

PARTICIPATION AGREEMENT

between

flatexDEGIRO Bank AG, Rotfeder-Ring 7, D-60327 Frankfurt am Main („**Bank**“)

and

Equatex AG, Vulkanstrasse 106, 8048 Zürich, Switzerland (“**Equatex**”)

- the “**Service Providers**” -

and

any eligible employee / participant of any group company of Infineon Technologies AG group,
including Infineon Technologies AG

- the “**Eligible Employee**” -

The Service Providers have been mandated by Infineon Technologies AG (the “**Company**”) to administer certain equity-based employee incentive plans of the Company (the “**Plans**” or the “**Plan**”). These Plans have been offered to certain Eligible Employees of any participating group company of Infineon Technologies AG group.

In connection with your participation in any Plan as an Eligible Employee, you need to agree to this Participation Agreement.

All Eligible Employees who want to participate in any Plan or already participating in any Plan have to agree to the terms and conditions for the use of the online administration and information system “EquatePlus” and related services, including a call center operated by or on behalf of the Service Providers as set forth in **Part A**) of this Participation Agreement (“**EquatePlus User Agreement**”).

Furthermore, you have to agree to the terms and conditions under which any shares or fractional shares you may acquire or receive in connection with the Plans, will be administered by the Bank as set forth in **Part B**) of this Participation Agreement (“**Trust and Custody Agreement**”). The Trust and Custody Agreement will only become relevant in case you participate in a Plan under which you can acquire or receive shares or fractional shares.

Additionally, you have to provide the Service Provider with a power of attorney with respect to option plans (“**Power of Attorney**”), as set out in more detail in **Part C**) of this Participation Agreement. With the Power of Attorney you will authorize the Service Provider to administer and exercise, respectively, any options and/or subscription rights arising under the Plans. The Power of Attorney will only become relevant in case you participate in a Plan under which you can acquire or receive options.

By accepting this Participation Agreement, you declare the following:

1. You enter into the **EquatePlus User Agreement** with Equatex, setting out the terms and conditions for the use of EquatePlus and related services.
2. You declare your intention to enter into the **Trust and Custody Agreement** with the Bank.

3. You give the Service Providers a Power of Attorney for the administration and/or exercise of options and/or subscription rights.

Please read the following agreements carefully and accept them.

Part A) - EquatePlus User Agreement

Equatex AG, Vulkanstrasse 106, 8048 Zürich, Switzerland (within the scope of this EquatePlus User Agreement the "**Provider**") provides the online administration and information system "EquatePlus" (also referred to as the "**Web Page**") and related services including a call center operated by or on behalf of the Provider (the "**Call Center**") to eligible employees (within the scope of this EquatePlus User Agreement the "**Users**") exclusively subject to the terms and conditions set forth below ("**Conditions**"). By confirming his/her agreement to the Conditions, the User consents to the conclusion of a binding agreement between himself/herself and the Provider for the use of EquatePlus ("**EquatePlus User Agreement**"). EquatePlus enables the User to print out the Conditions. If the User does not agree to the Conditions he/she may not use EquatePlus and further participation in the Plans (as defined below) may not be possible:

1. Communication / Use of EquatePlus

- 1.1 EquatePlus allows registered Users to review information and submit communications with respect to certain equity-based employee incentive plans of Infineon Technologies AG ("**Company**"), administered by the Provider via EquatePlus ("**Plans**"), to conclude the respective agreements necessary for participation in the Plans and to submit and amend relevant data. The Provider currently does not charge any fee to Users for the use of EquatePlus and/or the Call Center.
- 1.2 The Provider can, within its reasonable discretion, change the functionalities or the content of EquatePlus and/or the Call Center at any time, or regulate or restrict the use of or access to the Web Page or individual functions thereof, as appropriate and necessary, provided that the User at all times has an appropriate venue for submitting information and/or exercising his/her rights in compliance with this EquatePlus User Agreement. If the User acts in breach of such regulations or the regulations under this EquatePlus User Agreement, the Provider may exclude him/her temporarily or permanently from the use of the Web Page.
- 1.3 The User is responsible for preventing and excluding any unauthorized use of his/her user identification and his/her password for the Call Center and the Web Page. If the User becomes aware of any unauthorized use of his/her user identification and of his/her password, he/she must inform the Provider accordingly, without delay.
- 1.4 The Provider is not responsible for errors or damages which might arise from the use of e-mail for communication or from an unauthorized use of the User's user identification and password in breach of the provisions of this EquatePlus User Agreement, unless the Provider acts with gross negligence or willful misconduct. All information provided to the Provider in connection with the use of the Web Page shall be recorded and stored, and kept available for checking by the Provider's management, auditors and by the regulatory authorities, in accordance with applicable statutory law.
- 1.5 The Web Page contains specific electronic functionalities designed to submit instructions, requests, authorizations, or personal details to the Provider. This information may also be passed on through the Call Center. Sensitive instructions, requests or authorizations relating to the rights of the User in accordance with the Plans and the transmission of sensitive information such as personal credit details (including credit card numbers), changes of address, communication in confirmation of a change of user identification and password or other time-sensitive instructions must not be sent to the Provider via e-mail and, therefore, in case of noncompliance herewith shall be deemed not to have been declared to the Provider. The Provider neither is responsible for damage, destruction, loss, truncation or distortion of data in transmission, nor for the security of data transmitted by means

of public telecommunications facilities, unless the Provider acts with gross negligence or willful misconduct.

- 1.6 The Web Page will generally be accessible through the Internet by means of publicly available web browsers and software. The Provider does not warrant, and is not responsible, that the Web Page will be available at all times. During any downtimes, the User shall revert to the Call Center. The Provider is not responsible for the installation, use, maintenance and functionality of software on the part of the User.
- 1.7 The Web Page does not represent any offer for the purchase or sale of securities and must not be regarded as providing advice in legal, tax or investment matters. The Provider does not guarantee that any materials published on such Web Page by third parties are accurate, complete and up-to-date and shall not be liable for opinions and recommendations published on such Web Page by third parties.
- 1.8 The User acknowledges that the information available from or through EquatePlus and/or the Call Center does not represent the official record of the User's entitlements under any Plans, and that it may be subject to mistakes, misunderstandings and errors. Solely the written documentation of the Company constitutes the official record of the User's entitlements under the Plans. The Web Page does not replace the other information obtained by the User from the Company or the Provider, and cannot be used for tax declaration purposes, in particular. The User acknowledges that the Provider does not provide written confirmations of cancellations or revocations of orders.
- 1.9 The information on the Web Page, including text, graphic presentation, illustrations and audio and video clips, may be protected by copyrights, proprietary rights, trademarks and/or other intellectual property rights. The Provider is the sole owner of these rights or holder of exclusive rights of use. The information contained therein may be used or printed for personal use only. The materials provided on such Web Page may not be used without the prior written consent of the holder of the copyright or any other protected right.
- 1.10 If the Web Page contains links to other web pages containing information on other companies, organizations or persons, the User acknowledges that these other web pages cannot be influenced by the Provider. Accordingly, the Provider is not responsible for the information or links to be found on such pages and such information shall not be regarded as content provided by the Provider. The Provider provides such links only as a service and has not tested or checked the software or information to be found on such Web Pages. The fact that the Provider provides a link to another web page does not mean that the Provider has access to such pages, their content or to the participants in this other web page. Third parties not associated with the Provider may make the links to these other web pages available. The User acknowledges that the use of software or information from the Internet is associated with a general risk.
- 1.11 The User acknowledges that e-mails transmitted via open installations (such as public and private data transfer networks and providers that are accessible worldwide) may be accessed by anyone. It is impossible to control the transmission route of e-mails, which are often routed through more than one country (even when the sender and recipient are located in the same country). A multitude of risks are inherent in unsecured e-mails, for example:
 - lack of confidentiality: e-mails and their attachments can be viewed without restriction and systematically monitored by unauthorized third parties, including authorities, with relatively little effort;
 - possibility to manipulate content and/or fake sender: the content of e-mails, any attachments and sender details (e-mail address) can be tampered with or falsified and their transmission can be delayed or prevented;

