

Invitation to the Annual General Meeting**BRAIN Biotech AG****12 March 2024****Agenda at a glance**

1. Submission of the adopted separate annual financial statements and of the approved consolidated financial statements of BRAIN Biotech AG for the fiscal year ending 30 September 2023, the separate management report and the Group management report for the fiscal year from 1 October 2022 until 30 September 2023 with the explanatory reports relating to disclosures pursuant to Sections 289a and 315a of the German Commercial Code (HGB), as well as the report by the Supervisory Board for the fiscal year from 1 October 2022 to 30 September 2023
2. Resolution concerning the ratification of the actions of the Management Board for the fiscal year from 1 October 2022 to 30 September 2023
3. Resolution concerning the ratification of the actions of the Supervisory Board for the fiscal year from 1 October 2022 to 30 September 2023
4. Election of the auditor of the separate financial statements and of the auditor of the consolidated financial statements for the fiscal year from 1 October 2023 to 30 September 2024
5. Resolution to approve the conclusion of an agreement relating to the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH with contributed capital of € 2,000,000.00
6. Resolution to approve the conclusion of an agreement relating to the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH with contributed capital of € 1,500,000.00
7. Resolution to approve the conclusion of an agreement relating to the establishment of a typical silent partnership between BRAIN Biotech AG and MBG H Mittelständische Beteiligungsgesellschaft Hessen mbH with contributed capital of € 1,500,000.00
8. Resolution concerning the approval of the Compensation Report

BRAIN Biotech AG**Zwingenberg**

WKN 520394

ISIN DE0005203947

Invitation to the Annual General Meeting

We hereby invite the shareholders to the Annual General Meeting to be held on Tuesday, 12 March 2024, at 10.00 a.m. in the Melibokushalle, Melibokusstrasse 10, 64673 Zwingenberg, Germany.

A.**Agenda**

- 1. Submission of the adopted separate annual financial statements and of the approved consolidated financial statements of BRAIN Biotech AG for the fiscal year ending 30 September 2023, the separate management report and the Group management report for the fiscal year from 1 October 2022 until 30 September 2023 with the explanatory reports relating to disclosures pursuant to Sections 289a and 315a of the German Commercial Code (HGB), as well as the report by the Supervisory Board for the fiscal year from 1 October 2022 to 30 September 2023**

The aforementioned documents can be viewed and downloaded from the Company's website at <https://www.brain-biotech.com/investors/annual-general-meetings>. They will also be available and discussed at the AGM. These documents serve to inform the AGM about the past fiscal year as well as about the position of both the Company and the Group. Legislation does not require a resolution on this agenda item as the Supervisory Board has approved the separate annual financial statements, which have already been adopted as a consequence.

- 2. Resolution concerning the ratification of the actions of the Management Board for the fiscal year from 1 October 2022 to 30 September 2023**

The Management and Supervisory boards propose that the actions of the Management Board members holding office during the fiscal year from 1 October 2022 to 30 September 2023 be ratified for this period.

- 3. Resolution concerning the ratification of the actions of the Supervisory Board for the fiscal year from 1 October 2022 to 30 September 2023**

The Management and Supervisory boards propose that the actions of the Supervisory Board members holding office during the fiscal year from 1 October 2022 to 30 September 2023 be ratified for this period.

4. Election of the auditor of the separate financial statements and of the auditor of the consolidated financial statements for the fiscal year from 1 October 2023 to 30 September 2024

Pursuant to the recommendation of its Audit Committee, the Supervisory Board proposes electing

Baker Tilly GmbH & Co KG Wirtschaftsprüfungsgesellschaft (Düsseldorf),

to be the auditor of the separate and consolidated financial statements for the fiscal year from 1 October 2023 to 30 September 2024.

For the aforementioned audit services, the Audit Committee, pursuant to Article 16 (2) of EU Directive No. 537/2014 of the European Parliament and of the Council dated 16 April 2014 concerning specific requirements made of the auditing of financial statements of public-interest entities, and replacing resolution 2005/909/EC of the Commission, has recommended that the Supervisory Board renew the audit mandate of Baker Tilly GmbH & Co. KG Wirtschaftsprüfungsgesellschaft (Düsseldorf). The Audit Committee has stated that its recommendation is free from undue influence by third parties and that no restrictive clause in the meaning of Article 16 (6) of the aforementioned Regulation (EU) No. 537/2014 of 16 April 2014 has been imposed upon it.

5. Resolution to approve the conclusion of an agreement relating to the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH with contributed capital of € 2,000,000.00

BRAIN Biotech AG – hereinafter referred to as the “Company” – intends to conclude an agreement with Hessen Kapital I GmbH, Wiesbaden, concerning the establishment of a typical silent partnership. A typical silent partnership is an equity-like instrument that avoids the dilution of existing shareholders’ interests. Hessen Kapital is already a long-standing financing partner of BRAIN Biotech AG, and Hessen Kapital I GmbH supports medium-sized companies in the State of Hesse financially with equity capital and equity-like financing instruments in order to strengthen such companies’ equity funding. Hessen Kapital I GmbH utilizes 50% financial resources from the European Regional Development Fund (RWB-EFRE Hesse Program 2007-2013) and 50% budget funds from the State of Hesse in order to provide the silent partnership. It is planned that Hessen Kapital I GmbH will make a cash capital contribution of € 2,000,000.00 to the Company’s assets as a typical silent partner. The contributed capital is to be utilized exclusively to co-finance research expenses. Annual remuneration unrelated to profits as well as an annual profit share are planned as participation fees.

As a partial profit transfer agreement, the agreement represents an agreement between business enterprises in the meaning of Section 292 (1) No. 2 of the German Stock Corporation Act (AktG). The conclusion of the agreement requires the approval of the Annual General Meeting pursuant to Section 293 (1) AktG.

An explanation of the main contents of the agreement can be found in section C.1 of the invitation.

On 14 December 2023, the Company's Supervisory Board approved the conclusion of the agreement concerning the establishment of the typical silent partnership. The investment committee of Hessen Kapital I GmbH, as the responsible body, has also granted its approval.

On the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>

the following related documents can be viewed:

- the full wording of the agreement concerning the establishment of a typical silent partnership,
- the separate annual financial statements and the management reports of BRAIN Biotech AG for the last three fiscal years,
- the annual financial statements and the management reports of Hessen Kapital I GmbH for the last three fiscal years,
- the written report of the Management Board of BRAIN Biotech AG pursuant to Section 293 a AktG,
- the written report of the contract auditor concerning the contract audit pursuant to Section 293 e AktG.

The Management and Supervisory boards propose that the conclusion of the agreement concerning the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH be approved.

6. Resolution to approve the conclusion of an agreement relating to the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH with contributed capital of € 1,500,000.00

BRAIN Biotech AG – hereinafter referred to as the “Company” – intends to conclude an agreement with Hessen Kapital I GmbH, Wiesbaden, concerning the establishment of a typical silent partnership. A typical silent partnership is an equity-like instrument that avoids the dilution of existing shareholders' interests. Hessen Kapital is already a long-standing financing partner of BRAIN Biotech AG, and Hessen Kapital I GmbH supports medium-sized companies in the State of Hesse financially with equity capital and equity-like financing instruments in order to strengthen such companies' equity funding. Hessen Kapital I GmbH utilizes 50% financial resources from the European Regional Development Fund (RWB-EFRE Hesse Program 2007-2013) and 50% budget funds from the State of Hesse in order to provide the silent partnership. It is

planned that Hessen Kapital I GmbH will make a cash capital contribution of € 1,500,000.00 to the Company's assets as a typical silent partner. The contributed capital is to be utilized exclusively to co-finance research expenses. Annual remuneration unrelated to profits as well as an annual profit share are planned as participation fees.

As a partial profit transfer agreement, the agreement represents an agreement between business enterprises in the meaning of Section 292 (1) No. 2 of the German Stock Corporation Act (AktG). The conclusion of the agreement requires the approval of the Annual General Meeting pursuant to Section 293 (1) AktG.

An explanation of the main contents of the agreement can be found in section C.2 of the invitation.

On 14 December 2023, the Company's Supervisory Board approved the conclusion of the agreement concerning the establishment of the typical silent partnership. The investment committee of Hessen Kapital I GmbH, as the responsible body, has also granted its approval.

On the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>

the following related documents can be viewed:

- the full wording of the agreement concerning the establishment of a typical silent partnership,
- the separate annual financial statements and the management reports of BRAIN Biotech AG for the last three fiscal years,
- the annual financial statements and the management reports of Hessen Kapital I GmbH for the last three fiscal years,
- the written report of the Management Board of BRAIN Biotech AG pursuant to Section 293 a AktG,
- the written report of the contract auditor concerning the contract audit pursuant to Section 293 e AktG.

The Management and Supervisory boards propose that the conclusion of the agreement concerning the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH be approved.

7. Resolution to approve the conclusion of an agreement relating to the establishment of a typical silent partnership between BRAIN Biotech AG and MBG H Mittelständische Beteiligungsgesellschaft Hessen mbH with contributed capital of € 1,500,000.00

BRAIN Biotech AG – hereinafter referred to as the “Company” – intends to conclude an agreement with MBG H Mittelständische Beteiligungsgesellschaft Hessen mbH, Wiesbaden – hereinafter referred to as “MBG H” – concerning the establishment of a

typical silent partnership. A typical silent partnership is an equity-like instrument that avoids the dilution of existing shareholders' interests. MBG H is already a long-standing financing partner of BRAIN Biotech AG, and MBG H supports medium-sized companies in the State of Hesse financially with equity capital and equity-like financing instruments in order to strengthen such companies' equity funding. The investments to be refinanced via KfW's ERP investment program or via WI Bank on the capital market. It is planned that MBG H will make a cash capital contribution of € 1,500,000.00 to the Company's assets as a typical silent partner. The contributed capital is to be utilized exclusively to co-finance research expenses. Annual remuneration unrelated to profits and an annual profit share as well as a guarantee commission are planned as participation fees.

