

CONVENIENCE TRANSLATION - NOT LEGALLY BINDING

**INVITATION
to the Extraordinary General Meeting
of Expedeon AG
with corporate seat in Heidelberg**

Securities Identification Number: A2YN80 / ISIN: DE000A2YN801

We hereby invite all our shareholders to attend
on Thursday, 19 December 2019, at 10:00 a.m. (CET)

at Print Media Academy
Kurfürsten-Anlage 60
69115 Heidelberg

the **Extraordinary General Meeting**

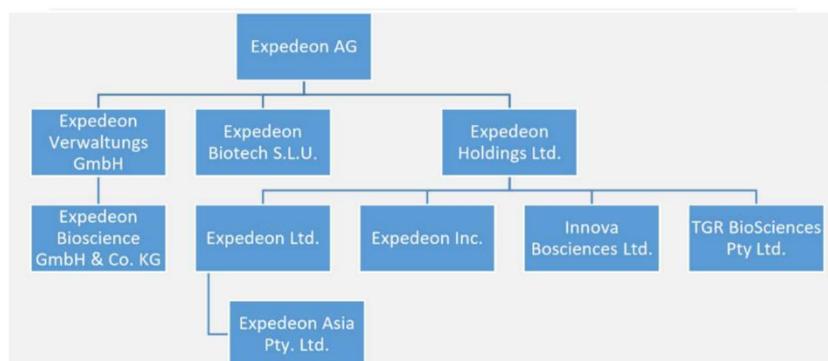
of the Company.

Agenda

- 1. Resolution on the approval pursuant to Section 179a German Stock Corporation Act (Aktengesetz - "AktG") of the conclusion of a Purchase Agreement concerning the sale and transfer of all shares in Expedeon Holdings Limited from Expedeon AG to Abcam plc as well as the sale and transfer of individual assets from Expedeon Inc. to Abcam Inc.**

1.1 Preliminary remarks

Expedeon AG, Heidelberg, Germany (hereinafter also "**Company**" or "**Seller**") is the ultimate parent company of the current Expedeon Group. The Group structure of Expedeon Group was as follows as at 31 December 2018:



The original focus of Expedeon Group, in which the former Sygnis Group (i.e. today mainly Expedeon Biotech S.L.U. (Spain)) operates, is the area of genomics, i.e. the analysis of genetic information. The investment in Expedeon Biotech S.L.U. accounts for approx. 38% of the assets in the individual financial statements of Expedeon AG. In the consolidated financial statements, assets of Expedeon Biotech S.L.U. and goodwill arising out of consolidation of the Expedeon Biotech S.L.U. account for approx. 15% of assets. The share of Expedeon Biotech S.L.U. in consolidated sales is currently only 0.07%. Nevertheless the Management Board of Expedeon AG is convinced that genomics is a growth market in which the sales of Expedeon Biotech S.L.U. could increase in the future.

In contrast, the operating companies of the original Expedeon Group, acquired in 2016, i.e. Expedeon Inc. (USA), Expedeon Ltd. (UK) and the distribution company Expedeon Asia Pty. Ltd., have specialised in instruments and consumables for the analysis of the composition of proteins in a cell or organism. One technique for the separation of proteins is gel electrophoresis, in which the individual molecules are separated according to size and charge by an electric field and a gel acting as a "molecular sieve".

INNOVA Biosciences Ltd. (UK), acquired in 2017, is a manufacturer of bioconjugations and provides associated services, in particular labelling of bioconjugations, e.g. for marking individual sections of a DNA strand or protein.

TGR Biosciences PTY LTD (Australia), acquired in 2018, brought a complementary technology portfolio, with patented technology in protein capture.

Abcam plc, Cambridge, United Kingdom ("**Purchaser**") has undertaken to acquire from Expedeon AG ("**Seller**") Expedeon Holdings Limited (UK) ("**Target**") and its subsidiaries (together with Expedeon Holdings Limited the "**Target Companies**") - with the exception of Expedeon Inc. (USA) ("**Transaction**"). For this reason, in a first step, the shares in Expedeon Inc. shall be transferred from Expedeon Holdings Limited to Expedeon AG in preparation for the Transaction which is the subject of this resolution. In a second step, simultaneously with the acquisition of the shares in the Target by Abcam plc, Abcam Inc. would acquire certain assets that do not relate to the electrophoresis business ("**US Assets**") that are located in Expedeon Inc.

("US Seller") and which are described in the joint Sale and Purchase Agreement for the Shares in the Target and the assets of Expepeon Inc. ("SPA").

Due to the fact that the shareholding in the Target to be sold represents a material asset of Expepeon AG, as a precaution the SPA is submitted to the Extraordinary General Meeting of the Company for approval pursuant to Section 179a of the German Stock Corporation Act (AktG) - despite the fact that Expepeon AG retains 38 % of its assets at the level of the individual financial statements and 15 % at the level of the consolidated financial statements and despite the fact that Expepeon AG receives proceeds from the sale, with which it can expand its remaining business and continue to pursue its corporate objective through Expepeon Bio-tech S.L.U. - just as it did before the acquisitions in 2016, 2017 and 2018.

Management and Supervisory Boards consider this Transaction to present a significant return on investments. The proceeds will enable the remaining group to both accelerate its development of core intellectual property assets in the genomics area and to continue with the buy and build strategy, thereby further enhancing value creation for shareholders.

1.2 Essential content of the SPA

1.2.1 Parties

EXPEPEON AG, a stock incorporation under German law registered with the Commercial Register of the Local Court in Mannheim under no. HRB 335706 and whose registered office is Waldhofer Str. 102, 691203 Heidelberg, Germany (the "**Seller**"); and

EXPEPEON INC. a Californian corporation registered under Californian corporate number C2267773 and whose principal offices are located at 10805 Vista Sorrento Parkway, Suite 100, San Diego, CA 92121, USA (the "**US Seller**")

(the Seller and US Seller together the "**Sellers**").

ABCAM PLC a company incorporated and registered in England and Wales with company number 03509322 and whose registered office is Discovery Drive, Cambridge Biomedical Campus, Cambridge CB2 0AX, UK (the "**Purchaser**").

Abcam INC. a corporation incorporated and registered in Massachusetts under corporate number 837340 (the "**US Purchaser**")

(the Purchaser and US Purchaser together the "**Purchaser**").

(the Seller, the US Seller, the Purchaser and the US-Purchaser together the "**Parties**").

1.2.2 Object and economic execution

The object of the SPA is

- the sale and transfer of all shares in the Target (Expedeon Holdings Limited, a wholly owned subsidiary of Expedeon AG incorporated pursuant to the law of England and Wales under company no. 06785444) and thus indirectly all Target Companies including Expedeon Ltd. Expedeon Asia Pty. Ltd., INNOVA Biosciences Ltd. and TGR Biosciences PTY LTD, but after the Expedeon Inc. entity has been transferred out of sub-group of the Target so that Expedeon Inc. is not part of the object of the purchase.
- Expedeon Inc. will transfer the US Assets to the US-Purchaser.

The Purchaser will acquire the Target with economic effect as of 1. January 2020, 0:01 am Greenwich Mean Time (GMT) („**Effective Date**“) and US-Purchaser will acquire the US-Assets with economic effect as of 1. January 2020, 0:01 am Pacific Standard Time („**US Effective Date**“)

1.2.3 Elements

The following documents form part of the SPA:

- Main Body
- Consultancy Agreement
An agreement whereby the Seller agrees with the Purchaser to provide consultancy services to the Purchaser to assist with the integration of the Target Companies and its assets, employees, customer, suppliers and other related parties, into the Purchaser's group of companies. The services are primarily to be provided by the former CEO and CFO of the Target for up to 9 months and 6 months respectively
- CTO Waiver Deed
Deed of Waiver between Expedeon Limited and one of its current directors relating to historic bonus arrangements
- Directors / Secretaries Resignation Letter
Draft resignation notices of all directors and any secretaries of the Target and its subsidiaries
- Qualiphi Distribution Agreement
An agreement whereby Expedeon SLU agrees with the Purchaser to supply the Purchaser with the QualiPhi enzyme on arm's length commercial terms for inclusion in, and to enable the Purchaser to continue developing, certain oligo-conjugated antibody-based assays as sold by the Target Companies prior the Transaction and to be sold by the Purchaser and the Target Companies after the Transaction
- Escrow Agreement

Escrow Agreement for the deposit of Escrow Amount between Parties of the SPA and still to be determined Escrow Agent(s). Please see below for further details on the escrow amount.

