

Independent Assurance Report¹

To Vitesco Technologies Group Aktiengesellschaft, Regensburg

We have performed an independent limited assurance engagement on selected environmental indicators disclosed in the Sustainability Report 2023 for the business year from January 1 to December 31, 2023 (hereinafter “Sustainability Report”), of Vitesco Technologies Group Aktiengesellschaft, headquartered in Regensburg (hereinafter “Vitesco Technologies”).

The following selected environmental indicators of the Report are included in the scope of the assurance engagement:

- Further indirect upstream and downstream GHG emissions according to the Corporate Value Chain (Scope 3) Accounting and Reporting Standard by the Greenhouse Gas (GHG) Protocol for the following reported categories:
 - Purchased goods and services,
 - Capital goods,
 - Fuel and energy related activities (not included in Scopes 1 or 2),
 - Upstream transportation and distribution,
 - Waste generated in operations,
 - Business travel,
 - Employee commuting,
 - Upstream leased assets,
 - Downstream transportation and distribution,
 - Processing of sold products,
 - Use of sold products,
 - End-of-life treatment of sold products,
 - Downstream leased assets,
 - Franchise and
 - Investments in thousands of t CO₂e
- Energy reduction achieved from efficiency projects; in GWh
- CO₂e emissions intensity (Scopes 1-3 location- and market-based) in kg CO₂e per EUR

Management’s Responsibility

The Management of Vitesco Technologies Group Aktiengesellschaft is responsible for the preparation of the selected environmental indicators in the Sustainability Report 2023 in accordance with the reporting criteria. Vitesco Technologies applies the principles and disclosure standards specified in the Corporate Value Chain (Scope 3) Accounting and Reporting Standard of the Greenhouse Gas Protocol Initiative of the World Resources Institute and the World Business Council for Sustainable Development (WBCSD). For the reporting of energy reduction achieved from efficiency projects Vitesco Technologies applies its own reporting criteria.

¹ Our engagement applied to the German version of the Report. This text is a translation of the Independent Assurance Report issued in German language, whereas the German text is authoritative.

The responsibility of the Management includes the selection and application of appropriate methods to prepare the selected environmental indicators and the use of assumptions and estimates for individual qualitative and quantitative disclosures, which are reasonable under the circumstances. Furthermore, this responsibility includes internal controls relevant for the preparation of selected environmental indicators in the sustainability report in a way that is free from material misstatement, whether due to fraud (i.e., fraudulent sustainability reporting) or error.

Independence and Quality Assurance of the Assurance Practitioner

We have complied with the independence and quality assurance requirements set out in the national legal provisions and professional pronouncements, in particular the Professional Code for German Public Auditors and Chartered Accountants (in Germany) and the quality assurance standard of the Institute of Public Auditors in Germany (Institut der Wirtschaftsprüfer, IDW) regarding quality assurance requirements in audit practice (IDW QMS 1 (09.2022)).

Responsibility of the Assurance Practitioner

Our responsibility is to express a conclusion with limited assurance on the selected environmental indicators in Vitesco Technologies' sustainability report 2023 based on our assurance engagement.

We conducted our assurance engagement in accordance with the International Standard on Assurance Engagements (ISAE) 3000 (Revised): "Assurance Engagements Other than Audits or Reviews of Historical Financial Information" and the International Standard on Assurance Engagements (ISAE) 3410: "Assurance Engagements on Greenhouse Gas Statements" published by the IAASB. These standards require that we plan and perform the assurance engagement to obtain limited assurance about whether any matters have come to our attention that cause us to believe that the selected environmental indicators for the business year from January 1 to December 31, 2023, have not been prepared, in all material respects, in accordance with the reporting criteria. In a limited assurance engagement, the procedures performed are less extensive than in a reasonable assurance engagement and accordingly, a substantially lower level of assurance is obtained. The selection of the assurance procedures is subject to the professional judgment of the assurance practitioner.

In the course of our assurance engagement we have, among other things, performed the following assurance procedures:

- A risk assessment, including a media analysis, of relevant information about Vitesco Technologies' sustainability performance during the reporting period.
- Evaluation of the design and implementation of the systems and processes for the collection, processing and control of selected environmental indicators, including the consolidation of the data.
- Inquiries of personnel on group level responsible for determining and performing internal control procedures and consolidating the data for the selected environmental indicators.
- An analytical review of the data and trend explanations submitted by all sites for consolidation at group level.
- Evaluation of selected internal and external documentation.
- Assessment of the overall presentation of the selected environmental indicators disclosed in the Sustainability Report, including accompanying explanations.

Assurance Opinion

Based on the assurance procedures performed and the evidence obtained, nothing has come to our attention that causes us to believe that the selected environmental indicators disclosed in the Sustainability Report for the business year from January 1 to December 31, 2023 are not prepared, in all material respects, in accordance with the reporting criteria.

