

First Sensor 

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AGM-Invitation
(Virtual Annual General Meeting)

The Hello Law on Measures under Corporate, Cooperative, Association, Foundation and Residential Property Law to Combat the Impact of the COVID-19 Pandemic (C-19 AuswBekG), which entered into effect on March 28, 2020, creates the option to hold annual general meetings for the year 2020 without the physical attendance of shareholders or their proxies (virtual annual general meetings). In light of the COVID-19 pandemic which stands to persist for the foreseeable future, the measures adopted by the Berlin state government in this regard and the objective of preventing health risks for the shareholders, internal and external employees and the executive body members of the company, the Executive Board of First Sensor AG has, with the approval by the Supervisory Board, resolved to make use of the option of holding a virtual annual general meeting.

Invitation to the Annual General Meeting (virtual an- nual general meeting) of First Sensor AG on May 26, 2020

We hereby invite
our shareholders to
the Annual General Meeting
of First Sensor AG, Berlin,
which will be held

on Tuesday, May 26, 2020,
at 10:00 a.m. (CEST).

The meeting will take place without the physical attendance of the shareholders or their proxies (with the exception of the proxies of the company) at the company headquarters of First Sensor AG, Peter-Behrens-Strasse 15, 12459 Berlin. In accordance with Section 1 Para. 2 Sentence 1 No. 1 C-19 AuswBekG in conjunction with Article 16 Para. 3 of the company's Articles of Association, the entire meeting will be broadcast in video and audio for duly registered shareholders via the AGM portal at the internet address **www.first-sensor.com** in the "**Investor Relations**" section under "**Annual General Meeting**". This transmission does not enable participation in the Annual General Meeting within the meaning of Section 118 Para. 1 Sentence 2 AktG and no electronic participation in the virtual Annual General Meeting within the meaning of Section 1 Para. 2 Sentence 1 No. 2, 2nd Alternative C-19 AuswBekG (cf. the more detailed information according to the reproduction of the agenda with the proposed resolutions).

I. Agenda

1. Presentation of the adopted annual financial statements of First Sensor AG and the approved consolidated financial statements, each as of December 31, 2019, the management report of First Sensor AG and the Group for the 2019 financial year (including the explanatory report from the Executive Board under Section 176 Para. 1 Sentence 1 AktG (Stock Corporation Act) regarding the legal information about the acquisition under Section 289a Para. 1, Section 315a Para. 1 HGB (German Commercial Code), including the corporate governance statement under Sections 289f and 315d HGB, and the explanatory report from the Executive Board on the primary characteristics of the internal control and risk management system with regard to the accounting process under Section 289 Para. 4, Section 315 Para. 4 HGB) and the report by the Supervisory Board for the 2019 financial year	5
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I. Agenda

1. Presentation of the adopted annual financial statements of First Sensor AG and the approved consolidated financial statements, each as of December 31, 2019, the management report of First Sensor AG and the Group for the 2019 financial year (including the explanatory report from the Executive Board under Section 176 Para. 1 Sentence 1 AktG (Stock Corporation Act) regarding the legal information about the acquisition under Section 289a Para. 1, Section 315a Para. 1 HGB (German Commercial Code), including the corporate governance statement under Sections 289f and 315d HGB, and the explanatory report from the Executive Board on the primary characteristics of the internal control and risk management system with regard to the accounting process under Section 289 Para. 4, Section 315 Para. 4 HGB) and the report by the Supervisory Board for the 2019 financial year

Starting on the date of the notice of the Annual General Meeting, the documents specified under agenda item 1 will be provided on the internet at www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting."

The Supervisory Board approved the annual financial statements and consolidated financial statements prepared by the Executive Board on March 19, 2020. Thus, the annual financial statements have been adopted under Section 172 AktG. The documents listed under this agenda item must be submitted to the Annual General Meeting, without requiring a resolution by the Annual General Meeting.

2. Resolution on the use of the company's net retained profits for the 2019 financial year

The Executive Board and Supervisory Board propose to use the net retained profits of First Sensor AG from the 2019 financial year, totaling EUR 8,698,609.70, as follows:

Distribution of a dividend	
for the 2019 financial year of EUR 0.20 per	
no-par-value share entitled to a dividend:	EUR 2,053,879.20
Addition to retained earnings:	EUR 5,000,000.00
Profit brought forward:	EUR 1,644,730.50

If the number of no-par-value shares entitled to a dividend for the 2019 financial year changes before the Annual General Meeting, an accordingly modified proposed resolution will be put to the vote at the Annual General Meeting, stipulating an unchanged dividend of EUR 0.20 per no-par-value share entitled to a dividend and accordingly adjusted amounts for the total distribution and the profit brought forward.

In accordance with Section 58 Para. 4 Sentence 2 AktG, the entitlement to the dividend falls due on the third business day after the Annual General Meeting's resolution, i.e. on May 29, 2020.

3. Resolution on the approval of the actions of the members of the Executive Board for the 2019 financial year

The Executive Board and Supervisory Board propose to approve the actions of the members of the Executive Board who served in the 2019 financial year.

4. Resolution on the approval of the actions of the members of the Supervisory Board for the 2019 financial year

The Executive Board and Supervisory Board propose to approve the actions of the members of the Supervisory Board who served in the 2019 financial year.

5. Resolution on the choice of auditor of the financial statements and the auditor of the consolidated financial statements, along with the auditor for the audit review of the consolidated interim financial report for the 2020 financial year ending on December 31, 2020

The Supervisory Board proposes Ebner Stolz GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Berlin, as auditor of the annual financial statements and consolidated financial statements for the 2020 financial year, as auditor for the audit review of the consolidated interim financial report for the 2020 financial year, and as auditor for the audit review of any additional intra-year financial information during the 2020 financial year and in the 2021 financial year until the company's next Annual General Meeting.

6. Resolution on amendment of the Articles of Association in regard to the conditions for participation

The requirements for the documentation to be produced in order to attend the Annual General Meeting and exercise voting rights have been changed by the Act on the Implementation of the Second Shareholders' Rights Directive (ARUG II). Under the amended Section 123 Para. 4 Sentence 1 AktG, documentation by the last intermediary should be sufficient for attending the Annual General Meeting or exercising voting rights in the future in accordance with the newly added Section 67c Para. 3 AktG in the case of bearer shares of companies listed on the stock exchange. Under Article 16 Para. 2 of the Articles of Association of the company, in accordance with the requirements of the currently applicable version of Section 123 Para. 4 Sentence 1 AktG, documentation of the shares held in written form in German or English from the custodian institute is required for attendance of the Annual General Meeting and in order to exercise voting rights.

ARUG II entered into effect on January 1, 2020. The changes to Section 123 Para. 4 Sentence 1 AktG and the newly stipulated Section 67c AktG shall first apply starting from September 3, 2020, and shall apply for the first time to Annual General Meetings which are convened after September 3, 2020.

In order to avoid a potential deviation of the provisions of the Articles of Association and the law regarding this documentation for attending the Annual General Meeting of the company or exercising voting rights after this point in time, a resolution on the amendment of the Articles of Association should be adopted now. The same applies for the synchronization of documentation and registration for the Annual General Meeting. The Executive Board should ensure that the amendment of the Articles of Association will be effective from September 3, 2020 onwards by means of a corresponding filing in the commercial register.