As a partial profit transfer agreement, the agreement represents an agreement between business enterprises in the meaning of Section 292 (1) No. 2 of the German Stock Corporation Act (AktG). The conclusion of the agreement requires the approval of the Annual General Meeting pursuant to Section 293 (1) AktG.

An explanation of the main contents of the agreement can be found in section C.3 of the invitation.

On 14 December 2023, the Company's Supervisory Board approved the conclusion of the agreement concerning the establishment of the typical silent partnership. The investment committee of MBG H, as the responsible body, has also granted its approval.

On the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>

the following related documents can be viewed:

- the full wording of the agreement concerning the establishment of a typical silent partnership,
- the separate annual financial statements and the management reports of BRAIN Biotech AG for the last three fiscal years,
- the annual financial statements and the management reports of MBG H for the last three fiscal years,
- the written report of the Management Board of BRAIN Biotech AG pursuant to Section 293 a AktG,
- the written report of the contract auditor concerning the contract audit pursuant to Section 293 e AktG.

The Management and Supervisory boards propose that the conclusion of the agreement concerning the establishment of a typical silent partnership between BRAIN Biotech AG and MBG H Mittelständische Beteiligungsgesellschaft Hessen mbH be approved.

8. Resolution concerning the approval of the Compensation Report

Pursuant to Section 162 AktG, the Management and Supervisory boards are required to prepare an annual report on the compensation granted and owed to each individual current or former member of the Management and Supervisory boards in the past fiscal year (compensation report) and to submit this compensation report to the AGM for approval in accordance with Section 120a (4) AktG.

The Compensation Report prepared by the Management and Supervisory boards for the 2022/23 fiscal year was audited by the auditors pursuant to the requirements of Section 162 (3) AktG. The auditor's report is attached to the Compensation Report.

The Compensation Report together with the auditor's report is reproduced in Section C.3 of this invitation and is also available on the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>.

The Management and Supervisory boards propose that the Compensation Report for the 2022/23 fiscal year, prepared and audited in accordance with Section 162 AktG, be approved.

B.

Compensation Report

This Compensation Report has been prepared pursuant to Section 162 (1) and (2) of the German Stock Corporation Act (AktG). The following sections present the basic elements of the compensation scheme for the Management and Supervisory board members, explain the structure of the compensation and salaries of individual Management and Supervisory board members, and report the level of compensation paid to Management and Supervisory board members.

The compensation scheme on which the Management Board contracts for the 2022/23 fiscal year are based was approved at the Annual General Meeting on 10 March 2021.

A new compensation scheme was approved at the Annual General Meeting on 8 March 2023. The Management Board contracts were updated in the 2022/23 fiscal year so that the compensation components of the individual Management Board contracts will correspond to the new compensation scheme from the coming (2023/24) fiscal year. In one Management Board contract, the long-term variable compensation (LTI) has already been adjusted to reflect the new compensation scheme for the 2022/23 fiscal year.

1 Management Board compensation

1.1 Compensation scheme

The compensation scheme for the Management Board is oriented towards the Company's positive overall financial and business performance in the medium to long term. As a consequence, the total compensation of the members of the Management Board contains

various elements and currently consists of basic compensation not linked to performance, including ancillary benefits, and performance-based (variable) compensation, which is divided into a short-term, one-year component (STI) and a long-term, multi-year component (LTI).

When setting overall compensation and the individual compensation elements, the Supervisory Board has taken into consideration the Company's financial position and business prospects, as well as the compensation structure of the overall Company. For the individual Management Board members, the Supervisory Board has differentiated according to function, areas of responsibility, qualification, and personal performance. Where such data and information were available, information about compensation at other companies within the same sector, or competing with the Company, was taken into consideration as a further criterion.

The agreements relating to compensation are included in the Management Board members' service contracts. The contractual duration corresponds in each case to the periods of office for which the respective Management Board members have been appointed. The service contracts are fixed for this period and cannot be terminated on an ordinary basis.

Notes concerning individual compensation components

Fixed compensation components not linked to performance

Each Management Board member receives a basic fixed salary that is agreed as fixed cash compensation drawn in relation to the fiscal year, and paid out in twelve equal monthly instalments. In addition to their basic salary, members of the Management Board are granted an appropriate level of certain ancillary benefits. The ancillary benefits mainly comprise standard additional benefits such as contributions to insurance schemes, travel allowances, pension allowances and the provision of a company car, which may also be used privately.

With regard to retirement and surviving dependants' pensions, the Management Board contracts provide for the following regulation: the Company pays amounts into a pension fund or private pension insurance for its Management Board members. Instead of paying into a pension fund or private pension insurance, these amounts can also be paid out as a salary at the request of the Management Board members. In the case of death, the relatives of a deceased Management Board member receive a one-off payment equivalent to 50% of total compensation granted to the deceased Management Board member in the current fiscal year at the time of death, pursuant to related standard contractual regulations.

The Company has concluded invalidity insurance policies for the Management Board members for the duration of their service contracts, with the related premiums being paid by the Company. The Company also grants Management Board members allowances for private or voluntary health insurance and social security.

Fixed compensation until the 2022/2023 fiscal year

The basic compensation in the 2022/23 fiscal year was still paid in accordance with the previous compensation scheme and in accordance with the Management Board contracts. For this reason, the basic compensation for the CEO amounts to 69% of the target compensation taking into consideration a non-increased performance-based bonus assuming 100% target achievement, not including stock options, which may vary in value (according to the respective issue date), and for the other Management Board member 78% of the target compensation taking into consideration a non-increased performance-based bonus assuming 100% target

achievement, not including stock options, which may vary in value (according to the respective issue date).

Fixed compensation from the 2023/2024 fiscal year onwards

The basic compensation comprises the components described and amounts to 50% of the target compensation for members of the Management Board, taking into consideration non-increased performance-based variable compensation if 100% of the target is achieved.

One-year variable compensation (bonus, STI)

One-year variable compensation until the 2022/2023 fiscal year

The bonus granted in the 2021/22 fiscal year and the calculation of the bonus for the 2022/23 fiscal year are based on the parameters of the previous compensation scheme.

The financial performance targets of the previous compensation scheme relate to (i) an improvement in organic growth, (ii) an improvement in EBITDA and (iii) an adequate financial position, in each case in relation to the Group; the strategic performance targets are defined as (i) projects for the strategic further development of the Group, (ii) the achievement of important milestones in the project development pipeline and (iii) the further business development of Akribion Genomics. The annual bonus level is contractually arranged for each Management Board member for the duration of their service contract. All performance targets are initially considered individually and then weighted equally in relation to each other when measuring the variable compensation. With regard to over-fulfilment or non-fulfilment of targets, the same rules applied in the previous compensation scheme as in the current compensation scheme.

If the fixed amount bonus is awarded, variable cash compensation for the Management Board Chair (CEO) reaches an amount equivalent to 31% of target compensation, and for the other Management Board member an amount equivalent to 22% of target compensation. If the Supervisory Board increases the fixed amount bonus at its discretion, variable cash compensation for the Management Board Chair (CEO) reaches a maximum of 62% of target compensation, and for the other Management Board member a maximum of 43% of target compensation.

One-year variable compensation from the 2023/2024 fiscal year onwards

The one-year, variable compensation is granted in cash and is related to one fiscal year in each case if the Management Board member has achieved the respective predefined targets (parameters of performance-based compensation include both financial and strategic performance targets) in the respective fiscal year. The targets relate to organic growth in annual revenue (weighting 40%), growth in adjusted EBITDA (weighting 40%) and individual targets (including non-financial targets, weighting 20%). The amount of the annual bonus corresponds to 40% of the compensation not linked to performance in the event of 100% achievement of the defined targets or 20% of the total target compensation. In the event of target achievement from 100% to 200%, the share of the variable, one-year compensation for the respective performance target increases to the corresponding extent up to a maximum of 200% of the pro rata compensation amount. If the defined performance targets are not met or not met in full, the share of the variable compensation for the respective performance target is reduced to 0% if necessary.

If the Supervisory Board grants a discretionary bonus increase, such a bonus may not exceed 80% of the compensation not linked to performance or 40% of the target compensation.

Share-based compensation (stock options, LTI)

In the 2022/23 fiscal year, the following share-based employee compensation existed:

Employee Stock Ownership Program (ESOP)

An Employee Stock Ownership Program (ESOP 2018/19) came into effect on 12 March 2019 to incentivise and retain managers and employees of BRAIN Biotech AG over the long term. A new Employee Stock Ownership Program (ESOP 2023) came into force in the 2022/23 fiscal year.

Managers and employees as well as the Management Board members of BRAIN Biotech AG participate in all ESOP programs.

ESOP 2018/19:

The ESOP 2018/19 stock option program is based on the AGM resolution of 7 March 2019 to set up a stock option program and create Conditional Capital 2019/I.

As part of the ESOP 2018/19, further options were issued as scheduled in the 2022/23 fiscal year on 1 October 2022. As part of exercise, one option entitles to the purchase of one share in the Company at the so-called exercise price. In this context, the exercise price corresponds to the average of the share price ten trading days prior to the contractual grant date.

