

BENEFIT PLAN

of the group support fund

EPF Euro-BetriebsPensionsFonds e.V.

for the employees of

Rivian & VW Group Tech GmbH

as of May 1st, 2025

The executive board of the group support fund

EPF Euro-BetriebsPensionsFonds e.V.

(hereinafter called "Support Fund")

has in agreement with

Rivian & VW Group Tech GmbH

(hereinafter called "Company")

as Sponsor Company set up the following

BENEFIT PLAN

in order to grant the Company's employees who are based in Germany- in addition to the German statutory pension insurance- supplemental benefits for retirement and disability, as well as for survivors in the event of the eligible employee's death.

This benefit plan has no legal affiliation to any other existing benefit plans or pension schemes set up within the Company.

In the following, the term "beneficiary", "employee", "civil partner", "common-law spouse", "survivor" is used regardless of gender.

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I. ELIGIBILITY / GENERAL CONDITIONS FOR THE PAYMENT OF BENEFITS

- (1) All employees in contractually limited and contractually unlimited employment who have not yet completed age 62 at start of service with the Company or at the effective date of the benefit plan are eligible for participation in the plan. However, employees in the passive phase of partial retirement or who are released from their contractual duty per their employment contract following a terminated employment relationship or those who are interns and working students are not included in the group of beneficiaries.
- (2) Eligibility means that the employee is the potential recipient of the benefits according to the stipulations of this Benefit Plan. If, to what extent and at which point in time a benefit becomes due, is subject to the further requirements of this Benefit Plan.
- (3) Employees who are taken over by the Company as part of a transfer of business per § 613a BGB, are not included in the group of beneficiaries.

II. CIRCLE OF BENEFICIARIES / INCLUSION AND LEAVING

- (1) The inclusion in the group of beneficiaries to benefits acc. to Clause I starts with the 1st of the month that follows or coincides with the date on which the employee starts employment with the Company, however, not before the effective date of this Benefit Plan.
- (2) If the beneficiary is prevented from fulfilling their occupational duties in full at the respective time of the start of the benefit (e.g. maternity leave, parental leave or sabbatical), their benefit shall start on the 1st of the month following or coinciding with the day of the recommencement of their occupational duties.
- (3) Eligibility requires that the beneficiary must have been informed of the provision by the Support Fund and a benefit scheme must have been concluded in accordance with Clause XII.
- (4) An eligible employee who leaves the Company before benefits become due remains eligible only if the requirements for vesting according to Clause XI of the Benefit Plan are fulfilled.
- (5) A beneficiary shall cease to be a beneficiary in the following cases:
 - a) after termination of the employment relationship;
 - b) only for Clause III Para. (1) a) - c): if and as long as the beneficiary does not fulfill his/her official obligations in the current employment relationship, e.g. at the start of parental leave, passive partial retirement (leave of absence phase), a sabbatical or comparable status;
 - c) only for Clause III Para. (1) d) - e): upon receipt of retirement benefits in accordance with Clause III Para. (1) a) - c);
 - d) upon reaching the standard retirement age in the German statutory pension insurance scheme;

- e) after termination of membership of the social security system from the Federal Republic of Germany.

III. TYPE OF BENEFITS

- (1) The following benefits are being granted:
 - a) Retirement Lump Sum (Clause V)
 - b) Early Retirement Lump Sum (Clause VI)
 - c) Survivors' Benefits (Clause VII)
 - d) Survivors' Lump Sum (Clause VIII)
 - e) Occupational Disability Lump Sum (Clause IX)
- (2) The amount of the benefits acc. to Para. (1) a) – c) is based on the benefits of the reinsurance contract acc. to Clause XII and on the benefit contribution acc. to Clause IV Para. (1) as well as the actuarial conversion of the benefit contribution into a benefit.
- (3) The amount of the benefits acc. to Para. (1) d) – e) is based on the annual base salary valid on the annual computation date.
- (4) The annual base salary includes the regular salary excluding all other payments such as bonuses, commissions, overtime or shift allowances, capital accumulation benefits, or other non-cash benefits. Computation date is the date of start of eligibility acc. to Clause II and thereafter the 1st of July of each year.

