



**Invitation to the Annual General Meeting  
on June 24, 2025 in Gießen**

PVA TePla AG, Wettenberg

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The shareholders of our company are hereby invited to the Annual General Meeting to be held on Tuesday, June 24, 2025, at 10:00 a.m. (admission from 9:00 a.m.) at the Kongresshalle Gießen, Südanlage 3, 35390 Gießen. All members of the Supervisory Board and the Executive Board intend to attend the entire Annual General Meeting.

## **I. Agenda**

- 1. Presentation of the adopted annual financial statements and the approved consolidated financial statements as at December 31, 2024, together with the combined (Group) management report for the 2024 fiscal year and the report of the Supervisory Board for the fiscal year ended December 31, 2024, the Executive Board's proposal for the appropriation of net retained profits and the explanatory report on the disclosures pursuant to Sections 289a (1) and 315a (1) of the German Commercial Code (HGB)**

The above documents can be viewed on the Internet from the day on which the Annual General Meeting is convened at

<https://www.pvatepla.com/investor-relations/annual-general-meeting>

The documents will also be accessible there during the Annual General Meeting and will be available for inspection at the Annual General Meeting.

In accordance with statutory provisions, no resolution is planned for agenda item 1, as the Supervisory Board has already approved the annual financial statements and the consolidated financial statements prepared by the Management Board. The annual financial statements are therefore adopted in accordance with Section 172 (1) AktG.

- 2. Resolution on the appropriation of the net retained profits**

The Executive Board and Supervisory Board propose that the net retained profits of EUR 94,169,900.60 for the 2024 fiscal year reported in the company's adopted annual financial statements as at December 31, 2024 be carried forward in full to new account.

- 3. Resolution on the discharge of the members of the Executive Board for the 2024 fiscal year**

The Management Board and Supervisory Board propose that the actions of the members of the Management Board who were in office in the 2024 fiscal year be ratified for this fiscal year.

- 4. Resolution on the discharge of the members of the Supervisory Board for the 2024 fiscal year**

The Management Board and Supervisory Board propose that the actions of the members of the Supervisory Board who held office in the 2024 fiscal year be ratified for this fiscal year.

**5. Appointment of the auditor and the Group auditor for the 2025 fiscal year and, in the event of a review, the auditor for interim financial reports for the 2025 fiscal year and for the first quarter of the 2026 fiscal year**

On the recommendation of its Audit Committee, the Supervisory Board proposes that PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, be appointed as the company's auditor and Group auditor for the 2025 fiscal year and – if one is appointed – for the review of the interim financial reports for the 2025 fiscal year and for the first quarter of the 2026 fiscal year.

The Audit Committee has declared that its recommendation is free from undue influence by third parties and that no clause restricting the selection options within the meaning of Art. 16 (6) of the EU Statutory Audit Regulation (Regulation (EU) No. 537/2014 of the European Parliament and of the Council of April 16, 2014 on specific requirements regarding statutory audit of public-interest entities and repealing Commission Decision 2005/909/EC) has been imposed on it.

**6. Election of the auditor for the sustainability reporting for the 2025 fiscal year**

The appointment of the auditor of the sustainability report by the Annual General Meeting takes place as a precautionary measure against the background of Directive (EU) 2022/2464 of the European Parliament and of the Council of December 14, 2022 amending Regulation (EU) No. 537/2014 and Directives 2004/109/EC, 2006/43/EC and 2013/34/EU with regard to corporate sustainability reporting, which must be transposed into national law.

On the recommendation of its Audit Committee, the Supervisory Board proposes that PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, be appointed as the auditor of the Sustainability Report for the 2025 fiscal year for the company and the Group.

**7. Election of Supervisory Board members**

The Supervisory Board of PVA TePla AG consists of four members in accordance with Sections 95 sentence 2, 96 (1), 101 (1) AktG and Section 11 (1) of the Articles of Association of PVA TePla AG. All Supervisory Board members are elected by the Annual General Meeting as shareholder representatives. The Annual General Meeting is not bound by election proposals.

The term of office of Prof. Dr. Gernot Hebestreit ends at the end of the Annual General Meeting on June 24, 2025. A new member must therefore be elected by the Annual General Meeting. In addition, the term of office of Ingrid De Wolf, who was appointed by the local court on April 23, 2025 as the fourth member of the Supervisory Board for the period until the end of the Annual General Meeting, will end.

The Supervisory Board proposes that Mr. Rudolf Weichert and Ms. Ingrid De Wolf be elected as members of the Supervisory Board with effect from the end of the 2025 Annual General Meeting until the end of the Annual General Meeting that resolves on their discharge for the 2027 fiscal year.

#### **7.1. Mr. Rudolf Weichert, Manager, Erkrath, Germany**

No memberships in other statutory supervisory boards.

Memberships in comparable domestic and foreign supervisory bodies of commercial enterprises:

- Stock Exchange Council Düsseldorf Stock Exchange

#### **7.2. Ms. Ingrid De Wolf, materials scientist, Jodoigne, Belgium**

No memberships in other statutory supervisory boards.

No memberships in comparable domestic or foreign supervisory bodies of commercial enterprises

The elections are to be held by way of individual voting.

The above election proposals take into account the statutory requirements and the objectives adopted by the Supervisory Board for its composition and fulfill the competence profile adopted by the Supervisory Board as well as the diversity concept for the entire Board.

The Supervisory Board has satisfied itself that the proposed candidates are able to devote the expected amount of time required for the mandate. In the opinion of the Supervisory Board, the persons proposed for election have no personal or business relationships with the company or its Group companies, the executive bodies of the company or a shareholder with a material interest in the company that would have to be disclosed in accordance with Section C.13 of the German Corporate Governance Code in the version dated April 28, 2022.

In the opinion of the Supervisory Board, the persons proposed for election are also independent of the Management Board and the company within the meaning of the German Corporate Governance Code in the version dated April 28, 2022. The company has no controlling shareholder.

