

Profit Transfer Agreement

between

TeamViewer SE, a European Company (*Societas Europaea*, SE) under the laws of the Federal Republic of Germany with its registered office in Göppingen, registered in the commercial register of the local court of Ulm under HRB 745906

(hereinafter referred to as the "Controlling Company")

and

Regit Eins GmbH, a limited liability company under the laws 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

(hereinafter referred to as the "Controlled Company" and together with the Controlling Company as the "Parties").

Preamble

- (A) The fiscal year of the Controlled Company corresponds to the calendar year.
- (B) The Controlling Company holds all shares and voting rights in the Controlled Company (financial integration).
- (C) Having said this, the following is agreed between the Controlling Company and the Controlled Company:

1. PROFIT TRANSFER

1.1 The Controlled Company undertakes to transfer its entire profit to the Controlling Company from the beginning of its current fiscal year at the time this agreement comes into effect in accordance with § 301 AktG as amended. In accordance with the current version of § 301 AktG - subject to the creation or release of reserves in accordance with sections 1.2 and 1.3 below - the net profit for the year without the profit transfer, less any loss carried forward from the previous year and any amount blocked from distribution in accordance with § 268 (8) HGB, shall be transferred.

1.2 With the consent of the Controlling Company, the Controlled Company may only allocate 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.

1.3 Other revenue reserves formed during the term of this agreement within the meaning of § 272 (3) HGB shall be released 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 to the extent that this does not conflict with § 302 AktG in its currently valid version.

1.4 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 prior to the commencement of this agreement is excluded; these amounts may also not be used to offset a net loss for the year.

1.5 The Controlling Company may demand an advance transfer of profits if and insofar as this is permitted by law.

2. ASSUMPTION OF LOSSES

The provisions of § 302 AktG, as amended, apply accordingly to the obligation to assume losses.

3. FELLOWSHIP

The claims regarding profit transfer or the obligation to assume losses arising from this agreement arise at the end of the balance sheet date (end of the respective) of the Controlled Company and are due at this time. The profit transfer or loss absorption takes place within a reasonable period of time after the claims become due.

4. EFFECTIVE DATE, DURATION OF CONTRACT AND TERMINATION

4.1 This agreement is concluded subject to the condition precedent of the approval of the Annual General Meeting or the shareholders' meeting of the parties. It becomes effective upon entry in the commercial register at the registered office of the Controlled Company.

4.2 The provisions of this Agreement shall apply retroactively from the beginning of the Controlled Company's current fiscal year when this Agreement comes into effect.

4.3 This agreement is concluded for an indefinite period. It 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.

4.4 The right to terminate this 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. MISCELLANEOUS

5.1 All amendments and additions to this contract - including this clause 5.1 - must be made in writing to be effective, unless a stricter form is required by law.

5.2 If any provision of this Agreement is or becomes void, invalid or unenforceable in whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. The void, invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose pursued by the parties. The same applies to the closing of loopholes in this contract.

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



Göppingen, April 18, 2024

.....

.....

.....