

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K/A  
(Amendment No. 1)

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(D)  
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): May 4, 2026

Sono Group N.V.

(Exact name of registrant as specified in its charter)

The Netherlands

(State or other jurisdiction of incorporation)

001-41066

(Commission File Number)

98-1828632

(IRS Employer Identification No.)

Waldmeisterstrasse 93, Munich, Germany

(Address of principal executive offices)

80935

(Zip Code)

+49 (0)89 4520 5818

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary shares	SSM	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## Explanatory Note

This Amendment No. 1 on Form 8-K/A (this “Amendment”) amends the Current Report on Form 8-K filed by Sono Group N.V. (the “Company”) with the U.S. Securities and Exchange Commission on March 19, 2026 (the “Original Current Report”), relating to events occurring on March 14, 2026. This Amendment is filed to (i) report the Company’s entry into, and consummation of, a Share Purchase and Transfer Agreement effecting the sale of the Company’s entire interest in its wholly-owned subsidiary Sono Motors GmbH, and (ii) supplement and update Item 2.05 of the Original Current Report with respect to costs and charges associated with the exit from the Company’s legacy solar operations, as contemplated by the Original Current Report. Except as set forth herein, the Original Current Report is not amended or otherwise modified.

### Item 1.01 Entry into a Material Definitive Agreement.

On May 4, 2026 (the “Signing Date”), the Company entered into a Share Purchase and Transfer Agreement (the “SPA”) with (i) Vorratsla-160 M UG (haftungsbeschränkt), a German limited liability company whose sole shareholder is Denis Azhar, and (ii) Vorratsla-161 M UG (haftungsbeschränkt), a German limited liability company whose sole shareholder is Jan Schiermeister (together, the “Purchasers”), and Sono Motors GmbH, a German limited liability company (“Sono Motors”). Denis Azhar and Jan Schiermeister are the current managing directors of Sono Motors. The SPA was notarized under German law on the Signing Date.

**Sale and Transfer of Shares.** Pursuant to the SPA, the Company sold and transferred to the Purchasers, with immediate legal effect in rem (*abtreten mit dinglicher Wirkung*) under German law and without conditions precedent, all 33,588 shares representing 100% of the outstanding share capital of Sono Motors (the “Sold Shares”), with 50% of the Sold Shares transferred to each Purchaser. The purchase price for the Sold Shares was €1.00 in the aggregate.

**Sale and Assignment of Shareholder Loan Repayment Claim.** Simultaneously, the Company sold and assigned to the Purchasers, with immediate legal effect under German law, the Company’s repayment claims (including accrued interest) under shareholder loans previously extended by the Company to Sono Motors (the “Shareholder Loan Repayment Claim”). The outstanding amount of the Shareholder Loan Repayment Claim was approximately €10.5 million as of April 29, 2026. The purchase price for the Shareholder Loan Repayment Claim was €1.00 in the aggregate, with 50% of the Shareholder Loan Repayment Claim assigned to each Purchaser. Each Purchaser’s portion of the Shareholder Loan Repayment Claim is subject to (i) a standstill undertaking by the Purchasers that they will not demand, enforce or otherwise seek repayment, whether fully or partly, of the Shareholder Loan Repayment Claim for a period of two years following the Signing Date, and (ii) a qualified subordination (*qualifizierter Rangrücktritt*) pursuant to German insolvency law under which the Shareholder Loan Repayment Claim is subordinated to all other present and future creditors of Sono Motors.

**Ancillary Matters.** In connection with the SPA, the Company and Sono Motors agreed to terminate the Corporate Services Agreement between them, pursuant to which Sono Motors had provided certain accounting, controlling, treasury and regulatory reporting services to the Company, with retroactive effect as of April 30, 2026. The SPA also requires the parties to use their best efforts to cause the lease agreement for the premises located at Waldmeisterstraße 93, 80935 Munich, Germany, under which the Company is the current lessee, to be transferred to Sono Motors as lessee by no later than June 30, 2026, with a full release of the Company from any further liability thereunder; if such transfer is not completed by that date, the Company has the right to terminate the lease agreement. In addition, Sono Motors granted the Company a worldwide, limited, non-exclusive, non-transferable, royalty-free, irrevocable license to use the “Sono” brand as company name and in connection with its stock exchange listing, securities trading or stock ticker.

Following the Signing Date, the Company no longer holds any equity interest in, or exercises any control over, Sono Motors. The SPA is governed by the laws of Germany, and disputes arising under the SPA are subject to binding arbitration in Munich, Germany.

The foregoing description of the SPA does not purport to be complete and is qualified in its entirety by reference to the full text of the SPA, a copy of which is filed as Exhibit 10.1 to this Amendment and incorporated herein by reference.

### Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth under Item 1.01 of this Amendment is incorporated herein by reference.

### Item 2.05 Costs Associated with Exit or Disposal Activities.

This Item amends and supplements Item 2.05 of the Original Current Report.

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As previously disclosed in the Original Current Report, on March 14, 2026, the supervisory board of the Company resolved to terminate all current and future funding commitments to Sono Motors and to exit the legacy solar operations conducted through Sono Motors, with immediate effect (the “Exit”). In the Original Current Report, the Company stated that it was unable to make a good faith estimate of the total costs and charges that may be incurred in connection with the Exit and committed to amend the Original Current Report when such amounts became reasonably estimable. As described in Item 1.01 of this Amendment, the Company has now completed the Exit through the execution and consummation of the SPA on the Signing Date.

In connection with the Exit and the transactions contemplated by the SPA, the principal costs the Company has incurred and expects to continue to incur consists of legal, advisory and other professional fees and expenses associated with the Exit. The Company does not currently expect to incur any additional material exit or disposal charges. The Company does not expect to receive any material net proceeds from the Exit. Any costs incurred in connection with the Exit are expected to be reduced by cash flow to the Company from the Treasury Strategy.

#### **Item 8.01 Other Events.**

On May 8, 2026, the Company issued a press release regarding the completion of its exit from the Company’s legacy solar business. A copy of that press release is filed as Exhibit 99.1 to this Current Report and is incorporated herein by reference.

As previously disclosed, the Company intends to solicit the ratification by its shareholders of the engagement by the Company in the Treasury Strategy.

