

Accession Letter

To: Nordic Trustee & Agency AB (publ) as Security Agent

From: BOS Automotive Products Romania S.C.S. and BOS GmbH & Co. KG

Dated: 29 August 2025

Dear Sir/Madam

Guarantee and Adherence Agreement

dated 11 July 2025 (the "Agreement")

- 1) We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
- 2) BOS Automotive Products Romania S.C.S. agrees to become an Additional Guarantor and to be bound by the terms of the Agreement, pursuant to Clause 11.1 (*Additional Guarantors*) of the Agreement. BOS Automotive Products Romania S.C.S. is a company duly incorporated under the laws of Romania and is a limited liability company with sole registration number 14300172.
- 3) The Issuer confirms that no Event of Default is continuing or would occur as a result of BOS Automotive Products Romania S.C.S. becoming an Additional Guarantor.
- 4) The following Clause 9.6 shall be added to Clause 9 (*Guarantee Limitations*):

Notwithstanding any provision to the contrary set out in any of the Finance Documents, including this Agreement, any Security, guarantee, indemnity and any other obligations and/or liabilities granted by any Guarantor having its corporate seat in Romania (each, a "Romanian Guarantor") under this Agreement and according to any of the other Finance Documents, including this Agreement is subject to the following limitations:

- i) shall be limited to (and may not exceed) the maximum of amounts in exchange for which the Romanian Guarantor would ensure under and/ or in relation to the Finance Documents, including this Agreement, a corporate benefit at arm's length, thus ensuring the compliance by the Romanian Guarantor with the Romanian legal requirements regarding the existence of corporate benefit at arm's length (including legal capacity of the Romanian Guarantor and underlying cause of an agreement), as a validity condition for the agreements entered into by the Romanian Guarantor and/or to ensure that none of the directors, management, officers and shareholders of the Romanian Guarantor breach any of its obligations towards the Romanian Guarantor and do not incur any obligation or liability in this respect, so that articles 1179 and 1236 of the Romanian Civil Code would not and will not be infringed;*
- ii) shall not include any obligation or liability which, if incurred, (i) would give rise to any obligation or liability for misuse of corporate assets or to any obligation or liability (criminal or otherwise) for the founders (i.e., "fondatori", as such term is understood under Romanian law), shareholders, directors, managers, other executive officers or legal representatives of the Romanian Guarantor or (ii) would qualify as payment of dividends from fictitious profits or which could not have been distributed or (iii) would*

give rise to any obligation or liability for any of the persons listed under item (i) of this paragraph ii) under or in relation to any of articles 272, 2721 and 273, or, to the extent deemed applicable by any court or authority, of article 275 of the Romanian Companies Law.

For the purposes of this Clause 9.6, the following defined terms have the following meanings:

"Romanian Civil Code" means the Romanian Civil Code approved by law no. 287/2009, published in the Official Gazette, Part I, no. 511/24 July 2009, as further amended and supplemented by law no. 71/2011 on the application rules of the civil code published in the Official Gazette, Part I, no. 409/10 June 2011.

"Romanian Companies Law" means the Romanian law no. 31/1990 on companies, as amended from time to time

- 5) BOS Automotive Products Romania S.C.S. administrative details are as follows:

Address: Arad, FN Calea Bodrogului (Airport platform), Arad County, Romania

Attention: Mr. Marcel Lehmann (mlehmann@bos.de) and

Mr. Andreas Huck (ahuck@bos.de)

- 6) This Accession Letter, and any non-contractual obligations arising out of or in connection therewith, is governed by Swedish law.

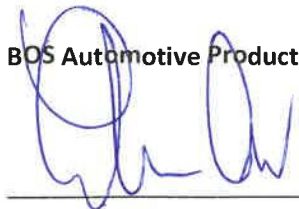
BOS GmbH & Co. KG



Name: MARCEL LEHMANN Name:

BOS Automotive Products Romania S.C.S. hereby expressly acknowledges that it has read, understood and accepted each and every provision of this Accession Letter (and the Agreement) and BOS Automotive Products Romania S.C.S. confirms and acknowledges that it has negotiated with the Security Agent each clause of this Accession letter and the Agreement ("negotiation" meaning both the exchange of proposals between the Parties which has resulted in a final agreement in relation to certain clauses, and the unconditional acceptance by a Party of the clauses proposed by another Party), so that these do not constitute standard clauses (*clauze standard*), as defined by Article 1.202 of the Romanian Civil Code. Furthermore, in accordance with Article 1.203 of the Romanian Civil Code, BOS Automotive Products Romania S.C.S. hereby expressly acknowledges and accepts Clause 6 of this Accession and clauses 2(c), 2(d), 2(e), 2(f), 2(g), 2(h), 2(i), 3, 5, 6, 8, 10, 14 and 15 of the Agreement, as well as each and every provision of this Accession Letter and the Agreement providing: A) in favour of the Security Agent: (i) limitations of liability, (ii) the right to unilaterally terminate the Agreement, (iii) the right to suspend the performance of its obligations; or B) in respect of BOS Automotive Products Romania S.C.S.: (i) the loss of rights, (ii) the loss of benefit of term, (iii) the limitation of the right to raise exceptions, (iv) the limitation of the right to contract with third parties, (v) silent prolongation of the Agreement, (vi) the applicable law, (vii) dispute resolution clauses or provisions derogating from competent courts' jurisdiction rules, so that these do not constitute unusual clauses (*clauze neuzuale*). BOS Automotive Products Romania S.C.S. confirms and acknowledges that this Accession Letter and the Agreement are the outcome of negotiation among the Parties and represents the full agreement of the Parties with respect to absolutely all the essential and secondary aspects of this Accession Letter and the Agreement and it does not represent an adhesion contract (*contract de adeziune*) in the sense of Article 1.175 of the Civil Code.

BOS Automotive Products Romania S.C.S.



Name: MARCEL LEHMANN Name: