

a.i.s. AG
Cologne

(Cologne Local Court, HRB 54625)
ISIN: DE0006492903 / WKN: 649290

Invitation to the Extraordinary General Meeting

We hereby invite the shareholders of a.i.s. AG based in Cologne (hereinafter also referred to as the "**Company**") to the Extraordinary General Meeting to be held on Tuesday, 23 January 2024, at 10:30 a.m., at the Wasserturm Hotel Cologne, Kaygasse 2, 50676 Cologne.

I. Agenda and proposed resolutions

1. version of a continuation resolution after cancellation of the insolvency proceedings

Insolvency proceedings were opened over the company's assets in 2015 (Darmstadt Local Court, file number 9 IN 517/15). This meant that the company was insolvent acc. § Section 262 (1) no. 1 AktG was dissolved. By order of the Darmstadt Local Court dated 30 January 2023, the insolvency proceedings were cancelled in accordance with Section 258 (1) InsO. The company is therefore to be continued.

The Executive Board and Supervisory Board propose the following resolution:

"The company will continue as an advertising company."

2. Resolution on the change of legal form of the company to a partnership limited by shares with the accession of L'INDUSTRIELLE

FRANCO-ALLEMANDE (IFA/UCPMI) Société par actions simplifiée (SAS) as general partner and on the adoption of the Articles of Association, including the creation of new authorised capital with the authorisation to exclude subscription rights

Insolvency proceedings were opened over the company's assets in 2015 (see above). The company was thus dissolved in accordance with Section 262 (1) no. 1 AktG. By order of the Darmstadt Local Court dated 30 January 2023, the insolvency proceedings were terminated in accordance with Section 258 (1) InsO. The continuation of the company is therefore to be resolved under agenda item 1.

The cancellation of the insolvency proceedings was possible because L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS, 112 avenue de Kleber, 75116 Paris, France (Paris Commercial Register (Tribunal de Commerce de Paris), register number 352 914 477) (hereinafter also referred to as "IFA") undertook to pay a total of EUR 159,500 to the former insolvency administrator for the acquisition of 73.50 % of the shares in the company as part of the insolvency plan for the company's assets and made this payment.

In the event of (i) the finalisation of the insolvency plan (see below) and (ii) the adoption of the resolution to convert the company into a partnership limited by shares (KGaA), the IFA has held out the prospect of providing the company with a further EUR 12.000,000 in order to recapitalise the company in the amount of the share capital of currently EUR 10,226,000 (divided into 8,000,000 no-par value shares), which is also legally required for the implementation of the conversion into the legal form of a KGaA. A legally binding financing commitment is not yet available at the time of convening the Extraordinary General Meeting. However, based on IFA's behaviour to date, the Executive Board assumes that there is a high probability that it will make a corresponding payment once the insolvency plan has been finalised and the resolution on the conversion of the company into a KGaA has been passed. IFA has given a binding undertaking to bear the costs of the extraordinary general meeting in an amount of up to EUR 140,000.

However, from today's perspective, it is still unclear when the final settlement of the insolvency plan can be expected. The background to this is as follows: The company's shares are held in collective custody, i.e. the physical share certificate(s) are held in custody by Clearstream Banking AG as the intermediary. In accordance with the insolvency plan, 73.50% of the shares held by the company's existing shareholders were transferred from them to IFA by way of assignment (subject to the provisions on fractions in the insolvency plan, which provide for a fractional settlement in favour of the company's existing shareholders). The declaration of assignment of all previous shareholders of the company was legally fictitious for this purpose as part of the insolvency plan. Notwithstanding this, according to current estimates, a corresponding pro rata transfer of the company's shares held in custody at Clearstream Banking AG to IFA is required in accordance with the provisions of the insolvency plan so that IFA can exercise the rights arising from the shares. Only then will the insolvency plan be implemented. A corresponding transfer request by IFA has not yet been complied with. IFA's additional payment of EUR 12,000,000 into the company's capital reserves (as described above for the purpose of recapitalisation) will benefit the company's existing shareholders in relation to the 26.50% of shares in the company remaining in their securities accounts after the final settlement of the insolvency plan, as the additional payment is also commercially attributable to these shares on a pro rata basis to establish their notional interest in the share capital.

Board of Directors and Supervisory Board have therefore resolved to propose to the Extraordinary General Meeting to change the legal form of the company from a stock corporation to a partnership limited by shares. The change of legal form to a partnership limited by on shares shall future raise equity capital while at the same time allowing IFA to take an entrepreneurial role and thus facilitate the further development of the company. As general partner, IFA will take over the management and representation of the company through its management. The legal and actual position of the company's shareholders after the settlement of the insolvency plan (which is still pending with regard to the transfer of shares to IFA, see above) would already be characterised by the influence of IFA, which IFA would be able to exert due to its its majority shareholding in the voting capital in at the Annual General Meeting after the insolvency plan has been finalised. This influence would change with the change of legal form into a structural influence of the company's shareholders.

IFA to the company without the need for IFA to hold a majority of the shares in the company in future. In IFA's opinion, the anchoring of the company's character by IFA should contribute significantly to the company being perceived as a reliable and trustworthy company by other investors, particularly in France and internationally.

a) Change of legal form to a partnership limited by shares

The Executive Board and Supervisory Board propose the following resolution:

a. Change of legal form to a partnership limited by shares (KGaA)

a.i.s. AG will be converted into a partnership limited by shares (KGaA) by way of a change of legal form in accordance with the provisions of the German Transformation Act.

b. Company name and registered office of the legal entity in its new legal form

The new legal entity is **n a m e d** AIS Energy Environment SAS & KGaA and has its registered office in Cologne.

c. Articles of association of the new legal entity

The Articles of Association of AIS Energy Environment SAS & KGaA, which form an integral part of this conversion resolution, are hereby adopted in the wording set out in **Annex 1** to this notice convening the Extraordinary General Meeting. They govern the legal relationship of the general partner and the limited liability shareholders with each other and with the company (in the legal form of a KGaA) from the date of entry of the legal entity in its new legal form in the commercial register.

d. Share capital and shares

The share capital of the form-changing a .i.s. AG in the amount of EUR 10,226, 000 will be to the share capital of AIS Energy Environment SAS & KGaA The number, type and volume of the 8,000,000 no-par value bearer shares remain unchanged. The shareholders who are shareholders of a.i.s. AG at the time the change of legal form is entered in the commercial register will be

