

Control and Profit and Loss Transfer Agreement

between

thyssenkrupp AG,

Duisburg and Essen

(registered with the Commercial Register of the Local Court Duisburg under HRB 9092 and the Local Court Essen under HRB 15364)

- hereinafter referred to as „Controlling Company” -

and

thyssenkrupp Holding Germany GmbH,

Essen

(registered with the Commercial Register of the Local Court Essen under HRB 32637)

- hereinafter referred to as „Controlled Company” -

Section 1

Management und right to issue instructions

- (1) The Controlled Company shall place the management of its company under the control of the Controlling Company.
- (2) Accordingly, the Controlling Company shall be entitled to issue the Controlled Company's management instructions pertaining to the management of the latter. Sec. 308 German Stock Corporation Act (AktG) shall apply *mutatis mutandis* to the right to issue instructions. The instructions may be of a general nature or relate to individual cases; they may not, however, be to the effect of amending, maintaining or terminating this Agreement.

The Controlled Company shall be obliged to follow instructions of the Controlling Company.

- (3) The management and representation of the Controlled Company shall continue to be the responsibility of the Management of the Controlled Company.

Section 2

Transfer of Profits and Assumption of Losses

- (1) The Controlled Party shall be obliged to transfer its entire profit, which may be transferred in accordance with all provisions of Sec. 301 AktG, as amended from time to time, to the Controlling Party.

The Controlled Company may, with the consent of the Controlling Company, transfer amounts from the net profit for the year to other retained earnings to the extent that this is permissible under commercial law and economically justified based on a reasonable commercial assessment. The Controlled Company may withdraw these amounts from the other retained earnings in subsequent years and transfer them as profit.

The transfer of income from the reversal of other retained earnings formed prior to the commencement of this agreement and of capital reserves is excluded.

- (2) The Controlling Company shall be obligated to assume the losses of the Controlled Company in accordance with all provisions of Sec. 302 AktG, as amended from time to time.
- (3) The payment obligations arising from the transfer of profits or the assumption of losses shall arise at the end of the balance sheet date of the Controlled Company and shall be due at that time.

Section 3

Term and Termination of the Agreement

- (1) This Agreement shall enter into force upon its entry into the Commercial Register of the domicile of the Controlled Company and shall be valid retroactively – with the exception of the right to issue instructions pursuant to Sec. 1 – from 1 October 2021. The Agreement has a minimum term of five calendar years.
- (2) The Agreement may be terminated for the first time with effect as of the end of 30 September 2026, subject to three months' notice. If it is not terminated, the Agreement shall be extended until the end of the following fiscal year with the same notice period. If the Agreement is not recognized for tax purposes in a fiscal year, a new minimum term of five years shall commence with effect from the first day of the fiscal year in which the Agreement again becomes effective for tax purposes. Sentences 1 and 2 shall apply accordingly in this case.
- (3) Each contracting party has the right to terminate this Agreement for good cause at any time without notice. Good cause shall be deemed to exist in particular if the Controlling Company or affiliated companies of the Controlling Company within the meaning of Secs. 15 et seqq. AktG no longer hold a majority interest in the Controlled Company due to a sale or contribution of shares in the Controlled Company or for any other legal reason, the Controlling Company is merged, the Controlling Company or the Controlled Company is split or liquidated, or an outside shareholder acquires an interest in the Controlled Company for the first time within the meaning of Sec. 307 AktG.
- (4) The notice of termination must be in writing.

Section 4

Severability Clause

Should one or more provisions of this Agreement be or become invalid or unenforceable or should this Agreement contain one or more loopholes, this shall not affect the validity of the remaining provisions of this Agreement. Instead of the invalid or unenforceable provision, a provision shall apply which comes closest to the economic result of the invalid or unenforceable provision in a permissible manner. Instead of the incomplete provision, a provision shall apply which would have been agreed by the parties with regard to their economic intention if they had recognized the loophole. In interpreting individual provisions of this Agreement, the requirements of Secs. 14 and 17 of the German Corporation Tax Act (KStG), as amended from time to time, or, where applicable, the corresponding succeeding provisions, shall be observed.

Essen, 12 November 2021

thyssenkrupp AG

[signed]

Martina Merz

[signed]

Oliver Burkhard

Essen, 12 November 2021

thyssenkrupp Holding Germany GmbH

[signed]

Michael Conrad

[signed]

Dieter Fehring