Joint Report

of the Board of Executive Directors of K+S Aktiengesellschaft, Kassel,

and

of the Management of MSW-CHEMIE Gesellschaft mit beschränkter Haftung, Langelsheim, Germany

pursuant to Section 293a of the German Stock Corporation Act (AktG)

on the conclusion of a control and profit and loss transfer agreement dated March 21, 2025

I. Introduction

On March 21, 2025, K+S Aktiengesellschaft, with its registered office in Kassel and registered in the Commercial Register of the Kassel District Court under HRB 2669 (hereinafter also referred to as the "**Parent Company**"), and MSW-CHEMIE Gesellschaft mit beschränkter Haftung, with its registered office in Langelsheim and registered in the Commercial Register of the Braunschweig District Court under HRB 110893 (hereinafter also referred to as the "**Subsidiary Company**"), concluded a control and profit transfer agreement (hereinafter also referred to as the "**Agreement**"). In the Agreement, the Subsidiary Company is subordinated to the management of the Parent Company and undertakes to transfer its entire profit to the Parent Company. In return, the Parent Company undertakes to assume the losses of the Subsidiary Company.

The wording of the agreement of March 21, 2025 is attached to this report as an **Annex**.

The Board of Executive Directors of K+S Aktiengesellschaft and the management of MSW-CHEMIE Gesellschaft mit beschränkter Haftung jointly submit the following report on the conclusion of the Agreement pursuant to Section 293a of the German Stock Corporation Act (hereinafter referred to as "**AktG**").

II. Contracting parties

1. K+S Aktiengesellschaft

K+S Aktiengesellschaft, which has its registered office in Kassel, is listed on the MDAX index of the German Stock Exchange and is registered in the Commercial Register of the Kassel District Court under HRB 2669. K+S Aktiengesellschaft is the parent company of the K+S Group. The

K+S Group employs more than 11,000 people worldwide and generated Group revenues of €3.653 billion and total assets of €9.354 billion in the 2024 financial year.

The object of the Company is the extraction, processing, and distribution of potash and rock salts as well as other natural resources and the primary and secondary products obtained therefrom, as well as the utilization of the underground cavities created by mining, the recovery and disposal of waste, the production and distribution of mixed fertilizers and chemical products of all kinds, the trade in all of the aforementioned natural resources and goods, the administration and utilization of real estate and the undertaking of all related transactions and measures that appear necessary or useful for the attainment of the object of the Company.

The Company is entitled to establish branches within and outside Germany, to acquire interest in other companies and to lease, purchase, and establish such companies.

2. MSW-CHEMIE Gesellschaft mit beschränkter Haftung

MSW-CHEMIE Gesellschaft mit beschränkter Haftung, with its registered office in Langelsheim is registered in the Commercial Register of the District Court of Braunschweig under HRB 110893. Since August 31, 2015, K+S Aktiengesellschaft has been the sole shareholder of MSW-CHEMIE Gesellschaft mit beschränkter Haftung.

The object of the Company is the production and distribution of explosives and chemical products of all kinds as well as all related transactions and measures that appear necessary or useful to achieve the object of the Company. The Company is entitled to establish branches, to acquire or establish other companies of a similar nature or to acquire shares in such companies.

MSW-CHEMIE Gesellschaft mit beschränkter Haftung has no shareholdings.

In the 2024 financial year, MSW-CHEMIE Gesellschaft mit beschränkter Haftung generated earnings (balance sheet profit) in accordance with the German Commercial Code (hereinafter referred to as "HGB") of €2.534 million. As of December 31, 2024, the balance sheet reports total assets of €95.344 million and equity of €28.284 million.

The annual financial statements of MSW-CHEMIE Gesellschaft mit beschränkter Haftung have been included in the consolidated financial statements of K+S Aktiengesellschaft since January 1, 2022.

III. Effectiveness of the Agreement

K+S Aktiengesellschaft and MSW-CHEMIE Gesellschaft mit beschränkter Haftung signed the control and profit and loss transfer agreement on March 21, 2025.

The Agreement is subject to approval by the Annual General Meeting of K+S Aktiengesellschaft. The Supervisory Board and the Board of Executive Directors of K+S Aktiengesellschaft will, therefore, propose the approval of the Agreement to the Annual General Meeting on May 14, 2025.