Restriction of Use/Clause on General Engagement Terms

This assurance report is solely addressed to Vitesco Technologies Group Aktiengesellschaft, Regensburg. We assume no responsibility with regard to any third parties.

Our assignment for Vitesco Technologies Group Aktiengesellschaft, Regensburg, and professional liability is governed by the General Engagement Terms for Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften (German Public Auditors and Public Audit Firms) (Allgemeine Auftragsbedingungen für Wirtschaftsprüfer und Wirtschaftsprüfungsgesellschaften) in the version dated January 1, 2017 (https://www.kpmg.de/bescheinigungen/lib/aab_english.pdf). By reading and using the information contained in this assurance report, each recipient confirms having taken note of the provisions of the General Engagement Terms (including the limitation of our liability for negligence to EUR 4 million as stipulated in No. 9) and accepts the validity of the attached General Engagement Terms with respect to us.

Munich, March 12, 2024

KPMG AG
Wirtschaftsprüfungsgesellschaft
[Original German version signed by:]

Stauder
Wirtschaftsprüfer
[German Public Auditor]

ppa. Mathias

Appendices

Selected environmental indicators in the Sustainability Report 2023
of Vitesco Technologies Group Aktiengesellschaft

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Appendices

Appendix 1
Selected environmental
indicators in the
Sustainability Report
2023 of Vitesco
Technologies Group
Aktiengesellschaft

CLIMATE PROTECTION

GREENHOUSE GAS EMISSIONS IN THE UPSTREAM AND DOWNSTREAM VALUE CHAIN (SCOPE 3)

GRI 305-1

Vitesco Technologies calculates its GHG emissions along the entire value chain. In addition to the GHG emissions caused directly by its own business activities (Scope 1) and the indirect GHG emissions from purchased energy (Scope 2), the company also accounts for its indirect GHG emissions that occur in the upstream and downstream value chain (Scope 3).

Scope 3 emissions are calculated in accordance with the Scope 3 Standard and Scope 3 Calculation Guidance of the GHG Protocol Initiative. For this purpose, Vitesco Technologies uses emissions data from business partners and mathematical calculation models in which activity data is multiplied by emission factors and global warming potentials. Business figures such as environmental, purchasing or production data and assumptions made by Vitesco Technologies are used as activity data. The emission factors used for modeling generally come from public sources, such as the databases of the UK Department for Environment, Food and Rural Affairs (Defra) and the International Energy Agency (IEA), or are calculated using the LCA for Experts (GaBi) life cycle assessment software.

In fiscal 2023, Scope 3 emissions in the upstream and downstream value chain came to 9.9 million t of CO₂e. Due to the updated activity data, emission factors, and calculation methods, Vitesco Technologies has recalculated the GHG emissions for fiscal 2022 at 10.4 million t of CO₂e. Previously, these had totaled 13.4 million t CO₂e. Scope 3 emissions were mainly incurred in the production of purchased goods and the provision of purchased services, as well as in the use of products sold by Vitesco Technologies.

A detailed description of the calculation methodology for all 15 categories of Scope 3 emissions can be found in the Annex Methodology used for Calculating Greenhouse Gas Emissions.

Total GHG emissions along the value chain (Scope 3) in thousand t of CO₂e, by category as set out in the Scope 3 Calculation Guidance of the GHG Protocol Initiative^{1,2}	2023	2022
1 – Purchased goods and services ³	3,341.4	3,543.2
2 – Capital goods	168.4	152.9
3 – Fuel- and energy-related emissions (not included in Scope 1 or 2)	84.7	88.4
4 – Upstream transportation and distribution ³	228.7	193.4
5 – Waste generated in operations	1.5	1.6
6 – Business travel	13.6	8.2
7 – Employee commuting	65.7	65.7
8 – Upstream leased assets	0.0	0.0
9 – Downstream transportation and distribution ³	39.6	50.2
10 – Processing of sold products ³	34.3	47.5
11 – Use of the sold products ³	5,936.3	6,253.5
12 – End-of-life treatment of sold products ³	30.4	31.0
13 – Downstream leased assets	0.0	0.0
14 – Franchises	0.0	0.0

15 – Investments	2.3	2.1
Total ^{2,4}	9,946.9	10,437.7

1) Calculated in accordance with the Scope 3 Standard and the Scope 3 Calculation Guidance of the GHG Protocol Initiative. A detailed description of the calculation methodology for the 15 Scope 3 emission categories can be found in the Annex Methodology used for Calculating Greenhouse Gas Emissions.

2) Vitesco Technologies recalculated its GHG emissions for fiscal 2022. A total of 13,439 thousand t of CO₂e were reported for Scope 3 in the Sustainability Report 2022.

3) Vitesco Technologies has improved the calculation methodology for this category and recalculated the GHG emissions.

4) Total based on rounded values.

