

Report pursuant to § 293a (1) AktG in conjunction with §§ 293 (2), 295 AktG on the conclusion of a Profit and Loss Transfer Agreement (on Agenda Item 6)

Joint report

pursuant to § 293a AktG

of the Management Board of

TeamViewer SE

and

the management of the

Regit One GmbH

on the conclusion and content of the Profit and Loss Transfer Agreement (Profit and Loss Transfer Agreement within the meaning of § 291 (1) sentence 1 AktG) dated April 18, 2024

General information

The Management Board of TeamViewer SE (hereinafter the "**Controlling Company**") and the management of Regit Eins GmbH (hereinafter the "**Controlled Company**") hereby submit the following report in accordance with § 293a AktG on the Profit and Loss Transfer Agreement concluded between the Controlling Company and the Controlled Company on April 18, 2024 within the meaning of § 291 (1) sentence 1 AktG (hereinafter the "**Profit and Loss Transfer Agreement**").

The Profit and Loss Transfer Agreement requires the approval of the Annual General Meeting of the Company and the shareholders' meeting of Regit Eins GmbH in order to be effective, and also requires entry in the commercial register of Regit Eins GmbH. The Profit and Loss Transfer Agreement is to be submitted to the Annual General Meeting of TeamViewer SE on June 7, 2024 for approval. The shareholders' meeting of Regit Eins GmbH is expected to take place after the approval of the Annual General Meeting of TeamViewer SE has been granted.

The Management Boards of TeamViewer SE and the management of Regit Eins GmbH jointly prepare the following report in accordance with § 293a AktG to inform the shareholders of both participating companies and to prepare the respective resolutions of the Annual General Meeting of TeamViewer SE and the shareholders' meeting of Regit Eins GmbH. In this report, the conclusion of the Profit and Loss Transfer Agreement are explained in detail in legal and economic terms.

Conclusion of the Profit and Loss Transfer Agreement

TeamViewer SE, as the Controlling Company, concluded the Profit and Loss Transfer Agreement with Regit Eins GmbH as the Controlled Company on April 18, 2024. This is a Profit and Loss Transfer Agreement in accordance with § 291 (1) sentence 1 AktG. To be effective, this requires the approval of both the Annual General Meeting of the parent company and the shareholders' meeting of the Controlled Company. The Management Board and Supervisory Board of the parent company will propose to the Annual (virtual) General Meeting of the parent company convened for June 7, 2024 that it approve the conclusion of the Profit and Loss Transfer Agreement. The shareholders' meeting of the Controlled Company has not yet approved the conclusion of the Profit and Loss Transfer Agreement. This is expected to take place by way of a resolution to be notarized after approval has been granted by the Annual General Meeting of the parent company. The Profit and Loss Transfer Agreement only becomes effective upon entry of its existence in the commercial register at the registered office of the Controlled Company and applies retroactively from the beginning of the financial year of the Controlled Company in which it becomes effective.

Contracting parties

Parent company

The parent company is a European Company (*Societas Europaea* - "SE") under German law with its registered office in Göppingen. It is entered in the commercial register of Ulm Local Court under HRB 745906. The fiscal year of the parent company is the calendar year.

The objective of the company of the Controlling Company is

(i) the management of a group of companies that are active in the following business areas or sub-areas of: development and distribution of software, in particular in the area of connectivity, as well as all other related business and the provision of related services;

(ii) the acquisition, holding, management and sale of investments in such companies, their combination under common management and their support and advice, including the provision of services for these companies.

(iii) The company may also operate in the business areas mentioned in section (i) itself.

In accordance with § 7 (1) of the Articles of Association of the parent company, the Management Board consists of one or more persons. The Supervisory Board determines the number of members of the Management Board. The Management Board of the parent company currently has four members:

- Oliver Steil (Chairman of the Management Board)
- Michael Wilkens
- Peter Turner
- Mei Dent

If the Management Board consists of several persons, the parent company is legally represented by two members of the Management Board or by one member of the Management Board together with an authorized signatory. If only one member of the Management Board is appointed, he or she shall represent the parent company alone (Section 7 (2) of the Articles of Association).

The Controlling Company is the parent company of the TeamViewer Group and, in this capacity, holds indirect interests in numerous other companies in Germany and abroad in addition to its direct interest

in the Controlled Company. As at December 31, 2023, the TeamViewer Group employed more than 1,400 full-time equivalents (FTEs) worldwide and generated revenue of around EUR 626.7 million in the 2023 fiscal year.

