

Convenience Translation

This version of the Profit and Loss Transfer Agreement, prepared for the convenience of English-speaking readers, is a translation of the German original. For purposes of interpretation the German text will be authoritative and final.

PROFIT AND LOSS TRANSFER AGREEMENT

by and between

1. **Formycon AG**, whose registered office is in Munich, registered in the commercial register of the Munich Local Court (*Amtsgericht München*) under no. HRB 200801,

- the “**Controlling Company**” -

2. **FYB202 Project GmbH**, whose registered office is in Planegg-Martinsried, registered in the commercial register of the Munich Local Court under no. HRB 276520,

- the “**Controlled Company**” -

– the Controlling Company and Controlled Company also referred to collectively below as the “**Parties**” –

BACKGROUND

- (A) The Controlling Company is the sole shareholder of the Controlled Company.
- (B) In this agreement (the “**Agreement**”), the Parties intend to establish a corporate income and trade tax group for the purposes of Section 14 and following of the German Corporate Income Tax Act (*Körperschaftsteuergesetz*) and Section 2(2), second sentence of the German Trade Tax Act (*Gewerbesteuer-gesetz*) that will take effect for tax purposes from 1 January 2026.
- (C) NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 TRANSFER OF PROFITS

- 1.1 The Controlled Company hereby agrees to transfer its entire profits to the Controlling Company in accordance with the provisions of Section 301 of the German Stock Corporation Act (*Aktiengesetz*), as amended from time to time.
- 1.2 The Controlled Company may place amounts from the net income for the year in retained earnings (Section 272(3) of the German Commercial Code (*Handels-gesetzbuch*)) with the approval of the Controlling Company to the extent permitted under commercial law and economically justified based on reasonable commercial judgement.
- 1.3 Any other retained earnings created during the term of the Agreement are, to the extent legally permissible, to be released upon request by the Controlling Company and used to offset any net loss for the year, provided that this is not

contrary to Section 302 of the German Stock Corporation Act, as amended from time to time, or to be transferred as profits.

- 1.4 Any amounts from the release of capital reserves, from retained earnings created before this Agreement came into effect and/or from profits carried forward created from before this Agreement came into effect may not be transferred as profits and may not be used to offset a net loss for the year unless this is required by Section 302 of the German Stock Corporation Act, as amended from time to time.
- 1.5 The claim to transfer of profits arises at the end of each financial year of the Controlled Company and becomes due at the time the annual financial statements of the Controlled Company are adopted.

Section 2 ASSUMPTION OF LOSSES

The provisions of Section 302 of the German Stock Corporation Act, as amended from time to time, are to be applied by analogy to the assumption of losses.

Section 3 EFFECTIVE DATE AND TERM

- 3.1 This Agreement will become effective upon its entry in the commercial register responsible for the Controlled Company and will apply retroactively from the start of the financial year of the Controlled Company in which the Agreement becomes effective.
- 3.2 This Agreement is entered into for an indefinite period. The Agreement may be terminated observing a notice period of one month to the end of a financial year of the Controlled Company, but no earlier than with effect from a time that is at least five full years (i.e. 60 months) from the start of the financial year of the Controlled Company in which this Agreement became effective.
- 3.3 In addition, this Agreement may be terminated at any time with immediate effect where cause exists. Cause exists in particular but not exclusively if the Controlling Company no longer holds a majority of the voting rights in the Controlled Company, the Controlling Company sells its interest in the Controlled Company or transfers it as an equity contribution, the Controlling Company or Controlled Company is merged, split, converted into a partnership or liquidated, or an outside shareholder within the meaning of Section 307 of the German Stock Corporation, as amended from time to time, acquires an interest in the Controlled Company for the first time.
- 3.4 Any notice of termination must be in writing and signed in accordance with Section 126 of the German Civil Code (*Bürgerliches Gesetzbuch*).

Section 4 MISCELLANEOUS

- 4.1 Any reference to statutory provisions is made to the latest version of that provision.
- 4.2 When interpreting individual terms of this Agreement, Section 14 and following of the German Corporate Income Tax Act and Section 2(2), second sentence of the German Trade Tax Act, as amended from time to time, or any relevant successor provisions are to be observed.
- 4.3 Should any terms of this Agreement conflict with Section 1.1 of the Agreement, Section 1.1 will be controlling.
- 4.4 The Munich Regional Court (*Landgericht München*) will have exclusive jurisdiction for any disputes arising out of and in connection with this Agreement to the extent legally permissible.
- 4.5 Any amendments or additions to this Agreement and the declarations to be made under it must be in writing and signed in accordance with Section 126 of the German Civil Code in order to be effective, unless more stringent formal requirements are to be met. This also applies to any amendment of this requirement of signed written form itself.
- 4.6 If any provision or part of a provision of the Agreement is or becomes ineffective, unenforceable or incomplete, the remainder of the provisions of the Agreement will remain in full force and effect. The ineffective, unenforceable or incomplete provision will be agreed as being replaced by a legally admissible and enforceable provision that comes as close as economically possible to what the Parties intended or would have intended based on the intent and purpose of the Agreement if they had been aware of the ineffectiveness or unenforceability of the provisions or any incomplete provisions. By way of extreme caution, the Parties agree to confirm the legally admissible and enforceable provision without delay in the required form, but at least in writing and signed form in accordance with Section 126 of the German Civil Code (*Bürgerliches Gesetzbuch*).

Martinsried/Planegg, this 29 April 2026

Formycon AG

gez. Dr. Andreas Seidl,
Management Board Member

gez. Enno Spillner,
Management Board Member

FYB202 Project GmbH

gez. Dr. Stefan Glombitza,
Managing Director

gez. Nicola Mikulcik,
Managing Director