

NON-BINDING CONVENIENCE TRANSLATION

Domination and Profit and Loss Transfer Agreement

by and between

Fahrenheit AcquiCo GmbH with registered office in Frankfurt am Main, Germany, registered with the commercial register of the local court of Frankfurt am Main, Germany, under HRB 129025

"Fahrenheit AcquiCo"

and

va-Q-tec AG with registered office in Würzburg, Germany, registered with the commercial register of the local court of Würzburg, Germany, under HRB 7368

"va-Q-tec"

and, collectively with Fahrenheit AcquiCo, the **"Parties"** and each a **"Party"**

§ 1 Management

- 1.1 va-Q-tec agrees that the management of its company shall be under the control of Fahrenheit AcquiCo as from the date this agreement becomes effective pursuant to Section 7.2 of this agreement. Accordingly, Fahrenheit AcquiCo shall be entitled, within the statutory limits, to give instructions to the management board of va-Q-tec with regard to the management of va-Q-tec in general or on a case-by-case basis. In particular, Fahrenheit AcquiCo shall also be entitled to give instructions with regard to the preparation of the annual financial statements of va-Q-tec.
- 1.2 The management board of va-Q-tec shall be obligated to comply with the instructions of Fahrenheit AcquiCo pursuant to Section 1.1 of this agreement in accordance with Section 308 of the German Stock Corporation Act (*Aktiengesetz*, "**AktG**"), as amended from time to time.
- 1.3 Fahrenheit AcquiCo shall not be entitled to give instructions to the management board of va-Q-tec in relation to any amendment to, maintenance or termination of this agreement.
- 1.4 Instructions must be made in text form (Section 126b of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**")).

§ 2 Transfer of Profits

- 2.1 va-Q-tec undertakes to transfer its entire profits to Fahrenheit AcquiCo. Subject to the formation or dissolution of reserves in accordance with Section 2.2 of this agreement, the maximum amount permissible under Section 301 AktG, as amended from time to time, shall be transferred.
- 2.2 If and to the extent permissible under commercial law and economically justified by reasonable commercial judgment, va-Q-tec may, with the consent of Fahrenheit AcquiCo, allocate parts of its annual net income to other earnings reserves (Section 272 para. 3 of the German Commercial Code (*Handelsgesetzbuch*, "**HGB**")). Other earnings reserves (Section 272 para. 3 HGB) formed during the period in which the obligation to transfer profits applies shall, at the request of Fahrenheit AcquiCo, and to the extent permissible under Sections 301 and 302 AktG, as amended from time to time, be dissolved and be used to compensate any annual net loss or be transferred as profit. Other reserves as well as a profit carried forward formed prior to the period in which the obligation to transfer profits under this agreement applies may neither be transferred as profit nor be used to compensate any annual net loss. The consent or request of Fahrenheit AcquiCo under this Section 2.2 must be in text form (Section 126b BGB).
- 2.3 The obligation to transfer profits shall apply for the first time to the entire profits of the business year beginning on 1 January 2025 or – provided that this agreement shall not become effective until a later business year pursuant to Section 7.2 hereof – to the entire profits of any later business year of va-Q-tec in which this agreement shall become effective pursuant to Section 7.2 of this agreement.
- 2.4 The obligation to transfer profits shall become due in each case upon adoption of the annual financial statements for the relevant business year of va-Q-tec.

§ 3 Compensation of Losses

- 3.1 In accordance with Section 302 AktG, as amended from time to time, Fahrenheit AcquiCo shall be obligated to compensate va-Q-tec for any annual net loss. The provisions of Section 302 AktG shall apply in their entirety and as amended from time to time.
- 3.2 The obligation to compensate losses shall apply for the first time to the business year of va-Q-tec in which this agreement becomes effective pursuant to Section 7.2 of this agreement; with regard to the management powers of Fahrenheit AcquiCo pursuant to § 1 of this agreement applicable as from the effective date of this agreement, this shall apply notwithstanding the obligation of va-Q-tec to transfer profits pursuant to § 2 of this agreement, which might only apply as from a subsequent business year pursuant to Section 2.3 of this agreement.

