Report on the audit of the Spin-off and Transfer Agreement

between

thyssenkrupp AG
Duisburg and Essen
as transferring entity

and

thyssenkrupp Projekt 3 GmbH
Essen
as acquiring entity

This document is a courtesy translation of our report “Bericht über die Prüfung des Abspaltungs- und Übernahmevertrages zwischen der thyssenkrupp AG, Duisburg und Essen, als übertragendem Rechtsträger und der thyssenkrupp Projekt 3 GmbH, Essen, als übernehmendem Rechtsträger“, which was written in German. This English version serves only as an explanatory note and shall not be signed by us. The German version of the report including terms and conditions shall be the binding version, the translation into English is a courtesy translation.

KPMG AG
Wirtschaftsprüfungsgesellschaft

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List of Abbreviations

%	Percent
&	And
ADR	American Depositary Receipt
AG	Aktiengesellschaft (public corporation)
AöR	Anstalt öffentlichen Rechts (public-law institution)
Cf.	Confer (latin for: compare)
Co.	Compagnie (company)
Dr.	Doctor
e.g.	For example
EUR	Euro
(future) tk accelis Group	tk accelis Group AG & Co. KGaA, Essen
GmbH	Gesellschaft mit beschränkter Haftung (limited liability company)
HGB	Handelsgesetzbuch (German commercial code)
HRB	Handelsregister Abteilung B (German commercial register, section B)
hrs	Hours
i.e.	That is
IFRS	International Financial Reporting Standards
Inc.	Incorporated
IPO	Initial public offering
KGaA	Kommanditgesellschaft auf Aktien (partnership limited by shares)
LLC	Limited liability company
LTI	Long term incentive
NA	North America
No.	Number
para.	Paragraph
thyssenkrupp AG	thyssenkrupp AG, Duisburg and Essen
tk	thyssenkrupp (internal abbreviation)
tk accelis Abspaltungs GmbH	tk accelis Abspaltungs GmbH, Essen
tk accelis Beteiligungen GmbH	tk accelis Beteiligungen GmbH, Essen
tk accelis GmbH	tk accelis GmbH, Essen

tk accelis Management AG	thyssenkrupp Materials Services Management AG, Es-sen
tk Austria Beteiligungs GmbH	thyssenkrupp Austria Beteiligungs GmbH, Vienna
tk Materials Services Finance GmbH	thyssenkrupp Materials Services Finance GmbH, Essen
tk Projekt 3 GmbH	thyssenkrupp Projekt 3 GmbH, Essen
tk Projekt 16 GmbH	thyssenkrupp Projekt 16 GmbH, Essen
tk Services GmbH	thyssenkrupp Services GmbH, Essen
tk TB	thyssenkrupp Technologies Beteiligungen GmbH, Essen
tkMNA Holding	thyssenkrupp Materials NA Holding, LLC, Southfield, Michigan
UmwG	Umwandlungsgesetz (German Transformation Act)
UmwStG	Umwandlungssteuergesetz (German Transformation Tax Act)
UK	United Kingdom
USA	United States of America

1 Engagement and scope of work

1.1 Preliminary remark

Since the restructuring of the thyssenkrupp Group in 2023, the operating business activities of the thyssenkrupp Group have been managed in five independent segments under the head of thyssenkrupp AG, headquartered in Duisburg and Essen, (hereinafter "thyssenkrupp AG") as the Group parent company. Since then, the operating business has been divided into the Automotive Technology, Decarbon Technologies, Materials Services, Steel Europe and Marine Systems segments. The Marine Systems segment has already been separated as a newly formed sub-group by way of a spin-off and has been listed on the stock exchange since 20 October 2025.

The Executive Board of thyssenkrupp AG has resolved, with the approval of the Supervisory Board, to establish the Materials Services segment, which is part of the thyssenkrupp Group, as a newly formed independent sub-group. This will be consolidated under thyssenkrupp Projekt 3 GmbH, Essen, which, following its conversion into a partnership limited by shares (KGaA), will in future operate under the name of "tk accelis Group AG & Co. KGaA" (hereinafter referred to as "tk Projekt 3 GmbH" or "future tk accelis Group"). To facilitate this transition, a minority stake in the future tk accelis Group will be transferred to the shareholders of thyssenkrupp AG, followed by a separate listing on the Frankfurt Stock Exchange.

Prior to the spin-off, thyssenkrupp AG will bundle the entities allocated to the Materials Services segment into three divisions by way of intragroup restructuring. These divisions are expected to be transferred to tk accelis Beteiligungen GmbH (hereinafter "tk accelis Beteiligungen GmbH"), a wholly owned subsidiary of thyssenkrupp AG, in July 2026. The intragroup restructuring is expected to be substantially completed before the spin-off becomes effective.

In preparation for the spin-off, both tk accelis Beteiligungen GmbH and thyssenkrupp Materials Services Finance GmbH, Essen (hereinafter “tk Materials Services Finance GmbH”), are expected to be transferred, through a series of intragroup reorganization steps and subject to the condition precedent of the aforementioned transfer of the three divisions to tk accelis Beteiligungen GmbH taking effect, with a 51.0 % shareholding being transferred to tk Projekt 3 GmbH and a 49.0 % shareholding being transferred to thyssenkrupp Projekt 16 GmbH, Essen (which is expected to operate under the name tk accelis Abspaltungs GmbH, Essen, in the future; hereinafter “tk accelis Abspaltungs GmbH”).

The Materials Services segment will be legally separated by way of a spin-off for absorption in accordance with the German Transformation Act (Umwandlungsgesetz - UmwG) pursuant to section 123 para. 2 no. 1 UmwG by transferring all shares in tk accelis Abspaltungs GmbH (including its shares in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH) by thyssenkrupp AG to the future tk accelis Group. In return for the spin-off, it is intended that new limited partnership shares of the future tk accelis Group will be allocated to the shareholders of thyssenkrupp AG free of charge at a ratio of 20:1, i.e. the shareholders of thyssenkrupp AG are to receive one limited partnership share in the future tk accelis Group for every 20 shares in thyssenkrupp AG.

Upon the spin-off taking effect, the shareholders of thyssenkrupp AG will hold 49.0 % of the limited partnership shares in the future tk accelis Group and thyssenkrupp AG will hold 51.0 % of the limited partnership shares in the future tk accelis Group indirectly via thyssenkrupp Technologies Beteiligungen GmbH, Essen (hereinafter referred to as “tk TB”). Accordingly, the shareholders of thyssenkrupp AG will continue – even after the spin-off – to be invested, in aggregate 100%, indirectly via thyssenkrupp AG and directly, in the activities of the Materials Services segment which will then be fully bundled in the future tk accelis Group and its direct and indirect subsidiaries existing after the spin-off ("tk accelis sub-group").

With the separation of the Materials Services segment, the Executive Board of thyssenkrupp AG is pursuing the goal of giving it the necessary entrepreneurial flexibility, to better exploit its full potential in terms of growth potential and value creation opportunities. The spin-off will have other significant advantages for the Materials Services segment. In particular, it will improve the framework conditions for the development and implementation of the Materials Services segment's own strategy. Access to the capital market will, among other things, increase entrepreneurial flexibility, facilitate the realization of attractive investment opportunities and raise the profile and visibility of the Materials Services segment on the capital market.

The spin-off is based on the notarized Spin-off and Transfer Agreement entered into between thyssenkrupp AG and the tk Projekt 3 GmbH on 17 June 2026 before the notary Dr. Ulrich Irriger having his official seat in Essen ("Spin-off and Transfer Agreement"). The version of the Spin-off and Transfer Agreement thereto published on the thyssenkrupp AG website is attached to this Spin-Off Audit Report (as defined below) as appendix 2, with the addition of appendix 12.

In accordance with the Spin-off and Transfer Agreement, the spin-off is intended to be effected as between thyssenkrupp AG and the future tk accelis Group with retroactive economic effect from 1 January 2026 (00.00 hrs) ("spin-off effective date"). It will take effect upon registration in both commercial registers (Handelsregister) of thyssenkrupp AG. As of this date, the future tk accelis Group will become the parent entity of the newly formed tk accelis sub-group. Pursuant to section 2 UmwStG the effective transfer date for tax purposes, which is to be distinguished from the effective date of the spin-off, corresponds to the end of the accounting reference date of the closing statement of financial position on which the spin-off will be based pursuant to section 125 para. 1 sentence 1, section 17 para. 2 UmwG, and is thus 31 December 2025, 24.00 hrs.

1.2 Appointment as spin-off auditor

At the joint request of the Executive Board of thyssenkrupp AG and the board of directors of tk Projekt 3 GmbH, the Regional Court (Landgericht) of Dortmund appointed us as the joint expert spin-off auditor by decision of 11 March 2026.

Subsequently, with engagement letter as of 5 May 2026, the Executive Board of thyssenkrupp AG and the board of directors of tk Projekt 3 GmbH engaged us jointly as an independent expert to audit the spin-off.

1.3 Scope of the audit

The subject of this spin-off audit is the concluded Spin-off and Transfer Agreement between thyssenkrupp AG and tk Projekt 3 GmbH. The scope of our audit is determined by section 125 para. 1 sentence 1 in conjunction with sections 9 to 12 UmwG. In accordance with the above-mentioned rules the audit has to cover:

- whether the information in the Spin-off and Transfer Agreement is complete and accurate,

- and whether the proposed exchange or allocation ratio is appropriate.

Section 12 para. 2 UmwG requires the audit report to include a written declaration regarding the adequacy of the exchange ratio. The adequacy is usually derived by a value ratio of the legal entities involved. As a result, the shareholders of thyssenkrupp AG as the transferring entity will hold shares in the acquiring entity in the same proportion as the value of the spin-off assets bears to the value of the existing assets of the future tk accelis Group.

In the present case, the spin-off assets consist solely of thyssenkrupp AG's 100 % shareholding in tk accelis Abspaltungs GmbH, whose sole assets are the 49.0 % shareholding in tk accelis Beteiligungen GmbH and the 49.0 % shareholding in tk Materials Services Finance GmbH from an economic perspective at the time the spin-off takes effect. On the other hand, the only assets of the future tk accelis Group at the time of the resolution on the spin-off, are its 51.0 % shareholding in tk accelis Beteiligungen GmbH and the 51.0 % shareholding in tk Materials Services Finance GmbH, because from an economic perspective the future tk accelis Group will not have any other assets or any potential impact on value, for example due to costs and expenses associated with the preparation and implementation of the spin-off which are compensated by thyssenkrupp AG.

Thus, at the time the spin-off takes effect, only the shares in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH held by each of the entities are relevant for the value ratio between tk accelis Abspaltungs GmbH and the future tk accelis Group, the ratio of which is 49.0 % to 51.0 %. The shareholders of thyssenkrupp AG will be directly involved, and thyssenkrupp AG will be indirectly involved through its 100 % subsidiary tk TB, in the future tk accelis Group in the exact ratio of 49.0 % to 51.0 % upon the effectiveness of the spin-off. Therefore, the spin-off will be carried out in a manner preserving the pro-rata shareholdings; the spin-off will not result in any shift in assets between thyssenkrupp AG, its shareholders or among thyssenkrupp AG's shareholders. It is also for this reason that no comparative entity valuation is required.

Therefore, the term allocation ratio is used instead of exchange ratio. Please see section 3 of this report regarding purpose, type and scope of the spin-off audit for further information.

Our audit opinion is based on the information made available to us upon the completion of our audit procedures. Should any events occur between the completion of our audit procedures and the effective date of the spin-off that may affect the audit opinion, these must still be taken into account.

1.4 Received documentation and provision of information

We have carried out our work from 5 May to 19 June 2026. The main documents on which our work is based are summarized below:

- Spin-off and Transfer Agreement regarding the spin-off of a minority shareholding in the Materials Services segment between thyssenkrupp AG and tk Projekt 3 GmbH dated 17 June 2026, including appendices – cf. Appendix 2 – and their preceding drafts;
- Joint Spin-off Report by the Executive Board of thyssenkrupp AG and the management of tk Projekt 3 GmbH on the spin-off of a minority shareholding in the Materials Services segment dated 16 June 2026 and their preceding drafts;
- Framework agreement between thyssenkrupp AG and tk Projekt 3 GmbH concerning further regulations necessary for the separation of the tk accelis sub-group, as well as the principles of cooperation between thyssenkrupp AG and the future tk accelis sub-group fol-

lowing the spin-off and stock exchange listing of the acquiring entity dated 17 June 2026 – Appendix 12 to the Spin-off and Transfer Agreement;

- Minutes on the resolutions of the Executive Board of thyssenkrupp AG regarding the spin-off;
- Current excerpt from the commercial register and Articles of Association of thyssenkrupp AG;
- Current excerpts from the commercial register and Articles of Association of
  - thyssenkrupp Materials Services Finance GmbH, Essen,
  - thyssenkrupp Materials Services Management AG, Essen,
  - thyssenkrupp Projekt 16 GmbH, Essen,
  - thyssenkrupp Projekt 3 GmbH, Essen,
  - tk accelis Beteiligungen, Essen,
  - tk accelis GmbH, Essen;
- Annual financial statements, including management report and consolidated financial statements of thyssenkrupp AG for the financial year 2024/2025 (dated 30 September 2025) according to HGB / IFRS;
- Opening balance sheet as of 30 September 2025, interim balance sheet as of 31 December 2025 and pro forma interim balance sheet as of 1 January 2026 of thyssenkrupp AG according to HGB;
- Opening balance sheet as of 30 September 2025, interim balance sheet as of 30 April 2026 and pro forma interim balance sheet as of 30 September 2026 of tk Projekt 3 GmbH according to HGB;
- Opening balance sheet as of 30 September 2025, interim balance sheet as of 30 April 2026 and pro forma interim balance sheet as of 30 September 2026 of tk Projekt 16 GmbH according to HGB;
- Closing balance sheet (spin-off balance sheet) as of 31 December 2025 and pro forma balance sheet as of 1 January 2026 of thyssenkrupp AG, according to HGB.

The Executive Board of thyssenkrupp AG and the board of directors of tk Projekt 3 GmbH as well as authorized staff members willingly provided us with explanations and evidence as well as written and oral information. The Executive Board of thyssenkrupp AG and the board of directors of tk Projekt 3 GmbH each issued a letter or representation stating that we have received all information relevant for the spin-off audit and that the information provided is accurate and complete.

1.5 Terms and conditions and release to third party

The terms governing this engagement are set out in the General Engagement Terms for Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften (German Public Auditors and Public Audit Firms) in its version as of 1 January 2024 (please refer to appendix 3).

The audit report is prepared in conjunction with the conclusion of the Spin-off and Transfer Agreement and is intended for internal use by thyssenkrupp AG and the future tk accelis Group only.

Internal use in this context also includes (i) to refer to and to use the audit report for written and oral communication with the shareholders of thyssenkrupp AG and the future tk accelis Group, as well as providing information during general meetings of both companies that resolve on the approval of the Spin-off and Transfer Agreement. It further includes the opportunity for shareholders to review the audit report during the aforementioned general meetings and to make the audit report available to the shareholders in its entirety and to publish documents respectively in accordance with section 125 para. 1 sentence 1 UmwG in conjunction with section 63 UmwG, and (ii) the submission to the commercial courts of thyssenkrupp AG and the future tk accelis Group.

Subject to our prior written approval, the audit report may be released to third parties in its full version only. The release is conditional upon the third party agreeing in writing to accept the current General Engagement Terms for Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften in its version as of 1 January 2024 and the limitations in our liability as well as confirming that it will treat the audit report as confidential and will not release the audit report to any other party.

2 Presentation of the spin-off

On the date the spin-off of thyssenkrupp AG's shareholding in tk accelis Abspaltungs GmbH to the future tk accelis Group takes effect and the limited partnership shares in the future tk accelis Group are granted to the shareholders of thyssenkrupp AG in return, the shareholders of thyssenkrupp AG will hold 49.0 % of the future tk accelis Group share capital. thyssenkrupp AG will remain invested indirectly via tk TB, holding 51.0 % of the future tk accelis Group's share capital.

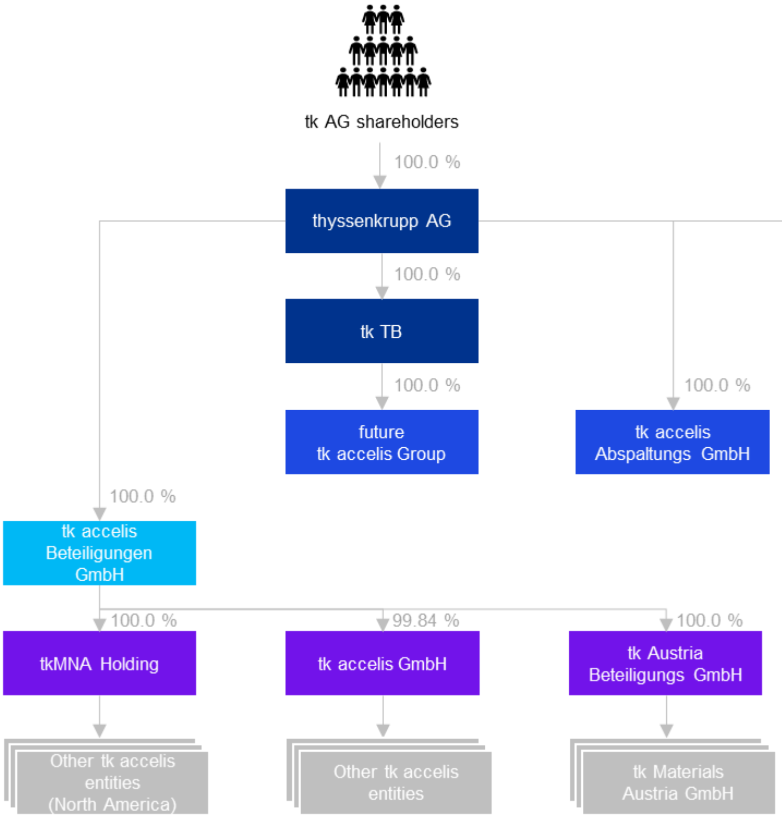
In the present case, a business valuation requiring, on the one hand, the valuation of the spin-off assets and, on the other hand, the valuation of the acquiring entity is not necessary for determining the allocation ratio, i.e., the number of limited partnership shares that the shareholders of the transferring entity receive in the acquiring entity. This is because the spin-off is structured as a pro-rata spin-off by absorption (verhältniswahrende Abspaltung) under the so-called zero-value model (Nullwertmethode), which has been proven and generally accepted in practice. This requires that, before the spin-off takes effect, the future tk accelis Group and tk accelis Abspaltungs GmbH hold proportionate shareholdings in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH and that neither the future tk accelis Group nor tk accelis Abspaltungs GmbH holds any other assets and/or liabilities, unless value effects thereof are appropriately compensated through suitable measures in the relevant proportion.

The zero-value model (Nullwertmodell) ensures that (a) the shareholding of thyssenkrupp AG on the one hand and the shareholding of thyssenkrupp AG's shareholders on the other hand in the future tk accelis Group after the spin-off takes effect corresponds to the value ratio between the future tk accelis Group and tk accelis Abspaltungs GmbH and (b) the share allocated in total to thyssenkrupp AG's shareholders in the future tk accelis Group after the spin-off corresponds to their relative extent of participation in thyssenkrupp AG at the time of the spin-off.

The following main steps have been or will be implemented to create the spin-off structure and implement the zero-value model:

- For the purpose of separating the Materials Services segment, the entities attributable to the segment are bundled into three divisions by way of an intragroup restructuring. The business of the Materials Services segment in North America is held by thyssenkrupp Materials NA Holding, LLC, Southfield/Michigan/USA, (hereinafter "tkMNA Holding"), the Austrian business of the Materials Services segment is held by thyssenkrupp Austria Beteiligungs GmbH, Vienna/Austria, (hereinafter "tk Austria Beteiligungs GmbH"), and the remaining domestic and foreign business of the Materials Services segment is held by tk accelis GmbH, Essen, (hereinafter "tk accelis GmbH").
- These three divisions are expected to be transferred to tk accelis Beteiligungen GmbH, a wholly owned subsidiary of thyssenkrupp AG, in July 2026. For this purpose, thyssenkrupp AG will in particular sell and/or transfer 89.74 % of the shareholding in tk accelis GmbH to tk accelis Beteiligungen GmbH. As a result, tk accelis Beteiligungen GmbH will hold 89.74 % of the shareholding in tk accelis GmbH. The other shareholders of tk accelis GmbH are thyssenkrupp Services GmbH, Essen, (hereinafter "tk Services GmbH"), with a shareholding in 10.10 %, and Erste Abwicklungsanstalt AöR, Düsseldorf, with a shareholding in 0.16 %. tk Services GmbH will transfer the shareholding in tk accelis GmbH to tk accelis Beteiligungen GmbH subject to the condition precedent of the spin-off taking effect.

The following diagram is a simplified illustration of the ownership structure within the thyssenkrupp Group after the internal restructuring and before the legal restructuring steps in the course of preparing the zero-value model (status as at 5 May 2026):



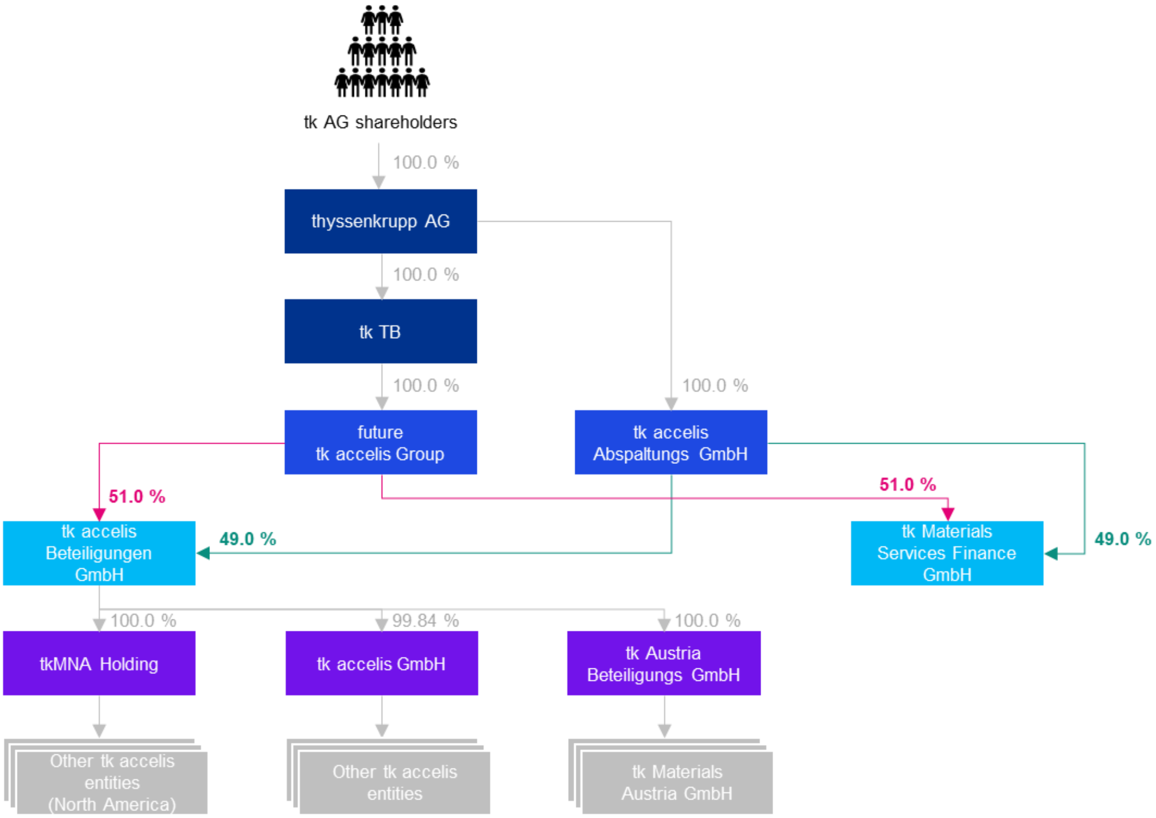
Source: thyssenkrupp AG; Spin-off Report; KPMG Analysis.

To establish the spin-off structure and ensure the zero-value model, the following preparatory internal restructuring steps will be conducted:

- In preparation for the spin-off, thyssenkrupp AG sold and/or transferred its entire shareholding in tk Materials Services Finance GmbH on 6 May 2026 to the future tk accelis Group and tk accelis Abspaltungs GmbH, i.e. 51.0 % to the future tk accelis Group and 49.0 % to tk accelis Abspaltungs GmbH.
- In a further step, thyssenkrupp AG will contribute its 51.0 % shareholding in tk accelis Beteiligungen GmbH as a contribution in kind first to tk TB, a wholly owned subsidiary of thyssenkrupp AG, in return for the issuance of new shares in tk TB, each subject to the condition precedent of the aforementioned transfer of the three divisions to tk accelis Beteiligungen GmbH taking effect in July 2026. Thereafter, tk TB will contribute its 51.0 % shareholding in tk accelis Beteiligungen GmbH as a contribution in kind to the future tk accelis Group in return for the issuance of new shares in the future tk accelis Group. In addition, thyssenkrupp AG will contribute its 49.0 % shareholding in tk accelis Beteiligungen GmbH as a contribution in kind to tk accelis Abspaltungs GmbH in return for the issuance of new shares in tk accelis Abspaltungs GmbH.
- After completion of the steps described above, the future tk accelis Group and tk accelis Abspaltungs GmbH will together hold 100.0 % of tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH.
- The intragroup restructuring will be almost completed by the time of the spin-off. The few transfers of foreign and/or domestic activities and entities of the Materials Services seg-

ment to tk accelis GmbH and its subsidiaries that are still outstanding in this context are to take place in connection with, or shortly after, the spin-off takes effect.

The following diagram is a simplified illustration of the Group structure immediately prior to the implementation of the spin-off:



Source: thyssenkrupp AG; Spin-off Report; KPMG Analysis.

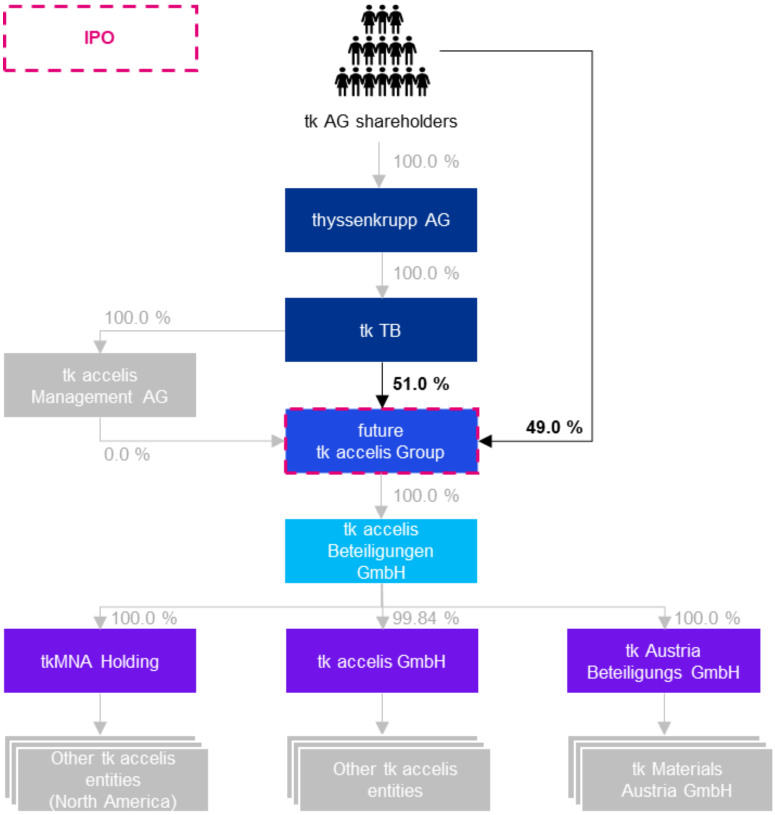
The essential steps of the spin-off are outlined below:

- For the implementation of the spin-off, thyssenkrupp AG is intended to transfer its entire shareholding in tk accelis Abspaltungs GmbH (including its subsidiaries) to the future tk accelis Group by way of the spin-off by absorption pursuant to section 123 para. 2 no. 1 UmwG ("spin-off").
- In return for the spin-off, it is intended that new limited partnership shares of the future tk accelis Group will be allocated to the shareholders of thyssenkrupp AG free of charge at a ratio of 20:1, i.e. the shareholders of thyssenkrupp AG are to receive one (1) limited partnership share in the future tk accelis for every 20 shares in thyssenkrupp AG. The new limited partnership shares to be granted to the shareholders of thyssenkrupp AG will be created by the future tk accelis Group by means of a capital increase to implement the spin-off ("spin-off capital increase"). These shares are intended to amount to 49.0 % of the future tk accelis Group's future share capital existing after the spin-off capital increase. The remaining 51.0 % of the future tk accelis Group's future share capital should continue to be held indirectly by thyssenkrupp AG via tk TB after the spin-off taking effect.
- To create the spin-off structure, purchase and transfer agreements will be concluded in July 2026 between thyssenkrupp AG and tk accelis GmbH regarding the minority shareholding allocated to the Materials Services segment of thyssenkrupp AG in tk accelis Materials GmbH, Essen, and thyssenkrupp Materials Trading GmbH, Essen, each in the amount of

10.10 %, and in thyssenkrupp Materials Processing Europe GmbH, Krefeld, in the amount of 10.34 %. The relevant purchase and transfer agreements will provide that the legal validity of the agreements for transferring the aforementioned minority shareholdings will in each case be subject to the condition precedent of the spin-off taking effect and will occur the moment after the spin-off has taken effect and the condition precedent of the performance of the purchase and transfer agreement between tk Services GmbH and tk accelis Beteiligungen GmbH regarding the 10.10 % shareholding in tk accelis GmbH.

- For the purpose of financing the majority of the purchase prices for the above share transfers, thyssenkrupp AG is expected to make a contribution to the capital reserve of tk accelis Beteiligungen GmbH at the end of June 2026.
- Immediately after the spin-off takes effect, it is intended that all limited partnership shares of the future tk accelis Group will be admitted to trading in the sub-segment of the regulated market with additional post-admission obligations (Prime Standard) of the Frankfurt Stock Exchange.
- In addition, it is intended to merge tk accelis Abspaltungs GmbH into the future tk accelis Group pursuant to section 2 no. 1 UmwG without any issuance of shares, at which time the future tk accelis Group will hold all shares in tk accelis Abspaltungs GmbH. As part of the merger, all assets of tk accelis Abspaltungs GmbH (including its shareholdings in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH) will pass to the future tk accelis Group, whereby the future tk accelis Group will hold all shares in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH. tk accelis Abspaltungs GmbH will cease to exist.
- Once the merger of tk accelis Abspaltungs GmbH into the future tk accelis Group takes effect, it is intended to implement the merger of tk Materials Services Finance GmbH into the future tk accelis Group. As part of the merger, all assets of tk Materials Services Finance GmbH will pass to the future tk accelis Group and tk Materials Services Finance GmbH will cease to exist.
- As a result, after the spin-off takes effect, the shareholders of thyssenkrupp AG will hold 49.0 % of the limited partnership shares in the future tk accelis Group and thyssenkrupp AG will indirectly hold 51.0 % of the limited partnership shares in the future tk accelis Group via tk TB. Accordingly, even after the spin-off, the shareholders of thyssenkrupp AG will continue invested in aggregate 100 % in the activities of the Materials Services segment, indirectly via thyssenkrupp AG and directly, once these activities have been fully bundled in the future tk accelis Group and in the tk accelis sub-group existing after the spin-off.

- The following chart illustrates the simplified group structure following the spin-off and mergers of tk accelis Abspaltungs GmbH and tk Materials Services Finance GmbH into the future tk accelis Group:



Source: thyssenkrupp AG; Spin-off Report; KPMG Analysis.
Note: The renaming and change of legal form of tk accelis Management AG took place in May 2026 (see section 2.4.5 of the Spin-off Report). Previously, the company existed in the legal form of a GmbH and was named "thyssenkrupp Projekt 18 GmbH"; position as personally liable partner of the future tk accelis Group.

3 Subject, type and scope of the spin-off audit

3.1 Preliminary remark

Subject to the spin-off audit is the Spin-off and Transfer Agreement between thyssenkrupp AG and tk Projekt 3 GmbH as of 17 June 2026. The spin-off must be audited pursuant to sections 9 to 12 UmwG and section 125 para. 1 sentence 1 in conjunction with section 60 UmwG. In accordance with the governing regulations the Spin-Off Audit Report examines whether the information included in the Spin-off and Transfer Agreement is accurate and complete. Furthermore, the audit report examines whether the proposed allocation ratio as well as – if applicable – the additional cash payments of proportional participations or a membership in the acquiring entity represent an appropriate contribution.

If, as in the present case, the spin-off is structured as a pro-rata spin-off by absorption (verhältniswahrende Abspaltung) under the so-called zero-value model (Nullwertmodell), the focus of the audit is to assess whether, from an economic perspective, both the spin-off assets (in this case: the shareholdings in tk accelis Abspaltungs GmbH) and the acquiring entity (in this case: future tk accelis Group) represent economically identical valuation objects. In particular, this requires confirming that the only assets of both the spin-off assets and the acquiring entity are its shareholdings in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH and, from an economic perspective, will not have any other assets or any potential impact on value, for example due to costs and expenses associated with the preparation and implementation of the spin-off which are compensated by thyssenkrupp AG.

3.2 Spin-off and Transfer Agreement

3.2.1 Audit of the completeness

With regard to the audit of completeness of the Spin-off and Transfer Agreement, the minimum requirements of the German Transformation Act (UmwG) in general and, specifically with regard to the legal form, are determinative.

The following minimum content for a Spin-off and Transfer Agreement results in the present case from the information required in accordance with section 126 para. 1 UmwG.

- company name and registered office of the legal entities involved in the spin-off;
- the agreement about the transfer of the part of the assets of the transferring entity in its entirety in exchange for shares in the acquiring entity;
- the allocation ratio of shares and, if applicable, the amount of the additional cash payment at the acquiring entity;
- details for the transfer of shares of the acquiring entity;
- the point in time as of which these shares grant a claim to a participation in the balance sheet profit as well as all specific conditions and aspects relating to this claim;

- the point in time as of which actions of the transferring entity are deemed to be made for the account of the acquiring entity (spin-off effective date);
- rights which the acquiring entity grants to individual shareholders as well as to holders of special rights such as non-voting shares, preferred shares, shares with additional voting rights, bonds and profit-sharing rights, or measures contemplated for these persons;
- every special benefit granted to a member of the Executive Board or the Supervisory Board of the entities involved in the spin-off, or a managing shareholder, a partner, an auditor or a spin-off auditor;
- the exact specification and allocation of items in assets and liabilities which are being transferred to the acquiring entity as well as the operations and parts of the operations that are being transferred;
- the allocation of shares of the acquiring entity to shareholders of the transferring entity as well as the allocation standard;
- consequences of the spin-off for employees and their representatives as well as the measures planned in this regard.

Elective components of the Spin-off and Transfer Agreement cannot be audited with respect to completeness because there is no corresponding statutory requirement. However, such elective elements as parts of the Spin-off and Transfer Agreement, based on the prevailing view in the legal literature, are subject to control of accuracy.

3.2.2 Audit of the accuracy

The review of the accuracy of the (statutory and elective) provisions in the Spin-off and Transfer Agreement involves whether these are objectively correct and free of contradictions. The determinative aspect is that the facts upon which the Spin-off and Transfer Agreement is based correspond to the actual circumstances and that any forecasts and opinions are plausible. The audit does not comprise the general validity and legality of provisions in the Spin-off and Transfer Agreement. If objections or concerns about the accuracy and/or the validity of individual agreements arise during the audit, this must be pointed out in the audit report.

3.2.3 Audit of the allocation ratio

The main focus of the spin-off audit involves the reasonableness of the allocation ratio set in the Spin-off and Transfer Agreement according to which the shareholders of thyssenkrupp AG (proportionately) receive one no-par value limited partnership bearer share in the future tk accelis Group for every twenty no-par value bearer shares in thyssenkrupp AG.

Pursuant to section 125 para. 1 sentence 1 UmwG in conjunction with. Section 12 para. 2 UmwG, the audit report must state in this regard:

- according to which methods the proposed allocation ratio has been determined,
- the reasons supporting the reasonableness of applying these methods,
- which allocation ratio or which equivalent would result respectively when applying different methods if more than one have been applied; it is also necessary to show which weight the different methods were given when determining the proposed allocation ratio or the equivalent and the underlying values and which particular difficulties arose when valuing the entities.

The methods for determining the allocation ratio are not expressly regulated by law. The provisions in section 12 para. 2 UmwG, however, generally anticipate that enterprise valuations are necessary. As comprehensively described in sections 2 and 5.1.3 of our audit report, no comparative entity valuation of the tk accelis Abspaltungs GmbH as spin-off asset and the future tk accelis Group as the acquiring legal entity is required in the present case to determine the allocation ratio due to the zero-value model (Nullwertmodell).

3.3 Spin-off Report

The representative bodies of the legal entities involved in the spin-off are required to issue a detailed report in accordance with section 127 sentence 1 UmwG. This report must explain in detail the proposed spin-off and the Spin-off and Transfer Agreement or its draft. Furthermore, in case of a spin-off it must provide reasons for the allocation ratio or any memberships in the acquiring entity, as well as the amount of the cash payment offered in legal and economic terms. The Spin-off Report can be issued as a joint report by the representative bodies of both entities involved.

The representative bodies of thyssenkrupp AG and tk Projekt 3 GmbH decided to issue a joint Spin-off Report. In this report, the spin-off, the Spin-off and Transfer Agreement (consisting of spin-off and transfer) and especially the spin-off allocation ratio is explained and justified from an economic and legal perspective. The Spin-off Report is not subject to spin-off audit by law. The Spin-off Report, however, can be taken into consideration for additional information during the audit of the Spin-off and Transfer Agreement. The Spin-off Report is also significant to the extent that possible contradictions in any declarations issued by the representative bodies of the transferring and acquiring entity may be identified. It may also give rise to discrepancies in accuracy and completeness of the Spin-off and Transfer Agreement.

4 Description of the entities involved

4.1 thyssenkrupp AG (transferring entity)

The transferring entity, thyssenkrupp AG, is a stock corporation under German law (*Aktiengesellschaft*) with a dual registered office in Duisburg and Essen. Thyssenkrupp AG is registered in the commercial register of the Local Court of Duisburg (*Amtsgericht*) under HRB 9092 and in the commercial register of the Local Court of Essen under HRB 15364. The financial year of thyssenkrupp AG begins on 1 October and ends on 30 September of the following year.

The corporate purpose in accordance with article 2 para. 1 of the Articles of Association as of 24 February 2025 comprises the management of a group of companies operating in various business areas:

- Production, processing, distribution, recycling and disposal of quality steel and stainless steel, other steel and other materials, and extraction of raw materials;
- Development, planning, manufacturing and distribution of machinery, industrial plants, components, systems and devices;
- Development, planning, manufacturing and distribution of parts, components and systems for the automotive industry;
- Development, planning, construction and operation of industrial plants and facilities of all kinds;
- Trade, logistics, transport and other services, particularly in the above-mentioned business areas and in the field of communications;
- Acquisition, disposal, development and management of real estate.

This also includes the intragroup allocation of management companies and subsidiaries as well as the establishment, acquisition and disposal of other companies, group of companies and shareholdings as well as equity interests in companies.

The entity is entitled to undertake all measures and actions that are related to or suitable for promoting its corporate purpose. It may also engage directly in the business activities described above. In the case of companies in which it holds a majority interest, it may, in individual cases, limit its activities to the management of its shareholding.

Currently, the share capital of thyssenkrupp AG amounts to EUR 1,593,681,256.96 and is divided into 622,531,741 no-par value bearer shares, with a proportionate amount of the share capital of approx. EUR 2.56 per share. Each share grants the same rights and one vote at the general meeting.

Article 5 para. 5 of the Articles of Association provides for authorized capital of up to EUR 300,000,000, divided into up to 117,187,500 no-par value shares. No use has been made of this authorization to date. Article 5 para. 6 of the Articles of Association provides for conditional capital of up to EUR 250,000,000 for the granting of up to 97,656,250 no-par value shares upon the exercise of option and/or conversion rights. This authorization was also not used.

The general meeting on 4 February 2022 authorized the Executive Board to acquire and use treasury shares up to 10 % of the share capital until 3 February 2027. The Executive Board may exclude the shareholders' right to tender shares and use derivatives. At the time of signing the Spin-off Report, thyssenkrupp AG does not hold any treasury shares and will not acquire any until the spin-off is completed.

thyssenkrupp AG has around 200,000 shareholders. The Alfried Krupp von Bohlen und Halbach Foundation is the largest shareholder with around 21 %. BlackRock, Inc. holds around 5 % of the voting rights, while Amundi Asset Management holds more than 3 % of the voting rights in thyssenkrupp AG. There are no other voting rights notifications above 3 %. Around 81 % of the share capital is held by institutional investors and investors with larger stock portfolios, while around 19 % are held by private investors. The shareholders are spread across around 90 countries, with a majority in the USA, Canada, the UK and Germany. The free float amounts to around 79 % of the share capital.

The shares are tradable on the regulated market of the Frankfurt Stock Exchange and other German stock exchanges as well as via a sponsored Level I ADR program in the USA. Deutsche Bank Trust Company Americas acts as depositary bank.

