



**ARTICLES OF INCORPORATION**  
**OF**  
**dormakaba Holding Ltd**

**I. NAME, OFFICE OF RECORD, DURATION AND PURPOSE OF THE COMPANY**

**§ 1 – Name, Office of Record, Duration**

A joint stock company named

**dormakaba Holding AG**  
**(dormakaba Holding SA)**  
**(dormakaba Holding Ltd)**

of unlimited duration is in existence, with its office of record in Rümlang.

**§ 2 – Purpose**

The principal purpose of the Company is participation in other businesses in Switzerland and abroad.

Secondary purposes include:

- financing of subsidiaries and associated companies;
- acquisition, use, and sale of patents, licenses, and other intangible property rights;

- acquisition, management, and sale of securities, real estate, and other assets.

In addition, the Company may participate in all activities suitable for promoting or facilitating development of the Company.

In pursuing its purpose, the Company shall strive for long-term sustainable value creation.

## **II. SHARE CAPITAL, SHARES AND SHAREHOLDERS**

### **§ 3 – Share Capital**

The fully paid-up share capital amounts to CHF 420,002.60 and is subdivided into 4,200,026 registered shares of CHF 0.10 nominal value each.

#### **§ 3a – Conditional Share Capital, Issuance of Bonds**

The share capital may be increased by an amount not exceeding CHF 36,000 by issuing up to 360,000 fully paid registered shares with a nominal value of CHF 0.10 each through exercise of conversion and/or option rights which have been granted in connection with the issuance of bonds and similar instruments by the Company or a Group Company as well as by exercise of warrants which have been conferred on shareholders. If bonds or similar instruments are issued in connection with conversion or option rights, the pre-emptive subscription rights of the existing shareholders shall be excluded. The right to subscribe for new shares shall inure on the respective holders of conversion and/or option rights. The terms of conversion and/or option exercise shall be set by the Board of Directors.

The purchase of shares by exercise of conversion and/or option rights as well as every subsequent transfer of shares are subject to the restrictions pursuant to § 5 of the Articles of Incorporation.

The Board of Directors shall be entitled to limit or abolish the preferential purchase right of existing shareholders in connection with the issuance of bonds or similar instruments with conversion and/or option rights if such instruments are used for the purpose of financing the takeover of enterprises, parts of an enterprise or equity interests. If the Board of Directors abolishes the preferential purchase right, the following shall apply: the convertible bonds or bonds with stock options shall be issued at market prices, and the issuance of new shares shall be made pursuant to the then applicable terms of conversion or option exercise. Conversion rights may be exercised for no more than ten years, and option rights may be exercised for no more than seven years, after the time of the relevant issuance of bonds.

### **§ 3b – Conditional Share Capital, Employee Participation**

The share capital may be increased by no more than CHF 6,438.40 by issuing to employees and members of the Board of Directors of the Company and of group companies no more than 64,384 registered shares of CHF 0.10 nominal value each which must be fully paid up. The subscription rights of existing shareholders on such new shares shall be excluded.

The issue of shares or option rights to employees or of shares to members of the Board of Directors shall be governed by regulation(s) to be defined by the Board of Directors and under consideration of the requirements set forth in §§ 23 paras. 1 and 2 as well as 24 paras. 3, 5 and 6 of the Articles of Incorporation. In connection with the issuance of option rights to employees, the preferential subscription right of the existing shareholders shall be excluded.

The purchase of shares within the scope of the employee participation program as well as all subsequent transfers of such shares shall be subject to § 5 of the Articles of Incorporation.

### **§ 3c – Authorized Share Capital**

1. The Board of Directors shall be entitled to increase the share capital until October 22, 2021 up to a maximum amount of CHF 42,000 by issuing 420,000 registered shares at most with a par value of CHF 0.10 each that shall be fully paid in. Increases in partial amounts shall also be authorized.
2. The subscription and acquisition of new shares as well as any subsequent assignment of the shares shall be subject to the restrictions pursuant to § 5 of the present Articles of Incorporation.
3. The Board of Directors shall determine the date of issue, the issue price, the type of contribution, the conditions for the exercise of the pre-emptive rights and the beginning date for dividend entitlement. In this regard, the Board of Directors may issue new shares by means of a firm underwriting through a banking institution or a third party and a subsequent offer of these shares to the current shareholders. The Board of Directors shall be entitled to set the issue price of the new shares as close as possible to the market value of the shares. The Board of Directors is in this case entitled to restrict or deny any trade with pre-emptive rights. It may permit pre-emptive rights that have not been exercised, to expire and it may place these rights of shares, as to which pre-emptive rights have been granted, but not exercised, at market conditions or may use them in another way in the interest of the Company.
4. The Board of Directors is further authorized to restrict or deny the pre-emptive rights of current shareholders and allocate such rights to third parties if the shares are to be used for the acquisition of an enterprise, parts of an enterprise or participations or for the financing or refinancing of such transactions by the means of a share placement.

#### **§ 4 – Conversion of Shares, Share Certificates, Book-Entry Securities**

The General Meeting of Shareholders may, at any time, resolve to convert registered shares into bearer shares or bearer shares into registered shares.

The Company may issue its shares in the form of single certificates, global certificates and uncertificated securities. Shares issued in the form of single certificates or global certificates shall bear the facsimile signatures of the Chair and a member of the Board of Directors.

Under the conditions set forth by statutory law, the Company may convert its shares from one form into another form at any time and without the approval of the shareholders. The Company shall bear the cost of any such conversion.

A shareholder has no right to demand a conversion of the form of the shares. Each shareholder may, however, at any time request a written confirmation from the Company of the registered shares held by such shareholder, as reflected in the share register.

Book-entry securities based on shares of the Company cannot be transferred by way of assignment. A security interest in any such book-entry securities also cannot be granted by way of assignment.

#### **§ 5 – Stock Ledger, Share Transfer**

The Company maintains a share register for the registered shares that lists the surname, first name (in the case of legal entities, the company name), address and citizenship (in the case of legal entities, the company seat) of the holders and usufructuaries of the registered shares. A person recorded in the share register shall notify the Company of any change in address. Until such notification shall have occurred, all written communications to persons of record shall be deemed to have validly been made if sent to the address recorded in the share register.

An acquirer of shares shall be recorded upon request in the share register as a shareholder with voting rights, if such acquirer expressly declares to have acquired the registered shares in his own name and for his own account.

The Board of Directors records persons who do not expressly declare to hold the registered shares for their own account (Nominees) as shareholders with voting rights in the share register, if such Nominee has entered into an agreement regarding its position with the Board of Directors and is subject to a recognized banking or finance supervision.

After hearing the registered shareholder or Nominee concerned, the Board of Directors may cancel the registration in the share register with retroactive effect as of the date of registration, if such registration was made based on false or misleading information. The person concerned shall be informed of the cancellation.

The Board of Directors shall regulate the details and issue the instructions necessary for compliance with the preceding provisions. In special cases, it may grant exemptions from the rule concerning Nominees. The Board of Directors may delegate its duties.

### **§ 5a - Opting Out**

In the following cases, Familie Mankel Industriebeteiligungs GmbH + Co. KGaA and Mankel Family Office GmbH as well as their respective direct or indirect quota holders – individually or together with shareholders of the Company with whom they entered into a pool agreement (Shareholder Pool) in connection with the combination of KABA Group with DORMA Group – are exempted from the obligation to make an offer pursuant to Article 135 para. 1 of the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading of June 19, 2015:

- (a)** Combination of KABA Group with DORMA Group pursuant to the transaction agreement dated April 29, 2015 between Familie Mankel Industriebeteiligungs GmbH + Co. KGaA and Mankel Family Office GmbH on the one hand and the Company on the other hand;
- (b)** Transactions in shares of the Company between parties of the Shareholder Pool and/or with third parties that result in changes of the majorities within the Shareholder Pool, changes in the composition of the Shareholder Pool or changes in the direct overall participation of the parties to the Shareholder Pool in the Company, as long as such a direct overall participation does not exceed 33⅓% of the voting rights in the Company;
- (c)** Dissolution of the Shareholder Pool;
- (d)** Consummation of the transfer agreement described in § 36 of the Articles of Incorporation.

### **III. COMPANY AUTHORITIES**

#### **§ 6 – Authorities**

The authorities of the Company are:

- a)** the General Meeting of Shareholders
- b)** the Board of Directors
- c)** the Auditors

a) **General Meeting of Shareholders**

**§ 7 – Ordinary General Meeting of Shareholders**

The General Meeting of Shareholders shall be convened by the Board of Directors subject to Article 699 of the Swiss Code of Obligations ("CO").

