

MERGER AGREEMENT

This Agreement is concluded

between

- (1) **Nagarro SE**, Einsteinstr. 172, 81677 Munich ("**NAGARRO**"), and
- (2) **Nagarro Holding GmbH**, Einsteinstr. 172, 81677 Munich ("**NHG**")

(NAGARRO and NHG individually hereinafter each a "**Party**" and collectively the "**Parties**").

PREAMBLE

- (A) NAGARRO is a stock corporation, registered in the Commercial Register of the Munich Local Court under HRB 254410. The share capital of NAGARRO amounts to EUR 11,576,513.00 and is divided into 11,576,513 no-par value registered shares, each with a notional interest in the share capital of EUR 1.00 (the "**NAGARRO Shares**"). NAGARRO Shares are admitted to trading on the regulated market (SDAX) of the Frankfurt Stock Exchange under ISIN DE000A3H2200. Furthermore, NAGARRO Shares are traded over the counter on the stock exchanges in Berlin, Düsseldorf, Hamburg, Munich and Stuttgart. The financial year of NAGARRO is the calendar year.
- (B) NHG is a limited liability company, registered in the Commercial Register of the Munich Local Court under HRB 213425. The share capital of NHG amounts to EUR 67,534.00 and is divided into 67,534 shares with the consecutive numbers 1 to 67,534 and a nominal amount of EUR 1.00 each (the "**NHG Shares**"). The financial year of NHG is the calendar year.
- (C) NAGARRO holds 42,017 NHG Shares. The other shares are held as follows: 2,499 NHG Shares by All Nag Beteiligungs GmbH & Co. KG, registered in the Commercial Register of the Munich Local Court under HRA 114373, ("**ANB**"), 2,499 NHG Shares by StarView Capital Growth Fund, LLC ("**SV LLC**") and 2,985 NHG Shares by SPP Co-Investor GmbH & Co. KG, registered in the Commercial Register of the Munich Local Court under HRA 105350 ("**SPPKG**") (ANB, SV LLC and SPP KG hereinafter the "**Entitled NHG Shareholders**"). NHG also holds 17,534 treasury NHG Shares.
- (D) The Parties intend to transfer the assets of NHG as a whole to NAGARRO by way of merger by absorption against the granting of shares. In this context, NAGARRO will increase its share capital from currently EUR 11,576,513.00 by EUR 2,199,472.00 to EUR 13,775,985.00 by issuing 2,199,472 new NAGARRO Shares. Insofar as NAGARRO is a shareholder of NHG, it may not increase its share capital in accordance with Section 68 para. 1 sentence 1 no. 1 of the German Transformation Act (UmwG – Umwandlungsgesetz) in order to implement the merger.

NOW THEREFORE the Parties agree as follows:

1. ASSET TRANSFER

NHG as the transferring legal entity shall transfer its assets as a whole with all rights and obligations to NAGARRO as the acquiring legal entity, excluding liquidation pursuant to Section 2 para. 1 UmwG (merger by absorption).

2. MERGER EFFECTIVE DATE AND TAX EFFECTIVE DATE

- 2.1 From the beginning (12:00 a.m.) of 1 January 2021 (the "**Merger Effective Date**"), all acts and transactions of NHG shall be deemed to have been made for the account of NAGARRO. The tax effective date is midnight on 31 December 2020 (the "**Tax Effective Date**").

