

**Annual General Meeting
of flatexDEGIRO AG on 02 June 2025**

To item 13 on the agenda:

Draft of the joint Merger Plan between flatexDEGIRO AG as acquiring legal entity and flatex Projektgesellschaft Alpha AG as transferring legal entity including all annexes

FLATEXDEGIRO AG
AND
FLATEX PROJEKTGESELLSCHAFT ALPHA AG

JOINT MERGER PLAN
(ALSO MERGER AGREEMENT)

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JOINT MERGER PLAN (ALSO MERGER AGREEMENT)

for the merger by absorption for the formation of an SE between

1. **flatexDEGIRO AG** with registered office in Frankfurt am Main, Germany, registered in the commercial register of the local court of Frankfurt am Main under HRB 103516, and business address Omniturm, Große Gallusstraße 16-18, 60312 Frankfurt am Main, as the acquiring company

- "**acquiring company**" -

and

2. **flatex Projektgesellschaft Alpha AG** with its registered office in Vienna, Austria, registered in the commercial register of the Commercial Court of Vienna under FN 649976 y, and business address Sterngasse 13, 1010 Vienna, as transferring company

- "**flatex Alpha AG**" or "**transferring company**" -

PREAMBLE

- (A) flatexDEGIRO AG is today the leading and fastest growing European online broker with over 2.7 million customer accounts in 16 countries. The shares of flatexDEGIRO AG are admitted to trading on the organised market of the Frankfurt Stock Exchange (Regulated Market) in the Prime Standard segment under ISIN DE000FTG1111 within the meaning of Section 2 (11) of the German Securities Trading Act (Wertpapierhandelsgesetz). The shares of flatexDEGIRO AG are also traded on various over-the-counter stock exchanges. flatexDEGIRO AG is listed in the MDAX index.
- (B) flatexDEGIRO AG and flatex Alpha AG are stock corporations within the meaning of Annex 1 of Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European company (SE) ("**SE Regulation**"). The Management Board of flatexDEGIRO AG and the Management Board of flatex Alpha AG have decided to merge flatexDEGIRO AG and flatex Alpha AG for the purpose of establishing a European Company (Societas Europaea - "**SE**").
- (C) This merger is to take place by way of a merger by absorption of flatex Alpha AG as the transferring company into flatexDEGIRO AG as the acquiring company on the basis of Art. 17 (2) lit. a) SE Regulation, with flatexDEGIRO AG assuming the legal form of an SE upon the merger taking effect and using the name flatexDEGIRO SE (the project hereinafter also referred to as the "**Merger**"). In this merger process, Sections 17 ff. of the Austrian SE Act ("**SEG**") and Sections 5 ff. of the German Act on the Implementation of the SE Regulation ("**SEAG**") must be taken into account.
- (D) The merger requires the approval of the Annual General Meeting of flatexDEGIRO AG and the Annual General Meeting of flatex Alpha AG.
- (E) flatexDEGIRO AG holds the entire issued capital of flatex Alpha AG. Therefore, no new shares of flatexDEGIRO AG will be issued in the course of the merger (Art. 18 SE

Regulation in conjunction with Section 20 (1) no. 3 UmwG in conjunction with Section 224 (1) no. 1 of the Austrian Stock Corporation Act). According to Art. 31 (1) SE Regulation, Art. 20 (1) sentence 2 lit. b), c) and d), Art. 22 and Art. 29 (1) lit. b) SE Regulation are not applicable. Under German law, the simplifications of Sections 8 (3) sentence 3 no. 1 lit. a) and 9 (2) UmwG and under Austrian law those of Section 232 (1) and (2) of the Austrian Stock Corporation Act and Section 20 SEG must be observed. The simplifications described in more detail in Section 11 and Section 12 of this Merger Plan (as defined below) apply.

- (F) The SEAG uses the term "merger plan" as used in the SE Regulation. The Austrian SEG uses the term "Merger Agreement", which is commonly used in Austria. Against this background, flatexDEGIRO AG and flatex Alpha AG agree that the present merger plan also constitutes a merger agreement within the meaning of Sections 17 et seq. of the SEG ("**Merger Plan**").
- (G) The present Merger Plan is prepared as a joint and identical merger plan pursuant to Art. 20 SE Regulation by the Management Board of flatexDEGIRO AG and the Management Board of flatex Alpha AG. The Supervisory Board of flatexDEGIRO AG and the Supervisory Board of flatex Alpha AG have approved the merger in accordance with the Merger Plan.

The preamble to this Merger Plan is an integral part thereof.

Having said this, flatexDEGIRO AG and flatex Alpha AG agree on the following:

§ 1 Participating companies

- 1.1 flatexDEGIRO AG is a stock corporation under German law with its registered office in Frankfurt am Main, Germany, and its business address at Omniturm, Große Gallusstraße 16-18, 60312 Frankfurt am Main, Germany, registered in the Commercial Register of the Local Court of Frankfurt am Main under HRB 103516. flatexDEGIRO AG's share capital at the time of the preparation of this Merger Plan amounts to EUR 110,134,548.00 (in words: Euro one hundred and ten million one hundred and thirty-four thousand five hundred and forty-eight) and is divided into 110,134,548 (in words: one hundred and ten million one hundred and thirty-four thousand five hundred and forty-eight) no-par value shares with a notional pro rata amount of the share capital of EUR 1.00 each (in words: one euro). There are no other shares.
- 1.2 flatex Alpha AG is a stock corporation under Austrian law with its registered office in Vienna, Austria, registered in the Commercial Register of the Commercial Court of Vienna under FN 649976 y, and its business address at Sterngasse 13, 1010 Vienna, Austria. The share capital of the flatex Alpha AG amounts to EUR 70,000.00 (in words: seventy thousand euros) and is divided into 70,000 (in words: seventy thousand) no-par value registered shares, each with a notional pro rata amount of the share capital of EUR 1.00 (in words: one euro). There are no other shares, in particular preference shares. The sole shareholder of flatex Alpha AG is flatexDEGIRO AG. Therefore, flatex Alpha AG is a wholly owned subsidiary of flatexDEGIRO AG.

§ 2 Merger of flatex Alpha AG into flatexDEGIRO AG

- 2.1 flatex Alpha AG as the transferring company will be merged with flatexDEGIRO AG as the acquiring company by way of a merger by absorption upon dissolution without liquidation pursuant to Art. 17 (2) lit. a) SE Regulation, as described in the preamble of this Merger Plan, for the purpose of establishing an SE. Accordingly, flatex Alpha AG and flatexDEGIRO AG agree to transfer the assets and liabilities of flatex Alpha AG as the transferring company as a whole by way of universal succession to flatexDEGIRO AG as the acquiring company.
- 2.2 The closing balance sheet of flatex Alpha AG will be prepared as of 30 April 2025. This closing balance sheet of flatex Alpha AG will be used as the basis for the merger by mutual agreement.
- 2.3 When the merger takes effect, the entire assets and liabilities of flatex Alpha AG will be transferred to flatexDEGIRO AG pursuant to Art. 29 (1) SE Regulation. flatex Alpha AG will cease to exist.

§ 3 Adoption of the legal form of the European Company, company name, registered office, articles of association

- 3.1 Upon registration of the merger pursuant to section 4.1 of the Merger Plan, flatexDEGIRO AG will assume the legal form of an SE by operation of law pursuant to Art. 17 (2) sentence 2 and Art. 29 (1) lit. d) SE Regulation, without any further legal action being required.
- 3.2 The name of the SE is "**flatexDEGIRO SE**".
- 3.3 The registered office of flatexDEGIRO SE is in Frankfurt am Main, Germany.
- 3.4 The change to the legal form of an SE does not result in the dissolution of the acquiring company or the formation of a new legal entity. A transfer of the assets of the acquiring company will not take place due to the preservation of the identity of the legal entity. The acquiring company continues to exist in the new legal form of the SE. Consequently, the participation of the shareholders in the acquiring company also remains unchanged due to the identity of the legal entity. The change to the legal form of an SE has no effect on the stock exchange listing of the acquiring company and the trading of the shares on the stock exchange or on the existing inclusion of the shares in stock exchange indices.
- 3.5 The share capital of the acquiring company in the amount existing at the Conversion Date (at the time of the preparation of this Merger Plan EUR 110,134,548.00 (in words: one hundred and ten million one hundred and thirty-four thousand five hundred and forty-eight euros)) and in the division into registered shares existing at the Conversion Date (number of shares existing at the time of preparation of this Merger Plan: 110,134,548 (in words: one hundred and ten million one hundred and thirty-four thousand five hundred and forty-eight)) shall become the share capital of flatexDEGIRO SE.
- 3.6 The persons and companies that are shareholders of the acquiring company at the Conversion Date will become shareholders of flatexDEGIRO SE to the same extent and

with the same number of no-par value shares in the share capital of flatexDEGIRO SE as they hold in the share capital of flatexDEGIRO AG directly at the Conversion Date. The notional interest of each no-par value share in the share capital (currently EUR 1.00 (in words: one euro)) will remain as it was immediately prior to the Conversion Date.

