

STATEMENT
of
KWS SAAT SE & Co. KGaA

Legal form; Company name and registered office

§ 1

- 1.1 The Company has the legal form of a partnership limited by shares (KGaA).
- 1.2 The Company leads the firm

KWS SAAT SE & Co. KGaA

- 1.3 The Company has its registered office in Einbeck.

Object of the Company

§ 2

- 2.1 The object of the company is the breeding, propagation and utilization of crops of all kinds, the production and distribution of seeds, the operation of agriculture and horticulture and the distribution of their products and their processing and any utilization for human and animal nutrition, the manufacture of chemical products for agricultural or horticultural purposes and fertilizers, the manufacture and distribution of agricultural equipment, as well as the production of sugar and confectionery and their distribution, including all by-products.
- 2.2 The company may maintain operating facilities and agricultural operations on its own and/or leased land.
- 2.3. The Company may acquire shares or interests in investment funds, manage and dispose of investment funds which invest funds exclusively or predominantly in companies whose object is the activity in one or more of the areas mentioned in paragraph 1.
- 2.4 The Company is entitled to spin off significant parts of its operations and/or business areas, to transfer them to subsidiaries or joint ventures, and to restrict itself to performing the functions of a to spin off or sell them, to transfer them to subsidiaries or joint ventures, and to limit itself to performing the functions of a group holding company.
- 2.5 The Company may establish branches in Germany and abroad, establish and participate in of its Articles of Association, establish and participate in companies of any kind and any legal form, and enter into inter-company agreements of any kind.

Share capital and shares

§ 3

- 3.1 The share capital amounts to €99,000,000.00 and is divided into 33,000,000 no-par value bearer shares.
- 3.2 The shareholder's right to certification of his share is excluded.
- 3.3 The share capital available upon the conversion of the Company into a European Company (Societas Europaea (SE) in the amount of 19,800,000.00 has been provided by the conversion of KWS SAAT AG into the legal form of an SE.
- 3.4 The share capital available when the company was converted into a partnership limited by shares in the amount of 99,000,000.00 existing at the time of the conversion of the company into a partnership limited by shares was provided by the conversion of KWS SAAT SE into the legal form of a KGaA.
- 3.5 The General Partner is authorized, with the approval of the Supervisory Board, to increase the share capital of the Company 9,900,000.00 (in words: nine million nine hundred thousand euros) by issuing new no-par value shares against cash and/or non-cash contributions (Authorized Capital 2020). The new shares shall participate in profits from the beginning of the financial year in which they are issued. To the extent legally permissible, the General Partner may, with the consent of the Supervisory Board and in derogation of Section 60 (2) of the German Stock Corporation Act (AktG), determine that the new shares shall participate in profits from the beginning of a fiscal year already ended for which, at the time of their issue, no resolution has yet been passed by the Annual General Meeting on the appropriation of net retained profits.

In principle, shareholders are entitled to subscription rights. The shares may also be taken up by one or more banks or companies designated by the General Partner within the meaning of Section 186 (5) sentence 1 AktG with the obligation to offer them for subscription exclusively to the shareholders (indirect subscription right). However, the General Partner is authorized, with the approval of the Supervisory Board, to exclude the shareholders' subscription rights,

- in order to exclude fractional amounts from the subscription right;
- if the capital increase is effected against cash contributions and the issue price of the new shares is not significantly lower than the stock market price of already listed shares of the same class and features at the time of final determination of the issue price by the General Partner within the meaning of Sections 203 (1) and (2), 186 (3) sentence 4 AktG. The number of shares issued with exclusion of subscription rights in accordance with sections 203 (1) and (2), 186 (3) sentence 4 AktG may not exceed a total of 10% of the capital stock, either at the time this authorization becomes effective or at the time it is exercised. Shares issued or to be issued on the basis of bonds with warrants and/or convertible bonds shall be counted towards this figure if the bonds are issued during the term of this authorization in analogous application of Section 186 (3) sentence 4 AktG with exclusion of subscription rights; furthermore, shares issued during the term of this authorization with simplified exclusion of subscription rights in accordance with or pursuant to Section 186 (3) sentence 4 AktG or sold after repurchase shall be counted towards this figure;

- if the capital increase is made against contributions in kind, in particular for the purpose of the granting of shares in the context of business combinations or for the purpose of acquiring companies, parts of companies, interests in companies or other assets or claims to the acquisition of assets, including claims against the Company or its Group companies.