#### **Forward Looking Statements**

This Current Report contains certain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements include, but are not limited to, statements regarding the consummation of transactions as part of the Treasury Strategy, including their timing and the expected cash flow and the use of proceeds therefrom; the receipt of any required shareholder approvals; the projected operational and financial performance of the Company and its subsidiaries, including the Company following implementation of the Treasury Strategy; the Company’s product offerings and developments and business plans; and the Company’s expectations, hopes, beliefs, intentions, plans, prospects or strategies regarding the future revenue and the business plans of the Company’s management team, including the pursuit of the Treasury Strategy. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. In addition, any statements that refer to projections, forecasts, or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intends,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “seek,” “should,” “will,” “would” and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. The forward-looking statements contained in this Current Report are based on certain assumptions and analyses made by the management of the Company considering their respective experience and perception of historical trends, current conditions, and expected future developments and their potential effects on the Company as well as other factors they believe are appropriate in the circumstances. There can be no assurance that future developments affecting the Company will be those anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the control of the parties), or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements, including the consummation and timing of any transactions as part of the Treasury Strategy, and the cash flow to the Company therefrom; the occurrence of any uncured event of default or any event, change or other circumstance that could give rise to the termination of the Company’s ISDA Master Agreement relating to the Treasury Strategy; the outcome of any legal proceedings that may be instituted against the Company; risks associated with the Treasury Strategy replacing the former plans and operations of the Company including the legacy solar operations; potential difficulties in employee retention as a result of the Treasury Strategy; whether the Company will be able to maintain compliance with the continued listing standards of The Nasdaq Stock Market LLC or comply with the initial listing standards of another national securities exchange; the ability of the Company to service or otherwise pay its debt obligations; market acceptance of the Company’s product offerings; that the Company will have sufficient capital to operate as anticipated; the demand for the Company’s products; and global supply chains and legislative, regulatory and economic developments in general. Should one or more of these risks or uncertainties materialize or should any of the assumptions being made prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. The Company undertakes no obligation to update or revise any forward-looking statements, whether because of new information, future events, or otherwise, except as may be required under applicable securities laws.

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## Additional Information and Where to Find It

In connection with the solicitation of the ratification by the Company's shareholders of the engagement by the Company in the Treasury Strategy, the Company intends to file with the Securities and Exchange Commission (the "SEC") a proxy statement on Schedule 14A (the "Proxy Statement") relating to an extraordinary general meeting of the Company's shareholders to be held for the purpose of ratifying the Company's engagement in the Treasury Strategy (the "Special Meeting"). This Current Report is not a substitute for the Proxy Statement or any other document that the Company may file with the SEC or send to the Company's shareholders in connection with the Special Meeting. This Current Report does not contain all of the information that should be considered in respect of the matters to be noticed for the Special Meeting in the Proxy Statement, and additional information will be set forth in the Proxy Statement when it becomes available. Shareholders of the Company are urged to read all relevant documents filed with the SEC, including the Proxy Statement, as well as any amendments or supplements to these documents, carefully when they become available. Promptly after filing its definitive Proxy Statement with the SEC, the Company will mail the definitive Proxy Statement and a proxy card to each shareholder of the Company entitled to vote at the Special Meeting as of a record date to be established for voting at the Special Meeting.

Shareholders may also obtain a copy of the Proxy Statement, as well as other documents filed by the Company with the SEC without charge, at the SEC's website located at [www.sec.gov](http://www.sec.gov). In addition, shareholders may obtain a free copy of the Company's filings with the SEC from the Company's website at <https://ir.sonomotors.com/>.

## Participants in the Solicitation

The Company and its directors, executive officers, employees and other persons may be deemed to be participants in the solicitation of proxies from the Company's shareholders in connection with the Special Meeting under SEC rules. Shareholders may obtain more detailed information regarding the names, affiliations and interests of the Company's executive officers and directors in the solicitation by reading the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC on April 1, 2026 and the Proxy Statement when it becomes available.

## No Solicitation

This Current Report shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the matters to be noticed in the definitive Proxy Statement when it becomes available.

## Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.* The following exhibits are filed with this Current Report:

<u>Exhibit</u>	<u>Description of Exhibit</u>
<a href="#">10.1</a>	<a href="#">Share Purchase and Transfer Agreement dated May 4, 2026</a>
<a href="#">99.1</a>	<a href="#">Press release dated May 8, 2026</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Sono Group N.V.**

By /s/ Kevin McGurn

Name: Kevin McGurn  
Title: CEO and Managing Director  
Date: May 8, 2026

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**SHARE PURCHASE AND TRANSFER AGREEMENT**

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between (*inter alia*)

**Sono Group N. V.**

as Seller

and

**Vorratsla-160 M UG (haftungsbeschränkt)**

**Vorratsla-161 M UG (haftungsbeschränkt)**

as Purchasers

regarding all shares in

**Sono Motors GmbH**

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In addition to the above mentioned definitions, the following terms and abbreviations shall have the following meanings:

"Affiliate"	means any individual persons or legal entities who or which are affiliated enterprises ( <i>verbundene Unternehmen</i> ) within the meaning of Section 15 of the German Stock Corporation Act ( <i>Aktiengesetz</i> ).
"BGB"	means German Civil Code.
"Business Day"	means any day other than a Saturday and Sunday or a public holiday in Munich, Germany, on which banks are open for business.
"Representatives"	means, in relation to any person, its directors, officers, authorised persons, employees, agents, consultants and professional advisors.
"Seller's Bank Account"	shall mean the following bank account of Seller:  Account Holder: [***]; IBAN: [***]; BIC: [***]; Bank: [***].
"VAT"	means German value added tax.

## Share Purchase and Transfer Agreement

This share purchase and transfer agreement ("**Agreement**") is entered into on 4 May 2026 ("**Signing Date**") by and between

1. **Sono Group N. V.**

a Dutch stock corporation (*Naamloze Vennootschap*) with registered seat in Amsterdam, business address Waldmeisterstrasse 93, 80935 Munich, registered with the Dutch commercial register (*Kamer van Koophandel*) under number KVK 80683568

- "**Seller**" -

and

2. **Vorratsla-160 M UG (haftungsbeschränkt) (in future: OZERA UG (haftungsbeschränkt))**

a German limited liability company with registered seat in Munich, business address Adlerstr. 34, 90403 Nürnberg (in future: Auenstr.4g, 82515 Wolfratshausen), registered with the commercial register of the local court (*Amtsgericht*) of Munich under HRB 311675

- "**Purchaser 1**" -

and

3. **Vorratsla-161 M UG (haftungsbeschränkt)**

a German limited liability company with registered seat in Munich, business address Adlerstr. 34, 90403 Nürnberg (in future: Abbestr. 21a, 80999 Munich), registered with the commercial register of the local court (*Amtsgericht*) of Munich under HRB 311674

- "**Purchaser 2**" and Purchaser 1 and Purchaser 2 collectively "**Purchasers**" -

4. **Sono Motors GmbH**

a German limited liability company with registered seat in Munich, business address Waldmeisterstrasse 93, 80935 Munich, registered with the commercial register of the local court (*Amtsgericht*) of Munich under HRB 224131

- "**Company**" -

- Seller, Purchasers and Company together "**Parties**" and each a "**Party**".