Limited liability shareholders of AIS Energy Environment SAS & KGaA. They will participate in the share capital of AIS Energy Environment SAS & KGaA to the same extent and with the same number of no-par value shares as they did in the share capital of a.i.s. AG before the change of legal form took effect. The notional interest of each no-par value share in the share capital remains unchanged.

e. Authorised capital

By adopting the Articles of Association of AIS Energy Environment SAS & KGaA and from the entry of the change of legal form in the commercial register, the authorised capital is newly created with the following wording **from** the Articles of Association of AIS Energy Environment SAS & KGaA in accordance with **Annex 1 for the** period from the effective date of the change of legal form of the company to a KGaA by its entry in the commercial register, whereby the possibility of excluding subscription rights is provided for. The corresponding provision in Article 6 of the Articles of Association reads as follows:

"Section 6 Authorised capital

*(1) The general partner is authorised, with the approval of the Supervisory Board, to increase the company's share capital by up to EUR 5,113,000 (in words: five million one hundred and thirteen thousand euros) by issuing up to 4,000,000 new no-par value bearer shares against cash or non-cash contributions on one or more occasions until 31 December 2028 (Authorised Capital 2024). The limited liability shareholders must generally be granted subscription rights. The new shares may also be subscribed by one or more banks, securities institutions or authorised capital providers pursuant to Section 53 para. 1 sentence 1 or Section 53b para. 1 p. 1 or para. 7 of the German Banking Act with the obligation to offer them to the limited liability shareholders for subscription. However, the general partner is authorised, with the approval of the Supervisory Board, to exclude the statutory subscription rights of the limited liability shareholders,
- to the extent necessary to equalise peak amounts;*

- if the shares are issued against contributions in kind for the purpose of acquiring companies or equity interests in companies or parts of companies or for the purpose of acquiring receivables from the company;

- if a capital increase against cash contributions does not exceed 10 per cent of the share capital and the issue price of the new shares is not significantly lower than the stock market price (Section 186 (3) sentence 4 AktG). The share capital of the company at the time this authorisation becomes effective or - if this value is lower - at the time this authorisation is exercised is decisive.

(2) The general partner is authorised, with the approval of the Supervisory Board, to determine the further details of the capital increase and its implementation. The Supervisory Board is authorised to amend the wording of the Articles of Association in accordance with the respective utilisation of the Authorised Capital 2024 or after expiry of the authorisation."

f. Personally liable partner

Personally liable partner of AIS Energy Environment SAS & KGaA will be L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS, 112 avenue Kleber, 75116 Paris, France, registered in the Commercial and Companies Register of the "Tribunal de grande instance de Paris" (registration number RCS. 352 914 744 / Code Siren: 894856285). In accordance with Section 245 (2) UmwG, the general partner assumes the legal status of the founder of the legal entity in its new legal form. In the course of the change of legal form, the general partner will not receive any participation under company law beyond its position as general partner, in particular no equity participation in AIS Energy Environment SAS & KGaA; it will not participate in the assets, profits or losses of AIS Energy Environment SAS & KGaA.

g. Special rights

As a purely precautionary measure, it is pointed out that the circumstances described below exist, irrespective of whether they are rights within the meaning of Section 194 (1) No. 5 UmwG.

- L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS is to be incorporated in
of AIS Energy Environment SAS & KGaA and
have the rights and obligations provided for by law and the Articles of Association. In particular, it is authorised to manage and represent the company in accordance with the Articles of Association attached as **Annex 1** to agenda item 2 to this invitation to the Annual General Meeting. L'INDUSTRIELLE FRANCO- ALLEMANDE (IFA/UCPMI) SAS will be reimbursed by the company for all expenses incurred in connection with the management of the company's business, including the remuneration of its board members. L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS invoices its expenses on a monthly basis; it may request an appropriate advance payment. L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS receives an annual fee of 3% of its share capital, irrespective of profits and losses, for assuming the management of the company and liability. The calculation is based on the share capital at the beginning of the financial year.
- The general partner is responsible for the management of AIS Energy Environment SAS & KGaA. The general partner's management authorisation also includes extraordinary management measures. management measures. The shareholders' right to approve extraordinary management measures at the Annual General Meeting is excluded.
§ Section 164 sentence 1, 2nd half-sentence HGB and Section 111 (4) sentence 2 AktG do not apply to the management of the business.
- The current CEO of a.i.s. AG, Dr J. Bendien, is to be appointed as a member of the Executive Board of L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS.

- The Supervisory Board members of the Supervisory Board of AIS Energy Environment SAS & KGaA shall receive an annual remuneration in addition to the reimbursement of their expenses in accordance with the Articles of Association attached as **Annex 1** to agenda item 2 to this invitation to the Annual General Meeting.
- Any procurations entered in the commercial register at a.i.s. AG continue to apply unchanged at AIS Energy Environment SAS & KGaA.
- Beyond the aforementioned rights, no (further) rights within the meaning of Section 194 (1) No. 5 UmwG are granted and no measures within the meaning of Section 194 (1) No. 5 UmwG are planned.

h. Cash settlement offer

A cash compensation offer pursuant to section 207 UmwG is required in accordance with

§ Section 250 UmwG does not apply.

i. Consequences of the change of legal form for employees and their representatives

At the time of convening the Extraordinary General Meeting, the company has no employees and consequently there are no employee representatives. Should this be different at the time the change of legal form takes effect, the following would result:

- The change of legal form has no effect on the company's employees and their employment relationships. The change of legal form does not mean a change of employer. A transfer of business within the meaning of Section 613a BGB does not take place. The rights and obligations arising from employment relationships existing at the time of the change of legal form are not affected by the change of legal form. After the change of legal form, the employer's right of management will be exercised by the managing directors of the general partner of AIS Energy Environment SAS & KGaA, L 'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS, exercised. This will not result in any changes for the employees. Length of service will not be interrupted by the change of legal form. No measures are planned with regard to any employees in connection with the change of legal form.

