

Remuneration system for the Board of Management members of Volkswagen Aktiengesellschaft

A. KEY FEATURES OF THE REMUNERATION SYSTEM FOR THE BOARD OF MANAGEMENT MEMBERS OF VOLKSWAGEN AKTIENGESELLSCHAFT

Volkswagen Aktiengesellschaft has set itself the goal of making the future of mobility even more sustainable and, in doing so, meeting the diverse needs of its customers and achieving sustainable growth. These strategic goals are also supported by a remuneration system for the Board of Management members of Volkswagen Aktiengesellschaft whose design pays particular attention to, among other things, the choice of the performance targets and remuneration structure.

On 3 March 2023, the Supervisory Board of Volkswagen Aktiengesellschaft most recently resolved a remuneration system for the Board of Management members in accordance with the provisions of section 87a Aktiengesetz (German Stock Corporation Act), which was approved by the General Meeting on 10 May 2023 with 98.82 % of the votes cast. The Supervisory Board regularly reviews the amount and composition of the Board of Management members' remuneration. In doing so, the Supervisory Board takes into account, in particular, how the remuneration of Peer Group companies and other DAX companies has changed as well as recommendations of investors. The Supervisory Board resolved to adjust the remuneration system with effect as of 1 January 2024 in particular to satisfy the interests of the capital market in taking into account the key financial indicator "net cash flow in the Automobile Division" when calculating the remuneration of the Board of Management members. For this purpose, in the annual bonus for the Board of Management members, the current financial performance target "Operating Profit of the Volkswagen Group including Chinese Joint Ventures (pro rata)" will be replaced by the financial performance target net cash flow in the Automobile Division. Net cash flow in the Automobile Division is a key performance indicator that serves as a criterion for, in particular, earning power and investment and dividend capability; it is therefore highly relevant for the capital market. Volkswagen Aktiengesellschaft states the net cash flow in the Automobile Division in the group management report. Furthermore, the Supervisory Board will likely suspend the ESG criterion of the mood index in the 2024 and 2025 financial years since the underlying measurement method is to be optimised and recalibrated.

The new remuneration system includes the following adjustments in particular:

Component in remuneration system	Adjustment
Performance criteria for the annual bonus	– Replace performance criteria Operating Profit with the performance criteria net cash flow in the

Component in remuneration system	Adjustment
	Automobile Division as a financial subtarget in order to take into account the current market situation and investor interests – Expected suspension of ESG criterion mood index in the 2024 and 2025 financial years
Fringe benefits	Taking account of special features in the case of foreign matters

The annual bonus is based on the financial performance targets of the net cash flow in the Automobile Division of Volkswagen Aktiengesellschaft ("Net Cash Flow in the Automobile Division") and the operative return on sales of the Volkswagen Group (ROS) ("Operative Return on Sales") as well as the achievement of sustainability targets (environment, social and governance, "ESG Targets"). The financial performance targets promote the strategic goal of competitive profitability. The integration of the sustainability targets also reflects the importance of the environment, social and governance factors. The selection of one or more targets per ESG dimension (as a rule, decarbonisation index, mood and diversity index as well as compliance and integrity factor) ensures that a wide range of sustainability components that are of great strategic relevance to Volkswagen Aktiengesellschaft are comprehensively covered.

In order to ensure that the remuneration of the Board of Management members is linked to the long-term development of the Volkswagen Group, the long-term variable remuneration constitutes a significant portion of the total remuneration. The long-term variable remuneration (long-term incentive, "LTI") is granted in the form of a performance share plan with a four-year performance period. The financial performance target is the audited, fully diluted earnings per Volkswagen preference share based on the continued and discontinued divisions of the Company (earnings per share, "EPS") during the performance period. In addition, the disbursement amount depends on the development of the price of the Volkswagen preference share and the dividends paid out during the performance period. Using the EPS financial performance target in conjunction with the development in the share price and the dividends paid out, measured over four years, ensures that the incentives have a long-term effect and promotes the strategic goal of competitive profitability. Since this is an important indicator for valuing shares, the interests of investors have also been taken into account.