With regard to the appropriation of profits (profit and loss transfer), the Agreement shall apply for the first time to the financial year of MSW-CHEMIE Gesellschaft mit beschränkter Haftung commencing on January 1, 2025, but at the earliest to the financial year of MSW-CHEMIE Gesellschaft mit beschränkter Haftung in which the Agreement becomes effective.

The Agreement also requires the approval of the shareholders' meeting of MSW-CHEMIE Gesellschaft mit beschränkter Haftung to become effective. The shareholders' meeting approved the Agreement today.

In order to become effective, the Agreement must be registered in the Commercial Register of MSW-CHEMIE Gesellschaft mit beschränkter Haftung.

IV. Legal and economic reasons for the Agreement

The objective of the Agreement is to establish a corporation and trade tax group between K+S Aktiengesellschaft and MSW-CHEMIE Gesellschaft mit beschränkter Haftung from the beginning of the 2025 financial year of both companies (January 1 to December 31, 2025).

Pursuant to Section 14 (1) Sentence 1 of the German Corporation Tax Act (hereinafter referred to as "KStG") in conjunction with Section 17 (1) of the KStG, the conclusion of the Agreement is a mandatory prerequisite for the corporation and trade tax group between MSW-CHEMIE Gesellschaft mit beschränkter Haftung as the Subsidiary Company and K+S Aktiengesellschaft as the Parent Company.

As a result of the fiscal unity, the taxable profits and losses of the Subsidiary Company are attributed directly to the Parent Company. This allows positive and negative results to be offset for tax purposes at the level of the Parent Company. Depending on the tax situation of the companies involved, this can result in tax advantages. Without this Agreement, such a complete offsetting of profits for tax purposes is not possible.

MSW-CHEMIE Gesellschaft mit beschränkter Haftung has currently used up all of its own tax losses. It makes economic sense to offset the profits of both companies within the tax group.

In addition, profits are transferred to K+S Aktiengesellschaft within the framework of the fiscal unity without any additional tax liability. Without the existence of a fiscal unity, profits of MSW-CHEMIE Gesellschaft mit beschränkter Haftung could only be distributed to K+S Aktiengesellschaft by way of a profit distribution; in this case, under the current legal situation, 5% of the profit distributions would be subject to corporation and trade tax at K+S Aktiengesellschaft.

Apart from the obligation of K+S Aktiengesellschaft to assume losses, the Agreement does not have any particular consequences for the shareholders of K+S Aktiengesellschaft, in particular as no compensation or settlement is owed to outside shareholders pursuant to Sections 304 and 305 AktG.

With the signing of the Agreement, no changes in the participation quotas of the signing companies are associated.

By signing the Agreement, the Subsidiary Company is subordinated under the management of the Parent Company. The Parent Company is entitled to issue general or specific instructions to the management of the Subsidiary Company. The Subsidiary Company is obliged to follow the instructions of the Parent Company.

V. Detailed explanation of the Agreement

The Agreement is an inter-company agreement within the meaning of Section 291 (1) Sentence 1 AktG, which combines the elements of a control agreement (Section 291 (1) Sentence 1 Var. 1 AktG) and a profit and loss transfer agreement (Section 291 (1) Sentence 1 Var. 2 AktG).

1. Control

Pursuant to Section 1 (1) of the Agreement, the Subsidiary Company is subject to the management of the Parent Company. The Parent Company is entitled to issue general or specific instructions to the management of the Subsidiary Company. The Subsidiary Company is obliged to follow the instructions of the Parent Company.

The management and representation of the Subsidiary Company remain the responsibility of the management of the Subsidiary Company. The legal independence of both companies remains unaffected.

The Parent Company shall not have the right to instruct the management of the Subsidiary Company to amend, maintain, or terminate the Agreement.

2. Profit transfer

Pursuant to Section 2 (1) of the Agreement, the Subsidiary Company undertakes to transfer to the Parent Company its entire profit up to the maximum amount pursuant to Section 301 (1) AktG as amended. Pursuant to Section 301 Sentence 1 AktG, the maximum amount of the profit transfer is the net income for the year, reduced by any loss carried forward from the previous year, by the amount to be allocated to the statutory reserves pursuant to Section 300 AktG and by the amount subject to the distribution block pursuant to Section 268 (8) HGB.

