

- CONVENIENCE TRANSLATION ONLY -

Profit and Loss Transfer Agreement

between

Cherry AG with its registered office in Munich, registered in the commercial register of Munich Local Court (*Amtsgericht Munich*) under HRB 266697,

– the “**Controlling Company**” –

and

Cherry Digital Health GmbH with its registered office in Munich, registered in the commercial register of Munich Local Court under HRB 260181,

– the “**Controlled Company**” –

– the Controlling Company and the Controlled Company also referred to jointly as the “**Parties**” or individually as a “**Party**” –

Preamble

The Controlling Company is the sole shareholder of the Controlled Company.

The Controlled Company is therefore closely connected to the Controlling Company financially. The following Profit and Loss Transfer Agreement (referred to below as the “**Agreement**”) is to be entered into in order to create a tax group within the meaning of sections 14 and 17 German Corporate Income Tax Act (*Körperschaftsteuergesetz, KStG*).

1

Transfer of profits

1. The Controlled Company agrees to transfer its entire profits to the Controlling Company in accordance with section 291(1), first sentence, second alternative German Stock Corporation Act (profit and loss transfer agreements) (subject to other retained earnings created and dissolved in accordance with clause 2) within the meaning and scope of section 301 German Stock Corporation Act, as amended from time to time.
2. The Controlled Company may place amounts from the annual net profits in other retained earnings within the meaning of section 272(3) German Commercial Code

(*Handelsgesetzbuch*, HGB) with the approval of the Controlling Company to the extent permitted under commercial law and economically justified based on reasonable commercial judgement. Other retained earnings within the meaning of section 272(3) German Commercial Code that are set aside during the term of this Agreement are to be dissolved at the request of the Controlling Company and to be used in order to compensate any net loss for the year or to be transferred as profit.

3. Transferring amounts from the dissolution of other retained profits and from profits carried forward created from or arising from profits which were generated before the financial year in which this Agreement becomes effective and capital reserves within the meaning of section 272(2) German Commercial Code created before or during the term of this Agreement is excluded. The distribution of profits from the dissolution of such pre-contractual other retained earnings and such capital reserves created under section 272(2) German Commercial Code before or during the term of this Agreement outside this Agreement is permitted.
4. In any case, the Parties agree that the entire provisions of section 301 German Stock Corporation Act, as amended from time to time, apply by analogy.

2

Assumption of losses

The Controlling Company is required to assume any losses under the provisions of section 302 German Stock Corporation Act, as amended from time to time, to be applied by analogy to profit and loss transfer agreements.

3

Due dates, advance payments

1. The obligation to transfer profits or compensate losses arises on the balance sheet date of the Controlled Company and is due on this date.
2. The Controlling Company may claim advance payments towards a transfer of profits to which the Controlling Company is expected to be entitled for the financial year prior to the due date, provided that the Controlled Company's liquidity permits such advance payments. The Controlled Company may claim advance payments towards a net loss expected to be compensated for the financial year to the extent that it requires such advance payments considering its liquidity. Possible advance payments are to be offset against the value of the profit transfer actually due or the net loss for the year actually to be compensated. If and to the extent that the advance payments exceed these actual claims, this difference is to be reimbursed by the recipient of the advance payments.

4

Compensation and settlement by analogy with sections 304 to 405 German Stock Corporation Act

Compensation or settlement by analogy with sections 304 to 305 German Stock Corporation Act to outside shareholders will not take place, as the Controlled Company does not have any outside shareholders.

5

Effective date, term of the Agreement

1. This Agreement requires the approval of the shareholders' meetings of the Parties entering into the Agreement.
2. The Agreement will become effective upon being entered in the commercial register responsible for the Controlled Company and will then apply for the entire financial year running at the time of entry in the commercial register.
3. The Agreement is entered into for an unlimited period of time.
4. Either Party may terminate the Agreement observing a notice period of three (3) months to the end of a financial year of the Controlled Company, but no earlier than at the end of the financial year after the expiry of which the minimum tax term of a profit and loss transfer agreement prescribed in section 14(1) no. 3 of the German Corporate Income Tax Act, which is required for recognition of the corporate income and trade tax group, has been fulfilled (according to the current legal situation five (5) years (60 months)), calculated from the start (00.00 hours) of the financial year in which this Agreement became effective by being registered in the commercial register responsible for the Controlled Company ("Minimum Term"). If this Agreement is registered in the financial year commencing on 1 January 2021, the Minimum Term will expire at the close (midnight) of 31 December 2025 or, if no financial year of the Controlled Company ends on that date, at the close of the financial year in progress on that date.
5. This is without prejudice to the right to terminate for cause. The Controlling Company is in particular but not exclusively entitled to terminate for cause if one of the following circumstances occurs:
 - a) the recognition of this Agreement for tax purposes is denied with legally binding effect by a tax notice or judgment or is in danger of being denied on the basis of administrative orders;

- b) the Controlling Company no longer holds a majority of the equity capital or voting rights in the Controlled Company;
 - c) good cause within the meaning of Guideline 60(6) German Corporate Income Tax Guidelines (*Körperschaftsteuer-Richtlinien*, KStR) 2004 or of an equivalent provision which is applicable at the time of termination of this Agreement otherwise exists.
6. Any notice of termination must be made in writing and signed.
7. If this Agreement ends, the Controlling Company is required to provide the Controlled Company's creditors with security in accordance with section 303 German Stock Corporation Act.

6

Contract amendment

Any amendments or additions to the provisions of this Agreement must be in writing and signed. This also applies to this clause regarding signed written form.

7

Final provisions

1. The provisions of this Agreement are to be interpreted in such a way that the tax group for income tax purposes intended by the Parties becomes fully effective. Should any of the provisions of the Agreement be or become ineffective or void, this will not affect the legal validity of the remainder of the provisions. The contractual provision concerned is to be replaced with another provision which comes as close as possible to the intended purpose. The same applies in the event that the provisions of the Agreement contain any omissions.
2. If the application of statutory provisions is intended in this Agreement, the latest version of the relevant statutory provisions is to be applied unless otherwise explicitly agreed in this Agreement.