The ordinary General Meeting of Shareholders shall take place annually within six months following the end of the financial year.

**§ 8 – Extraordinary General Meeting of Shareholders**

Extraordinary General Meetings of Shareholders may be convened as required and in those cases prescribed by law.

**§ 9 – Notice, Placing of Items on the Agenda**

The invitation to the General Meeting of Shareholders shall be issued at least 20 days before the day of the meeting in accordance with § 33 of the Articles of Incorporation. The agenda and the motions shall be issued together with the invitation. The annual report and the auditors' report as well as the compensation report and its auditors' report shall be available for review no later than 20 days prior to the date of the General Meeting of Shareholders at the principal office of the Company. Every shareholder may demand that a copy of these documents be sent to him immediately.

The Board of Directors shall be obliged to add to the agenda any motions by shareholders who represent at least 0.5% of the share capital, provided the Board receives these motions in writing at least four weeks before the General Meeting of Shareholders. The provisions of Article 699 para. 3 CO regarding motion rights shall apply.



### **§ 10 – Right to Vote, Representation**

Each share shall entitle the shareholder to one vote in the General Meeting of Shareholders.

A shareholder may be represented only by one other shareholder with a written proxy or by the independent proxy.

### **§ 11 – Independent Proxy**

The General Meeting of Shareholders shall elect the independent proxy. The term of office shall extend until completion of the next ordinary General Meeting of Shareholders. Re-election is possible. If the Company does not have an independent proxy, the Board of Directors shall appoint the independent proxy for the next General Meeting of Shareholders.

The Board of Directors shall determine the requirements as to proxies and instructions to the independent proxy. It may provide that electronic proxies and instructions without qualified electronic signature be permissible.

### **§ 12 – Resolutions, Quorum**

The General Meeting of Shareholders shall pass its resolutions and conduct its elections without regard for the number of shareholders present or the represented shares, on the basis of the majority of the votes cast.

For resolutions covering

- conversion of registered shares into bearer shares;
- dissolution of the Company (including as a result of merger);

- amendment of § 5a, § 12, § 16 and 17 para. 3 of the Articles of Incorporation
- the introduction of limitations of voting rights
- capital increases

approval shall require at least two-thirds of the represented votes.

The compulsory rules of the law and § 36 para. 4 of these Articles of Incorporation are reserved.

In the case of resolutions and the election of the Auditors, the independent proxy and experts, but not for elections of the Board of Directors (including the Chair of the Board of Directors) and the Nomination and Compensation Committee, the Chair shall cast the deciding vote in case of a tie.

### **§ 13 – Voting**

The Chair decides whether voting and elections are to be held by way of open consultation, electronic voting or written ballot unless the General Meeting of Shareholders decides on a secret ballot.

### **§ 14 – Chair, Minutes**

The Chair of the General Meeting of Shareholders shall be the Chair of the Board of Directors; if he is prevented from presiding, his deputy or another member of the Board of Directors shall preside.

The Chair shall designate an individual to take the minutes and at least two vote tellers, none of whom need be shareholders.

Minutes shall be kept of the resolutions and votes of the General Meeting of Shareholders. The minutes shall be signed by the Chair, the keeper of the minutes, and the tellers.

### **§ 15 - Powers**

The General Meeting of Shareholders is the supreme authority of the Company. It enjoys the following non-transferable rights:

- a) It establishes and amends the Articles of Incorporation;
- b) It elects the individual members of the Board of Directors, the Chair of the Board of Directors, the individual members of the Nomination and Compensation Committee, the independent proxy and the Auditors;
- c) It approves the group management report and the consolidated financial statements;
- d) It approves the annual financial statements and the resolutions regarding appropriation of net income;
- e) It grants discharge to the Board of Directors and the Executive Management;
- f) It approves the compensation of the Board of Directors and the Executive Management pursuant to § 22 of the Articles of Incorporation;
- g) It adopts resolutions covering all other subjects reserved to the General Meeting of Shareholders by law or by these Articles of Incorporation.

### **b) Board of Directors**

### **§ 16 – Members, Term of Office**

The Board of Directors of the Company shall be composed of five to ten members.

The term of office of the members and the Chair of the Board of Directors shall extend until completion of the next ordinary General Meeting of Shareholders. Re-election is possible.