- The change of legal form has no influence on the existing company structures and the mandates of any works council members. The existence and composition of any works councils, speaker committees and other employee representative bodies as well as their rights and authorisations will not change as a result of the change of legal form. The change of legal form has no effect on the continued validity of any existing works agreements.
- The change of legal form also does not result in any changes with regard to the question of collective bargaining obligations of the company and any of its subsidiaries. If the company is subject to collective bargaining agreements on the basis of a reference clause in the employment contract, these reference clauses remain unaffected by the change of legal form as provisions of the employment contract. Which collective agreement provisions apply after the change of legal form as a result of corresponding reference clauses depends on the content of the reference in the employment contract in each individual case.
- In accordance with Section 194 (2) UmwG, the draft resolution on the change of legal form must be forwarded to the relevant works council of the legal entity undergoing the change of legal form no later than one month before the date of the meeting of shareholders that is to resolve on the change of legal form. As a works council does not exist when the general meeting is convened, no such notification is required.

j. Supervisory Board of the new legal entity

Pursuant to Sections 96 (1) and 101 (1) AktG in conjunction with Section 8 of the Articles of Association, the company's Supervisory Board currently consists of three members elected by the Annual General Meeting. § Section 8 of the Articles of Association, the Supervisory Board currently consists of three members to be elected by the Annual General Meeting. The Supervisory Board members are elected in accordance with

§ The members of the Supervisory Board shall remain in office until the end of the Annual General Meeting that resolves on the discharge for the fourth financial year after the start of their term of office in accordance with Section 8 of the Articles of Association. The financial year in which the term of office begins is not counted.

According to the Articles of Association attached as **Annex 1** to agenda item 2 to this invitation to the Annual General Meeting, Article 10, the Supervisory

Board of AIS Energy Environment SAS & KGaA shall consist of three members. The term of office of the members of the Supervisory Board of

AIS Energy Environment SAS & KGaA shall last until the end of the Annual General Meeting that resolves on the discharge for the fourth financial year after the start of the term of office. The financial year in which the term of office begins is not counted.

If, in the event of a change of legal form, a Supervisory Board is formed and composed in the legal entity with a new legal form in the same way as in the legal entity changing its legal form, the members of the Supervisory Board shall remain in office as members of the Supervisory Board of the legal entity with a new legal form for the remainder of their term of office (Section 203 sentence 1 UmwG). The shareholders of the legal entity changing its legal form may stipulate the termination of office for their supervisory board members in the resolution on the change of legal form (section 203 sentence 2 UmwG). A provision on the termination of office pursuant to Section 203 S. 2 UmwG is not to be included in the transformation resolution, so that the current Supervisory Board members Dr Klaus Willmann, Markus Neth and Dr Jürgen Tiedtke will become members of the Supervisory Board of AIS Energy Environment SAS & KGaA when the change of legal form takes effect.

k. Founder

The general partner takes the place of the founders of the partnership limited by shares for the application of the formation provisions pursuant to Section 245 (2) UmwG.

l. Continued validity of resolutions of the Annual General Meeting of a.i.s. AG

All resolutions of the Annual General Meeting of a.i.s. AG shall continue to apply in L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS, insofar as they have not yet been finalised by the time the change of legal form takes effect through its entry in the commercial register, taking into account the changed executive body structure as a result of the change of legal form and the entry of the general partner and otherwise unchanged in content.

m. Costs

The partnership limited by shares bears the costs of the change of legal form up to a maximum amount of EUR 150,000.

n. Application for entry in the commercial register

The Executive Board is instructed to apply for the change of legal form to be entered in the commercial register independently of the other resolutions of the Extraordinary General Meeting.

b) Approval of L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS on the accession as general partner of AIS Energy Environment SAS & KGaA and approval of the Articles of Association of AIS Energy Environment SAS & KGaA pursuant to Annex 1 to this invitation to the Annual General Meeting by L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS

Pursuant to Sections 240 (2) and 221 UmwG, L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS agree to the change of legal form, declare their accession and approve the articles of association of AIS Energy Environment SAS & KGaA. The declaration of consent, accession and approval requires notarisation (Section 193 (3) sentence 1 UmwG). The corresponding declaration by L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS regarding its accession and the articles of association is to be notarised as follows:

"L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS, which was established in the AIS Energy Environment SAS & KGaA is to assume the position of sole general partner, hereby approves the change of legal form and declares its accession as general partner of AIS Energy Environment SAS & KGaA. L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS hereby also approves the Articles of Association of AIS Energy Environment SAS & KGaA resolved under this agenda item 2 in the wording set out in Annex 1 to this invitation (with any amendments resolved under this agenda item 2)."

No resolution of the Annual General Meeting is required in this regard.

II. Annex 1 (to agenda item 2): Articles of Association of AIS Energy Environment SAS & KGaA

**Statutes of the
AIS Energy Environment SAS & KGaA**

I. General provisions

§ 1 Company name, registered office, financial year, duration and place of jurisdiction

(1) *The name of the company is:*

AIS Energy Environment SAS & KGaA

(2) *The company has its registered office in Cologne.*

(3) *The financial year is the calendar year.*

(4) *The company is established for an indefinite period.*

(5) *The place of jurisdiction for all disputes between the company and limited shareholders as well as between the company and the general partner is the registered office of the company. Foreign courts have no jurisdiction for such disputes.*

§ 2 Object of the company

(1) *The object of the company is:*

- *participation in projects focussing on energy, environmental protection, industry and real estate, as well as the promotion of measures relating to and promoting such projects;*
- *the investments in companies;*
- *advising other companies, in particular with regard to company organisation, strategy, marketing, information exchange and company management;*

- *supporting third parties in public relations work and as part of institutional support measures;*
- *trade in energy and environmentally friendly disposal.*

(2) The company is authorised to conduct all business in Germany and abroad and to take all measures that promote the object of the company. This includes acting in the aforementioned business areas via subsidiaries.

(3) The company may establish branches in Germany and abroad, conclude company agreements and establish other companies, acquire them and participate in them as well as transfer its operations to such companies.

§ 3 Announcements

Announcements of the company are made in the Federal Gazette.

§ 4 Bodies of the company

The executive bodies of the company are the general partner, the Annual General Meeting and the Supervisory Board.

II. Capital and shares

§ Section 5 Total capital, share capital and shares

(1) The total capital of the company consists of the share capital. There is no special contribution from the general partner.

(2) The share capital of the company amounts to EUR 10,226,000 (in words: ten million two hundred and twenty-six thousand euros).

(3) It is divided into 8,000,000 no-par value bearer shares.

(4) The share capital available when the company was converted into a partnership limited by shares was provided by changing the legal form of the previous legal entity, a.i.s. AG, based in Cologne (HRB 54625).

(5) If the share capital is increased, the profit participation of the new shares can be regulated in deviation from Section 60 (2) AktG.