Controlled Company

The Controlled Company is a company under the law of the Federal Republic of Germany with its registered office in Göppingen, entered in the commercial register of the Ulm Local Court under HRB 731008. The fiscal year of the Controlled Company is the calendar year. The fully paid-up share capital of the Controlled Company amounts to EUR 25,000.00.

The objective of the company is the acquisition, holding, management and sale of investments in companies of any legal form and the provision of associated services to associated companies.

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

In accordance with the Articles of Association, the Controlled Company has one or more managing directors. If only one managing director has been appointed, he shall represent the company alone. If several managing directors have been appointed, the company is represented by two managing directors or by one managing director together with an authorized signatory. Mr. Oliver Steil, Mr. Peter Turner and Mr. Michael Wilkens are currently appointed as managing directors. The Controlled Company itself has no other employees. It holds direct and indirect investments in companies in Germany and abroad.

Legal and economic reasons for the conclusion of the Profit and Loss Transfer Agreement

The conclusion of the Profit and Loss Transfer Agreement is in line with the intended harmonization and optimization of the TeamViewer Group. The aim of the agreement is to establish a consolidated tax group for corporate and trade tax purposes between TeamViewer SE and Regit Eins GmbH from the beginning of the 2024 fiscal year.

In accordance with §§ 14 (1) and 17 of the German Corporation Tax Act (hereinafter "**KStG**"), the agreement is a mandatory prerequisite for a tax group for income tax purposes between the parent company and the controlled company. This tax group allows for combined taxation of the aforementioned companies. This creates a tax group within which positive and negative results of the controlled company can be offset against positive and negative results of the controlling company at the same time. Depending on the tax results of the companies involved, this can lead to tax advantages. In addition, profits of the controlled company can be transferred to the controlling company without an additional tax burden as part of a consolidated tax group for income tax purposes. Without a tax group, profits could at best be distributed to the parent company by way of a profit distribution; in this case, however, they would be subject to corporation and trade tax to a limited extent at the parent company.

After thorough and careful examination, the Management Board of TeamViewer SE and the management of Regit Eins GmbH have come to the conclusion that only the conclusion of the Profit and Loss Transfer Agreement provides a sufficient legal basis for the intended harmonization between TeamViewer SE and Regit Eins GmbH and that only the conclusion of the Profit and Loss Transfer Agreement can establish the fiscal unity for income tax purposes between TeamViewer SE as the controlling company and Regit Eins GmbH as the controlled company.

There is no alternative to concluding a Profit and Loss Transfer Agreement that would be economically equivalent or better.

Explanation of the Profit and Loss Transfer Agreement

The individual provisions contained in the Profit and Loss Transfer Agreement are explained as follows:

(1) Section 1 of the Profit and Loss Transfer Agreement governs the transfer of profits. The controlled company undertakes to transfer its entire profit to the controlling company in accordance with all provisions of § 301 AktG as amended (Section 1.1 of the Profit and Loss Transfer Agreement). According to the current version of § 301 AktG - subject to the creation or release of reserves in accordance with sections 1.2 and 1.3 of the Profit and Loss Transfer Agreement - the net profit for the year without the profit transfer, less any loss carried forward from the previous year, the amount to be allocated to the statutory reserves in accordance with § 300 AktG and any amount blocked from distribution in accordance with § 268 (8) of the German Commercial Code (hereinafter "**HGB**"), is to be transferred.

With the consent of the controlling company, the controlled company can only transfer amounts from the net profit for the year to revenue reserves within the meaning of § 272 (3) HGB to the extent that this is permissible under commercial law and economically justified on the basis of prudent business judgment (Section 1.2 of the Profit and Loss Transfer Agreement).

Other revenue reserves within the meaning of § 272 (3) HGB formed during the term of the Profit and Loss Transfer Agreement are to be released by the controlled company at the request of the Controlling Company in accordance with § 301 sentence 2 AktG (analogously) and transferred as profit or used to offset a net loss for the year, if and insofar as § 302 AktG in its currently valid version does not prevent this (Section 1.3 of the Profit and Loss Transfer Agreement).