3.7 flatexDEGIRO SE will receive the Articles of Association attached as **Annex 1** to this Merger Plan ("**SE Articles of Association**"), which form an integral part of this Merger Plan. The SE Articles of Association stipulate that the SE will have a dualistic management system. At the Conversion Date

3.7.1 the share capital figure stated in Section 4 (1) and (2) of the SE Articles of Association and its division into shares corresponds to the share capital figure stated in Section 4 (1) and (2) of the Articles of Association of flatexDEGIRO AG and its division into shares,

3.7.2 the amounts of authorised capital specified in Section 4 (4) and (5) of the SE Articles of Association correspond to the amounts of the remaining authorised capital in Section 4 (3) and (4) of the Articles of Association of flatexDEGIRO AG and

3.7.3 the amount of conditional capital specified in Section 4 (6) of the SE Articles of Association corresponds to the amount of conditional capital specified in Section 4 (5) of the Articles of Association of flatexDEGIRO AG.

Any changes to the amount of share capital and the amounts of authorised and conditional capital of flatexDEGIRO AG also apply to flatexDEGIRO SE.

3.8 The Supervisory Board of flatexDEGIRO AG (alternatively the Supervisory Board of flatexDEGIRO SE) is authorised to make any changes resulting from Section 3.7 with regard to the amounts specified therein and the division of the capital as well as changes on which the Registry Court makes the registration of the merger dependent, in each case insofar as they only affect the wording, in the version of the enclosed SE Articles of Association prior to registration of the merger in the commercial register of the acquiring company.

§ 4 Effective date of the merger, merger date, tax transfer date

4.1 The merger will take effect upon entry in the commercial register at the registered office of flatexDEGIRO AG (Art. 27 (1) SE-Regulation) ("**Conversion Date**").

4.2 For accounting purposes, the takeover of the assets of flatex Alpha AG will take place at the end of 30 April 2025, 24:00 hours, i.e. with effect from 1 May 2025, 00:00 hours ("**Merger Date**"). From this time onwards, all actions and transactions of flatex Alpha AG will be deemed to have been carried out for the account of flatexDEGIRO AG or flatexDEGIRO SE for accounting purposes. This will be presented accordingly in the first annual financial statements of the acquiring company prepared after completion of the merger.

4.3 The transfer date for tax purposes is 30 April 2025, 24:00 hours.

- 4.4 As the acquiring company, flatexDEGIRO AG and flatexDEGIRO SE will recognise the assets and liabilities of flatex Alpha AG in their commercial and tax balance sheets at fair value.

§ 5 Exchange ratio, compensation payment, transfer of shares, cash compensation for shareholders

- 5.1 Due to the participation structure described above, no shares will be granted (Art. 18 SE Regulation in conjunction with Section 20 (1) no. 3 UmwG in conjunction with Section 224 (1) no. 1 Austrian Stock Corporation Act) and the merger will take place without consideration. There will be no capital increase for the purpose of the merger, and no new shares of flatexDEGIRO AG or flatexDEGIRO SE will be issued in the course of the merger (Art. 18 SE Regulation in conjunction with Section 68 (1) no. 1 UmwG in conjunction with Section 224 (1) no. 1 Austrian Stock Corporation Act). Pursuant to Art. 31 (1) sentence 1 SE Regulation, the Merger Plan therefore does not contain any information within the meaning of Art. 20 (1) sentence 2 lit. b), c) and d) SE Regulation on the exchange ratio of the shares and the amount of a compensation payment, on the details regarding the transfer of the shares of the SE and on the time from which the shares grant a right to participate in profits, as well as on special features in relation to this right.
- 5.2 Since flatexDEGIRO AG is the sole shareholder of flatex Alpha AG, no offer of cash compensation is required for the shareholders of the transferring company. As the sole shareholder of flatex Alpha AG, flatexDEGIRO AG hereby waives the submission of a corresponding compensation offer and its inclusion in the Merger Plan as a precautionary measure. Information on the conditions of the cash compensation in this Merger Plan and the examination of the appropriateness of the cash compensation are therefore not required.

§ 6 No requirement of consent by third party

The resolution to merge does not require the consent of a third party to be effective.

§ 7 Goodwill and distributable reserve

The merger has no effect on the goodwill and distributable reserves of flatexDEGIRO AG.

§ 8 Auditor, financial year

- 8.1 For the first financial year of flatexDEGIRO SE, Baker Tilly GmbH & Co. KG Wirtschaftsprüfungsgesellschaft, Düsseldorf, is appointed as auditor and group auditor, as auditor for any review of the half-year financial report for the first half of the year and as auditor for any review of interim financial information.
- 8.2 For the first financial year of flatexDEGIRO SE, Baker Tilly GmbH & Co KG Wirtschaftsprüfungsgesellschaft, Düsseldorf, will be appointed as the auditor of the sustainability report with effect from the entry into force of the Act Implementing the Corporate Sustainability Reporting Directive into German Law ("**CSRD Implementation Act**"). The Supervisory Board of flatexDEGIRO SE is only required to fulfil this appointment if the CSRD Implementation Act stipulates that a

sustainability report to be prepared for this financial year must be audited externally by an auditor to be appointed by the Annual General Meeting. A further prerequisite for execution is that the CSRD Implementation Act does not provide for any regulation for the financial year in question that would make the appointment of the auditor of the sustainability report by the Annual General Meeting unnecessary without a judicial appointment procedure that would otherwise have to be carried out as a substitute.

- 8.3 The first financial year of flatexDEGIRO SE is the financial year of the company in which the merger of flatex Alpha AG into flatexDEGIRO AG is entered in the commercial register responsible for flatexDEGIRO SE.

§ 9 Special rights

- 9.1 flatexDEGIRO AG has established a stock option plan 2024, a long-term remuneration programme for the members of the Management Board and employees of flatexDEGIRO AG as well as the members of the Management Board and employees of its affiliated companies, on the basis of which stock options with subscription rights to registered no-par value shares of flatexDEGIRO AG are issued to the beneficiaries. The other individual items result from the authorisation to issue share options resolved by the Annual General Meeting of flatexDEGIRO AG on 04 June 2024 under agenda item 9. The aforementioned subscription rights remain unaffected by the merger and the associated conversion of flatexDEGIRO AG into the legal form of an SE and continue to exist unchanged after the merger takes effect, directed towards the granting of shares in flatexDEGIRO SE.
- 9.2 flatexDEGIRO AG has also set up a long-term, virtual incentive programme, the so-called Stock Appreciation Right Plan 2020 (SAR 2020), for active members of the Management Board, key people and other employees, under which virtual options can be granted to the respective beneficiaries. This virtual incentive programme and the virtual options granted under this programme will also remain unaffected by the merger and the associated conversion of flatexDEGIRO AG into the legal form of an SE and will continue to exist in accordance with the terms of the SAR 2020.
- 9.3 Further rights within the meaning of Art. 20 (1) lit. f) 1st alt. SE-Regulation do not exist and will not be granted in connection with the merger. Further measures within the meaning of Art. 20 (1) lit. f) 2nd alt. SE-Regulation are not envisaged.

§ 10 Special benefits

- 10.1 Neither the members of the administrative, management, supervisory and control bodies nor the auditors of the merging companies have been or will be granted any special benefits within the meaning of Art. 20 (1) sentence 2 lit. g) SE Regulation on the occasion of the merger. As described in Section 11 of this Merger Plan, no merger auditors have been appointed to audit this Merger Plan.
- 10.2 As a precautionary measure, it is pointed out that it is intended that the members of the Supervisory Board of flatexDEGIRO AG in office immediately prior to the merger taking effect shall also belong to the supervisory body of flatexDEGIRO SE and that the members of the Management Board of flatexDEGIRO AG in office immediately prior to the merger taking effect shall be appointed as members of the management body of flatexDEGIRO SE.

§ 11 No merger audit and no audit report

Since all shares in flatex Alpha AG are held by flatexDEGIRO AG, no assignment of a merger auditor or a report on an audit of this Merger Plan is required pursuant to Art. 31 (1) SE Regulation in conjunction with Sections 9 (2), 8 (3) sentence 3 no. 1 lit. a) UmwG in conjunction with Art. 18 SE Regulation in conjunction with Section 232 (1) of the Austrian Stock Corporation Act and Section 18 (2) SEG in conjunction with Section 20 SEG.

§ 12 No merger report

Since all shares in flatex Alpha AG are held by flatexDEGIRO AG, no merger report of the management bodies of flatexDEGIRO AG and flatex Alpha AG is required with regard to the merger pursuant to Art. 31 (1) SE Regulation in conjunction with Section 8 (3) sentence 1 alt. 2 UmwG and Art. 18 SE Regulation in conjunction with Section 232 (1) of the Austrian Stock Corporation Act.

§ 13 Rights of creditors and minority shareholders

- 13.1 The registered office of flatexDEGIRO SE is - like the registered office of flatexDEGIRO AG - Frankfurt am Main and therefore, from a German perspective, in Germany. The security rights pursuant to Art. 24 (1) lit. a) SE Regulation in conjunction with Sections 8 sentence 1, 13 (1) and (2) SEAG therefore do not apply. Creditors of flatexDEGIRO AG are therefore not entitled to provide security for any claims.
- 13.2 In all other respects, with regard to the rights of creditors and minority shareholders of flatexDEGIRO AG, reference is made to **Annex 2 Section A** to this Merger Plan and with regard to the rights of creditors of flatex Alpha AG, reference is made to **Annex 2 Section B** to this Merger Plan. The publication of flatex Alpha AG is made pursuant to Art. 18 SE Regulation in conjunction with Section 221a (1) of the Austrian Stock Corporation Act in the Austrian edict file.
- 13.3 Since flatexDEGIRO AG is the sole shareholder of flatex Alpha AG and will approve the merger, the terms of the cash settlement within the meaning of Section 17 SEG are not disclosed pursuant to Section 20 SEG.