The General Partner is authorized, with the approval of the Supervisory Board, to determine the further details of the capital increase, the further content of the share rights and the conditions of the share issue. The Supervisory Board is authorized to amend the wording of the Articles of Association after full or partial implementation of the capital stock increase from Authorized Capital 2020 in accordance with the scope of the capital increase from Authorized Capital 2020 or after expiry of the authorization period.

Notices and information

§ 4

- 4.1 Announcements by the company are published in the Federal Gazette, unless otherwise stipulates bylaw.
- 4.2 Information to shareholders may also be transmitted by means of remote data transmission under the conditions provided for by law.

Constitution of the company

§ 5

- 5.1 Unless otherwise stipulated in the Articles of Association, the Company consists of the general partner and the shareholders. general partner and the shareholders (limited liability shareholders).
- 5.2. Bodies of the company are:
 1. the general partner
 2. the Supervisory Board
 3. the General Meeting

Personally liable partner

§ 6

- 6.1 The personally liable partner is

KWS SE

with its registered office in Einbeck.

- 6.2 The general partner has not made any special contributions. It does not participate in profits and losses or in the assets of the company.
- 6.3 The personally liable partner shall cease to be a member of the Company if the majority of the shares in the personally liable partner are no longer held directly and/or indirectly for a period of more than 30 calendar days by persons who together hold more than 15% of the share capital of the Company directly and/or indirectly via a dependent company pursuant to Sec. 17 (1) AktG or a controlled company pursuant to Sec. 290 (2) HGB. This does not apply if all shares in the personally liable partner are held by the Company.
- 6.4 Furthermore, the personally liable partner shall cease to be a shareholder of the Company if a person who is not a family shareholder (acquirer) directly or indirectly acquires control of the personally liable partner (acquisition of control) and does not, within three months of the acquisition of control, make a takeover or mandatory takeover offer to the limited liability shareholders of the Company in accordance with this provision and otherwise in accordance with the provisions of the German Securities Acquisition and Takeover Act (WpÜG).

A family shareholder is any natural person or legal entity that on October 23, 2018, directly or indirectly and considering any attribution pursuant to Section 34 of the German Securities Trading Act (WpHG), held more than 50% of the voting rights in KWS SAAT SE, including their respective descendants within the meaning of Section 1924 (1) of the German Civil Code (BGB) and their respective shareholders.

Family shareholders also include

- (i) Foundations whose board of directors consists of a majority of family shareholders;
- (ii) non-group companies whose capital or company shares and voting rights are directly or indirectly held or exercised by a majority of family shareholders;
- (iii) heirs of family shareholders and other legal successors of family shareholders if the majority of their capital or company shares and voting rights are directly or indirectly held or exercised by family shareholders.

Control is the holding of more than 50% of the voting rights in the personally liable partner from the shares owned directly or indirectly by the acquirer. Voting rights of shareholders of the personally liable partner and of direct or indirect shareholders of these shareholders with whom the acquirer coordinates the exercise of its voting rights in the personally liable partner's shareholders' meeting on the basis of a contractual agreement are attributed to the acquirer.

If the acquirer pays a control premium for the acquisition of control, the (minimum) consideration per share calculated in accordance with the provisions of the WpÜG shall be increased by an amount equal to the quotient of the control premium and the number of limited shares not held by the Company.

Control premium is the difference between

- (i) the value of the total agreed consideration under the legal transaction by which the acquirer obtains control, including all ancillary transactions related to the acquisition of control (in particular the simultaneous acquisition of shares in the general partner and limited partner shares in the Company), and
- (ii) the sum of:
 - if the acquirer acquires shares in the general partner as part of the acquisition of control, the proportion of the balance sheet equity of the general partner attributable to these shares in accordance with the general partner's last published annual financial statements prior to the date of acquisition of the controlling influence, and
 - if the acquirer of the controlling influence, in the context of acquiring the controlling influence (also) acquires limited partner shares in the Company, the product of multiplying (x) the number of acquired limited partner shares in the Company by (y) the minimum price for the takeover or mandatory offer calculated in accordance with the provisions of the WpÜG.

If the difference is negative, the control premium is zero euros.

Any statutory obligation of the acquirer of the limited partnership shares of the Company and of the shares of the General Partner to make a takeover or mandatory offer to the limited partnership shareholders of the Company shall remain unaffected.