- 2.2 The merger will be based on the balance sheet of NHG as of 31 December 2020 as the closing balance sheet within the meaning of Section 17 para. 2 UmwG in conjunction with Section 4 of the German Act on Measures in Company, Cooperative, Association, Foundation and Condominium Law to Combat the Effects of the COVID-19 Pandemic (GesRueCOVBekG – Gesetz über Maßnahmen im Gesellschafts-, Genossenschafts-, Vereins-, Stiftungs- und Wohnungseigentumsrecht zur Bekämpfung der Auswirkungen der COVID-19-Pandemie).
- 2.3 If the merger has not become effective by the end of 30 April 2022 by registration in the Commercial Register of NAGARRO, the merger shall be based on the balance sheet of NHG as of 31 December 2021, in derogation from Clause 2.2, and in derogation from Clause 2.1, the Merger Effective Date shall be postponed to the beginning (12:00 a.m.) of 1 January 2022, and the Tax Effective Date shall be postponed to the end (midnight) of 31 December 2021. In the event of a further delay in the effective date of the merger beyond 30 April of the respective subsequent year, the effective dates shall be postponed by one year in each case in accordance with the above provision.

3. CONSIDERATION, TRUSTEE, CAPITAL MEASURES

- 3.1 As consideration for the transfer of the assets of NHG to NAGARRO, the Entitled NHG Shareholders shall receive, on a pro rata basis and free of charge, no-par value registered shares in NAGARRO corresponding to their previous shareholding in NHG, based on a fixed arithmetical exchange ratio of 275.5197420091868 NAGARRO Shares for one NHG Share. In order to avoid partial rights to shares arising on the basis of this exchange ratio (so-called share fractions), the following specific consideration was determined: ANB and SV LLC will each receive 688,523 new NAGARRO Shares for the 2,499 NHG Shares held by them, and SPP KG will receive 822,426 new NAGARRO Shares for the 2,985 NHG Shares held by it. The Entitled NHG Shareholders will thus receive a total of 2,199,472 no-par value registered shares in NAGARRO for the 7,983 NHG Shares held by them in total. To the extent that the Entitled NHG Shareholders could be entitled to a higher number of NAGARRO Shares in terms of value on the basis of the aforementioned determined arithmetical exchange ratio, they have waived the granting of shares pursuant to Section 68 para. 1 sentence 3 UmwG by notarized declaration. Insofar as NAGARRO is a shareholder of NHG, there shall be no capital increase at NAGARRO (Section 68 para. 1 sentence 1 no. 1 UmwG). Insofar as NHG holds treasury shares, there shall also be no capital increase at NAGARRO (Section 68 para. 1 sentence 1 no. 2 UmwG). No additional cash payment is granted to the Entitled NHG Shareholders; they have waived such additional cash payment as a precaution.
- 3.2 The shares to be granted by NAGARRO shall be entitled to profits for the entire financial year commencing on 1 January 2021. In the event that the Effective Merger Date is postponed pursuant to Clause 2.3 of this Agreement, the beginning of the profit entitlement of the shares to be granted shall be postponed to the beginning of the financial year of NAGARRO in which the merger becomes effective.
- 3.3 To implement the merger, NAGARRO will increase its share capital from EUR 11,576,513.00 by EUR 2,199,472.00 to EUR 13,775,985.00 by issuing 2,199,472 registered no-par value shares, each with a notional interest in the share capital of NAGARRO of EUR 1.00. The capital increase will be carried out under exclusion of the subscription rights of the existing shareholders of NAGARRO against contribution in kind.
- 3.4 The contribution in kind is the assets of NHG, which will be transferred to NAGARRO as part of the merger. To the extent that the value at which assets of NHG are taken over by NAGARRO exceeds the amount of the capital increase, the excess amount shall be transferred to the capital reserve of NAGARRO pursuant to Section 272 para. 2 no. 1 of the German Commercial Code (HGB – Handelsgesetzbuch).

- 3.5 NAGARRO will appoint M.M.Warburg & CO (AG & Co.) Kommanditgesellschaft auf Aktien, Hamburg, as trustee for the receipt of the shares in NAGARRO to be granted to the Entitled NHG Shareholders and their delivery to the Entitled NHG Shareholders. Possession of the shares to be granted will be conveyed to the trustee prior to registration of the merger and the trustee will be instructed to procure the shares for the Entitled NHG Shareholders after registration of the merger in the Commercial Register of NAGARRO or, in the event of a final failure of the merger, to transfer the shares to NAGARRO or – upon its instruction – to destroy them.
- 3.6 NAGARRO will apply for admission of the new shares to trading on the regulated market of the Frankfurt Stock Exchange in the sub-segment of the regulated market with additional post-admission obligations (Prime Standard).
- 3.7 NHG undertakes not to make any dispositions or take any other measures in respect of treasury NHG Shares it holds until the merger takes effect.