If the office of the Chair is vacant, the Board of Directors shall appoint a new Chair from among its members for the remaining term of office.

### **§ 17 – Constitution, Resolutions, Minutes**

Subject to the powers of the General Meeting of Shareholders, the Board of Directors shall constitute itself.

The Board of Directors shall meet at the invitation of the Chair or a member representing him, or at the request of one of its members as often as business requires, but at least four times a year.

The Board of Directors shall establish the procedure regarding the adoption of resolutions, including the applicable quorum regarding attendance and decision-making, in the organizational regulations. The Chair shall have no casting vote.

When adopting resolutions concerning the implementation of capital increases, the Board of Directors shall constitute a quorum regardless of the number of members present.

Minutes shall be kept of the actions and resolutions of the Board of Directors and shall be signed by the Chair and the keeper of the minutes.

The keeper of the minutes shall be appointed by the Chair of the Board of Directors and need not be a member of the Board of Directors.

Resolutions of the Board of Directors may also be passed by circular letter.

### **§ 18 – Powers, Delegation of Management**

The powers of the Board of Directors shall include all matters not reserved to another Company authority by law or the Articles of Incorporation.

The Board of Directors may transfer responsibilities for management of the Company and representation of the Company within the framework of the law and a regulation passed by it, to individual members of the Board of Directors (delegates) or to other persons (Executive Management) who need not be shareholders. Subject to the powers of the General Meeting of Shareholders, it may also constitute committees composed of its members.

The Board of Directors shall appoint the authorized signatories and the manner of signature.

### **§ 19 – Nomination and Compensation Committee**

The Nomination and Compensation Committee shall consist of two to four members of the Board of Directors.

The term of office of the members shall extend until completion of the next ordinary General Meeting of Shareholders. Re-election is possible.

If there are vacancies on the Nomination and Compensation Committee, the Board of Directors shall appoint the missing members from among its members for the remaining term of office.

Subject to the powers of the General Meeting of Shareholders and the Board of Directors, the Nomination and Compensation Committee shall constitute itself. The Board of Directors shall appoint the Chair of the Nomination and Compensation Committee.

## **§ 20 – Powers of the Nomination and Compensation Committee**

The Nomination and Compensation Committee shall support the Board of Directors in personnel and compensation matters.

In compensation matters the Nomination and Compensation Committee shall establish and review the compensation policy and regulations and prepare the proposals to the General Meeting of Shareholders regarding the compensation of the Board of Directors and of the Executive Management. The Nomination and Compensation Committee may submit proposals to the Board of Directors in other compensation-related issues.

The Board of Directors shall determine in regulations for which positions of the Board of Directors and of the Executive Management the Nomination and Compensation Committee shall submit proposals for the performance metrics, target values and the compensation to the Board of Directors, and for which positions it shall itself determine, in accordance with the Articles of Incorporation and the compensation regulations established by the Board of Directors, the performance metrics, target values and the compensation.

In personnel matters the Board of Directors defines the tasks of the Nomination and Compensation Committee.

The Board of Directors may delegate further tasks to the Nomination and Compensation Committee that shall be determined in regulations.

### **c) Auditors**

## **§ 21 – Election, Term of Office and Tasks**

The General Meeting of Shareholders shall appoint the Auditors at the request of the Board of Directors; the Auditors' term of office shall be one year.

An auditing firm subject to governmental supervision as required by law is to be appointed as Auditors.

The rights and duties of the Auditors are determined by the provisions of the law.

#### **IV. COMPENSATION OF THE MEMBERS OF THE BOARD OF DIRECTORS AND THE EXECUTIVE MANAGEMENT**

##### **§ 22 – Approval of Compensation**

The General Meeting of Shareholders shall annually approve the proposals of the Board of Directors in relation to the maximum aggregate amounts of:

- a)** the compensation of the Board of Directors for the period until the next ordinary General Meeting of Shareholders pursuant to § 23 of the Articles of Incorporation;
- b)** fixed compensation of the Executive Management pursuant to § 24 para. 2 of the Articles of Incorporation for the next financial year and;
- c)** variable compensation of the Executive Management pursuant to § 24 para. 3 of the Articles of Incorporation for the next financial year.

The Board of Directors shall annually submit the compensation report for the last completed financial year to the ordinary General Meeting of Shareholders for approval in a non-binding, advisory vote.

