



**Invitation to the ordinary
Annual General Meeting
on 12 May 2021**

The Act on Measures in Company, Cooperative, Association, Foundation and Residential Property Law to Combat the Effects of the COVID 19 Pandemic, which entered into force on 28 March 2020, last amended by the Act on the Further Shortening of the Residual Debt Relief Procedure and the Adjustment of Pandemic-Related Provisions in Company, Cooperative, Association, Foundation and Tenancy and Leasehold Law of 22 December 2020, taking effect on 28 February 2021 (COVID-19 Act), opens up the possibility of holding annual general meetings also in 2021 without the physical presence of shareholders or their proxies (virtual annual general meeting). In view of the COVID-19 pandemic, which will continue for the foreseeable future, the rules of conduct adopted by the state of North Rhine-Westphalia in this regard and the goal of avoiding health risks for shareholders, internal and external employees and members of the Company's executive bodies, the Management Board of q.beyond AG has decided, with the consent of the Supervisory Board, to make use of the option of a virtual annual general meeting.

q.beyond AG with registered office in Cologne
Securities identification number 513700 / ISIN DE0005137004

Invitation to the ordinary Annual General Meeting

We invite our shareholders to the **ordinary Annual General Meeting** to be held on **Wednesday, 12 May 2021, at 11:00 a.m. (CEST)** (= 9:00 a.m. UTC (Coordinated Universal Time)), **which will be held as a virtual Annual General Meeting without the physical presence of shareholders or their proxies.**

The Annual General Meeting will take place at the offices of q.beyond AG, Mathias-Brüggen-Straße 55, 50829 Cologne, and will be transmitted in full length in audio and video format for shareholders or their proxies who have registered for the Annual General Meeting in due form and time using the password-protected AGM portal at

www.qbeyond.de/agm

The access data for the AGM portal will be sent with the personal invitation documents.

Shareholders and their proxies (with the exception of the proxies appointed by the Company) are not entitled to physically participate in the Annual General Meeting.

Shareholders and their proxies are requested to observe the special instructions for participating in the virtual Annual General Meeting concerning the tracking of the video and audio transmission of the Annual General Meeting as well as for exercising the voting right (no electronic participation) and on the rights of the shareholders in section III.

I. Agenda

- 1. Presentation of the approved annual financial statements of q.beyond AG as of 31 December 2020 with the management report for the Company and of the approved consolidated financial statements as of 31 December 2020 with the management report for the Group, the report of the Supervisory Board for the 2020 financial year for the Company and Group and of the explanatory report of the Management Board on the disclosures pursuant to Sections 289a (1), 315a (1) of the German Commercial Code (HGB)**

The documents presented submitted under item 1 of the agenda can be viewed from the time of convening the Annual General Meeting and during the Annual General Meeting on the q.beyond AG website at www.qbeyond.de/agm. The Supervisory Board has approved the annual financial statements prepared by the Management Board and the consolidated financial statements pursuant to Section 171, 172 of the German Companies Act (AktG). The annual financial statements are thus adopted. In accordance with the statutory provisions, no resolution of the Annual General Meeting on item 1 of the agenda is therefore planned.

- 2. Resolution on the approval of actions of the Management Board for the 2020 financial year**

Management Board and Supervisory Board propose that the following resolution be adopted:
Approval of actions is granted to the member of the Management Board for the 2020 financial year.

- 3. Resolution on the approval of actions of the Supervisory Board for the 2020 financial year**

Management Board and Supervisory Board propose that the following resolution be adopted:
Approval of actions is granted to the members of the Supervisory Board for the 2020 financial year.

- 4. Election of the auditor and Group auditor for the 2021 financial year**

The Supervisory Board proposes that Mazars GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft with registered office in Hamburg and branch office in Cologne be appointed as the Company's auditor and Group auditor for the 2021 financial year.

The election proposal is based on the recommendation and preference of the Audit Committee. Based on a selection procedure carried out in accordance with Article 16 of Regulation (EU) No 537/2014 of the European Parliament and of the Council of 16 April 2014 on specific requirements regarding statutory audit of public-interest entities and repealing Commission Decision

2005/909/EC („Audit Regulation“), the Audit Committee has recommended to the Supervisory Board to propose to the Annual General Meeting to appoint either Mazars GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft or Rödl & Partner GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft as auditor and Group auditor for the financial year 2021. In this respect, the Audit Committee expressed its preference for Mazars GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft and gave reasons for its preference.

The Audit Committee has declared that its recommendation is free from undue influence by third parties and that no clause of the kind referred to in Art. 16 (6) of the Audit Regulation has been imposed on it.

5. Resolution on the approval of the remuneration system for members of the Management Board

The Supervisory Board of q.beyond AG has adopted a new system for the remuneration of current and future members of the Management Board in accordance with Section 87a (1) AktG with effect from 1 January 2021. According to the new Section 120a (1) Sentence 1 AktG introduced by the Act Implementing the Second Shareholder Rights Directive (SRD II) of 12 December 2019 (Federal Law Gazette 2019 Part I No. 50 of 19 December 2019), a resolution must be passed on the remuneration system for members of the Management Board presented by the Supervisory Board for listed companies whenever there is a significant change, but at least every four years.

The remuneration system for the members of the Management Board is presented below under II. and is available on the Company's website at

www.qbeyond.de/agm

The Supervisory Board proposes that the following resolution be adopted:
The remuneration system for members of the Management Board set out under II. below and decided by the Supervisory Board is approved.

6. Resolution on the remuneration for the members of the Supervisory Board

According to the new wording of Section 113 (3) AktG as amended by the Act Implementing the Second Shareholder Rights Directive (SRD II) of 12 December 2019 (Federal Law Gazette 2019 Part I No. 50 of 19 December 2019), a resolution on the remuneration of the Supervisory Board members of listed companies must be adopted at least every four years. In this respect, the resolution may also confirm an existing remuneration. The remuneration of members of the Supervisory Board of q.beyond AG is set out in Article 15a of the Articles of Association.

Article 15a of the Articles of Association reads as follows:

**“Article 15a
Supervisory Board remuneration**

- (1) The members of the Supervisory Board shall receive fixed annual remuneration of EUR 35,000.00 payable after the end of the financial year. This remuneration shall increase to EUR 70,000.00 for the Chairman of the Supervisory Board and to EUR 50,000.00 for the Deputy Chairman of the Supervisory Board.
- (2) In addition to the remuneration set out in paragraph (1) above, the members of a committee of the Supervisory Board, with the exception of the Nomination Committee, shall receive fixed annual remuneration of EUR 5,000.00 for each committee to which they belong, payable after the end of the financial year. This remuneration shall be increased to EUR 10,000.00 for the chairman of the respective committee. The remuneration for membership and chairmanship of a committee shall not apply if this committee has not held at least one meeting in the respective financial year.
- (3) A member of the Supervisory Board shall only be entitled to half of the (possibly increased) remuneration referred to in paragraph (1) above and a member of a committee shall only be entitled to half of the (possibly increased) remuneration referred to in paragraph (2) above if, within one financial year, if the member has not participated in at least 75% of the meetings of the Supervisory Board or the relevant committee convened in due time during the member's term of office, either in person or by telephone or video conference.
- (4) The remuneration to be paid pursuant to paragraph (2) above for the activity and chairmanship in a committee shall, if a member of the Supervisory Board holds several offices in committees, be limited in amount to a maximum of EUR 25,000.00 per committee member.
- (5) Supervisory Board members who have only belonged to the Supervisory Board for part of the financial year and committee members who have only belonged to a committee for part of the financial year shall receive a lower remuneration on a pro rata basis.
- (6) The members of the Supervisory Board and the members of a committee shall be reimbursed for expenses incurred in the exercise of their office. Any value added tax payable on the remuneration and the reimbursement of expenses shall also be reimbursed by the Company.”

Pursuant to Sections 113 (3) Sentence 3, 87a (1) Sentence 2 AktG, the remuneration system is presented following the proposed resolution and is available on the Company's website at

www.qbeyond.de/agm

Management Board and Supervisory Board propose that the following resolution be adopted: The remuneration for the members of the Supervisory Board set out in Article 15a of the Articles of Association including the remuneration system for the members of the Supervisory Board presented in the following is confirmed.

Remuneration system for members of the Supervisory Board of q.beyond AG

The remuneration of the members of the Supervisory Board is set out in Article 15a of the Articles of Association of q.beyond AG. Accordingly, the members of the Supervisory Board receive a fixed remuneration, the amount of which is determined by the work performed on the Supervisory Board or its committees.

The expenses incurred by the members of the Supervisory Board in the exercise of their office are reimbursed by the Company. In addition, any value added tax payable on the remuneration as a Supervisory Board member or on the reimbursement of expenses is also reimbursed by the Company.

The task of the Supervisory Board is to advise the Management Board and to monitor the Management Board's management activities. The members of the Supervisory Board receive appropriate remuneration, the structure and amount of which take into account the requirements and responsibilities of the office as well as the time commitment. In particular, the higher time commitment of the Chairman of the Supervisory Board, the Deputy Chairman of the Supervisory Board and the chairmen and members of committees, with the exception of the Nomination Committee, is taken into account appropriately. This ensures that the Company is able to recruit highly qualified candidates for the Supervisory Board. The exclusive granting of a non-performance-related fixed remuneration enables the Supervisory Board to perform its duties neutrally and objectively in the interest of the Company. In addition, this complies with the suggestion of the German Corporate Governance Code. Overall, the remuneration system for the Supervisory Board contributes to the promotion of the business strategy and the long-term development of the Company.

Pursuant to Section 113 (3) Sentence 1 AktG, the remuneration of the members of the Supervisory Board shall be reviewed at least every four years and a resolution of the Annual General Meeting on the remuneration shall be brought about, whereby a confirming resolution is also possible pursuant to Section 113 (3) Sentence 2 Half-sentence 1 AktG. During the review, a comparison is regularly made with other listed companies of comparable size. If necessary, an external remuneration consultant who is independent of the Management Board and the Supervisory Board can assist in this process. The regulations applicable to the handling of conflicts of interest are also observed in the procedure for setting and reviewing the remuneration system. The Supervisory Board, supported by the HR Committee, and the Management Board jointly submit proposals for adjusting or confirming the remuneration of the members of the Supervisory Board.

7. Resolution on an amendment to the Articles of Association in Article 2 (1) to amend the Company's purpose

In recent years, q.beyond AG has evolved into a cloud, SAP and IoT provider. The IT service provider now primarily supports its customers in finding, implementing and operating the best digital solutions for their business. Since the sale of Plusnet GmbH in 2019, the telecommunications business, which has dominated for many years, only makes up a small part of q.beyond's service activities. This transformation is now also to be reflected in the formulation of the Company's purpose.

