

Joint report of the Management Board of PVA TEPLA AG and the management of DIVE imaging systems GmbH regarding the domination agreement between PVA TEPLA AG and DIVE imaging systems GmbH

1. General information

PVA TePla AG, headquartered in Wetttemberg, registered in the commercial register of the local court of Gießen under HRB 6545, ("**PVA TePla**") concluded a domination agreement ("**Domination Agreement**") with DIVE imaging systems GmbH, headquartered in Radeberg, registered in the commercial register of the local court of Dresden under HRB 43717, ("**DIVE**") on [May 7], 2025.

The shareholders' meeting of DIVE approved the domination agreement on May 8, 2025.

In accordance with Section 293a AktG, the Management Board of PVA TePla, together with the management of DIVE, submits the following report on the domination agreement to inform the shareholders and partners of both companies:

2. Participating companies

2.1 PVA TePla

PVA TePla is a listed stock corporation and the parent company of a globally active group of high-tech companies operating in the field of system development for vacuum, high-temperature and plasma processes as well as quality inspections.

PVA TePla's current share capital has remained unchanged since 2008 and amounts to EUR 21,749,988. In fiscal year 2024, the Group generated sales revenues of around EUR 270.1 million and EBITDA of around EUR 47.8 million.

2.2 DIVE

PVA TePla acquired all shares in DIVE from Dr. Philipp Wollmann, Dr. Wulf Grählert, Oliver Throl, Gösta Reißmann and proanders kontrageleich GmbH by way of

a purchase and transfer agreement dated April 24, 2025. DIVE has thus been a wholly owned subsidiary of PVA TePla since May 6, 2025.

The statutory object of the company is the development of technology for non-destructive optical testing, the development, manufacture, sale and maintenance of equipment and systems in this regard as well as the development, programming, sale and maintenance of software that serves the aforementioned business objects. It also provides scientific and technological services and economic, technical and scientific advice and support, including the brokering of business relationships. DIVE was founded on January 5, 2023 with a share capital of EUR 25,000 (entered in the commercial register of the Dresden Local Court under HRB 43717 on February 6, 2023). The share capital has remained unchanged since DIVE was founded.

A profit and loss transfer agreement is concluded between PVA TePla and DIVE at the same time.

DIVE will be included in the consolidated financial statements of PVA TePla in the future.

3. Legal and economic reasons for the conclusion of the domination agreement

The control agreement takes into account the close economic and legal relationship that exists between DIVE and PVA TePla. The services of DIVE as a legally independent subsidiary are to be flexibly available to the rest of the Group. PVA TePla hopes that the possibility of exerting direct influence on the management of DIVE will enable it to integrate DIVE into the Group in a more profitable way than simply transferring profits. In addition, a management level for the Material Solutions and Metrology product groups, to which Dive also belongs, has been created at AG level, which will benefit from this opportunity.

The conclusion of the domination agreement is irrelevant for a consolidated tax group between PVA and DIVE for corporation and trade tax purposes; it is not established as a result. In the absence of financial integration, a consolidated tax group for income tax purposes can only be established from the 2026 financial year and also requires the conclusion of a profit and loss transfer agreement.

The effective conclusion of the domination agreement and its entry in the commercial register lead to organizational integration within the scope of the consolidated VAT group (here: from 1.1.2026). If DIVE is also financially and economically integrated into the PVA TePla company, the VAT group is established. The sales within the VAT group are then not taxable (so-called internal sales); advance VAT returns and annual VAT returns must be submitted by PVA TePla (parent company).

4. Explanation of the control agreement

The control agreement essentially contains the following provisions:

4.1 § 1 Shareholding structure

§ Section 1 of the domination agreement states that PVA TePla is the sole shareholder of DIVE and that DIVE has no outside shareholders within the meaning of Section 304 (1) AktG. It is also clarified that the domination agreement is to be concluded separately from the profit and loss transfer agreement.

4.2 § 2 Management

§ Section 2 (1) of the domination agreement stipulates that DIVE, as a dependent company, is subject to the management of PVA TePla as the controlling company and that PVA TePla is entitled to issue instructions to the management of DIVE in accordance with Section 308 AktG. The right to issue instructions is a constitutive feature of a domination agreement.

According to Section 2 (2) of the control agreement, DIVE will follow the instructions of PVA TePla.

4.3 § 3 Duration

According to Section 3 (1), the domination agreement is to take effect upon its entry in the commercial register of DIVE, but no earlier than January 1, 2026. According to Section 3 (2), the domination agreement is concluded for an indefinite period unless it is terminated in writing with a notice period of six months. § Section 3 para. 3 sentence 1 of the domination agreement stipulates that the right to terminate the agreement for good cause without observing a notice period remains unaffected. The following sentence 2 stipulates that 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 para. 6 sentence 2 KStR 2022 or an administrative instruction replacing it applies.

Upon termination of the domination agreement, PVA TePla must provide security to the creditors of DIVE in accordance with Section 303 AktG (Section 3 (4) of the domination agreement).

4.4 § 4 Consents

§ Section 4 stipulates that the effectiveness of the agreement is subject to approval by the Annual General Meeting of PVA TePla and the shareholders' meeting of DIVE.

4.5 No compensation or settlement claims, no contract review, further documents

At the time of the conclusion of the Domination Agreement, PVA TePla directly holds 100% of the shares in DIVE. Therefore, the Domination Agreement does not have to provide for compensation payments or settlements by PVA TePla for outside shareholders of DIVE in accordance with Sections 304 and 305 AktG.

For this reason, an audit of the domination agreement is also not required in accordance with Section 293b (1) AktG.

Reference is also made to the (consolidated) annual financial statements and (consolidated) management reports of PVA TePla for the last three fiscal years, which will also be available on the PVA TePla website at [<https://www.pvatepla.com/investor-relations/hauptversammlung/>] immediately after the convening of the Annual General Meeting of PVA TePla and will be available for inspection at the offices of PVA TePla from the convening of the Annual General Meeting of PVA TePla.

In summary, the Management Board of PVA TePla and the management of DIVE are of the opinion that the domination agreement is advantageous for both parties.

Place, date

PVA TePla:

Jalin Ketter
Chief Executive Officer

Carl Markus Groß
Member of the Management Board

DIVE imaging systems GmbH

Dr. Philipp Wollmann
Managing Director