



VITA 34 AG

Leipzig

ISIN DE000A0BL849 / WKN A0BL84

CONVENING OF THE ANNUAL GENERAL MEETING 2023

On

Tuesday, September 26, 2023, at 12:00 a.m. CEST,

takes place in the premises of **the**

**Grünebaum Gesellschaft für Event-Logistik mbH "The Burrow Berlin", Karl-Heinrich-
Ulrichs-Straße 22/24 / Lützowplatz 15, 10785 Berlin,**

**the Annual General Meeting of Vita 34 AG, with its registered office in Leipzig, Germany
as a virtual Annual General Meeting without the physical presence of the shareholders or
their proxies** at the location of the Annual General Meeting.

We cordially invite our shareholders* to attend.

*Insofar as this invitation does not use gender-specific notation, this is done solely for the purpose of better readability. All personal designations and terms are to be understood as gender-neutral for the purposes of equal treatment.

Properly registered shareholders and their proxies can connect to the virtual Annual General Meeting by means of electronic communication via the Internet service ("Investor Portal") and exercise their voting rights and other shareholder rights. The password-protected Investor Portal for the Annual General Meeting is available at

<https://ir.vita34.de/en/investor-relations/annual-general-meeting/>

accessible. For further information on the audio and video transmission of the Annual General Meeting, please refer to the section "Supplementary information and notices" printed after the agenda.

Shareholders and their proxies may exercise their voting rights - even if they have authorized third parties - exclusively by means of electronic communication via electronic absentee voting or by granting power of attorney and issuing instructions to the proxies appointed by the Company.

The venue of the Annual General Meeting within the meaning of the German Stock Corporation Act shall be the premises of Grünebaum Gesellschaft für Event-Logistik mbH "The Burrow Berlin", Karl-Heinrich-Ulrichs-Strasse 22/24 / Lützowplatz 15, 10785 Berlin. Shareholders and their proxies (with the exception of proxies appointed by the Company) have no right or opportunity to be present at the venue of the meeting.

I. AGENDA

- 1. Presentation of the adopted annual financial statements, the approved consolidated financial statements, the combined management report for the Company and the Group, as well as the report of the Supervisory Board and the explanatory report of the Management Board on the disclosures pursuant to sections 289a and 315a of the German Commercial Code (HGB), in each case for the fiscal year 2022**

The aforementioned documents are available to shareholders from the time the Annual General Meeting is convened on the internet at

<https://ir.vita34.de/en/investor-relations/annual-general-meeting/>

made accessible.

The Supervisory Board has already approved the annual financial statements and the consolidated financial statements prepared by the Management Board. The annual financial statements are therefore adopted in accordance with Section 172 of the German Stock Corporation Act (AktG). The documents referred to under this agenda item are to be made available to the Annual General Meeting without the need for a resolution by the Annual General Meeting.

- 2. Resolution on the discharge of the Management Board for the financial year 2022**

The Management Board and the Supervisory Board propose that the following resolution be adopted:

The acts of the members of the Management Board holding office in fiscal year 2022 are ratified for this period.

- 2.1 Andreas Schafhirt
- 2.2 Jakub Baran
- 2.3 Tomasz Baran
- 2.4 Dirk Plaga

It is planned to have the Annual General Meeting decide on the discharge of the members of the Supervisory Board by way of an individual vote.

3. resolution on the approval of the actions of the Supervisory Board for the financial year 2022

The Management Board and the Supervisory Board propose that the acts of the members of the Supervisory Board of the Company holding office in the fiscal year 2022 be ratified for this period.

- 3.1 Mr. Florian Schuhbauer
- 3.2 Mr. Frank Köhler
- 3.3 Mr. Andreas Füchsel
- 3.4 Dr. Alexander Granderath
- 3.5 Mr. Nils Herzing
- 3.6 Mr. Paul Owsianowski
- 3.7 Mrs. Dr. Ursula Schütze-Kreilkamp
- 3.8 Mr. Konrad Mitterski

It is planned to have the Annual General Meeting decide on the discharge of the members of the Supervisory Board by way of an individual vote.

4. Resolution on the appointment of the auditor of the annual financial statements and the auditor of the consolidated financial statements, as well as the auditor for the review of interim financial reports and other financial information of the Company.

The Supervisory Board proposes that the following resolution be adopted:

PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft (Berlin branch) is appointed as auditor of the annual financial statements and auditor of the consolidated financial statements for the fiscal year 2023 and as auditor for the review, if any, of interim reports and other interim financial information within the meaning of Section 115 (7) WpHG prepared prior to the next Annual General Meeting and to the extent that the review is commissioned.

5. Resolution on the approval of the compensation report for the financial year 2022

Following the amendment to the Stock Corporation Act by the Act Implementing the Second Shareholders' Rights Directive (ARUG II) of December 12, 2019 (BGBl. I No. 50 2019, p. 2637), the Management Board and Supervisory Board of listed companies are required to prepare a clear and comprehensible report each year pursuant to Section 162 AktG on the compensation granted and owed to members of the Management Board and Supervisory Board in the previous fiscal year and to submit this to the Annual General Meeting for approval pursuant to Section 120a (4) AktG.

The remuneration report prepared by the Management Board and Supervisory Board for the financial year 2022 was audited by the auditor of Vita 34 AG, PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft (Berlin branch), pursuant to Section 162 (3) of the German Stock Corporation Act (AktG), to determine whether the legally required disclosures pursuant to Section 162 (1), (2) AktG were made. The report on the audit of the remuneration report is attached hereto. The Management Board and the Supervisory Board propose to approve the remuneration report of Vita 34 AG for the financial year 2022.

The compensation report for fiscal year 2022 and the report on its audit by the auditor are printed in the notes to this agenda item 5.

It is also available on the Company's website at <https://ir.vita34.de/investor-relations> and will also be accessible there during the Annual General Meeting.

Notes to agenda item 5 - Compensation report and audit opinion

Vermerk des unabhängigen Wirtschaftsprüfers

Vita 34 AG
Leipzig

Vergütungsbericht nach § 162 AktG für das Geschäftsjahr vom
1. Januar bis zum 31. Dezember 2022

Table of contents page

Independent auditor's report on the audit of the compensation report in accordance with section 162 (3) of the AktG

.....1

Remuneration Report of Vita 34 AG for the Financial Year 2022.....1

Independent auditor's report on the audit of the compensation report in accordance with
§ Section 162 (3) AktG

To Vita 34 AG, Leipzig

Audit opinion

We have formally audited the remuneration report of Vita 34 AG, Leipzig, for the financial year from January 1 to December 31, 2022, to determine whether the disclosures pursuant to Section 162 (1) and (2) AktG have been made in the remuneration report. In accordance with Section 162 (3) AktG, we have not audited the content of the remuneration report.

In our opinion, the accompanying compensation report complies, in all material respects, with the disclosures pursuant to § 162 (1) and (2) AktG. Our audit opinion does not cover the content of the compensation report.

Basis for the audit opinion

We conducted our audit of the compensation report in accordance with Section 162 (3) AktG and IDW Auditing Standard: The Audit of the Compensation Report in Accordance with Section 162 (3) AktG (IDW PS 870). Our responsibility under that provision and standard is further described in the Auditor's Responsibility section of our report. As an auditing practice, we have complied with the requirements of the IDW Quality Assurance Standard: Requirements for

Quality Assurance in the Practice of Public Accountants (IDW QS 1). We have complied with the professional duties pursuant to the German Auditors' Code and the professional statutes for auditors/sworn accountants, including the requirements for independence.

Responsibility of the legal representatives and the Supervisory Board

Management and the Supervisory Board are responsible for the preparation of the compensation report, including the related disclosures, that complies with the requirements of Section 162 AktG. They are further responsible for such internal control as they determine is necessary to enable the preparation of the compensation report, including the related disclosures, that is free from material misstatement, whether due to fraud or error.

Responsibility of the auditor

Our objective is to obtain reasonable assurance about whether the disclosures required by section 162 (1) and (2) of the German Stock Corporation Act (AktG) have been made in all material respects in the compensation report, and to issue an audit opinion on this in a note.

We planned and performed our audit to obtain evidence about the formal completeness of the compensation report by comparing the disclosures made in the compensation report with the disclosures required by Section 162 (1) and (2) AktG. In accordance with Section 162 (3) AktG, we did not verify the accuracy of the disclosures, the completeness of the individual disclosures or the fair presentation of the compensation report.

Berlin, June 7, 2023

PricewaterhouseCoopers GmbH Auditing Company

Susanne Patommel ppa. Dr. Kay Lubitzsch

German Public Auditor German Public Auditor



REMUNERATION REPORT OF VITA 34 AG FOR THE FISCAL YEAR 2022

I. REMUNERATION REPORT FOR THE FISCAL YEAR 2022

This remuneration report describes the individually granted and owed remuneration of the acting and former members of the Management Board and the Supervisory Board of Vita 34 AG (the "**Company**") in the financial year 2022 in the period from January 1, 2022 to December 31, 2022. In this context, the report explains in detail and individualized the structure and amount of the individual components of the Management Board and Supervisory Board remuneration. The compensation report was prepared jointly by the Management Board and Supervisory Board and is based on the requirements of the German Stock Corporation Act (Section 162 AktG) and complies with the applicable recommendations of the German Corporate Governance Code (DCGK 2022). Clear, comprehensible and transparent reporting is important to both the Management Board and the Supervisory Board.

This remuneration report, which has been formally reviewed by the Company's auditor to determine whether the necessary disclosures pursuant to Section 162 (1) and (2) AktG have been made, will be submitted to the 2023 Annual General Meeting of Vita 34 AG for approval.

II. MANAGEMENT BOARD AND MANAGEMENT BOARD REMUNERATION

1. composition of the Board of Management in fiscal year 2022

In fiscal year 2022, the Management Board was composed of the following members:

- Jakub Baran, Chairman of the Board, Member since 03/2022
- Tomasz Baran, Chief Commercial Officer, Member since 03/2022
- Dirk Plaga, Chief Financial Officer, Member since 08/2022
- Dr. Wolfgang Knirsch, (former) Chairman of the Management Board, retired 03/2022
- Andreas Schafhirt, Chief Financial Officer, retired 07/2022

2. Relevant compensation systems for the members of the Management Board in office in fiscal year 2022

Three different compensation systems are applicable for the Management Board members in office in fiscal year 2022:

- The Management Board service contracts of Dr. W. Knirsch (initial conclusion in June 2017) and of A. Schafhirt (conclusion in August 2021) were extended or concluded in accordance with Section 120a (1) AktG before the compensation system was presented to the Annual General Meeting in 2021. Pursuant to Section 26j (3) of the Introductory Act to the Stock Corporation Act (EGAktG), the compensation practice in place at that time is to be used as a basis (hereinafter referred to as "**Authorized Compensation System I**"). This compensation practice results from the content of the two Management Board service agreements.
- When the Management Board service agreements with J. Baran, D. Plaga and T. Baran were concluded, the compensation system approved by the Annual General Meeting on December 15, 2021 was already applicable (hereinafter referred to as "**Authorized Compensation System II**").
- New Management Board service agreements were concluded with Management Board members J. Baran, T. Baran and D. Plaga with effect from September 2022. At the time these Management Board service agreements were concluded, the compensation system approved by the Company's Annual General Meeting on June 29, 2022 was applicable (hereinafter referred to as "**Authorized Compensation System III**").

For a better understanding, a brief description of these relevant compensation systems is provided below.

2.1 Relevant remuneration system I (Dr. W. Knirsch, A. Schafhirt)

2.1.1 Systematics of Management Board compensation and review

The amount and structure of the Management Board compensation for Dr. W. Knirsch and A. Schafhirt were determined by the Supervisory Board in accordance with § 87 AktG. In principle, the compensation of the Management Board consisted of (1) fixed basic compensation, (2) optional performance-related variable compensation, and (3) fringe benefits. The compensation of A. Schafhirt consisted exclusively of fixed basic compensation and fringe benefits. The implementation of the relevant compensation system I was effected by the respective Management Board service agreement.