GREENHOUSE GAS BALANCE (SCOPE 1 TO 3)

GRI 305-4

Vitesco Technologies' total GHG emissions (Scope 1 to 3) in fiscal 2023 were 10.2 million t of CO₂e (location-based) and 10.0 million t of CO₂e (market-based). In the previous year, the company's total GHG emissions were 10.8 million t of CO₂e (location-based) and 10.5 million tons of CO₂e (market-based).

GHG balance (Scope 1 to 3) ¹	2023	2022
Total own GHG emissions (Scope 1 and 2 location-based) in million t of CO ₂ e	0.301	0.316
Total own GHG emissions (Scope 1 and 2 market-based) in million t of CO ₂ e	0.019	0.027
GHG emissions (Scope 3) in million t CO ₂ e	9.947	10.438
Total GHG emissions (Scope 1 to 3 location-based) in million t of CO ₂ e	10.248	10.754
Total GHG emissions (Scope 1 to 3 market-based) in million t of CO ₂ e	9.966	10.465
GHG intensity (Scope 1 to 3 location-based) in kg CO ₂ e per €	1.11	1.19
GHG intensity (Scope 1 to 3 market-based) in kg CO ₂ e per €	1.08	1.15

1) Vitesco Technologies has recalculated its GHG emissions for fiscal 2022. In the Sustainability Report 2022, 13.8 million t of CO₂e (location-based) and 13.5 million t of CO₂e (market-based) were reported for total GHG emissions, and 1.5 kg of CO₂e per € for each of the GHG intensities.

ANNEX – METHODOLOGY USED FOR CALCULATING GREENHOUSE GAS EMISSIONS

Vitesco Technologies calculates and reports greenhouse gas (GHG) emissions in accordance with the Corporate Accounting and Reporting Standard 2004 and the Corporate Value Chain (Scope 3) Accounting and Reporting Standard 2011 of the Greenhouse Gas Protocol Initiative (GHG Protocol Initiative). Included in the reporting are all direct GHG emissions caused by its own business activities (Scope 1), indirect GHG emissions from the generation of purchased energy (Scope 2), and GHG emissions from the upstream and downstream value chain (Scope 3). The reporting covers all 15 Scope 3 categories of the GHG Protocol Initiative. Operational control was chosen as the consolidation approach. GHG emissions from companies over which Vitesco Technologies has no operational control are reported in Scope 3 category 15. Vitesco Technologies has generally calculated GHG emissions at the location level using Sphera Cloud – Corporate Sustainability software. A few calculations were also performed at the country or group level. The following documentation includes a description of the data basis, calculation approaches, and assumptions used in the calculation of Scope 3 emissions.

Category 1: Purchased goods and services

Vitesco Technologies uses three calculation approaches in this category: one for purchased production materials, one for purchased finished goods in the context of contract manufacturing, and one for other purchased goods and services.

The calculation approach for purchased production materials is based on internal purchasing data. In addition to data on the quantity and expenditure of production materials, weight data was used. Vitesco Technologies calculated the purchased weight per material group from the purchase quantities and the material weights. For production materials for which weight information was not available, Vitesco Technologies estimated weight based on expenses. For this purpose, average weights were calculated for each material group. Vitesco Technologies also used a scaling approach to ensure that all weights of sold products were included in the calculation approach. Vitesco Technologies worked with Sphera Solutions GmbH to calculate weight-based emission factors using LCA for Experts (GaBi) software. Besides the materials mix, some of the calculation models also included qualified estimates for manufacturing procedures, scrap rates, energy mixes, and parameters for regionalization. To calculate GHG emissions, Vitesco Technologies assigned a corresponding emission factor to each product group.

Vitesco Technologies calculated GHG emissions from the purchase of finished goods in the context of contract manufacturing based on the expenses incurred. Vitesco Technologies used the previous year's average GHG emissions from the purchase of production materials from selected company-owned sites as the emission factor.

For GHG emissions associated with the purchase of other purchased goods and services, Vitesco Technologies used the expenditures from its internal purchasing system, and assigned the corresponding expenditures to a commodity group. Each commodity group has been assigned a Defra cradle-to-gate emission factor (Table 13 - Indirect emissions from the supply chain, version 2.0, March 2014). Vitesco Technologies updated the Defra emission factors by the latest inflation and exchange rates. GHG emissions in this category were calculated using the average spend-based methodology and the average-data methodology described in the "Technical Guidance for Calculating Scope 3 Emissions (version 1.0)" (Scope 3 Calculation Guidance) of the GHG Protocol Initiative. Due to the varying timeliness of emission factors, global warming potentials from different Intergovernmental Panel on Climate Change (IPCC) Assessment Reports were used.

Since its last Sustainability Report, Vitesco Technologies has improved its calculation methodology. For this reason, Vitesco Technologies has recalculated the GHG emissions for fiscal 2021 and 2022.