4. SPECIAL RIGHTS

Individual direct and indirect shareholders of the Parties shall – with the exception of the capital increase of NAGARRO to be carried out in connection with the merger by issuing new shares – not be granted any rights within the meaning of Section 5 para. 1 no. 7 UmwG. No special rights within the meaning of Section 5 para. 1 no. 7 UmwG exist with respect to the Parties and no measures within the meaning of Section 5 para. 1 no. 7 UmwG are envisaged.

5. SPECIAL ADVANTAGES

- 5.1 Subject to the precautionary circumstances set out in Clause 5.2 and Clause 5.3, no special benefits shall be granted to members of representative or supervisory bodies of the legal entities involved in the merger, an auditor or a merger auditor (Section 5 para. 1 no. 8 UmwG).
- 5.2 The position of the managing directors of NHG shall end when the merger takes effect. The sole managing director of NHG, Mrs. Anette Mainka, is also a member of the board of directors of NAGARRO. This legal position shall remain unaffected by the merger and shall not be changed. There are no management employment contracts at NHG. The merger therefore does not trigger any severance or other claims in favor of the managing directors of NHG.
- 5.3 The members of the Board of Management of NAGARRO, Manas Fuloria and Vikram Sehgal, each hold an indirect interest of approximately 5% in the share capital of NHG (excluding treasury shares). They will therefore each indirectly receive 688,523 NAGARRO Shares in the course of the merger, corresponding to approximately 5% of the share capital of NAGARRO (after capital increase).

6. CONSEQUENCES OF THE MERGER FOR EMPLOYEES AND THEIR REPRESENTATIVE BODIES

- 6.1 The employment relationships existing at NAGARRO shall not be affected by the merger, but shall continue unchanged in terms of content even after the merger with NAGARRO takes effect.
- 6.2 Upon the merger taking effect and the associated transfer of operations, all employment relationships existing with NHG shall be transferred to NAGARRO in accordance with Section 613a of the German Civil Code (BGB), Section 324 UmwG. The legal status existing at the time the merger takes effect shall be decisive for the content of the transferred employment relationships. Since NHG shall cease to exist pursuant to Section 20 para. 1 no. 2 UmwG, any additional joint and several liability of NHG within the meaning of Section 613a para. 2 German Civil Code (BGB – Bürgerliches Gesetzbuch) does not exist pursuant to Section 613a para. 3 BGB.