2.1.2 Fixed basic remuneration

The fixed component was the contractually agreed basic compensation, which was paid in twelve equal monthly amounts. *Deferral* periods and *deferrals* were not provided for fixed non-performance-related compensation components. Together with the other compensation components, the fixed compensation forms the basis for attracting and retaining the qualified members of the Management Board required to develop and implement the corporate strategy. Compensation should be commensurate with the skills, experience and duties of the individual member of the Management Board.

2.1.3 Performance-related variable compensation (incentive bonus)

The incentive bonus agreed for Dr. W. Knirsch was based on the achievement of certain quantitative targets. The performance-related variable compensation was structured as an annual bonus with a one-year assessment basis. For this purpose, a total target amount in EUR was contractually defined with Dr. W. Knirsch. The target amount of the variable compensation was capped at a target achievement level of 100% for all agreed sub-targets and including the discretionary bonus. The amount actually payable depended on the degree of target achievement with regard to three contractually agreed "key performance indicators.

The following subcomponents were intended as performance metrics for the incentive bonus:

- (a) EBITDA;
- (b) Storage of umbilical cord blood in Germany; and
- (c) XETRA average price of the Vita 34 share for the last 40 trading days of the year.

The total target amount was divided into three sub-target amounts (a), (b) and (c) according to the three performance measures (a), (b) and (c).

The partial target amounts were payable in each case depending on the degree to which the respective performance indicator was achieved, as follows:

| Degree of target achievement | Payable partial target amount |
|------------------------------|-------------------------------|
| 0 % | 0 |
| min. 90 % | 25 % |
| min. 95 % | 50 % |

100 %

100 %

The incentive bonus became due 30 days after the Supervisory Board of Vita 34 AG had determined the achievement of the targets with respect to the key performance indicators. The Supervisory Board decided on the target achievement for the past financial year according to its dutiful discretion in the meeting of the Supervisory Board, which adopted a resolution on the approval of the annual financial statements for the past financial year.

In addition, the Supervisory Board was able to grant the Company an additional voluntary discretionary bonus at the end of the respective fiscal year in the event of extraordinary performance at its reasonable discretion. The gross maximum amount for the discretionary bonus was contractually agreed. Dr. W. Knirsch had no legal claim to the discretionary bonus.

2.1.4 Ancillary services

In addition, Dr. W. Knirsch and A. Schafhirt received fringe benefits consisting mainly of benefits for company pension purposes, insurance benefits and the private use of a company car, which were taxable for them individually.

Vita 34 AG also took out a pecuniary loss liability insurance policy ("D&O insurance"), which provided protection for the members of the Management Board (and also of the Supervisory Board) in the event that one or more members of the Management Board were held liable under private law for pecuniary loss by a third party or the Company on the basis of statutory liability provisions due to breaches of duty committed in the performance of their duties. The D&O insurance was subject to a deductible of 10% of the loss up to the amount of one and a half times the fixed annual compensation.

2.1.5 Malus and clawback provision

Malus and clawback provisions were also implemented in the Management Board service agreement with Dr. W. Knirsch. These allow variable compensation components already paid out or not yet paid out to be reclaimed or reduced under certain conditions. All variable components of Management Board compensation, i.e. the incentive bonus and the discretionary bonus, were covered by this clawback or reduction option. In the event of a serious and intentional breach of duty or compliance by a member of the Management Board, the Company may cancel or withhold part or all of the performance-related variable compensation ("malus") and forfeit or demand the return of variable compensation components already granted without compensation ("clawback").

No malus and clawback provisions were agreed in the Management Board service contract with A. Schafhirt due to the lack of variable compensation components.

2.2 Applicable Management Board compensation system II (J. Baran, T. Baran and D. Plaga until August 2022)

When the Management Board service contracts of J. Baran, D. Plaga and T. Baran were concluded in March 2022, the compensation system approved by the Annual General Meeting on December 15, 2021 was applicable.

The relevant compensation system II comprises the compensation components presented below. The compensation of the members of the Board of Management may consist of a non-performance-related (fixed) compensation component including fringe benefits and a performance-related (variable) compensation component. A company pension plan (pension commitment) is expressly not provided for.

2.2.1 Compensation components and compensation structure

The fixed basic compensation corresponds to around 70% to 100% of the target total compensation of a Management Board member. The share of performance-related (variable) compensation in the target total compensation ranges from 0% to around 30%. The actual amount of performance-related (variable) compensation depends on the degree to which targets are achieved. If the defined performance targets are not met or not met in full, the share of variable compensation for the respective performance target is reduced to 0%, if necessary.

2.2.2 Maximum remuneration

In accordance with Section 87a (1) sentence 2 no. 1 of the German Stock Corporation Act (AktG), the Supervisory Board has set a maximum compensation which limits the total amount of compensation actually received for a particular financial year. In accordance with the Authorized Compensation System II, amounts from all fixed and variable compensation components are taken into account in the total amount payable.

The maximum compensation for the Chairman of the Management Board is EUR 400,000.00 and for ordinary members of the Management Board EUR 375,000.00. If the sum of payments from a fiscal year exceeds this maximum compensation, the last compensation component to be paid out will be reduced accordingly.

2.2.3 Success-independent (fixed) basic remuneration

Under the Authorized Compensation System II, Management Board members may receive annual non-performance-related (fixed) compensation for their activities. In this case the annual base compensation is contractually agreed with the respective Management Board member and paid out in twelve equal monthly installments. Deferrals are not provided for fixed non-performance-related compensation components. For holding offices or other activities in other companies affiliated with the Company within the meaning of Arts. 15 ff. AktG, the member of the Board of Management does not receive any separate compensation.

2.2.4 Ancillary services

In addition to the reimbursement of travel expenses and other business-related expenses, each Management Board member may be provided with an appropriate company car - or cash compensation if they do not use a company car - as well as a cell phone and laptop, also for private use.

All members of the Management Board are insured against the risk of being held liable for pecuniary loss in the course of their duties by means of a D&O insurance policy taken out at the Company's expense with the legally required deductible in accordance with the provisions of the German Stock Corporation Act.

2.2.5 Success-dependent (variable) remuneration

Incentive bonus

The Supervisory Board is free to contractually agree an incentive bonus with a member of the Management Board as part of the Management Board service agreement. The incentive bonus is structured as an annual bonus with a one-year assessment basis. For this purpose, a total target amount in EUR is contractually defined with the respective Management Board member. The amount actually payable depends on the degree of target achievement with regard to three contractually agreed key performance indicators ("incentive bonus").

The specific performance indicators are (a) Group EBITDA (IFRS) before bonus, (b) Group net sales (IFRS), and (c) an individual target. The total target amount is divided into three sub-targets (a), (b) and (c) in line with the three performance indicators (a), (b) and (c).

The partial target amounts are payable in each case depending on the degree of target achievement of the respective performance indicator as follows:

| Degree of target achievement | Payable partial target amount |
|-------------------------------------|--------------------------------------|
| 0 % | 0 |
| min. 90 % | 25 % |
| min. 95 % | 50 % |
| 100 % | 100 % |

Incentive bonuses are only paid out if the two performance indicators (a) consolidated EBITDA (IFRS) before bonus and (b) consolidated net sales (IFRS) are both achieved by 85%.

The Supervisory Board sets ambitious targets and thresholds for each of the defined performance indicators before the start of each financial year. The Supervisory Board decides on the degree of target achievement for the past financial year at its due discretion at the time when a resolution is also adopted on the approval of the Company's annual financial statements for the financial year in question.

The incentive bonus is due for payment 30 days after the Supervisory Board has determined that the targets for the three performance indicators have been achieved. If the service contract existed only pro rata temporis during a financial year, the incentive bonus is also paid only pro rata temporis.

Discretionary bonus

The Supervisory Board of the Company may, at its reasonable discretion, grant an additional voluntary discretionary bonus in the event of extraordinary performance by a member of the Management Board for the Company. The maximum gross amount of the discretionary bonus shall be contractually agreed with the respective Management Board member. The Management Board member has no legal claim to the discretionary bonus.

2.2.6 Malus and clawback rule

Malus and clawback provisions are also implemented in the Management Board service contracts. These allow variable compensation components already paid out or not yet paid out to be reclaimed or reduced under certain conditions. Included in this clawback or reduction option

are all variable components of Management Board compensation, i.e. the incentive bonus and the discretionary bonus, insofar as these have actually been agreed.

In the event of a serious and intentional breach of duty or compliance by a member of the Management Board, the Company may cancel or withhold part or all of the performance-related variable compensation ("**malus**") and forfeit or demand the return of variable compensation components already granted without compensation ("**clawback**").

The Supervisory Board of the Company shall decide on a malus or clawback in each individual case at its due discretion.

2.3 Applicable remuneration system III (J. Baran, T. Baran and D. Plaga since September 2022)

When the Management Board service contracts of J. Baran, D. Plaga and T. Baran were concluded with effect from September 2022, the compensation system approved by the Annual General Meeting on June 29, 2022 was applicable.

The Relevant Compensation System III has the same compensation components as the Relevant Compensation System II, see above under section 2.2.

2.3.1 Compensation components and compensation structure

The compensation structure is geared to the sustainable and long-term development of the Company. The target total compensation comprises the sum of fixed basic compensation and performance-related (variable) compensation. In addition, fringe benefits may be granted. For further details, please refer to section 2.2.1 above.

2.3.2 Maximum remuneration

In accordance with Section 87a (1) sentence 2 no. 1 of the German Stock Corporation Act (AktG), the Supervisory Board has set a maximum compensation, see above under item 2.2.2. The maximum annual compensation for ordinary members of the Management Board is up to EUR 1,000,000.00 and for the Chairman of the Management Board up to two and a half times this amount. If the sum of payments from a fiscal year exceeds this maximum compensation, the last compensation component to be paid out shall be reduced accordingly.

2.3.3 Non-performance related (fixed) basic remuneration

The compensation system provides that Management Board members may receive annual non-performance-related (fixed) compensation for their activities, as already described in section 2.2.3.

2.3.4 Ancillary services

In addition to their fixed compensation, Management Board members may receive fringe benefits in the form of non-cash remuneration as described in section 2.2.4.

2.3.5 Success-dependent (variable) remuneration

(a) Short-term variable remuneration (Short Term Incentive ("STI"))

Incentive bonus

The Supervisory Board is free to agree an incentive bonus with a member of the Management Board in addition to the basic remuneration as described above under section 2.2.5.

The specific performance measures are (a) adjusted Group EBITDA (IFRS) before bonus, (b) adjusted Group net sales (IFRS), and (c) an individual target, which in turn may consist of several components. The adjustments to performance measures (a) and (b) are used to adjust for non-recurring items. The total target amount is divided into three sub-targets (a), (b) and (c) in line with the three performance indicators (a), (b) and (c).

The partial target amounts are payable in each case depending on the degree of target achievement of the respective performance indicator as follows:

| Degree of target achievement | Payable partial target amount |
|-------------------------------------|--------------------------------------|
| 0 % | 0 |
| min. 80% | 25% |
| 100% | 100% |
| 120% or more | 120% |

Between the levels of target achievement of 80% to 100% and 100% to 120%, the payable partial target amount is calculated by linear interpolation. An incentive bonus is only paid out if the degree of target achievement for both performance indicators (a) and (b) is at least 80%.

For the determination of the target and threshold values for the performance indicators as well as the maturity, see above 2.2.5.

Discretionary bonus

The Supervisory Board of the Company may, at its reasonable discretion, grant an additional voluntary discretionary bonus in the event of extraordinary performance by a member of the Management Board for the Company, as described above under section 2.2.5.