- Option Lapse Notice
Template for notice by Seller to employees of Target and its subsidiaries with respect to the lapse of their share options in Seller
- Management Services Termination Deed
Template termination agreement for management services provided by the Seller to each of the Target Companies
- Norman Way Lease Term Sheet
A heads of terms document setting out the commercial basis between Seller and Purchaser or Target on basis of which the employees of Target will be able to remain in the Seller's current premises for a transitional period following completion. The SPA provides that the ownership of the premises are to be transferred from the Target to the Seller or one of its remaining group entities prior to or at completion
- Settlement Agreement
A template agreement pursuant to which the CEO's and CFO's employment with Target will be terminated with effect from completion of the Transaction
- Signing Disclosure Letter
A document to be delivered by the Seller to the Purchaser containing disclosures against the warranties
- Shareholder Circular
The agreed form of this EGM invitation
- Tax Deed
A deed whereby the liability for taxation and the benefit of any tax credits relating to the businesses operated by the Target for the periods prior to completion and after completion are allocated between the Seller and the Purchaser, with appropriate indemnification provisions to allow either party to recover amounts paid by them that are properly payable by the other.
- TruePrime Distribution Agreement
An agreement whereby Expedeon SLU agrees with the Purchaser to supply the Purchaser with the TruePrime on arm's length commercial terms
- US Transition Services Agreement
Agreement between Seller and US Purchaser regarding support services to be provided in the US for a transitional period following closing of the transaction

- US Inc. Transfer Agreement
The agreement between the Target and the Seller in respect of the transfer of the shares in the US Seller

1.2.4 Condition Precedent

The SPA is subject to the condition precedent that the shareholders approve the SPA with the required majority at a duly convened general meeting of the Seller.

1.2.5 Consideration and Escrow

The Purchaser acquires the entire issued share capital of Expedeon Holdings Limited and the US Assets for a total Purchase Price of **EUR 120,000,000.00** in cash on a cash-free, debt-free basis.

At Completion, the Purchaser shall pay (a) the Completion Consideration Amount of EUR **105,600,000** minus a sum equal to the Estimated Net Debt to the Seller and (b) an Escrow Amount of EUR **14,400,000** to secure the claims under the SPA in an Escrow Account.

The purchase price shall be adjusted if the actual net debt exceeds or falls below the sum of the estimated net debt.

1.2.6 Warranties and Indemnities

The SPA contains customary seller and purchaser representations and warranties/guarantees.

In addition, the Seller shall indemnify the Purchaser and other persons on the Purchaser's side against all costs incurred in connection with the following matters:

- any liability of the Target Companies relating to
 - o the Target's ownership of the US Seller (prior to the transfer of such ownership)
 - o the business conducted by the US Seller prior to the date of the SPA
- any liability of the Target Companies relating to outstanding contingent or deferred consideration in the context of the acquisition TGR Biosciences Pty. Ltd.
- any claim in relation to the Seller's ownership of the premises at Norman Way in Cambridge which are to be further used for a transition period by employees of Target
- any claim filed by a shareholder of the Seller against the approval of the General Meeting to the SPA

1.2.7 Protection of Purchaser's Interests

The Seller covenants with the Purchaser that, at any time during the period of 24 months from Completion, it shall not (and shall procure that no Seller Related Persons shall), directly or indirectly, carry on or be engaged or interested in a Competing Business. The Seller covenants with the Purchaser that, at any time during the period of 24 months from Completion, it shall not (and shall procure that no Seller Related Persons shall), directly or indirectly:

- accept orders for or supply or cause orders to be accepted for or cause to be supplied Restricted Products or Services to any person; or
- solicit, canvass or approach or endeavour to solicit, canvass or approach or cause to be solicited, canvassed or approached any person for the purpose of offering to that person Restricted Products or Services.

The Seller covenants with the Purchaser that, at any time during the period of eighteen months from Completion, it shall not (and shall procure that no Seller Related Persons shall), directly or indirectly solicit or entice away or endeavour to solicit or entice away or cause to be solicited or enticed away from the Target Companies any person who is, and was at Completion, employed or directly or indirectly engaged by the Target Companies, with a view to inducing that person to leave such employment or engagement (whether or not such person would commit a breach of his contract of employment or engagement by reason of leaving).

Furthermore the Seller covenants with the Purchaser that, until the expiration of five years from Completion, it shall not disclose or use any Know How, confidential information or trade secrets which it possesses concerning the business or affairs of the Target Companies, the US Contracts, the US IP or of any person having dealings with the Target Companies.

1.2.9 Governing Law and Dispute Resolution

The SPA and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

According to the SPA, each Party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with the SPA or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims). In the event that any Party commences an action in the courts of any country other than England (a "**foreign action**"), the Party which commenced the foreign action shall indemnify the other Party(ies) in respect of any and all costs and liabilities which they have incurred in connection with the foreign action, whether or not those costs and liabilities would be recoverable apart from the provisions of this clause.

1.3 Documents on Display

A more detailed German summary of the SPA is printed at the end of this invitation (see "Ad agenda item 1").

1.4 Proposed Resolution

Management Board and the Supervisory Board propose to adopt the following resolution:

“The Sale and Purchase Agreement including all annexes and components (“SPA”) between Expedeon AG, Expedeon Inc., Abcam plc and Abcam Inc. dated 11 November 2019, concerning the sale and transfer of all shares in Expedeon Holdings Limited from Expedeon AG to Abcam plc as well as the sale and transfer of individual assets from Expedeon Inc. to Abcam Inc. is approved.”

2. Resolution on the authorization to acquire and sell treasury shares under exclusion of shareholders' subscription and tender rights

Management Board and the Supervisory Board propose to adopt the following resolutions:

- a) *The Company is authorized to acquire treasury shares in the amount of 10 % of the Company's share capital at the time of the Extraordinary General Meeting on 19 December 2019.*

The acquired shares, together with other treasury shares which the Company has already acquired and still holds or which are attributable to it pursuant to Sections 71a et seq. of the German Stock Corporation Act (AktG), may at no time exceed 10 % of the Company's share capital.

- b) *The authorization becomes effective at the end of the Extraordinary General Meeting at which it is resolved and is valid until 18 December 2024.*

- c) *The acquisition shall be effected at the discretion of the Management Board and within the limits resulting from the principles of stock corporation law and in compliance with the principle of equal treatment (Section 53a AktG) via the stock exchange or outside the stock exchange, the latter in particular by means of a public purchase offer and also excluding the shareholders' right to tender. In the case of a public purchase offer, the Company may determine either a price or a price range for the acquisition.*

- (i) *If the shares are acquired via the stock exchange, the purchase price paid per share (excluding ancillary acquisition costs) may not exceed the average of the share prices (opening auction) in XETRA® trading on the Frankfurt Stock Exchange (or any successor system determined by Deutsche Börse AG) on the last ten stock exchange trading days prior to the acquisition or, if XETRA® trading in shares of the Company does not take place, on the stock exchange on which most of the Company's shares (number) were traded in total on these 10*

stock exchange trading days ("relevant price"), by no more than 5 % above or below.