- transmission errors/failures: e-mails may be altered, mutilated, misrouted, delayed or deleted due to technical failures or malfunction during transmission;
- lack of integrity of sender: there is no way for a recipient to technically verify the integrity of an e-mail's sender and content (manipulations and errors are not usually discovered in time);
- viruses, Trojan horses, worms, spam, etc.: considerable damage can be done to the e-mail addressee and e-mails from the Provider can be faked as a result of such e-mail or computer 'infections' created, unnoticed, by third parties.

The User accepts that the Provider is not responsible for any losses arising from such risks.

- 1.12 The Provider may, at its own discretion, call on the services of third parties (whether or not affiliated with the Provider) in fulfillment of its duties, or transfer these duties to third parties, provided that it has first ensured that such third parties will observe an adequate level of confidentiality and data protection.
- 1.13 The User acknowledges that the Provider does not render advice on legal, tax or investment matters, and the User has to obtain any such advice independently.
- 1.14 In case of a conflict with corresponding regulations in another agreement, the regulations set out in this EquatePlus User Agreement shall prevail.

2. Indemnification/Liability

- 2.1 The User is aware that the Provider's services are provided in the form of electronic communication and that the Provider provides neither warranty nor guarantee (1) that these services will be provided without interruption and/or fault, (2) for the results arising out of the use of these services, and (3) for the execution in good time, accurateness, completeness or content of information or of transactions being provided by means of these services or in connection with the use of software by the User.
- 2.2 Where it is not possible for one party to fulfill any contractual obligation due to reasons of *force majeure*, this failure to fulfill does not represent a breach of contract as long as the case of *force majeure* persists and the relevant party applies all necessary and reasonable efforts, including the application of alternative resources, to fulfill its contractual obligation to the greatest reasonable possible extent. The party hindered in fulfillment of its contractual obligations by an instance of *force majeure* must inform the other party accordingly, without delay, describing the instance of *force majeure* in detail.
- 2.3 Provider shall be liable in damages in connection with this EquatePlus User Agreement, whether based on contract or any other legal theory, only to the extent that the damage was caused by gross negligence or willful misconduct imputable to Provider. In the event of death of a natural person or personal injury to the latter, Provider shall be liable also for slight negligence (*einfache Fahrlässigkeit*) in accordance with statutory law. In addition, Provider shall also be liable in accordance with statutory law for a slightly negligent violation of a fundamental duty under this EquatePlus User Agreement, but such liability shall be limited to such damage as Provider could have reasonably foreseen at the time of signing or accepting of the EquatePlus User Agreement via EquatePlus or the Call Center. Fundamental duties as used herein comprise all duties which must be fulfilled by Provider in order to enable consummation of this EquatePlus User Agreement and the achievement of its purposes and fulfillment of which the User may reasonably expect in view of the content and purposes of the EquatePlus User Agreement. Limitations on Provider's liability agreed in this EquatePlus User Agreement shall apply also to the personal liability of Provider's officers, employees, subcontractors or agents (*Erfüllungs- oder Verrichtungsgehilfen*). Any

mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*) and/or arising from a guarantee of properties (*Beschaffenheitsgarantie*) shall remain unaffected.

3. No Transfer of Rights

The User may not transfer to any third party any individual, or all, claims and rights arising from this EquatePlus User Agreement without the prior written approval of the Provider.

4. Termination of Contractual Relationship

- 4.1 Either party may properly terminate the EquatePlus User Agreement with 2 (two) month's notice to the end of a month. The right to extraordinary termination remains unaffected.
- 4.2 The User's termination may be effected by sending a notification to the Provider (Equatex AG, Vulkanstrasse 106, 8048 Zürich, Switzerland). Such termination will restrict the User's ability to participate in any of the Plans and/or to exercise his/her rights thereunder and may cause the User to end his/her participation in the Plans.
- 4.3 The Provider may terminate the EquatePlus User Agreement at any time by email notice to the User observing a notice period of one month. Where the User has not specified an email address or the email address is inactive, the Provider may post a notice in the User's account to the effect that the account will be deleted after one month. After expiry of the aforementioned period, the EquatePlus User Agreement shall be deemed terminated and the Provider is entitled to deactivate and delete the User's user account.
- 4.4 The Provider is entitled to deactivate and delete the User's user account promptly after termination without additional notice to the User.

5. Miscellaneous

- 5.1 The User shall inform the Provider of any changes in his/her personal data via EquatePlus or via the Call Center without undue delay.
- 5.2 Any changes and/or additions to this EquatePlus User Agreement will be notified and communicated to the User by the Provider via EquatePlus or email, as the case may be, but in any case the User will have the opportunity to store and/or print out the amendments. The amendments shall be deemed to have been approved unless the User objects thereto in writing or via EquatePlus, as the case may be. Upon notification of such amendments, the Provider will expressly draw the User's attention to this consequence. The User's objection to the amendments must be received by the Provider within six weeks after having received the notification of the amendments.
- 5.3 The legally binding language for this contractual relationship and any communication with the User during the term of the contract is English.
- 5.4 The EquatePlus User Agreement is subject to the laws of Switzerland exclusively, without giving regard to its rules on conflicts of law.
- 5.5 If any provision of this EquatePlus User Agreement should be or become ineffective, in part or in full, this does not result in the other provisions being ineffective. The Parties agree to replace the ineffective provision with an effective provision that as closely as possible achieves the sense and purpose - particularly from an economic point of view - of the ineffective provision, or what would have been agreed if the ineffectiveness of the provision had been realized at the time of drafting. The same applies should this EquatePlus User Agreement be found to contain any gap.

Part B) - Trust and Custody Agreement

Between [*Eligible Person*]

- hereinafter the "**Trustor**" -

and

flatexDEGIRO Bank AG, Rotfeder-Ring 7, 60327 Frankfurt am Main

- hereinafter the "**Trustee**" -

the Trustor and the Trustee hereinafter together the "**Parties**".

Preamble

The Trustor is an Eligible Employee of Infineon Technologies AG (the "**Company**") or any participating group company of Infineon Technologies AG group ("**Participating Group Company**").

The Company or, as the case may be, a Participating Group Company, offers to the Trustor the possibility to receive Shares under certain equity based incentive plans (hereinafter referred to - together with any future plans - as the "**Plans**").