IV. BENEFIT CONTRIBUTION

- (1) Once a year the Company provides a benefit contribution for the eligible employee to fund the retirement lump sum acc. to Clause V and VI and the Survivors' Benefits acc. to Clause VII. The annual benefit contribution amounts to 4 % of the contractually agreed upon annual gross base pay and will be paid into the reinsurance contract acc. to Clause XII.
- (2) The benefit contribution will be granted by the Company from the start of eligibility for each full calendar month of the employee's employment with the Company.
- (3) If one of the reasons for leaving the company described in Clause II Para. (5) applies, payment of pension amounts in accordance with Clause IV shall be discontinued for the future:

In this case, the amount of the pension benefit in accordance with Clauses V, VI and VII corresponds to the part of the reinsurance policy set up for the beneficiary until payment of the pension amount ceases. If the employment relationship is continued in the case of letter b), the pension benefit is

increased by the payment of further pension amounts from the 1st of the month in which the employee resumes his or her official duties.

V. RETIREMENT LUMP SUM

- (1) An eligible employee who retires from service with the Company on or after their normal retirement date will receive a one-time retirement lump sum payment.
- (2) Normal retirement date is the 1st of that month that follows or coincides with the date of completion of the retirement age of the German statutory pension insurance.
- (3) The one-time retirement lump sum payment corresponds to the actuarial conversion of the annual benefit contributions acc. to Clause IV Para. (1) paid into the reinsurance via the Support Fund acc. to Clause XII. The amount of the one-time retirement lump sum is documented by means of annual benefit statements.
- (4) If the Support Fund can claim higher guaranteed benefits for the beneficiaries than as intended by the Benefit Plan (so-called “surplus sharing”), the benefits shall increase accordingly from the time the guaranteed increase of the reinsured sum becomes effective.

VI. EARLY RETIREMENT LUMP SUM

- (1) An eligible employee who leaves the Company due to early drawing of full German statutory pension insurance by reason of age will receive an early retirement lump sum on request.
- (2) The amount of the early retirement lump sum corresponds to the actuarial conversion of the annual benefit contributions acc. to Clause IV Para. (1) paid into the reinsurance according to Clause XII until the drawing of the early retirement lump sum.

VII. SURVIVORS' BENEFITS IN THE EVENT OF DEATH BEFORE REACHING NORMAL RETIREMENT AGE

- (1) If the eligible employee dies during the existence of an employment relationship with the Company before drawing on the retirement lump sum acc. to Clause V or an early retirement lump sum acc. to Clause VI, the survivors acc. to Para. (3) will be granted a survivors' benefit in the order of precedence stated therein.
- (2) The amount of survivors' benefit corresponds to the total of benefit contributions paid in for retirement pension according to Clause IV Para. (1).

- (3) The survivors' benefit is in the following order of precedence to be paid:
- a) to the surviving spouse, with whom the eligible employee was married to at the time of death, or the civil partner, with whom the eligible employee was living in a legally recognized civil lifetime partnership acc. to Section 1 German Lifetime Partnership Act (LPartG) at the time of death.
 - b) if there is no survivor acc. to a) - to the common-law spouse, with whom the eligible employee was living in a cohabitation with intended permanence, as far as the name and address had been designated in writing to the Support Fund and the eligible employee confirms that a shared household is in existence. The eligible employee is obliged to immediately inform the Support Fund of any change to these conditions. The common-law spouse must be stated by name, incl. address, in the form "Designation of Beneficiary of Survivors' Benefits". There will be no entitlement to benefits if said form is not available on the occurrence of an insured event.
 - c) as far as there are no survivors acc. to a) or b) - to the children in terms of Section 32 German Income Tax Law (EStG), with the requirements of Section 32 EStG having to be complied with either by the eligible employee or, if they have been designated and permanently reside in the insured employee's household, by the spouse, the legally recognized civil partner or the designated common-law spouse. The same applies to designated grandchildren who are accommodated and taken care of in the eligible employee's household on a permanent basis and fulfill the other requirements of Section 32 EStG.
- (4) If an eligible employee commits suicide before the expiration of 3 years after eligibility to the benefits acc. to Clause II, the survivors' benefit will only be granted, if it can be proven that the act was committed in a state of mental disorder excluding the ability to exercise free will.