§ 14 Bodies of the Company

In accordance with Sections 6 and 8 of the SE Articles of Association, flatexDEGIRO SE has a dualistic corporate management and control structure with a Supervisory Board as the supervisory body and a Management Board as the management body.

- 14.2 In accordance with Section 8 (1) of the SE Articles of Association, the Supervisory Board consists of five members.
- 14.3 The members of the Supervisory Board are appointed by the Annual General Meeting.
- 14.4 flatexDEGIRO AG and flatex Alpha AG assume that the offices of the members of the Supervisory Board of flatexDEGIRO AG existing at the Conversion Date will continue to exist due to the continuity of office in accordance with Section 203 sentence 1 UmwG in conjunction with Art. 15 (1) SE Regulation upon the merger taking effect and the associated change to the legal form of the SE. Consequently, the members of the

Supervisory Board of flatexDEGIRO SE will be those members who are members of the Supervisory Board of flatexDEGIRO AG at the Conversion Date, whereby the term of office of the members of the Supervisory Board of flatexDEGIRO SE will be the duration of the remaining term of office of the respective members of the Supervisory Board of flatexDEGIRO AG. At the Annual General Meeting that decides on the approval of this Merger Plan, a new election of all Supervisory Board members will take place as a result of the expiry of the respective terms of office. As a purely precautionary measure, it should also be confirmed that this new appointment also applies to flatexDEGIRO SE.

- 14.5 The Supervisory Board appoints the members of the Management Board of flatexDEGIRO SE in accordance with Section 6 (2) of the SE Articles of Association. They manage the company on their own responsibility and conduct its business. As a precautionary measure, it is pointed out in this context that, notwithstanding the statutory authority of the Supervisory Board of flatexDEGIRO SE to appoint the members of the Management Board, it is assumed that the current members of the Management Board of the acquiring company, Mr. Oliver Behrens, Dr. Benon Janos, Mr. Stephan Simmang and Ms. Christiane Strubel, will be appointed as members of the Management Board of flatexDEGIRO SE.

§ 15 Continued validity of resolutions of the Annual General Meeting of flatexDEGIRO AG

Resolutions (in particular authorisations granted outside the Articles of Association) of the Annual General Meeting of flatexDEGIRO AG shall continue to apply unchanged for flatexDEGIRO SE, insofar as they have not yet been completed at the Conversion Date.

§ 16 Procurations

The joint powers of attorney granted by flatexDEGIRO AG together with a member of the Management Board remain in force to the same extent with effect for flatexDEGIRO SE. The joint powers of attorney granted by flatexDEGIRO AG together with a member of the Management Board or another authorised signatory also remain valid to the same extent with effect for flatexDEGIRO SE.

§ 17 Consequences of the merger and the change of legal form for employees

- 17.1 The merger and the adoption of the legal form of an SE have no effect on the employees of flatexDEGIRO AG and their employment relationships. Only the legal form of the employer will change. In detail:

17.1.1 Existing employment and labour contracts and the resulting rights and obligations of the employees of flatexDEGIRO AG remain unaffected and will be continued by flatexDEGIRO SE. Following the merger and the associated change of legal form, the management powers of the employer will be exercised by the Management Board of flatexDEGIRO SE.

17.1.2 No works councils have been formed at flatexDEGIRO AG. This will not change as a result of the merger and the associated change of legal form.

17.1.3 flatexDEGIRO AG is not bound by collective bargaining agreements by virtue of membership in an employers' association. This will not change as a result of the merger and the change of legal form.

17.1.4 At flatexDEGIRO AG, there is currently no form of co-determination in corporate bodies (e.g. Supervisory Board). This will not change as a result of the merger and the change of legal form.

With regard to the details of employee participation in connection with the merger and the associated change of legal form, reference is made to § 18 of this Merger Plan.

17.1.5 flatexDEGIRO SE is liable as an identical legal entity for any outstanding claims of employees against flatexDEGIRO AG.

17.1.6 Termination of employment relationships due to the merger and the associated change of legal form is not legally permissible and is not planned. The employer's right to terminate employment relationships for other reasons in accordance with the statutory provisions remains unaffected.

17.1.7 The employees have no right to object to the merger and the associated change of legal form; nor do the merger and the associated change of legal form give rise to an extraordinary right of termination for the employees.

17.2 There are no plans for reorganisations resulting directly from the merger and the change of legal form.

17.3 flatex Alpha AG does not employ any employees and therefore has no employee representation. Therefore, there is no transfer of employment relationships to flatexDEGIRO SE.

17.4 As a European legal form, flatexDEGIRO SE is not subject to German co-determination laws. The German Act on the Participation of Employees in a European Company (SE Participation Act) ("**SEBG**") is decisive for the future co-determination of employees in flatexDEGIRO SE (see Section 18 for details).

§ 18 Participation of employees

18.1 With regard to the participation of the employees of flatexDEGIRO AG as a participating company within the meaning of Section 2 (2) SEBG, the affected subsidiaries within the meaning of Section 2 (4) Alt. 1 SEBG and the affected establishments within the meaning of Section 2 (4) Alt. 2 SEBG, the national provisions for the implementation of Council Directive 2001/86/EC of 8 October 2001 supplementing the Statute for a European company with regard to the involvement of employees ("**SE Directive**"), in particular the SEBG, will be observed. The procedure for the involvement of employees provided for therein is carried out in accordance with the statutory provisions. With regard to the employees in affected subsidiaries and affected operations outside of Germany, the respective national regulations that serve to implement the SE Directive also apply.

18.2 In order to carry out the employee involvement procedure, the Management Board of flatexDEGIRO AG informed the employees or responsible employee representative

bodies of flatexDEGIRO AG or its affected subsidiaries and affected operations in Germany as well as the member states of the European Union and the other contracting states of the Agreement on the European Economic Area ("**Member States**") about the SE conversion project by letter dated 15 October 2024 in accordance with section 4 SEBG ("**Information**"). The Information extended in particular to the statutory information, i.e.

- 18.2.1 the identity and structure of flatexDEGIRO AG, the affected subsidiaries and the affected operations and their distribution among the Member States;
 - 18.2.2 the employee representative bodies existing at flatexDEGIRO AG, the affected subsidiaries and affected operations;
 - 18.2.3 the number of employees employed by flatexDEGIRO AG, the subsidiaries and establishments concerned and the total number of employees employed in a Member State to be calculated on this basis, and
 - 18.2.4 the number of employees who are entitled to co-determination rights in the executive bodies of flatexDEGIRO AG and the subsidiaries concerned.
- 18.3 In addition, in accordance with Section 4 SEBG, the Management Board of flatexDEGIRO AG wrote to the employees or responsible employee representative bodies at flatexDEGIRO AG, the affected subsidiaries and affected operations on 15 October 2024 requesting them to form the special negotiating body ("**SNB**").
- 18.4 The members of the SNB were elected or appointed in accordance with the provisions of the relevant national laws implementing the SE Directive. Pursuant to Section 5 (1) SEBG, members were elected or appointed to the SNB for the employees employed in each member state in accordance with the national regulations of the respective member state. In accordance with the national regulations of the respective member state, a member from this member state could be elected or appointed to the SNB for each share of employees employed in a member state that amounted to ten per cent of the total number of employees employed in all member states or a fraction thereof. In this respect, the employees had the option of electing or appointing up to 12 members to the SNB. The respective employees or employee representatives elected or appointed six (6) members from Germany, one (1) member from Bulgaria and three (3) members from the Netherlands.
- 18.5 The Management Board of flatexDEGIRO AG has invited the members of the SNB to the constituent meeting of the SNB immediately after notification of the names of the members. The negotiation procedure begins with this meeting. For the negotiation procedure and the participation of employees in the future flatexDEGIRO SE, Sections 11 et seq. SEBG will be observed.
- 18.6 The legal objective of the negotiation procedure is the conclusion of an agreement pursuant to Section 21 SEBG on the involvement of employees in the future flatexDEGIRO SE between the Management Board of flatexDEGIRO AG and the SNB. In particular, a procedure for informing and consulting employee representatives in the member states is to be defined in the participation agreement. In the event that such a participation agreement is not concluded, the statutory fall-back solution would apply. In this case, an SE works council would have to be formed at the future flatexDEGIRO

SE (Section 23 SEBG); however, there would be no co-determination of employees on the Supervisory Board, as there is also no co-determination on the Supervisory Board at flatexDEGIRO AG (Section 35 (1) SEBG).

§ 19 Application of the Austrian Reorganisation Tax Act (UmgrStG)

- 19.1 For tax purposes, the merger is carried out as a merger pursuant to Art. I of the Austrian Reorganisation Tax Act.
- 19.2 The Merger Date is also the merger date within the meaning of Section 2 (5) of the Austrian Reorganisation Tax Act.
- 19.3 The transferring company does not own any real estate within the meaning of the Austrian Real Estate Transfer Tax Act, so that the merger in question does not trigger Austrian real estate transfer tax.
- 19.4 The merger is not subject to VAT and there are no capital transfer taxes or fees.

§ 20 Costs

The expenses incurred for the conversion of the company into an SE by way of merger, consisting of court and notary costs as well as the costs of publication and all consulting costs (legal and tax consultant costs, costs for auditors), will be borne by flatexDEGIRO SE up to an amount of EUR 500,000.00.