(b) Long-term variable compensation (long-term incentive ("LTI"))

In addition to the fixed compensation, fringe benefits and STI, the Company pays the Management Board member a long-term bonus (LTI) based on the sustainable development of the Company. Sustainability is understood to mean a four-year assessment period ("LTI bonus period"). The share of the LTI in the target total compensation exceeds the share of the STI in the target total compensation.

The payment of a long-term bonus consists of the following sustainable target components ("sustainability components"):

- Granting of virtual stock options to incentivize the increase in the Company's share price over the LTI bonus period ("sustainability component 1")
- Meeting targets for the Group's innovation performance over the LTI bonus period ("sustainability component 2").

The sustainability components are not additively linked. Underfulfillment of one component cannot be compensated for by overfulfillment of the other component, either in relation to the same fiscal year or in relation to the entire LTI bonus period. Both sustainability components are considered completely separately.

Sustainability component 1

Sustainability component 1 of the LTI consists of a program based on virtual stock options ("VSO") ("VSO program"). A VSO corresponds to a virtual subscription right to one share in the Company, i.e., it does not represent a (real) option to acquire shares in the Company. However, with the approval of the Management Board member, the Company may also fulfill its obligation to pay out the VSOs in cash by transferring one share for each VSO, for example from treasury stock.

The following are the key points of the VSO program:

| | |
|--|---|
| Systematics | <p>Annual issuance of a number of VSOs in the first week of October each year, which are automatically exercised to a certain extent at certain times. Vesting takes place in three steps:</p> <ul style="list-style-type: none"> - 33% of VSOs after 2 years from issue (holding period), - another 33% of VSOs after 3 years from issue - and the remaining 34% of VSOs after 4 years from issue. |
| Term/Fulfillment | <ul style="list-style-type: none"> - Term: 4 years. After 4 years, full vesting of all VSOs; - immediate vesting of all outstanding VSOs if no closing auction prices for the Company's shares are determined on XETRA for ten consecutive trading days or in the event of a change of control; - payment claim in cash or, at the Company's discretion, in shares with the approval of the Management Board member. |
| Calculation parameters/ payment | <ul style="list-style-type: none"> - Difference in each case between the arithmetic mean of the XETRA closing auction prices of the last 20 trading days (alternatively the last 20 closing auction prices determined) of the month of September in the year of issue (initial value) and in the year of exercise of the VSOs (final value); - Adjustment to account for dividend payments and corporate actions; - Payment in the month of December of the year of exercise, unless in the case of payment in shares a later payment is required for legal reasons. |
| Restrictions | <ul style="list-style-type: none"> - automatic exercise takes place on the dates specified as long as the Management Board member is in office or if the term of office has ended due to (a) reaching an age limit or (b) an important reason pursuant to Section |

| | |
|------------|--|
| | <p>626 of the German Civil Code (BGB) from the sphere of the Company ("exercise period");</p> <ul style="list-style-type: none"> - the final value does not have to meet any minimum hurdle compared to the initial value; |
| Cap | <ul style="list-style-type: none"> - Limitation of the final value to three times the initial value. |

The number of VSOs to be allocated to each Management Board member (on average per year of the program term) is based on the target total compensation set by the Supervisory Board for the Management Board member, assuming achievement of the internal forecasts for the development of the shares. Taking into account the requirements of the compensation system, in particular the maximum compensation, it is also possible to conclude a further VSO agreement during the term of a VSO agreement.

As the performance of the VSOs is directly linked to the performance of the Company's share price and vesting takes place over a total period of 4 years, the VSO program creates an incentive to positively influence the Company's performance over the long term in the interests of the shareholders. At the same time, the Management Board member not only participates in a positive development of the Company, as a negative development of the share price also affects his payout amount.

Sustainability component 2

Sustainability component 2 is measured on the basis of the fulfillment of the targets set by the Supervisory Board for the Company's innovation performance ("Vitality Index") over the LTI bonus period.

Innovation performance - in the sense of the development of new technologies, products or product features - is a key factor for the company's future economic success and is, moreover, easy to measure: The Vitality Index refers to the share of sales accounted for by products that have been launched on the market in the past four years and are technically innovative.

The Management Board member receives annual installment payments on an assumed payout amount related to sustainability component 2 in an amount to be agreed between the Supervisory Board and the Management Board member in EUR per fiscal year. At the end of the LTI bonus period, the amounts are adjusted on the basis of the actual degree of target achievement and

offset against the installment payments. If the Management Board member's variable compensation for the fiscal year is not sufficient to offset amounts to be repaid, offsetting against other compensation components (for example, fixed salary, STI, or payments from the VSOs) takes place. The applicable statutory garnishment limits must be complied with.

The target value for sustainability component 2 corresponds to a target achievement of 100 %. The lower threshold value corresponds to a target achievement of 80 % or more, and the target achievement is limited to an upper threshold value of 120 %.

2.3.6 Malus and clawback rule

Malus and clawback provisions are also implemented in the Management Board service contracts. These allow variable compensation components already paid out or not yet paid out to be reclaimed or reduced under certain conditions. Included in this clawback or reduction option are all variable components of Management Board compensation, i.e., the incentive bonus and the discretionary bonus, insofar as these have actually been agreed.

In the event of a serious and intentional breach of duty or compliance by a member of the Board of Management (individual misconduct or organizational culpability) during the assessment period relevant for the variable compensation components, the Company may cancel or withhold part or all of the performance-related variable compensation ("malus") and forfeit or demand the return of variable compensation components already granted without compensation if a malus event subsequently becomes known ("clawback"). Clawback is excluded if more than three years have passed since the payment of the variable compensation components.

The Supervisory Board of the Company shall decide on a malus or clawback in each individual case at its due discretion.

2.3.7 Exceptional developments

The Supervisory Board will take extraordinary developments into account when measuring the achievement of the STI target. There may be a need for corrections to the economic indicators in particular as a result of special influences. In addition, the Supervisory Board can counteract unusually poor developments by applying section 87 (2) of the German Stock Corporation Act (AktG). Accordingly, it may reduce the compensation of Management Board members to an appropriate level if the situation of the Company deteriorates to such an extent after the compensation was set that continuing to grant the compensation unchanged would be unfair to the Company.

2.3.8 Compensation-related legal transactions

Terms of service contracts for members of the Board of Management

The Supervisory Board observes the statutory requirements and the recommendations of the German Corporate Governance Code when appointing members of the Board of Management and determining the term of their contracts. Management Board service contracts are concluded for the duration of the respective appointment. In the case of an initial appointment to the Management Board, the term of appointment is generally three years, although this may be deviated from in justified exceptional cases. In the event of reappointment, the maximum term is five years.

Benefits upon termination of contract

If the employment relationship with a member of the Board of Management ends due to dismissal for good cause which is not at the same time good cause pursuant to Section 626 of the German Civil Code for termination of the employment contract, the members of the Board of Management are entitled to a severance payment. However, this does not apply in the event of termination by a member of the Management Board. The severance payment may not exceed the amount of two years' target total compensation and may not exceed the compensation for the remaining term of the contract.

Change-of-Control

In the event of a change of control, the Management Board has a one-time special right of termination to terminate the Management Board contract with six months' notice to the end of the month and to resign from office at that time. The special right of termination exists only within three months of the Management Board becoming aware of the change of control. Should the special termination right be exercised, the severance payment may not exceed the amount of two years' target total compensation and may not exceed the compensation for the remaining term of the contract.

Post-contractual non-competition clause

A post-contractual non-competition clause for up to two years can be agreed in the Management Board service contracts.

For the duration of an agreed non-competition clause, the respective Management Board member shall be paid compensation amounting to 50% of the compensation last received under the contract, unless the Supervisory Board waives the non-competition clause in good time. Any other

income earned during the period of the non-competition clause through the utilization of the employee's labor will be offset against the compensation to the extent that the compensation, including the other income, would exceed the most recently received contractual compensation. In addition, contractual severance payments to a member of the Management Board shall be offset against the waiting allowance.

Pension arrangements (Section 87a (1) sentence 2 no. 8c AktG)

A pension is not granted.

Remuneration for board activities within the Vita 34 Group

As a matter of principle, the members of the Management Board do not receive any additional or separate remuneration, fixed or variable, for board activities or the occupation of other offices or other activities in other companies, which are affiliated with Vita 34 AG within the meaning of §§ 15 et seq. AktG. Any remuneration nevertheless received shall be offset against the contractually agreed remuneration under the Management Board service contract.

3. Application of the relevant remuneration systems I, II and III and the performance criteria

The Significant Compensation Systems I (Dr. W. Knirsch, A. Schafhirt), II (J. Baran, D. Plaga, T. Baran) and III (J. Baran and T. Baran) were each fully implemented and applied in the context of the Management Board's compensation in fiscal year 2022, with the exception that no incentive bonus and no discretionary bonus were agreed under the Management Board service agreement with A. Schafhirt.

3.1 Non-performance-related (fixed) basic remuneration

In accordance with the authoritative compensation systems I, II and III, the contractually agreed fixed basic compensation was granted to the members of the Management Board in office in 2022 and paid in 2022. A gross amount of EUR 157,909.41 was paid to J. Baran (pro rata temporis for the 2022 financial year), a gross amount of EUR 104,166.65 to D. Plaga (pro rata temporis for the 2022 financial year), a gross amount of EUR 117,208.07 to T. Baran (pro rata temporis for the 2022 financial year), a gross amount of EUR 66,250.00 to Dr. W. Knirsch (pro rata temporis for the 2022 financial year) and a gross amount of EUR 140,000.00 to A. Schafhirt (pro rata temporis for the 2022 financial year).

3.2 Incentive Bonus / STI

In addition, quantitative targets (performance indicators) for the incentive bonus were agreed for one fiscal year in each case under the Management Board service contracts with Management Board members J. Baran, D. Plaga, T. Baran and Dr. W. Knirsch.

- For J. Baran, T. Baran and D. Plaga, the following subcomponents were agreed as performance indicators for fiscal year 2022 under the STI:
 - (a) Adjusted Group EBITDA (IFRS) before bonus of at least EUR -404,000 for 2022;
 - (b) adjusted consolidated revenues (IFRS) of at least EUR 73,174,000 for 2022; and
 - (c) Storage of B2C cord blood NSB in the group of at least 42,484 for 2022.
- For Dr. W. Knirsch, the following subcomponents were agreed as performance indicators for the 2022 financial year as part of the incentive bonus:
 - (a) Consolidated EBITDA (IFRS) before bonus of at least EUR 14,900,000 for 2021 and 2022 combined;
 - (b) at least 18,000 cord blood storages in Germany in 2020, 2021 and 2022 combined; and
 - (c) Level of the share price at EUR 18.40 for 2022 (average of the XETRA closing price on the last 40 trading days of the year).

In accordance with the relevant regulations for assessing and determining the achievement of key performance indicators, the Supervisory Board has determined that J. Baran, D. Plaga, T. Baran and Dr. W. Knirsch have not achieved the relevant key performance indicators for fiscal year 2022. No incentive bonus was agreed with A. Schafhirt as part of his Management Board service contract.

The payable subcomponents of the performance indicators under the incentive bonus therefore amount to EUR 0.

3.3 LTI

In 2022, a total of 130,314 VSOs were issued to J. Baran and 59,234 VSOs each to T. Baran and D. Plaga at an initial value¹ of EUR 8.70 each, which may vest over the four-year term. For subsequent years, the Supervisory Board will determine the number of VSOs at its discretion.

(1) The entitlements under the vested VSOs shall be determined on the basis of the difference between the arithmetic mean of the XETRA closing auction prices of the last 20 trading days (or, if no such closing auction prices are available, the last 20 closing auction prices recorded) of the month of September in the year of issue ("**initial value**") and in the year of exercise of the VSOs ("**final value**").

