SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 6)*

SCHMID Group N.V.

(Name of Issuer)

Class A Ordinary Shares, nominal value EUR0.01 per share

(Title of Class of Securities)

(CUSIP Number)

Anette Schmid
SCHMID Group N.V., Robert-Bosch-Str. 32-36
Freudenstadt, 2M, 72250
49 7441 538 0

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

11/12/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Anette Schmid
2	Check the appropriate box if a member of a Group (See Instructions)

☑ (a)
☐ (b)

3 SEC use only

4 Source of funds (See Instructions)
OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
☐

6 Citizenship or place of organization
GERMANY

Number of Shares Beneficially Owned by Each Reporting Person With:

7 Sole Voting Power
0.00

8 Shared Voting Power
34,888,004.00

9 Sole Dispositive Power
0.00

10 Shared Dispositive Power
34,888,004.00

11 Aggregate amount beneficially owned by each reporting person
34,888,004.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
☐

13 Percent of class represented by amount in Row (11)
38.84 %

14 Type of Reporting Person (See Instructions)
IN

Comment for Type of Reporting Person: Row 7 and 11: On May 14, 2026, the Community of Heirs of Dieter C. Schmid (Erbengemeinschaft) distributed all of its 14,937,000 ordinary shares of SCHMID Group N.V., with 10,341,000 ordinary shares transferred to Christian Schmid and 4,596,000 ordinary shares transferred to Anette Schmid. On the same date, in connection with capital increases and related transfer arrangements, Anette Schmid contributed (i) 6,894,000 ordinary shares previously held by her and (ii) the 4,596,000 ordinary shares received from the Erbengemeinschaft to Schmid Aequitas GmbH & Co. KG, and Christian Schmid contributed (i) 4,979,000 ordinary shares previously held by him and (ii) the 10,341,000 ordinary shares received from the Erbengemeinschaft to C. Schmid Beteiligung GmbH & Co. KG. In addition and under the same agreements, each GmbH & Co. KG received the economic ownership of (i) 2,500,000 Earn-Out Shares and (ii) 1,000,000 warrants plus an additional 1,000,000 transfer-warrants (with the transfer-warrants to be delivered), in each case through trustee/nominee arrangements where legal title or transfer mechanics were restricted. The Earn-Out Shares, issued to Anette Schmid and Christian Schmid by the Issuer on April 30, 2024, are not included in, and are not counted toward, the aggregate number of ordinary shares reported in Rows 7-11. Per the Earn-Out Agreement the voting and dispositive power for these shares has not yet vested in the Reporting Persons, for which reason the 5,000,000 earn-out shares have not been counted towards this aggregate share total. On May 23, 2026 (i) 2,190,589 ordinary shares were issued to Anette Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 13,850,000, which she assigned to Schmid Aequitas GmbH & Co. KG, and (ii) 1,265,322 Ordinary Shares were issued to Christian Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 8,000,000, which he assigned to C. Schmid Beteiligung GmbH & Co. KG. In total Anette Schmid now holds 13,680,589 ordinary shares in the Issuer through her investment vehicle Schmid Aequitas GmbH & Co. KG, and Christian Schmid holds 16,585,322 ordinary shares in the Issuer through his investment vehicle C. Schmid Beteiligung GmbH & Co. KG. On May 23, 2026 Anette Schmid was also issued 24,247 and 18,782 ordinary shares and Christian Schmid was issued 37,150 and 13,840 ordinary shares. These were issued as bonus compensation due to them for their work in a management capacity for the Issuer in fiscal year 2023, and in connection with outstanding and unpaid board compensation claims for fiscal year 2025, respectively. They hold these securities directly. On May 23, 2026, Schmid Grundstucke GmbH & Co. KG, a company ultimately and solely controlled by Anette Schmid, received 1,028,074 ordinary shares in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 6,500,000. On July 3, 2026 Christian Schmid transferred 500,000 shares he owned to Helmut Rauch, an employee and manger at Gebr. Schmid GmbH. Anette Schmid, Christian

Schmid, Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG entered into a Joint Filing Agreement and a Joint Voting Agreement dated May 18, 2026, both of which Schmid Grundstucke GmbH & Co. KG joined by the Joinder Agreement dated May 26, 2026. Pursuant to the Joint Filing Agreement the parties agreed to file this Schedule 13D/A (and any subsequent amendments) jointly, and agreed to be responsible only for the completeness and accuracy of information relating to themselves and for timely filing. The Joint Voting Agreement, pursuant to which each party agreed to vote (or cause to be voted) all shares beneficially owned by such party in accordance with a joint determination, is also an acknowledgement by the parties that they constitute a "group" for purposes of Section 13(d)(3) and Rule 13d-5. Accordingly, each Reporting Person reports shared (and not sole) voting and dispositive power with the other Reporting Persons with respect to the securities reported herein. Row 13: Based on 68,818,760 outstanding ordinary shares as of November 11, 2026, and, consistent with the calculation methodology used in Amendment No. 5, assuming the issuance of 21,000,000 ordinary shares upon the 1:1 exercise of all outstanding private and public warrants, the denominator used for purposes of this Row 13 is 89,818,760 ordinary shares. This calculation does not include additional ordinary shares that may be issued upon conversion of the EUR 2.5 million term loan facility with Black Forest Special Situations I, the USD 30 million convertible note or the USD 20 million convertible note, or upon exercise of the additional 3,744,150 warrants referred to in Amendment No. 5, except to the extent that ordinary shares have already been issued and are included in the outstanding share count stated above.

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Schmid Aequitas GmbH & Co. KG	
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)	
3	SEC use only	
4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization GERMANY	
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power 0.00	
	8 Shared Voting Power 15,680,589.00	
	9 Sole Dispositive Power 0.00	
	10 Shared Dispositive Power 15,680,589.00	
11	Aggregate amount beneficially owned by each reporting person 15,680,589.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 17.46 %	
14	Type of Reporting Person (See Instructions)	

PN

Comment for Type of Reporting Person: Row 7 and 11: On May 14, 2026, the Community of Heirs of Dieter C. Schmid (Erbengemeinschaft) distributed all of its 14,937,000 ordinary shares of SCHMID Group N.V., with 10,341,000 ordinary shares transferred to Christian Schmid and 4,596,000 ordinary shares transferred to Anette Schmid. On the same date, in connection with capital increases and related transfer arrangements, Anette Schmid contributed (i) 6,894,000 ordinary shares previously held by her and (ii) the 4,596,000 ordinary shares received from the Erbengemeinschaft to Schmid Aequitas GmbH & Co. KG, and Christian Schmid contributed (i) 4,979,000 ordinary shares previously held by him and (ii) the 10,341,000 ordinary shares received from the Erbengemeinschaft to C. Schmid Beteiligung GmbH & Co. KG. In addition and under the same agreements, each GmbH & Co. KG received the economic ownership of (i) 2,500,000 Earn-Out Shares and (ii) 1,000,000 warrants plus an additional 1,000,000 transfer-warrants (with the transfer-warrants to be delivered), in each case through trustee/nominee arrangements where legal title or transfer mechanics were restricted. The Earn-Out Shares, issued to Anette Schmid and Christian Schmid by the Issuer on April 30, 2024, are not included in, and are not counted toward, the aggregate number of ordinary shares reported in Rows 7-11. Per the Earn-Out Agreement the voting and dispositive power for these shares has not yet vested in the Reporting Persons, for which reason the 5,000,000 earn-out shares have not been counted towards this aggregate share total. On May 23, 2026 (i) 2,190,589 ordinary shares were issued to Anette Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 13,850,000, which she assigned to Schmid Aequitas GmbH & Co. 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KG, a company ultimately and solely controlled by Anette Schmid, received 1,028,074 ordinary shares in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 6,500,000. On July 3, 2026 Christian Schmid transferred 500,000 shares he owned to Helmut Rauch, an employee and manger at Gebr. Schmid GmbH. Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG entered into a Joint Filing Agreement and a Joint Voting Agreement dated May 18, 2026, both of which Schmid Grundstucke GmbH & Co. KG joined by the Joinder Agreement dated May 26, 2026. Pursuant to the Joint Filing Agreement the parties agreed to file this Schedule 13D/A (and any subsequent amendments) jointly, and agreed to be responsible only for the completeness and accuracy of information relating to themselves and for timely filing. The Joint Voting Agreement, pursuant to which each party agreed to vote (or cause to be voted) all shares beneficially owned by such party in accordance with a joint determination, is also an acknowledgement by the parties that they constitute a "group" for purposes of Section 13(d)(3) and Rule 13d-5. Accordingly, each Reporting Person reports shared (and not sole) voting and dispositive power with the other Reporting Persons with respect to the securities reported herein. Row 13: Based on 68,818,760 outstanding ordinary shares as of November 11, 2026, and, consistent with the calculation methodology used in Amendment No. 5, assuming the issuance of 21,000,000 ordinary shares upon the 1:1 exercise of all outstanding private and public warrants, the denominator used for purposes of this Row 13 is 89,818,760 ordinary shares. This calculation does not include additional ordinary shares that may be issued upon conversion of the EUR 2.5 million term loan facility with Black Forest Special Situations I, the USD 30 million convertible note or the USD 20 million convertible note, or upon exercise of the additional 3,744,150 warrants referred to in Amendment No. 5, except to the extent that ordinary shares have already been issued and are included in the outstanding share count stated above.

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Schmid Grundstucke GmbH & Co. KG
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

	☐	
	Citizenship or place of organization	
6	GERMANY	
Number of Shares Beneficially Owned by Each Reporting Person With:	Sole Voting Power	7
	0.00	
	Shared Voting Power	8
	1,028,074.00	
	Sole Dispositive Power	9
	0.00	
	Shared Dispositive Power	10
	1,028,074.00	
	Aggregate amount beneficially owned by each reporting person	
11	1,028,074.00	
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	
12	☐	
	Percent of class represented by amount in Row (11)	
13	1.14 %	
	Type of Reporting Person (See Instructions)	
14	PN	

Comment for Type of Reporting Person: Row 7 and 11: On May 14, 2026, the Community of Heirs of Dieter C. Schmid (Erbengemeinschaft) distributed all of its 14,937,000 ordinary shares of SCHMID Group N.V., with 10,341,000 ordinary shares transferred to Christian Schmid and 4,596,000 ordinary shares transferred to Anette Schmid. On the same date, in connection with capital increases and related transfer arrangements, Anette Schmid contributed (i) 6,894,000 ordinary shares previously held by her and (ii) the 4,596,000 ordinary shares received from the Erbengemeinschaft to Schmid Aequitas GmbH & Co. KG, and Christian Schmid contributed (i) 4,979,000 ordinary shares previously held by him and (ii) the 10,341,000 ordinary shares received from the Erbengemeinschaft to C. Schmid Beteiligung GmbH & Co. KG. In addition and under the same agreements, each GmbH & Co. KG received the economic ownership of (i) 2,500,000 Earn-Out Shares and (ii) 1,000,000 warrants plus an additional 1,000,000 transfer-warrants (with the transfer-warrants to be delivered), in each case through trustee/nominee arrangements where legal title or transfer mechanics were restricted. The Earn-Out Shares, issued to Anette Schmid and Christian Schmid by the Issuer on April 30, 2024, are not included in, and are not counted toward, the aggregate number of ordinary shares reported in Rows 7-11. Per the Earn-Out Agreement the voting and dispositive power for these shares has not yet vested in the Reporting Persons, for which reason the 5,000,000 earn-out shares have not been counted towards this aggregate share total. On May 23, 2026 (i) 2,190,589 ordinary shares were issued to Anette Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 13,850,000, which she assigned to Schmid Aequitas GmbH & Co. KG, and (ii) 1,265,322 Ordinary Shares were issued to Christian Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 8,000,000, which he assigned to C. Schmid Beteiligung GmbH & Co. KG. In total Anette Schmid now holds 13,680,589 ordinary shares in the Issuer through her investment vehicle Schmid Aequitas GmbH & Co. KG, and Christian Schmid holds 16,585,322 ordinary shares in the Issuer through his investment vehicle C. Schmid Beteiligung GmbH & Co. KG. On May 23, 2026 Anette Schmid was also issued 24,247 and 18,782 ordinary shares and Christian Schmid was issued 37,150 and 13,840 ordinary shares. These were issued as bonus compensation due to them for their work in a management capacity for the Issuer in fiscal year 2023, and in connection with outstanding and unpaid board compensation claims for fiscal year 2025, respectively. They hold these securities directly. On May 23, 2026, Schmid Grundstucke GmbH & Co. KG, a company ultimately and solely controlled by Anette Schmid, received 1,028,074 ordinary shares in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 6,500,000. On July 3, 2026 Christian Schmid transferred 500,000 shares he owned to Helmut Rauch, an employee and manger at Gebr. Schmid GmbH. Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG entered into a Joint Filing Agreement and a Joint Voting Agreement dated May 18, 2026, both of which Schmid Grundstucke GmbH & Co. KG joined by the Joinder Agreement dated May 26, 2026. Pursuant to the Joint Filing Agreement the parties agreed to file this Schedule 13D/A (and any subsequent amendments) jointly, and agreed to be responsible only for the completeness and accuracy of information relating to themselves and for timely filing. The Joint Voting Agreement, pursuant to which each party agreed to vote (or cause to be voted) all shares beneficially owned by such party in accordance with a joint determination, is also an acknowledgement by the parties that they constitute a "group" for purposes of Section 13(d)(3) and Rule 13d-5. Accordingly, each Reporting Person reports shared (and not sole) voting and dispositive

power with the other Reporting Persons with respect to the securities reported herein. Row 13: Based on 68,818,760 outstanding ordinary shares as of November 11, 2026, and, consistent with the calculation methodology used in Amendment No. 5, assuming the issuance of 21,000,000 ordinary shares upon the 1:1 exercise of all outstanding private and public warrants, the denominator used for purposes of this Row 13 is 89,818,760 ordinary shares. This calculation does not include additional ordinary shares that may be issued upon conversion of the EUR 2.5 million term loan facility with Black Forest Special Situations I, the USD 30 million convertible note or the USD 20 million convertible note, or upon exercise of the additional 3,744,150 warrants referred to in Amendment No. 5, except to the extent that ordinary shares have already been issued and are included in the outstanding share count stated above.

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Christian Schmid	
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)	
3	SEC use only	
4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization GERMANY	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 34,888,004.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 34,888,004.00
11	Aggregate amount beneficially owned by each reporting person 34,888,004.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 38.84 %	
14	Type of Reporting Person (See Instructions) PN	

Comment for Type of Reporting Person: Row 7 and 11: On May 14, 2026, the Community of Heirs of Dieter C. Schmid (Erbengemeinschaft) distributed all of its 14,937,000 ordinary shares of SCHMID Group N.V., with 10,341,000 ordinary shares transferred to Christian Schmid and 4,596,000 ordinary shares transferred to Anette Schmid. On the same date, in connection with capital increases and related transfer arrangements, Anette Schmid contributed (i) 6,894,000 ordinary shares previously held by her and (ii) the 4,596,000 ordinary shares received from the Erbengemeinschaft to Schmid Aequitas GmbH & Co. KG, and Christian Schmid contributed (i) 4,979,000 ordinary shares previously held by him and (ii) the 10,341,000

ordinary shares received from the Erbengemeinschaft to C. Schmid Beteiligung GmbH & Co. KG. In addition and under the same agreements, each GmbH & Co. KG received the economic ownership of (i) 2,500,000 Earn-Out Shares and (ii) 1,000,000 warrants plus an additional 1,000,000 transfer-warrants (with the transfer-warrants to be delivered), in each case through trustee/nominee arrangements where legal title or transfer mechanics were restricted. The Earn-Out Shares, issued to Anette Schmid and Christian Schmid by the Issuer on April 30, 2024, are not included in, and are not counted toward, the aggregate number of ordinary shares reported in Rows 7-11. Per the Earn-Out Agreement the voting and dispositive power for these shares has not yet vested in the Reporting Persons, for which reason the 5,000,000 earn-out shares have not been counted towards this aggregate share total. On May 23, 2026 (i) 2,190,589 ordinary shares were issued to Anette Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 13,850,000, which she assigned to Schmid Aequitas GmbH & Co. KG, and (ii) 1,265,322 Ordinary Shares were issued to Christian Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 8,000,000, which he assigned to C. Schmid Beteiligung GmbH & Co. KG. In total Anette Schmid now holds 13,680,589 ordinary shares in the Issuer through her investment vehicle Schmid Aequitas GmbH & Co. KG, and Christian Schmid holds 16,585,322 ordinary shares in the Issuer through his investment vehicle C. Schmid Beteiligung GmbH & Co. KG. On May 23, 2026 Anette Schmid was also issued 24,247 and 18,782 ordinary shares and Christian Schmid was issued 37,150 and 13,840 ordinary shares. These were issued as bonus compensation due to them for their work in a management capacity for the Issuer in fiscal year 2023, and in connection with outstanding and unpaid board compensation claims for fiscal year 2025, respectively. They hold these securities directly. On May 23, 2026, Schmid Grundstucke GmbH & Co. KG, a company ultimately and solely controlled by Anette Schmid, received 1,028,074 ordinary shares in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 6,500,000. On July 3, 2026 Christian Schmid transferred 500,000 shares he owned to Helmut Rauch, an employee and manger at Gebr. Schmid GmbH. Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG entered into a Joint Filing Agreement and a Joint Voting Agreement dated May 18, 2026, both of which Schmid Grundstucke GmbH & Co. KG joined by the Joinder Agreement dated May 26, 2026. Pursuant to the Joint Filing Agreement the parties agreed to file this Schedule 13D/A (and any subsequent amendments) jointly, and agreed to be responsible only for the completeness and accuracy of information relating to themselves and for timely filing. The Joint Voting Agreement, pursuant to which each party agreed to vote (or cause to be voted) all shares beneficially owned by such party in accordance with a joint determination, is also an acknowledgement by the parties that they constitute a "group" for purposes of Section 13(d)(3) and Rule 13d-5. Accordingly, each Reporting Person reports shared (and not sole) voting and dispositive power with the other Reporting Persons with respect to the securities reported herein. Row 13: Based on 68,818,760 outstanding ordinary shares as of November 11, 2026, and, consistent with the calculation methodology used in Amendment No. 5, assuming the issuance of 21,000,000 ordinary shares upon the 1:1 exercise of all outstanding private and public warrants, the denominator used for purposes of this Row 13 is 89,818,760 ordinary shares. This calculation does not include additional ordinary shares that may be issued upon conversion of the EUR 2.5 million term loan facility with Black Forest Special Situations I, the USD 30 million convertible note or the USD 20 million convertible note, or upon exercise of the additional 3,744,150 warrants referred to in Amendment No. 5, except to the extent that ordinary shares have already been issued and are included in the outstanding share count stated above.