- (ii) *If the shares are acquired outside the stock exchange, the purchase price paid per share (excluding incidental acquisition costs) may not be more than 10 % higher or lower than the relevant value of a share of the Company.*
 - (iii) *In the case of a public purchase offer, the relevant value is the average of the relevant prices on the last ten stock exchange trading days prior to the day of the public announcement of the purchase offer. The purchase offer may provide for further conditions. If, following the publication of a formal offer, there are not insignificant deviations between the stock market price of the Company's share and the relevant value, the offer may be adjusted. In the event of such adjustment, the adjustment shall be based on the average of the relevant prices on the last ten stock exchange trading days prior to the publication of the adjustment to the offer.*
 - (iv) *If the shares are acquired outside the stock exchange in any other way, the relevant value shall be the average of the relevant prices on the last ten stock exchange trading days prior to the date of conclusion of the contract underlying the acquisition.*
 - (v) *If, in the case of a public purchase offer, the subscription exceeds the volume of the offer, acceptance shall be based on quotas. Preferential acceptance of smaller numbers of up to 100 tendered shares per shareholder as well as rounding according to commercial criteria may be provided for, with partial exclusion of any shareholders' right to tender their shares.*
- d) *The Management Board is authorized, with the consent of the Supervisory Board and subject to compliance with the principle of equal treatment of shareholders (Section 53a AktG), to resell treasury shares acquired on the basis of this or a previous authorization pursuant to Section 71 (1) no. 8 AktG for purposes other than trading in treasury shares.*
- (i) *The acquired treasury shares may be sold via the stock exchange. Shareholders' subscription rights are excluded.*
 - (ii) *In addition, the shares may also be sold by means other than via the stock exchange, in particular to satisfy conversion or option rights granted by the Company or one of its Group companies and in return for non-cash contributions, such as the acquisition of companies, equity interests or commercial property rights.*

A sale outside the stock exchange is also permitted, in particular, if shares not exceeding 10 % of the share capital are sold, calculated both at the time this authorization becomes effective and at the time the authorization is exercised, and the acquired treasury shares are sold at a price that is not more than 5 % (excluding incidental costs) below the relevant value of Company shares of the same class at the time of the sale.

The amount of 10 % of the share capital pursuant to the previous sentence shall be credited against the amount of 10 % of the share capital attributable to shares issued or sold on the basis of another corresponding authorization excluding the subscription right in direct or corresponding application of Section 186 (3) sentence 4 AktG during the term of this authorization until its respective exercise, to the extent that such crediting is required by law. The relevant value shall be the average of the relevant prices on the last ten stock exchange trading days prior to the sale of the shares in the (opening auction) in XETRA® trading (or a subsequent system) or, if XETRA® trading in shares of the Company does not take place, on the stock exchange on which most of the shares (number) of the Company were traded in total on these 10 stock exchange trading days.

The shareholders' subscription right is excluded in all cases of this lit. d).

- e) *Furthermore, the Management Board is authorized to offer treasury shares to the shareholders for subscription on the basis of an offer to all shareholders in compliance with the principle of equal treatment (Section 53a AktG). In this case, the Management Board may, with the consent of the Supervisory Board, exclude the subscription right for fractional amounts.*
- f) *Furthermore, the Management Board is authorized, with the consent of the Supervisory Board, to redeem treasury shares without a further resolution of the Extraordinary General Meeting. The redemption shall result in a capital reduction. In deviation from this, the Management Board may determine that the share capital shall remain unchanged in the event of redemption and that instead the proportion of the share capital represented by the remaining no-par value shares shall increase as a result of the redemption pursuant to § 8 (3) AktG (simplified redemption procedure pursuant to § 237 (3) no. 3 AktG). In this case, the Management Board is authorized to adjust the number of shares stated in the Articles of Association.*
- g) *The authorizations under lit. a) to f) may be exercised in whole or in part, once or several times, individually or jointly by the Company, but also by its Group companies or by third parties for its or their account.*

3. Resolution on the authorization to use derivatives in connection with the acquisition and sale of treasury shares in accordance with section 71 (1) no. 8 of the AktG under exclusion of subscription rights and shareholders' tender rights

In addition to the authorization to be resolved under agenda item 2 to acquire treasury shares pursuant to Section 71 (1) no. 8 AktG, an authorization is to be granted to acquire and sell treasury shares also using derivatives.

Management Board and the Supervisory Board propose to adopt the following resolutions:

- a) *In addition to the authorization to be resolved under agenda item 2 to acquire treasury shares pursuant to § 71 (1) no. 8 AktG, the acquisition of shares pursuant to the authorization to be resolved under agenda item 2 may also be carried out using certain derivatives in addition to the methods described therein. With the consent of the Supervisory Board, options may be sold which oblige the Company to acquire its treasury shares upon exercise of the option ("put options"), options may be acquired and exercised which give the Company the right to acquire its treasury shares upon exercise of the option ("call options"), forward purchase contracts for its treasury shares may be concluded for which there are more than two trading days between the conclusion of the purchase contract and the delivery of the acquired shares ("forward purchases"), and treasury shares may be acquired using a combination of these derivatives (all of the aforementioned arrangements are hereinafter referred to as "equity derivatives").*

All share acquisitions using equity derivatives in exercise of this authorization are limited to shares in the amount of no more than 5 % of the share capital existing at the time of the resolution of the Annual General Meeting on this authorization. The term of an equity derivative may not exceed 18 months in each case and must be selected in such a way that the acquisition of treasury shares by exercising the equity derivative may not take place after 18 December 2024.

- b) *The purchase price per share to be paid upon exercise of the put options or upon maturity of the term purchase ("exercise price") may not exceed or fall below the average of the share prices (opening auction) for the shares of the Company in XETRA® trading on the Frankfurt Stock Exchange (or any successor system determined by Deutsche Börse AG) on the last 10 trading days prior to the conclusion of the relevant derivative transaction or, if XETRA® trading in shares of the Company does not take place, on the stock exchange on which the most shares (number of shares) of the Company were traded in total on these 10 stock exchange trading days, by more than 10 %, respectively, in each case excluding incidental acquisition costs, but taking into account the option premium received or paid.*
- c) *The call options may only be exercised if the purchase price to be paid does neither exceed nor fall below the average of the share prices (opening auction) for the shares of the Company in XETRA® trading or a successor system) on the last 10 trading days prior to the conclusion of the relevant derivative transaction or, if XETRA® trading in shares of the Company does not take place, on the stock exchange on which most of the shares (number) of the Company were traded in total on these 10 stock exchange trading days by more than 10 %.*

- d) *The terms and conditions of the equity derivatives must ensure that the equity derivatives are only serviced with shares that were acquired on the stock exchange in accordance with the principle of equal treatment.*
- e) *If treasury shares are acquired using equity derivatives in accordance with the above provisions, shareholders shall have no right to enter into such derivative transactions with the Company in accordance with § 186 (3) sentence 4 AktG. Shareholders also have no right to conclude derivative transactions if, when acquiring treasury shares using equity derivatives, a preferential offer is made for the conclusion of derivative transactions relating to small numbers of shares.*

Shareholders have a right to tender their shares only to the extent that the Company is obliged to purchase the shares from them under derivative transactions. Any further tender right is excluded.

- f) *The rules laid down in agenda item 2 shall apply to the sale and redemption of shares acquired using equity derivatives.*

4. Resolution on an amendment to the Articles of Association regarding the name of the Company

Management Board and Supervisory Board propose to adopt the following resolution:

The name of the Company is changed to "4basebio AG". Sec. 1 para. 1 of the Articles of Association is newly drafted follows:

- „1) The name of the Company is 4basebio AG.“

The Management Board is instructed to implement this resolution and to register the amendment to the Articles of Association with the Commercial Register only if today's Annual General Meeting has approved the Sale and Purchase Agreement ("SPA") pursuant to Agenda Item 1 above and this Sale and Purchase Agreement has become effective.

Ad agenda item 1:

Detailed summary of the joint Sale and Purchase agreement ("SPA")

a) Parties

The sellers are EXPEDEON AG, a stock corporation under German law, registered in the commercial register of the Local Court of Mannheim under HRB 335706 and with its registered office at Waldhofer Str. 102, 691203 Heidelberg, Germany (the "**Seller**"), and EXPEDEON INC, a Californian company under Californian company number C2267773 and its registered

office at 10805 Vista Sorrento Parkway, Suite 100, San Diego, CA 92121 (the "**US Seller**"). The Seller and the US Seller are collectively referred to as the "sellers".