The following table shows the net assets of thyssenkrupp AG according to the balance sheet as of 31 December 2025, which was prepared and audited in accordance with German commercial law and serves as the closing balance sheet for spin-off purposes:

thyssenkrupp AG - Statement of financial position			
in EUR million	Actual 30.09.2025	Actual 31.12.2025	Pro forma 01.01.2026
Fixed assets	**12,305**	**12,269**	**12,264**
Intangible assets	2	2	2
Tangible fixed assets	130	128	128
Financial assets	12,173	12,139	12,134
Operating assets	**8,062**	**6,096**	**5,704**
Receivables and other assets	5,653	4,973	4,581
Investment securities	200	200	200
Cash and cash equivalents	2,209	923	923
Prepaid expenses and deferred charges	**2**	**5**	**5**
TOTAL ASSETS	**20,369**	**18,370**	**17,973**
Total equity	**5,878**	**6,022**	**5,625**
Subscribed capital	1,594	1,594	1,594
Capital reserves	2,704	2,704	2,704
Retained earnings	1,174	1,174	1,174
Balance sheet profit	406	550	153
Provisions	**1,100**	**1,100**	**1,100**
Provisions for pensions and similar obligations	912	899	899
Provision for taxes	30	30	30
Other provisions	158	171	171
Liabilities	**13,386**	**11,119**	**11,119**
Bonds	85	85	85
Liabilities to affiliated companies	13,130	10,816	10,816
Other liabilities	171	218	218
Deferred income	**5**	**129**	**129**
TOTAL EQUITY AND LIABILITIES	**20,369**	**18,370**	**17,973**

Source: thyssenkrupp AG; KPMG Analysis

The pro forma balance sheet of thyssenkrupp AG as of 1 January 2026 reflects the accounting effects of the spin-off on the balance sheet of thyssenkrupp AG, i.e., the spin-off of thyssenkrupp AG's 100 % stake in tk accelis Abspaltungs GmbH to the future tk accelis Group.

The measures implemented at the level of thyssenkrupp AG as part of the spin-off comprise restructuring and capital measures. In the pro forma balance sheet of thyssenkrupp AG the related pro forma adjustments result in an increase in financial assets of EUR 1,250.8 million, a decrease in receivables and other assets of EUR 392.0 million, and an increase in balance sheet profit of EUR 858.7 million. In addition to these effects, the pro forma adjustments also reflect the spin-off itself, pursuant to which the 100 % shareholding in tk accelis Abspaltungs GmbH, with a carrying amount of EUR 1,255.6 million, is written off. Correspondingly, the balance sheet profit / loss and retained earnings and thus the equity of thyssenkrupp AG, are reduced in the pro forma balance sheet by the book value of tk accelis Abspaltungs GmbH.

As a result of the aforementioned effects, the equity of thyssenkrupp AG decreases by a total of EUR 397.1 million.

4.2 tk Projekt 3 GmbH (acquiring entity)

tk Projekt 3 GmbH is a limited liability company under German law with its registered office in Essen. It is registered in the commercial register of the Local Court of Essen (Amtsgericht) under HRB 32711. The company's financial year begins on 1 October and ends on 30 September of the following year.

The company was founded on 26 July 2021 as a shelf entity and entered in the commercial register on 12 September 2021. In December 2025, thyssenkrupp AG sold all shares to tk TB.

In July 2026 the shareholders' meeting of tk Projekt 3 GmbH is expected to resolve to change the legal form of tk Projekt 3 GmbH into a partnership limited by shares under the new company name "tk accelis Group AG & Co. KGaA", with thyssenkrupp Materials Services Management AG, Essen (hereinafter "tk accelis Management AG"), joining as the general partner ("change of legal form"). To date, the company has not conducted any operating activities and has not employed any personnel.

In accordance with article 2 para. 1 of the Articles of Association, the object of the company is currently the acquisition and sale, holding and management of investments in other companies involved in the development, planning, manufacture, construction, distribution and repair of industrial products and plants of all kinds, the management of its own assets and the performance of all related transactions. The object of the company is also the provision of services for companies. Pursuant to article 2 para. 2 of the Articles of Association, tk Projekt 3 GmbH is authorized to engage in all transactions and measures that are directly or indirectly related to the object of the company and are suitable for promoting it. This also includes the establishment and acquisition of other companies as well as the management and internal allocation of subsidiaries and associated companies.

In the course of the change of legal form of tk Projekt 3 GmbH and in regard to its future position as the parent company of the future tk accelis sub-group, the shareholders' meeting of tk Projekt 3 GmbH will revise the corporate purpose of tk Projekt 3 GmbH. In accordance with article 2 para. 1 of the Articles of Association of the future tk accelis Group, this will in future focus on the management of companies and the administration of investments in companies that are active in trading, processing, distribution, logistics and transport of various (raw) materials, metals and plastics and products manufactured from such materials and providing all kinds of related services.

This will essentially cover the following business areas and sub-areas:

- Global distribution of and trading in (raw) materials, such as steel, stainless steel, non-ferrous metals, metals, plastics, minerals and technical gases, products manufactured from such materials and products of the technical trade (technischer Handel);

- Manufacturing and processing and fabrication of (raw) materials customized to customer requirements;
- Provision of various services in the areas of warehousing, logistics and supply chain management, including development and provision of bespoke, data-driven products and solutions in these areas, and corresponding advisory services;
- Extraction and production of and trading in construction materials and consumables of any kind;
- Effecting quality assurance audits and materials testing;
- Waste management services of any type, in particular re-processing, re-use and conditioning of residues, by-products and waste materials and landfill disposal of non-recyclable residues as well as waste trading and brokering;
- Provision of services relating to plants and steel mills, in particular in the areas of slag management, internal transport logistics, production support and provision, maintenance and other servicing of plant technology.

In addition, the future tk accelis Group or its subsidiaries are intended to be responsible for ensuring, coordinating and managing the financing of the tk accelis sub-group's entities, provided that no official license is required for these tasks.

In accordance with article 2 para. 2 of the future Articles of Association, tk Projekt 3 GmbH will also be authorized to take all actions and measures that are related to the corporate purpose or suitable for serving this purpose. The entity may realize its corporate purpose itself or through group or associated entities (including joint ventures). To this end, it may also establish branches in Germany and abroad, establish or acquire other entities or acquire shareholdings in such entities.

The current share capital amounts to EUR 25,000.00 and is divided into 25,000 shares. In preparation for the spin-off and the change of legal form of tk Projekt 3 GmbH, the shareholders' meeting of tk Projekt 3 GmbH is furthermore expected to resolve at the beginning of July 2026 to increase the company's share capital from EUR 25,000.00 by way of a capital increase against contribution in kind of a 51.0 % shareholding in tk accelis Beteiligungen GmbH by EUR 32,372,060.00 to a total of EUR 32,397,060.00. The registration of the capital increase by way of a contribution in kind in the commercial register of tk Projekt 3 GmbH, which is a prerequisite for the capital increase taking effect, is expected to take place in July 2026. The contribution is subject to the condition precedent that the transfers of the three divisions to tk accelis Beteiligungen GmbH take effect.

The following table shows the financial position of tk Projekt 3 GmbH immediately prior to the spin-off (pro forma presentation in accordance with commercial law principles):

tk Projekt 3 GmbH - Statement of financial position			
in EUR thousand	**Actual 30.09.2025**	**Actual 30.04.2026**	**Pro forma 30.09.2026**
Financial assets	-	-	1,307,113
Receivables from affiliated companies	-	3	3
Cash and cash equivalents	25	25	5
TOTAL ASSETS	**25**	**28**	**1,307,121**
Total equity	**20**	**26**	**1,307,119**
Subscribed capital	25	25	32,397
Capital reserves	-	10	1,274,738
Balance sheet profit	(5)	(9)	(16)
Liabilities	**5**	**2**	**2**
Trade accounts payable	-	2	2
Liabilities to affiliated companies	5	-	-
TOTAL EQUITY AND LIABILITIES	**25**	**28**	**1,307,121**

Source: thyssenkrupp AG; KPMG Analysis

The pro forma balance sheet as of 30 September 2026 shows the effects on tk Projekt 3 GmbH described below.

First, the 51.0 % shareholding in tk Materials Services Finance GmbH acquired by tk Projekt 3 GmbH has been recognized in the pro forma balance sheet. This shareholding is included in financial assets at a book value of EUR 12.8 thousand. Correspondingly, cash and cash equivalents are reduced by the purchase price from EUR 25.0 thousand to EUR 12.2 thousand.

Furthermore, the pro forma balance sheet includes the administrative expenses, primarily related to accounting services and trademark licensing arrangements, expected to arise between the respective effective dates of the relevant agreements and 30 September 2026. As a result, cash and cash equivalents as well as balance sheet profit are reduced by a total of EUR 7.1 thousand.

In addition, the pro forma balance sheet of tk Projekt 3 GmbH reflects the contribution of 51.0 % of the shareholding in tk accelis Beteiligungen GmbH in return for the issuance of new shares. Accordingly, financial assets include the 51.0 % shareholding in tk accelis Beteiligungen GmbH at a book value of EUR 1,307,100.0 thousand. As part of the contribution, 32,372.1 thousand new shares were issued. This leads to an increase in share capital of EUR 32,372.1 thousand and an increase in the capital reserve by the difference between the book value of the contributed shareholding and the capital increase, namely EUR 1,274,727.9 thousand.

4.3 tk accelis Abspaltungs GmbH (subject of the transfer)

thyssenkrupp Projekt 16 GmbH (which will in future operate under the name “tk accelis Abspaltungs GmbH”) is a limited liability company under German law with its registered office in Essen. It is registered in the commercial register of the Local Court of Essen (*Amtsgericht*) under HRB 36996.

The entity is a wholly owned subsidiary of thyssenkrupp AG. In accordance with article 2 of the Articles of Association, its corporate purpose comprises the acquisition and disposal, holding and administration of investments in other companies engaged in the development, planning, manufacture, construction, sale and repair of industrial products and plants of all kinds. In addition, it manages its own assets and conducts all related business. The object of the company is also the provision of services for companies. The company may realize its corporate purpose directly, through group companies, subsidiaries (including joint ventures), branches and permanent establishments in Germany and abroad.

In the context of the spin-off, the entity acts as an intermediary for the transfer of shares and assets.

As part of the spin-off, thyssenkrupp AG will transfer its entire shareholding in tk accelis Abspaltungs GmbH to the future tk accelis Group. This transfer will be carried out by means of a spin-off by absorption pursuant to section 123 para. 2 no. 1 UmwG. In return for the spin-off, the shareholders of thyssenkrupp AG will receive new limited partnership shares in the future tk accelis Group. This capital increase is to correspond to 49.0 % of the future share capital of the future tk accelis Group existing after the spin-off capital increase, while the remaining 51.0 % will continue to be held indirectly by thyssenkrupp AG via tk TB.

The following table shows the assets and liabilities of tk accelis Abspaltungs GmbH immediately prior to the spin-off (pro forma presentation in accordance with commercial law principles):

tk accelis Abspaltungs GmbH - Statement of financial position			
in EUR thousand	**Actual 30.09.2025**	**Actual 30.04.2026**	**Pro forma 30.09.2026**
Financial assets	-	-	1,255,812
Receivables from affiliated companies	-	7	7
Other receivables and other assets	0	0	-
Cash and cash equivalents	25	25	6
TOTAL ASSETS	**25**	**32**	**1,255,826**
Total equity	**23**	**32**	**1,255,826**
Subscribed capital	25	25	26
Capital reserves	-	10	1,255,809
Balance sheet profit	(2)	(3)	(9)
Liabilities	**2**	**-**	**-**
Trade accounts payable	1	-	-
Liabilities to affiliated companies	1	-	-
TOTAL EQUITY AND LIABILITIES	**25**	**32**	**1,255,826**

Source: thyssenkrupp AG; KPMG Analysis

The pro forma balance sheet as of 30 September 2026 shows the effects on tk accelis Abspaltungs GmbH described below.

First, the 49.0 % shareholding in tk Materials Services Finance GmbH acquired by tk accelis Abspaltungs GmbH has been recognized in the pro forma balance sheet. This shareholding is included in financial assets at a book value of EUR 12.3 thousand. Correspondingly, cash and cash equivalents are reduced by the purchase price from EUR 25.0 thousand to EUR 12.8 thousand.

Furthermore, the pro forma balance sheet includes the administrative expenses, primarily related to accounting services and trademark licensing arrangements, expected to arise between the respective effective dates of the relevant agreements and 30 September 2026. As a result, cash and cash equivalents and balance sheet profit are reduced by a total of EUR 6.8 thousand.

In addition, the pro forma balance sheet of tk accelis Abspaltungs GmbH reflects the contribution of 49.0 % of the shareholding in tk accelis Beteiligungen GmbH in return for the issuance of new shares. Accordingly, financial assets include the 49.0 % shareholding in tk accelis Beteiligungen GmbH at a value of EUR 1,255,800.0 thousand. As part of the contribution, 1,000 new shares were issued. This leads to an increase in share capital of EUR 1.0 thousand and an increase in the capital reserve by the difference between the book value of the contributed shareholding and the capital increase, namely EUR 1,255,799.0 thousand.

Once the spin-off takes effect, the future tk accelis Group will hold in both tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH an overall direct shareholding of 51.0 % and an indirect shareholding of 49.0 % via tk accelis Abspaltungs GmbH.

This transfer is decisive for structuring the shareholding structure after the spin-off (49.0 % direct shareholding of the shareholders in the future tk accelis Group and 51.0 % indirect shareholding of thyssenkrupp AG in the future tk accelis Group). Following the spin-off, tk accelis Abspaltungs GmbH will be merged by absorption into the future tk accelis Group, whereby all assets of tk accelis Abspaltungs GmbH will be transferred to the future tk accelis Group and the company will cease to exist.

5 Audit of the Spin-off and Transfer Agreement

5.1 Completeness and accuracy of the statutory minimum information

Concerning the minimum content of the Spin-off and Transfer Agreement pursuant to section 126 para. 1 numbers 1 to 11 UmwG we assess the following:

5.1.1 Company name and registered office of the entities involved (Section 126 para. 1 no. 1 UmwG)

The company name and registered office of the transferring and acquiring entities are stated both in the heading and in the preliminary remarks of the Spin-off and Transfer Agreement. The information in the Spin-off and Transfer Agreement regarding the company name and registered office of the participating entities also corresponds to the respective Articles of Association of the participating entities as well as the corresponding registrations in the commercial register of the Local Courts of Essen and Duisburg.

Accordingly, the Spin-off and Transfer Agreement correctly contain the required information regarding the participating entities pursuant to section 126 para. 1 no. 1 UmwG.

5.1.2 Agreement about the transfer of assets (Section 126 para. 1 no. 2 UmwG)

Pursuant to section 1.1 of the Spin-off and Transfer Agreement, thyssenkrupp AG will transfer by way of a spin-off by absorption pursuant to section 123 para. 2 no. 1 UmwG its entire shareholding in tk accelis Abspaltungs GmbH, consisting of 25,000 shares numbered 1 to 25,000 and the 1,000 shares with serial numbers 25,001 to 26,000 to be issued in future upon the preceding capital increase by way of a contribution in kind, each with a nominal value of EUR 1.00 and all associated rights and obligations, including the right to participate in profits as from the effective date of the spin-off, in their entirety to tk Projekt 3 GmbH. In exchange, the shareholders of thyssenkrupp AG will be granted limited partnership shares in the future tk accelis Group (following the change of legal form of tk Projekt 3 GmbH) pursuant to section 5 of the Spin-off and Transfer Agreement (pro-rata spin-off by absorption / verhältniswahrende Abspaltung).

Section 1.3 of the Spin-off and Transfer Agreement clarifies that any items of the assets and liabilities and other rights and obligations or legal positions of thyssenkrupp AG which are not allocated to the spin-off assets under the Spin-off and Transfer Agreement will not be transferred to tk Projekt 3 GmbH.

According to the documents submitted to us, the information regarding the agreement about the transfer of assets is factually correct. According to the results of our audit, the corresponding information complies with the requirements of section 126 para. 1 no. 2 UmwG.

5.1.3 Allocation ratio (Section 126 para. 1 no. 3 UmwG)

The share capital of thyssenkrupp AG amounts to EUR 1,593,681,256.96. It is divided into 622,531,741 no-par value bearer shares.

At the time the Spin-off and Transfer Agreement was concluded, the share capital of tk Projekt 3 GmbH amounts to EUR 25,000.00 divided into 25,000 shares each with a nominal value of EUR 1.00. In preparation for the spin-off, the share capital will be increased by way of a capital increase against a contribution in kind through the issuance of 32,372,060 new shares each with a nominal value of EUR 1.00 to EUR 32,397,060.00. The registration in the commercial register is expected in July 2026. Thereafter, tk Projekt 3 GmbH will be converted into a German partnership limited by shares with tk accelis Management AG joining as general partner. The conversion will be filed with the commercial register after the capital increase by way of a contribution in kind takes effect.

To implement the spin-off, tk Projekt 3 GmbH will increase its share capital from EUR 32,397,060.00 by EUR 31,126,587.00 to EUR 63,523,647.00 by issuing 31,126,587 no-par value limited partnership bearer shares after it has been transformed by way of a change in legal form into a German partnership limited by shares. Each of these limited partnership shares shall represent a notional interest of EUR 1.00 in the share capital of the future tk accelis Group. The capital increase will be carried out excluding the subscription rights of the previous sole shareholder in return for a contribution in kind.

Pursuant to section 125 para. 1 sentence 1 in conjunction with section 66 UmwG, the spin-off may only be registered in the commercial register after the capital increase has been entered in the commercial register.

Pursuant to section 5.4 of the Spin-off and Transfer Agreement, the contribution in kind will be made by transferring the spin-off assets. To the extent that the value at which the contribution in kind is made by thyssenkrupp AG is received by tk Projekt 3 GmbH exceeds the amount of the share capital increase, such excess amount shall be allocated to the capital reserve of tk Projekt 3 GmbH pursuant to section 272 para. 2 no. 1 HGB.

According to section 5.1 of the Spin-off and Transfer Agreement, the shareholders of thyssenkrupp AG shall receive, as consideration for the transfer of the spin-off assets to tk Projekt 3 GmbH, free of charge and in proportion to their previously existing shareholdings, per twenty no-par-value bearer shares of thyssenkrupp AG one no-par value limited partnership bearer share of tk Projekt 3 GmbH, which will be converted into a German limited partnership by shares. A total of 31,126,587 no-par value limited partnership bearer shares of the future tk accelis Group will be granted to the shareholders of thyssenkrupp AG.

According to preamble A of the preliminary remarks of the Spin-off and Transfer Agreement, thyssenkrupp AG does not hold any treasury shares which would not be entitled to subscription pursuant to section 131 para. 1 no. 3 sentence 1 half-sentence 2 UmwG. According to section 2.3.2 of the Spin-off Report, thyssenkrupp AG will not hold any treasury shares at the time the spin-off takes effect.

For the determination of the allocation ratio, no comparative entity valuation was required under company and transformation law. The Spin-off Report contains in section 3.5, inter alia, the following explanations on the allocation ratio:

- *First, when determining the allocation ratio, it should be taken into account that the amount of the future share capital of the future tk accelis Group must be in reasonable proportion to its equity. When determining the share capital of the future tk accelis Group and the notional share of the limited partnership shares in its share capital, it must also be taken into ac-*

count that the future stock exchange price of the limited partnership shares of the future tk accelis Group will reach a price level that is attractive to both private and institutional investors and that, in particular, is significantly higher than the notional share of the limited partnership shares in the share capital of the future tk accelis Group.

- *In the context of the preparation of the spin-off and in light of these considerations, the share capital of the future tk accelis Group should be considerably increased the notional share of the limited partnership shares in the share capital of the future tk accelis Group should be set at EUR 1.00 per limited partnership share.*
- *The "even" allocation ratio of twenty to one resulting from these factors also reflects the additional objective of keeping to a minimum the number of fractional limited partnership share that may arise when allocating the limited partnership shares of the future tk accelis Group to the shareholders of thyssenkrupp AG.*
- *The next lowest "even" allocation ratio of ten to one would have resulted in a significantly higher share capital and in the future tk accelis Group a much higher number of limited partnership shares of the future. Due to the significantly higher number of limited partnership shares, the entity value as well as the stock exchange value of the future tk accelis Group would have been distributed across such a higher number of limited partnership shares.*
- *A company valuation, in which the spin-off assets on the one hand and the acquiring entity on the other hand would have to be valued in order to calculate a value ratio, was not necessary for determining the allocation ratio for the following reasons:*
  - *The spin-off is a pro-rata spin-off according to what is referred to as the zero-value model, which has been proven and recognised in practice. The shareholding of thyssenkrupp AG, on the one hand, and the shareholding of all of thyssenkrupp AG's shareholders, on the other, in the future tk accelis Group after the spin-off taking effect will correspond to the value ratio of the future tk accelis Group and tk accelis Abspaltungs GmbH. Furthermore, the total shareholding in the future tk accelis Group allocated to thyssenkrupp AG's shareholders after the Spin-off will correspond, as among the shareholders of thyssenkrupp AG, to the relative shareholdings the shareholders of thyssenkrupp AG held in thyssenkrupp AG at the time of the Spin-off.*
  - *The spin-off assets consist solely of thyssenkrupp AG's 100 % shareholding in tk accelis Abspaltungs GmbH, the sole assets of which are the 49.0 % shareholdings in tk Materials Services Finance GmbH and tk accelis Beteiligungen GmbH. On the other hand, the only assets of the future tk accelis Group would only be the 51.0 % shareholdings in tk Materials Services Finance GmbH and tk accelis Beteiligungen GmbH because the future tk accelis Group will not have any other assets from an economic perspective at the time the resolutions are passed by the general meeting of thyssenkrupp AG and future tk accelis Group.*
  - *In order to further ensure that the future tk accelis Group and tk accelis Abspaltungs GmbH are not burdened with costs associated with the preparation and implementation of the Spin-off – in particular due to the share transfers and the change in legal form, the capital increases and the post-formation acquisitions as well as the relevant audits at the future tk accelis Group –, thyssenkrupp AG and the future tk accelis Group on the one hand and thyssenkrupp AG and tk accelis Abspaltungs GmbH on the other entered into an indemnification agreement on 8 April 2026 under which thyssenkrupp AG indemnifies the future tk accelis Group and tk accelis Abspaltungs GmbH against all costs and expenses associated with the preparation and implementation of the spin-off.*

- *Thus, only the shares in tk Materials Services Finance GmbH and tk accelis Beteiligungen GmbH held by each of the companies are relevant for the value ratio between tk accelis Abspaltungs GmbH and the future tk accelis Group, the ratio of which is 49.0 % to 51.0 %, because, from an economic perspective, their respective shareholdings are identical items to be valued. In accordance with the ownership structure, upon the spin-off taking effect, thyssenkrupp AG's shareholders should hold a direct shareholding and thyssenkrupp AG should hold an indirect shareholding, through its wholly owned subsidiary tkTB, in the future tk accelis Group. Based on the future tk accelis Group's share capital prior to the spin-off in the amount of approx. EUR 32.4 million, represented by approx. 32.4 million limited partnership shares, the approx. 31.1 million new limited partnership shares in the future tk accelis Group to be issued based on the allocation ratio of 20:1 in order to carry out the spin-off will make up 49.0 % of the share capital of the future tk accelis Group immediately after the spin-off takes effect. The approx. 32.4 million limited partnership shares in the future tk accelis Group held indirectly by thyssenkrupp AG will make up 51.0 % of the share capital of the future tk accelis Group immediately after the spin-off takes effect. thyssenkrupp AG's shareholders and thyssenkrupp AG, through its wholly owned subsidiary tk TB, will hold shares in the future tk accelis Group in a ratio of exactly 49.0 % to 51.0 % upon the spin-off taking effect.*
- *The limited partnership shares in the future tk accelis Group to be granted to thyssenkrupp AG's shareholders as consideration for the transfer of the spin-off assets will be granted based on the shares held in thyssenkrupp AG by thyssenkrupp AG's shareholders. According to clause 5.1 of the Spin-off and Transfer Agreement, thyssenkrupp AG's shareholders, as consideration for the transfer of the spin-off assets to the future tk accelis Group, will each receive, without additional cash payment, 1 no-par-value bearer limited partnership share in the future tk accelis Group per 20 no-par-value bearer shares in thyssenkrupp AG, which will reflect each such shareholder's previous pro-rata shareholding. Thus, number of shares in the future tk accelis Group to be granted will be based on the previous shareholding ratio of thyssenkrupp AG's shareholders. thyssenkrupp AG currently does not hold any treasury shares. Therefore, thyssenkrupp AG's shareholders will, in relation to each other, hold the same pro-rata shareholdings in the future tk accelis Group as they did in thyssenkrupp AG.*
- In *view of the fact that the shareholders' shareholdings are based on their current shareholdings in thyssenkrupp AG, the specific allocation ratio is irrelevant. Even if the allocation ratio were, for instance, 10:1 or 5:1, the pro-rata shareholdings would be preserved in the spin-off.*
- *The acquisition of a 10.1 % minority shareholding in tk accelis GmbH by tk accelis Beteiligungen GmbH, which is intended to take effect upon the spin-off taking effect, does not preclude compliance with the zero-value model, either. This is because the acquisition of such minority shareholding in tk accelis GmbH by tk accelis Beteiligungen GmbH will not affect the shareholding ratio of tk accelis Abspaltungs GmbH and the future tk accelis Group in tk accelis Beteiligungen GmbH.*
- *Therefore, the spin-off will, on the whole, be carried out in a manner preserving the pro-rata shareholdings; the Spin-off will not result in any shift in assets between thyssenkrupp AG, its shareholders or among thyssenkrupp AG's shareholders. It is also for this reason that no comparative entity valuation is required.*

Based on the results of our audit, we consider the arguments used in the Spin-off Report to determine the allocation ratio, including the justification that an entity valuation of the spin-off assets and of the acquiring entity is not required in the present case, to be comprehensible and plausible.

A comparative entity valuation is not necessary in this case – especially considering the intra-group restructuring steps that still need to be implemented to establish the spin-off and ensure the zero-value model (see section 2) – since, from an economic perspective, the valuation objects are identical. Both, the tk accelis Abspaltungs GmbH as spin-off assets and the future tk accelis Group as the acquiring entity, consist, in economic terms, of their shareholdings in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH.

The reason for this is that both tk accelis Abspaltungs GmbH and the future tk accelis Group, as project companies, do not possess own assets and only form assets through acquisitions of participations in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH in preparation for the spin-off.

The following measures described in the Spin-off Report ensure that the acquisition of shareholdings and the preparation of the spin-off will not change this in economic terms: Firstly, by the indemnification agreement, according to which the future tk accelis Group and tk accelis Abspaltungs GmbH are indemnified against costs in connection with the preparation and implementation of the spin-off by thyssenkrupp AG under the indemnification agreement dated 8 April 2026; secondly, by the fact that the acquisitions of shareholdings in tk Materials Services Finance by tk accelis Abspaltungs GmbH and the future tk accelis Group are effected at a ratio of 49.0 % to 51.0 % and pursuant to the share purchase and transfer agreements that are identical in their terms and conditions; and by the transfer of the shareholdings in tk accelis Beteiligungen GmbH to tk accelis Abspaltungs GmbH and the future tk accelis Group is effected value-neutrally at a ratio of 49.0 % to 51.0 % by way of capital increases in kind through the issuance of new shares and the recognition of the value of the contributions in kind exceeding the nominal amount of the new shares in the relevant capital reserve, and thus without additional consideration.

The fact that tk Services GmbH will transfer the shareholding in tk accelis GmbH to tk accelis Beteiligungen GmbH subject to the condition precedent of the spin-off taking effect is irrelevant as tk accelis Beteiligungen GmbH is held at that time by tk accelis Abspaltungs GmbH and the future tk accelis Group in a ratio of 49.0 % to 51.0 %, so that the resulting increase in its shareholding in tk accelis GmbH also automatically (indirectly) affects them in that same ratio.

In addition, the control and profit transfer agreement existing between thyssenkrupp AG as the controlling entity and tk accelis GmbH as the dependent entity is to be terminated at the end of 30 September 2026 and will therefore no longer be in effect when the spin-off is intended to take effect.

The value ratio between the spin-off assets (tk accelis Abspaltungs GmbH) and the acquiring entity (tk Projekt 3 GmbH, the future tk accelis Group), and thus the fulfillment of the zero-value model is shown below:

tk Projekt 3 GmbH / tk accelis Abspaltungs GmbH - Compliance with the zero-value model		
in EUR thousand	**Pro forma balance sheet 30.09.2026 tk Projekt 3 GmbH**	**Pro forma balance sheet 30.09.2026 tk accelis Abspaltungs GmbH**
Financial assets	1,307,113	1,255,812
Receivables from affiliated companies	3	7
Cash and cash equivalents	5	6
TOTAL ASSETS	**1,307,121**	**1,255,826**
Total equity	**1,307,119**	**1,255,826**
Subscribed capital	32,397	26
Capital reserves	1,274,738	1,255,809
Balance sheet profit	(16)	(9)
Liabilities	**2**	**-**
Trade accounts payable	2	-
Liabilities to affiliated companies	-	-
TOTAL EQUITY AND LIABILITIES	**1,307,121**	**1,255,826**
Zero-value model	**51.0%**	**49.0%**

Source: thyssenkrupp AG; KPMG Analysis

As the shareholdings in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH are transferred to tk accelis Abspaltungs GmbH and the future tk accelis Group with a ratio of 49.0 % to 51.0 % at the time of the spin-off, this also reflects the value ratio between the spin-off assets and the acquiring entity.

Since the shareholdings of thyssenkrupp AG's shareholders are based on their respective previous shareholdings in thyssenkrupp AG, the specific allocation ratio is also irrelevant. Even in the case of an allocation ratio of, for example, 10:1 or 5:1, the spin-off would be pro-rata.

The transfer of assets at thyssenkrupp AG will therefore be compensated by the granting of 49.0 % of the limited partnership shares in the future tk accelis Group. The value of the spin-off assets corresponds to the value of the limited partnership shares granted in return. Against this background, the specific allocation ratio is also without impact; it is merely a mathematical consequence of the number of issued no-par value shares in thyssenkrupp AG and the number of limited partnership shares in the future tk accelis Group, as illustrated below:

Allocation ratio			
	Subscribed capital (EUR)	**No-par value shares**	**Ratio**
I. Allocation of new limited partner shares at a ratio of 20:1			
No-par value shares in thyssenkrupp AG	1,593,681,257	622,531,741	20
Limited partner shares in the future tk accelis Group	31,126,587	31,126,587	1
II.Shareholding structure in the future tk accelis Group			
Limited partner shares of tk shareholders	31,126,587	31,126,587	49.0%
Limited partner shares of the thyssenkrupp Group	32,397,060	32,397,060	51.0%
TOTAL	**63,523,647**	**63,523,647**	**100.0%**

Source: thyssenkrupp AG; KPMG Analysis

Finally, section 5.6 of the Spin-off and Transfer Agreement stipulates that immediately after the spin-off takes effect, all limited partnership shares in the future tk accelis Group will be admitted to trading on the Frankfurt Stock Exchange in the sub-segment of the regulated market with additional post-admission obligations (Prime Standard). Accordingly, pursuant to section 125 para. 1 sentence 1 in conjunction with sections 29 and 78 sentence 4 UmwG, no compensation is to be offered to the shareholders of thyssenkrupp AG. In this respect a company valuation of the spin-off assets or of the acquiring entity is not required as well.

In summary, we consider that the method, procedure and result for determining the proportionate allocation ratio are appropriate, plausible and reasonable and lead to a proportionate granting of the shares of the future tk accelis Group to the shareholders of thyssenkrupp AG.

According to the result of our audit, the information in the Spin-off and Transfer Agreement on the allocation ratio meets the requirements of section 126 para. 1 no. 3 UmwG and is complete and correct.

5.1.4 Details concerning the transfer of shares (Section 126 para. 1 no. 4 UmwG)

In section 5 of the Spin-off and Transfer Agreement, the details concerning the transfer of the limited partnership shares in the future tk accelis Group to the shareholders of thyssenkrupp AG are provided as follows:

According to section 5.1 of the Spin-off and Transfer Agreement, the shareholders of thyssenkrupp AG shall receive, as consideration for the transfer of the spin-off assets to tk Projekt 3 GmbH, free of charge and in proportion to their previously existing shareholding (pro rata), one no-par value limited partnership bearer share in tk Projekt 3 GmbH, which has been changed into a German limited partnership by shares, per twenty no-par value bearer shares in thyssenkrupp AG. A total of 31,126,587 no-par value bearer shares of the future tk accelis Group shall be granted to the shareholders of thyssenkrupp AG.

In order to implement the spin-off, tk Projekt 3 GmbH will increase its share capital from EUR 32,397,060.00 by EUR 31,126,587.00 to EUR 63,523,647.00 by issuing 31,126,587 no-par value limited partnership bearer shares after the change of legal form to the future tk accelis Group takes effect. Each new limited partnership share will represent a notional interest of EUR 1.00 of the increased share capital of the future tk accelis Group. The capital increase by way of a contribution in kind will be carried out excluding the subscription rights of tk TB as the current sole shareholder in return for a contribution in kind.

Pursuant to section 5.5 of the Spin-off and Transfer Agreement, thyssenkrupp AG appoints Deutsche Bank Aktiengesellschaft, Frankfurt am Main, as trustee for receiving the limited partnership shares in the future tk accelis Group to be granted and for delivering such limited partnership shares to the shareholders of thyssenkrupp AG. Possession of the limited partnership shares to be granted will be granted to the trustee before the spin-off is registered. At the same time, Deutsche Bank Aktiengesellschaft will be instructed to deliver the limited partnership shares to the shareholders of thyssenkrupp AG after the spin-off has been registered in both commercial registers of thyssenkrupp AG.

The participating parties undertake in section 5.6 of the Spin-off and Transfer Agreement, that all declarations will be made, all deeds will be issued and all other actions that are still necessary or expedient so that all limited partnership shares of the future tk accelis Group are promptly admitted to trading on the Regulated Market of the Frankfurt Stock Exchange, specifically in its Prime Standard segment with additional post-admission obligations. This is supplemented by further provisions in section 5 of the framework agreement (appendix 12 to the Spin-off and Transfer Agreement).

Pursuant to section 14.1 of the Spin-off and Transfer Agreement, the costs incurred in connection with the notarization of the Spin-off and Transfer Agreement and its performance until the closing date (including the costs of the joint Spin-off Report, the spin-off audit and the planned stock exchange listing as well as the related costs of advisors and banks) shall be borne by thyssenkrupp AG, unless otherwise agreed in the Spin-off and Transfer Agreement. Deviations from this are regulated in section 14.2 of the Spin-off and Transfer Agreement and in section 5.2 of the framework agreement.

According to the results of our audit, the information in the Spin-off and Transfer Agreement regarding the details of the transfer of the shares of the future tk accelis Group to the shareholders of thyssenkrupp AG meets the requirements of section 126 para. 1 no. 4 UmwG and is complete and correct.

5.1.5 Point in time for participating in balance sheet profits (Section 126 para. 1 no. 5 UmwG)

Pursuant to section 5.2 of the Spin-off and Transfer Agreement, the limited partnership shares to be granted by the future tk accelis Group are entitled to dividends from 1 October 2025. If the spin-off date is postponed (see section 5.1.6 below), the commencement of the profit participation of the shares to be granted will correspondingly be postponed to 1 October 2026. If the spin-off date is postponed further, the commencement of the profit participation will each time be postponed by one year accordingly.

Pursuant to article 4 of the Articles of Association of the future tk accelis Group, its financial year begins on 1 October and ends on 30 September of the following year.

According to the results of our audit, the information in the Spin-off and Transfer Agreement regarding the point in time for participating in the balance sheet profits meets the requirements of section 126 para. 1 no. 5 UmwG and is complete and correct.

5.1.6 Spin-off effective date (Section 126 para. 1 no. 6 UmwG)

Pursuant to section 2.1 of the Spin-off and Transfer Agreement, the spin-off assets will be transferred, as between thyssenkrupp AG and the future tk accelis Group, with effect from 1 January 2026, 00:00 hrs ("spin-off effective date"). This date is the effective date of the spin-off within the meaning of section 126 para. 1 no. 6 UmwG. From this time onward, thyssenkrupp AG and the future tk accelis Group in their relationship shall treat any acts and transactions of thyssenkrupp AG that concern the spin-off assets to be made for account of the future tk accelis Group.

Pursuant to section 3.1 of the Spin-off and Transfer Agreement, the spin-off will be based on the interim statement of financial position of thyssenkrupp AG as at 31 December 2025 as the closing balance sheet of the transferring entity ("Closing Balance Sheet").

Accordingly, the effective date of the spin-off shall be directly after the date of the closing balance sheet of the transferring thyssenkrupp AG as of 31 December 2025.

Pursuant to section 2.2 of the Spin-off and Transfer Agreement, the effective date of the transfer for tax purposes for the spin-off shall be 31 December 2025, 24:00 hrs.

Section 4 of the Spin-off and Transfer Agreement provides that the above dates are to shift as follows: if the spin-off is not registered in the commercial registers of thyssenkrupp AG maintained by the Local Courts of Duisburg and Essen by the end of 15 December 2026, then, contrary to section 2.1 and 2.2, 1 October 2026, 00:00 hrs., shall apply as the spin-off date and

30 September 2026, 24:00 hrs., as the tax transfer date, and, contrary to section 3.1, 30 September 2026, 24:00 hrs., shall apply as the closing balance sheet date of thyssenkrupp AG. In the event of a further delay of registration beyond 15 December of the following year, the aforementioned dates are each to shift by one year accordingly.

Section 8.2 of the Spin-off and Transfer Agreement contains a clarifying provision regarding the effective date and the date of completion concerning the spin-off. Pursuant to this provision, the transfer of the spin-off assets takes place with effect in rem at the time of registration of the spin-off in the commercial registers of thyssenkrupp AG at the Local Courts of Duisburg and Essen, whereby the later entry is decisive.

According to the results of our audit, the information in the Spin-off and Transfer Agreement with regard to the effective date of the spin-off meets the requirements of section 126 para. 1 no. 6 UmwG.

5.1.7 Grant of special rights for individual shareholders or for holders of special rights (Section 126 para. 1 no. 7 UmwG)

As a precautionary measure, section 6 of the Spin-off and Transfer Agreement contains the information that thyssenkrupp AG has granted its members of the Executive Board and other selected senior employees of the thyssenkrupp Group a long-term compensation component under which virtual shares are issued to the beneficiaries as a long-term incentive ("LTI"). The awards under the LTIs existing at the time of the spin-off will be adjusted with effect from the closing date of the spin-off to the extent that the number of virtual shares granted to the members of the Executive Board of thyssenkrupp AG and selected senior employees of the thyssenkrupp Group outside the Materials Services segment under the currently ongoing LTI tranches for fiscal years 2023/2024, 2024/2025 and 2025/2026 as well as a key figure relating to economic parity with thyssenkrupp AG shareholders will be adjusted using a conversion factor. This conversion factor is calculated taking into account the allocation ratio of limited partnership shares in the future tk accelis Group to the shareholders of thyssenkrupp AG as well as the price performance of both shares over the first 30 trading days after the date of the initial listing of the future tk accelis Group limited partnership shares. In addition, the "total shareholder return" figure used for the current LTI tranches will be adjusted. Accordingly, this key figure is calculated taking into account a capital adjustment factor, which is to be determined based on the parameters of the spin-off, to adjust the historical benchmark prices for the time until the initial listing of the future tk accelis Group limited partnership shares. In addition, the currently ongoing LTI tranches for the financial years 2023/2024, 2024/2025 and 2025/2026 for the senior employees of the Materials Services segment who were previously eligible will be settled early on 30 September 2026.

In addition, as a precautionary measure, it is pointed out that the future tk accelis Group reserves the right to introduce its own share-based remuneration programs for members of the executive board of tk accelis Management AG and other selected senior employees of the tk accelis sub-group as of 2026 after the spin-off takes effect.

Finally, as a precautionary measure, it is stated that discussions are currently being held with the Alfried Krupp von Bohlen und Halbach Foundation regarding a possible candidate for the supervisory board of the future tk accelis Group. Upon the effectiveness of the spin-off, the Alfried Krupp von Bohlen und Halbach Foundation is expected to hold more than 10 % of the future tk accelis Group.

Pursuant to section 6.4 of the Spin-off and Transfer Agreement, no further special rights within the meaning of section 126 para. 1 no. 7 UmwG will be granted as part of the spin-off. Nor are any measures within the meaning of this provision envisaged for such persons.

Pursuant to preamble A of the Spin-off and Transfer Agreement, thyssenkrupp AG has not issued any non-voting preference shares, option and/or convertible bonds, profit participation rights or profit-sharing bonds.

During our audit, we have not identified any indications that further rights within the meaning of section 126 para. 1 no. 7 UmwG have been granted.

According to the results of our audit, the information in the Spin-off and Transfer Agreement on the granting of special rights for individual shareholders or to holders of special rights meets the requirements of section 126 para. 1 no. 7 UmwG.

5.1.8 Grant of special benefits (Section 126 para. 1 no. 8 UmwG)

Pursuant to section 7 of the Spin-off and Transfer Agreement, the parties intend to take out standard market insurance in connection with the listing of the limited partnership shares of the future tk accelis Group for the risks typically associated with a stock exchange listing. The insurance cover will also cover, among others, the members of the Executive Board and Supervisory Board of thyssenkrupp AG, the Executive Board and Supervisory Board of tk accelis Management AG, which is the future tk accelis Group's general partner and the members of the Supervisory Board of the future tk accelis Group. The parties will agree on the details of the insurance cover in relation to the persons and events to be covered and the amount insured.

Finally, pursuant to section 7.2 of the Spin-off and Transfer Agreement, no special benefits within the meaning of section 126 para. 1 no. 8 UmwG shall be granted to members of the Executive Board or Supervisory Board of the companies involved in the spin-off or to an auditor of the financial statements or the spin-off, except for the measures referred to in section 6. According to the information provided to us, the granting of further special benefits to the aforementioned persons is also not intended.

No further special benefits within the meaning of section 126 para. 1 no. 8 UmwG came to our attention during our audit.

Based on the results of our audit, the information in the Spin-off and Transfer Agreement regarding the granting of special benefits meet the requirements of section 126 para. 1 no. 8 UmwG.

