

**Vote without a Meeting**

relating to the EUR 12,000,000.00 / bearer notes  
ISIN: DE000A2AA5H5 / WKN A2AA5H ("Notes")  
of Singulus Technologies AG ("Issuer")  
within the voting period beginning on  
Tuesday, 2 May 2023, 0:00 h (CEST) and  
ending Thursday, 4 May 2023, 24:00 h (CEST)  
("Vote without a Meeting")

## **Voting Form**

Any Noteholders who prove their ownership of the Notes together with their vote within the Voting Period will be entitled to participate in the Vote without a Meeting. Noteholders wishing to participate in the vote must cast their vote within the voting period from Tuesday, 2 May 2023, 0:00 h (CEST), until Thursday, 4 May 2023, 24:00 h (CEST) in text form (Section 126b German Civil Code (*Bürgerliches Gesetzbuch, BGB*)) to the scrutineer (*Abstimmungsleiter*). Votes may be cast by mail, fax or email to the following address. Votes that are not received by the scrutineer within the voting period, meaning too early or too late, will not be considered.

**Notar Dr. Olaf Gerber, LL.M.  
- Abstimmungsleiter -**  
**Singulus „Singulus-Anleihe“ / Abstimmung ohne Versammlung**  
**Grüneburgweg 149**  
**60323 Frankfurt am Main**  
**Germany**  
**Telefax: +49 (0)69 653000925**  
**Email: gerber@notare-amgrueneburgpark.de**

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(Surname, first name or company name of the Noteholder)

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(Postcode, place of residence)

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(Nominal value of Notes)

Please mark your vote below. To do so, please check the appropriate box next to the proposed resolution.

Your vote relates to the Issuer's proposed resolutions regarding the subjects of resolution I. and II. published in the Federal Gazette (*Bundesanzeiger*) since 17 April 2023.

If you check a box next to a proposed resolution, you fully agree, fully reject or abstain from voting on the Issuer's proposed resolution. In this vote, only one box may be checked for each resolution. A double or multiple mark within a resolution will be deemed invalid. If you do not vote on a resolution, this will count as an abstention.