§ 21 Miscellaneous

- 21.1 Should provisions of this Merger Plan be or become invalid, this shall not affect the validity of the remaining provisions. The same shall apply if it should transpire that the Merger Plan contains a loophole. In place of the invalid or unenforceable provisions or to fill the gap, the parties undertake to agree on an appropriate substitute provision that comes as close as possible to the content of the invalid or unenforceable provision.
- 21.2 This Merger Plan requires and is subject to the approval by merger resolution of the general meetings of flatexDEGIRO AG and flatex Alpha AG.

Annexes to the Merger Plan of flatexDEGIRO AG and flatex Alpha AG

Annex 1: Articles of Association of flatexDEGIRO SE

Annex 2 Section A: Announcement by flatexDEGIRO AG pursuant to Art. 21 of Council Regulation (EC) No. 2157/2001 on the Statute for a European company (SE) of 08 October 2001

Annex 2 Section B: Announcement by flatex Alpha AG pursuant to Art. 21 of Council Regulation (EC) No. 2157/2001 on the Statute for a European company (SE) of 08 October 2001

ANNEX 1
to the Merger Plan
Articles of Association
of
flatexDEGIRO SE

Articles of Association
of
flatexDEGIRO SE
Frankfurt am Main

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Articles of Association

of

flatexDEGIRO SE

I. General provisions

§ 1

Company name, registered office and financial year

- (1) The name of the company is:

flatexDEGIRO SE

- (2) The company is a European Company (SE).
(3) The company has its registered office in Frankfurt am Main.
(4) The financial year is the calendar year.

§ 2

Object of the company

- (1) The object of the company is
- a) the development, manufacture, distribution and maintenance of software and hardware, telematics products (in the sense of wireless data transmission and analysis) and office technology systems of all kinds;
 - b) data processing and the provision of office, accounting and other services, in particular for the business and organisational processing of financial transactions, in particular securities transactions, and payment transactions of any kind;
 - c) the acquisition, management and sale of investments in companies, in particular in the financial services sector, as well as the provision of management, consulting and other services, in particular for the aforementioned companies and third parties, in particular in the financial services sector;
 - d) as well as all activities related to the aforementioned activities.
- (2) The company is also authorised to undertake all transactions and measures that are directly or indirectly suitable for serving the object of the company. For this purpose, it may establish branches in Germany and abroad, establish, acquire or participate in other companies of all kinds. The company may manage companies and conclude company

agreements with them or limit itself to the management of the shareholding. It may also realise its object in whole or in part indirectly.

§ 3

Announcements

- (1) The company's announcements are made in the Federal Gazette, unless otherwise expressly stipulated by law. Insofar as announcements are voluntary, they may also be made exclusively on the company's website.
- (2) The company is authorised to transmit information to shareholders by means of electronic communication with their consent.

II. Share capital and shares

§ 4

Amount and division of the share capital

- (1) The share capital of the company amounts to EUR 110,134,548.00.
- (2) It is divided into 110,134,548 no-par value shares.
- (3) The share capital was created through the conversion of flatexDEGIRO AG, Frankfurt am Main, which, as the acquiring legal entity, assumed the legal form of an SE as part of the merger with flatex Projektgesellschaft Alpha AG, Vienna/Austria.
- (4) The Management Board is authorised, with the approval of the Supervisory Board, to increase the company's share capital on one or more occasions until 19 October 2025 by up to a total of EUR 43,600,000.00 by issuing a total of up to 43,600,000 new no-par value registered shares on one or more occasions against cash and/or non-cash contributions (Authorised Capital 2021/I).

In principle, shareholders must be granted subscription rights. However, the Management Board is authorised, with the approval of the Supervisory Board, to exclude shareholders' subscription rights in full or in part in the following cases:

- to equalise fractional amounts;
- in the case of capital increases against non-cash contributions, in particular for the granting of shares for the purpose of acquiring companies, parts of companies or interests in companies;
- insofar as this is necessary to grant the holders or creditors of the bonds with option or conversion rights or obligations issued by the company or its Group companies a subscription right to new shares to the extent to which they would be entitled after exercising their option or conversion rights or after fulfilment of an option or conversion obligation.

The Management Board is also authorised, with the approval of the Supervisory Board, to determine the further details of the implementation of capital increases from the Authorised Capital 2021/I.

The Management Board is authorised to determine that the new shares are to be taken over by a bank or a company operating in accordance with Section 53 (1) sentence 1 or Section 53b (1) sentence 1 or (7) of the German Banking Act (KWG) with the obligation to offer them to shareholders for subscription in accordance with Section 186 (5) AktG. The Supervisory Board is authorised to amend the wording of the Articles of Association after full or partial implementation of the increase in share capital from Authorised Capital 2021/I or after expiry of the authorisation period in accordance with the scope of the capital increase from Authorised Capital 2021/I.

- (5) The Management Board is authorised, with the approval of the Supervisory Board, to increase the company's share capital on one or more occasions until 19 October 2025 by up to a total of EUR 10,800,000.00 by issuing a total of up to 10,800,000 new no-par value registered shares on one or more occasions in return for cash and/or non-cash contributions (Authorised Capital 2021/II).

In principle, shareholders must be granted subscription rights. However, the Management Board is authorised, with the approval of the Supervisory Board, to exclude shareholders' subscription rights in full or in part in the following cases:

- to equalise fractional amounts;
- if the capital increase is made against cash contributions and the total pro rata amount of the share capital attributable to the new shares for which the subscription right is excluded does not exceed 10% of the share capital existing both at the time of this resolution and at the time of the issue of the new shares and the issue price of the new shares is not significantly lower than the stock market price of the shares of the same class and features already included in trading at the time the final issue price is determined by the Management Board within the meaning of Sections 203 (1) and (2), 186 (3) sentence 4 AktG; when calculating the 10% limit, the proportionate amount of the share capital attributable to new or repurchased shares that have been issued or sold since 29 June 2021 with a simplified exclusion of subscription rights pursuant to or in accordance with Section 186 (3) sentence 4 AktG must be deducted. For the purposes of this authorisation, the amount to be paid by the third party or parties shall be deemed to be the issue amount in the event of the new shares being acquired by an issuing intermediary with a simultaneous obligation on the part of the issuing intermediary to offer the new shares for purchase to one or more third parties determined by the company;

- in the case of capital increases against non-cash contributions, in particular for the granting of shares for the purpose of acquiring companies, parts of companies or interests in companies;
- insofar as this is necessary to grant the holders or creditors of the bonds with option or conversion rights or obligations issued by the company or its Group companies a subscription right to new shares to the extent to which they would be entitled after exercising their option or conversion rights or after fulfilment of an option or conversion obligation.

The Management Board is also authorised, with the approval of the Supervisory Board, to determine the further details of the implementation of capital increases from the Authorised Capital 2021/II.

The Management Board is authorised to determine that the new shares are to be taken over by a bank or a company operating in accordance with Section 53 (1) sentence 1 or Section 53b (1) sentence 1 or (7) of the German Banking Act (KWG) with the obligation to offer them to shareholders for subscription in accordance with Section 186 (5) AktG. The Supervisory Board is authorised to amend the wording of the Articles of Association after full or partial implementation of the increase in share capital from Authorised Capital 2021/II or after expiry of the authorisation period in accordance with the scope of the capital increase from Authorised Capital 2021/II.

- (6) The company's share capital is conditionally increased by up to EUR 5,501,627.00 by issuing up to 5,501,627 new no-par value registered shares (Conditional Capital 2024). The Conditional Capital 2024 serves exclusively to secure subscription rights that are issued to members of the Management Board and employees of the company as well as members of the management and employees of companies affiliated with the company in the period up to and including 03 June 2029 on the basis of the authorisation granted by the Annual General Meeting on 04 June 2024 as part of the Stock Option Plan 2024. The conditional capital increase will only be implemented to the extent that subscription rights have been or will be issued and their holders exercise their subscription rights to shares in the company and the company does not grant treasury shares or provide cash compensation or cash settlement in fulfilment of the subscription rights. The new shares will participate in profits from the beginning of the financial year in which the subscription rights are exercised. The Management Board is authorised to determine the further details of the implementation of the conditional capital increase. Insofar as the Management Board is affected, only the Supervisory Board is authorised accordingly. The Supervisory Board is also authorised to amend the wording of the Articles of Association in accordance with the respective utilisation of the Conditional Capital 2024.

§ 5

Shares

- (1) The shares are registered shares. For entry in the share register, shareholders must provide the company with the personal details specified in Section 67 (1) AktG as well as the number of shares they hold. The shareholders must inform the company immediately of any changes to the information specified in the previous sentence.
- (2) The form of the share certificates and any dividend and renewal coupons shall be determined by the Management Board with the approval of the Supervisory Board.
- (3) The company may issue certificates for several shares (global certificates) or for all shares held by a shareholder (multiple certificates).
- (4) In the event of a capital increase, the profit participation of new shares may be determined in deviation from Section 60 AktG.
- (5) To the extent permitted by law and unless securitisation is required under any applicable rules, shareholders are not entitled to securitisation of their shares and profit shares. Securitisation is excluded for shares that are entered as electronic shares in an electronic securities register.