3.4 Discretionary bonus

In accordance with the respective contractually agreed provision on discretionary bonuses, the Supervisory Board has decided not to grant a discretionary bonus for fiscal year 2022.

3.5 Ancillary services

3.5.1 Company car

A company car has been made available to each Management Board member. The value of the use of a company car received annually by an individual Management Board member is taken into account as a fringe benefit and reported separately in the compensation tables for each Management Board member.

3.5.2 D&O insurance

In the financial year 2022, Vita 34 AG spent a total of EUR 49,711.63 for the D&O insurance of the members of the Management Board and Supervisory Board in office in the financial year 2022.

3.5.3 Health and long-term care insurance

The members of the Management Board in office in fiscal year 2022 received employer contributions to health and long-term care insurance from the Company as follows:

- J. Baran: EUR 4,763.58 Employer's contribution Poland;
- D. Plaga: EUR 1,910.85 (health insurance) and EUR 247.95 (long-term care insurance);
- T. Baran: EUR 4,738.76 Employer's contribution Poland;
- Dr. W Knirsch: EUR 1,016.93 (health insurance) and EUR 108.35 (long-term care insurance);

- A. Schafhirt: EUR 3,643.35 (health insurance) and EUR 472.67 (long-term care insurance).

The employer's contributions to health and long-term care insurance are included in the fringe benefits in the table below under item 4.1.

Beyond this, no advances, loans, security deposits, pension commitments or similar benefits were granted to members of the Management Board.

4. Individual Management Board compensation in fiscal year 2022 pursuant to section 162 AktG

In fiscal year 2022, the compensation of the members of the Management Board generally consisted of (1) fixed basic compensation, (2) performance-based variable compensation, and (3) fringe benefits. An exception exists for the compensation of A. Schafhirt, whose compensation consisted exclusively of fixed basic compensation and fringe benefits.

The following tables show the compensation granted and owed individually to the members of the Management Board in office in fiscal year 2022 in accordance with section 162 (1) sentence 1 AktG.

4.1 Remuneration granted and owed within the meaning of Section 162 (1) sentence 1 AktG

The following table shows the fixed and variable compensation components granted to and owed to current and former members of the Management Board in the past fiscal year 2022, including the respective relative share pursuant to § 162 AktG.

Unlike in the Compensation Report 2021, the following presentation is based on the vesting principle rather than the inflow principle with regard to the terms "granted and owed". The compensation "granted" therefore no longer refers to the compensation paid out in the reporting year (inflow principle), but to those compensation components that were earned in the reporting year, i.e. promised as consideration for the services provided in the reporting year. This has implications for those variable compensation components that are not paid out in the reporting year.

This change in presentation follows the general criticism that the application of the accrual principle leads to a lack of comparability of Management Board compensation from different years. This brings the presentation back into line with reporting in accordance with the model tables of the GCGC 2017.

The following presentation is therefore based on the vested benefits principle. These are the fixed basic compensation, the performance-related variable compensation, and the fringe benefits promised for the financial year 2022.

In addition, pursuant to § 162 (1) sentence 2 no. 1 AktG, the relative share of all fixed and variable compensation components in total compensation must be disclosed. The relative proportions shown in the table below relate to the compensation components granted and owed in the respective financial year in accordance with section 162 (1) sentence 1 AktG.

Figures for fiscal year 2022 in EUR (gross):

| Name | Fixed remuneration (in EUR) | | Variable compensation (in EUR) | | Extraordinary payments (in EUR) | Total compensation (in EUR) | Ratio of fixed and variable remuneration |
|-----------------------------|--------------------------------|-----------------------|-----------------------------------|------------|---------------------------------------|-----------------------------------|---|
| | Basic salary | Ancillary services | Annual | Perennial | | | |
| J. Baran | 157.909,41 | 5.525,71 | 0,00 | 168.864,62 | 0,00 | 332.299,74 | fixed: 49.2% variable: 50.8% |
| D. Plaga | 104.166,65 | 6.507,85 | 0,00 | 76.756,72 | 0,00 | 187.431,22 | fixed: 59.0% variable: 41.0% |
| T. Baran | 117.208,07 | 5.500,89 | 0,00 | 76.756,72 | 0,00 | 199.465,68 | fixed: 61.5% variable: 38.5% |
| Dr. W. Knirsch ² | 66.250,00 | 4.216,48 | 0,00 | 0,00 | 355.000,02 | 425.466,50 | n/a |
| A. Shepherd ³ | 140.000,00 | 11.093,25 | 0,00 | 0,00 | 0,00 | 151.093,25 | n/a |

(2) Retired from the Management Board as of March 22, 2022.

(3) Retired from the Management Board as of July 31, 2022.

4.2 Fulfillment of agreed performance criteria for variable remuneration

The performance-based variable remuneration is due 30 days after the Supervisory Board of Vita 34 AG has determined the achievement of targets with respect to the key performance indicators (see 3.1.3, 3.2.5 above). The Supervisory Board shall decide on the target achievement for the past financial year according to its dutiful discretion in the meeting of the Supervisory Board, which adopts the resolution on the approval of the annual financial statements for the respective, preceding financial year.

In this respect, the following table thus shows the fulfillment of the performance criteria agreed in fiscal year 2021 for the variable compensation components for fiscal year 2022:

Figures in EUR (gross):

| Name | Performance criteria | Relative weight of the performance criterion | Performance Target Information | | a) Overall target achievement b) Amount paid out |
|----------|---|--|--|--|---|
| | | | a) Minimum target and b) corresponding remuneration | a) Maximum target b) corresponding remuneration | |
| J. Baran | a) Adjusted Group EBITDA (IFRS) before bonus of at least EUR - 404,000 for 2022 | 40% | a) 80% b) EUR 18,750 | a) 120% b) EUR 90,000 | a) 0 b) 0 |
| | b) Adjusted consolidated sales (IFRS) of at least EUR 73,174,000 for 2022 | 40% | a) 80% b) EUR 18,750 | a) 120% b) EUR 90,000 | |
| | c) Storage of B2C cord blood NSB in the group of at least 42,484 for 2022 | 20% | a) 80% b) EUR 9,375 | a) 120% b) EUR 45,000 | |

non-binding convenience translation only

| Name | Performance criteria | Relative weight of the performance criterion | Performance Target Information | | a) Overall target achievement b) Amount paid out |
|----------|---|--|---|---|---|
| | | | a) Minimum target and b) corresponding remuneration | a) Maximum target b) corresponding remuneration | |
| D. Plaga | a) Adjusted Group EBITDA (IFRS) before bonus of at least EUR - 404,000 for 2022 | 40% | a) 80% b) EUR 12,500 | a) 120% b) EUR 60,000 | a) 0 b) 0 |
| | b) Adjusted consolidated sales (IFRS) of at least EUR 73,174,000 for 2022 | 40% | a) 80% b) EUR 12,500 | a) 120% b) EUR 60,000 | |
| | c) Storage of B2C cord blood NSB in the group of at least 42,484 for 2022 | 20% | a) 80% b) EUR 6,250 | a) 120% b) EUR 30,000 | |
| T. Baran | a) Adjusted Group EBITDA (IFRS) before bonus of at least EUR - 404,000 for 2022 | 40% | a) 80% b) EUR 8,750 | a) 120% b) EUR 42,000 | a) 0 b) 0 |
| | b) Adjusted consolidated sales (IFRS) of at least EUR 73,174,000 for 2022 | 40% | a) 80% b) EUR 8,750 | a) 120% b) EUR 42,000 | |
| | c) Storage of B2C cord blood NSB in the group of at least 42,484 for 2022 | 20% | a) 80% b) EUR 4,375 | a) 120% b) EUR 21,000 | |

| Name | Performance criteria | Relative weight of the performance criterion | Performance Target Information | | a) Overall target achievement b) Amount paid out |
|------------------|---|--|---|---|---|
| | | | a) Minimum target and b) corresponding remuneration | a) Maximum target b) corresponding remuneration | |
| Dr. W. Knirsch | a) Group EBITDA (IFRS) before bonus of at least EUR 14,900,000 for 2021 and 2022 combined | 27,8% | a) 90% b) EUR 6,250 | a) 100% b) EUR 25,000 | a) n.a. b) 0 ⁴ |
| | b) At least 18,000 umbilical cord blood storages in Germany in 2020, 2021 and 2022 combined | 55,5% | a) 90% b) EUR 12,500 | a) 100% b) EUR 50,000 | |
| | c) Share price level at EUR 18.40 for 2022 (average of the XETRA closing price on the last 40 trading days of the year) | 16,7% | a) 90% b) EUR 3,750 | a) 100% b) EUR 15.00 | |
| Andreas Shepherd | NO | n/a | n/a | n/a | n/a |

(4) All compensation claims of Dr. W. Knirsch for the 2022 financial year relating to his Management Board service contract were settled with payment of the severance payment described in section 7.1.

5. Remuneration received from subsidiaries (J. Baran and T. Baran)

In addition to the Management Board service agreement with Vita 34 AG, a further service agreement exists between J. Baran and Polski Bank Komórek Macierzystych S.A. ("PBKM"), a subsidiary of Vita 34 AG, as well as between T. Baran and PBKM, entitling J. Baran and T. Baran to receive remuneration and any fringe benefits. J. Baran and T. Baran are members of the Management Board of PBKM.

J. Baran received a non-performance-related fixed remuneration in the amount of EUR 56,451.61 from PBKM in fiscal year 2022. In addition, J. Baran received a non-performance-related fixed

remuneration in the amount of EUR 7,432.26 from Sevibe Cells S.L. (Spain), another (indirect) subsidiary of Vita 34 AG.

T. Baran received non-performance-related fixed compensation from PBKM in the amount of EUR 47,806.45 in fiscal year 2022.

J. Baran's and T. Baran's employment contracts with PBKM run for an indefinite period. They also contain a post-contractual non-competition clause of six months. For the period of the post-contractual non-competition clause, J. Baran and T. Baran would be entitled to a severance payment in the amount of the remuneration previously received for six months.

The employment contract of J. Baran provides for the provision of a car and a cell phone as fringe benefits, the conclusion of a liability insurance policy for the benefit of J. Baran by PBKM, the reimbursement of costs for language courses as well as the conclusion of a private health insurance policy for the benefit of J. Baran and his immediate family by PBKM.

The employment contract of T. Baran provides for the provision of a car and a cell phone as fringe benefits, the conclusion of liability insurance for the benefit of T. Baran by PBKM, the reimbursement of costs for language courses as well as the conclusion of private health insurance for the benefit of T. Baran and his immediate family by PBKM.

If J. Baran and/or T. Baran resign from their positions as members of PBKM's Management Board and/or the term of their Management Board mandates expires and there is no good cause within the meaning of the Polish Labor Code, PBKM shall pay J. Baran and/or T. Baran a severance payment in the amount of six times the agreed remuneration.

The remuneration received from subsidiaries as presented here is credited against the remuneration received by J. Baran and T. Baran based on their Management Board service contracts with Vita 34 AG, and is included in the presentation of remuneration in this remuneration report, in particular also in the table in section 4.1.

6. Promoting the long-term development of the company

Both the fixed remuneration and the variable remuneration components are primarily geared to the long-term, sustainable development of the Company and profitable growth.

Although the variable compensation component has only a one-year term, it does not incentivize behavior that would run counter to the strategy of consistently high quality in the Company's business activities, particularly in the field of cryopreservation. This follows from the composition of the three subcomponents for target achievement. In addition to the operating result and the

share price development, these also take into account the number of umbilical cord blood storages, which is of decisive importance for the long-term success of the company. The resulting appropriate ratio of fixed and variable components of the compensation for members of the Management Board enables the Company to focus on research and development work as well as on inorganic growth, which allows it to pursue a strategy of continuous increase and sustainably stable improvement of the Company's economic results.