The CVs of the candidates (including the information pursuant to Section 125 (1) sentence 5 AktG) can be found following this agenda under Section II (Information and reports to the Annual General Meeting) "Information on agenda item 7" and from the time the Annual General Meeting is convened and during the Annual General Meeting on the Internet

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

**8. Resolution on the approval of the remuneration report for the 2024 fiscal year prepared and audited in accordance with Section 162 AktG**

In accordance with Section 162 AktG, the Management Board and Supervisory Board must prepare a remuneration report, which must be submitted to the Annual General Meeting for approval in accordance with Section 120a (4) AktG. The remuneration report for the 2024 fiscal year was audited by PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, in accordance with Section 162 para. 3 AktG to determine whether the legally required disclosures pursuant to Section 162 para. 1 and para. 2 AktG were made. The report on the audit of the remuneration report in accordance with Section 162 para. 3 sentence 3 AktG is attached to the remuneration report. The decision of the Annual General Meeting on the approval of the remuneration report is of a recommendatory nature. The remuneration report and the auditor's report are available from the time the Annual General Meeting is convened on the company's website at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

The remuneration report will also be available there during the Annual General Meeting.

The Management Board and Supervisory Board propose that the remuneration report of PVA TePla AG for the 2024 fiscal year, prepared and audited in accordance with Section 162 AktG, be approved.

**9. Resolution on a new authorization for the Management Board to provide for the holding of a virtual Annual General Meeting and corresponding amendment to the Articles of Association**

The Annual General Meeting on June 28, 2023 authorized the Management Board to provide for the Annual General Meeting to be held without the physical presence of shareholders or their proxies at the venue of the Annual General Meeting (virtual Annual General Meeting). The corresponding provision in Section 15 (5) of the Articles of Association was entered in the company's commercial register on July 25, 2023. The authorization applies to Annual General Meetings held within two years of registration. It therefore expires on July 25, 2025.

Even though the two previous Annual General Meetings of PVA TePla AG were held as in-person Annual General Meetings, the Management Board and Supervisory Board believe it makes sense to continue to have flexibility with regard to the format of the Annual General Meeting. In particular, it must also be possible in cases of a pandemic or other emergency situations in which an Annual General Meeting cannot be held in person or only with disproportionate difficulty to bring about necessary resolutions at the Annual General Meeting, such as on the appropriation of profits and distribution of a dividend, as well as other resolutions that are in the interests of the company and its shareholders. In order to enable a decision to be made in individual cases that is appropriate and in the interests of the company, the intention is to once again authorize

the Management Board by means of a provision in the Articles of Association to decide when convening an Annual General Meeting whether it should be held as a virtual meeting or in person.

The new authorization is not intended to exhaust the maximum possible term of five years provided for by law for the holding of virtual Annual General Meetings, but will only apply for a period of two years after registration of the amendment to the Articles of Association. During the term of the authorization, the Management Board will decide anew for each Annual General Meeting whether and in what specific form it should be convened as a virtual Annual General Meeting. The relevant specific circumstances of each individual case will be taken into account, and the Management Board will make its decision at its due discretion for the benefit of the company and the shareholders. In doing so, the Management Board will take into account the protection of shareholders' rights, in particular the shareholders' right to ask questions, costs, effort, sustainability considerations and, if applicable, aspects of health protection in its decision. In addition, the Management Board should only make any decision to hold a virtual Annual General Meeting – even if not required by law – with the approval of the Supervisory Board.

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

§ Article 15 paragraph (5) of the Articles of Association is revised as follows:

"(5) The Management Board is authorized, with the approval of the Supervisory Board, for a period of two years from the entry of the amendment to the Articles of Association resolved by the Annual General Meeting on June 24, 2025 to revise this paragraph (5) in the company's commercial register, to provide for the Annual General Meeting to be held without the physical presence of shareholders or their proxies at the venue of the Annual General Meeting (virtual Annual General Meeting)."

#### **10. Resolution on the approval of a domination agreement between PVA TePla AG and desconpro engineering GmbH**

On May 8, 2025, PVA TePla AG, headquartered in Wetzlar and registered in the commercial register of the Local Court of Gießen under HRB 6845, concluded a domination agreement with desconpro engineering GmbH, headquartered in Hüttlingen and registered in the commercial register of the Local Court of Ulm under HRB 501496. The Supervisory Board of PVA TePla AG approved the conclusion of the domination agreement in accordance with Section 10 (2) of the Articles of Association of PVA TePla AG in conjunction with Section 10 (1) b). § Section 10 (1) lit. b) of the Rules of Procedure for the Management Board of PVA TePla AG on May 8, 2025. The domination agreement requires the approval of the Annual General Meeting of PVA TePla AG and the shareholders' meeting of desconpro engineering GmbH to become effective. The shareholders' meeting of desconpro engineering GmbH approved the domination agreement on May 8, 2025.

An audit of the domination agreement by a contract auditor is not necessary as all shares in desconpro engineering GmbH are held by PVA TePla AG.

The Management Board of PVA TePla AG and the management of desconpro engineering GmbH have prepared a joint report in accordance with Section 293a AktG. From the day on which the Annual General Meeting is convened, the report pursuant to Section 293a AktG and the other documents to be published pursuant to Section 293f (1) AktG will be available at <https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>. The aforementioned documents will also be available at this link during the Annual General Meeting and will be available for inspection at the Annual General Meeting.

The Management Board and Supervisory Board propose

to approve the conclusion of the domination agreement dated May 8, 2025 between desconpro engineering GmbH as the controlled company and PVA TePla AG as the controlling company.

The domination agreement contains the following wording:

Domination agreement

between

PVA TePla AG, Im Westpark 10-12, 35435 Wettenberg, represented by its Management Board,

- hereinafter referred to as "PVA TePla" -

and

desconpro engineering GmbH, Max-Eyth-Str. 8, 73460 Hüttlingen, represented by its management

- hereinafter referred to as "DESCONPRO".

## Shareholding structure

- (1) PVA TePla is the sole shareholder of DESCONPRO. DESCONPRO has no outside shareholders within the meaning of Section 304 (1) AktG.
- (2) A profit and loss transfer agreement is concluded between PVA TePla and DESCONPRO at the same time.
- (3) This control agreement is concluded separately from the aforementioned profit transfer agreement.

