

## SCHEDULE 1 TO THE CONVENING NOTICE – AGM 2022

### **Suggested amendments to article 15 of the Articles:**

*"The Management Board requires the consent of the Supervisory Board for the following transactions and measures. Such consent must be obtained by the Management Board from the Supervisory Board in writing prior to the execution of the respective transaction or measure.*

*However, in exceptional cases where the Management Board is required to act immediately in order to prevent a significant harm to the Company or to secure a significant financial opportunity for the Company, the Management Board may execute such transactions and measures without the prior written consent of the Supervisory Board, but must obtain the written consent of the Supervisory Board as soon as possible after the execution of such transaction or measure.*

*The Supervisory Board may also release the Management Board in advance from obtaining its prior written consent for certain individual or general business transactions or measures. This release does not require a formal meeting of the Supervisory Board, but may be obtained in writing (including by email) from every individual member of the Supervisory Board.*

*The Management Board shall procure that, with respect to the Company's direct or indirect Subsidiaries, the consent of the Supervisory Board is required and obtained via the Management Board and the management of its respective subsidiary for all transactions and measures listed in this Article 15 except for those transactions and measures which have been consented by a respective supervisory board or comparable domestic or foreign supervisory body.*

~~*Transactions and measures which are purely group internal are not subject to this Article 15.*~~  
~~*The Business*~~ transactions and measures subject to the prior consent of the Supervisory Board are the following:

(a) *acquisition and disposal of participations in other companies, consolidation or amalgamation with other companies, acquisition and disposal of businesses or enterprises or parts thereof, entry into joint ventures, partnerships, consortiums or other similar arrangements, provided that in each case the value or risk of such transaction or measure (including series of related transactions or measures) exceeds ten million Euro (EUR 10,000,000);*

(b) *entry into, surrender or material variation of an unusual or onerous contract with a value or risk exceeding ten million Euro (EUR 10,000,000);*

(c) *providing guarantees, collateral or indemnities with a value or risk exceeding ten million (EUR 10,000,000);*

(d) *entry into or amendment of a credit agreement or other financing transaction with a value or risk exceeding ten million Euro (EUR 10,000,000);*

(e) *dealing with intellectual property (e.g. by way of acquisition or disposal, whether outright or by way of licence or otherwise) other than in the ordinary course of business which has or is expected to have a significant effect on the business of the Group;*

(f) *making use of authorised capital pursuant to Article 5.5;*

(g) *implementation of a stock option plan and/or remuneration package for the Management Board; and*

(h) *entry into a Related Party Transaction.*

For the purpose of this Article 15,

**Group** means the Company and its Subsidiaries;

**Related Party Transaction** means any ~~transaction or agreement between~~legal transactions or measures

~~on the one side~~

~~(a) a member of the Management Board or the Supervisory Board (a Board Member) or (b) a family member up to the second degree of a Board Member (a Family Member) or (c) a company or entity of any sort in which a Board Member and/or Family Member holds a participation exceeding 50%, is a member of any executive corporate body or exercises in any other form a significant influence; or~~

~~(b) a shareholder who is subject to any notification requirements under applicable capital market laws with respect to its shareholding in the Company (a Shareholder), or (b) a family member up to the second degree of a Shareholder (a Shareholder Family Member) or (c) a company or entity of any sort in which a Shareholder and/or Shareholder Family Member holds a participation exceeding 50%, is a member of any executive corporate body or exercises in any other form a significant influence; and~~

~~on the other side, the Company or any Subsidiary;~~

~~and~~

~~**Subsidiary** shall have the meaning set out in article 1711-1 of the Companies Act, as applied in conjunction with article 1711-2 of the Companies Act.~~

~~(i) by which an object or any other asset is transferred or made available for use, whether in return for payment or free of charge; and~~

~~(ii) which are carried out with a Related Party within the meaning of the following provisions.~~

The following are not to be considered as Related Party Transaction:

(a) transactions with subsidiaries within the meaning of the International Financial Reporting Standards, adopted by Regulation (EC) No. 1126/2008, which are directly or indirectly wholly owned by the Company or in which no other Related Party with the Company has an interest;

(b) transactions requiring the prior approval or authorisation of the General Meeting;

(c) transactions and measures undertaken in implementation of the approval or authorisation granted by the General Meeting;

(d) transactions concerning the remuneration granted or owed to the members of the Management Board or the Supervisory Board in accordance with applicable law;

(e) transactions of credit institutions ordered or approved by the competent authority to ensure their stability; and

(f) transactions offered to all of the shareholders under the same conditions.

**Related Party** means a related party as defined in the International Financial Reporting Standards, namely IAS 24.9.

*Notwithstanding the above, the Supervisory Board may include in internal regulations of the Supervisory Board a list of transactions and measures of the Management Board (and the Companies' Subsidiaries) that require the prior consent of the Supervisory Board, and the Management Board shall be informed accordingly of those restrictions. The restrictions set out in these internal regulations shall not be binding towards third parties."*

**Suggested amendments to article 18.2 of the Articles:**

*"The Supervisory Board must be composed of at least three (3) members, ~~who may not be older than seventy (70) years at the time of their respective election or re-election.~~*

*The members of the Supervisory Board shall be elected for a term not exceeding three (3) years and shall be eligible for re-election for a maximum of three (3) consecutive terms."*

**Suggested amendments to article 18.3 of the Articles:**

*"Where a legal person is appointed as a member of the Supervisory Board (the **Supervisory Board Legal Entity**), the Supervisory Board Legal Entity must designate a natural person as permanent representative (représentant permanent), ~~who may not be older than seventy (70) years at the time of his/her appointment and who~~ will represent the Supervisory Board Legal Entity as a member of the Supervisory Board in accordance with article 442-14 and 441-3 of the Companies Act."*