The Trustee, together with Equatex AG, Switzerland ("**Equatex**"), has been commissioned by the Company, acting on behalf of all Participating Group Companies, with the task of administering the Plans as well as any Shares acquired or received by the Trustor within the context of the Plans and held in the Custody Account, as determined below.

To this end, the Parties establish a trust and custody relationship in order to authorize and regulate the exercise by the Trustee of shareholders' rights and to regulate the Parties' respective rights and obligations in respect of any and all Shares acquired or received under the Plans by the Trustor as follows:

Capitalized terms used in this Trust and Custody Agreement (the "**Agreement**") and not defined herein shall have the meanings ascribed to them in the terms and conditions of the Plans (the "**Plan Rules**").

1. Conclusion of the Agreement

- 1.1 The Trustor's intent to conclude this Trust and Custody Agreement shall be validly submitted to the Trustee electronically, i.e. via the Trustee's online administration system EquatePlus. The Trustee's implied consent will be granted by the Trustee providing services under this Trust and Custody Agreement. However, on a case-by-case basis, the Company or a Participating Group Company may also arrange for the conclusion of this Trust and Custody Agreement in other forms.
- 1.2 Notwithstanding Section 1.1 above, however, the Agreement shall not enter into effect, if the Trustee is prevented from entering into the Agreement by law (e.g. relating to anti-money-laundering or terror-financing). The Trustee will inform the Company about the estoppel in such case.
- 1.3 Election orders and enrollment forms shall be submitted to the Trustee via the EquatePlus Website.
- 1.4 This Trust and Custody Agreement shall constitute the entire agreement between the Trustor and the Trustee relating to the substantial content set out herein. In case any previous Trust and Custody

Agreement has been concluded between the Trustor and the Trustee, it is hereby cancelled and replaced by this Trust and Custody Agreement.

2. Establishment of the Trusteeship / Authorization of the Trustee

- 2.1 The Trustor hereby authorizes the Trustee to keep in custody the Shares he/she has been granted under the Plans, subject to delivery of such Shares to the Trustee. Therefore, the Trustor hereby authorizes and instructs the Trustee to open a custody account in the Trustee's own name ("**Custody Account**") and to hold the respective Shares received under the Plans for custody therein. Shares held in the Custody Account are referred hereinafter as "**Trust Shares**". The Trustor remains the legal owner of such Trust Shares, and this Agreement and, in particular, the authorizations granted to the Trustee hereunder, shall by no means adversely affect the Trustor's title to such Trust Shares. In addition, the Trustee will set up a trust deposit clearing account ("**Trust Deposit Clearing Account**") for purposes of administering payments in connection with the Shares and/or the Plans, in particular purchase prices received from sales of the Trust Shares and of Shares received now or in the future by other persons eligible to participate in any of the Plans ("**Other Participants**").
- 2.2 As a result of its legal ownership of the Shares, the Trustor may also receive or may have received other shares than Trust Shares or other rights (such as subscription rights or partial rights) in connection with the Trustor's holdings in the Custody Account (e.g. as a result of a capital increase or any corporate action such as a spin-off; such shares or rights hereinafter "**Other Securities**"). Other Securities shall not be deemed to be Trust Shares and are exclusively subject to Section 5.8 of this Agreement.
- 2.3 The Trustee shall inform the Trustor about both the number of Trust Shares credited to the Custody Account to the benefit of the Trustor in connection with the current transfer and the aggregate number of Trust Shares held in the Custody Account in the Trustor's name without undue delay after each transfer of Shares received under the Plan to the Custody Account, via the EquatePlus Website.
- 2.4 The Trustor undertakes to make any declarations and to perform any measures required for the custody of the Trust Shares.
- 2.5 The Trustor hereby authorizes (*ermächtigt*) the Trustee pursuant to Section 185 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) and instructs the Trustee
 - (i) to act on behalf of the Trustor regarding the transfer of title (*Übereignung*) of the Trust Shares,
 - (ii) to exercise on a fiduciary basis all shareholders' rights with respect to the Trust Shares (that is to validly hold, exercise and dispose of Trustors' shareholder rights including their transfer) – except, however, for the entitlement to participate in and to exercise the voting rights arising from the Trust Shares in the Company's annual and extraordinary shareholders' meetings (Ermächtigungstreuhand, trust based on authorization),
 1. to apply the amount of dividends received with respect to Trust Shares for the purchase of additional Shares or Fractional Shares as provided in Section 6. During the respective Holding Period dividends will not be paid out in cash but will be reinvested. This means that additional Shares will be acquired by the Trustee on behalf of the Trustor for the amount of the dividend (less taxes and levies, where applicable) and transferred to the Custody Account.
 2. to reinvest the dividends as soon as practicable after the Trustee having received the cash amount corresponding to the amount of dividends. The delivery of the additional Shares (and/or crediting of Fractional Shares) by the Trustee to the Trustor will occur as soon as practicable after the purchase. Shares (and/or Fractional Shares) resulting from reinvestment of dividends do not produce entitlement to Matching Shares.

3. if the respective Plan Rules do not provide for a dividend reinvestment, to remit to the Trustor any cash amount received in connection with the Trustor's ownership of Trust Shares or Other Securities, including any dividend or other cash distribution.
 4. if applicable, to sell the required number of Trust Shares to cover the estimated amount of taxes and/or social security levies and pay the proceeds of the sale to the employer for withholding purposes, if the employer has decided to carry out any withholding of taxes in this manner.
 5. to transfer or sell any Other Securities allocated to the Trustor as set out further in Section 5.8 below.
- 2.6 The Trustee accepts the trust and custody assignment as well as the authorization.

3. Registration in the Company's Share Register in case of registered shares

- 3.1 Upon transfer of Shares acquired under the Plans to the Custody Account, the Trustor becomes legal owner of such Shares and, in case of registered shares, will be registered in the Company's share register accordingly. As long as the Trustor's Shares acquired under the Plans are held in the Custody Account, the shareholders' rights with respect to those Shares shall be exercised in accordance with the German Stock Corporation Act, the Company's Articles of Association, the respective Plan Rules, and the provisions of this Agreement.
- 3.2 Fractional Shares according to Section 6 will not be registered in the Company's share register in the name of the Trustor. As regards the Underlying Shares (as defined below), the Trustee will be registered in its own name in the Company's share register.
- 3.3 The Trustor expressly instructs the Trustee to make the necessary notifications and assist in any reasonable kind and by any reasonable means in effecting all registrations in the Company's share register in accordance with this Agreement. By signing on to the EquatePlus Website during the applicable Offering Period, the Trustor agrees vis-à-vis the Company to be registered in the Company's share register and to receive shareholders' meeting materials (in particular invitation and agenda of upcoming shareholders' meetings) in electronic form.

