

Domination agreement

between

PVA TePla AG, Im Westpark 10-12, 35435 Wettengel, represented by its Management Board,

- hereinafter referred to as "PVA TePla" -

and

desconpro engineering GmbH, Max-Eyth-Str. 8, 73460 Hüttlingen, represented by its management

- hereinafter referred to as
"DESCONPRO".

§ 1

Shareholding structure

- (1) PVA TePla is the sole shareholder of DESCONPRO. DESCONPRO has no outside shareholders within the meaning of Section 304 (1) AktG.
- (2) At the same time, a profit transfer agreement is concluded between PVA TePla and DESCONPRO.
- (3) This domination agreement is concluded separately from the aforementioned profit transfer agreement.

§ 2

Management

- (2) DESCONPRO places the management of its company under the control of PVA TePla. Accordingly, PVA TePla is entitled to issue instructions to the management DESCONPRO for the management of the company, whether of a general nature or relating to specific matters.

Individual cases. § Section 308 of the German Stock Corporation Act (AktG) applies accordingly in its currently valid version. PVA TePla exercises its right to issue instructions through its Management Board.

- (3) DESCONPRO will follow the instructions of PVA TePla.

§ 3

Duration

- (1) The agreement between PVA Tepla and DESCONPRO shall become effective upon its entry in the commercial register of DESCONPRO, but no earlier than January 1, 2026.
- (2) This contract is concluded for an indefinite period. It can be terminated in writing with a notice period of six months.
- (3) The right to terminate for good cause without observing a notice period remains unaffected. PVA TePla is entitled to terminate for good cause in particular if it sells its interest in DESCONPRO or if one of the cases regulated in R 14.5 para. 6 sentence 2 KStR 2022 or an administrative instruction replacing it applies.
- (4) If the agreement ends, PVA TePla must provide security to the creditors of DESCONPRO in accordance with Section 303 AktG.

§ 4

Approvals

The effectiveness of this agreement is subject to approval by the General Meeting of PVA TePla and the shareholders' meeting of DESCONPRO.

§ 5

Miscellaneous

The invalidity or unenforceability of one or more provisions of this agreement shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or alternatively replaced by a provision that ensures, in particular, the tax recognition of this Domination Agreement.

Wettenberg, the _____

Wettenberg, the _____

Jalin Ketter / Markus Groß
PVA TePla AG

Alexander Sienz
desconpro engineering GmbH