Therefore, the Executive Board and Supervisory Board propose the following:

Article 16 Para. 1 of the Articles of Association will be reworded as follows:

“(1) Only those shareholders who have registered in text form (Section 126b BGB) are entitled to attend the Annual General Meeting and exercise voting rights. Registration must be received by the company at the address stated in the invitation no later than six

days before the Annual General Meeting; the date of receipt and the date of meeting do not count. Section 121 (7) of the German Stock Corporation Act also applies.”

Article 16 Para. 2 of the Articles of Association will be reworded as follows:

“(2) Shareholders must also provide evidence that they are entitled to attend the Annual General Meeting and exercise voting rights. Documentation of shares held in text form from the last intermediary in accordance with Section 67c Para. 3 AktG shall suffice for this purpose. In cases of doubts in regard to the accuracy or authenticity of the documentation of entitlement, the company is entitled to request additional suitable documentation. Evidence must relate to the beginning of the 21st day before the meeting and must be received by the company at the address stated in the invitation no later than six days before the Annual General Meeting; the date of receipt and the date of meeting do not count. Section 121 (7) of the German Stock Corporation Act also applies.”

The Executive Board shall be instructed to file the amendment of the Articles of Association for entry in the commercial register after September 3, 2020.

7. Resolution on amendment of the Articles of Association in regard to the Chair at the Annual General Meeting

In the course of the further internationalization of the company's business activities, it is conceivable that the Chair of the Supervisory Board and his/her deputy may not be fluent in German. For this reason, the corresponding provision in the company's Articles of Association should be worded in a more flexible manner in order to be able to respond to such circumstances in the future.

Therefore, the Executive Board and Supervisory Board propose the following:

Article 18 Para. 1 of the Articles of Association will be reworded as follows:

„(1) The Annual General Meeting is chaired by the Chair of the Supervisory Board or by another Supervisory Board member appointed by him/her. If the Chair of the Supervisory Board does not take the chair at the Annual General Meeting and has not appointed another Supervisory Board member as his/her representative, then the Supervisory Board elects the Chair of the Annual General Meeting. Persons who are neither shareholders nor members of the Supervisory Board or are otherwise a part of the company are also eligible for election.”

8. Resolution on further amendments to the Articles of Association in regard to implementations of the Annual General Meeting

In connection with the COVID-19 pandemic, C-19 AuswBekG creates the option of holding annual general meetings for the year 2020 without physical attendance by the shareholders or their proxies (virtual annual general meeting). In order to be able to respond to certain circumstances in a flexible manner in the future as well and to maintain the company's ability to act at all times, additions should be made to the existing provisions in the company's Articles of Association on conducting Annual General Meetings in accordance with Section 118 Para. 1 Sentence 2, Para. 2 Sentence 1 and Para. 3 Sentence 2 AktG.

Therefore, the Executive Board and Supervisory Board propose the following:

Section 16 of the Articles of Association will receive the new Paras. 4 through 6, which will follow the existing Para. 3 and will be newly worded as follows:

“(4) The Executive Board is authorized to provide for shareholders to participate in the Annual General Meeting even without attendance at its location and without a proxy and to be able to exercise all of their rights or individual rights fully or partially via electronic communication (online participation). The Executive Board can define the scope and procedure for online participation in detail.

(5) The Executive Board is authorized to provide for shareholders to cast their votes in writing or via electronic communication even without participating in the Annual General Meeting (absentee voting). The Executive Board can define the procedure for absentee voting in detail.

(6) Members of the Supervisory Board who (i) reside outside of Germany or (ii) are unable to attend the Annual General Meeting for professional or health reasons can participate in the Annual General Meeting via video and audio broadcast.”

9. Resolution on the election of Supervisory Board members

In accordance with Article 8 of the Articles of Association and Section 95 Sentence 4 AktG in conjunction with Section 4 Para. 1 of the German Act Concerning One-Third Employee Representation on the Supervisory Board, the Supervisory Board of First Sensor AG consists of six members, of which four are shareholder representatives on the Supervisory Board and two are employee representatives on the Supervisory Board. After the shareholder representatives on the Supervisory Board Prof. Dr. Alfred Gossner, Prof. Dr. rer. nat. Christoph Kutter, Marc de Jong and Guido Prehn each resigned from the Supervisory Board effective as of the end of April 30, 2020, the shareholder TE Connectivity Sensors Germany Holding AG requested with the District Court of Berlin-Charlottenburg to appoint Mr. John Mitchell, Mr. Jörg Mann, Mr. Peter McCarthy and Stephan Itter as members of the Supervisory Board of First Sensor AG effective as of the beginning of May 1, 2020 and until the end of the next Annual General Meeting. The term of office of these four members shall subsequently end upon the end of the Annual General Meeting on May 26, 2020. For this reason, the aforementioned persons should now be elected by the Annual General Meeting as representatives of the shareholders.

Now, therefore, the Supervisory Board proposes that the persons specified below under a), b), c) and d) be elected as members of the Supervisory Board effective starting from the end of this Annual General Meeting. The appointment of the persons specified under a), b), c) and d) will be made until the end of the Annual General Meeting that resolves on approval of the actions for the fourth financial year after the beginning of the term of office (expected end: the 2025 Annual General Meeting). This does not include the financial year in which the term of office begins.

a) John Mitchell
Profession: Senior Vice President and General Manager, Sensor Solutions, TE Connectivity Ltd., Berwyn, USA
Place of residence: Chester Springs, USA

b) Jörg Mann
Profession: Executive Board member, TE Connectivity Sensors Germany Holding AG, Bensheim
Place of residence: Schaaheim

c) Peter McCarthy
Profession: Vice President and General Manager, Sensor Solutions, TE Connectivity Germany GmbH, Bensheim
Place of residence: Kronberg

d) Stephan Itter
Profession: Commercial Director, Lämple AG, Heilbronn
Place of residence: Radolfzell

The candidates nominated for election are members of a Supervisory Board to be formed by law with the companies listed under (i) or members of a comparable domestic and foreign control body with an industrial company as listed under (ii).

a) John Mitchell
(i) None
(ii) None

b) Jörg Mann
(i) None
(ii) None

c) Peter McCarthy
(i) None
(ii) None

d) Stephan Itter
(i) Lämple Automotive GmbH, Teublitz; FIBRO GmbH, Weinsberg
(ii) None

For the detailed CVs of the proposed candidates, see <https://www.first-sensor.com/en/investor-relations/annual-general-meeting/index2784.html>.

The nominations account for the goals of the Supervisory Board in regard to its composition and seek to complete the competence profile prepared by the Supervisory Board in regard to the Board as a whole. The goals and competence profile were most recently resolved by the Supervisory Board in September of 2017 and published in the Corporate Governance Report for the 2019 financial year, including the status of implementation. This is available on the company's website.

In the opinion of the Supervisory Board, the three Supervisory Board members John Mitchell (Senior Vice President and General Manager, TE Connectivity Ltd.), Jörg Mann (Executive Board member, TE Connectivity Sensors Germany Holding AG) and Peter McCarthy (Vice President and General Manager, TE Connectivity Germany GmbH) have personal and business relationships with a major shareholder of First Sensor AG, TE Connectivity Sensors Germany Holding AG, which must be disclosed under the German Corporate Governance Code.

In accordance with the German Corporate Governance Code, the four proposed candidates will ensure that they have enough time to fulfill their tasks; in addition, the Supervisory Board has ascertained that the proposed candidates can dedicate the expected amount of time.

None of the proposed candidates has served as a member of the Supervisory Board in this function for more than twelve years.

All of the candidates nominated are familiar with the sector in which the company does business.

The intention is for the Annual General Meeting to decide on the new elections to the Supervisory Board by way of individual vote.