SCHEDULE 13D

CUSIP No.

1	Name of reporting person C. Schmid Beteiligung GmbH & Co. KG	
2	Check the appropriate box if a member of a Group (See Instructions) ☑ (a) ☐ (b)	
3	SEC use only	
4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization GERMANY	
Number of Shares Beneficially	7	Sole Voting Power

Owned by Each Reporting Person With:		0.00
	8	Shared Voting Power 18,085,322.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 18,085,322.00
	11	Aggregate amount beneficially owned by each reporting person 18,085,322.00
	12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
	13	Percent of class represented by amount in Row (11) 20.14 %
	14	Type of Reporting Person (See Instructions) PN

Comment for Type of Reporting Person: Row 7 and 11: On May 14, 2026, the Community of Heirs of Dieter C. Schmid (Erbengemeinschaft) distributed all of its 14,937,000 ordinary shares of SCHMID Group N.V., with 10,341,000 ordinary shares transferred to Christian Schmid and 4,596,000 ordinary shares transferred to Anette Schmid. On the same date, in connection with capital increases and related transfer arrangements, Anette Schmid contributed (i) 6,894,000 ordinary shares previously held by her and (ii) the 4,596,000 ordinary shares received from the Erbengemeinschaft to Schmid Aequitas GmbH & Co. KG, and Christian Schmid contributed (i) 4,979,000 ordinary shares previously held by him and (ii) the 10,341,000 ordinary shares received from the Erbengemeinschaft to C. Schmid Beteiligung GmbH & Co. KG. In addition and under the same agreements, each GmbH & Co. KG received the economic ownership of (i) 2,500,000 Earn-Out Shares and (ii) 1,000,000 warrants plus an additional 1,000,000 transfer-warrants (with the transfer-warrants to be delivered), in each case through trustee/nominee arrangements where legal title or transfer mechanics were restricted. The Earn-Out Shares, issued to Anette Schmid and Christian Schmid by the Issuer on April 30, 2024, are not included in, and are not counted toward, the aggregate number of ordinary shares reported in Rows 7-11. Per the Earn-Out Agreement the voting and dispositive power for these shares has not yet vested in the Reporting Persons, for which reason the 5,000,000 earn-out shares have not been counted towards this aggregate share total. On May 23, 2026 (i) 2,190,589 ordinary shares were issued to Anette Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 13,850,000, which she assigned to Schmid Aequitas GmbH & Co. KG, and (ii) 1,265,322 Ordinary Shares were issued to Christian Schmid in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 8,000,000, which he assigned to C. Schmid Beteiligung GmbH & Co. KG. In total Anette Schmid now holds 13,680,589 ordinary shares in the Issuer through her investment vehicle Schmid Aequitas GmbH & Co. KG, and Christian Schmid holds 16,585,322 ordinary shares in the Issuer through his investment vehicle C. Schmid Beteiligung GmbH & Co. KG. On May 23, 2026 Anette Schmid was also issued 24,247 and 18,782 ordinary shares and Christian Schmid was issued 37,150 and 13,840 ordinary shares. These were issued as bonus compensation due to them for their work in a management capacity for the Issuer in fiscal year 2023, and in connection with outstanding and unpaid board compensation claims for fiscal year 2025, respectively. They hold these securities directly. On May 23, 2026, Schmid Grundstucke GmbH & Co. KG, a company ultimately and solely controlled by Anette Schmid, received 1,028,074 ordinary shares in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 6,500,000. On July 3, 2026 Christian Schmid transferred 500,000 shares he owned to Helmut Rauch, an employee and manger at Gebr. Schmid GmbH. Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG entered into a Joint Filing Agreement and a Joint Voting Agreement dated May 18, 2026, both of which Schmid Grundstucke GmbH & Co. KG joined by the Joinder Agreement dated May 26, 2026. Pursuant to the Joint Filing Agreement the parties agreed to file this Schedule 13D/A (and any subsequent amendments) jointly, and agreed to be responsible only for the completeness and accuracy of information relating to themselves and for timely filing. The Joint Voting Agreement, pursuant to which each party agreed to vote (or cause to be voted) all shares beneficially owned by such party in accordance with a joint determination, is also an acknowledgement by the parties that they constitute a "group" for purposes of Section 13(d)(3) and Rule 13d-5. Accordingly, each Reporting Person reports shared (and not sole) voting and dispositive power with the other Reporting Persons with respect to the securities reported herein. Row 13: Based on 68,818,760 outstanding ordinary shares as of November 11, 2026, and, consistent with the calculation methodology used in Amendment No. 5, assuming the issuance of 21,000,000 ordinary shares upon the 1:1 exercise of all outstanding private and public warrants, the denominator used for purposes of this Row 13 is 89,818,760 ordinary shares. This calculation does not include additional ordinary shares that may be issued upon conversion of the EUR 2.5 million term loan facility with Black Forest Special Situations I, the USD 30 million convertible note or the USD 20 million

convertible note, or upon exercise of the additional 3,744,150 warrants referred to in Amendment No. 5, except to the extent that ordinary shares have already been issued and are included in the outstanding share count stated above.

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Class A Ordinary Shares, nominal value EUR0.01 per share

(b) Name of Issuer:

SCHMID Group N.V.

(c) Address of Issuer's Principal Executive Offices:

ROBERT-BOSCH-STR. 32-36, FREUDENSTADT, GERMANY , 72250.

Item 2. Identity and Background

(a) This Schedule 13D is being filed jointly by: a. Anette Schmid, b. Schmid Aequitas GmbH & Co. KG, c. Schmid Grundstucke GmbH & Co. KG d. Christian Schmid, and e. C. Schmid Beteiligung GmbH & Co. KG (together the "Reporting Persons" and each a "Reporting Person").

(b) The principal business address of the Reporting Persons is Robert-Bosch-Str. 32-36, 72250, Freudenstadt, Germany.

(c) Anette Schmid is a member of the SCHMID Group N.V. board of directors and is an employee of a subsidiary of the Issuer, Gebr. SCHMID GmbH. She acts as managing director of Schmid Aequitas Verwaltung GmbH, the general partner of Schmid Aequitas GmbH & Co. KG, and as the sole limited partner of Schmid Aequitas GmbH & Co. KG, through which she holds and manages her investment interests, including interests in SCHMID Group N.V. Although Schmid Aequitas Verwaltung GmbH serves as the general partner of Schmid Aequitas GmbH & Co. KG, Anette Schmid, as sole limited partner, ultimately controls the investment and voting decisions of Schmid Aequitas GmbH & Co. KG. Christian Schmid is the Chief Executive Officer of SCHMID Group N.V. and a member of the board of directors. He acts as managing director of C. Schmid Beteiligungsverwaltung GmbH, the general partner of C. Schmid Beteiligung GmbH & Co. KG, and as the sole limited partner of C. Schmid Beteiligung GmbH & Co. KG, through which he holds and manages investment interests, including interests in SCHMID Group N.V. Although C. Schmid Beteiligungsverwaltung GmbH serves as the general partner of C. Schmid Beteiligung GmbH & Co. KG, Christian Schmid, as sole limited partner, ultimately controls the investment and voting decisions of C. Schmid Beteiligung GmbH & Co. KG. Schmid Grundstucke GmbH & Co. KG' present principal business is to act as an investment holding vehicle through which Anette Schmid holds and manages certain of her personal investment interests, including her interests in SCHMID Group N.V. Schmid Aequitas GmbH & Co. KG's present principal business is to act as an investment holding vehicle through which Anette Schmid holds and manages certain of her personal investment interests, including her interests in SCHMID Group N.V. C. Schmid Beteiligung GmbH & Co. KG's present principal business is to act as an investment holding vehicle through which Christian Schmid holds and manages certain of his personal investment interests, including his interests in SCHMID Group N.V.

(d) During the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, the Reporting Persons have not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

(f) The Reporting Persons are citizens of the Federal Republic of Germany.

Item 3. Source and Amount of Funds or Other Consideration

As a result of the Joint Voting Agreement described in Item 6, the Reporting Persons may be deemed to form a "group" within the meaning of Section 13(d)(3) of the Act. Accordingly, the original source of consideration for the shared beneficial ownership of the collective block of 34,888,004 Ordinary Shares was the contribution of interest in Gebr. Schmid GmbH, the securities of the Issuer during the internal contribution and reorganization of assets in exchange for equity interests in the HoldCos, the off-set of debts owed by Issuer group companies to share recipients, and the work of Anette and Christian Schmid in their capacities as employees and board members of the Issuer. Further details follow in the below descriptions. Business Combination, Dissolution of the Erbengemeinschaft and Contributions to HoldCos 11,490,000 ordinary shares held by Anette Schmid via Schmid Aequitas GmbH & Co. KG and the 15,320,000 ordinary shares held by Christian Schmid via C. Schmid Beteiligung GmbH & Co. KG prior to May 23, 2026 were all originally issued to Anette Schmid, Christian Schmid, and the Erbengemeinschaft in connection with the exchange of interests in Gebr. Schmid GmbH, into shares of the Issuer (the "Exchange") upon the completion of the business combination (the "Business Combination") on April 30, 2024 (the "Closing Date"). As part of the Business Combination, Anette Schmid and Christian Schmid were also contractually entitled to receive an aggregate of 4,000,000 Private Warrants (convertible on a 1:1 basis into Ordinary Shares) from Pegasus Digital Mobility Sponsor LLC (the "Sponsor"), as additional compensation. As previously disclosed, an additional 5,000,000

Earn-Out Shares were issued to Anette Schmid and Christian Schmid by the Issuer on the Closing Date. Per the terms of the Earn-Out Agreement, the voting and dispositive power for these shares has not yet vested in the Reporting Persons. Consequently, the 5,000,000 Earn-Out Shares are not included in, and are not counted toward, the aggregate number of Ordinary Shares reported in Rows 7 through 11 of the cover pages of this Schedule 13D/A. Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. became beneficial owners of securities in the Issuer on May 14, 2026, when in a first step, the Erbengemeinschaft formally distributed its 14,937,000 Ordinary Shares to Christian Schmid and Anette Schmid, who in a second step and in connection with capital increases and related transfer arrangements contributed their combined holdings to their respective German limited partnerships (the GmbH & Co. KGs) (each, a "HoldCo" and collectively, the "HoldCos") in exchange for equity interests in such partnerships: 1. Anette Schmid's HoldCo: (i) 6,894,000 Ordinary Shares previously held by her, and (ii) the 4,596,000 Ordinary Shares received from the Erbengemeinschaft to Schmid Aequitas GmbH & Co. KG. 2. Christian Schmid's HoldCo: (i) 4,979,000 Ordinary Shares previously held by him, and (ii) the 10,341,000 Ordinary Shares received from the Erbengemeinschaft to C. Schmid Beteiligung GmbH & Co. KG. In addition, and under the same agreements executed on May 14, 2026, each HoldCo received the economic ownership of (i) 2,500,000 Earn-Out Shares (totaling 5,000,000 Earn-Out Shares) and (ii) 1,000,000 warrants plus an additional 1,000,000 transfer-warrants contractually owed to be delivered by the Sponsor. These transfers were executed through trustee and nominee arrangements in instances where direct legal title or technical transfer mechanics were contractually restricted, pursuant to which legal title to such warrants (and, where applicable, related rights) remains with the respective individual holders, who hold such interests on behalf of the applicable HoldCo. The HoldCos maintain economic interests in such securities and, through such trustee arrangements, may direct the exercise or disposition of such securities, subject to the terms of the applicable agreements and any legal or contractual limitations thereunder. May 23, 2026 Issuances - Set-off and Board/Management compensation and bonuses On May 23, 2026: (i) Anette Schmid was issued 2,190,589 Ordinary Shares by the Issuer in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 13,850,000. Anette transferred beneficial ownership in those shares to Schmid Aequitas GmbH & Co. KG. (ii) Schmid Grundstucke GmbH & Co. KG was issued 1,028,074 Ordinary Shares by the Issuer in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 6,500,000. (iii) Anette Schmid was issued 24,247 Ordinary Shares as bonus compensation for her work in a management capacity for the Issuer in fiscal year 2023, and 18,782 Ordinary Shares in connection with outstanding and unpaid board compensation due to her for fiscal year 2025. Anette Schmid holds these securities directly. (iv) Christian Schmid was issued 1,265,322 Ordinary Shares by the Issuer in exchange for the setting off of outstanding claims against Issuer group companies amounting to EUR 8,000,000. Christian transferred beneficial ownership in those shares to C. Schmid Beteiligung GmbH & Co. KG. (v) Christian Schmid was issued 37,150 Ordinary Shares as bonus compensation for his work in a management capacity for the Issuer in fiscal year 2023, and 13,840 Ordinary Shares in connection with outstanding and unpaid board compensation due to him for fiscal year 2025. Christian Schmid holds these securities directly. The foregoing descriptions of the Business Combination Agreement, as amended, the Earn-Out Agreement, the internal asset transfers and May 23, 2026 issuances do not purport to be complete descriptions of the terms thereof and are qualified in their entirety by reference to the full text of the relevant agreements, copies of which are incorporated by reference or filed as exhibits hereto. SEPA share issuances, convertible note conversions and share transfers On July 3, 2026 Christian Schmid contracted under a German law gift contract to transfer 500,000 Ordinary Shares owned by him to Helmut Rauch, an employee and management member of Gebr. Schmid GmbH, for no consideration. The German law gift contract is attached here as an exhibit. Since the filing of Amendment No. 5, the number of outstanding Ordinary Shares has increased by 3,143,034. This increase comprises 3,095,034 Ordinary Shares issued in connection with conversions of the $30 million convertible note, and 48,000 Ordinary Shares issued as part of management incentives and remuneration to Arthur Schuetz and Helmut Rauch. These issuances increased the number of outstanding Ordinary Shares but did not change the number of securities reported as beneficially owned by the Reporting Persons herein.

Item 4. Purpose of Transaction

The information set forth in Item 3 of this Schedule 13D/A is incorporated herein by reference. All of the Ordinary Shares reported herein as beneficially owned by the Reporting Persons were acquired in connection with the Business Combination, subsequent allocation and contribution of such Ordinary Shares to HoldCos, and the off-set of debts owed by Issuer group companies, and in exchange for the work of Anette and Christian Schmid in their capacities as employees and board members of the Issuer. On May 14, 2026, the Reporting Persons effected an transfers pursuant to which Ordinary Shares held by Anette Schmid and Christian Schmid, including shares distributed from the Erbengemeinschaft, were contributed to and are now directly held by Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG, respectively. In addition, the economic interests in certain Earn-Out Shares and warrants were allocated to such entities through arrangements intended to transfer the economic benefits of such securities, including through trustee or nominee structures where direct legal ownership could not be transferred. These transactions were undertaken for estate planning, organizational and tax structuring purposes and did not involve the payment of cash consideration. On May 23, 2026 Ordinary Shares were issued to Anette Schmid, Christian Schmid and Schmid Grundstucke GmbH & Co KG, in exchange for the off-set of debts owed by Issuer group companies, and the work of Anette and Christian Schmid in their capacities as employees and board members of the Issuer (details are set forth in Item 3). Some shares received by Anette Schmid and Christian Schmid were transferred by them to their respectively controlled HoldCos, some are still held by each directly, and Anette Schmid beneficially owns the securities issued to Schmid Grundstucke GmbH & Co KG, which is an investment vehicle she controls. On May 18, 2026, the Reporting Persons entered into a Joint Voting Agreement pursuant to which they agreed to vote or cause to be voted all Ordinary Shares beneficially owned by them in accordance with a joint determination. As a result of such agreement, the Reporting Persons may be deemed to constitute a "group" within the

meaning of Section 13(d)(3) of the Act, and, accordingly, may be deemed to beneficially own the securities beneficially owned by each other Reporting Person. On May 26, 2026 Schmid Grundstucke GmbH & Co KG joined the Joint Voting Agreement and is subsequently subject to all its conditions. On July 3, 2026 Christian Schmid contracted under a German law gift contract to transfer 500,000 Ordinary Shares owned by him to Helmut Rauch, an employee and management member of Gebr. Schmid GmbH, for no consideration. Anette Schmid and Christian Schmid currently serve on the board of directors of the Issuer, and Christian Schmid also serves as Chief Executive Officer of the Issuer. As a result of their direct and indirect ownership of Ordinary Shares and their positions with the Issuer, the Reporting Persons have the ability to influence the management and policies of the Issuer. The Reporting Persons intend to hold their respective interests in the Issuer for investment purposes and to support the ongoing management and operation of the Issuer. Except as described herein, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the transactions or other matters described in clauses (a) through (j) of Item 4 of Schedule 13D, although the Reporting Persons may, from time to time, review their investment in the Issuer and, subject to applicable law, may determine to increase or decrease their ownership position or to pursue or consider other plans or proposals relating to the Issuer.