## § 2

### Management

- (2) DESCONPRO subordinates the management of its company to PVA TePla. Accordingly, PVA TePla is entitled to issue instructions to the management of DESCONPRO for the management of the company, whether of a general nature or relating to specific individual cases. § Section 308 AktG applies accordingly in its currently valid version. PVA TePla exercises its right to issue instructions through its Management Board.
- (3) DESCONPRO will follow the instructions of PVA TePla.

## § 3

### Duration

- (1) The agreement between PVA Tepla and DESCONPRO shall become effective upon its entry in the commercial register of DESCONPRO, but no earlier than January 1, 2026.
- (2) This contract is concluded for an indefinite period. It can be terminated in writing with a notice period of six months.

- (3) The right to terminate for good cause without observing a notice period remains unaffected. PVA TePla is entitled to terminate for good cause in particular if it sells its interest in DESCONPRO or if one of the cases regulated in R 14.5 (6) sentence 2 KStR 2022 or an administrative instruction replacing it applies.
- (4) If the agreement ends, PVA TePla must provide security to the creditors of DESCONPRO in accordance with Section 303 AktG.

§ 4  
Consents

The effectiveness of this agreement is subject to approval by the General Meeting of PVA TePla and the shareholders' meeting of DESCONPRO.

§ 5  
Miscellaneous

The invalidity or unenforceability of one or more provisions of this agreement shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or alternatively replaced by a provision that ensures, in particular, the tax recognition of this Domination Agreement.

## **11. Resolution on the approval of a profit transfer agreement between PVA TePla AG and desconpro engineering GmbH**

On May 8, 2025, PVA TePla AG, headquartered in Wetttemberg and registered in the commercial register of the Local Court of Gießen under HRB 6845, concluded a profit transfer agreement with desconpro engineering GmbH, headquartered in Hüttlingen and registered in the commercial register of the Local Court of Ulm under HRB 501496. The Supervisory Board of PVA TePla AG approved the conclusion of the profit transfer agreement in accordance with Section 10 (2) of the Articles of Association of PVA Tepla AG in conjunction with Section 10 (1) b). § Section 10 (1) lit. b) of the Rules of Procedure for the Management Board of PVA TePla AG on May 8, 2025. The profit transfer agreement requires the approval of the Annual General Meeting of PVA TePla AG and the shareholders' meeting of desconpro engineering GmbH to become effective. The shareholders' meeting of desconpro engineering GmbH approved the profit transfer agreement on May 8, 2025.

An audit of the profit transfer agreement by a contract auditor is not necessary, as all shares in desconpro engineering GmbH are held by PVA TePla AG.

The Management Board of PVA TePla AG and the management of desconpro engineering GmbH have prepared a joint report in accordance with Section 293a AktG. From the day on which the Annual General Meeting is convened, the report pursuant to Section 293a AktG and the other documents to be published pursuant to Section 293f (1) AktG are available at <https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>. The aforementioned documents will also be available at this link during the Annual General Meeting and will be available for inspection at the Annual General Meeting.

The Management Board and Supervisory Board propose

to approve the conclusion of the profit transfer agreement dated May 8, 2025 between desconpro engineering GmbH as the controlled company and PVA TePla AG as the controlling company.

The profit transfer agreement contains the following wording:

### Profit transfer agreement

between

PVA TePla AG, Im Westpark 10-12, 35435 Wetttemberg, represented by its Management Board,

- hereinafter referred to as "PVA TePla" -

and

desconpro engineering GmbH, Max-Eyth-Str. 8, 73460 Hüttlingen, represented by its management

- hereinafter referred to as "DESCONPRO".

## § 1

### Shareholding structure

PVA TePla is the sole shareholder of DESCONPRO. DESCONPRO has no outside shareholders within the meaning of Section 304 (1) AktG.

## § 2

### Profit transfer

- (1) DESCONPRO undertakes to transfer its entire profit to PVA TePla. Profit in this sense is the net profit for the year that would have been reported by DESCONPRO without the profit transfer, less any loss carried forward from the previous year. § Section 2 (2) remains unaffected.
- (2) With the consent of PVA TePla, DESCONPRO may transfer amounts from the profit defined in Section 2 (1) to other revenue reserves (Section 272 (3) HGB), insofar as this is permissible under commercial law and economically justified on the basis of a reasonable commercial assessment. If, during the term of this agreement, amounts have been allocated to other revenue reserves at DESCONPRO in accordance with Section 272 (3) HGB, these can - insofar as legally permissible - be transferred as profit at the request of PVA TePla after reversal. The transfer of other reserves, profit carryforwards and

reserves from the period prior to the commencement of this agreement at DESCONPRO is not permitted. The same applies to capital reserves, regardless of whether they were formed before or after this agreement came into force. The provisions of Section 301 of the German Stock Corporation Act (AktG) apply accordingly in the respective valid version.

### § 3

#### Loss absorption

The provisions of Section 302 of the German Stock Corporation Act (AktG) apply accordingly in their respective valid version.

### § 4

#### Duration

- (1) The agreement between PVA Tepla and DESCONPRO shall become effective upon its entry in the commercial register of DESCONPRO. However, it shall apply for the first time for the fiscal year of DESCONPRO, which begins on January 1, 2026.
- (2) The contract is valid for an indefinite period. It can only be terminated by giving six months' notice to the end of the fiscal year of DESCONPRO, but at the earliest to the end of the fiscal year after which the corporate and trade tax group to be established by this agreement has fulfilled its minimum tax term (according to the current legal situation, five years; Section 14 (1) sentence 1 no. 3 in conjunction with Section 17 KStG. § Section 17 KStG, Section 2 (2) sentence 2 GewStG).
- (3) The right to terminate for good cause without observing a notice period remains unaffected. PVA TePla is entitled to terminate for good cause in particular if it sells its interest in DESCONPRO or if one of the cases regulated in R 14.5 (6) sentence 2 KStR 2022 or an administrative instruction replacing it applies.
- (4) If the agreement ends, PVA TePla must provide security to the creditors of DESCONPRO in accordance with Section 303 AktG.

## § 5

### Approvals

The effectiveness of this agreement is subject to approval by the General Meeting of PVA TePla and the shareholders' meeting of DESCONPRO.