Management Board and Supervisory Board propose that the following resolution be adopted: Article 2 (1) of the Articles of Association of the Company (purpose) is amended and reworded as follows:

"(1) The purpose of the Company is the provision of services in the field of information technology of any kind and the acquisition, use, distribution and/or transfer (whether within the framework of purchase, leasing or rental agreements) of objects or software of third parties which are required by the Company or its customers in connection with the aforementioned services, as well as the development and/or creation of software and/or hardware and their use, distribution or transfer to third parties, as well as training or consulting services in relation to the aforementioned services. In addition, the Company is entitled to provide services in the field of telecommunications of any kind and, for this purpose, to acquire, use, distribute or transfer objects and/or software which are required by the Company or its customers in this context, as well as to provide training or consulting services in the field of telecommunications."

Article 2 of the Articles of Association otherwise remains unaltered.

8. Resolution on the approval of the Control and Profit Transfer Agreement between q.beyond AG and Incloud Engineering GmbH, Darmstadt, of 12 February 2021

q.beyond AG directly holds all shares in Incloud Engineering GmbH, Darmstadt. q.beyond AG as the controlling company and Incloud Engineering GmbH as the dependent company concluded a Control and Profit Transfer Agreement on 12 February 2021.

The conclusion of an effective and implemented profit transfer agreement is a prerequisite for the establishment of a corporate tax fiscal unity and a trade tax fiscal unity. These fiscal unities for income tax purposes have the advantage that positive and negative results of the companies belonging to the fiscal unity can be offset at the same time. With the conclusion of a control agreement, Incloud Engineering GmbH places its management under the control of q.beyond AG. This ensures that Incloud Engineering GmbH is placed under uniform management, thereby serving to strengthen the group relationship with q.beyond AG.

The Agreement requires the approval of the shareholders' meeting of Incloud Engineering GmbH. The shareholders' meeting of Incloud Engineering GmbH approved the Control and Profit Transfer Agreement on 2 March 2021. Furthermore, the Agreement requires the approval of the Annual General Meeting of q.beyond AG in order to become effective.

Management Board and Supervisory Board propose that the following resolution be adopted: The Control and Profit Transfer Agreement of 12 February 2021 between q.beyond AG as controlling company and Incloud Engineering GmbH with registered office in Darmstadt as dependent company is approved.

The Control and Profit Transfer Agreement concluded between q.beyond AG and Incloud Engineering GmbH on 12 February 2021 has the following content:

Control and Profit Transfer Agreement

The following Control and Profit Transfer Agreement is hereby concluded

between

q.beyond AG

Mathias-Brüggen-Straße 55, 50829 Cologne
(Local Court of Cologne, HRB 28281)

– hereinafter referred to as "**AG**"–

and

Incloud Engineering GmbH

Dolivostraße 17, 64293 Darmstadt
(Local Court of Darmstadt, HRB 95585)

– hereinafter referred to as "**GmbH**"–

Article 1 Control

(1) The GmbH places the management of its company under the AG. Accordingly, the AG is entitled to issue instructions to the management of the GmbH with respect to the management of the company. The managing directors of the GmbH are obliged to follow the instructions of the AG in corresponding application of Section 308 of the Germany Companies Act (AktG). Notwithstanding the right to issue instructions, the management and the representation of the GmbH remain the responsibility of the managing directors of the GmbH.

(2) Instructions are required in text form.

Article 2

Profit transfer

- (1) The GmbH undertakes to transfer its entire profit to the AG during the term of the Agreement in accordance with all provisions of Section 301 AktG as amended.
- (2) The GmbH may, with the consent of the AG, transfer amounts from the annual net profit to the other revenue reserves (Section 272 (3) German Commercial Code – HGB) to the extent that this is permissible under commercial law and economically justified on the basis of a reasonable commercial assessment. Other revenue reserves pursuant to Section 272 (3) HGB, which are formed during the term of this Agreement, shall be written back at the request of the AG and transferred as profit. It is not permitted to offset losses against and transfer amounts from the writing back of other revenue reserves and profit carried forward which were formed or arose prior to the entry into force of this Agreement, as well as of capital reserves pursuant to Section 272 (2) Nos. 1 to 4 HGB (irrespective of whether they were formed prior to or after the entry into force of this Agreement).
- (3) The obligation to transfer profits shall apply for the first time to the entire profits of the financial year of the GmbH in which this Agreement comes into force in accordance with Article 4 (retroactive effect of the transfer of profits to the beginning of the financial year). The claim to profit transfer becomes due at the end of the last day of a financial year of the GmbH for which the respective claim exists and is subject to interest at the statutory rate from this point in time. Claims arising from any delay in payment remain unaffected.
- (4) The AG may demand reasonable advance payments on the profit to be transferred in the course of the financial year if and to the extent that this is legally permissible and the advance payments are made on the proviso that there is sufficient annual net profit of the GmbH. Insofar as the amount of the advance transfer exceeds the final amount of the profit transfer, the excess amount is deemed to be an interest-bearing loan by the GmbH to the AG.

Article 3

Loss absorption

- (1) The AG is obliged to assume losses vis-à-vis the GmbH. The provisions of Section 302 AktG as amended apply to the absorption of losses.
- (2) Article 2 (3) Sentence 1 of this Agreement applies accordingly to the obligation to assume losses. The claim to the absorption of losses pursuant to paragraph (1) above falls due at the end of the last day of a financial year of the GmbH for which the respective claim exists and bears interest at the statutory rate from that time onwards. Claims arising from any delay in payment shall remain unaffected.

Article 4 **Entry into force and term**

- (1) This Agreement requires the approval of the Annual General Meeting of the AG and of the Shareholders' Meeting of the GmbH to become effective.
- (2) This Agreement becomes effective upon its entry in the commercial register at the place of the registered office of the GmbH after the approvals referred to in paragraph (1) above have been given, and applies – with the exception of the right to issue instructions pursuant to Article 1 – retroactively for the period from the beginning of the financial year of the GmbH in which it is entered in the commercial register at the place of the registered office of the GmbH.
- (3) This Agreement is concluded for a fixed minimum term of five years calculated from the beginning of its validity pursuant to paragraph (2) above. If these five years end during a current financial year of the GmbH, the minimum term of the Agreement pursuant to Sentence 1 is extended to the end of this financial year. Thereafter, the Agreement continues for an indefinite period of time unless terminated in writing, giving one month's notice to the end of the financial year under consideration of the aforementioned minimum term of the Agreement.
- (4) The right to terminate this Agreement for good cause without notice remains unaffected.

Good cause also exists in particular if

- a) the AG no longer holds the majority of the voting rights in the GmbH; or
- b) the AG sells or contributes the shares in the GmbH; or
- c) the AG or the GmbH is merged, split or liquidated; or
- d) an outside shareholder acquires an interest in the GmbH for the first time within the meaning of Section 307 AktG.

A declared termination becomes effective upon receipt of the notice of termination, whereby in the case of lit. b) above, the AG may also declare the termination at the time of the effective conclusion of a contract under the law of obligations on the sale or the contribution of the shares in the GmbH, taking effect as of the in rem execution of the sale or effective contribution of the shares.

- (5) Notice of termination must be given by registered letter.
- (6) If the Agreement ends, the AG must provide security to the creditors of the GmbH pursuant to Section 303 AktG.

Article 5 Miscellaneous

- (1) Should any provision of this Agreement be or become incomplete or (partially) void, ineffective or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement. The void, ineffective or unenforceable provision shall be replaced by an economically equivalent, effective provision that comes as close as possible to what was intended.
- (2) This shall also apply in the event of the invalidity, ineffectiveness or impracticability of a performance or time provision contained in this Agreement. In this case, the legally permissible performance or time provision that comes closest to that agreed shall be deemed agreed. Paragraphs (1) and (2) apply accordingly to any omissions in this Agreement.
- (3) Additions and amendments to this Agreement must be made in writing, unless another form is prescribed by law.
- (4) The provisions of this Agreement shall be governed by the law of the Federal Republic of Germany.
- (5) When interpreting individual provisions of this Agreement, the requirements set out in Sections 14 and 17 of the German Corporation Tax Act (KStG) as amended or any corresponding successor regulations shall be observed. Insofar as individual provisions of this Agreement conflict with Article 3, Article 3 shall take precedence over these provisions.

Available documents on agenda item 8

From the time of convening the Annual General Meeting of q.beyond AG, the following documents are available on the website of q.beyond AG at www.qbeyond.de/agm:

- Control and Profit Transfer Agreement of 12 February 2021 between q.beyond AG and Incloud Engineering GmbH;
- Joint corporate contract report of the Management Board of q.beyond AG and the management of Incloud Engineering GmbH pursuant to Section 293a AktG;
- Annual financial statements and consolidated financial statements and management reports for q.beyond AG and for the Group for the financial years of 2018, 2019, 2020;
- Annual financial statements of Incloud Engineering GmbH for the financial years of 2018, 2019, 2020.

II. Supplementary information on agenda item 5 (remuneration system for the Management Board)

Remuneration system for members of the Management Board of q.beyond AG

1. Guidelines on the remuneration system for members of the Management Board

With effect from 1 January 2021, the Supervisory Board has adopted a new remuneration system for the current Management Board and all future members of the Management Board. The remuneration system for members of the Management Board is designed to be clear and understandable. It complies with the requirements of the German Companies Act (AktG) as amended by the Act Implementing the Second Shareholder Rights Directive (SRD II) of 12 December 2019 and the recommendations of the German Corporate Governance Code as amended on 16 December 2019.

The Supervisory Board has based the design of the remuneration system on the following guiding principles:

- **Strategy reference:** illustration of the strategy of q.beyond by means of corresponding key figures and thus incentives to achieve the relevant goals
- **Harmonisation:** alignment of the interests of shareholders and other stakeholders with those of the Management Board
- **Pay for performance:** ensuring an appropriate and ambitious link between performance and pay
- **Consistency:** guaranteeing consistency of the remuneration system between Management Board and other executives
- **Sustainability & long-termism:** promotion of sustainable and long-term development of q.beyond
- **Conformity:** consideration of current market practice as well as statutory and regulatory requirements

The new remuneration system is closely linked to the implementation of the „2020plus“ growth strategy. This strategy aims to sustainably increase the value of the Company. Such an increase is based on successes in the operating business. The Management Board has set clear targets for turnover, EBITDA margin and free cash flow. The ongoing digital transformation of companies offers q.beyond numerous growth opportunities in this regard. For the Management Board and Supervisory Board, the resulting business success and corporate responsibility for the environment and society belong together. Sustainability is therefore an integral part of q.beyond's corporate strategy.

Against this background, the remuneration system of the Management Board represents an important steering element and is geared towards achieving the central goals of the corporate strategy. The performance criteria of the remuneration system set incentives for successful and sustainable corporate growth and link the remuneration of the Management Board to the short-term and long-term development of the company.