III. Bodies of the company

§ 6

Dualistic management system

- (1) The company has a dual management and supervisory system consisting of a management body (Management Board) and a supervisory body (Supervisory Board).
- (2) The executive bodies of the company are the Management Board, the Supervisory Board and the Annual General Meeting.

IV. Management Board

§ 7

Composition and rules of procedure

- (1) The Management Board of the company consists of at least two members. The Supervisory Board determines the exact number of members of the Management Board.
- (2) The members of the Management Board are appointed by the Supervisory Board for a maximum of five years. Reappointments or extensions of the term of office are possible.
- (3) The Supervisory Board may appoint a Chairman of the Management Board and a Deputy Chairman of the Management Board.
- (4) Deputy members of the Management Board may be appointed.

- (5) Unless otherwise stipulated by law, the Articles of Association or the rules of procedure of the Management Board, resolutions of the Management Board are passed by a simple majority of the votes of the members of the Management Board participating in the resolution. In the event of a tie, the Chairman shall have the casting vote if the Management Board consists of more than two persons.
- (6) The following types of transactions may only be carried out with the approval of the Supervisory Board:
 - (a) Transactions and measures that affect the main corporate strategy or that lead to a significant change in the company's development, in particular the addition of new lines of business and the discontinuation or significant restriction of existing lines of business,
 - (b) the acquisition, sale or other disposal of or over real estate or rights equivalent to real estate,
 - (c) Significant transactions between the company on the one hand and the Management Board and related parties or companies with which they have a personal relationship on the other hand.

The Supervisory Board may make other types of transactions subject to its approval.

- (7) The Management Board may adopt rules of procedure for itself unless the Supervisory Board has issued such rules. The schedule of responsibilities of the Management Board requires the approval of the Supervisory Board.

§ 8

Representation of the company

- (1) The company is represented by two members of the Management Board jointly or by one member of the Management Board together with an authorised signatory.
- (2) The Supervisory Board may grant sole power of representation to members of the Management Board.
- (3) The Supervisory Board may exempt individual members of the Management Board from the restrictions of Section 181 2nd Alt. BGB; this does not apply to the representation of the company vis-à-vis the Management Board (Section 112 AktG).
- (4) Deputy members of the Management Board have the same powers of representation as the ordinary Management Board.

V. Supervisory Board

§ 9

Composition, term of office, resignation

- (1) The Supervisory Board consists of five members to be elected by the Annual General Meeting.
- (2) The members of the Supervisory Board are generally elected for the period until the end of the Annual General Meeting that resolves on their discharge for the second financial year after the start of the term of office, provided that this is a first-time election as a member of the company's Supervisory Board. The financial year in which the term of office begins is not counted. Re-election is permitted. If a member of the Supervisory Board is re-elected, the members of the Supervisory Board are generally elected for the period until the end of the Annual General Meeting that resolves on their discharge for the fourth financial year after the start of the term of office. The financial year in which the term of office begins is not counted. Re-election is permitted. The Annual General Meeting may deviate from the terms of office stipulated in sentence 1 and sentence 4 in individual cases and resolve a shorter or longer term of office that does not exceed the statutory maximum limits. The election of a successor to a member who has left office before the end of their term of office shall only take place for the remainder of the term of office of the member who has left, unless the Annual General Meeting decides otherwise.
- (3) At the same time as the election of ordinary Supervisory Board members, substitute members may be elected for one or more specific Supervisory Board members. They shall become members of the Supervisory Board in the order to be determined at the time of election if Supervisory Board members for whom they were elected as substitute members resign from the Supervisory Board before the end of their term of office. If substitute members are elected, the substitute member shall take the place of the retiring regular member for the remaining term of office.
- (4) Any member of the Supervisory Board may resign from office without notice if there is good cause. If there is no good cause for resigning from office, a notice period of one month must be observed. Resignation from office shall be made by written declaration to the Management Board, notifying the Chairman of the Supervisory Board or, in the event of resignation from office by the Chairman, to the Deputy Chairman of the Supervisory Board. The authorised recipient may agree to a shortening of the deadline or a waiver of the deadline.
- (5) A member of the Supervisory Board elected by the Annual General Meeting may be removed from office before the end of the term for which he or she was elected by a resolution of the Annual General Meeting passed with a majority of three quarters of the votes cast.

§ 10

Chairman and Deputy Chairman

- (1) Following the Annual General Meeting at which the Supervisory Board members representing the shareholders have been elected, the Supervisory Board shall elect a Chairman and a Deputy Chairman from among its members at a meeting held without special notice for the term of office specified in Section 9 (2), unless a shorter term is specified.
- (2) If the Chairman or Deputy Chairman leaves office before the end of their term of office, the Supervisory Board must immediately elect a new Chairman or Deputy Chairman for the remaining term of office of the departing member.
- (3) If the Chairman is unavailable, the Deputy Chairman shall fulfil his duties on the Supervisory Board and shall have all the rights and obligations to which the Chairman of the Supervisory Board is entitled under the law or these Articles of Association.
- (4) Declarations of intent by the Supervisory Board are made on behalf of the Supervisory Board by the Chairman. The Chairman is authorised to accept declarations on behalf of the Supervisory Board.

§ 11

Meetings/Convening

- (1) The Supervisory Board shall hold meetings as often as required by law or business. As a rule, one meeting should be held every calendar quarter, but at least two meetings must be held every half calendar year. The Supervisory Board shall convene for the meeting of the Supervisory Board that decides on the approval of the annual financial statements (meeting in person).
- (2) The meetings of the Supervisory Board shall be convened by its Chairman or, if he is unable to do so, by his deputy orally, by telephone, in writing or by other customary means of communication (e.g. by e-mail) or a combination of these.
- (3) The Chairman shall determine the form in which the meeting is convened, the venue and the time of the meeting.
- (4) The items on the agenda and proposed resolutions must be communicated when the meeting is convened; the individual items on the agenda must be stated so clearly that Supervisory Board members who are absent from the meeting can exercise their right to vote in writing in accordance with Section 12 (3).
- (5) At the invitation of the Supervisory Board, members of the Management Board must attend meetings of the Supervisory Board in an advisory capacity. The invitation may be limited to the discussion of individual items on the agenda.

- (6) The chair of the meeting determines whether and which third parties are to be called in to deal with specific agenda items. The auditor shall attend the annual balance sheet meeting.

§ 12

Resolutions

- (1) The Supervisory Board shall constitute a quorum if all members of the Supervisory Board have been duly invited and at least three Supervisory Board members participate in the resolution; written votes in accordance with paragraph (3) shall be deemed participation in the resolution. The Supervisory Board also has a quorum without being convened in due form and time if all members of the Supervisory Board appear and convene for a plenary meeting, unanimously waiving all time and formal requirements.
- (2) A Supervisory Board member shall participate in the passing of resolutions even if he or she abstains from voting.
- (3) Resolutions of the Supervisory Board are generally passed in meetings. The Chairman may also authorise individual or all members of the Supervisory Board to participate in a meeting and adopt resolutions by means of a telephone or video conference. Supervisory Board members who are absent may participate in the passing of Supervisory Board resolutions by having their written vote submitted by another Supervisory Board member or a person authorised to attend meetings in accordance with Section 109 (3) AktG. This also applies to the casting of the second vote of the Chairman of the Supervisory Board. A vote submitted using standard means of communication (e.g. by e-mail) is also deemed to be a written vote.
- (4) The meeting is chaired by the Chairman of the Supervisory Board. The chairperson of the meeting determines the order in which the items on the agenda are discussed as well as the type and order of voting; he/she may postpone the discussion of individual agenda items to the next meeting.
- (5) A resolution on items or motions that are not on the agenda and that have not otherwise been communicated to the members of the Supervisory Board at least three days before the meeting can only be passed if no member of the Supervisory Board objects.
- (6) Resolutions of the Supervisory Board are passed by a majority of the votes cast, unless otherwise stipulated by law. Abstentions do not count as votes cast. This also applies to elections.
- (7) If a vote results in a tie, a new discussion and a new vote shall take place immediately unless the Supervisory Board decides to adjourn the meeting by a majority of the votes cast. If this immediate new vote also results in a tie, the Chairman of the Supervisory Board shall have two votes.

- (8) Minutes must be taken of resolutions passed at meetings of the Supervisory Board and signed by the chairperson of the respective meeting. The chairperson of the meeting may appoint a secretary who is not a member of the Supervisory Board and is bound to secrecy, who shall also sign the minutes. The minutes must include the place and date of the meeting, the participants, the items on the agenda, the main content of the meeting and the resolutions of the Supervisory Board.
- (9) Outside of meetings, resolutions may be passed in writing, by telephone or by other customary means of communication (e.g. by e-mail) or combinations thereof if the Chairman of the Supervisory Board determines this for the individual case, taking into account a reasonable period of notice. Resolutions may always be passed in writing, by telephone or by other customary means of communication (e.g. by e-mail) or combinations of these if the resolution is passed unanimously with all available votes. Resolutions passed outside of meetings are recorded in writing by the Chairman and these minutes must be forwarded to all members of the Supervisory Board without delay.
- (10) The invalidity of a Supervisory Board resolution can only be asserted by legal action within one month of becoming aware of the resolution.