The Board of Directors may submit for approval by the General Meeting of Shareholders proposals in relation to maximum aggregate amounts or individual compensation elements relating to different time periods or in relation to additional amounts for individual compensation elements as well as additional contingent proposals.

When determining the aggregate amounts of compensation of the members of the Board of Directors and the Executive Management, any compensation paid or granted by the Company or its group companies shall be included. Variations from approved amounts due to exchange rate fluctuations may be disregarded.

In the event the General Meeting of Shareholders does not approve a proposal of the Board of Directors, the Board of Directors shall determine the further procedure. Among other things, it may convene an extraordinary General Meeting of Shareholders or determine, taking into account all relevant factors, a maximum aggregate amount or several maximum partial amounts and submit this(these) amount(s) for approval by the next General Meeting of Shareholders.

Compensation may be paid or granted prior to approval by the General Meeting of Shareholders subject to subsequent approval.

Compensation may be paid or granted by the Company or its group companies.

### **§ 23 – Compensation of the Board of Directors**

The members of the Board of Directors shall solely receive a fixed compensation in cash or in shares. The grant of option rights to members of the Board of Directors shall not be permitted.

The maximum aggregate amount of compensation of the Board of Directors shall consist of compensation (board and committee membership fees and additional compensation for the assumption of particular tasks) until the next ordinary General Meeting of Shareholders including estimated contributions of the Company or its group companies for social security, additional insurance premiums and other fringe benefits (to the extent they qualify as compensation). The Board of Directors may determine that parts or all of such compensation be granted in the form of restricted shares and shall, in that case, determine the time of grant, the restriction period and the valuation.

The Company or its group companies may compensate the members of the Board of Directors for any prejudice incurred in connection with proceedings, litigations or settlements relating to their office with the dormakaba group, as well as advance corresponding amounts and provide for insurance protection.



## **§ 24 – Compensation of the Executive Management**

The members of the Executive Management shall receive a fixed base compensation and, as the case may be, a variable short- and long-term compensation.

The maximum aggregate amount of fixed base compensation of the Executive Management shall comprise the fixed base compensation for the full financial year beginning after the General Meeting of Shareholders and consist of the base salary as well as estimated employer contributions for social security and contributions for welfare, pension and savings plans and for similar plans as well as insurance premiums and may comprise other compensation elements and benefits.

The maximum aggregate amount of variable compensation of the Executive Management shall comprise the variable compensation for the full financial year beginning after the General Meeting of Shareholders and consist of the maximum compensation under the short-term performance bonus plan pursuant to para. 4, the fair value of the maximum grant under the long-term compensation plan pursuant to para. 5 as well as estimated employer contributions for social security and contributions for welfare, pension and savings plans and for similar plans and insurance premiums.

The Board of Directors may establish the short-term performance bonus plan in line with the following parameters:

- a)** The short-term performance bonus shall be determined annually as a rule in the form of a cash bonus. The performance bonus plan shall aim to incentivize the Executive Management to achieve or exceed (a) corporate objectives and/or (b) individual objectives, which shall be defined in line with the corporate strategy.
- b)** The short-term performance bonus shall not exceed 150% of the annual base salary.
- c)** The short-term performance bonus shall be calculated on the basis of a comparison of the relevant actual corporate results of the current financial year with those of the immediately preceding financial year.

The Board of Directors may establish the long-term compensation plan in line with the following parameters:

- a)** Compensation in the form of participation rights, *e.g.*, restricted shares (and/or entitlements to shares) of dormakaba Holding Ltd which may be subject to vesting periods, whose value (valued at fair value at grant) shall not exceed 150% of the annual base salary. The plan shall aim to provide the members of the Executive Management with an increased incentive to contribute to the future success of the Company and the creation of shareholder value. The grant of the participation rights and/or vesting shall depend on the achievement of certain conditions spread over one or several financial years (continued employment agreement and/or achievement of certain annual or multi-year objectives which may also be governed by performance indicators of peer companies).
- b)** Elements of the long-term compensation plan may be linked with short-term performance bonus plans, *e.g.*, use of the short-term performance bonus to voluntarily acquire shares.
- c)** The plan may provide that the members of the Executive Management may decline to be granted shares; no compensation in lieu shall be due.