The purchasers are ABCAM PLC, a company incorporated and registered in England and Wales with company number 03509322 and registered office at Discovery Drive, Cambridge Biomedical Campus, Cambridge CB2 0AX (the "**Purchaser**") and ABCAM, INC. a company incorporated in Massachusetts registered under company number 837340 (the "**US Purchaser**") (the US Purchaser and the Purchaser being together the "**Purchasers**").

The Sellers and the Purchasers are hereinafter collectively referred to as the "**Parties**")

b) Subject matter

Pursuant to Section 2 of the Sale and Purchase Agreement (the "**SPA**") the object of the SPA is the sale and transfer of all shares in Expedeon Holdings Limited, a wholly-owned subsidiary of Expedeon AG with registered offices in England and Wales under company number 06785444 (the "**Target**"), and thus indirectly - with the exception of Expedeon Inc. - all subsidiaries of the Target including Expedeon Ltd. Expedeon Asia PTY LTD, INNOVA Biosciences Ltd. and TGR Biosciences Pty. Ltd. (together with the Target the "**Target Companies**"). Expedeon Inc. is to be spun off in advance from Expedeon Holdings Limited group and is not part of the object of purchase. Pursuant to Section 2.3 of the SPA, the seller waives any restrictions on disposal and the exercise of any pre-emptive rights in connection with the shares in the Target.

At the same time, Expedeon Inc. ("**US Seller**") shall transfer the US Assets (as defined in the SPA) ("**US Assets**") to Abcam Inc. ("**US Purchaser**").

c) Performance of the Contract

The Purchaser acquires the Target on 1 January 2020, 0:01 am Greenwich Mean Time (GMT) ("**Effective Date**"). The US-Purchaser acquires the US-Assets on 1 January 2020, 0:01 am Eastern Standard Time ("**US Effective Date**").

d) Consideration and Escrow account

The Purchaser acquires the entire issued share capital of Expedeon Holdings Limited and the US Purchaser acquires the US assets for a total price of EUR 120,000,000.00, payable in cash (subject to adjustments under the SPA).

Upon completion, the Purchaser shall pay an amount of EUR 105,600,000.00 less an amount equal to the estimated net debt to the Seller. The purchase price shall be adjusted in accordance with the provisions of Sections 3.5 - 3.10 of the SPA if the actual net debt exceeds or falls below the sum of the estimated net debt.

Furthermore, at Completion pursuant to Section 3.2 of the SPA, the Purchaser shall pay an Escrow Amount of EUR 14,400,000.00 to an Escrow Account in order to secure potential claims of the Purchaser under the SPA. In accordance with the provisions of Schedule 4 annexed to the SPA, the corresponding amount (plus interest) of the Escrow Amount shall be paid out to the Purchaser within 5 working days after an amicable or legally binding determination of corresponding claims at the joint instruction of the parties vis-à-vis the Escrow Agent, and otherwise – save to outstanding claims - two years after Completion of the SPA to the Seller.

e) Conditions

Completion of the transaction is subject to the condition that, by 31 January 2020 (or such other date as may be mutually agreed) an effective resolution of the general meeting of the Seller to approve the transaction is adopted. The Purchaser is free to waive this condition. The Seller shall endeavour to satisfy the condition as soon as possible, but no later than the aforesaid date.

Pursuant to Section 5.4 of the SPA the Seller shall also inform the Purchaser of the preparation and implementation of the resolution of the General Meeting determined as a condition and take all necessary measures to ensure that the resolution of the General Meeting is passed in a proper and timely manner in accordance with the applicable laws.

In this connection, the Seller provides certain guarantees, including that (i) the shareholder documentation for the General Meeting has been prepared with the assistance of the law firm Heuking Kühn Lüer Wojtek and in compliance with the applicable statutory provisions and (ii) that the Management Board and Supervisory Board will recommend the shareholders to vote in favour of the resolution on the approval of the SPA.

The Seller will inform the Purchaser immediately about the satisfaction of the condition. In the event that the condition is not met in due time, the Purchaser shall be entitled to withdraw from the SPA.

f) Pre-Completion Obligations

Section 6 of the SPA contains a clause regarding the Seller's obligations until completion of the transaction. According to this clause, the Seller is essentially obliged to continue the Target Companies' operations and all other company-related measures and actions properly and carefully.

In detail, the following pre-completion obligations of the Seller were agreed:

The Seller is generally obliged to continue the proper business operations of all sold group companies in accordance with the practice of the past 12 months and in compliance with the applicable statutory provisions until the SPA has been executed. The same obligation applies

to the US Seller with respect to the US assets sold in the context of Section 2.2 of the SPA. The Sellers shall ensure that the business and assets of the Group Companies are protected until Completion. In the event of significant deviations/changes in the business or assets, the Purchaser must be informed immediately.

To the extent permitted by law, the Seller shall grant the Purchaser customary access rights prior to Completion.

Customary conduct of business operations are included such that the Sellers shall ensure that the Target Companies only carry out material actions (e.g. granting of stock options; payment of dividends, etc.) listed in Schedule 5 to the SPA, from the signing of the SPA until Completion, with the prior consent of the Purchaser. The Purchaser shall be informed in writing of any matters which may cause or be likely to cause a breach of warranty on the part of the Seller immediately upon becoming aware of such matter. According to the SPA, the Target must transfer the shares in the US-Seller to the Seller or related entity by 31 December 2019 at the latest, i.e. carve out from the sold (sub)group in preparation for the sale.

Furthermore, Section 6.6 of the SPA contains a number of obligations of the Seller to take steps to facilitate the fulfilment and cancellation of certain credit agreements concluded through the sold group prior to the Completion of the SPA.

Pursuant to Section 6.7 of the SPA the Seller warrants the effective termination of all employment contracts with Expedeon Asia. Seller and Purchaser shall also be obligated to negotiate and enter into certain further contracts within the limits of applicable law.

Provision is also made in Section 6.8 of the SPA for the Parties to agree the long form of documents in term sheet form at signing of the SPA.

Sections 6.11 et seq. of the SPA contain further customary provisions with respect to the renewal of patents, the filing of accounts and transitional services and measures for the period before Completion.

Pursuant to Section 8 of the SPA the Seller undertakes to take such steps as are necessary to the transfer of the Norman Way Freehold in Cambridge from Expedeon Limited to Seller (or one of its remaining subsidiaries) on completion of the SPA on its own expense (except stamp duty land tax) and the taking of all other measures necessary for the completion of such transfer.

g) Completion

Section 7.1 of the SPA provides for a physical completion date. At this Completion Date the Seller shall take all measures listed in the Schedule 6 (Part 1) attached to the SPA. This includes (i) the submission of a copy of an effective consent resolution to the Transaction and any other consent required for the implementation of the transaction; (ii) the Share Transfer

Documentation; (iii) evidence of complete performance of the Prepayment Facilities; (iv) evidence or submission of various documents and contracts relevant to the execution of the Transaction.

At this completion date, the Purchaser must also submit a number of supporting documents, which are listed in the Schedule 6 (Part 2) attached to the SPA. This includes (i) the submission of a copy of the Purchaser's management board resolution authorizing the Purchaser to negotiate, conclude and execute the SPA; and (ii) evidence or submission of various documents and contracts that are relevant for the execution of the transaction.

If one party fails to comply with the aforementioned obligations in due time, the other party shall be entitled to postpone completion of the transaction and to terminate the SPA.

h) Guarantees

The SPA contains customary Seller and Purchaser guarantees. The individual guarantees are listed in Schedule 7 attached to the SPA. In this annex, the classical core guarantees are granted with regard to the existing ownership structure and the effective formation of the Seller and the Target. In particular, it is guaranteed that the shares in the Target to be sold are the sole and unencumbered property of the seller. Furthermore, it is guaranteed, among other things, that the Target has been effectively founded and that there is no imminent threat of liquidation/insolvency (Part 1). In addition, Part 2 of Schedule 7 provides for customary guarantees with respect to the Accounts (as defined in the SPA).