- 3.3 In each case, the obligation to compensate losses shall become due at the end of the relevant business year of va-Q-tec; in case this agreement is terminated during a business year of va-Q-tec, any obligation to compensate losses for this business year shall become due upon termination of the agreement.

§ 4 Guaranteed Dividend and Recurring Compensation Payment

- 4.1 Fahrenheit AcquiCo undertakes to guarantee to the outside shareholders of va-Q-tec for the business year of va-Q-tec beginning on 1 January 2024, in case this agreement becomes effective in that business year in accordance with Section 7.2 of this agreement, the payment of a certain share of the profits in accordance with Section 4.3 below ("**Guaranteed Dividend**"). To the extent that the dividend paid by va-Q-tec for the business year 2024 (including any interim payments, but before deduction of any withholding taxes (*Quellensteuern*)) per no-par value registered share of va-Q-tec with a pro-rata value of EUR 1.00 in the share capital of va-Q-tec (each a "**va-Q-tec Share**") is less than the Guaranteed Dividend, Fahrenheit AcquiCo will pay to each outside shareholder of va-Q-tec the corresponding difference per va-Q-tec Share ("**Guaranteed Payment**").
- 4.2 Fahrenheit AcquiCo further undertakes to pay to the outside shareholders of va-Q-tec for the duration of this agreement, beginning with the business year of va-Q-tec referred to in Section 2.3 of this agreement to which the profit transfer obligation pursuant to § 2 of this agreement applies for the first time, a recurring cash compensation in accordance with Section 4.3 below ("**Recurring Compensation Payment**").
- 4.3 The Guaranteed Dividend and the Recurring Compensation Payment (together the "**Compensation**") payable for each full business year of va-Q-tec per va-Q-tec Share shall equal the gross amount of EUR 1.18 each ("**Gross Compensation Amount**"), less any amount of corporation tax (*Körperschaftsteuer*) and solidarity surcharge (*Solidaritätszuschlag*) payable by va-Q-tec in accordance with the rates applicable to these taxes for the relevant business year, it being understood that this deduction shall be made only on the partial amount of EUR 0.13 included in the Gross Compensation Amount that relates to profits which are subject to German corporation tax. Taking into account the circumstances at the time of the conclusion of this agreement, 15% corporation tax plus 5.5% solidarity surcharge, i.e. EUR 0.02, shall be deducted from such partial amount of EUR 0.13 per va-Q-tec Share. Together with the remaining pro-rata Gross Compensation Amount of EUR 1.05 per va-Q-tec Share relating to the profits that are not subject to German corporation tax, and following a rounding to a full cent amount in accordance with commercial practices, this results in a net Compensation amount of EUR 1.16 per va-Q-tec Share for every full business year of va-Q-tec as of the circumstances at the time of the conclusion of this agreement.
- 4.4 It is hereby clarified that, to the extent required by law, any incurred withholding taxes (e.g. capital gains tax (*Kapitalertragsteuer*) plus solidarity surcharge) shall be deducted from the Guaranteed Payment or the Recurring Compensation Payment.

- 4.5 The Guaranteed Payment or the Recurring Compensation Payment, respectively, shall be due on the third business day following the ordinary shareholders' meeting of va-Q-tec for the relevant preceding business year of va-Q-tec, the Recurring Compensation Payment, however, no later than eight months following the end of the relevant business year of va-Q-tec.
- 4.6 If this agreement ends during a business year of va-Q-tec or if, during the term of this agreement, va-Q-tec establishes a short business year (*Rumpfgeschäftsjahr*), the Compensation shall be reduced *pro rata temporis* for the relevant business year.
- 4.7 If the share capital of va-Q-tec is increased by way of using company funds of va-Q-tec in exchange for the issuance of new shares, the Compensation per va-Q-tec Share shall be reduced to the extent that the aggregate amount of the Compensation remains unchanged. If the share capital of va-Q-tec is increased by issuing new shares against contribution in cash and/or in kind, the rights arising from this § 4 shall also apply to the shares subscribed to by outside shareholders in such capital increase. The beginning of the entitlement to rights arising from this § 4 in respect of the newly issued shares shall follow the beginning of the right to dividends (*Gewinnanteilsberechtigung*) as set out by va-Q-tec at the time of the issuance of the new shares.
- 4.8 If appraisal proceedings pursuant to the German Act on Appraisal Proceedings (*Spruchverfahrensgesetz*, "**SpruchG**") are initiated and the court determines a higher Compensation by a non-appealable decision, or a higher Compensation is agreed in a judicially recorded settlement (*gerichtlich protokollierter Vergleich*) or in a judicially approved settlement (*gerichtlich festgestellter Vergleich*) to end the appraisal proceedings pursuant to Section 11 para. 4 SpruchG, all outside shareholders of va-Q-tec, even if they have already been compensated in accordance with § 5 of this agreement, shall be entitled to request a corresponding supplement to the Compensation.