John Mitchell, Jörg Mann and Stephan Itter meet the legal requirements of Section 100 Para. 5 AktG as members of the Supervisory Board with expertise in the areas of accounting and financial statement audits.

It is also noted that Mr. John Mitchell should be nominated as a candidate for Chairman of the Supervisory Board in the event of his election by the Annual General Meeting.

10. Resolution on the conclusion of a domination and profit and loss transfer agreement between First Sensor AG and TE Connectivity Sensors Germany Holding AG

First Sensor AG and TE Connectivity Sensors Germany Holding AG, an indirect subsidiary of TE Connectivity Ltd., concluded a domination and profit and loss transfer agreement (DPLTA) on April 14, 2020. In order to be effective, the domination and profit and loss transfer agreement requires the approval of the Annual General Meeting of First Sensor AG as well as the approval of the Annual General Meeting of TE Connectivity Sensors Germany Holding AG. The Annual General Meeting of TE Connectivity Sensors Germany Holding AG approved the conclusion of the domination and profit and loss transfer agreement on April 16, 2020.

The Executive Board and Supervisory Board propose that the conclusion of the domination and profit and loss transfer agreement of April 14, 2020 between First Sensor AG as the controlled company and TE Connectivity Sensors Germany Holding AG as the controlling company be approved.

The domination and profit and loss transfer agreement has the following wording:

„Domination and Profit and Loss Transfer Agreement

by and between

First Sensor AG,

Peter-Behrens-Straße 15, 12459 Berlin,

registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Berlin-Charlottenburg under register number HRB 69326

(hereinafter referred to as **"First Sensor"**)

and

TE Connectivity Sensors Germany Holding AG,

Ampèrestraße 12-14, 64625 Bensheim,

registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Darmstadt under register number HRB 99155

(hereinafter referred to as **"TE Connectivity"**);

this domination and profit and loss transfer agreement hereinafter referred to as **"Agreement"**.

§ 1 Managerial Control

- (1) First Sensor agrees that the management of its company shall be under the control of TE Connectivity as from the date of the effectiveness of this Agreement. Accordingly, TE Connectivity shall be entitled to give instructions to the management board of First Sensor with respect to the management of First Sensor in general or on a case by case basis. TE Connectivity is also entitled to give instructions with respect to the preparation of the annual accounts of First Sensor. Notwithstanding the right to give instructions, the Management Board of First Sensor is responsible for the management and representation of First Sensor.
- (2) The management board of First Sensor is required to comply with the instructions of TE Connectivity as specified in § 1 para. 1 of this Agreement and in accordance with § 308 of the German Stock Corporation Act (Aktiengesetz – "AktG").
- (3) TE Connectivity shall not be entitled to give instructions to the management board of First Sensor pertaining to amending, maintaining, or terminating this Agreement.
- (4) Any instructions require text form according to § 126b of the German Civil Code (Bürgerliches Gesetzbuch – "BGB") or, if the instructions are given orally, they shall be confirmed in text form without undue delay, if requested by the management board of First Sensor.

§ 2 Transfer of Profit

- (1) First Sensor undertakes to transfer its entire annual profit (Gewinnabführung) to TE Connectivity. Subject to establishing or dissolving reserves in accordance with § 2 para. 2 of this Agreement, the maximum amount permissible under § 301 AktG, as amended from time to time, shall be transferred.
- (2) If and to the extent permissible under commercial law and economically justified by reasonable commercial judgement, First Sensor may, with the consent of TE Connectivity in writing or text form pursuant to § 126b BGB, allocate parts of its annual profit to other profit reserves (§ 272 para. 3 of the German Commercial Code (Handelsgesetzbuch – "HGB"). Other profit reserves which have been created during the term of this Agreement shall be liquidated upon request of TE Connectivity in writing or text form according to § 126b BGB and transferred as profit. Other reserves or profits carried forward from the period prior to the term of this Agreement may neither be transferred as profit nor be used to compensate for any annual deficit.
- (3) The obligation to transfer the annual profit applies for the first time to the entire profits generated in the fiscal year of First Sensor beginning on 1 January 2021 or to the entire profits of any later fiscal year in which this Agreement becomes effective pursuant to § 7 para. 2 of this Agreement. In each case, the obligation becomes due within two weeks following the approval of the respective annual financial statement of First Sensor.

§ 3 Balancing of Losses

- (1) The provision of § 302 AktG applies in its entirety, as amended from time to time.

- (2) The obligation to balance any losses applies for the first time to the entire losses generated in the fiscal year of First Sensor beginning on 1 January 2020 or to the entire losses of any later fiscal year in which this Agreement becomes effective pursuant to § 7 para. 2 of this Agreement. In each case, the obligation becomes due at the end of the respective fiscal year of First Sensor.
- (3) In the event this Agreement is terminated during a fiscal year, and specifically in the event of termination for cause (wichtiger Grund), TE Connectivity is required to balance the losses of First Sensor as shown in the balance sheet to be drawn up as of the date of the effectiveness of the termination in accordance with applicable accounting rules.

§ 4

Guaranteed Dividend and Recurring Compensation Payment

- (1) TE Connectivity guarantees that it will pay to the outside shareholders of First Sensor in respect of the fiscal year 2020 of First Sensor a certain portion of the profit pursuant to § 4 para. 3 of this Agreement below as adequate cash compensation ("**Guaranteed Dividend**") (Garantiedividende). To the extent that the dividend (including any payments on account) paid in respect of the fiscal year 2020 by First Sensor for each share of First Sensor falls short of the Guaranteed Dividend, TE Connectivity will pay to each outside shareholder of First Sensor the corresponding difference per share. Payment of any such difference is due on the third banking day after the ordinary general shareholders' meeting of First Sensor for First Sensor's fiscal year 2020.
- (2) TE Connectivity undertakes to pay to outside shareholders of First Sensor as adequate compensation pursuant to § 304 para. 1 AktG a recurring cash compensation ("**Recurring Compensation Payment**") (Ausgleich) from and including the fiscal year of First Sensor in relation to which the claim of TE Connectivity for the transfer of the annual profit under § 2 para. 3 of this Agreement takes effect, and for the further duration of this Agreement.
- (3) The Guaranteed Dividend and the Recurring Compensation Payment payable for each full fiscal year of First Sensor with respect to each no-par value bearer share of First Sensor (nennwertlose Inhaberaktie), each representing a proportionate amount of the share capital of EUR 5.00 (each a "First Sensor Share", together the "**First Sensor Shares**"), shall be equal to EUR 0.56 gross ("**Gross Compensation Amount**"), less any amount of corporate income tax (Körperschaftsteuer) and solidarity surcharge (Solidaritätszuschlag) at the prevailing rate of these taxes for the relevant fiscal year ("**Net Compensation Amount**"), provided that this deduction is to be effected only on such portion of the Gross Compensation Amount that relates to profits subject to German corporate income tax. For the avoidance of doubt, it is agreed that any withholding tax (such as capital gains tax plus solidarity surcharge thereon) shall be withheld from the Net Compensation Amount to the extent required by statutory law.
- (4) The Recurring Compensation Payment is due on the third banking day (Frankfurt am Main) following the ordinary general shareholders' meeting of First Sensor for the respective preceding fiscal year, but in any event within eight months following expiration of this fiscal year.
- (5) For the fiscal year 2020 of First Sensor the Guaranteed Dividend is granted if this Agreement becomes effective in the year 2020. The Recurring Compensation Payment is first granted for the fiscal year of First Sensor in which the claim of TE Connectivity for transfer of profit under § 2 para. 3 becomes effective.