The remuneration system for Board of Management members is clear and understandable. It complies with the requirements of the Aktiengesetz and takes into account the recommendations of the German Corporate Governance Code (GCGC).

The new remuneration system applies as from 1 January 2024 to all Board of Management members with whom a new service agreement is concluded or whose service agreement is extended after the date on which the remuneration system is approved

by the General Meeting. To Board of Management members who had already been appointed prior to the approval of the remuneration system by the General Meeting, the new remuneration system likewise applies as from 1 January 2024. In order to implement the remuneration system, the Supervisory Board will, on behalf of Volkswagen Aktiengesellschaft, agree the corresponding amendment of their service agreements with the Board of Management members. To Board of Management members who had already been appointed prior to the Supervisory Board's first resolution on a remuneration system pursuant to section 87a Aktiengesetz on 14 December 2020 and whose service agreement had not yet been extended, the following exceptions continue to apply until an extension of the service agreement: The performance share plan of the Board of Management members who had already been appointed prior to 14 December 2020 and whose service agreement has not yet been extended will continue to have a three-year performance period, but will in all other respects comply with the performance share plan described in this remuneration system. Penalty and clawback provisions are likewise only to apply to the Board of Management members who were already appointed prior to 14 December 2020 and whose service agreement has not yet been extended as from the time at which their agreements are extended.

B. DETAILS OF THE REMUNERATION SYSTEM

I. Remuneration components

1. Overview of the remuneration components and their relative percentages

The Board of Management members' remuneration consists of fixed and variable components. The base salary, fringe benefits and company pension are the fixed components of the Board of Management members' remuneration. The variable components are the annual bonus with a one-year assessment period and the performance share plan with a four-year assessment period.

Remuneration component	Assessment basis / parameters
Fixed remuneration components	
Base salary	at the end of each month
Fringe benefits	Fringe benefit lump sum that covers certain benefits, e.g.: <ul style="list-style-type: none"> – company cars – medical check-up – allowances toward health and nursing care insurance – Accident insurance
Company pension	– contribution-based pension commitment – by way of a direct commitment – in respect of old-age and surviving dependants' benefits and

Remuneration component	Assessment basis / parameters	
	benefits based on a reduction in earning capacity – in principle upon reaching the age of 63 or 65 – annual pension contribution of up to 40 % (Board of Management member) or up to 50 % (Chairman of the Board of Management) of the contractually agreed base salary	
Variable remuneration components		
Annual bonus	Type of plan: Cap: Performance criteria: Assessment period: Disbursement:	Target bonus 200 % of the target amount – Net Cash Flow in the Automobile Division (50 %), – Operative Return on Sales (50 %) – ESG Targets (multiplier 0.63-1.43) Respective financial year In cash in the month following the approval of the consolidated financial statement for the respective financial year
Long-term incentive (LTI)	Type of plan: Cap: Performance criterion: Performance period: Disbursement:	Performance share plan 250 % of the target amount EPS (100 %) Four years, future-oriented In cash in the month following the approval of the consolidated financial statement for the last year of the performance period
Other benefits		
Benefits that are temporary or that have been agreed for the entire term of the service agreement for new Board of Management members	– If applicable, payments to compensate for forfeited variable remuneration or other financial disadvantages	

Remuneration component	Assessment basis / parameters
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- If applicable, benefits in connection with relocation

Based on the remuneration system, the Supervisory Board sets a specific target total remuneration for every Board of Management member that is commensurate with the duties and performance of the Board of Management member and the situation of the Company and does not exceed the usual remuneration without special reasons. The target total remuneration is made up of the sum of the remuneration components relevant for the total remuneration. The total remuneration includes the base salary, the annual bonus and the performance share plan as well as the fringe benefits and the company pension. As regards the annual bonus and LTI, the target amount is based on 100 % target achievement in each case. The relative percentages of the fixed and variable compensation components are shown below in relation to the target total remuneration.

