporation Act (Aktien-gesetz, AktG), any shareholder is entitled to request information from the Management Board about the affairs of the Company at the Annual General Meeting and to be given such information, provided that the said information is necessary for a proper and objective assessment of the particular agenda item. The obligation of the Management Board to provide information also extends to the Company's legal and business relationships with an affiliated company and to the situation of the Group and the companies included in the consolidated financial statements (see § 131 Section (1) Sentence 2 and Sentence 4 Stock Corporation Act (Aktiengesetz, AktG)).

Under certain circumstances defined in § 131 Section (3) Stock Corporation Act (Aktiengesetz, AktG), the Management Board may refuse to provide information. According to § 17 Section (3) of the Articles of Association, the Chair of the Annual General Meeting is further authorized to limit the time allocated for the shareholders' right to speak and ask questions as appropriate. The Chair of the Annual General Meeting should bear in mind that the Annual General Meeting should be conducted and concluded within an appropriate and reasonable timeframe. Further explanations on shareholder rights can be found on the company Internet site (see below, agenda item 10).

9.....
Supplementary explanations

This invitation, further information and explanations on shareholders' rights are provided on the Internet page of the Company (below Sub-section 10).

10.....
Internet site of the Company that provides access to information pursuant to Article 53 SE Directive in conjunction with § 124a Stock Corporation Act (Aktiengesetz, AktG)

This convening of the Annual General Meeting, the documents to be made accessible and the motions by shareholders and other information is also available on the Internet site of the Company at <https://ir.surteco.com/hv>. The voting results recorded by the Chair of the Meeting including information pursuant to § 130 Section (2) Sentence 2 Stock Corporation Act (Aktiengesetz, AktG) shall be published on this Internet page within the statutory period.

The documents specified under Agenda Item 1 can also be inspected at the business premises of the Company at Johan-Viktor-Bausch-Strasse 2, 86647

Buttenwiesen, Germany, as well as on the Internet site of the Company. On request, they will also be sent free of charge to the shareholders.

11.....
Audiovisual broadcast of the entire Annual General Meeting

All shareholders of the Company who have registered for the Annual General Meeting can follow the entire Annual General Meeting being held on Wednesday 7 June 2023 from 10:00 through the Investor Portal at <https://ir.surteco.com/hv>. You will find the access data on your entry ticket. You should note that when using the Investor Portal for the Annual General Meeting, you are unable to issue any instructions or cast a postal vote for any votes on any procedural motions, counter-motions, election proposals and any other motions, provided these have not been made accessible or announced in advance of the Annual General Meeting in accordance with the statutory provisions, or are only put forward at the Annual General Meeting itself. Likewise, no requests to speak or ask questions, no motions and no objections to resolutions of the Annual General Meeting can be accepted through the Internet service for the Annual General Meeting.

Buttenwiesen, April 2023

The Management Board

Annex 1 to Agenda Item 4

Joint report by the Supervisory Board and Management Board on Agenda Item 4 – Consent to a settlement agreement with Dr.-Ing. Herbert Müller

The settlement agreement submitted to the Annual General Agreement for purposes of consent under Agenda Item 4 represents the proposal of SURTECO GROUP SE (“Company”) directed towards bringing the legal dispute between the Company and its longstanding Member of the Management Board and Chairman Dr.-Ing. Herbert Müller currently before the District Court (Landgericht) Augsburg to a mutually acceptable conclusion.

Background

Up until 30 September 2019, Dr. Müller was a Member of the Management Board and from 1 July 2015 also Chairman of the Company.

On the basis of the contract concluding his activity as a Member of the Management Board and the corresponding determination of the Supervisory Board, Dr. Müller was entitled to variable remuneration for the business year 2019, which after deduction of payments already made amounted to EUR 468,078.08. Furthermore, he was also entitled to receive payment of the partial amounts of his variable remuneration from previous years retained by the Company under the contract amounting to EUR 143,650.00. The total claim of Dr. Müller against the Company to payment of bonuses therefore amounted to EUR 611,728.08 (gross).

Out of this total amount, a partial amount of EUR 38,650.00 was paid to Dr. Müller on 29 July 2021. In the amount of the difference of EUR 573,078.08, the Company asserted the right to make counterclaims arising from § 93 Section (2) Stock Corporation Act (Aktiengesetz, AktG) for purposes of offsetting and further asserted a breach of obligations arising from his contract of service. The counterclaims asserted for purposes of offsetting are based on the

breaches of obligations of Dr. Müller in connection with remuneration commitments which Dr. Müller concluded with Mr. Schulte, Mr. Betzler and Mr. Bruns in the years 2018 and 2019 without the necessary approval of the Supervisory Board. At the time, these three gentlemen were employed as Managing Directors and Directors respectively of SURTECO Group companies. The intention was for them to take up functions in SURTECO GmbH in the context of agreed restructuring of the German Group companies.

Prior to claiming the right of offsetting, the Supervisory Board commissioned external consultants in order to assess whether the Company was entitled to make claims for losses against Dr. Müller on account of the compensation commitments. The review came to the conclusion that it was extremely probable that claims for losses existed against Dr. Müller. The report stated that Dr. Müller had breached his duties of care to the Company pursuant to § 93 Section (1) Sentence 1 Stock Corporation Act (Aktiengesetz, AktG) by concluding compensation agreements without the approval of the Supervisory Board. It was further stated that the breach had arisen from the fact that Dr. Müller as Chairman of the Management Board with sole power of representation should not have concluded transactions which according to the Rules of Procedure for the Management Board were subject to approval by the Supervisory Board (§ 82 Section (2) Stock Corporation Act (Aktiengesetz, AktG)). As a consequence of the compensation commitments concluded by Dr. Müller, the Company was compelled to make payments to the relevant recipients and had as a result sustained losses. The Supervisory Board was therefore under an obligation to assert claims for losses against Dr. Müller.

The Supervisory Board initially asserted the resulting claims against Dr. Müller in writing and asked him to state his views on the matter. The statement by Dr. Müller was reviewed by the legal advisors to the Company. However, none of the aspects addressed in the statement gave any indication that could

have persuaded the Supervisory Board to refrain from pursuing the claims for compensation. The Supervisory Board then asserted the offsetting with bonus claims, as described above.

The Supervisory Board then examined whether the other Members of the Management Board who were in office at the time were in breach of their duties in connection with the compensation commitments made by Dr. Müller. However, this was not found to be the case according to the result of the audit by the external consultants and the Supervisory Board.

