

Control and Profit and Loss Transfer Agreement

between

Bayer Aktiengesellschaft, Leverkusen (“BAYER”)

and

Bayer Chemicals GmbH, Leverkusen (“BCH”)

BAYER and Bayer Chemicals Aktiengesellschaft as the legal predecessor of **BCH** concluded a Control and Profit and Loss Transfer Agreement on November 19, 2002, which remains applicable between **BAYER** and **BCH**. Due to the change in the legal provisions applying to **BCH** and in particular for clarification of the application of Section 302 of the AktG, as amended, the parties have revised the overall Control and Profit and Loss Transfer Agreement as follows:

§ 1

Management

- (1) **BCH** places the management of its company under the control of **BAYER**. **BAYER** is thus entitled to issue instructions to the Management of **BCH** with regard to the management of the company. The provisions of Section 308 of the AktG, as amended, shall apply with the necessary modifications.
- (2) **BAYER** shall only exercise its right to issue instructions through the Board of Management. Any instruction must be issued in writing.

§ 2 Profit transfer

- (1) **BCH** undertakes to transfer its entire profit to **BAYER**. The provisions of Section 301 of the AktG, as amended, shall apply with the necessary modifications.
- (2) **BCH** may transfer amounts from its net income for the year to other retained earnings (Section 272(3) of the German Commercial Code (HGB)) with **BAYER**'s consent to the extent that this is permissible under commercial law and is economically justified, based on prudent business judgment. Other retained earnings created during the course of the Agreement in accordance with Section 272(3) of the HGB shall be released if required by **BAYER**.
- (3) The transfer of amounts resulting from the reversal of other retained earnings in accordance with Section 272(3) of the HGB created before the commencement of this Agreement or from capital reserves is excluded.

§ 3 Assumption of losses

The provisions of Section 302 of the AktG, as amended, shall apply with the necessary modifications.

§ 4 Effective date and duration

- (1) This Agreement requires the approval of the Annual Stockholders' Meeting of **BAYER** and the General Meeting of **BCH**.
- (2) The revised Agreement shall take effect upon entry in the commercial register at the registered office of **BCH** and shall apply retroactively for the period from the start of the fiscal year in which the entry was made, except for the right to issue instructions. The right to issue instructions can only be exercised after the Agreement has been entered in the commercial register at the registered office of **BCH**. The original version of the Agreement shall apply for the period prior to the effective date of the revised Agreement.
- (3) The Agreement can be terminated by giving six months' notice of termination effective as of the end of a fiscal year, but not before the end of the fiscal year that ends at least five years after the beginning of the fiscal year in which the revised Agreement takes effect. If the Agreement is not terminated, it shall be automatically extended by one fiscal year in each case, subject to the same notice period.
- (4) The right to terminate the Agreement for good cause without compliance with any notice period is not affected. In particular, **BAYER** is entitled to terminate the Agreement for good cause if it is no longer the majority stockholder in **BCH**, or another stockholder has acquired a stake in **BCH**, or one of the cases set out in administrative order R 14.5(6) Sentence 2 of the German Corporate Tax Guidelines (KStR) of 2015 or an administrative order replacing it applies. In particular, the merger, split-off or liquidation of a party and the sale or contribution of the interest in **BCH** by its parent company represent good cause for extraordinary termination.

§ 5 Other provisions

The ineffectiveness or unenforceability of one or more provisions of this Agreement does not affect the validity of the remaining provisions.

Leverkusen, February 18, 2022

Bayer Aktiengesellschaft

Werner Baumann

Wolfgang Nickl

Leverkusen, February 18, 2022

Bayer Chemicals GmbH

Dr. Stephan Semrau

Luisa Distelmaier

This translation is provided for convenience only.
The German version is the sole legally binding version.