RESOLUTIONS	Approval	Rejection	Abstention
I. Ergänzung der Anleihebedingungen um einen § 9 (f) ( <i>Extension of the Terms and Conditions of the Notes by a § 9 (f)</i> )			
<p><b>Issuer's proposed resolution:</b></p> <p>§ 9 der Anleihebedingungen wird um folgenden neuen Absatz (f) ergänzt:</p> <p>"(f) Die Anleihegläubiger verzichten bis zum Ablauf von 15 Monaten nach dem Veröffentlichungstag II (wie nachfolgend definiert) (der <b>Verzichtszeitraum JA</b>) auf sämtliche Kündigungsrechte, insbesondere solche nach § 9 (a) (iii) in Verbindung mit § 8 (e) und (f), die sich aus einer verspäteten Vorlage oder Veröffentlichung (testierter) Jahresabschlüsse ergeben. Die Anleihegläubiger sind während des Verzichtszeitraums JA nicht berechtigt, die jeweils von ihnen gehaltenen Schuldverschreibungen wegen einer verspäteten Vorlage oder Veröffentlichung (testierter) Jahresabschlüsse zur Rückzahlung fällig zu stellen und deren sofortige Tilgung zum Vorzeitigen Rückzahlungsbetrag zuzüglich aufgelaufener Zinsen zu verlangen. <b>Veröffentlichungstag II</b> ist der Tag, an dem der befürwortende Beschluss der Anleihegläubiger über die Aufnahme dieses § 9 (f) in diese Anleihebedingungen im (elektronischen) Bundesanzeiger veröffentlicht wird. Für die Berechnung des Verzichtszeitraums JA gelten die §§ 187 ff. des Bürgerlichen Gesetzbuchs (BGB) entsprechend."</p> <p><b>Non-binding English convenience translation:</b></p> <p>The following new paragraph (f) will be added to § 9 of the Terms and Conditions of the Notes:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>"(f) <i>The Noteholders waive all termination rights, in particular those pursuant to § 9 (a) (iii) in conjunction with § 8 (e) and (f), arising from a delayed submission or publication of (audited) annual financial statements until the expiry of 15 months after the Publication Date II (as defined below) (the <b>Waiver Period FS</b>). During the Waiver Period FS, the Noteholders shall not be entitled to declare the Notes held by them due or demand their immediate redemption at the Early Redemption Amount plus accrued interest due to a delayed submission or publication of (audited) annual financial statements. The <b>Publication Date II</b> is the date on which the resolution of the Noteholders approving the addition of this § 9 (f) to these Terms and Conditions is published in the (electronic) Federal Gazette (Bundesanzeiger). For the determination of the Waiver Period FS, Sections 187 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, BGB) shall apply mutatis mutandis.</i>"</p>			
<b>II. Änderung von § 2 (b) und § 8 (a) (vii) der Anleihebedingungen (Amendment of § 2 (b) and § 8 (a) (vii) of the Terms and Conditions of the Notes)</b>			
<p><b>Issuer's proposed resolution:</b></p> <p>In § 2 (b) der Anleihebedingungen wird in der Aufzählung in Satz 2 (beginnend mit "Diese Verpflichtung gilt jedoch nicht:") Ziffer. (vii) geändert und wie folgt neu gefasst:</p> <p style="padding-left: 40px;">"(vii) <i>für Sicherheiten, die für Finanzverbindlichkeiten nach § 8(a)(vii) oder § 8(a)(ix) bestellt werden.</i>"</p> <p><b>und</b></p> <p>§ 8 (a) (vii) der Anleihebedingungen wird geändert und wie folgt neu gefasst:</p> <p style="padding-left: 40px;">"(vii) <i>Finanzverbindlichkeiten zum Zweck der Refinanzierung dieser Schuldverschreibung;</i>"</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Non-binding English convenience translation:**

In § 2 (b) of the Terms and Conditions of the Notes, in the enumeration in the second sentence (beginning with "However, this obligation shall not apply:"), para. (vii) is amended and restated as follows:

*"(vii) to collateral provided for financial liabilities pursuant to § 8(a)(vii) or § 8(a)(ix)."*

**and**

§ 8(a) (vii) of the Terms and Conditions of the Notes is amended and restated as follows:

*"(vii) Financial liabilities for the purpose of refinancing this bond;"*

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(Place / Date / Signature(s) or completion of the declaration within the meaning of Sec. 126b German Civil Code (*Bürgerliches Gesetzbuch, BGB*))

## **Data Privacy Policy**

Regulation (EU) 2016/679 (GDPR) applies to the processing of your personal data. The Issuer takes the protection of its Noteholders' personal data and its processing in accordance with the law very seriously. Below we provide you with information on the processing of your personal data. The Issuer processes the following categories of data from you for the purpose of managing the Notes and the upcoming vote: Contact details, number and total nominal amount of Notes you hold, information on your custodian bank, custody account number; if applicable, data on a representative you have appointed. The Issuer processes these data exclusively in order to fulfil the contracts relating to the debt security (Article 6 (1) (b) GDPR) and in order to comply with statutory obligations (e.g. under the German Act on Notes (*Schuldverschreibungsgesetz – SchVG*)). We store your data as long as this is required by statutory provisions (from tax law and the German Act on Notes). Your above-mentioned data will be received by Dr Olaf Gerber, notary, on our behalf and, if necessary, forwarded to the Issuer as well as other service providers, lawyers and tax advisors who will assist the Issuer in organising the upcoming vote. The Issuer is responsible for processing your personal data. You can contact us if you would like information about the stored data, if you would like to assert another right as a data subject (e.g. rectification, erasure, restriction of processing or data provision) or if you would like to object to the continued use of your data. For further information on data processing by the Issuer, including your data protection rights and how to contact us, please refer to our detailed Data Privacy Policy at <https://www.singulus.com/data-security/>, sections 1 to 3, 10, 21 and 22.