§ 13

Rules of procedure, committees

- (1) The Supervisory Board may adopt rules of procedure within the framework of the statutory provisions and the provisions of these Articles of Association.
- (2) The Supervisory Board may form committees from among its members and determine their tasks and authorisations. Decision-making powers may also be delegated to the committees.
- (3) The Supervisory Board and the committees may utilise the support of experts in the performance of their duties. They may call upon experts and persons providing information to attend their meetings.
- (4) Section 11 (5) and (6) apply accordingly to the committees.

§ 14

Tasks and powers of the Supervisory Board

- (1) The Supervisory Board has all duties and rights that are assigned to it by law or by these Articles of Association or in any other way; in particular, the Supervisory Board monitors and advises the Management Board and is directly involved in decisions of fundamental importance for the company. The Supervisory Board also has the right to convene the Annual General Meeting.
- (2) The Supervisory Board has the right at all times to monitor the entire management of the Management Board and accordingly to inspect and examine all books and records

as well as the company's assets. The Supervisory Board must decide that certain management measures require its approval.

- (3) The Management Board must report to the Supervisory Board on an ongoing basis; the Supervisory Board may determine the frequency, content and type of reporting from time to time within the legally permissible framework. The reporting must in particular cover the company's legal and business relationships with affiliated companies as well as the business transactions at these companies.
- (4) The Supervisory Board may issue rules of procedure for the Management Board within the framework of the statutory provisions and the provisions of these Articles of Association. Section 7 (6) sentence 2 of these Articles of Association remains unaffected.
- (5) The Supervisory Board is authorised to make amendments to the Articles of Association that only affect the wording.

§ 15

Remuneration

- (1) Each member of the Supervisory Board receives fixed annual remuneration. The respective amount of the fixed remuneration for the Supervisory Board members is determined by the Annual General Meeting. The most recently resolved remuneration shall remain valid until the Annual General Meeting resolves an amended remuneration.
- (2) The remuneration is payable at the end of a financial year on the day after the Annual General Meeting at which the actions of the members of the Supervisory Board are approved.
- (3) Supervisory Board members who have only belonged to the Supervisory Board for part of the financial year shall receive one twelfth of the remuneration for each month of service or part thereof.
- (4) The company may take out directors' and officers' liability insurance (D&O insurance) in favour of the members of the Supervisory Board with a standard market sum insured in an appropriate amount or include the members of the Supervisory Board in such insurance, which covers the liability of the members of the Supervisory Board arising from their Supervisory Board activities. The company bears the total insurance premiums and taxes for such insurance attributable to the members of the Supervisory Board.
- (5) The company reimburses the members of the Supervisory Board for the value added tax payable on their remuneration and the necessary expenses.

VI. Annual General Meeting

§ 16

Place and convocation

- (1) The Annual General Meeting shall be held at the registered office of the company, at the registered office of a German securities exchange, in a German city with more than 100,000 inhabitants or in its neighbourhood within a radius of 50 km.
- (2) The Annual General Meeting is convened by the Management Board in a number with right of representation or, in the cases prescribed by law, by the Supervisory Board.
- (3) The Annual General Meeting must be convened with at least the statutory notice period.

§ 17

Right to participate

- (1) Shareholders who are entered in the share register and have registered for the Annual General Meeting in good time are entitled to attend the Annual General Meeting and exercise their voting rights. The registration must be in text form in German or English and must be received by the company at the address specified for this purpose in the notice convening the Annual General Meeting at least six days before the Annual General Meeting. The day of the Annual General Meeting and the day of receipt are not counted. The notice convening the Annual General Meeting may provide for a shorter period, measured in days, for registration.
- (2) The Management Board is authorised to make provision for shareholders to participate in the Annual General Meeting without being present at the venue and without a proxy and to exercise all or some of their rights in whole or in part by means of electronic communication. The Management Board is also authorised to make provisions regarding the scope and procedure of participation and the exercise of rights in accordance with sentence 1. If the Management Board makes use of the authorisation in accordance with this provision, the specific details must be communicated in the notice convening the meeting.
- (3) The Management Board is authorised, with the approval of the Supervisory Board, to provide for the Annual General Meeting to be held without the physical presence of shareholders or their proxies at the venue of the Annual General Meeting (virtual Annual General Meeting). The authorisation applies to the holding of virtual Annual General Meetings for a period of two years following the entry of this provision in the company's commercial register. The requirements to be met when holding a virtual Annual General Meeting and the further provisions on the organisation or the possibilities of the organisation and their relevant requirements are set out in the law. Any use of this procedure and the relevant provisions must be announced when the Annual General Meeting is convened.

- (4) The Management Board is authorised to provide that shareholders may cast their votes in writing or by means of electronic communication without attending the meeting (postal absentee ballot). The Management Board is also authorised to make more detailed provisions for postal absentee ballot in accordance with sentence 1. Any use of this procedure and the provisions made in this regard must be announced when the Annual General Meeting is convened.
- (5) The Management Board is authorised to permit the full or partial video and/or audio transmission of the Annual General Meeting for shareholders and/or the public in a manner specified by it, provided that this was announced in the notice convening the Annual General Meeting.
- (6) In consultation with the Chairman of the Supervisory Board, members of the Supervisory Board are permitted to participate in the Annual General Meeting by means of video and audio transmission in cases in which their physical presence at the venue of the Annual General Meeting would be impossible or only possible at considerable expense due to legal or health restrictions, their stay abroad, their necessary stay at another location in Germany or due to other circumstances that make travelling to the venue appear unreasonable, or if the Annual General Meeting is held as a virtual Annual General Meeting without the physical presence of the shareholders or their proxies at the venue of the Annual General Meeting.

§ 18

Chair of the Annual General Meeting

- (1) The Annual General Meeting is chaired by the Chairman of the Supervisory Board. If he is unable to do so, the Annual General Meeting shall be chaired by his deputy or a member of the Supervisory Board elected for this purpose by a majority vote of the Supervisory Board.
- (2) The Chairman chairs the meeting and determines the voting procedure. He shall determine the order in which the items on the agenda are discussed, as well as the type and order of voting; he may also determine an order of the items to be discussed that differs from that stated in the convocation.
- (3) The chairman may impose reasonable restrictions on the shareholders' right to ask questions and speak; in particular, at the beginning of the Annual General Meeting or during the course of the meeting, he may set reasonable time limits for the meeting, the discussion of the agenda items and the individual questions, enquiries and speeches. When determining the time available for individual questions, enquiries and speeches, the chairman of the meeting may differentiate between first and repeated requests to speak and according to other appropriate criteria.

§ 19

Voting rights; resolutions of the Annual General Meeting

- (1) Each no-par value share grants one vote at the Annual General Meeting.
- (2) The resolutions of the Annual General Meeting are passed by a simple majority of the votes cast (majority of votes), unless mandatory statutory provisions or these Articles of Association stipulate otherwise. In cases in which the German Stock Corporation Act also prescribes a majority of the share capital represented for the adoption of resolutions, a simple majority of the capital represented (capital majority) is sufficient, insofar as this is legally permissible. Amendments to the Articles of Association require a majority of two-thirds of the votes cast or, if at least half of the share capital is represented, a simple majority of the votes cast, unless a different majority is required by mandatory statutory provisions.
- (3) In the event of a tie, a motion is deemed to have been rejected, except in the case of elections.
- (4) If in the case of elections a simple majority of votes is not achieved in the first ballot, a second ballot is held between the two persons who received the highest number of votes. In the event of an equal number of votes in the second ballot, the decision is made by drawing lots.
- (5) Voting rights may be exercised by proxies. If neither an intermediary nor another institution or person named in Section 135 (8) AktG is authorised, the granting of this proxy, its revocation and proof of authorisation to the company must be in text form (Section 126b BGB). The details for granting the authorisation, its revocation and the transmission of the proof will be announced together with the convening of the Annual General Meeting.
- (6) If all shareholders are present or represented, the Annual General Meeting may - to the extent permitted by law - pass resolutions without complying with the legal and statutory provisions on the convening and holding of the Annual General Meeting, provided that no shareholder objects to the resolution.

VII. Annual financial statements

§ 20

Accounting and appropriation of profits

- (1) The Management Board must prepare the annual financial statements and, if necessary, the management report for the past financial year within the legally stipulated period and submit them to the auditor without delay.
- (2) The Management Board must submit the annual financial statements, the management report if necessary and the proposal for the appropriation of the balance sheet profit to

the Supervisory Board without delay. The auditor shall submit its audit report to the Supervisory Board after giving the Management Board the opportunity to comment.

- (3) The Supervisory Board must examine the annual financial statements, the management report if applicable, the proposal for the appropriation of the balance sheet profit of the Management Board and the auditor's report and must report on the results of its examination in writing to the Annual General Meeting.
- (4) The annual financial statements are adopted when they have been approved by the Supervisory Board, unless the Management Board and Supervisory Board decide to leave the adoption of the annual financial statements to the Annual General Meeting.
- (5) Upon receipt of the Supervisory Board's report on the results of its audit, the Management Board must immediately convene the Annual General Meeting, which must take place within the first six months of each financial year. The Annual General Meeting decides in particular on the appropriation of the balance sheet profit, the discharge of the Management Board and the Supervisory Board and the appointment of the auditor.
- (6) If the Management Board and Supervisory Board approve the annual financial statements, they may allocate all or part of the annual surplus to other revenue reserves. However, the allocation of more than half of the net profit for the year is not permitted if the other revenue reserves exceed half of the share capital or if they would exceed half after the allocation. The amounts to be allocated to statutory reserves and any loss carried forward must be deducted from the net profit for the year in advance.
- (7) The profit shares of the shareholders are determined by their shares in the share capital. In the event of a capital increase, the profit share may be determined in deviation from Section 60 (2) AktG.