§ Section 6 Authorised capital

*(1) The general partner is authorised, with the approval of the Supervisory Board, to increase the company's share capital by up to EUR 5,113,000 (in words: five million one hundred and thirteen thousand euros) by issuing up to 4,000,000 new no-par value bearer shares against cash or non-cash contributions on one or more occasions until 31 December 2028 (**Authorised Capital 2024**). The limited liability shareholders must generally be granted subscription rights. The new shares may also be acquired by one or more credit institutions, securities institutions or companies operating in accordance with Section 53 para. 1 sentence 1 or Section 53b para. 1 sentence 1 or para. 7 of the German Banking Act with the obligation to offer them to the limited liability shareholders for subscription. However, the general partner is authorised, with the approval of the Supervisory Board, to exclude the statutory subscription rights of the limited liability shareholders,*

- to the extent necessary to equalise peak amounts;*
- if the shares are issued against contributions in kind for the purpose of acquiring companies or interests in companies or parts of companies or for the purpose of acquiring receivables from the company;*
- if a capital increase against cash contributions does not exceed 10 per cent of the share capital and the issue price of the new shares is not significantly lower than the stock market price (Section 186 (3) sentence 4 AktG). The share capital of the company at the time this authorisation becomes effective or - if this value is lower - at the time this authorisation is exercised is decisive.*

(2) The general partner is authorised, with the approval of the Supervisory Board, to determine the further details of the capital increase and its implementation. The Supervisory Board is authorised to amend the wording of the

Articles of Association in accordance with the respective utilisation of the Authorised Capital 2024 or after expiry of the authorisation.

§ Section 6a Bearer shares / share certificates

(1) The company's shares are issued as bearer shares. This also applies to the new shares in the event of capital increases, unless decided otherwise.

(2) The form and content of share certificates, any dividend coupons and renewal coupons are determined by the General Partner with the approval of the Supervisory Board; they are signed by the General Partner alone.

(3) The limited liability shareholders are not entitled to securitisation of their shares, insofar as this is permitted by law. The company is authorised to issue share certificates representing individual shares (single shares) or several shares (global shares or global certificates).

III. Personally liable partner, management and representation

§ Section 7 Personally liable partner

(1) The personally liable partner is

L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS

112 avenue Kleber

75116 Paris France

registered in the Commercial and Companies Register of the "Tribunal de grande instance de Paris" (registration number RCS. 352 914 744 / Code Siren: 894856285). It alone decides on the admission of further personally liable partners.

(2) The general partner has not made a special contribution. It does not participate in the profit and loss or the assets of the company. It is neither authorised nor obliged to make a capital contribution.

(3) The general partner 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 or, outside the Annual General Meeting, to the Chairman of the Supervisory Board or his deputy. It can only take place at the end of a financial year with a notice period of at least nine months.

(4) The other statutory grounds for withdrawal of the general partner remain unaffected.

(5) If the general partner withdraws from the company or if this withdrawal is foreseeable, the Supervisory Board is authorised and obliged to admit a corporation, all of whose shares are held by the company, to the company as a new general partner immediately or at the time of the general partner's withdrawal. If the general partner leaves the company without a new general partner being admitted at the same time, the company shall be continued on a transitional basis by the limited liability shareholders of the company alone. In this case, the Supervisory Board must 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 in the event of the acquisition or formation of this general partner. The Supervisory Board is authorised to amend the wording of the Articles of Association to reflect the change in the general partner.

(6) If the company is continued in accordance with the above paragraph of the Articles of Association or if 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 legal form of the company to a stock corporation. A simple majority of the votes cast is sufficient for the resolution on this change of legal form. The general partner is obliged to approve such a resolution on the change of legal form at the Annual General Meeting.

§ Section 8 Legal relationship with the general partner

(1) The general partner is reimbursed by the company for all expenses incurred in connection with the management of the company's business, including the remuneration of its board members. The general partner generally invoices its expenses on a monthly basis; it may request an appropriate advance payment.

(2) The general partner receives an annual remuneration of 3% of its share capital, irrespective of profits and losses, for assuming management of the company and liability for the company. The calculation is based on the share capital at the beginning of the financial year.

(3) All payments received by the general partner are deemed to be expenses of the company in relation to the limited liability shareholders, irrespective of any deviating tax regulations.

§ 9 Management and representation

(1) The company is represented by the general partner. It is exempt from the prohibition of multiple representation pursuant to Section 181 2. alt. BGB (German Civil Code).

(2) The company is represented vis-à-vis the general partner by the Supervisory Board.

(3) The general partner is responsible for the management of the company. The general partner's management authorisation also includes extraordinary management measures. The limited liability shareholders' right to approve extraordinary management measures at the Annual General Meeting is excluded.

§ Section 164 sentence 1, 2nd half-sentence HGB and Section 111 (4) sentence 2 AktG do not apply to the management of the business.

(4) The limited liability shareholders are excluded from managing the company's business (Section 278 (2) AktG in conjunction with Section 164 sentence 1, first half-sentence HGB).

IV. Supervisory Board

§ 10 Composition and duration of the mandate

- (1) The Supervisory Board consists of three members.*
- (2) The term of office of the members of the Supervisory Board lasts until the end of the Annual General Meeting that resolves on the discharge for the fourth financial year after the start of the term of office. The financial year in which the term of office begins is not counted.*
- (3) At the same time as the members of the Supervisory Board and for the duration of their term of office, the Annual General Meeting may elect a substitute member to take the place of the Supervisory Board member who retires prematurely. The substitute member replaces the retired member until the new election, but for no longer than the remainder of the term of office of the retired member.*
- (4) Each member of the Supervisory Board may resign from office by giving four weeks' notice in writing to the personally liable shareholder. If there is good cause, the resignation may be made without notice.*

§ 11 Meetings and resolutions

- (1) The Chairman of the Supervisory Board or - if he is unable to do so - his deputy convenes the meetings of the Supervisory Board with two weeks' notice and determines the place, form and time of the meeting. The day on which the notice is sent and the day of the meeting are not included in the calculation of the notice period. The Chairman of the Supervisory Board may shorten this period to a maximum of three days in urgent cases. The invitation may be sent in writing or by other means (in particular by all means of telecommunication, including e-mail) and must be sent to the relevant contact information of the Supervisory Board members last notified to the general partner. The agenda must be announced with the invitation.*
- (2) The Chairman of the Supervisory Board chairs the meeting and determines the order of the items to be discussed and the type of voting.*
- (3) Meetings also include meetings of the Supervisory Board in video conferences ("virtual Supervisory Board meetings") and hybrid forms of*

face-to-face meeting and video conference ("hybrid Supervisory Board meetings"). Virtual or hybrid Supervisory Board meetings can be held at the request of the Chairman of the Supervisory Board or with the consent of all members. In the event of an order by the Chairman of the Supervisory Board, the members of the Supervisory Board have no right of objection, except with regard to the balance sheet meeting.