Category 2: Capital goods

GHG emissions in this category include emissions from the purchase of capital goods. For the calculation, Vitesco Technologies determined expenditures for capital goods from its internal purchasing system. Vitesco Technologies grouped the expenditures into eight capital goods groups. Each capital goods group is assigned a Defra cradle-to-gate emission factor (Table 13 - Indirect emissions from the supply chain, version 2.0, March 2014). Vitesco Technologies has updated the Defra emission factors by the latest inflation and exchange rates. GHG emissions in this category were calculated using the spend-based methodology described in the Scope 3 Calculation Guidance. Global warming potentials from the IPCC Second Assessment Report were used.

Category 3: Fuel- and energy-related emissions (not included in Scope 1 or 2)

In line with Scope 1 and Scope 2 reporting, Vitesco Technologies has used the energy consumption of all sourced energy at relevant production and development sites to calculate GHG emissions for this category. For the calculation, Vitesco Technologies used Well-to-Tank emission factors from Defra (as of September 2021 & 2022), the GHG Protocol Initiative (Cross Sector Tool, August 2012), and the IEA (as of December 2022). Vitesco Technologies also assigned a transportation and distribution emission factor to pipeline-based fuels and grid connected electricity in addition to the Well-to-Tank emission factor. GHG emissions in this category were calculated using the average data method described in the Scope 3 Calculation Guidance. Global warming potentials from the IPCC Fourth and Fifth Assessment Reports were used.

Category 4: Upstream transportation and distribution

GHG emissions in this category include shipments of production materials between suppliers and Vitesco Technologies, shipments to customers paid for by Vitesco Technologies, and expenditure on distribution services.

For their calculation, Vitesco Technologies evaluated shipment reports from freight service providers at each site. The shipment reports include GHG emissions calculated by the service providers on the one hand and expenditures, weight, and geographic information on the other. In the case of shipments for which calculated emissions were not available, Vitesco Technologies assigned appropriate Defra emission factors (as of September 2021; Well-to-Wheel; excluding cloud formation for air freight). For shipments paid for by Vitesco Technologies that were not included in the shipping reports evaluated, Vitesco Technologies used the expenses incurred. These were multiplied by a weighted emission factor determined from shipping reports.

For shipments paid for by suppliers, Vitesco Technologies used the material weight that was not covered by the transportation paid for by Vitesco Technologies. For this calculation, Vitesco Technologies used a qualified estimate to convert between gross and net weights. In addition, Vitesco Technologies used distribution services expenditures to calculate emissions. Expenditure has been assigned a cradle-to-gate emissions factor from Defra (Table 13 - Indirect emissions from the supply chain, version 2.0, March 2014). Vitesco Technologies has updated the Defra emission factors by the latest inflation and exchange rates. GHG emissions for this category were calculated using the distance-based and spend-based methodologies described in the Scope 3 Calculation Guidance. Due to the different timeliness of emission factors, global warming potentials from various IPCC Assessment Reports were used.

Category 5: Waste generated in operations

To calculate GHG emissions for this category, Vitesco Technologies used waste and wastewater data reported by relevant production and development sites. Waste volumes were grouped into different waste categories. Vitesco Technologies assigned a Defra emission factor (as of September 2022) to each waste category and each wastewater volume. For non-relevant production and development sites, Vitesco Technologies used the average emissions per employee from relevant development sites. GHG emissions from this category are calculated using the waste-type-specific method described in the Scope 3 Calculation Guidance. Global warming potentials from the IPCC Fifth Assessment Report were used.

Category 6: Business travel

The GHG emissions in this category represent global emissions from business travel. Vitesco Technologies obtained previously calculated GHG emissions for flights and rail travel at the country level from travel agencies. From the data, Vitesco Technologies also determined the number of hotel nights. In addition, GHG emissions calculated by vehicle rental agencies were provided. For hotel nights, Vitesco Technologies calculated its own emission factor based on Defra emission factors (as of September 2022). For flights, rail travel, car hire and hotel stays, the share of total travel activity provided by service providers was estimated. These factors were used to scale emissions. For countries without data availability, Vitesco Technologies calculated an average emission factor and multiplied it by the number of employees in each country. Emissions provided by service providers were based on the fuel-based and distance-based methods, as well as the average-data method described in the Scope 3 Calculation Guidance. The calculation of GHG emissions from hotel stays and emissions in countries without no or incomplete data availability is based on the average data method. The global warming potentials from the IPCC Fifth Assessment Report were used.