	Fixed remuneration (base salary + fringe benefits + company pension)	Variable remuneration	
		Annual bonus	LTI
Chairman of the Board of Management	approx. 25-35 %	approx. 20-30 %	approx. 35-45 %
Board of Management members	approx. 30-40 %	approx. 20-30 %	approx. 35-45 %

In the case of the Chairman of the Board of Management, the fixed remuneration (base salary, contribution to the company pension and fringe benefits) currently represents approximately 30 % of the target total remuneration and the variable remuneration approximately 70 % of the target total remuneration. The annual bonus (target amount) represents approximately 25 % of the target total remuneration and the LTI (target amount) approximately 45 % of the target total remuneration.

In the case of the Board of Management members, the fixed remuneration (base salary, contribution to the company pension and fringe benefits) currently represents approximately 35 % of the target total remuneration and the variable remuneration approximately 65 % of the target total remuneration. The annual bonus (target amount) represents approximately 25 % of the target total remuneration and the LTI (target amount) approximately 40 % of the target total remuneration.

The said percentages may differ in future financial years, for example due to the granting of benefits that are temporary or that have been agreed for the entire term of the service agreement to new Board of Management members pursuant to section 4 or

due to changes in the costs of the contractually promised fringe benefits and for any new appointments.

2. Fixed remuneration components

2.1 Base salary

The Board of Management members receive a base salary in twelve equal instalments paid at the end of each month.

2.2 Company pension

The Board of Management members have a contribution-based pension commitment – by way of a direct commitment – from Volkswagen Aktiengesellschaft in respect of old-age and surviving dependants' benefits and benefits based on a reduction in earning capacity. The agreed old-age pension benefits are paid once the Board of Management member reaches the age of 65. In the case of Board of Management members who took office prior to 1 January 2020, the agreed old-age pension benefits are already paid once the Board of Management member reaches the age of 63. The annual pension contribution amounts to up to 40 % of the contractually agreed base salary for ordinary Board of Management members and up to 50 % of the contractually agreed base salary for the Chairman of the Board of Management.

2.3 Fringe benefits

Volkswagen Aktiengesellschaft grants the Board of Management members fringe benefits within the scope of a fringe benefit lump sum per financial year. The Board of Management members have the choice of certain benefits, such as company cars, a medical check-up per financial year, health and nursing insurance contribution allowances and accident insurance. Fringe benefits that are taken up are counted towards the fringe benefit lump sum insofar as they are subject to wage tax. If Board of Management members do not make full use of the fringe benefit lump sum during a financial year, the remaining amount of the fringe benefit lump sum will be paid out to them after the end of the financial year.

If fringe benefits are granted abroad, the Supervisory Board is entitled to set forth deviating provisions in order to take into account factual and legal differences. If, in the interest of the Company, a Board of Management member assumes a position abroad on a long-term basis, the Supervisory Board is entitled to grant the Board of Management member additional assignment-related fringe benefits.

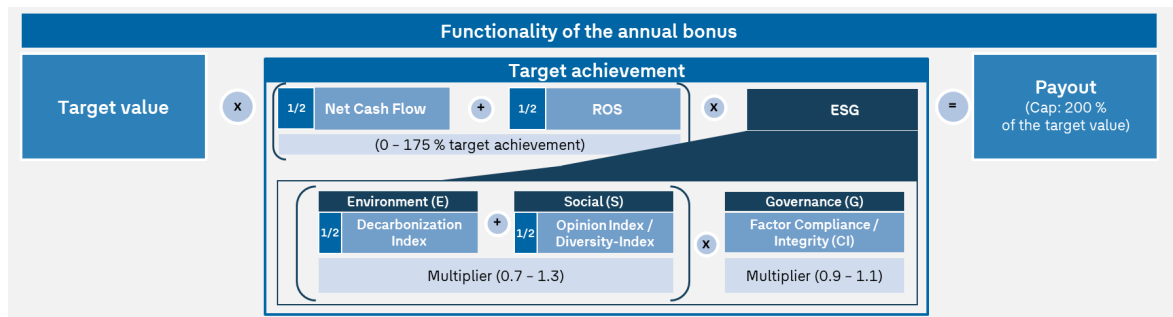
3. Variable remuneration components

In the following, the variable remuneration components will be described in detail. It will be explained how the fulfilment of the performance criteria and the amounts disbursed as part of the variable remuneration are connected. It will also be explained in

what form and when Board of Management members will have the granted variable remuneration amounts at their disposal.