The Company has explained the claims made by the Company against Dr. Müller in the prelitigation correspondence and in the court proceedings:

The correspondence states that Dr. Müller had made a commitment to Mr. Schulte for a fixed remuneration in the amount of EUR 350,000.00 for his future activity as Managing Director of SURTECO GmbH for 2018, whereas the Supervisory Board at the time had only been presented with a proposal for variable remuneration (with an advance payment to be offset as fixed remuneration in the amount of EUR 200,000.00) for approval and this payment had been approved by the Supervisory Board at its 50th meeting held on 28 June 2018. In the case of Mr. Betzler, following approval of key points for compensation as a future Managing Director of SURTECO GmbH by the Supervisory Board at its 50th meeting, Dr. Müller had committed to further substantial additional benefits for Mr. Betzler which the Supervisory Board was not aware of. It is further stated, that Dr. Müller had granted a supplementary compensation for the former’s activity at the Probos Group which the Supervisory Board was also not aware of. The agreements reached by Dr. Müller had to be fulfilled by the Company so that to this extent losses were also sustained. In the case of Mr. Schulte, this related to the part of the remuneration of EUR 150,000.00 that extends beyond the advance payment/fixed remuneration, which would not have had to be paid

through variable remuneration in 2018 owing to the economic development in the relevant business year. In the case of Mr. Betzler, the losses amounted to the payments of EUR 208,306.59 which were made to Mr. Betzler. An additional amount of EUR 105,000.00 had been paid to Mr. Bruns on the basis of the agreement made by Dr. Müller. In addition, the Company also incurred consultancy expenses (lawyer’s costs) for the review and assertion of the claims in the amount of EUR 37,771.49.

Dr. Müller has disputed the breaches of duty alleged by the Company in connection with the commitments made in relation to compensation. He has further disputed that the Company incurred losses as a result of this. Dr. Müller therefore filed a claim before the District Court (Landgericht) Augsburg for payment of his bonuses in the amount of most recently EUR 573,078.08 (after deduction of the payments already made) with additional payment of interest. The claim was delivered to the Company on 25 October 2021.

In its defence statement, the Company made submissions in relation to the breaches of duty and the counterclaims in relation to offsetting made by the Company, and repeated and confirmed the aforesaid offsetting arrangements. Dr. Müller essentially responded as follows: In the case of Mr. Schulte, he claimed that he had kept within the framework of the budget that was presented to the Supervisory Board at its 50th meeting for compensation of the Managing Directors within a framework of up to around EUR 350,000.00 p.a. He emphasized that at the time he was confronted with the challenge of having to offer the previous Managing Directors new contracts of service when the operating companies were merged to form SURTECO GmbH in which some of the conditions would have been below the conditions defined in the existing conditions. This would have been particularly the case for Mr. Betzler but also for Mr. Schulte, who the Supervisory Board had wanted to retain within the Company at the time. Irrespective of this, he asserted that no losses were caused to the Company. If Dr.

Müller had not made the concessions, the Managing Directors would not have been willing to continue their activity at SURTECO GmbH. The Company would then have sustained expenses for recruiting new Managing Directors which should be offset against the losses. Furthermore, the Managing Directors would then have continued to work in their respective Group companies at the previous higher conditions, which should also be offset. The consulting costs were claimed not to be significantly substantiated by the Company.

The Company has opposed the submission presented by Dr. Müller. It has stated that Dr. Müller had not obtained the necessary consent of the Supervisory Board in all three cases and ultimately did not dispute this fact. Economic conditions in the context of the restructuring of the SURTECO Group would not be a substitute for approval by the Supervisory Board for the compensation agreements, which is required under the Rules of Procedure for the Management Board. In relation to the losses, Dr. Müller was invoking an alternative loss causation process for which he would need to make representations and provide evidence. The Federal Court of Justice (Bundesgerichtshof) defines high requirements for representations and evidence involving breaches of the burden of consent. The submission by Dr. Müller had not satisfied these requirements to date. Mr. Schulte and Mr. Bruns had left the Company shortly after Dr. Müller stepped down from the Management Board. No new appointments had been made to their positions, without this having exerted a negative impact on the Company's results.

The District Court (Landgericht) Augsburg referred the legal dispute to a mediator with the consent of both parties. The mediator held a mediator hearing on 16 March 2023. At the mediator hearing, alongside the legal counsels of the parties, Dr. Müller took part in person and Mr. Tim Fiedler in his role as Deputy Chairman of the Supervisory Board on behalf of the Company. At the mediator hearing, the parties deliberated on the facts, their perspectives and the personal and business backgrounds of the case.

As is customarily the case in negotiations of this nature, a confidentiality agreement was reached in relation to the contents of the mediation hearing. At the conclusion of the mediation hearing, each of the parties approved the content of the settlement agreement.

The Supervisory Board approved the conclusion of the mediation agreement at its meeting held on 13 April 2023.

Legal framework conditions of the proposal submission to the Annual General Meeting

Pursuant to § 93 Section (4) Sentence 3 Stock Corporation Act (Aktiengesetz, AktG) in conjunction with Art. 52 SE Regulation, the Company can only waive claims for compensation against Members of the Management Board (also former members) or reach a settlement in relation to such claims if three years have elapsed since the claim was asserted, the Annual General Meeting is in agreement and a minority whose shares make up 10% of the capital stock do not declare an objection to the minutes. The three-year term since the claims for compensation asserted by the Company against Dr. Müller had already lapsed by the date on which the settlement agreement was concluded. The origin of the claim, which arises when the first loss is incurred, determines the commencement of the deadline. The actual occurrence of the loss is sufficient. When the settlement agreement was concluded, this date was already more than three years previously, since it was clear at the latest with establishment of the respective obligations of the Company in relation to the Managing Directors in 2018, which benefits the Company would have to provide for the Managing Directors on the basis of the compensation agreements which were binding for it. The Annual General Meeting is therefore now able to vote on the conclusion of the settlement agreement.

Wording of the settlement agreement

The wording of the settlement agreement is provided in full under item 4 of the agenda for the Annual General Meeting.

Material content of the settlement agreement

The settlement agreement has the following material content:

Section 1 of the settlement agreement provides a brief summary of the facts of the case and submission in the proceedings. The settlement refers to the undisputed bonus claims of Dr. Müller and the disputed counterclaims asserted by the Company for offsetting purposes. Section 2 refers to the mediator hearing, which the District Court (Landgericht) Augsburg had initiated with the agreement of both parties and which was held in Augsburg on 16 March 2023.

