

PROFIT-SHARING AGREEMENT

between

Sixt SE

Business address: Zugspitzstr. 1, 82049 Pullach im Isartal
Munich Local Court, HRB 206738

– hereinafter referred to as the “parent company” –

and

SXT Projects and Services 2 GmbH

Business address: Zugspitzstr. 1, 82049 Pullach im Isartal
Munich Local Court, HRB 311876

– hereinafter referred to as the “subsidiary” –

the following profit transfer agreement is hereby concluded:

Preamble

The parent company is the sole shareholder of the subsidiary and thus holds a 100% stake in the subsidiary's share capital.

Notwithstanding the foregoing, the parties agree as follows:

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§ 1**Profit Transfer**

1. The subsidiary undertakes to transfer its entire profit, as determined in accordance with the applicable commercial law provisions and taking into account paragraph 2, to the parent company in accordance with the provisions of § 301 AktG.
2. With the parent company's consent, the subsidiary may allocate amounts from the net income for the year to other retained earnings (§ 272(3) of the German Commercial Code (HGB)) to the extent that this is permissible under commercial law and economically justified based on sound business judgment. Other retained earnings formed during the term of this agreement shall be reversed upon the parent company's request.
3. The distribution of income from the reversal of other reserves - even if formed during the term of the agreement - is prohibited; furthermore, any statutory prohibitions on distribution with respect to retained earnings must be observed.

§ 2**Assumption of Losses**

The provisions of § 302 of the German Stock Corporation Act (AktG), as amended, shall apply mutatis mutandis to the assumption of losses.

§ 3**Effective Date and Term of the Agreement**

1. This agreement is entered into subject to the approval of the parent company's Annual General Meeting and the subsidiary's shareholders' meeting, and becomes effective upon entry in the subsidiary's commercial register.
2. The profit transfer obligation pursuant to Section 1 and the loss compensation obligation pursuant to Section 2 of the agreement shall apply for the first time as of the beginning of the financial year of the subsidiary in which the agreement becomes effective pursuant to paragraph 1. In all other respects, the agreement shall apply as of its entry in the commercial register.
3. The agreement may be terminated with four (4) weeks' notice effective as of the end of the subsidiary's financial year, but no earlier than the end of the financial year that expires at least five (5) full calendar years after the start of the subsidiary's financial year in which this agreement becomes effective pursuant to paragraph 1. If the agreement is not terminated, it shall be extended until the end of the following financial year of the subsidiary.

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4. The right to terminate this agreement for good cause without observing a notice period remains unaffected. Good cause shall include, in particular, the cessation of financial integration within the meaning of § 14(1), sentence 1, no. 1 of the German Corporation Tax Act (KStG) (for example, due to the transfer of the shares or a corresponding portion of the shares in the subsidiary by the parent company), the merger, demerger, or liquidation of the subsidiary or the parent company, the contribution of the subsidiary or a holding of more than 50% of the capital or voting rights in the subsidiary, and the conversion of the subsidiary into a legal form that cannot be a controlled entity within the meaning of Sections 14 and 17 of the German Corporate Income Tax Act (KStG).
5. Notice of termination must be given in writing.

§ 4
Final Provisions

1. This agreement contains all provisions agreed upon between the parent company and the subsidiary relating to the transfer of profits and the assumption of losses. There are no ancillary agreements in this regard, and any such agreements are invalid.
2. Amendments and supplements to this agreement must be in writing, unless a stricter form is required by law.
3. References to statutory provisions refer to the statutory provisions cited in their currently applicable versions. This applies in particular to references to § 301 AktG (maximum amount of profit transfer) and § 302 AktG (loss absorption).
4. Should any provision of this agreement be or become wholly or partially invalid and/or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic substance of the invalid or unenforceable provision. The same applies to any gaps in the agreement.
5. The costs of this agreement shall be borne by the parent company.

Pullach im Isartal, April 27, 2026

Pullach im Isartal, April 27, 2026

Sixt SE
by:

SXT Projects and Services 2 GmbH
by:

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Dr. Franz Weinberger, Member of the Management Board Helmut Engelmaier, Managing Director

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Nico Gabriel, Management Board Member

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Manfred Siebke, Managing Director