

Convenience translation

This translation is a working translation only. Legally binding and relevant is solely the German version.

CONVERSION PLAN OF TEAMVIEWER AG

PREVIEW

- A.** TeamViewer AG is a stock corporation under German law with its registered office in Göppingen, Germany, registered with the Commercial Register of the Local Court of Ulm under HRB 738852, business address Bahnhofplatz 2, 73033 Göppingen, Germany (the "**Company**"). Its shares are admitted to trading on the regulated market of the Frankfurt Stock Exchange in the sub-segment with additional post-admission obligations (Prime Standard) under ISIN DE000A2YN900. The Company plans to convert into the legal form of a European Company (*Societas Europaea, SE*) by way of a change of the legal form pursuant to Art. 37 para. 1, Art. 2 para. 4 of Council Regulation (EC) No. 2157/2001 of October 8, 2001, on the Statute for a European Company (SE) ("**SE Regulation**"). Furthermore, the German Act on the Implementation of Council Regulation (EC) No. 2157/2001 of October 8, 2001 on the Statute for a European Company (SE) of December 22, 2004 (SE Implementation Act; "**SEAG**") and the German Act on the Involvement of Employees in a European Company of December 22, 2004 (German SE Involvement Act; "**SEBG**") shall apply to this conversion.
- B.** The Company fulfils the requirements for the conversion into the legal form of a SE by way of a change of the legal form. It is a stock corporation under German law with its registered office and headquarters in Göppingen, Germany. The share capital of the Company currently amounts to EUR 201,070,931.00 and is divided into 201,070,931 no-par value bearer shares. The Company holds direct or indirect investments in various domestic and foreign companies, some of which have their statutory registered office in other member states of the European Union ("**EU**") (collectively hereinafter referred

to as the "**TeamViewer Group**"). In the EU, the TeamViewer Group has locations in Germany, Greece, Portugal and Austria. In the contracting states of the European Economic Area ("EEA") beyond the member states of the EU, the Company currently does not hold any investments, so that the EEA is not to be considered in the following. The Company's subsidiaries include, among others, TeamViewer Greece EPE with registered office and head office in Ioannina, Greece, in which the Company has held a 100% interest since August 06, 2019 and thus for more than two years.

- C. The Company considers the legal form of a European Company (SE) to be a contemporary legal form suitable for the current corporate culture and business orientation of the TeamViewer Group. The intended conversion underlines the global orientation and identity of the TeamViewer Group, which is also manifested in the fact that people from over 70 nations work for the TeamViewer Group, of which 45% outside of Germany. The intended conversion enables the Company to continue the existing and successfully established corporate governance structure with a dualistic management system.

Therefore, the Management Board of the Company has drawn up the following Conversion Plan pursuant to Art. 37 para. 4 SE Regulation:

I. Conversion of the Company into TeamViewer SE

1. The Company will be converted pursuant to Art. 2 para. 4 in conjunction with Art. 37 SE Regulation by way of a conversion of legal form into the legal form of a European Company (*Societas Europaea, SE*).
2. The Company, as a stock corporation incorporated under German law with its registered office in Göppingen, Germany, i.e. a member state of the EU, has had a subsidiary governed by the laws of another EU member state for more than two years. This is TeamViewer Greece EPE with its registered office and headquarters in Ioannina, Greece, registered under Register No. 151635801000, in which the Company has held a 100% interest since August 06, 2019, and thus for more than two years. The requirements for a change of the legal form pursuant to Art. 2 para. 4 in conjunction with Art. 37 SE Regulation are thus fulfilled or will be fulfilled with regard to the legal form at the time of the registration of the SE in the Commercial Register. The registered office and the headquarters of the Company will also be in Göppingen, Germany, after the change of the legal form.

3. The conversion of the legal form of the Company into the legal form of a SE does neither result in its dissolution nor in the formation of a new legal entity. A transfer of assets does not take place due to the preservation of the identity of the legal entity. The Company will continue to exist in the legal form of a SE under the name "TeamViewer SE". Due to the identity of the legal entity, the participation of the shareholders in TeamViewer SE also continues unchanged. The conversion has no effect on the stock exchange listing of the Company or on the exchange trading of the shares as well as the existing inclusion of the shares of the Company in stock exchange indices.
4. TeamViewer SE will - like TeamViewer AG - have a dualistic system consisting of a Management Board as management body within the meaning of Art. 38 lit. b), 39 para. 1 SE Regulation, and a Supervisory Board as supervisory body within the meaning of Art. 38 lit. b), Art. 40 para. 1 SE Regulation. The Supervisory Board mandates of the Supervisory Board members holding office with the Company remain unaffected by the conversion of the Company into the legal form of SE. In this respect, the principle of continuity of office applies in accordance with Section 203 sentence 1 UmwG (German Conversion Act) in conjunction with Art. 15 para. 1 SE Regulation. Art. 15 para. 1 SE Regulation (cf. also Section V. of this Conversion Plan). The size and composition of the Supervisory Board will remain unchanged upon conversion into TeamViewer SE.
5. Shareholders who object to the conversion will not receive an offer of cash compensation. Such an offer is not provided by law.