The transfer of amounts from the reversal of capital reserves or from the reversal of profit carryforwards and/or retained earnings within the meaning of § 272 (3) HGB that were formed before the start of the Profit and Loss Transfer Agreement is excluded. These amounts may also not be used to offset a net loss for the year. (Section 1.4 of the Profit and Loss Transfer Agreement).

The parent company can demand an advance transfer of profits if and to the extent that this is legally permissible (section 1.5 of the Profit and Loss Transfer Agreement).

(2) Section 2 of the Profit and Loss Transfer Agreement regulates, to a certain extent as a counterpart to the profit transfer, the assumption of losses by the Controlling Company. This follows the provisions of § 302 AktG as amended. The latter provision, i.e. the dynamic reference to § 302 AktG, takes into account the current legal situation, according to which a static reference to § 302 AktG is no longer sufficient. According to § 302 (1) AktG, the Controlling Company is obliged to offset any net loss of the controlled company arising during the term of the agreement, unless this is offset by withdrawing amounts from the other revenue reserves that were transferred to them during the term of the agreement (see also section 1.3 of the Profit and Loss Transfer Agreement above).

(3) Section 3 regulates the maturity of the claims to profit transfer or the obligation to assume losses arising from the Profit and Loss Transfer Agreement. The claims to profit transfer or the obligation to assume losses arising from the Profit and Loss Transfer Agreement arise at the end of the balance sheet date, i.e. the end of the respective fiscal year, of the controlled company and are due at this time.

(4) Section 4 of the Profit and Loss Transfer Agreement contains provisions on the effective date, term and termination of the agreement. By law, the Profit and Loss Transfer Agreement becomes effective upon entry of its existence in the commercial register of the controlled company (see also section 4.1 of the Profit and Loss Transfer Agreement).

According to section 4.2 of the Profit and Loss Transfer Agreement, the agreement applies retroactively from the beginning of the fiscal year of the controlled company at the time this agreement comes into effect.

Section 4.3 of the Profit and Loss Transfer Agreement addresses the term of the agreement: The Profit and Loss Transfer Agreement is concluded for an indefinite period. The Profit and Loss Transfer Agreement can be terminated in writing by either party with three months' notice to the end of a fiscal year of the controlled company, but at the earliest with effect from the end of the first fiscal year that ends at least five (5) years after the start of the fiscal year of the controlled company for which this agreement is first recognized for tax purposes. This provision ensures the minimum term for tax recognition of the Profit and Loss Transfer Agreement.

According to section 4.4 of the Profit and Loss Transfer Agreement, the right to terminate the Profit and Loss Transfer Agreement for good cause remains unaffected. Good cause is, in particular, the sale or contribution of the controlled company by the Controlling Company or the merger, demerger or liquidation of the Controlling Company or the controlled company.

(5) Section 5 of the Profit and Loss Transfer Agreement contains various provisions. According to clause 5.1 of the Profit and Loss Transfer Agreement, all amendments and additions to the Profit and Loss Transfer Agreement - including clause 5.1 - must be made in writing to be effective, unless a stricter form is required by law. Section 5.2 of the Profit and Loss Transfer Agreement states that the (full or partial) invalidity, ineffectiveness or unenforceability of a provision of the Profit and Loss Transfer Agreement does not affect the effectiveness and enforceability of all other provisions (severability clause). The void, invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic success pursued by the parties. The same applies to the closing of loopholes in the Profit and Loss Transfer Agreement.

(6) In summary, the content of the Profit and Loss Transfer Agreement fully corresponds to what is usually regulated in a Profit and Loss Transfer Agreement.

No compensation and no settlement pursuant to §§ 304, 305 AktG; no contract review pursuant to § 293b AktG

The parent company directly holds 100% of the shares in the controlled company. As the controlled company does not have an outside shareholder, no appropriate compensation is to be determined in the Profit and Loss Transfer Agreement in accordance with § 304 AktG. For the same reason, no

CONVENIENCE TRANSLATION

This translation is a working translation only. Legally binding and relevant is solely the German version.



compensation is to be determined and a valuation of the companies involved to determine an appropriate compensation and an appropriate settlement is not to be carried out. Finally, as the Controlling Company directly holds all shares in the controlled company, there is no need for an audit of the agreement by an expert auditor (contract auditor) pursuant to § 293b (1) AktG and therefore no need for an audit report pursuant to § 293e AktG.