

## MY EQS SHARE PLAN Plan Conditions

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## 1. Preamble

The EQS Group AG My EQS Share Plan (hereinafter “the plan” or “MESP”) is an option for permanent employees to acquire shares in EQS Group AG (Germany), Karlstraße 47, 80333 Munich, Germany (hereinafter “EQS”).

The plan is administrated by Commerzbank AG (hereinafter “Commerzbank”). The monthly share purchases are commissioned by entering the monthly investment amounts via the platform of the cooperation partner Equiniti (“Option”). The shares are subsequently booked and detained into individual deposits in the name of the individual participant at Commerzbank. A later sale of the shares also takes place via the individual deposits opened with Commerzbank. Participants domiciled in Germany open deposits in branches of Commerzbank, while participants domiciled outside Germany open deposits in a central branch of Commerzbank in Frankfurt, authorized only for the safekeeping of EQS shares from the EQS Share Plan.

The participants of the MESP are awarded bonus shares on fulfilling certain prerequisites, for which the following terms and conditions of the plan apply.

The bonus shares are issued to those employees of EQS Group AG (Germany), Karlstraße 47, 80333 Munich, Germany and of EQS Financial Markets & Media GmbH who acquire EQS shares (hereinafter “Investment Shares”) as a personal investment within the scope of the MESP instalment (consisting of investment year and holding year), and do not dispose of them during the investment period and subsequent holding period of 12 months.

All services provided within the scope of the MESP – including in particular the granting of bonus shares (hereinafter “Awarded Shares” or “Matching Shares”) – are voluntary benefits provided by EQS which apply exclusively to the financial year after next. There is no binding effect for the future and no binding effect originates from this proposal. Future proposals are always decided on an individual basis. Consequently, even repeated granting does not substantiate a legal claim to future concession of Awarded Shares, or equivalent or similar benefits.

If for any reason the plan is terminated, all amounts invested that were not used for acquiring Investment Shares shall be paid back to the participants by EQS.

The acquisition of every individual share or fractional share (“Investment Share”) entitles the MESP participant to receive another EQS share or fractional share (“Awarded Share”) at a ratio of 1:1 in accordance with these terms and conditions.

The Investment Shares and the Awarded Shares shall be held for the plan participants by Commerzbank AG, Frankfurt during the whole term of the plan and thereafter.

EQS shall ensure that Investment Shares are purchased monthly through Commerzbank for MESP participants in accordance with the terms and conditions of the plan.

Participation in the plan is voluntary and is not an integral component of the MESP participants’ employment contract with EQS.

The allocation of the Awarded Shares is contingent upon fulfilling the terms and conditions of the plan.

## **2. Deadline for participation and duration**

Eligible employees may enroll in the plan at any time after one month of employment. Registration takes place via the Equiniti online portal.

If registration takes place by the 9th of a calendar month at the latest, participation in the plan commences in the same calendar month. If registration takes place after the 15th of a calendar month, participation in the plan begins in the following month. Between the 10th and 15th of a calendar month, no entries are possible in the platform for administrative reasons. The monthly investment amount of the participant is deducted from the employee's net salary by EQS.

The investment year always ends in December. A separate registration for the plan is required for each investment year.

## **3. Investment period, holding period, point of entitlement**

The investment phase begins in the month in which the investment amount is deducted by EQS for the first time and ends on 31st December of the same year. Subsequent to the investment phase is the 12-month holding period from January to December of the following year.

The Investment Shares may only be disposed of during the investment phase and the holding period with the consent of EQS. EQS shall review the case on an individual basis in the event that a participant requests to dispose of the Investment Shares, with good cause, before the end of the holding period. In the event that EQS agrees to a premature disposal of the Investment Shares, the right of the MESP participant to the allocation of Awarded Shares in the amount of the Investment Shares obtained expires.

If, at this time (the end of the holding period), the prerequisites regulated by these terms and conditions are completely fulfilled, the Awarded Shares shall be allocated to the MESP participants after the expiration of the holding phase on 15th January or the following working day ("point of entitlement"). The blocking period of the Investment Shares ends on the 31st December of the year of the holding period. Awarded Shares are freely disposable after the allocation has taken place.