Category 7: Employee commuting

This category comprises GHG emissions from employees commuting between home and work. To determine employee commuting patterns, Vitesco Technologies conducted a representative global survey in July 2023. From the results of the survey, commute profiles were determined at different levels (global, regional, country-specific and for selected sites). Each site was assigned a corresponding commute profile. Each commute profile consists of the average commute per employee and mode of transport (zero-emissions, different vehicles, different means of public transport). Commuting includes both regular commuting between home and work and regular additional commuting (e.g., for traveling home to the family every week). In calculating the commuting distance, the distances between home and workplace and the average days worked at the site were considered. Employees could choose up to two modes of transportation for their daily commute. By multiplying the average commutes per mode and the number of employees, Vitesco Technologies calculated the total commute distance per mode. Vitesco Technologies used appropriate Defra emission factors (as of September 2022) to calculate emissions. GHG emissions from transport use were calculated using the distance-based method described in the Scope 3 Calculation Guidance. The global warming potentials used were from the IPCC Fifth Assessment Report.

Category 8: Upstream leased assets

Vitesco Technologies reports GHG emissions from upstream leased assets under Scope 1 and Scope 2 emissions. In fiscal 2022 and 2023, Vitesco Technologies had no upstream leased assets that fall under Scope 3 reporting.

Category 9: Downstream transportation and distribution

To calculate GHG emissions for this category, Vitesco Technologies used the freight weight of transportation paid for by customers. Vitesco Technologies determined the freight weight from the difference between the shipping weights of products sold and the shipping weights of shipments to customers paid for by Vitesco. Vitesco Technologies used a qualified estimate for the packaging weight of shipments. To calculate emissions, Vitesco Technologies determined, from published reports from selected customers, the average emissions from upstream transportation and distribution (Category 4) per vehicle. From this data, Vitesco Technologies calculated a weighted emission factor based on vehicle mass. For the calculation, Vitesco Technologies determined the average vehicle weight based on the International Council on Clean Transportation (ICCT) study "A Global Comparison of the Life-Cycle Greenhouse Gas Emissions of Combustion Engine and Electric Passenger Cars" published in 2021. On a smaller scale, Vitesco Technologies estimated the product weight of non-relevant sites using the average product weights per sales of relevant production sites. In general, the calculated GHG emissions used are based on the distance-based method.

Since its last Sustainability Report, Vitesco Technologies has improved its calculation methodology. For this reason, Vitesco Technologies has recalculated the GHG emissions for fiscal 2021 and 2022.

Category 10: Processing of sold products

To calculate GHG emissions for this category, Vitesco Technologies used weight quantities of products sold. From published reports of selected customers, Vitesco Technologies determined the average market-based Scope 2 emissions per vehicle. From this data, Vitesco Technologies calculated a weighted emission factor based on vehicle mass. For the calculation, Vitesco Technologies determined the average vehicle weight based on the ICCT study “A Global Comparison of the Life-Cycle Greenhouse Gas Emissions of Combustion Engine and Electric Passenger Cars” published in 2021. On a smaller scale, Vitesco Technologies estimated the product weight of non-relevant sites based on the average product weights per sales of relevant production sites.

Since its last Sustainability Report, Vitesco Technologies has improved its calculation methodology. For this reason, Vitesco Technologies has recalculated the GHG emissions for fiscal 2021 and 2022.

Category 11: Use of sold products

To calculate GHG emissions for this category, Vitesco Technologies used weight quantities of products sold. In addition, Vitesco Technologies used sales data from internal systems. From the sales data, Vitesco Technologies determined the product mix per vehicle type (passenger cars, commercial vehicles, etc.), powertrain (internal combustion, hybrid, and battery-electric vehicles) and sales regions (Europe, Asia, Americas). From the product mix and weight quantities of sold products, Vitesco Technologies calculated the weight per region and vehicle technology. Vitesco Technologies calculated an emission factor for each product category. To calculate the emission factor for passenger cars and light commercial vehicles, Vitesco Technologies used region- and technology-specific parameters (mileage, weight, average fuel consumption, etc.) from the ICCT study “A Global Comparison of Life-Cycle Greenhouse Gas Emissions of Combustion Engine and Electric Passenger Cars” published in 2021. From this data, Vitesco Technologies determined a region-specific mileage between 240,000 and 330,000 km, a region-, technology-, and energy carrier-specific average consumption between 3.1 and 8.9 l/100 km, and a region- and technology-specific electricity demand between 0 and 21.3 kWh/km. For petrol and diesel consumption, Vitesco Technologies used corresponding Defra emission factors (as of September 2022). For electricity consumption, Vitesco Technologies calculated region- and energy source-specific emission factors. For this purpose, Vitesco Technologies used energy data from the IEA's World Energy Outlook (WEO) 2022 and Defra emission factors (September 2022). Vitesco Technologies used the IEA's STEPS (Stated Policies Scenario) to forecast emission factors over the useful life of the vehicles. The calculated emission factors over the utilization periods were between 64 and 171 g CO₂e/kWh. For other vehicle technologies, Vitesco Technologies determined qualified estimates for utilization periods, weights, and average consumption. In addition, Defra emission factors (September 2022) were assigned to these vehicle technologies to convert average consumption to emissions. On a smaller scale, Vitesco Technologies estimated the product weight of non-relevant sites using the average product weights per sales of relevant production sites. Global warming potentials from the IPCC Fifth Assessment Report were used.