Section 3 of the settlement agreement contains the actual settlement arrangement to end the dispute. The Company undertakes to make a one-off payment totalling EUR 286,500.00 gross to Dr. Müller in respect of his bonus claim. This amounts to nearly 50 % of the amount of the bonuses claimed by Dr. Müller in the litigation. The payment will be made within two weeks after the Annual General Meeting has agreed to this arrangement and subject to the provision that shareholders who account for 10% of the capital stock, have not declared an objection to the minutes. The costs of the legal dispute before the District Court (Landgericht) shall be set off against each other, in other words there shall be no mutual reimbursement of costs. Each party shall themselves bear responsibility for their own costs and the costs of their legal advisors. Finally, Section 3 of the settlement agreement includes the undertaking that the Company will advocate that Dr. Müller be discharged in relation to his activity in the business year 2019, in relation to which the Annual General Meeting has to pass a resolution.

In return for the payment of the amount referred to in Section 3, Section 4 of the agreement states that when the settlement agreement comes into effect and payment of the aforementioned amount is carried out, all claims which form the subject of the legal dispute will be deemed to have been subject to full and final settlement. This affects firstly the bonus claims plus interest asserted by Dr. Müller, to the extent that these claims exceed the amount of EUR 286,500.00, and secondly the claims in respect of compensation for losses made by the Company and asserted for offsetting which arose from the alleged breaches of duty by Dr. Müller in conjunction with granting of compensation packages to Mr. Schulte, Mr. Betzler and Mr. Bruns. In the interest of a full and final settlement – as is customary in settlements of this nature – the parties also waive any objection or plea in respect of the effectiveness of this settlement agreement to the extent that this is legally possible. For purposes of clarity, at the request of Dr. Müller it was hereby stated that claims by Dr. Müller relating to company pension provision are not affected by the settlement – which would anyway be the case because claims of this nature do not form the subject of the court proceedings.

Section 5 includes the legal conditions necessary for the effectiveness of the settlement agreement in the form of approval by the Supervisory Board and the Annual General Meeting. Furthermore, shareholders whose shares make up 10% of the capital stock must not declare an objection to the minutes.

Section 6 of the settlement agreement sets out the effects on the legal dispute. In this respect, an initial agreement is reached that the proceedings will be suspended until the Annual General Meeting has reached a decision on approval. The District Court (Landgericht) Augsburg has accordingly ordered the suspension of the proceedings according to this arrangement in a decision handed down on 27 March 2023. The Company will inform Dr. Müller and the court about the approval of the Annual General Meeting and

any objections to the minutes. If approval is refused or if shareholders holding shares amounting to 10% of the capital stock declare objections to the minutes, the legal dispute must be continued. If the Annual General Meeting grants approval and no objection as outlined above is registered, the court case can then be ended with the settlement agreement then being effective.

Section 7 of the settlement agreement includes the usual final clauses for such agreements (place of jurisdiction, form for any amendments) and a safeguard clause that upholds the effectiveness of the agreement even if individual provisions are ineffective. Finally, there is a provision that each party, their legal counsels and the court shall each receive signed copies of the settlement.

Reasons for concluding the settlement agreement

Claims pursuant to § 93 Section (2) Stock Corporation Act (Aktiengesetz, AktG) (and in parallel a breach of the duties arising from the contract of service) are based on (i) a breach of duty by the Member of the Management Board, (ii) a fault and (iii) an adequate causal loss, which is to be determined pursuant to §§ 249 ff. German Civil Code (Bürgerliches Gesetzbuch, BGB). According to the recent case law of the Federal Court of Justice (Bundesgerichtshof), the Member of the Management Board can object that the loss would have occurred anyway even if the course of events had been different. However, in order to prove this the Board Member has a burden of presenting the facts and sufficient proof.

On the basis of the facts presented so far, the Company assumes that even if legal proceedings are pursued, Dr. Müller is unlikely to be successful in disputing that the necessary approvals of the Supervisory Board concerning the compensation packages granted by him were not obtained and breaches of duty have therefore taken place. Dr. Müller may have subjectively acted in the interest of the

Company because he was implementing the adopted restructuring of the SURTECO Group with associated changes in human resources and he wanted to retain the three managing directors within the SURTECO Group. This did not however release him from the duty to have the compensation packages approved by the Supervisory Board. As far as the cases of Betzler and Bruns are concerned, it is obvious that the necessary approval by the Supervisory Board was lacking. In the case of Mr. Schulte, Dr Müller based his actions on a budget presented to the Supervisory Board, but this was only intended to be interpreted as a forecast based on unchanged business development and did not make provision for any fixed remuneration for a managing director. The Supervisory Board and its external advisors are therefore of the opinion that there are breaches of duty. The same applies to the additional element of culpability, owing to the fact that § 93 Section (2) Sentence 2 Stock Corporation Act (Aktiengesetz, AktG) situates discharge within the sphere of the Member of the Management Board. Up to now, Dr. Müller has not put forward any facts that could exclude culpability.

The situation is somewhat different when the issue is about proving a loss and an alternative causal course that may have to be taken into account. In the view of the Supervisory Board and its external advisors, legal and factual uncertainties would come into play if the legal dispute were to be continued, in particular with respect to the amount of loss incurred and the outcome of any submission of evidence by witnesses or experts. A continuation of the court proceedings would therefore also be associated with significant litigation risk for the Company. This particularly affects the issue as to whether the costs that would have been incurred by the companies if the Managing Directors had continued in their previous positions without any change already impact on the amount of the loss or whether they should perhaps be taken into account as an alternative loss scenario. The Company believes that an alternative loss scenario of this nature is less likely in the cases of Schulte and

Bruns. However, matters could be different in the case of Betzler, who was previously active in Australia and there earned a significantly higher salary than that offered to him for his future activity at SURTECO GmbH in Germany. Mr. Betzler would likely have remained in Australia if there had not been an agreement about his conditions. At least the Company is not aware of any other indications to the contrary. He would then have continued to earn the significantly higher Australian salary. Although Dr. Müller has not yet provided details in his submission on the amount of loss and any alternative causal progression, he could supply these as the proceedings move forward and present evidence, e.g. from expert witnesses. The court could then order evidence to be taken where the outcome would be open and fraught with risks for the Company.