VIII. SURVIVORS' LUMP SUM

- (1) If an eligible employee dies during employment with the Company before reaching the legal retirement age of the German statutory pension insurance, a non-recurrent survivors' lump sum will be granted. The survivors' benefit shall be paid to the survivors according to the order of precedence described under Clause VII Para. (3).
- (2) The survivors' lump sum amounts to 200 % of gross annual fixed salary acc. to Clause III Para. (4), however not more than EUR 170,000.
- If there are no survivors acc. to Clause VII Para. (3) a) to c), a death benefit of max. 7,669 EUR will be paid as the overall benefit to a person named in writing to the Company and subsequently to the Support Fund in accordance with Section 15 of the German Fiscal Code.
- (3) There is no entitlement to benefits if the death was caused by one of the following actions by the beneficiary:

- a) intentional self harm;
- b) deliberate self-injury.

If the eligible employee's commits suicide within 3 years from the start of eligibility to benefits (acc. to Clause II), the survivors' benefit will not be granted unless it can be proven that the act was committed in a state of mental disorder.

Furthermore, there is no entitlement to benefits if the benefit claim is caused:

- c) by an unlawful act through which the surviving beneficiary intentionally brought about the death of the beneficiary;-
- d) by an event that occurs in a region in which the employee, despite the presence of a travel warning from the Foreign Office of the Federal Republic of Germany (www.auswaertiges-amt.de) elected not to leave within 14 days, despite the possibility to do so;
- e) through active participation in a war, a terrorist attack or civil unrest; however, benefits are not excluded if the employee dies as a result of incidental proximity to a military event, terrorist attack or civil unrest in which they were not actively involved; this does not apply to regions for which there is a travel warning from the Foreign Office at the time of the insured event (see d);
- f) directly or indirectly by the deliberate use of nuclear, biological or chemical weapons or the deliberate use or deliberate release of radioactive, biological or chemical substances, where the use or release of such substances is aimed at endangering the life or health of a large number of people;
- g) nuclear radiation, which jeopardizes the life or health of people in such a way that a civil protection authority or similar authority has acted to counteract the threat;
- h) by intentional execution or the attempt of a criminal offense.

IX. OCCUPATIONAL DISABILITY LUMP SUM

- (1) An eligible employee who leaves the Company due to occupational disability in accordance with the reinsurance conditions before attaining the statutory retirement age for drawing a full pension (retirement pension) under German statutory pension insurance will receive a one-time occupational disability lump sum.

The entitlement arises, at the earliest, 6 months after the onset of the occupational disability, as long as the employee is still alive and the occupational disability is reported by the eligible employee.

- (2) The occupational disability lump sum amounts to 200 % of gross annual fixed salary acc. to Clause III Para. (4), however not more than EUR 170,000. In the last 5 years before attainment of the statutory retirement age, it will reduce monthly by one sixtieth of its amount.

- (3) Occupational disability (partial reduction in earning capacity) acc. to the reinsurance conditions exists, if the eligible employee, after the beginning of the entitlement and before reaching the German statutory pension insurance retirement age
- a) as a result of illness, injury or more than age-related loss of strength, which is to be certified by a doctor;
 - b) has been incapable of fully exercising their last occupational activity prior to the occurrence of the occupational disability for at least 6 consecutive months (minimum duration) to at least 50 %
 - c) if after 6 months of occupational disability, is unable to perform the occupational activity last performed before the onset of occupational disability at a capacity of at least 50 %
 - d) retires from the employer's service because of the incapacity to work.

Furthermore, the eligible employee must be unable to perform at least 50 % of any new occupation taken up after the onset of occupational disability - corresponding to training and experience as well as position in life (right to specific referral).

