
PROFIT AND LOSS TRANSFER AGREEMENT

between

Dr. Ing. h.c. F. Porsche Aktiengesellschaft

as Parent Company

and

Porsche 101. Vermögensverwaltung GmbH

as Subsidiary

**This document is a non-binding convenience translation of the German original.
In case of any discrepancy between the English and German versions,
the German version prevails.**

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Profit and Loss Transfer Agreement

between

- (1) **Dr. Ing. h.c. F. Porsche Aktiengesellschaft**, Porscheplatz 1, 70435 Stuttgart, registered in the commercial register of the Stuttgart Local Court under HRB 730623, represented by the jointly authorised members of the Executive Board Dr. Oliver Blume and Dr. Jochen Breckner,

– hereinafter referred to as the "**Parent Company**" –

and

- (2) **Porsche 101. Vermögensverwaltung GmbH**, Porscheplatz 1, 70435 Stuttgart, registered in the commercial register of the Stuttgart Local Court under HRB 798912, represented by the Managing Directors Martin Roth and Wolfgang Ratheiser,

– hereinafter referred to as the "**Subsidiary**" –

PRELIMINARY REMARK

- (A) The Parent Company has held all shares in the Subsidiary without interruption since the beginning of the current financial year of the Subsidiary.
- (B) The Parent Company and the Subsidiary intend to establish income tax groups within the meaning of section 14 et seqq. of the Corporation Income Tax Act (*Körperschaftsteuergesetz – KStG*) and section 2 para. 2 sentence 2 of the Trade Tax Act (*Gewerbesteuer-gesetz – GewStG*) from the beginning of the 2025 financial year of the Subsidiary and to enter into a profit and loss transfer agreement for this purpose in accordance with sections 291 et seqq. of the German Stock Corporation Act (*Aktiengesetz – AktG*).

Now it is agreed as follows:

§ 1

Profit Transfer

- (1) The Subsidiary undertakes to transfer its entire profit to the Parent Company in accordance with all provisions of section 301 of the German Stock Corporation Act as amended.
- (2) With the consent of the Parent Company, the Subsidiary may transfer amounts from the net profit for the year to other revenue reserves pursuant to section 272 para. 3 of the German Commercial Code (*Handelsgesetzbuch – HGB*) to the extent that this is permissible under commercial and tax law and is economically justified in a reasonable commercial assessment. Other retained earnings within the meaning of section 272 para. 3 of the German Commercial Code formed during the term of this agreement will be released

and used to offset a loss or transferred as profit upon request by the Parent Company and if this is justified on the basis of prudent business judgement.

- (3) The Parent Company's claim to the transfer of profits arises at the end of the Subsidiary's respective balance sheet date and becomes due on that date.

§ 2

Determination of profits

The profit and loss of the Subsidiary are to be determined in accordance with the provisions of commercial law.

§ 3

Assumption of Losses

- (1) The Parent Company is obliged to assume losses in accordance with all provisions of section 302 of the German Stock Corporation Act as amended.
- (2) The entitlement to the assumption of losses arises at the end of the Subsidiary's respective balance sheet date and becomes due on this date.

§ 4

Right to Information

The Parent Company is entitled to inspect the books and other business documents of the Subsidiary at any time. The Managing Directors of the Subsidiary are obliged to provide the Parent Company with all information requested by it at all times about all legal, business and organizational matters of the Subsidiary.

§ 5

Effective, Duration and Termination of the Agreement

- (1) The agreement is concluded subject to the approval of the Annual General Meeting of the Parent Company and the approval of the shareholders' meeting of the Subsidiary.
- (2) The agreement becomes effective upon its registration in the commercial register of the Subsidiary. The agreement applies retroactively to the entire financial year of the Subsidiary running at the time of registration of the agreement in the commercial register of the Subsidiary.
- (3) The contract is concluded for a fixed duration until the end of the fifth full year (60 months) after the start of its validity (para. 2 sentence 2). If these five years (60 months)

end during a current financial year of the Subsidiary, the minimum duration pursuant to sentence 1 will be extended until the end of the financial year. The agreement may only be terminated at the end of the financial year of the Subsidiary subject to a notice period of three months, but no earlier than the expiry of the minimum duration pursuant to sentences 1 and 2. If the agreement is not terminated by the end of the minimum duration, it will be extended by one calendar year with the same notice period.

- (4) The right to extraordinary termination of the agreement for good cause remains unaffected. Good cause for extraordinary termination of the agreement exists in particular in cases of (i) the sale or contribution of the shareholding in the Subsidiary by the Parent Company or (ii) the merger, split or liquidation of the Parent Company or Subsidiary (cf. currently: R 14.5 para. 6 KStR 2022). Extraordinary termination can take place with immediate effect or with effect from the end of the Subsidiary's current financial year at the time of termination. Section 307 of the German Stock Corporation Act as amended applies *mutatis mutandis*.
- (5) The termination must be made in writing. Compliance with the deadline depends on the time of receipt of the termination letter by the other company.
- (6) At the end of the agreement, the Parent Company is obliged to provide security to the creditors of the Subsidiary in accordance with the provisions of section 303 of the German Stock Corporation Act, which are applicable to this agreement as amended.

§ 6

Costs

The costs related to the conclusion of this Agreement, including the notarization costs of the Subsidiary's approving shareholders' meeting and other notarial fees in connection with the conclusion of this Agreement, will be borne by the Subsidiary.

§ 7

Final provisions

- (1) No verbal or written ancillary agreements were made. Amendments and additions to this agreement must be made in writing in order to be effective, unless a stricter form is prescribed by law. This also applies to an amendment to this written form clause.
- (2) Should one or more provisions of this agreement be or become void or ineffective or unenforceable in whole or in part, the validity and enforceability of this agreement will not be affected in all other respects. In such a case, the parties are obliged to amend the agreement in such a way that the economic purpose intended by the original version of the agreement is achieved. The same applies in the event of a gap in the agreement or a

change that may become necessary for tax effectiveness. In the event of the interpretation of individual provisions of this agreement, the provisions of sections 14, 17 Corporation Income Tax Act as amended, including any successor provisions, must be complied with. Insofar as provisions of this agreement should conflict with § 3, the provision of § 3 takes precedence over these provisions.

- (3) This Agreement is governed by the laws of the Federal Republic of Germany in its application and interpretation.

SIGNATURES

Stuttgart, den _____

Dr. Oliver Blume

Dr. Ing. h.c. F. Porsche Aktiengesellschaft
(Parent Company)

Dr. Jochen Breckner

Dr. Ing. h.c. F. Porsche Aktiengesellschaft
(Parent Company)

Martin Roth

**Porsche 101. Vermögensverwaltung
GmbH**
(Subsidiary)

Wolfgang Ratheiser

**Porsche 101. Vermögensverwaltung
GmbH**
(Subsidiary)