- Translation for convenience-

Annual General Meeting of Heidelberger Druckmaschinen Aktiengesellschaft on July 28, 2016

On Item 6 of the Agenda

Draft

"Control and profit transfer agreement

*between **Heidelberger Druckmaschinen AG,** based in Heidelberg, registered in the commercial register of the Mannheim District Court under HRB 330004,*

*- hereinafter referred to as the "**Parent Company**" -*

and

***Gallus Druckmaschinen GmbH**, based in Langgöns, registered in the commercial register of the Gießen District Court under HRB 1762,*

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

1
Control

(1) The Subsidiary is under the administration of the Parent Company. The Parent Company is therefore entitled to issue instructions to the managers of the Subsidiary regarding its management of the company.

(2) Regardless of the right to issue instructions, the management and representation of the Subsidiary are the responsibility of the managers of the Subsidiary.

2
Profit transfer

(1) The Subsidiary undertakes to transfer its entire profits to the Parent Company in accordance with all provisions of section 301Aktiengesetz (AktG – German Stock Corporation Act) as amended.

(2) Other revenue reserves recognized during the term of this agreement must be reversed by the Subsidiary at the behest of the Parent Company and transferred as profit.

(3) *With the approval of the parent company, the subsidiary can transfer sums from the net income for the year to other revenue reserves (section 272 (3) Handelsgesetzbuch (HGB - German Commercial Code) to the extent permitted by commercial law and economically justifiable in line with prudent business judgment.*

(4) *The entitlement to profit transfer arises as of the end of the financial year of the Subsidiary. It becomes due at the value date at this time.*

3
Loss absorption

The provisions of section 302 AktG apply accordingly as amended.

4
Start, duration, effective date

(1) *The agreement becomes effective on entry in the commercial register of the Subsidiary. In relation to section 1, the agreement applies to the period after entry of this agreement in the commercial register of the Subsidiary. Moreover, it applies retroactively from the start of the financial year of the Subsidiary in which this agreement is entered in the commercial register of the Subsidiary.*

(2) *The agreement is concluded for a period of five years, counting from the time it becomes effective in accordance with (1) sentence 3. If this period of five years ends during an ongoing financial year of the Subsidiary, the minimum term of the agreement in accordance with sentence 1 extends until the end of this financial year. Thereafter, the agreement continues indefinitely unless it is terminated in writing with notice of one month in compliance with the above minimum term.*

(3) *Moreover, the agreement can be terminated in writing for cause without notice. In particular, cause exists if the Parent Company no longer holds a majority of voting rights in the Subsidiary, the Parent Company sells or contributes its shares in the Subsidiary, the Parent Company or the Subsidiary is merged, hived off, or liquidated, or an external shareholder invests in the subsidiary for the first time as defined by section 307 AktG.*

5
Closing provisions

(1) *If one or more of the provisions of this agreement are or become void or unenforceable, or this agreement contains one or more regulatory loopholes, this does not affect the validity of the other provisions of this agreement. In place of the void or unenforceable provision, a provision shall apply that reliably most closely approximates the economic effect of the void or unenforceable provision. In place of the regulation containing a loophole, a regulation shall apply that the parties would have agreed as regards their economic intent, had they realized the loophole.*

(2) The provisions of sections 14 and 17 of the Körperschaftssteuergesetz (KStG - German Corporation Tax Act) as currently amended, or the corresponding successor regulations, apply to the interpretation of the individual provisions of this agreement. If individual provisions of this agreement conflict with section 3, section 3 takes precedence over these provisions."