Schedule 7 contains a series of further – according to the opinion of the management and its advisors common – seller guarantees on the following topics:

- Finances (Section 3; Part 2; Schedule 7)
- Real estate (Section 4; part 2; Schedule 7)
- Environmental protection (Section 5; Part 2; Schedule 7)
- Intellectual property rights (Section 6; Part 2; Schedule 7)
- Data protection (Section 7; Part 2; Schedule 7)
- Cyber Security (Section 8; Part 2; Schedule 7)
- Information Technology (IT) (Section 9; Part 2; Schedule 7)
- Commercial and other contracts and actions (Section 10, Part 2; Schedule 7)
- Litigation (Section 11; Part 2; Schedule 7)

- Compliance (Section 12; Part 2; Schedule 7)
- Insurance (Section 13; Part 2; Schedule 7)
- Company organisation (Section 14; Part 2; Schedule 7)
- Employees (Section 15; Part 2; Schedule 7)
- Pensions (Section 16; Part 2; Schedule 7)
- Antitrust law (Section 17; Part 2; Schedule 7)
- No insolvency (Section 18; Part 2; Schedule 7)
- No material liabilities (Section 19; Part 2; Schedule 7)
- Tax guarantees (Section 1 to 16; Part 3; Schedule 7)

The aforementioned guarantees are generally granted objectively, i.e. irrespective of any knowledge of the seller and persons attributable to him, unless a purely subjective guarantee is expressly formulated as such in exceptional cases. The Seller shall reimburse the Purchaser for any damages incurred by the Purchaser as a result of a breach of the warranties granted.

Schedule 8 also contains some of the Purchaser's customary guarantees (of manageable scope). In particular, an effective formation and existence of the Purchaser and the fulfilment of the contractual obligations are guaranteed, without the Purchaser thereby violating his other organisational or legal obligations and without the Purchaser having all necessary consents for the conclusion and execution of the SPA. The Purchaser guarantees that no pending judicial or other official proceedings are pending which stand in the way of the completion of the transaction and no liquidation/insolvency of the Purchaser is imminent.

i) Indemnities

In addition, the Seller undertakes in Section 9 of the SPA to indemnify and hold harmless the Target and its subsidiaries from all costs directly or indirectly related to (i) any liability of the Target and its subsidiaries with respect to the ownership of the US Seller by the Target (prior to the transfer of such ownership) or the business conducted by the US Seller prior to US Effective Date (ii) any liability of the Target and its subsidiaries in connection with any outstanding contingent or deferred consideration in connection with the acquisition of INNOVA Biosciences Ltd. und TGR Biosciences PTY LTD; (iii) any Shareholder Claims; and (iv) claims in relation to the company's ownership of Norman Way

j) Limitation of liability

Sections 10.1 - 10.2 of the SPA provides for a general exclusion of liability in favour of the Purchaser for circumstances which were duly disclosed in a so-called "Signing Disclosure Letter" when the SPA was signed.

Otherwise, the Seller shall be liable under the SPA only for such circumstances which the Purchaser has notified in writing within 24 months (or 7 years in the case of an alleged breach of tax guarantees) since the completion of the SPA. The special time limits set forth in Section 10.3 of the SPA (disclosure within 6 or 24 months from execution) shall apply to the Purchaser's claims for indemnification against the Seller.

In terms of amount, the Seller's liability in Section 10.6 of the SPA with respect to claims which may result from a tax assessment notice shall be limited to 30% of the purchase price and the liability otherwise for breaches of guarantees shall be limited to 12% of the purchase price (cap).

Any breach of warranties shall only be considered if they exceed EUR 100,000 (de minimis). If this amount is exceeded, however, the respective damages resulting from the breaches of warranty shall be fully taken into account (so-called exemption limit). In total, the Seller shall only be liable if the sum of all relevant claims for damages according to the foregoing exceeds the amount of EUR 1,200,000 (basket). In the event of an excess, the seller is liable in full and not only for the amount exceeding this so-called exemption limit. Any accounting or legal changes with regard to the preparation of the balance sheets after completion of the SPA shall not be at the expense of the Seller in this connection. Any refunds or other financial benefits received by the Purchaser by third parties shall be set off against the aforementioned threshold amounts. The Purchaser shall immediately inform the Seller in writing of any claims or actions asserted by third parties due to one or more breaches of warranty.

k) Protection of Purchaser's Interests

Section 12.2 of the SPA contains an active non-compete clause of the seller (and its affiliated companies) in favour of the Purchaser. Accordingly, the Seller is prohibited from exercising or participating in a competing business for a period of 24 months from the execution of the SPA. In addition, Section 12.3 of the SPA provides for a passive non-compete clause according to which the seller may not accept delivery orders (in the area of activity of the Target) during this period (Section 12.3.1). Section 12.3.2 of the SPA also prohibits the Seller from any advertising activity in the aforementioned context.

For a period of 18 months from the closing of the SPA, the Seller is prohibited from enticing away employees who are in an employment relationship with the Target or another group company at the time of closing or from otherwise bringing about a termination of the respective employment relationship (Section 12.4 of the SPA).

Section 12.5 of the SPA contains a confidentiality clause. Under this clause, the Seller is prohibited from using and/or disclosing confidential information (including US contracts and US IP rights) concerning the Target or any of its subsidiaries for a period of five years from the date of execution of the SPA. This does not apply to information already published.

All provisions in Section 12 of the SPA of the SPA do not apply to mere interests of the Seller in other companies in the maximum amount of 5%. Pursuant to Sections 12.7 and 13.3 of the SPA, the seller is obliged to end any use of the name "Expedeon" or similar names within 6 months at maximum.

l) License

Pursuant to Sections 13.1 and 13.2 of the SPA the Sellers grant to Purchaser and its group companies a non-exclusive royalty-free perpetual worldwide licence under the Seller US IP as defined in the SPA.

m) Employee Participation Program

Pursuant to Section 14 of the SPA, the Seller is obliged to notify and submit the relevant information with regard to any employee participation programmes (e.g. in the form of share options; profit-sharing or other variable remuneration of employees of a group company on the seller's or the Purchaser's side).

n) Shareholder claims

Pursuant to Section 15 of the SPA, the Seller is responsible for the successful defence of any shareholder actions (in particular actions for rescission) against the completion of the transaction or against the corresponding resolution approving the SPA. For this purpose, the Seller shall perform the necessary procedural actions. At the Purchaser's instigation, the Seller shall convene a new General Meeting in accordance with the applicable statutory provisions.

o) Termination Rights

Pursuant to Section 16 of the SPA, the Purchaser shall be entitled to withdraw from the SPA if it becomes aware of any breaches of warranty by the Seller prior to execution or if the Seller is unable to repeat warranties of the SPA upon execution. The parties shall only be entitled to other contractual termination rights if expressly agreed in the SPA as described above.

p) Final provisions

The SPA contains the following final provisions:

The parties are only authorised to issue press releases and other publications of the contractual content of the SPA after prior mutual consultation. The Seller shall be obliged to provide

the Purchaser upon request with all information and reports relating to any affiliate to the extent required by applicable law or the regulations of the London Stock Exchange.

Sections 17.13 and 17.14 of the SPA again clarify the obligations of the parties to keep the contents of the SPA and all information obtained in the course of the negotiation, conclusion and execution of the SPA confidential. Section 17.5 of the SPA contains a number of exceptions to this confidentiality obligation. This applies in particular to publications ordered by law, court or authority.

Contractual obligations of the parties under the SPA may not be transferred and/or assigned without the prior written consent of the other party.

The content of the SPA, with the exception of the regulatory content in Sections 8.7; 9.1 and 12 of the SPA, does not establish any (enforceable) rights of third parties. This is clarified in Section 17.11 of the SPA. The contents of the SPA, including the schedules attached thereto, conclusively constitute the entire contents of the contractual agreement concluded between the parties. Should any provision of the SPA be invalid, the other provisions shall remain in full force and effect (Section 17.13 of the SPA). The content of the SPA shall in principle remain valid even after its execution (Section 17.14 of the SPA). The waiver of individual provisions or the incomplete and/or timely exercise of individual rights under the SPA shall not affect the other provisions and rights under the SPA.