### Preamble

- A. The Company is a German limited liability company (*Gesellschaft mit beschränkter Haftung*), with its business address at Waldmeisterstraße 93, 80925 Munich, Germany, registered with the commercial register of the local court (*Amtsgericht*) of Munich under HRB 224131.
- B. The Company's activities are focused on integrating proprietary solar technology onto vehicles.
- C. The Seller is the sole shareholder of the Company. The Seller intends to sell all of its shares in the Company and to discontinue its involvement in the business of the Company and any current or future commitments to the Company.

- D. Denis Azhar, the sole shareholder of Purchaser 1, and Jan Schiermeister, the sole shareholder of Purchaser 2, are currently the managing directors of the Company.
- E. The Company has a registered share capital of EUR 33,588.00 (in words: thirty-three thousand five hundred and eighty-eight euros), divided into 33,588 (in words: thirty-three thousand five hundred and eighty-eight) shares with the consecutive numbers 1 to 33,588 held by the Seller (the "Shares").
- F. The Seller has granted several unsecured, interest-bearing shareholder loans in the total nominal amount of EUR 9,806,000.00 (in words: nine million eight hundred and six thousand euros) to the Company (the "**Shareholder Loans**") in connection with a so-called back to back letter of credit dated 18 November 2023 (the "**LoC**") between the Seller and the Company. As of 29 April 2026, a total amount of EUR 10,507,498.01 (in words: ten million five hundred and seven thousand four hundred and ninety-eight euros and one cent), is outstanding under the Shareholder Loans (including all accrued interest). A list specifying the Shareholder Loans, the accrued interest and the total outstanding amount as of 29 April 2026 is attached hereto as Exhibit F. The respective repayment claims of the Seller under the Shareholder Loans including interest as of 29 April 2026 are collectively referred to as the "**Shareholder Loan Repayment Claim**").
- G. On 30 November 2020, the Seller and the Company entered into a service agreement, pursuant to which the Company provided certain services to the Seller ("**Pre-Restructuring Service Agreement**"). After the Seller and the Company applied for self-administration proceedings in May 2023, a restructuring was carried out following Seller's withdrawal of its application for preliminary self-administration proceedings and Company's exit from its self-administration proceedings (the "**Restructuring**"). On 27 February 2024, the Company terminated the Pre-Restructuring Service Agreement with effect from the end of 29 February 2024. On 12 March 2024, the Seller and the Company entered into a corporate service agreement (the "**Corporate Services Agreement**"). Under the Corporate Services Agreement, the Company provides certain services to the Seller, including services related to accounting and tax, controlling and treasury, preparation of financial statements, compliance and corporate governance, financial services and periodic reporting in relation to a listing of the Seller's shares on a stock exchange or over-the-counter market.
- H. On 21 April 2021/29 April 2021, the Seller entered into a lease agreement (the "**Lease Agreement**") with Georg and Elisabeth Däuber, Knospenstrasse 36, 80955 Munich (collectively the "**Landlords**") relating to the commercial premises located in Waldmeisterstraße 93, 80925 Munich, Germany (the "**Premises**"). On 1 May 2021, the Seller and the Company entered into a sublease agreement relating to the Premises (the "**Sublease Agreement**").
- I. The Purchasers intend to acquire the Shares and the Shareholder Loan Repayment Claim from the Seller and the Seller intends to sell and transfer the Shares and the Shareholder Loan Repayment Claim to the Purchasers ("**Transaction**").
- J. As part of the Transaction, the Corporate Services Agreement shall be terminated with effect as of 30 April 2026. The Company shall continue to provide certain limited financial and reporting information of the Company to the Seller, to the extent reasonably required for the Seller to fulfill certain tax and regulatory requirements following the Transaction.
- K. Furthermore, as part of the Transaction, the Parties intend to agree on the procedure to achieve that the Company takes over the Lease Agreement for the Premises in course of which the Seller is intended to be released from any liabilities and obligations under the Lease Agreement.

Now, therefore, the Parties agree as follows:

## **1. Sale and Transfer of the Sold Shares**

### 1.1 Sale and Transfer of the Sold Shares

- (a) The Seller hereby sells and transfers with effect in rem (*abtreten mit dinglicher Wirkung*) the shares with the consecutive numbers 1 to 16,794 corresponding to a share percentage of 50% of the shares in the Company and the nominal capital of the Company to Purchaser 1 and Purchaser 1 accepts this sale and transfer; and
- (b) the Seller hereby sells and transfers with effect in rem (*abtreten mit dinglicher Wirkung*) the shares with the consecutive numbers 16,795 to 33,588 corresponding to a share percentage of 50% of the shares in the Company and nominal capital of the Company to the Purchaser 2 and Purchaser 2 accepts this sale and transfer (all shares sold and transferred by the Seller in this Clause 1.1 the "**Sold Shares**").

It is the joint understanding of the Parties that the Seller shall sell and transfer all shares held by it in the Company and the Seller shall not retain any shares or other interest in the Company.

The transfers in rem (*Abtretung mit dinglicher Wirkung*) of the Sold shares in Sections 1.1(a) and 1.1(b) shall not be subject to a condition precedent (*aufschiebende Bedingung*) and take immediate effect in rem (*mit sofortiger dinglicher Wirkung*).

### 1.2 Ancillary Rights

The Sold Shares are sold and transferred together with any and all rights and obligations pertaining thereto (*Nebenrechte*) including the right to any undistributed profits for the current business year and for any prior business years of the Company.

### 1.3 Consent of the Seller, No Right of First Refusal

Pursuant to section 14 para. 1 of the articles of association of the Company, the transfer of the Sold Shares requires the approval of the Company's shareholders with a majority of at least 80% of the share capital. In addition, pursuant to section 14 para. 2 of the articles of association of the Company the shareholders of the Company have a Right of First Refusal. As a matter of precaution: The Seller is the sole shareholder of the Company. The Seller hereby gives its consent to the Transaction. Section 14 para 2 of the articles of association is not applicable.