II. Effectiveness of the conversion

The conversion of the Company shall become effective upon its registration in the Commercial Register of the Company, i.e. the Commercial Register at the Local Court of Ulm ("**Conversion Date**").

III. Company Name, Registered Office, Articles of Association and Share Capital of TeamViewer SE as well as Continuation of Resolutions of the General Meeting of TeamViewer AG

1. The Company name of the SE is "TeamViewer SE".

2. The registered office of TeamViewer SE will continue to be Göppingen, Germany. The General Meeting is also located there.
3. TeamViewer SE will receive the Articles of Association (German version with English convenience translation) attached as **Annex**. These are an integral part of this Conversion Plan.
4. The registered share capital of TeamViewer AG in the amount of EUR 201,070,931.00 existing at the time of conversion and in the division into 201,070,931 no-par value bearer shares existing at that time will become the share capital of TeamViewer SE.
5. The persons and companies who are shareholders of the Company at the Conversion Date will become shareholders of TeamViewer SE to the same extent and with the same number of no-par value bearer shares in the share capital of TeamViewer SE as they hold in the share capital of the Company immediately prior to the Conversion Date. The arithmetical share of each no-par value share in the share capital in the amount of EUR 1.00 remains as it existed immediately prior to the Conversion Date.
6. The Articles of Association of TeamViewer SE correspond to the conversion date with respect to the following:
 - a) the share capital figure with the division into no-par value shares in TeamViewer SE (§ 4 (1) and (2) of the Articles of Association of TeamViewer SE) the share capital figure with the division into no-par value shares in TeamViewer AG (§ 4 (1) and (2) of the Articles of Association of TeamViewer AG);
 - b) the authorized capital pursuant to § 4 (3) of the Articles of Association of TeamViewer SE to the authorized capital pursuant to § 4 (3) of the Articles of Association of TeamViewer AG; and
 - c) the conditional capital pursuant to § 4 (4) of the Articles of Association of TeamViewer SE to the conditional capital pursuant to § 4 (4) of the Articles of Association of TeamViewer AG.

Any changes regarding the amount of the share capital as well as the included amounts of the authorized capital and/or the conditional capital of TeamViewer AG shall also apply to TeamViewer SE.

7. The Supervisory Board of TeamViewer SE (alternatively the Supervisory Board of TeamViewer AG) is authorized, prior to the registration of TeamViewer SE in the Commercial Register, to amend the wording of § 4 of the future Articles of Association of TeamViewer SE attached as an annex to the wording of § 4 of the Articles of Association of TeamViewer AG, if necessary, so that it reflects the status of the share capital of the Company at the time of conversion. The Supervisory Board is further authorized to make amendments to the Articles of Association attached as annex, on which the registration court makes registration of the conversion conditional, insofar as these amendments relate to the wording.
8. Resolutions of the General Meeting of the Company, in particular authorizations granted outside the Articles of Association pursuant to Section 71 para. 1 no. 8 AktG and Section 221 AktG, will continue to apply unchanged for TeamViewer SE to the extent that they have not yet been completed at the Conversion Date. As of the Conversion Date, the aforementioned authorizations apply to the shares of TeamViewer SE and no longer to the shares of TeamViewer AG.

IV. MANAGEMENT BOARD

1. The offices of all members of the Management Board of the Company shall end when the conversion becomes effective, i.e. when it is entered in the Commercial Register.
2. Pursuant to § 6 (1) of the Articles of Association of TeamViewer SE, the Management Board will continue to consist of one or more persons after the conversion has become effective and the Supervisory Board will determine the number of members of the Management Board.
3. Notwithstanding the decision-making authority of the Supervisory Board of TeamViewer SE, it is to be assumed that the members of the Management Board of the Company currently in office or already appointed with effect as of a future date will be appointed as members of the Management Board of TeamViewer SE. This applies specifically to Mr Oliver Steil. An exception applies to Mr Stefan Gaiser, who will resign from the Management Board of the Company upon expiration of his service agreement on August 18, 2022 and thus will presumably no longer be appointed as a member of the Management Board of TeamViewer SE.