7. Benefits in the event of premature termination of Management Board activities

7.1 Settlement

As a matter of principle, severance payment arrangements are agreed in the Management Board service contracts which comply with the recommendations of the German Corporate Governance Code. In the event of premature termination of the employment relationship prior to expiry of the agreed contractual term at the instigation of the Company, the Management Board member may receive a compensation payment.

In the Management Board service agreements with J. Baran, T. Baran and D. Plaga, it is agreed that the respective Management Board member is entitled to a severance payment if the employment relationship with a Management Board member ends due to dismissal for good cause which is not also good cause for termination of the service agreement. However, this does not apply in the event of termination by the Management Board member himself. The severance payment may not exceed the amount of the target compensation for two years and may not exceed the amount of the target compensation for the remaining term of the contract.

In the Management Board service agreement with Dr. W. Knirsch, a similar severance payment provision was agreed. In the context of Dr. W. Knirsch's resignation from the Management Board of Vita 34 AG in March 2022, a termination agreement was concluded, according to which Dr. W. Knirsch receives a severance payment in the amount of EUR 288,750. This was paid out in full in 2022.

A different severance payment arrangement had been agreed with A. Schafhirt as follows: If the service agreement ends prematurely, for example in the event of revocation of the appointment as Management Board member, A. Schafhirt will receive the remuneration for the remaining term of the agreement in the form of a one-time severance payment. However, this does not apply if the appointment is revoked for good cause or if the Company has a right to terminate the service agreement for good cause.

7.2 Change-of-Control

In the event of a change of control, a special right of termination is/was agreed in the Management Board service contracts with J. Baran, T. Baran D. Plaga and Dr. W. Knirsch. According to this, they can/could terminate their Management Board service contracts with six months' notice to the end of the month and resign from office at that time. The special right of termination exists/existed only within three months of the respective Management Board member becoming aware of the change of control. In this case, the Management Board members (with the exception of Dr. W. Knirsch) receive a severance payment equal to the contractually agreed target total compensation for two years, but no more than the target total compensation for the remaining term of the contract (with the exception of A. Schafhirt). This did not result in any benefits granted or owed in 2022.

In the event of a change of control, there will also be an immediate vesting of all outstanding VSOs of J. Baran, T. Baran and D. Plaga.

Dr. W. Knirsch would have received a severance payment consisting of (i) 50% of the sum of the compensation no longer payable due to the premature termination of his Management Board service (fixed basic compensation and incentive bonus based on an assumed 100% target achievement) and (ii) the additional payment amounting to one year's gross basic salary. The amount of the severance payment was capped at EUR 550,000.00 in the event of a change of control. This did not result in any benefits granted or owed in 2022.

There was no special agreement with Management Board member A. Schafhirt, who left the company in fiscal year 2022, in the event of a change of control.

7.3 Post-contractual non-competition clause

The Management Board service agreements of J. Baran, T. Baran and D. Plaga provide or provided for a post-contractual non-competition clause of two years in each case, and a post-contractual non-competition clause of six months was agreed with Dr. W. Knirsch.

For the duration of an agreed non-competition clause, the respective Management Board member shall be paid compensation amounting to 50% of the most recent contractual compensation. Income from other employment received during the non-competition period shall be offset against the compensation to the extent that the compensation, including the other income, would exceed the most recently received contractual compensation. In addition, other contractual severance payments to a member of the Management Board shall be offset against the compensation for non-competition.

No post-contractual non-competition clause has been agreed with A. Schafhirt.

In the financial year 2022, waiting allowances of EUR 62,250.02 were paid to Dr. W. Knirsch.

8. Compliance with the maximum remuneration

Compensation system I does not contain any provisions on maximum compensation. In this respect, there can be no deviation for the compensation of Dr. W. Knirsch and F. Neukirch.

The compensation system III relevant for the Management Board members J. Baran, T. Baran and D. Plaga provides for a maximum compensation of EUR 1 million for regular Management Board members and a maximum compensation of EUR 2.5 million for the CEO. This restriction was complied with in the financial year 2022.

| Board of Directors | Maximum compensation | Remuneration granted | Compliance with maximum remuneration |
|---------------------------|-----------------------------|-----------------------------|---|
| J. Baran | EUR 2.5 million | EUR 332,299.74 | ✓ |
| D. Plaga | EUR 1 million | EUR 187,431.22 | ✓ |
| T. Baran | EUR 1 million | EUR 199,465.68 | ✓ |

A final statement on compliance with the maximum compensation for fiscal year 2022 will only be possible once it has been determined to what extent compensation under the LTI will be paid in later fiscal years, as this compensation may be retroactively attributable to the year in which the LTI was granted. The Supervisory Board will ensure that such later compensation complies with the maximum compensation applicable for the 2022 financial year.

9. Benefits after leaving the Management Board

In the course of A. Schafhirt's resignation from the Management Board, Vita 34 AG concluded a termination and transition agreement with A. Schafhirt regarding the Management Board service agreement. Therein it was agreed that A. Schafhirt will continue to be available to Vita 34 AG as a consultant after termination of his Management Board office until September 30, 2022, and will continue to receive the remuneration due under the Management Board service agreement, as well as reimbursement of expenses and costs, and will be provided with a company car. With effect from October 1, 2022, a fixed-term employment contract was concluded with A. Schafhirt until April 30, 2023. The employment contract provides for a monthly basic remuneration of EUR 15,000.00 and a bonus payment of EUR 11,667.00 based on the term of the contract, which is

due on April 30, 2023. Furthermore, the Company provides the employee with a company car and a cell phone for his work.

After the departure of Dr. W. Knirsch from the Management Board, Vita 34 AG concluded an unlimited consulting agreement with Dr. W. Knirsch in March 2022. Remuneration for the consulting services is paid on an hourly basis, and Dr. W. Knirsch is also reimbursed for customary expenses. In 2022, Dr. W. Knirsch was paid EUR 5,784.85 for consulting services.

10. further mandatory disclosures pursuant to section 162 (1) and (2) AktG

In the financial year 2022, no shares or stock options were granted or promised to the incumbent members of the Management Board and the former member of the Management Board (but see section 3.3 above).

Malus and clawback provisions were also implemented in the Management Board service contracts with J. Baran, D. Plaga, T. Baran and Dr. W. Knirsch. These allow variable compensation components already paid out or not yet paid out to be reclaimed or reduced under certain conditions. Included in this clawback or reduction option are all variable components of Management Board compensation, i.e. the incentive bonus and the discretionary bonus, insofar as these have actually been agreed. No use was made of the option to reclaim variable compensation components, as no breaches of duty by the Management Board were identified.

There was no need to consider a resolution by the Annual General Meeting pursuant to Section 120a (4) AktG or a discussion pursuant to Section 120a (5) AktG when determining the compensation of the Management Board. Based on the approval of the Compensation Report 2021 by the Annual General Meeting on June 29, 2022, there is no reason to question the compensation system, its implementation or the way it is reported.

No benefits were promised or granted to the members of the Management Board by third parties outside the Group with regard to their activities as members of the Management Board in the financial year. For clarification, reference is made to the compensation received from subsidiaries as described above under Note 5.

There were no deviations from the relevant compensation systems I, II and III - apart from the differences between the respective Management Board service agreements described above.

III. SUPERVISORY BOARD AND SUPERVISORY BOARD REMUNERATION

The system of compensation for members of the Supervisory Board is based on statutory requirements and takes into account the applied recommendations and suggestions of the

German Corporate Governance Code. The Supervisory Board advises and monitors the Management Board and is closely involved in important operational and strategic management issues. The Supervisory Board's compensation is also a key factor in ensuring that it acts effectively. This is commensurate with the duties of the Supervisory Board members and the situation of the Company. An appropriate and market-oriented Supervisory Board remuneration thus promotes the business strategy and the long-term development of Vita 34 AG.

The compensation system for the Supervisory Board is governed by Section 18 of the Company's Articles of Association and provides both the abstract and the concrete framework for the compensation of Supervisory Board members.

This ensures that the compensation of Supervisory Board members is always in line with the compensation system adopted by the Annual General Meeting.

Pursuant to Section 113 (3) sentences 1 and 2 of the German Stock Corporation Act (AktG), the Annual General Meeting of listed companies must pass a resolution on the compensation of the members of the Supervisory Board at least every four years, whereby a resolution confirming the compensation is permissible. This resolution was last adopted on December 15, 2021.

Against this background, the compensation of the members of the Supervisory Board and Section 18 of the Articles of Association were last amended by the Annual General Meeting on December 15, 2021 with (retroactive) effect for the entire fiscal year 2021.

Detailed information on the compensation system for members of the Supervisory Board can be found on the Company's website at

<https://ir.vita34.de/investor-relations/unternehmensprofil/verguetungssystem/>.

In accordance with the Articles of Association, the Supervisory Board of Vita 34 AG consisted of seven members in the financial year 2022 until July 15, 2022, and with effectiveness of the resolution of the Annual General Meeting on the reduction of the Supervisory Board of Vita 34 AG of June 29, 2022, of six members. The members in office in the fiscal year 2022 include Dr. A. Granderath, F. Schuhbauer, F. Köhler, Dr. U. Schütze-Kreilkamp, K. Milterski, P. Owsianowski, N. Herzing and A. Füchsel. A. Füchsel and N. Herzing resigned from office with effect from the end of the Annual General Meeting on June 29, 2022. The Annual General Meeting of June 29, 2022 elected Paul Owsianowski as a new member of the Supervisory Board of Vita 34 AG.

Since December 15, 2021, the office of Chairman has been held by Dr. Alexander Granderath and the office of Vice Chairman by Florian Schuhbauer.

1. Structure and application of the compensation system for members of the Supervisory Board

The compensation system in place pursuant to Section 18 of the Articles of Association can be summarized as follows:

1.1 Fixed basic remuneration

Ordinary members of the Supervisory Board receive an annual basic remuneration of EUR 20,000.00 (in words: twenty thousand euros) for each full year of membership of the Supervisory Board after the end of the financial year. EUR 20,000.00 (in words: twenty thousand euros) for each full year of membership of the Supervisory Board. Instead of the annual basic remuneration, the Chairman of the Supervisory Board receives an annual basic remuneration after the end of the financial year in the amount of EUR 60,000.00 (in words: sixty thousand euros), the Deputy Chairman of the Supervisory Board and the Chairman of the Audit Committee shall receive such remuneration in the amount of EUR 30,000.00 (in words: thirty thousand euros) each. EUR 30,000.00 (in words: thirty thousand euros) each. If the office of Deputy Chairman of the Supervisory Board and Chairman of the Audit Committee are held by the same person, such remuneration shall amount to a total of only EUR 30,000.00 (in words: thirty thousand euros).

Ordinary members of the Audit Committee shall receive, in addition to their basic remuneration as members of the Supervisory Board, a fixed annual remuneration of EUR 2,000 (in words: two thousand euros) payable after the end of the financial year. This does not apply to the Chairman of the Supervisory Board and his Deputy.

Supervisory Board members who are members of the Supervisory Board or a committee of the Supervisory Board for only part of a fiscal year, or who hold the office of Chairman or Deputy Chairman of the Supervisory Board or a committee for only part of a fiscal year, shall receive corresponding pro rata compensation.

The remuneration is payable pro rata temporis after the end of each calendar quarter.

A separate attendance fee is not paid.

1.2 Ancillary services

The members of the Supervisory Board are included in a pecuniary loss liability insurance policy maintained by the Company at an appropriate level in the interests of the Company, insofar as such a policy exists. The premiums for this are paid by the Company.

The Company shall reimburse each member of the Supervisory Board for reasonable and proven expenses incurred in the performance of his or her duties, as well as for any value-added tax payable on the remuneration.

In fiscal year 2022, the compensation system for the Supervisory Board was applied in all aspects as regulated in Section 18 of the Company's Articles of Association.