## **2. Sale and Assignment of Shareholder Loan Repayment Claim; Standstill**

### 2.1 Sale and Assignment

The Seller hereby sells and assigns with immediate effect in rem (*sofortiger Wirkung*) 50 % of the Shareholder Loan Repayment Claim to the Purchaser 1 and 50 % of the Shareholder Loan Repayment Claim to the Purchaser 2, whereby an indivisible cent amount shall be allocated to Purchaser 1, which hereby each accept such sale and assignment. The Company hereby consents to such assignments. The Company and the respective Purchaser may after the notarization of this agreement enter into a separate loan agreement governing the respective part of the Shareholder Loan Repayment Claim acquired by the respective Purchaser under this Section 2.1. Such loan agreement shall not require the consent of any of the other Parties, provided that Section 2.2 remains unaffected and provided further that a qualified subordination as set out in Section 2.3 shall be included in the respective loan agreement.

## 2.2 Standstill

- (a) The Purchasers hereby undertake *vis-à-vis* the Seller (but not *vis-à-vis* the Company, neither directly nor by way of a contract for the benefit of a third party (*kein Vertrag zu Gunsten Dritter*)) that they will not demand, enforce or otherwise seek repayment, whether fully or partly, of the Shareholder Loan Repayment Claim for a period of two years following the Signing Date.
- (b) Nothing in this Clause shall be construed as a waiver or deferral (*Stundung*) of the Shareholder Loan Repayment Claim.

## 2.3 Qualified subordination (*Qualifizierter Rangrücktritt*)

- (a) As of the Signing Date, each Purchaser, each as holder of the acquired part of the Shareholder Loan Repayment Claim, hereby subordinates, pursuant to Section 19 para. 2 sentence 2 and Section 39 para. 2 of the German Insolvency Code (“**InsO**”), the part of the Shareholder Loan Repayment Claim acquired by such Purchaser (including any ancillary rights (*Nebenrechte*) and any present and future claims for principal, interest (including default interest) and costs arising out of or in connection with the Shareholder Loans and/or the Shareholder Loan Repayment Claim) (collectively, the “**Subordinated Receivables**“) to the claims of all other present and future creditors of the Company (other than (i) creditors whose claims are already subordinated by agreement and rank equally with the Subordinated Receivables, and (ii) equally ranking creditors) to such extent that the Subordinated Receivables may only be asserted and satisfied after satisfaction in full of all other claims against the Company (including the claims referred to in Section 39 para. 1 nos. 1–5 InsO), but prior to shareholders’ claims for repayment of capital contributions within the meaning of Section 199 sentence 2 InsO, and only out of (i) future net profits (*künftige Jahresüberschüsse*), (ii) a liquidation surplus (*Liquidationsüberschuss*) or (iii) other free assets (*sonstiges freies Vermögen*) of the Company which remain after satisfaction of such other creditors and which are not required for capital maintenance purposes (the “**Subordination**”).
- (b) The Parties agree that the Subordination shall also apply outside insolvency proceedings, i.e. prior to the opening of insolvency proceedings over the assets of the Company. Accordingly, no payment (and no enforcement) in respect of the Subordinated Receivables shall be made if and to the extent that the Company is at the relevant time unable to pay its debts as they fall due (*zahlungsunfähig*) or over-indebted (*überschuldet*) within the meaning of Sections 17 and 19 InsO, or would become unable to pay its debts as they fall due or over-indebted as a result of such payment or enforcement. For the purposes of avoiding illiquidity within the meaning of Section 17 InsO, the Subordinated Receivables shall be deemed not to be seriously demanded (*nicht ernsthaft eingefordert*). For the avoidance of doubt, the Purchasers shall refrain from any acts in relation to the Subordinated Receivables that would constitute, trigger or deepen any ground for insolvency of the Company under German insolvency law.
- (c) The Parties agree that the Subordination constitutes neither a deferral/moratorium (*Stundung*) nor a waiver (*Verzicht*) of any Subordinated Receivables.

## 2.4 Termination of LoC

The Company and the Seller agree that the Seller has fulfilled all payment obligations under or in connection with the LoC. The Company and the Seller hereby terminate the LoC with immediate effect, and, as a matter of precaution, the Company and the Seller each hereby waive any claims under the LoC with effect from the Signing Date in accordance with Section 5.1. For the avoidance of doubt, the claims of the Purchasers resulting from the acquisition of the Shareholder Loan Repayment Claim, in particular the acquired parts of the Shareholder Loan Repayment Claims themselves remain unaffected.

## 3. Corporate Services Agreement

3.1 The Company and the Seller hereby terminate the Corporate Services Agreement with retroactive effect as of 30 April 2026. Any payment claims of the Company resulting from services rendered on or prior to 30 April 2026 or relating to periods until and including 30 April 2026 remain unaffected. Apart from the claims specifically exempted under the preceding sentence, the Seller as well as the Company hereby waive any and all claims or rights they may have against the respective other party under or in connection with the Corporate Service Agreement (whether actual or contingent, present or future).

3.2 The Purchasers shall use their best efforts to procure that Company provides, and the Company undertakes to provide the Seller within reasonable time after receipt of a corresponding request with any information which is available at the Company and reasonably required by the Seller (i) to comply with the Seller's regulatory reporting obligations as a listed entity, and/or (ii) for the fulfilment of its tax obligations. The undertaking pursuant to the preceding sentence shall lapse six (6) months after the Signing Date.

## 4. Lease Agreement

4.1 The Parties undertake vis-à-vis each other to use their best efforts to achieve that the Lease Agreement will be transferred to the Company as (main) lessee by way of a tripartite agreement to be entered into by the Company and the Seller with the Landlords (such agreement a "**Tripartite Agreement**"). The Tripartite Agreement shall include a release of the Seller from any liability under the Lease Agreement and/or Sublease Agreement.

4.2 If such Tripartite Agreement cannot be entered into by 30 June 2026, the Seller is free to terminate the Lease Agreement without further consent of the Company and the Purchasers and the Company shall use their best efforts to achieve a transfer or termination of the Lease Agreement after 30 June 2026, as instructed by the Seller.

4.3 The Company shall continue to fulfill, and the Purchasers shall use their best efforts to procure that the Company fulfills, all of its obligations under the Sublease Agreement until such point in time when the Lease Agreement has either been transferred by way of a Tripartite Agreement or terminated.

## 5. Release and Assumption of Employee

5.1 The Company hereby waives and releases the Seller and (as a contract for the benefit of a third party) the Seller's Affiliates from any and all claims (whether known or unknown, actual or contingent) arising out of or in connection with (i) the shareholder resolution dated 11 December 2025 regarding the funding of the Company (including any alleged commitment to fund EUR 1.3m throughout 2026), (ii) the LoC or any other letter of comfort, patronage declaration, comfort letter or similar undertaking, and (iii) any intercompany relationships (including payables/receivables on any clearing account and claims based on tax group), in each case to the extent based on facts or circumstances existing on or prior to the Signing Date. Any payment claims under the Corporate Service Agreement exempted under sentence 2 of Section 3.1 remain unaffected.

