

*– This document is a non-binding convenience translation of the German original which is the legally valid document under German law –*

## **Domination and profit and loss transfer agreement**

**between**

**Porsche Automobil Holding SE**

**(“Porsche SE”)**

**and**

**Porsche Fünfte Beteiligung GmbH**

**(“Controlled Company”)**

### **§ 1**

#### **Management**

- (1) The Controlled Company places the management of its company under the control of Porsche SE.
- (2) Porsche SE is entitled to issue instructions to the Controlled Company’s management concerning the management of the Company.
- (3) The Controlled Company is obliged to follow the instructions of Porsche SE within the scope of applicable law.

### **§ 2**

#### **Profit transfer**

- (1) The Controlled Company undertakes to transfer its entire profits to Porsche SE. Subject to any establishment or reversal of reserves in accordance with paragraph (2), the maximum profit transfer amount permitted in analogous application of Sec. 301 of the German Stock Corporation Act (Aktiengesetz, “AktG”) (as amended from time to time) is to be transferred.
- (2) The Controlled Company may, with the consent of Porsche SE, allocate part of the net income for the year to other revenue reserves (Sec. 272 (3) of the German Commercial Code (Handelsgesetzbuch, “HGB”)) to the extent that this is permissible under commercial law

and economically justified based on reasonable commercial reasons. Other revenue reserves set up during the term of this Agreement are to be reversed and transferred as profit at the request of Porsche SE.

- (3) The transfer of income resulting from the reversal of other reserves – also to the extent that they have been established during the term of this Agreement – or the use of such reserves to balance out any net loss for the year is excluded; the same applies to any profit carryforward existing at the beginning of the term of this Agreement.
- (4) The obligation to transfer profits applies for the first time to the entire fiscal year of the Controlled Company in which this Agreement comes into force.

### **§ 3**

#### **Loss absorption**

- (1) The provisions of Sec. 302 AktG, as amended from time to time, apply *mutatis mutandis* to any loss absorption.
- (2) Any other revenue reserves set up during the term of this Agreement are to be reversed and used to compensate any net loss for the year at the request of Porsche SE unless this conflicts with the provisions of Sec. 302 AktG, as amended from time to time.
- (3) The obligation to absorb any losses applies for the first time to the entire fiscal year of the Controlled Company in which this Agreement comes into force.

### **§ 4**

#### **Due date and interest**

- (1) The entitlement to the transfer of profit pursuant to § 2 or, as the case may be, the entitlement to compensation for a net loss for the year pursuant to § 3 is due at the end of the last day of the Controlled Company's fiscal year to which the relevant entitlement pertains.
- (2) The entitlement to the transfer of profit pursuant to § 2 or, as the case may be, the entitlement to compensation for a net loss pursuant to § 3 must be satisfied no later than at the end of three months following approval of the Controlled Company's annual financial statements.

- (3) Interest at the applicable statutory rate is payable for the period between the due date and the date of actual satisfaction of the entitlements specified in paragraph (1) above. Claims arising from any delayed payment remain unaffected.

## § 5

### Effective date and term

- (1) This Agreement is subject to approval by the Controlled Company's shareholder meeting and Porsche SE's general meeting.
- (2) This Agreement becomes effective on the date of its entry in the commercial register at the place of the Controlled Company's registered office and applies – with the exception of the right to issue instructions – retroactively for the period starting from the beginning of the fiscal year in which it is registered. The right to issue instructions cannot be exercised until the Agreement is entered in the commercial register at the place of the Controlled Company's registered office.
- (3) This Agreement is entered into for an indefinite period of time.
- (4) This Agreement may be terminated with six months' notice to the end of any fiscal year, for the first time as of the end of the Controlled Company's fiscal year after the expiry of which the minimum five-year term required under Sec. 14 (1) Sentence 1 No. 3 of the German Corporate Income Tax Act (Körperschaftsteuergesetz, "KStG") for recognition of fiscal unity for income tax purposes (*ertragsteuerliche Organschaft*) is fulfilled. If the Agreement is not terminated, it is automatically renewed for a further fiscal year each time and subject to the same notice period.
- (5) The right to terminate this Agreement for good cause without notice remains unaffected. There will be deemed to be good cause, in particular, where Porsche SE no longer holds the majority of the voting rights in the Controlled Company, where there is good cause within the meaning of Sec. 297 (1) AktG or Sec. 14 (1) Sentence 1 No. 3 Sentence 2 KStG, each statute as amended from time to time, and in the event of a merger, division or liquidation of the Controlled Company or of Porsche SE.

- (6) In the event of termination for good cause without notice, a balance sheet must be prepared for the Controlled Company based on the provisions applying to the Controlled Company's annual financial statements as of the date on which the termination becomes effective as the cut-off date; § 2 and § 3 apply *mutatis mutandis* to the profit or loss recognized in the balance sheet.

## **§ 6**

### **Severability**

- (1) Should any provision of this Agreement be or become ineffective or impracticable or should there be a gap in this Agreement, this does not affect the other provisions of this Agreement. In such a case, the parties to the Agreement undertake to replace the ineffective or impracticable provision by an effective and practicable provision that comes as close as possible to the economic intent or, as the case may be, to fill the gap by including a provision that the Parties would have agreed with regard to their economic intent had they considered this point.
- (2) Unless there is a conflict with the provisions of mandatory law, the provisions of this Agreement are to be interpreted such that they fulfill the requirements for recognition of fiscal unity within the meaning of Sec. 14 and Sec. 17 KStG and Sec. 2 (2) Sentence 2 of the German Trade Tax Act (Gewerbesteuergesetz, "GewStG").

Stuttgart, 14 March 2024

**Porsche Automobil Holding SE**

The board of management (*Vorstand*)

**Hans Dieter Pötsch (chairman)**

**Dr. Manfred Döss**

**Porsche Fünfte Beteiligung GmbH**

The management (*Geschäftsführung*)

**Dr. Johannes Lattwein**

**Lutz Meschke**