Item 5. Interest in Securities of the Issuer

(a) As a result of the transactions described in Item 3 and the Joint Voting Agreement described in Item 6, Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG, Schmid Grundstucke GmbH & Co. KG, and C. Schmid Beteiligung GmbH & Co. KG may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Act. Accordingly, Anette Schmid and Christian may be deemed to beneficially own, directly and via their investment vehicles, an aggregate of 34,888,004 Ordinary Shares (consisting of 30,888,004 outstanding Ordinary Shares held directly by the Reporting Persons and their investment vehicles and 4,000,000 Ordinary Shares issuable upon exercise of the warrants held through the arrangements described above), representing approximately 38.84% of the outstanding Ordinary Shares of the Issuer. Schmid Aequitas GmbH & Co. KG directly holds 13,680,589 Ordinary Shares, and C. Schmid Beteiligung GmbH & Co. KG directly holds 16,085,322 Ordinary Shares, and each hold economic ownership of 2,000,000 warrants. Schmid Grundstucke GmbH & Co. KG directly holds 1,028,074 Ordinary Shares. Anette Schmid, as the sole limited partner of Schmid Aequitas GmbH & Co. KG and sole limited partner of Schmid Grundstucke GmbH & Co. KG, and Christian Schmid, as the sole limited partner of C. Schmid Beteiligung GmbH & Co. KG, may each be deemed to beneficially own the Ordinary Shares and warrants held by their respective investment vehicles. In addition, each of the HoldCos holds economic interests in 2,500,000 Earn-Out Shares; however, such Earn-Out Shares are not included in the aggregate number of Ordinary Shares reported in this Item 5.

(b) As a result of the Joint Voting Agreement described in Item 6, Anette Schmid and Christian Schmid may be deemed to share voting and dispositive power with the other with respect to the Ordinary Shares beneficially owned by the group. Accordingly, each reports shared power to vote and to direct the disposition of 34,888,004 Ordinary Shares and does not report sole voting or dispositive power over any Ordinary Shares. Each of the investment vehicles, being fully controlled by either Anette Schmid or Christian Schmid, report shared voting and dispositive power only over the securities they directly beneficially own.

(c) Acquisitions and dispositions of ordinary shares of the Issuer described in Item 3 and are incorporated herein by reference. No other transactions in securities of the Issuer by a Reporting Person were effected since the last filing.

(d) Except as otherwise described herein, no person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares reported herein.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Business Combination Agreement and Amendments thereto: Pegasus, Gebr. Schmid GmbH, Pegasus TopCo B.V. and Pegasus MergerSub Corp.entered into a Business Combination Agreement, which was twice amended (the "Business Combination Agreement"). Under this agreement, among other things, the shareholders of Gebr. Schmid GmbH were to contribute all of their shares in Gebr. Schmid GmbH to TopCo for a majority stake in TopCo, and shareholders of Pegasus (a publicly traded company listed on the NYSE) were also to receive shares in TopCo for the transfer to Schmid shareholders of TopCo. In addition to other provisions the agreement stipulated successful application by TopCo to be listed on the NASDAQ as a condition to closing. Earn-out Agreement: Pegasus, Pegasus TopCo B.V. and the Reporting Persons entered into an earn-out agreement pursuant to which (i) 2,500,000 TopCo shares will be issued to Anette Schmid and Christian Schmid (in equal parts) if the share price of TopCo following the completion of the business combination reaches USD 15.00 and (ii) 2,500,000 TopCo shares will be issued to Anette Schmid and Christian Schmid (in equal parts) if the share price of TopCo following the completion of the business combination reaches USD 18.00 (the "Earn-out Agreement"). The Earn-out Agreement expires after three (3) years from the date of the completion of the business combination. Registration Rights Agreement: The Reporting Persons are party to that certain Registration Rights Agreement with the Issuer, Pegasus, and Sponsor (the "Registration Rights Agreement"), providing for, among other things, customary registration rights. The Issuer has agreed to file a shelf registration statement to register the shares of the Issuer covered by the Registration Rights Agreement no later than thirty days following consummation of the Business Combination. Private Warrants Transfer Agreement: Concurrently with the execution of the Second Amendment to the Business Combination Agreement, Sponsor and the Reporting Persons entered into an agreement pursuant to which the Sponsor committed to transfer 2,000,000 private warrants of Pegasus to Anette Schmid (1,000,000 private warrants) and Christian Schmid (1,000,000 private warrants) subject to the closing of the Business Combination (the "Private Warrants Transfer Agreement"). Warranty Agreement: Pegasus, Pegasus TopCo B.V., Validus/StratCap, LLC and Gebr. Schmid GmbH entered into an agreement in which StratCap guaranteeing the total indebtedness of Pegasus and TopCo remaining at the closing of

the Business Combination would not exceed USD 7.4 million, of which USD 2.75 million are deferred by nine months from the closing (or earlier if TopCo enters into a loan agreement for more than EUR 10 million). In addition, StratCap agreed to provide a loan of USD 2.35 million to TopCo within 30 days after closing of the Business Combination repayable within 12 months after closing (or earlier if TopCo enters into a loan agreement for more than EUR 10 million). Further, the parties to the warranty agreement agreed that the Sponsor shall transfer a further 2,000,000 warrants to Christian Schmid and Anette Schmid when a loan agreement for more than EUR 10 million is concluded or when the USD 2.75 million of deferred costs are paid by the Issuer, whichever comes first (the "Warranty Agreement"). The 2,000,000 warrants still are contractually required to be transferred to Christian Schmid and Anette Schmid. Shareholders Undertaking and Amendment thereto: As part of this agreement the Reporting Persons undertook and agreed to fully support and implement the Transactions relating to the Business Combination, omit any actions which could be of detriment to the implementation of the Transactions, vote against any resolution that would reasonably be expected to impede or adversely affect the Transactions, and contribute Gebr. Schmid GmbH Shares to TopCo in exchange for TopCo Shares. The Shareholders' Undertaking Agreement was then modified, and an Amendment agreed concurrently with the execution of the Second Amendment to the Business Combination Agreement to reflect the changes agreed in the Business Combination Agreement (the " Shareholders' Undertaking" and the "First Amendment to the Schmid Shareholders' Undertaking"). Private Warrants Undertaking Agreement: Sponsor, Pegasus, Gebr. Schmid GmbH, the Reporting Persons and certain individuals party thereto (comprising the officers and directors of Pegasus) entered into an agreement, pursuant to which, among other things, the parties agreed to (i) only exercise their private warrants on a "cashless basis" in accordance with the terms of the private warrants, (ii) in case the reference price of the TopCo shares subsequently to the business combination closing reach USD 18.00 to, on a "cashless basis" exercise their warrants in accordance with terms of the private warrants unless such warrants have been previously redeemed or exercised (the "Private Warrants Undertaking Agreement"). Lock-Up Agreement: The Reporting Persons entered into a Lock-Up Agreement, pursuant to which they will not to, without the prior written consent of the board of directors of Issuer, effect any transaction or enter into any arrangement which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of any Class A Shares them immediately after the Closing, nor to publicly announce any intention to effect or enter the same, during the period beginning on the Closing and ending on the date that is one year after the Closing (the "Lock-Up Agreement"). Capital increase and transfer agreement - Schmid Aequitas GmbH & Co. KG: Anette Schmid entered into a capital increase and transfer agreement with her HoldCo pursuant to which she increased her limited partnership interest and contributed to such entity 11,490,000 Class A Ordinary Shares, together with the economic ownership of certain Earn-Out Shares and warrants (including transfer warrants). To the extent legal title to certain of such securities could not be transferred, such interests are held through trustee or nominee arrangements under which the economic benefits are attributed to the HoldCo and exercised in accordance with instructions, subject to the terms and limitations of the underlying agreements. Capital increase and transfer agreement - C. Schmid Beteiligung GmbH & Co. KG: Christian Schmid entered into a capital increase and transfer agreement with his HoldCo pursuant to which he increased his limited partnership interest and contributed to such entity 15,320,000 Class A Ordinary Shares, together with the economic ownership of certain Earn-Out Shares and warrants (including transfer warrants). To the extent legal title to certain of such securities could not be transferred, such interests are held through trustee or nominee arrangements under which the economic benefits are attributed to the HoldCo and exercised in accordance with instructions, subject to the terms and limitations of the underlying agreements. Joint Filing Agreement: The Reporting Persons entered into a Joint Filing Agreement pursuant to which they agreed to file this Schedule 13D (and any amendments hereto) jointly and to assume responsibility for the completeness and accuracy of the information concerning themselves, in each case in accordance with Rule 13d 1(k) under the Act. Schmid Grundstucke GmbH & Co. KG joined the Joint Filing Agreement pursuant to a Joinder Agreement signed by the parties May 26, 2026. Joint Voting Agreement: The Reporting Persons entered into a Joint Voting Agreement pursuant to which they agreed to vote, or cause to be voted, all Ordinary Shares beneficially owned by them in accordance with a joint determination and acknowledged that they constitute a "group" within the meaning of Section 13(d)(3) of the Act. The Joint Voting Agreement provides for coordinated action with respect to shareholder votes and remains in effect until terminated in accordance with its terms or until the parties cease, in the aggregate, to beneficially own a majority of the voting power of the Issuer. Schmid Grundstucke GmbH & Co. KG joined the Joint Voting Agreement pursuant to a Joinder Agreement signed by the parties May 26, 2026. 2025 Board Compensation Issuance Subscription Agreement: The Issuer, Christian Schmid, Anette Schmid and other board members entered into a Subscription Agreement dated May 21, 2026 pursuant to which the investors agreed to subscribe for ordinary shares of the Issuer in exchange for the set-off of an aggregate of EUR 350,000 of outstanding 2025 board compensation claims, with the number of shares to be issued to each investor determined based on an Average VWAP mechanism. 2023 Management Bonus Set-Off Agreement: The Issuer, Christian Schmid, Anette Schmid and other members of the Issuer's management entered into a Set-Off Agreement dated May 21, 2026 pursuant to which, in connection with aggregate outstanding bonus compensation claims for fiscal year 2023 and a related subscription agreement, the parties agreed that, upon the issuance and registration of the subscribed shares, such outstanding claims would be fully satisfied and irrevocably discharged. 2023 Management Bonus Debt Assumption Agreement: The Issuer, Gebr. Schmid GmbH, Christian Schmid, Anette Schmid, and other members of the Issuer's management entered into a Debt Assumption Agreement dated May 21, 2026 pursuant to which the Issuer agreed to assume from Gebr. Schmid GmbH certain outstanding 2023 bonus payment obligations in an aggregate amount of EUR 681,964, and each such manager agreed to such assumption and released Gebr. Schmid GmbH from the corresponding obligations. As consideration, the Issuer agreed to provide a loan to Gebr. Schmid GmbH in an amount equal to the assumed obligations. 2023 Management Bonus Subscription Agreement: The Issuer, Christian Schmid, Anette Schmid and other members of the Issuer's management entered into a Subscription Agreement dated May 21, 2026 pursuant to which the investors agreed to subscribe for ordinary shares of the Issuer in exchange for the set-off of aggregate outstanding 2023 bonus claims,

with the number of shares to be issued to each investor determined based on an Average VWAP mechanism. Helmut Rauch Gift Contract: Christian Schmid and Helmut Rauch agree and contract that 500,000 ordinary shares of the issuer will be transferred by Christian Schmid to Helmut Rauch for no consideration. These summaries are qualified by the actual terms of the agreements, copies of which are attached as exhibits to this Schedule 13D and are incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit Number Description 1. Business Combination Agreement, dated as of May 31, 2023, by and among Pegasus Digital Mobility Acquisition Corp., Gebr. Schmid GmbH, Pegasus TopCo B.V. (future SCHMID Group N.V.), and Pegasus MergerSub Corp. (incorporated by reference to Exhibit 2.1 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 2. First Amendment to Business Combination Agreement, dated as of September 26, 2023 (incorporated by reference to Exhibit 2.2 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 3. Second Amendment to Business Combination Agreement, dated as of January 29, 2024 (incorporated by reference to Exhibit 2.4 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 4. Earn-out Agreement by and among TopCo, Pegasus and Anette Schmid and Christian Schmid dated January 29, 2024 (incorporated by reference to Exhibit 10.11 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 5. Registration Rights Agreement by and among SCHMID Group N.V., Pegasus Digital Mobility Acquisition Corp., Pegasus Digital Mobility Sponsor LLC, Christian Schmid, and Anette Schmid, dated as of April 30, 2024 (incorporated by reference to Exhibit 5 to the initial Schedule 13D, filed with the SEC on May 13, 2024). 6. Private Warrants Transfer Agreement by and among Pegasus Digital Mobility Sponsor LLC, Christian Schmid, and Anette Schmid, dated as of January 29, 2024 (incorporated by reference to Exhibit 10.9 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 7. Warranty Agreement dated April 29, 2024 by and among Pegasus Digital Mobility Acquisition Corp., Gebr. Schmid GmbH, Pegasus TopCo B.V., Pegasus MergerSub Corp. and Validus/StratCap LLC (incorporated by reference to Exhibit 7 to the initial Schedule 13D, filed with the SEC on May 13, 2024). 8. Shareholders' Undertaking, dated as of May 31, 2023, by and among Pegasus Digital Mobility Acquisition Corp., Anette Schmid, and Christian Schmid (incorporated by reference to Exhibit 10.3 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 9. First Amendment to the Shareholders' Undertaking dated January 29, 2024 (incorporated by reference to Exhibit 10.12 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 10. Private Warrants Undertaking Agreement dated as of January 29, 2024, by and among Pegasus Digital Mobility Acquisition Corp., Pegasus Digital Mobility Sponsor LLC, Gebr. Schmid GmbH, Anette Schmid, and Christian Schmid among others (incorporated by reference to Exhibit 10.10 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 11. Company Lock Up Agreement, dated May 31, 2023, by and among Pegasus TopCo B.V., Pegasus Digital Mobility Acquisition Corp., Gebr. Schmid GmbH, and Christian and Anette Schmid (incorporated by reference to Exhibit 10.4 to the Issuer's Registration Statement on Form F-4 (Reg. No. 333-274701), filed with the SEC on March 25, 2024). 12. Capital increase and transfer agreement - Schmid Aequitas GmbH & Co. KG dated May 14, 2026, by and among Anette Schmid, Schmid Aequitas GmbH & Co. KG and Schmid Aequitas Verwaltung GmbH (English Translation) 13. Capital increase and transfer agreement - C. Schmid Beteiligung GmbH & Co. KG dated May 14, 2026, by and among Christian Schmid, C. Schmid Beteiligung GmbH & Co. KG and C. Schmid Beteiligungsverwaltung GmbH (English Translation) 14. Joint Filing Agreement dated May 18, 2026, by and among Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG 15. Joint Voting Agreement dated May 18, 2026, by and among Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG 16. 2025 Board Compensation Issuance Subscription Agreement by and among Christian Mathias Schmid, Ralf Dieter Speth, Dr. Annedore Streyl, Boo Keun Yoon, Anette Schmid, and SCHMID Group N.V. dated May 21, 2026 17. 2023 Management Bonus Set-Off Agreement by and among Christian Schmid, Helmut Rauch, Anette Schmid, Christian Buchner, Thomas Widmann, Heiko Vogel, Laurent Nicolet, and SCHMID Group N.V. dated May 21, 2026 18. 2023 Management Bonus Debt Assumption Agreement by and among Christian Schmid, Helmut Rauch, Anette Schmid, Christian Buchner, Thomas Widmann, Gebr. Schmid GmbH, and SCHMID Group N.V. dated May 21, 2026 19. 2023 Management Bonus Subscription Agreement by and among Christian Schmid, Helmut Rauch, Anette Schmid, Christian Buchner, Thomas Widmann, Heiko Vogel, Laurent Nicolet, and SCHMID Group N.V. dated May 21, 2026 20. Joinder Agreement by and among Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG, C. Schmid Beteiligung GmbH & Co. KG, and Schmid Grundstucke GmbH & Co. KG dated May 26, 2026 21. Helmut Rauch gift contract by and among Helmut Rauch and Christian Schmid, dated July 3, 2026

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Anette Schmid

Signature: /s/ Anette Schmid
Name/Title: Anette Schmid/Director
Date: 11/16/2026

Schmid Aequitas GmbH & Co. KG

Signature: /s/ Anette Schmid
Name/Title: Anette Schmid/ Limited Partner
Date: 11/16/2026

Schmid Grundstucke GmbH & Co. KG

Signature: /s/ Anette Schmid
Name/Title: Anette Schmid/ Limited Partner
Date: 11/16/2026

Christian Schmid

Signature: /s/ Christian Schmid
Name/Title: Christian Schmid/Chief Executive Officer & Director
Date: 11/16/2026

C. Schmid Beteiligung GmbH & Co. KG

Signature: /s/ Christian Schmid
Name/Title: Christian Schmid/ Limited Partner
Date: 11/16/2026

Exhibit 99.12

Schmid Aequitas GmbH & Co. KG

Capital Increase and Transfer Agreement

Recitals

Ms Anette Schmid is the owner of various assets that constitutes special business assets for tax puposes (steuerliches Sonderbetriebsvermögen) of Schmid Grundstücke GmbH & Co. KG. In order to preserve permanently the status of these assets as business assets for tax purposes, Ms Anette Schmid wishes to transfer them to the assets of Schmid Aequitas GmbH & Co. KG in consideration for the grant of partnership rights. For this purpose, in Part A of this deed a capital increase by way of an increase of Ms Anette Schmid's limited partnership contribution is resolved, from EUR 100.00 by EUR 100.00 to EUR 200.00. In discharge of her contribution obligation, Ms Anette Schmid then transfers the assets to the assets of Schmid Aequitas GmbH & Co. KG in Part B.