- (6) If this Agreement ends during a fiscal year of First Sensor or if First Sensor establishes a short fiscal year (Rumpfgeschäftsjahr) during the term of this Agreement, the Gross Compensation Amount is reduced pro rata temporis for the relevant fiscal year.
- (7) If the share capital of First Sensor is increased from own funds of First Sensor in exchange for the issuance of new shares, the Gross Compensation Amount per First Sensor Share is reduced to such extent that the aggregate amount of the Gross Compensation Amount remains unchanged. If the share capital is increased by the issuance of new shares against cash contributions and/or contributions in kind, the rights under this § 4 of this Agreement also apply for the shares subscribed to by outside shareholders in such capital increase. The beginning of the entitlement to rights under this § 4 of this Agreement in respect of the newly issued shares follows the beginning of entitlement to dividends as set out by First Sensor at the time of issuance of the new shares.
- (8) If the Recurring Compensation Payment and/or the Guaranteed Dividend pursuant to § 4 para. 1 and 2 of this Agreement is increased for each First Sensor Share by a legally binding court decision in appraisal proceedings (Spruchverfahren) or a judicially recorded settlement to terminate the appraisal proceedings (gerichtlich protokollierter Vergleich), the outside shareholders, even if they have already been compensated pursuant to § 5 of this Agreement, are entitled to demand a corresponding additional payment to the Recurring Compensation Payment and/or the Guaranteed Dividend to the extent required by the applicable statutory law.

§ 5

Compensation

- (1) TE Connectivity undertakes upon demand of any outside shareholder of First Sensor to purchase the First Sensor Shares tendered by such shareholder in exchange for a cash compensation ("**Compensation**") (Abfindung) in the amount of EUR 33.27 for each First Sensor Share.
- (2) The obligation of TE Connectivity to acquire First Sensor Shares is limited in time. The time limitation period ends two months after the date on which the entry of the existence of this Agreement has been published in the commercial register at the registered seat of First Sensor pursuant to § 10 HGB. An extension of the time limitation period pursuant to § 305 para. 4 sent. 3 AktG as a result of a filing for determination of the adequate Recurring Compensation Payment or the adequate Compensation by a court pursuant to § 2 of the German Act of Appraisal Proceedings (Spruchverfahrensgesetz) remains unaffected; in this event, the time limitation period shall expire two months after the date on which the decision on the last motion disposed has been published in the Federal Gazette (Bundesanzeiger).
- (3) If the share capital of First Sensor is increased from own funds of First Sensor in exchange for the issuance of new shares prior to the expiration of the time limitation period set forth in § 5 para. 2 of this Agreement, the Compensation for each First Sensor Share is reduced to such extent that the aggregate amount of the Compensation remains unchanged. If the share capital of First Sensor is increased by the issuance of new shares against cash contributions and/or contributions in kind prior to the expiration of the time limitation period set forth in § 5 para. 2 of this Agreement, the rights under this § 5 of this Agreement also apply for the shares subscribed to by outside shareholders in such capital increase.
- (4) The transfer of First Sensor Shares in exchange for Compensation is without charge to outside shareholders of First Sensor, provided that they have a domestic securities deposit account.

- (5) If the Compensation pursuant to § 5 para. 2 of this Agreement is increased for each First Sensor Share by a legally binding court decision in an appraisal proceeding (Spruchverfahren) or a judicially recorded settlement to terminate the appraisal proceedings (gerichtlich protokollierter Vergleich), TE Connectivity will acquire the First Sensor Shares tendered by the outside shareholders against payment of the increased Compensation to the extent required by applicable statutory law.
- (6) If this Agreement ends upon termination by First Sensor or TE Connectivity at a time when the period pursuant to § 5 para. 2 of this Agreement to tender the First Sensor Shares to TE Connectivity against the Compensation pursuant to § 5 para. 1 has expired, every outside shareholder of First Sensor is entitled to tender the First Sensor Shares held at the time of termination of this Agreement to TE Connectivity against the Compensation pursuant to § 5 para. 1 of this Agreement and TE Connectivity shall be obliged to acquire the First Sensor Shares tendered by the outside shareholder. If the Compensation pursuant to § 5 para. 1 of this Agreement for each First Sensor Share is increased as a result of non-appealable appraisal proceedings (Spruchverfahren) or as a result of a judicially recorded settlement (gerichtlich protokollierter Vergleich) in order to avert or terminate appraisal proceedings (Spruchverfahren), TE Connectivity will acquire the First Sensor Shares tendered by the outside shareholders against payment of the Compensation for each First Sensor Share as determined in the appraisal proceedings or judicially recorded settlement (gerichtlich protokollierter Vergleich). The right of disposal as set forth in § 5 para. 6 of this Agreement is limited in time. The time limitation periods ends two months after the date on which the registration of the termination of this Agreement has been published in the commercial register at the registered seat of First Sensor pursuant to § 10 HGB, § 5 para. 3 and § 5 para. 4 of this Agreement apply accordingly.

§ 6

Right to Information

- (1) TE Connectivity is entitled to inspect the books and records of First Sensor at any time.
- (2) The management board of First Sensor is obliged to supply TE Connectivity at any time with all requested information on all matters relating to First Sensor.
- (3) Notwithstanding the rights above, First Sensor is required to keep TE Connectivity continuously informed on the business development and, specifically, on material transactions.
- (4) As long as First Sensor Shares are admitted to the regulated market or are listed on the open market the Parties are obliged to comply with the capital market law requirements, in particular with Market Abuse Regulation (EU) No 596/2014.

§ 7

Effectiveness and Term of this Agreement

- (1) This Agreement requires for its effectiveness the consent of the general shareholders' meeting of First Sensor and the general shareholders' meeting of TE Connectivity.
- (2) This Agreement becomes effective upon registration of its existence in the commercial register at the registered seat of First Sensor.
- (3) This Agreement is concluded for an indefinite period. TE Connectivity may terminate this Agreement for convenience with a notice period of three months prior to the end of the fiscal year of First Sensor, but not earlier than as of the end of the fiscal year of First Sensor that ends at least five years (Zeitraum) (60 months) after the beginning of the

fiscal year in which the profit transfer obligation of First Sensor pursuant to § 2 para. 3 of this Agreement becomes effective. The termination for convenience for First Sensor is excluded.

- (4) Each party may terminate this Agreement for cause (aus wichtigem Grund) without compliance with any notice period. § 297 para. 1 sent. 2 AktG remains unaffected.
- (5) The parties to this Agreement are entitled to terminate this Agreement in particular, but without limitation to, if one of the following events occurs:
- (a) TE Connectivity ceases to hold the majority of the voting rights in the general shareholders' meeting of First Sensor as a result of a disposal of First Sensor Shares, or a contribution of First Sensor Shares to another entity, or for another reason;
- (b) a change in legal form, merger, demerger or liquidation of one of the parties to this Agreement.
- (6) In the event of termination for cause without notice, this Agreement lapses at the end of the date stated in the notice of termination, provided that this date is no earlier than the day on which notice of termination is served.
- (7) If the Agreement is terminated, TE Connectivity must furnish security to the creditors of First Sensor under the conditions set forth in § 303 AktG.
- (8) Any notice of termination must be in writing.