Along with the share price performance target (performance condition), the exercising of options is also conditional upon the respective beneficiary remaining at the Company (service condition). The performance condition means that the share price, taking into consideration any dividend payments per share to be accumulated, corresponds to an increase in the market price of the ordinary shares of at least 6% per annum in the period between the allocation and the end of the waiting period. Taking fulfilment of both the service and performance conditions into consideration, the options can be exercised at the earliest at the end of four years after the grant date (waiting period). The exercise period amounts to four years after the end of the four-year waiting period. From the ESOP 2018/19 onwards, a cap amount is also applied to the Management Board members' options, which limits the options' maximum value.

Long-term, multiyear variable compensation (through share options)

ESOP 2023:

The ESOP 2023 stock option program is based on the AGM resolution of 8 March 2023 to set up a stock option program and create Conditional Capital 2023/II.

As part of the ESOP 2023, options were issued for the first time as scheduled in the 2022/23 fiscal year on 27 September 2023. As part of exercise, one option entitles to the purchase of one share in the Company at the so-called exercise price. In this context, the exercise price corresponds to the average of the share price 30 trading days prior to the contractual grant date.

The stock options may only be exercised if and to the extent that the performance targets are achieved within a performance measurement period of three fiscal years. The performance targets relate to enhancing the value of the R&D development pipeline (BioIncubator) and of the product business (40% weighting), absolute and relative positive share price performance (40% weighting) and the fulfilment of ESG targets (20% weighting). The criteria for share price performance are weighted 50/50 and each is checked independently for fulfilment. To the extent necessary, the Supervisory Board at its due discretion is to specify the performance

targets uniformly for all members of the Management Board before the beginning of each three-year performance measurement period, taking into account the key points of the stock option program approved by the AGM and the of stock option plan. The following increases in the share price during the three-year performance measurement period apply to the measurement of the absolute positive share price performance: at least 10% p.a. if the share price when the share options are issued is lower than the first price at the time of the IPO listing; at least 6% p.a. if the share price when the share options are issued is equal to or higher than the first price at the time of the IPO listing. The relative positive price performance is based on a comparison with the performance of the DAX 100 Index and the NASDAQ Biotechnology Index.

The Supervisory Board shall determine the scope or degree of target achievement for each Management Board member. The determined overall target achievement results in an exercise factor of between 0% and 200% with regard to the stock options issued. According to the respective scope or degree of target achievement, the number of stock options that can be exercised after the expiry of the statutory waiting period may consequently be reduced.

Taking fulfilment of the conditions into consideration, the options can be exercised at the earliest at the end of four years after the grant date (waiting period). The exercise period amounts to two years after the end of the four-year waiting period. From the ESOP 2018/19 onwards, a cap amount is also applied to the Management Board members' options, which limits the options' maximum value.

Discontinued employment commitments

In the event of early termination of their Management Board activities, Management Board members do not receive any payments and/or ancillary benefits that exceed the value of two years' compensation (severance payment cap), or that compensate more than the remaining term of the employment contract. If the employment contract is terminated for an exceptional reason for which the respective Management Board member is responsible, the Management Board member shall not receive any payments. The calculation of the severance pay cap is based on the total compensation for the respective fiscal year elapsed, and, where relevant, also on the basis of the prospective total compensation for the current fiscal year.

No benefits were promised or granted by a third party to any member of the Management Board for their activities.

Further information about the compensation scheme and Section 120a (4) of the German Stock Corporation Act (AktG)

If members of the Management Board seriously violate their legal and/or contractual obligations, the Supervisory Board may partially reduce or completely waive any variable compensation components not yet disbursed. The decision by the Supervisory Board shall be made at its due discretion. If a serious breach of statutory and/or contractual obligations subsequently becomes known, the Supervisory Board may demand the full or partial return of variable compensation components already paid out to Management Board members (compliance clawback). In addition, if variable compensation components are paid out on the basis of incorrect consolidated financial statements, the Supervisory Board may reclaim the difference determined on the basis of a corrected determination (performance clawback).

Maximum compensation until the 2022/2023 fiscal year

The maximum compensation provided for in the compensation scheme for the members of the Management Board was complied with. The maximum compensation is € 1,133,000.00 for the CEO and € 598,000.00 for the other Management Board member. The maximum compensation serves as an absolute limit on compensation. To the extent that the discretionary assessment of variable compensation resulted in higher than target compensation, such as due to special effects, compensation amounts would have to be reduced if the maximum compensation were otherwise exceeded.

Maximum compensation from the 2023/2024 fiscal year onwards

The maximum compensation is € 2,500,000.00 for the CEO and € 1,500,000.00 for the other Management Board member. The maximum compensation serves as an absolute limit on compensation. To the extent that the discretionary assessment of variable compensation resulted in higher than target compensation, such as due to special effects, compensation amounts would have to be reduced if the maximum compensation were otherwise exceeded. No such reduction was applied in the past or the previous fiscal year.

Approval of the Compensation Report for the 2020/21 fiscal year

The Compensation Report for the 2020/21 fiscal year prepared in accordance with Section 162 AktG was approved at the Annual General Meeting on 8 March 2023.

1.2 Management Board compensation**Compensation granted and owed to the Management Board pursuant to Section 162 of the German Stock Corporation Act (AktG)**

The following table shows the compensation granted and owed to the members of the Management Board of BRAIN Biotech AG for the current and the previous fiscal year.

	Adriaan Moelker (CEO)				Michael Schneiders (CFO) from 1 October 2022				Lukas Linnig (CFO) until 30 September 2022			
€ thousand	2022/2023	in %	2021/2022	in %	2022/2023	in %	2021/2022	in %	2022/2023	in %	2021/2022	in %
Fixed compensation (including retirement and surviving dependents' benefits)	420	42	420	45	260	66	n.a.	n.a.	n.a.	n.a.	260	51
Ancillary benefits (including company car and pension insurance)	27	3	26	3	30	8	n.a.	n.a.	n.a.	n.a.	25	5
Total compensation not based on performance	447	45	446	48	290	74	n.a.	n.a.	n.a.	n.a.	285	56
Short-term performance-based compensation (bonus granted) ¹	332	33	190	21	n.a.	n.a.	n.a.	n.a.	133	n.a.	76	15
Stock options/ long-term performance-based compensation (calculated at fair value at grant)	227	22	288	31	101	26	n.a.	n.a.	n.a.	n.a.	144	29
Total	1,006	100	924	100	391	100	n.a.	n.a.	n.a.	n.a.	505	100
Share of maximum compensation	89%	n.a.	82%	n.a.	65%	n.a.	n.a.	n.a.	n.a.*	n.a.	84%	n.a.

* This figure refers solely to the bonus granted (paid out)

¹ Value according to target achievement paid out for the last fiscal year

Comparative presentation of compensation and earnings trends

The following tables compares the change in Management Board compensation, employee compensation (in each case on a full-time equivalent basis) and the Company's business performance over the last four fiscal years.

	2019/2020 vs. 2018/2019	2020/2021 vs. 2019/2020	2021/2022 vs. 2020/2021	2022/2023 vs. 2021/2022
Change in compensation				
Percentage change				
Employee salary*/**	n.a.	+4%	+4%	+6%
Management Board**:				
Adriaan Moelker (CEO); (joined: 1 February 2020)	n.a.	n.a.	0%	0%
Lukas Linnig (CFO); (joined: 1 October 2020 / left: 30 September 2022)	n.a.	n.a.	+10%	n.a.
Michael Schneiders (CFO); joined: 1 October 2022	n.a.	n.a.	n.a.	n.a.
Supervisory Board:				
Dr. Georg Kellinghusen (joined: 9 March 2017 / left: 8 March 2023)	+14%	-19%	+11%	n.a.***
Dr. Michael Majerus (joined: 7 March 2019)	n.a.	+11%	+12%	+51%***
Dr. Anna Eichhorn (joined: 9 March 2017)	+7%	+18%	-2%	+33%***
Stephen Catling (joined: 14 October 2020)	n.a.	n.a.	n.a.	+78%***
Prof. Dr. Wiltrud Treffenfeldt (joined: 14 October 2020)	n.a.	n.a.	n.a.	+25%***
Dr. Florian Schnabel (joined: 8 March 2023)	n.a.	n.a.	n.a.	n.a.***
Christine Uekert (joined: 8 March 2023)	n.a.	n.a.	n.a.	n.a.***
Business performance				
Revenue	0%	+0.4%	+29%	+12%
Adjusted EBITDA	7%	+4%	+104%	+510%
Result after taxes	23%	+48%	-32%	-28%

* The following parameters were used in the analysis:

- The figures relate to employees of the parent company BRAIN Biotech AG
- All employees were continuously employed for 48 months
- Part-time employees were aggregated to full-time equivalents
- A total of 44 employees were included in the comparison
- Female and male employees are included in the calculation in the same ratio

- Top earners were not included in this analysis

** The comparative calculation of Management Board salaries excludes bonuses paid. Due to the changes on the Management Board, comparative figures would otherwise have been unusually high or low and would thereby present a distorted picture. Accordingly, no comparison was shown for employees. The bonuses paid in cash are shown below.

*** Further information about the compensation paid to the members of the Supervisory Board is presented in Section 2 "Supervisory Board compensation". At the Annual General Meeting on 8 March 2023, the basic compensation of the Supervisory Board was increased by 50% for all members in the same relative proportion. The Supervisory Board members do not receive any performance-based compensation.

