

§ 10 – Voting Rights, Proxies

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

The Board of Directors shall issue the procedural rules on participation in and representation at the General Meeting of Shareholders and determine the requirements for powers of attorney and instructions. A shareholder may be represented at the General Meeting of Shareholders by the independent voting representative, her or his legal representative or, by means of a written power of attorney, by another voting representative who need not be a shareholder.

§ 11 – Independent Proxy

The General Meeting of Shareholders shall elect the independent voting representative. 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 voting representative, the Board of Directors shall appoint an independent voting representative for the next General Meeting of Shareholders.

The Board of Directors shall determine the requirements as to proxies and instructions to the independent voting representative, whereby electronic proxies and instructions without a qualified electronic signature be permissible.

§ 12 – Resolutions, Quorum

The General Meeting of Shareholders shall pass its resolutions and conduct its elections on the basis of the majority of the votes cast without regard to the number of shareholders present or the represented shares unless otherwise provided by law or the Articles of Incorporation.

For resolutions covering:

- a) the amendment of the Company's purpose,
- b) the consolidation of shares,
- c) the increase of share capital through the conversion of equity surplus, against contributions in kind or by way of set-off against a claim and the granting of special benefits,
- d) the restriction or cancellation of subscription rights,
- e) the introduction of conditional share capital or the introduction of a capital range,
- f) the restriction of the transferability of registered shares and the cancellation of such a restriction,
- g) the introduction of shares with privileged voting rights,
- h) the change of currency of the share capital,
- i) a provision in the Articles of Incorporation on holding of the General Meeting of Shareholders abroad,
- j) the delisting of the Company's equity securities,
- k) the transfer of the registered office of the Company,
- l) dissolution of the Company (including as a result of merger),
- m) amendment of § 5a, § 12, § 16 and § 17 para. 3 of the Articles of Incorporation,

approval shall require at least two-thirds of the votes represented and a majority of the nominal value of shares represented.

The mandatory provisions of the law and § 35 para. 4 of the Articles of Incorporation remain reserved.

In the case of resolutions and the election of the Auditor, the independent voting representative, 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 voting, electronic voting, or written ballot unless the General Meeting of Shareholders decides on a secret ballot. The Chair may at any time order that a vote or election be repeated if, in her or his opinion, there are doubts as to the result of the vote, in which case the preceding vote or election shall be deemed not to have taken place.

§ 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 appoints a secretary and at least two vote counters, none of whom need be shareholders.

Minutes shall be kept of the resolutions and elections of the General Meeting of Shareholders. The minutes must be signed by the Chair, the secretary and the vote counters.

The resolutions and election results shall be made electronically accessible within 15 days after the General Meeting of Shareholders, stating the exact voting ratios; any shareholder may request that the minutes be made available to her or him within 30 days after the General Meeting of Shareholders.

§ 15 – Powers

The General Meeting of Shareholders is the Company's supreme corporate body. It has the following non-transferable powers:

- a) the adoption and amendment of the Articles of Incorporation,
- b) the election of 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 voting representative and the Auditor,
- c) the approval of the Group management report and the consolidated financial statements,
- d) the approval of the annual financial statements and the resolutions regarding appropriation of net earnings,
- e) the determination of interim dividends and the approval of the interim financial statements required therefore,
- f) the passing of resolutions on the repayment of the statutory capital reserve,
- g) the discharge of the Board of Directors and the Executive Management,
- h) the approval of the compensation of the Board of Directors and the Executive Management pursuant to § 22 of the Articles of Incorporation,
- i) the delisting of the Company's equity securities,
- j) the approval of the report on non-financial matters pursuant to article 964c CO, and
- k) the passing of resolutions on all other matters reserved to the General Meeting of Shareholders by law or by these Articles of Incorporation or which are submitted to it by the Board of Directors, subject to article 716a CO.

b) Board of Directors**§ 16 – Members, Term of Office**

The Board of Directors of the Company consists of five to ten members.

The term of office of the members and the Chair of the Board of Directors shall end upon 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, as often as business requires, but at least four times a year, as well as at the request of one of its members.

The Board of Directors shall establish the procedure regarding adoption of resolutions, including the applicable quorum regarding attendance and decision-making, in the organizational regulations. The Chair does not have the casting vote.

For the adoption of adjustment and determination resolutions in connection with changes in capital, the Board of Directors has a quorum, irrespective of the number of members present.

Minutes of the discussions and resolutions of the Board of Directors shall be taken and signed by the Chair and the secretary.

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

Resolutions may also be passed in writing or in electronic form, unless a member requests oral deliberation. The decisions of the Board of Directors shall be recorded in minutes.

§ 18 – Powers, Delegation of Management

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

The Board of Directors may transfer responsibilities for management and the 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 appoint committees composed of its members.

The Board of Directors shall appoint the authorized signatories of the Company and the type of signatory power.

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

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, which shall be set forth in regulations.

c) **Auditor**

§ 21 – Election, Term of Office and Duties

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

A state-supervised auditing firm, as required by law, shall be appointed as Auditor.

The rights and duties of the Auditor 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 total 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) the fixed compensation of the Executive Management pursuant to § 24 para. 2 of the Articles of Incorporation for the next financial year, and
- c) the 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 proposals for approval by the General Meeting of Shareholders in relation to maximum total 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 total 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. Exceeding of the approved amounts due to exchange rate fluctuations is permitted.