5.1.9 Allocation of assets (Section 126 para. 1 no. 9 UmwG)

The spin-off assets are transferred in their entirety to the acquiring entity when the spin-off takes effect, so-called partial universal succession. Regarding the allocation of the assets, the participating parties are in principle free. However, the principle of certainty under property law must be observed. The transferred assets must be described so precisely that they can be identified.

a) Spin-off Assets

The spin-off assets are described in detail in section 1.1 of the Spin-off and Transfer Agreement.

The spin-off assets consist of the entire shareholding of thyssenkrupp AG in tk accelis Abspaltungs GmbH, consisting of 25,000 shares with the serial numbers 1 to 25,000 as well as the 1,000 shares to be issued in future in the context of a preceding capital increase by way of a contribution in kind under numbers 25,001 to 26,000, each with a nominal value of EUR 1.00 together with all rights and obligations attached hereto, including the right to participate in profits as from the spin-off effective date. In accordance with section 1.2 of the Spin-off and Transfer Agreement, the participating parties shall finally make all declarations, issue all deeds and initiate and cooperate in all other necessary or expedient measures and legal acts in connection with the transfer of the spin-off assets.

Accordingly, the shareholding in tk accelis Abspaltungs GmbH which are part of the spin-off assets are identifiable and therefore sufficiently determined.

Furthermore, thyssenkrupp AG undertakes pursuant to section 8.3 of the Spin-off and Transfer Agreement, with the exception of the measures described in the preliminary remarks of the Spin-off and Transfer Agreement, not to adopt any shareholder resolutions that would change the share capital of tk accelis Abspaltungs GmbH existing at the time the Spin-off and Transfer Agreement is concluded. It further ensures that with the exception of the measures described in the preliminary remarks of the Spin-off and Transfer Agreement, in the period until the closing date, tk accelis Abspaltungs GmbH will neither dispose over its shares in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH nor, as shareholder of tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH, adopt, or participate in shareholders' resolutions that change the share capital of tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH existing at the time the Spin-off and Transfer Agreement is concluded. thyssenkrupp AG further ensures that, in the period until the closing date, any withdrawals from the capital reserve of tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH will only be made in such a way as to reflect, on a pro-rata basis, with the shareholdings of tk accelis Abspaltungs GmbH (49.0 %) and the future tk accelis Group (51.0 %) in tk accelis Beteiligungen GmbH and tk Materials Services Finance GmbH.

Pursuant to section 1.3 of the Spin-off and Transfer Agreement any items of assets and liabilities and other rights and obligations or legal positions of thyssenkrupp AG which are not expressly allocated to the spin-off assets under the Spin-off and Transfer Agreement will not be transferred to the future tk accelis Group.

Section 9.1 of the Spin-off and Transfer Agreement contains a catch-all provision if the assets to be spun-off are not already transferred to the future tk accelis Group by operation of law upon registration of the spin-off. In this case, thyssenkrupp AG shall transfer them to the future tk accelis Group by singular succession. In return, the future tk accelis Group shall be obliged to consent to the transfer. In their internal relationship, the contracting parties shall place themselves in the same position as if the transfer had taken place in the external relationship as of the effective date of the spin-off.

Pursuant to section 9.2 of the Spin-off and Transfer Agreement, the participating parties shall finally make all declarations, issue all deeds and initiate and cooperate in all other necessary or expedient measures and legal acts which may still be necessary or expedient.

b) Framework Agreement

According to section D of the preliminary remarks of the Spin-off and Transfer Agreement, the aim of the spin-off is to make the Materials Services segment more independent. Pursuant to section 12 of the Spin-off and Transfer Agreement, thyssenkrupp AG and the future tk accelis Group enter into a framework agreement attached to the Spin-off and Transfer Agreement in appendix 12.

According to the framework agreement, thyssenkrupp AG intends to continue exercising controlling influence over the future tk accelis Group and the future tk accelis sub-group managed by it, even after the spin-off becomes effective. In this respect, the future tk accelis sub-group will continue to be part of the overall group below thyssenkrupp AG.

With the framework agreement, the parties aim to establish (supplementary) regulations for matters not yet fully regulated between them for the period after the spin-off becomes effective, and to govern the existing legal relationship between thyssenkrupp AG and the future tk accelis Group and/or the future tk accelis sub-group. Among other things, the framework agreement includes provisions on (I) the independence of the Materials Services segment, (II) taxes, (III) liability, (IV) ongoing relationships between the thyssenkrupp Group and the future tk accelis sub-group, (V) contract implementation and (VI) concluding provisions.

According to section 1 of the framework agreement, there are specific obligations of the parties regarding the transfer and re-transfer if an asset assigned to the Materials Services segment has not been effectively transferred to a tk accelis sub-group company at the time the spin-off takes effect, or if it was erroneously transferred despite not being assigned to the Materials Services segment. In this context, the parties are obliged to position themselves internally as if the transfer had occurred or not occurred at the latest when the spin-off takes effect.

For further details regarding the content, please refer to appendix 12 of the Spin-off and Transfer Agreement.

According to the result of our audit, the information in the Spin-off and Transfer Agreement on the allocation of assets meet the requirements of section 126 para. 1 no. 9 UmwG and is complete and correct. In particular, there are no concerns regarding compliance with the principle of clarity in the description of the spin-off assets.

5.1.10 Allocation of shares (Section 126 para. 1 no. 10 UmwG)

According to section 5.1 of the Spin-off and Transfer Agreement the shareholders of thyssenkrupp AG shall receive, as consideration for the spin-off assets to the future tk accelis Group, free of charge and in proportion to their previously existing shareholdings, one no-par value limited partnership bearer share of the future tk accelis Group per twenty no-par value bearer shares in thyssenkrupp AG. A total of 31,126,587 no-par value limited partnership bearer shares of the future tk accelis Group shall be granted to the shareholders of thyssenkrupp AG.

The granting of the shares in the future tk accelis Group is thus based on the previous participation ratio of the shareholders of thyssenkrupp AG. thyssenkrupp AG does not currently hold any treasury shares. Accordingly, thyssenkrupp AG’s shareholders will hold the same pro-rata shareholding in the future tk accelis Group as they did in thyssenkrupp AG (pro-rata spin-off by absorption / verhältniswahrende Abspaltung).

According to the result of our audit, the information in the Spin-off and Transfer Agreement on the allocation of shares meets the requirements of section 126 para. 1 no. 10 UmwG.

5.1.11 Consequences for employees and their representatives (Section 126 para. 1 no. 11 UmwG)

The consequences of the spin-off for the employees and their representative bodies as well as the measures provided for in this respect are described in section 13 of the Spin-off and Transfer Agreement. Reference is made to the statements in section 13 of the Spin-off and Transfer Agreement in this respect.

The corresponding information is not objectionable and free of contradictions. No further consequences have come to our attention during our audit. We have not seen any indications that contradict the corresponding information in the Spin-off and Transfer Agreement.

5.2 Accuracy of the elective provisions in the Spin-off and Transfer Agreement

The elective provisions in the Spin-off and Transfer Agreement include, in particular, the information in section 8 (Taking effect, closing date), section 9 (Catch-all provisions), section 10 (Creditor protection and internal settlement), section 11 (Warranty), section 14 (Costs and taxes) and section 15 (Miscellaneous).

In addition, the Spin-off and Transfer Agreement contains in section 12 the reference to a framework agreement between thyssenkrupp AG and the future tk accelis Group attached to the Spin-off and Transfer Agreement as appendix 12 and qualified as an integral part of the contract. Reference is made to our comments in section 5.1.9.

During our audit, we became aware of no indications that would speak against the correctness of the elective provisions in the Spin-off and Transfer Agreement including its appendices.

6 Concluding remark

On the basis of our appointment by the regional court of Dortmund dated 11 March 2026, we audited the Spin-off and Transfer Agreement between thyssenkrupp AG as transferring entity and thyssenkrupp Projekt 3 GmbH (future tk accelis Group AG & Co. KGaA) as acquiring entity.

According to the concluding results of our analyses in the course of the audit pursuant to section 125 para. 1 sentence 1 in conjunction with sections 9 to 12 UmwG, we can confirm that based on the certificates, books and documents provided to us as well as on the evidence and clarifications that

- the Spin-off and Transfer Agreement provides all necessary provisions pursuant to section 126 para. 1 UmwG completely and correctly and therefore meets the statutory requirements,
- we did not become aware of any indications during the course of our audit which would contradict the accuracy of the elective statements contained in the Spin-off and Transfer Agreement,
- a valuation of the spin-off assets and the acquiring entity to determine the allocation ratio is not required in this Spin-Off Audit Report. It is also not necessary to address either the valuation method applied, or its reasonableness or the difficulties associated with it. This is because – taking into account the structural measures prior to the spin-off – the shareholders of thyssenkrupp AG will receive shares in proportion to their previous participation in thyssenkrupp AG as consideration for the spin-off, preserving proportionate participations. This ensures that the shareholders of thyssenkrupp AG do not have to accept any change in asset values because of the spin-off. Pursuant to section 125 para. 1 sentence 1 in conjunction with section 12 para. 2 UmwG and according to the results of our audit we declare the following regarding the allocation ratio (section 126 para. 1 no. 3 UmwG):

“According to the results of our audit and for the reasons set above, the allocation ratio, according to which each shareholder of thyssenkrupp AG, according to their current stake in thyssenkrupp AG (preserving proportionate participation), will receive one no-par value limited partnership bearer share of the future tk accelis Group AG & Co. KGaA for every twenty no-par value bearer shares, is appropriate. No additional cash payments are envisaged.”

Düsseldorf, 19 June 2026

KPMG AG
Wirtschaftsprüfungsgesellschaft

Stefan Schöniger
Wirtschaftsprüfer

Stephan Pastusiak
Wirtschaftsprüfer

This document is a courtesy translation of our report “Bericht über die Prüfung des Abspaltungs- und Übernahmevertrages zwischen der thyssenkrupp AG, Duisburg und Essen, als übertragendem Rechtsträger und der thyssenkrupp Projekt 3 GmbH, Essen, als übernehmendem Rechtsträger“, which was written in German. This English version serves only as an explanatory note and shall not be signed by us. The German version of the report including terms and conditions shall be the binding version, the translation into English is a courtesy translation.

Appendices

Appendix 1

Decision of the Regional Court (Landgericht) of Dortmund as of 11 March 2026 to appoint KPMG AG Wirtschaftsprüfungsgesellschaft as the joint expert spin-off auditor

20 O 1/26 [AktE]

Landgericht Dortmund

Beschluss

In dem Verfahren

betreffend die Bestellung eines gemeinsamen Spaltungsprüfers

zur Prüfung des zwischen der Antragstellerin zu 1) und der Antragstellerin zu 2) zu schließenden Abspaltungsvertrags oder seines Entwurfs nach §§ 125 Abs. 1 Satz 1, 60, 10 Abs. 1 und 2 UmwG

wird auf Antrag

der thyssenkrupp AG mit Sitz in Duisburg und Essen, thyssenkrupp Allee 1, 45143 Essen, eingetragen im Handelsregister des Amtsgerichts Duisburg unter HRB 9092 und im Handelsregister des Amtsgerichts Essen unter HRB 15364,

Antragstellerin zu 1)

und

der thyssenkrupp Projekt 3 GmbH mit Sitz in Essen, thyssenkrupp Allee 1, 45143 Essen, eingetragen im Handelsregister des Amtsgerichts Essen unter HRB 32711,

Antragstellerin zu 2)

vom 02.03.2026 die

KPMG AG Wirtschaftsprüfungsgesellschaft

Tersteegenstraße 19-23, 40474 Düsseldorf

zum gemeinsamen Spaltungsprüfer für die Antragstellerinnen bestellt.

Der Wirtschaftsprüfer erfüllt nach der dem Gericht gegenüber abgegebenen Erklärung vom 04.03.26 alle notwendigen Voraussetzungen und ist insbesondere nicht nach §§ 125 Satz 1, 60, 9 Abs. 1, 11 UmwG i.V.m. §§ 319, 319b HGB von der Prüfertätigkeit ausgeschlossen.

Dortmund, 11.03.2026
Landgericht, 20. Zivilkammer - VI. Kammer für Handelssachen

Prof. Dr. Klumpe
Vorsitzender Richter am
Landgericht

Appendix 2

Spin-off and Transfer Agreement between thyssenkrupp AG, Duisburg and Essen, and thyssenkrupp Projekt 3 GmbH, Essen, dated 17 June 2026 regarding the spin-off of a minority shareholding in the Materials Services segment, together with appendix 12

Spin-off and Transfer Agreement[1]

regarding the spin-off of a minority shareholding in the Materials Services segment

dated 17 June 2026

thyssenkrupp AG

and

thyssenkrupp Projekt 3 GmbH

[1] This convenience translation of the Spin-off and Transfer Agreement, its Annexes and the Annexes thereto is legally not binding and provided for information purposes only. The respective German version shall prevail.

Spin-off and Transfer Agreement

between

(1) **thyssenkrupp AG**, having its registered offices in Duisburg and Essen, registered in the commercial register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Duisburg under HRB 9092 and in the commercial register of the Local Court of Essen under HRB 15364, as transferring entity

– hereinafter referred to as "**thyssenkrupp AG**" or "**Transferring Entity**" –

and

(2) **thyssenkrupp Projekt 3 GmbH**, having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 32711, as acquiring entity

– hereinafter referred to as "**thyssenkrupp Projekt 3 GmbH**" or "**Acquiring Entity**" –

Preamble

(A) thyssenkrupp AG, having its registered offices in Duisburg und Essen, is registered in the commercial register of the Local Court of Duisburg under HRB 9092 and in the commercial register of the Local Court of Essen under HRB 15364. At the time this Spin-off and Transfer Agreement is concluded, thyssenkrupp AG's share capital (*Grundkapital*) amounts to €1,593,681,256.96 and is represented by 622,531,741 no-par-value bearer shares (*auf den Inhaber lautende Stückaktien*). At the time this Spin-off and Transfer Agreement is concluded, thyssenkrupp AG holds no treasury shares and has issued no non-voting preference shares, convertible bonds, profit sharing bonds or profit participation rights.

(B) thyssenkrupp Projekt 3 GmbH, having its registered office in Essen, is registered in the commercial register of the Local Court of Essen under HRB 32711. At the time this Spin-off and Transfer Agreement is concluded, thyssenkrupp Projekt 3 GmbH's share capital (*Stammkapital*) amounts to €25,000 and is represented by 25,000 shares with a nominal amount of €1.00 each. All shares in thyssenkrupp Projekt 3 GmbH are currently held by thyssenkrupp Technologies Beteiligungen GmbH, having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 21754 ("**tkTB**"). tkTB's sole shareholder is thyssenkrupp AG. A domination and profit and loss transfer agreement (*Beherrschungs- und Gewinnabführungsvertrag*) is in place between thyssenkrupp AG as controlling entity and tkTB as dependent entity.

(C) Together with its direct and indirect subsidiaries, thyssenkrupp AG forms the thyssenkrupp group ("**tk Group**"), an international industrial and technology group. The strategic management of the tk Group lies with thyssenkrupp AG, which is the ultimate parent. Since 1 October 2023, the business operations of the tk Group have been bundled into five different business areas, referred to as segments. These segments include, in addition to the Automotive Technology, Decarbon Technologies, Steel Europe and Marine Systems segments, in particular the Materials Services segment, which is one of the world's leading materials distribution and service providers. The segment's core business comprises global trading, processing, distribution, logistics and transport of various (raw) materials as well as the provision of data-driven products and services based thereon in the areas of supply chain management, warehousing and logistics.

(D) In May 2025, thyssenkrupp AG presented its new strategic future model, ACES 2030, setting out the future direction of the entire group. At the core of this future model is the gradual transition of all businesses within the tk Group into stand-alone solutions. thyssenkrupp AG is to be transformed into a financial holding company that serves as the umbrella for majority investments in strong and independent entities. As part of this strategic realignment, thyssenkrupp AG has decided to spin off the Materials Services segment. On 10 June 2026, the Materials Services segment announced that, in the future, it will be operating on the market under the tk accelis brand.

(E) In preparation for the spin-off, a corporate reorganisation is currently taking place within the tk Group (the "**Corporate Reorganisation**"). As part of the Corporate Reorganisation, all entities and activities attributable to the Materials Services segment, except for the future tk accelis subgroup cash pooling scheme and other financing activities of the tk accelis subgroup (see point (G) below), will be legally and organisationally divided into three sub-segments: the business in North America, the business in Austria and the other business in Germany and abroad. The entities, activities and assets in North America will be bundled under tk Materials NA Holding, LLC, the entities, activities and assets in Austria will be bundled under thyssenkrupp Austria Beteiligungs GmbH. The other entities, activities and assets in Germany and abroad will be bundled under thyssenkrupp Materials Services GmbH, having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 22760 ("**tk accelis GmbH**") (the "**Sub-segments**"). The three Sub-segments are expected to be transferred to thyssenkrupp Projekt 14 (which will be operating in future under the name of tk accelis Beteiligungen GmbH), having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 35170 ("**tk accelis Beteiligungen GmbH**") in July 2026. At the time this Spin-off and Transfer Agreement is concluded, thyssenkrupp AG is still the sole shareholder of tk accelis Beteiligungen GmbH.

(F) thyssenkrupp AG furthermore resolved that the spin-off of the Materials Services segment will be carried out by spinning off a minority shareholding in in favour of thyssenkrupp AG's shareholders. In preparation for the spin-off, thyssenkrupp AG intends to initially contribute its 51.0% stake in tk accelis Beteiligungen GmbH as a contribution in kind to tkTB in exchange for new shares in tkTB, which is expected to take place in July 2026. As a next step, tkTB will contribute its 51.0% stake in tk accelis Beteiligungen GmbH as a contribution in kind to thyssenkrupp Projekt 3 GmbH in exchange for new shares in thyssenkrupp Projekt 3 GmbH, which is expected to take place in July 2026, subject in each case to the condition precedent of the transfers of the Sub-segments to tk accelis Beteiligungen GmbH described under point (E) becoming effective. For this purpose, the share capital of thyssenkrupp Projekt 3 GmbH is expected to be increased in July 2026, as part of the Change in Legal Form (see point (H) below), from currently €25,000.00 by €32,372,060.00 to €32,397,060.00 by issuing 32,372,060 new shares with a nominal amount of €1.00 each (the "**tk Projekt 3 Capital Increase in Kind**"). In addition, thyssenkrupp AG will contribute its 49.0% stake in tk accelis Beteiligungen GmbH as a contribution in kind to thyssenkrupp Projekt 16 GmbH (future name: tk accelis Abspaltungs GmbH), having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 36996 ("**tk accelis Abspaltungs GmbH**"), a wholly owned subsidiary of thyssenkrupp AG, in exchange for new shares in tk accelis Abspaltungs GmbH. For this purpose, the share capital of tk accelis Abspaltungs GmbH will be increased from currently €25,000.00 by €1,000.00 to €26,000 by issuing 1,000 new shares with a nominal value of €1.00 each (the "**tk accelis Abspaltungs Capital Increase in Kind**").

(G) Furthermore, as part of the Corporate Reorganisation, the future tk accelis subgroup cash pooling scheme and other financing activities of the tk accelis subgroup will be established and temporarily carried out by thyssenkrupp Materials Services Finance GmbH, having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 36990 ("**tk accelis Finance GmbH**"). By way of a share purchase and transfer agreement dated 6 May 2026, thyssenkrupp AG sold and transferred 51.0% of its stake in tk accelis Finance GmbH to thyssenkrupp Projekt 3 GmbH and 49.0% of its stake in tk accelis Finance GmbH to tk accelis Abspaltungs GmbH. Therefore, once all contribution and transfer transactions have taken effect, thyssenkrupp Projekt 3 GmbH will hold 51.0% of the shares in tk accelis Beteiligungen GmbH and tk accelis Finance GmbH while tk accelis Abspaltungs GmbH will hold 49.0% of the shares in tk accelis Beteiligungen GmbH and tk accelis Finance GmbH (thyssenkrupp Projekt 3 GmbH, tk accelis Abspaltungs GmbH, tk accelis Beteiligungen GmbH and their subsidiaries following completion of the Corporate Reorganisation and tk accelis Finance GmbH collectively referred to as the "**tk accelis Subgroup**"). It is also planned, once the spin-off has taken effect, to merge first tk accelis Abspaltungs GmbH and then tk accelis Finance GmbH into thyssenkrupp Projekt 3 GmbH so that thyssenkrupp Projekt 3 GmbH will directly hold all shares in tk accelis Beteiligungen GmbH and be responsible for implementing the tk accelis Subgroup cash pooling scheme and other financing activities of the tk accelis Subgroup.

(H) In addition, the shareholders' meeting of thyssenkrupp Projekt 3 GmbH is planning to change the legal form of thyssenkrupp Projekt 3 GmbH to that of a German partnership limited by shares (*Kommanditgesellschaft auf Aktien – KGaA*) operating under the name of "tk accelis Group AG & Co. KGaA", with thyssenkrupp Materials Services Management AG, having its registered office in Essen, registered in the commercial register under HRB 38017 (future name: tk accelis Management AG) ("**tk accelis Management AG**) simultaneously joining as general partner (*Komplementärin*) (the "**Change in Legal Form**"); the Change in Legal Form will be filed for registration with the commercial register immediately after the tk Projekt 3 Capital Increase in Kind described above has taken effect.

(I) With this Spin-off and Transfer Agreement, thyssenkrupp AG, as Transferring Entity, intends to transfer, by way of a spin-off by absorption (*Abspaltung zur Aufnahme*) pursuant to section 123 para. 2 no. 1 of the German Transformation Act (*Umwandlungsgesetz* – "**UmwG**"), all shares in tk accelis Abspaltungs GmbH, i.e. the 25,000 shares currently existing and the 1,000 shares to be issued in the future as part of the tk accelis Abspaltungs Capital Increase in Kind, including all rights and obligations, to thyssenkrupp Projekt 3 GmbH (future name: tk accelis Group AG &Co. KGaA), as Acquiring Entity (the "**Spin-off**"). As a result of these spin-off and transfer processes, the Acquiring Entity will hold – directly and indirectly, via tk accelis Abspaltungs GmbH – all shares in tk accelis Beteiligungen GmbH and in tk accelis Finance GmbH.

(J) As consideration for the Spin-off, the shareholders of the Transferring Entity, thyssenkrupp AG, will be granted by the Acquiring Entity in accordance with the provisions of this Spin-off and Transfer Agreement a total of 31,126,587 no-par-value bearer limited partnership shares (*auf den Inhaber lautende Stückkommanditaktien*) corresponding to a pro-rata amount of the share capital of €1.00 per limited partnership share (*Kommanditaktie*) after the Change in Legal Form to tk accelis Group AG & Co. KGaA takes effect. Upon the

Spin-off taking effect, the Transferring Entity's shareholders will hold 49% of the limited partnership shares in the Acquiring Entity and thyssenkrupp AG will indirectly – via tkTB – hold 51% of the limited partnership shares in the Acquiring Entity.

(K) It is intended for all limited partnership shares of the Acquiring Entity to be admitted to trading on the regulated market of the Frankfurt Stock Exchange and in the sub-segment thereof with additional post-admission obligations (*Teilbereich des regulierten Marktes mit weiteren Zulassungsfolgepflichten*) (Prime Standard) immediately after the Spin-off has taken effect. thyssenkrupp AG intends to continue to hold, indirectly via tkTB, a majority shareholding in the Acquiring Entity, which will be stock exchange listed in the future.

(L) Together with this Spin-off and Transfer Agreement, the Parties will enter into a framework agreement. The framework agreement contains further provisions required in order for the tk accelis Subgroup to be spun off, as well as the principles of co-operation of thyssenkrupp AG and tk accelis Subgroup following the Acquiring Entity's Spin-off and listing on the stock exchange.

Now therefore, thyssenkrupp AG, as Transferring Entity, and thyssenkrupp Projekt 3 GmbH (which will be operating under the name of tk accelis Group AG & Co. KGaA once the Change in Legal Form to that of a German partnership limited by shares has taken effect), as Acquiring Entity (collectively, the "**Parties**", and each a "**Party**"), agree as follows:

1 Transfer of assets by way of the Spin-off

1.1 The Transferring Entity will transfer to the Acquiring Entity, by way of a spin-off by absorption pursuant to section 123 para. 2 no. 1 UmwG, all of its shares in tk accelis Abspaltungs GmbH consisting of the current 25,000 shares with the serial numbers 1 to 25,000 and the 1,000 shares to be issued in the future as part of the tk accelis Abspaltungs Capital Increase in Kind with serial numbers 25,001 to 26,000 with a nominal amount of €1.00 each ("**Transferred Shares**"), together with all rights and obligations attaching thereto, including the right to participate in profits as from the Spin-off Effective Date, in their entirety (hereinafter referred to as the "**Spin-off Assets**"), in exchange for the granting of limited partnership shares of the Acquiring Entity to the shareholders of the Transferring Entity pursuant to Clause 5 of this Spin-off and Transfer Agreement (pro-rata spin-off by absorption (*verhältniswahrende Abspaltung zur Aufnahme*)).

1.2 The Parties will make all declarations, execute all deeds and perform all other actions that may be necessary or expedient in connection with the transfer of the Spin-off Assets.

1.3 Any items of assets and liabilities and other rights and obligations or legal positions of the Transferring Entity which are not expressly allocated to the Spin-off Assets under this Spin-off and Transfer Agreement will not be transferred to the Acquiring Entity.

2 Spin-off effective date and effective transfer date for tax purposes

2.1 Subject to Clause 4, the Spin-off Assets will be transferred, as between the Transferring Entity and the Acquiring Entity, with effect from 1 January 2026, 00.00 hrs ("**Spin-off Effective Date**"). From this point in time, the Transferring Entity's actions relating to the Spin-off Assets, as between the Transferring Entity and the Acquiring Entity, will be deemed to have been made for the account of the Acquiring Entity.

2.2 Subject to Clause 4, the effective transfer date for tax purposes in respect of the Spin-off pursuant to section 2 para. 1 of the German Transformation Tax Act

(*Umwandlungssteuergesetz – UmwStG*) is 31 December 2025, 24.00 hrs ("**Effective Transfer Date for Tax Purposes**").

3 Closing statement of financial position

3.1 Subject to Clause 4, the Spin-off will be based on the interim statement of financial position of the Transferring Entity as at 31 December 2025, 24.00 hrs, to be audited by KPMG AG Wirtschaftsprüfungsgesellschaft, with the result of an unqualified audit opinion being issued by it, as closing statement of financial position within the meaning of section 125 para. 1 sentence 1, section 17 para. 2 sentence 1 UmwG ("**Closing Statement of Financial Position**").

3.2 The Transferring Entity will recognise the Spin-off Assets in the Closing Statement of Financial Position at their carrying amounts. The Transferring Entity will decide within the statutory deadlines whether to recognise the assets at their carrying amounts (if permitted by law) or at fair market value for income tax purposes.

3.3 The Acquiring Entity will recognise the Spin-off Assets at their carrying amounts (at the time of the Spin-off) for commercial accounting purposes. The Acquiring Entity will recognise the Spin-off Assets in its statement of financial position for tax purposes at the value stated in Transferring Entity's transfer statement of financial position for tax purposes.

4 Change of effective dates and reference dates

If the Spin-off has not been registered in the commercial registers of the Transferring Entity at the Local Courts of Duisburg and Essen by the end of 15 December 2026, in deviation from Clause 2.1 and Clause 2.2, 1 October 2026, 00.00 hrs, will be deemed the Spin-off Effective Date and 30 September 2026, 24.00 hrs, will be deemed the Effective Transfer Date for Tax Purposes and, in deviation from Clause 3.1, 30 September 2026, 24.00 hrs, will be deemed the accounting reference date of the Transferring Entity's Closing Statement of Financial Position, which is to be audited by the auditor as appointed from time to time (as part of the audit of the annual financial statements, where applicable). In the event of a further delay in registration beyond 15 December of the following year, the aforementioned effective dates and reference dates will be postponed by one year in each case in accordance with the above provision.

5 Consideration, trustee and capital measures

5.1 As consideration for the transfer of the Transferring Entity's Spin-off Assets to the Acquiring Entity, the Transferring Entity's shareholders will each receive, without additional cash payment, one no-par-value bearer limited partnership share in the Acquiring Entity for every 20 no-par-value bearer shares in the Transferring Entity, which will reflect each such shareholder's previous pro-rata shareholding in the Transferring Entity (*verhältniswahrend*). Consequently, the allocation ratio pursuant to section 126 para. 1 no. 3 UmwG for the granting of limited partnership shares is 20:1. In total, the Transferring Entity's shareholders will be granted 31,126,587 no-par-value bearer limited partnership shares in the Acquiring Entity. The limited partnership shares in the Acquiring Entity to be granted under this Clause 5.1 are the 31,126,587 new limited partnership shares that are to result from the capital increase under Clause 5.3. No additional cash payment will be made.

5.2 The shares to be granted by the Acquiring Entity will carry dividend rights as from 1 October 2025. If the Spin-off Effective Date is postponed to 1 October 2026 pursuant to Clause 4, the date from which the shares to be granted will start carrying dividend rights will also be postponed to 1 October 2026. If the Spin-off Effective Date is postponed further pursuant to Clause 4, the date from which the shares to be granted will start carrying dividend rights will accordingly be postponed by one year in each case.

5.3 In order to implement the Spin-off, the Acquiring Entity will increase its share capital from €32,397,060 by €31,126,587 to €63,523,647 after the Change in Legal Form has taken effect, by issuing 31,126,587 no-par-value bearer limited partnership shares. Each of these limited partnership shares will represent a notional proportionate amount in the Acquiring Entity's share capital of €1.00. The capital increase will be carried out against contribution in kind, with the subscription rights of tkTB as the previous sole shareholder of the Transferring Entity, being excluded.

5.4 The contribution in kind will be made by transferring the Spin-off Assets. To the extent that the value at which the contribution in kind made by the Transferring Entity is acquired by the Acquiring Entity, i.e. the Spin-off Assets' carrying amount determined pursuant to the provisions of commercial law (as at the time of the Spin-off, exceeds the amount of the capital increase under Clause 5.3, such excess amount will be allocated to the Acquiring Entity's capital reserve pursuant to section 272 para. 2 no. 1 HGB (*Handelsgesetzbuch – HGB*).

5.5 The Transferring Entity appointed Deutsche Bank Aktiengesellschaft, Frankfurt am Main, as the trustee for receiving the limited partnership shares in the Acquiring Entity to be granted to its shareholders and for delivering such limited partnership shares to its shareholders. Possession of the limited partnership shares to be granted will be granted to the trustee before the Spin-off is registered in the Transferring Entity's commercial register, and the trustee has been instructed to deliver the limited partnership shares to the Transferring Entity's shareholders after the Spin-off has been registered in both commercial registers of the Transferring Entity.

5.6 The Parties undertake to make all declarations, execute all deeds and perform all other actions still necessary or expedient in order for all limited partnership shares of the Acquiring Entity to be admitted to trading on the regulated market of the Frankfurt Stock Exchange and in the sub-segment thereof with additional post-admission obligations (Prime Standard) immediately after the Spin-Off taking effect.

6 Granting of special rights

6.1 By way of utmost precaution, it is noted that the Transferring Entity has granted its executive board members and other selected senior employees of the tk Group a long-term compensation component under which virtual shares are issued to the beneficiaries as a long-term incentive ("**LTI**"). The awards under the LTI existing at the time of the Spin-off will be adjusted with effect from the closing date of the Spin-off as follows:

6.1.1 The number of virtual shares granted to the executive board members of the Transferring Entity and selected senior employees of the tk Group outside the Materials Services segment under the currently ongoing LTI tranches for the 2023/2024, 2024/2025 and 2025/2026 financial years will be adjusted using a conversion factor in order to achieve economic parity with thyssenkrupp AG shareholders. This conversion factor is calculated taking into account the allocation ratio of limited partnership shares in the Acquiring Entity to the shareholders of the Transferring Entity as well as the price performance of both shares over the first

30 exchange trading days after the date of initial listing of the Acquiring Entity's limited partnership shares. Furthermore, the "Total Shareholder Return" key performance indicator used in the context of the ongoing LTI tranches will be adjusted. Accordingly, this key performance indicator will be calculated taking into account a capital adjustment factor, which is to be determined based on the parameters of the Spin-off, to adjust the historical benchmark prices for the time until the initial listing of the Acquiring Entity's limited partnership shares.

6.1.2 The currently ongoing LTI tranches for the 2023/2024, 2024/2025 and 2025/2026 financial years for the senior employees of the Materials Services segment who were previously eligible will be settled early on 30 September 2026.

6.2 By way of utmost precaution, it is noted that the Transferring Entity reserves the right to introduce its own stock-based compensation schemes for executive board members of tk accelis Management AG and other selected senior employees of the tk accelis Subgroup as of 2026 after the Spin-off takes effect. No decision has yet been made on the details of how these compensation schemes will be structured.

6.3 By way of utmost precaution, it is also noted that discussions are currently taking place with the Alfried Krupp von Bohlen und Halbach Foundation regarding a potential candidate for the supervisory board of the future tk accelis Group. It is expected that, upon the Spin-off taking effect, the Alfried Krupp von Bohlen und Halbach Foundation will hold a share of over 10% in the future tk accelis Group.

6.4 In addition, no rights will be granted to individual shareholders or persons who hold special rights within the meaning of section 126 para. 1 no. 7 UmwG, nor are any measures within the meaning of this provision envisaged for such any persons.

7 Granting of special benefits

7.1 In the context of the limited partnership shares of the Acquiring Entity being listed on the stock exchange, the Parties intend to take out standard market insurance for the risks typically associated with a listing on the stock exchange. The insurance cover will also cover, among others, the members of the Transferring Entity's executive and supervisory boards, of the executive and supervisory boards of tk accelis Management AG, which is the Acquiring Entity's general partner (*persönlich haftender Gesellschafter*), and the members of the Acquiring Entity's supervisory board. The Parties will agree on the details of the insurance cover in relation to the persons and events to be covered and the amount insured.

7.2 Other than that and, by way of utmost precaution, subject to the measures referred to in Clause 6, no special benefits within the meaning of section 126 para. 1 no. 8 UmwG will be granted.

8 Taking effect, Closing Date

8.1 This Spin-off and Transfer Agreement will require the approval of the Transferring Entity's general meeting and (after the Change in Legal Form has taken effect) the Acquiring Entity's general meeting in order to be effective.

8.2 The transfer of the Spin-off Assets will take place with *in rem* effect (*mit dinglicher Wirkung*) at the time the Spin-off will take effect as a result of the Spin-off being registered in the Transferring Entity's commercial registers at the Local Courts of Duisburg and Essen, with the later registration being decisive ("**Closing Date**").

8.3 As set out in the Preamble under points (E) to (H), a number of measures under company law are planned to facilitate the further preparation and implementation of the Spin-off. Until the Closing Date, the Transferring Entity, which is currently the sole shareholder of tk accelis Abspaltungs GmbH, undertakes

8.3.1 not to adopt any further shareholders' resolutions – with the exception of the measures set out in the Preamble – that would change the share capital tk accelis Abspaltungs GmbH;

8.3.2 to ensure that tk accelis Abspaltungs GmbH – with the exception of the measures set out in the Preamble – will neither dispose over its future shares in tk accelis Beteiligungen GmbH or in tk accelis Finance GmbH nor, as shareholder of tk accelis Beteiligungen GmbH or tk accelis Finance GmbH, adopt, or participate in, shareholders' resolutions that change the share capital of tk accelis Beteiligungen GmbH or tk accelis Finance GmbH;

8.3.3 to ensure that, in the period until the Closing Date, any withdrawals from the capital reserve of tk accelis Beteiligungen GmbH or tk accelis Finance GmbH will only be made in such a way as to reflect, on a pro-rata basis, the percentages of shares in tk accelis Beteiligungen GmbH or tk accelis Finance GmbH held by tk accelis Abspaltungs GmbH (49.0%) and by the Acquiring Entity (51.0%).

8.4 In the period between the conclusion of this Spin-off and Transfer Agreement and the Closing Date, the Transferring Entity will administer the Spin-off Assets only in the proper course of business and with the diligence of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmannes*) in compliance with the provisions of this Spin-off and Transfer Agreement and will not dispose over them.

9 Catch-all provisions

9.1 If and to the extent that the Spin-off Assets do not already pass to the Acquiring Entity upon the later registration of the Spin-off in the Transferring Entity's commercial register, they will be transferred to the Acquiring Entity by the Transferring Entity by way of singular succession. In return, the Acquiring Entity is obliged to consent to the transfer. The Parties will place each other in the internal relationship between the Parties as if the transfer had also been effected vis-à-vis third parties on the Spin-off Effective Date.

9.2 In connection with a transfer pursuant to Clause 9.1, the Parties will initiate, and co-operate in, all necessary or expedient measures and legal actions in order to transfer the Spin-off Assets.

10 Creditor protection and internal settlement

Unless this Spin-off and Transfer Agreement or the framework agreement attached hereto as Annex 12 provide for a different allocation of burdens and liability arising from or in connection with the Spin-off Assets, the provisions of Clauses 10.1 and 10.2 below will apply:

10.1 If and to the extent that creditors assert claims on the basis of the provisions of section 133 UmwG or other provisions against the Transferring Entity with respect to liabilities, obligations or contingent liabilities that are transferred to the Acquiring Entity in accordance with the provisions of this Spin-off and Transfer Agreement, the Acquiring Entity will indemnify the Transferring Entity against the relevant liability, obligation or contingent liability on first demand. The same applies in the event that such creditors assert claims against the Transferring Entity to provide collateral.

10.2 If and to the extent that creditors assert claims on the basis of the provisions of section 133 UmwG against the Acquiring Entity with respect to liabilities, obligations or contingent liabilities of the Transferring Entity that are not transferred to the Acquiring Entity in accordance with the provisions of this Spin-off and Transfer Agreement, the Transferring Entity will indemnify the Acquiring Entity against the relevant liability, obligation or contingent liability on first demand. The same applies in the event that such creditors assert claims against the Acquiring Entity to provide collateral.

11 Warranty (*Gewährleistung*)

11.1 The Transferring Entity warrants that, as at the Closing Date, it is the holder of the Transferred Shares, that it may freely dispose over the Transferred Shares and that the Transferred Shares are not encumbered with any rights of third parties. No other warranty is given in respect of the condition of the Spin-off Assets, in particular their specific qualities or their valuableness.

11.2 To the extent permitted by law, any rights or warranties that may exist pursuant to statutory law or otherwise in addition to those set out in Clause 11.1 will be excluded. The provision in this Clause 11.2 applies to all rights and warranties of whatever legal nature (contractual, pre-contractual, in tort or otherwise) and, in particular, also to such rights as might result in the rescission or reversal of this Spin-off and Transfer Agreement or have a similar legal effect.

12 Framework agreement

The Transferring Entity and the Acquiring Entity hereby enter into the framework agreement attached hereto as Annex 12, which forms part of this Spin-off and Transfer Agreement.

13 Consequences of the Spin-off for employees and their representative bodies and measures envisaged in this respect

13.1 The Transferring Entity, as the parent of the tk Group, has employees and, until the beginning of 2026, it only had a works council (*Betriebsrat*); in the course of the works council elections carried out in the first half of 2026, two works councils were elected (one for the ATO business and the other for the Corporate business of the Transferring Entity). Consequently, pursuant to section 47 para. 1 of the German Works Constitution Act (*Bertriebsverfassungsgesetz – BetrVG*), a central works council (*Gesamtbetriebsrat*) is being established at the Transferring Entity at the time this Spin-off and Transfer Agreement is concluded; in addition, the group works council (*Konzernbetriebsrat*) of the tk Group is based at the Transferring Entity as the group parent. The Acquiring Entity has no employees and it therefore has no works councils or other employee representative bodies.

13.2 The employment relationships and employee representative bodies existing at the Transferring Entity will not be affected by the Spin-off:

13.2.1 No employment relationships will be transferred from the Transferring Entity to the Acquiring Entity as part of the Spin-off because only a shareholding under company law, and not a business (*Betrieb*) or part of a business (*Betriebsteil*), is being spun off. Consequently, the Spin-off will, in particular, not trigger an automatic transfer of employment relationships by way of a transfer of business or part of a business under section 125 para. 1 sentence 1 no. 3 and section 35a para. 2 UmwG in conjunction with section 613a of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

13.2.2 The employment conditions as a whole under individual or collective labour law at the Transferring Entity will also remain unaffected by the Spin-off. The same applies to the operational structures and works council bodies. In particular, the Spin-off will not involve any operational change (*Betriebsänderung*) within the meaning of sections 111 et seq. BetrVG. The office and the composition of the co-determined supervisory board existing at the Transferring Entity will also remain unaffected by the Spin-off; thus, the provisions of section 132a UmwG concerning the retention of co-determination rights (*Mitbestimmungsbeibehaltung*) are not applicable.

13.2.3 The Spin-off will also have no (adverse) effects on the employees of the Transferring Entity with regard to their rights relating to termination. In addition, the provision in section 132 para. 1 UmwG stipulates that termination-related rights of an employee who is in an employment relationship with the Transferring Entity prior to a Spin-off taking effect may not be adversely affected as a result of the Spin-off for a period of two years from the time the Spin-off takes effect.

13.2.4 Under the provisions of transformation law, the Transferring Entity and the Acquiring Entity will be jointly and severally liable (*Gesamtschuldner*), pursuant to section 133 UmwG, for the liabilities (including under labour law) of the Transferring Entity that arose prior to the Spin-off taking effect. The entity to which such liabilities have not been allocated in the spin-off and transfer agreement to be concluded between the Transferring Entity and the Acquiring Entity will, as a rule, only be liable for the liabilities if they are due within five years (or, in respect of pension obligations, within ten years) after the Spin-off taking effect and if they are established in a manner as described in section 197 para. 1 nos. 3 to 5 BGB – i.e. for instance by a final judgment or settlement – or if a judicial or administrative enforcement measure is taken or applied for. Pursuant to section 133 para. 4 sentence 1 UmwG, the period will begin on the date of publication of the Spin-off's registration in the register at the transferring entity's registered office.