Short-term performance-based compensation

For the purpose of measuring short-term, performance-based compensation, the Supervisory Board reviews the achievement or fulfillment of each of the targets set for the respective fiscal year after the end of the respective fiscal year and then decides on the determination of the bonus.

The amounts reported above (short-term performance-related compensation granted) correspond to 95% (2020/21) and 166% (2021/22) target achievement for Adriaan Moelker and 95% (2020/21) and 166% (2021/22) target achievement for Lukas Linnig.

The following tables show the Management Board's target achievement per target for the 2020/21 and 2021/22 fiscal years.

Fiscal year 2020/21:	Share per target	of which fulfilled*	Result
Improvement in organic growth	20%	0%	0%
Improvement in EBITDA	20%	0%	0%
Improvement in cash flow	20%	200%	40%
Strategic further development of the BRAIN Group	20%	75%	15%
Commercialization of the project development pipeline	20%	200%	40%
Total			95%

Fiscal year 2021/22:	Share per target	of which fulfilled*	Result
Improvement in organic growth	17%	200%	33%
Improvement in adjusted EBITDA excluding investments in the development of genome editing	17%	200%	33%
Adequate financial position at year-end	17%	200%	33%

Growth in revenue of the acquired company	17%	198%	33%
Revenue from milestones > € 10 million	17%	0%	0%
Contracts in the genome editing area	17%	200%	33%
Total			166%

* See notes about one-year variable compensation

Share-based compensation (stock options)

The following overview shows the measurement date and the exercise price.

	Measurement date	Exercise price (EUR)
ESOP 2018/2019 in 2021/2022-Apr (allocated)	8 April 2022	8.71
ESOP 2018/2019 in 2021/2022-Sep (allocated)	27 September 2022	5.43
ESOP 2018/19 in 2021/22-Oct (allocated)	1 October 2022	5.22
ESOP 2023 in 2022/23-Sep (allocated)	27 September 2023	4.59

Allocated stock options	Adriaan Moelker (CEO)	Michael Schneiders (CFO), from 1 October 2023	Lukas Linnig (CFO), until 30 September 2022
FY 2021/22 – Apr -	60,000 units	n.a.	30,000 units
FY 2021/22 – Sep -	40,000 units	n.a.	20,000 units
FY 2022/23 – Oct -	0 units	50,000 units	n.a.
FY 2022/23 – Sep -	113,524 units	0 units	n.a.

The stock options were issued in accordance with the existing service agreements.

1.3 Compensation of former members of the Management Board

For the former members of the Management Board, Dr. Holger Zinke and Dr. Jürgen Eck, defined contribution pension commitments exist which, in the event of termination of the employment relationship before the contractual retirement age is reached, effectively convert into a defined benefit commitment. No further pension commitments to other members of the Management Board exist. No further pension commitments to other members of the Management Board exist.

The present value of the total obligation from pension commitments, calculated in accordance with International Financial Reporting Standards (IFRS), for both former members of the Management Board amounted to € 3,070 thousand as at the reporting date (previous year: € 3,179 thousand). Of this amount, € 1,504 thousand was attributable to Dr. Zinke and € 1,565 thousand to Dr. Eck.

2 Supervisory Board compensation

Pursuant to the Company's bylaws, the Supervisory Board members received annual compensation of € 15,000 until 8 March 2023. The Supervisory Board Chair receives twice this amount, and the Deputy Supervisory Board Chair receives one and a half times this amount. Committee chairs also receive further annual compensation of € 15,000. All Supervisory Board members receive a meeting fee of € 1,000 for each meeting of the Supervisory Board and Committees they attend.

A new compensation structure for the Supervisory Board was approved at the Annual General Meeting on 8 March 2023. Pursuant to the Company's bylaws, the Supervisory Board members received annual compensation of € 30,000 from 8 March 2023 onwards. The Supervisory Board Chair receives twice this amount, and the Deputy Supervisory Board Chair receives one and a half times this amount. In addition, committee chairs receive further annual compensation of € 15,000 and committee members receive annual compensation of € 5,000. All Supervisory Board members receive a meeting fee of € 2,000 for each face-to-face meeting of the Supervisory Board and committees they attend. The members of the Supervisory Board shall receive an attendance fee of € 1,000 for participating in a meeting of the Supervisory Board or its committees conducted as a video conference, and an attendance fee of € 500 for participating in a conference call of the Supervisory Board or its committees.

The Supervisory Board members are included in the D&O (directors & officers) insurance cover (asset loss liability insurance) which the Company has taken out for its directors, and whose premiums the Company pays. Above and beyond this, the Company has taken out asset loss liability insurance cover for securities issues ("IPO insurance") without deductibles for the Supervisory Board members as part of the IPO, whose costs the Company bears.

The following table shows the cash compensation of the Supervisory Board for the 2022/23 fiscal year:

€ thousand				
Supervisory Board members	Fixed compensation	Allowance for special functions	Meeting fees	Total compensation
Dr. Georg Kellinghusen (Chairman until 8 March 2023)	13	7	11	31
Dr. Michael Majerus (Chairman from 8 March 2023)	38	20	29	86
Dr. Anna C. Eichhorn (Deputy Chair)	34	15	19	68
Stephen Catling	23	3	23	48
Prof. Dr. Wiltrud Treffenfeldt	23	3	20	45
Dr. Florian Schnabel (from 8 March 2023)	15	3	13	31
Christine Uekert (from 8 March 2023)	15	8	14	36
Total	159	57	130	345

Shares held by the Management and Supervisory boards

As of 30 September 2023, the Management Board members held 20,000 ordinary shares of BRAIN Biotech AG and the Supervisory Board members held 27,000 ordinary shares of BRAIN Biotech AG.

Independent auditor's report on the audit of the Compensation Report pursuant to Section 162 (3) of the German Stock Corporation Act (AktG)

To BRAIN Biotech AG, Zwingenberg

Audit opinion

We have formally audited the Compensation Report of BRAIN Biotech AG for the fiscal year from 1 October 2022 to 30 September 2023 to determine whether the disclosures pursuant to Section 162 (1) and (2) AktG have been made in the Compensation Report. In accordance with Section 162 (3) AktG, we have not audited the content of the Compensation Report.

In our opinion, the accompanying Compensation Report complies, in all material respects, with the disclosures required pursuant to Section 162 (1) and (2) AktG. Our audit opinion does not cover the content of the Compensation Report.

Basis for the audit opinion

We conducted our audit of the Compensation Report in accordance with Section 162 (3) AktG and the Auditing Standard of the Institute of Public Auditors in Germany (IDW): The Audit of the Compensation Report in accordance with Section 162 (3) AktG (IDW PS 870 (08.2021)). Our responsibility under that provision and standard is further described in the Auditor's Responsibility section of our report. As an auditing practice, we have applied the requirements of the IDW Quality Assurance Standard: Requirements for Quality Assurance in Auditing Practice (IDW QS 1). We have complied with the professional duties pursuant to the German Auditors' Code (Wirtschaftsprüferordnung) and the Professional Statutes for Auditors / Certified Public Accountants (Berufssatzung für Wirtschaftsprüfer / vereidigte Buchprüfer), including the independence requirements.

Responsibility of the Management Board and the Supervisory Board

The Management Board and the Supervisory Board are responsible for the preparation of the Compensation Report, including the related disclosures, in compliance with the requirements of Section 162 AktG. They are also responsible for such internal controls as they determine necessary in order to enable the preparation of a Compensation Report, including the related disclosures, that is free from material misstatement, whether due to fraud or error.

Responsibility of the auditor

Our objective is to obtain reasonable assurance about whether the disclosures pursuant to Section 162 (1) and (2) AktG have been made in all material respects in the Compensation Report and to express an opinion upon this matter in an audit report.

We planned and performed our audit to obtain evidence about the formal completeness of the Compensation Report by comparing the disclosures made in the Compensation Report with the disclosures required by Section 162 (1) and (2) AktG. In accordance with Section 162 (3)

AktG, we have not audited the accuracy of the disclosures, the completeness of the individual disclosures or the fair presentation of the Compensation Report.

Limitation of liability

For the performance of the engagement and for our responsibility and liability, including in relation to third parties, the “General Engagement Terms for Public Auditors and Auditing Companies” (“Allgemeine Auftragsbedingungen für Wirtschaftsprüfer und Wirtschaftsprüfungsgesellschaften”) in the version issued by the Institute of Public Auditors in Germany (Institut der Wirtschaftsprüfer / IDW) on 1 January 2017 apply.

Munich, 14 December 2023

Baker Tilly GmbH & Co. KG
Wirtschaftsprüfungsgesellschaft
(Düsseldorf)

Signed

Weissinger
Certified Public Auditor

Signed

Stumpp
Certified Public Auditor

Note:

For technical reasons, linguistic discrepancies may arise between documents contained in this Compensation Report and those published due to legal requirements.

The General Engagement Terms for Public Auditors and Auditing Companies can be downloaded from the Company’s website at <https://www.brain-biotech.com/investors/compensation/compensation-report>.

C.**Notes relating to agenda items 5, 6 and 7 (establishment of a silent partnership in each case)****C.1 Further notes relating to agenda item 5 regarding the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH with contributed capital of € 2,000,000.00**

The agreement shall comprise the following main contents:

- a) Cash capital contribution from Hessen Kapital I GmbH as a typical silent partner
Hessen Kapital I GmbH shall make a cash capital contribution of € 2,000,000.00 to the company’s assets as a typical silent partner. The contributed capital may only be utilized to co-finance research expenses. The payment shall be made on demand by 30 September 2024 at the latest after submission of the notarized minutes of the approval resolution of the Annual General Meeting and after entry of the silent partnership in the commercial register.