2. Procedure to establish, implement and review the remuneration system

Pursuant to Section 87a (1) AktG, the plenary session of the Supervisory Board decides on a remuneration system for the Management Board based on the proposal of the HR Committee. After the resolution has been passed by the Supervisory Board, the remuneration system is submitted to the Annual General Meeting for approval. If the Annual General Meeting does not give its approval, the Supervisory Board presents a revised remuneration system at the next ordinary Annual General Meeting at the latest pursuant to Section 120a (3) AktG.

For each financial year, the Supervisory Board determines the specific target total remuneration for the Management Board in accordance with the remuneration system submitted to the Annual General Meeting. Furthermore, for the upcoming financial year, the Supervisory Board sets the underlying targets for the performance criteria defined in the remuneration system to measure the performance of the Management Board.

The Supervisory Board also regularly reviews the structure of the remuneration system and the appropriateness of Management Board remuneration. The preparation is carried out by the HR Committee, which makes proposals for adjustments to be discussed in detail by the Supervisory Board. If the assistance of an external consultant is used in the course of reviewing or developing the remuneration system, it is always ensured that the consultant is independent from the Management Board and the Company.

The remuneration system is submitted for approval by the Annual General Meeting every four years at the latest, provided that no significant changes are made. In the event of significant changes to the remuneration system, it is submitted for approval at the next Annual General Meeting at the latest.

The recommendations of the German Corporate Governance Code (GCGC) on dealing with conflicts of interest are also observed in the establishment, implementation and review of the remuneration system. Supervisory Board members must disclose conflicts of interest to the Chairman of the Supervisory Board, for example. The latter decides on participation in the vote if conflicts of interest only relate to individual matters to be dealt with by the Supervisory Board. Material and not merely temporary conflicts of interest lead to the termination of the mandate.

3. Determining the specific target total remuneration, appropriateness of the Management Board remuneration

When determining the specific target total remuneration of the Management Board members, the Supervisory Board ensures – in accordance with the requirements of the German Companies Act (AktG) and the German Corporate Governance Code (GCGC) – that it is commensurate with the tasks and performance of the Management Board member and the situation of the Company. The remuneration is measured in such a way that it is competitive on the market for highly qualified executives. In addition, it should be geared towards the long-term and sustainable development of q.beyond and should not exceed the usual remuneration without special reasons.

To ensure this, the Supervisory Board, with the support of the HR Committee, regularly reviews the target total remuneration of the members of the Management Board of q.beyond. External as well as internal comparisons are used for this purpose. On the one hand, a horizontal comparison is made with comparable companies in terms of size, country and industry. On the other hand, a vertical comparison is made, which examines q.beyond's internal remuneration structure. For this purpose, the remuneration of the Management Board is compared with that of senior management and the workforce, and the status quo as well as the development of these ratios over time are examined. The Supervisory Board defines the term „senior management“ within the meaning of G.4 GCGC as the group of all managers who, in addition to the Management Board, are members of the management of q.beyond AG. The term „workforce“ refers to all employees of the q.beyond Group employed in Germany.

4. Overview of the remuneration system for the Management Board

4.1. The components of the remuneration system

The following table presents the basic components of the remuneration system.

| Non-performance-related components | |
|------------------------------------|---|
| Fixed remuneration | <ul style="list-style-type: none"> Contractually agreed fixed remuneration, paid in 12 equal monthly instalments |
| Fringe benefits | <ul style="list-style-type: none"> Company car and standard insurance benefits |
| Pension benefits | <ul style="list-style-type: none"> Fixed contribution to Company pension scheme (e.g. provident fund) |

| Performance-related components | |
|-----------------------------------|---|
| Short-Term Incentive (STI) | |
| Plan type | <ul style="list-style-type: none"> Annual target bonus plan |
| Cap | <ul style="list-style-type: none"> 150% of the target amount |
| Performance criteria | <ul style="list-style-type: none"> Turnover (as reported) EBITDA (as reported) Free cash flow (as reported) Respective weighting (20% – 50%) to be stipulated on an annual basis Criteria-based modifier (0.8 – 1.2) to take account of non-financial / ESG targets and extraordinary developments |
| Payment | <ul style="list-style-type: none"> In cash after completion of the financial year |
| Long-Term Incentive (LTI) | |
| Plan type | <ul style="list-style-type: none"> Performance Share Plan |
| Cap | <ul style="list-style-type: none"> 150% of the target amount |
| Performance criteria | <ul style="list-style-type: none"> Relative Total Shareholder Return (TSR) ESG targets Respective weighting (30% – 70%) to be stipulated per tranche |
| Performance period | <ul style="list-style-type: none"> Four years |
| Payment | <ul style="list-style-type: none"> Basically in cash, alternatively in shares, after four-year performance period |

| Other contractual provisions | |
|------------------------------|---|
| Maximum remuneration p.a. | <ul style="list-style-type: none"> Maximum remuneration of € 900,000 per member of the Management Board |
| Share ownership requirements | <ul style="list-style-type: none"> Obligation to buy and hold shares in q.beyond AG in an amount of 200% (Chairman of the Management Board, CEO or sole managing director) or 100% (ordinary Management Board members) of the annual fixed remuneration Obligation to hold for the entire term of office and for two years thereafter |
| Malus / claw back | <ul style="list-style-type: none"> Possibility to reduce or demand the return of the performance-related remuneration in the case of serious breaches or faulty consolidated accounts |
| Compensation cap | <ul style="list-style-type: none"> Compensation payment restricted to twice the fixed annual remuneration, but to a maximum of the fixed remuneration to which the Management Board member is entitled for the remainder of the contract of employment |

4.2. Relative shares of the components in the target total remuneration (remuneration structure)

The remuneration contains non-performance-related and performance-related components. A high proportion of the remuneration is performance-related and thus anchors a corresponding performance orientation (pay for performance) in the remuneration structure. In addition, the majority of the performance-related remuneration is linked to the achievement of long-term goals. Therefore, the target remuneration structure as a whole is geared towards the long-term and sustainable development of the Company.

The fixed remuneration amounts to 35% – 40% of the target total remuneration, the fringe benefits amount to 1% – 2% and the pension benefits to 0% – 3%. The STI target amount contributes approx. 20% – 25% to the target total remuneration, and the LTI target amount has a share of some 30% – 35% in the target total remuneration.

Since the value of fringe benefits is subject to annual fluctuations, the remuneration structure of a specific financial year may deviate from the target remuneration structure in individual cases.

4.3. Restriction of the remuneration components and maximum total remuneration

Appropriate remuneration for members of the Management Board is ensured by a cap in two respects. On the one hand, a maximum limit of 150% of the respective target amount is set for each of the performance-related components. On the other, pursuant to Section 87a (1) Sentence 2 No. 1 AktG, the Supervisory Board has set a maximum remuneration which limits the total amount of remuneration paid out for a given financial year, irrespective of the time of payment. The maximum remuneration for each member of the Management Board amounts to € 900,000.

5. Detailed consideration of the individual remuneration components

5.1. Non-performance-related components

5.1.1. Fixed remuneration

The fixed remuneration takes into account the performance of the respective Management Board member as well as the function and responsibility assigned to that member. It is paid in 12 equal monthly instalments at the end of each calendar month. The members of the Management Board do not receive any separate remuneration for assuming other mandates within the Group.

5.1.2. Fringe benefits

The fringe benefits granted to members of the Management Board mainly comprise the provision of a company car for business and private use (the Company bears all costs of maintenance and use) or the payment of a car allowance, a half contribution to the contributions for an existing health and long-term care insurance as well as other insurance benefits customary in the market.

5.1.3. Pension benefits

The Company may grant pension benefits to the members of the Management Board. These are fixed contributions to the Company pension scheme, e.g. in the form of an employer-financed provident fund.

5.2. Performance-related components

The performance-related components support the implementation of the corporate strategy and are geared towards the achievement of operational annual targets as well as the long-term and sustainable development of q.beyond. The selected performance criteria reflect q.beyond's growth strategy and provide incentives for achieving the relevant goals. At the same time, the pursuit of q.beyond's sustainability strategy is incentivised and the interests of the Management Board and shareholders are aligned. The performance-based components consist of the Short-Term Incentive (STI) with a one-year performance period and the Long-Term Incentive (LTI) with a four-year performance period. A clear „pay for performance“ approach is pursued, which provides for both ambitious internal targets and external performance comparison with comparable listed companies in relation to the performance portfolio of q.beyond. The granting of performance-related remuneration components solely at the discretion of the Supervisory Board (such as special remuneration for exceptional performance as the Supervisory Board deems fair and just) is not permitted.

5.2.1. Short-Term Incentive (STI)

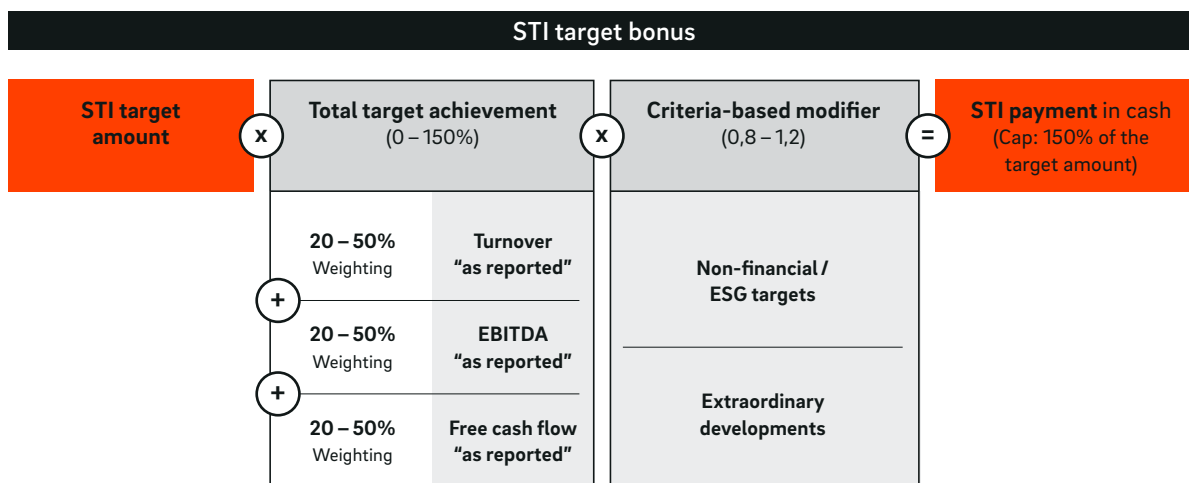
5.2.1.1. Basic features of the STI

The STI is designed as a target bonus system and takes into account non-financial and ESG targets in addition to the financial performance criteria of turnover, EBITDA and free cash flow. The financial performance criteria are derived directly from the Company's growth strategy. This aims at increasing revenues (turnover), while liquidity (free cash flow) and profitability (EBITDA) should continue to be ensured. The sustainability of the growth strategy is to be ensured at the same time through the additional consideration of non-financial and ESG targets.