V. SUPERVISORY BOARD

1. Pursuant to § 9 (1) of the Articles of Association of TeamViewer SE, a Supervisory Board shall be set up at TeamViewer SE, which - as previously at TeamViewer AG - consists of six members to be elected by the General Meeting, unless otherwise stipulated by mandatory statutory provisions or an agreement on the participation of employees pursuant to § 13 (1) sentence 1 SEBG..

2. The mandates of the Supervisory Board members of the Company continue to exist, based on the principle of continuity of office pursuant to Section 203 sentence 1 UmwG in conjunction with Art. 15 para. 1 SE Regulation, upon the conversion taking effect and as of the time of conversion. Consequently, the Supervisory Board members of TeamViewer SE will be those who are Supervisory Board members of the Company at the Conversion Date. In the event that either an incumbent member of the Supervisory Board should prematurely resign from office prior to this point in time or that the conversion should only become effective after the expiry of the regular term of office of the respective Supervisory Board member and the respective Supervisory Board member should not be re-elected as a Supervisory Board member by the General Meeting, the Supervisory Board member succeeding the respective Supervisory Board member of the Company will immediately become a Supervisory Board member of TeamViewer SE upon the conversion becoming effective. On this basis, the persons named below are expected to be members of the Supervisory Board of TeamViewer SE at the Conversion Date, subject to any other resolution of the General Meeting or any other court resolution:
 - Dr. Abraham (Abe) Peled (Chairperson)

 - Jacob Fannesbech Aqraou (Deputy Chairperson)

 - Stefan Dziarski

 - Dr. Jörg Rockenhäuser

 - Axel Salzmänn

 - Hera Kitwan Siu

Ms Siu was appointed as a member of the Supervisory Board by resolution of the Local Court of Ulm on November 26, 2021. Based on a recommendation of the Nomination Committee, the Supervisory Board of the Company has resolved to propose to the Annual General Meeting the election of Ms Siu as a member of the Supervisory Board with a term of office until the end of the Annual General Meeting that resolves on the ratification of the acts of the Supervisory Board for the fiscal year 2025.

3. The term of office of the members of the Supervisory Board of TeamViewer SE shall in each case be equal to the remaining term of office of the respective members of the Supervisory Board of the Company.

VI. NEGOTIATION PROCEDURE ON THE PARTICIPATION OF EMPLOYEES

1. An essential component of the formation of the SE is the implementation of a procedure for the involvement of the employees of the TeamViewer Group in TeamViewer SE. In Germany, this is primarily governed by the SEBG. The SEBG provides for the negotiation procedure described below between the management of the Company involved in the formation of the SE - in this case, the management board of TeamViewer AG - and the so-called special negotiating body (the "**SNB**") (for more information on the SNB, please refer to VI. 4.).
2. The objective of the negotiation procedure is the conclusion of an agreement on the involvement of employees in TeamViewer SE pursuant to Section 13 para. 1 sentence 1 SEBG (the "**Participation Agreement**"), which, as follows from Section 21 SEBG, relates in particular to the powers and the procedure for informing and hearing employees by establishing a SE works council or in another manner to be agreed upon with the Management Board of TeamViewer AG.

The procedure of employee involvement is characterized by the principle of protection of the acquired rights of the employees. The extent of the employee involvement in the SE is determined by Section 2 para. 8 SEBG which follows Art. 2 lit. h) of Council Directive 2001/86/EC of October 8, 2001 supplementing the Statute for a European Company with regard to the involvement of employees. Accordingly, the term employee participation is the generic term for any procedure which enables the representatives of the employees to influence the adoption of resolutions in TeamViewer SE, in

particular by means of information, consultation and co-determination of the employees (Section 2 para. 8 SEBG).

3. The procedure of employee participation shall be initiated by the Management Board of TeamViewer AG pursuant to Section 4 para. 1 and 2 SEBG. The Management Board shall inform its employees as well as the employees of the affected subsidiaries and establishments or the respective employee representations about the conversion project and request them to form the SNB. The procedure must be initiated without being requested to do so and at the latest immediately after the publication of the Conversion Plan by submitting the Conversion Plan to the competent Commercial Register in Ulm.