5.2 The Seller agrees to assume from the Company the employment relationship with the Company's employee [\*\*\*] (the "**Employee**") with economic effect as from 1 May 2026 (the "**Assumption Date**"). The Company and the Seller will without undue delay after the notarization of this Agreement offer to Employee such assumption by the Seller on unchanged terms or, at the Seller's discretion, on improved terms, by entering into tripartite transfer agreement. The assumption shall have with debt discharging effect for the Company (*schuldbefreiende Wirkung*). The Seller is aware that the Company has terminated the employment relationship of the Employee taking legal effect as of 31 July 2026. The Seller shall indemnify and reimburse the Company from and for any losses and liabilities arising from the employment of the Employee by the Company after the Assumption Date, this in particular includes all claims relating to salary and social security contributions in respect of such employment and any reasonable severance payment that may be agreed by the Company in connection with the settlement of any action for unfair dismissal that may be filed by the Employee in connection with the termination of his employment by the Company.

## 6. **Purchase Price, Payments, Joint and Several Liability for Purchase Price**

### 6.1 Share Purchase Price

The purchase price for the Sold Shares (the "**Share Purchase Price**") shall be EUR 1 (in words: one euro).

### 6.2 Shareholder Loan Purchase Price

The purchase price for the Shareholder Loan Repayment Claim shall be EUR 1 (in words: one euro) (the "**Loan Claim Purchase Price**"; the Loan Claim Purchase Price together with the Share Purchase Price, the "**Purchase Price**").

### 6.3 Payments

Without undue delay after the notarization of this Agreement the Purchasers shall pay to the Seller the Purchase Price as follows:

- (a) Purchaser 1 shall pay an amount equal to 50% of the Purchase Price, i.e. an amount of EUR 1.00 (the "**Purchaser 1 Amount**"); and
- (b) Purchaser 2 shall pay an amount equal to 50% of the Purchase Price, i.e. an amount of EUR 1.00 (the "**Purchaser 2 Amount**").

### 6.4 Payment Modalities; No Set-Off

- (a) Any payments to be made under or in connection with this Agreement shall be made in Euro and by instant wire transfer (*Echtzeitüberweisung*) in immediately available funds, valued as of the relevant due date. Each Party shall bear the bank charges and other fees of the money transfer charged by its bank.
- (b) Payments to the Seller shall be directed to the Seller's Bank Account.
- (c) No Party shall be entitled to exercise any right of set-off or retention right with respect to its payment obligations pursuant to this Section 6.4, except for any claims which have been assessed by a final and binding decision of a court or arbitrator or which have not been contested by the other Party.

### 6.5 Joint and Several Liability of Purchasers for Purchase Price

The Purchasers shall be jointly and severally liable (*gesamtschuldnerische Haftung*) for the payment of the Purchase Price pursuant to Sections 6. For the avoidance of doubt, except as set forth in the foregoing sentence, there shall be no joint and several liability of the Purchasers under or in connection with this Agreement.

## 6.6 Default Interest

If a Party fails to pay any sum payable under this Section 3 or under any other provision of this Agreement on the due date for payment, it shall be in default (*Verzug*) of such payment obligation from three (3) Business Days after the due date, without any further notice of the other Party/Parties being required. Interest shall accrue on the unpaid amount at eight percent (8 %) p.a. for the period from and including the due date up to, but not including, the date payment is received by the other Party/Parties (the "**Default Interest**"). Default Interest will accrue from day to day on the basis of the actual number of days elapsed and a 360-day year, and shall be payable on the final day of each calendar month in arrears.

## 6.7 VAT

The Parties both assume that no VAT shall accrue for the transaction provided for in this Agreement. In the event that the competent fiscal authorities are of a different opinion, then the Purchase Price shall be net of VAT, i.e. shall not include VAT. VAT – if any – shall be borne by the Purchasers, provided that the Seller has furnished a VAT-invoice as required to the Purchasers. Neither the Seller nor the Purchasers shall waive any applicable VAT or similar foreign tax exemption; neither the Seller nor the Purchasers shall opt for VAT.

## 6.8 Update of Shareholders' List, Power of Attorney

- (a) The Parties hereby instruct the recording notary to electronically submit an updated shareholders' list of the Company pursuant to Section 40 para. 2 GmbHG to the competent commercial register immediately after the notarization of this Agreement. The recording notary shall notify the Seller and the Purchasers of this submission by providing a copy of the new shareholders' list submitted to the commercial register.
- (b) The Seller hereby authorize (*bevollmächtigen*) the Purchasers irrevocably and under release from the restrictions of Section 181 BGB to exercise all rights pertaining to the Sold Shares on their behalf. The Purchasers shall in particular be authorized to pass any shareholders' resolutions regarding the Company, and to make any declaration, and take any action, necessary or expedient for passing such shareholders' resolutions (including, without limitation, to waive any formal requirement for the adoption of a shareholders' resolution provided by law or the Company's articles of association), in the Seller's name from the Signing Date until the Purchasers are deemed to be shareholder pursuant to Section 16 para. 1 sent. 1 GmbHG.

## 7. Seller's Warranties

### 7.1 Scope and Limit of Seller's Warranties

Under the restrictions of this Section 7 and Section 8, the Seller hereby represents to the Purchasers in the form of independent undertakings (*selbstständige Garantiever sprechen*) within the meaning of Section 311 para. 1 BGB that the statements set forth in Section 7.2 (the "**Seller Warranties**" and each a "**Seller's Warranty**") are true and correct as of the Signing Date. No Seller Warranty shall qualify as a subjective requirement within the meaning of section 434 (1), (2) BGB (*subjektive Anforderung*) or as a guarantee of condition within the meaning of sections 443, 444 BGB (*Garantie für die Beschaffenheit der Sache*).

## 7.2 Seller Warranties

- (a) The Seller is a duly established and validly existing limited liability company under Dutch law. The execution and performance of this Agreement by the Seller and the consummation of the transactions contemplated thereby do not violate the articles of association, by-laws, rules of procedure or similar rules of the Seller, as the case may be and have been duly authorized by the Seller's proper corporate bodies.
- (b) The Seller is the sole legal and beneficial owner of the Sold Shares as set out in Recital E. The Sold Shares have been validly issued, are fully paid up and have not been repaid in whole or in part. There are no additional contribution obligations regarding the respective Sold Shares (*Nachschusspflichten*).
- (c) The Sold Shares are free and clear of any liens, encumbrances and other rights of third parties, and there are no pre-emptive rights, rights of first refusal (except as provided for in the articles of association of the Company and addressed in Section 1.3), options or other rights of any third party to purchase or acquire such Sold Shares.
- (d) The Seller is the sole legal and beneficial owner of the Shareholder Loan Repayment Claim as set out in Recital F.