§ 5 Severance Payment

- 5.1 Fahrenheit AcquiCo undertakes, upon request of an outside shareholder of va-Q-tec, to acquire his or her va-Q-tec Shares for a cash severance ("**Severance Payment**") in the amount of EUR 21.80 per va-Q-tec-Share.
- 5.2 The obligation of Fahrenheit AcquiCo to acquire the shares shall be limited in time. The period of time shall lapse two months after the date on which the registration of this agreement with the commercial register of va-Q-tec was announced pursuant to Section 10 HGB. An extension of this period of time pursuant to Section 305 para. 4 sentence 3 AktG as a result of a motion for determination of the adequate Compensation or the adequate Severance Payment by the court specified in Section 2 SpruchG shall remain unaffected; in this event, the period of time shall lapse two months after the date on which the decision on the last motion ruled was published in the Federal Gazette (*Bundesanzeiger*).

- 5.3 If, until the expiry of the period of time specified in Section 5.2 of this agreement, the share capital of va-Q-tec is increased by way of using company funds of va-Q-tec in exchange for the issuance of new shares, the Severance Payment per share shall be reduced from this point in time to the extent that the aggregate amount of the Severance Payment remains unchanged. If, by the expiry of the period of time specified in Section 5.2 of this agreement, the share capital of va-Q-tec is increased by issuing new shares against contribution in cash and/or in kind, the rights arising from this § 5 shall also apply to the shares subscribed to by outside shareholders in such capital increase.
- 5.4 The transfer of va-Q-tec Shares in exchange for Severance Payment shall be free of charge for the outside shareholders of va-Q-tec.
- 5.5 If appraisal proceedings pursuant to the SpruchG are initiated and the court determines a higher Severance Payment by a non-appealable decision, or a higher Severance Payment is agreed in a judicially recorded settlement (*gerichtlich protokollierter Vergleich*) or in a judicially approved settlement (*gerichtlich festgestellter Vergleich*) to end the appraisal proceedings pursuant to Section 11 para. 4 SpruchG, all outside shareholders of va-Q-tec, even if they have already been compensated in accordance with § 5 of this agreement, shall be entitled to request a corresponding supplement to the Severance Payment.
- 5.6 If this agreement ends upon termination by Fahrenheit AcquiCo or va-Q-tec at a time when the period of time pursuant to Section 5.2 of this agreement regarding the obligation of Fahrenheit AcquiCo to acquire va-Q-tec Shares against the Severance Payment pursuant to Section 5.1 of this agreement has lapsed, every outside shareholder of va-Q-tec at that point in time shall be entitled to tender his or her va-Q-tec Shares held at the time of the termination of this agreement to Fahrenheit AcquiCo against the Severance Payment pursuant to Section 5.1 of this agreement, and Fahrenheit AcquiCo shall be obligated to acquire the va-Q-tec Shares tendered by the outside shareholder of va-Q-tec against the Severance Payment pursuant to Section 5.1 of this agreement. If the Severance Payment per va-Q-tec Share pursuant to Section 5.1 of this agreement is increased by way of a non-appealable decision in appraisal proceedings (*Spruchverfahren*) or by way of a judicially recorded settlement (*gerichtlich protokollierter Vergleich*) or judicially approved settlement (*gerichtlich festgestellter Vergleich*) to end the appraisal proceedings pursuant to Section 11 para. 4 SpruchG, Fahrenheit AcquiCo shall acquire the va-Q-tec Shares tendered by the outside shareholder against the Severance Payment per va-Q-tec Share as determined in the appraisal proceedings or the judicially recorded or judicially approved settlement. The rights arising from this Section 5.6 shall be limited in time. The period of time shall lapse two months after the date on which the registration of the termination of this agreement with the commercial register of va-Q-tec was announced pursuant to Section 10 HGB ("**Tender Period**"). Sections 5.3 and 5.4 of this agreement shall apply accordingly. The Severance Payment owed pursuant to Section 5.6 of this agreement shall, if claimed in due time, become due upon expiration of the Tender Period and delivery of the tendered va-Q-tec Shares for transfer to Fahrenheit AcquiCo contemporaneously (*Zug um Zug*) with payment of the Severance Payment and shall, after expiration of the Tender