The financial performance criteria are linked additively and each weighted with 20% to 50%, whereby the weightings of the three performance criteria must add up to 100%. The weighting is determined annually by the Supervisory Board within these ranges in order to be able to set relevant annual priorities based on the corporate strategy and the development of q.beyond. The total target achievement for the financial targets can be between 0% and 150%.

The non-financial and ESG goals are taken into account with the help of a criteria-based modifier. For this purpose, the Supervisory Board annually selects relevant priorities from a catalogue of criteria (derived from sustainability control) and determines concrete ESG targets for the respective financial year. In addition, the Supervisory Board – following the recommendation of the GCGC – has the option to take into account extraordinary developments appropriately via the modifier. The criteria-based modifier can be set within a range of 0.8 to 1.2 and is applied multiplicatively to the target achievement resulting from the financial performance criteria.

The basis for payments from the STI is the STI target amount specified in the employment contracts, which is multiplied by the overall target achievement from the financial performance criteria and the criteria-based modifier. In determining target achievement, the Supervisory Board has the option to take into account significant unplanned extraordinary effects or developments. Such effects or developments may be, for example, changes in accounting, changes in the scope of consolidation, the occurrence of significant special effects and/or extraordinary developments within the meaning of Section 87 (1) Sentence 3 2nd Half-sentence AktG. The payment from the STI is made in cash and is limited to 150% of the STI target amount.



5.2.1.2. Financial performance criteria of the STI

The first performance criterion concerns the consolidated turnover of the respective financial year. The relevant figures are the revenues published in the annual financial reporting approved by the Supervisory Board on the basis of the consolidated income statement. The Supervisory Board annually determines a target value for the consolidated turnover and may, in particular, take into account the respective annual planning. In addition, the Supervisory Board determines for each financial year a lower and upper threshold value as well as a target achievement curve on the basis of which the achievement of the performance criterion of turnover is determined.

The target achievement is 100% if the turnover of the business year corresponds to the target value. If the turnover reaches the upper threshold, the maximum value of 150% target achievement is reached. A Group turnover above the upper threshold value does not lead to a further increase in target achievement. If the turnover falls short of the lower threshold, the minimum value of 0% target achievement is reached. Target achievements between the respective defined target achievement points (0%; 100%; 150%) are interpolated linearly.

Another performance criterion is the Group's EBITDA. EBITDA is defined as earnings before interest, taxes, amortisation of deferred non-cash share-based payments and unscheduled impairment of customer-related inventories and amortisation and unscheduled impairment of property, plant and equipment and intangible assets. The relevant figure is the EBITDA value reported in the annual financial reporting approved by the Supervisory Board on the basis of the consolidated income statement. The Supervisory Board sets the target value for EBITDA annually and may, in particular, take into account the respective annual planning. In addition, the Supervisory Board determines a lower and upper threshold value for each financial year as well as a target achievement curve on the basis of which the target achievement of the performance criterion of EBITDA is determined.

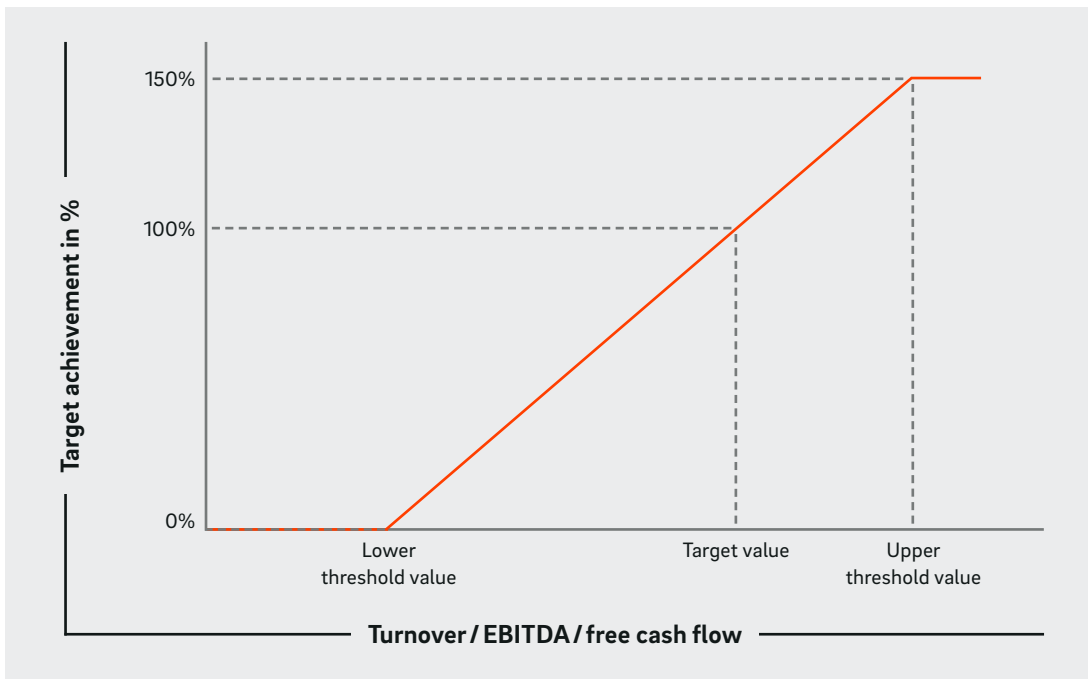
The target achievement is 100% if the EBITDA corresponds to the target value. If the EBITDA reaches the upper threshold, the maximum value of 150% target achievement is reached. Further increases in EBITDA above the upper threshold do not lead to a further increase in target achievement. If the EBITDA is below the lower threshold, the minimum value of 0% target achievement is reached. Target achievements between the respective defined target achievement points (0%; 100%; 150%) are interpolated linearly.

The Group's free cash flow is used as a third performance criterion. This represents the change in net liquidity/debt before acquisitions and distributions, including divestments. The value of the free cash flow reported in the annual Group reporting approved by the Supervisory Board on the basis of the Group cash flow statement is decisive. The Supervisory Board determines the target value for the free cash flow annually and may take into account the respective annual planning in particular. In addition, the Supervisory Board determines a lower and upper threshold value for each financial year as well as a target achievement curve on the basis of which the achievement of the free cash flow performance criterion is determined.

The target achievement is 100% if the free cash flow corresponds to the target value. If the free cash flow reaches the upper threshold, the maximum value of 150% target achievement is reached. Further increases in free cash flow above the upper threshold do not lead to a further increase in target achievement. If the free cash flow is below the lower threshold, the minimum value of 0% target achievement is reached. Target achievement between the respective defined target achievement points (0%; 100%; 150%) is interpolated linearly.

The following graph is an exemplary representation of a target achievement curve in relation to the financial performance criteria.

STI target achievement curves for financial performance criteria

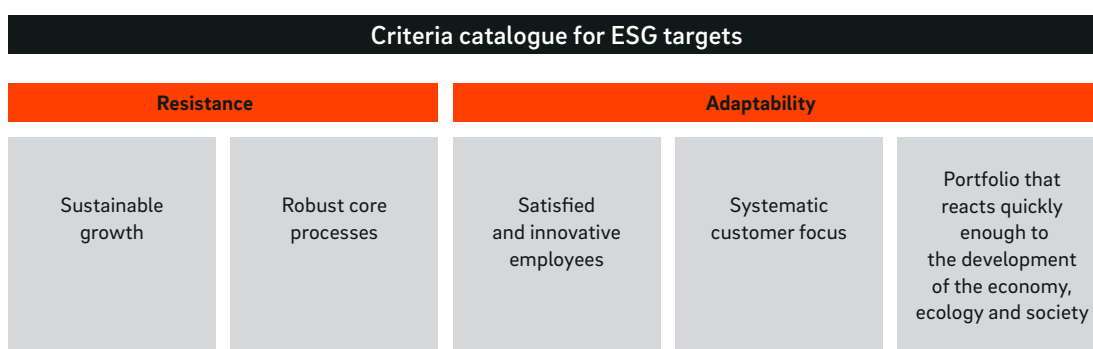


The target and threshold values set by the Supervisory Board for the respective financial year, as well as the actual results achieved and the resulting target achievements, as well as possible adjustments due to extraordinary effects or developments, are published transparently ex-post in the remuneration report for each financial performance criterion.

5.2.1.3. Criteria-based modifier

The criteria-based modifier allows the Supervisory Board to take into account non-financial and ESG targets as well as any extraordinary developments that may have occurred, in addition to the financial target achievement.

At the beginning of each financial year, the Supervisory Board selects relevant focal points from the catalogue of criteria derived from the sustainability strategy and derives specific ESG targets for measurement for the respective financial year. The ESG criteria are derived from sustainability control and are highly relevant for the business resilience of q.beyond, whereby this comprises the dimensions of resilience and adaptability.



Furthermore, in accordance with the recommendation of the GCGC, the Supervisory Board may take into account any extraordinary developments that may have occurred during the financial year within the framework of the criteria-based modifier. Extraordinary developments are rare special situations that are not adequately covered by the previously defined performance targets. For example, extraordinary, far-reaching changes in the economic situation can be considered as extraordinary developments. Generally unfavourable market developments are explicitly not considered extraordinary developments.

The criteria-based modifier can be set within a range of 0.8 to 1.2 and is at the discretion of the Supervisory Board. The determination of the modifier, the non-financial and ESG targets as well as any extraordinary developments taken into account are reported transparently ex-post in the remuneration report.

5.2.2. Long-Term Incentive (LTI)

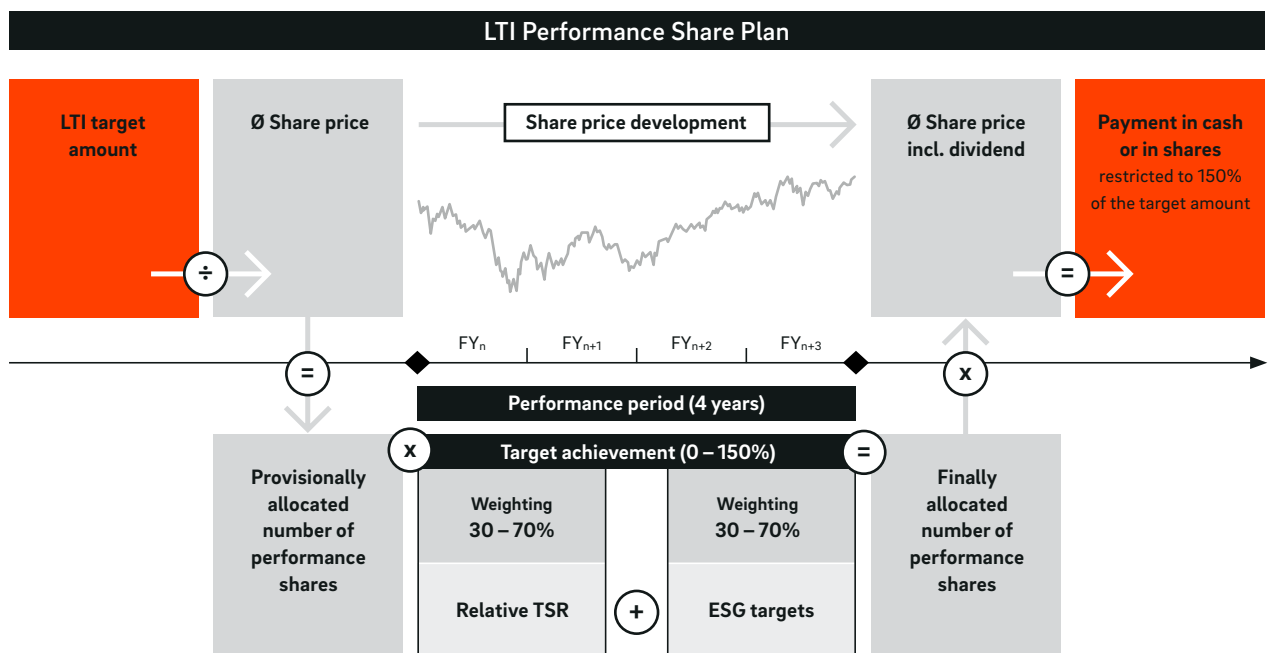
5.2.2.1. Basic features of the LTI

The LTI is designed as a performance share plan and, in addition to relative total shareholder return (relative TSR), also takes ESG targets into account. With a performance period of four years, the LTI is geared towards the long-term and successful development of q.beyond and, through its share price orientation, incentivises the continuous increase in the Company value targeted in the growth strategy. The additional consideration of relative share performance compared to companies in a selected peer group further aligns the interests of the Management Board and shareholders. Furthermore, the focus is placed on sustainable corporate development through ESG targets.