## § 6

### Miscellaneous

The invalidity or unenforceability of one or more provisions of this agreement shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or alternatively replaced by a provision that ensures, in particular, the tax recognition of this profit and loss transfer agreement.

## **12. Resolution on the approval of a domination agreement between PVA TePla AG and PVA Industrial Vacuum Systems GmbH**

PVA TePla AG, headquartered in Wetttenberg and registered in the commercial register of the Local Court of Giessen under HRB 6845, concluded a domination agreement with PVA Industrial Vacuum Systems GmbH, headquartered in Wetttenberg and registered in the commercial register of the Local Court of Giessen under HRB 8238, on May 8, 2025. The Supervisory Board of PVA TePla AG approved the conclusion of the domination agreement in accordance with Section 10 (2) of the Articles of Association of PVA Tepla AG in conjunction with Section 10 (1) lit. b). § Section 10 (1) lit. b) of the Rules of Procedure for the Management Board of PVA TePla AG on May 8, 2025. The domination agreement requires the approval of the Annual General Meeting of PVA TePla AG and the shareholders' meeting of PVA Industrial Vacuum Systems GmbH to become effective. The shareholders' meeting of PVA Industrial Vacuum Systems GmbH the domination agreement on May 8, 2025.

An audit of the control agreement by a contract auditor is not necessary as all shares in PVA Industrial Vacuum Systems GmbH are held by PVA TePla AG.

The Management Board of PVA TePla AG and the management of PVA Industrial Vacuum Systems GmbH have prepared a joint report in accordance with Section 293a AktG. From the day on which the Annual General Meeting is convened, the report pursuant to Section 293a AktG and the other documents to be published pursuant to Section 293f (1) AktG will be available at <https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>. The aforementioned documents will also be available at this link during the Annual General Meeting and will be available for inspection at the Annual General Meeting.

The Management Board and Supervisory Board propose

to approve the conclusion of the domination agreement dated May 8, 2025 between PVA Industrial Vacuum Systems GmbH as the controlled company and PVA TePla AG as the controlling company.

The domination agreement contains the following wording:

### Domination agreement

between

PVA TePla AG, Im Westpark 10-12, 35435 Wetttenberg, represented by its Management Board,

- hereinafter referred to as "PVA TePla" -

and

PVA Industrial Vacuum Systems GmbH, Im Westpark 10 - 12, 35435 Wettenberg, represented by its management

- hereinafter referred to as "PVA IVS".

## § 1

### Shareholding structure

PVA TePla is the sole shareholder of PVA IVS. PVA IVS has no outside shareholders within the meaning of Section 304 (1) AktG.

There is already a profit and loss transfer agreement between PVA TePla and PVA IVS in the version dated May 4, 2023.

This control agreement is concluded separately from the existing profit and loss transfer agreement.

## § 2

### Management

- (1) PVA IVS now places the management of its company under the control of PVA TePla. Accordingly, PVA TePla is entitled to issue instructions to the management of PVA IVS for the management of the company, whether these are of a general nature or relate to specific individual cases. § Section 308 of the German Stock Corporation Act shall apply accordingly in its currently valid version. PVA TePla exercises its right to issue instructions through its Management Board.
- (2) PVA IVS will follow the instructions of PVA TePla.

### § 3

#### Duration

- (1) The Agreement between PVA Tepla and PVA IVS shall become effective upon its entry in the commercial register of PVA IVS.
- (2) This contract is concluded for an indefinite period. It may be terminated in writing with six months' notice.
- (3) The right to terminate for good cause without observing a notice period remains unaffected. PVA TePla is entitled to terminate for good cause in particular if it sells its interest in PVA IVS or if one of the cases regulated in R 14.5 (6) sentence 2 KStR 2022 or an administrative instruction replacing it applies.
- (4) If the agreement ends, PVA TePla must provide security to the creditors of PVA IVS in accordance with Section 303 AktG

### § 4

#### Consents

The effectiveness of this agreement is subject to approval by the Annual General Meeting of PVA TePla and the shareholders' meeting of PVA IVS.

### § 5

#### Miscellaneous

The invalidity or unenforceability of one or more provisions of this agreement shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or alternatively replaced by a provision that ensures, in particular, the tax recognition of this Domination Agreement.

### **13. Resolution on the approval of a profit transfer agreement between PVA TePla AG and DIVE imaging systems GmbH**

PVA TePla AG, headquartered in Wetttenberg, registered in the commercial register of the Local Court of Gießen under HRB 6845, concluded a profit transfer agreement with DIVE imaging systems GmbH, headquartered in Radeberg, registered in the commercial register of the Local Court of Dresden under HRB 43717, on May 8, 2025. The Supervisory Board of PVA TePla AG approved the conclusion of the profit transfer agreement in accordance with Section 10 (2) of the Articles of Association of PVA Tepla AG in conjunction with Section 10 (1) b). § Section 10 (1) lit. b) of the Rules of Procedure for the Management Board of PVA TePla AG on May 8, 2025. The profit transfer agreement requires the approval of the Annual General Meeting of PVA TePla AG and the shareholders' meeting of DIVE imaging systems GmbH to become effective. The shareholders' meeting of DIVE imaging systems GmbH the profit transfer agreement on May 8, 2025.

An audit of the profit transfer agreement by a contract auditor is not necessary, as all shares in DIVE imaging systems GmbH are held by PVA TePla AG.

The Management Board of PVA TePla AG and the management of DIVE imaging systems GmbH have prepared a joint report in accordance with Section 293a AktG. From the day on which the Annual General Meeting is convened, the report pursuant to Section 293a AktG and the other documents to be published pursuant to Section 293f (1) AktG will be available at <https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>. The aforementioned documents will also be available at this link during the Annual General Meeting and will be available for inspection at the Annual General Meeting.

The Management Board and Supervisory Board propose

to approve the conclusion of the profit transfer agreement dated May 8, 2025 between DIVE imaging systems GmbH as the controlled company and PVA TePla AG as the controlling company.

The profit transfer agreement contains the following wording:

#### Profit transfer agreement

between

PVA TePla AG, Im Westpark 10-12, 35435 Wetttenberg, represented by its Management Board,

- hereinafter referred to as "PVA TePla" -

and

DIVE imaging systems GmbH, Forststraße 1, 01454 Radeberg, represented by its management

- hereinafter referred to as "DIVE".

