

Profit and Loss Transfer Agreement

entered into between

COMMERZBANK Aktiengesellschaft, Frankfurt am Main, Germany,

- hereinafter referred to as the "Controlling Company" -

and

CommerzVentures GmbH, Frankfurt am Main, Germany,

- hereinafter referred to as the "Controlled Company" -

Preamble

The Controlling Company holds 100% of the shares in the Controlled Company. The parties intend to oblige the Controlled Company to transfer its entire profit to the Controlling Company.

The parties agree as follows:

§ 1

Profit transfer

- (1) The Controlled Company undertakes to transfer to the Controlling Company the Controlled Company's entire profit during the term hereof, subject to establishing and dissolving reserves in accordance with paragraphs (2) and (3) below, within the limits stipulated in § 301 of the German Stock Corporation Act (*Aktiengesetz*, AktG) as amended from time to time.

- (2) The Controlled Company, with the approval of the Controlling Company, may only allocate amounts from the annual profit to the profit reserves under § 272 paragraph 3 of the German Commercial Code (*Handelsgesetzbuch*, HGB) to the extent that this is permissible under commercial law and to the extent there are reasonable commercial reasons for the allocation.
- (3) Any other profit reserves established during the term of this Agreement in accordance with § 272 paragraph 3 HGB must be dissolved by the Controlled Company upon request of the Controlling Company and must be used to cover any annual loss or loss carry forward or must be transferred as profit.

§ 2

Assumption of loss

The Controlling Company is required to assume the losses of the Controlled Company during the term hereof in analogous application of the provisions in § 302 AktG as amended from time to time.

§ 3

Adoption of the annual financial statements

- (1) The annual financial statements of the Controlled Company must be prepared and adopted prior to the annual financial statements of the Controlling Company.
- (2) If the Controlled Company's financial year ends at the same time as the financial year of the Controlling Company, the results of the Controlled Company must nonetheless be reflected in the annual financial statements of the Controlling Company for the same financial year.

§ 4

Term of the Agreement, termination

- (1) The Agreement is subject to the approval of the Controlling Company's general shareholders' meeting and the Controlled Company's shareholders' meeting.
- (2) The Agreement takes effect upon registration in the commercial register for the Controlled Company. This Agreement applies retroactively starting at the beginning of the Controlled Company's financial year in which this Agreement is registered in the commercial register for the Controlled Company.
- (3) The Agreement has been concluded for a fixed term of five full years (*Zeitjahre*) starting upon the Agreement taking effect in accordance with paragraph (2) sentence 2. If the five full years end during a financial year of the Controlled Company, the minimum term pursuant to sentence 1 is extended until the end of that financial year. Thereafter, the Agreement continues for an indefinite period of time unless terminated in writing by giving six months' notice prior to the end of the minimum term above with effect as of the expiry of the minimum term. Thereafter, the Agreement may be terminated by giving six months' written notice to the end of a financial year.
- (4) In addition, the Agreement may be terminated in writing without notice for good cause (*wichtiger Grund*). Good cause especially exists if the Controlling Company completely or partially sells or contributes its shareholding in the Controlled Company or if one of the two parties is merged, split or liquidated.

§ 5

Final provisions

- (1) The provisions set forth in §§ 14 and 17 of the German Corporate Income Tax Act (*Körperschaftsteuergesetz*, KStG), as amended from time to time, or any

successor provisions, must be taken into account when interpreting individual provisions of this Agreement.

- (2) Any amendments and supplements to this Agreement require the written form. The same applies to this written form requirement. In all other respects, § 295 AktG applies *mutatis mutandis*.
- (3) In the event that any provisions hereof are invalid, the validity of the remaining provisions will not be affected thereby. The inapplicable provision is to be replaced by a provision that, to the extent permissible, comes as close as possible, in legal and commercial terms, to what the parties had intended when they agreed on the inapplicable provision. The same applies if this Agreement lacks any provisions.
- (4) Place of performance and place of jurisdiction for both parties is Frankfurt am Main, Germany.

Frankfurt am Main, 1 March 2021

COMMERZBANK Aktiengesellschaft

Michael Hacker

Reiner Wohlmann

CommerzVentures GmbH

Matthias Lais