VIII. Transmission of information and formation expenses

§ 21

Transmission of information, formation expenses

- (1) The company is authorised to transmit information to shareholders by means of remote data transmission with their consent.
- (2) The expenses incurred for the conversion of the company into an SE by way of merger, consisting of court and notary costs as well as the costs of publication and all consulting costs (legal and tax consultant costs, costs for auditors), will be borne by flatexDEGIRO SE up to an amount of EUR 500,000.00.

§ 22

Adoption of provisions from previous articles of association

The company bears the expenses associated with its formation up to a total amount of EUR 5,000.00.

ANNEX 2
to the Merger Plan

SECTION A

Announcement of flatexDEGIRO AG
in accordance with Article 21 of Council Regulation (EC) No 2157/2001 of 8 October
2001
(SE Regulation)

flatexDEGIRO AG

**- Announcement pursuant to Art. 21 of Council Regulation (EC) No. 2157/2001
of 8 October 2001 (SE Regulation) -**

By way of formation of a European Company (SE) by way of merger for absorption without liquidation pursuant to Art. 17 (2) lit. a) SE Regulation, flatex Projektgesellschaft Alpha AG, Vienna, Austria, shall be merged into flatexDEGIRO AG, Frankfurt am Main, Germany, and flatexDEGIRO AG shall assume the legal form of an SE.

The following information is therefore published in accordance with Art. 21 lit. a) to e) SE Regulation:

1. flatex Projektgesellschaft Alpha AG

a) Legal form, company name and registered office

Legal form: Public limited company

Company: flatex Projektgesellschaft Alpha AG

Registered office: Vienna, Austria

b) the register in which the documents referred to in Article 16 (3) of Directive (EU) 2017/1132 (formerly Article 3 (2) of Directive 68/151/EEC) have been deposited and the number of the entry in the register

The transferring company is registered in the commercial register of the commercial court of Vienna under company number FN 649976 y. The documents referred to in Art. 16 (3) of Directive (EU) 2017/1132 (formerly Art. 3 (2) of Directive 68/151/EEC) have also been filed there.

2. flatexDEGIRO AG

a) Legal form, company name and registered office

Legal form: Public limited company

Company: flatexDEGIRO AG

Registered office: Frankfurt am Main, Germany

- b) Register in which the information referred to in Art. 16 (3) of Directive (EU) 2017/1132 (formerly Art. 3 (2) of Directive 68/151/EEC) have been deposited and the number of the entry in the register

The acquiring company is registered in the commercial register of the local court of Frankfurt am Main under HRB 103516, where the documents referred to in Art. 16 (3) of Directive (EU) 2017/1132 (formerly Art. 3 (2) of Directive 68/151/EEC) have also been filed.

- c) Reference to the modalities for the exercise of the rights of the creditors of flatexDEGIRO AG pursuant to Art. 24 (1) SE Regulation and the address at which exhaustive information on these modalities can be obtained free of charge:

Pursuant to Art. 24 (1) SE Regulation, taking into account the cross-border nature of the merger, the law of the Member State applicable to the merging companies shall apply to protect the interests of the creditors of the merging companies as in the case of a merger of public limited companies.

Under German law, creditor protection is regulated in Section 22 UmwG. Accordingly, the creditors of flatexDEGIRO AG must be provided with security, insofar as they cannot demand satisfaction, if they file their claim in text form within six months of the day on which the entry of the merger in the register of the registered office of flatexDEGIRO AG is deemed to have been announced in accordance with Section 19 (3) UmwG. The entry of the merger shall be deemed to have been announced upon publication of the entry of the merger with its entire content in the electronic information and communication system determined by the state administration of justice. The announcement shall be deemed to have been made at the time at which it is posted on the electronic page for public announcements.

However, the creditors of flatexDEGIRO AG are only entitled to this right if they can credibly demonstrate that the fulfilment of their claim is jeopardised by the merger. The creditors must be informed of this right in the announcement of the respective entry.

Pursuant to Section 22 (2) UmwG, the right to demand security is not available to creditors who, in the event of insolvency, have a right to preferential satisfaction from

a cover pool established for their protection in accordance with statutory provisions and monitored by the state.

For bond creditors of flatexDEGIRO AG (in particular creditors of convertible bonds, bonds with warrants and income bonds) as well as for holders of securities with special rights other than shares pursuant to Art. 24 (1) lit. b), c) SE Regulation, the creditor protection rights described above also apply accordingly.

The special creditor protection rights pursuant to Sections 8 and 13 of the Act Implementing the SE Regulation (SEAG) do not apply here because the future registered office of flatexDEGIRO SE will be in Frankfurt am Main, Germany, and therefore in Germany from a German perspective.

Comprehensive information on the modalities for exercising the rights of creditors of flatexDEGIRO AG can be obtained free of charge at the following address:

flatexDEGIRO AG
For the attention of the Management Board
Omniturm, Große Gallusstraße 16-18,
60312 Frankfurt am Main
Germany

- d) Reference to the modalities for exercising the rights of the minority shareholders flatexDEGIRO AG pursuant to Art. 24 (2) SE Regulation and the address at which exhaustive information on these modalities can be obtained free of charge:

Pursuant to Art. 24 (2) SE Regulation, each member state may adopt provisions with regard to the merging companies subject to its law in order to ensure adequate protection of minority shareholders who have opposed the merger.

Shareholders of flatexDEGIRO AG may bring an action for annulment and rescission against the resolution of the Annual General Meeting of flatexDEGIRO AG of 2 June 2025 on the approval of the Merger Plan for the merger to absorb flatex Projektgesellschaft Alpha AG as the transferring company into flatexDEGIRO AG as

the acquiring company and the merger of these merging companies into a European Company.

Pursuant to Section 14 (1) UmwG, the action for annulment must be filed within one month of the resolution being passed. It can only be based on grounds for nullity specified in the law. The Frankfurt am Main Regional Court has exclusive jurisdiction as the regional court in whose district flatexDEGIRO AG has its registered office.

The action for rescission must also be brought within one month of the resolution of the Annual General Meeting of flatexDEGIRO AG. In principle, it can be based on any violation of the law or the Articles of Association. Every shareholder of flatexDEGIRO AG present at the Annual General Meeting is authorised to contest the resolution if they acquired the shares before the agenda was announced and have declared their objection to the resolution in the minutes. Shareholders who do not attend the Annual General Meeting are only entitled to contest the resolution if they were wrongfully refused admission to the Annual General Meeting, if the meeting was not properly convened, if the subject matter of the resolution was not properly announced or if the action to contest the resolution is based on the acquisition of special advantages, Section 243 (2) AktG. In the latter case, the shareholder must have acquired the shares prior to the announcement of the agenda. The Frankfurt am Main Regional Court, as the regional court in whose district flatexDEGIRO AG has its registered office, has exclusive jurisdiction for the action for rescission.

If the resolution of the Annual General Meeting is declared null and void by a legally binding judgement due to an action for annulment or rescission, the judgement is effective against all shareholders and the members of the Management Board and Supervisory Board, even if they are not parties to the resolution. A declaration of nullity of the resolution cannot be considered if the resolution has in the meantime been entered in the commercial register at the registered office of flatexDEGIRO AG on the basis of an approval procedure pursuant to Section 16 (3) UmwG and the merger has thereby become effective. In this case, the future flatexDEGIRO SE would be obligated pursuant to Section 16 (3) sentence 10 UmwG to compensate the defendant in the approval proceedings for the damages it incurred as a result of the entry of the merger based on the approval resolution. The elimination of the effects of the entry of the

merger in the commercial register at the registered office of flatexDEGIRO AG or flatexDEGIRO SE cannot be demanded as compensation.

The termination of the proceedings, for whatever reason, must be published immediately by flatexDEGIRO AG in the company's official gazette, Section 248a sentence 1 AktG. Pursuant to Sections 248a sentence 2, 149 (2) and (3) AktG, the announcement of the termination of the proceedings must include the nature of the termination, all agreements in connection with it, including ancillary agreements, in full and the names of the parties involved. Any services provided by flatexDEGIRO AG and services provided by third parties attributable to it must be described and emphasised separately. The complete announcement is a prerequisite for the effectiveness of all performance obligations. This does not affect the validity of procedural acts that terminate the proceedings. Payments made despite ineffectiveness can be reclaimed. The above provisions shall apply mutatis mutandis to agreements concluded to avoid litigation.

Shareholders of flatexDEGIRO AG are not entitled to cash compensation pursuant to Section 7 SEAG. Section 7 SEAG presupposes that the SE has its registered office abroad from a German perspective. This is not the case, as flatexDEGIRO AG is the acquiring company and the future registered office of flatexDEGIRO SE will be in Frankfurt am Main, Germany.

Comprehensive information on the modalities for exercising the rights of minority shareholders of flatexDEGIRO AG can be obtained free of charge at the following address:

flatexDEGIRO AG
For the attention of the Management Board
Omniturm, Große Gallusstraße 16-18,
60312 Frankfurt am Main
Germany

3. Company name and registered office of the SE

The SE resulting from the merger of flatex Projektgesellschaft Alpha AG into flatexDEGIRO AG will operate under the name "flatexDEGIRO SE" and will have its registered office in Frankfurt am Main, Germany.