13.2.5 No other measures are planned in connection with the Spin-off that affect the employees of the Transferring Entity and/or their representative bodies.

13.3 As the Acquiring Entity has no employees and there are no employee representative bodies at the Acquiring Entity, the Spin-off has no consequences in this respect.

13.4 In addition, in connection with the present Spin-off, it is intended to transfer additional shareholdings under company law from the Transferring Entity to the Acquiring Entity as well as other group entities on the basis of corresponding share purchase agreements the execution of which is, in part, subject to the condition precedent of the Spin-off at hand taking effect. It is also intended to make amendments with regard to domination and profit and loss transfer agreements. Like the Spin-off at hand, the measures mentioned are purely of a company law nature and will have no effect on the employees of the Transferring Entity or the Acquiring Entity or their respective representative bodies.

13.5 Pursuant to section 126 para. 3 UmwG, the original copy or a draft of this Spin-off and Transfer Agreement is to be forwarded to the responsible works councils of the Transferring Entity and potentially, by way of utmost precaution, to its group works council. If a central works council has been established at the Transferring Entity prior to the relevant deadline under section 126 para. 3 UmwG, this Spin-off and Transfer Agreement will, as a precautionary measure, also be forwarded to the central works council. There are no works council bodies at the Acquiring Entity so that there is no need for any submission in this respect.

14 Costs and taxes

14.1 Unless otherwise provided for in this Spin-off and Transfer Agreement, the Transferring Entity will bear the costs incurred as a result of the notarisation of this Spin-off and Transfer Agreement and its performance until the Closing Date (including the costs of the joint spin-off report (*gemeinsamer Spaltungsbericht*), the spin-off audit (*Spaltungsprüfung*) and the planned stock exchange listing as well as the related costs of advisers and banks). The costs of the respective general meeting or shareholders' meeting and the costs of filing with and registration in the respective commercial register will be borne by each party itself.

14.2 The transfer taxes incurred as a result of the notarisation and performance of this Spin-off and Transfer Agreement, including but not limited to any real estate transfer tax, will be borne by the Acquiring Entity. In all other respects, the Party that is the taxable person (*Steuerschuldner*) under tax law will pay the taxes incurred as a result of the notarisation and performance of this Spin-off and Transfer Agreement.

15 Miscellaneous

15.1 All disputes arising in connection with this Spin-off and Transfer Agreement or about its validity will be finally settled in accordance with the Arbitration Rules (*Schiedsgerichtsordnung*) of the German Arbitration Institute (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. – DIS*), as amended from time to time, to the exclusion of the jurisdiction of the ordinary courts of law (except for interim relief measures). The arbitral tribunal may also make a binding decision on the validity of the arbitration agreement. The arbitral tribunal will be composed of three arbitrators. The language of the arbitration will be German. However, no Party will be obligated to provide translations of English-language documents submitted for evidence or similar purposes. Where the DIS Arbitration Rules do not contain any provisions governing the arbitration proceedings or leave the proceedings to the discretion of the arbitral tribunal, the provisions of the German Code of Civil Procedure (*Zivilprozessordnung – ZPO*) will apply mutatis mutandis. The place of arbitration will be Essen.

15.2 The Annexes to this Spin-off and Transfer Agreement form part of this Spin-off and Transfer Agreement.

15.3 Any amendments or additions to this Spin-off and Transfer Agreement, including any amendment to this Clause 15.3, are to be made in writing (*Schriftform*) unless stricter requirements as to form (e.g. notarisation) are to be met.

15.4 If one or more provisions of this Spin-off and Transfer Agreement are or become void, invalid or unenforceable in whole or in part, this will not affect the validity of this Spin-off and Transfer Agreement and of its remaining provisions. The void, invalid or unenforceable provision will be deemed replaced by a provision that comes closest in terms of form, substance, time, extent and scope to the economic purpose that the Parties intended by the void, invalid or unenforceable provision. The same will apply if this Spin-off and Transfer Agreement contains any gaps.

Annex 12 to the Spin-off and Transfer Agreement

Framework Agreement

("**Agreement**")

between

(1) thyssenkrupp AG, having its registered offices in Duisburg and Essen, registered in the commercial register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Duisburg under HRB 9092 and in the commercial register of the Local Court of Essen under HRB 15364 ("**tkAG**"),

and

(2) thyssenkrupp Projekt 3 GmbH (which will be operating in future under the name of tk accelis Group AG & Co. KGaA once the change in legal form to that of a German partnership limited by shares (*Kommanditgesellschaft auf Aktien – KGaA*) has taken effect), having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 32711 ("**tk accelis Group**"),

tkAG and tk accelis Group are each referred to as a "**Party**", and collectively referred to as the "**Parties**".

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Preamble

(A) At the time this Agreement is concluded, tkAG is the thyssenkrupp group's parent and holds indirectly all shares in tk accelis Group and directly all shares in thyssenkrupp Projekt 16 GmbH (which will be operating in future under the name of tk accelis Abspaltungs GmbH), having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 36996 ("**tk accelis Abspaltungs GmbH**").

(B) tkAG's executive and supervisory boards resolved to consolidate and spin off the Materials Services segment of the thyssenkrupp group under an independent new parent, tk accelis Group. For this purpose, it is intended for a minority shareholding in tk accelis Group to be transferred to tkAG's shareholders by way of a spin-off by absorption (*Abspaltung zur Aufnahme*) in accordance with the German Transformation Act (*Umwandlungsgesetz – UmwG*).

(C) To prepare for spinning off the Materials Services segment, since late 2025, tkAG has bundled in legal and organisational terms all entities and assets allocated to the Materials Services segment under thyssenkrupp Projekt 14 GmbH, having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 35170, ("**tk accelis Beteiligungen GmbH**") as part of an intragroup restructuring. An exception to this is thyssenkrupp Materials Services Finance GmbH ("**tk accelis Finance GmbH**"), which is intended to serve as the future temporary cash pool leader for the tk accelis Subgroup. It is intended that tk accelis Finance GmbH will be a fellow subsidiary of tk accelis Beteiligungen GmbH immediately following the Spin-off. Prior to the Spin-off, 51% of each of tk accelis Beteiligungen GmbH and tk accelis Finance GmbH are held by tk accelis Group and 49% by tk accelis Abspaltungs GmbH.

(D) Following the intragroup restructuring, the future structure at the level below tk accelis Beteiligungen GmbH will be divided into three sub-segments: The entities, activities and assets allocable to the business in North America will be bundled under tk Materials NA Holding, LLC, those allocable to the business in Austria will be bundled under thyssenkrupp Austria Beteiligungs GmbH and the remaining domestic and international business of the Materials Services segment will be bundled under tk accelis GmbH, having its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 22760 ("**tk accelis GmbH**"). At the time this Agreement is concluded, such intragroup restructuring has reached an advanced stage and is intended to be completed prior to, or immediately after, the Spin-off (as defined in letter (F) below) taking effect.

(E) For the purposes of this Agreement, tk accelis Group and its future dependent entities within the meaning of section 17 of the German Stock Corporation Act (*Aktiengesetz – AktG*) are referred to as the "**tk accelis Subgroup**" or "**tk accelis Subgroup Entities**". tkAG and its group entities within the meaning of section 18 AktG – but not the tk accelis Subgroup Entities – are referred to as the "**tk Group**" or "**tk Group Entities**". Each of the tk accelis Subgroup Entities and tk Group Entities are also referred to as a Party's group entities. Where this Agreement refers to the tk Group including the entities of the tk accelis Subgroup, this will be expressed by the term "**Overall tk Group**".

(F) Under the notarised spin-off and transfer agreement concluded between the Parties on 17 June 2026, before the notary Dr Ulrich Irriger, having his official seat in Essen ("**Spin-off and Transfer Agreement**"), tkAG will transfer all of its shares in tk accelis Abspaltungs GmbH by way of a spin-off by absorption pursuant to section 123 para. 2 no. 1 UmwG to tk accelis Group, in exchange for the granting of newly issued limited partnership shares

(*Kommanditaktien*) corresponding to a total 49% shareholding in the share capital (*Grundkapital*) of tk accelis Group to tkAG's shareholders ("**Spin-off**"). As a result, tk accelis Group will hold directly and indirectly, via tk accelis Abspaltungs GmbH, all shares in tk accelis Beteiligungen GmbH and will act as an independent entity that takes business decisions on its own responsibility, taking into account the associated opportunities and risks for the tk accelis Subgroup.

(G) Upon the Spin-off taking effect, tkAG will continue to hold a majority shareholding of 51% in the share capital of tk accelis Group. tkAG intends to continue to exert a controlling influence over tk accelis Group after the Spin-off as the tk accelis Subgroup's parent within the meaning of IFRS 10 as adopted by the EU Commission (as amended). As a result, the tk accelis Subgroup will continue to be part of the Overall tk Group.

(H) It is intended for the limited partnership shares of tk accelis Group to be admitted to trading on the Frankfurt Stock Exchange immediately after the Spin-off taking effect ("**Listing**").

(I) It is intended for the tk Group Entities and the tk accelis Subgroup Entities to also continue to maintain certain service relationships after the Spin-off taking effect. This will apply to the intellectual property rights, information technology, insurance, accounting & financial reporting, personnel/HR, tax, financing, collateral, hedging, retirement plan management, controlling, legal & compliance, occupational safety and health and procurement & supply chain management units, among others. It is intended for the service relationships between the tk Group and the tk accelis Subgroup to generally continue for a definite period of time. In addition, there are other service relationships intended to run for an indefinite period, for example in the fields of payroll, fleet services, pensions and strategic procurement (collectively, "**Ongoing Relationships**").

(J) This Agreement is an annex to the Spin-off and Transfer Agreement. With this Agreement, the Parties intend to stipulate (supplementary) provisions relating to matters not yet fully covered by existing agreements and governing the existing legal relationships between tkAG and tk accelis Group or the tk accelis Subgroup for the period after the Spin-off taking effect.

Now therefore, the Parties agree as follows:

I. Spinning off the Materials Services segment

1 Conclusive allocation regarding the Materials Services segment

1.1 The allocation of investments, activities and assets to the Materials Services segment envisaged for the purposes of the intragroup restructuring is binding and conclusive. Upon the Spin-off taking effect or immediately after the Spin-off taking effect, the intragroup restructuring will be completed.

1.2 It is not intended to subsequently adjust the allocation regarding the Materials Services segment. A different approach applies only where:

1.2.1 any transfer obligations pursuant to Clause 1.3 of this Agreement,

1.2.2 any retransfer obligations pursuant to Clause 1.4 of this Agreement or

1.2.3 any agreements pursuant to Clause 2 of this Agreement result in allocation to the Materials Services segment being different from that made for the purposes of the intragroup restructuring.

1.3 If, at the time the Spin-off takes effect, any asset allocated to the Materials Services segment has not been effectively transferred to any tk accelis Subgroup Entity, tkAG will be obliged to transfer that asset, or arrange for the transfer of that asset, and to place the tk accelis Subgroup in the same position in the internal relationship between the Parties as if the transfer had also been effected vis-à-vis third parties on the economic closing date agreed in respect of that asset and, if no such economic closing date has been agreed, on the Spin-off effective date.

1.4 If any asset not allocated to the Materials Services segment has been effectively transferred to any tk accelis Subgroup Entity for legal reasons, tk accelis Group will be obliged to retransfer that asset, or arrange for the retransfer of that asset, and to place the tk Group in the same position in the internal relationship between the Parties as if the transfer had also not been effected vis-à-vis third parties.

2 Transfer or use of the respective other (sub)group's assets after the Spin-off taking effect

2.1 If either Party realises and asserts within 12 months after the Spin-off taking effect that it, or any of its group entities, requires any asset that belongs to the other (sub)group in order to continue its operations properly and without a change after the Spin-off taking effect, the Parties will meet at the request of that Party in order to negotiate a transfer, the granting of a right of (joint) use, or support in procuring a replacement of, the asset required.

2.2 The Parties will negotiate with the aim of appropriately taking into account the interests of each Party. There exists no claim for a transfer, the granting of a right of use, or support in procuring a replacement of, the asset required.

3 Further provisions in connection with the Materials Services segment being spun off

3.1 The Parties will ensure that services agreements, substantially in the draft form attached as **Annex 3.1a** hereto**,** will be concluded between tk accelis Group or any of its subgroup entities on the one hand and tkAG, thyssenkrupp Services GmbH or any other tk Group Entity on the other. The current status of the services that will be the subject of services agreements between tkAG, thyssenkrupp Services GmbH or any other tk Group Entity and tk accelis Group or any of its subgroup entities is set out in **Annex 3.1b**. The Parties will ensure that the services listed in **Annex 3.1b** hereto (each as specified) will be implemented in accordance with the aforementioned services agreements or, as the case may be, that existing services agreements will continue to run. The Parties will jointly determine Schedules A to D forming part of **Annex 3.1a** at a later time; if they are unable to agree on the contents of any Schedule, its contents will be determined by tkAG at its reasonable discretion (*billiges Ermessen*) pursuant to section 315 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

3.2 The Parties are aware that the operator of the canteen currently operated at the ruhr tech kampus essen site is to be replaced on 1 October 2026 and tk accelis Group and its subgroup entities will no longer have the possibility of using the canteen starting from the end of 30 September 2026. If required, the Parties will negotiate upon an agreement concerning the future use of the canteen.

3.3 tk accelis Subgroup Entities purchase services under separate agreements from RealCore Group GmbH or its affiliates, none of which are tk Group Entities. These individual agreements were concluded on the basis of a framework agreement for the provision of IT services concluded between tkAG and RealCore Group GmbH (among others). To the extent that the individual agreements provide, by reference to such framework agreement, that certain rights may only be exercised by tkAG, tkAG will exercise such rights, taking into account the group's interests and the legitimate interests of tk accelis Group, in consultation with tk accelis Group.

3.4 If further issues arise which require that measures be taken with a view to spinning off this segment, the Parties will co-operate on the basis of mutual trust in order to find an appropriate solution.

To the extent that provisions in agreements in connection with the provision of services go beyond the provisions of this Agreement, these more extensive provisions will remain unaffected. In the event of conflicts between agreements in connection with the provision of services and the provisions of this Agreement, the relevant provisions of this Agreement will prevail.

4 Dealing with existing and future collateral

For the purposes of financing the operating activities of the Materials Services segment and the tk accelis Subgroup Entities, group liability statements (*Konzernhaftungserklärungen*) by tkAG and bank guarantees or comparable collateral provided by financial institutions (collectively also the "**Collateral Provided**", each an "**Item of Collateral Provided**") to cover corresponding requirements of the operating business are of particular relevance.

4.1 Group liability statements

4.1.1 So far, group liability statements have been issued as collateral by tkAG with respect to the fulfilment of contractual obligations owed by entities of the tk accelis Subgroup to their contractual partners. The Parties agree that once the Spin-off has taken effect and tk accelis Group's Listing has been effected, it is generally not intended that any new group liability statements will be issued by tkAG to secure obligations of the entities of the tk accelis Subgroup.

4.1.2 It is intended that group liability statements already issued will continue to be valid after the Spin-off has taken effect and the Listing has been effected, without being changed, on the basis of the bank guarantee request made by the entity involved to tkAG and the "special terms and conditions for bank guarantee business of thyssenkrupp AG" (*Sonderbedingungen für das Avalgeschäft der thyssenkrupp AG*) under arm's length conditions and will expire in accordance with their terms. A new contractual legal basis between the entities involved and tkAG for the continued provision of the group liability statements is not required in this respect. tkAG and tk accelis Group will rather enter into a central external service agreement which will stipulate the management of the continued group liability statements. tk accelis Group will exert its influence under company law to ensure that the co-operation of the entities involved of the tk accelis Subgroup is ensured with respect to compliance with the existing "special terms and conditions for bank guarantee business of thyssenkrupp AG" and the central external service agreements pursuant to this Clause 4.1.2.

4.2 Bank guarantees/letters of credit; establishment of separate financing facilities

4.2.1 The operating activities of the Materials Services segment and the tk accelis Subgroup Entities are currently also secured by bank guarantees and letters of credit. The bank guarantees and letters of credit used so far in the operating business were issued under tkAG's central credit facilities.

4.2.2 The Parties intend to establish separate financing facilities for the tk accelis Subgroup by the time of tk accelis Group's Listing. Following the merger of tk accelis Finance GmbH into tk accelis Group, it is intended that bank guarantees and letters of credit will cease to be issued under tkAG's credit facilities in favour of the tk accelis Subgroup but will be granted under separate credit facilities. Following the merger of tk accelis Finance GmbH into tk accelis Group, any bank guarantees and letters of credit currently existing centrally under tkAG's credit facilities are intended to be transferred, to the extent possible, to the new credit facilities for the tk accelis Subgroup or to expire in accordance with their terms.

4.2.3 Any expenses (fees, commissions) incurred by tkAG in connection with bank guarantees or letters of credit that will continue to exist under tkAG's credit facilities until they expire will have to be reimbursed to tkAG by the relevant principal debtors from the tk accelis Subgroup or by tk accelis Group.

4.3 In the event that a claim is asserted against a Party, any of its group entities or a bank, financial institution, insurer or other third party commissioned by a Party or any of its group entities (such Party or its group entity, each a "**Collateral Provider**") which arises from any Item of Collateral Provided for a liability of a liable debtor, the Party to whose (sub)group that Collateral Provider belongs will be entitled to indemnification of such Collateral Provider against the relevant obligation arising from that claim, and against any necessary and reasonable costs and expenses (including costs of defending against a claim and the related legal advice) incurred in connection with asserting that claim, against the Party to whose (sub)group the relevant principal debtor belongs. Clause 14.9 will not apply. Any claim threatening to be asserted under any Item of Collateral Provided must be notified to the Collateral Provider immediately upon becoming aware of it.

4.4 To the extent that a claim for indemnification under Clause 4.3 has been settled, the Party to whose (sub)group the Collateral Provider belongs undertakes to ensure that the Collateral Provider will not assert any claims of its own which result from subrogation to the rights of another person (*Ansprüche aus übergegangenem Recht*) against the Principal Debtor.

4.5 tkAG undertakes towards tk accelis Group not to change, without tk accelis Group's consent, any existing Collateral Provided for liabilities of tk accelis Subgroup Entities which has not been redeemed, in particular not to extend or cancel any such Collateral Provided. If tkAG intends to change any existing Collateral Provided in favour of any entity of the tk accelis Subgroup, the Parties will seek to replace the Collateral Provided by tkAG with Collateral Provided by tk accelis Group by mutual agreement.

4.6 tkAG undertakes to inform tk accelis Group without undue delay (*unverzüglich*) of the return or termination of any Collateral Provided and issued for liabilities of the tk accelis Subgroup.

5 Listing

5.1 It is agreed in the Spin-off and Transfer Agreement that immediately after the Spin-off taking effect, all limited partnership shares of tk accelis Group are to be admitted to trading on the regulated market of the Frankfurt Stock Exchange and in the sub-segment thereof with additional post-admission obligations (Prime Standard). Among other things, tk accelis

Group will, for the purposes of the Listing, prepare and publish beforehand, or make available to investors in connection with the Listing, a securities prospectus to be approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin*) and further marketing documents as well as other documents. In connection with the Listing of tk accelis Group's limited partnership shares, the Parties intend to take out standard market insurance for the risks typically associated with a listing on the stock exchange in accordance with Clause 7.1 of the Spin-off and Transfer Agreement. tkAG will pay the premium for that insurance.

5.2 In the event that no insurance is taken out to cover the risks typically associated with a listing on the stock exchange or to the extent that a Party does not actually obtain compensation despite such insurance, any damage and other financial loss incurred in connection with the implementation of the Listing which arises from the securities prospectus and/or the marketing documents or other documents actually or allegedly containing information that is incorrect, incomplete or otherwise misleading (referred to as prospectus liability (*Prospekthaftung*)) will be allocated between tkAG and tk accelis Group in the ratio of 50% (tkAG) to 50% (tk accelis Group).

This allocation includes, in particular, tk accelis Group's warranty and indemnity liability (*Gewährleistungs- und Freistellungshaftung*) towards the banks involved in the transaction. It will also apply to any costs and expenses (including disbursements) of any Party incurred by that Party for the purpose of assessing, defending or settling any claim that arises from what is referred to as prospectus liability (including for asserting counterclaims and cross-complaints and for asserting claims against third parties) if and to the extent that, from the perspective of a prudent and conscientious business manager (*sorgfältiger und gewissenhafter Geschäftsleiter*) whose enterprise would have to bear such costs and expenses itself, such costs and expenses are necessary or reasonable. Accordingly, the Parties will mutually indemnify each other in the ratio set out above and in accordance with Clause 14 (with the exception of Clause 14.9 and Clause 14.10). Section 254 BGB and any similar provisions and legal principles of any kind will be inapplicable as between the Parties, and any objection or defence raised by a Party against the other Party which is based thereon is hereby expressly excluded.

II. Taxes

6 Definitions

6.1 The term "**Tax**" as used in this Agreement includes all forms of taxes, including state, national, regional, provincial, local and municipal duties, levies, withholdings and similar liabilities, as well as any related interest, surcharges, fines or penalties, in each case regardless of whether they are owed as primary or secondary liabilities; deferred taxes, social security contributions and other social insurance contributions are not included.

6.2 The term "**Tax Benefit**" as used in this Agreement includes reductions, credits, deductions, exemptions or set-offs in connection with Taxes or the determination of income, profit or revenue for tax purposes as well as the right to, or the actual saving of, Taxes, excluding Tax Refunds.

6.3 The term "**Tax Refund**" as used in this Agreement includes any refund of Taxes (including, but not limited to, set-offs or other deductions) or any entitlement to such refund.

6.4 The term "**Tax Group**" as used in this Agreement means (i) a tax group (*Organschaft*) within the meaning of sections 14 et seq. of the German Corporate Tax Act (*Körperschaftsteuergesetz – KStG*) or section 2 para. 2 sentence 2 of the German Trade Tax Act (*Gewerbesteuergesetz – GewStG*) between a tk Group Entity as the Dominant Entity and a tk accelis Subgroup Entity as the Dependent Entity (including cases where a tk accelis Subgroup Entity is a Dependent Entity of another tk accelis Subgroup Entity which is itself part of a tax group within the meaning of sections 14 et seq. KStG or section 2 para. 2 sentence 2 GewStG with a tk Group Entity being the Dominant Entity (regardless of the number of layers of ownership)) ("**German Tax Group**") or (ii) any comparable arrangement for consolidated or additive taxation or taxation otherwise aggregated in whole or in part of the net income of several entities for income tax purposes, including in particular any already existing tax groups between a tk Group Entity and a tk accelis Subgroup Entity in Australia, Denmark, France, the Netherlands, Spain, the United Kingdom and the United States of America ("**Foreign Tax Group**").

6.5 The term "**Dependent Entity**" as used in this Agreement means (i) a Dependent Entity of a German Tax Group or (ii) any entity the net income, income or Taxes of which are attributed to another entity within a Foreign Tax Group.

6.6 The term "**Dominant Entity**" as used in this Agreement means (i) a Dominant Entity of a German Tax Group or (ii) any entity to which another entity's net income, income or Taxes are attributed within a Foreign Tax Group.

7 Tax allocation

7.1 Subject to the below provisions, all Taxes will be borne by the taxable person provided for by law, irrespective of the tax period for which they are incurred. This will apply *mutatis mutandis* to Tax Refunds. Where a statutory compensation claim for Taxes paid (in particular under section 3 para. 6 of the German Minimum Tax Act (*Mindeststeuergesetz – MinStG*)) exists between a tk Group Entity and a tk accelis Subgroup Entity, such compensation claim must be settled.

7.2 German Tax Groups

7.2.1 If German Tax Groups exist or existed, any income taxes for the periods during which a tk accelis Subgroup Entity was a Dependent Entity of a tk Group Entity (each such period a "**Tax Group Period**") are to be borne by the Dominant Entity.

7.2.2 If, after the Spin-off effective date (i.e. the date of entry of the Spin-off in tkAG's second commercial register) ("**Effective Date for Tax Purposes**"), there is an increase in taxable income at the level of a tk accelis Subgroup Entity regarding a Tax Group Period ("**Increase in Taxable Income**") which is attributable to a tk Group Entity as a result of an existing tax group for income tax purposes and this results in Tax Benefits for the tk accelis Subgroup Entity (or a new Dominant Entity) regarding periods after the Tax Group Period, tk accelis Group must refund the Tax Benefits to tkAG in accordance with the following provisions to the extent such Tax Benefits are directly based on the Increase in Taxable Income: the Tax Benefits to be refunded will be calculated as the sum of the present value of all these Tax Benefits which are expected to be realised by a tk accelis Subgroup Entity after the Tax Group Period, less any tax disadvantages of the tk accelis Subgroup Entity which are expected to be realised after the Tax Group Period. The present value of these Tax Benefits will be calculated on a merely abstract and general basis by applying to the relevant Tax Benefit amount (x) the statutory tax rate which is expected to apply to the relevant tk accelis Subgroup Entity on the date the Tax Benefit is realised and (y) a discount rate of two (2)% p. a. during the expected period regarding which the Tax Benefit is realised; any tax disadvantage will be determined on the same calculation basis. The expected realisability within the meaning of this Clause 7.2.2 requires that the tk accelis Subgroup Entity concerned or the tk accelis tax group are in a tax payment position, i.e. an actual reduction of the tax payment burden is to be expected. The increase of loss carry-forwards is not deemed to be a realisation of a Tax Benefit. The amount of this refund obligation will be limited to the amount of Tax actually paid (or settled by set-off) by the tk Group Entity in respect of the increase in income attributable to it.

7.2.3 tkAG undertakes to return to tk accelis Group any Tax Refunds actually received by a tk Group Entity as a result of the non-recognition of a German Tax Group involving a tk accelis Subgroup Entity as a Dependent Entity, provided that the Tax Refund is based on the income of the relevant tk accelis Subgroup Entity no longer being attributable to the tk Group Entity as a result of the non-recognition of the German Tax Group. The obligation to return the Tax Refund will not apply if the Tax Refund is based on the non-recognition of a German Tax Group as a result of any measure, action or omission undertaken by any tk accelis Subgroup Entity after the Effective Date for Tax Purposes. If a German Tax Group involving a tk accelis Subgroup Entity as a Dependent Entity is not recognised and non-recognition of such German Tax Group results in a Tax Benefit for the tk accelis Subgroup Entity regarding periods after the Effective Date for Tax Purposes, this Tax Benefit, within the meaning of and in line with Clause 7.2.2, must be returned to tkAG. This return obligation will be limited to the aggregate amount of the Tax Refunds to be returned according to sentence 1.

7.3 Foreign Tax Groups

7.3.1 Where a Foreign Tax Group existed between a tk Group Entity and a tk accelis Subgroup Entity or continues to exist after the Effective Date for Tax Purposes, tkAG (in relation to a tk Group Entity) and tk accelis Group (in relation to a tk accelis Subgroup Entity) will ensure that the relevant Dependent Entity indemnifies the relevant Dominant Entity forming part of the other subgroup against any Taxes assessed after the Effective Date for Tax Purposes (regardless of the period to which they relate) and which are taxed at the level of the Dominant Entity as a result of the Foreign Tax Group, provided that such Taxes are attributable to the net income, income or activities of the Dependent Entity and provided that no tax sharing arrangement results in these tax burdens being allocated in accordance with the principle of causation. The scope of a possible tax sharing obligation in this context depends on the provisions applicable during the existence of the Tax Group. The indemnification duty is not applicable insofar as the relevant Tax is based on an option right being exercised by the Dominant Entity in a form that is detrimental to the Dependent Entity concerned, unless the Dependent Entity previously gave its consent in writing as to the option right being exercised.

7.3.2 Furthermore, tkAG and tk accelis Group will ensure that the relevant Dominant Entity of a Foreign Tax Group will pass on to the relevant Dependent Entity without undue delay any Tax Refunds which it receives from the competent tax authorities after the Effective Date for Tax Purposes and which are attributable to the net income, income or activities of the Dependent Entity, provided that no tax sharing arrangement results in these Tax Refunds being allocated in accordance with the principle of causation.

7.3.3 To the extent that it is possible under applicable local law to allocate tax attributes (such as loss carry-forwards, Tax Benefits or comparable tax items) in accordance with the principle of causation, the Parties will seek to effect such allocation. If allocation in accordance with the principle of causation is not possible, there will be no financial compensation between the Parties for any resulting advantages or disadvantages, unless such compensation is required by law.

7.4 tk accelis Group undertakes to pay to tkAG an amount equal to the amount required to indemnify a tk Group Entity against any Taxes due and payable (including any Taxes payable on the transfer of the shareholdings in the American tk accelis Subgroup Entities) if and to the extent these Taxes result from measures, actions or omissions undertaken or omitted by any tk accelis Subgroup Entity after the Effective Date for Tax Purposes, unless such measure, action or omission is required by mandatory statutory provisions or was undertaken with the written consent of tkAG.

7.5 Transfer taxes (including real estate transfer tax, but excluding value added tax) arising in connection with the Spin-off will be borne by tk accelis Group in the internal relationship between the Parties.

7.6 If the Tax for which a payment under this Clause 7 has been made is reduced subsequently, the relevant payee will be obliged to refund without undue delay to the relevant payer the difference between the higher payment amount under this Clause 7 and the lower tax amount, including any interest accrued and refunded thereon (less any Taxes payable thereon).

8 Termination of Tax Groups

8.1 The Parties will co-operate on the basis of mutual trust and take all reasonable measures to ensure that the Tax Groups are recognised for tax purposes up to 30 September 2026 (unless Foreign Tax Groups continue to exist mandatorily in accordance with applicable law or, in particular in the United States of America, were terminated already at an earlier date). In particular, they will refrain from taking unilateral measures leading to non-recognition of the Tax Groups and, in the event of objections by tax authorities (e.g. according to section 14 para. 1 sentence 1 no. 3 sentence 4 KStG), will take any measures to remedy them (e.g. adjusting commercial balance sheets or paying amounts to ensure correct profit transfers or correct loss set-offs; any payments required for this purpose between a tk Group Entity and a tk accelis Subgroup Entity are intended to be financially neutral).

8.2 The Parties will co-operate on the basis of mutual trust and take all reasonable measures to ensure that the Tax Groups will be terminated with effect at the end of 30 September 2026 (unless Foreign Tax Groups will continue to exist mandatorily in accordance with applicable law or, in particular in the United States of America, were terminated already at an earlier date). The details of such termination of the Foreign Tax Groups and the allocation of tax attributes pursuant to Clause 7.3.3 are to be agreed, as far as this has been made so far as current practice within the tk Group, on a country-specific basis by means of separate exit agreements between the tk Group Entities concerned and the tk accelis Subgroup Entities; however, they may not be opposed to the provisions of this Framework Agreement.

9 Tax group for VAT purposes in Germany and VAT Group in Great Britain

9.1 Until the Effective Date for Tax Purposes, tkAG, being the Dominant Entity in the tax group for VAT purposes, and various tk accelis Subgroup Entities, being the Dependent Entities in the tax group for VAT purposes, will be treated as a tax group for VAT purposes (*umsatzsteuerliche Organschaft*). The below provisions will apply to the extent payments by, or refunds to, tkAG as the Dominant Entity of the tax group for VAT purposes are made after the Effective Date for Tax Purposes regarding the period up to the Effective Date for Tax Purposes on the basis of deliveries and other services, acquisitions and imports ("**Deliveries**") and received input transactions from or to the tk accelis Subgroup Entities while they were Dependent Entities of the tax group for VAT purposes of tkAG (this also includes all payments or refunds to be made after filing the annual VAT return or after adjustments being made to amounts).

9.2 tk accelis Group will ensure that the tk accelis Subgroup Entities pay to tkAG the pro-rata share of VAT (including interest thereon) attributable to Deliveries by the tk accelis Subgroup Entities while they are or were Dependent Entities of tkAG's tax group for VAT purposes (less the amount of deductible input tax attributable to Deliveries made to the tk accelis Subgroup Entities concerned). Payment order is to be given on the business day on which tkAG will be obliged to pay such VAT to the competent tax authority. Such payment will not be owed if it was made before or on the Effective Date for Tax Purposes.

9.3 tkAG undertakes vis-à-vis tk accelis Group to pay to the relevant tk accelis Subgroup Entity an amount equal to the pro-rata share of a VAT refund received by tkAG from the competent tax authority or equal to the pro-rata share of a credit balance resulting from deductible input tax exceeding the VAT actually payable, which is based on Deliveries to and by the relevant tk accelis Subgroup Entity while it is or was a Dependent Entity of the tax group for VAT purposes of which tkAG was the Dominant Entity, without undue delay upon receipt of the amount by tkAG or after offsetting it against liabilities of tkAG (unless paid before or on the Effective Date for Tax Purposes).

9.4 tk accelis Group will ensure that the tk accelis Subgroup Entities (i) provide tkAG with information and documents necessary for tkAG to prepare and file in due time all returns required for VAT purposes and (ii) provide tkAG without undue delay with all invoices for Deliveries made or received if requested by tkAG.

9.5 The provisions set out in this Clause 9 will apply *mutatis mutandis* in the event that the competent tax authority makes adjustments in relation to Deliveries that were made by or to a tk accelis Subgroup Entity while it was part of the tax group for VAT purposes with tkAG.

9.6 Currently, a VAT group (the "**VAT Group**") exists in Great Britain between two tk accelis Subgroup Entities (being members of the VAT Group) and tk UK Plc (being the head of the VAT Group). The VAT Group is intended to be terminated with effect on 30 September 2026 at the latest. The provisions agreed on in this Clause 9 are applicable *mutatis mutandis* to the VAT Group subject to the proviso that, instead of the Effective Date for Tax Purposes, the date on which the Tax Group will actually be terminated will be relevant to them being applied.

10 Tax Returns and tax proceedings

10.1 As from the Effective Date for Tax Purposes, tk accelis Group and the relevant tk accelis Subgroup Entity will be solely responsible, as a matter of principle, subject to the below provisions, for all (i) Tax Returns and declarations relating to it and other legally required submissions to the tax authorities ("**Tax Returns**") and (ii) tax proceedings relating to it, in particular tax audits, objection and other official or court proceedings in connection with Taxes ("**Tax Proceedings**"). Insofar as a Tax Group continues to exist after the Effective Date for Tax Purposes, the Parties will co-operate on a basis of mutual trust with respect to Tax Returns being filed, participation in Tax Proceedings or with respect to information being provided to the competent tax authorities or the other Party.

10.2 In deviation from Clause 10.1 the Parties will ensure that Tax Returns regarding income taxes for all members of a Tax Group between tk accelis Subgroup Entities and tk Group Entities for periods in which such Tax Group existed are prepared in due time before the expiry of the relevant period in which the tax return is to be filed (taking into account any deadline extensions). The Dominant Entity concerned and the Dependent Entities concerned will co-operate on the basis of mutual trust when preparing their Tax Returns; at the outset, however, the Dependent Entities themselves are responsible for the preparation of these Tax Returns. The Dominant Entity concerned will be entitled, following consultation with the Dependent Entities, to submit itself these Tax Returns to the relevant tax authorities. The Parties moreover will ensure that each Party is provided with all information and documents required to prepare the Tax Returns. The Dominant Entity of the Tax Group in the United States will also ensure that draft Tax Returns to be prepared by it are provided to tk Materials NA Holding, LLC for a review no later than 45 days prior to the end of the period in which the tax return is to be filed. The review exclusively refers to whether the Tax Returns of tk accelis Subgroup Entities were correctly consolidated into the overall Tax Return of the Tax Group in the United States. Any comments made and objections raised by tk Materials NA Holding, LLC as a result of the review are to be jointly discussed and consensually implemented during the 45-day period. The Parties moreover will ensure that the members of the Tax Groups do not file, amend or withdraw any Tax Returns relating to income taxes for periods in which such Tax Group existed, unless the Dominant Entity concerned has given its prior written consent.

10.3 Concerning VAT, the duties referred to above of tk accelis Group with respect to documents and information being provided are applicable *mutatis mutandis*.

10.4 In deviation from Clause 10.1 the Parties will ensure that Tax Proceedings of a Dependent Entity, insofar as they relate to periods in which a Tax Group existed (or in which the existence of such Tax Group is disputed), are conducted in close consultation with the Dominant Entity and in the latter's best interest. Insofar as a Dependent Entity does not conduct the proceedings itself, the relevant Dominant Entity will be entitled to conduct the Tax Proceedings concerned itself (or through a selected advisor); if necessary, the Parties will ensure that appropriate powers of attorney are issued to the Dominant Entity (or its advisors). The Parties will ensure that the Dependent Entities (i) provide the relevant Dominant Entity without undue delay with the relevant information and documents related to these Tax Proceedings and (ii) do not terminate any of these Tax Proceedings (including by settlement) or recognise positions of tax authorities, unless the Dominant Entity has given its prior written consent. Alike, the Dominant Entity will not terminate such Tax Proceedings, withdraw remedies, enter into settlements or accept legal positions vis-à-vis the tax administration which affect the Dependent Entities without consent being given by the relevant Dependent Entities. The Dominant Entity concerned will conduct these Tax Proceedings in close consultation with the Dependent Entities concerned. In cases in which a Dominant Entity conducts the Tax Proceedings itself, the

Parties will ensure that the Dependent Entities concerned are provided without undue delay with relevant information and submitted documents that are related to such Tax Proceedings.

10.5 Tax proceedings of tkAG that refer to periods in which tk accelis Subgroup Entities were members of the tax group for VAT purposes with tkAG being the Dominant Entity (or in which the existence of such tax group for VAT purposes is disputed) will be conducted by tkAG in the best interest of and in close consultation with tk accelis Group. tk accelis Group will ensure that tk accelis Subgroup Entities provide tkAG without undue delay with relevant information and submitted documents that are related to such Tax Proceedings.

10.6 The provisions of this Clause 10 will not apply if (in future) services agreements between tkAG and entities of the tk accelis Subgroup are applicable and contain a provision to the contrary.

11 Co-operation in tax matters

11.1 The Parties will co-operate in good faith at all times with regard to tax-related matters and will ensure that their (sub)group entities also co-operate in this manner at all times. At the request of either Party, the other Party will provide all requested documents or information regarding the requesting Party's tax obligations (including reporting obligations under the German Foreign Tax Act (*Außensteuergesetz – AStG*), in relation to transfer pricing or country-by-country reporting) or regarding other obligations in connection with Taxes (e.g. for calculating deferred taxes) and will procure that its group entities do so. This also includes the collection and disclosure of data and information required for minimum tax purposes.

11.2 Concerning the co-operation with respect to Pillar 2, the touchpoint "Pillar 2" agreed in Annex 19.9 will be applicable

11.3 tk accelis Group undertakes vis-à-vis tkAG not to take, tolerate or refrain from taking any action - during a period of two years starting from the date at which the transfer of the shareholdings in the American tk accelis Subgroup Entities from tkNA Holding Corp. to tkAG ("**US Spin**") takes effect – which might put at risk the US Spin being tax-neutral, unless tkAG gave its consent in writing in advance, having been adequately informed, to such action being taken, tolerated or refrained from.

12 Due date and limitation of tax claims

12.1 Except as otherwise specified in this Section II, claims under this Section II will become due for payment thirty (30) business days after the creditor has notified the debtor in writing of the claim and the related payment amount, attaching copies of the relevant tax assessment, including any documentation comprehensibly substantiating the reason for, and amount of, the relevant Tax and claim, but no earlier than two (2) business days before the relevant Tax is due for payment to the tax authority.

12.2 Claims under Clauses 7.2.3 and 7.3.2 will become due for payment fifteen (15) business days after the tk Group Entity has received the Tax Refund.

12.3 Except as otherwise specified in this Section II, claims under this Section II will become time-barred six (6) months after the assessment notice of the underlying Tax regarding which a corresponding compensation obligation exists has become final, binding and non-appealable and can no longer be amended, but no later than six (6) years after the Effective Date for Tax Purposes. However, a claim under Clause 7.2.3 or 7.3.2 will not become time-barred before the expiry of six (6) months after tk accelis Group has been notified in writing by tkAG of such claim's existence.

12.4 Each Party will be obliged to notify the other Party in writing without undue delay, however at the latest within fifteen (15) business days after the Party required to make a notification has become aware of the relevant circumstances or should have become aware thereof within a reasonable governance structure, of any circumstance that could give rise to a claim by the other Party under this Section II; the notification must include all material information on the relevant facts and copies of all relevant documents. If a Party negligently (*fahrlässig*) fails to provide such information, this Party will be obliged to reimburse the other Party for any damage or loss incurred by the other Party because of such failure.

III. Liability

13 General provisions on liability and indemnification

13.1 Each of the Parties will be liable for all liabilities that are allocated to its (sub)group on or starting from the date of the Spin-off taking effect and for risks and obligations (including liabilities arising from a breach of statutory duties of conduct) arising from or in connection with entities and assets allocated to its (sub)group (irrespective of whether these risks and liabilities were established prior to or after the date of the Spin-off taking effect), unless the other Party, one of its group entities or an asset allocated to the other (sub)group caused the liability's establishment on or after the date of the Spin-off taking effect.

13.2 If liabilities cannot be clearly allocated to tk Group or the tk accelis Subgroup, the Party whose (sub)group solely or clearly predominantly caused the relevant liability's establishment will be liable. Insofar as liabilities cannot be clearly allocated to the (sub)group of a Party in line with the preceding sentence, tkAG and tk accelis Group will be liable for the relevant liabilities in the ratio of 50% (tkAG) to 50% (tk accelis Group).

13.3 If claims are asserted as against a Party or one of its group entities for a liability for which the other Party is liable pursuant to the provisions of Clause 13.1 of this Agreement, the liable Party will indemnify the other Party or its group entity concerned in line with Clause 14.