- 6.5 The general partner also withdraws from the Company by giving notice of termination. Notice of termination must be given to all limited liability shareholders at the Annual General Meeting. Outside the General Meeting, notice of termination must be given to the Chairman of the Supervisory Board or his deputy. It may only be given with effect from the end of a financial year, subject to a notice period of at least six months.
- 6.6. The other statutory grounds for withdrawal of the General Partner shall remain unaffected.
- 6.7 If the General Partner withdraws from the Company or if such withdrawal is foreseeable, the Supervisory Board shall be entitled and obliged to appoint a corporation, all shares in which are held by the Company, as a new General Partner of the Company without undue delay or at the time of the withdrawal of the General Partner. If the General Partner withdraws from the Company without such new General Partner having been admitted at the same time, the Company shall be continued on a transitional basis by the shareholders of the Company alone. In this case, the Supervisory Board shall immediately apply for the appointment of an emergency representative to represent the Company until the admission of a new General Partner in accordance with sentence 1 of this paragraph, in particular upon acquisition or formation of such General Partner. The Supervisory Board is authorized to amend the wording of the Articles of Association to reflect the change of General Partner.

- 6.8 In the event of the continuation of the Company pursuant to paragraph 7 or in the event that all shares in the General Partner are held directly or indirectly by the Company, an extraordinary General Meeting or the next ordinary General Meeting shall decide on the change of the legal form of the Company into an SE or into a stock corporation, respectively. A simple majority of the votes cast is sufficient for the resolution on this change of the legal form. The General Partner is obliged to approve such a resolution of the General Meeting on the change of the legal form.

§ 7

- 7.1 The company is represented by the personally liable partner. The company is represented by the supervisory board vis-à-vis the general partner.
- 7.2 Management is the responsibility of the personally liable partner. The management authority of the personally liable partner also includes extraordinary management measures. The right of shareholders to approve extraordinary management measures at the general meeting is excluded. Section 164 sentence 1, half- sentence 2 HGB and Section 111 (4) sentence 2 AktG do not apply to the conduct of business.
- 7.3 The personally liable partner receives an annual remuneration of €30,000, which is independent of profits and losses, for assuming the management of the company and liability from the company.
- 7.4 The personally liable partner is reimbursed for all expenses in connection with the management of the company's business, including the remuneration of its board members. The personally liable partner accounts for its expenses on a quarterly basis; she can demand an advance payment.
- 7.5 Outside of their duties in the company, the personally liable partner is not authorized to conduct business for their own account or for the account of others.

Supervisory Board

§ 8

- 8.1 The Supervisory Board shall consist of six members, unless a different number of members is required by mandatory statutory provisions.
- 8.2. Four members shall be elected by the Annual General Meeting and two members by the employees unless the law mandatorily provides otherwise.
- 8.3 The election of the members of the Supervisory Board shall be for the period until the end of the Annual General Meeting which resolves on the ratification of the acts of the Supervisory Board for the fourth fiscal year after the beginning of the term of office, not including the fiscal year in which the term of office begins. The Annual General Meeting may specify a shorter term of office at the time of election. Members of the Supervisory Board may be re-elected.
- 8.4 By-elections for members who have left office before the end of their term of office shall be held for the remainder of the term of office of the member who left office prematurely, unless a different term of office is determined at the by-election within the framework of paragraph 3 sentence 1.
- 8.5 Simultaneously with the appointment of a Supervisory Board member, a substitute member may be appointed who will become a member of the Supervisory Board if the Supervisory Board member ceases to be a member before the end of his or her term of office. The office of the substitute member shall expire at the latest upon expiry of the term of office of the Supervisory Board member who has ceased to be a member.

- 8.6 Each member of the Supervisory Board has the right to resign from office at any time, even without good cause.

§ 9

- 9.1 The Supervisory Board shall elect a chairman and one or more deputies for the duration of its term of office without delay after its establishment. If several deputies have been elected, the Supervisory Board shall appoint their deputies in the event that the Chairman is prevented from attending. The deputy, when acting on behalf of the chairman, shall have the latter's rights and obligations.
- 9.2 The Supervisory Board may appoint committees from among its members and delegate specific tasks to them unless such delegation is excluded by law.

§ 10

- 10.1 The Chairman and, if he is prevented from doing so, his deputy may convene a meeting of the Supervisory Board at any time.
- 10.2 Any member of the Supervisory Board or the Personally Liable Partner may request that a meeting of the Supervisory Board be convened without delay, stating the purpose and the reasons. The meeting must take place within two weeks of being convened.