§ 8

Comfort Letter

- (1) TE Connectivity Ltd. with registered office in Schaffhausen, Switzerland ("TE Ltd.") indirectly holds 100% of the shares in TE Connectivity. TE Ltd. in its capacity as an indirect shareholder, without joining this Agreement as a party, has issued the comfort letter attached to this Agreement for information purposes. This comfort letter is not part of this Agreement.
- (2) In this comfort letter TE Ltd. has committed itself unconditionally and irrevocably to ensure that TE Connectivity is financially in a position that TE Connectivity will always be able to fulfil all its obligations from or in connection with this Agreement in full and in due time. This applies in particular to the obligation to assume losses as set forth in § 302 AktG in its currently valid version.
- (3) The obligation of TE Ltd. according to the two previous sentences will only lead to a payment obligation as soon as and to the extent it is precisely foreseeable that TE Connectivity will not be in a position to fulfil its obligations from or in connection with this Agreement in full when due. According to this comfort letter, TE Ltd. is irrevocably and unconditionally liable vis-à-vis the minority shareholders of First Sensor that TE Connectivity will timely fulfil all of its obligations towards them from or in connection with this Agreement in full, in particular the payment of a Guaranteed Dividend, Recurring Compensation Payment and the Compensation. In this respect, the outstanding shareholders of First Sensor are entitled to a claim in accordance with § 328 para. 1 BGB for payment against TE Connectivity under the comfort letter.
- (4) The liability of TE Ltd. according to the aforementioned paragraphs from the comfort letter only applies, however, if TE Connectivity does not timely fulfil its obligations vis-à-vis the outstanding shareholders of First Sensor arising from or in connection with this Agreement timely and in full and if TE Ltd. does not fulfil its aforementioned obligation to put TE Connectivity in a position to fulfil its obligations.

§ 9
Miscellaneous

- (1) Should any present or future provision of this Agreement be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision (within the framework of what is legally permissible) as comes closest to the economic intent and the purpose of such invalid, ineffective or unenforceable provision. The aforesaid shall apply analogously to any unintended gap in this Agreement. The parties agree that the aforesaid shall not only reverse the burden of proof but that the application of § 139 BGB shall be excluded in its entirety as well.
- (2) When construing this Agreement, the income tax provisions for recognition of a fiscal unity, especially §§ 14 19 of the German Corporate Income Tax Act (Körperschaftsteuergesetz), as amended from time to time, shall be taken into account.
- (3) The parties explicitly declare that this Agreement is not intended to form a legal unity (§ 139 BGB) with other legal transactions or agreements which are or will be concluded and/or effected between the parties.
- (4) Amendments and supplements to this Agreement must be in writing to be effective. This specifically applies to this clause requiring written form as well. § 295 AktG applies.
- (5) As far as legally permissible, Berlin is the place of performance for reciprocal obligations and the exclusive legal venue.
- (6) Only the German text of this Agreement is legally binding. The English text is not part of this Agreement and a non binding convenience translation only.

First Sensor AG

The Management Board
Berlin, the 14 April 2020

Dr. Dirk Rothweiler

Chairman of the Management Board / CEO

Marcus Resch

Member of the Management Board / CFO

TE Connectivity Sensors Germany Holding AG

Management Board
Bensheim, the 14 April 2020

Jörg Mann

Member of the Management Board

Erik Olsson

Member of the Management Board

Attachment:
Comfort letter by TE Connectivity Ltd.

Comfort letter

TE Connectivity Sensors Germany Holding AG, Ampèrestraße 12-14, 64625 Bensheim, Germany, registered in the commercial register of the Local Court of Darmstadt under HRB 99155 ("TE Connectivity") intends to enter into a domination and profit and loss transfer agree-

ment ("Agreement") with First Sensor AG, Peter-Behrens-Straße 15, 12459 Berlin, Germany, registered with the commercial register of the Local Court of Berlin-Charlottenburg under HRB 69326 ("First Sensor"), with First Sensor as the dominated company obliged to transfer profits. TE Connectivity Ltd. with registered office in Schaffhausen, Switzerland ("TE Ltd.") indirectly holds 100% of the shares in TE Connectivity. TE Ltd. hereby declares the following without joining the Agreement as party:

1. TE Ltd. commits itself unconditionally and irrevocably to ensure that TE Connectivity is financially equipped in such a way that TE Connectivity is always able to completely and timely fulfill all its liabilities arising from or in connection with the Agreement. This applies in particular to the obligation to balance losses in accordance with § 302 AktG in its currently valid version. The obligation of TE Ltd. according to the two previous sentences only leads to a payment obligation as soon as and as far as it is concretely foreseeable that TE Connectivity will not be able to fully meet its obligations from or in connection with the Agreement when due.
2. TE Ltd. is unconditionally and irrevocably liable to the minority shareholders of First Sensor that TE Connectivity will fulfil all of its obligations vis-à-vis them arising from or in connection with the Agreement in full and timely, in particular the payment of a guaranteed dividend, recurring compensation payment and the compensation. In this respect, the minority shareholders of First Sensor are entitled to a claim for payment vis-à-vis TE Connectivity according to § 328 para. 1 BGB. However, the liability of TE Ltd. according to the two aforementioned only applies if TE Connectivity does not fulfil its obligations vis-à-vis the minority shareholders of First Sensor arising from or in connection with the Agreement in full and timely and if TE Ltd. does not fulfil its obligation to put TE Connectivity in a position to fulfil its obligations in accordance with clause (1) of this comfort letter.
3. This comfort letter is subject to the law of the Federal Republic of Germany. TE Ltd. submits itself to the jurisdiction of German courts and to the local jurisdiction of the Berlin courts for any disputes and claims arising from or in connection with this comfort letter. TE Ltd. acknowledges the enforceability of final and binding decisions of German courts in this context. The authorized recipient of TE Ltd. in Germany for the legal assertion of claims from or in connection with this comfort letter is TE Connectivity, Ampèrestraße 12-14, 64625 Bensheim, Germany.

On behalf of TE Connectivity Ltd.

Place: Schaffhausen, Schweiz

Date: 13 April 2020

Harold G. Barksdale

Vice President

Mario Calastrì

Senior Vice President

With the convocation of the Annual General Meeting, the following documents related to agenda item 9 will be available on the web page <https://www.first-sensor.com/en/investor-relations/annual-general-meeting/>:

- The domination and profit and loss transfer agreement between First Sensor AG and TE Connectivity Sensors Germany Holding AG dated April 14, 2020 (including the letter of comfort from TE Connectivity Ltd. dated April 13, 2020, which is attached to the contract);
- The annual financial statements and management reports of First Sensor AG as well as the consolidated financial statements and group management reports of First Sensor Group for the 2017, 2018, and 2019 financial years;

- The annual financial statements of TE Connectivity Sensors Germany Holding AG for the abbreviated 2019 financial year (year of foundation);
- The annual reports of TE Connectivity Ltd. for the 2017, 2018, 2019 financial years, each in its original English language version with a legally non-binding translation into the German language;
- The joint report of the Executive Board of First Sensor AG and the Executive Board of TE Connectivity Sensors Germany Holding AG, prepared in accordance with Section 293a AktG, including attachments, including the expert opinion of PricewaterhouseCoopers GmbH, Wirtschaftsprüfungsgesellschaft, in particular for determining the business value of First Sensor AG, as well as
- The audit report, pursuant to Section 293e AktG, of the contract auditor jointly appointed for First Sensor AG and TE Connectivity Sensors Germany Holding AG, ADKL AG Wirtschaftsprüfungsgesellschaft, including attachments.