The performance share plan is granted in annual tranches on 1 January of the respective financial year. At the beginning of each tranche, the LTI target amount specified in the employment contracts is divided by the arithmetic mean of the closing prices of the q.beyond share over the last 60 stock exchange trading days prior to the beginning of the performance period. The resulting number of virtual performance shares is provisionally allocated.

The final number of virtual shares granted at the end of the four-year performance period varies with the performance determined, and any virtual performance shares provisionally granted may also be forfeited. The final number is determined at the end of the performance period based on the two performance criteria of relative TSR and ESG targets. The two performance criteria are additively linked and each weighted between 30% and 70%, whereby the weightings of both performance targets must add up to 100%. The weighting is determined by the Supervisory Board before the start of each tranche in order to be able to set relevant priorities for the respective performance period. The target achievement of the two performance criteria can be between 0% and 150% each. The overall target achievement is calculated on the basis of the target achievement of the two performance criteria and the weighting determined in advance. At the end of the performance period, the overall target achievement is multiplied by the number of provisionally allocated virtual performance shares to determine the final number of virtual performance shares.

The final number of performance shares achieved at the end of the performance period is then multiplied by the arithmetic mean of the closing prices of the q.beyond share during the last 60 stock exchange trading days before the end of the performance period. This amount is increased by the dividends that have accrued for q.beyond shares during the performance period and paid out. The resulting pay-out is limited to 150% of the LTI target amount. The pay-out is generally made in cash. In addition, the Supervisory Board reserves the right to make a pay-out by alternatively transferring q.beyond shares.



When determining the pay-out, the Supervisory Board has the option of taking into account significant unplanned extraordinary effects or developments. Extraordinary effects or developments are rare special situations that are not adequately covered by the performance targets. Generally unfavourable market developments are explicitly not considered extraordinary developments. In this context, the Supervisory Board will be guided by the pay-out that the Management Board member would have been entitled to without the extraordinary development.

The weighting of the two performance criteria, the selected ESG targets, the respective target achievements of the two performance criteria as well as the determination of the pay-out amount and possible adjustments are reported transparently ex-post in the remuneration report.

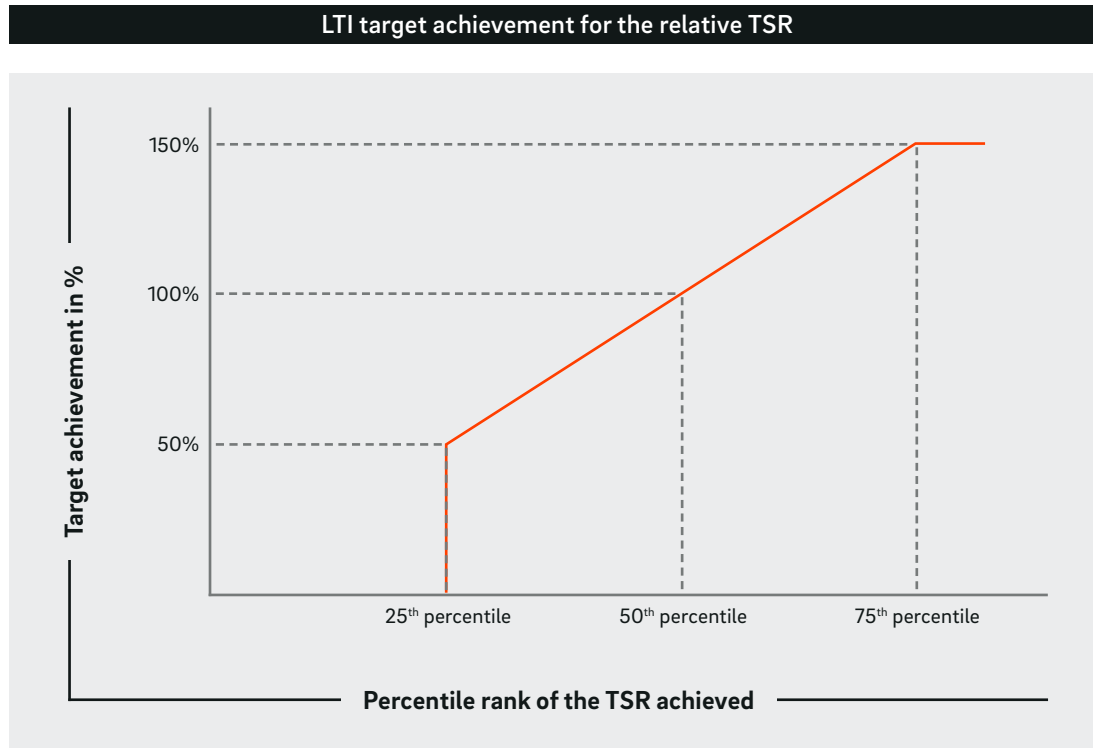
5.2.2.2. Performance criterion of relative TSR

Total shareholder return (TSR) refers to the share price performance plus notionally reinvested gross dividends. In determining the relative TSR, the TSR of the q.beyond share during the four-year performance period is compared with the TSR of companies in a selected peer group.

The peer group currently consists of the following companies: adesso SE, All for One Group SE, Allgeier SE, Bechtle AG, Cancom SE, CENIT AG, Datagroup SE, GFT Technologies SE, KPS AG, PSI Software AG, S+T System Integration & Technology Distribution AG, secunet Security Networks AG, SNP Schneider-Neureither & Partner SE and Softing AG. Should individual companies in the peer group cease to exist in their current form in the future or no longer be appropriate as comparable companies, the Supervisory Board reserves the right to remove companies from the peer group or add new, suitable companies before the start of a new tranche. The number of companies in the peer group is at least ten companies.

The degree of target achievement depends on the percentile rank of the TSR achieved by q.beyond over the performance period compared to the TSR values of the companies in the peer group. If the achieved percentile rank of q.beyond falls below the 25th percentile, the degree of target achievement for the relative TSR target corresponds to 0%. If the percentile rank of q.beyond reaches the 25th percentile, the degree of target achievement for the relative TSR target corresponds to 50%. If the percentile rank of q.beyond reaches or exceeds the 75th percentile, the degree of target achievement for the relative TSR target is 150%. If the percentile rank of q.beyond exceeds the 25th percentile but does not reach the 75th percentile within the peer group, the target achievement level for the relative TSR target is determined by linear interpolation between the target achievement of 50% at the 25th percentile and the maximum target achievement of 150% at the 75th percentile.

The following graph is an exemplary representation of a target achievement curve in relation to the relative TSR:



5.2.2.3. Performance criterion of ESG targets

The ESG targets are derived from q.beyond's sustainability control, which currently covers the two dimensions of resilience and adaptability. The Supervisory Board selects specific ESG targets for the respective tranche before the start of the performance period and determines the weighting between the individual ESG targets.

For the respective ESG targets, the Supervisory Board also determines the target value before the start of the performance period, as well as a lower and upper threshold value and a target achievement curve on the basis of which the target achievement of the ESG targets is determined. The target achievement from the ESG targets can amount to a maximum of 150% in total.

The target achievement is 100% if the respective ESG target corresponds to the target value. If the respective ESG target reaches the upper threshold value, the maximum value of 150% target achievement is reached. Further increases of the respective ESG target above the upper threshold value do not lead to a further increase in target achievement. If the respective ESG target is below the lower threshold value, the minimum value of 0% target achievement is reached. Target achievements between the respective defined target achievement points (0%; 100%; 150%) are interpolated linearly.

The ESG targets selected for the respective tranche and their achievement are reported transparently ex-post in the remuneration report. Subject to future amendments, the following key performance indicators from the catalogue of criteria have been determined for the ESG targets:

| ESG targets for LTI 2021 | | | | |
|--------------------------|---|---|---|---|
| Resistance | | Adaptability | | |
| Sustainable growth | Robust core processes | Satisfied and innovative employees | Systematic customer focus | Portfolio that reacts quickly enough to the development of the economy, ecology and society |
| | Greenhouse gas emissions in tonnes of CO ₂ | Willingness of employers to recommend (NPS) | Willingness of customers to recommend (NPS) | Revenue share of digital sustainability solutions in total revenues |
| | | | | Percentage of digital sustainability solutions in overall portfolio |

5.3. Malus and claw back

In justified cases, the Supervisory Board has the option of reducing or reclaiming the performance-related remuneration in whole or in part (malus and claw back regulation). This possibility exists in the event of a serious violation of legal or contractual duties or of main principles of the Company (e.g. from the code of conduct or the compliance guidelines).

In addition, the Company has a claim against the member of the Management Board for repayment of the performance-related remuneration paid if it emerges after payment that the audited and approved consolidated financial statements on which the calculation of the payment amount is based were objectively incorrect and must therefore be corrected in accordance with the relevant accounting regulations and that a lower amount or no amount of the performance-related remuneration would have been owed on the basis of corrected consolidated financial statements. It is not necessary for the Management Board member to be at fault with regard to the necessity of a correction of the consolidated financial statements. The claim for repayment falls due as soon as the error(s) has/have been corrected in the context of audited and approved consolidated financial statements. The claim for repayment exists in the amount of the difference between the amounts paid out for the performance-related remuneration and the amounts of the performance-related remuneration that should have been paid out on the basis of the corrected consolidated financial statements.