(4) Resolutions of the Supervisory Board are generally passed in meetings.

(5) The Supervisory Board is quorate if two thirds of its members are present or represented, but in any case at least three members. Resolutions of the Supervisory Board are passed by a simple majority of the votes cast, unless otherwise stipulated by law or these Articles of Association. Abstentions and invalid votes count as votes not cast for the purpose of determining the majority. In the event of a tie, the Chairman of the Supervisory Board has the casting vote. This also applies to elections. These provisions apply accordingly to resolutions adopted outside of meetings.

(6) Supervisory Board members who are not physically present or participating or connected ("absent") via video conference may also participate in the passing of resolutions by having written votes submitted by Supervisory Board members who are present.

(7) Resolutions can also be passed outside of meetings in writing, (remotely) verbally or by other means (in particular by all means of telecommunication, including email) or by a combination of these options if all members are requested to vote in this way by the Chairman of the Supervisory Board using the relevant contact information last provided to the Supervisory Board or if all Supervisory Board members participate in the passing of the resolution. In this case too, the Supervisory Board is quorate if two thirds of its members, but in any case at least three members, participate in the resolution by casting a vote or abstaining from voting. Abstentions and

Invalid votes count as votes not cast for the purpose of determining the majority.

(8) Minutes must be taken of the meetings of the Supervisory Board and signed by the chairperson of the meeting. If resolutions are passed outside of meetings, the minutes must be signed by the Chairman of the Supervisory Board and forwarded to all members without delay. The Chairman of the Supervisory Board shall also forward a copy to the General Partner, unless there is a particular interest in confidentiality vis-à-vis the General Partner.

(9) The Chairman must submit the declarations of intent required to implement the resolutions of the Supervisory Board on behalf of the Supervisory Board.

§ Section 12 Rights and duties of the Supervisory Board

(1) The Supervisory Board must fulfil the duties assigned to it by law, these Articles of Association and any rules of procedure for the Supervisory Board, and each member of the Supervisory Board must exercise the diligence of a prudent and conscientious Supervisory Board member.

(2) The Supervisory Board must monitor the management of the general partner. The Supervisory Board may inspect and audit the books and records as well as the assets of the company.

(3) The general partner must report regularly to the Supervisory Board. In addition, the Supervisory Board may request a report for good cause, including if this relates to a business transaction at an affiliated company of which the general partner has become aware and which may have a significant impact on the company's situation.

(4) If the company holds an interest in its general partner, all rights of the company arising from and in connection with this interest (such as voting rights, information rights, etc.) are exercised by the Supervisory Board.

§ Section 13 Chairman, rules of procedure and authorisation to amend the Articles of Association

(1) The Supervisory Board elects a Chairman and a Deputy Chairman from among its members at a meeting held without special notice following the Annual General Meeting at which the members of the Supervisory Board were elected.

(2) The Supervisory Board adopts its own rules of procedure.

(3) The Supervisory Board is authorised to resolve amendments to the Articles of Association that relate only to their wording.

§ 14 Remuneration and confidentiality

(1) The members of the Supervisory Board receive a fixed annual remuneration of EUR 7,500. The Chairman of the Supervisory Board receives twice this amount and the Deputy Chairman receives one and a half times this amount. Members who join or leave the Supervisory Board during the year receive the remuneration pro rata temporis for each month or part thereof of their membership.

(2) In addition, the members of the Supervisory Board receive reimbursement of any value added tax payable on their remuneration for Supervisory Board activities.

(3) The Annual General Meeting determines whether and to what extent remuneration is to be granted to the Supervisory Board during the liquidation of the company.

(4) The company can also ensure that appropriate liability insurance is taken out.

(5) All members of the Supervisory Board are obliged to maintain confidentiality with regard to all matters concerning the company, its personally liable partner and its limited liability shareholders in this capacity, as well as all circumstances concerning them that become known to the member of the Supervisory Board in the course of their activities, unless there is a mandatory legal obligation to disclose them. The duty of confidentiality shall continue to apply after the termination of the Supervisory Board mandate.

V. Annual General Meeting

§ 15 Place and convocation

(1) The General Meeting is convened by the General Partner, unless other persons are authorised to do so by law.

(2) The Annual General Meeting is held at the company's registered office, at the registered office of a German stock exchange or in a German city with a population of more than 100,000 at the discretion of the body convening the meeting.

(3) The Annual General Meeting must be convened at least 30 days before the day by the end of which the limited liability shareholders must register prior to the Annual General Meeting (see § 16). When calculating the deadline, the day on which the meeting is convened and the day by the end of which the limited liability shareholders must register prior to the Annual General Meeting are not counted.

§ 16 Right to participate

(1) Only those limited liability shareholders who register in good time before the Annual General Meeting and provide proof of their authorisation to attend the Annual General Meeting and exercise their voting rights will be admitted to attend the Annual General Meeting and exercise their voting rights.

(2) The registration must be received by the company or a person authorised to receive it at the address stated for this purpose in the invitation in German, French or English in text form at least six days before the Annual General Meeting. The day of receipt and the day of the Annual General Meeting are not counted.

(3) Proof of share ownership in accordance with Section 67c (3) AktG is sufficient as proof of authorisation. The proof must relate to the date specified in Section 123 (4) AktG and must be received by the office specified in the notice of the Annual General Meeting in text form in German, French or English at least six days before the Annual General Meeting. The day of receipt and the day of the Annual General Meeting are not counted.

(4) Details on registration and proof will be published with the invitation to the Annual General Meeting.

(5) Supervisory Board members who do not chair the Annual General Meeting may also participate in the Annual General Meeting by means of video and audio transmission if (i) physical attendance does not appear justifiable for the member concerned or the other participants due to health risks, (ii) the participation of the member concerned at the venue of the Annual General Meeting would involve disproportionately high travelling expenses or (iii) the Annual General Meeting is held as a virtual Annual General Meeting. Supervisory Board members who chair the Annual General Meeting must always participate at the venue of the Annual General Meeting.

§ 17 Chairmanship of the Annual General Meeting

(1) The Annual General Meeting is chaired by the Chairman of the Supervisory Board or, if he is unable to attend, by the Deputy Chairman of the Supervisory Board. In the event that the Chairman of the Supervisory Board and his deputy are unable to attend, the Annual General Meeting shall be chaired by a person to be appointed by the Supervisory Board by resolution, who does not have to be a member of the Supervisory Board. In the event that no chairperson is available at the Annual General Meeting in accordance with the above provisions, the chairperson shall be elected by the Annual General Meeting under the direction of the General Partner.