Pursuant to Section 4 para. 3 SEBG, the required information of the employees shall in particular extend to (i) the identity and structure of TeamViewer AG, the subsidiaries and establishments concerned and their distribution among the Member States of the EU or other contracting states of the Agreement on the EEA, (ii) the employee representations existing in these companies and establishments, (iii) the number of employees employed in each of these companies and establishments including the total number of employees employed in a Member State of the EU or other contracting states of the Agreement on the EEA to be calculated therefrom, and (iv) the number of employees entitled to co-determination rights in the corporate bodies of these companies.

4. The employees or their representations elect or appoint the members of the SNB within a statutory period of ten weeks after receipt of the prescribed information (Section 11 para. 1 SEBG). The SNB is the negotiating partner of the Management Board of TeamViewer AG on the way to the establishment of an employee participation in the SE and is only temporarily formed in order to negotiate and conclude a Participation Agreement with the Management Board. The SNB is composed of representatives of the employees from all Member States of the EU or other contracting states of the Agreement on the EEA affected by the establishment of the SE. The following applies:
 - a) In accordance with the requirements of the SEBG, the composition of the SNB shall be proportionate to the number of employees employed in the respective Member States of the EU. Each Member State shall be allocated one seat in the SNB for every 10% or part thereof of the number of employees which the em-

employees in a Member State account for in relation to the total number of employees of the relevant companies in all Member States (Section 5 para. 1 SEBG). The relevant figures are the number of employees at the time the information (Section 4 para. 4 SEBG).

b) The distribution of seats within the member states of the EU is governed by the respective national regulations - in Germany by the SEBG. The following applies:

- First the number of trade union representatives and executive employees must be determined.

If Germany receives more than two seats in the SNB in total, every third member will be a representative of a trade union which is represented in a Company involved in the formation of the SE (Section 6 para. 3 in conjunction with Section 8 para. 1 sentence 2 SEBG). A trade union is represented if at least one of its members is a member of the trade union – even of a foreign trade union – is an employee of TeamViewer AG or TeamViewer Germany GmbH. This minimum representation shall only cease to apply if the trade unions do not make effective use of their right of nomination (for more information, refer to VI. 5.b).).

- If Germany obtains a total of more than six seats in the SNB, every seventh member must be a senior employee. The appointment is made by the election body on the proposal of the senior executives (a speaker committee does not exist in Germany). If no effective election proposal is made, the election body is free to fill this seat (see VI. 5.b).). TeamViewer AG is the only company directly involved in the formation of the SE because the SE is formed by way of conversion of legal form at the level of TeamViewer AG. Consequently, it receives (at least) one seat in the SNB (Section 7 para. 2 SEBG).

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- It has not been clarified with final certainty whether TeamViewer Germany GmbH and Regit Eins GmbH, as a subsidiary only indirectly affected by the formation of the SE, is to be taken into account in the allocation of seats. By far the better arguments speak in favor of this. The numerical predominance of employees at the German subsidiaries also suggest their inclusion. If so, then Regit Eins GmbH and TeamViewer Germany GmbH will also receive (at least) one seat each in the SNB. The remaining seats will be allocated in accordance with the d'Hondt maximum number method.

5. The procedure for the election or appointment of members of the SNB in the individual EU member states or other contracting states of the Agreement on the EEA are governed by the respective national regulations. In Germany, the election procedure is governed by the SEBG. The election of the members of the SNB attributable to Germany is therefore governed by the following rules:

- a) The members of the SNB shall be elected by an elective body by secret and direct ballots (Section 8 (1) sentence 1 SEBG).
- b) The elective body shall consist of the members of the Works Council of TeamViewer Germany GmbH ("**Works Council**"), as there is neither a group Works Council nor a general works council in Germany and TeamViewer AG itself does not have a works council. In this context, the Works Council represents all employees in Germany (Section 8 para. 2 sentence 2 SEBG).

The Works Council shall elect the members of the SNB attributable to Germany at a meeting. In addition, the Works Council also elects - upon nomination - the trade union members, if there are trade union representatives, as well as senior executives. If there are no (valid) election proposals from the trade unions and/or senior executives, their right of proposal lapses and the associated seats are filled with regular employees at the suggestion of the Works Council. One substitute member shall be elected for each member on the SNB.