Amendments to the contents of the SPA must be made in writing and signed by the parties.

Any payments made by the Seller in connection with the SPA shall in principle be tax-free. Otherwise and to the extent this is at the expense of the Purchaser, the latter shall be compensated accordingly.

Pursuant to Section 17.20 of the SPA, the parties shall bear their own costs incurred in connection with the negotiation, conclusion and execution of the SPA. If the Purchaser effectively exercises a right of rescission, the Seller shall reimburse the costs incurred by the Purchaser.

Pursuant to Section 17.21 of the SPA, the Seller shall take all measures necessary to complete the Transaction. Pursuant to Section 17.22 of the SPA, in this connection the Seller shall also ensure the cooperation of other third parties accordingly.

If, after execution of the SPA, it becomes apparent that certain assets (including intellectual property rights) should have been transferred, the parties shall endeavour, in accordance with Section 17.23 of the SPA, to find an amicable solution for the purpose of subsequent transfer.

English shall be the primary language of the Contract.

Notices in connection with the provisions of the SPA shall be sent in the form specified in Section 18 of the SPA (in particular written form or e-mail) and to the addresses listed in this clause.

q) Applicable law and Dispute Settlement

The SPA and any dispute or claim arising out of or relating to it or its contents, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law.

Pursuant to the Joint Purchase Agreement ("SPA"), each party irrevocably agrees that the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or relating to the joint purchase agreement ("SPA") or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim). In the event that either party files a claim in the courts of a country other than England (a "Foreign Claim"), the party who brought the Foreign Claim shall indemnify the other party or parties against all costs and liabilities incurred by it in connection with the Foreign Claim, whether or not such costs and liabilities would be recoverable except as provided in this clause (Section 20 of the SPA).

Ad agenda item 2 and 3:

Report of the Executive Board on the exclusion of the subscription right or tender right in the context of the authorization to acquire and sell treasury shares pursuant to §§ 71 (1) no. 8 sentence 5, half sentence 2, 186 (4) sentence 2 of the German Stock Corporation Act (AktG)

a) Introduction

With regard to item 2 and item 3 on the Agenda, the Executive Board has submitted a written report on the reasons for the exclusion of the subscription right pursuant to Sections 71 (1) No. 8 Sentence 5, Half Sentence 2, 186 (4) Sentence 2 AktG. The report shall be available for inspection by the shareholders at the Company's business premises from the day on which the Extraordinary General Meeting is convened. Upon request, this report will be sent to each shareholder immediately and free of charge. The report shall be published as follows:

b) Acquisition of treasury shares pursuant to Section 71 (1) No. 8 AktG

Item 2 of the agenda authorizes the Company to acquire its treasury shares; item 3 of the agenda regulates the possibility of acquisition using equity derivatives.

German companies may acquire treasury shares to a limited extent on the basis of a special authorization granted by the Extraordinary General Meeting. The term of the authorization is

no longer limited to 18 months, as in the past, but to five years. This is intended to enable the Executive Board, in the interest of the Company and its shareholders, to acquire treasury shares up to an amount of 10 % of the current share capital of the Company. The Company is to be given the opportunity to acquire its treasury shares for all legally permissible purposes, for example to reduce its equity base, to pay the purchase price for acquisitions or to resell the shares.

In addition to the acquisition via the stock exchange, the Company shall also be given the opportunity to acquire its treasury shares, among other things, by means of a public purchase offer to be addressed to the shareholders of the Company. This gives the Company greater flexibility. In cases in which this is in the reasonable interest of the Company, the Executive Board shall be able to exclude the shareholders' right to tender while maintaining the requirements of Section 53a AktG.

The principle of equal treatment under stock corporation law must be observed when acquiring treasury shares via a public purchase offer. If a public purchase offer is oversubscribed, acceptance must be made on a pro-rata basis. However, it should be permissible to give priority to a preferential acceptance of small offers or small parts of offers up to a maximum of 100 shares. This possibility serves to be able to determine smooth purchase quotas and still take small shareholdings into account.

The use of equity derivatives in the acquisition of treasury shares gives the Company the opportunity to optimize a buyback. As the separate limitation to 5 % of the share capital already makes clear, it is intended to supplement the instruments of share buy-backs, but at the same time also to expand their possible uses. Both the specifications for the structure of the options and the specifications for the shares suitable for delivery ensure that the requirements of Section 53a AktG can also be taken into account in this form of acquisition. In principle, the term of the options will not exceed 18 months.

When selling put options, the purchaser of the put option is granted the right to sell shares of the Company to the Company at a price fixed in the put option, the exercise price. In return, the Company receives an option premium that corresponds to the value of the disposal right, taking into account, among other things, the exercise price, the term of the option and the volatility of the treasury shares. If the put option is exercised, the option premium paid by the purchaser of the put option reduces the total consideration paid by the Company for the purchaser of the share. As a rule, the exercise of the put option makes economic sense for the option holder if the price of the Company's shares at the time of exercise is below the exercise price because he can then sell the share at the higher exercise price. From the Company's perspective, the share buyback using put options can offer the advantage that the exercise price is already fixed when the option transaction is concluded, while the liquidity does not flow until the exercise date. If the option holder does not exercise the option because the share price on the exercise date is higher than the exercise price, the Company cannot acquire its treasury shares in this way, but it retains the option premium received.

When acquiring a call option, the Company receives the right, against payment of an option premium, to purchase a predetermined number of treasury shares at a predetermined price, the exercise price, from the seller of the option, the writer. It makes economic sense for the Company to exercise the call option if the price of its treasury shares is higher than the exercise price, as it can then purchase the shares from the writer at the lower exercise price. In addition, the liquidity of the Company is only charged with the agreed exercise price when the fixed price for the shares must be paid when the call option is exercised.

In the case of forward purchases, the Company acquires the shares on the basis of an agreement with the forward seller on a specific date in the future at the purchase price determined when the forward purchase was concluded. The conclusion of forward purchases can be meaningful for the Company if it wants to secure a demand for its treasury shares at a certain price level on the forward date.

Shareholders who are not involved in derivative transactions do not suffer any material disadvantage in terms of value because their position corresponds to that of shareholders in the case of share buybacks on the stock exchange, where not all shareholders can actually sell shares to the Company. Both the specifications for the structure of the derivatives and the specifications for the shares suitable for delivery ensure that the requirements of Section 53a AktG are also fully taken into account in this form of acquisition. In this respect, it is justified, also under the legal concept underlying § 186 para. 3 sentence 4 AktG, that shareholders should not be entitled to conclude such derivative transactions with the Company. Shareholders also have no right to conclude derivative transactions if a preferential offer for the conclusion of derivative transactions relating to small numbers of shares is provided for in the acquisition of treasury shares using equity capital derivatives. The exclusion of subscription and tender rights makes it possible to conclude derivative transactions at short notice, which would not be possible with an offer to conclude such derivative transactions to all shareholders.

When acquiring treasury shares using equity derivatives, shareholders shall only have a right to tender their shares if the company is obliged to purchase the shares from the equity derivatives. Otherwise, the use of equity dividends in connection with the repurchase of treasury shares would not be possible, and the associated benefits for the Company would not be attainable. After careful consideration of the interests of the shareholders and the interests of the Company, the Management Board considers the non-granting or restriction of the right of tender to be justified on the basis of the advantages that may result for the Company from the use of equity derivatives.

c) Possible uses of treasury shares

Upon closing of the Acquisition, 12 % of the Offer Price shall be placed into an escrow account set up for the purpose, and shall be held against the representations and warranties set forth in the final Definitive Agreement (as defined below) In item 2 of the Agenda, the Company is authorized to resell acquired shares. In accordance with agenda item 3, this authorization also applies to the acquisition of treasury shares using equity derivatives. The possibility of resell-

ing treasury shares serves to simplify the procurement of funds. Pursuant to Section 71 (1) no. 8 sentence 5 AktG, the Extraordinary General Meeting may also authorize the Company to sell shares in a form other than via the stock exchange under exclusion of the subscription right.