## § 1

### Shareholding structure

PVA TePla is the sole shareholder of DIVE. DIVE has no outside shareholders within the meaning of Section 304 (1) AktG.

## § 2

### Profit transfer

- (1) DIVE undertakes to transfer its entire profit to PVA TePla. Profit in this sense is the net profit for the year that would have been reported by DIVE without the profit transfer, less any loss carried forward from the previous year. § Section 2 (2) remains unaffected.
- (2) With the consent of PVA TePla, DIVE may transfer amounts from the profit defined in Section 2 (1) to other revenue reserves (Section 272 (3) HGB), insofar as this is permissible under commercial law and economically justified on the basis of a reasonable commercial assessment. If, during the term of this agreement, amounts have been allocated to other revenue reserves at DIVE in accordance with Section 272 (3) HGB, these can - insofar as legally permissible - be transferred as profit at the request of PVA TePla after reversal. The transfer of other reserves, profit carryforwards and reserves that originate from the time before the commencement of this agreement at DIVE is not permitted. The same applies to capital reserves, regardless of whether they were formed before or after this agreement came into force. The provisions of Section 301 of the German Stock Corporation Act (AktG) apply accordingly in the respective valid version.

### § 3

#### Loss absorption

The provisions of Section 302 of the German Stock Corporation Act (AktG) apply accordingly in their respective valid version.

### § 4

#### Duration

- (1) The agreement between PVA Tepla and DIVE shall become effective upon its entry in the commercial register of DIVE. However, it shall apply for the first time for the fiscal year of DIVE, which begins on January 1, 2026.
- (2) The agreement is valid for an indefinite period. It can only be terminated with a notice period of six months to the end of the fiscal year of DIVE, but at the earliest to the end of the fiscal year after which the corporate and trade tax group to be established by this agreement has fulfilled its minimum term for tax purposes (according to the current legal situation, five years; Section 14 (1) sentence 1 no. 3 in conjunction with Section 17 of the German Corporation Tax Act (KStG). § Section 17 KStG, Section 2 (2) sentence 2 GewStG).
- (3) The right to terminate for good cause without observing a notice period remains unaffected. PVA TePla is entitled to terminate for good cause in particular if it sells its interest in DIVE or if one of the cases regulated in R 14.5 para. 6 sentence 2 KStR 2022 or an administrative instruction replacing it applies.
- (4) If the agreement ends, PVA TePla must provide security to the creditors of DIVE in accordance with Section 303 AktG.

§ 5  
Approvals

The effectiveness of this agreement is subject to approval by the Annual General Meeting of PVA TePla and the shareholders' meeting of DIVE.

§ 6  
Miscellaneous

The invalidity or unenforceability of one or more provisions of this agreement shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or alternatively replaced by a provision that ensures, in particular, the tax recognition of this profit and loss transfer agreement.

#### **14. Resolution on the approval of a domination agreement between PVA TePla AG and DIVE imaging systems GmbH**

PVA TePla AG, headquartered in Wetttemberg, registered in the commercial register of the local court of Gießen under HRB 6845, concluded a domination agreement with DIVE imaging systems GmbH, headquartered in Radeberg, registered in the commercial register of the local court of Dresden under HRB 43717, on May 8, 2025. The Supervisory Board of PVA TePla AG approved the conclusion of the domination agreement in accordance with Section 10 (2) of the Articles of Association of PVA Tepla AG in conjunction with Section 10 (1) b). § Section 10 (1) lit. b) of the Rules of Procedure for the Management Board of PVA TePla AG on May 8, 2025. The domination agreement requires the approval of the Annual General Meeting of PVA TePla AG and the shareholders' meeting of DIVE imaging systems GmbH to become effective. The shareholders' meeting of DIVE imaging systems GmbH approved the domination agreement on May 8, 2025.

An audit of the control agreement by a contract auditor is not necessary as all shares in DIVE imaging systems GmbH are held by PVA TePla AG.

The Management Board of PVA TePla AG and the management of DIVE imaging systems GmbH have prepared a joint report in accordance with Section 293a AktG. From the day on which the Annual General Meeting is convened, the report pursuant to Section 293a AktG and the other documents to be published pursuant to Section 293f (1) AktG will be available at <https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>. The aforementioned documents will also be available at this link during the Annual General Meeting and will be available for inspection at the Annual General Meeting.

The Management Board and Supervisory Board propose

to approve the conclusion of the domination agreement dated May 8, 2025 between DIVE imaging systems GmbH as the controlled company and PVA TePla AG as the controlling company.

The domination agreement contains the following wording:

#### Domination agreement

between

PVA TePla AG, Im Westpark 10-12, 35435 Wetttemberg, represented by its Management Board,

- hereinafter referred to as "PVA TePla" -

and

DIVE imaging systems GmbH, Max-Eyth-Str. 8, 73460 Hüttlingen, represented by its management

- hereinafter referred to as "DIVE".

## § 1

### Shareholding structure

- (1) PVA TePla is the sole shareholder of DIVE. DIVE has no outside shareholders within the meaning of Section 304 (1) AktG.
- (2) A profit and loss transfer agreement is concluded between PVA TePla and DIVE at the same time.
- (3) This control agreement is concluded separately from the aforementioned profit and loss transfer agreement.

## § 2

### Management

- (2) DIVE places the management of its company under the control of PVA TePla. Accordingly, PVA TePla is entitled to issue instructions to the management of DIVE for the management of the company, whether of a general nature or relating to specific individual cases. § Section 308 AktG applies accordingly in its currently valid version. PVA TePla exercises its right to issue instructions through its Management Board.
- (3) DIVE will follow the instructions of PVA TePla.

### § 3

#### Duration

- (1) The agreement between PVA Tepla and DIVE shall become effective upon its entry in the commercial register of DIVE, but no earlier than January 1, 2026.
- (2) This contract is concluded for an indefinite period. It may be terminated in writing with six months' notice.
- (3) The right to terminate for good cause without observing a notice period remains unaffected. PVA TePla is entitled to terminate for good cause in particular if it sells its interest in DIVE or if one of the cases regulated in R 14.5 (6) sentence 2 KStR 2022 or an administrative instruction replacing it applies.
- (4) If the agreement ends, PVA TePla must provide security to the creditors of DIVE in accordance with Section 303 AktG.