Part A
Capital Increase

Shareholders' Meeting of
Schmid Aequitas GmbH & Co. KG

Schmid Aequitas Verwaltung GmbH, having its registered seat in Freudenstadt, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRB 737687, and Ms Anette Schmid are the sole partners of Schmid Aequitas GmbH & Co. KG, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726531 (the **"Company"**). By waiving all forms and notice periods for convening, announcing and holding the meeting as prescribed by law and the partnership agreement, they hereby hold a shareholders´ meeting of the Company and unanimously resolve as follows:

1. Section 5(1) of the partnership agreement shall be restated as follows:

   "1. For each partner, a Capital Account I, a partner-specific reserve account, a Capital Account II and a loan account shall be maintained."

2. Section 5(2) of the partnership agreement shall be restated as follows:

   "The partner's share of the fixed capital shall be recorded in Capital Account I."

3. The following subsection 52a shall be inserted after Section 5(2) of the partnership agreement:

"2a. In addition, a partner-specific reserve account (equity account) shall be established for each partner. All contributions by the partner to the equity of the Company shall be recorded in such account, provided that they do not serve to pay in the fixed capital or to fund company related-reserves and are not designated as private contributions to Capital Account II."

4. The fixed capital of the Company (recorded in Capital Account I) shall be increased from EUR 100.00 by EUR 100.00 to EUR 200.00. For this purpose, the limited partner Anette Schmid shall increase her limited partnership contribution (share in the fixed capital) from EUR 100.00 by EUR 100.00 (capital increase amount) to EUR 200.00.

   As consideration for the grant of the increased capital interest, the partner Anette Schmid undertakes to transfer

   a) the 6,894,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, owned by her;

   b) the 4,596,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, assigned to her as legatee after Mr Dieter Schmid pursuant to the legacy fulfilment contract dated today attached as **Annex 1**;

   c) the beneficial ownership of the 2,500,000 Earn-Out Shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, granted to her pursuant to the Earn-Out Agreement attached as **Annex 2**;

   d) the beneficial ownership of the 1,000,000 warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, transferred to her pursuant to the Warrant Transfer Agreement dated 29 January 2024 attached as **Annex 3**, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Mr Christian Schmid and her, in each case as transferees;

   e) the beneficial ownership of the additional 1,000,000 transfer warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, to which she is entitled pursuant to the First Amendment to the Warrant Transfer Agreement dated 28 April 2024 attached as **Annex 4**, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Mr Christian Schmid and her, in each case as transferees (it being understood that these transfer warrants still have to be transferred by Pegasus Digital Mobility Sponsor LLC);

   to the Company in accordance with the transfer agreement set out in Part B of this deed.

The capital increase amount shall be recorded in Ms Anette Schmid's fixed capital account (Capital Account I). To the extent that the value of the above consideration exceeds the capital increase amount, the difference shall be credited to the partner-specific reserve account pursuant to Section 5(2a) of the partnership agreement (see item 3 above).

5. The capital increase amount shall participate in the results of the Company as from the transfer date.

6. The liability amount shall remain unchanged.

7. Section 3 of the partnership agreement shall be restated as follows:

"Section 3
Partners, Capital Interests

1. The general partner is Schmid Aequitas Verwaltung GmbH.

2. The limited partner is Ms Anette Schmid, born on 10 December 1970, residing in Freudenstadt.

3. The Company has fixed capital in the amount of EUR 200.00.

The partners participate therein as follows:

a) Anette Schmid with a fixed capital interest (recorded in Capital Account I) of EUR 200.00, i.e. 100 percent;

b) Schmid Aequitas Verwaltung GmbH has no fixed capital interest and therefore participates in the fixed capital with 0 percent.

The fixed capital interest shall determine the partner's participation in the profits and assets of the Company, any balance payable on dissolution, and its voting rights.

4. The liability amount of the limited partner to be registered in the commercial register is EUR 100.00."

No further resolutions are adopted. The shareholders' meeting is therefore closed.

Freudenstadt, dated

Schmid Aequitas Verwaltung GmbH,	Anette Schmid
represented by its managing director Anette Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB	

Part B
Transfer Agreement

Between

Anette Schmid, with business address at Robert-Bosch-Str. 32-34, 72250 Freudenstadt,

- hereinafter referred to as **"AS"** -

and

the **Schmid Aequitas GmbH & Co. KG**, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726531, represented by its general partner with unlimited liability, Schmid Aequitas Verwaltung GmbH, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRB 737687, itself represented by its managing director Anette Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB,

- hereinafter referred to as **"SA-KG"** -

the following Transfer Agreement is entered into:

Section 1
Subject Matter of the Agreement

1.1 Pursuant to the shareholders' resolution set out in Part A of this deed, AS has undertaken to transfer

a) the 6,894,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, owned by her;

b) the 4,596,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, assigned to her as legatee under the legacy fulfilment contract dated today attached as **Annex 1**, entered into between Mr Christian Schmid and her as co-heirs in the community of heirs after Dieter Schmid, on the one hand, and her as legatee, on the other hand;

c) the beneficial ownership of the 2,500,000 Earn-Out Shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, granted to her pursuant to the Earn-Out Agreement attached as **Annex 2**;

d) the beneficial ownership of the 1,000,000 warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, transferred to her pursuant to the Warrant Transfer Agreement dated 29 January 2024 attached as **Annex 3**, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Mr Christian Schmid and AS, in each case as transferees;

e) the beneficial ownership of the additional 1,000,000 transfer warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, to which she is entitled pursuant to the First Amendment to the Warrant Transfer Agreement dated 28 April 2024 attached as **Annex 4**, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Mr Christian Schmid and AS, in each case as transferees (it being understood that these transfer warrants still have to be transferred by Pegasus Digital Mobility Sponsor LLC);

to the Company by way of singular succession into the assets of the Company in accordance with this Agreement in order to discharge her capital contribution obligation.

1.2 The contribution shall be credited in the amount of EUR 100.00 to AS's Capital Account I (equity account) with the Company, and any value in excess thereof shall be recorded in the partner-specific reserve account (equity account).

Section 2
Transfer and Assignment

2.1 In discharge of the obligation described in Section 1.1(a) of this Agreement, AS hereby transfers to SA-KG the 6,894,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, which are owned by her, and hereby assigns such shares to SA-KG with immediate effect. SA-KG accepts the assignment. AS shall arrange for the shares to be transferred into the securities account of AS-KG.

2.2 In discharge of the obligation described in Section 1.1(b) of this Agreement, AS hereby transfers to SA-KG the 4,596,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, owned by her and which were assigned to her as legatee under to the legacy fulfilment contract dated today, and hereby assigns such shares to SA-KG with immediate effect. SA-KG accepts the assignment. AS shall arrange for the shares to be transferred into the securities account of SA-KG.

2.3 In discharge of the obligation described in Section 1.1(c) of this Agreement, AS hereby transfers to SA-KG the beneficial ownership of the 2,500,000 Earn-Out Shares in SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, granted to her pursuant to the attached Earn-Out Agreement. SA-KG accepts the transfer. AS and SA-KG are aware that, pursuant to Clause 4 of the Earn-Out Agreement, legal title to the Earn-Out Shares is not transferable. In order instead to transfer beneficial ownership, AS and SA-KG enter into the trust agreement set out in Part C of this deed.

2.4 In discharge of the obligation described in Section 1.1(d) of this Agreement, AS hereby transfers to SA-KG the beneficial ownership of the 1,000,000 warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, which were transferred to her pursuant to the attached Warrant Transfer Agreement dated 29 January 2024. SA-KG accepts the transfer. In order to transfer beneficial ownership, AS and SA-KG enter into the trust agreement set out in Part C of this deed.

2.5 In discharge of the obligation described in Section 1.1(e) of this Agreement, AS hereby transfers to SA-KG the beneficial ownership of the additional 1,000,000 transfer warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, to which she is entitled pursuant to the attached First Amendment to the Warrant Transfer Agreement dated 28 April 2024 entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Mr Christian Schmid and AS, in each case as transferees (it being understood that these transfer warrants still have to be transferred by Pegasus Digital Mobility Sponsor LLC). SA-KG accepts the transfer. In order to transfer beneficial ownership, AS and SA-KG enter into the trust agreement set out in Part C of this deed.

Section 3
Transfer Date

The transfer of the transferred assets pursuant to Sections 2.1 through 2.5 shall take effect immediately with economic and tax effect (the **"Transfer Date"**). Benefits and burdens shall also pass as of that time.

Section 4
Tax Neutrality

All transferred assets referred to in Sections 2.1 through 2.5 above shall be transferred into the assets of SA-KG. In this connection, the following particular matters are noted:

a) The transferred assets referred to in Sections 2.1 through 2.5 are civil-law property of AS.

b) The 6,894,000 shares in SCHMID Group N.V. (Section 2.1), having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, constitute special business assets (Sonderbetriebsvermögen) of AS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to SA-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

c) The 4,596,000 shares in SCHMID Group N.V. (Section 2.2), having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, which were assigned to AS as legatee pursuant to the legacy fulfilment contract dated today, constitute special business assets (Sonderbetriebsvermögen) of AS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to SA-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

d) The beneficial ownership of the 2,500,000 Earn-Out Shares in SCHMID Group N.V. (Section 2.3), having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, granted to AS pursuant to the Earn-Out Agreement attached as **Annex 1**, constitutes special business assets (Sonderbetriebsvermögen) of AS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to SA-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

e) The beneficial ownership of the 1,000,000 warrants relating to SCHMID Group N.V. (Section 2.4), having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, transferred to AS pursuant to the Warrant Transfer Agreement dated 29 January 2024 attached as **Annex** 3 entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Mr Christian Schmid and AS, in each case as transferees, constitutes special business assets (Sonderbetriebsvermögen) of AS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to SA-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

f) The beneficial ownership of the additional 1,000,000 transfer warrants relating to SCHMID Group N.V. (Section 2.5), having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276, to which AS is entitled pursuant to the attached First Amendment to the Warrant Transfer Agreement dated 28 April 2024 entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Mr Christian Schmid and AS, in each case as transferees (it being understood that these warrants still have to be transferred by Pegasus Digital Mobility Sponsor LLC), constitutes special business assets (Sonderbetriebsvermögen) of AS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to SA-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

Section 5
Miscellaneous / Final Provisions

7.1 The costs of this deed and of the registration in the commercial register shall be borne by the Company.

7.2 If any provision of this Agreement is or becomes wholly or partly void, invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. To the extent permitted by law, the void, invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision as most closely reflects, in subject matter, scope, time, place and area of application, the economic purpose intended by the void, invalid or unenforceable provision. The same shall apply to any gaps in this Agreement.

7.3 Any amendments to or supplements to this Agreement must be made in writing unless a stricter form is required.

Freudenstadt, dated

Anette Schmid	Schmid Aequitas GmbH & Co. KG represented by its general partner Schmid Aequitas Verwaltung GmbH, itself represented by its managing director Anette Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB

Part C
Trust Agreement

Between

Anette Schmid, with business address at Robert-Bosch-Str. 32-34, 72250 Freudenstadt,

- hereinafter referred to as the **"Trustee"** -

and

the **Schmid Aequitas GmbH & Co. KG**, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726531, represented by its general partner with unlimited liability, Schmid Aequitas Verwaltung GmbH, having its registered seat in Freudenstadt and registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRB 737687, itself represented by its managing director Anette Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB,

- hereinafter referred to as the **"Trustor"** -

the following Trust Agreement is entered into:

Recitals

In SCHMID Group N.V., having its registered seat in Freudenstadt and registered with the Kamer van Koophandel under KVK 89188276 (hereinafter the **"Company"**), the Trustee holds, pursuant to the Earn-Out Agreement attached as **Annex 2**, 2,500,000 Earn-Out Shares (hereinafter the **"Earn-Out Shares"**) and, pursuant to the Warrant Transfer Agreement dated 29 January 2024 attached as **Annex 3**, a total of 1,000,000 warrants (hereinafter the **"Warrants"**). In addition, pursuant to the First Amendment to the Warrant Transfer Agreement dated 28 April 2024 attached as **Annex 4**, the Trustee is entitled to the transfer of a further 1,000,000 warrants (hereinafter the **"Transfer Warrants"**).

Legal title to the Earn-Out Shares is currently not transferable. The Warrants likewise cannot currently be transferred to the existing security account of the Trustor. However, the parties intend, as between themselves, to place the Trustor in the same position as if it had been the owner from today. The Trustor shall therefore become the beneficial owner of the Earn-Out Shares and the Warrants. Legal title to the Earn-Out Shares and the Warrants shall remain with the Trustee until further notice, and the Trustee shall henceforth hold and administer the Earn-Out Shares and the Warrants on trust for the Trustor.

The Transfer Warrants, which are still to be transferred to the Trustee in accordance with **Annex 4**, likewise cannot currently be transferred to the existing security account of the Trustor. However, the parties intend, as between themselves, to place the Trustor in the same position as if it had held the right to the Transfer Warrants from today, with the result that, upon the transfer of the Transfer Warrants to the Trustee, the Trustor shall become the beneficial owner of the Transfer Warrants. Legal title to the Transfer Warrants shall remain with the Trustee until further notice, and the Trustee shall hold and administer the right to the Transfer Warrants and, thereafter, the Transfer Warrants themselves on trust for the Trustor.

Now, therefore, the parties agree as follows:

Section 1
Assumption of the Trust

1.1 With immediate effect, the Trustee shall hold the Earn-Out Shares and the Warrants (the **"Trust Property"**) in trust for the Trustor, for the Trustor's account and risk and in accordance with the Trustor's instructions.

1.2 The Trustee shall hold the Transfer Warrants on trust for the Trustor, for the Trustor's account and risk and in accordance with the Trustor's instructions, from the time the Transfer Warrants are transferred to the Trustee. The parties agree that, from the time of such transfer, the provisions of this Agreement applicable to the Warrants shall apply mutatis mutandis to the Transfer Warrants. Until the Transfer Warrants are transferred to the Trustee, all rights and obligations under **Annex 4** shall be exercised by the Trustee only in consultation with and only on the instructions of the Trustor.

1.3 As between the parties, all proprietary claims arising from the Trust Property shall belong to the Trustor.

1.4 The Trustee shall act in the interest of the Trustor. To the extent the Trust Property is to be recognised in the accounts, it shall be recognised in the accounts of the Trustor.

1.5 The Trustee hereby grants to the Trustor, with effect for the Trustee and beyond the Trustee's death, an irrevocable power of attorney to assign the Trust Property and all rights arising therefrom to itself or to a third party. This power of attorney may be exercised without proof of termination of the trust relationship.

Section 2
Attribution of the Interest; Assignment of Proprietary Claims

2.1 As against third parties, the Trustee is the civil-law holder of the Earn-Out Shares, the Warrants and the Transfer Warrants; as between the parties, and economically, the Earn-Out Shares, the Warrants and the Transfer Warrants shall be attributed to the Trustor. For tax purposes, the Earn-Out Shares, the Warrants and the Transfer Warrants shall be attributed to the Trustor as beneficial owner (Section 39(2) AO).

2.2 The Trustee hereby assigns to the Trustor all present and future proprietary claims arising from the Earn-Out Shares, the Warrants and the Transfer Warrants against the Company, including in particular rights to profit distributions, liquidation proceeds and any balance payable on a winding-up, and the Trustor hereby accepts such assignment.

Section 3
Duties of the Trustee

3.1 The Trustee shall be obliged to surrender to the Trustor everything the Trustee obtains by reason of this trust relationship, unless the Trustee continues to hold and administer it for the Trustor by mutual agreement or unless something else has been expressly agreed. At the Trustor's request, the Trustee shall at any time, to the extent legally permissible, assign the Earn-Out Shares, the Warrants and the Transfer Warrants to the Trustor or to a third party designated by the Trustor.

3.2 The Trustee shall be obliged to exercise or perform the Trustor's rights and obligations in relation to the Earn-Out Shares, the Warrants and the Transfer Warrants in accordance with the Trustor's instructions, to the extent permissible under law, the Company's constitutional documents or any other applicable agreements. Before exercising rights arising from the Earn-Out Shares, the Warrants or the Transfer Warrants, the Trustee shall obtain the Trustor's prior instructions. If it is not possible to obtain prior instructions or if no instruction has been given, the Trustee shall obtain the Trustor's subsequent approval. If no instructions are given to the Trustee, the Trustee shall act in the interest of the Trustor while observing the Trustee's duties of loyalty under company law toward the Company.

3.3 The Trustee shall be obliged to provide the Trustor with any information that the Trustee, as shareholder, may request from the Company, to the extent permissible under law, the Company's constitutional documents or any other applicable agreements.

3.4 In all other respects, the Trustee shall be liable to the Trustor only for the degree of care the Trustee customarily exercises in the Trustee's own affairs.

Section 4
Duties of the Trustor

4.1 The Trustor shall indemnify and hold harmless the Trustee from and against all claims of whatever nature asserted against the Trustee by reason of the fact that it holds and administers the Earn-Out Shares, the Warrants and the Transfer Warrants on trust for the Trustor.