In particular, treasury shares may be sold in accordance with Section 186 (3) sentence 4 of the AktG at a price that is not significantly lower than the market price of the Company's shares at the time of the sale. The possibility of such a sale is in the interest of the Company. It permits a faster and more cost-effective placement of the shares than their sale with corresponding application of the rules of one of the shareholders' subscription rights. The shareholders do not suffer any disadvantage according to the assessment of the legislator, since they can acquire the corresponding number of shares on the stock exchange at any time if they are interested in maintaining their voting rights quota.

In addition, the authorization creates the possibility to offer treasury shares as consideration for the acquisition of companies, investments in companies or industrial property rights. International competition and the globalization of the economy increasingly demand this form of acquisition financing. The proposed authorization is intended to give the Company the necessary leeway to take advantage of acquisition opportunities quickly and flexibly.

In addition, the authorization enables the Company to offer its treasury shares for subscription to its shareholders on the basis of an offer to all shareholders that respects the principle of equality. In such a case, the Executive Board may, with the consent of the Supervisory Board, exclude the subscription right for fractional amounts.

In addition, the Company is also entitled to use the treasury shares acquired pursuant to this authorization to satisfy conversion or option rights granted by the Company or one of its group companies. The prerequisite for this type of use is the exclusion of shareholders' subscription rights.

Finally, the authorization provides for the possibility that the acquired treasury shares can be redeemed without a further resolution of the Extraordinary General Meeting.

d) Reporting

The Management Board will report to the following Annual General Meeting on any utilization of this authorization. In addition, the Company shall state in the notes to the respective annual financial statements the number of treasury shares held by the Company, the date of acquisition, the reasons for acquisition, and in the case of corresponding transactions in the relevant fiscal year, the respective acquisitions or disposals, stating the number of shares, the acquisition or disposal price and the use of the proceeds.

- End of the Agenda -

Total number of shares and voting rights

The share capital of the Company is at the time of the convening of the Extraordinary General Meeting EUR 52,307,265.00. It is divided into 52,307,265 shares of the Company. Each share carries one vote at the Extraordinary General Meeting. Thus, the total number of votes is 52,307,265. Neither the company nor any person or entity which is attributable to the Company pursuant to Secs. 71a et seq. AktG holds at the time of the convening of this meeting any treasury shares. Different classes of shares do not exist.

Attend the General Meeting and exercise voting rights

Pursuant to Article 11 of the Articles of Association, only shareholders who are registered in the Company's share register and who have registered for the shares registered in the Company's share register with the Company in good time, i.e. by the end of **12 December 2019 24:00 h CET**, are entitled to attend the Extraordinary General Meeting and exercise their voting rights. The registration must be received by the Company at least in text form (Section 126b of the German Civil Code) in German or English by the end of **12 December 2019, 24:00 h CET** at the following address, fax number or e-mail address:

Expedeon AG
c/o Computershare Operations Center
80249 Munich, Germany
fax: +49 89 30903-74675
e-mail: anmeldestelle@computershare.de

Clear information must be provided to ensure the unambiguous identification of the registering shareholder, for example by stating his full name or company name as entered in the share register.

Pursuant to Section 67 (2) sentence 1 German Stock Corporation Act (*AktG*), only those who are listed in the share register are considered shareholders of the Company. With respect to the participation right, as well as to the number of voting rights allocated to a person entitled to participate in the Shareholders' Meeting, the status of registrations in the share register on the day of the Shareholders' Meeting is decisive. For organizational reasons, no changes in the share register will be registered in the period between the last registration date (12 December 2019, 24:00 h CET) and the end of the General Meeting (registration stop). Thus, the status of registrations in the share register at the date of the General Meeting will correspond with the status after the last registration on 12 December 2019. Shares are not blocked by registration for the Extraordinary General Meeting. Shareholders can therefore continue to freely dispose of their shares even after they have registered for the Extraordinary General Meeting.

However, it should be noted that pursuant to Section 405 para. 3 no. 1 AktG any person who, without the consent of another person for whose representation he is not authorized, uses the shares of that other person for the exercise of rights in the General Meeting commits an administrative offence. Since in relation to the Company with regard to the Extraordinary General Meeting on 19 December 2019 only those shareholders are considered shareholders who are listed as such in the share register at that time, those who acquire shares previously but are not yet listed in the share register at the time of the Extraordinary General Meeting have no participation and voting rights if the seller does not authorize or authorize them to participate in the Extraordinary General Meeting and to exercise their voting rights. All acquirers of shares in the Company which are not yet registered in the share register are kindly requested to file their applications for registration in due time.

Reference is made to the obligation to notify pursuant to Sections 33 et seq. of the German Securities Trading Act (WpHG) and the legal consequence of the fundamental suspension of all rights arising from the shares in the event of violations of an obligation to notify pursuant to Section 44 WpHG.

Procedure for voting by proxy

Every shareholder has the right to vote at the Extraordinary General Meeting by a proxy, such as a bank, a shareholders' association or any other person of his discretion. Even in the case of a proxy, timely registration to attend the Extraordinary General Meeting and exercise voting rights as described above is required. In case a shareholder gives proxy to more than one person, the Company will only consider the proxy which it has first received and will decline any proxy received afterwards.

For full powers, not from banks, pursuant to Sec. 135 para (10) AktG in conjunction with Sec. 125 paragraph (5) AktG equivalent institutions, enterprises and shareholders' associations or other according to Sec. 135 para (8) AktG, equivalent persons granted will apply: The appointment of a proxy, its revocation and proof of authorization to the Company has to be in text form (Sec. 126b BGB). Tickets for the Extraordinary General Meeting will include an appropriate form in accordance with Sec. 48 paragraph (1) No. 5 WpHG, that can (but does not have to) be used for proxy voting. A form is also available on the Company's website (<https://investors.expedeon.com>) under the heading "Events" and the motto of "Extraordinary General Meeting" under "Extraordinary General Meeting 2019" available for download. The Company also submits a form on request free of charge.

Proof of authorization may be provided on the day of the meeting by the shareholder or the proxy at the meeting venue. Furthermore, evidence of the appointment of a proxy shall also be sent to the following address (using one of the above submission forms will suffice):

Expedeon AG
c/o Computershare Operations Center
80249 Munich

fax: +49 89 30903-74675

e-mail: anmeldestelle@computershare.de

For the authorization of banks, equivalent institutions and companies pursuant to Sec. 135 para (10) AktG in conjunction with Sec. 125 paragraph (5) AktG as well as shareholders' associations or other persons treated as such according to Sec. 135 para (8) AktG, for the revocation and proof of such appointment or revocation of the statutory provisions, particularly Sec. 135 AktG applies. Shareholders who wish to authorize a bank, a shareholders' association or another, assimilated with this person or institution will be asked to coordinate with those on the form of proxy.

In addition, the Company offers to its shareholders, to be represented in accordance with instructions given by proxies appointed by the Company in the Extraordinary General Meeting. The shareholders who wish the Company-nominated proxy appoint a proxy must also sign as mentioned above correctly to the General Meeting. The Company-nominated proxy is only authorized to exercise voting rights, unless there is a specific instruction (instruction-bound proxies). Without providing the appropriate instruction, the proxy is invalid. The proxy is required to vote in accordance with the instructions given to him. The proxies of the Company will not accept any authority to file objections against shareholder resolutions, to pursue the issue and ask questions or to file motions. On applications for which there are no resolutions proposed by the Board and / or Supervisory Board with this invitation advertised, the voting representatives of the Company accept no instructions. Information about the proxies appointed by the Company as well as the form for the appropriate attorney and voting instructions are derived from the documents that are sent to the shareholders by the Company, and are also available for download on the Company's website (<https://investors.expedeon.com>) and the motto of "Extraordinary General Meeting" under "Extraordinary General Meeting 2019.