The previous position in life corresponds only to an activity that is not noticeably lower in remuneration and social standing than the previously exercised activity. As a general rule, Supreme Court case law currently considers a reduction in compensation of up to 20 % as still reasonable.

An abstract reference to other activities of which an insured person is capable due to their knowledge and abilities is waived. This means that, in the case of a claim, only the occupational activity most recently performed before the onset of occupational disability and any new occupational activity commenced after the onset of disability - commensurate with education, experience and life position - will be considered.

- (4) Benefits may be granted before the end of the minimum period if the other eligibility conditions are fulfilled and the eligible employee
- a) receives a pension approval notice from the German Pension Fund due to partial or total reduction in earning capacity within the minimum period after the beginning of the period of incapacity,
 - b) does not receive a sickness benefit from the statutory health insurance or a daily sickness benefit from private health insurance.
- (5) No occupational disability lump sum shall be granted if the employee has already once received this type of benefit from the Support Fund: Moreover, the exclusions according to Clause VIII Para. (3) apply accordingly.
- (6) The obligation to pay benefits in the event of occupational disability shall be governed exclusively by the terms and conditions of the reinsurance policy applicable when the occupational disability occurs.

X. LIMITATION OF THE AMOUNT OF BENEFITS

If not defined otherwise, the amount of the benefits is limited to the maximum amounts for survivors' and long-term disability benefits or their authoritative present values for the lump sum benefit payments determined for tax-exempt support funds in Section 2 Para. (1) German Income Tax Ordinance (Annex).

XI. EARLY TERMINATION OF SERVICE (VESTING)

- (1) An eligible employee who leaves the Company is entitled to 100 % of the accrued benefit lump sums acc. to Clause III Para. (1) a) and (1) b), as well as the survivors' benefits acc. to Clause III Para. (1) c).

An eligible employee who leaves before the occurrence of an insured event in terms of Clause III Para. (1) d) and (1) e) retains entitlement if at the time the employment relationship with the Company is terminated, the statutory vesting requirements acc. to Section 1b of the German Company Pension Law (BetrAVG) have been fulfilled.

- (2) The vested entitlement to the retirement lump sum and survivor's benefits acc. to Clause III Para. (1) a) until (1) c) corresponds to the benefits of the reinsurance acc. to Clause XII accrued by means of the benefit contributions acc. to Clause IV Para. (1) paid in until the eligible employee's leaving, incl. the surpluses. The vested entitlement to the retirement lump sum acc. to Para. (1) will continue to increase acc. to Clause V Para. (4).
- (3) The vested entitlement to the survivor's lump sum and the occupational disability pension in terms of Clause III Para. (1) d) and (1) e) shall be determined according to Section 2 Para. (1) of the BetrAVG and shall be adjusted by 1 % each year.
- (4) Modifications to the Benefit Plan as well as to the assessment bases for benefits, as far as they occur after the eligible employee's leaving, will not be considered in the determination of the amount of the vested entitlement to benefits.
- (5) The Support Fund will inform the terminated eligible employee whether the conditions for vesting have been fulfilled and to how much the vested entitlement to the benefits amounts.
- (6) The Support Fund reserves to pay off vested entitlements to benefits acc. to Para. (1), in so far as this does not contradict the stipulations of Section 3 (1) BetrAVG. The lump sum settlement of vested entitlements shall be calculated at least according to the cash value of the vested entitlement when service is terminated; in which case the reinsurance's calculation bases acc. to Clause XII and the accepted rules of actuarial mathematics shall be decisive.

XII. REINSURANCE / PARTICIPATION OBLIGATIONS

- (1) The Support Fund will secure the benefits provided for in this Benefit Plan by taking out a corresponding reinsurance contract. All rights out of this contract are held exclusively by the Support Fund.

The amount of the pension benefits pursuant to Clause III Para. (1) shall be documented annually by means of benefit statements.

- (2) Each eligible employee is obliged to provide all the documents necessary for the taking out and the implementation of an insurance, and, if necessary, especially for the detection and verification of disability -, to truthfully provide information on the employee's state of health. Furthermore, the eligible employee is obliged to undergo necessary medical examinations.