Hessen Kapital I GmbH shall not hold an interest in the company's assets. With its capital contribution, it shall not partake in the company's operating losses. Hessen Kapital I GmbH shall not be obligated to render additional capital contributions. Hessen Kapital I GmbH shall not be authorized to manage or represent the company.

b) Participation fees

As remuneration for the silent partnership, Hessen Kapital I GmbH shall receive annual remuneration that is not linked to profits as well as an annual profit share.

The annual remuneration that is not linked to profits shall amount to 8% of the contributed capital.

The annual profit participation of Hessen Kapital I GmbH shall be calculated as follows:

- The basis for calculation shall be the company's contractually defined profit for the year. Accordingly, the profit for the year shall be the net profit for the year as recognized in the separate annual financial statements prepared in accordance with Section 275 (2) No. 17 of the German Commercial Code (HGB) before taking into consideration the share of profit attributable to Hessen Kapital I GmbH, plus taxes on income and earnings in accordance with Section 275 (2) No. 14 HGB. The following items shall be added to the net profit for the year calculated in this manner for the purpose of determining the profit for the year: depreciation and amortization in excess of Section 253 HGB; additions to pension provisions for shareholder Management Board members and other payments to shareholders, Management Board members and relatives (in the meaning of Section 15 (1) of the German Tax Code [AO]) of shareholders and of Management Board members for which the company has received no consideration at arm's length; interest on shareholder loans and all remuneration for silent participations, insofar as these are not held by Hessen Kapital I GmbH.
- Hessen Kapital I GmbH shall receive a share of the annual profit calculated in this manner that corresponds to the arithmetical share of the participation of Hessen Kapital I GmbH in the contractually defined equity. In accordance with the contractual provisions, equity shall be understood as equity as defined in Section 266 (3) (A) HGB, plus all silent participations of Hessen Kapital I GmbH, all silent participations of third parties and other forms of mezzanine financing.
- The annual profit participation shall amount to no more than 1.5% of the capital contribution and no more than 50% of the annual profit.

If no annual profit is reported in two consecutive sets of German Commercial Code (HGB) separate annual financial statements from the second fiscal year after the start of the silent partnership, Hessen Kapital I GmbH may increase the annual remuneration that is not linked to profits by 2 percentage points as a risk premium. The increase shall be implemented from the beginning of the fiscal year following the fiscal year to which the second set of annual financial statements relates. The increase shall apply up to and including the fiscal year in which the company reports a profit for the year.

c) Contractual reporting, information, inspection, and control rights

Hessen Kapital I GmbH shall be granted various reporting rights, information rights, inspection rights and control rights. In particular, the company shall be obligated to report on all events relevant to the investment relationship, to submit business analyses and to grant access to business documents and tax files.

In addition, Hessen Kapital I GmbH as well as the State of Hesse, the European Commission, the ERDF Managing Authority, the ERDF Certifying Authority, the ERDF Audit Authority, the Audit Office of the State of Hesse and the European Court of Auditors and their respective authorized representatives (tax consultants, auditors, lawyers) shall be entitled to audit the utilization of the ERDF funds made available by the State of Hesse via Hessen Kapital I GmbH as well as the budget funds of the State of Hesse at any time by inspecting the investee's relevant documents and records.

However, Hessen Kapital I GmbH shall not be entitled to the contractual reporting, information, inspection, and control rights if the company would be in breach of contractual or statutory confidentiality obligations in the fulfilment of such rights, or if the company is entitled to refuse to provide such information due to statutory regulations, in particular those of stock corporation and capital market law.

d) Contractual cancellation rights and corresponding reservations of consent

Hessen Kapital I GmbH shall be entitled to a right of cancellation in the event of legal transactions and legal acts that extend beyond the scope of normal business operations and that may result in a significant deterioration in the net assets and results of operations, in particular in the event of the discontinuation, relocation or sale of the business or significant parts of the business or in the event of an extraordinary restriction of the scope of business.

Hessen Kapital I GmbH may also declare termination if the following measures are implemented, unless Hessen Kapital I GmbH has previously granted its written consent to the measure:

- Conclusion and amendment of material contracts with members of the Management Board (in the meaning of Section 15 (1) of the German Tax Code [AO]);
- Sale or transfer of significant shareholdings in other companies.

In the aforementioned cases, provision shall be made for corresponding reservations of consent by Hessen Kapital I GmbH.

The Company shall be entitled to terminate this contract early subject to a notice period of twelve months, albeit for the first time at least five years after the date of the conclusion of the agreement. The complete early repayment of the capital contribution by the Company shall be equivalent to termination.

Hessen Kapital I GmbH shall have no ordinary right of termination. It may issue an early termination to the Company without notice only on good grounds.

e) Term of the silent partnership

The silent partnership and the agreement shall end on 30 September 2034.

f) Return of the capital contribution

The capital contribution shall be returned as follows:

- 30% of the amount on 30 September 2032
- 35% of the amount on 30 September 2033
- 35% of the amount on 30 September 2034

In the event of early termination by the Company or in the event of termination by Hessen Kapital I GmbH on good grounds for which the Company is responsible, the Company shall be obligated to pay a premium. The premium in relation to the capital contribution to be repaid shall amount to

- 20% in the event of termination or early (partial) repayment of the capital contribution in the first four years after the start of the silent partnership
- 16% in the event of termination or early (partial) repayment of the capital contribution in the fifth year after the start of the silent partnership
- 12% in the event of termination or early (partial) repayment of the capital contribution in the sixth year after the start of the silent partnership
- 8% in the event of termination or early (partial) repayment of the capital contribution in the seventh year after the start of the silent partnership.

g) Subordination

Insofar as is necessary to avert over-indebtedness of the Company before or after the opening of insolvency proceedings, Hessen Kapital I GmbH shall subordinate its claims for repayment of the capital contribution and for payment of the annual profit participation to the current and future claims of the investee's other creditors, so that the complete or partial repayment of these subordinated receivables can only be claimed after all senior creditors, and only at the same time pro rata inter se with other subordinated creditors, albeit in priority to the claims of the shareholders of the Company for repayment of the capital contribution with regard to the share capital, additional payments into the free capital reserve, a premium or comparable additional payments from and in connection with the takeover and/or acquisition of shares in the Company, from a future disposable profit, a liquidation surplus or other free assets of the Company.

h) Validity

The agreement concerning the establishment of the silent partnership shall become effective when its existence has been entered in the commercial register.

C.2 Further notes relating to agenda item 6 regarding the establishment of a typical silent partnership between BRAIN Biotech AG and Hessen Kapital I GmbH with contributed capital of € 1,500,000.00

The agreement shall comprise the following main contents:

- a) Cash capital contribution from Hessen Kapital I GmbH as a typical silent partner

Hessen Kapital I GmbH shall make a cash capital contribution of € 1,500,000.00 to the company's assets as a typical silent partner. The contributed capital may only be utilized to co-finance research expenses. The payment shall be made on demand by 30 September 2024 at the latest after submission of the notarized minutes of the approval resolution of the Annual General Meeting and after entry of the silent partnership in the commercial register.

Hessen Kapital I GmbH shall not hold an interest in the company's assets. With its capital contribution, it shall not partake in the company's operating losses. Hessen Kapital I GmbH shall not be obligated to render additional capital contributions. Hessen Kapital I GmbH shall not be authorized to manage or represent the company.

b) Participation fees

As remuneration for the silent partnership, Hessen Kapital I GmbH shall receive annual remuneration that is not linked to profits as well as an annual profit share.

The annual remuneration that is not linked to profits shall amount to 8% of the contributed capital.

The annual profit participation of Hessen Kapital I GmbH shall be calculated as follows:

- The basis for calculation shall be the company's contractually defined profit for the year. Accordingly, the profit for the year shall be the net profit for the year as recognized in the separate annual financial statements prepared in accordance with Section 275 (2) No. 17 of the German Commercial Code (HGB) before taking into consideration the share of profit attributable to Hessen Kapital I GmbH, plus taxes on income and earnings in accordance with Section 275 (2) No. 14 HGB. The following items shall be added to the net profit for the year calculated in this manner for the purpose of determining the profit for the year: depreciation and amortization in excess of Section 253 HGB; additions to pension provisions for shareholder Management Board members and other payments to shareholders, Management Board members and relatives (in the meaning of Section 15 (1) of the German Tax Code [AO]) of shareholders and of Management Board members for which the company has received no consideration at arm's length; interest on shareholder loans and all remuneration for silent participations, insofar as these are not held by Hessen Kapital I GmbH.
- Hessen Kapital I GmbH shall receive a share of the annual profit calculated in this manner that corresponds to the arithmetical share of the participation of Hessen Kapital I GmbH in the contractually defined equity. In accordance with the contractual provisions, equity shall be understood as equity as defined in Section 266 (3) (A) HGB, plus all silent participations of Hessen Kapital I GmbH, all silent participations of third parties and other forms of mezzanine financing.
- The annual profit participation shall amount to no more than 1.5% of the capital contribution and no more than 50% of the annual profit.

If no annual profit is reported in two consecutive sets of German Commercial Code (HGB) separate annual financial statements from the second fiscal year after the

start of the silent partnership, Hessen Kapital I GmbH may increase the annual remuneration that is not linked to profits by 2 percentage points as a risk premium. The increase shall be implemented from the beginning of the fiscal year following the fiscal year to which the second set of annual financial statements relates. The increase shall apply up to and including the fiscal year in which the company reports a profit for the year.

c) Contractual reporting, information, inspection, and control rights

Hessen Kapital I GmbH shall be granted various reporting rights, information rights, inspection rights and control rights. In particular, the company shall be obligated to report on all events relevant to the investment relationship, to submit business analyses and to grant access to business documents and tax files.

In addition, Hessen Kapital I GmbH as well as the State of Hesse, the European Commission, the ERDF Managing Authority, the ERDF Certifying Authority, the ERDF Audit Authority, the Audit Office of the State of Hesse and the European Court of Auditors and their respective authorized representatives (tax consultants, auditors, lawyers) shall be entitled to audit the utilization of the ERDF funds made available by the State of Hesse via Hessen Kapital I GmbH as well as the budget funds of the State of Hesse at any time by inspecting the investee's relevant documents and records.

However, Hessen Kapital I GmbH shall not be entitled to the contractual reporting, information, inspection, and control rights if the Company would be in breach of contractual or statutory confidentiality obligations in the fulfilment of such rights, or if the Company is entitled to refuse to provide such information due to statutory regulations, in particular those of stock corporation and capital market law.

d) Contractual cancellation rights and corresponding reservations of consent

Hessen Kapital I GmbH shall be entitled to a right of cancellation in the event of legal transactions and legal acts that extend beyond the scope of normal business operations and that may result in a significant deterioration in the net assets and results of operations, in particular in the event of the discontinuation, relocation or sale of the business or significant parts of the business or in the event of an extraordinary restriction of the scope of business.

Hessen Kapital I GmbH may also declare termination if the following measures are implemented, unless Hessen Kapital I GmbH has previously granted its written consent to the measure:

- Conclusion and amendment of material contracts with members of the Management Board (in the meaning of Section 15 (1) of the German Tax Code [AO]);
- Sale or transfer of significant shareholdings in other companies.

In the aforementioned cases, provision shall be made for corresponding reservations of consent by Hessen Kapital I GmbH.

The Company shall be entitled to terminate this contract early subject to a notice period of twelve months, albeit for the first time at least five years after the date of

the conclusion of the agreement. The complete early repayment of the capital contribution by the Company shall be equivalent to termination.

Hessen Kapital I GmbH shall have no ordinary right of termination. It may issue an early termination to the Company without notice only on good grounds.

e) Term of the silent partnership

The silent partnership and the agreement shall end on 30 September 2032.

f) Return of the capital contribution

The capital contribution shall be returned as follows:

- 30% of the amount on 30 September 2030
- 35% of the amount on 30 September 2031
- 35% of the amount on 30 September 2032

In the event of early termination by the Company or in the event of termination by Hessen Kapital I GmbH on good grounds for which the Company is responsible, the Company shall be obligated to pay a premium. The premium in relation to the capital contribution to be repaid shall amount to

- 20% in the event of termination or early (partial) repayment of the capital contribution in the first four years after the start of the silent partnership
- 16% in the event of termination or early (partial) repayment of the capital contribution in the fifth year after the start of the silent partnership
- 12% in the event of termination or early (partial) repayment of the capital contribution in the sixth year after the start of the silent partnership
- 8% in the event of termination or early (partial) repayment of the capital contribution in the seventh year after the start of the silent partnership.

g) Subordination

Insofar as is necessary to avert over-indebtedness of the Company before or after the opening of insolvency proceedings, Hessen Kapital I GmbH shall subordinate its claims for repayment of the capital contribution and for payment of the annual profit participation to the current and future claims of the investee's other creditors, so that the complete or partial repayment of these subordinated receivables can only be claimed after all senior creditors, and only at the same time pro rata inter se with other subordinated creditors, albeit in priority to the claims of the shareholders of the Company for repayment of the capital contribution with regard to the share capital, additional payments into the free capital reserve, a premium or comparable additional payments from and in connection with the takeover and/or acquisition of shares in the Company, from a future disposable profit, a liquidation surplus or other free assets of the Company.

h) Validity

The agreement concerning the establishment of the silent partnership shall become effective when its existence has been entered in the commercial register.

C.3 Further notes relating to agenda item 7 regarding the establishment of a typical silent partnership between BRAIN Biotech AG and MBG H Mittelständische Beteiligungsgesellschaft Hessen mbH with contributed capital of € 1,500,000.00

The agreement shall comprise the following main contents:

a) Cash capital contribution by MBG H as a typical silent partner

MBG H shall make a cash capital contribution of € 1,500,000.00 to the Company's assets as a typical silent partner. The contributed capital may only be utilized to co-finance research expenses. The payment shall be made on demand by 30 September 2024 at the latest after submission of the notarized minutes of the approval resolution of the Annual General Meeting and after entry of the silent partnership in the commercial register.

MBG H shall not hold an interest in the Company's assets. With its capital contribution, it shall not partake in the company's operating losses. MBG H shall not be obligated to render additional capital contributions. MBG H shall not be authorized to manage or represent the Company.

b) Participation fees

As remuneration for the silent partnership, MBG H shall receive annual remuneration that is not linked to profits, an annual profit share as well as a guarantee commission.

The annual remuneration that is not linked to profits shall amount to 6.5% of the contributed capital.

The annual profit participation of MBG H shall be calculated as follows:

- The basis for calculation shall be the company's contractually defined profit for the year. Accordingly, the profit for the year shall be the net profit for the year as recognized in the separate annual financial statements prepared pursuant to Section 275 (2) No. 17 of the German Commercial Code (HGB) before taking into consideration the share of profit attributable to MBG H, plus taxes on income and earnings pursuant to Section 275 (2) No. 14 HGB. The following items shall be added to the net profit for the year calculated in this manner for the purpose of determining the profit for the year: depreciation and amortization in excess of Section 253 HGB; additions to pension provisions for shareholder Management Board members and other payments to shareholders, Management Board members and relatives (in the meaning of Section 15 (1) of the German Tax Code [AO]) of shareholders and of Management Board members for which the Company has received no consideration at arm's length; interest on shareholder loans and all remuneration for silent participations, insofar as these are not held by MBG H.
- MBG H shall receive a share of the annual profit calculated in this manner that corresponds to the arithmetical share of the participation of MBG H in the contractually defined equity. Pursuant to the contractual provisions, equity shall be understood as equity as defined in Section 266 (3) (A) HGB, plus all silent

participations of MBG H, all silent participations of third parties and other forms of mezzanine financing.

- The annual profit participation shall amount to no more than 1.5% of the capital contribution and no more than 50% of the annual profit.

If no annual profit is reported in two consecutive sets of German Commercial Code (HGB) separate annual financial statements from the second fiscal year after the start of the silent partnership, MBG H may increase the annual remuneration that is not linked to profits by 2 percentage points as a risk premium. The increase shall be implemented from the beginning of the fiscal year following the fiscal year to which the second set of annual financial statements relate. The increase shall apply up to and including the fiscal year in which the company reports a profit for the year.

For the assumption of the guarantee, Bürgschaftsbank Hessen GmbH shall charge an ongoing guarantee commission of 1.5% p.a. of the respective capital contribution plus VAT. The guarantee commission shall be calculated annually on the basis of the respective status of the guarantee as at 31 December of the previous year. The guarantee commission shall fall due on 1 January of each year and shall be requested from the Company on this date.

c) Contractual reporting, information, inspection, and control rights

MBG H shall be granted various reporting rights, information rights, inspection rights and control rights. In particular, the company shall be obligated to report on all events relevant to the investment relationship, to submit business analyses and to grant access to business documents and tax files. Due to the default guarantee assumed by Bürgschaftsbank Hessen GmbH and counter-guaranteed by the Federal Republic of Germany and the State of Hesse, the guarantee bank, the Federal Republic of Germany, the State of Hesse, their authorized representatives and the courts of auditors shall also be granted the same audit and information rights as MBG H.

However, MBG H shall not be entitled to the contractual reporting, information, inspection, and control rights if the Company would be in breach of contractual or statutory confidentiality obligations in the fulfilment of such rights, or if the Company is entitled to refuse to provide such information due to statutory regulations, in particular those of stock corporation and capital market law.

d) Contractual cancellation rights and corresponding reservations of consent

MBG H shall be entitled to a right of cancellation in the event of legal transactions and legal acts that extend beyond the scope of normal business operations and that may result in a significant deterioration in the net assets and results of operations, in particular in the event of the discontinuation, relocation or sale of the business or significant parts of the business or in the event of an extraordinary restriction of the scope of business.

MBG H may also declare termination if the following measures are implemented, unless MBG H has previously granted its written consent to the measure:

- Conclusion and amendment of material contracts with members of the Management Board (in the meaning of Section 15 (1) of the German Tax Code [AO]);
- Sale or transfer of significant shareholdings in other companies.

In the aforementioned cases, provision shall be made for corresponding reservations of consent by MBG H.

The Company shall be entitled to terminate this contract early subject to a notice period of twelve months, albeit for the first time at least five years after the date of the conclusion of the agreement. The complete early repayment of the capital contribution by the Company shall be equivalent to termination.

MBG H shall have no ordinary right of termination. It may issue an early termination to the Company without notice only on good grounds.

e) Term of the silent partnership

The silent partnership and the agreement shall end on 30 September 2032.

f) Return of the capital contribution

The capital contribution shall be returned as follows:

- 30% of the amount on 30 September 2030
- 35% of the amount on 30 September 2031
- 35% of the amount on 30 September 2032

In the event of early termination by the Company or in the event of termination by MBG H on good grounds for which the Company is responsible, the Company shall be obligated to pay a premium. The premium in relation to the capital contribution to be repaid shall amount to

- 20% in the event of termination or early (partial) repayment of the capital contribution in the first four years after the start of the silent partnership
- 16% in the event of termination or early (partial) repayment of the capital contribution in the fifth year after the start of the silent partnership
- 12% in the event of termination or early (partial) repayment of the capital contribution in the sixth year after the start of the silent partnership
- 8% in the event of termination or early (partial) repayment of the capital contribution in the seventh year after the start of the silent partnership.

g) Subordination

Insofar as is necessary to avert over-indebtedness of the Company before or after the opening of insolvency proceedings, MBG H shall subordinate its claims for repayment of the capital contribution and for payment of the annual profit participation to the current and future claims of the investee's other creditors, so that the complete or partial repayment of these subordinated receivables can only be claimed after all senior creditors, and only at the same time pro rata inter se

with other subordinated creditors, albeit in priority to the claims of the shareholders of the Company for repayment of the capital contribution with regard to the share capital, additional payments into the free capital reserve, a premium or comparable additional payments from and in connection with the takeover and/or acquisition of shares in the Company, from a future disposable profit, a liquidation surplus or other free assets of the Company.

h) Validity

The agreement concerning the establishment of the silent partnership shall become effective when its existence has been entered in the commercial register.

D.

Further information about the convening of the AGM

1. Preconditions for AGM participation and the exercising of voting rights

Those shareholders are entitled to participate in the AGM and exercise their voting rights who are registered in the share register and have registered on time for the AGM. Pursuant to Section 18 (2) of the Company's bylaws, such registration must be formulated in textual form in either German or English, and be submitted to the Company at least six days before the AGM, whereby the date of the AGM and the date of receipt are not to be included in the calculation, in other words, **at the latest by**

Tuesday, 5 March 2024, 24:00 hours

at the following address:

BRAIN Biotech AG
c/o Better Orange IR & HV AG
Haidelweg 48
81241 Munich

Email: BRAIN@better-orange.de

or electronically using the password-protected Internet service on the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>

Shareholders wishing to utilize the option of registering through this Internet service require personal access data. These access data can be found in the documents posted to shareholders. Shareholders registering for electronic correspondence will receive access data by email. Shareholders who wish to register via the Internet require for this purpose their shareholder number and the corresponding access password. Those shareholders who have already registered their personally selected password in the Internet service must use their personally selected access password. All other

shareholders entered in the share register will receive their shareholder number and an access password with the convening letter to the AGM.

As far as the Company is concerned, pursuant to Section 67 (2) Sentence 1 AktG, only those parties shall be deemed to be shareholders who are registered as shareholders in the share register. The status of the share register on the AGM date is consequently the determining factor for the right to participate as well as for the number voting rights attributable to parties entitled to participate in the AGM. Please note that, pursuant to Section 18 (4) of the bylaws, no reregistrations can be made in the share register from the end of the last registration day (Tuesday, 5 March 2024; so-called Technical Record Date) until the end of the AGM (so-called reregistration stop). The status of the share register on the AGM date consequently corresponds to its status on Tuesday, 5 March 2024, 24:00 hours.

Shareholders can dispose of their shares despite the reregistration stop. However, purchasers of shares whose reregistration applications do not reach the Company until after 5 March 2024 can only exercise participation rights and voting rights deriving from such shares if the shareholder who is still entered in the share register and properly registered for the AGM authorizes them, or they themselves have authorized the exercise of rights. All purchasers of the Company's shares who are not yet entered in the share register are consequently requested to submit reregistration applications as quickly as possible.

2. Procedure for voting by authorized representative

Shareholders not wishing to participate in the AGM themselves can have their votes be exercised at the AGM by an authorized representative, such as a bank, shareholder association or another person of their choice. In this case, too, entry in the share register and timely registration for the AGM according to the provisions above are required.

The issuing of powers of attorney that are not issued to a bank, shareholder association, nor other intermediaries in the meaning of Section 135 AktG or other persons equivalent to those as set out in Section 135 AktG, their revocation, and the proof of authorization to the Company requires textual form as the form prescribed by law for listed companies. The statement issuing the power of attorney can be made to the authorized representative or to the Company. Proof of power of attorney issued to the authorized representative may be furnished to the Company by sending the proof to the Company. The revocation of a power of attorney already issued may also be declared directly to the Company by the aforementioned means of transmission. The regulations contained in Section 135 AktG are hereby unaffected.

The Company provides the following address for the statement of issuing a power of attorney to the Company, the revocation of a power of attorney already issued, and the conveying of the proof of the power of attorney by post or email, with receipt at the latest by Monday, 11 March 2024, 18:00 hours:

BRAIN Biotech AG
c/o Better Orange IR & HV AG
Haidelweg 48

81241 Munich
Email: BRAIN@better-orange.de

Similarly, the password-protected Internet service on the Company's website at <https://www.brain-biotech.com/investors/annual-general-meetings> is available for this purpose. If the power of attorney is issued by a statement to the Company, separate proof of issuing the power of attorney is dispensed with.

The use of the password-protected Internet service by the authorized representative requires that the authorized representative receives the corresponding access data. Once the party issuing power of attorney has been determined, the Company will send the authorized representatives their own access data either by post or by email. For the purpose of transmission, if a power of attorney is issued by declaration to the Company using the form provided by the Company, a postal address of the authorized representative may be provided and, if the password-protected Internet service for issuing a power of attorney is used, either a postal address of the authorized representative or an email address of the authorized representative may be provided. If no postal address or email address of the authorized representative is provided by the party issuing the power of attorney, the authorized representative's access data will be sent by post to the address of the party issuing the power of attorney. If you provide a postal address, please take into consideration the usual processing and mailing times for the forwarding of access data.

A form that can be utilized to issue a power of attorney will be sent to shareholders receiving the invitation letter by post together with the invitation letter. In addition, the form is reproduced on the AGM ticket and can also be downloaded from the Company's website at <https://www.brain-biotech.com/investors/annual-general-meetings>. If a shareholder authorizes more than one authorized representative, the Company is entitled to reject one or several such authorized representatives.

Special rules may apply to the issuing of a power of attorney to banks, shareholders' associations, other intermediaries in the meaning of Section 135 AktG and other persons and institutions deemed equivalent in Section 135 AktG, as well as to the revocation and proof of such power of attorney. In such a case, shareholders are requested to consult with the person or institution to be authorized in good time about the form and procedure for issuing powers of attorney. Banks, shareholders' associations as well as other intermediaries in the meaning of Section 135 AktG and other persons deemed equivalent in Section 135 AktG are not entitled to cast votes for shares that they do not own, but are recorded under their names in the Company's share register, unless they have the shareholder's authority.

3. Procedure for voting by Company proxy

The Company offers its shareholders the opportunity to authorize the Company proxy to exercise their votes already before the AGM. Shareholders who wish to authorize the Company proxy must be entered in the share register, and register on time for the AGM. If authorized, Company proxies exercise voting rights exclusively on the basis of instructions issued to them. Without instructions from the shareholder, Company proxies are not authorized to exercise voting rights. A form for issuing authorizations and

instructions to the Company proxy will be posted together with the invitation letter to shareholders that also receive invitation letters by post. In addition, the form is reproduced on the AGM ticket and can also be downloaded from the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>

or can be filled out and submitted electronically through the password-protected Internet service. Powers of attorney and instructions for the Company proxy must be submitted to the Company in textual form if the submission is not made through the password-protected Internet service.

Shareholders wishing to authorize the Company proxy before the AGM are requested to submit powers of attorney along with instructions, irrespective of timely registration according to the aforementioned provisions, at the latest by **Monday, 11 March 2024, 18:00 hours (receipt)** by post or email to the following address

BRAIN Biotech AG
c/o Better Orange IR & HV AG
Haidelweg 48
81241 Munich
Email: BRAIN@better-orange.de

or electronically using the password-protected Internet service until the start of voting during the AGM on the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>.

The same applies to the amendment and revocation of granted powers of attorney and instructions to be given by these means.

The authorization of the Company proxies shall not exclude personal attendance at the AGM. If a shareholder wishes to attend in person or through another authorized representative and exercise his or her shareholder rights despite having already authorized the Company proxies, personal attendance or attendance through an authorized representative shall be deemed to comprise a revocation of the authorization granted to the Company proxies. The forms provided for the authorization provide for corresponding declarations. In addition, we offer shareholders who are entered in the share register in accordance with the above provisions and who have registered in good time for, and attend, the AGM the opportunity to authorize the Company proxies to exercise their voting rights at the AGM until the start of voting.

More details about AGM participation and proxy voting will be sent to shareholders together with the invitation. Corresponding information is also available on the Company's website at:

<https://www.brain-biotech.com/investors/annual-general-meetings>.

4. Postal voting procedure

Pursuant to Section 19 (3) of the Company's bylaws, shareholders have the option of casting their votes by postal vote in the manner described below without attending the AGM. In this case, too, entry in the share register and timely registration for the AGM by the shareholder are required. Postal votes that cannot be allocated to a proper registration shall be invalid.

Votes cast by postal vote must be submitted in writing or by means of electronic communication and must be received by the Company by **Monday, 11 March 2024, 18:00 hours (receipt)** at the latest, notwithstanding timely registration in accordance with the above provisions. Shareholders who wish to cast their vote by postal vote are requested to use either the form sent to them by post with the invitation, the form on the admission ticket or the form available on the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>

and send the completed form by post to the following address

BRAIN Biotech AG
c/o Better Orange IR & HV AG
Haidelweg 48
81241 Munich

or issue their postal vote electronically using the password-protected shareholder portal on the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>.

In all cases, the aforementioned deadline for receipt shall apply. Postal votes already cast can be amended or cancelled in the same manner up to the aforementioned date. Further details about postal voting can be found in the form sent by post with the invitation. Information is also available on the Company's website at: <https://www.brain-biotech.com/investors/annual-general-meetings>.

Postal voting does not exclude participation in the AGM. If a shareholder wishes to participate in the AGM in person or by authorized representative and exercise his/her shareholder rights despite having already cast his/her vote by postal vote, personal participation or participation by authorized representative shall be deemed to comprise a revocation of the vote cast by postal vote. The forms to be used for postal voting provide for corresponding declarations. Authorized credit institutions, shareholders' associations, other intermediaries covered by Section 135 AktG, and persons and institutions treated as such pursuant to Section 135 AktG may also use postal voting.

5. Shareholders' rights

Motions to supplement the agenda pursuant to Section 122 (2) AktG

Pursuant to Section 122 (2) AktG, shareholders whose shares together reach the twentieth part of the share capital or the proportional amount of € 500,000.00 can request that items be placed on the agenda and be announced. The applicants must prove that they have held their shares for at least 90 days prior to the date on which the supplementary motion is received by the Company, and that they will hold the shares until the Management Board has reached a decision concerning the motion; the date on which the Company receives the supplementary motion shall not be included in the calculation of the aforementioned 90-day period. A reason or proposed resolution must be included with each new item. The request is to be directed in writing to the Management Board and must be submitted to the Company at least 30 days before the AGM, whereby the AGM date and receipt date shall not be included in the calculation, **in other words, at the latest by**

Saturday, 10 February 2024, 24:00 hours

at the following address:

BRAIN Biotech AG
The Management Board
Darmstädter Strasse 34-36
64673 Zwingenberg

Counter motions and nominations by shareholders pursuant to Sections 126 (1), 127 AktG

Shareholders can submit to the Company counter motions against a proposal by the Management Board and/or Supervisory Board on a particular agenda item as well as proposals relating to the election of Supervisory Board members and auditors. Pursuant to Section 126 (1) AktG, the Company will make counter motions including the name of the shareholder, the related explanation and any opinion of the management accessible on the Company's website at <https://www.brain-biotech.com/investors/annual-general-meetings>, if counter motions are submitted to it with a justification of these 14 days before the AGM, whereby the AGM date and the date of receipt shall not be included in the calculation, **in other words, at the latest by**

Monday, 26 February 2024, 24:00 hours

at the following address:

BRAIN Biotech AG
c/o Better Orange IR & HV AG
Haidelweg 48
81241 Munich
Email: BRAIN@better-orange.de

Motions submitted to other addresses shall not be taken into consideration. For shareholder nominations relating to the election of the auditors, the aforementioned

regulations pursuant to Section 127 AktG apply correspondingly. Shareholders' nominations do not require explanations, however. The Company can refrain from publishing a countermotion under the preconditions specified in Section 126 (2) AktG because, for example, the countermotion would lead to an AGM resolution in breach of the law or the Company's bylaws. The explanation for a countermotion (or for a nomination if it includes an explanation) does not need to be published by the Company if it comprises a total of more than 5,000 characters. Except in the instances specified in Section 126 (2) AktG, publication of shareholders' nominations can also be waived if the nomination does not include the name, profession exercised, and place of residence of the proposed candidate, and the information listed in Section 125 (1) Sentence 5 AktG.

It is expressly pointed out that countermotions and nominations, including if they have been submitted to the Company in advance in due time, will only be taken into consideration at the AGM if they are made or submitted verbally. The right of each shareholder to submit countermotions to the various items on the agenda or nominations during the AGM, including without prior submission to the Company, shall remain unaffected.

Right to information pursuant to Section 131 (1) AktG

Pursuant to Section 131 (1) AktG, in response to a request at the AGM, the Management Board must provide all shareholders with information about Company matters, if such information is required to objectively assess an agenda item. This obligation to provide information shall also extend to the Company's legal and business relationships to an associated company, as well as to the situation of the Group and the companies included in the consolidated financial statements, as the consolidated financial statements and Group management report are also submitted to the AGM in relation to agenda item 1. For the reasons specified in Section 131 (3) AktG, the Management Board can refrain from answering specific questions, because, for instance, reasonable commercial prudence would suggest that issuing such information might cause considerable disbenefit to the Company or an associated company. Pursuant to Section 20 (2) of the bylaws, the AGM chair can place a suitable time restriction on shareholders' rights to pose questions and to speak, and appropriately determine the AGM timeframe, speeches on individual agenda items as well as individual question-based and verbal contributions.

Notes and information on the corporate website

Pursuant to Section 124a AktG, information about the AGM is available for shareholders on the Company's website at

<https://www.brain-biotech.com/investors/annual-general-meetings>.

6. Total number of shares and voting rights on the AGM convening date

The Company's share capital amounts to € 21,847,495.00 on the convening date and is divided into 21,847,495 shares which are equally voting-entitled and grant one vote each. The Company holds no treasury shares on the AGM convening date. The total number of

shares and voting rights on the AGM convening date consequently amounts to 21,847,495.

7. Information about data protection for shareholders pursuant to the EU GDPR

Who is responsible for data processing?

BRAIN Biotech AG (the “Company”)

Darmstädter Strasse 34–36, 64673 Zwingenberg, Germany

You can reach the Company’s data protection officer at

privacy@brain-biotech.com or our postal address, marked for the attention of the “Data Protection Officer”

The company HV AG, Ursensollen, has been commissioned to maintain the Company’s share register.

For what purposes and on what legal basis will your data be processed? From where does the Company obtain your data?

The Company processes your personal data in compliance with the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), the German Stock Corporation Act (AktG) and all other relevant legal provisions.

The Company’s shares are no-par-value registered shares. In the case of such registered shares, Section 67 of the German Stock Corporation Act (AktG) stipulates that these shares be entered in the Company’s share register, stating the name, date of birth and address of the shareholder as well as the number of shares. The shareholder is obligated, as a matter of principle, to provide the Company with this information. The banks involved in the purchase, custody, or sale of your BRAIN Biotech AG shares regularly forward to the share register this and other information relevant to maintaining the share register (e.g. nationality, gender and submitting bank). This occurs through Clearstream Banking Frankfurt, which acts as the central depository for the technical settlement of securities transactions and the custody of shares for banks.

The Company utilizes your personal data for the purposes specified in the German Stock Corporation Act (AktG). These include, in particular, the maintenance of the share register and processing of shareholders’ general meetings. In addition, your data can be utilized to generate statistics, such as for the analysis of trends. The German Stock Corporation Act (AktG) in combination with Article 6 (1c) and (4) of the EU General Data Protection Regulation (GDPR) forms the legal basis for processing your personal data.

In addition, your personal data might also be processed to fulfill other legal obligations, such as regulatory requirements and obligations under stock corporation law, commercial law and legislation relating to the maintenance of records for tax purposes. For example, when authorizing a Company proxy for the AGM, it is mandatory that the data utilized to prove the authorization be verifiably recorded and stored for three years with access protection (Section 134 (3) Sentence 5 AktG). The respective statutory provisions in combination with Article 6 (1c) EU General Data Protection Regulation (GDPR) form the legal basis for processing in this case.

In individual cases, the Company will also process your data to safeguard legitimate interests in accordance with Article 6 (1f) GDPR. This is the case if, for example, in the case of capital increases, individual shareholders must be excluded from information on

subscription offers due to their nationality or place of residence in order to comply with securities regulations in the countries concerned.

Should the intention exist to process your personal data for another purpose, you will be informed in advance within the scope of the statutory provisions.

To which categories of recipients might your data be transmitted?

External service providers: The Company utilizes external service providers to maintain the share register and for the technical processing of the AGM.

Further recipients: In addition, it may be necessary to transfer your personal data to further recipients, insofar as this is necessary to comply with legal obligations. If you participate in the AGM, other shareholders may view the personal data recorded in the list of attendees required under stock corporation law pursuant to Section 129 AktG.

For how long is your data stored?

For the data collected in connection with AGMs, the retention period is regularly up to three years. The data stored in the share register are regularly archived for a period of ten years following the sale of the shares. Moreover, the Company stores personal data only if this is necessary in connection with claims asserted against the Company (statutory limitation period of up to 30 years). In principle, your personal data will be deleted or rendered anonymous as soon as they are no longer required for the aforementioned purposes, and legislation relating to the maintenance of evidence and archiving does not require us to continue to store them.

What are your rights?

You can request information about all data archived about your person at the aforementioned address for the Data Protection Officer. Furthermore, under certain circumstances you may request the deletion of your data or a restriction of their processing.

Right to object:

If your data are processed to protect legitimate interests, you can object to such processing at any time at the aforementioned address of the Data Protection Officer, provided that your particular situation gives rise to reasons that conflict with such data processing. Data processing will then be terminated unless the Company can provide evidence of compelling protection-based grounds for processing which outweigh the interests, rights and freedoms of the person concerned, or if the processing serves the assertion, exercise, or defense of legal claims.

You also have the option of contacting the aforementioned Data Protection Officer or a data protection regulator with comments or complaints. The data protection regulator responsible for the Company is:

The Hessian Commissioner for Data Protection and Freedom of Information
Postfach 3163
65021 Wiesbaden, Germany
<https://datenschutz.hessen.de/über-uns/kontakt>

This information is also available at:

<https://www.brain-biotech.com/investors/annual-general-meetings>.

Zwingenberg, January 2024

BRAIN Biotech AG

The Management Board