(2) The Chairman chairs the debate and determines the order of the agenda items and the type of vote.

(3) The chairman may impose reasonable time limits on the limited partners' right to ask questions and speak. In particular, he is authorised to determine the time frame for the entire course of the shareholders' meeting, for the discussion of the individual agenda items as well as the speaking and question time in general or for individual speakers at the beginning or during the course of the shareholders' meeting.

§ 18 Voting rights

(1) Each share entitles the holder to one vote at the Annual General Meeting.

(2) Voting rights may be exercised by authorised representatives. The authorised representative may also be a proxy appointed by the company. Unless statutory provisions or the Articles of Association provide for simplifications, the authorisation must be issued in text form (Section 126b BGB).

(3) The general partner may stipulate in the notice convening the Annual General Meeting that limited liability shareholders may cast their votes in writing or by means of electronic communication (postal vote) without attending the meeting. The general partner is also authorised to make provisions regarding the procedure.

§ Section 19 Virtual Annual General Meeting

The general partner is authorised, with the approval of the Supervisory Board, to provide for the Annual General Meeting to be held without the physical presence of the limited liability shareholders or their proxies at the venue of the Annual General Meeting (virtual Annual General Meeting). This authorisation is valid for a period of five years after this provision of the Articles of Association is entered in the company's commercial register. All provisions of these Articles of Association for Annual General Meetings apply to the virtual Annual General Meeting, unless otherwise provided for by law or expressly stipulated otherwise in these Articles of Association.

§ 20 Resolutions

(1) Unless otherwise stipulated in the Articles of Association or by law, resolutions of the Annual General Meeting are passed by a simple majority of the votes cast and, if a capital majority is also required, by a simple majority of the share capital represented at the time the resolution is passed (this also applies in particular to resolutions on a capital increase in accordance with Section 182 AktG and resolutions in accordance with Section 182 AktG).

§ Section 221 AktG).

(2) The resolutions of the Annual General Meeting require the consent of the personally liable partners insofar as they concern matters for which the consent of the personally liable partners and the limited partners is required in the case of a limited partnership. The exercise of the powers to which the Annual General Meeting or a minority of limited liability shareholders are entitled with regard to the appointment of auditors and the assertion of claims by the company arising from the formation or management of the company does not require the consent of the general partners. If the resolutions require the consent of the general partner, the general partner shall declare at the shareholders' meeting whether the resolutions are accepted or rejected.

VI. Annual financial statements and appropriation of profits

§ Section 21 Accounting

(1) In the first three months of the financial year, the general partner must prepare the annual financial statements for the previous financial year and the management report and, if necessary, the consolidated financial statements and the Group management report and submit them to the auditor (in the event of a statutory audit obligation).

(2) The Supervisory Board commissions the auditors to conduct the audit. Before the auditors' report is forwarded to the Supervisory Board, the general partner must be given the opportunity to comment.

(3) At the same time as submitting the annual financial statements and the management report, the consolidated financial statements and the Group management report as well as the auditor's report, the general partner must submit the proposal for the appropriation of net retained profits to the Supervisory Board for review. The Supervisory Board reports on the results of its review in writing to the Annual General Meeting.

(4) The annual financial statements are adopted by resolution of the Annual General Meeting with the consent of the personally liable partner.

§ Section 22 Appropriation of net income / appropriation of profit

(1) When preparing the annual financial statements, the general partner may transfer amounts up to half of the net profit for the year to other revenue reserves. It is also authorised to allocate further amounts of up to 100% of the net profit for the year to other revenue reserves as long as and to the extent that the other revenue reserves do not exceed half of the share capital and would not exceed this amount even after the allocation.

(2) When calculating the portion of the net profit for the year to be allocated to other revenue reserves in accordance with paragraph (1), allocations to the legal reserve and losses carried forward must be deducted in advance.

(3) The Annual General Meeting decides on the appropriation of the balance sheet profit resulting from the adopted annual financial statements.

(4) After the end of a financial year, the general partner may, with the approval of the Supervisory Board, within the scope of the § 59 AktG to distribute an interim dividend to the limited liability shareholders.

VII. Final provisions

§ Section 23 Dissolution and liquidation

(1) The limited liability shareholders as a whole do not have the right to terminate the company.

(2) In the event of the dissolution of the company, liquidation shall be carried out by the personally liable partner. The shareholders' meeting may appoint other persons as liquidators.

§ 24 Partial invalidity

Should a provision of these Articles of Association be wholly or partially invalid or lose its legal validity at a later date, or should a loophole be found in these Articles of Association, this shall not affect the validity of the remaining provisions. The invalid provision or the loophole shall be replaced by an appropriate provision which, as far as legally possible, best corresponds to the meaning and purpose of these Articles of Association. If the invalidity of a provision is based on

If the contract is based on a measure of performance or time (period or date) specified therein, the legally permissible measure or legally permissible time that comes closest to the provision shall replace what has been agreed.

§ Section 25 Formation expenses and conversion costs

(1) The company bears the expenses associated with the formation of this company up to a maximum amount of EUR 51,129.19.

(2) The expenses associated with the conversion of a .i.s. AG into AIS Energy Environment SAS & KGaA are borne by the company up to a maximum amount of EUR 150,000.

III. Further information and notes

1. Shares and voting rights at the time of convening the Extraordinary General Meeting

At the time of convening this Extraordinary General Meeting, the a.i.s. AG issued a total of 8,000,000 shares. Each share grants one vote at the Extraordinary General Meeting. At the time of convening this Annual General Meeting, a.i.s. AG does not hold any treasury shares.

2. Requirements for attending the Annual General Meeting and exercising voting rights

Only those shareholders who register prior to the meeting and provide proof of their authorisation to attend are entitled to attend the Annual General Meeting and exercise their voting rights. The registration and proof of authorisation must be received by the company at the address stated for this purpose in the invitation at least six days before the meeting. The day of receipt

and the day of the meeting are not included. The registration can be made in German or English and must be in text form (Section 126b BGB).

The authorisation to participate in the Annual General Meeting and to exercise voting rights must be evidenced by a certificate of share ownership issued in text form in German or English by the custodian bank; in any case, proof issued by the last intermediary in accordance with Section 67c (3) AktG is sufficient (last intermediaries are the intermediaries who hold shares in a company for a shareholder, usually the custodian banks). The proof of share ownership must refer to the close of business on the 22nd day prior to the meeting.