The possibility of withholding remuneration or requesting its repayment also exists if the office or employment relationship with the Management Board member has already ended at the time the right of withholding arises or the claim for requesting repayment of remuneration falls due. The repayment of performance-related remuneration is excluded if the remuneration was paid more than two years ago.

Statutory sanction rights and rights to request repayment against the Management Board member, in particular the assertion of damages pursuant to Section 93 AktG as well as the right to dismiss the Management Board member for good cause or to terminate the employment contract, remain unaffected.

5.4. Share Ownership Guidelines (SOG)

In order to further align the interests of the Management Board and the shareholders and to focus even more strongly on the long-term and sustainable development of q.beyond, the Management Board is obliged to acquire and hold q.beyond shares. The amount of the share ownership obligations (SOG target) is 200% of the respective annual gross fixed remuneration for the Chairman of the Management Board, CEO or a sole member of the Management Board and 100% for an ordinary member of the Management Board. Until the SOG target is reached, each Management Board member is obliged to invest a share of 25% of his or her paid performance-related remuneration in shares of q.beyond each year. Shares already held and/or voluntarily acquired are counted towards meeting this SOG target. The share ownership period extends over the entire period of service of the respective Management Board member and two years thereafter.

6. Remuneration-related legal transactions

6.1. Term of contract and termination options

The employment contracts of members of the Management Board are concluded for the respective duration of the appointment. As a rule, this is three years. There is no provision for ordinary termination. The right of termination for good cause (Section 626 German Civil Code – BGB) by both parties is not affected by this.

In the event of a premature termination of the Management Board member's appointment as a member of the Management Board due to effective revocation of the appointment or justified resignation from office by the Management Board member, the employment contract ends upon expiry of the statutory notice period pursuant to Section 622 (1) and (2) BGB, without requiring a separate notice of termination for this purpose.

Furthermore, the employment contract for the member of the Management Board ends without notice being required if the Management Board member becomes permanently incapacitated for work during the term of this employment contract, at the latest at the end of the third month after the month in which the permanent incapacity for work is determined.

6.2. Provisions in the case of entry or exit during a year

If a member of the Management Board enters or leaves the services of q.beyond in the current financial year, the total remuneration for the respective financial year (including STI and LTI) is reduced accordingly pro rata temporis

6.3. Premature termination

6.3.1. Compensation

In the event of premature termination of the Management Board position, payments to the Management Board member (including fringe benefits) may not exceed the value of two years' fixed remuneration (compensation cap) and the value of the annual fixed remuneration for the remaining term of the employment contract.

In the event of premature termination of this employment contract at the request of the Management Board member or for good cause for which the Management Board member is responsible, the Management Board member is not be entitled to any payments.

6.3.2. Incapacity for work and death

In the event of temporary incapacity to work due to illness, accident or another reason for which the Management Board member is not responsible, the Company will pay the Management Board member the remuneration, including STI and LTI, in the unchanged amount for an uninterrupted period of six months, but no longer than until the end of the term of the employment contract.

If the Management Board member dies during the term of the employment contract, his widow and his children, insofar as they have not yet reached the age of 25, are entitled as joint creditors to the undiminished continued payment of the annual basic remuneration for the remainder of the month of death and the three following months, but at the longest until the end of the term of the employment contract – without the death of the Management Board member.

6.3.3. Performance-related remuneration in the event of premature termination

In principle, in the event of premature termination of the employment contract, any outstanding variable remuneration components attributable to the period up to the termination of the contract are paid out in accordance with the originally agreed targets and comparison parameters and in accordance with the due dates or holding durations specified in the contract. Premature payment is not made.

In the event of premature termination by way of an extraordinary notice of termination for good cause pursuant to Section 626 (1) BGB by the Company or as a result of an effective revocation of the appointment for good cause within the meaning of Section 626 (1) BGB or due to gross breach of duty within the meaning of Section 84 (3) AktG or due to self-initiated termination or cancellation of the employment contract or laying down of the Management Board mandate without good cause within the meaning of Section 626 (1) BGB by the Management Board member (without agreement with the Company), the performance-related remuneration is forfeited without replacement or compensation.

In the event of termination due to permanent incapacity or death of the Management Board member, all performance-related remuneration components are paid out immediately after the end of the employment contract. The amount of payment corresponds to the cumulative target amount of all outstanding tranches.

The Supervisory Board is entitled to deviate from the regulations in individual cases at its reasonable discretion.

6.4. Side-line activity of members of the Management Board

If, at the request of the Company, a member of the Management Board assumes duties in companies in which the Company holds a direct or indirect interest and receives separate remuneration for assuming such positions and offices, such remuneration shall be credited against the member's contractually agreed remuneration entitlements (primarily against the fixed remuneration).

In principle, the member of the Management Board is required to devote his working time exclusively to q.beyond. The assumption of any other professional activity, whether paid or unpaid, as well as any honorary activity, requires the prior written consent of the Supervisory Board, which may be revoked at any time. The same applies to the retention of such functions already exercised at the beginning of the employment contract. In this context, the Supervisory Board also decides on a possible crediting of the remuneration for the side-line activity.

7. Temporary deviations from the remuneration system

The Supervisory Board may temporarily deviate from the remuneration system under special and exceptional circumstances in accordance with Section 87a (2) Sentence 2 AktG if this is necessary in the interest of the long-term well-being of q.beyond. Special and exceptional circumstances explicitly do not include unfavourable market developments. Rather, these are cases such as a severe corporate or economic crisis in which, for example, an adequate incentive effect can no longer be ensured by the present remuneration system and thus a temporary deviation becomes necessary. These special and exceptional circumstances are determined by resolution of the Supervisory Board. Even in the event of a temporary deviation from the remuneration system, the remuneration of the Management Board must be geared towards the long-term and sustainable development of q.beyond and be in an appropriate relationship to the social situation and the Management Board's performance.

If an exceptional circumstance has been identified by a Supervisory Board resolution, the Supervisory Board is permitted, at its discretion, to temporarily deviate from the following components of the remuneration system: the relative shares of the remuneration components, the performance criteria of the STI and LTI, their performance periods and their respective ranges of possible target achievements, the fringe benefits in the event of a temporary requirement for other fringe benefits, and the amount of the maximum remuneration. The Supervisory Board also has the option to compensate new Management Board members for salary losses from previous employment resulting from the move to q.beyond or costs incurred due to a change of location by means of special payments on joining the Company.

At all events, in cases in which a temporary deviation from the remuneration system occurs, the necessity for this deviation as well as the procedure will be explained in the remuneration report and the affected remuneration components specified in accordance with Section 162 (1) Sentence 2 No. 5 AktG.

III. Further information on convocation

The Annual General Meeting will be held as a virtual annual general meeting in accordance with the decision of the Management Board with the consent of the Supervisory Board on the basis of Section 1 (2) of the COVID-19 Act without the physical presence of the shareholders or their proxies. Shareholders and their proxies may exercise their voting rights at the Annual General Meeting exclusively by means of electronic absentee voting (Briefwahl) (no electronic participation) or by granting power of attorney and issuing instructions to the proxies appointed by the Company in accordance with the following provisions.

All time information in the section „Further information on convocation“ is given in Central European Summer Time (CEST), which is authoritative for Germany. In terms of Coordinated Universal Time (UTC), this corresponds to the ratio UTC = CEST minus two hours.

1. Video and audio transmission of the entire Annual General Meeting on the internet

Shareholders who have registered for the Annual General Meeting in due form and time in accordance with the provisions set out below can watch the entire video and audio transmission of the Annual General Meeting using the password-protected AGM portal at

www.qbeyond.de/agm

The access data for the AGM portal will be sent to the shareholders with their personal invitation documents.

Authorised intermediaries (e.g. credit institutions), persons or institutions equivalent to these pursuant to Section 135 (8) AktG (proxy advisors, shareholders' associations or persons acting in a commercial capacity) as well as other proxies may also follow the entire Annual General Meeting using the password-protected AGM portal with the access data sent to the shareholder.

2. Requirements for participating in the virtual Annual General Meeting by following the video and audio transmission of the entire Annual General Meeting and exercising the voting right

Shareholders and their proxies (with the exception of the proxies nominated by the Company) are not entitled to physically participate in the virtual Annual General Meeting. Pursuant to Article 18 of the Articles of Association, shareholders who are registered in the share register and who have registered for the Annual General Meeting in such a timely manner that the Company has received the registration at one of the addresses below by no later than midnight (CEST) on 5 May 2021 („duly registered shareholders“) are entitled to participate in the virtual Annual General Meeting by following the video and audio transmission of the entire Annual General Meeting and to exercise their voting rights by electronic absentee voting (no electronic participation) or by granting power of attorney and issuing instructions to the proxies appointed by the Company. The registration must be in text form in German or English.

The registration can be made electronically using the password-protected AGM portal offered by the Company at

www.qbeyond.de/agm

or

by post to the following address

**q.beyond AG
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich**

or

by e-mail to

namensaktien@linkmarketservices.de

The access data for using the password-protected AGM portal will be sent to the shareholders with the AGM invitation documents.

All shareholders entered in the share register at the latest at the beginning of the 21st day before the Annual General Meeting (i.e. on 21 April 2021, 0:00 a.m. (CEST)) will receive the personal invitation documents together with a registration form from the Company.

For shareholders who are entered in the share register later than 0:00 (CEST) on 21 April 2021, the timely dispatch of a personal invitation by the Company is no longer guaranteed. They have the option to formulate their registration themselves and to send it in writing or by e-mail to the above addresses. The access data for using the password-protected AGM portal will then be sent separately to such shareholders after they have registered in due form and time.

The registration must show the identity of the shareholder beyond doubt. It should therefore contain the full name of the shareholder, the shareholder's address and shareholder number.

In relation to the Company, rights and obligations arising from shares exist only for and against the person registered in the share register pursuant to Section 67 (2) Sentence 1 AktG. Accordingly, the registration status of the share register on the day of the Annual General Meeting is decisive for the participation in the virtual Annual General Meeting by following the video and audio transmission of the entire Annual General Meeting as well as for the number of voting rights to which a duly registered shareholder or his proxy is entitled for the Annual General Meeting. Please note that for technical reasons no transfers will be made in the share register in the period from the end of 5 May 2021, 24:00 hours (CEST) (so-called Technical Record Date), until the end of the Annual General Meeting (so-called transfer stop). The status of the share register on the day of the Annual General Meeting therefore corresponds to the status after the last transfer on 5 May 2021, 24:00 hours (CEST). Shareholders may dispose of their shares in spite of the transfer stop. However, purchasers of shares whose applications for transfer are received by the Company after 5 May 2021, 24:00 hours (CEST) may only exercise their right to follow the entire video and audio transmission of the Annual General

Meeting as well as voting rights from these shares if they are authorised to this extent by the shareholder still registered in the share register or if they have themselves authorised to exercise their rights. All purchasers of shares in the Company who are not yet registered in the share register are therefore requested to submit transfer applications as soon as possible. Entries in the share register can be effected via the respective ultimate intermediary.