As the compensation of the members of the Supervisory Board is composed exclusively of fixed components rather than variable components, there is no need to specify a maximum total compensation for the members of the Supervisory Board. This also applies in accordance with the new requirements of the Stock Corporation Act as amended by ARUG II. These new requirements expressly provide for the determination of a maximum compensation only for the members of the Management Board, but not also for the members of the Supervisory Board.

2. Compensation granted and owed within the meaning of Sec. 162 (1) Sentence 1 AktG

The following table shows the fixed compensation components granted and owed to current and former members of the Supervisory Board in the past financial year⁵ in accordance with § 162 AktG. In accordance with § 18 (4) of the Articles of Association of the Company, Supervisory Board compensation is payable pro rata temporis at the end of each calendar quarter.

The following table showing the compensation for the financial year 2022 is therefore the compensation paid for the four quarters of 2022 for work as a member of the Supervisory Board. Although the compensation for the last quarter of 2022 was not due until 2023, it is nevertheless shown as granted and owed compensation for the 2022 financial year in application of the vested benefits principle.

Figures in EUR (gross):

non-binding convenience translation only

| Supervisory Board | Fixed remuneration | Committee remuneration | Attendance fee | Ancillary services⁶ | TOTAL |
|--------------------------|---------------------------|-------------------------------|-----------------------|---------------------------------------|--------------|
| Dr. A. Granderath | 60.000,00 | 0,00 | 0,00 | 209,20 | 60.209,20 |
| F. Schuhbauer | 35.700,00 | 0,00 | 0,00 | 4.964,81 | 40.664,81 |
| A. Füchsel | 9.944,44 | 0,00 | 0,00 | 0,00 | 9.944,44 |
| N. Herzing | 9.030,46 | 0,00 | 0,00 | 0,00 | 9.030,46 |
| F. Köhler | 27.500,00 | 0,00 | 0,00 | 0,00 | 27.500,00 |
| K. Mitterski | 19.086,02 | 0,00 | 0,00 | 0,00 | 19.086,02 |
| P. Owsianowski | 10.111,11 | 0,00 | 0,00 | 0,00 | 10.111,11 |
| Dr. U. Schütze-Kreilkamp | 19.086,02 | 0,00 | 0,00 | 0,00 | 19.086,02 |

(5) See Note II.4.1 for an understanding of the term "granted and owed."

(6) The members of the Supervisory Board shall be included in a pecuniary loss liability insurance policy maintained by the Company at an appropriate level in the interests of the Company, insofar as such a policy exists. The premiums for this are paid by the Company. The fringe benefits are the amounts spent on the D&O insurance (pro rata) for each member of the Supervisory Board.

IV. COMPARISON OF THE ANNUAL CHANGE IN THE REMUNERATION OF THE MEMBERS OF THE MANAGEMENT BOARD AND THE SUPERVISORY BOARD WITH THE DEVELOPMENT OF EARNINGS AND THE AVERAGE REMUNERATION OF EMPLOYEES OF VITA 34 AG

The following comparative presentation shows the annual change in the compensation granted and owed to the current members of the Management Board and Supervisory Board, the Company's earnings performance, and the compensation of employees on a full-time equivalent basis pursuant to Section 162 of the German Stock Corporation Act (AktG), the latter being based on the average wages and salaries of employees of all Group companies in Germany in the respective financial year.

Since the employee and remuneration structures in the subsidiaries of Vita 34 AG are diverse, especially with regard to employees abroad, it is appropriate to focus only on the workforce in Germany for the comparison of the development of average remuneration.

The development of earnings is generally presented on the basis of the development of the net income of Vita 34 AG pursuant to Section 275 HGB No. 17.

| | Compensation granted and owed 2022 | Change 2022 vs. 2021 ⁷ | | Change 2021 vs. 2020 | |
|-----------------------------|------------------------------------|-----------------------------------|----------|----------------------|------|
| | | in € thousand | in % | in € thousand | in % |
| Boards | | | | | |
| J. Baran | 332,3 | +332,3 | n/a | - | - |
| D. Plaga | 187,4 | +187,4 | n/a | - | - |
| T. Baran | 199,5 | +199,5 | n/a | - | - |
| Dr. W. Knirsch ⁸ | 425,5 | +133,4 | +45,7 | +6 | +2 |
| A. Shepherd ⁹ | 151,1 | +56,1 | n/a | +95 | n/a |
| Supervisory Board | | | | | |
| Dr. A. Granderath | 60,2 | +57,7 | +2.308,4 | +3 | n/a |
| F. Schuhbauer | 40,7 | +0,7 | +1,7 | +20 | +100 |

| | | | | | |
|--------------------------------------|---------|---------|--------|--------|------|
| A. Füchsel ¹⁰ | 9,9 | -10,1 | -50,3 | +9 | +89 |
| N. Herzing ¹¹ | 9,0 | +9,0 | n/a | - | - |
| F. Köhler | 27,5 | +7,5 | +37,5 | -10 | -33 |
| K. Mitterski | 19,1 | +19,1 | n/a | - | - |
| P. Owsianowski | 10,1 | +10,1 | n/a | - | - |
| Dr. U. Schütze-Kreilkamp | 19,1 | +19,1 | n/a | - | - |
| Employees | | | | | |
| Ø Employees in Dtl. | 54,0 | +7,2 | +15,4 | +2 | +5 |
| Earnings development VITA 34 | | | | | |
| Net income of the Group (€ million) | -27.384 | -23.458 | 598 | -5.365 | -373 |
| Net income of VITA 34 AG (€ million) | -93.090 | -91.220 | -4.878 | -3.662 | -204 |

(7) Changeover in 2021 to vested pension rights.

(8) Retired from the Management Board as of March 31, 2022.

(9) Retired from the Board of Management as of July 31, 2022.

(10) Retired from the Supervisory Board as of June 29, 2022.

(11) Retired from the Supervisory Board as of June 29, 2022.

6. Resolution on the amendment of Section 22 of the Articles of Association (authorization of virtual shareholders' meetings)

The Act on the Introduction of Virtual General Meetings of Stock Corporations and the Amendment of Cooperative and Insolvency and Restructuring Law Provisions (Bundesgesetzblatt I No. 27 2022, p.1166 et seq.) has made the virtual general meeting a permanent provision in the German Stock Corporation Act. Pursuant to Section 118a (1) sentence 1 AktG, the Articles of Association may provide or authorize the Management Board to provide that the Annual General Meeting be held as a virtual Annual General Meeting, i.e. without the physical presence of the shareholders or their proxies at the location of the Annual General Meeting. Such authorization of the Management Board shall be resolved.

During the five-year term of the authorization, the Management Board will decide anew for future Annual General Meetings whether to make use of the authorization and hold an Annual General Meeting as a virtual Annual General Meeting. In doing so, the Management Board will take into account the relevant specific circumstances of the individual case and make its decision at its due discretion for the benefit of the Company and the shareholders. In doing so, the Management Board will also take into account the appropriate protection of shareholders' participation rights in its decision.

The Management Board and the Supervisory Board propose that the following resolution be adopted:

The following Section 22 (3) shall be added after Section 22 (2) of the Articles of Association:

"(3) The Management Board is authorized to provide for the General Stockholders' Meeting to be held without the physical presence of the stockholders or their proxies at the location of the General Stockholders' Meeting (virtual General Stockholders' Meeting). The authorization shall apply to the holding of virtual General Meetings in a period of five years after the entry of this paragraph 3 in the commercial register of the Company."

Otherwise, Section 22 of the Articles of Association shall remain unchanged.

The currently valid Articles of Association are available on the Company's website at <https://ir.vita34.de/en/investor-relations/corporate-governance/articles-of-association/>. They will also be accessible during the Annual General Meeting. They will also be available there during the Annual General Meeting.

7. Resolution on the amendment of Section 21 of the Articles of Association (virtual participation of Supervisory Board members in shareholders' meetings)

In principle, members of the Supervisory Board should physically participate in the Annual General Meeting. However, under Section 118 par. 3 sentence 2 AktG, the Articles of Association may provide for certain cases in which members of the Supervisory Board may participate in the Annual General Meeting by means of video and audio transmission. Use is to be made of this possibility by means of a corresponding amendment to the Articles of Association of the Company.

The Management Board and the Supervisory Board propose that the following resolution be adopted:

Section 21 (5) of the Articles of Association of Vita 34 AG shall be amended and reworded as follows:

"(5) Members of the Supervisory Board, with the exception of the Chairman of the Annual General Meeting (Chairman of the Meeting), shall be permitted to participate in the Annual General Meeting by means of video and audio transmission in agreement with the Chairman of the Supervisory Board (if the Chairman is concerned, in agreement with the Vice Chairman) in cases where the Supervisory Board member concerned is prevented from physically attending the location of the Annual General Meeting, the Supervisory Board member is domiciled abroad, the Supervisory Board member would not be able to be physically present at the location of the Annual General Meeting or would only be able to do so at considerable expense due to legal restrictions, a stay abroad, or a necessary stay at another location in Germany or due to an unreasonable travel time, or if the Annual General Meeting is held as a virtual Annual General Meeting without the physical presence of the shareholders or their proxies at the location of the Annual General Meeting."

The currently valid Articles of Association are available on the Company's website at <https://ir.vita34.de/en/investor-relations/corporate-governance/articles-of-association/>. They will also be accessible during the Annual General Meeting. They will also be available there during the Annual General Meeting.

8. Resolution on the cancellation of the resolution of the Annual General Meeting of June 29, 2022 under agenda item 8 on the change of the Company's name and the corresponding amendment to the Articles of Association.

The Annual General Meeting of the Company on June 29, 2022, adopted a resolution under agenda item 8 to change the name of the Company and to amend the Articles of Association accordingly.

However, the preparatory and conversion measures required for this are considerably more extensive than originally assumed. A change of name of the Company is therefore not to be pursued further for the time being and the corresponding resolution of the Annual General Meeting is to be rescinded.

Against this background, the Management Board and the Supervisory Board propose that the following resolution be adopted:

The resolution adopted by the Annual General Meeting of the Company on June 29, 2022 under agenda item 8 on the change of the Company's name and the corresponding amendment to the Articles of Association shall be cancelled.

9. Resolution on an amendment to Section 21 (1) of the Articles of Association

Section 21 (1) sentence 1 of the Articles of Association, which contains provisions on participation in the Annual General Meeting, contains an incorrect reference to another provision of the Articles of Association as a result of an editorial oversight. Section Section 21 (1) sentence 1 of the Articles of Association currently reads as follows:

"(1) Shareholders or their representatives whose registered shares are entered in the share register on the day of the Annual General Meeting (cf. Section 8 (4)) and who have registered with the Company at the address notified for this purpose in the notice convening the meeting at least six days before the Annual General Meeting shall be entitled to attend the Annual General Meeting and exercise their voting rights."

This inaccuracy is to be corrected by way of amendment to the Articles of Association.

The Management Board and the Supervisory Board propose that the following resolution be adopted:

Section 21 (1) sentence 1 of the Articles of Association of the Company is amended and reworded as follows:

"(1) Shareholders or their representatives whose registered shares are entered in the share register on the day of the Annual General Meeting and who have registered with the Company at the address notified for this purpose in the notice convening the meeting at least six days prior to the Annual General Meeting shall be entitled to attend the Annual General Meeting and exercise their voting rights."

The currently valid Articles of Association are available on the Company's website at <https://ir.vita34.de/en/investor-relations/corporate-governance/articles-of-association/>. They will also be accessible during the Annual General Meeting. They will also be available there during the Annual General Meeting.

