

**Control and  
Profit Transfer Agreement**

between

Dürr Aktiengesellschaft ('Dürr AG')

and

Dürr IT Service GmbH ('Company')

**Preamble**

- (A) The Company has its registered office in Stuttgart and is entered under reference HRB 735913 in the Commercial Register at the Stuttgart district court.
- (B) Dürr AG, which has its registered office in Stuttgart and is entered under reference HRB 13677 in the Commercial Register at the Stuttgart district court, holds all of the Company's shares.

**§ 1 Management**

- (1) The Company places the management of its firm under the control of Dürr AG.
- (2) Dürr AG is thus entitled to issue instructions to the Company's directors with respect to the management of the Company. The Company's directors are obliged to follow these instructions. Dürr AG can request at any time to inspect the Company's books and records and to receive information on the Company's business affairs. The management and representation of the Company remain the responsibility of the Company's directors.
- (3) Dürr AG will issue instructions through its Board of Management or – where legally permissible – through authorised individuals, specifying the scope and duration of their authority to issue such instructions. When issuing instructions they must exercise the due care and diligence of a prudent and conscientious manager.
- (4) Instructions must be issued in writing or by telefax or, if they are issued orally, must be confirmed in writing or by telefax without delay.
- (5) Dürr AG cannot instruct the Company's directors to amend, maintain or terminate this Agreement.

## **§ 2 Transfer of profits**

- (1) The Company undertakes to transfer all of its profits to Dürr AG in accordance with the provisions of the latest version of Section 301 of the German Stock Corporation Act (*Aktiengesetz [AktG]*).
- (2) The Company may, with the consent of Dürr AG, transfer amounts from its net income to its other revenue reserves (Section 272 (3) of the German Commercial Code (*Handelsgesetzbuch [HGB]*) to the extent that is permitted by commercial law and financially justified on the basis of sound commercial judgement.
- (3) Other reserves or any profit carried forward from the period prior to the commencement of this Agreement can be neither transferred as profits nor used to offset any net loss.
- (4) The entitlement to have profits transferred becomes due at the end of each of the Company's financial years.

## **§ 3 Assumption of losses**

The provisions of the latest version of Section 302 AktG apply *mutatis mutandis* to the assumption of losses.

## **§ 4 Effective date and term of the Agreement**

- (1) The Agreement will be concluded subject to its approval by the Annual General Meeting of Dürr AG and the Company's shareholders' meeting. It will come into effect once it has been entered in the Company's Commercial Register and will apply – with the exception of the right to issue instructions as specified in § 1 – retrospectively to the period from the beginning of the Company's financial year in which the Agreement is entered in the Commercial Register. The entitlement to have profits transferred or losses assumed will thus apply for the first time to the Company's full financial year in which the Agreement is entered in the Commercial Register.
- (2) In order to meet the timing requirements of Section 14 (1) no. 3 sentence 1 of the German Corporation Tax Act (*Körperschaftsteuergesetz [KStG]*), the Agreement cannot be terminated until a period of five full years (i.e. 60 months) has elapsed since the beginning of the Company's financial year in which the Agreement came into effect, provided that six months' notice is given and that the Company's financial year ends on this date; otherwise the Agreement cannot be terminated until the end of the Company's financial year in progress on this date if the same period of notice is given. If the Agreement is not terminated, it is extended until the end of the Company's following financial year and is subject to the same notice period. Notice must be given in writing. Compliance with this notice period is determined by the time at which the other party receives the letter of termination.
- (3) The right to terminate the Agreement for cause without notice remains unaffected. Dürr AG is entitled to terminate the Agreement for cause at any time if it no longer

holds the majority of voting rights in the Company or for any other cause within the meaning of the latest versions of Section 297 (1) AktG or Section 14 (1) no. 3 sentence 2 KStG (such cause is deemed to include, but is not limited to, the sale or spin-off of the Company by Dürr AG or the merger, demerger or liquidation of either Dürr AG or the Company). In place of such termination the parties can revoke the Agreement by mutual consent with immediate effect if the preconditions for termination for cause have been met.

- (4) When the Agreement ends, Dürr AG must furnish the Company's creditors with collateral security in accordance with Section 303 AktG.

## **5 Final provisions**

- (1) The cost of certifying the resolution adopted by the Company's shareholders' meeting to approve this Agreement and the cost of entering the Agreement in the Commercial Register are borne by the Company.
- (2) If any provision in this Agreement is or becomes ineffective, the remaining provisions will apply nonetheless. The parties undertake to replace the ineffective provision with one that corresponds most closely to the commercial purpose of the ineffective provision within the framework of what is legally permissible. This approach applies *mutatis mutandis* if the Agreement contains an omission.

Bietigheim-Bissingen, 15 February 2021      Bietigheim-Bissingen, 15 February 2021

Dürr Aktiengesellschaft

Dürr IT Service GmbH

Dietmar Heinrich

Ursula Ziwey

ppa. Torsten Hartmann

ppa. Konrad Westphal

***Please note:***

**This is a convenience translation. Only the German text is legally binding.**