

Profit transfer agreement

between

PVA TePla AG, Im Westpark 10-12, 35435 Wetzlar, 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

PVA TePla is the sole shareholder of DESCONPRO. DESCONPRO has no outside shareholders within the meaning of Section 304 (1) AktG.

§ 2

Profit transfer

- (1) DESCONPRO to transfer its entire profit to PVA TePla. Profit in this sense is the net profit for the year that would have been reported by DESCONPRO without the profit transfer, less any loss carried forward from the previous year. § Section 2 (2) remains unaffected.
- (2) With the consent of PVA TePla, DESCONPRO may transfer amounts from the profit defined in Section 2 (1) to other revenue reserves (Section 272 (3) HGB), insofar as this is permissible under commercial law and economically justified based on prudent business judgment. If, during the term of this agreement, DESCONPRO

If amounts have been allocated to other revenue reserves in accordance with Section 272 (3) HGB, these may - to the extent legally permissible - be transferred as profit at the request of PVA TePla after reversal. The transfer of other reserves, profit carryforwards and reserves that originate from the time before the commencement of this agreement at DESCONPRO is not permitted. The same applies to capital reserves, regardless of whether they were formed before or after this agreement came into force. The provisions of Section 301 of the German Stock Corporation Act (AktG) apply accordingly in the respective valid version.

§ 3

Loss absorption

The provisions of Section 302 of the German Stock Corporation Act (AktG) apply accordingly in their respective valid version.

§ 4

Duration

- (1) The agreement between PVA Tepla and DESCONPRO becomes effective upon its entry in the commercial register of DESCONPRO. However, it shall apply for the first time for DESCONPRO's financial year beginning on January 1, 2026.
- (2) The agreement is valid for an indefinite period. It can only be terminated with a notice period of six months to the end of the financial year of DESCONPRO, but at the earliest to the end of the financial year after which the corporate and trade tax group to be established by this agreement has fulfilled its minimum tax term (according to the current legal situation, five years; Section 14 para. 1 sentence 1 no. 3 in conjunction with Section 17 of the German Corporation Tax Act (KStG). § Section 17 KStG, Section 2 (2) sentence 2 GewStG).
- (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.

§ 5

Approvals

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

§ 6

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 profit transfer agreement.

Wettenberg, the _____

Wettenberg, the _____

Jalin Ketter / Markus Groß
PVA TePla AG

Alexander Sienz
desconpro engineering GmbH