Unless otherwise specified above, compensation may be paid or granted in the form of cash, shares, options, similar instruments or units, in kind or in the form of other types of benefits. The Board of Directors or, to the extent delegated to it, the Nomination- and Compensation Committee may provide for continuation, acceleration or removal of vesting and exercise conditions, for payment or grant of compensation based upon assumed target achievement, or for forfeiture, in each case in the event of pre-determined events such as a change-of-control or termination of an employment agreement.

§ 23 para. 3 of the Articles of Incorporation shall apply *mutatis mutandis*.

### **§ 25 – Supplementary Amount for Changes to the Executive Management**

The Company or its group companies shall be authorized to pay or grant to persons who become members of the Executive Management or are being promoted within the Executive Management during a compensation period for which the compensation of the Executive Management has already been approved a supplementary amount during the compensation period(s) already approved, provided that the aggregate amount already approved for such period is not sufficient to also cover their compensation.

The supplementary amount per compensation period shall not exceed for the Chief Executive Officer 40% and for any other member of the Executive Management 20% of the aggregate amount of compensation of the Executive Management last approved. It does not need to be approved by the General Meeting of Shareholders and may be used for any type of compensation, including compensation for any prejudice incurred in connection with the change of employment.

## **V. AGREEMENTS WITH MEMBERS OF THE BOARD OF DIRECTORS AND THE EXECUTIVE MANAGEMENT**

### **§ 26 – Term, Termination Notice Periods**

The Company or its group companies may enter into agreements for a fixed term or for an indefinite term with members of the Board of Directors relating to their compensation. Their maximum term shall correspond to the term of office and the termination notice period shall not exceed twelve months, respectively.

The Company or its group companies may enter into employment agreements with members of the Executive Management for a fixed term not exceeding one year or for an indefinite term with a termination notice period of maximum twelve months.

## **VI. MANDATES OUTSIDE THE GROUP**

### **§ 27 – Permissible Number**

The number of mandates in the supreme governing or administrative bodies of legal entities outside the group which are required to be registered in the Swiss commercial register or a comparable foreign register shall be limited:

- a)** for members of the Board of Directors to no more than ten additional mandates, of which no more than four may be in listed legal entities;
- b)** for members of the Executive Management to no more than five additional mandates, of which no more than two may be in listed legal entities.

Mandates in different legal entities that are under joint control are deemed one mandate.

Mandates in associations, charitable foundations, family foundations and employee welfare foundations shall not be subject to this limitation. The number of such mandates shall not exceed ten.

## **VII. LOANS AND CREDITS TO MEMBERS OF THE BOARD OF DIRECTORS AND THE EXECUTIVE MANAGEMENT**

### **§ 28 – Loans and Credits**

No loans or credits shall be granted to members of the Board of Directors and the Executive Management.

**VIII. ACCOUNTING****§ 29 – Financial Year**

The financial accounts shall close each year on June 30. The consolidated statement of account shall be prepared as at June 30 of each year.

**§ 30 – Business Report**

For each financial year, the Board of Directors shall prepare a business report which consists of the annual financial statements, the group management report and, to the extent required by law, the consolidated financial statements.

The annual financial statements shall consist of the balance sheet, the statement of income, the cash flow statement and the appendix.

**§ 31 – Appropriation of Net Income**

Five percent of the annual net income shall be allocated to the legal reserve fund, until the latter has reached a value of one-fifth of the paid-in share capital.

Article 671 CO, especially paragraph 4, shall govern further appropriations to the legal reserve fund and its use.

The net income shall be made available to the General Meeting of Shareholders. The latter may decide in particular whether any additional reserves shall be set aside, and may amend the purpose of such funds.

**IX. DISSOLUTION OF THE COMPANY****§ 32 - Liquidation**

In response to a motion from the Board of Directors or a shareholder, and in accordance with legal provisions and these Articles of Incorporation, the General Meeting of Shareholders may decide to dissolve and liquidate.

Liquidation shall be conducted by the Board of Directors then in office if the General Meeting of Shareholders does not charge other persons with this task.

**X. ANNOUNCEMENTS****§ 33 – Means of Publication, Communication**

The organ for statutory publications by the Company shall be the Swiss Official Gazette of Commerce. The Board of Directors is entitled at any time to appoint further means of publication.

The communication of the Company to the registered shareholders whose addresses are known additionally can be made by a letter.

