

## Regarding Item 6

### **C.2 Further notes relating to agenda item 6 regarding the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH with contributed capital of € 1,500,000.00**

The agreement shall comprise the following main contents:

a) Cash capital contribution from Hessen Kapital I GmbH as a typical silent partner

Hessen Kapital I GmbH shall make a cash capital contribution of € 1,500,000.00 to the company's assets as a typical silent partner. The contributed capital may only be utilized to co-finance research expenses. The payment shall be made on demand by 30 September 2024 at the latest after submission of the notarized minutes of the approval resolution of the Annual General Meeting and after entry of the silent partnership in the commercial register.

Hessen Kapital I GmbH shall not hold an interest in the company's assets. With its capital contribution, it shall not partake in the company's operating losses. Hessen Kapital I GmbH shall not be obligated to render additional capital contributions. Hessen Kapital I GmbH shall not be authorized to manage or represent the company.

b) Participation fees

As remuneration for the silent partnership, Hessen Kapital I GmbH shall receive annual remuneration that is not linked to profits as well as an annual profit share.

The annual remuneration that is not linked to profits shall amount to 8% of the contributed capital.

The annual profit participation of Hessen Kapital I GmbH shall be calculated as follows:

- The basis for calculation shall be the company's contractually defined profit for the year. Accordingly, the profit for the year shall be the net profit for the year as recognized in the separate annual financial statements prepared in accordance with Section 275 (2) No. 17 of the German Commercial Code (HGB) before taking into consideration the share of profit attributable to Hessen Kapital I GmbH, plus taxes on income and earnings in accordance with Section 275 (2) No. 14 HGB. The following items shall be added to the net profit for the year calculated in this manner for the purpose of determining the profit for the year: depreciation and amortization in excess of Section 253 HGB; additions to pension provisions for shareholder Management Board members and other payments to shareholders, Management Board members and relatives (in the meaning of Section 15 (1) of the German Tax Code [AO]) of shareholders and of Management Board members for which the company has received no consideration at arm's length; interest on shareholder loans and all remuneration for silent participations, insofar as these are not held by Hessen Kapital I GmbH.
- Hessen Kapital I GmbH shall receive a share of the annual profit calculated in this manner that corresponds to the arithmetical share of the participation of

Hessen Kapital I GmbH in the contractually defined equity. In accordance with the contractual provisions, equity shall be understood as equity as defined in Section 266 (3) (A) HGB, plus all silent participations of Hessen Kapital I GmbH, all silent participations of third parties and other forms of mezzanine financing.

- The annual profit participation shall amount to no more than 1.5% of the capital contribution and no more than 50% of the annual profit.

If no annual profit is reported in two consecutive sets of German Commercial Code (HGB) separate annual financial statements from the second fiscal year after the start of the silent partnership, Hessen Kapital I GmbH may increase the annual remuneration that is not linked to profits by 2 percentage points as a risk premium. The increase shall be implemented from the beginning of the fiscal year following the fiscal year to which the second set of annual financial statements relates. The increase shall apply up to and including the fiscal year in which the company reports a profit for the year.

c) Contractual reporting, information, inspection, and control rights

Hessen Kapital I GmbH shall be granted various reporting rights, information rights, inspection rights and control rights. In particular, the company shall be obligated to report on all events relevant to the investment relationship, to submit business analyses and to grant access to business documents and tax files.

In addition, Hessen Kapital I GmbH as well as the State of Hesse, the European Commission, the ERDF Managing Authority, the ERDF Certifying Authority, the ERDF Audit Authority, the Audit Office of the State of Hesse and the European Court of Auditors and their respective authorized representatives (tax consultants, auditors, lawyers) shall be entitled to audit the utilization of the ERDF funds made available by the State of Hesse via Hessen Kapital I GmbH as well as the budget funds of the State of Hesse at any time by inspecting the investee's relevant documents and records.

However, Hessen Kapital I GmbH shall not be entitled to the contractual reporting, information, inspection, and control rights if the Company would be in breach of contractual or statutory confidentiality obligations in the fulfilment of such rights, or if the Company is entitled to refuse to provide such information due to statutory regulations, in particular those of stock corporation and capital market law.

d) Contractual cancellation rights and corresponding reservations of consent

Hessen Kapital I GmbH shall be entitled to a right of cancellation in the event of legal transactions and legal acts that extend beyond the scope of normal business operations and that may result in a significant deterioration in the net assets and results of operations, in particular in the event of the discontinuation, relocation or sale of the business or significant parts of the business or in the event of an extraordinary restriction of the scope of business.

Hessen Kapital I GmbH may also declare termination if the following measures are implemented, unless Hessen Kapital I GmbH has previously granted its written consent to the measure:

- Conclusion and amendment of material contracts with members of the Management Board (in the meaning of Section 15 (1) of the German Tax Code [AO]);
- Sale or transfer of significant shareholdings in other companies.

In the aforementioned cases, provision shall be made for corresponding reservations of consent by Hessen Kapital I GmbH.

The Company shall be entitled to terminate this contract early subject to a notice period of twelve months, albeit for the first time at least five years after the date of the conclusion of the agreement. The complete early repayment of the capital contribution by the Company shall be equivalent to termination.

Hessen Kapital I GmbH shall have no ordinary right of termination. It may issue an early termination to the Company without notice only on good grounds.

e) Term of the silent partnership

The silent partnership and the agreement shall end on 30 September 2032.

f) Return of the capital contribution

The capital contribution shall be returned as follows:

- 30% of the amount on 30 September 2030
- 35% of the amount on 30 September 2031
- 35% of the amount on 30 September 2032

In the event of early termination by the Company or in the event of termination by Hessen Kapital I GmbH on good grounds for which the Company is responsible, the Company shall be obligated to pay a premium. The premium in relation to the capital contribution to be repaid shall amount to

- 20% in the event of termination or early (partial) repayment of the capital contribution in the first four years after the start of the silent partnership
- 16% in the event of termination or early (partial) repayment of the capital contribution in the fifth year after the start of the silent partnership
- 12% in the event of termination or early (partial) repayment of the capital contribution in the sixth year after the start of the silent partnership
- 8% in the event of termination or early (partial) repayment of the capital contribution in the seventh year after the start of the silent partnership.

g) Subordination

Insofar as is necessary to avert over-indebtedness of the Company before or after the opening of insolvency proceedings, Hessen Kapital I GmbH shall subordinate its claims for repayment of the capital contribution and for payment of the annual profit participation to the current and future claims of the investee's other creditors, so that the complete or partial repayment of these subordinated receivables can only be claimed after all senior creditors, and only at the same time pro rata inter se with other subordinated creditors, albeit in priority to the claims of the

shareholders of the Company for repayment of the capital contribution with regard to the share capital, additional payments into the free capital reserve, a premium or comparable additional payments from and in connection with the takeover and/or acquisition of shares in the Company, from a future disposable profit, a liquidation surplus or other free assets of the Company.

h) Validity

The agreement concerning the establishment of the silent partnership shall become effective when its existence has been entered in the commercial register.