6. At the earliest after the nomination of all members of the SNB, but at the latest immediately after the expiry of ten weeks since the information pursuant to Section 4 (2), (3) SEBG, the Management Board of TeamViewer AG shall invite all members of the SNB

to the constituent meeting. On the day of the constituent meeting, the negotiations for the conclusion of a Participation Agreement shall commence, for which a duration of up to six months is provided by law, which may be extended to one year by mutual agreement (Section 20 SEBG).

7. Without prejudice to the autonomy of the negotiating parties, the Participation Agreement shall stipulate (i) the scope of the agreement (including any inclusion of non-Member States of the EU), (ii) the composition of the SE Works Council (number of members and allocation of seats including the effect of significant changes in the number of employees employed in the SE), (iii) the powers and the procedure for informing and hearing the SE works council, (iv) the frequency of the meetings of the SE works council, (v) the financial and material resources to be made available to the SE works council, (vi) the point in time of the entry into force of the Agreement and its term as well as (vii) the cases in which the Agreement is to be renegotiated and the procedure to be applied in this regard (Section 21 para. 1 SEBG). If no SE works council is established, the implementation modalities of the alternative hearing and information procedure(s) shall be agreed upon (Section 21 para. 2 SEBG). The agreement may also stipulate that the provisions regarding the SE Works Council shall apply in whole or in part by operation of law (Sections 22 to 33 SEBG, the so-called "**statutory fallback provisions**").

If - as in the present case - TeamViewer AG, as the Company to be converted, is not subject to co-determination in the Supervisory Board, the Participation Agreement does not have to contain any provision regarding corporate co-determination. Such an agreement regarding the right of the employees to elect or appoint members of the supervisory body of the SE or to recommend or reject their appointment is only possible on a voluntary basis.

8. Under certain circumstances, the SNB may, pursuant to Section 16 para. 1 SEBG, decide not to enter into negotiations or to terminate negotiations already entered into; this would terminate the procedure for concluding the Participation Agreement. In both cases, the provisions regarding information and consultation which apply in the Member States of the EU or other contracting states of the Agreement on the EEA shall apply (Section 16 para. 1 sentence 3 SEBG). The statutory fallback regulation is not applicable pursuant to Section 16 para. 2 SEBG.

9. If a Participation Agreement is not concluded within the prescribed (eventually extended) period and if the SNB does not adopt the resolution not to commence negotiations in the first place or to break off negotiations which have already commenced, the statutory fallback regulation applies (cf. Section 22 SEBG); this can also be agreed upon from the outset as a contractual solution. With regard to TeamViewer AG, the statutory fallback regulation would have the consequence that a SE works council would have to be established, the task of which would be to ensure the information and consultation of the employees in the SE. It would be responsible for matters which concern the SE itself, one of its subsidiaries or one of its establishments in another Member State of the EU or other contracting states of the Agreement on the EEA or which exceed the powers of the competent bodies at the level of the individual Member State of the EU or other contracting states of the Agreement on the EEA (Section 27 SEBG). The SE works council would have to be informed and heard at least once in each calendar year about the development of the business situation and the prospects of the SE with the timely submission of all necessary documents. For the composition of the SE works council and the election of its members, the provisions regarding the composition and appointment of the members of the SNB would apply *mutatis mutandis* (cf. VI. 4. and 5.).

In the case of the statutory fallback regulation, during the existence of the SE, every two years since the constitution of the SE works council, the management of the SE must examine whether changes to the SE, its subsidiaries and establishments - in particular with regard to the number of employees in the individual member states of the EU or other contracting states of the Agreement on the EEA - necessitate a different composition of the SE works council (Section 25 SEBG). In the case of the statutory fallback regulation, the SE works council must also resolve, four years after its establishment, with the majority of its members, whether negotiations on a Participation Agreement in the SE are to be commenced or whether the previous regulation is to continue to apply (Section 26 para. 1 SEBG). If the resolution is adopted to negotiate a Participation Agreement, the SE works council shall replace the SNB for these negotiations (Section 26 para. 2 SEBG).

The provisions regarding the co-determination of employees by operation of law pursuant to Sections 35 to 38 SEBG would not apply pursuant to Section 34 para. 1 no. 1 SEBG, since TeamViewer SE is established by way of conversion and no provisions

regarding the co-determination of employees in the Supervisory Board applied in TeamViewer AG prior to the conversion.