Pursuant to Section 2 (2) of the Agreement, the Subsidiary Company may, with the consent of the Parent Company, transfer amounts from the net income for the year to the revenue reserves only to the extent that this is permissible under commercial law and economically justified on the basis of a reasonable commercial assessment. Pursuant to Section 301 Sentence 2 AktG, amounts which have been allocated to other revenue reserves during the term of the Agreement may, at the request of the Parent Company, be withdrawn from these reserves and transferred as profit. The same shall apply mutatis mutandis to the release of amounts allocated to the legal or statutory reserves during the term of this Agreement.

Pursuant to Section 2 (4) of the Agreement, the transfer of amounts resulting from the release of retained earnings and profit carryforwards is excluded to the extent that such amounts were allocated to retained earnings or accrued in financial years prior to the application of the Agreement. The transfer of amounts from the release of capital reserves pursuant to Section 272 (2) HGB is generally excluded.

Pursuant to Section 2 (5) of the Agreement, the obligation of the Subsidiary Company to transfer its entire profit also includes the profit from the disposal of all of its assets and a transfer profit from conversions. The above provision does not apply to profits arising after the dissolution of the Subsidiary Company.

Pursuant to Section 2 (6) of the Agreement, the claim for the transfer of profits arises at the end of each financial year of the Subsidiary Company (currently December 31) and is due for payment upon adoption of the annual financial statements of the Subsidiary Company for the past financial year.

Pursuant to Section 2 (7) of the Agreement, the Parent Company may demand an advance profit transfer if and to the extent that the payment of an advance dividend would be permissible. If the amount of the advance transfer exceeds the final amount of the profit transfer, the controlling company is deemed to have received a loan from the Subsidiary Company for the excess amount.

3. Loss transfer

Pursuant to Section 3 (1) of the Agreement, the provisions of Section 302 AktG, as amended, apply to the assumption of losses by the Parent Company. Accordingly, the Parent Company shall assume any net loss for the year incurred during the term of the Agreement to the extent that such loss is not offset by withdrawals from other retained earnings allocated thereto during the term of the Agreement.

Pursuant to Section 3 (2) of the Agreement, the claim for loss compensation arises at the end of the financial year of the Parent Company and is due for payment at the same time.

4. Preparation of the annual financial statements

Section 4 of the Agreement requires the Subsidiary Company to prepare and adopt the financial statements of the Subsidiary Company prior to the financial statements of the Parent Company and to submit them to the Parent Company for information, review, and approval prior to their adoption.

5. Rights to information

Section 5 of the Agreement provides the Parent Company with unlimited rights to information from the Subsidiary Company and requires the Subsidiary Company to report on an ongoing basis.

6. Term of the Agreement, termination

The Agreement is entered into for an indefinite period of time in accordance with Section 6. Ordinary termination is possible in writing at the end of a financial year of the Subsidiary Company with a notice period of three months, but not before five years/sixty months have elapsed since the beginning of the financial year for which the Agreement first applies.

The right to terminate the Agreement for good cause remains unaffected. Good cause includes, but is not limited to, the sale, contribution or other transfer of shares in the Subsidiary Company, the merger, demerger, or liquidation of the Parent Company or the Subsidiary Company, the change in the legal form of the Subsidiary Company (unless the Subsidiary Company is converted into a stock corporation with a different legal form), the transfer of the registered office or administrative headquarters of the Subsidiary Company or the Parent Company to a foreign country if this results in the loss of the tax group status. Termination for cause must also be in writing.

VI. No compensation or severance claims

The control and profit and loss transfer agreement dated March 21, 2025 does not establish any obligations on the part of K+S Aktiengesellschaft to make compensation or settlement payments in accordance with Sections 304 and 305 AktG, as there are no external shareholders.

VII. No review of the agreement

K+S Aktiengesellschaft is the sole shareholder of MSW-CHEMIE Gesellschaft mit beschränkter Haftung. For this reason, no audit of the control and profit and loss transfer agreement by a court-appointed auditor pursuant to Section 293b (1) Sentence 2 AktG is required.

Kassel (Germany), March 21, 2025

K+S Aktiengesellschaft

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Kassel (Germany), March 21, 2025

MSW-CHEMIE Gesellschaft mit beschränkter Haftung

Prof. Dr. Rüdiger Triebel