4.2 The Trustor shall reimburse the Trustee for all expenses and costs associated with the trust, to the extent incurred for the proper performance of the Trustee's duties under this Agreement and unless otherwise agreed. This shall also apply to any tax burdens incurred by the Trustee as a result of holding and administering the Earn-Out Shares, the Warrants and the Transfer Warrants. The Trustee may require reasonable advances in respect of its costs and expenses.

Section 5
Termination; End of the Trust Relationship

The trust relationship may be terminated by the Trustee by written notice, without cause, upon six months' notice and shall end when such termination becomes effective. The trust relationship may further be terminated by the Trustor at any time by written notice without any notice period and with immediate effect.

Section 6
Restriction on Transfer; Confidentiality

6.1 The transfer of rights under this Agreement shall not be permitted without the prior consent of the other party

6.2 The Trustor and the Trustee each undertake toward the other party to keep confidential the trust relationship and all information obtained from it, except where disclosure obligations apply by law; this confidentiality obligation shall not apply vis-à-vis the parties' tax advisers and legal advisers who are themselves bound by professional secrecy..

Section 7
Miscellaneous / Final Provisions

7.1 If any provision of this Agreement is or becomes wholly or partly void, invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. To the extent permitted by law, the void, invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision as most closely reflects, in subject matter, scope, time, place and area of application, the economic purpose intended by the void, invalid or unenforceable provision. The same shall apply to the filling of any gaps in this Agreementt.

7.2 Any amendments or additions to this Agreement must be made in writing unless a stricter form is required.

Freudenstadt, dated

Anette Schmid
(Trustee)

Schmid Aequitas GmbH & Co. KG (Trustor)

represented by its general partner Schmid Aequitas Verwaltung GmbH, itself represented by its managing director Anette Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB

Exhibit 99.13

C. Schmid Beteiligung GmbH & Co. KG

Capital Increase and Transfer Agreement

Recitals

Mr Christian Schmid is the owner of various assets that constitutes special business assets for tax purposes (steuerliches Sonderbetriebsvermögen) of Schmid Grundstücke GmbH & Co. KG. In order to preserve permanently the status of these assets as business assets for tax purposes, Mr Christian Schmid wishes to transfer them to the assets of C. Schmid Beteiligung GmbH & Co. KG in consideration for the grant of partnership rights. For this purpose, in Part A of this deed a capital increase by way of an increase of Mr Christian Schmid's limited partnership contribution is resolved, from EUR 100.00 by EUR 100.00 to EUR 200.00. In discharge of his contribution obligation, Mr Christian Schmid then transfers the assets to the assets of C. Schmid Beteiligung GmbH & Co. KG in Part B.

Part A
Capital Increase

Shareholders' Meeting of
C. Schmid Beteiligung GmbH & Co. KG

C. Schmid Beteiligungsverwaltung GmbH, having its registered seat in Freudenstadt, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRB 762503, and Mr Christian Schmid are the sole partners of C. Schmid Beteiligung GmbH & Co. KG, with registered seat in Freudenstadt, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 733808 (the **"Company"**). By waiving all forms and notice periods for convening, announcing and holding the meeting as prescribed by law and the partnership agreement, they hereby hold a shareholders' meeting of the Company and unanimously resolve as follows:

1. Section 5(1) of the partnership agreement shall be restated as follows:

   "1. For each partner, a Capital Account I, a partner-specific reserve account, a Capital Account II and a loan account shall be maintained."

2. Section 5(2) of the partnership agreement shall be restated as follows:

   "The partner's share of the fixed capital shall be recorded in Capital Account I."

3. The following subsection 5(2a) shall be inserted after Section 5(2) of the partnership agreement:

   "2a. In addition, a partner-specific reserve account (equity account) shall be established for each partner. All contributions by the partner to the equity of the Company shall be recorded in such account, provided that they do not serve to pay in the fixed capital or to fund company-related reserves and are not designated as private contributions to Capital Account II."

4. The fixed capital of the Company (recorded in Capital Account I) shall be increased from EUR 100.00 by EUR 100.00 to EUR 200.00. For this purpose, the limited partner Christian Schmid shall increase his limited partnership contribution (share in the fixed capital) from EUR 100.00 by EUR 100.00 (capital increase amount) to EUR 200.00.

   As consideration for the grant of the increased capital interest, the partner Christian Schmid undertakes to transfer:

   a) 4,979,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, owned by him;

   b) 10,341,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, assigned to him as legatee after Mr Dieter Schmid pursuant to the legacy fulfilment contract dated today attached as **Annex 1**;

   c) the beneficial ownership of the 2,500,000 Earn-Out Shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, granted to him pursuant to the Earn-Out Agreement attached as **Annex 2**;

   d) the beneficial ownership of the 1,000,000 warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, transferred to him pursuant to the Warrant Transfer Agreement dated 29 January 2024 attached as **Annex 3**, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Ms Anette Schmid and him, in each case as transferees;

   e) the beneficial ownership of the additional 1,000,000 transfer warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, to which he is entitled pursuant to the First Amendment to the Warrant Transfer Agreement, dated 28 April 2024 attached as **Annex 4** and entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Ms Anette Schmid and him, in each case as transferees (it being understood that these transfer warrants still have to be transferred by Pegasus Digital Mobility Sponsor LLC).

   to the Company in accordance with the transfer agreement set out in Part B of this deed.

The capital increase amount shall be recorded in Christian Schmid's fixed capital account (Capital Account I). To the extent the value of the above consideration exceeds the capital increase amount, the difference shall be credited to the partner-specific reserve account pursuant to Section 5(2a) of the partnership agreement (see item 3 above).

5. The capital increase amount shall participate in the results of the Company as from the transfer date.

6. The liability amount shall remain unchanged.

7. Section 3 of the partnership agreement shall be restated as follows:

"Section 3
Partners, Capital Interests

1. The general partner is C. Schmid Beteiligungsverwaltung GmbH.

2. The limited partner is Mr Christian Schmid, born on 10 September 1968, residing in Freudenstadt.

3. The Company has fixed capital in the amount of EUR 200.00.

The partners participate therein as follows:

a) Christian Schmid with a fixed capital interest (recorded in Capital Account I) of EUR 200.00, i.e. 100 percent;

b) C. Schmid Beteiligungsverwaltung GmbH has no fixed capital interest and therefore participates in the fixed capital with 0 percent.

The fixed capital interest shall determine the partner's participation in the profits and assets of the Company, any balance payable on dissolution, and its voting rights.

4. The liability amount of the limited partner to be registered in the commercial register is EUR 100.00."

No further resolutions are adopted. The shareholders' meeting is therefore closed.

Freudenstadt, dated May 14, 2026

C. Schmid Beteiligungsverwaltung GmbH,

represented by its managing director Christian Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB

Christian Schmid

Part B
Transfer Agreement

Between

Christian Schmid, with business address at Robert-Bosch-Str. 32-34, 72250 Freudenstadt,

- hereinafter referred to as **"CS"** -

and

C. **Schmid Beteiligung GmbH & Co. KG**, having its registered seat in Freudenstadt and, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 733808, represented by its general partner with unlimited liability, C. Schmid Beteiligungsverwaltung GmbH, having its registered seat in Freudenstadt and, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRB 762503, itself represented by its managing director Christian Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB,

- hereinafter referred to as **"CS-KG"** -

the following Transfer Agreement is entered into:

Section 1
Subject Matter of the Agreement

1.1 Pursuant to the shareholders' resolution set out in Part A of this deed, CS has undertaken to transfer:

a) the 4,979,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, owned by him;

b) the 10,341,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, assigned to him as legatee under the legacy fulfilment contract dated today attached as **Annex 1**, entered into between Ms Anette Schmid and him, as co-heirs in the community of heirs after Dieter Schmid on the one hand, and him as legatee on the other hand;

c) the beneficial ownership of the 2,500,000 Earn-Out Shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, granted to him pursuant to the Earn-Out Agreement attached as **Annex 2**;

d) the beneficial ownership of the 1,000,000 warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, transferred to him pursuant to the Warrant Transfer Agreement dated 29 January 2024 attached as **Annex 3**, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Ms Anette Schmid and CS, in each case as transferees;

e) the beneficial ownership of the additional 1,000,000 transfer warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt, and registered with the Kamer van Koophandel under KVK 89188276, to which he is entitled pursuant to the First Amendment to the Warrant Transfer Agreement, dated 28 April 2024, attached as **Annex 4**, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Ms Anette Schmid and CS, in each case as transferees (it being understood that these transfer warrants still have to be transferred by Pegasus Digital Mobility Sponsor LLC).

to the Company by way of singular succession into the assets of the Company in accordance with this Agreement, in order to discharge his capital contribution obligation.

1.2 The contribution shall be credited in the amount of EUR 100.00 to CS's Capital Account I (equity account) with the Company, and any value in excess thereof shall be recorded in the partner-specific reserve account (equity account).

Section 2
Transfer and Assignment

2.1 In discharge of the obligation described in Section 1.1(a) of this Agreement, CS hereby transfers to CS-KG the 4,979,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, which are owned by him, and hereby assigns such shares to CS-KG with immediate effect. CS-KG accepts the assignment. CS shall arrange for the shares to be transferred into the securities account of CS-KG.

2.2 In discharge of the obligation described in Section 1.1(b) of this Agreement, CS hereby transfers to CS-KG the 10,341,000 shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, owned by him and which were assigned to him as legatee under the legacy fulfilment contract dated today, and hereby assigns such shares to CS-KG with immediate effect. CS-KG accepts the assignment. CS shall arrange for the shares to be transferred into the securities account of CS-KG.

2.3 In discharge of the obligation described in Section 1.1(c) of this Agreement, CS hereby transfers to CS-KG the beneficial ownership in the 2,500,000 Earn-Out Shares in SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, granted to him pursuant to the attached Earn-Out Agreement. CS-KG accepts the transfer. CS and CS-KG are aware that, pursuant to Clause 4 of the Earn-Out Agreement, legal title to the Earn-Out Shares is not transferable. In order instead to transfer beneficial ownership, CS and CS-KG enter into the trust agreement set out in Part C of this deed.

2.4 In discharge of the obligation described in Section 1.1(d) of this Agreement, CS hereby transfers to CS-KG the beneficial ownership of the 1,000,000 warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, which were transferred to him pursuant to the attached Warrant Transfer Agreement dated 29 January 2024. CS-KG accepts the transfer. In order to transfer beneficial ownership, CS and CS-KG enter into the trust agreement set out in Part C of this deed.

2.5 In discharge of the obligation described in Section 1.1(e) of this Agreement, CS hereby transfers to CS-KG the beneficial ownership of the additional 1,000,000 transfer warrants relating to SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, to which he is entitled pursuant to the attached First Amendment to the Warrant Transfer Agreement dated 28 April 2024, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Ms Anette Schmid and CS, in each case as transferees (it being understood that these transfer warrants still have to be transferred by Pegasus Digital Mobility Sponsor LLC). CS-KG accepts the transfer. In order to transfer beneficial ownership, CS and CS-KG enter into the trust agreement set out in Part C of this deed.

Section 3
Transfer Date

The transfer of the transferred assets pursuant to Sections 2.1 through 2.5 shall take effect immediately with economic and tax effect (the **"Transfer Date"**). Benefits and burdens shall also pass as of that time.

Section 4
Tax Neutrality

All transferred assets referred to in Sections 2.1 through 2.5 above shall be transferred into the assets of CS-KG. In this connection, the following particular matters are noted:

a) The transferred assets referred to in Sections 2.1 through 2.5 are civil-law property of CS.

b) The 4,979,000 shares in SCHMID Group N.V. (Section 2.1), having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, constitute special business assets (Sonderbetriebsvermögen) of CS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to CS-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

c) The 10,341,000 shares in SCHMID Group N.V. (Section 2.2), having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, which were assigned to CS as legatee pursuant to the legacy fulfilment contract dated today, constitute special business assets (Sonderbetriebsvermögen) of CS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to CS-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

d) The beneficial ownership of the 2,500,000 Earn-Out Shares in SCHMID Group N.V. (Section 2.3), having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, granted to CS pursuant to the Earn-Out Agreement attached as **Annex 2**, constitutes special business assets (Sonderbetriebsvermögen) of CS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to CS-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

e) The beneficial ownership of the 1,000,000 warrants relating to SCHMID Group N.V. (Section 2.4), having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, transferred to CS pursuant to the Warrant Transfer Agreement dated 29 January 2024 attached as **Annex 3**, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and CS and Ms Anette Schmid, in each case as transferees, constitutes special business assets (Sonderbetriebsvermögen) of CS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to CS-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

f) The beneficial ownership of the additional 1,000,000 transfer warrants relating to SCHMID Group N.V. (Section 2.5), having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276, to which CS is entitled pursuant to the attached First Amendment to the Warrant Transfer Agreement dated 28 April 2024, entered into between Pegasus Digital Mobility Sponsor LLC as transferor and Ms Anette Schmid and CS, in each case as transferees (it being understood that these warrants still have to be transferred by Pegasus Digital Mobility Sponsor LLC), constitutes special business assets (Sonderbetriebsvermögen) of CS in relation to Schmid Grundstücke GmbH & Co. KG, having its registered seat in Freudenstadt and, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 726509. The transfer to CS-KG is tax-neutral pursuant to Section 6(5) sentence 3 no. 2 EStG in exchange for the grant of partnership rights.

Section 5
Miscellaneous / Final Provisions

7.1 The costs of this deed and of the registration in the commercial register shall be borne by the Company.

7.2 If any provision of this Agreement is or becomes wholly or partly void, invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. To the extent permitted by law, the void, invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision as most closely reflects, in subject matter, scope, time, place and area of application, the economic purpose intended by the void, invalid or unenforceable provision. The same shall apply to any gaps in this Agreement.

7.3 Any amendments to or supplements to this Agreement must be made in writing unless a stricter form is required.

Freudenstadt, dated May 14, 2026

Christian Schmid	C. Schmid Beteiligung GmbH & Co. KG represented by its general partner, C. Schmid Beteiligungsverwaltung GmbH, itself represented by its managing director Christian Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB

Part C
Trust Agreement

Between

Christian Schmid, with business address at Robert-Bosch-Str. 32-34, 72250 Freudenstadt,

- hereinafter referred to as the **"Trustee"** -

and

C. **Schmid Beteiligung GmbH & Co. KG**, having its registered seat in Freudenstadt and, registered with the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRA 733808, represented by its general partner with unlimited liability, C. Schmid Beteiligungsverwaltung GmbH, having its registered seat in Freudenstadt and, registered in the commercial register of the Local Court (Amtsgericht) of Stuttgart under HRB 762503, itself represented by its managing director Christian Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB,

- hereinafter referred to as the **"Trustor"** -

the following Trust Agreement is entered into:

Recitals

In SCHMID Group N.V., having its registered seat in Freudenstadt and, registered with the Kamer van Koophandel under KVK 89188276 (hereinafter the **"Company"**), the Trustee holds, pursuant to the Earn-Out Agreement attached as **Annex 2**, 2,500,000 Earn-Out Shares (hereinafter the **"Earn-Out Shares"**) and, pursuant to the Warrant Transfer Agreement dated 29 January 2024 attached as **Annex 3**, a total of 1,000,000 Warrants (hereinafter the **"Warrants"**). In addition, pursuant to the First Amendment to the Warrant Transfer Agreement dated 28 April 2024 attached as **Annex 4**, the Trustee is entitled to the transfer of a further 1,000,000 Warrants (hereinafter the **"Transfer Warrants"**).

Legal title to the Earn-Out Shares is currently not transferable. The Warrants likewise cannot currently be transferred to the existing security account of the Trustor. However, the parties intend, as between themselves, to place the Trustor in the same position as if it had been the owner from today. The Trustor shall therefore become the beneficial owner of the Earn-Out Shares and the Warrants. Legal title to the Earn-Out Shares and the Warrants shall remain with the Trustee until further notice, and the Trustee shall henceforth hold and administer the Earn-Out Shares and the Warrants on trust for the Trustor.

The Transfer Warrants, which are still to be transferred to the Trustee in accordance with **Annex 4**, likewise cannot currently be transferred to the existing security account of the Trustor. However, the parties intend, as between themselves, to place the Trustor in the same position as if it had held the right to the Transfer Warrants from today, with the result that, upon the transfer of the Transfer Warrants to the Trustee, the Trustor shall become the beneficial owner of the Transfer Warrants. Legal title to the Transfer Warrants shall remain with the Trustee until further notice, and the Trustee shall hold and administer the right to the Transfer Warrants and, thereafter, the Transfer Warrants themselves on trust for the Trustor.

Now, therefore, the parties agree as follows:

Section 1
Assumption of the Trust

1.1 With immediate effect, the Trustee shall hold the Earn-Out Shares and the Warrants (the **"Trust Property"**) in trust for the Trustor, for the Trustor's account and risk and in accordance with the Trustor's instructions.

1.2 The Trustee shall hold the Transfer Warrants on trust for the Trustor, for the Trustor's account and risk and in accordance with the Trustor's instructions, from the time the Transfer Warrants are transferred to the Trustee. The parties agree that, from the time of such transfer, the provisions of this Agreement applicable to the Warrants shall apply mutatis mutandis to the Transfer Warrants. Until the Transfer Warrants are transferred to the Trustee, all rights and obligations under **Annex 4** shall be exercised by the Trustee only in consultation with and only on the instructions of the Trustor.

1.3 As between the parties, all proprietary claims arising from the Trust Property shall belong to the Trustor.

1.4 The Trustee shall act in the interest of the Trustor. To the extent the Trust Property is to be recognised in the accounts, it shall be recognised in the accounts of the Trustor.