4. Content of the Trusteeship

- 4.1 The Trustee undertakes to keep in custody the Trust Shares on behalf of the Trustor and to exercise the legal power transferred to it by the Trustor on a fiduciary basis in its own name, but for the benefit of the Trustor.
- 4.2 The Trusteeship also applies to all sums of money which the Trustee shall collect in connection with the Trust Shares (e.g. dividends) in his capacity as trustee. The Trustee shall credit any sums received in respect to the Trust Shares or resulting from sale of rights attached thereto, e.g. proceeds from the sale of subscription rights, to the Trust Deposit Clearing Account, for further remittance to the Trustor's personal bank account, subject to the conditions set forth in the respective Plans and this Agreement. For the avoidance of doubt, the Trustee credits and remits the sums of money collected in connection with the Trust Shares and the Shares received now or in the future by Other Participants, acting in its capacity as trustee of the Trustor and the Other Participants. The Trustor shall inform the Trustee about the details of his/her personal bank account by entering and, whenever necessary, updating the respective information in EquatePlus.
- 4.3 Any transferability of the Trust Shares depends on the relevant stipulations determined in the respective Plans and is subject to any applicable law. The Trustor shall, in all respects in connection with this Agreement and the respective Plan, be solely responsible for the compliance with his/her

personal obligations arising under the respective local laws applicable to the Trustor (e.g. currency control notifications, tax declarations etc.). In consideration of the foregoing, Trust Shares held in the Custody Account are in general freely transferable and the Trustor may instruct the Trustee at any time to execute a transfer or sale. Transfer requests and sales orders can only be made via the EquatePlus Website or the call center operated by or on behalf of the Trustee ("Call Center"). The respective Trust Shares will be transferred or sold by the Trustee upon such request.

5. Obligations of the Trustee

- 5.1 The Trustee undertakes to refrain from any disposal and/or encumbrance (e.g. transfer/assignment, pledging, granting of usufruct, etc.) in respect of the Trust Shares without the prior consent of, or instruction from, the Trustor.
- 5.2 Before exercising the shareholders' rights assigned to the Trustee pursuant to this Agreement, the Trustee shall obtain the instructions of the Trustor and shall comply with these instructions. The Trustee is not obliged to verify the compliance of the Trustor's instructions with the provisions of the Plan. Where, in cases of urgency, which do not allow for a delay, it is not possible to obtain the Trustor's instructions in advance, the Trustee shall act, taking into account interests of the Trustor, according to its best judgment and with due consideration of its obligations.
- 5.3 If and to the extent the applicable Plan provides for a reinvestment of dividends into additional Shares and/or Fractional Shares (as defined below) the Trustee shall proceed with the reinvestment according to the Plan Rules. In this case, Shares or Fractional Shares resulting from such reinvestment of dividends shall be delivered and held in the Custody Account and be subject to the provisions of this Agreement.
- 5.4 If and to the extent the respective Plan does not provide for a reinvestment of dividends (e.g. after the end of an applicable Holding Period), the Trustee shall remit any dividend or other cash amount received with respect to any Trust Share or any Other Securities (e.g. dividends, profits, any other remuneration) to the Trustor in cash according to the Plan Rules.
- 5.5 Notwithstanding the aforesaid, the Trustee is obliged to remit or pay to the Trustor any amount it receives as a result of the business activity relating to the Trust Shares other than dividends (e.g. other remuneration including any proceeds from liquidation), or apply such amount or to make use of it accordingly, as stipulated in the respective Plan Rules. The Trustee is entitled to deduct its expenses as described in Section 9 below to the extent that such expenses are not paid by the respective Participating Group Company.
- 5.6 The Trustee shall provide the Trustor with the transaction confirmation without undue delay after each transaction relating to the Trust Shares. Such confirmations as well as annual account statements will be made available via the EquatePlus Website.
- 5.7 The Trustee may, at its own discretion, call on the services of third parties (whether or not affiliated with the Trustee's) in fulfillment of its duties, or transfer these duties to third parties. The Trustee is responsible for such third party (Section 278 BGB).
- 5.8 The Trustee shall inform the Trustor via EquatePlus without undue delay of the allocation of any Other Securities. To the extent it is legally permissible and practically possible to sell the Other Securities or to transfer them to a personal brokerage account of the Trustor, the Trustee will inform the Trustor via EquatePlus that he/she may, during a one month period beginning with the allocation of the Other Securities to the Trustor, either transfer the Other Securities to his/her personal brokerage account or instruct and authorize the Trustee to sell such Other Securities. The Trustee shall effect the transfer of the Other Securities promptly upon receipt of the necessary information.

If a transfer of the Other Securities to a personal brokerage account of the Trustor is legally not permissible or practically not possible or if, during the one month period referred to above, the Trustor has not effected the transfer or sale of the Other Securities, the Trustee shall be entitled to sell the Other Securities on behalf of the Trustor in accordance with Section 8 and applicable professional standards and taking into account the Trustor's best interests. With regard to subscription rights, the Trustor may decide within the appropriate time-limit set by the Trustee (depending on the respective time limit for the trade in subscription rights, but being no longer than the one month period as described before) to exercise, sell or forfeit them. The Trustor acknowledges that, should he opt to exercise the subscription rights, he is solely responsible to pay in advance for any so acquired additional shares, as the Company will not fund these on his behalf.

Notwithstanding the aforesaid, the Trustee may proceed with the sale of Other Securities even before the end of the one-month period referred to above if this protects the interests of the Trustor due to the nature of the allocated Other Securities (e.g. if the listing period of the Other Securities is shorter than the one-month period). In cases where such earlier sale is anticipated, the Trustee shall inform the Trustor accordingly via EquatePlus.

In case of a sale of Other Securities after expiration of the one-month period or in case of an earlier sale due to the nature of the allocated Other Securities as described above, the Trustee is authorized to aggregate the Trustor's Other Securities together with the Other Securities of Other Participants which remain in the Custody Account in a batch and to effect the sale of such Other Securities over a certain period of time in order to minimize the impact on the share price (*marktschonender Verkauf*). The sale proceeds of the Other Securities will be determined based on the average sale price of all Other Securities sold in the same batch. Any proceeds from the sale of Other Securities (less any applicable fees and expenses according to Section 9) shall be remitted to the Trustor in cash via the personal cash account of the Trustor registered with EquatePlus or via the Call Center. Section 15.2 (v) c shall apply accordingly.

6. Fractional Shares

6.1 Creation and legal nature of Fractional Shares

If and to the extent that the amounts that the Trustor receives in Shares does not result in the acquisition of one or more whole Shares, such residual amount for which a whole Share could not be purchased (being less than 1.0) will be applied for the creation of a virtual fraction of a Share. The creation of such fraction will not consist in the issuance of a physical fraction of a Share to the Trustor but will only establish a claim of the Trustor against the Trustee that consists in rights as described below ("**Fractional Share**"). Consequently, Fractional Shares do not confer any shareholder rights.

The Trustor acknowledges that the Trustee will, in its own name, also hold a number of shares in the Custody Account underlying the Fractional Shares held by all Participants, i.e. the Trustor and the Other Participants ("**Underlying Shares**"). The number of the Underlying Shares in the Custody Account equals the sum of all Fractions of all Participants and is rounded up to full shares.

If and to the extent that the sum of the Fractional Shares held by the Trustor equals a whole number (e.g. the Trustor holds a Fractional Share in the amount of 0.5 and a further Fractional Share in the amount of 0.7, the sum being 1.2) ("**Conversion Event**"), those Fractional Shares will be converted into such whole numbers of Shares ("**Conversion Shares**") (e.g. 1.2 Fractional Shares result in 1 Conversion Share and 0.2 Fractional Shares). Conversion Shares are created from Underlying Shares by transferring legal ownership to the Trustor.

