
DOMINATION AND PROFIT AND LOSS TRANSFER AGREEMENT

between

KPS AG

and

INFRONT Consulting & Management GmbH

DOMINATION AND PROFIT AND LOSS TRANSFER AGREEMENT

between

1. **KPS AG**, Beta-Straße 10H, 85774 Unterföhring, registered in the Commercial Register of the Local Court of Munich under HRB 123013,

- hereinafter referred to as the „**Controlling Company**“ -

and

2. **INFRONT Consulting & Management GmbH**, Neuer Wall 10, 20354 Hamburg, registered in the Commercial Register of the Local Court of Hamburg under HRB 73863

- hereinafter referred to as the „**Controlled Company**“ -

Preamble

- (A) The share capital of the Controlled Company amounts to EUR 50,000.00. Since the beginning of the current financial year of the Controlled Company, the Controlling Company has held all shares as the sole shareholder. Compensation payments (section 304 German Stock Corporation Act, "AktG") or settlements (section 305 AktG) for outside shareholders are therefore not to be granted by the Controlling Company. Furthermore, neither an audit of the contract nor the submission of an audit report is required (section 293b para. 1, 293e AktG).
- (B) The following domination and profit and loss transfer agreement is to be concluded in order to establish a tax group relationship for corporation and trade tax purposes.

1. Management

1.1 The Controlled Company places itself under the management of the Controlling Company. Accordingly, the Controlling Company is entitled to issue instructions to the management of the Controlled Company with regard to the management of the Controlled Company.

1.2 The management of the Controlled Company is obliged to follow the instructions of the Controlling Company. In addition, section 308 AktG shall apply accordingly or any successor provision in the respective current version.

1.3 The Controlling Company's right to issue instructions does not encompass decisions on the continuation, amendment or termination of this agreement.

1.4 The Controlling Company is entitled to review all business documents of the Controlled Company at any time. The management of the Controlled Company is obliged to provide the Controlling Company at any time with all requested information on all legal, business or organisational matters of the Controlled Company.

2. Transfer of Profit

2.1 The Controlled Company is obliged to transfer its entire profit to the Controlling Company. Section 301 AktG, as amended from time to time, shall apply mutatis mutandis to the maximum amount of the profit transfer, in addition to and with priority over sections 2.2 and 2.3 of this agreement.

2.2 The Controlled Company may, with the consent of the Controlling Company, transfer amounts from the annual net profit to other retained earnings in accordance with section 272 (3) of the German Commercial Code ("HGB") to the extent that this is permissible under commercial law and economically justified on the basis of a reasonable commercial assessment.

2.3 Other retained earnings pursuant to section 272 (3) HGB formed during the term of this agreement shall be released and transferred as profit at the request of the Controlling Company. The transfer of pre-contractual capital and retained earnings is excluded.

2.4 The entitlement to the transfer of profits shall arise at the end of the Controlled Company's financial year and shall be due as at that date.

3. Assumption of losses

3.1 The provisions of section 302 AktG, as amended from time to time, shall apply mutatis mutandis to the obligation of the Controlling Company to assume losses.

3.2 The right to the assumption of losses shall arise at the end of the fiscal year of the Controlled Company and shall be due as at that date.

4. Effectiveness and term of the Agreement

4.1 In order to become effective under civil law, this agreement requires the approval of the annual general meeting of the Controlling Company and the shareholders' meeting of the Controlled Company.

4.2 This agreement shall become effective upon entry in the commercial register of the registered office of the Controlled Company. With the exception of the domination agreement elements in section 1, it shall apply retroactively for the period from the beginning of the fiscal year of the Controlled Company in which the agreement becomes effective by registration in the commercial register of the registered office of the Controlled Company.

4.3 This agreement shall be concluded for an indefinite period of time. It may be terminated ordinarily upon three (3) months' written notice prior to the end of the financial year of the Controlled Company, however, at the earliest at least five (5) years in time after the beginning of the financial year in which the Agreement becomes effective ("minimum term"). In addition to the aforementioned notice period, the Controlling Company may terminate the agreement after the expiry of the minimum term stipulated in the preceding sentence by giving two (2) weeks' notice. The termination must be in writing.

4.4 The right to extraordinary termination without notice for good cause shall remain unaffected. Good cause shall be deemed to exist in particular in the event of insolvency, intentional or grossly negligent breach of contract, fraud or other unlawful actions by a contracting party, loss of the majority of the capital or voting rights in the Controlled Company by the Controlling Company or in the event of a merger, demerger or liquidation of the Controlling Company or the Controlled Company, or in the event of a change of legal form of the Controlled Company into a partnership.

4.5 If the effectiveness of the agreement or its proper implementation is not or not fully recognised for tax purposes during the five-year period in accordance with section 4.3, the five-year period shall, contrary to section 4.3, commence on the first day of the financial year of the Controlled Company following the year in which the conditions for the recognition for tax purposes of the effectiveness of the agreement or its proper implementation were not met.

5. Final Provisions

5.1 The interpretation of individual provisions of this agreement shall be subject to Sections 14 and 17 of the German Corporate Income Tax Act (KStG), as amended from time to time (or corresponding subsequent regulations).

5.2 Should individual provisions of this agreement be wholly or partly legally invalid or unenforceable, or subsequently become invalid or unenforceable, this shall not affect the validity of the other provisions of this agreement. The same shall apply if the agreement proves to contain a gap or omission. Instead of the invalid or unenforceable provision or in order to remedy any gap or omission, an appropriate provision should apply that, as far as legally possible, comes closest to what the contracting parties intended in economic terms or would have intended, according to the spirit and purpose of the agreement, if they had been aware of that point when the agreement was entered into or when a provision was subsequently included.

5.3 Amendments to this agreement must be made in writing. Furthermore, section 295 AktG shall apply.

5.4 The place of performance and jurisdiction for both contracting parties shall be Unterföhring.

Executive Board KPS AG:

Leonardo Musso
Sole Member of the Executive Board

Place, Date

Management Board INFRONT Consulting & Management GmbH:

Leonardo Musso
managing director
with sole power of representation

Place, Date

Frank Deburba
managing director
with sole power of representation

Place, Date

Thomas Sindemann
managing director
with sole power of representation

Place, Date