1.5 The Trustee hereby grants to the Trustor, with effect for the Trustee and beyond the Trustee's death, an irrevocable power of attorney to assign the Trust Property and all rights arising therefrom to itself or to a third party. This power of attorney may be exercised without proof of termination of the trust relationship.

Section 2
Attribution of the Interest; Assignment of Proprietary Claims

2.1 As against third parties, the Trustee is the civil-law holder of the Earn-Out Shares, the Warrants and the Transfer Warrants; as between the parties, and economically, the Earn-Out Shares, the Warrants and the Transfer Warrants shall be attributed to the Trustor. For tax purposes, the Earn-Out Shares, the Warrants and the Transfer Warrants shall be attributed to the Trustor as beneficial owner (Section 39(2) AO).

2.2 The Trustee hereby assigns to the Trustor all present and future proprietary claims arising from the Earn-Out Shares, the Warrants and the Transfer Warrants against the Company, including in particular rights to profit distributions, liquidation proceeds and any balance payable on a winding-up, and the Trustor hereby accepts such assignment..

Section 3
Duties of the Trustee

3.1 The Trustee shall be obliged to surrender to the Trustor everything the Trustee obtains by reason of this trust relationship, unless the Trustee continues to hold and administer it for the Trustor by mutual agreement or unless something else has been expressly agreed. At the Trustor's request, the Trustee shall at any time, to the extent legally permissible, assign the Earn-Out Shares, the Warrants and the Transfer Warrants to the Trustor or to a third party designated by the Trustor.

3.2 The Trustee shall be obliged to exercise or perform the Trustor's rights and obligations in relation to the Earn-Out Shares, the Warrants and the Transfer Warrants in accordance with the Trustor's instructions, to the extent permissible under law, the Company's constitutional documents or any other applicable agreements. Before exercising rights arising from the Earn-Out Shares, the Warrants or the Transfer Warrants, the Trustee shall obtain the Trustor's prior instructions. If it is not possible to obtain prior instructions or if no instruction has been given, the Trustee shall obtain the Trustor's subsequent approval. If no instructions are given to the Trustee, the Trustee shall act in the interest of the Trustor while observing the Trustee's duties of loyalty under company law toward the Company.

3.3 The Trustee shall be obliged to provide the Trustor with any information that the Trustee, as shareholder, may request from the Company, to the extent permissible under law, the Company's constitutional documents or any other applicable agreements.

3.4 In all other respects, the Trustee shall be liable to the Trustor only for the degree of care the Trustee customarily exercises in the Trustee's own affairs.

Section 4
Duties of the Trustor

4.1 The Trustor shall indemnify and hold harmless the Trustee from and against all claims of whatever nature asserted against the Trustee by reason of the fact that it holds and administers the Earn-Out Shares, the Warrants and the Transfer Warrants on trust for the Trustor.

4.2 The Trustor shall reimburse the Trustee for all expenses and costs associated with the trust, to the extent incurred for the proper performance of the Trustee's duties under this Agreement and unless otherwise agreed. This shall also apply to any tax burdens incurred by the Trustee as a result of holding and administering the Earn-Out Shares, the Warrants and the Transfer Warrants. The Trustee may require reasonable advances in respect of its costs and expenses.

Section 5
Termination; End of the Trust Relationship

The trust relationship may be terminated by the Trustee by written notice, without cause, upon six months' notice and shall end when such termination becomes effective. The trust relationship may further be terminated by the Trustor at any time by written notice without any notice period and with immediate effect.

Section 6
Restriction on Transfer; Confidentiality

6.1 The transfer of rights under this Agreement shall not be permitted without the prior consent of the other party.

6.2 The Trustor and the Trustee each undertake toward the other party to keep confidential the trust relationship and all information obtained from it, except where disclosure obligations apply by law; this confidentiality obligation shall not apply vis-à-vis the parties' tax advisers and legal advisers who are themselves bound by professional secrecy.

Section 7
Miscellaneous / Final Provisions

7.1 If any provision of this Agreement is or becomes wholly or partly void, invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. To the extent permitted by law, the void, invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision as most closely reflects, in subject matter, scope, time, place and area of application, the economic purpose intended by the void, invalid or unenforceable provision. The same shall apply to the filling of any gaps in this Agreement.

7.2 Any amendments or additions to this Agreement must be made in writing unless a stricter form is required.

Freudenstadt, dated May 14, 2026

Christian Schmid
(Trustee)

C. Schmid Beteiligung GmbH & Co. KG (Trustor)

represented by its general partner, C. Schmid Beteiligungsverwaltung GmbH, itself represented by its managing director Christian Schmid, authorised to represent the company individually and exempt from the restrictions of Section 181 BGB

Exhibit 99.14

JOINT FILING AGREEMENT – Schedule 13D

The undersigned hereby agree that they are filing this statement jointly pursuant to Rule 13d-1(k)(1). Each of them is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

In accordance with Rule 13d-1(k)(1) promulgated under the Securities and Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other on behalf of each of them of to such a statement on Schedule 13D with respect to the common stock of beneficially owned by each of them. This Joint Filing Agreement shall be included as an exhibit to such Schedule 13D.

Dated: November 16, 2026

Anette Schmid

By: _____
Name: Anette Schmid
Title: Director

Christian Schmid

By: _____
Name: Christian Schmid
Title: Chief Executive Officer & Director

Schmid Aequitas GmbH & Co. KG

By: _____
Name: Anette Schmid
Title: Authorized Representative

C. Schmid Beteiligung GmbH & Co. KG

By: _____
Name: Christian Schmid
Title: Authorized Representative

Exhibit 99.15

VOTING AGREEMENT

This Voting Agreement (this "**Agreement**") is entered into by and between Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG and C. Schmid Beteiligung GmbH & Co. KG (the "**Parties**").

Recitals

WHEREAS, the Parties beneficially own ordinary shares of SCHMID Group N.V., a Dutch company listed on The Nasdaq Stock Market ("Nasdaq");

WHEREAS, the Parties together beneficially own more than 50% of the voting power of the Company; and

WHEREAS, the Shareholders wish to memorialize their agreement to act as a "group" within the meaning of Section 13(d)(3) of the Securities Exchange

Act of 1934, as amended (the "Exchange Act"), and Rule 13d-5 thereunder, and to qualify the Company as a "controlled company" within the meaning of Nasdaq Listing Rule 5615(c).

NOW, THEREFORE, the Shareholders agree as follows:

1. **Agreement to Vote Together.** At every meeting of the shareholders of the Company, however called, and in every action by written consent of the shareholders of the Company, each Party shall vote (or cause to be voted) all Shares beneficially owned by such Party in accordance with the joint determination prior to the applicable vote. The Shareholders shall consult in good faith with respect to each matter submitted for a vote of the Company's shareholders, including the election of directors.

2. **Group Status; Controlled Company Status.** The Parties acknowledge and agree that:

(a) by reason of this Agreement, they constitute a "group" within the meaning of Section 13(d)(3) of the Exchange Act and Rule 13d-5 thereunder, and shall cooperate in good faith with respect to any joint filings required under Section 13(d) of the Exchange Act, including a Schedule 13D and any amendments thereto; and

(b) as a result of their combined beneficial ownership and this Agreement, the Company qualifies as a "controlled company" within the meaning of Nasdaq Listing Rule 5615(c), and the Shareholders shall cooperate with the Company in connection with any disclosures or filings necessary to evidence such status.

3. **Term**. This Agreement shall commence on the date hereof and continue until the earliest of: (a)) the written notice of one of the Parties to terminate this agreement, or (b) the date on which the Parties cease, in the aggregate, to beneficially own more than 50% of the voting power of the Company.

4. **Miscellaneous.** This Agreement: (a) shall be governed by the laws of Germany, without regard to its conflicts of laws principles; (b) constitutes the entire agreement of the Parties with respect to the subject matter hereof; (c) may be amended only by a writing signed by the Parties; and (d) may be executed in counterparts, including by electronic signature.

IN WITNESS WHEREOF, the Shareholders have executed this Agreement as of the date first written above.

Dated: May 18, 2026

Anette Schmid

By: _____
Name: Anette Schmid
Title: Director

Christian Schmid

By: _____
Name: Christian Schmid
Title: Chief Executive Officer & Director

Schmid Aequitas GmbH & Co. KG

By: _____
Name: Anette Schmid
Title: Authorized Representative

C. Schmid Beteiligung GmbH & Co. KG

By: _____
Name: Christian Schmid
Title: Authorized Representative

Exhibit 99.16

SUBSCRIPTION AGREEMENT

SCHMID Group N.V.
Robert-Bosch-Str. 32-36,
72250 Freudenstadt
Germany

Ladies and Gentlemen:

This subscription agreement (the "**Subscription Agreement**") is being entered into by and between SCHMID Group N.V. (the "**Company**"), a Dutch public limited liability company (*naamloze vennootschap*), and each of the board members of the Company, as set out in Annex A (each an "**Investor**" and together the "**Investors**"), for ordinary shares in the share capital of the Company ("**Shares**").

The Investors have individual claims against the Company of an aggregate of EUR 350,000 (the "**Outstanding Claims**") as further set out in Annex A. In connection with this outstanding debt, the Company will issue Shares (the "**Subscribed Shares**") to each of the Investors against set-off of the Outstanding Claims, subject to the terms and conditions of this Subscription Agreement. The closing of the transaction by issuance of the Subscribed Shares to an account of each of the Investors at the Company's share transfer agent Continental Stock Transfer & Trust Company ("**Continental**") (the "**Closing**") will be performed as soon as possible after entering into this Subscription Agreement (the date on which the Closing occurs, the "**Closing Date**") with the Company informing each of the Investors through a written share issuance notice (which can be by e-mail) once the Company's board of directors (or the compensation committee) has approved the issuance of the Subscribed Shares (the "**Share Issuance Notice**").

The exact number of issued shares shall be calculated by dividing the Outstanding Claims by the Average VWAP at the applicable EUR/USD reference rate published by the ECB at the end of the day the Average VWAP period ends.

"**Average VWAP**" means 80% of the arithmetic average of the Daily VWAPs for the five (5) Trading Days immediately preceding the date of the Share Issuance Notice.

"**Daily VWAP**" means the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "SHMD <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume- weighted average price is unavailable, the market value of one share of the Common Stock on such Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The "Daily VWAP" shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

In connection therewith, and in consideration of the foregoing and the mutual representations, and subject to the conditions, set forth herein, and intending to be legally bound hereby, the Investors and the Company hereby agrees as follows:

1. **ISSUANCE AND TRANSFER**

(a) Each of the Investors hereby irrevocably agrees to subscribe for and purchase from the Company, and the Company hereby irrevocably agrees to issue and sell to the Investors, the Subscribed Shares on the terms and subject to the conditions provided for herein through a set-off of the Outstanding Claims.

(b) On the Closing Date, the Company shall issue to the Investors, and the Investors shall subscribe for, the Subscribed Shares in compliance with the laws of the Netherlands, including but not limited to issuance through Dutch notarial deeds (the "**Share Issuance**"), and the Company shall procure that the ownership over the Subscribed Shares for each of the Investors is registered with Continental.

(c) Upon completion of the Share Issuance and upon the Investors becoming the sole legal and beneficial owner of the Subscribed Shares as evidenced by an updated entry in the share registry of the Company at Continental, the obligation of the Company to repay the Outstanding Claims shall be deemed to have been fully and irrevocably discharged.

2. **INVESTOR REPRESENTATIONS AND WARRANTIES**

Each Investor represents and warrants to the Company, individually and not jointly, that:

(a) The Investor (i) is acquiring the Subscribed Shares only for his, her or its own account and not for the account of others, and (ii) is not acquiring the Subscribed Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any securities laws of the United States or any other jurisdiction. The Investor further acknowledges that it is aware that the sale to it is being made in reliance on a private placement exemption from registration under the Securities Act and is acquiring the Subscribed Shares for its own account or for an account over which it exercises sole discretion for another qualified institutional buyer or accredited investor.

(b) The Investor acknowledges that the Subscribed Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Subscribed Shares have not been and will not immediately be registered under the Securities Act or any other applicable securities laws, and thus will not be immediately available for trading on Nasdaq or any other stock exchange. The Investor acknowledges and agrees that the Subscribed Shares are being offered for resale in transactions not requiring registration under the Securities Act, and unless so registered, may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act except in compliance with the registration requirements of the Securities Act or any other applicable securities laws, pursuant to any exemption therefrom or in a transaction not subject thereto. The Investor acknowledges that the Subscribed Shares will be subject to transfer restrictions under applicable securities laws and, as a result of these transfer restrictions, the Investor may not be able to readily offer, resell, transfer, pledge or otherwise dispose of the Subscribed Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Investor acknowledges that the Subscribed Shares will not be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 promulgated under the Securities Act until at least one year from the Closing Date. The Investor acknowledges and agrees that it has been advised to consult legal counsel and tax and accounting advisors prior to making any offer, resale, transfer, pledge or disposition of any of the Subscribed Shares.

(c) The Investor acknowledges and agrees that the Investor is purchasing the Subscribed Shares from the Company. The Investor further acknowledges that there have been no representations or warranties on which the Investor may rely on in purchasing the Subscribed Shares made to the Investor by or on behalf of the Company or any of their respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing or any other person or entity, expressly or by implication, other than those representations or warranties, of the Company expressly set forth in this Subscription Agreement. The Investor understands that, save as otherwise set forth in the Registration Statement (as defined below) or any SEC Report, certain financial information (whether historical or in the form of financial forecasts or projections) of the Company has been prepared and reviewed solely by the Company and its respective officers, directors and employees, as applicable, and have not been reviewed by any outside party or certified or audited by an independent third-party auditor or audit firm.

(d) The Investor acknowledges and agrees that the Investor has received such information as the Investor deems necessary in order to make an investment decision with respect to the Subscribed Shares, including with respect to the business of the Company and its direct and indirect subsidiaries. Without limiting the generality of the foregoing, the Investor acknowledges that he, she or it has reviewed, the SEC Reports and other information as the Investor have deemed necessary to make an investment decision with respect to the Subscribed Shares. However, neither any such inquiries, nor any due diligence investigation conducted by the Investor or any of the Investor's professional advisors nor anything else contained herein, shall modify, limit, or otherwise affect the Investor's right to rely on each of the representations and warranties of the Company contained in this Subscription Agreement. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the opportunity to ask such questions, receive such answers and obtain such information from the Company as the Investor and such Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Subscribed Shares.

(e) The Investor acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Subscribed Shares, including those set forth in the SEC Reports. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Subscribed Shares, and the Investor has sought such accounting, legal and tax advice as the Investor has considered necessary to make an informed investment decision. The Investor acknowledges that, except for representations and warranties of the Company set forth in this Subscription Agreement, the Company has not provided any tax or financial advice or any other representation or guarantee regarding the tax or financial consequences of the transactions contemplated by this Subscription Agreement or the Transaction. The Investor is able to sustain a complete loss on its investment in the Subscribed Shares; and has no reason to anticipate any change in circumstances, financial or otherwise, which may cause or require any sale or distribution of all or any part of the Subscribed Shares in violation of applicable securities laws.

(f) Alone, or together with any professional advisor(s), the Investor has adequately analyzed and considered the risks of an investment in the Subscribed Shares and, assuming the accuracy of representations and warranties set forth in this Subscription Agreement, determined that the Subscribed Shares are a suitable investment for the Investor and that the Investor is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Investor's investment in the Company. The Investor acknowledges specifically that a possibility of total loss exists.

(g) In making its decision to purchase the Subscribed Shares, the Investor has relied solely upon independent investigation made by the Investor and the representations and warranties expressly set forth in this Subscription Agreement.

(h) The Investor acknowledges that it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the Subscribed Shares and has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment.

(i) The Investor acknowledges and agrees that no U.S. federal or state agency has passed upon or endorsed the merits of the offering of the Subscribed Shares or made any findings or determination as to the fairness of this investment.

Nothing herein is intended to limit the Investor's ability, subject to compliance with applicable securities laws, to trade in securities of issuers who may be in the same, or a similar, sector as the Company.

3. **TERMINATION**

This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, with the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement; provided that nothing herein will relieve any party from liability for any material breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from any such material breach.

4. **MISCELLANEOUS**

(a) Neither this Subscription Agreement nor any rights that may accrue to the parties hereunder (other than the Subscribed Shares, if any) may be transferred or assigned without the prior written consent of each of the other parties hereto.

(b) The Company may request from each Investor such additional information the Company may reasonably deem necessary to register the resale of the Subscribed Shares and evaluate the eligibility of each Investor to acquire the Subscribed Shares, and each Investor shall as promptly as reasonably practicable provide such information as may reasonably be requested to the extent readily available.

(c) Each Investor acknowledges that the Company will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement.

(d) The Company is entitled to rely upon this Subscription Agreement and each is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby; provided, however, that the foregoing clause of this Section 4(d) shall not give the Company any rights other than those expressly set forth herein. Each Investor is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby; provided, however, that the foregoing clause of this Section 4(d) shall not give any of the Investors any rights other than those expressly set forth herein.

(e) All of the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing Date until the expiry of the applicable statute of limitations. For the avoidance of doubt, unless this Agreement has been terminated prior to Closing Date, all representations, warranties, covenants and agreements of the parties hereunder shall survive the consummation of the Transaction and remain in full force and effect until the expiry of the applicable statute of limitations.