## 7.3 No other warranties

Except for the Seller Warranties, the Seller does not make or grant any representation or warranty or any other statement whether express or implied, and the Seller hereby disclaims any other representation or warranty or any other statement with respect to or in connection with the Company, the Sold Shares or the Shareholder Loan. The Purchasers agree to purchase the Sold Shares and Shareholder Loan Repayment Claim "as is" and without any recourse to the Seller.

## 8. Purchasers' Remedies

### 8.1 Purchaser Claims

If any Seller's Warranty is incorrect, the Purchasers may request that the Seller (i) puts the Purchasers or the Company into the position it would be in if the Seller's Warranty had not been incorrect, or – at Seller's election – (ii) compensates the Purchasers or the Company by payment in cash the losses (*Schäden*) within the meaning of section 249 et seq. BGB incurred by the Purchasers or the Company as a result of the incorrectness of the Seller's Warranty. A claim of Purchasers pursuant to this Section 8.1 shall be referred to as a "**Purchaser Warranty Claim**".

### 8.2 Exclusion of Purchaser Claims

The Seller shall not be liable for, and the Purchasers shall not be entitled to bring, any Purchaser Warranty Claim if and to the extent that:

- (a) any Purchaser or, after the Signing Date, the Company has (i) caused the facts or circumstances giving rise to the claim or (ii) failed to mitigate damages;
- (b) the matter to which the claim relates was caused by the passing of or any change in any law, or in the interpretation or application thereof by any administrative body or court, after the Signing Date.

## 9. Limitation of Claims

- 9.1 The aggregate total liability of the Seller for any Seller Warranty or any other claims under or in connection with this Agreement shall be limited to the Purchase Price received by the Purchasers.

9.2 Any claims of the Purchasers against the Seller arising under or in connection with this Agreement shall become time-barred (*verjähren*) 36 months after the Signing Date.

## 10. Purchasers' Warranties

### 10.1 Scope and Limit of Seller's Warranties

Under the restrictions of this Section 9, the Purchasers hereby represent to the Seller in the form of independent undertakings (*selbstständige Garantiersprechen*) within the meaning of Section 311 para. 1 BGB that the statements set forth in Section 10.2 (the "**Purchasers' Guarantees**" and each a "**Purchasers' Guarantee**") are true and correct as of the Signing Date.

### 10.2 Purchasers' Guarantees

- (a) The Purchasers are duly incorporated and validly existing under the laws of Germany and have all requisite corporate power and authority to own its assets and to carry out its business.
- (b) The Purchasers have sufficient funds to consummate the transactions provided for under this Agreement.
- (c) No insolvency proceedings concerning any of the Purchasers are pending and no circumstances exist which would require the application for insolvency proceedings concerning any of the Purchasers.

## 11. Further Covenants and Indemnities

### 11.1 Exclusion of claims and Indemnity

- (a) As from the Signing Date, the Purchasers shall not, and shall use their best efforts to procure that the Company will not, raise any claim
  - (i) against the Seller and/or any of its Affiliates in connection with the Seller's former legal position as direct or indirect shareholder of the Company;
  - (ii) against any of the Seller's Representatives out of the Representative's former legal position as managing director, director, officer or board member of the Company or the Seller,in each case except for claims based on an intentional breach of duties (*vorsätzliche Pflichtverletzung*) or on a criminal act (*Straftat*) of the Seller or the respective Representative.
- (b) The Purchasers use their best efforts to prevent the Company from making any payments, including (full or partial) repayment or interest payments, in connection with the Shareholder Loan Repayment Claim for a period of 24 months after the Signing Date.
- (c) Any and all claims of the Seller or a Representative under this Section 11.1 shall become time-barred (*verjährt*) 36 months after the Signing Date. For the avoidance of doubt, claims of the Purchasers against the Seller under this Agreement remain unaffected from this Section 11.1.
- (d) As from the Signing Date, the Purchasers shall not, and shall use their best efforts to procure that the Company will not, assert, commence, continue or otherwise pursue any claim against the Seller or any of its affiliates arising out of or in connection with (i) the shareholder resolution dated 11 December 2025 regarding the funding of the Company (including any alleged commitment to fund EUR 1.3m throughout 2026), (ii) the LoC, any other letter of comfort, patronage declaration, comfort letter or similar undertaking, and (iii) any intercompany relationships (including payables/receivables on any clearing account and claims based on tax group), in each case to the extent based on facts or circumstances existing on or prior to the Signing Date. Any payment claims under the Corporate Service Agreement exempted under sentence 2 of Section 3.1 remain unaffected.

11.2 Sono Brands

- (a) The Company undertakes *vis-à-vis* the Seller to use any of its brands containing the word "Sono" only in connection with the words "Motors" and "Solar".
- (b) The Company grants the Seller a worldwide, limited, non-exclusive, non-transferable, royalty-free, irrevocable license to use the brand "Sono" as company name and in connection with its stock exchange listing, securities trading or stock ticker.

**12. Confidentiality, Public Announcements, Information of Authorities**

- 12.1 The Parties mutually undertake to keep the contents of this Agreement secret and confidential *vis-à-vis* any third party except to the extent that the relevant facts are in the public domain or the disclosure of which is required by law or as may be required in order to comply with the requirements of any applicable laws or the rules and regulations of any stock exchange upon which any securities of the relevant Party or any of its parent companies are listed. In the latter case, the Parties shall, however, inform each other prior to such disclosure and shall limit any disclosure to the minimum required by statute or the authorities.
- 12.2 No press release or other public announcement concerning the transactions contemplated by this Agreement shall be made by either Party unless the form and text of such announcement has first been approved by the other Parties, such approval not to be unreasonably withheld, except that – if the other Party is required by law or by applicable stock exchange regulations to make an announcement – it may do so after first consulting with the other Party.
- 12.3 The Seller and the Purchasers shall cooperate to inform all necessary authorities about the transfer of the Sold Shares in the Company from the Seller to the Purchasers.