Against this background, a continuation of the legal dispute is not in the best interest of the Company. This is already evident from the fact that a continuation of the legal dispute would involve significant time and expenditure. It would result in a series of court cases in which many of the previously unresolved issues would have to be decided. There is no way of predicting the decisions a court might reach on these issues. In particular, the result of any evidence taken, notably in the case of expert evidence, is by no means foreseeable. It should be taken into account here that Dr. Müller disputes both the existence of any breach of duty and the amount of loss, and furthermore that he would be able to make additional submissions of the facts, in particular in relation to the amount of the loss and to possible alternative courses of the events. Against this background, a continuation of the proceedings would likely be associated with significant procedural risks, high costs and potentially also enhanced media interest with the risk of reputational damage in the public domain. Furthermore, a continuation of the proceedings would entail personnel and financial resources of the Company being tied up for a considerable period of time that could be more effectively deployed

on other matters. This applies on the one hand to the costs for external legal advisors, who generally charge on the basis of time in cases of corporate litigation of this nature, and the costs incurred would only be reimbursable in the amount of remuneration pursuant to legislation relating to legal fees even if the outcome of the proceedings were positive in our favour. Moreover, this also applies to the employees of the Company who would have to take part in assembling the facts of the case in relation to any further submission of evidence and future hearings. If the proceedings were continued, additional court costs would be incurred along with the costs of any expert witnesses. These costs would account for a significant proportion of the amount realized through offsetting in order to settle the claim.

If the proceedings were to be continued, a decision by the District Court (Landgericht) Augsburg would be unlikely to be handed down before 2024. If, on the other hand, an appeal were to be lodged with the Higher District Court (Oberlandesgericht) in Munich, the proceedings would be further extended until a legally binding judgement was given. This matter could not be concluded in the short term. The discharge of Dr. Müller for the last year of his activity in the Company would then once again have to be postponed in the Annual General Meetings to be held in the coming years until a legally binding judgement was handed down to bring the proceedings to a conclusion. This would be accompanied by recurring explanations and deliberations at the Annual General Meeting.

The amount agreed in the settlement agreement with Dr. Müller is almost equal to half of the sum claimed by him in the lawsuit. Nevertheless, when set against the background of the risks, costs and duration of the legal proceedings set out above with an uncertain outcome, this conclusion to the matter appears to be justifiable in commercial terms. This is particularly the case since a substantial proportion of the risk lies in the higher salary earned by Mr. Betzler in Australia, which might conceivably be taken into account to

reduce the loss if proceedings were to be continued. Even if the amount claimed were to be divided equally, Dr. Müller would not only participate symbolically but also substantially with his private assets in the risks of a continuation of the proceedings and in losses to the Company. The amount of the bonus which Dr. Müller is relinquishing with the settlement agreement significantly exceeds the amount of the mandatory excess (deductible) for D&O insurance policies (10% of the loss) defined in § 93 Section (2) Sentence 3 Stock Corporation Act (Aktiengesetz, AktG). Any impression that the Company is willing to accept breaches of duty on the part of its Board Members without any form of sanction is therefore counteracted from the outset.

Dr. Müller was a Member of the Management Board of the Company and its predecessor companies for an uninterrupted period from 2001 to 2019. He was discharged by the Annual General Meeting in each business year prior to 2019. Bearing the loss in almost equal half shares seems to be reasonable and appropriate also against the background of his longstanding, loyal service for the Company.

D&O insurance

The Company has informed the D&O insurer about the lawsuit and the facts of the case. The D&O insurer has not yet made a statement on its position. The Company assumes that submitting any claim for compensation from the insurance policy would be subject to considerable uncertainties. On the one hand, the insurer might well make a benefit dependent on following through with the court proceedings and withhold its agreement to a settlement. As a result of this, the purpose of the settlement directed towards bringing about an end to the legal dispute in short order would not be achieved. The legal dispute would then have to be continued with the risks and disadvantages outlined above. Moreover, the insurer could possibly raise the objection that the breaches of duty by Dr. Müller were knowingly carried out in good faith because Dr. Müller was aware of the burden of

consent for the Management Board (and had obtained consent in other comparable cases). This would exclude any liability under the D&O insurance on the basis of the terms and conditions of the insurance policy. Even if the situation were viewed from a different perspective, any claims made against the insurer would in the first instance have to be asserted – this might in turn involve court action, with lengthy proceedings, procedural risks, costs and an uncertain result. The Company believes that the advantage of a rapid, cost-effective end to the proceedings therefore outweighs disadvantages of continuing the legal proceedings, even if no benefits under the D&O policy are claimed.

Summary and recommendation

The Supervisory Board and the Management Board are of the opinion that the conclusion of the settlement agreement is in the interest of the Company. The settlement agreement enables a full and final settlement of the legal dispute against payment of the aforementioned amount short term. If the legal dispute were to be continued, there would by contrast be considerable litigation risks. The Company would be exposed to a lengthy legal dispute entailing an uncertain outcome. It would be burdened with substantial further costs. It is uncertain whether the D&O insurance would be triggered and this matter would similarly very likely only be clarified after a lengthy legal dispute that would be fraught with uncertainty and would involve additional costs. After weighing up all the opportunities and risks, the Supervisory Board and Management Board are therefore of the opinion that the settlement agreement concluded represents the most favourable solution for the Company in view of all the economic considerations.

The Supervisory Board and the Management Board propose that the Annual General Meeting therefore pass a resolution indicating their agreement to the settlement agreement.

Annex 2 to Agenda Item 7

Name	Andreas Engelhardt
Born	1960
Nationality	German
Residence	Bielefeld



Professional career

1977 – 1980	Training as an Industrial clerk (DEVALIT) and then Military service
1980 - 1993	DEVALIT, Wuppertal in various positions, followed by leadership functions
1993 - 2001	illbruck-Gruppe, Leverkusen, Managing Director of various individual companies in Germany and abroad. For illbruck Automotive and illbruck construction products. Co-managing Director of the holding of Division illbruck Bauprodukte International
2001 - 2002	HP Chemie Pelzer GmbH, Witten, Automotive supplier Interim-managing Director Sales and Marketing
2002 - 2005	Bürger Aktiengesellschaft, Hildesheim Member of the Managing Board since 2003 Chairman of the Managing Board
2005 – 10/ 2012	William Prym GmbH & Co. KG/ William Prym Holding GmbH, Stolberg Chairman of the Board of Management
Oktober 2012	Chairman of the Board of Management of Schüco International KG, Bielefeld
seit September 2014	General partner of Schüco International KG

Andreas Engelhardt is Chairman of the Supervisory Board of BDO AG, Hamburg, Member of the Supervisory Board of Saint Gobain ISOVER, Ludwigshafen, and member of the Advisory Board of Deutsche Bank, Bielefeld. Andreas Engelhardt is member of the Executive Committee and the Board of Trustees of the Stiftung Klimawirtschaft and member of the Executive Committee of the ZIA (German Property Federation).