No benefits acc. to this Benefit Plan shall be granted if the eligible employee refuses to cooperate in the taking out or the implementation of an insurance contract or does not truthfully answer questions on their state of health.

If, due to the eligible employee's medical condition, the benefits provided for cannot be insured at all or are only insurable to a limited extent in the scope of the reinsurance, the Support Fund reserves the right to promise benefits deviating from this Benefit Plan in respect to the conditions for their granting as well as to the type and the amount.

XIII. DRAWING OF BENEFITS / CERTIFICATIONS

- (1) The following certificates are to be provided on written application for of the drawing of benefits acc. to Clauses V - VII:

- a) official certificate of the eligible employee's date of birth (birth certificate);
- b) if applicable, social security pension approval notification of early retirement pension;
- c) in the event of death, the eligible employee's death certificate and the entitled spouse's marriage certificate as well as, on request, detailed medical or official certification of the cause of death and on the beginning and course of the illness that led to the eligible employee's death. In the case that a partner in life is claiming the benefit, an official certificate of the registered relationship is to be submitted. A common-law spouse must, on request, prove that at the time of the eligible employee's death, a cohabitation with intended permanence was in existence;
- d) an official certificate that the eligible employee is still alive or further certification, as far as this may be necessary for the granting of benefits.

- (2) The following certificates are to be provided on application of the survivor's lump sum acc. to Clause VIII:

- a) a certified copy of the eligible employee's official death certificate from which the name and dates of birth and death can be derived;

- b) a copy of the identity card or passport;
 - c) detailed medical or official certificate of the cause of death as well as on the beginning and course of the illness that led to the eligible employee's death;
 - d) proof of employment;
 - e) copies of the payslips for the last three months prior to the onset of the disability, as well as the previous year's December income statement indicating the total annual earnings.
- (3) In the case of disability (Clause IX), the eligible employee is required to complete a questionnaire from the reinsurer. This pertains, for example, to the cause, commencement, nature, course and probable duration of the illness, a description of the last occupational activity, information and proof of income; the names of insurance companies, social security funds or other benefit providers from which occupational disability benefits are being or can be claimed.

In addition, the following documents may be required:

- a) a copy of the identity card or passport;
 - b) detailed reports from the attending physicians, including, where available, copies of hospital and rehabilitation discharge reports and assessments prepared on behalf of other providers;
 - c) copies of the payslips for the last three months prior to the onset of the disability, as well as the previous year's December income statement indicating the total annual earnings.
- (4) The certificates acc. to Para. (1) may also be requested if a lump-sum settlement acc. to Clause XI Para. (6) or an annuity benefit payment acc. to Clause XIV Para. (3) is to be effected.
- (5) As long as the certificates have not or partially been submitted to the Support Fund, payments may be postponed.
- (6) The cost of providing the above evidence shall be borne by the person claiming the benefits. All documents must be submitted in German.

XIV. START, END AND PAYMENT OF BENEFITS

- (1) The benefits out of this Benefit Plan are taxable gross amounts. If applicable, these are also subject to statutory health and nursing care insurance contributions. These benefits will be paid by the Company on behalf of the Support Fund or by the Support Fund to the beneficiary after deduction of taxes and other statutory levies such, if applicable, health and nursing care insurance contributions, to be withheld.
- (2) The retirement lump sum acc. to Clause V or the early retirement lump sum acc. to Clause VI will be paid on February 1st of the year following the benefit due date.

The survivors' benefits acc. to Clause VII will be paid on the first of the month following the date the benefits become due.

The survivors' lump sum or occupational disability lump sum acc. to Clause VIII and IX shall be paid to the beneficiary. In the case of an occupational disability lump sum, the payment will be effected at the time at which the conditions for the granting of benefits have been fulfilled and at which the eligible employee no longer receives any pay from the Company.

A possible lump sum settlement of vested entitlements acc. to Clause XI Para. (6) will, after consultation, be paid to the beneficiary by the Company on behalf of the Support Fund.