II. SUPPLEMENTARY INFORMATION AND NOTES

1. Total number of shares and voting rights

At the time of convening this Annual General Meeting, the share capital of the Company amounts to EUR 16,036,459.00. The share capital is divided into 16,036,459 no-par value registered shares. Each no-par share grants one vote. The total number of voting rights is therefore 16,036,459. At the time of convening the Annual General Meeting, the Company and one of its dependent subsidiaries hold a total of 47,806 treasury shares from which they are not entitled to any voting rights.

2. Requirements for participation in the virtual general meeting and the exercise of voting rights

The holding of the Annual General Meeting as a virtual Annual General Meeting in accordance with the new statutory provision in Section 118a of the German Stock Corporation Act (AktG) leads to some modifications in the conduct of the Annual General Meeting and the exercise of shareholders' rights, both compared with an Annual General Meeting held in person and compared with the last virtual Annual General Meeting held in accordance with the special legislation resulting from the Covid 19 pandemic. We therefore request that you pay particular attention to the following information, especially regarding the possibility of following the Annual General Meeting in video and audio, the right to submit comments, the right to submit motions, to exercise voting rights, the right to speak, the right to information and the right to object.

The Management Board of Vita 34 AG has decided, with the consent of the Supervisory Board, on the basis of Section 118a of the German Stock Corporation Act (AktG), Section 26n (1) of the Introductory Act to the German Stock Corporation Act (EGAktG), to hold this year's Annual General Meeting as a virtual Annual General Meeting without the physical presence of shareholders or their proxies. Physical attendance by shareholders or their proxies (with the exception of the proxies appointed by the Company) is therefore excluded.

Shareholders and their proxies can watch the entire Annual General Meeting on **September 26, 2023, from 12:00 a.m. CEST*** with images and sound live by using the Investor Portal on the internet at

<https://ir.vita34.de/en/investor-relations/annual-general-meeting/>

track. How to access the Investor Portal is described below in the section "Access to the Investor Portal and electronic connection to the meeting" (see II.3). Shareholders or their proxies may exercise their voting rights by means of electronic communication, either by electronic postal vote or by issuing a power of attorney and instructions to the proxies appointed by the Company.

**Unless expressly stated otherwise, all times stated in this invitation to the Annual General Meeting are times in Central European Summer Time (CEST) as applicable in Germany. Coordinated Universal Time (UTC) corresponds to Central European Summer Time (CEST) minus two hours.*

3. Access to the investor portal and electronic connection to the meeting

The Company has set up an Investor Portal for the Annual General Meeting for the purpose of the virtual Annual General Meeting. Shareholders who have duly registered can connect electronically to the Annual General Meeting via the Investor Portal and follow it live in picture and sound from **12:00 a.m. on the** day of the Annual General Meeting as well as exercise shareholder rights by means of electronic communication. The Investor Portal is available at the internet address

<https://ir.vita34.de/en/investor-relations/annual-general-meeting/>.

(Online) access to the Investor Portal is provided by entering the shareholder number and the associated individual access data (PIN or access code), which is sent with the invitation to the shareholders entered in the share register). The necessary information on the procedure will be sent to the shareholders entered in the share register together with the invitation. Shareholders who are entered in the share register after the beginning of **September 5, 2023, 00:00 hours** will not receive any invitation documents and therefore no access data for the Investor Portal for the Annual General Meeting in accordance with the statutory requirements without request. However, they can request the invitation documents with the required shareholder number and the associated individual access data via the registration office listed below (see section II.4).

Without proper registration for the meeting, shareholders cannot join the meeting electronically and exercise any shareholder rights, in particular voting rights. The electronic issuing of proxies and instructions to the Company's voting representatives via the Investor Portal also requires timely registration for the Annual General Meeting.

The Investor Portal is expected to go live on **August 28, 2023**.

4. Registration for the Annual General Meeting and Exercise of Voting Rights; Rewrite Stop

Pursuant to Section 21 of the Articles of Association of the Company, shareholders who are entered in the share register and register with the Company in good time are entitled to attend the Annual General Meeting (i.e., to be electronically connected to the Annual General Meeting) and to exercise their voting rights. Registration must be completed **by midnight on September**

19, 2023 at the latest, either electronically via the Investor Portal or at the following registration office

Vita 34 AG

c/o Computershare Operations Center

80249 Munich

Germany

E-mail: anmeldestelle@computershare.de

("registration office"). For access to the Investor Portal, please refer to the instructions under section II.3.

Pursuant to Section 67 (2) sentence 1 of the German Stock Corporation Act (AktG), rights and obligations arising from shares exist only for and against the person entered in the share register. Accordingly, the number of voting rights to which a properly registered shareholder is entitled at the Annual General Meeting is determined by the registration status of the share register on the day of the Annual General Meeting. For technical reasons, however, no changes will be made to the share register in the period from the **end of September 19, 2023** (Technical Record Date) until the close of the Annual General Meeting on **September 26, 2023** (stop on changes). Therefore, the registration status of the share register on the day of the Annual General Meeting corresponds to the status after the last rewriting on **September 19, 2023**. The stop on rewriting does not mean a block on the disposal of the shares. However, purchasers of shares whose applications for registration are received by the Company after **September 19, 2023** cannot exercise voting rights and other shareholder rights from these shares unless they are authorized or empowered to do so. In such cases, voting rights and other shareholder rights shall remain with the person entered in the share register until the transfer is made. All purchasers of shares in the Company who are not yet entered in the share register are therefore requested to submit transfer applications in good time.

5. Procedure for exercising voting rights by means of electronic communication (electronic absentee voting)

Voting rights may be exercised by means of electronic communication by electronic postal vote using the Investor Portal. Shareholders who are entered in the share register and have duly registered for the Annual General Meeting may cast their votes by electronic absentee ballot in the run-up to the Annual General Meeting and during the Annual General Meeting using the Investor Portal. Proxies, including authorized intermediaries (e.g. banks), shareholders'

associations, proxy advisors and persons who offer to exercise voting rights at the Annual General Meeting on a businesslike basis may also use electronic absentee voting.

After proper registration for the Annual General Meeting, votes already cast by electronic absentee ballot may be cast and amended using the Investor Portal until the close of voting at the Annual General Meeting on **September 26, 2023**. The exact time at which the possibility of submitting or changing votes via the Investor Portal ends will be determined by the chairman of the meeting. He will draw attention to this in good time during the Annual General Meeting.

6. Procedure for voting by proxies appointed by the Company

Shareholders may be represented by proxies of the Company in exercising their voting rights in accordance with their instructions. The timely and proper registration of shares by **midnight on September 19, 2023** is also required for the authorization of proxies.

The authorization of proxies appointed by the Company and the issuing of instructions must be in text form (Section 126b of the German Civil Code (BGB)). Before and during the Annual General Meeting, you can exercise your voting rights by granting power of attorney and issuing instructions to the Company-nominated proxies using the voting system available at the internet address

<https://ir.vita34.de/en/investor-relations/annual-general-meeting/>

accessible Investor Portal of the Company. Authorization via the Investor Portal is possible until the start of voting on the day of the Annual General Meeting. You can also use the Investor Portal to change or revoke any previously issued proxy and instructions during the Annual General Meeting up to the start of voting. The exact time at which the option to revoke or amend via the Investor Portal ends will be determined by the chairman of the meeting. He will draw attention to this in good time during the Annual General Meeting.

In any case, please remember to register your shares in advance by the deadline of **September 19, 2023, 24:00 hours**.

Proxies may also be authorized and instructed outside the Investor Portal using the authorization and instruction form sent together with the invitation to the Annual General Meeting. A corresponding authorization and instruction form can also be downloaded from the Company's website at

<https://ir.vita34.de/en/investor-relations/annual-general-meeting/>

downloaded or requested from the registration office. If you use the proxy and instruction form (instead of the Investor Portal), it must be received by the registration office specified below no later than **September 25, 2023, 24:00 hours** (date of receipt):

Vita 34 AG

c/o Computershare Operations Center

80249 Munich

Germany

E-mail: anmeldestelle@computershare.de

The proxies must be given power of attorney as well as express and unambiguous instructions for exercising voting rights on each relevant agenda item. In the absence of express and unambiguous instructions, the proxies will abstain from voting on the relevant voting item. If an individual vote is held on an agenda item, any instruction issued in this respect shall apply to each individual sub-item. The proxies are obliged to vote in accordance with the instructions. Proxies do not accept instructions to speak and request information, to make motions and nominations, to request the inclusion of questions in the minutes, or to file objections to resolutions of the Annual General Meeting.

7. Procedure for voting by other proxies

Shareholders may also have their voting rights and other rights exercised at the Annual General Meeting by another proxy, e.g., a bank, a proxy advisor, a person who offers to exercise voting rights at the Annual General Meeting on a businesslike basis vis-à-vis shareholders, or another third party. Authorized third parties may also not physically attend the Annual General Meeting. Authorized third parties may exercise their voting rights exclusively by electronic absentee voting or by issuing a power of attorney and instructions to the proxies of the Company.

If the shareholder authorizes more than one person, the Company may reject one or more of them. In the case of proxy voting, timely registration of the shares is also required.

The granting of the proxy, its revocation and the proof of authorization vis-à-vis the Company require text form (Section 126b of the German Civil Code (BGB)) if neither a bank, an intermediary, a shareholders' association, a voting advisor or another person as defined by Section 135 (8) of the German Stock Corporation Act (AktG) is authorized. Shareholders may use the proxy form available on the internet at <https://ir.vita34.de/en/investor-relations/annual-general-meeting/> to grant power of attorney. The power of attorney may be issued to the proxy or to the Company.

Notwithstanding any other way permitted by law for the transmission of the proxy or the proof of the appointment of a proxy to the Company, the proxy may also be granted electronically via the Investor Portal; in this case, a separate proof of the granting of the proxy is not required.

The revocation of a proxy already granted may also be made via the Investor Portal, notwithstanding any other transmission channel permitted by law.

If the granting or proof of a proxy or its revocation is made by declaration to the Company outside the Investor Portal, this must be received by the above-mentioned registration office by **September 25, 2023, 24:00 hours** for organizational reasons. On the day of the Annual General Meeting, proxies can only be issued, amended or revoked using the Investor Portal until the start of voting.

Please note that the issuance of a proxy and instructions via the Investor Portal is always considered to have priority and that any other issuance of a proxy and instructions with the same shareholder number is irrelevant, regardless of the time of receipt.

Authorized third parties (with the exception of the proxies appointed by the Company) may not physically attend the Annual General Meeting. They may only exercise voting rights for shareholders they represent by means of electronic postal voting or by granting (sub)powers of attorney to the proxies nominated by the Company. In this respect, the above information applies accordingly. For the use of the Investor Portal, the proxies will be sent access data after timely registration by the shareholder, which will enable them to exercise their rights by way of electronic communication via the Investor Portal. The authorization should therefore be made as early as possible in order to enable timely receipt of the access data by the authorized representatives.

In the case of authorization to exercise voting rights in accordance with Section 135 AktG (granting of proxy to banks, voting advisors, shareholders' associations and other intermediaries covered by Section 135 AktG and persons treated as such in accordance with Section 135 AktG), special features must be observed, which must be enquired about with the person to be authorized in each case. According to the law, in these cases the power of attorney must be granted to a specific proxy and must be verifiably recorded by the proxy. The declaration of proxy must also be complete and may only contain declarations associated with the exercise of voting rights. Therefore, if you wish to grant a power of attorney pursuant to Section 135 AktG, please coordinate the form of the power of attorney with the person to be authorized. However, in accordance with Section 135 (7) AktG, a breach of the aforementioned and certain other requirements for the authorization of the persons named in this paragraph set out in Section 135 AktG does not affect the validity of the vote.

