

- Translation for Convenience -

CONTROL AGREEMENT

between

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

and

Heidelberger Druckmaschinen 2. Verwaltungs-GmbH, Walldorf (AG Mannheim, HRB 749895) - hereinafter referred to as "**2. VERWALTUNG**"

Section 1 Control

2. VERWALTUNG places the administration of its company under the control of HDM. Accordingly, HDM is entitled to issue instructions to the management of 2. VERWALTUNG with regard to the administration of the company. Notwithstanding the right to issue instructions, the management and representation of 2. VERWALTUNG shall remain the responsibility of the managing directors of 2. VERWALTUNG.

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 2. VERWALTUNG. The Agreement shall apply with regard to section 1 starting on the date of entry of this Agreement in the commercial register of 2. VERWALTUNG and otherwise retroactively from the beginning of the financial year of 2. VERWALTUNG in which this Agreement is entered in the commercial register of 2. VERWALTUNG.
- (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 2. VERWALTUNG.
- (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 2. VERWALTUNG; HDM sells or contributes the shares in 2. VERWALTUNG; HDM or 2. VERWALTUNG is merged, split, or liquidated; or an external shareholder acquires an interest in 2. VERWALTUNG for the first time within the meaning of section 307 AktG.

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 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.

For Heidelberger Druckmaschinen Aktiengesellschaft:

Heidelberg, May 2, 2024

Dr. Ludwin Monz	Thomas Ludwig
Chairman of the Management Board	Authorized signatory

For Heidelberger Druckmaschinen 2. Verwaltungs-GmbH:

Walldorf, May 2, 2024

Dr. Leslie Melters
Managing Director