Fractional Shares may also be created upon any further acquisition of additional Shares (such as the result of reinvestment of dividends or delivery of Matching Shares). Fractional Shares are not transferable and may only be converted into whole Shares or cashed-out by the Trustee. When calculated they will be rounded down to the third decimal place. The Fractional Shares will be treated

in the same way as full Investment Shares and all provisions of this Agreement regarding the Shares will apply to the Fractional Shares *mutatis mutandis* except where stipulated otherwise.

6.2 Content of the Trusteeship and Obligations of the Trustee

By virtue of this Agreement, the Trustor is granted by the Trustee an *in personam* entitlement vis-à-vis the Trustee representing the cash equivalent of the proportionate economic value of a Share. This entitlement is represented by his/her Fractional Share. Section 2.4 applies *mutatis mutandis*.

The Trustee, as the legal owner of the Underlying Shares, will be entitled to all shareholders' rights arising from such shares. The Trustee will exercise such shareholders' rights on a fiduciary basis and, notwithstanding the aforesaid, undertakes not to exercise any voting rights arising from such Underlying Shares. Dividends received by the Trustee with respect to Underlying Shares will be forwarded to the Participants in proportion to the Fractional Shares held by each of them.

The Trustee furthermore undertakes to

- (i) calculate the Trustor's Fractional Shares
- (ii) proceed with reinvestment of dividend paid with respect to the Fractional Shares in additional Shares,
- (iii) convert the Trustor's Fractional Shares into Conversion Shares upon the Conversion Event by transferring legal ownership of such the respective whole number of Shares from the Trustee to the Trustor. Residual amounts (being less than 1.0) attributable to such Trustor will remain invested in Fractional Shares.

The Trustor will be registered in the Company's share register for the Conversion Shares in accordance with provision 3.1.

Upon conversion, any rights of the Trustee resulting from the converted Fractional Shares cease to exist and Conversion Shares are subject to all provisions of this Agreement, except with respect to the rights for matching which shall remain calculated based on the Fractional Investment Shares held by the Trustor prior to the Conversion Event.

7. Subscription Rights

Should the Trustor be entitled to any subscription rights regards the Shares held in the Custody Account (i.e. after an increase of the Company's capital), the Trustee will notify the Trustor of this immediately. The Trustor may then decide within the appropriate time-limit set by the Trustee (depending on the respective time limit for the trade in subscription rights, but being no longer than one month) to exercise the subscription rights, sell these or forfeit them. The Trustor acknowledges that, should he opt to exercise the subscription rights, he is solely responsible to pay for any so acquired additional shares, as the Company will not fund these on his behalf.

8. Trading Rules Applying to the Sale of Trust Shares

- 8.1 The Trustee will execute the Trustor's orders regarding the transfer or sale of Trust Shares and/or Fractional Shares in accordance with the first-in-first-out principle. This means that upon execution of a transfer and/or sales order placed by the Trustor those Trust Shares and/or Fractional Shares will be sold and cleared from the Custody Account that the Trustor acquired first.
- 8.2 The Trustor acknowledges that sales orders placed by the Trustee that relate to a full number of Trust Shares (e.g. 25.0 or 138.0 Trust Shares) will generally be executed immediately and individually, i.e. at the current stock market price of the Share as of execution of an order (straight through sale). In contrast, sales orders that exclusively relate to or partly include fractional amounts of Trust Shares (e.g. 0.531 or 87.657 Trust Shares) will be accumulated in a batch. This batch will be closed and executed once per trading day, i.e. all orders pooled in it will be executed on the basis of the same stock market price of the Share which could differ from the stock market price of the Share at the time

the Trustor placed his/her sales order (batch trade). Notwithstanding the aforesaid, the Trustor acknowledges and accepts that sales orders regarding a full number of trust shares may also be accumulated in a so called batch with the approval of the Company (batch trade). This batch will be closed and executed once per trading day, i.e. all orders pooled in it will be executed on the basis of the same stock market price of the Share which could differ from the stock market price of the Share at the time the Trustor placed his/her sales order.

- 8.3 As a general principle and unless explicitly agreed otherwise, Trustee will carry out any buy or sale orders sequentially and promptly in the open market at the then current market price (best execution). In case of sale, the respective net proceeds (proceeds after deduction of all applicable fees, commissions, and withholdings, if any) shall be transferred to a cash account predefined by either the Company or the Trustor. Trustor acknowledges that Trustee must carry out any such buy or sale orders in accordance with applicable securities and stock exchange regulations. Inter alia, in case of a large size of orders or a large number of Shares to be placed on the market (e.g. due to a vesting date), this may lead to a staggered sale process in order to prevent market disruptions, without Trustee being obliged to inform the Company or Trustor in advance about such deviation from the general principle.
- 8.4 For the avoidance of doubt, the Trustor acknowledges that he/she is also not allowed to sell any Shares in case he/she considers himself/herself an insider pursuant to the German Securities Trading Act or any other applicable laws after the election/allocation of the Investment Shares.
- 8.5 In addition, the Company may provide, at its own discretion, and as set out in more detail in the respective Plan Rules, for a collective execution of any sales orders placed by the Participants with respect to Trust Shares during a period of up to twenty (20) trading days commencing at the Settlement Date ("Collective Sale"). The Collective Sale may be effected through a sale, or a series of sales, of Shares on the stock exchange and/or off-market (including, without limitation, by way of block trades) and may be effected in a time extended way over a period of up to twenty (20) trading days commencing at the Settlement Date. For that period, the Company is entitled to impose, at its sole discretion, a lock-up and/or other transfer and/or selling restrictions for any transfer and/or sale of Trust Shares other than by means of the Collective Sale. In case of any deviations between the provisions of this clause 8.5 and the provisions of the Plan Rules regarding a Collective Sale, the latter shall be decisive.

9. Remuneration, Refund of Expenses

- 9.1 Except as provided otherwise below, the Trustee shall not be entitled to any fees or charges or reimbursement of costs or expenses from the Trustor.
- 9.2 The Trustee shall be entitled to refund of any expenses (including any statutory value added tax, if applicable) which are incurred by the Trustee due to its proper fulfillment of this Agreement.
- 9.3 Unless stipulated otherwise in this Agreement, the remuneration and reimbursement of cost and expenses of the Trustee in relation to its services rendered under this Agreement are governed by separate agreement between the Trustee and the Company.
- 9.4 The Trustor shall bear all fees and third-party expenses (e.g. stock exchange fees) from any act regarding the sale of his/her Trust Shares held in the Custody Account. Any share sale shall be subject to a transaction fee in line with the Price List of the Trustee published in EquatePlus. The Trustee can adjust the Price List with the approval of the Company. We will notify you in advance of any changes to the Price List, which will only apply to transactions occurring after publication of the new Price List in EquatePlus.