Since its last Sustainability Report, Vitesco Technologies has improved its calculation methodology. For this reason, Vitesco Technologies has recalculated the GHG emissions for fiscal 2021 and 2022.

Category 12: End-of-life treatment of sold products

To calculate the GHG emissions of this category, Vitesco Technologies used the weight quantities of sold products. The emission factor used by Vitesco Technologies was modeled in cooperation with experts from Sphera Solutions GmbH using LCA for Experts (GaBi) software. The model generally assumes disposal of all materials used in vehicles. For certain materials (e.g., aluminum, copper, steel, etc.), it is assumed that they can be recycled at the end of life of the vehicles. Emissions were calculated by multiplying the product weights by the emission factor. On a smaller scale, Vitesco Technologies estimated the product weight of non-relevant sites using the average product weights per sales of relevant production sites. Global warming potentials from the IPCC Fourth Assessment Report were used.

Since its last Sustainability Report, Vitesco Technologies has improved its calculation methodology. For this reason, Vitesco Technologies has recalculated the GHG emissions for fiscal 2021 and 2022.

Category 13: Downstream leased assets

Vitesco Technologies reports GHG emissions from downstream leased assets under Scope 1 and Scope 2 emissions. In fiscal 2022 and 2023, Vitesco Technologies had no downstream leased assets that fall under Scope 3 reporting.

Category 14: Franchises

Vitesco Technologies did not operate franchises in fiscal 2022 and 2023.

Category 15: Investments

The GHG emissions in this category represent proportional GHG emissions from relevant associated companies, joint ventures, and other investees. Vitesco Technologies has defined the threshold as a shareholding of at least one percent of the capital. For calculating these emissions, Vitesco Technologies determined the revenue as well as the Scope 1 and market-based Scope 2 emissions of the investees from the previous year. Vitesco Technologies allocated the emissions determined for the investee companies on a percentage basis using the share of capital. For investees for which Scope 1 and Scope 2 emissions could not be determined, Vitesco Technologies used the investees' prior-year revenue. Vitesco Technologies multiplied the proportional revenue by the average emissions per revenue of investee companies with the available emissions data. Emissions were calculated using the investment-specific method described in the Scope 3 Calculation Guidance.

Appendix 2

General Engagement Terms

General Engagement Terms

for

Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften

[German Public Auditors and Public Audit Firms]

as of January 1, 2017

1. Scope of application

(1) These engagement terms apply to contracts between German Public Auditors (*Wirtschaftsprüfer*) or German Public Audit Firms (*Wirtschaftsprüfungsgesellschaften*) – hereinafter collectively referred to as "German Public Auditors" – and their engaging parties for assurance services, tax advisory services, advice on business matters and other engagements except as otherwise agreed in writing or prescribed by a mandatory rule.

(2) Third parties may derive claims from contracts between German Public Auditors and engaging parties only when this is expressly agreed or results from mandatory rules prescribed by law. In relation to such claims, these engagement terms also apply to these third parties.

2. Scope and execution of the engagement

(1) Object of the engagement is the agreed service – not a particular economic result. The engagement will be performed in accordance with the German Principles of Proper Professional Conduct (*Grundsätze ordnungsmäßiger Berufsausübung*). The German Public Auditor does not assume any management functions in connection with his services. The German Public Auditor is not responsible for the use or implementation of the results of his services. The German Public Auditor is entitled to make use of competent persons to conduct the engagement.

(2) Except for assurance engagements (*betriebswirtschaftliche Prüfungen*), the consideration of foreign law requires an express written agreement.

(3) If circumstances or the legal situation change subsequent to the release of the final professional statement, the German Public Auditor is not obligated to refer the engaging party to changes or any consequences resulting therefrom.

3. The obligations of the engaging party to cooperate

(1) The engaging party shall ensure that all documents and further information necessary for the performance of the engagement are provided to the German Public Auditor on a timely basis, and that he is informed of all events and circumstances that may be of significance to the performance of the engagement. This also applies to those documents and further information, events and circumstances that first become known during the German Public Auditor's work. The engaging party will also designate suitable persons to provide information.

(2) Upon the request of the German Public Auditor, the engaging party shall confirm the completeness of the documents and further information provided as well as the explanations and statements, in a written statement drafted by the German Public Auditor.

4. Ensuring independence

(1) The engaging party shall refrain from anything that endangers the independence of the German Public Auditor's staff. This applies throughout the term of the engagement, and in particular to offers of employment or to assume an executive or non-executive role, and to offers to accept engagements on their own behalf.