13.4 Statutory rights of recourse that are available to a Party or one of its group entities as against the other Party or one of its group entities in the event of corresponding claims being asserted by third parties are excluded, contrary to the basic rule on the allocation of liability as set out in Clause 13.1, to the extent permitted by law.

14 Scope of the indemnification and procedure

14.1 In the event of a third party asserting a claim against a Party or one of its group entities or initiating legal or official proceedings or giving written notice of such claim or such proceedings and if, in the reasonable opinion of that Party, the claim's assertion being successful for the third party or the outcome of the proceedings being successful for the third party brings about a claim for indemnification, permissible under this Agreement, of that Party ("**Party Entitled to Indemnification**") as against the other Party ("**Indemnifying Party**") ("**Third-Party Claim**"), the provisions of this Clause 14 will be applicable.

14.2 The Party Entitled to Indemnification will immediately inform the Indemnifying Party of the Third-Party Claim and provide the Indemnifying Party with all information available to it and required for the examination of the Third-Party Claim.

14.3 Following receipt of the information specified in Clause 14.2, the Indemnifying Party will declare whether it will assume the defence of the Third-Party Claim. The Party Entitled to Indemnification is free to set a reasonable deadline for the Indemnifying Party to make this declaration.

14.4 If and as soon as the Indemnifying Party declares to the Party Entitled to Indemnification that it will assume the defence of the Third-Party Claim, it will solely be entitled to issue instructions to the latter with regard to the defence of the Third-Party Claim, which it may delegate to certain corporate functions or subsidiaries. The right to issue instructions is to be exercised with the diligence of a prudent businessman and with the commercial interests of the Party Entitled to Indemnification and its group entities being taken into account. The Party Entitled to Indemnification will co-operate with the Indemnifying Party at the latter's request to defend the Third-Party Claim or will ensure that its relevant group entities co-operate with the Indemnifying Party; in particular, it will

14.4.1 forward immediately and, as a rule, on the day of receipt any incoming mail and claims in connection with that Third-Party Claim,

14.4.2 work to ensure that its employees and board members will be available as witnesses,

14.4.3 grant the Indemnifying Party access to all necessary and expedient items of evidence and, without being requested to do so, point out which findings and evidence it considers as important,

14.4.4 take all reasonable measures to preserve evidence (such as data back-up, compliance with litigation holds, documentation of statements, etc.),

14.4.5 take all measures to defend the Third-Party Claims following instructions given by the Indemnifying Party, and

14.4.6 not take any procedural acts (in particular settlements, waivers, acknowledgements, confessions, withdrawals of claims, amendments to claims or counterclaims) without the prior consent of the Indemnifying Party.

14.5 The right to issue instructions is to be understood broadly and includes, in particular, all procedural acts (such as the preparation of pleadings, filing applications with the court or authorities, taking legal action or defence, filing or waiving legal remedies, concluding settlement or waiver agreements and making acknowledgements) as well as the selection of legal advisors and other consultants and experts.

14.6 If the Indemnifying Party does not declare to the Party Entitled to Indemnification within a period of time as set by the Party Entitled to Indemnification in accordance with Clause 14.3 sentence 2 that it will assume the defence of the Third-Party Claim or if it declares that it does not want to assume the defence of the Third-Party Claim, the defence of the Third-Party Claim will be at the discretion of the Party Entitled to Indemnification or its relevant group entity. The Party Entitled to Indemnification is not obliged in this case to inform the Indemnifying Party of any measures taken in order to defend the Third-Party Claim. At the request of the Party Entitled to Indemnification, the Indemnifying Party will co-operate with the Party Entitled to Indemnification or its relevant group entity when defending the Third-Party Claim. The Party Entitled to Indemnification will not fulfil or acknowledge the Third-Party Claim in whole or in part or agree on a settlement for it, in whole or in part, without previously informing the Indemnifying Party and will ensure that this obligation is also complied with by its group entities that may possibly be affected. The Indemnifying Party will be free to assume the defence of the Third-Party Claim at a later date. If that is the case, Clause 14.4 will apply from the date on which the declaration to the effect that it will assume such defence is received by the Party Entitled to Indemnification.

14.7 Insofar as the Party Entitled to Indemnification fails to fulfil its obligations to co-operate, the Indemnifying Party will only be liable due to the relevant Third-Party Claim to the extent that the liability would also be applicable if the Party Entitled to Indemnification had fulfilled its obligations to co-operate. The burden of proof in this respect lies with the Indemnifying Party.

14.8 The Indemnifying Party will bear the necessary costs and expenses of the Party Entitled to Indemnification and, if applicable, its relevant group entities incurred in connection with the defence of the Third-Party Claim. The Indemnifying Party will also bear its own costs and expenses.

14.9 Claims for indemnification under this Agreement are applicable with regard to

14.9.1 damage only for direct and indirect damage, not for lost profit (insofar as this is not part of a claim for damages asserted by a third party) or lost business opportunities; and

14.9.2 costs for external costs only.

14.10 Each Party may assert claims for indemnification under this Agreement only if and to the extent that

14.10.1 each individual claim exceeds an amount of €50,000; and

14.10.2 the total amount of all claims asserted exceeds an amount of €1,000,000.

The preceding sentence does not apply to indemnification claims under Clause 4.3 (Provision of collateral), Clause 5.2 (Listing), Section II (Taxes), Clause 25.3 (Insurance benefits).

14.11 If a Party or one of its group entities has claims against insurers or other third parties for insurance, compensation or other benefits with regard to damage, costs, expenses or other claims for which the other Party is obliged to provide indemnification under this Agreement, such claims are to be assigned to the Indemnifying Party or are to be asserted. In the event of them being asserted, any benefits received on the basis of such claims are to be passed on to the Indemnifying Party. The obligation to assign and pass on under this Clause 14.11 will be applicable only to the extent that the Indemnifying Party is actually obliged to provide indemnification under Clauses 14.9 and 14.10.

IV. Ongoing Relationships between the tk Group and the tk accelis Subgroup

15 Basis of the future legal relationship between tkAG and tk accelis Group

15.1 As a result of the Spin-off and the Listing, tk accelis Group will be an independent entity whose business will be managed by the executive board of tk accelis Group's general partner, tk accelis Management AG with its registered office in Essen, registered in the commercial register of the Local Court of Essen under HRB 36991 ("**tk accelis Management AG**"), under its own responsibility and whose group entities – the tk accelis Subgroup Entities – will be managed by it under its own responsibility.

15.2 The Parties agree that tkAG will exert a controlling influence within the meaning of IFRS 10 as adopted by the EU Commission and as amended from time to time over tk accelis Group, taking into account the provisions of this Agreement. After the Listing, tkAG will continue to exert a controlling influence within the meaning of IFRS 10 as adopted by the EU Commission and as amended from time to time over the parent entity of the tk accelis Subgroup and will include the tk accelis Subgroup in its consolidated financial statements. Both Parties agree that the single management of the group (*einheitliche Konzernleitung*) by tkAG in compliance with the provisions of sections 311 et seq. AktG on de facto groups (*faktischer Konzern*) is in the interests of both Parties and that the Parties will co-operate closely on this basis.

15.3 It is the mutual understanding and shared view of the Parties that the business relationships currently existing between the Parties and/or a tk Group Entity and/or a tk accelis Subgroup Entity are market standard and therefore comply with the arm's length principle. The Parties agree that future legal relationships must also be compatible with the arm's length principle and that this principle must be complied with when entering into new agreements. Regular reviews by the tax authority/authorities and any necessary adjustments resulting therefrom will remain unaffected in each case.

15.4 The Parties agree and will ensure that contractual relationships between tk Group Entities and tk accelis Subgroup Entities will, in future, be entered into in writing (section 126 BGB) or in electronic form (section 126a BGB), unless a stricter form is provided for by law. The Parties will continue to work to ensure that current contractual relationships established only verbally or in text form are confirmed in writing.

16 General co-operation duty

16.1 The Parties will take all necessary and appropriate steps to enable the implementation and completion of the Spin-off as well as the subsequent Listing of the limited partnership shares of tk accelis Group. Unless otherwise agreed, this will not create any obligations on the part of the Parties to make contributions or provide funds, transfer assets or provide collateral.

16.2 The Parties will, subject to the provisions of applicable law, always support each other in good faith in the fulfilment of legal obligations.

17 Group policies and policies of the tk accelis Subgroup

17.1 The Parties agree that tkAG's group policies listed in **Annex 17.1** hereto and other provisions applicable throughout the group (the "**Existing tk Group Policies**") will continue to apply with binding effect to tk accelis Group in the version applicable at the time this Agreement is concluded and will be implemented by tk accelis Group for the tk accelis Subgroup.

17.2 tk accelis Group will co-ordinate with tkAG, on the basis of mutual trust and in accordance with the provisions of this Clause 17, (i) for the purpose of adopting tkAG's newly issued or amended group policies or other provisions applicable throughout the group which tkAG intends to apply throughout the group ("**New tk Group Policies**" – after their implementation referred to as "**tk Group Policies**" together with the Existing tk Group Policies) and (ii) when deciding on issuing or adapting its own policies, irrespective of whether this affects issues of the itk Group Policies ("**tk accelis Policies**").

17.3 For the purposes of co-ordinating the tk Group Policies and the tk accelis Policies, the Parties will appoint tkAG's officer responsible for the relevant tk Group Policy and tk accelis

Policy ("**tk Contact**") and tk accelis Group's officer responsible for the relevant tk Group Policy and tk accelis Policy ("**tk accelis Contact**", together with the tk Contact the "**Contacts**") as the prime Contact of the respective other Party. There is no need to meet formal requirements for co-ordinating purposes. Each Party may exchange its own Contacts by notifying the other Party by e-mail.

17.4 The Parties agree as follows for decisions being taken on the adoption of New tk Group Policies or the issuance or adaption of tk accelis Policies:

17.4.1 tk accelis Group will take all of the aforementioned decisions at its own discretion.

17.4.2 With respect to the decisions referred to above, the tk Contact can give the tk accelis Contact a recommendation as to which decision he considers to be preferable from tk AG's perspective (the "**Recommended Decision Option**").

17.4.3 tk accelis Group will favourably consider the Recommended Decision Option and – if several legally permissible and equivalent decision options are available – it will select the Recommended Decision Option, unless it comes to the conclusion, when duly exercising its discretion, that the interests of tk accelis Group in another decision option are predominant as compared to the basically equivalent Recommended Decision Option and the group's interest in the Recommended Decision Option.

17.4.4 If tk accelis Group intends not to implement the Recommended Decision Option, it will inform the tk Contact thereof without undue delay and it will substantiate the reasons in line with Clause 17.4.3 – in text form if requested to do so by tkAG - why, from tk accelis Group's perspective, tk accelis Group's interest in another decision option is predominant as compared to the basically equivalent Recommended Decision Option and the group's interest in the Recommended Decision Option.

17.5 In the event that tkAG issues New tk Group Policies which tkAG intends to be implemented by tk accelis Group, the following co-ordination procedure will apply:

17.5.1 Insofar as tkAG prepares a New tk Group Policy, it will make available such draft to tk accelis Group as soon as the draft has reached a reasonable maturity. The final New tk Group Policy will be made available to the tk accelis Contact for review at least one (1) month prior to the date on which the tk Group Policy is to become effective at tk accelis Group.

17.5.2 As soon as tkAG has made available to tk accelis Group a reliable version of the draft of the New tk Group Policy, the tk Contact and the tk accelis Contact are intended to jointly review whether, to what extent and in what form the New tk Group Policy is to be implemented in the tk accelis Subgroup. If the tk Contact and the tk accelis Contact do not reach a common understanding on this matter despite reasonable efforts on both sides, the tk Contact is intended to suggest a Recommended Decision Option.

17.5.3 tk accelis Group will take the decision without undue delay after completion of the joint review by the Contacts, but in any case in a timely manner before the expiry of the deadline for the implementation of the New tk Group Policy. Clause 17.4 will apply to the implementation decision. Irrespective thereof, tk accelis Group will be obliged to implement New tk Group Policies to the extent this is necessary for tkAG to implement mandatory legal requirements or is useful for the implementation of the information claims on the part of tkAG as provided for in Clause 19, unless implementation would result in undue hardship for tk accelis Group or violate this

Agreement. Furthermore, tk accelis Group and tkAG will co-operate on the basis of mutual trust if tkAG issues New tk Group Policies the purpose of which is to implement the strategic realignment, which is still ongoing at the time this Agreement is signed, of the tk Group (ACES 2030).

17.5.4 If tk accelis Group decides to implement the New tk Group Policy, it will implement the latter by suitable means (such as own policies). Implementation should take place in due time before the deadline for the implementation of the New tk Group Policy or, if this is not reasonably practicable, as soon as possible afterwards.

17.6 tk accelis Group will decide at its own discretion on the introduction, amendment, adaption or replacement of tk accelis Policies. In this context, it will ensure that the tk accelis Policies comply with the law and the tk Group Policies (applicable to tk accelis Group). The tk Contacts and the tk accelis Contacts will co-operate, on the basis of mutual trust, to ensure that any future tk accelis Policies comply with these requirements.

18 Establishment of governance and management structures, and compliance audits, investigations and internal audits

18.1 tk accelis Group will establish appropriate and effective governance structures to ensure compliance with all requirements provided for by law or required to be met to comply with industry standards for which it is certified or which it has undertaken to comply with or with all other requirements associated with its business operations.

18.2 tk accelis Group undertakes to appropriately and effectively establish and maintain within the tk accelis Subgroup a compliance management system (the "**CMS**") in line with the legal requirements, an internal control system (the "**ICS**"), a non-financial internal control system (the "**nICS**"), and a risk early recognition and risk management system (the "**RMS**").

18.3 The requirements for the RMS and the ICS are provided for in the relevant documents "Group Regulation Risk and Internal Control," "Group Operating Instruction Risk Inventory," and "Group Operating Instruction *Internes Kontrollsystem*" (Group Operating Instruction Internal Control System). tkAG intends to issue new group policies for the ICS and RMS that will contain provisions concerning governance that are necessary to ensure consistent governance within the tk Group. The new group policies will not contain any provisions regarding operational use of tools by the tk accelis Subgroup itself. The new group policies are intended to replace the existing group policies referred to above. The tk accelis Subgroup intends to introduce its own systems. The tk accelis Subgroup is entitled to cease complying with tkAG's previous group policies and to introduce its own regulations if it adopts tkAG's new group policies with regard to RMS and ICS. Irrespective thereof, the tk accelis Subgroup will ensure that tkAG will be provided with any necessary data and information at the time, in the form, and to the extent required under the specifications of tkAG so that the latter can duly comply with its obligations concerning annual financial statements and other legal obligations as well as the information requirements concerning the deliberations of tkAG's bodies (see Annex 17.1).

18.4 The CMS must cover at least the topics referred to as core compliance topics:

18.4.1 anti-trust law,

18.4.2 anti-corruption,

18.4.3 data compliance,

18.4.4 anti-money laundering and counter-terrorist financing, and

18.4.5 foreign trade law.

For the compliance topics outlined above, the CMS is required to comply at least with the elements and requirements listed in **Annex 18.4**.

18.5 Furthermore, it is to be ensured that an appropriate and effective CMS is established and maintained at least for the following topics referred to as further compliance topics:

18.5.1 corporate governance,

18.5.2 capital markets law,

18.5.3 occupational safety and health,

18.5.4 use of external personnel,

18.5.5 equal treatment

18.5.6 IT and cybersecurity,

18.5.7 supplier compliance,

18.5.8 environment, energy & climate, and

18.5.9 Supply Chain Act (SCA).

The establishment and implementation are to be based on the elements and requirements listed in **Annex 18.4** to the extent applicable.

18.6 In the course of a regular relevance analysis, tk accelis Group is required to determine whether - for example, in light of current legal developments and/or strategic considerations - the core compliance topics listed in Clause 18.4 and the further compliance topics listed in Clause 18.5 need to be amended or extended. If tk accelis Group determines that such amendment or extension is necessary, it will implement corresponding amendments or extensions without undue delay.

18.7 Furthermore, tk accelis Group is obliged to establish and maintain an appropriate and effective tax compliance management system within the tk accelis Subgroup. This must meet at least the elements and requirements provided for by the Group Operation Instruction Tax Compliance Management System for spun-off segments (see Annex 17.1)

18.8 Compliance audits and investigations by tkAG

18.8.1 tkAG will be entitled to conduct compliance audits, from the governance perspective and at its own expense, at the tk accelis Subgroup if and to the extent that this is legally permissible pursuant to the local legal provisions applicable to the entity concerned of the tk accelis Subgroup, which may, for example, (i) have been approved as part of the annual risk-based audit planning by tkAG's executive board, (ii) comprise special audits the conduct of which was decided upon outside the audit plan in addition thereto, (iii) refer to compliance with laws and tk Group Policies or (iv) be intended to check the establishment and operation of the tk accelis Subgroup's governance structures and compliance management system ("**tk Compliance Audits**"). The tk Compliance Audits will be planned in co-ordination with the tk accelis Subgroup in order to prevent them from overlapping with the audits carried out by the tk accelis Subgroup itself (cf. Clause 18.9.1).

18.8.2 tkAG is also entitled to conduct ad hoc compliance investigations ("**tk Investigations**") within the tk accelis Subgroup, if and to the extent that this is legally permissible pursuant to the local legal provisions applicable to the entity concerned of the tk accelis Subgroup, and to recharge the necessary and reasonable costs for this to tk accelis Group upon completion of the investigation. The selection of any external consultants and lawyers will be made after informing the tk accelis Subgroup, provided that this does not jeopardize the purpose of the tk Investigations.

Conducting tk Investigations requires the existence of indications of potential compliance violations that (i) are relevant to the group in terms of reputation, or (ii) are relevant to the group in terms of potential damage, or (iii) are directed against current members of the executive board or against the legal & compliance function of the subgroup.

18.8.3 tk accelis Group will provide tkAG with all information necessary for the conduct of tk Compliance Audits and tk Investigations. tkAG may use its own employees and external consultants for the conduct of tk Compliance Audits and tk Investigations. If required – and provided that this is reasonable and there are no conflicting interests or legal reasons opposed thereto – employees of the tk accelis Subgroup, for example from the controlling, accounting & risk, compliance, legal or human resources units, may be involved by tkAG in the spirit of co-operation.

18.8.4 tkAG will prepare written reports on the results of the tk Compliance Audits and tk Investigations and make them available to the executive board and the supervisory board of tk accelis Management AG. The reports do not need to be made available if and as long as, in line with tkAG duly exercising its discretion, the reports being made available would jeopardize the purpose of the investigation. If significant deficiencies are identified in the course of tk Compliance Audits or tk Investigations, for example in the CMS, ICS, nICS, and/or RMS of the tk accelis Subgroup, tk accelis Group will immediately, and at the latest upon request by tkAG, take measures to remedy this. The Parties will co-ordinate in due time regarding the specific remedial measures to be taken by tk accelis Group to remedy the deficiencies. It is the Parties' mutual understanding that the remedial measures will be carried out by tk accelis Group and that tkAG will be appropriately and timely involved on an informational basis in the process. tk accelis Group will inform tkAG of the completion of the measures so that appropriate documentation can be prepared there.

18.9 Compliance audits and investigations of tk accelis Group

18.9.1 tk accelis Group is required to conduct its own compliance audits without specific reason at the tk accelis Subgroup, which may, for example, (i) have been approved by the executive board of tk accelis Group in the course of the annual risk-based audit planning, (ii) comprise special audits the conduct of which was decided upon outside the audit plan in addition thereto, (iii) refer to compliance with laws and tk accelis Policies, or (iv) be intended to check the establishment and operation of the governance structures and the compliance management system of the tk accelis Subgroup ("**tk accelis Compliance Audits**"). tkAG is to be provided with the annual risk-based audit plan and the plan for special audits decided upon in addition thereto in a timely manner and, concerning the tk accelis Compliance Audits covered by the audit plan, sufficiently in advance prior to the relevant audit cycle. If there are indications of possible violations of legal provisions, tk accelis Group must conduct ad hoc investigations ("**tk accelis Investigations**") within the tk accelis Subgroup.

18.9.2 If tk accelis Group obtains information already when conducting tk accelis Compliance Audits or tk accelis Investigations which indicate this being relevant to the group, the relevant responsible function of tkAG is to be informed thereof without undue delay (ad hoc) and is to be involved. This applies at least if there are indications of potential or confirmed compliance violations that (i) are relevant to the group in terms of reputation, or (ii) are relevant to the group in terms of potential damage, or (iii) are directed against current members of the executive board or against the legal & compliance function of the subgroup.

18.9.3 Upon completion of (i) any tk accelis Compliance Audit or (ii) any tk accelis Investigations that are relevant to the group, tk accelis Group will provide tkAG without undue delay with written reports on the results, unless tkAG has conducted the investigation itself. Relevance to the group is deemed to exist in particular if violations have been proven that (i) are relevant to the group in terms of reputation, or (ii) are relevant to the group in terms of potential damage, or (iii) are directed against current members of the executive board or against the legal & compliance function of the subgroup.

18.10 Furthermore, tk accelis Group is obliged to establish and maintain an appropriate and effective internal auditing within the tk accelis Subgroup. tk accelis Group's internal auditing constitutes the third line in the integrated governance, risk and compliance model.

18.11 Internal Audit of tkAG

18.11.1 In order to fulfil its audit responsibilities applicable within the entire group, tkAG is entitled to conduct investigations and audits at the tk accelis Subgroup at its own expense, which may, for example, (i) have been approved by the executive board of tkAG in the course of the annual risk-based audit planning, (ii) comprise special audits the conduct of which was decided upon outside the audit plan in addition thereto, (iii) refer to compliance with laws and tk Group Policies, (iv) be intended to check the establishment, operation, processes and efficiency of the governance structures and the CMS, ICS, nICS and RMS, or (v) be intended to check other issues of the tk accelis Subgroup which are relevant to audits ("**tk Audits**"), if and to the extent that this is legally permissible pursuant to the local legal provisions applicable to the entity concerned of the tk accelis Subgroup. Other issues relevant to the audit may include, for example, an assessment of whether

(i) audited units and/or processes are proper, secure, and/or appropriate;

(ii) the risks relating to the strategic objectives of the tk Group or its units being achieved are appropriately identified and managed;

(iii) the activities of senior employees, management, employees, and service providers of tk accelis Group are in line with the policies and procedures of tkAG and its units and the applicable laws, regulations and governance standards;

(iv) the results of activities and programs are in line with the specified goals and objectives; and

(v) established processes and systems are suitable for policies, procedures, laws and regulations being complied with that could have a significant impact on the tk Group and its units.

18.11.2 tk accelis Group must provide tkAG with all information necessary for conducting tk Audits. tkAG may engage its own employees as well as external consultants for the conduct of tk Audits. tk accelis Group will support tkAG in the tk Audits (including the participation of employees of the tk accelis Subgroup, to the extent that this is necessary due to their specific expertise), provided that there are no conflicting interests or legal reasons opposed thereto. tkAG will prepare written reports on the results of the tk Audits and make them available to the executive board and the supervisory board of tk accelis Management AG and to AC/AUD. The reports do not need to be made available if and as long as, in line with tkAG duly exercising its discretion, the disclosure of the reports would jeopardize the purpose of the investigation. If significant deficiencies are identified in the course of tk Audits, for example, in the CMS, ICS, nICS, and/or RMS of the tk accelis Subgroup, tk accelis Group will take appropriate remedial measures immediately, at the latest, however, upon request by tkAG. The Parties will coordinate in a timely manner regarding the specific remedial measures to be taken by tk accelis Group to remedy the deficiencies. It is the mutual understanding of the Parties that the remedial measures will be carried out by tk accelis Group and that tkAG will be appropriately and timely involved on an informational basis in the process.

18.12 Internal Audit by tk accelis Group

18.12.1 tk accelis Group is required to conduct its own investigations and audits without specific reason at the tk accelis Subgroup ("**tk accelis Audits**"), which may, for example, (i) have been approved by the executive board of tk accelis Group in the course of the annual risk-based audit planning, (ii) comprise special audits the conduct of which was decided upon outside the audit plan in addition thereto, (iii) refer to compliance with laws and tk accelis Policies, (iv) be intended to check the establishment, operation, processes and efficiency of the governance structures and the CMS, ICS, nICS and RMS, or (v) be intended to check other issues of the tk accelis Subgroup which are relevant to audits - as described above under Clause 18.11.1. tkAG is to be provided with the annual risk-based audit plan and the plan for additional special audits decided upon in addition thereto in a timely manner and, concerning the tk accelis Audits covered by the audit plan, sufficiently in advance prior to the relevant audit cycle. Furthermore, it is required, if there are indications of possible violations of legal provisions relevant to the audit, that tk accelis Group conduct ad hoc tk accelis Audits at the tk accelis Subgroup.

18.12.2 If tk accelis Group obtains information already when conducting tk accelis Audits which indicate this being relevant to the group, the relevant responsible function of tkAG is to be informed thereof without undue delay (ad hoc) and is to be involved. This applies at least if there are indications of potential or confirmed violations that are relevant to the group (i) in terms of reputation or (ii) in terms of potential damage, or (iii) are directed against current members of the executive board or against the internal audit function of the subgroup.

18.12.3 Upon completion of tk accelis Audits that are relevant to the group, tk accelis Group will provide tkAG without undue delay with written reports on the results. Relevance to the group may be brought about by the subject matter of the tk accelis Audit and the results of the tk accelis Audit. With regard to the results of the tk accelis Audit, relevance to the group is applicable in particular in the case of results that (i) are classified by tk accelis in the "red" category (referred to as "Red Reports"), (ii) are classified as fraud risks by the auditor, (iii) have a material impact on the next quarterly financial report, (iv) may lead to significant adjustments to operational planning or forecasts, or (v) indicate deficiencies in the internal control system that may lead to material changes or corrections to previous annual financial statements. Relevance to the group can be brought about by an individual tk accelis Audit or by the interaction with other audits - including those of other entities within tkAG Group. Moreover, tkAG may request on a random sampling basis that further reports on tk accelis Audits be submitted.

18.12.4 When conducting tk accelis Audits, tk accelis Group is required to comply with the version applicable at such time of the Global Internal Audit Standards (GIAS) of the Institute of Internal Auditors.

18.13 The above Clauses 18.1 to 18.12 will not apply if this conflicts with provisions of mandatory law.

19 Provision of information

19.1 tk accelis Group will comply with the schedule set by tkAG and will provide tkAG, on a monthly basis in accordance with the Overall tk Group's internal guidelines, with any complete, precise and consistent information as is required by tkAG in order to

19.1.1 prepare the consolidated financial statements, the group management reports and the separate non-financial group reports (or sustainability report), including any and all interim financial statements, reports and notifications;

19.1.2 comply with applicable laws (including the laws of foreign jurisdictions in which the Overall tk Group operates or is subject to disclosure and/or reporting obligations), or

19.1.3 perform group audits (including of additional group-specific information which goes beyond the requirements provided for by law), audits of financial statements or consolidated financial statements or reviews by auditors and/or group auditors of tkAG or any of its group entities.

According to section 294 para. 3 of the German Commercial Code (*Handelsgesetzbuch – HGB*), tk accelis Group will also provide tkAG with all annual financial statements, consolidated financial statements, group management reports, separate non-financial group reports and, if an audit of financial statements has been performed, the auditor's reports and all interim financial statements. In particular, tk accelis Group will comply with the schedule submitted by tkAG regarding the financial statements and will furnish tkAG with all clarifications and evidence required for the preparation of the consolidated financial statements, the group management report and the separate non-financial group report (or sustainability report) and will provide tkAG with complete, precise and consistent information necessary for tkAG to fulfil all its accounting and/or disclosure and/or group audit obligations in due time. In addition, tk accelis Group will provide tkAG with such complete, precise and consistent information as tkAG requires to be able to comply with corresponding requests for information from its auditors or from authorities.

19.2 tk accelis Group will provide tkAG in due time with complete, precise and consistent information to ensure that tkAG can fulfil its group-wide reporting obligations (e.g. corporate planning, budget planning, forecasts)

19.2.1 on the part of tkAG's corporate group functions to the executive and supervisory boards of tkAG and the supervisory board's committees, or

19.2.2 on the part of tkAG's executive board to tkAG's supervisory board and its committees.

19.3 To the extent tkAG requires additional information on the business development or financial affairs of the tk accelis Subgroup Entities as part of the full consolidation of tk accelis Group, tk accelis Group will make such information and Documents available and will grant access to the auditors of all tk accelis Subgroup Entities.

19.4 tk accelis Group will inform tkAG in summarised form of all legal and compliance risks of tk accelis Group and its consolidated subsidiaries that are associated with an expected risk of at least €250,000 (including cluster risks) or attract corresponding public attention

19.4.1 quarterly, at the end of the week following each quarter, and

19.4.2 without undue delay if a new risk is identified the disclosure of which to tkAG cannot reasonably be delayed, such as legal proceedings, searches conducted by authorities or indications of irregularities which are relevant to the group in view of the expected risk (currently €10 million) or the public attention they are expected to attract. This moreover includes indications of potential compliance violations that (i) are relevant to the group in terms of reputation, or (ii) are relevant to the group in terms of potential damage, or (iii) are directed against current members of the executive board or against a legal & compliance function of the subgroup.

In excess of a risk of €10 million, information is provided in detailed form for each risk..

19.5 tk accelis Group will continue to provide tkAG in a timely manner with complete and precise information (including key performance indicators, evidence and explanations) for the Overall tk Group's internal and external reporting in the fields of CMS, ICS, nICS or RMS in line with the requirements and definitions of tkAG (including with respect to the topics of sustainability reporting that were identified in the course of the annual materiality assessment for tkAG's reporting).

tk accelis is required to enable, and to make a reasonable contribution to, a potential review of information (including key performance indicators, evidence and explanations) by tkAG and tkAG's auditor in the course of quarterly and annual reporting.

19.6 Upon tkAG's request, tk accelis Group will provide tkAG with further information (including key performance indicators, evidence and explanations) such as (but not limited to) information relating to the business, financial affairs, internal policies and organisational structures of tk accelis Group, audit work, reports and prospectuses which tkAG requires in order

19.6.1 to be able to appropriately exercise its ownership rights in tk accelis Group and to be able to appropriately value and use its investment in tk accelis Group or to enable tkAG's executive board and supervisory board to ensure compliance with their organisational and supervisory duties, in particular with regard to tkAG's articles of association (*Satzung*) and rules of procedure (*Geschäftsordnung*);

19.6.2 to fulfil its notification and capital markets obligations (e.g. shareholding notifications, ad hoc announcements, securities notifications and notifications to governmental bodies or the public);

19.6.3 to ensure compliance with the group-wide risk capture, auditing and compliance systems and the restrictions provided for by law or the articles of association on acquiring or using tkAG's treasury shares;

19.6.4 to comply with its duties to provide information in connection with (re)financing measures and programmes (e.g. extensive disclosure obligations towards banks/debtors);

19.6.5 to support its strategic and (re)financing planning;

19.6.6 to prepare its forecast, to examine possible adjustments in advance and to explain the forecast and possible adjustments and explain that a forecast has been met in a reporting period, and to prepare this;

19.6.7 to prepare its report on income tax (public country-by-country report);

19.6.8 to fulfil its duties to provide information under a financing facility that is binding on tkAG;

19.6.9 to answer press enquiries;

19.6.10 to request the preparation of ratings;

19.6.11 to prepare capital markets events (such as in particular the general meeting);

19.6.12 in order to check whether the tk Group Policies intended to be applicable to the tk accelis Subgroup Entity have been complied with; or

19.6.13 to pursue other legitimate purposes. Legitimate purposes within the meaning of this Clause 19.6.13 exclusively are purposes that are required and appropriate, pursuant to a reasonable commercial assessment, to fulfil legal, regulatory, stock exchange, capital markets, accounting, tax, auditing, supervisory, compliance, governance, risk, reporting or disclosure obligations of tkAG or a group entity, to safeguard legitimate interests of tkAG as shareholder of tk accelis Group with concrete group or investment connection or to avert, assert or comply with legal claims or duties concerning tk accelis Group. tk accelis Group is not required to comply with the claim for information if this leads to unreasonable burden or disadvantages for tk accelis Group, in particular a right of minority shareholders to request information previously provided outside the general meeting, violations of legal provisions or an impermissible disclosure of Inside Information, unless tkAG compensates for such disadvantages.

This may include making information available in a data room and consenting to the disclosure of such information to third parties to the extent necessary to achieve the objectives set out in this Clause 19.6 and provided that appropriate precautions – such as using a “red data room” (which is only available to selected individuals at a late stage of the relevant process) and “clean team” arrangements – are taken to protect commercially sensitive business information of the tk accelis Subgroup and to comply with legal requirements. Clause 27 applies. This Clause 19.6 does not apply if disclosure of information conflicts with tk accelis Group’s best interests unless the measure is in the interests of tkAG’s group and any disadvantages suffered by tk accelis Group are compensated by tkAG in accordance with section 311 AktG.

19.7 Where tk accelis Group is obliged to provide “complete” information in accordance with the above Clauses, this means that tk accelis Group will provide all information that is required in the tk Group’s interests and can be obtained by tk accelis Group with reasonable effort.

19.8 tkAG will give reasonable notice of any information requests under this Clause 19, provided that the nature of such request or the related interests of the tk Group so permit.

19.9 The duties to provide information set out in this Clause 19 will have to be met in each case in accordance with the contents, timing, deadlines and formats specified by tkAG and, if applicable, in the relevant IT systems of tkAG or, following agreement with tkAG, in any case in a form that is compatible with tkAG's relevant IT systems. They include cross-business as well as business-specific information and required information that has not been specified uniformly throughout the group. In particular, tkAG may also schedule appointments with key function owners of the tk accelis Subgroup on a regular or on an ad hoc basis, in order to exchange information on the matters specified in this Clause 19. The same will apply to support from function owners at tkAG's capital market events, such as its annual general meeting or Capital Markets Day. The exchange between tkAG and tk accelis Group and the modalities determined will include at the time this Agreement takes effect, first and foremost, the touchpoints specified in **Annex 19.9** hereto ("**Touchpoints**").

19.10 The above Clauses 19.1 to 19.9 will not apply if this conflicts with provisions of mandatory law.

20 Co-operation in legal proceedings against third parties

20.1 In the event that court, arbitration, official or other proceedings involving any tk accelis Subgroup Entity are initiated which might have significant negative effects on the tk Group, such as fines or any liability of its own or joint and several liability ("**Proceedings Relevant to tk**"), tk accelis Group will inform tkAG thereof without undue delay and will make available to it all information relating to the Proceedings Relevant to tk upon being requested to do so. In the case of official proceedings which have a compliance background and are Proceedings Relevant to tk, the co-ordination will be made centrally by tkAG and tk accelis Group will co-operate constructively with tkAG and will support tkAG.

20.2 tk accelis Group undertakes that no tk accelis Subgroup Entity will take any measures without tkAG's consent in relation to Proceedings Relevant to tk which might have negative effects on tkAG or any tk Group Entity (this applies, e.g., to admitting and waiving claims or concluding settlement agreements, leniency applications or other notifications to the German Federal Cartel Office (*Bundeskartellamt*) or the European Commission). tkAG may only refuse to consent to any such measures if it undertakes to compensate for any disadvantages within the meaning of section 311 AktG that result from the waiver of the relevant measure vis-à-vis the tk accelis Subgroup Entity or tk accelis Subgroup Entities affected.

20.3 Upon tkAG's request, tk accelis Group will ensure that the tk accelis Subgroup Entities affected will take certain procedural actions in the proceedings, such as filing notifications of defence, lodging appeals or concluding a settlement, provided that tkAG has a legitimate interest in such procedural actions being taken. In such case, tkAG will bear the costs associated with such procedural action and will compensate for any disadvantages within the meaning of section 311 AktG that might be additionally incurred by any tk accelis Subgroup Entities.

20.4 The above Clauses 20.1 to 20.3 will not apply if this conflicts with provisions of mandatory law.

21 Capital markets obligations, ad hoc announcements, general and crisis communication

21.1 In due time prior to the Listing, tk accelis Group will establish an ad hoc committee which, in relation to tk accelis Group or any of its group entities, will be in charge of, among other things,

21.1.1 the specification and processing of Inside Information according to Articles 7 and 17 of the Market Abuse Regulation (Regulation 2014/596/EU of the European Parliament and of the Council of 16 April 2014 on market abuse – "**MAR**") or other applicable laws ("**Inside Information**");

21.1.2 the decision as to whether such Inside Information should be published;

21.1.3 the decision as to whether it is practicable and appropriate to defer publication and, if so, the decision on the duration of such a deferral

(hereinafter the "**tk accelis Group Ad hoc Committee**").

The tk accelis Group Ad hoc Committee is to be organised in such a way as to ensure that Inside Information relating to tk accelis Group or any other tk accelis Subgroup Entity will be brought to the attention of the tk accelis Group Ad hoc Committee without undue delay.

21.2 tk accelis Group will decide on the composition of the tk accelis Group Ad hoc Committee on its own responsibility. It must ensure that all applicable laws and relevant requirements of supervisory authorities will be complied with when appointing the members of the tk accelis Group Ad hoc Committee.

21.3 The Parties acknowledge that it is their mutual interest to co-ordinate the disclosure of (potential) Inside Information relating to tk accelis Group or other tk accelis Subgroup Entities, regardless of whether such information arises at the level of tkAG (or any of its group entities) or at the level of tk accelis Group (or any other tk accelis Subgroup Entity), in each case subject to the provisions of this Clause 21. Accordingly, the Parties will share potentially insider-relevant information (Article 7 MAR) with the other Party as soon as possible, co-ordinating how to further proceed. In the case of protracted processes/processes with an unclear outcome (such as M&A transactions, financial figures or forecasts) the Party affected must inform the other Party of any such process as soon as it first considers that the latter might be relevant in terms of qualifying as Inside Information; this will even apply if the Party affected (initially) rejects the possibility of such process being relevant in terms of qualifying as Inside Information. Neither Party will be under a duty to provide information if there are legal requirements to the contrary or if the relevant information clearly does not qualify as Inside Information to be published with respect to the other Party (for example, because it does not directly or indirectly relate to the other Party or because it is not relevant to the other Party's share price).

21.4 Each Party will decide at its sole discretion whether an announcement will be published, whether it is practicable and appropriate to defer publication and whether a relevant announcement will be made; however, the Parties will inform each other in due time, to the extent legally possible, on the discussion and the likely decisions of the respective other Party. If the information in question is relevant to the share price of both Parties, the Parties will, to the extent legally possible in the individual case and provided that there are no cogent reasons relating to the company's best interests, reach a joint decision as to whether the relevant information should be published in an ad hoc announcement or whether it should be resolved to defer publication. The Parties will harmonise the wording of ad hoc announcements on Inside Information relating to both Parties as far as possible and to the extent legally permissible.

21.5 For the purposes of co-ordination in accordance with Clause 21.3 and Clause 21.4 above, tkAG and tk accelis Group will each designate key contacts, who will be responsible for receiving and forwarding the relevant information (the "**tkAG Ad hoc Contact**" and the "**tk accelis Group Ad hoc Contact**", collectively referred to as the "**Ad hoc Contacts**"). There is no need to meet formal requirements for co-ordination purposes. The Ad hoc Contacts responsible at the time this Agreement is concluded are listed in **Annex 21.5** hereto. Each Party may exchange its own Ad hoc Contacts by notifying the other Party by e-mail.

21.6 Press releases and other public announcements of the tk Group which might have a material impact on tk accelis Group or other tk accelis Subgroup Entities as well as press releases and other public announcements of the tk accelis Subgroup which might have a material impact on the tk Group must also be co-ordinated between the Parties as soon as possible, but in any case prior to being disclosed or released. The same is applicable to non-public talks with and information provided to media representatives, such as background talks. For this purpose, tkAG and tk accelis Group will each designate key contacts, who will be responsible for receiving and forwarding the relevant information (the "**tkAG Press Contact**" and the "**tk accelis Group Press Contact**", collectively referred to as the "**Press Contacts**"). There is no need to meet formal requirements for co-ordination purposes. The Press Contacts responsible at the time this Agreement is concluded are listed in **Annex 21.6** hereto. Each Party may exchange its own Press Contacts by notifying the other Party by e-mail.

21.7 In crisis situations or in the event of individual critical incidents at the tk accelis Subgroup, tk accelis Group will, to the extent permitted by law, inform tkAG without undue delay in order to develop a joint crisis communication strategy. In crisis situations or in the event of individual critical situations at tkAG, tkAG will have corresponding obligations towards tk accelis Group if the crisis situation at tkAG could have a significant impact on the business operations of the tk accelis Subgroup. Individual critical situations may be due to, for example, accidents resulting in serious damage, injury or death, plant closures, mass redundancies, severe environmental events or serious compliance violations.

22 Documents and data

22.1 Transfer of Documents; migration of data

22.1.1 Each Party will transfer to the other Party – subject to Clause 22.1.3 and notwithstanding the right to make and retain copies to the extent permitted by law – all documents such as deeds, records in physical or electronic form and other information in physical or electronic form ("**Documents**") that were generated prior to the Spin-off taking effect ("**Historical Documents**"), provided that they are exclusively attributable to the (sub)group of the respective other Party. The preceding sentence will apply *mutatis mutandis* to data, subject to the proviso that the obligation to migrate data generated prior to the Spin-off taking effect ("**Historical Data**") will apply instead of the obligation to transfer Documents. Generally, the provisions of this Clause 22 will be implemented by the Parties through the entities of their respective (sub)groups directly contacting each other.

22.1.2 In general, Historical Documents will be transferred, and Historical Data will be migrated, by the date the Spin-off takes effect. With respect to Documents and data generated after the Spin-off has taken effect, but before the Listing has been completed, the provisions of this Clause 22.1 will apply subject to the proviso that the relevant date will be the completion of the Listing instead of the Spin-off taking effect.