10. Personal Data

- 10.1 The Parties acknowledge that the Trustor agrees in connection with his/her participation in the Plan to the collection, processing and use of his/her personal data by the Trustee and any third parties the Trustee calls on the services according to section 5.7 e.g. Equatex with separate declaration. The Trustee and any third parties involved by it pursuant to Section 5.7, and Equatex AG, Switzerland, shall be entitled to handle the Trustor's personal data to the extent that it serves the purposes and the execution of this Agreement.
- 10.2 In case the Trustor moves to a different country where a service provider that is not an affiliated company of the Trustee provides the services in conjunction with the Plans, the Trustor gives his/her consent and instructs the Trustee to provide all necessary information and data to such service provider to enable such service provider to perform its duties in connection with the respective new agreements to be agreed upon by the Trustor and the new service provider including, without limitation, all data available in the EquatePlus system relating to the Trustor.
- 10.3 The Trustor acknowledges that he/she has the right to revoke the consent with respect to his/her personal data described above. As the administration of the Trustor's holdings under the Plan will no longer be feasible after such revocation, this will lead to automatic termination of this Agreement governed by the provisions of Section 15 below. However, a revocation of the abovementioned consent is not possible for the duration of the Trustor's participation in the Company's bonus scheme, the Plan and its basic conditions.

11. Taxes and Levies

The Trustor is debtor of, and responsible for, all taxes and social security levies arising in connection with the Trust Shares and the proportional amount attributable to the Trustor in the Trust Deposit Clearing Account. The Trustor is responsible for passing on to the Trustee the correct data required for the calculation and payment of taxes and levies due from the Trustor. The Trustee cannot accept non-assessment notes (*Nichtveranlagungsbescheinigungen*). The Trustee does not render tax advice to the Trustor, and the Trustor has to obtain any such advice independently. Applicable statutory obligations of the Trustee to issue annual tax confirmations remain.

12. Indemnification/Liability

- 12.1 At the request of the Trustee, the Trustor shall entirely indemnify the Trustee in connection with all obligations arising from the fiduciary exercise of shareholders' rights under the Trust Shares by the Trustee in accordance with this Agreement, unless the Trustee has acted contrary to the instructions of the Trustor. If the Trustee has already fulfilled any such obligation, then it may demand refund from the Trustor.
- 12.2 This indemnification also applies to any taxes and levies of any kind to be paid by the Trustee in connection with the Trust Shares and the proportional amount attributable to the Trustor in the Trust Deposit Clearing Account.
- 12.3 The Trustor is aware that certain of the Trustee's services are provided in the form of electronic communication and that the Trustee provides neither warranty nor guarantee (1) that these services will be provided without interruption and/or fault, (2) for the results arising out of the use of these services, and (3) for the execution in good time, accurateness, completeness or content of information or of transactions being provided by means of these services or in connection with the use of a software program by the Trustor.
- 12.4 Where it is not possible for one party to fulfill any contractual obligation due to reasons of force majeure, this failure to fulfill does not represent a breach of contract as long as the case of force

majeure persists and the relevant party applies all necessary and reasonable efforts, including the application of alternative resources, to fulfill its contractual obligation to the greatest reasonable possible extent. The party hindered in fulfillment of its contractual obligations by an instance of force majeure must inform the other party accordingly, without delay, describing the instance of force majeure in detail.

- 12.5 Trustee shall be liable in damages in connection with this Agreement, whether based on contract or any other legal theory, only to the extent that the damage was caused by gross negligence or willful misconduct imputable to Trustee. In the event of death of a natural person or personal injury to the latter, Trustee shall be liable also for slight negligence (einfache Fahrlässigkeit) in accordance with statutory law. In addition, Trustee shall also be liable in accordance with statutory law for a slightly negligent violation of a fundamental duty under this Agreement, but such liability shall be limited to such damage as Trustee could have reasonably foreseen at the time of signing of the Agreement. Fundamental duties as used herein comprise all duties which must be fulfilled by Trustee in order to enable consummation of this Agreement and the achievement of its purposes and fulfillment of which the Trustor may reasonably expect in view of the content and purposes of the Agreement. Limitations on Trustee's liability agreed in this Agreement shall apply also to the personal liability of Trustee's officers, employees, subcontractors or agents (Erfüllungs- oder Verrichtungsgehilfen). Any mandatory liability under the German Product Liability Act (Produkthaftungsgesetz) and/or arising from a guarantee of properties (Beschaffenheitsgarantie) shall remain unaffected.

13. Clarification of Risk

The Trustor confirms that he/she is aware of the risks associated with securities services and ancillary securities services and of the risk to lose the invested capital in part or in total. The Trustee will not perform any appropriateness test according to sec. 31 para. 7 of the German Securities Trading Act (*Wertpapierhandelsgesetz, WpHG*).

14. Transfer of Rights

The Trustor must inform the Trustee without delay if he/she transfers to any third party any individual, or all, claims and rights arising from this Agreement.

15. Termination of Contractual Relationships

15.1 Cases of Termination

- (i) This contractual relationship can be terminated by the Trustor at one month's notice to the end of the month and by the Trustee at two months' notice to the end of the month. The right to extraordinary termination remains unaffected
- (ii) In any case this contractual relationship automatically ends with the termination of the Service Agreement between the Company and the Trustee with respect to the administration of the Plan.
- (iii) This Agreement automatically ends in case of an early termination of the Plans by the Company in accordance with the respective Plan Rules with effect as of the date as determined by the Company.
- (iv) This Agreement automatically ends upon change of residence of the Trustor to a jurisdiction where the Company is offering employees of the Company or any of its group companies to participate in the respective Plan but where the Trustee is not allowed by applicable law to provide its services or which is not covered by the service agreement between the Trustee and the Company (as amended from time to time).

- (v) Notwithstanding the above, this Agreement shall also terminate automatically without further notice in the event the Trustor (i) ceases to be an employee of any of the Participating Group Companies with effect as of the date of the Trustor's departure, or (ii) has ceased to be an employee of any of the Participating Group Companies prior to the conclusion of this Agreement with effect as of the date of the conclusion of this Agreement, or (iii) revokes the data privacy consent declaration as provided for in the respective data agreement.

15.2 Consequences of Termination

- (i) Upon termination of this Agreement, the Trustor holds a claim against the Trustee for return of the Trust Shares and transfer of the portion of the Trust Deposit Clearing Account attributable to the Trustor. The Trustee must issue to the Trustor the statement of account in respect of expenses and earnings, without delay, via EquatePlus.
- (ii) In the event of termination of this Agreement due to the termination of the Service Agreement between the Company and the Trustee, the Trustee shall transfer the Trust Shares and any portion of the Trust Deposit Clearing Account attributable to the Trustor to an account of a newly appointed service provider as notified to the Trustee by the Company on behalf of the Trustor.
- (iii) In case of termination of this Trust and Custody Agreement provided for in Section 15.1 (iv)(iv), the Trustee shall transfer, on behalf of the Trustor, the Trust Shares and/or any portion of the Trust Deposit Clearing Account attributable to the Trustor to the custody account of the new service provider commissioned by the Company.
- (iv) In all cases of termination of this Trust and Custody Agreement for any other reason than provided for in Sections 15.1 (ii) and 15.1 (iv) and in case of termination according to Section 15.1 (iv)(iv) without any new service provider having been commissioned, the Trustee shall inform the Trustor via EquatePlus of:
 - a. the termination of this Trust and Custody Agreement;
 - b. the requirement of the Trustor to either sell his/her Trust Shares or to transfer them to his/her personal brokerage account via EquatePlus within a period of three months of the termination;
 - c. the obligation of the Trustor to register via EquatePlus his/her personal cash account to which any portion of the Trust Deposit Clearing Account attributable to the Trustor or any cash amounts the Trust is entitled to shall be transferred;
 - d. the consequences (as set out below) if the Trust Shares are not sold or transferred by the Trustor within a three-month period or if no personal brokerage or cash account details are registered.
- (v) In the event that the Trustor does not sell the Trust Shares or transfer them to his/her personal brokerage account via EquatePlus or the Call Center within three months of the termination, the Trustor hereby explicitly authorizes and instructs the Trustee to take the following actions:
 - a. The Trustee shall sell any remaining Trust Shares via the stock exchange in accordance with Section 8 of this Trust and Custody Agreement. The Trustee shall inform the Trustor promptly of such sale and cash out via EquatePlus.
 - b. The Trustee shall transfer any cash amounts to which the Trustor is entitled (e.g. proceeds from a sale of the Trust Shares or any portion of the Trust Deposit Clearing Account attributable to the Trustor) less any applicable fees and expenses according to