### § 4

#### Consents

The effectiveness of this agreement is subject to approval by the Annual General Meeting of PVA TePla and the shareholders' meeting of DIVE.

### § 5

#### Miscellaneous

The invalidity or unenforceability of one or more provisions of this agreement shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced or alternatively replaced by a provision that ensures, in particular, the tax recognition of this Domination Agreement.

## II. Information and reports to the Annual General Meeting

### Information on agenda item 7

#### Election of Supervisory Board members

In addition to agenda item 7, the CVs and further information on the candidates proposed for election to the Supervisory Board are set out below. The CVs are also available at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

#### Re 7.

Election of Mr. Rudolf Weichert

##### Personal data:

Year of birth:	1963
Gender:	male
Nationality:	German
First appointment:	not yet appointed
Appointed until:	not yet appointed
Planned term until:	2028

**Current position:** Member of the Board of Management of INDUS Holding AG

##### Professional career

Since 2012	Member of the Board of Management of INDUS Holding AG, Bergisch-Gladbach
2006 - 2012	Partner KPMG AG Wirtschaftsprüfungsgesellschaft, Düsseldorf
2004 - 2006	Expatriate Partner KPMG LLP, Detroit, Michigan, USA
1992-2004	Employee and from 1996 tax consultant and from 1998 auditor, initially at Peat Marwick GmbH, Düsseldorf, Treuhandanstalt Berlin and Leipzig, later at KPMG AG, Düsseldorf.

##### Education

1998 Appointment as auditor

1996 Appointment as tax consultant

1990 Degree in Economics, University of Cologne, Departments: Industrial Management, Business Informatics, Corporate Accounting and Auditing)

### Memberships in statutory supervisory boards and comparable bodies:

- Stock Exchange Council Düsseldorf Stock Exchange

### Relevant knowledge, skills and experience

Due to his activities, Mr. Rudolf Weichert has extensive experience in the value-oriented management and transformation of investment companies in a capital market-oriented environment. In his professional career, he has supported international companies in numerous sectors and of various sizes. He is an expert in company valuations and mergers & acquisitions as well as international accounting. His responsibilities and experience also include corporate finance and the areas of information technology, risk management and compliance.

### Re 7.2

Election of Ms. Ingrid De Wolf

#### Personal data:

Year of birth: 1960  
Gender: female  
Nationality: Belgian  
First appointment: Court appointment by order of April 23, 2025  
Appointed until: End of the Annual General Meeting on June 24, 2025  
Planned term until: 2028

**Current position: Institute staff member at imec | Interuniversity Microelectronics Centre | Leuven, Belgium**

#### Professional career

since 2020	Fellow at imec, Leuven, Belgium, research focus: quality inspection in the semiconductor industry
Since 2009	Professor (10%) at the Catholic University (KU) Leuven
Since 2017	o. Professor at the Catholic University (KU) Leuven
2000 - 2025	Program Director of the two-year interdisciplinary Master's degree program "Nanoscience, Nanotechnology and Nanoengineering"
1999 - 2014	Founder and head of the "REMO" research group

#### Education

1985-1989                      Doctorate in physics (KU Leuven)  
1983-1985                      Master of Science in Physics (KU Leuven)

## **No memberships in statutory supervisory boards and comparable bodies**

### **Relevant knowledge, skills and experience**

Ms. Ingrid De Wolf has achieved extraordinary research results in the field of failure analysis in the semiconductor industry at the renowned imec research institute in Belgium. Her focus is on quality inspection in 3D technology, microelectromechanical systems (MEMS) and chip packaging. She founded six laboratories and installed over 50 tools to support researchers and industry representatives at imec. Ms. Ingrid De Wolf and her group have been involved in several European and ESA projects as well as bilateral projects with the semiconductor industry and instrument developers.

### III Further information and notes

#### **Prerequisites for attending the Annual General Meeting and exercising voting rights**

Shareholders are entitled to attend the Annual General Meeting and exercise their voting rights if they have registered for the Annual General Meeting in due time and form and have provided the company with proof of their shareholding in due time and form. The registration must be in German or English. Proof of share ownership must be provided in text form (Section 126b BGB) in German or English by the last intermediary, whereby proof of share ownership in accordance with Section 67c (3) AktG is sufficient. The proof of shareholding must refer to the close of business on the 22nd day prior to the meeting, i.e. June 2, 2025, 24:00 hours (CEST) (so-called record date).

Both the registration and the proof of shareholding must be submitted to the company by no later than

June 17, 2025, 24:00 hours (CEST),

at the address or by e-mail to

PVA TePla AG  
c/o AAA HV Management GmbH  
Am Stadion 18-24  
51465 Bergisch Gladbach  
E-Mail: [PVA2025@aaa-hv.de](mailto:PVA2025@aaa-hv.de)

The receipt of the registration by the company is decisive for compliance with the registration deadline.

In accordance with Section 67c AktG, the registration can also be sent to the company via intermediaries to one of the above addresses by June 17, 2025, 24:00 hours (CEST) (receipt decisive) at the latest. Shareholders who wish to use this option are requested to contact their respective last intermediary, e.g. their custodian bank.

Upon receipt of proper registration and proper proof of share ownership by June 17, 2025, 24:00 hours (CEST) at the latest, admission tickets for the Annual General Meeting as well as those required to use the password-protected Internet service at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

The necessary access data (access code and password) will be sent to the shareholders. In order to ensure timely receipt of the admission tickets, shareholders are requested to ensure that they register and send proper proof of share ownership to the company in good time. The admission tickets are merely organizational aids and not a prerequisite for attending the Annual General Meeting and exercising voting rights.

In relation to the company, only those who have duly provided the aforementioned proof of shareholding are deemed to be shareholders for the purposes of attending the Annual General Meeting or exercising voting rights. The entitlement to participate and the scope of the voting

right are based exclusively on the shareholding of the shareholder stated in the proof of shareholding on the record date.