(f) This Subscription Agreement may not be amended, modified, waived or terminated (other than pursuant to the terms of Section 3 above) except by an instrument in writing, signed by each of the parties hereto. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

(g) This Subscription Agreement (including the schedule hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

(h) Except as otherwise expressly provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

(i) If any provision of this Subscription Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(j) This Subscription Agreement may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(k) The parties hereto acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Subscription Agreement, without posting a bond or undertaking and without proof of damages, to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

(l) This Subscription Agreement shall be governed by and construed in accordance with the laws of the Germany (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters (including any action, suit, litigation, arbitration, mediation, claim, charge, complaint, inquiry, proceeding, hearing, audit, investigation or reviews by or before any governmental entity related hereto), including matters of validity, construction, effect, performance and remedies.

(m) Each party hereto hereby, and any person asserting rights as a third-party beneficiary may do so only if it, irrevocably agrees that any action, suit or proceeding between or among the parties hereto, whether arising in contract, tort or otherwise, arising in connection with any disagreement, dispute, controversy or claim arising out of or relating to this Subscription Agreement or any related document or any of the transactions contemplated hereby or thereby ("**Legal Dispute**") shall be brought only to the exclusive jurisdiction of the courts of Stuttgart, Germany, and each party hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. During the period a Legal Dispute that is filed in accordance with this Section 5(m) is pending before a court, all actions, suits or proceedings with respect to such Legal Dispute or any other Legal Dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each party hereto and any person asserting rights as a third-party beneficiary may do so only if it hereby waives, and shall not assert as a defense in any Legal Dispute, that (a) such party is not personally subject to the jurisdiction of the above named courts for any reason, (b) such action, suit or proceeding may not be brought or is not maintainable in such court, (c) such party's property is exempt or immune from execution, (d) such action, suit or proceeding is brought in an inconvenient forum, or (e) the venue of such action, suit or proceeding is improper. A final judgment in any action, suit or proceeding described in this Section 5(m) following the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable laws. EACH OF THE PARTIES HERETO AND ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY MAY DO SO ONLY IF IT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND FOR ANY COUNTERCLAIM RELATING THERETO. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY HERETO NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, NO PARTY HERETO NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

(n) Any notice or communication required or permitted hereunder to be given to a party hereto shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier to such address(es) or email address(es) set forth on the signature page hereto, and shall be deemed to be given and received (i) when so delivered personally, or (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email.

5. **DISCLOSURE**

The Company shall issue one or more press releases or file with the SEC a Current Report on Form 6-K (collectively, the "**Disclosure Document**") disclosing all material terms of the transactions contemplated hereby and any other material, nonpublic information that the Company has provided to each Investor at any time prior to the filing of the Disclosure Document.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, each of the Investors has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

21 May 2026

Prof. Dr. Sir Ralf Speth

By: _____

Anette Schmid

By: _____

Christian Schmid

By: _____

Dr. Annedore Streyl

By: _____

Boo-Keun Yoon

By: _____

(Signature Page to the Subscription Agreement)

IN WITNESS WHEREOF, the Company has accepted this Subscription Agreement as of the date set forth below.

21 May 2026

SCHMID Group N.V.

By: _____
Name: Arthur Schuetz
Title: CFO SCHMID Group N.V.

(Signature Page to the Subscription Agreement)

Annex A

Pro. Dr. Sir Ralf Speth: EUR 82,500

Anette Schmid: EUR 95,000

Christan Schmid: EUR 70,000

Dr. Annedore Streyl: EUR 57,500

Boo-Keun Yoon: EUR 45,000

Exhibit 99.17

SET-OFF AGREEMENT

This Agreement on the issuance of shares against set-off of payment obligations (the "**Agreement**") is made and entered into as of May 21, 2026 (the "**Effective Date**")

BY AND AMONG

(1) SCHMID Group N.V., a Dutch public limited liability company with its registered address at Robert-Bosch-Str. 32-36, 72250 Freudenstadt, Germany ("**SCHMID**");

(2) Christian Schmid;

(3) Helmut Rauch;

(4) Anette Schmid;

(5) Christian Buchner;

(6) Thomas Widmann;

(7) Heiko Vogel; and

(8) Laurent Nicolet (each a "**SCHMID Manager**", and together the "**SCHMID Managers**" and together with SCHMID, the "**Parties**"),

RECITALS

WHEREAS, the SCHMID Managers have claims outstanding in relation to bonus compensation due to them for fiscal year 2023 in relation to their function as employees of the SCHMID Group;

WHEREAS, SCHMID has assumed such obligations under a debt assumption agreement between SCHMID and Gebr. SCHMID GmbH;

WHEREAS, SCHMID has thus outstanding payment obligations against the SCHMID Managers in a total amount of EUR 768,012 (the "**Outstanding Claims**") which are set out in Annex A for each SCHMID Manager.

WHEREAS, SCHMID and each of the SCHMID Managers that are parties to this Agreement also intend to enter into a subscription agreement on or about the date of this Agreement (the "**Subscription Agreement**"), pursuant to which SCHMID will agree to issue ordinary shares in its share capital at a share price based on a certain volume-weighted average price of SCHMID shares as set out in such Subscription Agreement (the "**Subscribed Shares**") to each of the SCHMID Managers as set out in Annex A.

WHEREAS, in order to enable the set-off of the Outstanding Claims against the subscription price of the Subscribed Shares, the Parties hereto enter into this Agreement as follows:

1. Share Transfer for Discharge of the Outstanding Claims through Set-off

1.1. Upon the Closing (as defined in the Subscription Agreement) and the legal and successful issuance of the Subscribed Shares by SCHMID to each of the SCHMID Managers in accordance with the terms and conditions of the Subscription Agreement, SCHMID and each of the SCHMID Managers, individually, not jointly, agree that all Outstanding Claims shall be fully satisfied and irrevocably discharged (the "**Share Transfer**").

1.2. Each of the SCHMID Managers shall provide any required technical documentation to SCHMID that SCHMID reasonably requests, to facilitate the issuance of the Subscribed Shares to the SCHMID Managers though Dutch notarial deeds or other documentation as required and the registration of the ownership the Subscribed Shares with SCHMID Group's share transfer agent Continental Stock Transfer & Trust Company ("**Continental**").

1.3. Upon completion of the Share Transfer through Continental, each of the SCHMID Managers shall become the sole legal and beneficial owner of the Subscribed Shares through an entry in the share registry at Continental. The SCHMID Managers shall not assert any further claims against SCHMID in respect of the Outstanding Claims.

1.4. Each of the SCHMID Managers, individually, not jointly, agrees and acknowledges that the Subscribed Shares will be issued to them based on a private placement exemption from applicable U.S. securities laws and will not be immediately registered under the U.S. Securities Act of 1933 and thus are not available for trading on the Nasdaq or any other stock exchange at the time of this Agreement.

2. Miscellaneous

2.1. This Agreement and all claims or causes of action based upon, arising out of, or related to this Agreement or the Transaction shall be governed by and construed in accordance with the Laws of Germany without regard to the conflict of laws principles thereof. The exclusive place of jurisdiction for all disputes under or in connection with this Agreement is Stuttgart, Germany.

2.2. This Agreement may be executed in counterparts (including by means of facsimile or scanned and emailed signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

[Signature pages follow]

SCHMID Group N.V.

By: _____
Name: Arthur Schuetz
Title: CFO SCHMID Group N.V.

(Signature Page to the Set-off Agreement)

Christian Schmid

By: _____

Helmut Rauch

By: _____

Anette Schmid

By: _____

Christian Buchner

By: _____

Thomas Widmann

By: _____

Heiko Vogel

By: _____

Laurent Nicolet

By: _____

(Signature Page to the Set-off Agreement)

Annex A

Christan Schmid: EUR 187,906

Helmut Rauch: EUR 174,960

Anette Schmid: EUR 122,640

Christian Buchner: EUR 111,690

Thomas Widmann: EUR 84,768

Heiko Vogel: EUR 39,451

Laurent Nicolet: EUR 46,597

Exhibit 99.18

DEBT ASSUMPTION AGREEMENT

This Agreement on the assumption of certain payment obligations of Gebr. Schmid GmbH by SCHMID Group N.V. (the "**Agreement**") is made and entered into as of May 21, 2026 (the "**Effective Date**")

BY AND AMONG

(1) SCHMID Group N.V., a Dutch public limited liability company with its registered address at Robert-Bosch-Str. 32-36, 72250 Freudenstadt, Germany ("**SCHMID**");

(2) Gebr. Schmid GmbH, a German limited liability company with its registered address at Robert-Bosch-Str. 32-36, 72250 Freudenstadt, Germany (the "**Gebr. Schmid GmbH**");

(3) Christian Schmid;

(4) Helmut Rauch;

(5) Anette Schmid;

(6) Christian Buchner;

(7) Thomas Widmann (each a "**SCHMID Manager**", and together the "**SCHMID Managers**" and together with SCHMID, the "**Parties**"),

RECITALS

WHEREAS, Gebr. Schmid GmbH has certain payment obligations due to a bonus agreements towards the SCHMID Managers;

WHEREAS, the Parties intend to agree in a set-off agreement and a subscription agreement to set-off a total of EUR 681,964 of payment obligations (as set out in Schedule A, the "**Outstanding Claims**") against the issuance of shares by SCHMID.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The Parties agree that on and from the Effective Date, (a) SCHMID agrees to assume all Outstanding Claims as set out in Schedule A of Gebr. Schmid GmbH to the SCHMID Managers and that SCHMID is substituted for Gebr. Schmid GmbH as a party against consideration from Gebr. Schmid GmbH as set out in Clause 2, (b) each SCHMID Manager, individually and not jointly, irrevocably and unconditionally releases Gebr. Schmid GmbH from all Outstanding Claims, whether present or future, actual or contingent, as set out in Schedule A.

2. Each SCHMID Manager agrees to the assumption of debt by SCHMID of the Outstanding Claims and agrees to the release of all obligations of Gebr. Schmid GmbH in relation to the Outstanding Claims.

3. In consideration of the assumption of the Outstanding Claims by SCHMID from Gebr. Schmid GmbH, SCHMID hereby grants a loan in the principal amount of EUR 681,964 to Gebr. Schmid GmbH at an interest rate of 1% above the 3-month Euribor p.a. with such loan maturing on 31 December 2026 and with such loan being automatically extended by 12 months unless Gebr. Schmid GmbH provides a written termination notice to SCHMID until at least 6 months prior to the applicable maturity date.

4. This Agreement and all claims or causes of action based upon, arising out of, or related to this Agreement or the Transaction shall be governed by and construed in accordance with the Laws of Germany without regard to the conflict of laws principles thereof. The exclusive place of jurisdiction for all disputes under or in connection with this Agreement is Stuttgart, Germany.

5. This Agreement may be executed in counterparts (including by means of facsimile or scanned and emailed signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

[Signature pages follow]

SCHMID Group N.V.

By: _____
Name: Arthur Schuetz
Title: CFO SCHMID Group N.V.

Gebr. Schmid GmbH

By: _____
Name: Julia Natterer
Title: CFO Gebr. SCHMID GmbH

(Signature Page to the Debt Assumption Agreement)

Christian Schmid

By: _____

Helmut Rauch

By: _____

Anette Schmid

By: _____

Christian Buchner

By: _____

Thomas Widmann

By: _____

(Signature Page to the Debt Assumption Agreement)

Schedule A

The Outstanding Claims amount to EUR 681,964 due to a certain bonus agreements between Gebr. SCHMID GmbH and the SCHMID Managers for the fiscal year 2023 in the following amounts:

- Christan Schmid: EUR 187,906
- Helmut Rauch: EUR 174,960
- Anette Schmid: EUR 122,640
- Christian Buchner: EUR 111,690
- Thomas Widmann: EUR 84,768

Exhibit 99.19

SUBSCRIPTION AGREEMENT

SCHMID Group N.V.
Robert-Bosch-Str. 32-36,
72250 Freudenstadt
Germany

Ladies and Gentlemen:

This subscription agreement (the "**Subscription Agreement**") is being entered into by and between SCHMID Group N.V. (the "**Company**"), a Dutch public limited liability company (*naamloze vennootschap*), and each of the managers of the SCHMID Group, as set out in Annex A (each an "**Investor**" and together the "**Investors**"), for ordinary shares in the share capital of the Company ("**Shares**").

The Investors have individual claims against the Company of an aggregate of EUR 768,012 (the "**Outstanding Claims**") as further set out in Annex A. In connection with this outstanding debt, the Company will issue Shares (the "**Subscribed Shares**") to each of the Investors against set-off of the Outstanding Claims, subject to the terms and conditions of this Subscription Agreement. The closing of the transaction by issuance of the Subscribed Shares to an account of each of the Investors at the Company's share transfer agent Continental Stock Transfer & Trust Company ("**Continental**") (the "**Closing**") will be performed as soon as possible after entering into this Subscription Agreement (the date on which the Closing occurs, the "**Closing Date**") with the Company informing each of the Investors through a written share issuance notice (which can be by e-mail) once the Company's board of directors (or the compensation committee) has approved the issuance of the Subscribed Shares (the "**Share Issuance Notice**").

The exact number of issued shares shall be calculated by dividing the Outstanding Claims by the Average VWAP at the applicable EUR/USD reference rate published by the ECB at the end of the day the Average VWAP period ends.

"**Average VWAP**" means 80% of the arithmetic average of the Daily VWAPs for the five (5) Trading Days immediately preceding the date of the Share Issuance Notice.

"**Daily VWAP**" means the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "SHMD <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume- weighted average price is unavailable, the market value of one share of the Common Stock on such Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The "Daily VWAP" shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

In connection therewith, and in consideration of the foregoing and the mutual representations, and subject to the conditions, set forth herein, and intending to be legally bound hereby, the Investors and the Company hereby agrees as follows:

1. **ISSUANCE AND TRANSFER**

(a) Each of the Investors hereby irrevocably agrees to subscribe for and purchase from the Company, and the Company hereby irrevocably agrees to issue and sell to the Investors, the Subscribed Shares on the terms and subject to the conditions provided for herein through a set-off of the Outstanding Claims.

(b) On the Closing Date, the Company shall issue to the Investors, and the Investors shall subscribe for, the Subscribed Shares in compliance with the laws of the Netherlands, including but not limited to issuance through Dutch notarial deeds (the "**Share Issuance**"), and the Company shall procure that the ownership over the Subscribed Shares for each of the Investors is registered with Continental.

(c) Upon completion of the Share Issuance and upon the Investors becoming the sole legal and beneficial owner of the Subscribed Shares as evidenced by an updated entry in the share registry of the Company at Continental, the obligation of the Company to repay the Outstanding Claims shall be deemed to have been fully and irrevocably discharged.

2. **TAX OBLIGATIONS**

(a) Each Investor's tax obligation arising from the Share Issuance (the "**Tax Obligation**") shall be calculated by the Company in EUR on the basis of the Fair Market Value (Average VWAP converted at the applicable EUR/USD reference rate published by the ECB at the end of the day the Average VWAP period ends) of the Subscribed Shares allocated to such Investor in accordance with this Agreement, and shall not be subject to subsequent adjustment based on the market value of the Ordinary Shares at the Closing Date or thereafter.

(b) Each Investor hereby irrevocably authorizes the Company to satisfy the Tax Obligation by acquiring from such Investor, as an integral part of the Closing, a number of Subscribed Shares (the "**Withholding Shares**") having an aggregate Fair Market Value (calculated at the Average VWAP) equal to the Tax Obligation, with customary upward rounding to the nearest whole share. The Withholding Shares shall be acquired at a per-share consideration equal to the Average VWAP (converted into EUR at the applicable EUR/USD reference rate at end of the day the Average VWAP period ends).

(c) The Tax Obligation and the corresponding number of Withholding Shares shall be final and binding. No Investor shall have any entitlement, claim, or obligation with respect to any difference between the fair market value of the Withholding Shares at the time of the Closing and any subsequent disposal price of the Withholding Shares, all such differences being treasury share capital movements attributable exclusively to the Company.

(d) The Withholding Shares shall, from Closing, be held by the Company as treasury shares pursuant to (i) the share repurchase authorization granted by the Company's general meeting of shareholders in accordance with Article 2:98 of the Dutch Civil Code, and (ii) the requirements of applicable corporate and tax.

(e) The Company shall remit the Tax Obligation, in cash and in full, to the competent tax and social security authorities at the times required by applicable law, irrespective of the timing or proceeds of any subsequent disposal of the Withholding Shares.

3. **INVESTOR REPRESENTATIONS AND WARRANTIES**

Each Investor represents and warrants to the Company, individually and not jointly, that:

(a) The Investor (i) is acquiring the Subscribed Shares only for his, her or its own account and not for the account of others, and (ii) is not acquiring the Subscribed Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any securities laws of the United States or any other jurisdiction. The Investor further acknowledges that it is aware that the sale to it is being made in reliance on a private placement exemption from registration under the Securities Act and is acquiring the Subscribed Shares for its own account or for an account over which it exercises sole discretion for another qualified institutional buyer or accredited investor.

(b) The Investor acknowledges that the Subscribed Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Subscribed Shares have not been and will not immediately be registered under the Securities Act or any other applicable securities laws, and thus will not be immediately available for trading on Nasdaq or any other stock exchange. The Investor acknowledges and agrees that the Subscribed Shares are being offered for resale in transactions not requiring registration under the Securities Act, and unless so registered, may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act except in compliance with the registration requirements of the Securities Act or any other applicable securities laws, pursuant to any exemption therefrom or in a transaction not subject thereto. The Investor acknowledges that the Subscribed Shares will be subject to transfer restrictions under applicable securities laws and, as a result of these transfer restrictions, the Investor may not be able to readily offer, resell, transfer, pledge or otherwise dispose of the Subscribed Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Investor acknowledges that the Subscribed Shares will not be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 promulgated under the Securities Act until at least one year from the Closing Date. The Investor acknowledges and agrees that it has been advised to consult legal counsel and tax and accounting advisors prior to making any offer, resale, transfer, pledge or disposition of any of the Subscribed Shares.