Annex 3 to Agenda Item 8

Compensation report

This report describes the compensation system for the Management Board and the Supervisory Board and provides information on the remuneration granted and owed for each individual current or former member of the Management Board and Supervisory Board of SURTECO GROUP SE in the business year 2022 pursuant to § 162 Stock Corporation Act (AktG). The compensation system approved by the Annual General Meeting held on 23 June 2021 and amended by the Annual General Meeting held on 7 June 2022 pursuant to § 87a Stock Corporation Act (AktG) is published on the company's website. The compensation system is to be applied from the day of approval by the Annual General Meeting. The existing contracts of service of the Management Board will not be affected. Insofar, this report describes the remuneration for the Management Board that has applied to date with the then valid contracts of service for the Board Members Wolfgang Moyses and Manfred Bracher, and the remuneration for the Management Board in accordance for the approved compensation system for the Board Member Andreas Pötz (appointment on 1 April 2022). Furthermore, this report provides information about the remuneration for the Supervisory Board in accordance with the Articles of Association of the company in the version of the resolution passed by the Annual General Meeting held on 2 October 2020. This report was prepared pursuant to § 162 Stock Corporation Act (AktG) by the Management Board and the Supervisory Board and will be submitted to the next ordinary Annual General Meeting for approval. On the basis of the high approval rate of 96.9% of the Annual General Meeting for the compensation system and for the last compensation report (97.0 %), no amendments were carried out.

Compensation for Members of the Management Board

Definition and review of the compensation structure

The compensation structure and the level of compensation for the Members of the Management Board Wolfgang Moyses and Manfred Bracher are defined in accordance

with the contracts of service currently valid for the Management Board on the basis of the proposal of the Supervisory Board's Personnel Committee and are regularly reviewed. The existing compensation system guarantees a level of remuneration appropriate to the activity and responsibility of the Members of the Management Board. Alongside the functions of the individual Members of the Management Board and their personal performance, further factors taken into account include the economic situation, the success and future prospects of the company, and the commensurate nature of the compensation in view of the comparative environment and the compensation structure otherwise applicable within the SURTECO Group.

The compensation structure and the level of compensation for the Member of the Management Board Andreas Pötz is based on the approved compensation system of the company.

The compensation systems are described below for the reporting year under review

Compensation elements

The total cash compensation for all Members of the Management Board is comprised of a fixed compensation (basic salary) that is independent of any performance element and a performance-based variable component (bonus). The compensation for Members of the Management Board also includes non-cash benefits and other payments. None of the Members of the Management Board has undertaken separately remunerated functions as governance officers at the consolidated subsidiary companies.

Basic salary

The relevant basic salary of all the Members of the Management Board is paid in equal monthly amounts. In the business year 2022, it amounts to € 550,000 p.a. for Board Member Wolfgang Moyses and € 300,000 p.a. for Board Members Manfred Bracher and Andreas Pötz.

Bonus for Wolfgang Moyses and Manfred Bracher

The currently applicable contracts of service for Board Members provide for variable remuneration (bonus), which the Supervisory Board defines at its discretion on the basis of the consolidated result before tax (EBT) – adjusted by additions/curtailments to be carried out as appropriate – in accordance with IFRS taking account of the return on sales (degression of the bonus with a return on sales of less than 5 %). The contracts provide for a discretionary bonus of 4 % of EBT for Chairman of the Management Board Mr. Wolfgang Moyses and a discretionary bonus of 2.5 % of EBT for Mr. Manfred Bracher (from 2022 of 3.0 %). When calculating the bonus granted, the basic salary paid out in the respective business year is deducted from the discretionary bonus. The correlation with sustainable company performance over the long term and a basis of assessment over several years pursuant to § 87 (1) sentences 2 and 3 Stock Corporation Act (AktG) are guaranteed by the fact that 75 % of the bonus for the affected business year is paid in the following year (one-year variable compensation) and 25 % is retained without payment of interest. The retained 25 % is only paid out after three years (reference period), and it is decreased or increased proportionately as a percentage if the average bonus of the last three business years falls short of, or exceeds, the bonus of the third and last business year (multi-year variable remuneration). The retention cannot be a negative value. If a loss in the previous year has already reduced the basis of assessment of the bonus, no retention is made. The motivation for increasing corporate value is mainly based on the multi-year alignment of the bonus which is linked to the company's EBT and the return on sales.

Sample calculation for one-year and multi-year variable remuneration

€ 000s	BY 1	BY 2	BY 3	BY 4
Total bonus granted	1,000	1,200	900	1,500
- of which 75% payout	750	900	675	1,125
- of which 25% retention	250	300	225	375

Payout of long-term component (average bonus for the past three BYs 1-3 = 1,033). Exceeds bonus of BY1 by 3.3%. Retained share of BY 1 is increased by 3.3%.	-	-	-	258
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If a Board Member steps down from their office, the contracts of service make provision that the Board Member either (i) waits for the regular calculation of the retention after expiry of the reference period or (ii) the retention can be paid out with a flat-rate deduction of 10 % – the latter with the provision that the amount paid out may not be higher than the amount which was calculated for the last reference period. The retained 25 % of the retention will be paid out through the regular settlement of the retention after expiry of the reference period for the former Member of the Management Board Dr.-Ing Herbert Müller (until 30 September 2019). Since the company has asserted claims against Mr. Müller pursuant to § 93 (2) Stock Corporation Act (AktG), the company declared that these claims were being offset with bonus claims by Mr. Müller. Meanwhile, Dr. Müller has asserted a claim for payment of bonuses. The litigation has not yet been concluded.

Bonus for Andreas Pötz

In accordance with the defined compensation system, the level of the bonus of Mr. Andreas Pötz depends on the achievement of defined goals, which are set by the Supervisory Board in advance each year for the respective following business year. These are as follows (in each case related to the Group)

- the attainment of a defined EBITDA,,
- the attainment of a defined Free Cash Flow (FCF),
- strategic targets and
- sustainability goals.

