

- Translation for Convenience -

PROFIT TRANSFER AGREEMENT

between

Heidelberger Druckmaschinen Aktiengesellschaft, Heidelberg (AG Mannheim, HRB 330004) - hereinafter referred to as "**HDM**"

and

Heidelberger Druckmaschinen Sales & Service Management GmbH (formerly Heidelberger Druckmaschinen 1. Verwaltungs-GmbH), Walldorf (AG Mannheim, HRB 749911) - hereinafter referred to as "**HSS**"

Section 1 Profit transfer

- (1) HSS undertakes to transfer its entire profit to HDM in accordance with all provisions of section 301 of the AktG (German Stock Corporation Act) as amended from time to time.
- (2) Any other retained earnings formed during the term of this agreement shall be reversed by HSS at the request of HDM and transferred as profit.
- (3) With the approval of HDM, HSS can transfer amounts from the net income for the year to retained earnings (section 272 (3) of the Handelsgesetzbuch (HGB – German Commercial Code)) to the extent that is permitted by commercial law and is economically justifiable in line with prudent business judgment.
- (4) The entitlement to profit transfer takes effect at the end of the financial year of HSS. It becomes due on the value date at this time.

Section 2 Loss absorption

The provisions of section 302 of the Aktiengesetz (AktG – German Stock Corporation Act) as amended from time to time apply accordingly.

Section 3 Effective date and duration

- (1) The agreement becomes effective on entry in the commercial register of HSS. The agreement shall apply retroactively from the beginning of the financial year of HSS in which this agreement is entered in the commercial register of HSS.
- (2) The agreement is being concluded for a minimum term of five years, calculated from the date of its entry into force in accordance with paragraph 1 sentence 2. If this period of five years ends during a current financial year of HSS, the minimum term of the agreement in accordance with sentence 1 is extended to the end of that financial year. Thereafter, the agreement continues indefinitely unless it is terminated in writing with notice of one month in compliance with the above minimum term.
- (3) Moreover, the agreement can be terminated in writing for good cause without notice. Good cause also exists in particular if HDM no longer holds the majority of the voting rights in HSS; HDM sells or contributes the shares in HSS; HDM or HSS is merged, split, or liquidated; or an external shareholder within the meaning of section 307 AktG acquires an interest in HSS for the first time.

Section 4 Final provisions

- (1) If one or more of the provisions of this agreement are or become void or unenforceable, or this agreement contains one or more regulatory gaps, this does not affect the validity of the other provisions of this agreement. In place of the void or unenforceable provision, a provision shall apply that most closely approximates the economic effect of the void or unenforceable provision while being valid. In place of the regulation containing a gap, a regulation shall apply that the parties would have agreed as regards their economic intent, had they realized the gap.
- (2) The provisions of sections 14 and 17 of the Körperschaftssteuergesetz (KStG – German Corporation Tax Act) as amended from time to time, or the corresponding successor regulations, apply to the interpretation of the individual provisions of this agreement. If individual provisions of this agreement conflict with section 2, section 2 shall take precedence over these provisions.

Heidelberg, May 2, 2024

For Heidelberger Druckmaschinen Aktiengesellschaft:

Dr. Ludwin Monz
Chairman of the Management Board

Thomas Ludwig
Authorized signatory

For Heidelberger Druckmaschinen Sales & Service Management GmbH:

Walldorf, April 26, 2024

Walldorf, May 2, 2024

Sascha Donat
Managing director

Dr. David Schmedding
Managing director