Section 9 to the registered personal cash account or, in absence of a registered personal cash account, to the personal cash account as notified by the Trustor.

- c. As long as no registered personal cash account is available and the Trustor has also not provided the details of any personal cash account of the Trustor, the Trustee will hold the cash amount in its own name but for the benefit of the Trustor. The Trustor will not be entitled to any interest on the cash amount. In the event that the Trustee has not been provided with the details of the Trustor's personal cash account within three months of the above mentioned sale notification, the Trustee shall be entitled, but not obliged, to deposit (*hinterlegen*) the cash amount owed by the Trustee to the Trustor, less any internal costs (such as customary fees for the administration of the cash account and the depositing with the local court) and external fees and expenses at any time with any competent German court. The Trustee shall inform the Trustor promptly of such depositing via EquatePlus.

16. Miscellaneous

- 16.1 The Trustor shall inform the Trustee of any changes in his/her personal data via the EquatePlus Website or via the Call Center without undue delay.
- 16.2 Any amendments of this Trust and Custody Agreement will be notified and communicated to the Trustor by the Trustee via EquatePlus. The Trustor will be asked to accept the amendments when entering EquatePlus for the next time and will then have the opportunity to store and/or print out the amendments.
- 16.3 This Agreement is subject to German law excluding the provisions of the regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.4 The legally binding language of the Agreement is English. Any translations are for convenience only.
- 16.5 If any provision of this Agreement should be or become ineffective, in part or in full, this does not result in the other provisions being ineffective. The Parties agree to replace the ineffective provision with an effective provision that as closely as possible achieves the sense and purpose - particularly from an economic point of view - of the ineffective provision, or what would have been agreed if the ineffectiveness of the provision had been realized at the time of drafting. The same applies should this Agreement be found to contain any gap.
- 16.6 The Trustor acknowledges to have received via physical mail, EquatePlus or via e-mail, as the case may be, prior to the conclusion of this Trust and Custody Agreement, the following documents applicable in relation to the services the Trustee provides:
- (i) the Trustee's General Business Conditions,
 - (ii) the Trustee's Order Execution Policy,
 - (iii) the Trustee's Conflict of Interest Policy,
 - (iv) the Trustee's Special Conditions for Dealings in Securities,
 - (v) the Trustee's Depositor Information Sheet, and
 - (vi) the Important Information for Plan Participants on Banking Business by way of Distance Contracts with the Trustee.
- 16.7 The documents listed in Section 16.6 above constitute an integral part of this Trust and Custody Agreement. In case of a conflict, the provisions of this Agreement shall prevail.

Part C) – General Power of Attorney, Mandate and Declaration of Consent ("Agreement")

I am a beneficiary of a stock option plan/s and/or phantom stock plan/s and/or convertible bond program/s of Infineon Technologies AG (hereinafter the "**Company**") and might be a beneficiary of future stock option plans and/or phantom stock plans and/or and/or convertible bond program/s similar programmes of the Company (hereinafter referred to as the "**Equity Based Compensation Programmes**").

A) Mandate in respect of stock options

In respect of the stock options and/or convertible bonds granted to me under the Equity Based Compensation Programme/s and of the subscription rights for shares of the Company arising there from, I hereby mandate and authorise, with release from the restrictions pursuant to Section 181 BGB (*German Civil Code*) and with the authorisation to grant sub-powers (including releases from the restrictions pursuant to Section 181 BGB),

flatexDEGIRO Bank AG
Rotfeder-Ring 7
D-60327 Frankfurt am Main

in accordance with my execution orders given by me via the EquatePlus administration system or the Call Center (or a comparable successor system), in my name and on my behalf, in recognition of the conditions of the Equity Based Compensation Programmes and any announcements made up to the time of exercise of subscription rights under the respective Equity Based Compensation Programme

- to issue the exercise or conversion declarations necessary under Sections 192 (5), 198 AktG (*German Stock Corporation Act*) or the certificate of subscription pursuant Sections 203(1), 185(1) AktG towards the Company,
- to waive the corresponding declarations of acceptance by the Company in accordance with Section 151 BGB,
- in this connection, to declare acceptance of the offer (as implied in the conditions of the relevant Equity Based Compensation Programme and the relevant option right conditions) for conclusion of the subscription agreement,
- according to the conditions of the Equity Based Compensation Programmes, to accept delivery of existing shares by the Company or the subscription and delivery of new shares from authorised capital or capital and to make the necessary declarations,
- if provided for in the Equity Based Compensation Programmes, to accept cash payment by the Company instead of delivery of new shares from conditional or authorized capital or existing shares as performance in place of settlement (Section 364 BGB) and to make the necessary declarations and
- in the course of settlement, to transfer the shares to a securities deposit account as specified by me or to keep the shares in custody on a trust account opened in the name of flatexDEGIRO Bank AG ("**flatexDEGIRO Bank AG**") (the "**Trust Account**"), provided that a separate trust agreement has in advance been entered into between flatex Bank and myself, in which case I will become and remain the legal owner of such shares.

To the extent to which the following transaction types are provided for in the relevant conditions of the Equity Based Compensation Programmes, I also hereby mandate and authorise flatexDEGIRO Bank AG,

- if I have selected the transaction type "**Exercise**": after having received the exercise price, to transfer the subscribed shares of the Company to a securities deposit account to be specified by me or, if applicable, to the Trust Account,
- if I have selected the transaction type "**Sell-to-Cover**": to sell the number of subscribed shares of the Company on the market on my behalf that is necessary to cover all applicable costs (exercise price, taxes, duties, social insurance contributions and fees), and transfer the remaining shares to a securities deposit account to be specified by me or, if applicable, to the Trust Account.
- if I have selected the transaction type "**Exersale**": to sell the subscribed shares of the Company on the market on my behalf and to pay sales proceeds (minus the exercise price, taxes, duties, social insurance contributions, fees) to a bank account to be specified by me or, if applicable, to the Company to be transferred to me in connection with the next salary payment.

The obligation of flatexDEGIRO Bank AG to execute these orders is subject to the delivery of the shares by the Company.