II. Other information and notes

1. Website of the company and documents and information accessible there

This invitation to the Annual General Meeting, the documents to be made available to the Annual General Meeting and other information relating to the Annual General Meeting will be available on the website of First Sensor AG at www.first-sensor.com under "Investor Relations" and "Annual General Meeting" from the time that notice of the Annual General Meeting is given. Here you will also find the other information pursuant to Section 124a AktG.

Any countermotions, nominations and additional requests from shareholders that are received by First Sensor AG and must be published will also be made available at the above website. After the Annual General Meeting, the voting results will also be published there.

The company's password-protected online portal (**AGM portal**), which, among other things, makes it possible for duly registered shareholders to exercise their voting rights before and during the Annual General Meeting, can also be accessed through the website. Duly registered shareholders can follow the Annual General Meeting on **May 26, 2020** starting **from 10:00 a.m.** live in its full extent in video and audio.

2. Total number of shares and voting rights at the time the meeting is convened

The company's share capital amounts to EUR 51,346,980.00 and is divided into 10,269,396 no-par value bearer shares each with a notional interest in the share capital of EUR 5.00. The company currently holds no treasury shares. At the time of the notice of the Annual General Meeting, the total number of shares of the company is therefore 10,269,396 and the total number of voting rights is 10,269,396.

3. Conducting the Annual General Meeting as a virtual annual general meeting without physical attendance by the shareholders and their proxies, broadcast in video and audio

In light of the continuing COVID-19 pandemic, the Annual General Meeting on May 26, 2020 will be conducted as a virtual annual general meeting on the basis of C-19

AuswBekG without physical attendance by the shareholders and their proxies, but with the option of participation via electronic connection (**participation**).

The shareholders and their proxies (with the exception of the proxies of the company) therefore cannot participate in the Annual General Meeting in person. However, they can follow the entire Annual General Meeting via video and audio broadcast in the AGM portal at the internet address www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting" through the password-protected AGM portal. This video and audio transmission does not enable participation in the Annual General Meeting within the meaning of Section 118 Para. 1 Sentence 2 AktG and no electronic participation in the virtual Annual General Meeting within the meaning of Section 1 Para. 2 Sentence 1 No. 2, 2nd Alternative C-19 AuswBekG. Instead of the customary admission ticket, duly registered shareholders will be sent a voting rights ticket with further information on exercising their voting rights. Among other things, the voting rights ticket contains the individual access details which enable the shareholders to use the password-protected AGM portal accessible at the internet address www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting."

4. Password-protected AGM portal

Starting from May 5, 2020, the company will maintain a password-protected AGM portal at the internet address www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting." Through this AGM portal, duly registered shareholders (and their proxies, where relevant) can follow the Annual General Meeting in video and audio, exercise their voting rights, issue proxies, submit questions or state objections for the record. In order to be able to use the AGM portal, you must log in with the access details you receive with your voting rights ticket. The various options for exercising your rights then appear in the form of buttons and menus in the AGM portal's user interface.

Shareholders can find further details on the AGM portal and the terms for registration and use together with their voting rights card and online at www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting." Please also note the technical information at the end of this invitation.

5. Requirements for participation of the Annual General Meeting and the exercise of shareholder rights, particularly voting rights

Pursuant to Article 16 of our company's Articles of Association, shareholders are entitled to take part in the Annual General Meeting via electronic connection and exercise shareholder rights, particularly voting rights, if they register for the Annual General Meeting and can document to the company that they are entitled to take part in the meeting and to exercise shareholder rights, particularly voting rights (**duly registered shareholders**). Registration for attendance at the meeting must be sent to the company no later than six days before the Annual General Meeting; the date of receipt and the date of meeting do not count. To demonstrate entitlement to take part, documentation in text form (Section 126b BGB) from the custodian institute is needed and must refer to the relevant time period under AktG (record date). In accordance with Section 123 Para. 4 Sentence 2 AktG, documentation must refer to the start of the 21st day before the Annual General Meeting, i.e. the start of **May 5, 2020 (00:00)**. Registration and proof of authorization must be sent to the company at this address:

First Sensor AG
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich

Fax: +49 (0)89/21027-289
E-mail: inhaberaktien@linkmarketservices.de

by no later than the end of **May 19, 2020 (24:00)**.

The registration and documentation of entitlement must be made in text form (Section 126b BGB) and must be in German or English.

With regard to the company, the only shareholders entitled to participate in the meeting and exercise shareholder rights, particularly voting rights, are those who provide proof of the shares they hold. The entitlement to attend the meeting and the scope of voting rights depends only on the stake of the shareholder as of the Record Date. The Record Date does not include a lockout for selling a stake. Even in the event of full or partial sale of the stake after the Record Date, the participation and scope of voting rights depends only on the shareholder's stake on the Record Date, i.e. the sale of shares after the Record Date will have no effect on the entitlement to participation and the scope of the voting rights. The same applies to the purchase of additional shares after the Record Date. Persons who do not yet hold shares as of the Record Date and become a shareholder later on are not entitled to attend or cast votes. The Record Date has no effect on entitlement to dividends.

After timely receipt of the registration and documentation of the shares held to the above address, the entitled shareholders will be sent voting rights tickets for exercising their rights in relation to the Annual General Meeting including the individual access details for the AGM portal for participation in the Annual General Meeting. To ensure timely receipt of the voting rights tickets, we ask that shareholders request a voting rights ticket as soon as possible from their custodian bank. The required registration and documentation of shares held will be handled in this case directly by the custodian bank. Therefore, shareholders that have requested a voting rights ticket in a timely manner from their custodian bank do not need to do anything further.

6. Exercising voting rights via (electronic) absentee voting

Duly registered shareholders can cast their votes via electronic communication (absentee voting).

Before and during the Annual General Meeting, you will be able to exercise your voting rights via electronic absentee voting through the company's password-protected AGM portal, which can be reached at the internet address www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting." Electronic absentee voting via the AGM portal is possible from May 5, 2020 until the start of voting on the day of the Annual General Meeting. This can be done via the "Absentee Voting" button in the AGM portal. You can also change or revoke any votes cast in advance via electronic absentee voting through the AGM portal during the Annual General Meeting until voting begins.

If no explicit or unambiguous vote is cast in the absentee vote for a given agenda item, this will be considered an abstention for this agenda item. If the company receives multiple votes by absentee vote for one and the same share portfolio, the last valid cast vote by absentee vote is considered binding. In the event of an absentee vote that is not formally issued, the vote by absentee vote is invalid. Further information on absentee voting can be found in the voting rights ticket which will be sent to duly registered shareholders. Corresponding information and a more detailed description of electronic absentee voting via the AGM portal can also

be viewed online at www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting."

7. Exercising voting rights by issuing proxies and instructions to company proxies

As a special service to its shareholders, the company allows them to authorize a proxy (appointed by the company), subject to instructions before the Annual General Meeting.

This can be done using the proxy and instructions form delivered to you together with the voting rights ticket. The proxy and instructions form can also be downloaded from the company's website at www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting." If you use the proxy and instructions form, it must be delivered exclusively to the following address, fax number or e-mail address and must be received there before or on **May 25, 2020, 24:00** (date of receipt).

First Sensor AG
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich
Fax: +49 (0)89/21027-289
E-mail: inhaberaktien@linkmarketservices.de

Before and during the Annual General Meeting, you will also be able to exercise your voting rights by authorizing a company proxy via the company's password-protected AGM portal, which can be reached at the internet address www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting." Proxy authorization via the AGM portal is possible from May 5, 2020 until the start of voting on the day of the Annual General Meeting. This can be done via the "Proxy and Instructions" button in the AGM portal. You can also use the AGM portal to change or revoke any proxies or instructions previously issued through the AGM portal during the Annual General Meeting until voting begins. This also applies to proxies and instructions issued using the proxy and instruction form.