Frankfurt am Main, April 2025

flatexDEGIRO AG

Oliver Behrens

Member of the Management Board

Dr. Benon Janos

Member of the Management Board

Stephan Simmang

Member of the Management Board

Christiane Strubel

Member of the Management Board

SECTION B

Announcement of flatex Projektgesellschaft Alpha AG

in accordance with Article 21 of Council Regulation (EC) No 2157/2001 of 8 October 2001

(SE Regulation)

in conjunction with Section 19 SE Act in conjunction with Section 221a (1) AktG

flatex Projektgesellschaft Alpha AG

FN 649976 y

- Notice pursuant to Article 21 of Council Regulation (EC) No 2157/2001

**of 8 October 2001 (SE Regulation) in conjunction with Section 19 of the SE Act in
conjunction with Section 221a (1) AktG -**

regarding the merger by absorption of the
flatex Projektgesellschaft Alpha AG, Vienna, Austria,
to flatexDEGIRO AG, Frankfurt am Main, Germany

flatex Projektgesellschaft Alpha AG with its registered office in Vienna, Austria, FN 649976 y (the "**Transferring Company**"), as the transferring legal entity, is to be merged with its sole shareholder, flatexDEGIRO AG with its registered office in Frankfurt am Main, Germany, local court Frankfurt am Main HRB 103516 (the "**Acquiring Company**"), as the acquiring legal entity by way of a merger by absorption without liquidation pursuant to Art. 2 (1), Art. 17 (2) lit. a) of Council Regulation (EC) No. 2157/2001 of 08 October 2001 on the Statute for a European company (SE) ("**SE Regulation**") in accordance with the provisions of Art. 17 et seq. of the SE Regulation. The acquiring company is to assume the legal form of a European Company (Societas Europaea, "**SE**") with the name "flatexDEGIRO SE".

The final draft of the Merger Plan/merger agreement will be published in electronic form in the edict file (Section 89j of the Judicial Organisation Act).

In accordance with Article 21 of the SE Regulation in conjunction with Section 19 of the German Statute for a European Company ("**SEG**") and Section 221a (1) and (1a) of the German Stock Corporation Act ("**AktG**"), the following is hereby published:

a) Legal form, name and registered office of the merging companies

The transferring company is flatex Projektgesellschaft Alpha AG, a stock corporation under Austrian law with its registered office in Vienna, Austria, registered in the commercial register of the commercial court of Vienna under FN 649976 y.

The acquiring company is flatexDEGIRO AG, a stock corporation under German law with its registered office in Frankfurt am Main, Germany, registered in the commercial register of the local court of Frankfurt am Main under HRB 103516.

- b) the register in which the documents referred to in Article 3(2) of Directive 68/151/EEC have been deposited for each of the merging companies and the number of the entry in the register**

The documents referred to in Art. 3 (2) of Directive 68/151/EEC have been filed for the transferred company with the commercial register of the commercial court of Vienna; the registration number is FN 649976 y.

The documents referred to in Art. 3 (2) of Directive 68/151/EEC have been deposited for the acquiring company at Frankfurt am Main local court; the registration number is HR103516.

- c) Reference to the modalities for exercising the rights of the creditors of flatex Projektgesellschaft Alpha AG pursuant to Art. 24 (1) lit. a) to c) SE Regulation and the address at which exhaustive information on these modalities can be obtained free of charge, as well as further effects on the creditors**

i) General information

One of the consequences of the merger is that the entire assets and liabilities of the transferring company are transferred to the acquiring company by way of universal succession. The transferring company ceases to exist without being wound up.

Any claims by creditors of flatex Projektgesellschaft Alpha AG must be asserted against flatexDEGIRO SE from the time the merger takes effect. This will not result in any change in the content of the contractual relationships.

The date on which the merger becomes effective can only be influenced by the companies to a limited extent and also depends on when the competent registry courts (Vienna Commercial Court, Frankfurt am Main Local Court) make the necessary entries.

ii) Right to receive the merger documentation

Upon request, each creditor of flatex Projektgesellschaft Alpha AG will be provided with a copy of the following documents immediately and free of charge:

- (i) Draft of the Merger Plan/merger agreement;
- (ii) Annual financial statements and management reports of flatexDEGIRO AG for the financial years 2022 and 2023 as well as the annual financial statements of flatexDEGIRO AG and the combined management report of flatexDEGIRO AG and the flatexDEGIRO Group for the financial year 2024;
- (iii) Annual financial statements and management report of flatex Projektgesellschaft Alpha AG for the last financial year (flatex

Projektgesellschaft Alpha AG was entered in the commercial register on 02 April 2025; the interim balance sheet of flatex Projektgesellschaft Alpha AG as of 30 April 2025 will be used as the basis for the merger as the closing balance sheet (Section 220 (3) AktG)).

The sole shareholder of flatex Projektgesellschaft Alpha AG is flatexDEGIRO AG. This means that flatex Projektgesellschaft Alpha AG is a wholly owned subsidiary of flatexDEGIRO AG. It is therefore clarified that neither flatex Projektgesellschaft Alpha AG nor flatexDEGIRO AG will be subject to a merger audit (Section 18 SEG and Section 220b AktG) (Art. 31 (1) SE Regulation in conjunction with Sections 9 (2), 8 (3) sentence 3 no. 1 lit a) German Reorganisation Act - "**UmwG**" in conjunction with Art. 18 SE Regulation in conjunction with Section 232 (1) AktG). Section 232 (1) AktG) and no merger report (Section 220a AktG) is prepared by the Management Board (Article 31 (1) SE Regulation in conjunction with Section 8 (3) sentence 1 alternative 2 UmwG and Article 18 SE Regulation in conjunction with Section 232 (1) AktG) and no review or reporting by the Supervisory Board (Section 220c AktG) takes place (Article 18 SE Regulation in conjunction with Section 232 (1) AktG). These documents are therefore not available. Furthermore, it is noted that for this reason a cash compensation offer and the reference to the information on the rights of minority shareholders pursuant to Art. 21 lit. d) SE Regulation and Section 21 SEG (cash compensation) are also omitted (Section 20 SEG).

As the sole shareholder of flatex Projektgesellschaft Alpha AG, flatexDEGIRO AG will pass a resolution on the merger at a general meeting to be held.

As the sole shareholder of flatex Projektgesellschaft Alpha AG, flatexDEGIRO AG will ultimately waive compliance with Sections 220a to 220c and 221a (1) to (3) AktG in accordance with Section 232 (2) AktG. Information pursuant to Section 221a (1) sentence 2 AktG is therefore not required.

iii) Entitlement to the provision of security

The creditors of flatex Projektgesellschaft Alpha AG are to be provided with security for claims arising up to that point if they register in writing for this purpose within one month of the merger resolution of the Annual General Meeting of flatex Projektgesellschaft Alpha AG at the latest, insofar as they cannot demand satisfaction. However, creditors are only entitled to this right if they can credibly demonstrate that the fulfilment of their claims is jeopardised by the merger (Section 23 SEG in conjunction with Section 14 SEG).

Holders of bonds and profit participation rights are to be granted equivalent rights.

Moreover, the certificate pursuant to Art. 25 (2) SE Regulation (in conjunction with Section 24 (3) SEG) may only be issued if all creditors entitled to security have been

provided with adequate security and if it is ensured that the holders of bonds and profit participation rights are granted equivalent rights.

Furthermore, the creditors of flatex Projektgesellschaft Alpha AG are to be provided with security if they register for this purpose within six months of the publication of the registration of the merger, unless they can demand satisfaction. However, the creditors of flatex Projektgesellschaft Alpha AG are only entitled to this right if they can credibly demonstrate that the fulfilment of their claim is jeopardised by the merger. The creditors must be informed of this right in the publication of the entry. Creditors who, in the event of insolvency, have a right to preferential satisfaction from a cover pool set up for their protection in accordance with statutory provisions and monitored by the authorities are not entitled to demand the provision of security. If no security is provided to a creditor despite compliance with the aforementioned requirements, the creditor may assert the claim to the provision of security in litigation proceedings.

iv) Address for further information

Further, exhaustive information on the modalities of exercising the rights of creditors and shareholders of flatex Projektgesellschaft Alpha AG can be obtained free of charge at the following address:

flatex Projektgesellschaft Alpha AG
For the attention of the Management Board
Sterngasse 13
1010 Vienna
Austria

d) Reference to the modalities for exercising the rights of the minority shareholders of flatex Projektgesellschaft Alpha AG pursuant to Art. 24 (2) SE Regulation as well as the address where exhaustive information on these modalities can be obtained free of charge

The acquiring company is the sole shareholder of the transferring company. There are therefore no minority shareholders. Information on the exercise of their rights, in particular the right to receive appropriate cash compensation, is therefore omitted.

The documents listed above under point c) ii) will be sent to the sole shareholder.

Please refer to point c) iv) above for the address at which information can be obtained.

e) The company name envisaged for the SE and its future registered office

As a result of this merger, flatex Projektgesellschaft Alpha AG will cease to exist and the acquiring flatexDEGIRO AG will assume the legal form of an SE. The resulting SE

will be named "flatexDEGIRO SE" and will have its registered office in Frankfurt am Main, Germany.

Vienna, 15 April 2025

flatex Projektgesellschaft Alpha AG

Dr. Roman Gaitzsch

Member of the Management Board

Olaf Schilling

Member of the Management Board