

Domination agreement

between

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

- hereinafter referred to as
"PVA TePla" -

and

of PVA Industrial Vacuum Systems GmbH, Im Westpark 10 - 12, 35435 Wettenberg, represented
by its Management Board

- hereinafter referred to as
"PVA IVS".

§ 1

Shareholding structure

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

There is already a profit and loss transfer agreement between PVA TePla and PVA IVS in the version dated May 4, 2023.

This control agreement is concluded separately from the existing profit and loss transfer agreement.

§ 2

Management

- (1) PVA IVS now places the management of its company under the control of PVA TePla. Accordingly, PVA TePla is authorized to delegate the management of PVA IVS to the management of the company and to issue instructions to the Supervisory Board, whether of a general nature or relating to specific 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.

- (2) PVA IVS will follow the instructions of PVA TePla.

§ 3

Duration

- (1) The Agreement between PVA Tepla and PVA IVS shall become effective upon its entry in the commercial register of PVA IVS.
- (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 PVA IVS or if one of the cases regulated in R 14.5 para. 6 sentence 2 KStR 2022 or an administrative order replacing it applies.
- (4) When the agreement ends, PVA TePla must pay the creditors of PVA IVS the corresponding § Section 303 AktG to provide security

§ 4

Approvals

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

§ 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 / Carl Markus Groß
PVA TePla AG

Dr. Udo Broich
PVA Industrial Vacuum Systems GmbH