The record date or the provision of proof does not entail a freeze on the saleability of the proven shares. Likewise, the shares are not blocked by a registration for the Annual General Meeting; shareholders can therefore continue to freely dispose of their shares after the record date and even after registration. Even in the event of the complete or partial sale of shares after the record date, only the shareholder's shareholding on the record date is relevant for participation and the scope of voting rights, i.e. sales of shares after the record date have no effect on the entitlement to participate and the scope of voting rights. The same applies to purchases and additional purchases of shares after the record date. Persons who do not yet own any shares on the record date and only become shareholders thereafter are not entitled to participate or vote. The possibility of authorizing the purchaser remains unaffected. The record date has no significance for dividend entitlement.

### **Procedure for voting by proxy**

Shareholders may be represented by a proxy, e.g. an intermediary, a shareholders' association, a proxy advisor or another person of their choice, with regard to attending the Annual General Meeting, exercising their voting rights at the Annual General Meeting and other rights relating to the Annual General Meeting. The granting of a proxy is permitted both before and during the Annual General Meeting and can be declared both to the person to be authorized and to the company. If a proxy is granted by declaration to the company, separate proof of the granting of the proxy is not required.

Even in the case of proxy authorization, registration in due form and time and proof of share ownership in due form and time are required to attend the Annual General Meeting and exercise voting rights (see above under "Prerequisites for attending the Annual General Meeting and exercising voting rights").

Subject to the following special cases, the granting of a power of attorney, its amendment, its revocation and proof of authorization to the company must at least be in text form (Section 126b BGB) in accordance with Section 134 para. 3 sentence 3 AktG. Shareholders who wish to authorize another person can use the form for granting a proxy, which will be sent to them after proper registration and proof of share ownership, and which is also available for download on the company's website at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

The granting of a power of attorney, its revocation, its amendment and proof of authorization can be sent to the following address or e-mail address:

PVA TePla AG  
c/o AAA HV Management GmbH  
Am Stadion 18-24  
51465 Bergisch Gladbach  
E-Mail: [PVA2025@aaa-hv.de](mailto:PVA2025@aaa-hv.de)

In accordance with Section 67c AktG, the granting or revocation of a proxy can also be sent to the company via intermediaries to one of the above addresses by June 23, 2025, 24:00 hours (CEST) at the latest (receipt decisive). Shareholders who wish to use this option are requested to contact their respective last intermediary, e.g. their custodian bank.

The declarations must be received at the aforementioned address by **the end of June 23, 2025, 24:00 hours (CEST)** at the latest.

In addition, shareholders can also authorize another person at the Annual General Meeting. The form enclosed with the voting card forms can be used for this purpose, for example. Proof of authorization can also be provided by the proxy at the venue on the day of the Annual General Meeting.

There is no text form requirement for the authorization of an intermediary within the meaning of Section 135 AktG (e.g. a custodian bank or a credit institution), neither according to the company's Articles of Association nor according to the express wording of the German Stock Corporation Act. The form required for the power of attorney must therefore be obtained from the intermediary to be authorized. According to the law, the power of attorney must be granted to a specific intermediary and must be verifiably recorded by this intermediary. The proxy declaration must also be complete and may only contain declarations associated with the exercise of voting rights. We ask our shareholders to consult with the persons to be authorized in this respect.

If a shareholder authorizes more than one person, the company may reject one or more of them.

The personal appearance of a shareholder at the Annual General Meeting is deemed to be a revocation of a proxy previously granted to a third party. For this purpose, the company makes use of the simplification of the text form requirement for the revocation of proxies granted provided for in Section 19 para. 2 sentence 3 of the Articles of Association.

### **Proxy voting by the company's proxy bound by instructions**

Shareholders may also be represented by the proxy appointed by the company, Dr. Gert Fisahn, who is bound by instructions (company proxy). In this case, too, registration in due form and time and proof of share ownership in due form and time are required to attend the Annual General Meeting and exercise voting rights (see above under "Prerequisites for attending the Annual General Meeting and exercising voting rights"). Authorization and instructions to the company's proxy and their amendment and revocation must at least be in text form. If the company's proxy is authorized, instructions for exercising voting rights must be issued to the proxy in any case.

The proxy appointed by the company is obliged to exercise the voting right exclusively in accordance with the shareholder's instructions. In the absence of clear and explicit instructions, the proxy appointed by the company will abstain from voting on the respective voting item or will not participate in the vote. The proxy appointed by the company has no discretionary powers when exercising voting rights. If an individual vote is held on an agenda item without this having been communicated in advance of the Annual General Meeting, an instruction on this agenda item as a whole also applies as a corresponding instruction for each

item of the individual vote. Furthermore, the proxy may not exercise voting rights for votes whose subject matter is not known in advance of the Annual General Meeting (e.g. procedural motions). In these cases, the proxy will also abstain from voting or not participate in the vote. The same applies when voting on a counter-motion without express instructions. It is not possible to instruct the company's proxy to declare objections or to submit motions or questions.

Authorizations and instructions to the company's proxy may be sent to the address or e-mail address specified above in the section "Procedure for voting by proxy", via intermediaries to one of the above addresses or via the password-protected Internet service on the company's website at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

may be granted, amended or revoked in accordance with the relevant procedures until the end of June 23, 2025, 24:00 hours (CEST).

Shareholders will receive a form that can be used to authorize and instruct the company's proxy together with the admission ticket and is also available for download at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

In addition, shareholders and their representatives also have the opportunity during the Annual General Meeting to authorize and instruct the company's proxy to exercise their voting rights, e.g. by using the form provided for this purpose, which is attached to the voting card forms.

If a shareholder wishes to attend the Annual General Meeting in person or through another proxy and exercise his or her shareholder rights despite having already authorized the proxy appointed by the company, the proxy appointed by the company will not exercise the authorization granted to him or her.