10. The necessary costs arising from the formation and activity of the SNB shall be borne by TeamViewer AG or, after the conversion, by TeamViewer SE (Section 19 SEBG) as joint and several debtor. In particular, rooms, material resources, interpreters and office staff shall be provided to the necessary extent for the meetings and the necessary travel and accommodation expenses of the members of the SNB shall be borne.
11. Pursuant to Art. 12 para. 2 SE Regulation, TeamViewer SE can only be registered in the Commercial Register and the conversion thus become effective if either the Participation Agreement has been concluded or the SNB has adopted a resolution on the non-opening or the termination of the negotiations or the negotiation period has expired without an agreement having been reached on the Participation Agreement.
12. The conversion of TeamViewer AG into TeamViewer SE does not affect the operational participation rights to which the employees are entitled under national provisions.

VII. OTHER CONSEQUENCES FOR EMPLOYEES AND THEIR REPRESENTATIVES

1. The formation of the SE will take place as a mere conversion of the legal form at the level of TeamViewer AG. TeamViewer AG will operate as a SE in the future. Apart from that, there will be no changes on the level of corporate law. TeamViewer Germany GmbH and Regit Eins GmbH will remain unchanged in their identity.
2. The mere conversion of the legal form has no effect on the existing employment relationships and their content. Section 613a BGB (transfer of business) is not applicable to the conversion. The employer does not change as a result of the formation of the SE. The rights, obligations, and vested rights (e.g. seniority) of the employees of TeamViewer AG, TeamViewer Germany GmbH and Regit Eins GmbH will remain unchanged.
3. Any agreements under collective law shall also continue to apply unchanged under collective law after the conversion takes effect.

4. The works council of TeamViewer Germany GmbH will remain in office unchanged after the formation of the SE and as before, responsible for employees at the Göppingen location; the same applies to other national or local employee representations of the TeamViewer Group. A European works council pursuant to the EBRG, which would cease to exist upon registration of the SE, has not been established.
5. It is true that a SE works council is established in the course of the formation of the SE. However, it does not replace the national or local employee representations, but is in addition to them. The areas of responsibility do not usually overlap.
6. Further measures from which consequences for the employees of the TeamViewer Group and their representations may arise in connection with or after the conversion are currently not envisaged.

VIII. SPECIAL RIGHTS AND BENEFITS

1. No rights are granted to persons within the meaning of Section 194 para. 1 no. 5 UmwG and/or Art. 20 para. 1 sentence 2 lit. f) SE Regulation and no special measures are provided for these persons.
2. Neither the experts issuing the certificate pursuant to Article 37 para. 6 SE Regulation on the existence of sufficient net assets nor the members of the Management Board or the Supervisory Board of the Company or TeamViewer SE will be granted any special benefits within the meaning of Art. 20 para. 1 sentence 2 lit. g) SE Regulation. As a precautionary measure, it is pointed out that - irrespective of the decision-making authority of the Supervisory Board of TeamViewer SE - it is to be assumed that the members of the Management Board of the Company currently in office or already newly appointed with effect at a later point in time will be appointed as members of the Management Board of TeamViewer SE. An exception applies to Mr. Stefan Gaiser, who will leave the Management Board of the Company upon expiration of his employment contract on August 18, 2022 and will therefore presumably no longer be a member of the Management Board of TeamViewer SE. According to the current status, the Management Board of TeamViewer SE will therefore include Mr. Oliver Steil as Chairperson of the Management Board as well as and any new members of the Management Board to be appointed in the future (cf. also Section IV of this Conversion Plan).

In addition, all Supervisory Board members of the Company holding office at the Conversion Date will become members of the Supervisory Board of TeamViewer SE upon the Conversion becoming effective (cf. also Section V of this Conversion Plan).

IX. AUDITOR AND FIRST FISCAL YEAR

PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, is appointed as the auditor of the financial statements and the consolidated financial statements for the first fiscal year of TeamViewer SE, for any review of the condensed financial statements and the interim management report for the first half of the first fiscal year of TeamViewer SE, and for any review of additional interim financial information during the year within the meaning of Section 115 (7) WpHG to be prepared until the next ordinary Annual General Meeting. The first (short) fiscal year of TeamViewer SE is the calendar year in which the conversion of the Company into TeamViewer SE is entered in the Commercial Register.

X. COSTS

The Company shall bear the costs incurred by it in connection with the preparation and notarization of this Conversion Plan and any taxes up to the amount set forth in § 24 (3) of the Articles of Association of TeamViewer SE in the amount of EUR 750,000.00.

XI. APPLICABLE LAW

This Conversion Plan is governed by German law.