



Annual General Meeting on 21 June 2018

Draft Profit and Loss Transfer Agreement with the subsidiary Wirecard Technologies GmbH

“Profit and Loss Transfer Agreement

between

Wirecard AG,

registered with the commercial register of the

Munich District Court under HRB 169227,

(hereinafter referred to as “Wirecard”)

and

Wirecard Technologies GmbH,

registered with the commercial register of the

Munich District Court under HRB 200352,

(hereinafter referred to as “WDT”)

(Wirecard and WDT hereinafter collectively referred to as the “Parties”)

Preliminary Remarks

Wirecard holds all shares in WDT in the nominal amount of EUR 1,101,000.00, which is equivalent to the total voting stock of WDT (financial integration). This financial integration of WDT into Wirecard has been continued since the beginning of the current fiscal year of WDT.

The Parties intend to conclude a Profit and Loss Transfer Agreement. This said, the Parties agree as follows:

Clause 1

Profit Transfer

- (1) WDT undertakes to transfer to Wirecard its entire profits as determined in accordance with the provisions of the German Commercial Code (“HGB”). The amount to be transferred shall, subject to the retention or reversal of retained earnings under Clause 1(2) of this Agreement, be the maximum amount permissible under Section 301 of the German Stock Corporation Act (“AktG”) as amended, for the first time for the fiscal year beginning on 1 January 2019.*



- (2) *WDT may allocate amounts from the net income to other retained earnings (Section 272(3) HGB) with the consent of Wirecard, to the extent this is permissible under commercial law and is commercially reasonable.*
- (3) *Other retained earnings accrued in accordance with Section 272(3) HGB during the term of this Agreement shall be reversed at the request of Wirecard and be transferred as profits. Other reserves may neither be transferred as profits to Wirecard nor be appropriated to compensate a net loss. In particular, the transfer of income from the reversal of capital reserves shall be excluded as well.*
- (4) *The claim to the transfer of profits shall arise on the balance sheet date of the annual financial statements of WDT. The amount of profits to be transferred shall earn interest from that date at the applicable statutory interest rate.*

Clause 2
Transfer of Losses

- (1) *The transfer of losses shall be governed by Section 302 AktG as amended.*
- (2) *The claim to the transfer of losses shall arise on the balance sheet date of the annual financial statements of WDT. The amount of losses to be transferred shall earn interest from that date at the applicable statutory interest rate.*

Clause 3
Effective Date and Term of the Agreement

- (1) *This Agreement shall be concluded subject to the approval of the General Meeting of Wirecard and of the shareholders' meeting of WDT. This Agreement shall become effective upon the registration in the commercial register of WDT with retroactive effect from the beginning of the fiscal year of WDT, in which the Agreement takes effect, but at the earliest by 1 January 2019, even if the registration takes place before.*
- (2) *This Agreement shall be concluded for an indefinite period of time and may be properly terminated by three (3) months' notice at the end of the fiscal year of WDT, but at the earliest at the end of the fiscal year that ends five (5) years (60 months) after the beginning of the fiscal year of WDT, in which the Agreement has become effective according to Clause 1(1), sentence 2, above. If the fiscal year does not end at that time, this Agreement may be terminated for the first time at the end of the then current fiscal year. The notice of termination must be given in writing. Compliance with the notice period shall be determined on the basis of the receipt of the notice of termination by the other Party.*
- (3) *The right to terminate the Agreement for cause without notice is not affected. In particular, such a right shall exist in the cases set out in Section 297(1) AktG or Section 14(1), sentence 1, no. 3, sentence 2 of the German Corporation Tax Act ("KStG") as amended. The Parties consider a good cause also to exist, if Wirecard no longer directly or indirectly holds the majority of the voting rights from the shares in WDT or if Wirecard is contractually bound to transfer shares in WDT to a third party, so that Wirecard with the pending execution of the corresponding agreement, which might still be subject to external conditions, no longer directly or indirectly holds the majority of the voting rights from the shares in WDT, or if WDT GmbH is merged into another company. Instead of such termination, the Parties may also cancel the Agreement with immediate effect by mutual consent.*



Clause 4
Final Provisions

- (1) *The costs for the notarization of the approval of this Agreement by WDT's General Meeting and the costs of registration in the commercial register of WDT shall be borne by WDT.*
- (2) *Should a provision of this Agreement be or become invalid, the other provisions shall not be affected thereby. The Parties undertake to replace the invalid provision by a provision that comes as close as possible to the economic purpose of the invalid provision. The same applies in the event that this Agreement contains a gap.*
- (3) *This Agreement shall be exclusively subject to German law."*