If a proxy appointed by the company is authorized, instructions for exercising voting rights must be issued to the proxy in every case. The proxies must vote as instructed. The proxy will not exercise voting rights without such express instructions.

If the proxy receives several powers of attorney and instructions for the same share portfolio or if he receives them by various means of transmission, the most recent formally valid power of attorney with the corresponding instructions is deemed binding. If different directives are received via different means of transmission and it is not clear which one was last submitted, they will be taken into account in the following order: 1. via the AGM portal, 2. via e-mail, 3. via fax and 4. in paper form. In the event of powers of attorney and instructions that are not formally issued, the proxy will not represent the votes at the Annual General Meeting. Insofar as absentee votes are available in addition to power of attorney and instructions to the proxies nominated by the company, the absentee votes are always considered to be of priority; the proxy will not exercise any power of attorney granted to him and will not represent the shares in question.

Further information on authorizing and issuing instructions to proxies appointed by the company can be found in the voting rights ticket which will be sent to duly registered shareholders. Corresponding information and a more detailed description of authorizing and issuing instructions to proxies appointed by the company can also be viewed online at www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting."

8. Issuing a proxy for a third party to exercise voting rights and other rights

Shareholders can exercise their voting rights and other rights at the Annual General Meeting through proxies, e.g. an intermediary, a shareholders' association, a voting rights consultant or another person of their choice. Here as well, timely registration of the shares held with the documentation is required. Authorized third-party proxies can, in turn, exercise the voting rights via absentee voting or by authorizing and issuing instructions to company proxies (see below). If the shareholder authorizes more than one person as a proxy, the company can reject one or more of these pursuant to Section 134 Para. 3 Sentence 2 AktG.

Issuing or revoking a proxy and documentation of proxy to the company must be made in text form (Section 126b BGB) if no proxy pursuant to Section 135 AktG is issued. To send a notice of proxy to the company and provide documentation of authorization issued to a proxy, the address, fax number and e-mail provided for registration can be used.

The issue of proxy to intermediaries, shareholders' associations, voting rights consultants or similar persons or institutions under Section 135 Para. 8 AktG is subject to the special requirements of Section 135 AktG, which require, among other things, that the proxy be documented in a verifiable manner. For this reason, there may be exceptions from the general text form requirement. However, the relevant proxies may set special rules for their own authorization. Thus, the shareholders are asked to coordinate in good time with any proxies about the form and method of authorization.

The proxy authorization can be issued to the proxy or to the company. The proxy can provide documentation of an issued proxy by submitting the documentation (e.g. the original proxy authorization or a copy or scan) to the address specified for registration via post, fax or e-mail by the date of the Annual General Meeting at latest (receipt by the company).

These routes of submission can also be used if the proxy is issued by means of a declaration to the company; in this event, separate documentation of the issuance of the proxy is unnecessary. The revocation of a proxy that has already been issued can also be declared directly to the company via the submission routes specified above.

If the issuance or documentation of a proxy or the revocation thereof is carried out by means of a declaration to the company by post, this must be received by the company by Monday, **May 25, 2020, 24:00** (date of receipt) for organizational reasons. Submission to the company via fax or e-mail is still possible until the start of voting, even on the day of the Annual General Meeting.

Documentation of a proxy issued in or during the Annual General Meeting can be provided by submitting the documentation (e.g. the original proxy authorization) to the address specified for registration via fax or e-mail.

Forms for issuing proxies and instructions are included with every voting rights ticket and can be found on the website of First Sensor AG at www.first-sensor.com under "Investor Relations" and "Annual General Meeting." Shareholders who would like to authorize a representative as a proxy are asked to use this form to issue the proxy. Proxies can also be issued electronically through the password-protected AGM portal until voting begins on the day of the Annual General Meeting. This can be done via the "Third-Party Proxy" button in the AGM portal. Shareholders can find further details online at www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting."

Participation by the proxy via electronic connection through the AGM portal requires that the proxy receive the access details sent together with the voting rights ticket from the issuer of the proxy. In this case, too, proof of the authorization must be provided to the company. The proof of authorization must be sent to the company in the above-mentioned methods.

Credit institutions, shareholders' associations and other intermediaries or similar parties under Section 135 AktG which represent a majority of shareholders are encouraged to make contact through one of the addresses specified for registration before the Annual General Meeting in regard to exercising voting rights.

Further information on issuing proxies to third parties can be found in the voting rights ticket which will be sent to duly registered shareholders. Corresponding information and a more detailed description of issuing proxies to third parties can also be viewed online at www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting."

9. Option for shareholders to ask questions

Duly registered shareholders have the option to submit questions via electronic communication (cf. Section 1 Para. 2 Sentence 1 No. 3 C-19 AuswBekG). Any questions must be submitted two days before the Annual General Meeting at latest, i.e. by the end of **May 24, 2020 (24:00)**, via the company's AGM portal, which can be reached at the internet address www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting." This can be done via the "Submit Question" button in the AGM portal. It is not possible to submit questions by any other means of transmission.

Questions submitted after the deadline specified above cannot be taken into consideration. It is generally intended that the person who submitted the question will be mentioned by name when the question is answered. Please also note the further explanations on shareholder rights and data protection at the end of this invitation.

10. Declaration of objections for the record

Duly registered shareholders who have exercised their voting rights by means of electronic communication or by proxy can declare objections to the resolutions of the Annual General Meeting for the notarial record from the beginning to the end of the Annual General Meeting through the company's AGM portal, which can be reached at the internet address www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting." This can be done via the "Lodge Objection" button in the AGM portal.

11. Information on shareholders' rights under Section 122 Para. 2, Section 126 Para. 1, Section 127, Section 131 Para. 1 AktG in conjunction with Section 1 Para. 2 Sentence 1 No. 3 C-19 AuswBekG

a. Requested additions to the agenda under Section 122 Para. 2 AktG

The shareholders whose shares together account for a twentieth of the share capital or of EUR 500,000.00 (corresponds to 100,000 shares) can request under Section 122 Para. 2 AktG that items be added to the agenda and announced. Every new item must include a reason or draft resolution. The request must be received by the company by the end of **April 25, 2020 (24:00)**.

Please send requests to:

First Sensor AG
The Executive Board
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich

The applicants must prove that they have been shareholders for at least 90 days before the date the request was received, and that they will hold the shares until the Executive Board decides on the motion; Section 70 AktG will apply when calculating the length of the shareholding period. The date of receipt of the request is not counted. No delay is possible from a Sunday, Saturday or holiday to an earlier or later business day. Sections 187 to 193 BGB do not apply.

Additions to the agenda to be announced will be published immediately after receipt of the request in the Federal Gazette and sent to media that is assumed to disseminate the information throughout the European Union. They will also be published on the website of First Sensor AG under www.first-sensor.com, "Investor Relations" and "Annual General Meeting" and communicated to shareholders under Section 125 Para. 1 Sentence 3 AktG.

b. Countermotions and nominations from shareholders under Section 126 Para. 1 and Section 127 AktG

All shareholders are entitled to send countermotions on the proposed resolutions of the Supervisory Board and Executive Board on the items of the agenda and nominations. Such requests (including the reason) and nominations must be sent only to:

First Sensor AG
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich
Fax: +49 (0)89/21027-298
E-mail: antraege@linkmarketservices.de

Countermotions and nominations sent elsewhere will not be considered.