§ 11

- 11.1 The resolutions of the Supervisory Board shall be adopted at meetings chaired by the Chairman or, if he is unable to do so, by his deputy. The resolutions shall be recorded in writing. The minutes shall be signed by the Chairman or, if he is unable to do so, by the Deputy Chairman.
- 11.2 The Chairman of the Supervisory Board or, if he is prevented from doing so, his deputy, may, at his discretion, order that resolutions be adopted without holding a meeting by casting votes in writing or orally, by fax, by e-mail, by telephone, by electronic means or by a combination of the aforementioned means of communication, provided that no member objects to this procedure within a reasonable period of time set by the Chairman or his deputy. Resolutions adopted in this way shall be recorded in writing at the next meeting.
- 11.3 Resolutions of the Supervisory Board shall be adopted by a simple majority of votes. In the event of a tie, the Chairman shall have the casting vote. If the Chairman is unable to attend, his deputy shall also have a casting vote.

§ 12

- 12.1 The members of the Supervisory Board receive fixed annual compensation of €60,000 for their activities. The Chairman of the Supervisory Board receives three times this amount, the Deputy Chairman one and a half times this amount. Participation in committees is remunerated separately, whereby the Chairman of the Supervisory Board receives no additional remuneration for his work in committees.
- 12.2 Members of the Supervisory Board who are members of a committee receive additional compensation of €10,000 for this purpose. The chairman of a committee receives double this amount. For members of the Audit Committee, the additional compensation is €20,000. The Chairman of the Audit Committee receives three times this amount. Additional compensation is paid only for participation in a committee, with the higher compensation in each case being decisive.

- 12.3 If membership of the Supervisory Board or a committee or the office of Chairman or Deputy Chairman of the Supervisory Board or Chairman of a committee exists for only part of the financial year or if a financial year is shorter than the calendar year, the remuneration pursuant to paragraphs 1 and 2 shall be granted only on a pro rata basis.
- 12.4 The remuneration is due and payable at the end of each fiscal year.
- 12.5 The members of the Supervisory Board shall also be reimbursed for their expenses and for the value-added tax payable on the remuneration and expenses.
- 12.6 The Company is entitled to take out pecuniary loss liability insurance and legal expenses insurance for the members of the Supervisory Board to an appropriate extent at market conditions at the expense of the Company.

Annual General Meeting

§ 13

- 13.1 An ordinary General Meeting shall be held in the first half of the financial year, which shall be convened by the General Partner or the Supervisory Board or other persons authorized to do so by law or the Articles of Association, stating the place, time, and agenda. The meeting shall be convened by public notice.
- 13.2 The Annual General Meeting of the Company shall be held at the Company's registered office or in a German city with a population of more than 100,000.
- 13.3 The deadline for convening the Annual General Meeting shall be in accordance with the statutory provisions.

§ 14

Extraordinary General Meetings shall be convened in the same manner.

§ 15

- 15.1 Shareholders are entitled to attend the Annual General Meeting and exercise their voting rights if they have registered with the Company prior to the Annual General Meeting and provided proof of their entitlement to attend the Annual General Meeting and exercise their voting rights. The registration and proof of share ownership must be received by the Company at least five days before the Annual General Meeting at the address specified for this purpose in the notice convening the meeting. The day of the Annual General Meeting and the day of receipt are not included in this calculation.
- 15.2 The entitlement to attend the Annual General Meeting and to exercise voting rights must be evidenced by proof of share ownership issued by the ultimate intermediary in text form in German or English. Proof of share ownership pursuant to Section 67c (3) AktG shall be sufficient. The proof of share ownership must relate to the beginning of the twenty-first day prior to the Annual General Meeting.
- 15.3 In addition, the notice convening the General Stockholders' Meeting shall state the conditions under which stockholders are entitled to participate in the General Stockholders' Meeting.
- 15.4 The Personally Liable Partner is authorized to provide that shareholders may also participate in the General Stockholders' Meeting without being present at its location and without a proxy and exercise

all or some of their rights in whole or in part by means of electronic communication. The Personally Liable Partner is also authorized to make provisions on the scope and procedure of participation and exercise of rights pursuant to sentence 1. These will be announced in the notice convening the General Stockholders' Meeting.