The relevant consolidated financial statements for the company approved by the Management Board and the Supervisory Board form the basis for the attainment

of a defined EBITDA and a defined FCF. The Supervisory Board defines strategic targets and sustainability goals at its due discretion. It also determines which key figures, reports or other documents or information form the basis for the relevant target attainment.

The following percentages apply to the weighting of the individual targets for the total bonus:

- Attainment of a defined EBITDA: 70 %
- Attainment of a defined FCF: 10 %
- Strategic targets: 10 %
- Sustainability goals 10 %

The Supervisory Board is authorized within the framework of its due discretion to increase or decrease the weighting in deviation from the above-mentioned percentages and if the targets are attained for EBITDA and FCF on the basis of extraordinary influences, e.g. the effects of company acquisitions and restructuring. The baseline for calculating the variable remuneration for Mr. Andreas Pötz is a total amount of € 700,000.00, (standard amount) which applies for the target attainment of 100 % of all goals.

If the target is exceeded, the pro rata amount increases by 1.25 % of the difference between the target amount and the actual amount of target attainment.

If the target is not met, the pro rata standard amount is reduced by 0.63 % of the difference between the target amount and the actual amount of target attainment.

Target bonus for 100 % target attainment of all goals:

Target	Target attainment	Weighting	Amount
€			
EBITDA	100%	70%	490,000
Free cash flow	100%	10%	70,000
Strategic targets	100%	10%	70,000
Sustainable goals	100%	10%	70,000
Total		100%	700,000

Sample calculation of the bonus for agreed EBITDA target of € 119,900,000 and actual EBITDA of € 85,000,000 (100 % target attainment of all other targets):

The difference between agreed EBITDA and actual EBITDA = € 34,900,000. Of which 0.63 % = € 219,870. € 490,000 (target amount) – € 219,870 (reduction owing to shortfall) = bonus of € 270,130.

Target	Target attainment	Weighting	Amount
€			
EBITDA	71%	70%	270,130
free cash flow	100%	10%	70,000
Strategic targets	100%	10%	70,000
Sustainable goals	100%	10%	70,000
Total		100%	480,130

In the case of targets that do not have a mathematical derivation, the Supervisory Board determines the degree of target attainment and the resulting increase or decrease in variable remuneration at its due discretion.

The focus on sustainable and long-term corporate development and a multi-year assessment basis is calculated using the same method referred to above, with the difference that in the case of Mr. Andreas Pötz an amount of 50 % of the bonus is paid out in the following business year (one-year variable remuneration) and an amount of 50 % of the bonus is paid out after three years, and furthermore reduced or increased as a percentage if the average bonus for the last three business years (reference period) falls below or exceeds the bonus for the third and last business year (multi-year variable remuneration).

When a Board Member steps down from their office, the contract of employment stipulates that Mr. Andreas Pötz either (i) waits for the regular settlement of the retention after the end of the reference period or (ii) has the retention paid out with a flat-rate deduction of 10 % with the condition that the payout amount may not be higher than the amount that resulted for the last reference period.

Non-cash benefits and other payments

The Members of the Management Board receive fringe benefits in the form of non-cash benefits that fundamentally entail values to be recognized from the tax guidelines for use of a company car and various insurance premiums. Mr. Wolfgang Moyses receives an allowance amounting to € 300,000 p.a. for his retirement provision, which is paid to an external welfare fund. The reinsurance policy is pledged. There are no further obligations or risks for the company beyond the payment of the amounts for the welfare fund.

Maximum compensation

The currently applicable contract of service provides for an upper limit of bonus for the Chairman of the Management Board, Mr. Wolfgang Moyses, with a total amount of € 1,500,000 p.a. The basic salary is fixed at € 550,000, which also defines the upper limit for the basic salary. The allowance for his retirement pension is fixed at € 300,000, which also defines the upper limit. There is no agreed upper limit for fringe benefits.

The basic salary for Mr. Manfred Bracher is fixed at € 300,000, which also defines the upper limit for the basic salary. The currently valid contract of service provides for a maximum remuneration for basic salary including bonus totalling € 1,000,000 p.a. There is no agreed upper limit for fringe benefits.

The basic salary for Mr. Andreas Pötz is fixed at € 300,000 p.a., which is also defined as the upper limit for the basic salary. The total remuneration (fixed salary, variable remuneration and fringe benefits) must not fall below an amount of € 600,000. The maximum compensation for basic salary, variable remuneration and fringe benefits is € 1,250,000.

D&O insurance

A Directors' and Officers' Liability Insurance ("D&O" insurance) is provided for the Members of the Management Board. Pursuant to the requirements of § 93 (2) Sentence 3 of the Stock Corporation Act (AktG), the excess (deductible) amounts to 10 % of the loss or damage up to an amount of one and a half times the fixed annual compensation of the Board Member.

Payments by third parties

During the business year under review, no Member of the Management Board received payments or equivalent plan benefits from third parties (including companies with which the SURTECO Group maintains business relations) in relation to their activity as a Member of the Management Board.

Loans to Members of the Management Board

During the period under review, no advances or loans were granted to Members of the Management Board of SURTECO GROUP SE.

Benefits for premature termination of employment

The contracts of service for the Members of the Management Board automatically come to an end when the period of appointment for the relevant Member of the Management Board is concluded. If the appointment of a Member of the Management Board is revoked during the term of their contract of service, the Board Member affected can be placed on administrative leave for the remaining term of the contract and the compensation will continue to be paid. In each case, notice of termination can be served on the contracts of service by both sides for good cause. If a Member of the Management Board is temporarily incapacitated and unable to work, the basic salary will continue to be paid in the case of Mr. Wolfgang Moyses for a period of up to twelve months and in the case of Mr. Manfred Bracher and Mr. Andreas Pötz up to six months. If death occurs during the period of the employment relationship, the heirs of the relevant Board Member have the right to continued payment of the basic salary for the month in which death occurs and for a further six months. The contracts of service for the Members of the Management Board do not include any benefits for the eventuality of a premature termination in the event of a change of control (Change of Control clause).

Compensation granted and due

The following table shows the remuneration granted and owed to each individual member of the Management Board in the business year 2022 (inflows) as well as the non-cash and other remuneration for the business

year 2022. According to the provisions of § 162 Stock Corporation Act (AktG), amounts must be recognised as granted and owed remuneration which were already due in the reporting period and paid to the individual Member of the Management Board or for which the payment due has not yet been made. The information on the remuneration granted and owed is in each case divided into fixed and variable remuneration components and supplemented by non-cash and other payments.