Period and delivery of the tendered va-Q-tec Shares for transfer to Fahrenheit AcquiCo contemporaneously (*Zug um Zug*) with payment of the Severance Payment, bear interest at an annual rate of 5 percentage points above the respective base interest rate (*Basiszinssatz*) pursuant to Section 247 BGB. The interest provision of Section 305 para. 3 sentence 3 AktG shall not apply to a Severance Payment owed pursuant to Section 5.6 of this agreement; this shall also apply if a corresponding interest rate has been determined for the Severance Payment pursuant to Section 5.1 of this agreement by way of a non-appealable decision in appraisal proceedings (*Spruchverfahren*) or by way of a judicially recorded settlement (*gerichtlich protokollierter Vergleich*) or judicially approved settlement (*gerichtlich festgestellter Vergleich*) pursuant to Section 11 para. 4 SpruchG.

§ 6 Right to Information

- 6.1 Fahrenheit AcquiCo shall be entitled to inspect the books and records of va-Q-tec at any time.
- 6.2 The management board of va-Q-tec shall be obligated to supply Fahrenheit AcquiCo with all requested information on all matters relating to va-Q-tec at any time.
- 6.3 Notwithstanding the rights above, va-Q-tec shall be obligated to keep Fahrenheit AcquiCo continuously informed on the business development and, specifically, on material transactions.
- 6.4 Any statutory provisions conflicting with the obligations set out in this § 6 shall remain unaffected.

§ 7 Effectiveness; Term

- 7.1 This agreement shall require the consent of the shareholders' meeting of va-Q-tec and the consent of the shareholders' meeting of Fahrenheit AcquiCo to become effective.
- 7.2 This agreement shall become effective upon its registration with the commercial register of va-Q-tec, but no earlier than the beginning of the business year of va-Q-tec commencing on 1 January 2024.
- 7.3 This agreement shall apply
 - a) with respect to the obligation of Fahrenheit AcquiCo to compensate losses pursuant to § 3 of this agreement (retroactively, if applicable), from the beginning of the business year of va-Q-tec in which this agreement becomes effective pursuant to Section 7.2 of this agreement; and
 - b) with respect to the obligation of Fahrenheit AcquiCo to transfer profits pursuant to § 2 of this agreement, from the beginning of the business year of va-Q-tec commencing on 1 January 2025 or – provided that this agreement become effective only in a later business year in accordance with Section 7.2 of this agreement –

(retroactively, if applicable) from the beginning of such later business year in which this agreement becomes effective pursuant to Section 7.2 of this agreement.

7.4 This agreement is entered into for an indefinite period of time.

7.5 Fahrenheit AcquiCo may terminate this agreement without cause (*ordentlich kündigen*) at any time with a notice period of six months prior to the end of a business year of va-Q-tec, but no earlier than as per the end of the fixed minimum term described in more detail below ("**Fixed Minimum Term**"). The Fixed Minimum Term shall end at the end of the business year of va-Q-tec, after which the minimum term of profit transfer agreement in accordance with Section 14 para. 1 sentence 1 no. 3 of the Corporation Tax Act (*Körperschaftsteuergesetz*, " **KStG**") (or corresponding successor provisions), in the version applicable to the relevant period of time, for the recognition of a consolidated tax group for corporation tax and trade tax purposes has been fulfilled, but no earlier than five full years (60 months), calculated from the beginning of the business year referred to in Section 2.3 of this agreement, for which the obligation to transfer profits pursuant to Section 2 of this agreement applies for the first time. The right of va-Q-tec for a termination without cause (Section 297 para. 2 AktG) is excluded.