In connection with any sale of shares flatexDEGIRO Bank AG is entitled to pool sale orders of various participants and to sell the relevant shares on certain trading days within an execution window as determined by flatexDEGIRO Bank AG in compliance with the order execution policy.

In the case that dividends I am entitled to in connection with shares obtained by me and kept in the Trust Account are supposed to be reinvested in shares, flatexDEGIRO Bank AG is authorized, to pool the amount to be reinvested of various participants and to purchase the relevant shares on certain trading days as determined by flatexDEGIRO Bank AG in compliance with the order execution policy.

To the extent I am entitled within my participation in an Equity Based Compensation Programme to any disbursement of the nominal value of a fraction of a share (Fraction Share), flatexDEGIRO Bank AG would, if I claim such disbursement from flatexDEGIRO Bank AG, also be authorized to pool the claims for disbursement from various participants and to sell the relevant shares that underlie the Fraction Shares and are held by flatexDEGIRO Bank AG (Underlying Shares) on certain trading days as determined by flatexDEGIRO Bank AG in compliance with the order execution policy.

In the event that claims for delivery of shares of the Company with diverging dividend entitlement arise through the exercise of subscription rights between the end of any fiscal year of the Company and the next annual shareholders' meeting of the Company resolving on the use of profits from the fiscal year then ended, I acknowledge, that I will either receive new shares without entitlement for dividend payments for the previous fiscal year and a temporarily separate security code, or, in the case the Company does not wish to create new shares with a separate security code, may receive the subscribed shares after the annual shareholders' meeting. In the latter case I hereby authorise flatexDEGIRO Bank AG to issue on my behalf my exercise notice or conversion declaration or subscription certificate in due course after the annual shareholders' meeting. Accordingly, I acknowledge that, in case I have exercised option rights at the end of a fiscal year but new shares in that relevant fiscal year cannot be created anymore, flatexDEGIRO Bank AG will issue the exercise notice or conversion declaration or subscription certificate in the new fiscal year and under certain circumstances, I will then receive new shares that do not entitle for dividend payments for the fiscal year in which I have exercised my option right via EquatePlus or the Call Center. I further acknowledge, that these new shares also temporarily could have a separate security code.

B) In General for all Plans

I am aware that I can revoke the authorizations given in accordance with A) above at any time, but that upon revocation of the authorizations given in accordance with A) above the administration of my options or convertible bonds as well as the creation of new shares which I have acquired by exercising my options or convertible bonds, as well as the execution of my orders "**Exercise**", "**Sell-to-cover**" and "**Exersale**" cannot be accomplished anymore by flatexDEGIRO Bank AG.

Furthermore this entire Agreement may be terminated by both parties with provision of a period of advance notice of one month to the end of the month, by means of written declaration. The right to extraordinary termination remains in place, unaffected by this Agreement.

I am aware that such any revocation or termination can cause to end my participation in the Plan.

I am further aware that I have the right to revoke my consent to this Agreement according to the conditions set out in the "Important Information for Plan Participants on Banking Business by way of Distance Contracts with flatexDEGIRO Bank AG".

The Bank shall at its own discretion be entitled to have the owed service performed either in whole or in part by another company of the group, Equatex AG in Switzerland („Equatex“, the Plan Administrator) or by a third party.

I am aware of being debtor and solely responsible for all taxes, duties and social insurance contributions arising in connection with the Equity Based Compensation Programmes.

I agree that written communication between Equatex and/or flatexDEGIRO Bank AG (together the „Provider“) and me can be held via unsecured/unencrypted e-mail. I will ensure that Equatex is at any time provided with my then current e-mail address. I acknowledge that unsecured e-mails transmitted via public providers inhere a multitude of risks including, but not limited to: lack of confidentiality, possible manipulation of content and sender, transmission errors/failures as well as viruses, worms, spams, Trojan horses etc. **The Provider does not accept any responsibility for any errors or losses arising from any such risks of unsecured e-mail transmission and/or from any damage, destruction, loss or faulty transmission of data in general.**

I agree that where it is not possible for the provider to fulfil any contractual obligation due to reasons of force majeure, this failure to fulfil does not represent a breach of contract for as long as the case of force majeure persists and the provider applies all necessary and reasonable efforts, including the application of alternative resources, to fulfil its contractual obligation to the greatest possible extent.

I agree that the provider shall be liable in damages in connection with this General Power of Attorney, Mandate and Declaration of Consent, whether based on contract or any other legal theory, only to the extent that the damage was caused by gross negligence or wilful misconduct imputable to the provider. In the event of death of a natural person or personal injury to the latter, the provider shall be liable also for slight negligence (*einfache Fahrlässigkeit*) in accordance with statutory law. In addition, the provider shall also be liable in accordance with statutory law for a slightly negligent violation of a fundamental duty under this General Power of Attorney, Mandate and Declaration of Consent, but such liability shall be limited to such damage as the provider could have reasonably foreseen at the time of my signing or my acceptance via EquatePlus or the Call Center of this Agreement. Fundamental duties as used herein comprise all duties which must be fulfilled by the provider in order to enable consummation of this Power of Attorney, Mandate and Declaration of Consent and the achievement of its purposes and fulfilment of which I may reasonably expect in view of the content and purposes of this Agreement. I further acknowledge that limitations on the provider's liability agreed in this Agreement shall apply also to the personal liability of the provider's officers, employees, subcontractors or agents (*Erfüllungs- oder Verrichtungsgehilfen*). Any mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*) and/or arising from a guarantee of properties (*Beschaffenheitsgarantie*) shall remain unaffected.

I agree that this Agreement will replace all my General Powers of Attorneys and Mandates given in connection with my Equity Based Compensation Programmes to flatexDEGIRO Bank AG and will be applicable to all my Equity Based Compensation Programmes from the date of this Agreement. I instruct flatexDEGIRO Bank AG to destroy all my General Powers of Attorneys, Declarations of Assignment and Mandates given previously and remaining in the possession of flatexDEGIRO Bank AG that will be replaced by this Agreement. Additionally, this Agreement automatically ends with the conclusion of another, similar

agreement with flatexDEGIRO Bank AG or another service provider. Authorizations given in accordance with A), will be deemed to have been revoked in this case with immediate effect

This Agreement is subject to German law and exists in both a German and an English language version. The English version contains the original text and is solely decisive regarding disputes resulting from this Agreement or its interpretation. The place of jurisdiction for all disputes arising out of and connected with this Agreement is – to the extent permissible – Frankfurt am Main.

If any provision of this Agreement should be or become ineffective, in part or in full, this does not result in the other provisions being ineffective. The Parties agree to replace the ineffective provision with an effective provision that as closely as possible achieves the sense and purpose - particularly from an economic point of view - of the ineffective provision, or what would have been agreed if the ineffectiveness of the provision had been realized at the time of drafting. The same applies should this Agreement be found to contain any gap.

flatexDEGIRO Bank AG
Rotfeder-Ring 7
D-60327 Frankfurt am Main
Germany
Tel. +49 69 5060419 10
www.flatex-bank.com

Equatex AG
Vulkanstrasse 106
CH-8048 Zürich
Switzerland
Tel. +41 44 403 61 00
www.equatex.com