The EBT in the business year 2021 was € 000s 69,970. Insofar, the bonus for Mr. Wolfgang Moyses (discretionary bonus of 4 % of EBT less basic salary for 2021 of € 000s 550) amounts to a total of € 000s 2,249, which would exceed the bonus upper limit. The bonus was therefore defined at a total of € 000s 1,500. The one-year variable remuneration of € 000s 1,125 was paid out in the business year 2022 and € 000s 375 was deposited in the bonus bank

for the multi-year variable remuneration. Mr. Wolfgang Moyses was also awarded a one-off payment of € 000s 450 for the business year 2021. The bonus for Mr. Manfred Bracher (discretionary bonus of 2.5 % less basic salary in 2021 of € 000s 300) of EBT amounted to a total of € 000s 1,449 for 2021. This amount would exceed the maximum remuneration of € 000s 1,000 for the basic amount and bonus. Insofar, the bonus was defined accordingly at € 000s 700, of which the one-year variable remuneration of € 000s 525 was paid out in the business year 2022 and € 000s 175 was placed in the bonus bank for the multi-year variable remuneration. The return on sales was 9.2 % in 2021.

In the business year 2022, no bonus was paid out for Mr. Andreas Pötz in accordance with the contract of service for the Management Board since this bonus for the business year 2022 will only take place in 2023.

Granted and owed remuneration (inflow)	Wolfgang Moyses Chairman of the Management Board		Manfred Bracher Member of the Management Board		Andreas Pötz Member of the Management Board since 1 April 2022	
	€ 000s	2022 in %	2022	2022 in %	2022	2022 in %
Fixed remuneration	550	22	300	35	225	92
Fringe benefits	21	1	26	3	19	8
Total	571	23	326	38	244	100
Single-year variable remuneration (75 %) (granted for the business year 2021 and paid out in 2022)	1,125	46	525	62	-	-
Multi-year variable remuneration (25 %) (Attainment of target depends on the average bonus for the past three years)	-	-	-	-	-	-
One-off payment	450	18	-	-	-	-
Total	2,146	88	851	100	244	100
Pension expenses	300	12	-	-	-	-
Total remuneration	2,446	100	851	100	244	100

Compliance with remuneration upper limits

In accordance with the currently valid contracts for the Management Board, the upper remuneration limits are observed in the year of granting the bonus.

The maximum remuneration for Mr. Bracher is a total of € 1,000,000 p.a. for the basic salary and the variable remuneration. This amount was not exceeded when the bonus amounting to € 000s 700 was granted in the business year 2021 and a fixed salary of € 000s 300 in the business year 2021.

A maximum limit for the bonus of € 1,500,000 p.a. applies for Mr. Moyses. This amount was not exceeded when the bonus amounting to € 000s 1,500 was granted for the business year 2021.

The maximum remuneration for Mr. Pötz amounts to a total of € 1,250,000 p.a. for the basic remuneration and the variable remuneration. Since only basic remuneration of € 000s 225 was earned in the business year 2022 on the basis of the contract for the Management Board, the maximum remuneration was not exceeded.

Compensation for Members of the Supervisory Board

Compensation elements

The compensation for Members of the Supervisory Board is regulated in § 12 of the Articles of Association. In accordance with the valid Articles of Association on 31 December 2021, the Members of the Supervisory Board received in the business year 2022, apart from reimbursement of their expenses, compensation payable after the resolution on the appropriation of the profit was passed by the Annual General Meeting in 2022. The basic remuneration is € 400.00 per eurocent dividend per share for the year for which compensation is paid, but a minimum of € 18,000. If the dividend exceeds 90 eurocents per share, the compensation per eurocent shall only be € 200.00 for the part of the dividend which exceeds 90 eurocents. The Annual General Meeting held on 7 June 2022 passed a resolution approving a dividend of € 1.00. The basic remuneration is paid pro rata if a member joins or leaves the Supervisory Board during the course of the year. The compensation increases by a factor of two times for the Chairman of the Supervisory Board and by

one and a half times for each substitute chairman. The members of the Audit Committee also receive a further remuneration amounting to a total of up to € 40,000.00 annually. The Supervisory Board decides on the amount and allocation of this further remuneration based on the proposal by the Audit Committee, at their discretion taking into account the time taken by each of the members of the Audit Committee to carry out their functions.

The payout in 2022 relates to the activity of the Supervisory Board in 2021. The payout of fixed remuneration for the Supervisory Board in accordance with the valid Articles of Association from 1 January 2022 will be made in the business year 2023.

D&O insurance

A Directors' & Officers' liability insurance for purely financial losses ("D&O" insurance) is provided for Members of the Supervisory Board.

Other benefits

Members of the Supervisory Board receive no other amounts in remuneration above the compensation presented above or any other benefits for personally provided services, in particular for consultancy or mediation services.

Loans to Members of the Supervisory Board

During the period under review, no advances or loans were granted to Members of the Supervisory Board of SURTECO GROUP SE.

Compensation granted and due (inflow) for Members of the Supervisory Board 2022

in €	Total	Basic remuneration	in %	Remuneration for activities on the Audit Committee	in %
Andreas Engelhardt Chairman	85,000	76,000	89.4	9,000	10.6
Tim Fiedler Deputy Chairman	50,900	50,900	100.0	-	-
Tobias Pott Vice Chairman	66,000	57,000	86.4	9,000	13.6
Jens Krazeisen	38,000	38,000	100.0	-	-
Dirk Mühlkamp from 1 September 2021	12,700	12,700	100.0	-	-
Jochen Müller	47,000	38,000	80.9	9,000	19.1
Jan Oberbeck from 12 April 2021	27,500	27,500	100.0	-	-
Thomas Stockhausen	38,000	38,000	100.0	-	-
Jörg Wissemann	47,000	38,000	80.9	9,000	19.1
Dr. Christoph Amberger until 8 April 2021 Deputy Chairman	15,300	15,300	100.0	-	-
Heinz-Dieter Stöckler until 23 June 2021	18,800	18,800	100.0	-	-
Summe	446,200	410,200		36,000	

Development of the remuneration for the Management Board and the Supervisory Board in relation to the remuneration of the workforce and the income performance of the company

The following table provides information about the annual change in remuneration of the current and former Board Members, the remuneration for the rest of the workforce and the income performance of the company. The income performance of the company is presented on the basis of the key performance indicators of the Group, sales and earnings before financial result and income tax (EBIT) and the annual result of SURTECO GROUP SE pursuant

to § 275 (2) No. 17 German Commercial Code (HGB). The average remuneration of the entire workforce in Germany is used to show the average remuneration of the employees on a full-time equivalent basis. Use was made of the transitional regulation pursuant to § 26j of the Introductory Act (Einführungsgesetz) to the Stock Corporation Act (Aktiengesetz).