- 15.5 The Personally Liable Partner is authorized to provide that shareholders may cast their votes in writing or by means of electronic communication without attending the meeting (postal vote). The Personally Liable Partner is also authorized to make provisions regarding the procedure. These will be announced in the notice convening the General Stockholders' Meeting.
- 15.6 The Personally Liable Partner and, during the General Stockholders' Meeting, the Chairman of the meeting pursuant to § 17 are authorized to permit the complete or partial video and/or audio transmission of the General Stockholders' Meeting in a manner to be determined in more detail by the respective authorized person. The transmission may also be made in such a way as to provide the public with unrestricted access.
- 15.7 The members of the Management Board of the Personally Liable Partner and of the Supervisory Board of the Company shall attend the General Meetings in person. If it is not possible for a member of the Supervisory Board to be present at the venue of the General Stockholders' Meeting, he or she may also participate by means of video and audio transmission.
- 15.8 The Personally Liable Partner is authorized until December 6, 2027, to provide for the meeting to be held without the physical presence of the shareholders or their proxies at the location of the General Meeting (virtual General Meeting). This authorization shall only apply to General Meetings held before or on December 6, 2027. The special requirements applicable to the holding of a virtual General Stockholders' Meeting and the more detailed provisions on the form or form options and their requirements are set out in the law. § 15 (1) and (2) shall also apply to the electronic connection to the virtual General Stockholders' Meeting. § 17 sentence 3 also applies to the right to ask questions at the virtual shareholders' meeting.

§ 16

At the Annual General Meeting, each no-par value share carries one vote.

§ 17

The General Meetings shall be chaired by the Chairman of the Supervisory Board or his deputy, or by a member of the Supervisory Board appointed to represent him. The Chairman shall chair the discussions and determine their order. The Chairman may impose reasonable time limits on the shareholder's right to speak and ask questions.

§ 18

- 18.1 Unless otherwise required by law or the Articles of Association, resolutions of the Annual General Meeting shall be adopted by a simple majority of the votes cast and, if the law requires a capital majority in addition to a voting majority, by a simple majority of the capital stock represented at the time the resolution is adopted.
- 18.2 The Chairman shall determine the manner and order of voting.

Fiscal year, annual financial statements, distribution of profits and reserves

§ 19

The fiscal year begins on July 1 of each year and ends on June 30 of the following year.

§ 20

- 20.1 The annual financial statements are adopted by the Annual General Meeting with the consent of the Personally Liable Partner.
- 20.2 When preparing the annual financial statements, the Personally Liable Partner may also allocate a larger portion than half of the net income for the year to other revenue reserves in compliance with the statutory provisions, as long as the other revenue reserves do not exceed half of the share capital or would not exceed half of the share capital after the allocation.
- 20.3 Shareholders' shares in profits shall be determined in accordance with their shares in the capital stock. In the event of a capital increase, the profit entitlement of new shares may also be determined in deviation from § 60 (2) of the German Stock Corporation Act.

§ 21

- 21.1 A statutory reserve amounting to one quarter of the capital stock shall be established. The twentieth part of the net income for the year, reduced by any loss carried forward from the previous year, shall be transferred to this reserve until the statutory reserve and the capital reserves pursuant to § 272 (2) nos. 1 - 3 of the German Commercial Code (HGB) together reach one quarter of the capital stock.
- 21.2 Otherwise, § 150 of the German Stock Corporation Act (AktG) shall apply to the legal reserve.

§ 22

The Supervisory Board is authorized to adopt amendments to the Articles of Association that only affect the wording.

Conversion costs

§ 23

- 23.1 The Company shall bear the costs associated with the conversion of KWS SAAT AG into an SE up to a total amount of €2,000,000.00, in particular court and notary fees, the costs of the employee participation procedure and the special negotiating body, the costs of reviewing the conversion, the costs of publication and legal and other consulting costs.
- 23.2 The Company shall bear the costs associated with the conversion of KWS SAAT SE into KWS SAAT SE & Co. KGaA up to a total amount of €2,000,000.00, in particular court and notarial costs, the costs of publication and legal and other consulting costs.

Severability clause

§ 24

Should one or more provisions of these Articles of Association be or become void or ineffective in whole or in part, this shall not affect the validity of the remainder of the Articles of Association.

NOTARY CERTIFICATE
pursuant to e 181 (1) sentence 2 AktG

The officiating notary Dr. Matthias Reichart with his office in Göttingen hereby certifies that the amended provisions of the above Articles of Association are in accordance with the resolution of the Annual General Meeting of the Company of December 6, 2022 (UVZ No. 828/2022 of the notary Dr. Matthias Reichart in Göttingen) and the unamended provisions are in accordance with the last complete wording of the Articles of Association submitted to the Commercial Register. The notary has satisfied himself of this by inspecting the electronic commercial register as of today.

Göttingen, December 14, 2022

Dr. Matthias Reichart, Notary

Certified Translation from German into English

I hereby certify that the image data contained in this file (transcript) matches the paper document (original) in my possession.

Göttingen, December 15, 2022

Dr. Matthias Reichart, Notary