## **4. Monthly investment amount**

The eligible employees may invest amounts between €30.00 and €200.00 (i.e. at least €360.00 up to a maximum amount of €2400.00 annually) in the plan on a monthly basis. These payments are transferred to Commerzbank by EQS after the respective tax and social security contributions have been deducted from the net salary of the MESP participant.

The monthly investment amount is re-determined by the employee for every investment year. The investment amount cannot be amended during the year.

Investment Shares are purchased monthly on the Frankfurt stock exchange in whole at the current stock market price. Any remaining amounts are added to the investment amount of the following month. The fees that accrue on the monthly share purchases are borne by EQS.

## 5. Features of the shares, securitization

All EQS shares are the same as the shares of EQS Group AG, Munich, traded under ISIN DE 0005494165, with regard to their dividend entitlement and all other shareholder rights.

## 6. Control of shares

All Investment Shares, Matching Shares and Dividend Shares will be booked and held in individual deposits in the name of the participant at Commerzbank. Participants domiciled in Germany open deposits in branches of Commerzbank, participants domiciled outside Germany open deposits in a central group of accounts authorized only for the safekeeping of EQS shares under the Plan.

## 7. Voting rights

All Investment Shares, Matching Shares and Dividend Shares have an immediate voting right.

## 8. Divestment of shares and costs

EQS shares are sold by submitting an irrevocable sell order via Commerzbank's online banking or by submitting a sell order in writing, which can be sent to Commerzbank by mail or fax.

The sales revenue generated by the divestment of shares is credited to the reference cash account linked to your securities account at Commerzbank, minus an securities sales commission in the amount of 0.3% (minimum €12.45) and the currently applicable stock exchange fees (currently 0.0048% of the gross sales proceeds) per sales order. The securities sales commission may vary depending on the selected deposits model and will be communicated to the participant upon opening the deposit.

The divestment of shares may only be effected via Commerzbank.

Insofar as nothing else explicitly arises from these terms and conditions, all costs of safeguarding and managing EQS shares and the purchase of Investment Shares as part of the MESP shall be borne by EQS.

All additional costs, in particular those in connection with the sale of EQS shares or the transfer of the portfolio, are borne by the MESP participant.

The divestment or transfer of shares can be effected via Commerzbank's digital-banking (real-time trading). The following fees for plan participants with central depository are hereby incurred:

- Divestment of shares – 0.3% of the gross sales revenue with a minimum fee of €12.45, including the currently applicable stock exchange fees (currently 0.0048% of the gross sales proceeds). Limit orders are available online as well.
- Transfer of shares to another deposit which operates in the name of the plan participant - within Germany free of charge, outside Germany 150 Euro.
- Transfer fees for sales revenues – SEPA transfer free of charge, foreign transfers according to Commerzbank's list of prices and services.

For participants with deposits in branches of Commerzbank in Germany, fees will apply depending on the selected deposit model, which will be displayed in Commerzbank's digital banking before the sell order is placed.

## 9. Eligibility

All full- and part-time employees of EQS Group AG (Germany), Karlstraße 47, 80333 Munich, Germany and of EQS Financial Markets & Media GmbH, including employees on limited term contracts are eligible.

Students, interns and persons under 18 years old are excluded.

## 10. Cessation of eligibility

Rights to allocation of Awarded Shares are neither transferable nor pledgeable, nor can they be disposed of in another manner. In the event of violations, the right to allocation expires without substitution irrespective of the existence of other prerequisites. The same applies to enforcement measures performed by third parties within the right of the MESP participant to Awarded Shares allocation.

A right to Awarded Shares allocation only applies if the MESP participant is still employed on a full- or part-time basis with the EQS Group at the time of the allocation.

In the event of retirement, reaching pension age, incapacity to work and occupational disability, death or in the event of terminating employment with EQS or one of its subsidiaries, the MESP employee loses the right to allocation of Awarded Shares.

In the event of the MESP participant leaving the employment of a company affiliated with EQS, the Investment Shares, already-allocated Awarded Shares and Dividend Shares may remain in the deposit of Commerzbank and may be held, transferred or sold. Even after leaving the company, the MESP participant still has access to the digital banking of Commerzbank and can still manage their shares there.

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Upon leaving the company, any matching claim expires. All shares of the MESP participant shall be unblocked within a month of leaving the company. All amounts that were not used for acquiring Investment Shares are reimbursed to the out-going employee by EQS.

The company reserves the right to determine amendments to the aforementioned regulations. Such amendments become effective upon the relevant MESP participant receiving a declaration in this respect or by disclosures in accordance with "Disclosures and information". Amendments within the meaning of this paragraph may be revoked at any time in the form determined herein without substitution or compensation.

## 11. Mobility

Plan participants who transfer to employment within a subsidiary of EQS Group in which the MESP does not apply, are no longer entitled to participate in the plan and buy Investment Shares from the time of the transfer of employment. For Investment Shares already acquired at the time of the transfer of employment, however, there is a claim to the allocation of Awarded Shares, i.e. a matching claim after the end of the holding period, if the participant is still employed by the EQS Group subsidiary at the end of the holding period.

Plan participants who transfer to employment within an EQS Group subsidiary in which the MESP applies, may register onto the plan of the respective subsidiary.

## 12. Risks

The company assumes no responsibility for the general development of capital markets nor the price development of EQS shares during or after the term of the plan. In particular, there is no guarantee that MESP participants will be able to gain an economic advantage in future from the disposal of their EQS shares or at least recover the amount invested.

It is explicitly stated that the share price will be influenced by various factors e.g. national and international events, economy and interest rate developments. Likewise, the possibility of a total loss of the amounts invested cannot be excluded. Participation in the plan, acquiring Investment Shares, and accepting allocated Awarded Shares occurs exclusively at the risk of the respective MESP participant.

The company shall not advise the MESP participant about the decision to invest, including in respect of tax law.

## 13. Taxes, levies and other legal duties

Any taxes or levies that are accrued by the MESP participant in connection with the acquisition of Investment Shares, the allocation of Awarded Shares, the divestment of EQS shares and the

obtaining of dividends from EQS shares are to be borne by the MESP participant. This applies to the withholding tax ("Abgeltungssteuer") applicable since 1st January 2009 in particular. Commerzbank (as a financial services provider) is legally obligated to carry out the tax deduction from the capital yield and transfer the tax retained directly to the tax authority.

In allocating the Awarded Shares which are due to the MESP participant upon fulfilling the prerequisites regulated in the terms and conditions of the plan, a taxable monetary benefit arises according to current German law. Insofar as the Federal Republic of Germany has right of taxation for this time period, the national employer is obliged in principle to retain taxes and transfer them to the tax authority.

The MESP participants are encouraged to obtain tax advice with regard to their personal circumstances.

The responsibility of the MESP participants to comply with their own reporting, declaration and payment obligations in accordance with the applicable German or international law, in particular securities trading and tax law, remains unaffected.

## **14. Disclosures and information**

All disclosures effected on the basis of these terms and conditions shall be made available on the intranet under <https://insight.eqsgroup.com/display/PER/My+EQS+Share+Plan>

MESP participants are obligated to check whether disclosures have been made during participation in the plan.

## **15. Applicable law, place of fulfilment and court of jurisdiction**

The form and content of the terms and conditions, as well as all rights and duties of the MESP participants or the company which arise from them are determined according to the law of the Federal Republic of Germany, excluding the provisions of international private law.

The place of fulfilment and the non-exclusive court of jurisdiction for all legal disputes arising from or in connection with the terms and conditions is – as far as legally permissible – Munich.

## **16. Liability limitations**

The company and participating affiliated companies and Commerzbank are in principle only liable for malice and gross negligence in connection with the MESP instalment of the next year and its execution. In fulfilling essential contractual duties, they are also liable for simple negligence, however, this is limited to typical and foreseeable damage. Liability for consequential damages and lost profits is excluded.

## 17. Expiry period

All claims that arise from the MESP are to be asserted in writing by the contracting parties within a time period of six months from their maturity, and in the event of the counterparty refusing the claim, to sue within a period of three months.

## 18. Miscellaneous

MESP participants are obligated to observe legal regulations at all times when divesting their EQS shares, in particular with respect to the ban on insider trading and the applicable insider guidelines of EQS.

All payments to MESP participants are effected in Euros.

Headings are merely for guidance and are not to be used in interpretation. In the event of the English version of these terms and conditions created by the company diverging from the original German text, or interpretive problems arising due to translation, the version of the original German text is binding.

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