



Tax Group Agreement

between

PVA TePla AG, Im Westpark 10-12, 35435 Wettenberg, represented by its management board (*Vorstand*),

- hereinafter referred to as "PVA TePla" -

and

PVA Technology Hub GmbH, Im Westpark 17, 35435 Wettenberg, represented by its management (*Geschäftsführung*),

- hereinafter referred to as "PVA HUB" -.

Section 1

Shareholder Structure, Management

- (1) PVA TePla is the sole shareholder of PVA HUB. PVA HUB has no outside shareholders within the meaning of Section 304 (1) AktG.
- (2) PVA HUB places the management of its company under the control of PVA TePla. Accordingly, PVA TePla is authorized to issue instructions to the management of PVA HUB relating to the management of the company, which instructions may be of a general nature or may relate to specific individual cases. Section 308 AktG, as amended from time to time, applies accordingly. PVA TePla will exercise its right to issue instructions through its management board.
- (3) PVA HUB will comply with the instructions of PVA TePla.

Section 2
Transfer of Profit

- (1) PVA HUB undertakes to transfer its entire profits to PVA TePla. Profit in this sense means the net profit for the year that would have to be recognized by PVA HUB if no profit transfer applied, less any loss carried forward from the previous year. Section 2 (2) remains unaffected.

- (2) Subject to the approval of PVA TePla, PVA HUB may transfer amounts from the profit as defined in Section 2 (1) to other revenue reserves to the extent that this is permissible under commercial law and economically reasonable on the basis of reasonable business judgment. If amounts have been allocated to other revenue reserves at PVA HUB during the term of this Agreement (henceforth: free reserves), these must be utilized at the request of PVA TePla after reversal to offset a net loss for the year or must be transferred as profit. A transfer from free reserves that existed at PVA HUB prior to the commencement of this Agreement is not permitted. Section 301 AktG applies accordingly.

Section 3
Assumption of Loss

PVA TePla must offset any net loss for the year of PVA HUB arising during the term of this Agreement, unless such loss is offset from free reserves created during the term of this Agreement in accordance with Section 2 (2). Section 302 AktG, as amended from time to time, applies accordingly.

Section 4
Term

- (1) The Agreement entered into between PVA Tepla and PVA HUB will become effective upon its registration in the commercial register of PVA HUB. It then applies retroactively for the period starting from the beginning of PVA HUB's fiscal year in which the registration is made.

- (2) This Agreement is entered into for a term until December 31, 2029. If registration of the Agreement in the commercial register of PVA HUB is not effected in 2024,

the Agreement will be deemed to apply for a period of five years starting from the beginning of the fiscal year in which it is registered. The Agreement is renewed by one more fiscal year in each case unless it is terminated in writing no later than six months prior to the relevant expiration date of the Agreement.

- (3) The right to termination for good cause without notice remains unaffected. PVA TePla is entitled to terminate the Agreement for good cause in particular if it sells its interest in PVA HUB or if one of the cases governed by R 14.5 (6) sentence 2 of the German Corporate Income Tax Guidelines (KStR) of 2022 or an administrative decree replacing it applies.
- (4) Upon the termination of this Agreement, PVA TePla must provide collateral to the creditors of PVA HUB in accordance with Section 303 AktG.

Section 5
Approvals

The effectiveness of this Agreement is subject to approval by the general meeting of PVA TePla and the shareholders' meeting of PVA HUB.

Section 6
Miscellaneous

The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity of the remaining provisions. Instead of the invalid or unenforceable provision a provision is to be included or, alternatively agreed that ensures, in particular, the validity of this Tax Group Agreement for tax purposes.

Wettenberg, [date]_____

Wettenberg, [date]_____

Jalin Ketter / Marc Oliver Höfer
PVA TePla AG

Dr. Jan Pfeifer
PVA Technology Hub GmbH