- 6.3 The employees of NHG affected by the transfer of operations shall be informed of the reasons for and consequences of the transfer of operations for the employees prior to the transfer of operations in accordance with Section 613a para. 5 BGB. The notification will be conducted by NHG in close coordination with NAGARRO. There is no right to object to the transfer of the respective employment relationship pursuant to Section 613a para. 6 BGB, as NHG ceases to be the former employer and cannot continue the employment relationships.
- 6.4 The contractual terms and conditions of employment of the transferred employees, including any company practices, general commitments and standard regulations, shall remain unchanged. This also applies to the place of work. Rights and entitlements based on earned length of service are also continued. This shall apply in particular to the calculation of notice periods of the transferring employees pursuant to Section 613a para. 1 sentence 1 BGB.
- 6.5 NHG has no pension or other benefit commitments.
- 6.6 A termination by the respective employer of the employment relationships which will be transferred upon effectiveness of the merger due to the transfer of operations caused by the merger shall be invalid (Section 613a para. 4 sentence 1 BGB in conjunction with Section 324 UmwG). The right to give notice of termination for other reasons shall remain unaffected in accordance with Section 613a para. 4 sentence 2 BGB.
- 6.7 The merger has no consequences under individual law for the employees of other companies of the NAGARRO Group. They shall remain employees of their respective companies; their employment relationships shall not be affected by the merger. The same applies to the company pension plan and the pension commitments by the companies at which the employees are respectively employed.
- 6.8 No measures are planned for the employees of NAGARRO, NHG or other companies of the NAGARRO Group (in particular no adverse measures such as redundancies or relocation of operations) in connection with the merger.
- 6.9 The merger does not lead to changes at the level of collective bargaining law. Neither NAGARRO nor NHG has employee representative bodies. The merger shall have no effect on any other employee representative bodies existing in the NAGARRO Group. The existence, composition and term of office of any employee representative bodies (in particular the Works Council) shall remain unchanged. There are no company agreements at NHG. Any otherwise existing company agreements within the NAGARRO Group shall continue to apply under collective law. Neither NAGARRO nor NHG or other companies of the NAGARRO Group are bound by collective bargaining agreements. Thus, even after the merger, no provisions of collective bargaining agreements apply.
- 6.10 NHG does not have a supervisory board. The Supervisory Board of NAGARRO shall continue to be composed solely of members of the shareholders after the merger has become effective. Even after the merger has become effective, the statutory requirements for the formation of a supervisory board with co-determination will not be met. An employee involvement procedure in accordance with the provisions of the German Law on the Involvement of Employees in a European Company (SEBG – Gesetz über die Beteiligung der Arbeitnehmer in einer Europäischen Gesellschaft) is not to be carried out at NAGARRO after the merger has taken effect.

7. CLOSING PROVISIONS

- 7.1 This Agreement shall not become effective until the General Meeting of NAGARRO and the Shareholders' Meeting of NHG Holding have approved it and the merger has been entered in the Commercial Registers of NAGARRO and NHG.

- 7.2 If the Merger has not become effective by 31 December 2022, either Party may withdraw from this Agreement by giving written notice to the other Party.
- 7.3 A compensation offer pursuant to Section 29 UmwG is not required, as all shareholders of NHG have waived such an offer by notarized declaration.
- 7.4 Amendments and supplements to this agreement, including this written form clause, must be made in writing to be effective, unless mandatory law prescribes a stricter form.
- 7.5 Rights and obligations under this Agreement may not be assigned, in whole or in part, without the prior written consent of the other Party.
- 7.6 This Agreement shall be governed by the laws of the Federal Republic of Germany to the exclusion of the provisions of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG).
- 7.7 All disputes arising out of or in connection with this Agreement or concerning its validity shall, with the exception of measures of interim relief, be finally settled by arbitration in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V., "DIS"), as amended from time to time, to the exclusion of the jurisdiction of state courts. The arbitral tribunal shall also make a binding decision on the validity of this arbitration clause. The place of arbitration shall be Munich. The number of arbitrators shall be three. The presiding arbitrator must be qualified to hold judicial office in the Federal Republic of Germany. The language of the proceedings shall be German, however, neither Party shall be obliged to provide translations of English language documents submitted for evidentiary or other purposes. Insofar as the DIS Arbitration Rules do not contain any provision on the arbitration proceedings or leave the proceedings to the discretion of the arbitral tribunal, the provisions of the German Code of Civil Procedure shall apply mutatis mutandis.
- 7.8 If any provision of this Agreement is or becomes void, invalid or unenforceable in whole or in part, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. The void, invalid or unenforceable provision shall, to the extent permitted by law, be deemed to be replaced by such valid and enforceable provision as comes closest to the economic purpose pursued by the void, invalid or unenforceable provision. The same shall apply in the event that this Agreement should contain an unintended gap. It is the express intention of the Parties that the provision contained in this Clause 7.8 not only results in a reversal of the burden of proof, but also excludes the applicability of Section 139 BGB.

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