

CONVENIENCE TRANSLATION

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Thus, only the original declaration of warranty in German language, signed by Deutsche Bank AG, is legally binding and valid.

Letterhead of Deutsche Bank AG

To
Novartis BidCo Germany AG
c/o Novartis Pharma GmbH
Roonstrasse 25
90429 Nuremberg

dated 11th July 2024

for delivery to the Executive Board of MorphoSys AG

Declaration of warranty No. 100BGI24001208 for the cash compensation obligation of the main shareholder according to Paragraph 62 article 5 sentence 8 UmwG in conjunction with Paragraph 327 b article 3 AktG for delivery to the executive board of MorphoSys AG

Novartis BidCo Germany AG, based in Munich, registered in the commercial register of the Amtsgericht München under HRB 283042 (hereinafter the '**main shareholder**'), has informed us that:

- it and MorphoSys AG, established in Planegg, registered in the commercial register of the Amtsgericht München under HRB 121023 (hereinafter the '**Aktiengesellschaft**'), are expected to conclude a merger agreement on 19 July 2024 by which the Aktiengesellschaft, as the company being acquired, transfers its assets as a whole to the main shareholder as the acquiring company (merger by acquisition), with all the rights and obligations resulting from the dissolution without liquidation in accordance with §§ 2 No 1, 60 et seq. UmwG;

- as of 10 July 2024, it directly holds 34,337,809 of the total issued 37,716,423 bearer-denominated no-par value shares of the Aktiengesellschaft with a share of the share capital of EUR 1.00. This corresponds to approximately 91.17% of the share capital of the Aktiengesellschaft (with deduction of the number of own shares according to Paragraph 62 article 1 sentence 2 of the UmwG). Since shares amounting to more than nine tenths of the share capital of the Aktiengesellschaft are thus directly in the hands of the main shareholder, the main shareholder as the acquiring company is also the main shareholder of the Aktiengesellschaft as the company being acquired within the meaning of the first sentence of Paragraph 62(5), paragraph 1, of the UmwG in the context of that merger;

- the merger agreement pursuant to the second sentence of Paragraph 62(5) of the UmwG will contain a statement that, in connection with the merger, the other shareholders (hereinafter the '**minority shareholders**') of the Aktiengesellschaft as the company being acquired are to be excluded (hereinafter the '**merger squeeze-out**').

At the request of the main shareholder, a decision on the transfer of the minority shareholders' shares to the main shareholder is to be taken at the ordinary general meeting of the Aktiengesellschaft on 27 August 2024 pursuant to Section 62(5) UmwG in conjunction with Section 327a(1) AktG in return for

the granting of a reasonable cash compensation of EUR 68.00 per share to be paid by the main shareholder.

The intended merger squeeze-out means that the main shareholder must also compensate the beneficiaries of the stock option programs implemented by the Aktiengesellschaft in 2021 (hereinafter '2021 stock option beneficiaries') for the loss of their subscription rights to shares in the Aktiengesellschaft (hereinafter '2021 stock options') (hereinafter, together with the cash compensation to be paid to minority shareholders, the 'cash compensation'). The main shareholder informed us that 107,044 2021 stock options are currently outstanding and that they will pay the 2021 stock option beneficiaries a cash compensation of EUR 23.10.

Pursuant to the eighth sentence of Paragraph 62(5) of the UmwG in conjunction with Paragraph 327b(3) of the AktG, before convening the general meeting which decides on the transfer of the shares of the minority shareholders to the main shareholder, the main shareholder is required to submit to the management board of the Aktiengesellschaft as the transferring company the declaration of a credit institution authorized to operate under the scope of the Stock Corporation Act, by which the credit institution takes over the guarantee for the fulfillment of the obligation of the main shareholder to pay the above cash compensation immediately after both (i) the transfer decision in the commercial register of the Aktiengesellschaft and (ii) the merger is registered in the commercial register of the main shareholder and the transfer decision has thus become effective (Paragraph 62(5), seventh sentence, and sentence 8 of the UmwG in conjunction with Paragraph 327e(3), first sentence, of the AktG).

That being said, we, as a credit institution authorized to conduct business within the scope of application of the Stock Corporation Act pursuant to Paragraph 62 (5) sentence 8 of the UmwG in conjunction with Paragraph 327b (3) of the AktG, accept unconditionally and irrevocably against each minority shareholder and each 2021 stock option beneficiary

(1) the warranty for the fulfillment of the obligation of the main shareholder to pay the minority shareholders of the Aktiengesellschaft without delay the fixed cash compensation of EUR 68.00 per share and the 2021 stock option beneficiaries without delay a cash compensation of EUR 23.10 per 2021 stock option, in each case after both (i) the transfer decision of the general meeting of the Aktiengesellschaft to Section 327a(1) of the AktG in the commercial register of the Aktiengesellschaft and (ii) the above-described merger of Aktiengesellschaft to the main shareholder in the commercial register of the Aktiengesellschaft are registered as shareholders and the transfer decision has thus become effective (Paragraph 62(5), seventh and eighth sentences of the UmwG in conjunction with Paragraph 327e(3), first sentence, of the AktG);

(2) the warranty for the fulfillment of the obligation of the main shareholder to pay the minority shareholders and the 2021 stock option beneficiaries pursuant to § 62 article 5 sentence 8 UmwG in conjunction with § 327b article 2 AktG on the above-mentioned cash compensation amounting to 5 percentage points annually above the respective base interest rate pursuant to § 247 BGB.

Insofar as shares of the minority shareholders are issued with share certificates which securitise the severance entitlement until the delivery to the main shareholder, the payment is made only in a step-by-step manner against the delivery of the respective share certificates or transfer of the rights to a global certificate.

This declaration of warranty pursuant to Paragraph 62 article 5 sentence 8 UmwG in conjunction with Paragraph 327 b article 3 AktG constitutes a real contract for the benefit of third parties (Paragraph 328 article 1 BGB), from which every minority shareholder of the Aktiengesellschaft and every 2021 stock option beneficiary a direct and irrevocable payment claim against us. In relation to each

minority shareholder and each 2021 stock option beneficiary, objections and objections are excluded from our relationship with the main shareholder.

The declaration of warranty within the meaning of Paragraph 62 article 5 sentence 8 UmwG in conjunction with Paragraph 327 b article 3 AktG is subject to German law.

Deutsche Bank AG

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