(2) Were the performance of the engagement to impair the independence of the German Public Auditor, of related firms, firms within his network, or such firms associated with him, to which the independence requirements apply in the same way as to the German Public Auditor in other engagement relationships, the German Public Auditor is entitled to terminate the engagement for good cause.

5. Reporting and oral information

To the extent that the German Public Auditor is required to present results in writing as part of the work in executing the engagement, only that written work is authoritative. Drafts are non-binding. Except as otherwise agreed, oral statements and explanations by the German Public Auditor are binding only when they are confirmed in writing. Statements and information of the German Public Auditor outside of the engagement are always non-binding.

6. Distribution of a German Public Auditor's professional statement

(1) The distribution to a third party of professional statements of the German Public Auditor (results of work or extracts of the results of work whether in draft or in a final version) or information about the German Public Auditor acting for the engaging party requires the German Public Auditor's written consent, unless the engaging party is obligated to distribute or inform due to law or a regulatory requirement.

(2) The use by the engaging party for promotional purposes of the German Public Auditor's professional statements and of information about the German Public Auditor acting for the engaging party is prohibited.

7. Deficiency rectification

(1) In case there are any deficiencies, the engaging party is entitled to specific subsequent performance by the German Public Auditor. The engaging party may reduce the fees or cancel the contract for failure of such subsequent performance, for subsequent non-performance or unjustified refusal to perform subsequently, or for unconscionability or impossibility of subsequent performance. If the engagement was not commissioned by a consumer, the engaging party may only cancel the contract due to a deficiency if the service rendered is not relevant to him due to failure of subsequent performance, to subsequent non-performance, to unconscionability or impossibility of subsequent performance. No. 9 applies to the extent that further claims for damages exist.

(2) The engaging party must assert a claim for the rectification of deficiencies in writing (*Textform*) [Translators Note: *The German term "Textform" means in written form, but without requiring a signature*] without delay. Claims pursuant to paragraph 1 not arising from an intentional act expire after one year subsequent to the commencement of the time limit under the statute of limitations.

(3) Apparent deficiencies, such as clerical errors, arithmetical errors and deficiencies associated with technicalities contained in a German Public Auditor's professional statement (long-form reports, expert opinions etc.) may be corrected – also versus third parties – by the German Public Auditor at any time. Misstatements which may call into question the results contained in a German Public Auditor's professional statement entitle the German Public Auditor to withdraw such statement – also versus third parties. In such cases the German Public Auditor should first hear the engaging party, if practicable.

8. Confidentiality towards third parties, and data protection

(1) Pursuant to the law (§ [Article] 323 Abs 1 [paragraph 1] HGB [German Commercial Code: *Handelsgesetzbuch*], § 43 WPO [German Law regulating the Profession of Wirtschaftsprüfer: *Wirtschaftsprüferordnung*], § 203 StGB [German Criminal Code: *Strafgesetzbuch*]) the German Public Auditor is obligated to maintain confidentiality regarding facts and circumstances confided to him or of which he becomes aware in the course of his professional work, unless the engaging party releases him from this confidentiality obligation.

(2) When processing personal data, the German Public Auditor will observe national and European legal provisions on data protection.

9. Liability

(1) For legally required services by German Public Auditors, in particular audits, the respective legal limitations of liability, in particular the limitation of liability pursuant to § 323 Abs. 2 HGB, apply.

(2) Insofar neither a statutory limitation of liability is applicable, nor an individual contractual limitation of liability exists, the liability of the German Public Auditor for claims for damages of any other kind, except for damages resulting from injury to life, body or health as well as for damages that constitute a duty of replacement by a producer pursuant to § 1 ProdHaftG [German Product Liability Act: *Produkthaftungsgesetz*], for an individual case of damages caused by negligence is limited to € 4 million pursuant to § 54 a Abs. 1 Nr. 2 WPO.

(3) The German Public Auditor is entitled to invoke demurs and defenses based on the contractual relationship with the engaging party also towards third parties.

(4) When multiple claimants assert a claim for damages arising from an existing contractual relationship with the German Public Auditor due to the German Public Auditor's negligent breach of duty, the maximum amount stipulated in paragraph 2 applies to the respective claims of all claimants collectively.

(5) An individual case of damages within the meaning of paragraph 2 also exists in relation to a uniform damage arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty regardless of whether the damages occurred in one year or in a number of successive years. In this case, multiple acts or omissions based on the same source of error or on a source of error of an equivalent nature are deemed to be a single breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the German Public Auditor is limited to € 5 million. The limitation to the fivefold of the minimum amount insured does not apply to compulsory audits required by law.

(6) A claim for damages expires if a suit is not filed within six months subsequent to the written refusal of acceptance of the indemnity and the engaging party has been informed of this consequence. This does not apply to claims for damages resulting from scienter, a culpable injury to life, body or health as well as for damages that constitute a liability for replacement by a producer pursuant to § 1 ProdHaftG. The right to invoke a plea of the statute of limitations remains unaffected.

