- Translation for Convenience-

Profit transfer agreement

between

Heidelberger Druckmaschinen Aktiengesellschaft, headquartered in Heidelberg, entered in the commercial register of the Mannheim District Court under HRB 330004,

- also referred to hereinafter as the **"parent company"** -

and

Heidelberger Druckmaschinen Subscription GmbH, headquartered in Wiesloch, entered in the commercial register of the Mannheim District Court under HRB new,

- also referred to hereinafter as the **"subsidiary"** -

- also referred to hereinafter jointly as the **"parties"** and individually as a **"party"** -

Recitals

(1) The sole shareholder of the subsidiary is the parent company. The financial year of the subsidiary runs from April 1 of each year to March 31 of the following year.

(2) A profit transfer agreement is to be entered into between the parent company and the subsidiary with effect from the beginning of the financial year of the subsidiary in which this agreement is entered in the commercial register of the subsidiary. Now, therefore, the parent company and the subsidiary enter into the following profit transfer agreement:

Article 1
Profit transfer

(1) The subsidiary undertakes to transfer all its profits to the parent company in accordance with all provisions of section 301 of the Aktiengesetz (AktG – German Stock Corporation Act) as amended from time to time.

(2) Other retained earnings recognized during the term of this agreement must be reversed by the subsidiary at the request of the parent company and transferred as profit.

(3) With the approval of the parent company, the subsidiary can transfer amounts from the net income for the year to retained earnings (section 272 (3) of the Handelsgesetzbuch (HGB – German Commercial Code)) to the extent that is permitted by commercial law and is economically justifiable in line with prudent business judgment.

(4) The entitlement to the profit transfer arises at the end of the respective financial year of the subsidiary and falls due on the value date at this time.

Article 2
Loss absorption

The provisions of section 302 AktG as amended from time to time apply accordingly.

Article 3
Effective date and duration

(1) The agreement becomes effective on entry in the commercial register of the subsidiary. The agreement applies retroactively from the beginning 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 section (1) sentence 2. If this period of five years ends during a current financial year of the subsidiary, the minimum term of the agreement in accordance with sentence 1 is extended to the end of thiat 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 good cause without notice. Good cause is present in particular if

a) the parent company no longer holds an equity interest with the majority of the voting rights in the subsidiary,

b) the parent company sells or contributes its shares in the subsidiary,

c) the parent company or the subsidiary is merged, spun off, or liquidated, or

d) an external shareholder invests in the subsidiary for the first time within the meaning of section 307 AktG.

Article 4
Final 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 gap, 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 a regulatory gap, a regulation shall apply that the parties would have agreed as regards their economic intent, had they realized the regulatory gap.

(2) The provisions of section 14 and section 17 of the Körperschaftssteuergesetz (KStG – German Corporation Tax Act) as amended from time to time, 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 2, section 2 takes precedence over these provisions.

Wiesloch, March 21, 2022

For Heidelberger Druckmaschinen Aktiengesellschaft:

Marcus A. Wassenberg Member of the Management Board	Dr. Rupert Felder Authorized signatory

For Heidelberger Druckmaschinen Subscription GmbH:

Ralf Steger Managing director	Alexander Müller Authorized signatory