



Main Terms of Engagement Klaus Roewe - Executive Director and Chief Executive Officer

Proposed appointment: General Meeting of Shareholders of October 27, 2022

<u>Term of contract</u>	6 years from appointment
<u>Annual Base Salary</u>	USD\$ 650,000 (to be paid in EUROS)
<u>Annual Cash Bonus (STI)</u>	<p>Target (maximum) US\$ 500,000 gross (to be paid in EUROS).</p> <p>Tied to realization of annual performance targets, to be established in cooperation with the Board from the year 2023 onwards.</p> <p>For 2022: guaranteed pay-out of the target bonus pro-rated for the year, based on the official start date.</p> <p>For 2023: a minimum bonus pay-out of 50% of the maximum target bonus is guaranteed.</p>
<u>Initial Equity Award</u>	<p>Initial stock option equity to be granted on appointment.</p> <p>Value: US\$ 1.5 million gross on the date of grant. Number of option shares to be calculated as fair market value divided by average trading share price (for 90 trading days) prior to grant, adjusted by the Black-Scholes multiplier.</p> <p>Vesting: ratably over 4 years starting retro-actively August 1, 2022 (based on start date with the Liliium GmbH), subject to (i) Service Condition and (ii) Liliium Performance Trigger: first delivery of operational certified aircraft to a paying customer.</p>
<u>Long-Term Incentive (LTI)</u>	<p>(i) For the year 2022: RSU grant of US\$ 500,000 gross, vesting ratably over 4 years, starting with a grant upon Appointment.</p> <p>Vesting of RSU grant made on appointment: retro-actively from August 1, 2022.</p> <p>(ii) Further participation in Liliium option schemes and terms to be determined by the Board on an annual basis at the recommendation of the Compensation Committee in line with Compensation Policy.</p>

<u>Restrictive Agreements</u>	Customary non-competition and non-solicitation for 12 months after termination. Continued payment of compensation during period of restrictive covenants.
<u>Notice period</u>	6 months for both parties.
<u>Termination Provisions</u>	<ul style="list-style-type: none"> a) <i>Termination without cause</i>: twelve months base salary and continuation of benefits for nine months. Vested, yet unexercised options will remain exercisable until the earlier of the first anniversary of termination or the expiration of the option term. b) <i>Resignation or termination with cause</i>: salary until the last date of employment. Vested, yet unexercised options will remain exercisable until the earlier of 90 days from termination or the expiration of the option term. c) <i>Termination for death or disability</i>: salary until the last date of employment. Acceleration of all unvested equity. d) <i>Termination without cause or resignation with Good Reason within 24 months following a change of control</i>: twelve months base salary, pro-rata bonus for the year in which the termination occurs and continuation of benefits for nine months. Acceleration of all unvested equity.