**13. Notices**

- 13.1 All notices, requests and other communications hereunder shall be made in the English language and, to the extent not provided for otherwise in this Agreement, be sent by registered mail, courier, fax or email to the person at the address set forth below, or such other address as may be designated by the respective Party to the other Party in the same manner:
  - (a) To the Seller:

Sono Group N.V.  
Att. Kevin McGurn  
John M. Keynesplein 12-46  
1066 EP Amsterdam  
The Netherlands  
Email: [\*\*\*]

with a copy to (which shall not constitute notice for the purpose of this Agreement):

DLA Piper UK LLP  
Att. Gerald Schumann  
Maximilianstrasse 2  
80539 Munich  
Germany  
Email: [\*\*\*]

(b) to the Purchasers

Vorratsla-160 M UG (haftungsbeschränkt)  
(in future: OZERA UG (haftungsbeschränkt))  
Att. Denis Azhar  
[\*\*\*]  
Email: [\*\*\*]

Vorratsla-161 M UG (haftungsbeschränkt)  
(in future: JanSol Invest UG (haftungsbeschränkt))  
Att. Jan Schiermeister  
[\*\*\*]  
Email: [\*\*\*]

**14. Costs**

- 14.1 Each Party shall bear the costs and expenses commissioned by it in connection with the preparation, execution and consummation of this Agreement and the transactions contemplated herein, including any professional fees and disbursements of its own counsel, financial advisors or accountants.
- 14.2 The cost of notarization of this Agreement and any costs or fees levied by the commercial register, courts or other authorities in connection with this Agreement shall be borne by each Purchaser by 25 % and the Seller by 50 %.

**15. Miscellaneous**

15.1 Exhibits

All Exhibits to this Agreement form an integral part of this Agreement. In the case of a conflict between any Exhibit and the provisions of this Agreement, the provisions of this Agreement shall prevail.

15.2 Entire Agreement

This Agreement comprises the entire agreement between the Parties concerning its subject matter and shall supersede all prior agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

15.3 Amendments

Any amendments to this Agreement (including amendments to this clause) shall be valid only if made in writing, unless applicable mandatory law requires otherwise.

15.4 German Terms

Wherever this Agreement includes English terms after which either in the same provision or elsewhere in this Agreement German terms have been inserted in brackets and/or italics, the German terms alone and not the English terms shall be authoritative for the interpretation of this Agreement.

#### 15.5 Assignment

The Parties shall not, in whole or in part, transact in rem (*verfügen*) in any claims (including future or contingent claims) arising under or in connection with this Agreement by way of assignment, encumbrance or otherwise without the prior consent of the other Party, provided, however, that the Seller shall be free to transfer such claims and other rights by any means (including by way of merger, spin-off or any other transaction) to any of its Affiliates without the prior consent of the other Parties.

#### 15.6 Set-Off and Retention

Except as otherwise provided for in this Agreement, no Party shall be entitled to set off (*aufrechnen*) or net off (*verrechnen*) against any claims of any other Party under or in connection with this Agreement or to exercise any right of retention (*Zurückbehaltungsrecht*).

#### 15.7 Governing Law, Arbitration, Venue

- (a) The Parties confirm their understanding that this Agreement is governed by, and construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (b) All disputes arising out of or in connection with this Agreement (including the breach, termination or validity thereof) shall be finally settled, without recourse to the ordinary courts of law, by arbitration in accordance with the Arbitration Rules of the German Arbitration Institute (*Deutsche Institution für Schiedsgerichtsbarkeit e.V.*), as amended from time to time. The arbitral tribunal shall be comprised of three (3) arbitrators. The seat of the arbitration shall be Munich, Germany. The language of the arbitration shall be English. Documents originating in the German language may be submitted in the German language without an English translation. The right to obtain injunctive relief (*vorläufigen Rechtsschutz*) before state courts shall not be excluded.

#### 15.8 Partial Invalidity

If one or more provisions of this Agreement are or become invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement shall not be affected. In such case the invalid or unenforceable provision shall be deemed to have been replaced by such valid and enforceable provision or provisions that reflect as closely as possible the commercial intention of the Parties as regards the invalid or unenforceable provision.

**Exhibit E: Shareholder Loans as of 29 April 2026**

**Sono Group N.V.**

**Intercompany Loans to Sono Motors GmbH as of April 29, 2026**

Date	Buchungstext	Amount, €	Accrued Interest, €	Total Amount outstanding, €
08.02.24	Sono Group N.V.	3.000.000,00	336.241,65	3.336.241,65
23.05.24	Intercompany Transfer Sono N.V. funding agreemer	1.000.000,00	93.433,01	1.093.433,01
02.09.24	Intercompany Funding Agreement 02.09.2024	2.200.000,00	166.932,40	2.366.932,40
20.02.25	Intercompany Transfer Sono N.V. funding agreemer	300.000,00	15.166,03	315.166,03
28.03.25	IntercompTransf Funding from NV 28.03.25	420.000,00	19.248,66	439.248,66
02.05.25	Sono Group N.V. - IC Transfer	360.000,00	14.915,84	374.915,84
30.05.25	Sono Group N.V. - IC Transfer	440.000,00	16.745,32	456.745,32
19.08.25	Sono Group N.V. - Funding 08.2025	300.000,00	8.629,73	308.629,73
22.09.25	Sono Group N.V. Funding for GmbH Sept	100.000,00	2.490,00	102.490,00
25.09.25	Sono Group N.V. - payroll GmbH Sept 2025	259.000,00	6.360,76	265.360,76
02.10.25	October transfer NV to GmbH	25.000,00	594,08	25.594,08
24.10.25	Sono Group N.V. Funding for GmbH October	331.000,00	7.037,60	338.037,60
25.11.25	Sono Group N.V. Funding for GmbH November	320.000,00	5.639,45	325.639,45
22.12.25	Sono Group N.V. Funding for GmbH December	240.000,00	3.492,82	243.492,82
23.01.26	Sono Group N.V.- Funding for GmbH January	25.000,00	272,88	25.272,88
29.01.26	Sono Group N.V.- 2nd Funding for GmbH January	266.000,00	2.721,95	268.721,95
25.02.26	Sono Group N.V.- Funding for GmbH February	220.000,00	1.575,86	221.575,86
<b>Total</b>		<b>9.806.000,00</b>	<b>701.498,01</b>	<b>10.507.498,01</b>

PRESS RELEASE

# Sono Group N.V. Completes Exit from Legacy Solar Operations

**Transfer of Sono Motors to Its Management Team Marks Full Completion of the Strategic Transition Announced in March 2026; Sono Group Currently Operates as a Focused Digital Asset Treasury Company**

**Munich, May 8, 2026** – Sono Group N.V. (Nasdaq: SSM) (hereafter referred to as “Sono” or the “Company”) today announced the completion of a decisive milestone in its ongoing strategic transformation: the formal transfer of its now former subsidiary Sono Motors GmbH (“Sono Motors”) to companies controlled by Sono Motors’ own management team. The transaction closed and took legal effect on May 4, 2026, bringing to a close the solar exit the Company announced in March. Sono Group holds no further equity interest in Sono Motors and carries no ongoing operational obligations to the business.