The proof of shareholding must therefore refer to Monday, 1 January 2024, 24:00 hours (record date) and must be received by the company at the following address by Tuesday, 16 January 2024, 24:00 hours at the latest, as must the registration for the Annual General Meeting:

a.i.s. AG
Friedrichstr. 171
10117 Berlin
E-mail: info@ais-ag.eu

In relation to the company, only those who have provided proof of share ownership are deemed to be shareholders for the purposes of attending the meeting and exercising voting rights. The authorisation to participate and the scope of voting rights are determined exclusively by the shareholding on the record date. The record date is not associated with a block on the saleability of the shareholding. Even in the event of a full or partial sale of the shareholding after the record date, only the shareholding of the shareholder on the record date is relevant for participation and the scope of the voting right, i.e. sales of shares after the record date have no effect on the authorisation to participate in the meeting and the scope of the voting right. Persons who do not yet own any shares on the record date and only become shareholders after this date are therefore not entitled to attend and vote as shareholders, but may be authorised by the seller. The same applies to the acquisition of additional shares after the record date. The record date has no significance for dividend entitlement.

The last intermediaries usually take care of the necessary registration and transmission of the proof of shareholding for their clients if they instruct them to do so. Shareholders are therefore requested to contact their last intermediary as early as possible.

Admission tickets will not be sent out.

3. Voting by authorised representative

Provided that the requirements under III. 2. are met, shareholders have the option of having their voting rights exercised by a proxy - for example by an intermediary, a shareholders' association or by proxies appointed by the company (the information under III. 4. applies to the authorisation of proxies appointed by the company).

Authorisation may be granted both before and during the Annual General Meeting. Proxy authorisations may be issued both to the person to be authorised and to the company. If the shareholder authorises more than one person, the company may reject one or more of them.

Authorisations that are not granted to an intermediary, a shareholders' association or another person deemed equivalent to an intermediary in accordance with Section 135 (8) AktG must be in text form.

If intermediaries or persons equivalent to them pursuant to Section 135 (8) AktG (in particular shareholders' associations) are authorised, neither of § Section 134 para. 3 AktG requires text form, nor do the articles of association contain a special formal requirement for this case. However, intermediaries or persons treated as such in accordance with Section 135 (8) AktG must record the authorisation in a verifiable manner (Section 135 (1) AktG). We recommend that our shareholders consult with the aforementioned persons regarding the form of proxies.

The following address is available for the declaration of a power of attorney to the company, its revocation and the transmission of proof of a declared power of attorney or its revocation to the company:

a.i.s. AG
Friedrichstr. 171

10117 Berlin

E-mail: info@ais-ag.eu

For organisational reasons, submissions sent by post must be received at the above address by Sunday, 21 January 2024, 24:00 hours at the latest. Submission by e-mail is possible until the end of the Annual General Meeting.

4. Authorisation of the proxies appointed by the company

We also offer our shareholders the opportunity to authorise proxies appointed by the company to exercise their voting rights (one or more proxies will be appointed by the company), provided that the requirements **under III. 2.** are met. The granting of authorisation, its revocation and proof of authorisation or revocation of authorisation vis-à-vis the company must be in text form.

If proxies are authorised, they must be given instructions for exercising voting rights. Without corresponding instructions, proxies will not exercise voting rights. For technical reasons, only the forms provided for this purpose, which will be sent to shareholders after receipt of registration and proof of share ownership, should be used to authorise and instruct proxies. A corresponding form can also be downloaded from the company's website at <https://www.ais-ag.eu/index.php?page=6>.

Proxies and instructions to the proxies must be received at the address specified in **Section III. 3.** by Sunday, 21 January 2024, 24:00 hours at the latest.

The above information on the possibilities of transmission and the deadlines to be observed apply accordingly to the revocation of authorisation to proxies appointed by the company and to changes to instructions. If the shareholder or another third party authorised by the shareholder attends the Annual General Meeting, the proxy will not exercise the voting right unless

unless he is granted power of attorney by the shareholder or by another third party authorised by the shareholder during the Annual General Meeting.

5. Shareholders' rights to request an addition to the agenda (Section 122 (2) AktG)

Shareholders whose shares together amount to one twentieth of the share capital or a proportionate amount of EUR 500,000 may request that items be placed on the agenda of the Annual General Meeting and published in accordance with Section 122 (2) AktG. The request must be made in writing (Section 126 BGB) to the Management Board. The request must be received by the company at least 30 days before the Annual General Meeting; the day of receipt and the day of the Annual General Meeting are not counted. The last possible date of receipt for a request for additions to the agenda is therefore Saturday, 23 December 2023, 24:00 hours. Each new item on the agenda must be accompanied by a statement of reasons or a draft resolution.

The applicants must prove that they have held the shares for at least 90 days prior to the date of receipt of the request and that they will hold the shares until the Management Board decides on the request. Pursuant to Section 70 of the German Stock Corporation Act (AktG), there are certain offsetting options to which reference is made. A corresponding confirmation from the last intermediary is sufficient proof.

Requests from shareholders to add items to the agenda should be sent to the following address:

a.i.s. AG, Management Board, Dr Johan Bendien, Friedrichstr. 171, 10117 Berlin.

Additions to the agenda - insofar as they are not already announced when the meeting is convened - will be published on the Internet at <https://www.ais-ag.eu/index.php?page=6> immediately upon receipt, announced in the Federal Gazette and forwarded for publication to media that can be expected to disseminate the information throughout the European Union.

6. Shareholders' rights to announce motions and election proposals (Sections 126 (1), 127 AktG)

Counter motions and election proposals submitted before the Annual General Meeting in accordance with the

§§ Sections 126, 127 AktG are to be made accessible via the company's website must be received by Monday, 8 January 2024, 24:00 hours, at the following address:

a.i.s. AG

Friedrichstr. 171

10117 Berlin

E-mail: info@ais-ag.eu

Only counter motions and election proposals received in good time at the aforementioned address, including the name of the shareholder and a statement of reasons to be made available, will be made available without delay on the company's website at <https://www.ais-ag.eu/index.php?page=6>, provided that the statutory requirements pursuant to Sections 126 and 127 AktG are otherwise met. Any statements by the management will also be made available at the aforementioned Internet address.

It should be noted that counter motions and election proposals, even if they have been submitted to the company in advance in due time, can only be put to the vote at the Annual General Meeting if they are submitted verbally during the Annual General Meeting.

