

Control and Profit-and-Loss Transfer Agreement

Between Siemens Healthineers AG and
Siemens Healthineers Holding I GmbH



Control and Profit-and-Loss Transfer Agreement

between

Siemens Healthineers AG

with registered office in Munich,
registered with the register of companies at the Local Court in Munich
under the registration number HRB 237558,

and

Siemens Healthineers Holding I GmbH

with registered office in Munich,
registered with the register of companies at the Local Court in Munich
under the registration number HRB 268411

Preamble

Siemens Healthineers AG is the sole voting shareholder of Siemens Healthineers Holding I GmbH.

Article 1 - Control

- 1.1 Siemens Healthineers Holding I GmbH shall subordinate management of its company to Siemens Healthineers AG.
- 1.2 Siemens Healthineers AG shall accordingly have the right to give instructions to the Management of Siemens Healthineers Holding I GmbH on how Siemens Healthineers Holding I GmbH is to be managed. The Management of Siemens Healthineers Holding I GmbH shall be obliged to obey the instructions.

Article 2 - Transfer of profits

- 2.1 Siemens Healthineers Holding I GmbH undertakes to transfer its entire profits to Siemens Healthineers AG in accordance with the provisions of Section 301 of the German Stock Corporation Act (AktG), as amended from time to time.
- 2.2 With the consent of Siemens Healthineers AG, Siemens Healthineers Holding I GmbH may appropriate amounts from the annual net income to other retained earnings pursuant to Section 272 (3) of the German Commercial Code (HGB) insofar as this is permitted under commercial law and economically justified based on reasonable business judgment.
- 2.3 Upon request by Siemens Healthineers AG, amounts appropriated to other retained earnings pursuant to Section 272 (3) of the German Commercial Code (HGB) during the term of this agreement shall be released and used to compensate an annual net loss or be transferred as profits.
- 2.4 If this agreement does not end prior to the expiration of the fiscal year, the entitlement to the transfer of profits shall arise at the end of the fiscal year of Siemens Healthineers Holding I GmbH and shall be due taking that date as value date.
- 2.5 The obligation to transfer profits shall apply for the first time as of the beginning of the fiscal year in which this agreement becomes effective in accordance with Article 4.1.

Article 3 - Assumption of losses

- 3.1 Siemens Healthineers AG shall be obliged to assume the losses of Siemens Healthineers Holding I GmbH in accordance with the provisions of Section 302 of the German Stock Corporation Act (AktG), as amended from time to time.
- 3.2 If this agreement does not end prior to the expiration of the fiscal year, Article 2.4 shall apply accordingly.
- 3.3 The obligation to assume losses shall apply for the first time as of the beginning of the fiscal year in which this agreement becomes effective in accordance with Article 4.1.

Article 4 - Effectiveness and term

- 4.1 This agreement becomes effective upon registration in the register of companies at the registered office of Siemens Healthineers Holding I GmbH.
- 4.2 This agreement shall be concluded for an indefinite period of time. It may be terminated ordinarily upon three (3) months' notice prior to the end of a fiscal year of Siemens Healthineers Holding I GmbH, but for the first time to the end of the fiscal year of Siemens Healthineers Holding I GmbH that ends at least five (5) years in time after the beginning of the fiscal year of Siemens Healthineers Holding I GmbH in which this agreement became effective. In addition, Siemens Healthineers AG may terminate this agreement ordinarily upon two (2) weeks' prior notice once the minimum term specified in the above sentence has expired.
- 4.3 The right to extraordinarily terminate this agreement for good cause without observing a notice period shall remain unaffected. Good cause shall exist in particular if Siemens Healthineers AG no longer holds the majority of voting rights or issued capital in Siemens Healthineers Holding I GmbH, Siemens Healthineers AG disposes of or contributes the shares in Siemens Healthineers Holding I GmbH, Siemens Healthineers AG or Siemens Healthineers Holding I GmbH is merged, split up or liquidated, or an outside shareholder participates in Siemens Healthineers Holding I GmbH for the first time within the meaning of Section 307 of the German Stock Corporation Act (AktG). In the event that shares are disposed of, Siemens Healthineers AG may also terminate this agreement as of the effective date of conclusion of the promissory agreement relating to the disposal of the shares in Siemens Healthineers Holding I GmbH.
- 4.4 Notice of termination of this agreement shall be given to the other party in writing.

Article 5 - Final provisions

- 5.1 The interpretation of individual provisions of this agreement shall be subject to Section 14 and Section 17 of the German Corporation Tax Act (KStG), as amended from time to time.
- 5.2 Should any provision of this agreement be or become ineffective or unenforceable in whole or in part or should this agreement contain a gap, this shall not affect the validity of the remaining provisions of this agreement. In place of the ineffective or unenforceable provision, the parties shall agree on an effective or enforceable provision which, in its economic effect, comes as close as legally possible to that of the ineffective or unenforceable provision. In the event of a gap in this agreement, the parties shall agree on a provision that would have been intended, in light of the object and purpose of this agreement, had they considered the point on concluding this agreement.
- 5.3 If, under the terms of this agreement, a declaration is to be made in writing, such a declaration shall be signed by the declaring party, signing his/her name in his/her own hand, and transmitted to the other party as an original. The written form described above may not be replaced by the electronic form.
- 5.4 Place of performance and jurisdiction for both parties shall be Munich.

[Signature pages follow]

Munich, November 25, 2022

Siemens Healthineers AG

[signed]

Dr. Bernhard Montag

Member of the Managing Board

[signed]

Dr. Jochen Schmitz

Member of the Managing Board

Munich, November 25, 2022

Siemens Healthineers Holding I GmbH

[signed]

Roland Hummel

Managing Director

[signed]

Gernot Sanders

Managing Director

This document prepared for the convenience of English speaking readers is a translation of the German original. For purposes of interpretation, the German text shall be authoritative and final.