

- Translation for Convenience -

CONTROL 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 Control

HSS places the administration of its company under the control of HDM. Accordingly, HDM is entitled to issue instructions to the management of HSS with regard to the administration of the company. Notwithstanding the right to issue instructions, the management and representation of HSS remains the responsibility of the managing directors of HSS.

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 with regard to section 1 starting on the date of entry of this Agreement in the commercial register of HSS and otherwise 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 entered into for an indefinite period. It can be terminated ordinarily by giving one month's written notice to the end of the financial year of HSS.
- (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 voting rights in HSS, if HDM sells or contributes its shares in HSS or if HDM or HSS is merged, split or liquidated or if an external shareholder within the meaning of section 307 AktG acquires an interest in HSS for the first time.

Section 4 Final provisions

If one or more of the provisions of this agreement are or become void or unenforceable, or this agreement contains one or more regulatory gap, 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.

For Heidelberger Druckmaschinen Aktiengesellschaft:

Heidelberg, May 2, 2024

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