In exercising the option for a pension instead of the retirement lump sum payment acc. to Para. (3), the retirement pension will be paid by the 15th of each month and in the amount of one twelfth of their annual total. The first payment shall be made for the full month in which the conditions for the granting of benefits have been fulfilled and for which the beneficiary no longer receives any pay from the Company. The payments will end with the completion of the month in which the conditions for the granting of benefits cease to exist.

- (3) The Support Fund may - according to Clause V Para. (3) and Clause VI Para. (2) and with the Company's and the beneficiary's consent replace benefit entitlements by means of an actuarially determined equal retirement pension, payable for life, in accordance with the calculation basis of the reinsurance.

For the calculation of the retirement pension, the actuarial calculation basis of the reinsurance acc. to Clause XII at the time of selecting the retirement pension option will be decisive. The amount of the aforementioned retirement pension will equal at least the minimum pension amount shown in the annual benefit statements.

The Support Fund must be notified in writing of the decision to exercise the pension option no later than 4 months before the insured event occurs.

The pension payment is paid directly from the Support Fund to the beneficiary.

- (4) In the event an eligible employee dies after exercising the option of retirement pension, their survivors shall receive a benefit in the order of precedence mentioned in Clause VII Para. (3). The benefit is a lump sum, the amount of which is based on the annuity guarantee period as agreed upon in the reinsurance contract, as well as the annuities already paid until the beneficiary's death.
- (5) The survivors' benefits acc. Para. (4) and in the event of death before reaching normal retirement age acc. to Clause VII, will be paid to the beneficiary by the Support Fund. If the beneficiary is a minor, the payment will be made to the legal representative.

- (6) The payment of the benefits out of this Benefit Plan is effected cashless to an account of a domestic or foreign financial institution. For payments to a foreign financial institution, the beneficiary shall also bear, in addition to the costs of the transfer, the corresponding risk of transmission.
- (7) Benefits received in error are to be paid back to the Support Fund.

XV. BENEFICIARY'S OBLIGATIONS

- (1) Each eligible employee is obliged to immediately inform the Support Fund and the Company about any changes with regard to the beneficiary of the survivors' benefits.
- (2) On the due date of lump sum payments, as well as annually for the duration of annuity payments acc. to Claus XIV Para. (3), the beneficiary must provide the Support Fund with a tax ID number as well as all other necessary information, in particular, with regard to membership in a state sickness fund.
- (3) The Support Fund has the right, with respect to annuities in payment to, at any time, request confirmation that the beneficiary is still alive.

XVI. INDEXATION OF ANNUITY PAYMENTS

The Support Fund will carry out indexation of any annual annuity payments acc. to Clause XIV Para. (3). The scale of indexation is based on the supplementary pension out of the surplus sharing of the reinsurance as of start of benefit payments. The annual indexation, however, will at least amount to 1% and will be effected on January 1st of each year (standardized indexation date). Where applicable, the first indexation will be effected on a pro rata basis. As a result of the annuity indexation, the statutory obligation to adjust pension benefits to offset inflation acc. to Section 16 Para. 3 No. 1 BetrAVG is not applicable.

XVII. VOLUNTARINESS OF BENEFITS

The granting of benefits in accordance with this Benefit Plan is made voluntarily, and subject to the statutory provisions applicable to tax-exempt Support Funds cited below. The recipients of the benefits do not have any legal claim against the Support Fund. Even repeated payments, cannot establish a legal claim against the Support Fund.

“EPF Euro-BetriebsPensionsFonds e.V., is a benefit institution that does not grant a legal claim to its benefits (Support Fund) and for which the special stipulations of the German Company Pension Law of 19.12.1974 (Federal Law Gazette I page 3610 (BGBl. I, S. 3610) as amended from time to time apply.

Even repeated payments or benefits in regular payment will not substantiate a beneficiary's claim, neither against EPF Euro-BetriebsPensionsFonds e.V., nor against its board.

Any claims in the case of discontinuation or reduction of benefits are not to be enforced against the EPF Euro-BetriebsPensionsFonds e.V., but against the Company only.”