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, taking into account all relevant factors, determine a maximum total 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 exclusively receive fixed compensation in cash or in shares. The granting of option rights to members of the Board of Directors shall not be permitted. The total compensation takes into account the function and level of responsibility of the respective recipient.

The maximum total 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 Sharehol-

ders, 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 Board of Directors or, to the extent delegated to it, the Nomination and Compensation Committee shall determine the type or compensation, additional compensation, and further conditions.

The Company or its Group companies may compensate members of the Board of Directors for any prejudice incurred in connection with proceedings, litigation 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, variable short- and long-term compensation. The total compensation takes into account the function and level of responsibility of the respective recipient.

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

The maximum total 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. 5, the fair value of the maximum

grant under the long-term compensation plan pursuant to para. 6, 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 or, to the extent delegated to it, the Nomination and Compensation Committee shall determine the performance metrics, performance targets, and target levels of the variable short- and long-term compensation elements, as well as their achievement.

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.
- b) The short-term performance bonus shall be based on performance metrics that shall be aligned with the objectives of the Company, the Group and/or parts thereof, with targets calculated in comparison to the market, to other companies or to comparable benchmarks and/or with individual objectives, and the achievement of which is usually measured over a one-year period.

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 or, if applicable, staggered allocated shares and/or entitlements to shares in dormakaba Holding Ltd. 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.
- b) The granting of the participation rights and/or their vesting shall be based on performance metrics that shall be aligned with the strategic and/or financial objectives of the Company, the Group, and/or parts thereof, with targets calculated in comparison to the market, to other companies or to comparable benchmarks, and/or the development of the share price of the Company and the achievement of which is usually

measured over a period of several years, as well as on elements for retaining employees.

- c) 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.
- d) 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 shall determine the terms and conditions of grant, the vesting conditions, the exercise conditions, and periods and/or potential vesting periods and forfeiture conditions. They may in particular provide for continuation, acceleration or removal of vesting conditions, exercise conditions and periods, vesting periods, and forfeiture conditions, for payment or granting 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 or mandate agreement. The Company may acquire the necessary shares on the market or provide them using its conditional capital.

The Company or its Group companies may enter into non-compete agreements with members of the Executive Management for the time after termination of employment. The duration of such non-compete agreements may not exceed one year and the total compensation paid for such a non-compete undertaking shall not exceed the annual fixed basic compensation paid to such member immediately prior to leaving the Company, but shall in no case exceed the average of the compensation paid in the last three financial years.

§ 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 are authorized to pay an additional amount to persons who have joined the Executive Management during a compensation period for which the compensation of the Executive Management has already been approved, for the duration of the compensation period(s) already approved, if the total amount already approved for the period in question is not sufficient for their compensation.

The supplementary amount per compensation period shall not exceed 40% for the Chief Executive Officer, and 20% for any other member of the Executive Management, of the total 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 disadvantages 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, either for a fixed term not exceeding one year or for an indefinite term with a termination notice period of a maximum of twelve months.

VI. MANDATES OUTSIDE THE GROUP**§ 27 – Permissible Number**

The number of mandates in comparable functions at other companies with an economic purpose outside the Group is limited:

- a) for members of the Board of Directors to no more than ten additional mandates, of which no more than four in listed companies,
- b) for members of the Executive Committee to no more than five additional mandates, of which no more than two are in listed companies.

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 annual financial statements shall close each year on June 30. The consolidated financial statements shall be prepared as at June 30 of each year.

§ 30 – Annual Report

For each financial year, the Board of Directors shall prepare an annual report consisting 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, income statement, the cash flow statement, and the appendix.

§ 31 – Appropriation of Earnings

Of the annual profit, 5% shall be allocated to the statutory retained earnings until they, together with the statutory capital reserve, reached the amount of 20 % of the share capital registered in the Commercial Register.

Art. 672 CO shall apply to further allocations to the statutory retained earnings and their use.

In all other respects, the net earnings 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 describe 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 the Company.

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 – Official Publication, Communication

The Company's official publication medium is the Swiss Official Gazette of Commerce (*Schweizerisches Handelsamtsblatt, Feuille officielle suisse du commerce*). The Board of Directors is entitled to determine further official publication media at any time.

The Company's notices to the registered shareholders may, at the discretion of the Board of Directors, be validly given by publication in the Swiss Official Gazette of Commerce or in a form that allows proof by text.

§ 34 – Acquisition of Assets

The Company agreed to acquire 525,000 quotas with a nominal value of EUR 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 EUR 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 EUR 1.00 per share of DORMA Holding GmbH + Co. KGaA (**DORMA Holding**) with registered office in Ennepetal (Germany) for a price of

EUR 15,963,315.50 by contributing into DORMA Holding the shares of all its active subsidiaries.

§ 35 – Pre-Resolution by the General Meeting of Shareholders 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 quotaholders of dormakaba Holding GmbH + Co. KGaA and dormakaba Beteiligungs-GmbH that 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, 33⅓% 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, 33⅓% 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 33 $\frac{1}{3}$ % 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.

Regensburg, October 5, 2023