3.1 Annual bonus

The annual bonus is a performance-based bonus with a one-year assessment period. Target achievement is assessed based, on the one hand, on the development of the financial performance targets of the Net Cash Flow in the Automobile Division and Operative Return on Sales (together the "Financial Subtargets"). On the other hand, the annual bonus depends on changes in the ESG Targets that are taken into account through a multiplying factor ("ESG Factor").



3.1.1 Financial Subtargets

The Financial Subtargets of the Net Cash Flow in the Automobile Division and Operative Return on Sales are each weighted at 50%. The Supervisory Board is entitled to adjust the weighting of the Financial Subtargets for future financial years at its reasonable discretion.

The Supervisory Board shall determine the values for the Financial Subtargets for each financial year. In doing so, the Supervisory Board determines the following:

- For the Net Cash Flow in the Automobile Division:
 - a threshold value corresponding to a subtarget achievement level of 0%,
 - a target value corresponding to a subtarget achievement level of 100%,
 - a maximum value corresponding to a subtarget achievement level of 175%.
- For the Operative Return on Sales:
 - a threshold value corresponding to a subtarget achievement level of 50%,
 - a target value corresponding to a subtarget achievement level of 100%,
 - a maximum value corresponding to a subtarget achievement level of 175%.

Linear interpolation is used to determine values between the threshold value and target value and between the target value and maximum value.

The Supervisory Board may adjust the actually calculated subtarget achievement level of the subtarget Net Cash Flow in the Automobile Division in justified exceptions in order to ensure a performance-based assessment of the subtarget Net Cash Flow in the Automobile Division. Justified exceptions are acquisitions whose impact on the Net Cash Flow in the Automobile Division exceed EUR 1 billion.

The overall financial target achievement level is calculated by adding the weighted subtarget achievement levels together according to the following formula:

Overall financial target achievement level

= subtarget achievement level of Net Cash Flow in the Automobile Division x 50 % + subtarget achievement level of Operative Return on Sales x 50 %

3.1.2 ESG Factor

The relevant subtargets for calculating the ESG Factor are the environment subtarget, the social subtarget and the governance factor (together the "ESG Subtargets"). As a rule, the environment subtarget takes into account the criterion of the decarbonisation index, the social subtarget takes into account the criteria of the mood index and the diversity index, and the governance factor takes into account the criteria of compliance and integrity (together the "ESG Criteria"). The Supervisory Board is however entitled, at its reasonable discretion, to replace, suspend or add individual ESG Subtargets or the determined ESG Criteria if, in its view, other ESG Subtargets or ESG Criteria than those regulated in this section appear to be more suitable for reflecting developments in environment, social and governance issues and incentivising the Board of Management members accordingly.

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

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

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

The Supervisory Board is likely to suspend the ESG criterion of the mood index in the 2024 and 2025 financial years as a new methodology for measuring the mood index and recalibrate the targets shall be laid down. The aim is to ensure that the mood index provides the Board of Management members with a better picture of employee satisfaction. Accordingly, the criterion of the diversity index is expected to be weighted at 100% within the social subtarget in the 2024 and 2025 financial years.

After the end of the financial year, the Supervisory Board determines a governance factor between 0.9 and 1.1. In this regard, the Supervisory Board evaluates the collective performance of the Board of Management as a whole and the individual performance of the respective Board of Management members with regard to integrity and compliance during the financial year.

