

## Domination agreement

between

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

- hereinafter referred to as "PVA TePla" -

and

DIVE imaging systems GmbH, Max-Eyth-Str. 8, 73460 Hüttlingen, represented by its management

- hereinafter referred to as "DIVE".

### § 1

#### Shareholding structure

- (1) PVA TePla is the sole shareholder of DIVE. DIVE has no outside shareholders within the meaning of Section 304 (1) AktG.
- (2) A profit and loss transfer agreement is concluded between PVA TePla and DIVE at the same time.
- (3) This control agreement is concluded separately from the aforementioned profit and loss transfer agreement.

### § 2

#### Management

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

cases. § Section 308 AktG applies accordingly in its currently valid version. PVA TePla exercises its right to issue instructions through its Management Board.

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

### § 3

#### Duration

- (1) The agreement between PVA Tepla and DIVE shall become effective upon its entry in the commercial register of DIVE, but no earlier than January 1, 2026.
- (2) This contract is concluded for an indefinite period. It may be terminated in writing with six months' notice.
- (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 DIVE or if one of the cases regulated in R 14.5 (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 DIVE in accordance with Section 303 AktG.

### § 4

#### Approvals

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

## § 5

Other

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

\_\_\_\_\_  
Dr. Philipp Wollmann  
DIVE imaging systems GmbH