(c) The Investor acknowledges and agrees that the Investor is purchasing the Subscribed Shares from the Company. The Investor further acknowledges that there have been no representations or warranties on which the Investor may rely on in purchasing the Subscribed Shares made to the Investor by or on behalf of the Company or any of their respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing or any other person or entity, expressly or by implication, other than those representations or warranties, of the Company expressly set forth in this Subscription Agreement. The Investor understands that, save as otherwise set forth in the Registration Statement (as defined below) or any SEC Report, certain financial information (whether historical or in the form of financial forecasts or projections) of the Company has been prepared and reviewed solely by the Company and its respective officers, directors and employees, as applicable, and have not been reviewed by any outside party or certified or audited by an independent third-party auditor or audit firm.

(d) The Investor acknowledges and agrees that the Investor has received such information as the Investor deems necessary in order to make an investment decision with respect to the Subscribed Shares, including with respect to the business of the Company and its direct and indirect subsidiaries. Without limiting the generality of the foregoing, the Investor acknowledges that he, she or it has reviewed, the SEC Reports and other information as the Investor have deemed necessary to make an investment decision with respect to the Subscribed Shares. However, neither any such inquiries, nor any due diligence investigation conducted by the Investor or any of the Investor's professional advisors nor anything else contained herein, shall modify, limit, or otherwise affect the Investor's right to rely on each of the representations and warranties of the Company contained in this Subscription Agreement. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the opportunity to ask such questions, receive such answers and obtain such information from the Company as the Investor and such Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Subscribed Shares.

(e) The Investor acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Subscribed Shares, including those set forth in the SEC Reports. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Subscribed Shares, and the Investor has sought such accounting, legal and tax advice as the Investor has considered necessary to make an informed investment decision. The Investor acknowledges that, except for representations and warranties of the Company set forth in this Subscription Agreement, the Company has not provided any tax or financial advice or any other representation or guarantee regarding the tax or financial consequences of the transactions contemplated by this Subscription Agreement or the Transaction. The Investor is able to sustain a complete loss on its investment in the Subscribed Shares; and has no reason to anticipate any change in circumstances, financial or otherwise, which may cause or require any sale or distribution of all or any part of the Subscribed Shares in violation of applicable securities laws.

(f) Alone, or together with any professional advisor(s), the Investor has adequately analyzed and considered the risks of an investment in the Subscribed Shares and, assuming the accuracy of representations and warranties set forth in this Subscription Agreement, determined that the Subscribed Shares are a suitable investment for the Investor and that the Investor is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Investor's investment in the Company. The Investor acknowledges specifically that a possibility of total loss exists.

(g) In making its decision to purchase the Subscribed Shares, the Investor has relied solely upon independent investigation made by the Investor and the representations and warranties expressly set forth in this Subscription Agreement.

(h) The Investor acknowledges that it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the Subscribed Shares and has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment.

(i) The Investor acknowledges and agrees that no U.S. federal or state agency has passed upon or endorsed the merits of the offering of the Subscribed Shares or made any findings or determination as to the fairness of this investment.

Nothing herein is intended to limit the Investor's ability, subject to compliance with applicable securities laws, to trade in securities of issuers who may be in the same, or a similar, sector as the Company.

4. **TERMINATION**

This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, with the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement; provided that nothing herein will relieve any party from liability for any material breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from any such material breach.

5. **MISCELLANEOUS**

(a) Neither this Subscription Agreement nor any rights that may accrue to the parties hereunder (other than the Subscribed Shares, if any) may be transferred or assigned without the prior written consent of each of the other parties hereto.

(b) The Company may request from each Investor such additional information the Company may reasonably deem necessary to register the resale of the Subscribed Shares and evaluate the eligibility of each Investor to acquire the Subscribed Shares, and each Investor shall as promptly as reasonably practicable provide such information as may reasonably be requested to the extent readily available.

(c) Each Investor acknowledges that the Company will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement.

(d) The Company is entitled to rely upon this Subscription Agreement and each is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby; provided, however, that the foregoing clause of this Section 4(d) shall not give the Company any rights other than those expressly set forth herein. Each Investor is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby; provided, however, that the foregoing clause of this Section 4(d) shall not give any of the Investors any rights other than those expressly set forth herein.

(e) All of the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing Date until the expiry of the applicable statute of limitations. For the avoidance of doubt, unless this Agreement has been terminated prior to Closing Date, all representations, warranties, covenants and agreements of the parties hereunder shall survive the consummation of the Transaction and remain in full force and effect until the expiry of the applicable statute of limitations.

(f) This Subscription Agreement may not be amended, modified, waived or terminated (other than pursuant to the terms of Section 3 above) except by an instrument in writing, signed by each of the parties hereto. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

(g) This Subscription Agreement (including the schedule hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

(h) Except as otherwise expressly provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

(i) If any provision of this Subscription Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(j) This Subscription Agreement may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(k) The parties hereto acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Subscription Agreement, without posting a bond or undertaking and without proof of damages, to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

(l) This Subscription Agreement shall be governed by and construed in accordance with the laws of the Germany (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters (including any action, suit, litigation, arbitration, mediation, claim, charge, complaint, inquiry, proceeding, hearing, audit, investigation or reviews by or before any governmental entity related hereto), including matters of validity, construction, effect, performance and remedies.

(m) Each party hereto hereby, and any person asserting rights as a third-party beneficiary may do so only if it, irrevocably agrees that any action, suit or proceeding between or among the parties hereto, whether arising in contract, tort or otherwise, arising in connection with any disagreement, dispute, controversy or claim arising out of or relating to this Subscription Agreement or any related document or any of the transactions contemplated hereby or thereby ("**Legal Dispute**") shall be brought only to the exclusive jurisdiction of the courts of Stuttgart, Germany, and each party hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. During the period a Legal Dispute that is filed in accordance with this Section 5(m) is pending before a court, all actions, suits or proceedings with respect to such Legal Dispute or any other Legal Dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each party hereto and any person asserting rights as a third-party beneficiary may do so only if it hereby waives, and shall not assert as a defense in any Legal Dispute, that (a) such party is not personally subject to the jurisdiction of the above named courts for any reason, (b) such action, suit or proceeding may not be brought or is not maintainable in such court, (c) such party's property is exempt or immune from execution, (d) such action, suit or proceeding is brought in an inconvenient forum, or (e) the venue of such action, suit or proceeding is improper. A final judgment in any action, suit or proceeding described in this Section 5(m) following the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable laws. EACH OF THE PARTIES HERETO AND ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY MAY DO SO ONLY IF IT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND FOR ANY COUNTERCLAIM RELATING THERETO. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY HERETO NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, NO PARTY HERETO NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

(n) Any notice or communication required or permitted hereunder to be given to a party hereto shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier to such address(es) or email address(es) set forth on the signature page hereto, and shall be deemed to be given and received (i) when so delivered personally, or (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email.

6. **DISCLOSURE**

The Company shall issue one or more press releases or file with the SEC a Current Report on Form 6-K (collectively, the "**Disclosure Document**") disclosing all material terms of the transactions contemplated hereby and any other material, nonpublic information that the Company has provided to each Investor at any time prior to the filing of the Disclosure Document.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, each of the Investors has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

May 21, 2026

Christian Schmid

By: _____

Helmut Rauch

By: _____

Anette Schmid

By: _____

Christian Buchner

By: _____

Thomas Widmann

By: _____

Heiko Vogel

By: _____

Laurent Nicolet

By: _____

(Signature Page to the Subscription Agreement)

IN WITNESS WHEREOF, the Company has accepted this Subscription Agreement as of the date set forth below.

May 21, 2026

SCHMID Group N.V.

By: _____
Name: Arthur Schuetz
Title: CFO SCHMID Group N.V.

(Signature Page to the Subscription Agreement)

Annex A

Christan Schmid: EUR 187,906

Helmut Rauch: EUR 174,960

Anette Schmid: EUR 122,640

Christian Buchner: EUR 111,690

Thomas Widmann: EUR 84,768

Heiko Vogel: EUR 39,451

Laurent Nicolet: EUR 46,597

Exhibit 99.20

JOINDER AGREEMENT

TO

VOTING AGREEMENT

AND

JOINT FILING AGREEMENT

This JOINDER AGREEMENT (this "**Joinder Agreement**"), dated as of May 26, 2026, is entered into by and among Anette Schmid, Christian Schmid, Schmid Aequitas GmbH & Co. KG, C. Schmid Beteiligung GmbH & Co. KG (collectively, the "**Existing Parties**") and Schmid Grundstücke GmbH & Co. KG (the "**Joining Party**").

RECITALS

WHEREAS, the Existing Parties are party to that certain Voting Agreement, dated May 18, 2026 (the "**Voting Agreement**");

WHEREAS, the Existing Parties are also party to that certain Joint Filing Agreement – Schedule 13D, dated May 18, 2026 (the "**Joint Filing Agreement**" and, together with the Voting Agreement, the "**Existing Agreements**");

WHEREAS, the Joining Party beneficially owns ordinary shares of SCHMID Group N.V. and desires to become a party to each of the Existing Agreements;

WHEREAS, the Existing Parties are willing to admit the Joining Party as a party to each of the Existing Agreements on the terms set forth herein;

WHEREAS, it is understood that the Joining Party is solely controlled by Anette Schmid with the same effect as applies to Schmid Aequitas GmbH & Co. KG.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

A. Joinder to Voting Agreement

The Joining Party hereby acknowledges that it has received and reviewed the Voting Agreement and, effective as of the date hereof, agrees to become a party to the Voting Agreement and to be bound by, and comply with, all of the terms, covenants and provisions thereof applicable to a "Party" thereunder, with the same force and effect as if the Joining Party were an original signatory thereto. From and after the date hereof, the term "Parties" in the Voting Agreement shall include the Joining Party.

B. Joinder to Joint Filing Agreement

The Joining Party hereby acknowledges that it has received and reviewed the Joint Filing Agreement and, effective as of the date hereof, agrees to become a party thereto and to be bound by all of the terms thereof with the same force and effect as if the Joining Party were an original signatory thereto.

Without limiting the foregoing, the Joining Party agrees that any statement on Schedule 13D (and any amendments thereto) filed pursuant to the Joint Filing Agreement may be filed on its behalf together with the other parties thereto in accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended. The Joining Party further agrees that it shall be responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning the Joining Party contained therein, but shall not be responsible for the completeness or accuracy of the information concerning any other person making the filing unless it knows or has reason to believe that such information is inaccurate.

C. Confirmation of Existing Agreements

Except as expressly provided herein, each of the Existing Agreements shall remain in full force and effect in accordance with its terms.

D. Miscellaneous

Capitalized terms used but not defined herein shall have the meanings assigned to them in the applicable Existing Agreement.

This Joinder Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

This Joinder Agreement, solely as it relates to the Voting Agreement, shall be governed by the laws of Germany. This Joinder Agreement, solely as it relates to the Joint Filing Agreement, shall be governed by applicable U.S. federal securities laws.

This Joinder Agreement shall constitute a written amendment and supplement to each Existing Agreement solely for the purpose of admitting the Joining Party as a party thereto.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement as of the date first written above.

Dated: November 16, 2026

ANETTE SCHMID

By: _____
Name: Anette Schmid

CHRISTIAN SCHMID

By: _____
Name: Christian Schmid

SCHMID AEQUITAS GMBH & CO. KG

By: _____
Name: Anette Schmid
Title: Authorized Representative

C. SCHMID BETEILIGUNG GMBH & CO. KG

By: _____
Name: Christian Schmid
Title: Authorized Representative

SCHMID GRUNDSTÜCKE GMBH & CO. KG

By: _____
Name: Anette Schmid
Title: Authorized Representative

Exhibit 99.21

GIFT AGREEMENT

(*Schenkungsvertrag*)

between

(1) **Christian Schmid**, born 10 September 1968, residing at Zeppelinstraße 18, 72250 Freudenstadt,

– hereinafter referred to as the **"Donor"** –

(2) **Helmut Rauch**, born 5 August 1967, residing at Salamanderweg 5, 72250 Freudenstadt,

– hereinafter referred to as the **"Donee"** –; the persons named under (1) and (2) above jointly the **"Parties"** and each individually a **"Party"** –

Preamble

(A) The Donor holds shares in SCHMID Group N.V., a company incorporated under the laws of the Netherlands with its administrative seat in Freudenstadt, registered with the Kamer van Koophandel under KVK 89188276 (the **"Company"**).

(B) The Donor and the Donee have been bound by friendship for many years. The gift is made out of personal attachment and particular personal trust. The Parties expressly agree that this grant is exclusively privately motivated and bears no connection to the Donee's corporate office or professional activity.

(C) The Donor wishes to grant the Donee a portion of his shares by way of gift as an expression of his gratitude.

(D) In particular, the gift is not made:

a. as consideration for services already rendered or to be rendered in the future,

b. as remuneration, bonus or incentive,

c. as a component of a participation or compensation scheme,

d. or to motivate or retain the Donee in his professional function.

(E) The transfer is made irrespective of the continued existence of any employment or corporate-office relationships.

NOW, THEREFORE, the Parties agree as follows:

1. Subject Matter of the Agreement

1.1 The Donor hereby gifts to the Donee 500,000 ordinary shares (ISIN NL00150021T1) in the Company (the **"Shares"**). The Company is a company incorporated under the laws of the Netherlands; its shares are listed on NASDAQ.

1.2 The gift comprises all rights associated with the Shares, in particular the right to dividends, subscription rights, voting rights and all other ancillary rights.

1.3 The Donor will arrange for the Shares to be transferred to the Donee's securities account with Quirin Privatbank AG, account number 7352 4397 01, IBAN: DE31 1011 0600 7352 4397 01.

2. Acceptance of the Gift

The Donee hereby gratefully accepts the gift.

3. Reason for the Gift

The gift is made gratuitously. It is an expression of the Donor's personal attachment to the Donee. In particular, by making this transfer the Donor wishes to express his gratitude for the fact that the Donee was, and is, willing to assume guardianship of the Donor's minor children in the event of the Donor's death, as part of the Donor's private succession and precautionary arrangements.

No consideration, conditions or obligations are attached to the gift.

4. Completion of the Gift

4.1 The gift is completed by transferring the Shares from the Donor's securities account to the Donee's securities account designated in Section 1.3. The Donor shall issue the requisite instruction to his custodian bank.

4.2 Upon the crediting of the Shares to the Donee's securities account, the gift shall be deemed completed; as of that point in time the Donee shall become the sole owner of the Shares.

4.3 Profit shares (dividends) whose distribution is resolved before the Shares are credited to the Donee's securities account shall accrue to the Donor; profit shares resolved after that point in time shall accrue to the Donee.

4.4 All costs and fees associated with the transfer of the Shares shall be borne by the Donor.

5. Revocation of the Gift

5.1 The gift may be revoked if the Donee is guilty of gross ingratitude by committing a serious offence against the Donor or a close relative of the Donor (Section 530 German Civil Code (BGB)). Serious offences shall in particular be deemed to include severe insults, intentional bodily harm, criminal offences against the Donor or his relatives, as well as other acts which, according to the circumstances of the individual case, are to be regarded as gross ingratitude.

5.2 The gift may furthermore be revoked if, following completion of the gift, the Donor is unable to provide for his reasonable maintenance (Section 528 BGB).

6. Legal Consequences of Revocation

6.1 If the gift is effectively revoked, the Donee shall be obliged to re-transfer the Shares to the Donor. The re-transfer shall be governed by the provisions on the surrender of unjust enrichment (Sections 812 et seq. BGB).

6.2 If re-transfer of the Shares is impossible, the Donee shall be obliged to provide compensation for their value. The compensation shall be determined by reference to the stock exchange price of the Shares at the time of revocation.

6.3 The Donee shall be obliged to surrender the benefits derived from the Shares to be re-transferred, in particular dividends.

7. Liability and Warranty

The Donor assumes no warranty in respect of the Shares. His liability for any defects is excluded to the fullest extent legally permissible.

8. Taxes

8.1 The Parties agree that the present grant constitutes a gratuitous gift subject to the tax provisions governing gifts.

8.2 The gift tax arising from the gift shall be borne by the Donee.

8.3 The Parties shall each notify the competent tax office of the gift within the statutory period of three months (Section 30 German Inheritance and Gift Tax Act (ErbStG)).

9. Applicable Law

9.1 The obligations under the law of obligations arising from this Agreement (obligatory transaction – Verpflichtungsgeschäft) shall be governed by the law of the Federal Republic of Germany, excluding its conflict-of-laws rules.

9.2 The transfer of title to the Shares in rem (disposition – Verfügungsgeschäft), by contrast, shall not be governed by German law but by the law applicable to the Shares, namely the law of the State of New York, USA.

10. Final Provisions

10.1 Written Form

Amendments and supplements to this Agreement must be made in writing, unless a stricter form is prescribed by law. This shall also apply to any waiver of the written-form requirement itself.

10.2 Severability Clause

Should any provision of this Agreement be or become invalid, the validity of the remaining provisions shall not be affected thereby. The Parties undertake to replace the invalid provision with a valid arrangement that comes as close as possible to the economic purpose of the invalid provision.

10.3 Place of Jurisdiction

To the extent legally permissible, the place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the domicile of the Donor.

10.4 Entry into Force

This Agreement shall enter into force upon signature by both Parties.

Place, date:

Donor Christian Schmid	**Donee** Helmut Rauch