22.1.3 There is no obligation to transfer Documents or migrate data pursuant to Clause 22.1 if and as long as the Parties or the entities of both (sub)groups provide for the transitional joint continued use of joint archives containing Historical Documents or systems containing Historical Data or if one Party agrees to retain, or provides the service of maintaining, the Historical Documents or Historical Data.

22.2 Inspection of Documents, access to data; retention periods

22.2.1 Upon request and in return for reimbursement of the costs incurred, each Party will allow the other Party – during normal office hours and with reasonable advance notice, within the scope of the general statutory and regulatory requirements, for example under competition and antitrust law as well as data protection law – to inspect Historical Documents kept by it and to access Historical Data retained by it and will permit the production of copies thereof, provided that a legitimate interest is demonstrated.

22.2.2 A legitimate interest of the respective other Party within the meaning of this Clause 22.2 will always be deemed to exist if the Documents to be inspected are retained by the retaining Party in accordance with Clause 22.1.3 (at least also) on behalf of the respective other Party and otherwise in any case if the relevant Documents are required to assert transferred rights or to fulfil transferred obligations or to comply with substantive legal or officially imposed reporting and information obligations or for registration procedures (e.g. merger control) or other official, judicial or arbitration proceedings (with the exception of judicial or arbitration proceedings against the Party which is to allow inspection of Documents or access to data).

22.2.3 On the basis of a legitimate interest, either Party may request the other Party in writing that entities of the other Party responsible for the business unit retain Documents and data even after the retention periods provided for by law have expired. It will then bear the costs for the continued retention, unless the retaining entity also has its own legitimate interest in the continued retention. This will not apply to Documents and data which must be destroyed after expiry of the retention periods provided for by law due to data protection requirements.

22.2.4 The above Clauses 22.2.1 to 22.2.3 will not apply if this conflicts with provisions of mandatory law.

23 Financing and financial risk management

23.1 To the extent tk accelis Group is planning on-balance (re)financing measures within the tk accelis Subgroup with a core bank with a loan amount of more than €100 million and this could simultaneously have an impact on the tk Group's (re)financing measures, it will consult with tkAG at such an early stage before implementing the measure that tkAG can appropriately assess the measure and the Parties can discuss the matter. Consultation will take place through the heads of finance of both Parties. After consultation between the Parties, tk accelis Group will decide on the implementation of the measure at its sole discretion.

23.2 tk accelis Group will ensure that the tk accelis Subgroup Entities comply with the following principles:

23.2.1 Financial risks and credit risks are to be compensated in the course of the risk management by means of a risk portfolio, are to be passed on to third parties or limited (principle of risk aversion).

23.2.2 The use of derivatives for purposes other than the hedging of hedged items in the context of the business activities or the liquidity and finance management is to be considered as speculation and is strictly prohibited.

23.2.3 The tk accelis Subgroup Entities are responsible for complying with local regulations and laws in the context of the regulation of derivatives.

24 Corporate social responsibility

tkAG and tk accelis Group will determine and co-ordinate qualitative and quantitative data as well as key performance indicators for achieving non-financial targets ("**CSR KPIs**") for the purposes of preparing the consolidated non-financial statement in accordance with the Corporate Social Responsibility Directive ("**CSRD**") and the European Sustainability Reporting Standards (ESRS) or other legal sustainability reporting duties. tk accelis Group will provide tkAG with the values achieved for its CSR KPIs in good time through the IT systems as specified by tkAG so that tkAG can take them into account in its reporting.

25 Insurance benefits

25.1 At the time this Agreement is signed, tk accelis Group and the entities of the tk accelis Subgroup, including its representatives and employees, will be insured under the global insurance schemes of tkAG. It is intended that tkAG's insurance policies applicable to tk accelis Group and the entities of the tk accelis Subgroup will be separated with effect from the 2026/2027 financial year and will be transferred to the tk accelis Subgroup. As long as tk accelis Group or entities of the tk accelis Subgroup continue being covered by the global insurance schemes of tkAG, the following will apply: tk accelis Group and the tk accelis Subgroup Entities will settle any outstanding payment obligations under the global insurance schemes as from the Spin-off taking effect, as well as any payment obligations arising subsequently to which they are subject, and will continue to pay any excess (*Selbstbehalt*) under these global insurance schemes. If any insurer(s) were to make payments that include any amounts to be paid by the insured as an excess, tk accelis Group will ensure that the relevant tk accelis Subgroup Entity will reimburse any such amounts to such insurer(s) at the time of invoicing. tk accelis Group undertakes to agree to any changes to the applicable insurance and insurance-related risk management policies for as long as tk accelis Group and its tk accelis Subgroup Entities, including their representatives and employees, are insured under the global insurance schemes of tkAG.

25.2 To the extent that an insured loss occurs at any Party or any of its group entities as a result of a circumstance occurring or becoming known after the Spin-off taking effect ("**Injured Entity**") and the respective other Party or any of its group entities is entitled to an insurance benefit in respect of such loss ("**Insured Entity**"), the Parties will ensure that the insurance benefit economically accrues to the Injured Entity. Any excess agreed will be borne by the Injured Entity.

25.3 The Parties will support each other, to the extent necessary and legally permissible, in asserting the insurance claim against the insurer and will provide each other with the necessary information and documents. Any necessary costs and expenses incurred in asserting the insurance claim will be borne by the Party to whose group the Injured Entity belongs, and the latter Party will indemnify the Insured Entity to this extent in accordance with Clause 14.9. To the extent necessary, the Parties will ensure appropriate compensation within their groups.

25.4 The Parties are obliged to ensure that

25.4.1 the Insured Entity pays to the Injured Entity any insurance benefits it has received for the Injured Entity's insured event in question; and

25.4.2 the Injured Entity assigns to the Insured Entity any claims for payment or other compensation it may have against third parties in connection with the occurrence of the insured event.

25.4.3 The above Clauses 25.4.1 and 25.4.2 are applicable subject to possible deviating agreements made between the Injured Entity, the Insured Entity and the financing banks. The Parties undertake to seek to implement corresponding deviating agreements.

26 Cyber and information security

26.1 Following the Spin-off, the tk accelis Subgroup will remain connected to the current systems and platforms that are centrally operated and made available by tkAG to ensure cyber and information security within the tk group (the "**Cyber and Information Security Solutions**") until (i) the tk accelis Subgroup has demonstrably withdrawn from all IT connections with tkAG or (ii) tkAG decides that it will no longer centrally operate and make available the Cyber and Information Security Solutions. The Cyber and Information Security Solutions include, in particular, systems and platforms for the collection, analysis and evaluation of security-relevant data, databases for the management of security-relevant assets, contacts and roles, as well as programmes for the detection, monitoring and diagnosis of vulnerabilities in the IT systems.

26.2 The Parties will enter into a service agreement on the basis of which tkAG will provide the Cyber and Information Security Solutions to the tk accelis Subgroup under arm's length conditions.

26.3 tk accelis Group is obliged to take appropriate and required measures and to support tkAG with respect to such measures in order to ensure the proper functioning of the Cyber and Information Security Solutions operated and made available by tkAG. This includes, in particular, the following measures:

26.3.1 Maintaining the functionality of the hardware, network and software components required for the operation of the Cyber and Information Security Solutions,

26.3.2 making available and maintaining the necessary systems,

26.3.3 participation in precautionary measures, such as investigations not based on suspicion or responding to self-disclosure requests,

26.3.4 carrying out regular operating system and security updates,

26.3.5 ensuring Wi-Fi and internet connections, and

26.3.6 properly managing the relevant firewall configurations.

26.4 tk accelis Group will inform tkAG in due time of any previously planned maintenance work or operational changes that may affect the Cyber and Information Security Solutions provided by tkAG.

26.5 tk accelis Group participates in consultations relevant to projects, services or compliance with tkAG concerning cyber and information security and, in this context, co-operates with tkAG via suitable communication and collaboration platforms.

26.6 tk accelis Group participates in consultations concerning the content of policies and requirements relevant throughout the entire group and the implementation of security-related activities in view of cyber and information security.

26.7 tk accelis Group will provide tkAG with the information, data, access, documents, files or other items, and will participate in consultations and meetings, that are necessary

26.7.1 to ensure group-wide cyber and information security on the part of tkAG,

26.7.2 for tk accelis Group to be provided with the Cyber and Information Security Solutions by tkAG, and

26.7.3 to take all necessary measures without undue delay in the event of a security incident or suspected incident in order to ensure or restore group-wide cyber and information security.

The information obligations referred to above also refer to the Cyber and Information Security Solutions that tk accelis Group operates at present already or will operate independently in the future.

This will be provided exclusively in compliance with applicable legal, data protection, employment law and regulatory requirements.

Administrator or privileged access will only be granted insofar as (i) this is necessary and appropriate, (ii) suitable protective measures, documentation, regular reviews and responsibilities have been agreed, and (iii) such access is granted in the form and in accordance with the applicable processes of tk accelis Group.

26.8 For the purposes of consultations in line with this Clause 26, tkAG and tk accelis Group will each designate key contacts who will be responsible for receiving and forwarding the relevant information (the "**tkAG Cyber and Information Security Contact(s)**" and the **"tk accelis Group Cyber and Information Security Contact(s)**", jointly the **"Cyber and Information Security Contacts**"). Consultations may be conducted informally. The Cyber and Information Security Contacts responsible at the time this Agreement is signed are listed in **<u>Annex 26.8</u>.** Each of the Parties may change its own Cyber and Information Security Contact by means of an e-mail sent to the other Party.

26.9 In the event that tkAG intends to introduce new Cyber and Information Security Solutions that are to be implemented or used by tk accelis Group ("**New Cyber and Information Security Solutions**"), the Parties will consult with each another on the basis of mutual trust regarding the implementation or use of the New Cyber and Information Security Solutions. The process for implementing new tk Group Policies in line with Clause 17.5 will be applicable *mutatis mutandis* to such consultation, subject to the following proviso: In the interests of uniform security standards with regard to cyber and information security, tk accelis Group will also be obliged to implement New Cyber and Information Security Solutions – as far as possible – if they (i) address new threats or risks with regard to cyber and information security or (ii) have the purpose of aligning tk Group's level of cyber and information security with the current state of the art. tk accelis Group is entitled to use alternative Cyber and Information Security Solutions if they are equally suitable for addressing the new threats or risks with regard to cyber and information security or for ensuring that tk Group's level of cyber and information security will be aligned with the current state of the art, unless the use of uniform Cyber and Information Security Solutions is strictly required to ensure cyber and information security within tk Group. Insofar as tk accelis Group implements or uses New Cyber and Information Security Solutions, the obligations set out in this Clause **26** will be applicable to them accordingly.

26.10 tk accelis Group's duties of information, of provision and participation under this Clause 26 are to be fulfilled in line with the content, dates, deadlines and formats as specified by tkAG and, where relevant, within tkAG's relevant IT systems or, with tkAG's consent, in any case in a manner compatible with the relevant IT systems of tkAG.

26.11 The disconnection or restriction of IT connections between tkAG and tk accelis Group is only permissible insofar as there is a specific, significant and imminent risk to tkAG's cyber and information security. This will not apply if tk accelis Group demonstrates that this risk can be averted by means of less severe, appropriate measures.

26.11.1 The measure is to be limited to the relevant systems, services or connections and may only be maintained as long as this is necessary to avert the specific risk.

26.11.2 Prior to disconnecting essential IT connections, the relevant contacts of both Parties and the management on both sides are to be consulted. The Parties will agree on measures as to critical business processes being maintained and on the conditions, responsibilities and deadlines for reconnection. This Clause 26.11.2 will not apply insofar as this is excluded due to statutory or contractual provisions.

27 Confidentiality

27.1 Confidential Information under this Agreement will include any information which is available to a Party or its group entities via the other Party, its group entities or its (sub)group due to their existing joint Overall tk Group affiliation or is made available later due to information rights under this Agreement, regardless of whether it concerns tkAG, tk accelis Group, their group entities, the respective (sub)groups or third parties and regardless of whether and how it is stored ("**Confidential Information**").

27.2 Any information

27.2.1 which already was public knowledge or has become public knowledge unless this results from a breach of an obligation of confidentiality under this Agreement;

27.2.2 to which a Party or any of its group entities already has or had legitimate access through a third party without any restriction regarding its use or disclosure; or

27.2.3 which was developed by a Party or any of its group entities independently without reference to any Confidential Information after this Agreement had been concluded

will not constitute Confidential Information.

27.3 Each Party is obliged to the other Party

27.3.1 to treat the Confidential Information as confidential at all times and not to disclose any Confidential Information to third parties without the other Party's prior written consent;

27.3.2 to prevent unauthorised disclosure of, and access by unauthorised third parties to, Confidential Information;

27.3.3 to take all necessary measures to avoid violation of the provisions of the General Data Protection Regulation and the German Federal Data Protection Act (*Bundesdatenschutzgesetz – BDSG*);

27.3.4 to notify the other Party without undue delay if it comes to its attention that Confidential Information has been disclosed to a third party without authorisation.

27.4 If a Party or any of its group entities is required by law, a legal provision, a stock exchange regulation or other governmental regulation or order to disclose Confidential Information, or if it is requested by authorities in a manner that is not manifestly unlawful to disclose Confidential Information, the Party or the relevant obligated group entity, as the case may be, may disclose Confidential Information to such extent to the authorised persons.

27.5 Each Party will ensure that its group entities comply with the provisions of Clause 27.3 under this Agreement.

27.6 For the purposes of this Clause 27, a Party's group entities, affiliated entities, employees, consultants, auditors and sources of financing (including their consultants) will not be deemed third parties provided that they require the Confidential Information for their activities. The relevant Party is to take appropriate measures to ensure that the aforementioned groups of persons comply with the confidentiality obligations of this Agreement.

V. Implementation of the Agreement

28 Assertion and fulfilment of claims

28.1 Only the Parties will be subject to the rights and obligations under this Agreement. Claims and obligations arising under this Agreement are to be asserted and fulfilled as between the Parties only. It does not create any rights for the benefit of third parties nor, in particular, for the benefit of the Parties' group entities. However, each Party will be entitled to require the other Party to make performance to an entity of its (sub)group designated by it and authorised to receive such performance. Likewise, either Party may use an entity of its (sub)group as a vicarious agent (*Erfüllungsgehilfe*) to perform an obligation under this Agreement.

28.2 Each Party will work towards and be responsible for ensuring that it and its respective group entities comply with or fulfil the provisions of this Agreement and, in particular, do not assert any claims against the other Party or its group entities contrary to the provisions of this Agreement.

28.3 Claims arising under this Agreement may only be assigned by a Party with the other Party's written consent.

29 Dispute resolution

29.1 The Parties will seek to settle amicably all disputes arising from this Agreement or about its validity or in connection with this Agreement or agreements concluded for its implementation.

29.2 If the Parties do not reach a joint appropriate solution to resolve a dispute, the Parties will jointly bring the dispute to the attention of the chairmen of tkAG's and tk accelis Management AG's executive boards. The chairmen of the executive boards will consult with each other regarding such dispute within 20 (in words: twenty) weeks of receipt of the notice of dispute, seeking to find a joint appropriate solution to resolve the dispute.

29.3 If the above provisions have not resulted in the dispute being resolved, the dispute will be resolved by a final decision of an arbitral tribunal in accordance with the Arbitration Rules (*Schiedsgerichtsordnung*) of the German Arbitration Institute (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. – DIS*), as amended from time to time. The arbitral tribunal will be composed of three (3) arbitrators. Each Party will be entitled to appoint one of the arbitrators. The third arbitrator will be appointed by the two previously appointed arbitrators. The place of arbitration will be Frankfurt am Main. The language of the arbitration will be German. However, no Party will be obligated to provide translations of English-language documents submitted for evidence or similar purposes.

29.4 Recourse to the courts of general jurisdiction will be excluded with the exception of interim relief measures.

30 Limitation

The Parties' claims under this Agreement will become time-barred upon the expiry of 31 December 2044 unless otherwise expressly provided for in this Agreement. Sections 203 et seq. BGB will apply.

VI. Miscellaneous

31 Notices

Unless expressly stated otherwise in this Agreement, the following will apply to any notice or other communication in connection with this Agreement (hereinafter: "**Notices**"):

31.1 Form of Notices

Any Notices must be

31.1.1 in the German language;

31.1.2 in text form (*Textform*, section 126b BGB) with express reference to this Agreement; and

31.1.3 delivered by hand, registered post or by courier, using an internationally recognised courier service, or by fax or e-mail.

31.2 Notices to tkAG

Any Notice to tkAG is to be sent to the following address, or to such other person or address as tkAG may notify to tk accelis Group from time to time: **[Note:** *The following information has been removed for data protection reasons for the purposes of publication.***]**

To:	[●]
Attention:	[●]
Address:	[●]

Telephone number:	[●] [●]
E-mail:	[●]

31.3 Notices to tk accelis Group

Any Notice to tk accelis Group is to be sent to the following address, or to such other person or address as tk accelis Group may notify to tkAG from time to time: **[Note:** *The following information has been removed for data protection reasons for the purposes of publication.***]**

To:	[●]
Attention:	[●]
Address:	[●]
Telephone number:	[●] [●]
E-mail:	[●]

31.4 Effectiveness

Any Notice will become effective upon being received by its recipient (*Zugang*), i.e. upon the latter being given the opportunity to become aware of its content, which will be deemed to have occurred

31.4.1 at the time of delivery, in cases where it is delivered by hand, registered post or courier,

31.4.2 at the time of transmission, in cases where it is sent by facsimile, subject to the sender of the facsimile having received a fax transmission confirmation stating that it was successfully transmitted,

31.4.3 at the time of transmission, in cases where it is sent by e-mail, subject to the sender of the e-mail not having received an out-of-office reply; in such case, receipt of the e-mail and the opportunity to become aware of its content will be deemed to have occurred one week after transmission.

32 Term and termination

32.1 This Agreement will take effect on the day after the Spin-off takes effect through registration in both of tkAG's commercial registers. This does not apply to the provisions in Clause 16 (General co-operation duty) and Clause 22.1 (Transfer of Documents; migration of data), which already take effect upon the approval of tkAG's general meeting.

32.2 This Agreement will have a fixed term until the expiry of 31 December 2041. During such term, ordinary termination (*ordentliche Kündigung*) will be excluded.

32.3 This Agreement will be automatically extended by a further fixed term of 5 years each unless any Party terminates this Agreement by written notice to the other Parties at least 6 months before the end of the relevant term.

32.4 This Agreement will end automatically if tk accelis Group is no longer fully consolidated in tkAG's consolidated financial statements. Termination will take effect 6 months after the accounting reference date of the relevant consolidated financial statements. If tkAG continues to hold a share in tk accelis Group and therefore, under applicable law, remains subject to the requirements of financial reporting, corporate governance or risk management, for example, with respect to the tk accelis Subgroup, tkAG and tk accelis Group will negotiate, in good faith and within 6 months prior to automatic termination, a replacement agreement with a reduced scope the terms of which will be designed to enable tkAG to fulfil the legal requirements that continue to apply.

32.5 The right to extraordinary termination (*außerordentliche Kündigung*) will remain unaffected.

33 Geographical scope of application

This Agreement will apply to all activities of the tk Group and the tk accelis Subgroup worldwide.

34 Formal requirements for amendments

Amendments and supplements to this Agreement – including to this Clause 34 – must be made, and notice of termination of this Agreement must be given, in writing (section 126 BGB) unless a stricter form is required by law.

35 Applicable law

This Agreement and its interpretation will be governed by German law.

36 Invalid provisions

If one or more provisions of this Agreement are or become void, invalid or unenforceable in whole or in part, this will not affect the validity of this Agreement and of its remaining provisions. The void, invalid or unenforceable provision will be deemed replaced by a valid and enforceable provision that comes closest in terms of form, substance, time, extent and scope to the economic purpose that the Parties intended by the void, invalid or unenforceable provision. The same will apply if this Agreement contains any unintended gaps.

*****

Annex 3.1a to the Framework Agreement

Services Agreement for business services

hereinafter referred to as "Services Agreement"

between

[●]

– hereinafter referred to as the "**Service Provider**" –

and

[●]

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

– Customer and Service Provider hereinafter individually referred to as a "**Party**", and collectively as the "**Parties**" –

Table of contents

1 Definitions and interpretation

1.1 References to this Services Agreement ("**Services Agreement**") include references to any of its Annexes as well as to any agreements entered into or intended to be entered into pursuant to this Services Agreement.

1.2 References to Clauses and Annexes are references to clauses and annexes of this Services Agreement. In the event of any conflict between the main body of this Services Agreement and its Annexes, the provisions of the main body of this Services Agreement will prevail, but only with respect to applying and interpreting the provisions of this Services Agreement.

1.3 References to any document (including this Services Agreement) or to a provision in a document will be construed as a reference to such document or provision as amended, supplemented, modified, restated or novated from time to time.

1.4 The headings in this Services Agreement will not affect its interpretation.

1.5 Whenever the context requires, the gender of all words used in this Services Agreement will include the masculine, feminine and neuter. Terms in the singular will have corresponding meanings in the plural and vice versa.

1.6 Unless otherwise provided in this Services Agreement, any reference to a law specified or referred to in this Services Agreement will be a reference to that law (including any rules and regulations promulgated thereunder) as amended from time to time.

1.7 References to books, records or other information will be references to books, records or other information in any form, including paper, electronically stored data, magnetic media, film and microfilm.

1.8 The wording "includes" or "including" means "including, but not limited to". If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

1.9 Whenever this Services Agreement refers to a number of days, such number will refer to calendar days unless business days are specified. Unless otherwise specified, a defined term will have its defined meaning throughout this Services Agreement and any Annex to this Services Agreement, regardless of whether it appears before or after the place where it is defined.

1.10 The term "cost" includes expenses, and the term "expense" includes cost.

1.11 The terms "warrant"/"guarantee", "warranty"/"guarantee", "representation", "represent", "ensure" or similar terms will have the meaning of a simple contractual obligation and are not to be understood as a guarantee ("*Garantie*" or "*Garantieversprechen*") in its legal sense.

1.12 All references to a specific time of day in this Services Agreement will be based upon Central European Time on the date in question unless otherwise specified.

2 Subject matter of this Services Agreement/scope of Services

2.1 This Services Agreement and its subject matter supersede any prior written and oral agreements and contracts between the Parties relating to the same Services (as defined below). The Parties will ensure the same with regard to all prior written and oral agreements and contracts between the Service Provider and the Authorised Service Recipients (as defined below) relating to the same Services.

2.2 The Service Provider will provide the Services in line with the content and scope as further described in the corresponding specifications of services attached in **Annex A** to this Services Agreement (the "**Services**") to the Customer during the service term applicable to each Service. The provision of Services is subject to the provisions of this Services Agreement, including **Annex A**.

2.3 The Parties are free to add any additional Services at any time by mutual written agreement. If the Customer requests an additional Service from the Service Provider, the Parties will discuss such request and whether it is feasible to include such additional Service in **Annex A**. Each Party may decide in its sole discretion whether, and if so to what extent, it agrees to a corresponding addition to **Annex A**.

2.4 In providing the Services under this Services Agreement, the Service Provider will comply with any special requirements applicable at the location where the Services are provided (including, but not limited to, applicable laws and mandatory requirements, guidelines and regulations of public authorities, professional and trade associations, e.g. with regard to health and safety at work).

2.5 The Customer acknowledges and agrees that it is responsible for ensuring, on its own responsibility, that it will comply with applicable laws, and it will inform the Service Provider of the appropriate measures that the Service Provider may need to take in relation to the provision of Services to enable the Customer to comply with applicable laws.

2.6 To the extent Services provided under this Services Agreement are the subject of a dependent company report (*Abhängigkeitsbericht*) prepared by the Customer or any entity affiliated with the Customer according to sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz – AktG*), the Service Provider undertakes to assist the Customer in preparing the dependent company report and to provide the Customer with all information required for this purpose in due time.

3 Authorised Service Recipients

3.1 Subject to the Service Provider's consent, the Customer is entitled to pass on the Services to tk accelis Management AG and tk accelis Group AG & Co. KGaA as well as to entities in which tk accelis Group AG & Co. KGaA (directly or indirectly) holds a majority interest as at the date the spin-off of tk accelis Abspaltungs GmbH from thyssenkrupp AG into tk accelis Group AG & Co. KGaA ("**Spin-off**") takes effect, or which – as at that date – are dependent within the meaning of section 17 AktG on tk accelis Group AG & Co. KGaA ("**Authorised Service Recipients**"). The Service Provider must give its consent if the Service Provider has sufficient capacity to provide the Services to be passed on.

3.2 This Services Agreement does not give rise to any separate (direct) claims or obligations on the part of the relevant Authorised Service Recipients vis-à-vis the Service Provider; the Authorised Service Recipients are merely beneficiaries of a contract for the benefit of third parties in the broader sense, i.e. a contract which creates a claim for the third party which can be disposed of without its consent (*unechter Vertrag zugunsten Dritter*).

3.3 The Customer will ensure that the Authorised Service Recipients comply with the obligations incumbent on the Customer under this Services Agreement as if they were themselves a party bound by this Services Agreement.

3.4 The Parties will ensure that all communications regarding the performance of the contractual services under this agreement are exchanged solely between the Parties. The Service

Provider is not obliged to respond to enquiries made directly by the Authorised Service Recipients.

4 Service levels/provision of Services

4.1 The Service Provider will provide the Services under this Services Agreement, delivering the service levels agreed for these Services under **Annex A**.

4.2 Should the Service Provider realise that it is unable to meet an agreed deadline, i.e. should it be unable to complete the contractual Services within the agreed time frame, it will notify the Customer in writing of the reasons for the anticipated delay without undue delay (*unverzüglich*) and of any countermeasures it has initiated to avoid or minimise such delay. The Service Provider may use e-mail to notify of a delay as set out above. In the event of a delay, the Service Provider will perform the contractual Service within the shortest possible time. In particular, the Service Provider undertakes to use all means available to it to remove the causes of delay.

4.3 The Parties acknowledge that the Service Provider is not a professional service provider that regularly provides services to third-party entities outside the group and that the Service Provider therefore does not have resources and staff capacities comparable to those of a professional service provider in order to respond to resource shortages. [In addition, the Parties acknowledge that it is planned to gradually reduce the Service Provider's resources, in particular its staff, to [almost]][1] zero [by [31 March 2028]][2]. Against this background, the Parties agree the following: If the Service Provider realises that it is unable to provide a contractual service as agreed due to a resource shortage, it will notify the Customer without undue delay. Should the Service Provider, according to its good-faith assessment, taking into account the Customer's interest in a continuation of the contractual services, have sufficient resources allowing it to direct a subcontractor despite the resource shortage, the Service Provider is obliged to use its best efforts to engage a third party as a subcontractor in order to provide the contractual services; in this case, the Customer will bear the (additional) costs of the subcontractors. The involvement and selection of a subcontractor will require the Customer's prior consent. The additional costs expected to be incurred due to the engagement of a subcontractor are to be agreed with the Customer in advance of an engagement. If the Customer consents to the involvement of the selected subcontractor, the Service Provider will use its best efforts to engage and involve the subcontractor and, if and as soon as the engagement and involvement are successful, will remain obliged to render performance; until then, the performance obligation will be suspended. If, according to the Service Provider's good-faith assessment, the Service Provider is no better able, or only marginally better able, to direct the subcontractor than the Customer, the Service Provider will be released from its performance obligation. Likewise, the Service Provider will be released from its performance obligation if the Customer does not grant its consent to the use of the selected subcontractor. Moreover, the Service Provider is not obliged to maintain resources contrary to the planned reduction, to procure new resources or to replace missing resources.][3]

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1 **Note**: Applies only to tkAG as Service Provider.

2 **Note**: Applies only to tkS as Service Provider.

3 **Note**: The passage in square brackets is not to be included in agreements in which the Service Provider is an entity of the tk accelis Subgroup.

5 Payment of Service Charges

5.1 In consideration for the provision of Services by the Service Provider, the Customer will pay to the Service Provider the charges in respect of each Service, including Services passed on by the Customer to Authorised Service Recipients, at the price for each Service as set out in **Annex A** (the “**Service Charges**”), which consist of the prices for self-performed Services and any charges paid by the Service Provider from time to time for subcontracted Services, licences or other costs (if applicable).

5.2 Service Charges do not include any out-of-pocket expenses (including any travel or accommodation expenses) incurred by the Service Provider for the provision of Services (if applicable), which will be separately reimbursed at cost price unless otherwise provided for in **Annex A**.

5.3 The Service Charges for a Service will cease to be payable upon termination or expiry of that Service, provided that the Customer is obliged to pay any Service Charges accrued until the last day of provision of that Service. If the Service terminates or expires part way through an invoicing period, there will be a pro-rata adjustment to the Service Charges.

6 Taxes

Insofar as value added tax becomes due according to local legislation, the Service Provider will invoice such value added tax in addition to the Service Charges to be paid by the Customer, unless there is a case of reverse charge. The Service Provider undertakes: (i) not to waive any applicable value added-tax exemption without the Customer’s prior consent and (ii) to issue a proper invoice according to the legal requirements.

7 Invoicing and payment terms

7.1 Service Charges will be paid on the basis of quarterly invoices, which will be provided by the Service Provider within twenty (20) business days of the end of each calendar quarter. These invoices will specify the Service Charges for the Services provided in the previous calendar quarter to be paid by the Customer in arrear, making it transparent to which Services the relevant Service Charges relate.

7.2 If a Service is not purchased on the first day of a month but during the current calendar month, the related invoice will be paid pro rata in daily rates.

7.3 The Customer will pay, in euros, all undisputed amounts set out in an invoice within thirty (30) calendar days of receipt of the relevant invoice via bank transfer to the Service Provider’s account stated in the invoice.

8 Mutual warranties and duties and warranties and duties of the Customer

8.1 Each Party warrants to the other that, as at the date of this Services Agreement: (i) it is duly constituted, organised and validly existing under the applicable laws of the country of its incorporation; (ii) it has the corporate power and capacity to enter into and execute and deliver, and to perform its obligations under, this Services Agreement; and (iii) nothing contained in this Services Agreement will result in a breach of any provision of its constitutional documents.

8.2 The Customer will provide such reasonable co-operation, assistance and information to the Service Provider as may be necessary to enable the Service Provider to perform the

Services and as further set out for the relevant Services in the corresponding specifications of services attached in **Annex A.**

8.3 Each Party will (i) maintain reasonable, market-standard security measures (e.g. up-to-date antivirus software, firewalls or access restrictions) on an ongoing basis within its systems with the aim of protecting the other Party's systems from attacks by third parties originating from their own systems; (ii) not attempt to obtain access, use or interfere with any informational technology systems or data belonging to the other Party, except to the extent required to provide the Services, receive the Services, or as otherwise permitted, under this Services Agreement; (iii) notify the other Party of any event that is reasonably likely to materially affect the security of the other Party's systems; and (iv) notify the other Party on a timely basis of any failures or deficiencies in the provision of Services under this Services Agreement.

8.4 The Service Provider will – if applicable according to any of the specifications of services attached in **Annex A** – implement user access controls in information technology systems such that access to the Customer's data in such information technology systems is only available to authorised employees and Subcontractors of the Service Provider requiring access to provide Services to the Customer.

9 Change Requests/annual validation

9.1 If either Party intends to make a change to this Services Agreement, including in relation to the scope of Services to be provided under this Services Agreement (a "**Change in Scope**"), it will notify the other Party in writing of any requested change, providing all details and in the form as set out in **Annex B** (any such request being a "**Change Request**").

9.2 The Parties (each acting reasonably) will negotiate in good faith any Change Request as soon as reasonably practicable and in any event no later than ten (10) business days from the date of receipt of the relevant Change Request.

9.3 Each Party will provide to the other Party such information and documentation as the other Party may reasonably request in connection with the Change Request including reasonable evidence of any proposed variations to the relevant Service Charges, the time required to implement the Change Request and, if applicable, any reasons why such Change Request cannot be implemented in whole or in part.

9.4 If the Parties agree in writing to implement a Change Request, such agreement will be made by mutual written amendment to this Services Agreement, and this Services Agreement will be deemed to be updated accordingly. Any agreement on a Change Request made by a Party will be valid when countersigned by the other Party.

9.5 Each Party will bear its own cost and the cost of its advisers incurred for considering, negotiating and executing a Change Request.

9.6 Notwithstanding specific Change Requests, the Parties agree that the quantity and price structure of the specifications of services is to be discussed and validated once a year. If a Party requests adjustments to the quantity and price structure as a result of the validation, the above Clauses 9.2 and 9.5 will apply *mutatis mutandis*.

10 Liability, indemnification

10.1 Nothing in this Clause will limit the liability of a Party (i) for death or personal injury resulting from a Party's negligence; (ii) for fraud or fraudulent misrepresentation by a Party, its legal representatives or senior employees and for losses caused intentionally by other assistants in performance; (iii) for a breach of Clause 3.3 or, subject to Clause 10.2, for a breach of Clauses 13 or 14; or (iv) to the extent liability of a Party cannot be excluded under applicable law.

10.2 Subject to intent, wilful misconduct, fraud or fraudulent misrepresentation, the Service Provider will not be liable for loss of profits (*entgangener Gewinn*), wasted efforts (*frustrierte Aufwendungen*), anticipated savings (*ausgebliebene Einsparungen*), loss of goodwill or reputation, or any other consequential or indirect damage.

10.3 Subject to Clause 10.1, each Party's total aggregate liability, whether in contract, in tort (including negligence), under statute or otherwise, under or in connection with this Services Agreement will be limited to the amounts paid and payable by the Customer to the Service Provider under this Services Agreement.

11 Assertion of claims of, and damage to, an Authorised Service Recipient

11.1 The Customer will ensure that any claims for damages incurred by an Authorised Service Recipient under or in connection with this Services Agreement will be asserted exclusively by the Customer against the Service Provider.

11.2 Damage incurred by the Authorised Service Recipient under or in connection with this Services Agreement is to be treated as if it had been incurred by the Customer itself.

11.3 Damage incurred by the Service Provider that was caused by an Authorised Service Recipient under or in connection with this Services Agreement is to be treated as if the Customer had caused the damage itself.

11.4 The Customer will ensure that no Authorised Service Recipient will assert claims or bring actions itself under or in connection with this Services Agreement against the Service Provider without the Service Provider's consent.

11.5 In the case of a breach of Clauses 11.1 or 11.4, the Customer will indemnify and hold harmless the Service Provider against all damage, claims, expenses and other costs that the Service Provider has incurred or will incur under or in connection with the assertion of claims or the bringing of actions of any kind under or in connection with this Services Agreement by an Authorised Service Recipient.

12 Use of Subcontractors

12.1 The Service Provider is entitled to use any Subcontractors or other third parties for the provision of Services or the assertion of its rights, or performance of its obligations, under this Services Agreement (any such third party, a "**Subcontractor**").

12.2 If any Services are provided by a Subcontractor that is not an affiliate within the meaning of sections 15 et seq. AktG of the Service Provider, the latter will notify the Customer of that Subcontractor when awarding these Services.

12.3 The Service Provider will ensure that each Subcontractor is subject to obligations in line with Clause 13 (*Data protection*) and Clause 14 (*Announcements and confidentiality/non-disclosure*) of this Services Agreement. The Service Provider will submit corresponding documentary proof to the Customer upon the Customer's request.

12.4 The use of Subcontractors in accordance with this Clause 12 will not release the Service Provider from its contractual obligations, and the Service Provider will remain solely responsible for the use of Subcontractors and all acts and omissions of Subcontractors with respect to the provision of Services. Any breach of, or failure to comply with, this Services Agreement by a Subcontractor will be treated as a contractual breach for which the Service Provider is responsible to the same extent as if it had committed that breach itself.

13 Data protection

13.1 Each Party warrants and represents that it currently is, and will continue to be, acting in compliance with all laws, regulations and other provisions on data protection (in particular those of the GDPR and the German Data Protection Act (*Bundesdatenschutzgesetz – BDSG*) to which it is subject or which are otherwise applicable when processing personal data in the context of this Services Agreement and in compliance with the service levels agreed. If the Service Provider does not process personal data on behalf of, and in line with instructions given by, the Customer and the Parties do not jointly decide on the purposes and means of processing as joint controllers, the Service Provider will be its own controller under data protection law when processing personal data in the context of this Services Agreement. In this case, the Service Provider will carry out such processing in accordance with the relevant data protection requirements.

13.2 On the other hand, if, during the provision of Services by the Service Provider under this Services Agreement, the Service Provider processes personal data of the Customer on behalf of, and in line with instructions given by, the Customer, the Parties agree that the Service Provider will process such data acting as a processor within the meaning of Article 4(8) GDPR of the Customer acting as a controller within the meaning of Article 4(7) GDPR and in accordance with the requirements of Article 28 GDPR.

13.3 In case the Parties act as joint controllers, the Parties will enter into an arrangement within the meaning of Article 26 GDPR and co-ordinate with each other on processing data.

13.4 In case personal data is processed on behalf of, and in line with instructions given by, the Service Provider, the data processing agreement set out in **Annex C** will apply between the Customer as the controller and the Service Provider as the processor; such agreement is hereby incorporated into, and forms an integral part of, the present Services Agreement. The data processing agreement may be supplemented by further documents if this is required by law or if the Customer gives instructions to that effect.

14 Announcements and confidentiality/non-disclosure

14.1 Neither Party may make any public announcement or issue any circular relating to this Services Agreement without the other Party's prior consent unless doing so is required by law, by any competent judicial, governmental or regulatory body issuing a decision to that effect, or by the rules of any recognised stock exchange, in which case, however, the Party obliged to make an announcement or issue a circular will, to the extent reasonably practicable, consult with the other Party before complying with such obligation.

14.2 Each Party will treat the provisions of this Services Agreement and any confidential, proprietary and other information made available to it by the other Party in connection with this Services Agreement ("**Confidential Information**") with strict confidence. Each Party will treat Confidential Information with the same care it applies to protecting its own information of a similar nature and which must not be less than the minimum standard of care customary in the profession.

14.3 The provisions of Clause 14.2 will not prohibit disclosure or use of Confidential Information if and to the extent:

(i) such disclosure or use is required by applicable law, by any competent judicial, governmental or regulatory body, or by the rules of any recognised stock exchange on which the shares, or the holding company, of either Party are/is listed; (ii) such disclosure or use is required for the purpose of any judicial proceedings arising out of this Services Agreement or any other agreement entered into under or pursuant to this Services Agreement; (iii) such disclosure is made to a tax authority in connection with the tax affairs of the disclosing Party; (iv) such disclosure is made to professional advisers or actual or potential financiers of either Party on terms that such professional advisers or financiers undertake to comply with confidentiality obligations substantially similar to those set out in this Clause 14; (v) such disclosure is made by the Service Provider to its Subcontractors for the purpose of providing the Services; (vi) the information concerned is or becomes publicly available (other than by breach of this Services Agreement); (vii) the other Party has given its prior written consent to such disclosure or use; or (viii) the information concerned is independently developed after the closing date, provided that prior to disclosure or use of any information pursuant to Clause 14.3(i) or Clause 14.3(ii), the Party intending to disclose or use that information will notify the other Party of such requirement without undue delay, with a view to providing the other Party with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

15 Intellectual property

15.1 Except as expressly provided for in this Services Agreement, no rights or obligations in respect of a Party's intellectual property are granted, or are implied to be granted, to the other Party.

15.2 Each Party agrees that all intellectual property developed or created exclusively for the Customer by the Service Provider (or any of its Subcontractors) when performing its obligations under this Services Agreement will, upon development or creation, vest in and be owned exclusively by the Customer. Intellectual property will only be deemed to be developed or created exclusively for the Customer if this is expressly specified in **Annex A**.

15.3 The Customer hereby grants to the Service Provider (and to each affiliate of the Service Provider and any Subcontractor involved in the provision of the Services) a non-exclusive, worldwide, royalty-free, fully paid-up licence to use the intellectual property owned by the Customer, solely to the extent necessary to provide the Services to the Customer in accordance with, and subject to, the terms of this Services Agreement.

15.4 Subject to Clause 15.2, the Service Provider (and each affected affiliate of the Service Provider) hereby grants to the Customer and the Authorised Service Recipients a non-exclusive, worldwide, royalty-free, fully paid-up and non-transferable licence to use the intellectual property owned by the Service Provider, solely to the extent necessary to receive the Services in accordance with, and subject to, the provisions of this Services Agreement.

16 Term and termination

16.1 This Services Agreement will become effective on [●] 2026 and will remain in effect for an indefinite period of time until terminated by either Party.

16.2 Unless otherwise specified in **Annex A**, (a) the Services will be provided for an indefinite period of time, and (b) each Party may terminate individual Services by giving twelve (12) months' written notice to the end of a calendar month to the other Party.

16.3 Each Party may terminate this Services Agreement forthwith by written notice to the other Party if: (i) the other Party commits a material breach of its obligations under this Services Agreement and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) calendar days after receipt of a written notice giving full particulars of the breach and requiring the other Party to remedy it; or (ii) the other Party (a) becomes unable to pay its debts; (b) enters into liquidation (except for the purposes of amalgamation or reconstruction); (c) makes an arrangement with its creditors; (d) has a receiver, administrator or administrative receiver appointed over all or any of its assets; (e) ceases or threatens to cease its business operations or is dissolved; or (f) is subject to any procedure equivalent to any of the preceding matters in any other jurisdiction; or (iii) if provision of the Services has become impossible for factual or legal reasons.

16.4 Each Party is entitled to terminate this Services Agreement by giving twelve (12) months' notice to the end of a calendar year, however, not earlier than the end of the service term of the individual Services.

16.5 Upon termination or expiry of this Services Agreement:

16.5.1 Upon request by the other Party, each Party will deliver to the other Party without undue delay any materials of the other Party in that Party's possession or under its control, provided that that Party may retain such materials to the extent such materials (i) are required to be retained by applicable law or by requirements of a governmental authority or (ii) are contained in any electronic file pursuant to routine backup or archiving practices;

16.5.2 neither Party's rights, liabilities or obligations which have accrued prior to termination will be affected or prejudiced; and

16.5.3 Clauses 1, 6, 7, 10, 14, 15, 16.5, 17, 18 and 19 will continue in full force and effect notwithstanding termination or expiry of this Services Agreement.