XVIII. ASSIGNMENT AND PLEDGING

The benefits provided for may neither be assigned nor pledged. Assignments or pledges made in spite of this stipulation will be null and void for the Support Fund, unless legal stipulations contradict this stipulation.

XIX. RESERVATIONS

- (1) The Support Fund reserves the right to adjust this Benefit Plan, reduce or discontinue benefits, if the conditions prevailing at the time of implementation of the Benefit Plan have significantly changed and to such a substantial degree, that the Company can no longer be expected to make allocations for maintaining the benefits specified, even after objective consideration of the beneficiaries' interests.
- (2) In the case of an adjustment to the Benefit Plan, the assets accumulated in the reinsurance of the Support Fund up to that point in time will be used, without restriction, for benefit payments to the beneficiaries in accordance with the Articles of Association of the Support Fund.
- (3) Furthermore, the Support Fund reserves the right to reduce or discontinue benefits, if the beneficiary commits acts that grossly contravene the principles of good faith or that would authorise a termination without notice by the Company.
- (4) A possible change of the Benefit Plan may also be effected through a subsequent works council agreement. The consent of the survivors is not required.
- (5) Insofar as the Company has granted or still grants the beneficiary a further commitment to company pension benefits, this shall remain unaffected by the present commitment and vice versa.

XX. STATUTORY INSOLVENCY SAFEGUARD

The German Pension Security Association safeguards the benefits in payment and statutory vested entitlements against the Company's insolvency in the scope of the legal stipulations. The necessary contributions will be borne by the Company.

XXI. DATA PROTECTION CLAUSE

For the purpose of the implementation and processing of the participation to the Benefit Plan, and for the processing and administration of benefits under this Benefit Plan, the Support Fund processes personal data of the beneficiaries, however, only to the extent necessary for this purpose. Further information relating to data protection, can be found in the Annex to the Membership Agreement.

XXII. EFFECTIVE DATE

This Benefit Plan becomes effective on May 1st, 2025.

The countersignature of this Benefit Plan by the Company also applies to the attached authorisation (Enclosure 1) and the application for the transfer of employer obligations (Enclosure 2).

The Company consents to the above stated Benefit Plan and confirms that it has announced it to the eligible employees.

ENCLOSURE 1

to the Benefit Plan of EPF Euro-BetriebsPensionsFonds e.V.

for

Rivian & VW Group Tech GmbH

Power of Attorney

We hereby authorise the Support Fund to settle the vested pension entitlements of our beneficiaries in accordance with Clause XI (6) of the Benefit Plan, insofar as the provisions of § 3 (1) BetrAVG (Annex) do not conflict with this and this appears necessary according to the Support Fund. If, at the time of the intended settlement, a contact person of the Company is available to the Support Fund, the proposal must be approved by this person in advance.

ENCLOSURE 2

**Transfer of employer obligations pursuant to § 38 para. 3a EStG
to the EPF Euro-BetriebsPensionsFonds e.V. (EPF)**

Tax Number.: 143/239/20029

In relation to the benefits promised through the EPF to our (former) employees, we agree to transfer the responsibilities regarding the payment of the employee benefits and the associated employer obligations to the EPF until further notice.

Name of the sponsor company:

Rivian & VW Group Tech GmbH

Address of the sponsor company:

Weddigenweg 40
12205 Berlin

Tax number:

29/494/31541

Date of the payment obligation as transferred:

01.05.2025

ANNEX
to the Benefit Plan of EPF Euro-BetriebsPensionsFonds e.V.

for
Rivian & VW Group Tech GmbH

German Regulation Implementing Corporation Tax

as amended and promulgated on February 22nd, 1996 (Federal Law Gazette I page 365), last amended by Article 2 of the Regulation of April 1st, 2015 (Federal Law Gazette I page 434)

The current version of the law shall apply.

- Excerpts -

§ 2 Funds with beneficiaries' legal claims

- (1) Each legal claim granted by pension or burial funds may not, subject to Paragraph 2, exceed the following amounts:

Pension	25,769 Euro	annually,
Widow's/widower's pension	17,179 Euro	annually,
Orphans' pension	5,154 Euro	annually for each half-orphan,
	10,308 Euro	annually for each orphan,
Death benefit	7,669 Euro	as maximum amount.

