Domination Agreement

between

Gerresheimer AG, registered office Benrather Strasse 18–20, 40213 Duesseldorf, entered in the commercial register of the Local Court of Duesseldorf under HRB 56040

— hereafter the “Controlling Enterprise” —

and

Gerresheimer Holdings GmbH, registered office Benrather Strasse 18–20, 40213 Duesseldorf, entered in the commercial register of the Local Court of Duesseldorf under HRB 51305

— hereafter the “Controlled Enterprise” —

Section 1
Direction

(1) The Controlled Enterprise hereby submits the direction of its company to the Controlling Enterprise and shall be integrated organizationally into the latter’s business. The Controlling Enterprise shall therefore be entitled to issue to the Management Board of the Controlled Enterprise instructions on direction of the company, both of a general nature and with regard to specific matters. Management and representation of the Controlled Enterprise shall remain the responsibility of the Management Board of the Controlled Enterprise.

(2) The Controlling Enterprise shall exercise its right to issue instructions solely through its Management Board. Instructions shall be issued in writing or in text form or, if issued verbally, confirmed in writing or in text form without delay.

(3) The right to issue instructions shall not extend to amendment, continuation or termination of this Agreement.
Section 2
Absorption of losses

The provisions of sec. 302 AktG, as amended, shall apply accordingly.

Section 3
Entry into effect and duration

(1) The Agreement shall require the approval of the General Meeting of the Controlling Enterprise and the Shareholders’ Meeting of the Controlled Enterprise in order to enter into effect.

(2) It shall enter into force on entry in the commercial register for the registered office of the Controlled Enterprise.

(3) The Agreement is entered into for an indefinite term. It may be terminated in writing by six months’ notice to the end of any financial year.

(4) The right to terminate the Agreement for cause shall not be prejudiced. The Agreement may be terminated for cause including, but not limited to, if the Controlling Enterprise no longer holds a majority shareholding in the Controlled Enterprise, or else upon transfer by the Controlling Enterprise of assets in the Controlled Enterprise or upon the merger, split-off or liquidation of either party.

Section 4
General provisions

(1) If any provision of the Agreement should be or become ineffective or contestable for any reason, the remainder of its substance shall be unaffected, but instead shall be executed mutatis mutandis. Any ineffective or contestable provision shall be deemed replaced by an appropriate provision coming as close as legally possible to what the parties intended and would have intended in light of the spirit and purpose of this Agreement had they considered the point in question on entering into this Agreement. Any loophole in the Agreement shall be remedied accordingly.

(2) In the interpretation of individual provisions of this Agreement, due regard shall be given to the requirements of sec. 14 and sec. 17 of the Corporation Tax Act (Körperschaftsteuergesetz/KStG), as amended, or any corresponding succeeding requirements. If any provision of this Agreement should conflict with sec. 2, sec. 2 shall take precedence.
Duesseldorf, March 5, 2014

Gerresheimer AG
(signature)  (signature)

R. Beaujean  Dr. H. Schulz

Gerresheimer Holdings GmbH
(signature)  (signature)

U. Roehrhoff  J. Hildebrandt