Comparison of annual change pursuant to § 162 (1) No.2

Annual change in %	2021 compared with 2020	2022 compared with 2021
Remuneration for the Management Board		
Wolfgang Moyses	+105	+38
Manfred Bracher	+146	+18
Andreas Pötz	-	-
Remuneration for the Supervisory Board		
Andreas Engelhardt	+79	+40
Tim Fiedler	+720	+59
Tobias Pott	+186	+47
Jens Krazeisen	+78	+19
Dirk Mühlkamp (from 1 September 2021)	-	-
Jochen Müller (from 2 October 2020)	-	+303
Jan Oberbeck (from 12 April 2021)	-	-
Thomas Stockhausen	+78	+19
Jörg Wissemann	+161	+15
Heinz-Dieter Stöckler (until 23 June 2021)	+96	-41
Christoph Amberger (until 8 April 2021)	+78	-68
Income performance		
Group sales	+21	-1
Group EBIT	+57	-45
Annual result for SURTECO GROUP SE	+27	-59
Workforce		
Total workforce in Germany	+8	-5

Report of the independent auditor on the formal audit of the remuneration report pursuant to § 162 Abs. 3 AktG

To SURTECO GROUP SE, Buttenwiesen

Opinion

We have formally audited the remuneration report of the SURTECO GROUP SE , Buttenwiesen, for the financial year from January 1 to December 31, 2022 to determine whether the disclosures pursuant to § [Article] 162 Abs. [paragraphs] 1 and 2 AktG [Aktiengesetz: German Stock Corporation Act] have been made in the remuneration report. In accordance with § 162 Abs. 3 AktG, we have not audited the content of the remuneration report.

In our opinion, the information required by § 162 Abs. 1 and 2 AktG has been disclosed in all material respects in the accompanying remuneration report. Our opinion does not cover the content of the remuneration report.

Basis for the opinion

We conducted our formal audit of the remuneration report in accordance with § 162 Abs. 3 AktG and IDW [Institut der Wirtschaftsprüfer: Institute of Public Auditors in Germany] Auditing Standard: The formal audit of the remuneration report in accordance with § 162 Abs. 3 AktG (IDW AuS 870). Our responsibility under that provision and that standard is further described in the "Auditor's Responsibilities" section of our auditor's report. As an audit firm, we have complied with the requirements of the IDW Quality Assurance Standard: Requirements to quality control for audit firms [IDW Qualitätssicherungsstandard - IDW QS 1]. We have complied with the professional duties pursuant to the Professional Code for German Public Auditors and German Chartered Auditors [Berufssatzung für Wirtschaftsprüfer und vereidigte Buchprüfer - BS WP/vBP], including the requirements for independence.

Responsibility of the Management Board and the Supervisory Board

The management board and the supervisory board are responsible for the preparation of the remuneration report, including the related disclosures, that complies with the requirements of § 162 AktG. They are also responsible for such internal control as they determine is necessary to enable the preparation of a remuneration report, including the related disclosures, that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities

Our objective is to obtain reasonable assurance about whether the information required by § 162 Abs. 1 and 2 AktG has been disclosed in all material respects in the remuneration report and to express an opinion thereon in an auditor's report.

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

Munich, 13 April 2023

**PricewaterhouseCoopers GmbH
Wirtschaftsprüfungsgesellschaft**

Jürgen Schumann
Wirtschaftsprüfer
(German Public Auditor)

Dietmar Eglauer
Wirtschaftsprüfer
(German Public Auditor)

Privacy Notice

[Duty to inform in accordance with Articles 13 and 14 GDPR]

In order to conduct the Annual General Meeting, SURTECO GROUP SE processes the following categories of your personal data: contact data (e.g. name or address), information about your shares (e.g. number of shares) and administrative data (e.g. admission card number). The basis for processing personal data for the Annual General Meeting is Article 6 Section (1) (c) General Data Protection Regulation (GDPR). In accordance with this, processing personal data is lawful when processing is required to comply with a legal obligation. SURTECO GROUP SE is legally obliged to conduct the shareholders' Annual General Meeting. Processing of the above categories of personal data is necessary to comply with this duty. You may not register to attend the Annual General Meeting without disclosing your personal data.

SURTECO GROUP SE is responsible for processing these data. The controller's contact details are as follows:

SURTECO GROUP SE
Johan-Viktor-Bausch-Str. 2
86647 Buttenwiesen
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Phone +49 (0) 8274 9988 0
Email: info@surteco-group.com

The SURTECO GROUP SE data protection officer can be contacted at:

SURTECO GROUP SE
Datenschutzbeauftragter
Johan-Viktor-Bausch-Str. 2
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Phone: +49 (0) 8274 / 99 88 0
Email: datenschutz@surteco-group.com

As a matter of principle your personal data shall not be disclosed to third parties. By way of exception, third parties commissioned by SURTECO GROUP SE to provide services related to holding the Annual General Meeting will have access to these data. These are typical service providers for Annual General Meetings (such as agencies, solicitors or auditors providing services for Annual General Meetings). The service providers receive personal data only to the extent required to provide their service. Data are also passed on if there are statutory obligations to forward data.

The aforementioned data shall be erased two years from the conclusion of the Annual General Meeting unless further processing of the data is required in individual cases to process submissions, resolutions or legal proceedings related to the Annual General Meeting.

You are entitled to request information free of charge about your personal data that have been stored. In addition, you have the right to rectification of incorrect data, the right to demand restriction of the processing of data processed beyond a minimum, and the right to erasure of personal data which have been unlawfully processed or stored for too long (provided that no conflicting duty of retention and no other grounds in accordance with Article 17 Section (3) GDPR exist). Furthermore, you have the right to have all the data, which you have disclosed to us, transmitted in standard file format (right to data portability). Moreover, you have the right to lodge a grievance with a data protection regulatory authority.

The competent data authority is:

Bayerisches Landesamt für Datenschutzaufsicht
Promenade 27 (Schloss), 91522 Ansbach, Germany
Phone: +49 (0) 981/53-1300, Fax: +49 (0) 981/53-5300
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