3. Procedure for absentee voting

Shareholders have the option to cast their votes by way of electronic absentee voting within the framework described below without attending the Annual General Meeting. In this case, too, registration in the share register and timely registration of the shareholder in accordance with the above provisions are required. Absentee votes that cannot be attributed to a proper registration are void. Absentee voting takes place exclusively by way of electronic communication using our password-protected AGM portal, which is available at the internet address

www.qbeyond.de/agm

Absentee voting by e-mail or by post is not possible. The access data for the AGM portal will be sent to the shareholders with the personal invitation documents.

Voting by electronic absentee vote via the password-protected AGM portal is possible, notwithstanding timely registration, until immediately before the start of voting at the AGM on 12 May 2021 (which time will be announced by the Chairman of the meeting).

It is also possible to amend or revoke absentee votes already cast using the password-protected AGM portal up to the above-mentioned date. Further details on postal voting are available on the Company's website at www.qbeyond.de/agm.

Authorised intermediaries (e.g. credit institutions), persons or institutions equivalent to these pursuant to Section 135 (8) AktG (proxy advisors, shareholders' associations or persons acting in a commercial capacity) or other proxies may also make use of the absentee vote.

4. Procedure for voting by proxy

Shareholders also have the option of having their voting rights exercised at the Annual General Meeting by proxies appointed by the Company within the framework described below. In this case, too, registration in the share register and timely registration by the shareholder in accordance with the above provisions are required. The proxies nominated by the Company will only be available for the exercise of voting rights and, in the event of their authorisation, will exercise the voting right exclusively in accordance with instructions. Without instructions from the shareholder, the proxies appointed by the Company are not authorised to exercise voting rights. The granting of the power of attorney (with instructions) and its revocation require the text form. Proxy and instruction forms as well as further details are included in the personal invitation documents sent to the shareholders or can be downloaded from the Company's website at www.qbeyond.de/agm.

The granting of powers of attorney and instructions to the proxies appointed by the Company is possible notwithstanding the timely registration using the password-protected AGM portal, which is available at the internet address

www.qbeyond.de/agm

until immediately before the start of voting at the Annual General Meeting on 12 May 2021 (which time will be announced by the Chairman of the meeting). The access data for the AGM portal will be sent to the shareholders with the personal invitation documents.

Powers of attorney and instructions to the proxies appointed by the Company that are not issued via the AGM portal must be submitted to the Company, notwithstanding timely registration, by post or electronically by 11 May 2021, 24:00 hours (CEST) (receipt) at the latest as follows:

by post: **q.beyond AG**
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich

or

by e-mail: **namensaktien@linkmarketservices.de**

Shareholders who are registered in the share register and who do not wish to exercise their voting rights themselves by postal vote or by granting power of attorney and issuing instructions to the proxies appointed by the Company for the Annual General Meeting may also have their voting rights exercised by another proxy, e.g. by an intermediary (e.g. a credit institution), a shareholders' association, a proxy advisor or another person of their choice; this also applies in principle to the possibility of asking questions electronically and objecting electronically to a resolution of the Annual General Meeting. In this case, too, registration in the share register and timely registration by the shareholder in accordance with the above provisions are required. For his part, the proxy may only exercise the voting right by absentee vote or by (sub-)authorisation and instruction to the proxies appointed by the Company to the extent permitted by law. If neither an intermediary (e.g. a credit institution), a shareholders' association, a proxy advisor nor a person or institution treated as equivalent pursuant to Section 135 AktG is authorised, the power of attorney must be granted in text form pursuant to Section 126b BGB. In such cases, the revocation of a power of attorney and the proof of authorisation vis-à-vis the Company also require the text form.

Shareholders who wish to authorise a proxy can submit a power of attorney via our password-protected AGM portal at

www.qbeyond.de/agm

To grant a power of attorney, they may also use the forms which the Company provides for this purpose on the internet at www.qbeyond.de/agm. Proxy forms are also included in the personal invitation documents sent to shareholders for registration.

The declaration of the granting of the power of attorney may be made to the proxy or to the Company.

Proof of authorisation must be sent to the Company as follows:

by post: **q.beyond AG**
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich

or

by e-mail: **namensaktien@linkmarketservices.de**

The AGM portal and the aforementioned transmission channels are also available if the power of attorney is to be granted by declaration to the Company; in this case, separate proof of the granting of the power of attorney is not required. The revocation of a power of attorney already granted can also be declared directly to the Company via the AGM portal or via the aforementioned transmission channels.

Special conditions may apply to the authorisation of an intermediary (e.g. a credit institution), a shareholders' association, a voting advisor or a person or institution equivalent to them pursuant to Section 135 (8) AktG, as well as to the revocation and proof of such authorisation; in such a case, shareholders are requested to consult with the person to be authorised in due time regarding a form of proxy that may be required by him.

Credit institutions, shareholders' associations, proxy advisors as well as other intermediaries covered by Section 135 AktG and persons treated as such pursuant to Section 135 AktG who represent a majority of shareholders are recommended to register in advance of the Annual General Meeting with regard to the exercise of voting rights at the following address:

q.beyond AG
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich
E-Mail: namensaktien@linkmarketservices.de

If a shareholder authorises more than one person, the Company may reject one or more of them. If an intermediary (e.g. a credit institution) or an institution or person equivalent to them pursuant to Section 135 AktG is entered in the share register, he may exercise the voting right for shares not belonging to him only on the basis of an authorisation of the shareholder.

The exercise of rights by the proxy via the AGM portal (no electronic participation) requires that the proxy receives from the principal the access data sent with the personal invitation documents to the AGM.

5. Further information on the exercising of voting rights via absentee vote and power of attorney and instructions to the proxy named by the Company

After timely registration, in addition to the above-mentioned channels by e-mail and post, shareholders may use our AGM portal until 11 May 2021, 24:00 hours (CEST) (access), to issue powers of attorney and instructions to the proxies appointed by the Company, to change and/or revoke them until immediately before the start of voting at the Annual General Meeting (this time will be announced by the Chairman of the meeting). Our AGM portal is also available for the casting of votes by absentee voting, their amendment and/or revocation until immediately before the start of voting at the AGM (this time will be announced by the Chairman of the meeting). The access data for the AGM portal will be sent with the personal invitation documents.

The casting of votes by absentee voting and the issuing of powers of attorney and instructions to the proxies appointed by the Company is limited to voting on the proposals for resolutions of the Management Board and/or the Supervisory Board announced in the convocation (including a possible adjustment of the proposal for a resolution on the appropriation of profits announced therein to the current number of shares entitled to dividends at the time of passing the resolution) as well as any voting on motions of shareholders announced by the Company in advance of the Annual General Meeting pursuant to Sections 122, 126, 127 AktG. Should an individual vote be held on an agenda item without this having been communicated in advance of the virtual Annual General Meeting, the vote cast or instruction given on this agenda item as a whole shall also be deemed to be a corresponding vote cast or instruction given for each item of the individual vote.

In case of multiple incoming declarations, the declaration submitted last has priority (date of submission of the declaration). If different declarations are received by different means of transmission and it is not recognisable which declaration was submitted last, they are considered in the following order: 1. via the AGM portal, 2. via e-mail and 3. in paper form.

Please note that shareholders and their proxies cannot exercise any rights to speak or ask questions at the Annual General Meeting pursuant to Section 131 AktG or any rights to propose motions at the Annual General Meeting, nor can they propose resolutions at the Annual General Meeting, as absentee voters they do not participate in the Annual General Meeting due to a lack of physical presence and the proxies appointed by the Company are only available for exercising voting rights and not for exercising any other shareholder rights. Please note the information provided in section 6 below as well as on the registration form sent together with the personal invitation documents and at www.qbeyond.de/agm.

6. Rights of the shareholders

6.1. Requests for additions to the agenda pursuant to Section 122 (2) AktG

Under Section 122 (2) AktG, shareholders whose shares together amount to at least 5% of the share capital or the pro rata amount of EUR 500,000.00 may request that items be placed on the agenda and published. Each new item must be accompanied by a statement of reasons or a draft resolution. The request must be addressed in writing to the Management Board and must be received by the Company pursuant to Section 122 (2) AktG at least 30 days prior to the Annual General Meeting

(not including the day of the Annual General Meeting and the day of receipt), i.e. no later than 11 April 2021, 24:00 hours (CEST). Requests for additions received later will not be considered. We request that requests for additions be sent to the following address pursuant to § 122 (2) AktG:

**q.beyond AG
Management Board
Mathias-Brüggen-Straße 55
50829 Cologne**

Additions to the agenda to be announced will be published in the Federal Gazette immediately after receipt of the request. They will also be made available on the Company's website at www.qbeyond.de/agm and communicated to the shareholders.

6.2. Countermotions and election proposals by shareholders pursuant to Sections 126 (1), 127 AktG

Shareholders may submit countermotions against a proposal of the Management Board and/or Supervisory Board on a specific agenda item to the Company pursuant to Section 126 (1) (AktG). They may also send proposals for the election of auditors pursuant to Section 127 AktG. Such motions are to be sent exclusively to the following address, stating the name of the shareholder:

by post: **q.beyond AG
Investor Relations
Mathias-Brüggen-Straße 55
50829 Cologne**

or

by e-mail: **hauptversammlung@qbeyond.de**

Countermotions from shareholders which are received with any statement of grounds at least 14 days prior to the day of the Annual General Meeting (not including the day of the Annual General Meeting and the day of receipt), i.e. no later than 27 April 2021, 24:00 hours (CEST), at the above address, will be published, including the name of the shareholder, any statement of grounds and a possible statement from the administration, on the internet at

www.qbeyond.de/agm

provided that the other requirements for an obligation to publish pursuant to Section 126 AktG are fulfilled. Motions of shareholders addressed otherwise will be disregarded. The Company may refrain from publishing a countermotion under the conditions set out in Section 126 (2) AktG, for example, because the countermotion would lead to a resolution of the Annual General Meeting that would be contrary to the law or the Articles of Association. In this respect, however, the Company will not exercise its right under Section 126 (2) Sentence 1 No. 6 AktG. The statement of grounds for a countermotion need not be made available if it exceeds a total of 5,000 characters.

The above statements on Section 126 (1) AktG apply accordingly to the proposal of a shareholder for the election of auditors pursuant to section 127 AktG. Except in the cases of Section 126 (2) AktG, the Management Board need not make election proposals of shareholders accessible even if they do not contain the information pursuant to Section 124 (3) Sentence 4 AktG (indication of the name, practised profession and place of residence of the proposed candidate).

Countermotions and/or election proposals submitted in due form and time in accordance with the above provisions pursuant to Sections 126, 127 AktG and made available by the Company will be deemed to have been made at the Meeting pursuant to Section 1 (2) Sentence 3 of the COVID-19 Act if the shareholder making the motion or submitting the election proposal is duly legitimised and registered for the Annual General Meeting.