With this transaction complete, the Company turns fully to the Treasury Strategy: acquiring Bitcoin and generating yield through a covered-call approach under its institutional ISDA framework. The proceeds of the Company’s March 2026 financing were deployed into Bitcoin acquisition immediately upon receipt, capital that would otherwise have been partially absorbed by legacy solar operations. With the exit complete, there is no longer a competing claim on that capital.

The legacy solar business was transferred to Sono Motors’ two managing directors, Denis Azhar and Jan Schiermeister, who acquired it directly, together with the technology and the team they led. The brand’s solar heritage and the people behind it remain in capable hands. Sono Group retains an irrevocable, royalty-free license to continue operating under the Sono name for its stock exchange listing and securities trading.

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Sono Group currently operates as a digital asset treasury company and will continue to evaluate opportunities to build long-term shareholder value as its strategy develops.

"I want to thank the Sono Motors team: what Denis, Jan and their colleagues built earned real industry recognition, and I'm glad it passes to people who believe in it. For Sono Group, the transformation we announced in March is now complete. We are focused on execution and on delivering results for our shareholders," said Kevin McGurn, Managing Director and CEO of Sono Group N.V.

Full details of the transaction, including the Share Purchase and Transfer Agreement, are set forth in the Company's Amendment No. 1 on Form 8-K/A filed with the U.S. Securities and Exchange Commission on May 6, 2026, available at [www.sec.gov](http://www.sec.gov) and on the Company's investor relations website at [ir.sonomotors.com](http://ir.sonomotors.com).

**END**

#### **ABOUT SONO GROUP N.V.**

**Sono Group N.V.** (**Nasdaq: SSM**) is a Netherlands-incorporated company listed on the Nasdaq Capital Market, currently operating as a digital asset treasury company. The Company's Treasury Strategy is centered on the acquisition of Bitcoin and the generation of structured yield through an institutional covered-call approach under an ISDA Master Agreement framework. For more information about Sono Group N.V. visit [sonogroupnv.com](http://sonogroupnv.com). Follow us on social media: LinkedIn, Facebook, BlueSky, Truth Social, and X.

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## **FORWARD-LOOKING STATEMENTS**

This press release contains certain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements include, but are not limited to, statements regarding the consummation of transactions as part of the Treasury Strategy, including their timing and the expected cash flow and the use of proceeds therefrom; the receipt of any required shareholder approvals; the projected operational and financial performance of the Company and its subsidiaries, including the Company following implementation of the Treasury Strategy; the Company’s product offerings and developments and business plans; and the Company’s expectations, hopes, beliefs, intentions, plans, prospects or strategies regarding the future revenue and the business plans of the Company’s management team, including the pursuit of the Treasury Strategy. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. In addition, any statements that refer to projections, forecasts, or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intends,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “seek,” “should,” “will,” “would” and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. The forward-looking statements contained in this press release are based on certain assumptions and analyses made by the management of the Company considering their respective experience and perception of historical trends, current conditions, and expected future developments and their potential effects on the Company as well as other factors they believe are appropriate in the circumstances. There can be no assurance that future developments affecting the Company will be those anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the control of the parties), or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements, including the consummation and timing of any transactions as part of the Treasury Strategy, and the cash flow to the Company therefrom; the occurrence of any uncured event of default or any event, change or other circumstance that could give rise to the termination of the Company’s ISDA Master Agreement relating to the Treasury Strategy; the outcome of any legal proceedings that may be instituted against the Company; risks associated with the Treasury Strategy replacing the former plans and operations of the Company including the legacy solar operations; potential difficulties in employee retention as a result of the Treasury Strategy; whether the Company will be able to maintain compliance with the continued listing standards of The Nasdaq Stock Market LLC or comply with the initial listing standards of another national securities exchange; the ability of the Company to service or otherwise pay its debt obligations; market acceptance of the Company’s product offerings; that the Company will have sufficient capital to operate as anticipated; the demand for the Company’s products; and global supply chains and legislative, regulatory and economic developments in general. Should one or more of these risks or uncertainties materialize or should any of the assumptions being made prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. The Company undertakes no obligation to update or revise any forward-looking statements, whether because of new information, future events, or otherwise, except as may be required under applicable securities laws.

## **ADDITIONAL INFORMATION AND WHERE TO FIND IT**

In connection with the solicitation of the ratification by the Company’s shareholders of the engagement by the Company in the Treasury Strategy, the Company intends to file with the Securities and Exchange Commission (the “SEC”) a proxy statement on Schedule 14A (the “Proxy Statement”) relating to an extraordinary general meeting of the Company’s shareholders to be held for the purpose of ratifying the Company’s engagement in the Treasury Strategy (the “Special Meeting”). This press release is not a substitute for the Proxy Statement or any other document that the Company may file with the SEC or send to the Company’s shareholders in connection with the Special Meeting. This press release does not contain all of the information that should be considered in respect of the matters to be noticed for the Special Meeting in the Proxy Statement, and additional information will be set forth in the Proxy Statement when it becomes available. Shareholders of the Company are urged to read all relevant documents filed with the SEC, including the Proxy Statement, as well as any amendments or supplements to these documents, carefully when they become available. Promptly after filing its definitive Proxy Statement with the SEC, the Company will mail the definitive Proxy Statement and a proxy card to each shareholder of the Company entitled to vote at the Special Meeting as of a record date to be established for voting at the Special Meeting.

Shareholders may also obtain a copy of the Proxy Statement, as well as other documents filed by the Company with the SEC without charge, at the SEC’s website located at [www.sec.gov](http://www.sec.gov). In addition, shareholders may obtain a free copy of the Company’s filings with the SEC from the Company’s website at <https://ir.sonomotors.com/>.

## **PARTICIPANTS IN THE SOLICITATION**

The Company and its directors, executive officers, employees and other persons may be deemed to be participants in the solicitation of proxies from the Company’s shareholders in connection with the Special Meeting under SEC rules. Shareholders may obtain more detailed information regarding the names, affiliations and interests of the Company’s executive officers and directors in the solicitation by reading the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC on April 1, 2026 and the Proxy Statement when it becomes available.

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**NO SOLICITATION**

This press release shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the matters to be noticed in the definitive Proxy Statement when it becomes available.

**CONTACT:**

Press:

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LinkedIn:

<https://www.linkedin.com/company/sonogroupnv>