10. Supplementary provisions for audit engagements

(1) If the engaging party subsequently amends the financial statements or management report audited by a German Public Auditor and accompanied by an auditor's report, he may no longer use this auditor's report.

If the German Public Auditor has not issued an auditor's report, a reference to the audit conducted by the German Public Auditor in the management report or any other public reference is permitted only with the German Public Auditor's written consent and with a wording authorized by him.

(2) If the German Public Auditor revokes the auditor's report, it may no longer be used. If the engaging party has already made use of the auditor's report, then upon the request of the German Public Auditor he must give notification of the revocation.

(3) The engaging party has a right to five official copies of the report. Additional official copies will be charged separately.

11. Supplementary provisions for assistance in tax matters

(1) When advising on an individual tax issue as well as when providing ongoing tax advice, the German Public Auditor is entitled to use as a correct and complete basis the facts provided by the engaging party – especially numerical disclosures; this also applies to bookkeeping engagements. Nevertheless, he is obligated to indicate to the engaging party any errors he has identified.

(2) The tax advisory engagement does not encompass procedures required to observe deadlines, unless the German Public Auditor has explicitly accepted a corresponding engagement. In this case the engaging party must provide the German Public Auditor with all documents required to observe deadlines – in particular tax assessments – on such a timely basis that the German Public Auditor has an appropriate lead time.

(3) Except as agreed otherwise in writing, ongoing tax advice encompasses the following work during the contract period:

- a) preparation of annual tax returns for income tax, corporate tax and business tax, as well as wealth tax returns, namely on the basis of the annual financial statements, and on other schedules and evidence documents required for the taxation, to be provided by the engaging party
- b) examination of tax assessments in relation to the taxes referred to in (a)
- c) negotiations with tax authorities in connection with the returns and assessments mentioned in (a) and (b)
- d) support in tax audits and evaluation of the results of tax audits with respect to the taxes referred to in (a)
- e) participation in petition or protest and appeal procedures with respect to the taxes mentioned in (a).

In the aforementioned tasks the German Public Auditor takes into account material published legal decisions and administrative interpretations.

(4) If the German Public auditor receives a fixed fee for ongoing tax advice, the work mentioned under paragraph 3 (d) and (e) is to be remunerated separately, except as agreed otherwise in writing.

(5) Insofar the German Public Auditor is also a German Tax Advisor and the German Tax Advice Remuneration Regulation (*Steuerberatungsvergütungsverordnung*) is to be applied to calculate the remuneration, a greater or lesser remuneration than the legal default remuneration can be agreed in writing (*Textform*).

(6) Work relating to special individual issues for income tax, corporate tax, business tax, valuation assessments for property units, wealth tax, as well as all issues in relation to sales tax, payroll tax, other taxes and dues requires a separate engagement. This also applies to:

- a) work on non-recurring tax matters, e.g. in the field of estate tax, capital transactions tax, and real estate sales tax;
- b) support and representation in proceedings before tax and administrative courts and in criminal tax matters;
- c) advisory work and work related to expert opinions in connection with changes in legal form and other re-organizations, capital increases and reductions, insolvency related business reorganizations, admission and retirement of owners, sale of a business, liquidations and the like, and
- d) support in complying with disclosure and documentation obligations.

(7) To the extent that the preparation of the annual sales tax return is undertaken as additional work, this includes neither the review of any special accounting prerequisites nor the issue as to whether all potential sales tax allowances have been identified. No guarantee is given for the complete compilation of documents to claim the input tax credit.

12. Electronic communication

Communication between the German Public Auditor and the engaging party may be via e-mail. In the event that the engaging party does not wish to communicate via e-mail or sets special security requirements, such as the encryption of e-mails, the engaging party will inform the German Public Auditor in writing (*Textform*) accordingly.

13. Remuneration

(1) In addition to his claims for fees, the German Public Auditor is entitled to claim reimbursement of his expenses; sales tax will be billed additionally. He may claim appropriate advances on remuneration and reimbursement of expenses and may make the delivery of his services dependent upon the complete satisfaction of his claims. Multiple engaging parties are jointly and severally liable.

(2) If the engaging party is not a consumer, then a set-off against the German Public Auditor's claims for remuneration and reimbursement of expenses is admissible only for undisputed claims or claims determined to be legally binding.

14. Dispute Settlement

The German Public Auditor is not prepared to participate in dispute settlement procedures before a consumer arbitration board (*Verbraucherschlichtungsstelle*) within the meaning of § 2 of the German Act on Consumer Dispute Settlements (*Verbraucherstreitbeilegungsgesetz*).

15. Applicable law

The contract, the performance of the services and all claims resulting therefrom are exclusively governed by German law.