16.6 The Customer is entitled to discontinue the provision of services in favour of an Authorised Service Recipient without notice if and from the time at which tk accelis Group AG & Co. KGaA no longer (directly or indirectly) holds a majority interest in the Authorised Service Recipient or the Authorised Service Recipient is no longer dependent on tk accelis Group AG & Co. KGaA within the meaning of section 17 AktG. The Customer is obliged to notify the Service Provider without undue delay of such changes in the ownership structure and dependency relationships if such changes were to entitle the Customer to discontinue its provision of services.

17 Notices

17.1 Any notice or other communication in connection with this Services Agreement (each a "**Notice**") must be made in writing or by e-mail and must be delivered to the addresses specified in Clauses 17.2 and 17.3 or to such other address or e-mail address as may have been notified by any Party to the other Party for this purpose (which will supersede the previous address or e-mail address (as applicable) from the date on which notice of the new address or e-mail address is deemed to be received under Clause 17.4.

17.2 A Notice to the Service Provider will be sent to the following address, or such other person or address as the Service Provider may notify to the Customer from time to time:

Address:	[●]
E-mail address:	[●]
Attention:	[●]
with a copy to (delivery of such copy will not in itself constitute valid notice):	[●]

17.3 A Notice to the Customer will be sent to the following address, or such other person or address as the Customer may notify to the Service Provider from time to time:

Address:	[●]
E-mail address:	[●]
Attention:	[●]
with a copy to (delivery of such copy will not in itself constitute valid notice):	[●]

17.4 A Notice will be effective upon receipt and will be deemed to have been received: (i) on the fifth day after (and excluding) the date of posting if delivered by registered post; (ii) at the time of delivery if delivered by hand or courier; or (iii) at the time of transmission if sent via e-mail.

17.5 In proving receipt of any Notice, it will be sufficient to show that the envelope containing the notice was properly addressed and either delivered to the relevant address by hand or posted with registered address, or that the e-mail was sent to the correct e-mail address.

17.6 This Clause 17 will not apply to the service of any proceedings or other documents in any legal action.

18 Severability

18.1 Should any part or provision of this Services Agreement be, or held to be by a final and non-appealable decision of a competent court or arbitral tribunal, or become invalid or unenforceable, this will not affect the remainder of this Services Agreement or the validity or enforceability of this Services Agreement. The Parties will agree on a valid modification of such part or provision which comes as close as possible to the original economic intent of the Parties and is legally valid and enforceable.

18.2 The provisions of Clause 18.1 will apply *mutatis mutandis* in the case of any omissions in this Services Agreement.

19 Final provisions

19.1 This Services Agreement will be binding on the Parties and any of their legal successors. Neither Party will be entitled to assign, novate, charge or otherwise transfer all or any part of its rights or obligations under this Services Agreement, including any benefit arising to it under or in connection with this Services Agreement, without the other Party's express prior written consent (such consent not to be unreasonably withheld or delayed), except that:

19.1.1 The Service Provider may assign this Services Agreement, in whole or in part, to any affiliate of the Service Provider without the Customer's consent; and

19.1.2 the Customer may assign this Services Agreement in its entirety to tk accelis Group AG & Co. KGaA, provided that this Services Agreement is assigned no earlier than the date on which the Spin-off and the intended merger of tk accelis Abspaltungs GmbH into tk accelis Group AG & Co. KGaA take effect. As a consequence, tk accelis Group AG & Co. KGaA would succeed to all rights and obligations under this Services Agreement, including the provision of Services to the Authorised Service Recipients. In doing so, tk accelis Group AG & Co. KGaA would, as intended, provide business services.

Any attempted assignment other than in compliance with this Clause 19.1 will be null and void ab initio.

19.2 This Services Agreement constitutes the entire agreement between the Parties with respect to the Services and (to the extent permitted by law) supersedes any prior commitments or oral or written agreements between the Parties which relate to the contractual subject matter. No oral collateral agreements have been made.

19.3 This Services Agreement supplements the framework agreement concluded between thyssenkrupp AG and tk accelis Group AG & Co. KGaA on 17 June 2026 and will apply in addition to it.

19.4 Unless expressly stated otherwise in this Services Agreement, this Services Agreement and any amendments to it, or to any of its Annexes, in particular any notice of termination, must be made in writing in order to be effective. The same applies to any waiver of this written form requirement. The written form requirement will also be met by the Parties if they execute their signatures at least by electronic signature within the meaning of Article 3 number 10 of the European eIDAS Regulation (i.e. data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign); e.g. DocuSign. The written form requirement will not be met in the case of transmission by means of telecommunication, e.g. by e-mail or by fax. The initial conclusion of this agreement may also be validly effected by DocuSign, without an electronic signature within the meaning of Article 3 number 10 of the European eIDAS Regulation being required.

19.5 A Party's failure to exercise, or delay in exercising, any right or remedy will not operate as a waiver and will not be deemed to be an election not to exercise such right or remedy; likewise, any single or partial exercise of any right or remedy will not preclude its further exercise or the exercise of any other right or remedy.

19.6 This Services Agreement will not set up or create an employer-employee relationship, partnership of any kind, association of any kind or trust between the Parties, each Party being individually responsible for its obligations under this Services Agreement. It is agreed between the Parties that their relationship is one of independent contracting partners and that neither Party is authorised to act as an agent for the other Party for any purpose. Neither Party will be bound by the acts or conduct of the other.

19.7 This Services Agreement and its interpretation, as well as any contractual rights and obligations arising under or in connection with this Services Agreement and its execution, including any dispute about its validity, will be governed by the laws of the Federal Republic of Germany, excluding conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any non-contractual rights and obligations in connection with this Services Agreement and their interpretation will also be governed by the laws of the Federal Republic of Germany.

19.8 The Parties hereby agree that the courts in Essen will have jurisdiction over any and all disputes arising, directly or indirectly, under or in connection with this Services Agreement, including any claim or dispute relating to the existence, validity, enforceability, non-performance or termination of this Services Agreement.

List of Annexes

- Annex A – Services and pricing
- Annex B – Change Request form
- Annex C – Data processing agreement

[•]	[•]
____________________, ______________	____________________, ______________
Name: ____________________________	Name: ____________________________
Function: ____________________________	Function: ____________________________
Signature:____________________________	Signature:____________________________
____________________, ______________	____________________, ______________
Name: ____________________________	Name: ____________________________
Function: ____________________________	Function: ____________________________
Signature:____________________________	Signature:____________________________

Anlage 3.1b to the Framework Agreement
Overview of the subject matters of the services agreements between the thyssenkrupp Group and the tk accelis Subgroup

Note: In all cases where "tk accelis GmbH" is listed in the service recipient column, it is currently unclear which specific entity of the tk accelis Subgroup will purchase the relevant services. The correct definition/allocation is yet to be determined.

Service	Short Description	Service Provider	Service Recipient
Fleet Services Solution	- Fleet Services (performed by tkMBS as of October 1, 2026): Provision of fleet services for company and pool vehicles of tkAG. - Administration (performed by tkMBS as of October 1, 2026): Management of the SAP client “Carpool”, posting of vehicle-related incoming invoices, and monthly allocation of fleet costs to tk companies.	tk accelis Business Services GmbH (tkMBS)	tk Group Entity
Build-up "Pension Services (BPG, bAV, PES)	MBS will take over pension services previously provided by thyssenkrupp Services GmbH and will provide the service for all tk entities: -tkS/FBS-BPG (Benefits & Pension Germany) -tkS/FBS-BAV (Employee Pension Services)	tk accelis Business Services GmbH (tkMBS)	tk Group Entity

Service	Short Description	Service Provider	Service Recipient
	-tkS/FBS-PES (Pension Services)		
Strategic Procurement - Fleet Management [MBS]	Provision of Strategic Procurement services: Systematic and proactive approach to sourcing, purchasing, and managing goods and services to achieve the organization's long-term goals, optimize costs, and enhance supplier relationships for: Fleet Management - Necessary for service from "SL Fleet Services" Part of SL PRO strategic services and Lead Segment MX from 01.10.2026	tk accelis Business Services GmbH (tkMBS)	tk Group Entity
Strategic Procurement - Travel Management	Provision of Strategic Procurement services: Systematic and proactive approach to sourcing, purchasing, and managing goods and services to achieve the organization's long-term goals, optimize costs, and enhance supplier relationships for:	tk accelis Business Services GmbH (tkMBS)	tk Group Entity

Service	Short Description	Service Provider	Service Recipient
	Negotiation of Framework Contracts for procurement of Hotels, Rental Cars and Airlines Lead Segment MX from 01.10.2026 (taking over service from tk Services SL PRO strategic)		
Strategic Procurement - Temp Labour	Temp Labour - manage procurement frame contracts and entire temporary labour process by using Managed Service Provider (MSP) IT tool Part of SL PRO strategic services and Lead Segment MX from 01.10.2026 MX BU = MX Procurement Non-Production Material	tk accelis GmbH	tk Group Entity
One.Net (including UCP)	MX provides One.Net as the central platform for content, communication, and branding across the entire group	tk accelis GmbH	thyssenkrupp AG; TKMS GmbH; thyssenkrupp Decarbon Technologies GmbH; thyssenkrupp Automotive Technology Office
Payroll Services Regional Compliance Officer	Payroll services for the Regional Compliance Officer	thyssenkrupp Materials Austria GmbH	thyssenkrupp AG

Service	Short Description	Service Provider	Service Recipient
Payroll Services Regional Compliance Officer	Hosting of Regional Compliance officer.	thyssenkrupp Materials Trading Asia Pte. Ltd.	thyssenkrupp AG
IT Services	Provision of internet connectivity and network infrastructure services.	thyssenkrupp Materials Nederland B.V.	thyssenkrupp Nederland Holding B.V.
Payroll & HR Services	Provision of payroll processing and HR support services, including the use of payroll software, for group entities in the Netherlands.	thyssenkrupp Nederland Holding B.V.	thyssenkrupp Materials Nederland B.V.
Healthcare Insurance Benefits	Central coordination of private medical insurance benefits.	thyssenkrupp Materials (UK) Ltd.	thyssenkrupp UK plc.; thyssenkrupp Rothe Erde; thyssenkrupp Bilstein
Payroll Services	Includes payroll and annual tax returns services for 3 tk UK plc. employees provided by tkMUK	thyssenkrupp Materials (UK) Ltd.	thyssenkrupp UK plc
Business support services tkMITS	Business support services, representation services, sourcing for automation as well as legal services from tkMITS India	thyssenkrupp Materials IT Services India Private Limited	thyssenkrupp Automation Engineering GmbH
Audit Services India	AUD Team India provides following services with a functional reporting line to CO/AUD: - Support in audit planning for Indian	thyssenkrupp Materials IT Services India Private Limited	thyssenkrupp AG

Service	Short Description	Service Provider	Service Recipient
	region - Coordination of planned and special audits as assigned - Conduct operational, financial, compliance audits, including investigations - Provide process and efficiency reviews as well as consulting services - Define mitigating measures - Provide audit reports - Follow-up on measures and their implementation in alignment with the Head of Internal Audit or the Internal Audit Head of the Business Segment Decarbon Technologies. - Ensure compliance with internal processes - Ensure internal quality standards - Take over audit related communication to stakeholders in alignment with the Head of Internal Audit or the Internal Audit Head of the Business Segment Decarbon		

Service	Short Description	Service Provider	Service Recipient
	Technologies. Services amount to approx. 1 FTE		
MX India - Business support services (tkIPL)	Provision of regional business support services to tkAG from India. Currently, these services are provided by thyssenkrupp India Private Limited (tkIPL) to tkAG on an arm's-length basis. Following the ongoing merger of tkIPL with thyssenkrupp Materials IT Services India Private Limited (tkMITS), tkMITS is expected to become the future service provider. The scope of services depends on project activity and volumes and cannot be reliably determined.	thyssenkrupp India Private Limited	thyssenkrupp AG
Company medical service	Occupational health services aimed at ensuring basic and company-specific occupational health care in accordance with Regulation 2 of the German Social Accident Insurance	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	(DGUV V2) and section 3 of the German Occupational Safety Act (ASIG). A key component is the management of work-related illnesses, occupational diseases, workplace accidents and occupational health prevention issues. Service portfolio: 1. Occupational health advice, preventive and occupational health examinations as well as travel vaccinations in accordance with statutory requirements (DGUV V2 and section 3 ASIG) 2. On-site medical support for first aid in emergencies and general medical advice in acute cases 3. Organisation of activities to promote workplace health (e.g. flu vaccinations etc.) and physiotherapy.		

Service	Short Description	Service Provider	Service Recipient
SAP Success Factors (lead2perform)	Provision of lead2perform (l2p) system in existing environment based on SAP SuccessFactors with existing interface (tk directory) incl. system governance and support (architecture management, cost controlling, vendor management, service management, demand management, data management). Grades L1-L3	thyssenkrupp Services GmbH	tk accelis GmbH
Group framework agreement on travel safety (ISOS)	Offering a range of services via ISOS such as: - Medical assistance services: Medical information and advice from medically trained personnel - Travel assistance services - Security assistance services - Configurable communications portal - Travel tracker	thyssenkrupp Services GmbH	tk accelis GmbH
Corporate Housekeeping incl. AMI	Provide certain corporate housekeeping	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	services for tk Group companies and participations, esp.: • legal realization of transfers & transformations (incl. internal share sale, internal mergers , spinoffs, changes of legal form • support for M&A projects (incl. preparation of the target for disinvestments), • provide and maintain AMI data base as central data base (this refers only to tasks currently performed by CO/LEX, not also to data maintained by CO/CAR) • for all tk legal entities, their shareholdings and • participations and those mandates documented in AMI (esp. managing directors and supervisory boards and equivalents), • information and documents relating to ultimate beneficial owners of Group		

Service	Short Description	Service Provider	Service Recipient
	companies, • prepare certain shareholder resolutions for German group companies (e.g. capital increases, profit and loss pooling agreements, change of by-laws, formation and liquidation of group companies), • prepare resolutions on and approvals of financial statements and their nondisclosure for German group companies, • prepare and execute transborder PoAs for international participations of CO companies • provide group wide ultimate shareholder certificates, certificates of legal successions and respond to other information requests on (historical) shareholdings and mandates IT-Tools: AMI, ticket system		

Service	Short Description	Service Provider	Service Recipient
Operative Handling "Risk & Insurance"	Current Set Up: Global Insurance Programm of tkAG also covers MX group Future Set Up: tkAG together with tkMX will build up stand alone Global and Local Insurance Programms, effective 01.10.2026, wherever possible. During the transition phase, till the end of the SLA presumably 31.03.2027 tkAG will enable tkMX to manage risk and insurance on its own.	thyssenkrupp AG	tk accelis GmbH
Norms & Standardization	- Responsible for the procurement and management of all relevant standards and the tk MX wide distribution of standards within their database (UCP). - Management of all relevant norms / standards including the standards' content within the tk MX-wide standards database. The database itself is	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	hosted by tk MX. - Provision of Norm Management Tool		
Environmental data collection	The CO/Sustainability (CO/STN) department at thyssenkrupp AG is responsible for the annual collection of environmental data via an external tool "Sphera", a cloud-based tool for collecting and analyzing environmental data as part of the sustainability reporting. The aim of the environmental data collection is to publish the data in thyssenkrupp's annual report and other reporting formats. The data collected includes, for example, energy, water, and waste consumption by thyssenkrupp companies, which is entered into the Sphera tool independently by the thyssenkrupp companies. The tool consolidates the data at the group level and enables the	thyssenkrupp AG	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	creation of central environmental data reports as well as the monitoring of the respective KPIs, such as the annual reduction in CO2 intensity, which is part of thyssenkrupp's non-financial targets. The tool is managed centrally by the CO/STN department and is used by all segments. Only the costs for the IT tool are charged to the segments on a pro rata basis; all other cos		
Energy Procurement	The scope of the service includes continuous analysis of the energy market, as well as central purchasing for all tk units (large volume, incl. provision of "enPortal" platform). There are some services that are not directly visible, but are also included in the scope of service: Documentation, exchange of measuring points, etc. Team also	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	manages the topic of "Energiepreisbremse" when needed.		
Bike Leasing Programm	Governance framework agreements, management of contracting parties, organization and provision of the bike leasing program	thyssenkrupp Services GmbH	tk accelis GmbH
Payment Management & Reporting	Proving Finance Services including processing of manual payment transactions, processing of electronic payments, administration of bank accounts and provision of electronic bank account statements, such as; - eBAM (electronic Bank Account Management) - FSCM (Bank Communication Management) - Manual foreign exchange rate maintenance - National Bank reporting (automated) - National Bank reporting (manual)	thyssenkrupp Services GmbH	Jacob Bek GmbH (323101); Max Cochius GmbH (801410); tk Aerospace Germany GmbH (303213); tk accelis Plastics GmbH (323106); tk Schulte (303123); tk accelis Materials GmbH (303105); tk Materials Trading GmbH (305200); tk accelis GmbH (303124); tk Materials Processing Europe GmbH (641311); tk MillServices & Systems GmbH (324212); tk accelis Business Services GmbH (950216); tk accelis Digital Innovation GmbH (373703); pacemaker Solutions GmbH (120056); tk accelis IoT GmbH

Service	Short Description	Service Provider	Service Recipient
			(120057); tk accelis AT.PRO tec GmbH (800738); tk Facilities Services GmbH (324205); tk GfT Gleistechnik GmbH (800719); tk Plastics Austria (6361); tk Materials Austria (6360); tk Plastics Nederland (6216); tk Materials Nederland (6214); tk Materials Belgium N.V. (375251); tk Materials France S.A.S. (573200); tk Materials Ibérica S.A. (573710); tk Plastic Ibérica SLU (800244); tk Plastics Belgium N.V._S.A. (373250); tk Plastics France S.A.S. (800241); tk Aerospace UK (375153); tk Materials Poland S.A. (303109); tk Materials Processing Europe Sp. z o.o (641326); tk Materials Schweiz AG (375351); tk Materials Processing Europe S.L.U. (641328)
Central File Management	- Storage of approx. 68.000 (physical) files subject to statutory retention requirements	thyssenkrupp Services GmbH	Jakob Bek GmbH; thyssenkrupp Aerospace Germany GmbH; tk accelis AT.PRO tec

Service	Short Description	Service Provider	Service Recipient
	- Data protection-compliant destruction of files after approval by file creator (no destruction without approval) - Digitization (scanning) of documents as required - Responding to inquiries (about personnel files and legal files) - Care of the tk Materials Services art collection - Management of the company pension scheme archive, including document loans and document scanning (scope 120.000 files; from 01.10.26 tkS Pensions will be included in tkMBS)		GmbH; ehemals thyssenkrupp ESC-Willich GmbH; thyssenkrupp Facilities Services GmbH; thyssenkrupp Gft Gleistechnik GmbH; ehemals thyssenkrupp Industrial Services Holding GmbH; tk accelis Business Services GmbH; thyssenkrupp Materials Processing Europe GmbH; tk accelis GmbH; thyssenkrupp Materials Trading GmbH; tk accelis Plastics GmbH; tk accelis Materials GmbH; Max Cochius GmbH
SAP PE1.101 Real Estate database	Write access to Real Estate database for MX; database will remain available until tk Services out of service. No data maintenance will be performed by tk Services.	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
GIS / OSIRIS (Geoinformationssy stem)	Read-only access to the GIS (Geographic Information System) for MX; master data will remain available until tk Services is taken out of service. No data maintenance will be performed by tk Services.	thyssenkrupp Services GmbH	tk accelis GmbH
[Consolidation] Group Consolidation software (e.g. SAP SEM BCS "sap@kons")	Target picture: A suitable Group Consolidation software is required to prepare a stand-alone group financial statement for the tkMX sub-group. The most appropriate application within the MX IT system landscape must be identified and subsequently implemented and fit the requirements of tkAG as parent company. As part of an interim solution, tkMX shall use sap@kons for the preparation of stand-alone consolidated financial statements. The Services shall	thyssenkrupp AG	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	include: (i) the design and implementation of a dedicated consolidation structure X within the existing SAP SEM-BCS environment for MX, separate from the tk Group structure; (ii) the preparation of historical stand-alone consolidated financial data for the MX Group; and (iii) the ongoing monthly customizing and maintenance of structure X.		
Scan & Capture	Scanning of invoices and travel expanses through subcontractor - Service provided by Swiss Post Solutions - Empty the mailbox, sort mail and prepare documents for scanning - Scan and capture of paper-based or electronic invoices received in the defined postbox as specified in the business requirement document	thyssenkrupp Services GmbH	Jacob Bek GmbH (323101); Max Cochius GmbH (801410); tk Aerospace Germany GmbH (303213); tk accelis Plastics GmbH (323106); tk Schulte (303123); tk Materials Services (303124); tk accelis Materials GmbH (303105); tk Materials Trading GmbH (305200); tk Materials Processing Europe GmbH (641311); tk MillServices & Systems GmbH

Service	Short Description	Service Provider	Service Recipient
	- Comparison of scanned document with master data		(324212); tk Plastics Austria (6361)
TrustPair Tool	Risk Management Tool to prevent fraud by Bank account details Validation for Master Data: - Company Account Number Control - Banking Data Control - Pairing Data Set Validation	thyssenkrupp Services GmbH	tk accelis GmbH
Archiving and document digitization	Providing long-term archiving and digitization services for documents related to MX. Services include the archiving of images, videos and documents. Upon request, documents are retrieved, scanned and shared with MX. Indexed materials are stored and made accessible via internal databases. Archive is treated as permanent repository.	thyssenkrupp Services GmbH	Jakob Bek GmbH; thyssenkrupp Aerospace Germany GmbH; tk accelis AT.PRO tec GmbH; thyssenkrupp Facilities Services GmbH; thyssenkrupp Gft Gleistechnik GmbH; Max Cochius GmbH; tk accelis Business Services GmbH; thyssenkrupp Materials Processing Europe GmbH; tk accelis GmbH; thyssenkrupp Materials Trading GmbH; tk accelis Plastics GmbH; tk accelis Materials GmbH

Service	Short Description	Service Provider	Service Recipient
Archiving of travel expenses reports	Archiving of travel expenses reports in the Concur system: tk Services GmbH is the contractor, the Concur system and the licences are owned by tk Services GmbH. Ongoing services: · Initial nomination of selected users via e-mail · tk Services grants the relevant authorisations · New login IDs on the Global tk tenant Research activities: · Support with research upon request	thyssenkrupp Services GmbH	tk accelis GmbH
Administration of existing Corporate and Bank Guarantees	Administration of existing Corporate and Bank Guarantees which cannot be replaced by own Corporate Guarantees resp. which cannot be transferred to TKMX’s own bank guarantee facilities	thyssenkrupp AG	tk accelis GmbH
Spend Data Warehouse	Provision of IT Tool Spend Data Warehouse Service provision by tk Services until	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	31.12.2027 (fiscal year end activities)		
LkSG	SCA Tool / LkSG Support SCA Tool service provision by tk Services until 31.12.2027 (year end reporting including HSR KPI)	thyssenkrupp Services GmbH	tk accelis GmbH
DocuSign	Provision of cloud platform and process for electronic and revision proof document signatures (contract via SAP). Each Segment has agreed a minimum volume for the new contract (valid until 30.06.2026). Service extension until 30.06.2027 in alignment with tk businesses	thyssenkrupp Services GmbH	tk accelis GmbH
SAP Ariba	SAP Ariba is a central procurement platform consisting primarily of the two modules "Source-to-Contract" and "Guided Buying": - "Source-to-Contract" enables MX businesses to connect and collaborate with suppliers, conduct supplier qualification, and	thyssenkrupp Services GmbH	Jakob Bek GmbH; Max Cochius GmbH; Neomat AG; RIAS A/S; ThyssenKrupp Materials d.o.o.; thyssenkrupp Aerospace Finland Oy; thyssenkrupp Aerospace Germany GmbH; thyssenkrupp GfT Gleistechnik GmbH; thyssenkrupp Materials Australia

Service	Short Description	Service Provider	Service Recipient
	ensure compliance with regulatory requirements (e.g. supply chain law, external workforce). It also supports the negotiation and management of contracts (including audit-proof documentation and transparency), streamlines procurement processes, manages sourcing events (e.g. eAuctions), and provides insights into procurement data to drive cost savings and improve overall supply chain efficiency - "Guided Buying" represents the core platform for operational purchasing at MX and accounts for approximately 70% of the total purchasing volume tk Services will continue SAP Ariba Services for all MX entities until 31.12.2027		Pty. Ltd.; thyssenkrupp Materials Austria GmbH; thyssenkrupp Materials Belgium N.V.; thyssenkrupp Materials Bulgaria OOD; tk accelis Business Services GmbH; pacemaker Solutions GmbH; thyssenkrupp Materials IT Services India Pvt. Ltd.; thyssenkrupp Materials Ibérica S.A.; thyssenkrupp Materials Poland S.A.; thyssenkrupp Materials Processing Europe GmbH; thyssenkrupp Materials Processing Europe Sp. z o.o.; thyssenkrupp Materials Processing Europe, S.L.U.; thyssenkrupp Materials Romania S.R.L.; thyssenkrupp Materials Schweiz AG; thyssenkrupp Materials Trading Asia Pte. Ltd.; thyssenkrupp Materials Trading GmbH; thyssenkrupp

Service	Short Description	Service Provider	Service Recipient
			Materials Trading NA, LLC; thyssenkrupp Materials de Mèxico, S.A. de C.V.; thyssenkrupp Materials, LLC; thyssenkrupp MillServices & Systems GmbH; thyssenkrupp Plastics Belgium N.V./S.A.; thyssenkrupp Plastics France S.A.S.; tk accelis Plastics GmbH; tk accelis Materials GmbH; tk Materials (UK) Ltd.; TK Materials Nederland B.V.; tk Materials Hungary Zrt. (Ungarn); tk Materials Services GmbH; tk Materials NA Inc.
Consolidation & Group Reporting / Group BW	1) Provision of business warehouse (Group BW) which is based on standard reporting solution (defined by CO/CAR and based on thyssenkrupp standard KPI-Definitions; i.e. no special MX-KPI-Definitions) incl. KPI calculation, cash flow calculation, balance	thyssenkrupp AG	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	sheet, and P&L based on SAP Analysis for Office (valid for Actuals, PLX, and PBM) for Structure X. 2) Provision of estimation solution based on current tk group solution for Structure X without MX-specific enhancements. 3) Provision of SAP BW-queries as a basis for the quarterly and annual closing process. 4) Optional Services for Consolidation: tkAG may, upon written request by MX and subject to capacity availability, provide optional consolidation support in sap@kons structure A-ACT for MX. Any such support shall be limited to the specific scope mutually agreed in writing for the respective reporting cycle and shall not constitute an ongoing service		

Service	Short Description	Service Provider	Service Recipient
	obligation under this TSA.		
[CPL] Central Compliance processes and systems	Based on the existing global Compliance Management System of the thyssenkrupp AG Group, selected (IT) systems and processes will continue to be provided by thyssenkrupp AG for MX and its subsidiaries during a transitional period following the spin-off, insofar and for as long as this remains technically and organizationally feasible on the part of tkAG and/or MX.	thyssenkrupp AG	tk accelis GmbH
panda	Provision of panda system in existing setup and with current interfaces incl. hosting, maintenance and guidance/support for - Customer as part of Group HR reporting (incl. consolidation and CSRD Group Reporting) - Planning process for workforce capacities (based on Group templates)	thyssenkrupp AG	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	- Customer-internal reporting (based on Group templates) Preconditions for panda run need to be ensured locally (e.g. Power BI licensing, compliance with central network/firewall policies (e.g. F5), IAM policies (e.g. 8IDs) and financial consolidation policies (e.g. AMI))		
[Perf., Rep. & Risk Mgmt.] Risk Management System (Tool)	- IT tool for systematic risk inventory (incl Maintenance) - (Quarterly) Reporting of risk inventory results to Management/share holders - Continuous monitoring of material risks	thyssenkrupp AG	tk accelis GmbH
IAS - tkDIR - 303100-IBS-LS0038	tkAG is offering a full Identity & Access Management service to MX. One part of the overall service is the provision of a central directory for identity and access management to access AG applications	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
IAS - tkcloud.net - 303100-IBS-LS0038	tkAG is offering a full Identity & Access Management service to MX. One part of the overall service is the provision of an On-premise Active Directory domain for user and system management.	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
IAS - F5 - 303100-IBS-LS0038	tkAG is offering a full Identity & Access Management service to MX. One part of the overall service is the provision of load balancing and application delivery controller to enable the use of connected applications.	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
IAS - tkagit.com - 303100-IBS-LS0038	tkAG is offering a full Identity & Access Management service to MX. One part of the overall service is the provision of an on-premise domain for IT systems.	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Global Security - CDC - 303100-IBS-LS0033	Provision of Cyber Defense Center for monitoring and defending against security threats. The operative	thyssenkrupp Services GmbH (SL-IT Billing Services) (tkAG CDC)	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	service provider delivers cybersecurity services to the customer across the following service parts: CERT (Computer Emergency Response Team), CISO Office, Offensive Security, Security Enablement Team Contract renewed in October 2025: 303100-IBS-LS0033		
Global Security - Security Improvement Program	Global tkAG Program for continuous improvement of IT security across the tk group based on defined workpackages and action plans.	thyssenkrupp Services GmbH (SL-IT Billing Services) (tkAG CDC)	tk accelis GmbH
IAS - HRDB - 303100-IBS-LS0038	tkAG is offering a full Identity & Access Management service to MX. One part of the overall service is the provision of HR database for storing and managing personnel data.	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
[FIN] FX Hedging (incl. usage of tkAG's central	Provision of FX hedging services via tkAG, including	thyssenkrupp AG	different MX companies (moving target)

Service	Short Description	Service Provider	Service Recipient
hedging platform) – new FX Hedging	execution, risk management and use of central hedging platform, until TKMX has established own hedging capabilities.		
Applicant Tracking System (TalentLink) (ATS)	Provision of the Applicant Tracking System (ATS) (TalentLink Software)	thyssenkrupp Services GmbH	tk accelis GmbH
We.Learn / Mandatory Trainings (Pflichtschulungen)	Provision of SAP (SuccessFactors) We.Learn Tool (incl. E-Learning Adminisration Tool [EAT]), a platform providing various training programs and learnings to a company's employees Provision of mandatory trainings for tk MX [AntiKorruption / Anti-corruption, Kartellrecht / Antitrust law, Compliance im Einkauf / in Procurement, Data Protection, Compliance, Managers: Roles and Responsibilities, Fremdpersonaleinsatz (FPE), Information Security	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	(4 Bausteine/Kurse), etc.		
Insurance Policy Coordination	Central coordination of employers' liability, motor, travel and engineering inspection insurance via Aon UK for all UK GCs incl. tkM-UK.	thyssenkrupp UK plc	thyssenkrupp Materials (UK) Ltd.; Steelbuy Ltd.
Phone Contract Management	Central coordination of the corporate Vodafone contract for all UK GCs incl. tkM-UK, including cost recharging.	thyssenkrupp UK plc	thyssenkrupp Materials (UK) Ltd.; Steelbuy Ltd.
Life Assurance Benefits	Central coordination of employee life assurance benefits and administration of claims for all UK GCs incl. tkM-UK.	thyssenkrupp UK plc	thyssenkrupp Materials (UK) Ltd.; Steelbuy Ltd.
Employee Share Purchase Scheme Administration	Central administration of the employee share purchase scheme for all UK GCs incl. tkM-UK.	thyssenkrupp UK plc	thyssenkrupp Materials (UK) Ltd.; Steelbuy Ltd.
Packaging Tax Compliance Service	Central collation and submission of packaging data for all UK GCs incl. tkM-UK, including recharging of packaging tax costs.	thyssenkrupp UK plc	thyssenkrupp Materials (UK) Ltd.

Service	Short Description	Service Provider	Service Recipient
Beistellleistung: SAP Systems MX - OCR Invoice Scanning - 303100-WO-0003B	Provision of SAP Systems OCR Invoice Scanning as "Beistellleistung" for the general provision of services under the Realcore contract Seeburger Lizenznutzung	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: Digitalization RPA	Provision of RPA Systems for robotic process automation to automate repetetive business processes as "Beistellleistung" for the general provision of services under the Realcore contract UiPath	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: SAP Systems MX - SAP Basis - SAP Enterprise Thread Detection	Provision of SAP Systems SAP Enterprise Thread Detection as "Beistellleistung" for the general provision of services under the Realcore contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: SAP System MX - SAP Business Technology Platform (SAP BTP)	Provision of Cloud platform for integration, development, and extension of SAP application as "Beistellleistung" for the general provision of	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	services under the Realcore contract Credits für die Nutzung der SAP BTP		
Beistellleistung: SAP System MX - SAP EAI Service - EAI Run/Build Services (MX)	Provision of operation and development of interfaces and integration services in SAP MX as "Beistellleistung" for the general provision of services under the Realcore contract Hosting des Systems DXC	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: SAP System MX - SAP GRC Service - GRC Access Management Operations	Provision of management of user access and authorizations in SAP as "Beistellleistung" for the general provision of services under the Realcore contract Hosting Access Management	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: SAP System MX - SAP Masterdata Services (Master Data Management - Operational Partner Data)	Provision of management and maintenance of business partner master data as "Beistellleistung" for the general provision of services under the	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	Realcore contract D&B, Dun und Bradstreet, ist als externe Datenbank zu Geschäftspartnerinformationen angebunden		
Beistellleistung: SAP System MX - Seeburger Purchase to Pay Service (incl. licenses)	Provision of EDI-based purchase-to-pay process including licenses as "Beistellleistung" for the general provision of services under the Realcore contract Seeburger Lizenznutzung	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
internal Job Board / Job Compass	Provision and maintenance of Job Compass Tool (including content) and internal Job Board including technical project management and optimization of the board (e.g. also legal requirements) and the candidate experience	thyssenkrupp AG	tk accelis GmbH
Global Career Sites / external Job Board	Provision and maintenance of global career sites and global external job board for all BAs and Regions; also included here are content	thyssenkrupp AG	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	provision and updates, as well as optimization of the board (e.g. also legal requirements) and the candidate experience		
Placement Process - "Konzernbetriebsvereinbarung"	The placement work is based on the combined work agreement "Konzernbetriebsvereinbarung zum Konzernarbeitsmarkt des thyssenkrupp Konzerns" which is valid for all tk Business Area's in Germany. Provides the network as well as placement tool profile hub and further instruments of the internal job market portfolio.	thyssenkrupp AG	tk accelis GmbH
Network - iVPN-Verbindungen Arvato - 303100-IBS-LS0038	IVPN-Anbindung mit Arvato Systems, jeweils ein iVPN, 2 Mbit, Router, Access/ Peering und Monitoring. Ist im Wave 3 Vertrag mit der TK Services enthalten Nichts separat notwendig	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
kampus Services - Monitore & Docking Stations - 303100-IBS-LS0038	Provision and support of monitors and docking stations at Ruhr-Tech-kampus	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
kampus Services - Printer - 303100-IBS-LS0032	Provision and maintenance of printer hardware via XEROX contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Network - LAN Service - 303100-IBS-LS0038	Wide area network connecting global locations Network Infrastructure Services Operation support on network infrastructure, including Local Area Network (LAN) services (e.g., switchers and routers) and related connectivity solutions.	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Network - Global Network - 303100-IBS-LS0031	Global network infrastructure connecting all locations Network Infrastructure Services Operation support on network infrastructure, including Local Area Network (LAN) services (e.g., switchers and routers) and related connectivity solutions.	thyssenkrupp Services GmbH (SL-IT Billing Services) (tkAG ATO)	tk accelis GmbH
M365 Services - SMTP Backbone -	Network Infrastructure Services	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
303100-IBS-LS0038	Operation support on network infrastructure, including Local Area Network (LAN) services (e.g., switchers and routers) and related connectivity solutions.	(SL-IT Billing Services)	
kampus Services - Managed Printer Service - 303100-IBS-LS0032	Centrally managed printing services including operation and maintenance based on XEROX contract at Ruhr Tech kampus	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Global Contract - Service Now Licenses & Hosting - 303100-WO-0019B	Charge-through of licenses based on central AG-owned contract with ServiceNow (contract runs until end of November 2026)	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Pension Governance & Guidelines Support and pension specialist expertise	Governance & Guidelines of Pensions Environment: Functional coordination and risk management of the various pension commitments, pension M&A support	thyssenkrupp AG	tk accelis GmbH
Network - tkANNE - 303100-IBS-LS0036	tkANNE Administration refers to the administration of the company's own domains and	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH; tk accelis Business Services GmbH (tkMBS)

Service	Short Description	Service Provider	Service Recipient
	includes the optimization of registered domains with regard to brand and company names, as well as the top-level domains of thyssenkrupp's relevant markets. Service types: tkANNE SSL Certificate Administration & Registration Domain Services and SSL Certificates.		
Provision of Governance Framework for RMS & ICS	Provision of Governance Framework for Risk Management System and Internal Control System	thyssenkrupp AG	tk accelis GmbH
Global Contract - OneCell / mobile Telefonie - 303100-IBS-LS0034	Contract for mobile communication services for six European countries The MS Teams tenant used by the customer must be connected to the tkS SBC (Session Border Controller) in order to use the "MS Teams Telephony" service. In addition, the customer's local telephone system can also be	thyssenkrupp Services GmbH (SL-IT Billing Services)	thyssenkrupp Materials IoT GmbH; thyssenkrupp Materials GmbH; tk accelis Materials GmbH; thyssenkrupp Aerospace Germany GmbH; thyssenkrupp Materials Trading GmbH; Jacob Bek GmbH; tk accelis Plastics GmbH; thyssenkrupp MillServices; thyssenkrupp Materials

Service	Short Description	Service Provider	Service Recipient
	connected to the SBC to enable hybrid use of a number range (e.g. 0201-844-XXXXXX). This specification of services replaces and supersedes the previous specifications of services of the following entities accordingly: - 303100 – tk accelis GmbH - 120056 – thyssenkrupp DataflowWorks GmbH - 303100 – tk accelis Materials GmbH - 305200 – thyssenkrupp Materials Trading GmbH - 323106– tk accelis Plastics GmbH - 800719 – thyssenkrupp GfT Gleistechnik GmbH - 800738 – tk accelis AT.PRO tec GmbH MVO: confirmation only for Materials		Processing; thyssenkrupp Materials (UK); thyssenkrupp Materials Nederland; thyssenkrupp Materials Iberica S.A.; thyssenkrupp Plastic Ibérica SLU; thyssenkrupp GfT Gleistechnik GmbH; thyssenkrupp Materials Business Services; Max Cochius GmbH; PALMETAL

Service	Short Description	Service Provider	Service Recipient
	Services GmbH possible, as all others are routed directly to GCs and contracts unknow by MX/ITG		
kampus Services - tkMBS (Print + Network)	Combined print and network services for tkMBS	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis Business Services GmbH (tkMBS)
Beistellleistungen - Global Security - CryptShare - 303100-WO-0014B	Application/Utilization of Cryptshare	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
kampus Services - Netzwerk (Ports + WLAN-SSIDs) - 303100-IBS-LS0038	Provision and management of network access and Wi-Fi at ruhr-tech kampus	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: HR System MBS - SAP Basis - Hosting & Support, Archive	Provision of Operation, support, and archiving of HR SAP systems as "Beistellleistung" for the general provision of services under the Realcore contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis Business Services GmbH (tkMBS)
Beistellleistung: SAP Group Systems - EAI - 303100-WO-0024B	Provision of central integration platform for data exchange between systems as "Beistellleistung" for the general provision of services under the Realcore contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: SAP Group Systems - FSCM - 303100-WO-0025B	Provision of Financial Supply Chain Management for controlling	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	financial processes as "Beistellleistung" for the general provision of services under the Realcore contract		
Beistellleistung: SAP Group Systems - GRC - 303100-WO-0006B	Provision of governance, risk, and compliance solutions as "Beistellleistung" for the general provision of services under the Realcore contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: HR System MBS - Systemlandschaft P89 Hosting & Support	Provision of operation and support of HR system landscape P89 as "Beistellleistung" for the general provision of services under the Realcore contract As of 1 October, the status of P89 is in an archive system; consequently, there has been a change to the scope and the cost basis.	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis Business Services GmbH (tkMBS)
Beistellleistung: HR System MBS - GRC Access Management	Provision of SAP GRC (Governance, Risk, and Compliance), an integrated solution that helps organizations effectively manage risk, ensure	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis Business Services GmbH (tkMBS)

Service	Short Description	Service Provider	Service Recipient
	regulatory compliance, and maintain good governance practices across their business processes as "Beistellleistung" for the general provision of services under the Realcore contract		
Beistellleistung: HR System MBS - EPA (SaaS) Migration und Betrieb für tkMBS	Provision of migration and operation of a SaaS-based HR solution as "Beistellleistung" for the general provision of services under the Realcore contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis Business Services GmbH (tkMBS)
Beistellleistung: SAP Group Systems - SolMan (Solution Manager) - 303100-WO-0005B	Provision of a central tool for SAP application lifecycle management as "Beistellleistung" for the general provision of services under the Realcore contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Beistellleistung: SAP System MX - SAP GRC Service - GRC Process Control - 303100-WO-0006B	Provision of monitoring and control of business processes for compliance as "Beistellleistung" for the general provision of services under the Realcore contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
Beistellleistung: SAP Group Systems - Group BW - 303100-WO-0004B	Provision of SAP group systems as "Beistellleistung" for the general provision of services under the Realcore contract	thyssenkrupp Services GmbH (SL-IT Billing Services)	tk accelis GmbH
Entgeltabrechnung (innerdeutsch)	- Accurate payroll processing in compliance with legal, tax, social security, collective and company regulations including pension scheme administration - End-to-end payroll management with statutory reporting, data protection, internal controls, quality assurance and mass data handling using Batch Input and LSMW - Long-standing cross-company payroll expertise combined with direct and personal employee support without hotlines	tk accelis Business Services GmbH (tkMBS)	thyssenkrupp AG
Entgeltabrechnung (Pfändungen)	Review, calculation, administration and transfer of attachable amounts including third-party debtor declarations and regular verification of	tk accelis Business Services GmbH (tkMBS)	thyssenkrupp AG