The power of attorney and instructions to the proxies of the Company before the Extraordinary General Meeting should be received, if possible, no later than **17 December 2019, 24.00 h CET**, and must be in any case only in text form sent to the following address, fax no. or e-mail address (to use one of the above submission forms will suffice):

Expedeon AG
c/o Computershare Operations Center
80249 Munich
fax: +49 89 30903-74675
e-mail: anmeldestelle@computershare.de

For organizational reasons, the Company does not guarantee that incoming powers of attorney, revocations of powers of attorney, transfers or changes to directives received after **17 December 2019, 24.00 h CET**, at the above address, fax number or e-mail address can still be considered. But there is the possibility of authorizing the proxy of the Company, revocation of the proxy granted power of attorney, giving instructions and changes to directives on

the date of Extraordinary General Meeting until just before the vote on this at the entrance and exit control to the EGM.

To shareholders who have registered correct by and in time and are present at the Extraordinary General Meeting, we offer to entitle the Company-nominated proxy to represent them in the General Meeting to exercise their voting rights.

Information on the rights of shareholders under Secs. 122, paragraph (2), 126, paragraph (1) and 131 AktG

Shareholder proposals to amend the agenda according to Sec. 122 paragraph (2) AktG

Shareholders holding more than one twentieth of the share capital or a proportionate amount of EUR 500,000.00 may request that items be placed on the agenda and announced. Each request must be accompanied by a justification or a draft resolution. Applicants must prove that they are owner of a sufficient number of shares for the duration of the legally required minimum holding period of 90 days before the date of the receipt of the request and that they hold such shares until the decision of the management board on such request (Sec. 122, paragraph (2) sentence 1, paragraph (1), sentence 3 AktG). The right to demand transfer from a bank, financial services institution or according to Sec. 53 (1) sentence 1 or Sec. 53b section (1) sentence 1 or paragraph (7) of the Act on the banking company operating the same (Sec. 70 sentence 1 AktG) shall be deemed equivalent to ownership. The property time of a predecessor is attributed to the shareholder if he has the stock charge, purchased by his trustee, as legal successors in discussion of a community or a stock transfer under Sec. 13 of the Insurance Supervision Act or Sec. 14 of the law on building societies (Sec. 70 sentence 2 AktG). The request must be in writing to the Management Board of Expedeon AG, Waldhofer Straße 102, 69123 Heidelberg, and must reach the Company at least 30 days before the General Meeting, i.e. no later than **Monday, 18 November 2019, 24.00 h CET**.

Additions to the agenda – if they are not already acquainted with the notice – are being published immediately after the request in the Federal Gazette and are sent for publication to those media, which are assumed to disseminate the information throughout the European Union. They are also made available on the Company's website (<https://investors.expedeon.com>) under the heading "Events" and the motto of "Extraordinary General Meeting" under "Extraordinary General Meeting 2019".

Inquiries and counter proposals pursuant to Secs. 126, paragraph (1) AktG

According to Sec. 126, paragraph (1) AktG shareholder proposals, including the name of the shareholder, justifications which are to be made available and any possible statement of the administration are to be made available to the authorized persons and under the conditions in Sec. 125 paragraph (1) (3) AktG if the shareholder at least 14 days before the meeting, therefore, until **4 December 2019, 24.00 h CET**, has sent to the Company a counter proposal to a proposal of the Management Board and Supervisory Board on a specific agenda item to the

address given in the notice. A counter proposal (with justification) needs not be made available if the conditions of Sec. 126 paragraph (2) AktG apply.

Applications by shareholders must be sent to the following address, fax number or e-mail address (use one of the above forms is sufficient transmission):

Expedeon AG
Waldhofer Straße 102
69123 Heidelberg
fax: +49 6221 3540122
e-mail: gegenantraege@expedeon.com

Otherwise addressed counter proposals will not be considered. Proposals received in good time, together with justifications which are to be made available and possible statements by the administration in accordance with the laws, are provided on the Company's website (<https://investors.expedeon.com>) under the heading "Events" and the motto of "Extraordinary General Meeting" under "Extraordinary General Meeting 2019".

We point out that counter proposals that have been sent in advance to the Company in due time, will only be considered at the Extraordinary General Meeting if they are made orally in the EGM.

The right of each shareholder to provide counter proposals – even without prior and proper submission – to the Company during the Extraordinary General Meeting on the various items on the agenda remains unaffected.

Right under Sec. 131 paragraph (1) AktG

Any shareholder or shareholder representative is entitled to receive upon request from the Management Board information concerning the affairs of the Company during the General Meeting, provided that such information is required for a proper evaluation of the agenda item, and there is no legal right to refuse such information. The duty extends to the legal and business relationships with affiliated companies as well as the position of the Expedeon-Group and the companies integrated into the consolidated financial statements.

Requests for information in the Extraordinary General Meeting in principle are to be made orally during the debate. Under the provisions of Sec. 131 paragraph (3) AktG, the Management Board is authorized to refuse provision of information. According to Sec. 11 paragraph (9) of the Articles of Association, the Chairman may limit the questions and statements of the shareholders to a reasonable time.

Further explanations

Further explanations with respect to the rights of the shareholders pursuant to Secs. 122 Sec. 2, 126 Sec. 1 and 131 Sec. 1 AktG are provided on the Company's website

(<https://investors.expedeon.com>) under the heading "Events" and the motto of "Extraordinary General Meeting" under "Extraordinary General Meeting 2019".

Reference to the Company's website

Information pursuant to Sec. 124a AktG with respect to the Extraordinary General Meeting are provided on the Company's website (<https://investors.expedeon.com>) under the heading "Events" and the motto of "Extraordinary General Meeting" under "Extraordinary General Meeting 2019". After the General Meeting the voting results will be published under the same web address.

Information on data protection

Expedeon AG processes the following categories of your personal data within the framework of the Extraordinary General Meeting: Contact information (e.g. name or e-mail address), information about your shares (e.g. number of shares) and administrative data (e.g. admission ticket number). The processing of personal data within the framework of the General Meeting is based on Art. 6 para. 1 letter c of the General Data Protection Ordinance (DSGVO). It states that the processing of personal data is legally permitted if the processing is necessary to fulfil a legal obligation. Expedeon AG is legally obliged to hold the Extraordinary General Meeting of its Shareholders. In order to fulfil this obligation, the processing of the above categories of personal data is essential. You cannot register for the Extraordinary General Meeting without providing your personal data.

Expedeon AG is responsible for the data processing. The contact details of the person responsible are as follows:

Expedeon AG
Management Board
Waldhofer Straße 102
69123 Heidelberg
e-mail: investors@expedeon.com

Personal data concerning you will not be passed on to third parties. Exceptionally, third parties may also have access to this data if they have been assigned by Expedeon AG to provide services within the framework of the Extraordinary General Meeting. This applies to customary service providers for General Meetings such as AGM agencies, lawyers or auditors. The service providers receive personal data only to the extent necessary for the provision of the service.

Within the scope of the statutory right to inspect the list of participants of the Extraordinary General Meeting, other participants and shareholders may gain insight into the data recorded about them in the list of participants. Your personal data will also be published if you submit counter proposals to the agenda which must be published.

Depending on the individual case, the above data will be stored for up to 3 years (but not less than 2 years) after the end of the Extraordinary General Meeting and then deleted, unless further processing of the data is still required in individual cases for motions, decisions or legal procedures relating to the Extraordinary General Meeting.

You have the right to receive information about the personal data that has been stored about you free of charge upon request. In addition, you have the right to request the correction of incorrect data, the right to demand the restriction of the processing of data that has been processed too extensively and the right to delete personal data that has been processed unlawfully or stored for too long (insofar as there is no legal obligation to retain data and no other reasons according to Art. 17 para. 3 DSGVO are applicable). In addition, you have the right to request the transfer of all data you have provided to us in a standard file format (right for "data portability").

To exercise your rights, simply send an e-mail to: Dataprotection@expedeon.com.

You also have the right of appeal to a data protection supervisory authority.

You can contact the Company's data protection officer at the following address:

Expedeon AG
- Data Protection Officer -
c/o Expedeon Limited
25 Norman Way
Over CB24 5QE
England (U.K.)
Dataprotection@expedeon.com

Heidelberg, in November 2019
Expedeon AG
The Management Board (*Vorstand*)