## **Information on the rights of shareholders pursuant to Sections 122 (2), 126 (1), 127, 131 (1), 293g (3) AktG**

### **1. Requests for additions to the agenda pursuant to Section 122 (2) AktG**

Shareholders whose shares together account for one-twentieth (5%) of the share capital or a proportionate amount of EUR 500,000.00 may request that items be placed on the agenda or announced. Each new item on the agenda must be accompanied by a statement of reasons or a draft resolution. The request must be submitted to the company's Management Board in writing or in the electronic form specified in Section 126a of the German Civil Code (i.e. with a qualified electronic signature) and must be received by the company at least 30 days before the meeting, i.e. by May 24, 2025, 24:00 hours (CEST). The address is as follows:

PVA TePla AG  
Management Board  
In the Westpark 10-12  
35435 Wettenberg  
Germany  
E-mail (only with qualified electronic signature): [gert.fisahn@pvatepla.com](mailto:gert.fisahn@pvatepla.com)

Additions to the agenda that are to be announced will be published in the Federal Gazette ("Bundesanzeiger") immediately after receipt of the request and forwarded for publication to media that can be expected to disseminate the information throughout the European Union, unless they have already been announced when the meeting is convened. They will also be published at the Internet address

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

and communicated to the shareholders.

Applicants must prove that they have held the minimum number of shares for at least 90 days prior to the date on which the request is received by the company and that they will hold the shares until the Management Board decides on the request.

## **2. Motions and election proposals pursuant to Sections 126 (1), 127 AktG**

Motions and nominations for items on the agenda may be made or submitted by shareholders or their representatives at the Annual General Meeting without the need for any announcement, publication or other special action prior to the Annual General Meeting.

Motions within the meaning of Section 126 AktG (together with any reasons) and election proposals within the meaning of Section 127 AktG, including the name of the shareholder and any statement by the management, are submitted via the Internet address

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

if they are made available to the company at least 14 days before the meeting, i.e. by June 9, 2025, 24:00 hours (CEST), at the address or e-mail address

PVA TePla AG  
Investor Relations  
In the Westpark 10-12  
35435 Wettenberg  
Germany  
E-mail: [gert.fisahn@pvatepla.com](mailto:gert.fisahn@pvatepla.com)

and the other requirements for the company's obligation to make the shares available pursuant to Section 126 or Section 127 AktG are met.

The company may refrain from publishing a countermotion and its grounds if one of the reasons pursuant to Section 126 para. 2 sentence 1 nos. 1 to 7 AktG applies. The grounds for a countermotion need not be made accessible even if they exceed 5,000 characters in total.

Except in the cases set out in Section 126 (2) AktG, the Management Board does not need to make shareholders' election proposals accessible if they do not include the name, profession and place of residence of the proposed Supervisory Board members or auditors or information on the membership of the proposed Supervisory Board members in other statutory supervisory boards within the meaning of Section 125 (1) sentence 5 AktG.

It should be noted that motions and election proposals, even if they have been submitted to the company in advance in due time, will only be considered at the Annual General Meeting if they are made or submitted verbally. The right of each shareholder to submit motions on the various items on the agenda or nominations for election during the Annual General Meeting, even without prior submission to the company, remains unaffected.

The right of the chairman of the meeting to first vote on the management's proposals in the Annual General Meeting in accordance with Section 137 AktG remains unaffected. If the management's proposals are accepted with the necessary majority, the countermotions or (deviating) election proposals are no longer necessary.

### **3. Right to information pursuant to Section 131(1) AktG**

In accordance with Section 131 (1) of the German Stock Corporation Act (AktG), the Management Board must provide information on company matters to any shareholder who requests it at the Annual General Meeting, insofar as this is necessary for a proper assessment of the item on the agenda. The duty to provide information also extends to the company's legal and business relationships with affiliated companies as well as the situation of the Group and the companies included in the consolidated financial statements.

The Management Board may refrain from answering individual questions for the reasons stated in Section 131 (3) AktG.

Furthermore, Section 20 (3) of the company's Articles of Association stipulates that the Chairman of the Annual General Meeting is authorized to impose reasonable time limits on the shareholders' right to speak and ask questions. He is also authorized, at the beginning or in the course of the Annual General Meeting, to determine the appropriate time frame for the course of the Annual General Meeting and for the discussion of the individual agenda items as well as for the individual questions and speeches.

### **4. Right to information pursuant to Section 293g (3) AktG**

Pursuant to Section 293g (3) AktG, every shareholder must also be provided with information on all matters of the other party to the domination or profit transfer agreement that are material to the conclusion of the agreement upon request at the Annual General Meeting.

**5. Further explanations on the rights of shareholders pursuant to Sections 122 (2), 126 (1), 127, 131 (1), 293g (3) AktG**

Further information on the rights of shareholders pursuant to Sections 122 (2), 126 (1), 127 and 131 (1) AktG, in particular information on further requirements beyond compliance with the relevant deadlines, can be found at the following Internet address

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

**Company website and documents and information available there**

This invitation to the Annual General Meeting, the documents to be made available to the Annual General Meeting and further information in connection with the Annual General Meeting, in particular including the documents to be made available in accordance with Section 124a AktG, are available from the time the Annual General Meeting is convened on the company's website at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

Any counter-motions, election proposals and requests for additions to the agenda received by the company prior to the Annual General Meeting that are subject to publication will also be made available on the above-mentioned website. The same applies – after the Annual General Meeting – to the voting results.

The documents required by law to be made available during the Annual General Meeting will also be published on the company's website at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

and, to the extent required by law, be available for inspection at the Annual General Meeting.

**Information on data protection for shareholders**

The company processes personal data in order to hold the Annual General Meeting and to enable shareholders to participate in and exercise their rights at the Annual General Meeting. In addition, this data is used for related purposes and to fulfill other legal obligations (e.g. verification or retention obligations).

Further information on data protection is available at the company's website at

<https://www.pvatepla.com/en/investor-relations/annual-general-meeting/>

PVA TePla AG will also send this information in printed form on request

**Total number of shares and voting rights**

At the time the Annual General Meeting is convened, the company's share capital is divided into 21,749,988 no-par value ordinary bearer shares with the same number of voting rights. Each share grants one vote. The total number of voting rights at the time the Annual General

Meeting is convened is therefore 21,749,988. At the time the Annual General Meeting is convened (as at May 7, 2025), the company holds a total of 1,209,108 treasury shares.

Wettenberg, May 2025

**PVA TePla AG**

The Executive Board