- (2) With the exception of the claim to death benefits, the legal claims may not exceed the amounts stated in Paragraph 1 in more than 12% of all the claims. This applies, without restriction, with regard to not more than 4% of all claims. In all other cases, the legal claims may not exceed the following amounts:

Pension	38,654 Euro	annually,
Widow's/widower's pension	26,769 Euro	annually,
Orphans' pension	7,731 Euro	annually for each half-orphan,
	15,461 Euro	annually for each orphan.

...

§ 3 Funds without beneficiaries' legal claims

Support funds with legal capacity that do not grant legal claims to beneficiaries must fulfill the following requirements:

...

3. The benefits in payment and the death benefit may not exceed the amounts stated in § 2.

German Company Pension Law

of 19.12.1974 (Federal Law Gazette I, page 3610), last amended by Article 14 of the Law from the 20th of December 2022 (Federal Law Gazette I, page 2579)

The current version of the law shall apply.

- Excerpts -

§ 1b Vesting and Implementation of Company Pension Schemes

- (1) An employee who has been promised benefits out of a company pension scheme retains their entitlement if employment ends before the benefits due date, however after completion of age 21 and if the pension promise has been in existence for at least 3 years at that point in time (vested entitlement). An employee retains entitlement even if the employee leave the company due to an early retirement regulation and if without early retirement, the employee would have been able to fulfill the waiting period and the other requirements for the drawing of employee benefits. An amendment to the pension promise or its assumption by another person does not interrupt the course of the periods according to Sentence 1. The obligations from a pension promise are equal to the obligations based on company practice or the principles of equal treatment. The expiration of a designated waiting period is not affected by the termination of the employment once the conditions in Sentences 1 and 2 have been fulfilled. If an employee leaves the jurisdiction of this law by moving into another member state of the European Union, the entitlement will be maintained to the same extent as it is maintained for a person who, after termination of employment, remains within the jurisdiction of this law.

...

§ 2 Amount of Vested Entitlement to Benefits

- (1) In the case of benefits due by reason of reaching the normal retirement age, disability or death, a previously terminated employee, whose entitlement continues to exist according to § 1b, and the employee's survivors are entitled to at least the share of benefits they would have been entitled to without leaving the company, which corresponds to the ratio of the actual length of service to the period from start of service up to the completion of the normal retirement age of the social security pension insurance. An earlier age may replace the normal retirement age of the social security pension insurance, if that age is prescribed as the age limit in the pension plan stipulations; at the latest the date on which the employee leaves the company and at the same time draws a retirement pension for persons insured for a particularly long time from the social security pension insurance. However, the minimum entitlement to benefits due to disability or death before attaining the normal retirement age shall not be higher than the amount that the employee or the employee's survivors would have received, if at the time of termination, the benefits had become due and all other benefit conditions had been fulfilled.

...

- (5) In the case of a vested entitlement out of salary sacrifice, the entitlements acc. to Paragraph 1, 3a or 4 shall be replaced by the entitlement to benefits achieved out of the salary portions sacrificed from the start of the employee benefit promise up until the employee's termination of service; this is equally valid for a vested entitlement out of contributions in the scope of a contribution-orientated benefit promise.

...

§ 3 Lump Sum Settlement

- (1) Vested entitlements in the case of termination of service and benefits in payment may only be paid off on the conditions of the following paragraphs.
- (2) The employer may pay off an entitlement without an employee's consent if the monthly amount of the benefit upon reaching the legal retirement age is less than 1/100 (or 10/12 of the lump sum payment) of the monthly reference value acc. to § 18 Fourth Book German Code of Social Law. The pay off requires the consent of the employee if said employee terminates the employment relationship and takes up a new employment in the European Union and informs the previous employer within 3 months of termination. This applies accordingly for the paying off of benefits in payment. The pay-off is not permitted if the employee makes use of the right to transfer the entitlement.