7. Shareholder's right to information at the Annual General Meeting (Section 131 (1) AktG)

Upon request, the Executive Board must provide each shareholder with information on company matters at the Annual General Meeting, insofar as this is necessary for a proper assessment of the agenda item. The duty to provide information also extends to the company's legal and business relationships with an affiliated company. The duty of the Management Board of a parent company (Section 290 (1), (2) of the German Commercial Code) to provide information at the Annual General Meeting to which the consolidated financial statements and the Group management report are presented also extends to the situation of the Group and the companies included in the consolidated financial statements. The Management Board is authorised to provide information from the

§ Section 131 (3) AktG.

8. Time information

All times stated in this convocation are in Central European Time. Central European Time (CET) corresponds to Coordinated Universal Time (UTC) plus one hour.

9. Publications on the company's website / further information on shareholders' rights

The documents relating to the agenda can be viewed on the Internet from the time the Annual General Meeting is convened at

<https://www.ais-ag.eu/index.php?page=6>

be inspected at the Annual General Meeting. The documents will also be available for inspection by shareholders at the company's offices, a.i.s. AG, Friedrichstr. 171, 10117 Berlin, from the date on which the Annual General Meeting is convened. This applies in particular to:

- Conversion report on agenda item 2 prepared by the Executive Board, which contains an explanation of the change in legal form, including the legal and economic consequences for the company's shareholders.
- The articles of association of the new legal entity, the future AIS Energy Environment SAS & KGaA.
- Report of the Executive Board on the reasons for the authorisation of the general partner partner of the future AIS Energy Environment SAS & KGaA to exclude subscription rights when utilising the authorised capital provided for in the Articles of Association of AIS Energy Environment SAS & KGaA.

The information pursuant to Section 124a AktG will be available on the company's website at <https://www.ais-ag.eu/index.php?page=6> as soon as possible after the Annual General Meeting has been convened. Further information on shareholders' rights pursuant to Section 122 (2), Section 126 (1), Section 127 and Section 131 (1) AktG will also be made available there from the time the Annual General Meeting is convened.

10. Resolutions

Votes on agenda items 1 and 2 shall be binding.

For each vote, the options of voting in favour (YES), against (NO) or abstaining (ABSTENTION) are available.

11. Information for shareholders and shareholder representatives on data protection

As the controller within the meaning of Art. 4 No. 7 of the General Data Protection Regulation (GDPR), a.i.s. AG processes personal data in order to enable shareholders and shareholder representatives to participate in the Annual General Meeting and to exercise their rights at the Annual General Meeting, as well as to fulfil other requirements under stock corporation law to which the controller is subject (e.g. publication and disclosure obligations). Personal data is only available if it relates to natural persons. The applicable data protection regulations in Germany are complied with.

The person responsible can be reached under the following contact options:

a.i.s. AG
Friedrichstr. 171
10117 Berlin
E-mail: info@ais-ag.eu

The following personal data of the respective shareholder or of persons who are authorised by a shareholder to exercise voting rights for shares in their own name are processed: Surname and first name, address, e-mail address and/or telephone number (if provided or known), number of shares, class of shares, type of ownership of the shares (own shares, shares held by third parties or shares held by proxy), last intermediary and number of the admission ticket, the vote cast as well as questions asked and statements made regarding the minutes of the Annual General Meeting. Other personal data may also be considered in detail.

If there is a shareholder representative, the following personal data will also be processed: Surname and first name as well as address, e-mail address and/or telephone number (if provided or known). Insofar as these

personal data is not collected from shareholders or shareholder representatives, in particular in the context of registration for the Annual General Meeting, participation in the Annual General Meeting or the submission of a request for additions to the agenda in accordance with the German Data Protection Act.

§ Section 122 AktG or the submission of a countermotion or election proposal in accordance with

§§ 126, 127 AktG, the last intermediary of the shareholder concerned transmits the personal data to us.

If countermotions or election proposals are submitted in accordance with Sections 126 and 127 AktG, these are published on the company's website, including the name of the shareholder, the reasons and any statement by the management.

In accordance with Section 129 AktG, a list of participants must be made available to all participants at the Annual General Meeting. In accordance with Section 129 AktG, the list of attendees contains the personal data of the attendees of the Annual General Meeting or the shareholder represented, including their name and place of residence as well as the number of shares represented by each attendee, stating their class. Each shareholder must also be granted access to the list of participants upon request for up to two years after the Annual General Meeting.

The purpose of the data processing is the fulfilment of its legal obligations by the a.i.s. AG and the organisation and conduct of the Annual General Meeting in order to enable shareholders and shareholder representatives to participate in the Annual General Meeting and exercise their rights before and during the Annual General Meeting. Data processing is absolutely necessary for participation in the Annual General Meeting and the exercise of voting rights as well as the exercise of other rights related to the Annual General Meeting. The legal basis for the processing is Art. 6 (1) c) GDPR. The aforementioned data will be deleted three years after the end of the Annual General Meeting, unless further processing of the data is still necessary in individual cases for the processing of motions, decisions or legal proceedings in relation to the Annual General Meeting or for other reasons or is required by law.

The company's service providers (e.g. AGM agencies, banks, notaries, lawyers), which are commissioned for the purpose of organising the Annual General Meeting, only receive such personal data from the company as is necessary for the performance of the commissioned service and process the data exclusively in accordance with the instructions of the company as the controller. The service providers

may only process the personal data on behalf of a.i.s. AG and not for their own purposes and must treat the data confidentially. An order processing contract is concluded with these service providers - if required by law. Data is not transferred to third countries or international organisations. Finally, the company transfers personal data to courts, arbitration tribunals or legal advisors insofar as this is necessary for the assertion, exercise or defence of legal claims.

Data subjects have the right to access (Art. 15 GDPR), rectification (Art. 16 GDPR), restriction (Art. 18 GDPR), portability (Art. 20 GDPR) and erasure (Art. 17 GDPR) of their personal data if the relevant legal requirements are met.

Data subjects also have the right to object to the processing of their personal data if the relevant legal requirements are met (Art. 21 GDPR).

Data subjects can assert these rights against a.i.s. AG free of charge using the following contact details:

a.i.s. AG

Friedrichstr. 171

10117 Berlin

E-mail: info@ais-ag.eu

In addition, shareholders and shareholder representatives have the right to lodge a complaint with the data protection supervisory authorities in accordance with Art. 77 GDPR.

Cologne, December 2023

a.i.s. AG

The Executive Board