

– *Convenience translation* –

CONTROL AND PROFIT AND LOSS TRANSFER AGREEMENT

between

BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen/Rhein, Germany
– hereinafter referred to as Parent Company (“**PC**”) –

and

BASF Agricultural Solutions Deutschland GmbH, Speyerer Str. 2, 67117 Limburgerhof, Germany
– hereinafter referred to as Controlled Company (“**CC**”) –

CC is a fully-owned direct subsidiary of PC. CC’s business purpose is the holding and managing of brands and other industrial property rights. CC is financially, economically and organizationally integrated into PC.

This having been stated by way of preamble, the parties agree as follows:

1. Management control

CC puts the management of its company as a controlled enterprise under the control of PC as the controlling undertaking. PC is entitled to issue instructions to the managers of CC with respect to the management of the company. The right to issue instructions includes all measures falling within the scope of activities of the managers of CC. The managers of CC are bound by the instructions issued by PC. The right to issue instructions does not authorize PC to instruct the managers of CC to amend, maintain or terminate this agreement. Instructions must be issued in writing.

2. Management

CC conducts its business as an organ of PC, but in its own name.

3. Transfer of profits and losses

- 3.1 CC undertakes to transfer to PC all profits – subject to the build-up of reserves pursuant to No. 3.2 – earned in accordance with the relevant provisions of commercial law. The transfer of profits may not exceed the maximum profit transfer amount pursuant to Section 301 of the German Stock Corporation Act (AktG) in its currently valid version.
- 3.2 CC may, with the consent of PC, allocate amounts from the annual net income to retained earnings pursuant to Section 272(3) of the German Commercial Code (HGB), with the exception of statutory reserves, where this is permissible under the law and is economically justified on the basis of reasonable commercial judgement. Other retained earnings allocated during the course of this agreement pursuant to Section 272(3) HGB are, upon request by PC, to be released and transferred as profit insofar as this is permissible according to Section 301 AktG in its currently valid version. The transfer of amounts released from retained earnings according to sentence 2 of this paragraph is precluded for retained earnings that were built up prior to the start of this agreement.
- 3.3 PC agrees to assume any losses incurred by CC for the duration of this agreement in accordance with the provisions of Section 302 AktG in its currently valid version.
- 3.4 The entitlement to the transfer of profits arises at the close of CC's balance sheet date and is payable immediately (with the value at the close of CC's balance sheet date).

4. Beginning and duration of the agreement

- 4.1 The agreement is concluded subject to the approval of the Annual Shareholders' Meeting of PC and the shareholders' meeting of CC. It becomes effective upon entry into the Commercial Register of CC and is valid – with the exception of the right to issue instructions pursuant to No. 1 – retroactively to the beginning of CC's business year in which the entry was made. The agreement is valid for an indefinite period of time. The right to issue instructions takes effect upon the entry of this control and profit and loss transfer agreement in the Commercial Register of CC.
- 4.2 This agreement may be terminated with notice of one (1) month prior to the end of CC's business year, but initially no earlier than for a period of five (5) full years from the start of the agreement's validity in accordance with sentence 2 of No. 4.1. The right to terminate the agreement for good cause is not affected. Good cause exists in particular if tax provisions, or the interpretation thereof, that are important for this agreement are amended by judicial precedent or if, as a result of divestitures, conversions or additions of business shares in CC by PC or as a result of capital increases at CC, PC's participation in CC falls below half the voting rights in CC.

5. Final provisions

- 5.1 The provisions of this agreement are in each case to be interpreted in a such a way that complies with the requirements of Sections 14 to 17 of German Corporate Income Tax Act (KStG) in its currently valid version for the attribution of CC's income to PC.
- 5.2 Amendments and additions to this agreement, including this No. 5, must be made in writing.
- 5.3 If individual provisions of this agreement are or become invalid or loopholes are found, this shall not affect the validity of the rest of the agreement. In this case, the legally permissible provision regarded as having been agreed from the outset shall be that which corresponds legally and economically to the invalid provision or approximates as closely as possible to it or which closes the loophole in such a way as would have been legally permissibly agreed by the parties taking into account their mutual interests and the basis of this agreement if they had noticed the loophole.

Ludwigshafen, March 18, 2025

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BASF SE

BASF Agricultural Solutions Deutschland GmbH

Dr. Dirk Elvermann
Member of Board of
Executive Directors

Dr. Katja Scharpwinkel
Member of the Board of
Executive Directors

Dr. Sascha Reichardt
Managing Director

Dr. Alissa Zeller
Managing Director