7.6 Each Party may terminate this agreement for cause (*aus wichtigem Grund*) without notice (Section 297 para. 1 sentence 1 AktG). The right to termination for cause shall, in particular, include

- a) the loss of the direct or indirect majority of the voting rights of Fahrenheit AcquiCo in the shareholders' meeting of va-Q-tec;
- b) the merger, demerger or liquidation of a Party, except for a demerger (*Spaltung*) of va-Q-tec by way of a spin-off (*Ausgliederung*) of parts of its assets to a wholly owned subsidiary;
- c) the cessation of the financial integration (*finanzielle Eingliederung*) of va-Q-tec into Fahrenheit AcquiCo within the meaning of Section 14 para. 1 sentence 1 no. 1 KStG;
- d) the conversion of va-Q-tec into a legal form that cannot be a subsidiary company (*Organgesellschaft*) within the meaning of Sections 14, 17 KStG;
- e) other circumstances that constitute good cause (*wichtiger Grund*) from a tax perspective regarding the termination of this agreement; or
- f) if Fahrenheit AcquiCo fails to comply with existing payment obligations under this agreement, after va-Q-tec has notified Fahrenheit AcquiCo thereof in text form (Section 126b BGB) with reference to this provision and granted Fahrenheit AcquiCo at least a one-month grace period to comply with its payment obligations. Section 297 para. 1 sentence 2 AktG shall remain unaffected.

- 7.7 In the event of a termination for cause, this agreement shall terminate at the end of the day specified in the termination notice, but no earlier than per the end of the day on which the termination notice is received by the other Party.
- 7.8 If this agreement is terminated, Fahrenheit AcquiCo shall provide security to the creditors of va-Q-tec in accordance with Section 303 AktG.
- 7.9 Any termination of this agreement must be in writing (Section 297 para. 3 AktG).

§ 8 Miscellaneous

- 8.1 Amendments or supplements to this agreement must be made in writing unless a stricter form is required by statutory law. This shall also apply to this written form requirement. Section 295 AktG applies.
- 8.2 Should any provision of this agreement be or become invalid and/or unenforceable as a whole or in part, or should there be a gap in this agreement, this shall irrefutably not affect or impair the validity and enforceability of the remaining provisions of this agreement. Instead of the invalid and/or unenforceable provision or for the fulfillment of a gap, the Parties undertake to agree upon such adequate, valid and enforceable provision that most closely corresponds to the economic purpose pursued by the invalid and/or unenforceable provision. This applies in particular if va-Q-tec establishes a short business year (*Rumpfgeschäftsjahr*) before 1 January 2025. Further, the Parties expressly and irrefutably agree that this agreement shall not constitute a legal unity (*rechtliche Einheit*) within the meaning of Section 139 BGB with any other legal transactions or agreements which are or will be effected or concluded between the Parties.
- 8.3 When construing this agreement, the provisions regarding the recognition of an income tax fiscal unity (*ertragssteuerliche Organschaft*), in particular Sections 14 to 19 KStG, as amended from time to time, shall be taken into account.
- 8.4 To the extent legally permissible, Würzburg shall be the place of performance (*Erfüllungsort*) for the mutual obligations arising from this agreement and shall further be the exclusive place of jurisdiction (*ausschließlicher Gerichtsstand*).

(signature pages follow)

(Signature page Domination and Profit and Loss Transfer Agreement)

va-Q-tec AG

Date: _____

Name: _____

Position:

Name:

Position:

(Signature page Domination and Profit and Loss Transfer Agreement)

Fahrenheit AcquiCo GmbH

Date: _____

Name: _____

Position: