

LANGUAGE DISCLAIMER

This version of the convening notice for the Company's General Meeting is a translation of the German-language original and has been prepared for the convenience of English-speaking readers. The sole authoritative version of the convening notice, including the agenda, proposals for resolutions, supplementary information on the proposals, as well as information and notes relating to the General Meeting, has been published in the Federal Gazette (*Bundesanzeiger*) at www.bundesanzeiger.de.

ZEAL Network SE

Hamburg, Germany

– ISIN DE000ZEAL241 –

Event: b21c8029a375ef11b53900505696f23c

We invite the shareholders of our Company to the

Extraordinary General Meeting

which will be held on Friday, November 15, 2024 at 10:00 hours Central European Time – CET (corresponding to 09:00 hours Coordinated Universal Time – UTC) (admission as of 9:30 hours CET) at the offices of the Company at Strafenbahnring 11, 20251 Hamburg.

AGENDA

with proposals for resolutions

1. Resolution on the approval of a domination agreement between ZEAL Network SE and Lotto24 AG

ZEAL Network SE intends to enter into a domination agreement with Lotto24 AG, in which ZEAL Network SE holds a 100% stake.

The domination agreement shall have the following wording:

Domination agreement

between

ZEAL Network SE

*with registered office in Hamburg, entered in the commercial register
of the Local Court of Hamburg under HRB 159581*

and

Lotto24 AG

*with registered office in Hamburg, registered in the commercial register
of the Local Court of Hamburg under HRB 123037*

§ 1 Management

- (1) *Lotto24 AG places the management of its company under the control of ZEAL Network SE. Accordingly, ZEAL Network SE is authorized to issue general or individual instructions to the Management Board of Lotto24 AG regarding the management of the company. In accordance with sec. 308 AktG, the Management Board of Lotto24 AG is obliged to follow the instructions of ZEAL Network SE. The*

Management Board of Lotto24 AG remains responsible for the management and representation of Lotto24 AG.

- (2) *ZEAL Network SE may not issue instructions to the Management Board of Lotto24 AG to amend, maintain or terminate this agreement.*
- (3) *Instructions must be issued in text form (sec. 126b BGB).*

§ 2 Right to information

- (1) *ZEAL Network SE is entitled to inspect all business documents of Lotto24 AG at any time.*
- (2) *The Management Board of Lotto24 AG is obliged to provide ZEAL Network SE with all requested information on all legal, business or organizational matters of Lotto24 AG at any time.*
- (3) *Notwithstanding the rights agreed above, Lotto24 AG is obliged to report to ZEAL Network SE on an ongoing basis on business developments, in particular on significant business transactions.*

§ 3 Assumption of losses

- (1) *ZEAL Network SE is obliged to assume the losses of Lotto24 AG in accordance with sec. 302 AktG, as amended.*
- (2) *The obligation to assume losses applies for the first time for the fiscal year of Lotto24 AG in which this agreement becomes effective in accordance with § 4 (2). The claim to loss absorption arises at the end of the relevant fiscal year of Lotto24 AG and becomes due at this time.*

§ 4 Effective date, duration and termination

- (1) *This agreement requires the approval of the general meeting of Lotto24 AG and the general meeting of ZEAL Network SE to take effect.*
- (2) *This agreement shall take effect upon entry in the commercial register at the registered office of Lotto24 AG. With regard to the obligation to assume losses in accordance with § 3 of this agreement, it shall apply retroactively from the beginning of the fiscal year of Lotto24 AG in which the agreement becomes effective through entry in the commercial register at the registered office of Lotto24 AG.*
- (3) *The agreement is concluded for an indefinite period and may be terminated by either party with three (3) months' notice to the end of a fiscal year of Lotto24 AG. The date of receipt of the notice of termination by the other party is decisive for compliance with the notice period.*
- (4) *The right of termination for good cause without observing a notice period remains unaffected. Good cause shall include in particular (i) the sale or transfer of the majority of shares or voting rights in Lotto24 AG, as well as (ii) the merger, demerger or liquidation of ZEAL Network SE or Lotto24 AG.*
- (5) *Notice of termination must be given in writing.*

§ 5 Final provisions

- (1) *Should one or more provisions of this agreement be or become invalid or unenforceable or should there be a gap in this agreement, this shall not affect the validity of the remaining provisions of this agreement. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision shall apply which, within the scope of what is legally permissible, comes closest to what the contracting parties intended or would have intended according to the meaning and purpose of this agreement had they considered this point. Insofar as this agreement provides for the application of*

statutory provisions, the relevant statutory provisions as amended from time to time shall apply. In addition, when interpreting this agreement, the VAT requirements for the recognition of a fiscal unity, in particular those of sec. 2 para. 2 no. 2 of the German Value Added Tax Act as amended, shall be observed in the sense that an effective fiscal unity is desired by the contracting parties.

- (2) *Amendments and supplements to this agreement must be made in writing to be effective. This also applies in particular to this written form clause. Otherwise, sec. 295 AktG shall apply.*
- (3) *The exclusive place of jurisdiction is, as far as legally permissible, Hamburg.*

The domination agreement is to be concluded immediately following approval by the general meeting of ZEAL Network SE and then be submitted to the general meeting of Lotto24 AG to adopt a resolution on the grant of approval. As ZEAL Network SE is the sole shareholder of Lotto24 AG and there are therefore no minority shareholders, the domination agreement is not required to stipulate either a compensation payment (sec. 304 AktG) or a settlement (sec. 305 AktG) for minority shareholders. For the same reason, no review of the domination agreement by a contract auditor pursuant to sec. 293b AktG is required.

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

The conclusion of the domination agreement between ZEAL Network SE and Lotto24 AG is approved.

2. Resolution on the approval of a profit and loss transfer agreement between ZEAL Network SE and Lotto24 AG

ZEAL Network SE intends to enter into a profit and loss transfer agreement with Lotto24 AG, in which ZEAL Network SE holds a 100% stake.

The profit and loss transfer agreement shall have the following wording:

Profit and loss transfer agreement

between

ZEAL Network SE

*with registered office in Hamburg, entered in the commercial register
of the Local Court of Hamburg under HRB 159581*

and

Lotto24 AG

*with registered office in Hamburg, registered in the commercial register
of the Local Court of Hamburg under HRB 123037*

§ 1 Profit transfer

- (1) *Lotto24 AG undertakes to transfer its entire profit to ZEAL Network SE. Subject to the formation or release of reserves in accordance with para. 2, the maximum amount of the profit transfer resulting from sec. 301 AktG, as amended, shall be transferred. If, in the event of future amendments to sec. 301 AktG, the wording of the agreement conflicts with the statutory provision, the latter shall take precedence.*
- (2) *Lotto24 AG may, with the consent of ZEAL Network SE, transfer amounts from the annual net profit to the retained earnings (sec. 272 para. 3 HGB), insofar as this is permitted under commercial law and, with the exception of the statutory reserves, is economically justified in a reasonable commercial assessment. Other retained earnings formed during the term of this agreement in accordance with*

sec. 272 para. 3 HGB are to be released at the request of ZEAL Network SE, insofar as legally permissible, and transferred as profit in accordance with the requirements of sec. 301 AktG, as amended. The transfer of amounts from the release of capital reserves formed before or during the term of this agreement within the meaning of sec. 272 para. 2 HGB or from the release of pre-contractual profit carryforwards or pre-contractual retained earnings within the meaning of sec. 272 para. 3 HGB is excluded.

- (3) The obligation to transfer profits shall apply for the first time to the entire profit of the fiscal year of Lotto24 AG in which this agreement becomes effective in accordance with § 4 (2). The claim to profit transfer arises at the end of the relevant fiscal year of Lotto24 AG and becomes due at this time.

§ 2 Assumption of losses

- (1) ZEAL Network SE is obliged to assume the losses of Lotto24 AG in accordance with sec. 302 AktG, as amended.
- (2) The obligation to assume losses applies for the first time for the fiscal year of Lotto24 AG in which this agreement becomes effective in accordance with § 4 (2).

§ 3 Payments on account

- (1) ZEAL Network SE may demand advance payments on the profit expected to be transferred, insofar as an advance distribution of the expected annual profit to the shareholders of Lotto24 AG would be permissible without the existence of this agreement, provided there are no mandatory requirements to the contrary and the liquidity of Lotto24 AG permits such advance payments.
- (2) Lotto24 AG may demand advance payments on the anticipated net loss for the year to be offset, insofar as this is legally permissible and Lotto24 AG requires such advance payments in consideration of its liquidity based on a reasonable commercial assessment.
- (3) Payments on account pursuant to § 3 (1) and § 3 (2) are non-interest-bearing. Accordingly, payments on account made in the course of the year shall be credited against the profit to be transferred at the end of the financial year or the net loss for the year to be offset without additional interest. Any overpayments by Lotto24 AG shall be treated as interest-bearing loans granted by Lotto24 AG to ZEAL Network SE. Any overpayments by ZEAL Network SE shall be treated as interest-bearing loans granted by ZEAL Network SE to Lotto24 AG. All other provisions of this agreement shall remain unaffected.

§ 4 Effective date, duration and termination

- (1) This agreement requires the approval of the general meeting of Lotto24 AG and the general meeting of ZEAL Network SE to take effect.
- (2) This agreement shall take effect upon entry in the commercial register at the registered office of Lotto24 AG and shall then apply retroactively from the beginning of the fiscal year of Lotto24 AG in progress at the time of entry of this agreement in the commercial register.
- (3) The agreement is concluded for an indefinite period and may be terminated by either party with three (3) months' notice to the end of a fiscal year of Lotto24 AG, subject to sentence 3 below. The date of receipt of the notice of termination by the other party is decisive for compliance with the notice period. The agreement may be terminated for the first time with effect from the end of the fiscal year of Lotto24 AG that ends at least five (5) years after the beginning of the fiscal year of Lotto24 AG for which the agreement first takes effect in accordance with para. 2 above, but at the earliest at the end of the fiscal year of Lotto24 AG after the end of which the minimum tax term of a

*profit and loss transfer agreement required pursuant to sec. 14 para. 1 sentence 1 no. 3 KStG, sec. 2 para. 2 sentence 2 GewStG, as amended, for the recognition of a consolidated tax group for corporate income tax and trade tax purposes has been fulfilled (according to the current legal situation, five (5) years (60 months) calculated from the beginning (00:00 hours) of the fiscal year of Lotto24 AG in which this agreement has taken effect by entry in the commercial register of Lotto24 AG („**Minimum Term**“)). If the fiscal year of Lotto24 AG is changed before the expiry of the Minimum Term, the Minimum Term shall be extended by the duration of the respective short fiscal year resulting from a change in the fiscal year, without the need for a separate declaration.*

- (4) *The right of termination for good cause without observing a notice period remains unaffected. Good cause shall include in particular (i) the sale or transfer of the majority of shares or voting rights in Lotto24 AG, (ii) the merger, demerger or liquidation of ZEAL Network SE or Lotto24 AG and (iii) any other good cause within the meaning of R 14.5 para. 6 KStR 2022 or any other corresponding general administrative regulation applicable at the time of termination of this agreement.*
- (5) *Notice of termination must be given in writing.*
- (6) *If the effectiveness of this agreement or its proper execution is not or not fully recognized for tax purposes, the parties agree that the minimum term shall not begin until the first day of the fiscal year of Lotto24 AG for which the conditions for tax recognition of its effectiveness or its proper execution are met for the first time or for the first time again.*

§ 5 Final provisions

- (1) *Should one or more provisions of this agreement be or become invalid or unenforceable or should there be a gap in this agreement, this shall not affect the validity of the remaining provisions of this agreement. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision shall apply which, within the scope of what is legally permissible, comes closest to what the contracting parties intended or would have intended according to the meaning and purpose of this agreement had they considered this point. Insofar as this agreement provides for the application of statutory provisions, the relevant statutory provisions as amended from time to time shall apply. In addition, the income tax requirements for the recognition of a consolidated tax group, in particular those of sec. 14-19 of the German Corporation Tax Act (Körperschaftsteuergesetz), as amended, shall be observed when interpreting this agreement.*
- (2) *Amendments and supplements to this agreement must be made in writing to be effective. This also applies in particular to this written form clause. Otherwise, sec. 295 AktG shall apply.*
- (3) *The exclusive place of jurisdiction is, as far as legally permissible, Hamburg.*

The profit and loss transfer agreement is to be concluded immediately following approval by the general meeting of ZEAL Network SE and then be submitted to the general meeting of Lotto24 AG to adopt a resolution on the grant of approval. As ZEAL Network SE is the sole shareholder of Lotto24 AG and there are therefore no minority shareholders, the profit and loss transfer agreement is not required to stipulate either a compensation payment (sec. 304 AktG) or a settlement (sec. 305 AktG) for minority shareholders. For the same reason, no review of the profit and loss transfer agreement by a contract auditor pursuant to sec. 293b AktG is required.

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

The conclusion of the profit and loss transfer agreement between ZEAL Network SE and Lotto24 AG is approved.

DOCUMENTS TO BE MADE AVAILABLE

The below documents are available on the Company's website at

www.zealnetwork.de/agm

- the draft domination agreement between ZEAL Network SE and Lotto24 AG;
- the draft profit and loss transfer agreement between ZEAL Network SE and Lotto24 AG;
- the joint report of the Management Boards of ZEAL Network SE and Lotto24 AG on the domination agreement pursuant to Section 293a AktG;
- the joint report of the Management Boards of ZEAL Network SE and Lotto24 AG on the profit and loss transfer agreement pursuant to Section 293a AktG;
- the annual financial statements and management reports of ZEAL Network SE for the last three fiscal years 2021, 2022 and 2023;
- the annual financial statements and management reports of Lotto24 AG for the last three fiscal years 2021, 2022 and 2023.

FURTHER INFORMATION AND NOTES RELATING TO THE MEETING

Total number of shares and voting rights at the time of convening the meeting

The share capital of the Company amounts to €22,396,070 and is divided into 22,396,070 no-par value shares. Each share grants one vote. The total number of shares and voting rights at the time the general meeting is convened is therefore 22,396,070, of which 733,851 are treasury shares at the time the general meeting is convened, from which the Company has no rights.

Prerequisites for participation in the meeting and the exercise of voting rights; suspension of registration of share transfers

Shareholders who are entered in the Company's share register for the shares registered on the day of the meeting and who have registered with the Company by the end of **November 11, 2024** (24:00 CET) by one of the following means of transmission by letter or e-mail are entitled to follow the meeting and exercise their voting rights:

ZEAL Network SE
c/o Computershare Operations Center
80249 Munich

E-mail: anmeldestelle@computershare.de

Until the expiry of the aforementioned deadline, the registration may also be submitted to the Company electronically via the password-protected shareholder portal on the Company's website at

www.zealnetwork.de/agm

In accordance with statutory requirements, shareholders who are entered in the share register after the beginning of October 25, 2024 will not receive an invitation and therefore no access data for electronic registration unless they request it. Such shareholders may request the invitation with the necessary access data by one of the means of transmission specified above for the purposes of registering for the meeting.

Shares are not blocked by registration for the meeting. Shareholders may dispose of their shares even after registration. The shareholding entered in the share register on the day of the meeting is decisive for voting rights. This will correspond to the shareholding at the end of the last day of the registration period (November 11, 2024, 24:00 hours (CET); so-called Technical Record Date), as no changes will be made to the share register in the period from November 12, 2024, 00:00 hours (CET) to the end of November 15, 2024 (24:00 hours CET).

Intermediaries (e.g. a credit institution), shareholders' associations, proxy advisors and persons and institutions equivalent to these pursuant to sec. 135 para. 8 AktG may exercise voting rights for shares which do not belong to them but of which they are registered as holders in the share register only pursuant to an authorization by the shareholder.

Proxy voting

Shareholders who are entered in the share register on the day of the meeting may also exercise their voting rights by proxy, for example through an intermediary (e.g. a credit institution), a shareholders' association, a proxy advisor or the Company-nominated proxy. In this case, too, timely registration is required.

Unless an intermediary (e.g. a credit institution), a shareholders' association, a proxy advisor or another person or institution equivalent to these pursuant to sec. 135 para. 8 AktG is authorized, the granting of the power of attorney, its revocation and proof of authorization vis-à-vis the Company require text form (sec. 126b BGB). For this purpose, shareholders may use the proxy form sent to them together with the registration form.

If an intermediary (e.g. a credit institution), a shareholders' association, a proxy advisor or another person or institution equivalent to these pursuant to sec. 135 para. 8 AktG is authorized, sec. 135 AktG must be observed. Accordingly, the aforementioned persons or institutions are in particular obliged to record the power of attorney in a verifiable manner; it must also be complete and may only contain declarations associated with the exercise of voting rights. In addition, additional particularities may have to be observed in these cases, which should be enquired about with the person to be authorized in each case.

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

The declaration of the granting of power of attorney or proof of a power of attorney granted to the proxy can be submitted to the Company electronically via the password-protected shareholder portal on the Company's website at

www.zealnetwork.de/agm

or by one of the following means of transmission by letter or e-mail:

ZEAL Network SE
c/o Computershare Operations Center
80249 Munich

E-mail: zealnetwork-aohv2024@computershare.de

If the power of attorney is granted by declaration to the Company, separate proof of power of attorney is not required. The revocation of a power of attorney may also be declared directly to the Company by the aforementioned means of transmission, including the shareholder portal.

Shareholders or their proxies may submit proof as well as revocation of a power of attorney by **November 14, 2024** (18:00 hours CET).

Proof of a power of attorney granted to a proxy can also be provided to the Company by the proxy presenting the power of attorney at the entrance control on the day of the general meeting.

Proxy voting by the Company-nominated proxy

The Company also offers its shareholders and their proxies the option of authorizing the Company-nominated proxy prior to the meeting. In this case, too, timely registration is required. The Company-nominated proxy will exercise the voting rights of the shareholders in accordance with the issued instructions and is authorized to exercise voting rights only insofar as express instructions have been issued on the individual agenda items. Proxies and instructions must be submitted in text form. The relevant forms will be sent to shareholders with the registration documents or to their proxies with the confirmation of registration. Proxies for the Company-nominated proxy, including the mandatory instructions, must be received by the Company by **November 14, 2024** (18:00 hours CET) electronically via the password-protected shareholder portal on the Company's website at

www.zealnetwork.de/agm

or by one of the following means of transmission by letter or e-mail:

ZEAL Network SE
c/o Computershare Operations Center
80249 Munich

E-mail: zealnetwork-aohv2024@computershare.de

The authorization of the Company-nominated proxy does not preclude personal participation in the meeting. If a shareholder wishes to participate and exercise their shareholder rights in person or through another proxy despite having already authorized the Company-nominated proxy, the personal participation or participation through a proxy shall be deemed to be a revocation of the power of attorney to the Company-nominated proxy. In addition, shareholders who are entered in the share register and who have registered for the meeting in good time and who are present at the meeting may also authorize the Company-nominated proxy to exercise their voting rights at the meeting.

Proxies and instructions to the Company-nominated proxy may also be amended or revoked by the aforementioned means of transmission up to the said time. An amendment or revocation via the password-protected shareholder portal is also possible with regard to proxies and instructions issued to the Company-nominated proxy by letter or e-mail.

The Company-nominated proxy will not accept any powers of attorney to file objections to resolutions of the meeting or to submit questions or motions.

Should an individual vote be held on an agenda item without this having been communicated in advance of the meeting, an instruction on this agenda item as a whole shall also be deemed to be a corresponding instruction for each item of the individual vote.

If the Company-nominated proxy receives multiple powers of attorney and instructions, the most recent formally valid power of attorney and instruction received shall be deemed binding.

Further details on proxy voting by the Company-nominated proxy can be found in the documents sent to shareholders.

Supplementary information on the exercise of voting rights

If voting rights are exercised or proxies and, if applicable, instructions are issued in several ways by the deadline, these will be taken into account in the following order irrespective of the time of receipt: 1. electronically via the shareholder portal, 2. in accordance with sec. 67c AktG in conjunction with article 2 para. 1 and 3 and article 9 para. 4 of the Implementing Regulation ((EU) 2018/1212), 3. by e-mail and 4. by letter.

Shareholders' rights

1. **Supplementary motions pursuant to article 56 SE Regulation, sec. 50 para. 2 SE Implementation Act („SE IA“), sec. 122 para. 2 AktG**

Shareholders whose shares together amount to one-twentieth of the share capital or the pro-rata amount of €500,000 may request that additional items be placed on the agenda and announced. Pursuant to article 56 sentence 3 SE Regulation in conjunction with sec. 50 para. 2 SE IA, this quorum is required for supplementary motions by shareholders of a European Company (SE). Pursuant to sec. 122 para. 2 sentence 2 AktG, each additional item must be accompanied by a statement of substantiation or a draft resolution. Pursuant to sec. 122 para. 1 sentence 1 AktG, the request must be addressed in writing to the Management Board of the Company. Pursuant to sec. 122 para. 2 sentence 3 AktG, it must be received by the Company at least 30 days before the meeting, i.e. by the end of **October 15, 2024** (24:00 hours CET) at the latest.

We ask that any supplementary motions be sent in writing to the following address:

ZEAL Network SE
– Management Board –
Straßenbahnring 11
20251 Hamburg

or by e-mail to hv@zealnetwork.de with a qualified electronic signature (sec. 126a BGB), stating the name of the shareholder(s) making the motion.

Supplementary motions requiring announcement will be published in the Federal Gazette (*Bundesanzeiger*) without undue delay after receipt of the request (article 124 para. 1 sentence 2 in conjunction with article 121 para. 4 AktG). They will also be published on the Company's website at

www.zealnetwork.de/agm

and communicated in accordance with sec. 125 para. 1 sentence 3 AktG.

2. **Countermotions and election proposals pursuant to sec. 126 para. 1, 127 AktG**

Countermotions (together with any statement of substantiation) against a proposal by the Management Board and/or Supervisory Board on a specific agenda item will be published by the Company if they are received by one of the following means of transmission by letter or e-mail no later than 14 days prior to the meeting, i.e. by no later than the end of **October 31, 2024** (24:00 hours CET):

ZEAL Network SE
– Management Board –
Straßenbahnring 11
20251 Hamburg

E-mail: hv@zealnetwork.de

Subject to sec. 126 para. 2 and 3 AktG, any countermotions from shareholders will, to the extent they meet the prerequisites for publication, be published on the Company's website at

www.zealnetwork.de/agm

including the name of the shareholder and the substantiation, as well as any statements by the management in this regard.

In accordance with sec. 127 AktG, the aforementioned provisions apply *mutatis mutandis* to the nomination by a shareholder for the election of Supervisory Board members or auditors. However, such proposals do not require substantiation. A nomination is also not required to be published if it does not include the name, occupation and place of residence of the proposed individual (sec. 124 para. 3 sentence 4 AktG) or, in the case of nominations for election of Supervisory Board members, does not include information on the nominated individual's memberships in other statutory supervisory boards within the meaning of sec. 125 para. 1 sentence 5 AktG.

In the cases specified in sec. 126 para. 2 AktG the Company is not obliged to publish a countermotion and its substantiation, or a nomination for election. Accordingly, a countermotion or nomination for election is not required to be published if, among other reasons, doing so would expose the Management Board to criminal prosecution or if the countermotion or nomination for election would result in a resolution by the general meeting that is contrary to applicable law or the Articles of Association. Furthermore, the statement of reasons is not required to be made available if it exceeds 5,000 characters in total.

Countermotions and nominations for election that have not been received by the end of October 31, 2024 (24:00 hours CET) in compliance with the above requirements will not be published by the Company.

Any countermotions and nominations for election, even if they have been submitted to the Company in advance and in a timely manner, shall only be considered at the meeting if they are presented orally at the meeting. In addition, any shareholder in attendance at the meeting shall be entitled to present countermotions to agenda items or to make nominations for election during the meeting without a requirement of prior submission to the Company. The right of the chairman of the meeting to first put the management's proposals to the vote remains unaffected by this, unless otherwise provided by law.

3. Right to information pursuant to sec. 131 AktG

Pursuant to sec. 131 para. 1 AktG, each shareholder must be provided with information on the Company's affairs, including the legal and business relations of the Company with an affiliated enterprise, by the Management Board at the meeting in response to a verbal request made at the meeting, to the extent that the information is necessary for a proper assessment of a respective agenda item. The Management Board may refrain from answering individual questions for the reasons set forth in sec. 131 para. 1 AktG, e.g. if, according to sound business judgment the provision of the information would be likely to cause significant disadvantages to the Company or an affiliated enterprise. Pursuant to sec. 19 para. 3 of the Articles of Association, the chairman of the meeting may impose reasonable time limits not only on the right of shareholders to speak but also on their right to ask questions. In particular, at the beginning of the meeting or during its course, he may set a time limit for the entire course of the meeting, for individual agenda items or for individual speakers or shareholders asking questions.

4. Right to receive proof of the vote count pursuant to sec. 129 para. 5 sentence 1 AktG

Pursuant to article 129 para. 5 sentence 1 AktG, a voting shareholder may request confirmation from the Company within one month of the day of the meeting as to whether and how their vote was counted. The company shall provide the confirmation in accordance with the requirements of article 7 para. 2 and article 9 para. 5 subpara. 2 of the Implementing Regulation (EU) 2018/1212. If the confirmation is issued to an intermediary (e.g. a credit institution), the intermediary must send the confirmation to the shareholder without undue delay pursuant to article 129 para. 5 sentence 3 AktG.

Further explanations of the aforementioned rights of shareholders are available on the Company's website at

www.zealnetwork.de/agm

Publications on the website

As soon as the meeting has been convened, the information in accordance with sec. 124a AktG will be published on the Company's website at

www.zealnetwork.de/agm

The results of the votes on the agenda items will be published on the Company's website after the meeting, as well.

Further information on voting according to Table 3 of Implementing Regulation (EU) 2018/1212

The votes on the announced proposals for resolutions under agenda items 1 and 2 are binding. Shareholders may vote „yes” (in favor) or „no” (against) on all resolutions or abstain from voting.

Time information in this notice of meeting

All time information in this notice of meeting refers to Central European Time (CET). With regard to the Coordinated Universal Time – UTC, this corresponds to UTC = CET minus one hour.

Data protection information for shareholders and shareholder representatives

ZEAL Network SE, as the controller within the meaning of article 4 no. 7 of the General Data Protection Regulation („GDPR”), processes personal data (surname and first name, address, e-mail address, number of shares, class of shares, type of ownership of the shares; if applicable, surname, first name and address of the shareholder representative appointed by the respective shareholder, if applicable) on the basis of the data protection provisions applicable in Germany in order to enable the shareholders and shareholder representatives to exercise their rights in the context of the meeting. ZEAL Network SE is represented by the members of its Management Board.

You can reach ZEAL Network SE by one of the following means of transmission by letter or e-mail:

ZEAL Network SE
Straßenbahnring 11
20251 Hamburg

E-mail: hv@zealnetwork.de

To the extent that the personal data has not been provided by the shareholders in the context of the registration for the meeting or has been obtained from the share register for registered shares, the bank managing the securities account will transmit the personal data of the shareholders to ZEAL Network SE. The processing of the personal data of the shareholders and shareholder representatives will be carried out exclusively for the preparation, implementation and follow-up of the meeting and only to the extent absolutely necessary to achieve this purpose. The legal basis for the processing is article 6 para. 1 lit. (c) GDPR. ZEAL Network SE will store this personal data only for as long as is necessary for the aforementioned purpose or to the extent that the Company is entitled or obliged by law to store personal data. In the case of data collected in connection with the meeting, the storage period is regularly up to three years.

The service providers of ZEAL Network SE commissioned for the purpose of organizing the meeting, will only receive personal data from ZEAL Network SE that is required for the provision of the commissioned service and will process the data exclusively in accordance with the instructions of ZEAL Network SE.

In addition, personal data will be made available to shareholders and shareholder representatives as well as third parties in connection with the meeting within the framework of the statutory provisions, namely via the attendance register. This data may be inspected by shareholders for up to two years thereafter in accordance with sec. 129 para. 4 AktG. With regard to the transmission of personal data to third parties in connection with the announcement

of supplementary motions as well as countermotions and election proposals by shareholders, reference is made to the explanations above.

With regard to the processing of personal data, shareholders and shareholder representatives may request ZEAL Network SE to provide them with information about their personal data in accordance with article 15 GDPR, to correct their personal data in accordance with article 16 GDPR, to delete their personal data in accordance with article 17 GDPR, to restrict the processing of their personal data in accordance with article 18 GDPR and to transfer certain personal data to them or to a third party designated by them (right to data portability) in accordance with article 20 GDPR.

Shareholders and shareholder representatives may assert these rights against ZEAL Network SE free of charge by one of the following means of transmission by letter or e-mail:

ZEAL Network SE
Straßenbahnring 11
20251 Hamburg

E-mail: hv@zealnetwork.de

In addition, shareholders and shareholder representatives have a right of appeal to the data protection supervisory authority of either the (federal) state in which they have their residence or permanent abode or the Free and Hanseatic City of Hamburg, in which ZEAL Network SE has its registered office, in accordance with article 77 GDPR.

You can reach our company data protection officer by one of the following means of transmission by letter or e-mail:

datenschutz nord GmbH
Konsul-Smidt-Str. 88
28217 Bremen

E-mail: dataprotection@zealnetwork.de

Hamburg, October 2024

ZEAL Network SE

- Management Board -