**§ 34 - Acquisition of Assets**

The Company agreed to acquire 525,000 quotas, with a nominal value of Euro 1.00 each, in DORMA Beteiligungs-GmbH, with registered office in Ennepetal (Germany), from Mankel Family Office GmbH, with registered office in Ennepetal (Germany), for a consideration of Euro 525,000 in cash, according to the conditional agreement dated April 29, 2015. Further, according to the conditional agreement dated April 29, 2015, the Company agreed to acquire 14,512,105 newly issued shares, with a proportional amount

of the share capital amounting to Euro 1.00 per share, of DORMA Holding GmbH + Co. KGaA (**DORMA Holding**), with registered office in Ennepetal (Germany), for a price of Euro 15,963,315.50 by contributing into DORMA Holding the shares of all its active subsidiaries.

### **§ 35 - Pre-Resolution by the General Meeting for a Change of Control Situation**

The Extraordinary General Meeting of Shareholders of May 22, 2015 approved the transfer agreement dated April 29, 2015 between the quota holders of dormakaba Holding GmbH + Co. KGaA and dormakaba Beteiligungs-GmbH which governs the following transfers (which are subject to conditions precedent) by the Company in case of a change of control in the Company: (a) a participation of approximately 2.6% in dormakaba Holding GmbH + Co. KGaA shall be transferred to Familie Mankel Industriebeteiligungs GmbH + Co. KGaA against payment of the market value of such participation as per the date of transfer; and (b) a participation of approximately 2.6% in dormakaba Beteiligungs-GmbH shall be transferred to Mankel Family Office GmbH against payment of the nominal value of such participation. The market value of the participation in dormakaba Holding GmbH + Co. KGaA to be transferred is equivalent to (i) the value that results from applying the valuation formula that was used to value KABA Group and DORMA Group at the time of their combination or, if higher, (ii) the VWAP of the shares of the Company (these values will be calculated pursuant to the detailed terms set forth in the transfer agreement).

The transfers set forth in paragraph 1 can be effected by purchase declarations and further closing actions by the persons entitled to the purchase without involvement of the Company in the following change of control situations: A third party – directly, indirectly or acting in concert with one or more third persons or as member of an organized group of third persons – (a) holds, pursuant to a publication on the website of the Disclosure Office of SIX Swiss Exchange, 33 $\frac{1}{3}$ % or more of the voting rights in the Company, whether exercisable or not, in shares pursuant to Article 14 paragraph 1 lit. a no. 1 FMIO-FINMA, (b) holds, pursuant to a publication on the website of the Disclosure Office of SIX Swiss Exchange AG, 33 $\frac{1}{3}$ % or more of the voting rights in the Company, whether

exercisable or not, in purchase positions pursuant to Article 14 paragraph 1 lit. a FMIO-FINMA and the competent Swiss authority decreed or decided with binding effect that one or more of the shareholders listed in the disclosure notice are obliged to make a mandatory public takeover offer to the shareholders of the Company or (c) publishes the final result of a voluntary public takeover offer following the completion of which it holds at least 33⅓% of the voting rights in the Company, whether exercisable or not.

The details of the purchase declarations of the persons entitled to the purchase and the further closing actions which will give effect to the transfers (without involvement of the Company) are governed by the transfer agreement approved by the General Meeting of Shareholders by means of a pre-resolution.

The approval of the transfer agreement by the General Meeting of Shareholders may be revoked by means of a resolution by the General Meeting of Shareholders. Such a resolution on revocation is to be taken (a) after the publication of a public takeover offer within the meaning of Article 125 FMIA regarding the purchase of all outstanding shares in the Company and before the end of the offer period (initial period) of the offer and (b) with the following majority quorum: Until the end of December 31, 2018 with a majority of at least 75% of the votes represented and as of January 1, 2019 with a majority of at least 50% of the votes represented. If the resolution on revocation is taken within the period mentioned in lit. (a) above but after the consummation of the transfer as governed by the transfer agreement, the transfer is to be unwound.

The transfer agreement is available for inspection by the shareholder at the office of record of the Company.

In case of a restructuring of the dormakaba Group, the transfer agreement will be amended to be in line with the new structure and will be replaced by another agreement



and/or instrument, without changing in substance the purpose of the transfer agreement as well as its function and effects. Accordingly, the pre-resolution continues to apply.

Regensdorf, 20 October 2020