6.3. Right to information pursuant to Section 131 (1) AktG and right to ask questions pursuant to Section 1 (2) Sentence 1 No. 3, Sentence 2 of the COVID-19 Act

Shareholders do not have the right to verbally request information from the Management Board in the virtual Annual General Meeting pursuant to Section 131 (1) and (4) AktG. However, duly registered shareholders have the right to ask questions by way of electronic communication pursuant to Section 1 (2) Sentence 1 No. 3 COVID-19 Act. The Management Board decides how to answer questions at its free discretion in line with its duties. Questions in foreign languages will not be considered.

The Management Board has decided, with the consent of the Supervisory Board pursuant to Section 1 (2) Sentence 2 of the COVID-19 Act, that any questions must be submitted electronically via the password-protected AGM portal at www.qbeyond.de/agm by no later than one day prior to the AGM, i.e. by the end of 10 May 2021, 24:00 hours (CEST). The „Questions“ button is provided for this purpose in the AGM portal. Questions received later will not be considered.

Questions will be answered during the video and audio transmission of the virtual Annual General Meeting. For reasons of data protection, the answering of questions in the virtual Annual General Meeting will not include the name of the questioner in the case of natural persons. Frequently asked questions may be answered in advance on the Company's website.

6.4. Possibility to object electronically to a resolution of the Annual General Meeting pursuant to Section 1 (2) Sentence 1 No. 4 of the COVID-19 Act

Shareholders who have exercised their voting rights on one or more resolutions of the Annual General Meeting are given the opportunity to declare their objection to a resolution of the Annual General Meeting for the record of the notary public by means of electronic communication, waiving the requirement to appear at the Annual General Meeting. Such declarations may be made from the beginning of the Annual General Meeting until its closing by the Chairman of the Meeting exclusively via our password-protected AGM portal at

www.qbeyond.de/agm

Further explanations on the rights of shareholders pursuant to Sections 122 (2), 126 (1), 127 and 131 (1) AktG as well as Section (2) Sentence 1 No. 3 and No. 4, Sentences 2 and 3 COVID-19 Act are available on the internet at

www.qbeyond.de/agm

7. Information and documents on the Company's website

The information and the documents to be made available to the Annual General Meeting pursuant to Section 124a AktG will be made available to the shareholders on the Company's website at

www.qbeyond.de/agm

and will also be available there during the Annual General Meeting.

8. Information on the total number of shares and voting rights at the time of convening the Annual General Meeting

At the time the Annual General Meeting is convened, the share capital amounts to 124,509,487.00 euros and is divided into 124,509,487 no-par value registered shares. Each share grants one vote at the Annual General Meeting, so that the total number of shares and voting rights at the time of convening the Annual General Meeting is 124,509,487. The Company does not hold any treasury shares at the time of convening the Annual General Meeting.

The convocation was announced in the Federal Gazette on 30 March 2021.

Cologne, in March 2021

q.beyond AG
The Management Board

Information for shareholders and their representatives on data protection pursuant to Art. 13, 14 GDPR

This data protection notice informs you about the processing of your personal data by q.beyond AG in connection with your position as a shareholder or shareholder representative and the rights to which you are entitled under data protection law.

Who is the data processing controller?

The data processing controller is q.beyond AG, Mathias-Brüggen-Straße 55, 50829 Cologne, e-mail: info@qbeyond.de, Tel.: +49 (0) 221 669-8000.

The data protection officer of q.beyond AG can be reached at Datenschutzbeauftragter der q.beyond AG c/o migosens GmbH, Wiesenstr. 35, 45473 Mülheim an der Ruhr, e-mail: datenschutzbeauftragter@qbeyond.de.

For what purposes and on what legal basis are the data processed?

q.beyond AG processes your personal data in accordance with the provisions of the EU General Data Protection Regulation („GDPR“), the German Federal Data Protection Act („BDSG“) and the German Companies Act („AktG“) as well as all other relevant legal provisions.

The shares of q.beyond AG are no-par value registered shares. Section 67 AktG stipulates that such shares must be entered in the Company's share register, stating the name, date of birth and a postal address as well as an electronic address of the shareholder and the number of shares or the share number. The shareholder is generally obliged to provide the Company with this information. If you do not agree to provide this information, you cannot be entered in the share register and cannot exercise your rights as a shareholder. The intermediaries involved in the acquisition, custody or sale of your shares (e.g. credit institutions) regularly forward this information as well as other information relevant for the maintenance of the share register (e.g. nationality, gender and submitting bank) to the share register on your behalf. This is done via Clearstream Banking AG, Frankfurt, which, as central securities depository, carries out the technical settlement of securities transactions and the safe-keeping of shares for the intermediaries (e.g. credit institutions).

q.beyond AG processes your personal data for the purposes stipulated in the German Companies Act. This includes keeping the share register, communicating with shareholders and handling annual general meetings.

In connection with the Annual General Meeting, q.beyond AG processes your personal data for the purpose of processing the registration and participation (by following the video and audio transmission of the entire Annual General Meeting) of the shareholders in the virtual Annual General Meeting (e.g. checking the right to participate) and to enable the shareholders to exercise their rights within

the framework of the Annual General Meeting (including the granting, revocation and verification of proxies and instructions). Without the provision of the relevant data, the exercise of voting rights and other meeting-related rights (in particular the following of the video and audio transmission of the entire Annual General Meeting) is not possible. This includes the following processing operations:

Within the scope of a shareholder's registration for the Annual General Meeting, q.beyond AG processes the required data stored in the share register as well as the data provided by the shareholder or transmitted by the shareholder's custodian bank for this purpose (in particular first and last names, place of residence or address, e-mail address, number of shares, class of shares and type of ownership).

Insofar as the exercise of rights within the framework of the virtual Annual General Meeting is carried out by a proxy, q.beyond AG processes the personal data of the shareholder specified in the granting of the power of attorney as well as the first and last name, place of residence or address and e-mail address of the proxy. In the event that power of attorney and instructions are issued to the proxies appointed by q.beyond AG, the instructions issued are also processed and the declaration of power of attorney is recorded by the Company in a verifiable manner for three years.

In the event of the (open) representation of voting rights by proxies appointed by the Company in accordance with Section 129 AktG, a list of participants with the following personal data is kept at the Annual General Meeting: first name and surname as well as place of residence of the represented shareholder and the shareholder's representative, number of shares, class of shares, number of voting rights and type of ownership.

If a shareholder requests that items be placed on the agenda, q.beyond AG will publish these items, stating the name of the shareholder, on condition that the requirements under the provisions of the German Companies Act are met. Likewise, q.beyond AG will make counter motions and election proposals by shareholders available on the website of q.beyond AG, stating the name of the shareholder, if the requirements under the provisions of the German Companies Act are met (Sections 122 (2), 126 (1), 127 AktG).

If you submit questions electronically prior to the Annual General Meeting in accordance with Section 1 (2) COVID-19 Act in conjunction with the specifications in the notice of the virtual Annual General Meeting or declare your objection to resolutions of the Annual General Meeting electronically during the Annual General Meeting, we will process your name, date of birth, address and e-mail address and your shareholder number as well as your access data in order to be able to process your question or objection.

In addition to processing within the scope of maintaining the share register and conducting the Annual General Meeting, q.beyond AG also processes your personal data to fulfil other legal obligations, such as regulatory requirements and obligations to retain data under companies, commercial and tax law.

The legal basis for the data processing operations described above is in each case Section 67e AktG in conjunction with Art. 6 (1) c) GDPR.

In individual cases, the Company may also process your data to protect the legitimate interests of the Company or a third party in accordance with Art. 6 (1) f) GDPR.

This is the case, for example, if q.beyond AG has to exclude individual shareholders or groups of shareholders from information on subscription offers due to their nationality or place of residence so as not to violate legal regulations in certain countries. In addition, we use your personal data to compile internal statistics (e.g. for the presentation of shareholder development, number of transactions or for overviews of the largest shareholders).

For data protection reasons, your questions will be answered in the virtual Annual General Meeting without mentioning your name.

If it is intended to process your personal data for another purpose, we will inform you of this beforehand within the framework of the legal provisions.

We do not use any purely automated decision-making procedures pursuant to Article 22 GDPR or profiling.

To which categories of recipients will your data be passed on, if any?

In the following, we inform you about the categories of recipients to whom we pass on your personal data:

External service providers: For the administration and technical management of the share register as well as for the organisation of the virtual Annual General Meeting (including the production of video and audio recordings as well as streaming of the webcast), we use external service providers who process your personal data according to our instructions in accordance with Art. 28 GDPR.

Shareholders / third parties: Within the scope of the statutory right to inspect the list of participants in the Annual General Meeting, shareholders may, upon request, inspect the data that may have been recorded about them in the list of participants for up to two years after the Annual General Meeting. The list of participants will also be made available to participants present at the Annual General Meeting. Your personal data will be published in accordance with the statutory provisions in the context of requests for additions to the agenda, countermotions or election proposals that require publication.

Other recipients: Within the framework of legal regulations, we may be obliged to transmit your personal data to further recipients, such as authorities and courts (e.g. in the case of the publication of notifications of voting rights in accordance with the provisions of the Securities Trading Act and the notification to authorities for the fulfilment of legal notification obligations).

It is not intended to transfer personal data to a recipient in a third country (countries outside the European Union and the European Economic Area). If we wish to transfer your personal data to a third country, you will receive separate information about this beforehand.

For how long are your personal data stored?

In principle, we delete or anonymise your personal data as soon as and insofar as it is no longer required for the aforementioned purposes, unless statutory obligations to provide proof and/or to retain data (in accordance with the German Companies Act, the German Commercial Code, the German Fiscal Code or other legal provisions) oblige us to continue to store it. Data in connection with annual general meetings are regularly deleted or anonymised after three years. As soon as we have become aware of the sale of your shares, we will only store your personal data for a maximum of twelve months, subject to other legal provisions. Beyond this, we only retain personal data if this is necessary in individual cases in connection with claims asserted against q.beyond AG or on the part of q.beyond AG (statutory limitation period of up to 30 years).

Which rights do you have?

Insofar as we process personal data relating to you, you are entitled to the following rights with regard to the processing of your personal data under the statutory conditions:

- Right to information about the data stored by q.beyond AG about you (Art. 15 GDPR);
- Right to rectification of incorrect data stored about you (Art. 16 GDPR);
- Right to have your data deleted, in particular if it is no longer necessary for the purposes for which it was originally collected (Art. 17 GDPR);
- Right to restriction of processing (blocking), in particular if the processing of your data is unlawful or the accuracy of your data is contested by you (Art. 18 GDPR);
- **Right to object to the processing of your data, insofar as the processing is carried out solely to safeguard the legitimate interests of the Company (Art. 21 GDPR);**
- Right to lodge a complaint: for complaints regarding the processing of your personal data, our data protection officer is available at the contact details provided. Independently of this, you have the right to lodge a complaint with the competent data protection authority.