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

ESG Factor

$$= [\text{achievement level of environment subtarget} \times 50 \% + \text{achievement level of social subtarget} \times 50 \%] \times \text{governance factor} (0.9-1.1)$$

3.1.3 Calculation of the disbursement amount

The target achievement level is determined after the end of the financial year using the following formula:

Annual bonus

$$= \text{individual target amount} \times \text{overall financial target achievement level} \times \text{ESG Factor.}$$

The Supervisory Board then assesses whether the disbursement amount is to be reduced due to conduct meeting penalty criteria (see 3.3). The disbursement amount calculated in this way is due for payment in the month after the Company's consolidated financial statement is approved for the relevant financial year. The amount disbursed in respect of the annual bonus is capped at 200 % of the target amount.

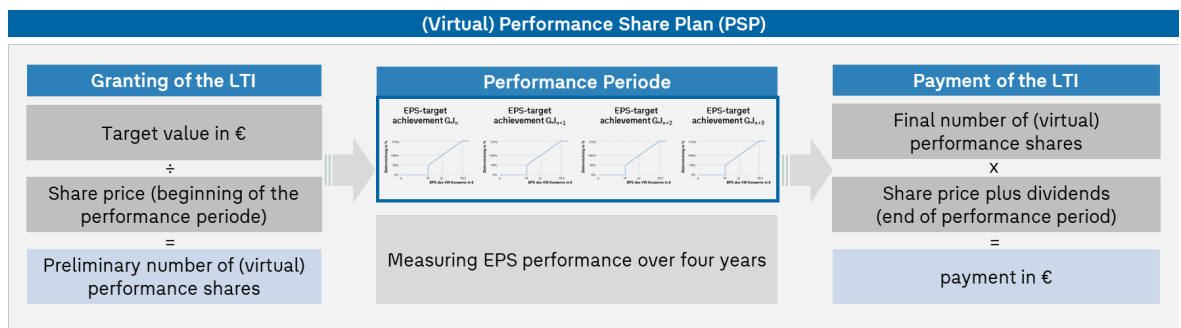
3.1.4 Board of Management members who join/leave the Company during a financial year; extraordinary events or developments

Should the service agreement start or end during the current financial year, the target amount will be reduced pro rata temporis in relation to the time of the beginning or end of the service agreement. The target amount will likewise be decreased pro rata temporis for periods during which the Board of Management member has no claim for remuneration under the existing service agreement (e.g. if the service relationship is suspended or if he/she is unable to work but has no claim for continued payment of his/her remuneration).

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

3.2 Long-term incentive (LTI)

The LTI is granted in the form of a performance share plan with a four-year performance period. The relevant financial performance target is the EPS of Volkswagen Aktiengesellschaft as shown in the annual report as the audited, fully diluted earnings per Volkswagen preference share based on the continued and discontinued divisions.



At the beginning of each financial year, the Board of Management members are allocated a tranche of performance shares of Volkswagen Aktiengesellschaft for the financial year. The performance shares function purely as an operand. The tranche starts on 1 January of the first financial year of the performance period ("Grant Year") and ends on 31 December of the third financial year following the Grant Year. The number of performance shares to be conditionally allocated is calculated based on the relevant target amount agreed at the time of the allocation divided by the arithmetic mean of the closing prices of the Volkswagen preference share (securities identification number: 766403) in the XETRA trading system of Deutsche Börse AG (or the trading system that replaces it) on the last 30 trading days prior to 1 January of the respective performance period.

One quarter of the allocated performance shares is determined at the end of each financial year during the performance period. The number of performance shares to be determined depends on the EPS of the Company. For this purpose, the Supervisory Board determines the following at the beginning of the performance period:

- an EPS minimum value that corresponds to a target achievement level of 50 %,
- an EPS target value that corresponds to a target achievement level of 100 % and
- an EPS maximum value that corresponds to a target achievement level of 175 %.

If the EPS target value is precisely reached in a financial year, 100 % of one quarter of the allocated performance shares will be determined. If the EPS minimum value is precisely reached, 50 % of one quarter of the allocated performance shares will be determined and if the EPS minimum value is not reached, one quarter of the allocated performance shares will be forfeited. If the EPS maximum value is reached or exceeded, 175 % of one quarter of the allocated performance shares will be determined. Linear interpolation will be used to determine values between the EPS minimum value and the EPS target value and between the EPS target value and the EPS maximum value.