Service	Short Description	Service Provider	Service Recipient
	garnishment amounts.		
Expresstickets - Andere	Handling of express service requests (other)	tk accelis Business Services GmbH (tkMBS)	thyssenkrupp AG
Expresstickets - Eintritte	Handling of express service requests (entries)	tk accelis Business Services GmbH (tkMBS)	thyssenkrupp AG
Haufe Zeugnis Manager	Creation and management of employee references	tk accelis Business Services GmbH (tkMBS)	thyssenkrupp AG
Maia	Provision of Maia Tool and support	tk accelis Business Services GmbH (tkMBS)	thyssenkrupp AG
Bereitstellung technischer Schnittstellen	Custom interfaces for customer specific requirements including: - External: interfaces to: Printing service provider, customer specific interfaces, time management tools. customers - Internal: org.manager, tkDirectory, Pensions, tk internal parts, employee information tool (Panda), working time account tools, travel expenses tool	tk accelis Business Services GmbH (tkMBS)	thyssenkrupp AG
kampus Services - Telephony Service (844er	The customer’s MS Teams tenant must be connected to the	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
Rufnummern) - 303100-IBS-LS0039	tkS SBC (Session Border Controller) in order to use the "MS Teams Telephony" service at ruhr-tech kampus In addition, the customer's local PBX can also be connected to the SBC to enable hybrid use of a phone number range (e.g., 0201-844-XXXXXX).	(SL-IT Billing Services)	
Finance Services	Provision of services related to annual financial statements and fiscal-year closing activities.	thyssenkrupp France S.A.S.	thyssenkrupp Plastics France S.A.S.
Canto Tool	Provision and operation of the Canto Digital Asset Management (DAM) platform for the centralized storage, organization, and distribution of digital assets across the organization. The service enables secure management and access to images, videos, presentations, marketing materials, and other digital content through a searchable	thyssenkrupp AG	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	platform. Key functionalities include metadata and tag management, version control, role-based access management, and external sharing capabilities. The platform supports collaboration and content approval workflows for marketing and communication activities. The service also includes user administration, platform maintenance, and support		
Executive Board Contracts & Compensation	Consultancy for supervisory board on EB compensation and contractual matters, especially: -Design of compensation (level & structure) -Drafting/design of contracts -Support in contract negotiations (including terminations) Service does not include: -General operational day-to-day HR support &	thyssenkrupp AG	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	management - Execution/processing of compensation elements (esp. STI- & LTI-plans) -Compilation of annual compensation report		
Market Index Service (MIS)	The Market Index Service MIS is a service provided and maintained by tkS SL-PSM. Utilizing 3rd party resources and online platforms, currently IHS Markit, tkS/SL-PSM makes indices and supply market analyses / reports available to tk businesses. Indices are updated on a monthly basis and include monthly, quarterly or yearly average prices for over 4.000 commodities, components, energy and labor cost, with regional or country differentiation. Accessible features also include country risk analysis, a "commodity price watch" providing additional	thyssenkrupp Services GmbH	tk accelis GmbH

Service	Short Description	Service Provider	Service Recipient
	information about markets and prices for major commodities, plus industry sector analysis. Moreover, Customers can participate in general and individualized Analyst Calls with IHS Market, set up by tkS SL-PSM.		
Strategic Procurement - Travel Management (Travel Management Customer Care Center)	Provision of travel management services from "Customer Care Center" located in Gdańsk; operational support for Travel Management services delivered from tkMBS.	tk Group Services Gdansk Sp. z o.o.	tk accelis Business Services GmbH
Strategic Procurement - Travel Management (Travel Data Warehouse)	Provision of a SCA-tool based (Travel Data Warehouse) solution supporting Travel Management analytics and reporting within SAP Analytics cloud. Service provided by SL PSM (tk Services)	thyssenkrupp Services GmbH	tk accelis Business Services GmbH

Annex 17.1 to the Framework Agreement

Continued applicability of Existing tk Group Policies (each in the version applicable on the date of signing this Framework Agreement)

No.	Function		tk Group Policy	Note
	tkAG	tk accelis		
1.	CAR	CAR	Group Regulation Investments	tkAG intends to issue a new group policy which reflects the intended spin-off of tk accelis through a greater degree of freedom; the current group regulation continues to apply until the new group policy has been issued and adopted by the tk accelis Subgroup.
2.	CAR	CAR	Group Regulation Risk and Internal Control (RIC)	tkAG intends to issue a new group policy which reflects the intended spin-off of tk accelis through a greater degree of freedom; the current group regulation continues to apply until the new group policy has been issued and adopted by the tk accelis Subgroup.
3.	CAR	CAR	Group Operating Instruction Audit Engagements	
4.	CAR	CAR	Group Operating Instruction Impairment Testing	
5.	CAR	SRM	Group Operating Instruction Risk Inventory	tkAG intends to issue a new group policy which reflects the intended spin-off of tk accelis through a greater degree of freedom; the current group operating instruction continues to apply until the new group policy has been issued and adopted by the tk accelis Subgroup.
6.	CAR	SRM	Group Operating Instruction Internal Control System	tkAG intends to issue a new group policy which reflects the intended spin-off of tk accelis through a greater degree of freedom; the current group operating instruction continues to apply until the new group policy has been issued and adopted by the tk accelis Subgroup.
7.	CAR	CAR	Group Operating Instruction IFRS Policies for the 2014/2015 to 2025/2026 financial years	
8.	CAR	CAR	Group Operating Instruction Accounting according to the German Commercial Code (*HGB*) Instructions dated September 2017 until and including September 2026	Continues to apply until the segment adopts its own rules and regulations

No.	Function		tk Group Policy	Note
	tkAG	tk accelis		
9.	FIN-RI	FIN-RI	Group Operating Instruction Insurances and Insurance-related Risk Management	The GOI no longer applies once the “Risk Management, Insurance (incl. tk’s global insurance programs)” service provided for in the SLA terminates.
10.	FIN-RI	FIN-RI	Group Operating Instruction Business Continuity Plan (BCP)	The GOI no longer applies once the “Risk Management, Insurance (incl. tk’s global insurance programs)” service provided for in the SLA terminates.
11.	FIN-RI	FIN-RI	Group Operating Instruction Fire Protection Systems	The GOI no longer applies once the “Risk Management, Insurance (incl. tk’s global insurance programs)” service provided for in the SLA terminates.
12.	FIN-RI	FIN-RI	Group Operating Instruction Use of Hydraulic Hose Lines	The GOI no longer applies once the “Risk Management, Insurance (incl. tk’s global insurance programs)” service provided for in the SLA terminates.
13.	HRM	HRM	Group Operating Instruction Long-Term Incentive Plan 2022/23 FY (LTI 13), 2023/24 FY (LTI 14) as well as 2024/25 FY (LTI 15)	Continues to apply until the relevant tranche has been settled (early, if applicable) and paid to plan participants at tk accelis.
14.	HRM	L&C	Group Operating Instruction Use of External Staff Germany	Continues to apply until the segment adopts its own rules and regulations or, in the case of the HR-related further compliance matters (use of external staff and occupational safety & health), continues to apply until a delegation resolution has been passed and – with regard to occupational safety & health – adequate own rules and regulations have been adopted and implemented. The Group Regulation Company Pension Plan continues to apply only until 30 September 2026. The GOIs regarding occupational pension continue to apply permanently (but at least until 30 September 2026), but may be replaced by own rules and regulations as of 1 October 2026; in that case, they will cease to apply as of
15.	HRM	HRM	Group Regulation Company Pension Plans	
16.	HRM	HRM	Group Operating Instruction Classification for Pension Commitments of the Pension Association *Essener Verband*	
17.	HRM	HRM	Group Operating Instruction Division Equalisation Policy regarding the Adjustment of Pension Rights (*Teilungsrichtlinie zum Versorgungsausgleich*)	
18.	HRM	HRM	Group Operating Instruction Insurance-based (External) Occupational Pension Options	
19.	HRM	HRM	Group Operating Instruction German Occupational Pension Commitments in Employment Relationships with a Cross-border Context	
20.	HRM	OSH	Group Regulation Occupational Safety and Health	
21.	HRM	OSH	Group Policy Occupational Safety and Health Policy	
22.	HRM	OSH	Group Operating Instruction Management Handbook Occupational Safety and Health	

No.	Function		tk Group Policy	Note
	tkAG	tk accelis		
23.	HRM	OSH	Instruction Senior Employee Check Up	the date of the tk accelis rules and regulations taking effect.
24.	TAX	TAX	Group Operating Instruction Pillar 2	
25.	TAX	TAX	Group Operating Instruction Tax Compliance Management System for Spun-off Segments	At the time the Framework Agreement is concluded, the group operating instruction is available as a draft only and will be finalised in a timely manner.
26.	L&C	L&C	Group Regulation Insider Law	
27.	CDC	ISC	Group Policy Information and Cyber Security	
28.	CDC	ISC	Group Regulation Information and Cyber Security	
29.	CDC	ISC	Group Operating Instruction Minimum Security for Microsoft Cloud Services	
30.	CDC	ISC	Group Operating Instruction Cyber Security Emergency Management (including Annex 1 – Work Environment for Cyber Security Emergencies)	
31.	CDC	ISC	Group Operating Instruction Cyber Security Detection Tools & Minimum Protection Requirements	

Annex 18.4 to the Framework Agreement
Requirements for the CMS

The CMS should have at least the following content elements:

1. measures to establish an appropriate compliance culture, such as regular relevant announcements by the executive board, the supervisory board and managing employees (*leitende Angestellte*) to the employees;

2. compliance objectives aimed at ensuring compliance with all statutory provisions relevant to the entity as well as intra-entity rules;

3. risk assessment of all compliance issues covered at regular intervals;

4. a compliance programme based on risk assessment results. The compliance programme includes binding rules for all employees, such as a code of conduct and ethics, guidelines, controls, communication measures, a compliance training programme, compliance advice for employees and integration of compliance measures into the business processes;

5. a compliance organisation equipped with sufficient human and operational resources that reports to tk accelis Group's chief compliance officer as a general rule. The chief compliance officer, in turn, reports directly to tk accelis Management AG's executive board;

6. a compliance reporting system that provides for, in particular, regular and event-driven reports to tk accelis Management AG's executive board on non-compliance and aspects suggesting potential severe non-compliance and at least semi-annual reports to tk accelis Group's supervisory board on material developments or identified weaknesses of the CMS and on particularly significant non-compliance; and

7. ongoing monitoring of the appropriateness and efficiency of the CMS, including through audits carried out without specific reasons and ad hoc investigations, a whistleblowing system and close consultation with its internal audit function. The CMS is to be adapted on an ongoing basis – in particular if weaknesses are identified.

Annex 19.9 to the Framework Agreement

Touchpoints agreed

<table>
<tr><th rowspan="2">Touchpoint name</th><th rowspan="2">Content/scope of Touchpoint</th><th colspan="2">Function</th></tr>
<tr><th>tkAG</th><th>tk accelis</th></tr>
<tr><td>Co-ordination and information on audit planning</td><td>Prior to the resolution being passed by tk accelis Group’s executive board, the provisional audit planning will be co-ordinated between CO/AUD and AC/AUD (e.g. in a regular monthly meeting (Jour Fixe)).

The final audit planning will be made available to CO/AUD after the resolution has been passed by tk accelis Group’s executive board.

Subject to the reporting on special items (see “Internal audit special items” Touchpoint), CO/AUD does not need to be informed in advance of special audits conducted by AC/AUD or external service providers; however, special audits are part of the regular reporting (see “Audit results” Touchpoint).

AC/AUD will provide CO/AUD with the scope of the audit and an explanation of the risk classification, which form the basis for the audit planning, including changes in the scope of the audit compared to the last financial year and changes in the risk classification.</td><td>AUD</td><td>AUD</td></tr>
<tr><td>Audit results</td><td>Monthly and quarterly reporting by AC/AUD to CO/AUD with at least the following content:
• Status quo of the audit plan and special audits
• Assessment of the findings, assessment of the audits and recurring findings
• Status of the follow-up measures
• Time to market, i.e. period between the completion of the audit and the final publication/delivery of the report
• Obstacles encountered when conducting audits, such as restrictions on the scope of the audit, delayed access to information and interventions by management, etc.
The “Internal audit special items” Touchpoint applies to reporting on special items.</td><td>AUD</td><td>AUD</td></tr>
</table>

Touchpoint name	**Content/scope of Touchpoint**	**Function**	
		tkAG	**tk accelis**
Internal audit special items	Special items that are of significance to tkAG or the entire tk Group must – as soon as they are identified – be reported to CO/AUD without undue delay (*unverzüglich*). In particular, "Red Reports" are to be made available without undue delay; until further notice, other reports in accordance with clause 18.12.3 will be provided by AC/AUD to CO/AUD solely at tkAG's request.	AUD	AUD
Regular exchange between CO/AUD and AC/AUD	• Monthly meeting between AC/AUD and CO/AUD in which they discuss the current status of the audits and the audit items that are of relevance to the group • Quarterly meeting between AC/AUD, CO/AUD and the audit functions of the other segments in which they discuss the following topics in particular: strategy, methods, instruments, submissions and amendments, current requirements, key topics, knowledge transfer, statistics and joint initiatives	AUD	AUD
Quality assessment	• AC/AUD will conduct an internal quality assessment (iQA) annually and an external quality assessment (eQA) every 5 years • The results of the quality assessments will be forwarded to CO/AUD	AUD	AUD
Co-ordination on the implementation of amendments to Global Internal Auditing Standards (GIAS)	In the case of amendments to the Global Internal Auditing Standards (GIAS), AC/AUD will co-ordinate with CO/AUD before implementation in order to ensure implementation in accordance with professional standards.	AUD	AUD
Fraud reporting	Cases of fraud or specific cases of suspected fraud that, in an individual case, cause (potential) damage of more than €100,000 to tk accelis Group or entities of the tk accelis Subgroup are to be reported to CO/AUD without undue delay. In addition, CO/AUD is to be informed of the measures taken to investigate occurrences of fraud as well as of the definition and implementation of measures to prevent recurrence as part of the regular exchange of information.	AUD	AUD

Touchpoint name	Content/scope of Touchpoint	Function	
		tkAG	**tk accelis**
IT systems	For tax reporting purposes, tkAG will define the target system to which the tk accelis Subgroup must submit the required and agreed data in the future. If the tk accelis Subgroup wishes to use another IT system than tkAG for its own needs in the future, tk accelis Group is to ensure that it continues to provide the information and/or data to be made available in tkAG's relevant IT systems or, with consent, provides the information and/or data to be made available in a way that is compatible with tkAG's relevant IT system.	TAX	TAX
Ad hoc reporting on legal & compliance matters	Ad hoc reporting on • information that may be of significance to the tk Group in relation to all legal and compliance matters, • such as legal disputes, searches, official proceedings, relevant/significant findings made in compliance audits/information on irregularities (e.g. from whistleblowing reports) that (i) are relevant to the group in terms of reputation or (ii) potential damage or that (iii) are directed against current members of the executive board or against the legal & compliance function of the subgroup.	L&C	L&C
Quarterly reporting of relevant legal and compliance matters	• At least quarterly reporting on information prepared for the supervisory board's audit committee or for the supervisory board or for the external auditor of tk accelis Group, such as quarterly compliance reports, C&A reports • Reporting in accordance with tkAG's requirements/formats on legal and compliance aspects that are part of tkAG's external and internal reporting (including e.g. relevant official proceedings, identified compliance violations, legal disputes and KPIs such as the number of trained employees and coverage rates, e.g. as part of CSRD reporting) • Obligation to enter legal disputes and official proceedings relevant to the tk Group – including	L&C	L&C

Touchpoint name	Content/scope of Touchpoint	Function	
		tkAG	**tk accelis**
	impending legal disputes – into the CAT system (and any successor systems) • Participating in maturity assessments of the CMS system (e.g. self-assessments) conducted by tkAG		
Capital markets disclosure	Support by tk accelis Group in responding to enquiries from shareholders and analysts and support in reporting (e.g. comments/messages on charts)	IRM	IRM
Capital markets events	Support by tk accelis Group in tk accelis-specific questions at the general meeting, at a capital markets day or at other capital markets events of tkAG that are of relevance to tk accelis	IRM	IRM
Forecasting	Quarterly co-ordination on the system, methodology and content of forecasting for the tk accelis Subgroup	IRM	IRM
Quarterly and year-end external IFRS reporting	Continuously providing information and supporting the tkAG processes that are relevant for quarterly and year-end external reporting (including, but not limited to, impairment testing, IFRS 9 accounting, pension accounting, M&A projects, notes to the financial statements, management report ("*Lagebericht*"))	CAR	CAR
Quarterly and year-end audit by tk group auditor	Obligation to participate in quarterly alignment calls ("*Quartalsgespräche*") with the tk group auditor	CAR	CAR
Audit engagements	Participating in alignment on co-ordination matters relating to the tk group-wide audit engagement (e.g. regarding fee caps, white lists, etc.)	CAR	CAR
Company information participation database	Providing all corporate, economic and legal structures of the individual entities and investments of the group and other information with respect to the individual entities in the participation management information system (AMI or successor tools) according to tkAG's specifications and schedule; any changes in setup, such as management structure, additional management IDs, additional legal entities etc. or services, must be addressed with prior notice	CAR/ L&C	CAR/ L&C

Touchpoint name	**Content/scope of Touchpoint**	**Function**	
		tkAG	**tk accelis**
Reporting	Providing any relevant information for consolidated financial reporting of the thyssenkrupp group (monthly, quarterly, and annual financial statements) in accordance with IFRS in the form and at the dates set out in the most recently published cover letter and timetable provided by tkAG CO/CAR. The report is subject to the thyssenkrupp Accounting Manual, Part I (Accounting IFRS) (*thyssenkrupp Rechnungslegungshandbuch, Teil I (Rechnungslegung IFRS)*), as amended. The entity needs to make available the requested complete data and information for all management IDs attributable to a legal entity in the thyssenkrupp consolidation system, according to the target system defined by tkAG (currently SAP@Cons), in good time and good quality. tk accelis Group is responsible for providing any additional information relating to the financial statements in good time.	CAR	CAR
Pillar 2 Touchpoints	Providing any relevant information for the consolidated Pillar 2 reporting of the thyssenkrupp Group pursuant to the Pillar 2 Directive, as amended, and at the dates set out in the most recently published cover letter and timetable provided by tkAG CO/CAR. The reporting is subject to the Group Operating Instruction Pillar 2 according to tkAG's stipulations regarding the schedule, requirements and formats. The entity needs to make available the requested complete data and information for all SAP@Cons management IDs attributable to a legal entity in the thyssenkrupp consolidation system, referred to as SAP@Cons, in good time and good quality (or any successor system with corresponding IDs). tk accelis Group is responsible for providing any additional information relating to the financial statements in good time.	CAR	CAR
Operational planning	Participation in annual operational planning according to tkAG's stipulations regarding the schedule, requirements, formats as well as participation in meetings, i.e. in particular: • preparing financial planning in the tk planning tool within defined time frames	CAR	CAR

Touchpoint name	**Content/scope of Touchpoint**	**Function**	
		tkAG	**tk accelis**
	• complying with tk planning assumptions (planning handbook etc.) • taking into account further planning guidelines provided by tkAG • participating in scheduled planning meetings including meeting preparation along required tk formats		
Planning update	Participation in midyear planning (if required by tkAG)	CAR	CAR
Monthly estimations	Participation in monthly estimations according to tkAG's schedule, requirements, tools and formats, i.e. in particular: • preparing financial planning in the tk estimation tool within defined time frames	CAR	CAR
Controlling meetings	• Participation of tk accelis management in, as a general rule, quarterly controlling meetings (QFR); at tkAG's request, the frequency of the controlling meetings may be increased to monthly • Providing corresponding financial and operational information according to tkAG's standard reporting formats for these meetings • If required by tkAG, participation in preparatory meetings at working level prior to QFR	CAR	CFO
Actuals flash	Participation in monthly actuals flash reporting according to tkAG's schedule, requirements, tools and formats	CAR	CAR
Co-ordination on special items	Participation in ad hoc co-ordination with tkAG on special items that are relevant to tkAG or the group according to tkAG's schedule, requirements, tools and formats	CAR	CAR
RMS (risk inventory) and ICS (internal control system)	Reporting on the risk inventory and on the internal control system according to tkAG's schedule, requirements, tools and formats	CAR	CAR
Ad hoc requests/analyses	Timely response to ad hoc requests for information/analyses by tkAG independent of standard processes and meetings, provided that	CAR	CAR

Touchpoint name	Content/scope of Touchpoint	Function	
		tkAG	**tk accelis**
	tkAG has a legitimate interest in this and taking into account an appropriate framework, as well as subject to this being legally permissible		
Performance programme (e.g. APEX)	• Co-ordinating/exchanging information on implementing performance programmes • Providing information in accordance with tkAG's programme guidelines regarding process, timeline and contents of performance programmes • Providing additional/more detailed information regarding key performance indicators upon request/on an ad hoc basis	CAR	TVC
IT security reporting	Providing to tkAG the information required for IT security reporting to tkAG's executive board and supervisory board	ITS	IT
IT budget reporting	Providing to tkAG the information required for IT budget reporting to tkAG's executive board and supervisory board	ITS	IT
IT licensing information	Providing IT licensing information regarding, in particular, SAP and Microsoft in cases where tk accelis Group obtains licences under the framework agreements that apply throughout the Overall tk Group	ITS	IT
HR reporting	Providing any relevant data and information for HR reporting and HR reporting of the thyssenkrupp group (monthly, quarterly and annual reporting) in compliance with the - scope, structure, form and systems (cf. data repository), - definitional framework (cf. list of key performance indicators), - quality (own measures for assuring quality and documenting validations) - and in accordance with the deadlines (cf. timeline) stipulated by tkAG.	HRM	HRM

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<tr><th rowspan="2">Touchpoint name</th><th rowspan="2">Content/scope of Touchpoint</th><th colspan="2">Function</th></tr>
<tr><th>tkAG</th><th>tk accelis</th></tr>
<tr><td></td><td>The data to be provided also comprises the OSH data required for or requested by tkAG, including in particular
accidents at work and accident frequency rate (AFR) on a monthly basis and for each group entity
illness rate on a monthly basis and for each group entity
CSRD reporting, such as
number of occupational illnesses
fatalities due to occupational illnesses
working days lost due to occupational illnesses
scope of application of the OSH management system
certification of the OSH management system
In addition to legally required data and information, the relevant data and information also comprise strategically relevant data and information (e.g. FTE planning, restructuring, occupational safety & health, pensions and many others).

The following preventive key performance indicators are currently recorded:
number of high potential incidents (HPIs), serious accidents and on-site safety inspections on a quarterly basis
target for on-site safety inspections per financial year
accident classification data in accordance with the respective systems’ requirements for each group entity
health KPIs on an annual basis for each financial year (as required by the annual OSH report) and for each group entity:
number of health promotion activities in x/6</td><td></td><td></td></tr>
</table>

Touchpoint name	Content/scope of Touchpoint	Function	
		tkAG	**tk accelis**
	• employees with EAP access in % • number of first aiders Data collection will be limited to the data required for the future financial holding company (target structure) (focus on CSRD data). The preventive KPIs going beyond CSRD reporting (see above) will be phased out as the transformation proceeds. In addition, targets and data are the responsibility of tk accelis OSH and will be defined and further developed under the authority of the future tk accelis OSH Management Manual as to their structuring.		
Reporting on work-related incidents	A reporting chain which ensures that serious and fatal accidents at work/en route are immediately reported to tkAG's group CHRO and to the Corporate OSH department is to be defined for serious and fatal accidents. Once the Corporate OSH department has been closed, such accidents will only need to be reported to the group CHRO.	HRM	HRM
HRD and CHRO meetings and technical committees/councils (e.g. OSH)	Participation in, as a general rule, monthly co-ordination and exchange of information on HR-related topics as well as statutory and mandatory topics of the group bodies with tkAG according to tkAG's schedule, requirements, tools and formats. Participation of the tk accelis Subgroup in technical committees/councils; decisions and management review of these committees/councils are not binding for the tk accelis Subgroup. The format of the meetings will be adjusted as the transformation proceeds.	HRM	HRM
Ad hoc requests/analyses	Timely response to ad hoc requests that are relevant to the group or tkAG, where required also including dialogue on segment data or current HR topics, independent of standard processes and meetings/discussions, also at expert level. This includes, in particular, the group CHRO being personally informed by the segment CHRO about relevant HR topics and key performance indicators.	HRM	HRM

Touchpoint name	Content/scope of Touchpoint	Function	
		tkAG	**tk accelis**
Informing and reporting to the CHRO	Through regular reporting and information to be provided as needed, tk accelis Group ensures that the group CHRO/Labor Director of the tk Group can meet the group management obligations allocated to his (statutory) role.	HRM	HRM
Pension management	• Announcing planned measures regarding the introduction of new pension plans or the adjustment of existing ones • Support by tk accelis on pension/(asset) management topics, inter alia regarding the pension plan of thyssenkrupp UK Plc.	HRM HRM / FIN	HRM HRM / FIN
ESG reporting	Reporting on statutory sustainability requirements, in particular non-financial reporting (“sustainability reporting”), including the corresponding recording of information and evidence required for tkAG’s reporting obligations. In particular, this comprises data for reporting on CSRD/ESRS and on the EU taxonomy. The information and evidence are recorded as part of the annual collection of environmental and sustainability data using the relevant tools applied throughout the group and in line with market practice and the tk Group’s established standards.	STN	SRM
ESG standards and definitions	Annual co-ordination on uniform ESG standards and definitions, which are also to be used for sustainability reporting in the tk accelis Subgroup in the interests of communicating externally with one voice, as well as mutual notification if established standards or definitions have changed during the year or if it becomes apparent that these standards or definitions are likely to change before the next annual co-ordination meeting	STN	SRM
Ad hoc ESG requests	At tkAG’s request: supporting tkAG in responding to requests from investors, NGOs and other stakeholders.	STN	SRM
Strategy process	Participation in the strategy process (currently known as the annual “playbook process”) in accordance with tkAG’s stipulations with regard to schedule, frequency, requirements and formats, as well as participation in meetings and annual co-ordination	SMP	TRO/SD

Touchpoint name	Content/scope of Touchpoint	Function	
		tkAG	**tk accelis**
	and review of tk accelis Group's strategy process (currently referred to as the "playbook process")		
Performance KPIs	Providing and co-ordinating (initially once a month and expected to occur on a quarterly basis in the future) the main performance KPIs for the tk accelis Subgroup required by tkAG.	SMP	CAR
Clearing of top level senior employees	Obligation to introduce a clearing process when recruiting external senior employees or promoting internal senior employees to B-1 level or higher. Involvement of tkAG (at least L&C-INV & AUD) to be provided for.	L&C AUD	HRM L&C
Engagement of investment banks	Information on engaging investment banks according to tkAG's requirements (e.g. regarding corresponding information for the audit committee of tkAG's supervisory board)	M&A	TRO
M&A	Prior co-ordination and provision of appropriate information on M&A processes if any legacy topics become relevant in such M&A processes and if such legacy topics either (i) are managed by tk accelis and could also have effects on tkAG and/or the tk Group or (ii) are managed by tkAG and could be relevant in an M&A process involving tk accelis	M&A LEX	TRO L&C
CDC exchange	Exchange on a regular basis (initially one a month) and as needed on cyber and data security between tkAG's CDC functions and tk accelis Group (e.g. via the ISO Council)	CDC	CDC

Annex 21.5 to the Framework Agreement

Contacts for ad hoc announcements

tkAG and tk accelis Group have designated the following key Contacts who are responsible for receiving and forwarding ad hoc announcements:

1 tkAG's Contacts

The Contacts of tkAG are: **[Note:** *The following information has been removed for data protection reasons for the purposes of publication.***]**

Name	Function	Contact details
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]

2 The TKMS Holding's Contacts

The Contacts of the TKMS Holding are:

Name	Function	Contact details
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]

Name	**Function**	**Contact details**
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]

Annex 21.6 to the Framework Agreement

Contacts for press enquiries

tkAG and tk accelis Group have designated the following key Contacts who are responsible for co-ordinating press releases and other public announcements:

1 tkAG's Contacts

The Contacts of tkAG are: **[Note:** *The following information has been removed for data protection reasons for the purposes of publication.***]**

Name	Function	Contact details
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Mobile: [●] E-mail: [●]

2 tk accelis Group's Contacts

The Contacts of tk accelis Group are:

Name	Function	Contact details
[●]	[●]	Mobile: [●] E-mail: [●]
[●]	[●]	Mobile: [●] E-mail: [●]

Annex 26.8 to the Framework Agreement

Contacts for cyber and information security

tkAG and tk accelis Group have designated the following key Contacts who are responsible for co-ordinating topics relating to cyber and information security:

1 tkAG's Contacts

The Contacts of tkAG are: **[Note:** *The following information has been removed for data protection reasons for the purposes of publication.***]**

Name	Function	Contact details
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]
[●]	[●]	Tel: [●] Mobile: [●] E-mail: [●]

2 tk accelis Group's Contacts

The Contacts of tk accelis Group are:

Name	Function	Contact details
[●]	[●]	Mobile: [●] E-mail: [●]
[●]	[●]	Mobile: [●] E-mail: [●]
[●]	[●]	Mobile: [●] E-mail: [●]

Appendix 3

General Engagement Terms for Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften (German Public Auditors and Public Audit Firms) as of 1 January 2024

[Translator's notes are in square brackets]

General Engagement Terms

for

Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften

[German Public Auditors and Public Audit Firms]

as of January 1, 2024

1. Scope of application

(1) These engagement terms apply to contracts between German Public Auditors (Wirtschaftsprüferinnen/Wirtschaftsprüfer) or German Public Audit Firms (Wirtschaftsprüfungsgesellschaften) – hereinafter collectively referred to as "German Public Auditors" – and their engaging parties for assurance services, tax advisory services, advice on business matters and other engagements except as otherwise agreed in writing (Textform) or prescribed by a mandatory rule.

(2) Third parties may derive claims from contracts between German Public Auditors and engaging parties only when this is agreed or results from mandatory rules prescribed by law. In relation to such claims, these engagement terms also apply to these third parties. A German Public Auditor is also entitled to invoke objections (Einwendungen) and defences (Einreden) arising from the contractual relationship with the engaging party to third parties.

2. Scope and execution of the engagement

(1) Object of the engagement is the agreed service – not a particular economic result. The engagement will be performed in accordance with the German Principles of Proper Professional Conduct (Grundsätze ordnungsmäßiger Berufsausübung). The German Public Auditor does not assume any management functions in connection with his services. The German Public Auditor is not responsible for the use or implementation of the results of his services. The German Public Auditor is entitled to make use of competent persons to conduct the engagement.

(2) Except for assurance engagements (betriebswirtschaftliche Prüfungen), the consideration of foreign law requires an express agreement in writing (Textform).

(3) If circumstances or the legal situation change subsequent to the release of the final professional statement, the German Public Auditor is not obligated to refer the engaging party to changes or any consequences resulting therefrom.

3. The obligations of the engaging party to cooperate

(1) The engaging party shall ensure that all documents and further information necessary for the performance of the engagement are provided to the German Public Auditor on a timely basis, and that he is informed of all events and circumstances that may be of significance to the performance of the engagement. This also applies to those documents and further information, events and circumstances that first become known during the German Public Auditor's work. The engaging party will also designate suitable persons to provide information.

(2) Upon the request of the German Public Auditor, the engaging party shall confirm the completeness of the documents and further information submitted as well as the explanations and statements provided in statement as drafted by the German Public Auditor or in a legally accepted written form (gesetzliche Schriftform) or any other form determined by the German Public Auditor.

4. Ensuring independence

(1) The engaging party shall refrain from anything that endangers the independence of the German Public Auditor's staff. This applies throughout the term of the engagement, and in particular to offers of employment or to assume an executive or non-executive role, and to offers to accept engagements on their own behalf.

(2) Were the performance of the engagement to impair the independence of the German Public Auditor, of related firms, firms within his network, or such firms associated with him, to which the independence requirements apply in the same way as to the German Public Auditor in other engagement relationships, the German Public Auditor is entitled to terminate the engagement for good cause.

5. Reporting and oral information

To the extent that the German Public Auditor is required to present results in a legally accepted written form (gesetzliche Schriftform) or in writing (Textform) as part of the work in executing the engagement, only that presentation is authoritative. Draft of such presentations are non-binding. Except as otherwise provided for by law or contractually agreed, oral statements and explanations by the German Public Auditor are binding only when they are confirmed in writing (Textform). Statements and information of the German Public Auditor outside of the engagement are always non-binding.

6. Distribution of, a German Public Auditor's professional statement

(1) The distribution to a third party of professional statements of the German Public Auditor (results of work or extracts of the results of work whether in draft or in a final version) or information about the German Public Auditor acting for the engaging party requires the German Public Auditor's consent be issued in writing (Textform), unless the engaging party is obligated to distribute or inform due to law or a regulatory requirement.

(2) The use by the engaging party for promotional purposes of the German Public Auditor's professional statements and of information about the German Public Auditor acting for the engaging party is prohibited.

7. Deficiency rectification

(1) In case there are any deficiencies, the engaging party is entitled to specific subsequent performance by the German Public Auditor. The engaging party may reduce the fees or cancel the contract for failure of such subsequent performance, for subsequent non-performance or unjustified refusal to perform subsequently, or for unconscionability or impossibility of subsequent performance. If the engagement was not commissioned by a consumer, the engaging party may only cancel the contract due to a deficiency if the service rendered is not relevant to him due to failure of subsequent performance, to subsequent non-performance, to unconscionability or impossibility of subsequent performance. No. 9 applies to the extent that further claims for damages exist.

(2) The engaging party must assert a claim for subsequent performance (Nacherfüllung) in writing (Textform) without delay. Claims for subsequent performance pursuant to paragraph 1 not arising from an intentional act expire after one year subsequent to the commencement of the time limit under the statute of limitations.

(3) Apparent deficiencies, such as clerical errors, arithmetical errors and deficiencies associated with technicalities contained in a German Public Auditor's professional statement (long-form reports, expert opinions etc.) may be corrected – also versus third parties – by the German Public Auditor at any time. Misstatements which may call into question the results contained in a German Public Auditor's professional statement entitle the German Public Auditor to withdraw such statement – also versus third parties. In such cases the German Public Auditor should first hear the engaging party, if practicable.

8. Confidentiality towards third parties, and data protection

(1) Pursuant to the law (§ [Article] 323 Abs 1 [paragraph 1] HGB [German Commercial Code: Handelsgesetzbuch], § 43 WPO [German Law regulating the Profession of Wirtschaftsprüfer: Wirtschaftsprüferordnung], § 203 StGB [German Criminal Code: Strafgesetzbuch]) the German Public Auditor is obligated to maintain confidentiality regarding facts and circumstances confided to him or of which he becomes aware in the course of his professional work, unless the engaging party releases him from this confidentiality obligation.

(2) When processing personal data, the German Public Auditor will observe national and European legal provisions on data protection.

9. Liability

(1) For legally required services by German Public Auditors, in particular audits, the respective legal limitations of liability, in particular the limitation of liability pursuant to § 323 Abs. 2 HGB, apply.

(2) Insofar neither a statutory limitation of liability is applicable, nor an individual contractual limitation of liability exists, claims for damages due to negligence arising out of the contractual relationship between the

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engaging party and the German Public Auditor, except for damages resulting from injury to life, body or health as well as for damages that constitute a duty of replacement by a producer pursuant to § 1 ProdHaftG [German Product Liability Act: Produkthaftungsgesetz], are limited to € 4 million pursuant to § 54 a Abs. 1 Number 2 WPO. This applies equally to claims against the German Public Auditor made by third parties arising from, or in connection with, the contractual relationship.

(3) When multiple claimants assert a claim for damages arising from an existing contractual relationship with the German Public Auditor due to the German Public Auditor's negligent breach of duty, the maximum amount stipulated in paragraph 2 applies to the respective claims of all claimants collectively.

(4) The maximum amount under paragraph 2 relates to an individual case of damages. An individual case of damages also exists in relation to a uniform damage arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty regardless of whether the damages occurred in one year or in a number of successive years. In this case, multiple acts or omissions based on the same source of error or on a source of error of an equivalent nature are deemed to be a single breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the German Public Auditor is limited to € 5 million.

(5) A claim for damages expires if a suit is not filed within six months subsequent to the written statement (Textform) of refusal of acceptance of the indemnity and the engaging party has been informed of this consequence. This does not apply to claims for damages resulting from scienter, a culpable injury to life, body or health as well as for damages that constitute a liability for replacement by a producer pursuant to § 1 ProdHaftG. The right to invoke a plea of the statute of limitations remains unaffected.

(6) § 323 HGB remains unaffected by the rules in paragraphs 2 to 5.

10. Supplementary provisions for audit engagements

(1) If the engaging party subsequently amends the financial statements or management report audited by a German Public Auditor and accompanied by an auditor's report (Bestätigungsvermerk), he may no longer use this auditor's report.

If the German Public Auditor has not issued an auditor's report, a reference to the audit conducted by the German Public Auditor in the management report or any other public reference is permitted only with the German Public Auditor's consent, issued in a legally accepted written form (gesetzliche Schriftform), and with a wording authorized by him.

(2) If the German Public Auditor revokes the auditor's report, it may no longer be used. If the engaging party has already made use of the auditor's report, then upon the request of the German Public Auditor he must give notification of the revocation.

(3) The engaging party has a right to five official copies of the report. Additional official copies will be charged separately.

11. Supplementary provisions for assistance in tax matters

(1) When advising on an individual tax issue as well as when providing ongoing tax advice, the German Public Auditor is entitled to use as a correct and complete basis the facts provided by the engaging party – especially numerical disclosures; this also applies to bookkeeping engagements. Nevertheless, he is obligated to indicate to the engaging party any material errors he has identified.

(2) The tax advisory engagement does not encompass procedures required to observe deadlines, unless the German Public Auditor has explicitly accepted a corresponding engagement. In this case the engaging party must provide the German Public Auditor with all documents required to observe deadlines – in particular tax assessments – on such a timely basis that the German Public Auditor has an appropriate lead time.

(3) Except as agreed otherwise in writing (Textform), ongoing tax advice encompasses the following work during the contract period:

a) preparation and electronic transmission of annual tax returns, including financial statements for tax purposes in electronic format, for income tax, corporate tax and business tax, namely on the basis of the annual financial statements, and on other schedules and evidence documents required for the taxation, to be provided by the engaging party
b) examination of tax assessments in relation to the taxes referred to in (a)
c) negotiations with tax authorities in connection with the returns and assessments mentioned in (a) and (b)
d) support in tax audits and evaluation of the results of tax audits with respect to the taxes referred to in (a)
e) participation in petition or protest and appeal procedures with respect to the taxes mentioned in (a).

In the aforementioned tasks the German Public Auditor takes into account material published legal decisions and administrative interpretations.

(4) If the German Public auditor receives a fixed fee for ongoing tax advice, the work mentioned under paragraph 3 (d) and (e) is to be remunerated separately, except as agreed otherwise in writing (Textform).

(5) Insofar the German Public Auditor is also a German Tax Advisor and the German Tax Advice Remuneration Regulation (Steuerberatungsvergütungsverordnung) is to be applied to calculate the remuneration, a greater or lesser remuneration than the legal default remuneration can be agreed in writing (Textform).

(6) Work relating to special individual issues for income tax, corporate tax, business tax and valuation assessments for property units as well as all issues in relation to sales tax, payroll tax, other taxes and dues requires a separate engagement. This also applies to:

a) work on non-recurring tax matters, e.g. in the field of estate tax and real estate sales tax;
b) support and representation in proceedings before tax and administrative courts and in criminal tax matters;
c) advisory work and work related to expert opinions in connection with changes in legal form and other re-organizations, capital increases and reductions, insolvency related business reorganizations, admission and retirement of owners, sale of a business, liquidations and the like, and
d) support in complying with disclosure and documentation obligations.

(7) To the extent that the preparation of the annual sales tax return is undertaken as additional work, this includes neither the review of any special accounting prerequisites nor the issue as to whether all potential sales tax allowances have been identified. No guarantee is given for the complete compilation of documents to claim the input tax credit.

12. Electronic communication

Communication between the German Public Auditor and the engaging party may be via e-mail. In the event that the engaging party does not wish to communicate via e-mail or sets special security requirements, such as the encryption of e-mails, the engaging party will inform the German Public Auditor in writing (Textform) accordingly.

13. Remuneration

(1) In addition to his claims for fees, the German Public Auditor is entitled to claim reimbursement of his expenses; sales tax will be billed additionally. He may claim appropriate advances on remuneration and reimbursement of expenses and may make the delivery of his services dependent upon the complete satisfaction of his claims. Multiple engaging parties are jointly and severally liable.

(2) If the engaging party is not a consumer, then a set-off against the German Public Auditor's claims for remuneration and reimbursement of expenses is admissible only for undisputed claims or claims determined to be legally binding.

14. Dispute Settlement

The German Public Auditor is not prepared to participate in dispute settlement procedures before a consumer arbitration board (Verbraucherschlichtungsstelle) within the meaning of § 2 of the German Act on Consumer Dispute Settlements (Verbraucherstreitbeilegungsgesetz).

15. Applicable law

The contract, the performance of the services and all claims resulting therefrom are exclusively governed by German law.