Declaration of Conformity by the Executive Board and the Supervisory Board of Hapag-Lloyd Aktiengesellschaft regarding the Recommendations of the Germany Corporate Governance Code Commission in accordance with Sec. 161 of the German Stock Corporation Act (AktG)

The Executive Board and the Supervisory Board of Hapag-Lloyd Aktiengesellschaft hereby update the declaration of conformity issued in March 2026 and state that, in addition to the exceptions mentioned therein, the recommendations of the “Government Commission German Corporate Governance Code” as amended on April 28, 2022 (GCGC) have been complied with and will be complied with in the future, with the following further exceptions:

- The recommendation G.12 of the GCGC is not complied with. According to this recommendation, in the event of premature termination of Executive Board service, the payment of any outstanding variable remuneration components attributable to the period up to the termination of the contract should be made on the basis of the originally agreed targets and benchmarking parameters and at the due dates or after the holding periods stipulated in the contract.

  In connection with the mutually agreed departure of Dr. Maximilian Rothkopf, the settlement agreement provides that the LTIP payout amount (tranches 2024–26) will be paid within five bank business days after the termination date - thus deviating from the original contractual terms both with regard to target achievement, which was agreed mutually, and with regard to the due dates. In the Supervisory Board’s view, the early payment, which immediately settles all outstanding variable remuneration entitlements, is in the Company’s interest as it enables a swift and final settlement of the service relationship and helps avoid any subsequent disputes regarding the settlement of variable remuneration components.

- Purely as a precaution, a deviation from recommendation G.13 of the GCGC is also declared. According to recommendation G.13 sentence 1 of the GCGC, in the event of premature termination of Executive Board service, payments to an Executive Board member should not exceed the value of two years’ remuneration (severance cap) and should not compensate more than the remaining term of the service contract.

  The agreement reached with Dr. Maximilian Rothkopf provides for a maximum amount (cap) that limits all benefits from the date of resignation and is calculated based on the total remuneration of the preceding two full financial years, as optionally provided in the Company’s remuneration system. The severance cap is therefore complied with. The payments also do not exceed the value of the remuneration for the remaining term of the service contract. However, since recommendation G.13 sentence 1 does not conclusively define the calculation basis for the severance cap and, under a possible interpretation, may refer only to the total remuneration of the last completed financial year, a deviation is declared as a precaution.

In the case of any inconsistency, the German version of this declaration prevails over the English one.

Hamburg, in July/August 2026
Executive Board and Supervisory Board

Hapag-Lloyd Aktiengesellschaft