At the end of the performance period, the disbursement amount under the performance share plan is calculated by multiplying the determined performance shares by the arithmetic mean of the closing prices of the Volkswagen preference share on the last 30 trading days prior to the end of the performance period and the dividends paid out per Volkswagen preference share during the performance period. Dividends will not accrue interest or be reinvested.

The Supervisory Board then assesses whether the calculated amount is to be reduced due to conduct meeting penalty criteria (see section 3.3). The disbursement amount calculated in this way is due for payment in the month after the Company's consolidated financial statement is approved for the last year of the performance period. The disbursement amount is capped at 250 % of the target amount.

Should the service relationship or the entitlement to participate in the performance share plan start or end during the Grant Year, the target amount – and thus the number of performance shares allocated – will be reduced pro rata temporis. The same applies to periods during which the participant, in the Grant Year, has no claim for remuneration even though the service relationship still continues (e.g. if the service relationship is suspended or if the participant is unable to work but has no claim for continued payment of his/her remuneration). Should the service relationship end due to the permanent disability or death of the participant, all of the allocated performance shares for which the performance period has not yet ended will be disbursed without delay.

All of the performance shares – regardless of whether they have merely been allocated or already determined – of an ongoing performance period will be forfeited and not replaced or compensated in the following cases (“bad leaver cases”):

- The service relationship ends prior to the end of the performance period on the grounds of dismissal by the Company for cause pursuant to section 626 German Civil Code.
- The Board of Management member, prior to the end of the Performance Period, violates the non-compete covenant which is in force during the service relationship or – where this has been agreed upon – a post-contractual non-compete covenant.

Should any extraordinary events or developments occur, Volkswagen Aktiengesellschaft will be entitled to adjust the terms of the performance share plan properly and

at its reasonable discretion. Extraordinary events or developments can be, for example, an acquisition or sale of a company or parts thereof by an undertaking of the Volkswagen Group, material changes in the shareholder structure of Volkswagen Aktiengesellschaft or high inflation.

3.3 Penalty and clawback provision for the variable remuneration

In the event of relevant misconduct ("Conduct Meeting Penalty Criteria") by the Board of Management member during the assessment period relevant for the variable remuneration – in the case of the annual bonus during the relevant financial year and in the case of the performance share plan during the four-year performance period – the Supervisory Board may at its reasonable discretion reduce the disbursement amount by up to 100 % ("Penalty"). Conduct Meeting Penalty Criteria may consist of individual misconduct or organisational misconduct. Should Conduct Meeting Penalty Criteria occur in a year which falls within the assessment period for several variable remuneration components, the Penalty can be set for each of these variable remuneration components, i.e. several variable remuneration components with assessment periods extending over more than one year may be subject to a Penalty based on the same Conduct Meeting Penalty Criteria.

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

4. Other benefits

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

II. Maximum remuneration

The total remuneration of the Board of Management members in a financial year is capped ("Maximum Remuneration"). The total remuneration in this sense essentially includes the base salary disbursed for the respective financial year, the fringe benefits granted for the respective financial year, the service cost in connection with the company pension for the respective financial year, the annual bonus granted for the respective financial year and disbursed in the following year, and the amount disbursed in the respective financial year under a performance share plan whose performance

period ended immediately prior to the respective financial year. The maximum remuneration also applies after the termination of the appointment and the service agreement.

Should the Supervisory Board grant new Board of Management members benefits that are temporary or that have been agreed for the entire term of the service agreement, these benefits will also be taken into account as part of the Maximum Remuneration in the financial year for which they are granted.

The Maximum Remuneration is EUR 8,500,000 gross per financial year for the Board of Management members and EUR 15,000,000 gross per financial year for the Chairman of the Board of Management. Should the calculation of the total remuneration result in an amount that exceeds the Maximum Remuneration, the amount disbursed for the annual bonus will be reduced. Should reducing the annual bonus not be enough to comply with the Maximum Remuneration, the Supervisory Board may, at its due discretion, reduce other remuneration components or require the repayment of remuneration that has already been disbursed.