8. Further information on the exercise of voting rights

After proper registration for the Annual General Meeting, submission of and changes to the electronic absentee ballot or granting of power of attorney and instructions to the proxies appointed by the Company or to other authorized representatives, including a change between these options or revocation, are still possible as follows:

- The submission of electronic postal votes or changes to votes already cast by electronic postal vote are only possible via the Investor Portal until the close of voting at the Annual General Meeting on **September 26, 2023**.
- Revocation and amendment of the granting of power of attorney and instructions to the proxies appointed by the Company or to other authorized representatives may be made outside the Investor Portal by no later than **September 25, 2023, 24:00 hours** (receipt) to the registration office specified below

Vita 34 AG

c/o Computershare Operations Center

80249 Munich

Germany

or

E-mail: anmeldestelle@computershare.de

be transmitted.

- On the day of the Annual General Meeting, revocation and amendment of the granting of power of attorney and instructions to the proxies appointed by the Company or to other authorized representatives may only be made via the Investor Portal.

The chairman of the meeting shall determine the exact point in time at which the respective option to amend or revoke ends on the day of the Annual General Meeting. He will indicate in good time when the possibility of granting, amending or revoking shares via the Investor Portal ends.

In the event that several declarations are received under the same shareholder number, the following shall apply:

- Electronic absentee voting or the issuance of proxies and instructions to the proxies appointed by the Company via the Investor Portal will generally be given priority over other means of access.
- A postal vote declared outside the Investor Portal is not permitted.
- If divergent declarations regarding a power of attorney to third parties or a power of attorney or instructions to the proxies appointed by the Company are received via different

transmission channels outside the Investor Portal and it is not clear which was submitted last, declarations by e-mail will generally be given priority.

- If shareholders have authorized a third party (with the exception of the proxies appointed by the Company), they may only exercise their shareholder rights - including the right to vote and speak - themselves if the corresponding authorization has previously been revoked in accordance with the provisions described in this convening notice.

III. RIGHTS OF SHAREHOLDERS AND SHAREHOLDERS

(Requests for additions to the agenda, motions, election proposals, comments, right to speak, right to information and objections as well as information on shareholders' rights Section 122 (2), Section 126 (1) and (4), Section 127, Section 130a, Section 131 (1), Section 118a (1) sentence 2 no. 8 in conjunction with Section 245 AktG)

1. Addition to the agenda in accordance with Section 122 (2) AktG

Shareholders whose shares together amount to one-twentieth of the capital stock or the pro rata amount of EUR 500,000 (equivalent to 500,000 shares) may demand that items be placed on the agenda and published in accordance with Section 122 (2) AktG.

The request must be addressed in writing to the Management Board of the Company and must be received by the Company at least 30 days prior to the Annual General Meeting, i.e. no later than the end of **August 26, 2023, 24:00 hours**.

Please send such requests to the following address:

Vita 34 AG

- Vorstand -

Deutscher Platz 5 a

04103 Leipzig

or in electronic form in accordance with Section 126a BGB by e-mail to:

hv-2023@vita34.de

Each new item on the agenda must be accompanied by a statement of reasons or a draft resolution. The applicant(s) must prove that he/she/they has/have been the holder of the shares for at least 90 days prior to the date of receipt of the request by the Company and that he/she/they holds/hold the shares until the decision of the Management Board on the request. Sections 70 and 121 (7) AktG shall be observed in calculating this period.

Additions to the agenda which are to be announced will be published in the Federal Gazette without delay after receipt of the request. They will also be published on the Company's website at

<https://ir.vita34.de/en/investor-relations/annual-general-meeting/> and communicated to the shareholders.

2. Countermotions and election proposals pursuant to Sections 126 (1), 127 AktG , 130a (5) sentence 3, 118a (1) sentence 2 no. 3 AktG

Every shareholder has the right to submit countermotions to the proposals of the Management Board and/or Supervisory Board on a specific item on the agenda and proposals for the election of Supervisory Board members or auditors to the address below:

Vita 34 AG
Deutscher Platz 5 a
04103 Leipzig

or by e-mail to:

hv-2023@vita34.de

Countermotions and election proposals addressed otherwise will not be considered.

Countermotions to be made accessible (including any statement of grounds) and election proposals received by the Company at the above address or e-mail address at least 14 days before the Annual General Meeting – i.e. by **midnight on September 11, 2023 at the latest** – will be published without delay on the internet at <https://ir.vita34.de/en/investor-relations/annual-general-meeting/>, including the name of the shareholder, any statement of grounds to be made accessible and any statement by the management.

Pursuant to Section 126 (4) AktG, countermotions and nominations for election by shareholders to be made available by the Company are deemed to have been made at the time of publication. Shareholders who have duly registered for the Annual General Meeting may exercise their voting rights in respect of these motions. If the shareholder submitting the motion or election proposal is not properly registered for the Annual General Meeting, the countermotion or election proposal does not have to be dealt with at the Annual General Meeting.

Countermotions and election proposals as well as other motions may also be submitted during the Annual General Meeting by means of video communication, i.e., within the scope of the right to speak (see section III.4).

3. Right to submit comments pursuant to Section 130a (1) to (4), (6) AktG

Shareholders who have duly registered for the Annual General Meeting or their proxies have the right to submit comments on the agenda items no later than five days before the meeting, not counting the day of receipt and the day of the Annual General Meeting, i.e., by **midnight on September 20, 2023**.

Submissions must be made in text form in German via the Investor Portal. We request that the volume of comments be kept to a reasonable level to allow shareholders to properly review the comments. A length of 10,000 characters (including spaces) may not be exceeded.

The Company will make the comments available to the registered shareholders or their proxies in the Investor Portal no later than four days before the meeting, i.e., by **midnight on September 21, 2023, stating** the name of the submitting shareholder. Statements will not be made available if they contain more than 10,000 characters (including spaces), are offensive, criminally relevant, obviously false or misleading, or if the shareholder indicates that he or she will not attend the Annual General Meeting and will not be represented (section 130a (3) sentence 4 in conjunction with section 126 (2) sentence 1 no. 1, no. 3 or no. 6 AktG).

Motions and election proposals, questions and objections to resolutions of the Annual General Meeting submitted in the context of comments submitted in text form will not be considered at the Annual General Meeting; the submission of motions and election proposals (see section III.2), the exercise of the right to information (see section III.5) and the filing of objections to resolutions of the Annual General Meeting (see section III.6) are only possible via the channels described separately in this invitation. In particular, the opportunity to submit comments does not constitute an opportunity to (pre-)submit questions in accordance with Section 131 (1a) AktG. Any questions contained in the comments will therefore not be answered at the virtual Annual General Meeting.

4. Right to speak pursuant to Sections 118a par. 1 sentence 2 no. 7, 130a par. 5 and 6 AktG

Shareholders or their proxies who are connected electronically to the Annual General Meeting have the right to speak at the meeting by means of video communication. From the start of the Annual General Meeting, shareholders and their proxies can register their speeches in the Investor Portal. Motions and election proposals pursuant to Section 118a (1) sentence 2 no. 3 AktG, follow-up questions pursuant to Section 131 (1d) AktG and questions pursuant to section 131 (1e) AktG may be part of the speech.

Pursuant to Section 23 par. 3 of the Company's Articles of Association, the chairman of the meeting may impose reasonable time limits on the shareholder's right to ask questions and speak.

In particular, at the beginning or during the Annual General Meeting, he is entitled to set a reasonable time frame for the entire course of the Annual General Meeting, for the discussion of the individual agenda items and for the individual questions and speeches. In order to exercise their right to speak, shareholders or their proxies require an Internet-capable terminal device (PC, laptop, tablet or smartphone) equipped with a camera and microphone that can be accessed from the browser.

The Company reserves the right to check the functionality of the video communication between shareholder and proxy and the Company at the meeting and before the speech and to reject the speech if the functionality is not ensured.

5. Right to information pursuant to sections 118a (1) sentence 2 no. 4, 131 (1) AktG

Pursuant to Section 131 (1) AktG, the Management Board must provide each shareholder with information on the Company's affairs upon request at the Annual General Meeting, insofar as the information is necessary for the proper assessment of an item on the agenda and there is no right to refuse to provide information. The duty of the Management Board to provide information also extends to the legal and business relations of the Company with its affiliated companies. Furthermore, the duty to provide information also relates to the situation of the Group and the companies included in the consolidated financial statements.

It is intended that the chairman of the meeting will stipulate that the aforementioned right to information pursuant to Section 131 (1) AktG may be exercised at the Annual General Meeting exclusively by way of video communication, i.e. as part of the exercise of the right to speak (see section III.4). No other submission of questions by electronic or other means of communication is envisaged either before or during the Annual General Meeting.

Section 131 (4) sentence 1 AktG stipulates that if a shareholder has been provided with information outside the Annual General Meeting on account of his or her status as a shareholder, this information must be provided to any other shareholder or his or her proxy at his or her request at the Annual General Meeting, even if it is not necessary for the proper assessment of the item on the agenda. The virtual shareholders' meeting ensures that shareholders or their proxies who are connected electronically to the shareholders' meeting can submit their requests in accordance with section 131 (4) sentence 1 AktG by means of electronic communication via the Investor Portal during the shareholders' meeting.

Shareholders have the right to ask questions on all answers given by the Management Board at the meeting in accordance with Section 131 (1d) AktG.

6. Declaration of objections to resolutions of the Annual General Meeting

Shareholders and their proxies who are connected electronically to the Annual General Meeting have the right to object to resolutions of the Annual General Meeting by means of electronic communication. Objections may be declared via the Investor Portal throughout the Annual General Meeting until the end of the Annual General Meeting. The proxies of the Company cannot be instructed to declare objections to resolutions of the Annual General Meeting on the record of the notary public certifying the Annual General Meeting.

IV. FURTHER EXPLANATIONS

Publications on the website pursuant to Section 124a AktG

This invitation to the Annual General Meeting, the documents to be made available and motions by shareholders, as well as further information, are also available on the Company's website at <https://ir.vita34.de/en/investor-relations/annual-general-meeting/>. The results of the voting will also be published there after the Annual General Meeting. The results of the voting will also be published there after the Annual General Meeting.

Furthermore, during the Annual General Meeting the list of participants will be available via the Investor Portal prior to the first vote to all shareholders who have duly registered and electronically registered for the Annual General Meeting as well as their representatives.

Proof of the vote count

Pursuant to Section 129 par. 5 sentence 1 AktG, those voting may request confirmation within one month of the date of the Annual General Meeting as to whether and how their votes were counted. The proof of the vote count (voting confirmation) is available in accordance with the statutory provisions on the Investor Portal and on request from the Company at **hv-2023@vita34.de**. If the confirmation is issued to an intermediary, the intermediary must send the confirmation to the shareholder without delay in accordance with Section 129 (5) sentence 3 AktG.

Notes on data protection

If you register for the Annual General Meeting or grant a proxy, we collect personal data about you and/or your proxy. This is done in order to enable shareholders to exercise their rights within the framework of the Annual General Meeting. Vita 34 AG processes your data as the responsible party in compliance with the provisions of the EU General Data Protection Regulation (GDPR) and all other applicable laws. Details on the handling of your personal data and your rights according to the DSGVO can be found on the internet on the website for the Annual General Meeting at: <https://ir.vita34.de/en/investor-relations/annual-general-meeting/>.

Leipzig, August 2023

Vita 34 AG
The Management Board



VITA 34 AG

Leipzig

ISIN DE000A0BL849 / WKN A0BL84

CORRECTION OF THE CONVENING OF THE ANNUAL GENERAL MEETING 2023

In the notice of the (virtual) Annual General Meeting to be held on 26 September 2023 published in the Federal Gazette on 17 August 2023, there is an error in the appendix to agenda item 5 regarding the date of the independent auditor's report on the remuneration report of Vita 34 AG for the financial year 2022.

The correct date of the independent auditor's report is as follows:

"Berlin, 23 August 2023".

Otherwise, the convening notice published in the Federal Gazette on 17 August 2023 remains unchanged. Therefore, it is not reproduced again.

Leipzig, August 2023

Vita 34 AG

The Management Board