Countermotions and nominations by shareholders that must be communicated and are received by the company by no later than the end of **May 11, 2020 (24:00)**, will be published immediately according to the legal regulations on the internet at www.first-sensor.com under "Investor Relations" and "Annual General Meeting." Any responses by management on the countermotions and nominations will also be published online at www.first-sensor.com under "Investor Relations" and "Annual General Meeting."

The company does not need to publish a countermotion and any reasons for it or a nomination if one of the reasons for disqualification under Section 126 Para. 2 AktG applies, e.g. because the nomination or countermotion would result in a resolution of the Annual General Meeting that violates the law or the Articles of Association, or the primary reasons contain clearly incorrect or misleading information. A nomination does not have to be published if it does not include the name, profession and domicile of the person nominated. Reasons for a countermotion do not have to be published if they are more than 5,000 characters.

Countermotions and nominations received from duly registered shareholders by the end of **May 24, 2020, 24:00** at the latest through the company's AGM portal, which can be reached at the internet address www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting," will be considered submitted in the context of the virtual Annual General Meeting.

c. Shareholder information rights under Section 131 Para. 1 AktG

Shareholder information rights are substantially limited in the case of a virtual annual general meeting in accordance with Section 1 Para. 2 C-19 AuswBekG. This states that shareholders only have the option to submit questions via electronic communication (Section 1 Para. 2 Sentence 1 No. 3 C-19 AuswBekG). The Executive Board can also stipulate that questions be submitted two days before the Annual General Meeting at latest. The Executive Board of First Sensor AG has made use of this option with the approval of the Supervisory Board. The Executive Board only decides on responses to questions at its own due discretion, in accordance with Section 1 Para. 2 Sentence 2 C-19 AuswBekG – in deviation from Section 131 AktG. According to explanatory memorandum for Section 1 Para 2 Sentence 2 C-19 AuswBekG, the management is by no means required to answer every question; it can compile questions and select sensible questions in the interest of the other shareholders. In this context, it can give precedence to shareholders' associations and institutional investors with significant voting shares.

Reference is made to the statements already given above on the option for shareholders to ask questions in accordance with Section 1 Para. 2 Sentence 1 No. 3 C-19 AuswBekG.

Further explanations on shareholder rights under Section 122 Para. 2, Section 126 Para. 1, Section 127, Section 131 Para. 1 AktG in conjunction with Section 1 Para. 2 Sentence 1 No. 3 C-19 AuswBekG are made public on the website of First Sensor AG at www.first-sensor.com under "Investor Relations" and "Annual General Meeting."

12. Information about data protection for shareholders

First Sensor AG processes personal data (name, address, e-mail address, number of shares, share class, type of ownership of the shares and voting rights ticket number; where applicable, the last name, first name, address and e-mail address of the shareholder representative appointed by the relevant shareholder) pertaining to you and/or your proxy on the basis of the applicable data protection laws in order to allow shareholders to exercise their rights in the framework of the Annual General Meeting.

The processing of your personal data is mandatory for the participation in and exercise of your rights in connection with the virtual Annual General Meeting. First Sensor AG is the data controller responsible for the data processing. The legal basis for the processing is Art. 6(1)(c) of the General Data Protection Regulation.

The service providers of First Sensor AG that are commissioned to organize the Annual General Meeting (in particular general meeting, IT, printing and mailing service providers) only receive such personal data from First Sensor AG that is necessary to carry out the commissioned services and only process the data in accordance with the instructions issued by First Sensor AG. Furthermore, your data may be transmitted to authorities eligible to receive information. Your data will not be sent to third countries.

If you as a shareholder make use of the opportunity to submit questions in the run-up to the virtual Annual General Meeting and your questions are answered there, this will possibly be done by stating your name. Other participants of the virtual Annual General Meeting may be made aware of your name. This data processing by mentioning your name is necessary to safeguard our legitimate interest in bringing the conduct of the virtual Annual General Meeting as close as possible to a physical Annual General Meeting. The legal basis for this processing is Article 6 (1) (f) of the General Data Protection Regulation.

In general, your personal data will be deleted or anonymized as soon as it is no longer required for the above-mentioned purpose and First Sensor AG is no longer required to retain it in accordance with statutory documentation and retention requirements.

You have the right at all times to request information about, corrections to, limitations on and deletion of the personal information and to object to the processing of such personal data as well as a right to data portability in accordance with Art. 15 ff. of the General Data Protection Regulation. You can assert these rights at no charge by sending an e-mail to:

ir@first-sensor.com

or by submitting a request to:

First Sensor AG
Investor Relations
Peter-Behrens-Straße 15
12459 Berlin

You also have a right to lodge a complaint with a supervisory authority in accordance with Art. 77 of the General Data Protection Regulation.

You can contact the data protection officer of First Sensor AG at:

datenschutz@first-sensor.com

Further information about data protection can be found on the website of First Sensor AG at <https://www.first-sensor.com/en/company/about-us/our-responsibility/data-protection/> and in our privacy policies at <https://www.first-sensor.com/en/disclaimer/index.html>.

13. Technical information on the virtual Annual General Meeting

In order to follow the virtual Annual General Meeting, use the AGM portal and exercise shareholder rights, you need an internet connection and an internet-enabled device. A stable internet connection with a sufficient transfer speed is recommended in order to be able to optimally display the video and audio broadcast of the Annual General Meeting.

If you use a computer to view the video and audio broadcast of the virtual Annual General Meeting, you will need a web browser and speakers or headphones.

To access the company's password-protected AGM portal, you will need your individual access data that you will receive together with the voting rights ticket, which will be delivered to you unprompted after registration. These access details will allow you to log in on the log-in page in the AGM portal.

In order to avoid the risk of the exercise of shareholder rights being inhibited by technical problems during the virtual Annual General Meeting, it is recommended that shareholder rights (particularly voting rights) be exercised before the start of the Annual General Meeting if possible. Voting rights can be exercised in the AGM portal starting from May 5, 2020.

Shareholders can find further details on the AGM portal and the terms for registration and use together with their voting rights card and online at www.first-sensor.com in the "Investor Relations" section under "Annual General Meeting."

14. Note on the availability of the video and audio broadcast

Duly registered shareholders can follow the Annual General Meeting on **May 26, 2020** starting **from 10:00 a.m.** live in its full extent in video and audio through the AGM portal. In accordance with the current state of the art, the video and audio broadcast of the virtual Annual General Meeting and the availability of the AGM portal may be subject to fluctuations over which the company has no influence due to limitations on the availability of telecommunications networks and limitations of internet services from third-party providers. For this reason, the company cannot assume any guarantees or liability for the functionality or constant availability of the internet services used, the third-party network elements used, the video and audio broadcast or access to the AGM portal and the general availability thereof. In addition, the company does not assume any responsibility for errors or deficiencies of the hardware and software used for the online service, including those of the service companies engaged, except in the case of deliberate intent. For this reason, the company recommends that the options for exercising rights specified above, particularly for exercising voting rights, be used before the Annual General Meeting. The chair of the Annual General Meeting must reserve the right to interrupt or entirely halt the virtual Annual General Meeting if required due to data protection or security concerns.

Berlin, April 2020

First Sensor AG

The Executive Board

Only the German text of this Convocation and Agenda (Invitation) is legally binding. The English text is not part of this Convocation and Agenda and a non-binding convenience translation only.