In addition to the set Maximum Remuneration, the cash remuneration of the Board of Management members will also continue to be capped. The cash remuneration in this sense consists of the base salary disbursed for the respective financial year, the annual bonus granted for the respective financial year and disbursed in the following year as well as the amount disbursed in the respective financial year under a performance share plan. The capping of the cash remuneration also applies after the termination of the appointment and the service agreement. The cash remuneration is capped at EUR 7,000,000 gross per financial year for the Board of Management members and at EUR 12,500,000 gross per financial year for the Chairman of the Board of Management. In addition, the amounts disbursed for the annual bonus and performance share plan are moreover capped at 200 % and 250 % of the relevant target amount respectively.

III. Remuneration-related legal transactions

1. Term of remuneration-related legal transactions

1.1 Term of service agreements

The service agreements of the Board of Management members apply for the duration of their appointments as Board of Management members. In the case of a first-time appointment, the Supervisory Board will determine the duration of the appointment in a manner appropriate to the respective individual case and bearing in mind the company's best interests. The term of office for Board of Management members who are reappointed may not exceed five years.

1.2 Tie-in clause

In the case of the revocation of the appointment as a member of the Board of Management pursuant to section 84(4) Aktiengesetz (German Stock Corporation Act) as well as in the case of a justified resignation from office by the Board of Management member, the service agreement will end on the expiry of the regular notice period pursuant to section 622(1), (2) German Civil Code, provided that it was not terminated at an earlier point in time for cause.

2. Compensation for loss of office

In the case of the revocation of the appointment pursuant to section 84(4) Aktiengesetz, the Board of Management member will – except where there is good cause entitling the Company to terminate the service agreement for cause or where the appointment is revoked due to a gross breach of duty – receive a severance payment in the amount of the total remuneration of the past financial year, calculated as of the date of the termination of the appointment as member of the Board of Management up to the end of the regular term of the appointment, for a maximum of two years. Any temporary benefits granted to new Board of Management members will not be taken into account for the calculation. Should a Board of Management member leave during the course of the first financial year of the appointment, the calculation can by way of exception be based on the expected total remuneration for the current financial year. The severance payment will be paid as a one-off payment or in a maximum of 24 monthly instalments from the time of the termination of the appointment as member of the Company's Board of Management. The contractual remuneration which the Company pays for the period from the termination of the appointment until the end of the service agreement will be set off against the severance payment. Should the Board of Management member take up other work after the termination of his/her appointment, the amount of the severance payment will be reduced by the amount of the income earned from that work.

3. Compensation for observing post-contractual non-compete covenant

The Supervisory Board is entitled to agree a post-contractual non-compete covenant with the Board of Management members and to grant compensation for observing the post-contractual non-compete covenant. Should a post-contractual non-compete covenant be agreed, any severance payment will be set off against the compensation received for observing the post-contractual non-compete covenant.

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

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

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

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

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

The Supervisory Board and the Executive Committee will take appropriate measures to ensure that potential conflicts of interest of the Supervisory Board members involved in the discussions and decisions on the remuneration system are avoided and, if necessary, resolved. Every Supervisory Board member is obliged to disclose conflicts

of interest to the Chairman of the Supervisory Board. The Chairman of the Supervisory Board will disclose any conflicts of interest concerning him to his deputy. Decisions will be made on how to deal with an existing conflict of interest on a case by case basis. It could, in particular, be decided that the Supervisory Board member who has a conflict of interest is not to participate in a meeting or take part in individual discussions and decisions of the Supervisory Board or the Executive Committee.

The Supervisory Board may temporarily deviate from the remuneration system and its individual components as well as from the conditions of individual remuneration components or introduce new remuneration components if this is necessary in the interest of the long-term well-being of Volkswagen Aktiengesellschaft. The Supervisory Board reserves the right to make such deviations in particular in exceptional circumstances, such as an economic or corporate crisis. In the event of an economic crisis, the Supervisory Board may deviate in particular from the plan conditions of the annual bonus and/or the performance share plan.