

**Vantage Towers AG**

Düsseldorf

ISIN: DE000A3H3LL2

Securities Identification Number (*Wertpapierkennnummer*): A3H3LL

Unique identification of the event: 3c1adb6f0322ed118132005056888925

**Invitation to the Annual General Meeting**Dear Shareholders<sup>1</sup>,

We hereby invite you and your authorised representatives<sup>2</sup> to the Annual General Meeting of Vantage Towers AG (hereinafter also referred to as the "**Company**"). It will take place on Thursday, 27 July 2023, 10 a.m. Central European Summer Time – CEST, as a general meeting with physical attendance. The venue of the General Meeting is the Maritim Hotel Düsseldorf, Maritim-Platz 1, 40474 Düsseldorf.

**Agenda**

- 1. Presentation of the adopted annual financial statements and the approved consolidated financial statements as well as the combined management reports for Vantage Towers AG and the group as of 31 March 2023, and the report of the Supervisory Board**

The aforementioned documents are available on the Company's website at <https://www.vantagetowers.com/en/investors/annual-general-meeting-en>. The Supervisory Board has approved the annual financial statements and the consolidated financial statements prepared by the Management Board. The annual financial statements are thus adopted. This is reflected in the fact that no resolution by the General Meeting is scheduled under agenda item 1.

- 2. Resolution on the appropriation of distributable profit**

Management Board and Supervisory Board propose to appropriate the balance sheet profits of EUR 377,061,575.67 reported in the adopted annual financial statements of Vantage Towers AG as of 31 March 2023 as follows:

Balance sheet profit:	EUR 377,061,575.67
Distribution of a dividend of EUR 0.04 per 505,782,265 no-par value shares entitled to dividend:	EUR 20,231,290.60

<sup>1</sup> This translation is intended for convenience purposes only and solely the German version of the invitation to and agenda of the Ordinary General Meeting of Vantage Towers AG is legally binding.

<sup>2</sup> Here and in the following: male, female, diverse.

Transfer to retained earnings:	EUR 356,830,285.07
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The number of shares entitled to dividend for fiscal year 2022/2023 may change before the General Meeting. In this case, with an unchanged distribution of EUR 0.04 per no-par value share entitled to dividend, a correspondingly adjusted proposal for a resolution on the appropriation of distributable profits will be submitted to the General Meeting.

The dividend is due on 1 August 2023.

**3. Resolution on the ratification of the acts of the members of the Management Board**

The Management Board and Supervisory Board propose that the acts of the members of the Management Board who held office in financial year 2022/2023 be ratified for this period.

**4. Resolution on the ratification of the acts of the members of the Supervisory Board**

The Management Board and Supervisory Board propose that the acts of the members of the Supervisory Board who held office in financial year 2022/2023 be ratified for this period.

**5. Election of the auditor and the group auditor for the financial year 2023/2024**

The Supervisory Board proposes that Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Cologne, Germany, be appointed as auditor and group auditor of the financial statements and consolidated financial statements for the financial year 2023/2024.

**6. Election of Supervisory Board members**

The Supervisory Board members Prof. Dr. Rüdiger Grube, Katja van Doren, Pinar Yemez, Amanda Jane Nelson, Terence E. Rhodes and Charles C. Green III have each resigned as members of the Supervisory Board of the Company with effect from the end of the Annual General Meeting on 27 July 2023. There is no elected substitute member. In this case, the Articles of Association of the Company provide in Section 9.4 that an election shall be held to determine a successor for the remainder of his or her term of office unless the successor is specifically elected for a different term of office. Against this background, new members of the Supervisory Board shall be elected by the General Meeting. Under agenda item 8, a resolution is to be passed to reduce the size of the Supervisory Board from currently nine members (Section 9.1 of the Articles of Association) to six. It is expected that this proposed resolution will find the necessary majority at the General Meeting, which is why the Supervisory Board's election proposal under this agenda item is limited to three candidates to be elected.

Pursuant to Sections 96 (1) and (2), 101(1) (*Aktengesetz* – "**AktG**") and Art. 9.1 of the Company's Articles of Association, the Supervisory Board of the Company is composed of nine members to be elected by the General Meeting.

Based on the recommendation of its Compensation and Nomination Committee, the Supervisory Board proposes to elect

1.)

Marco Fontana, Director at KKR Infrastructure (KKR & Co. Inc.), resident in London, United Kingdom,

and

2.)

Kash Pandya, Chief Executive Officer (CEO) at Helios Towers Africa, resident in Morpeth, United Kingdom,

and

3.)

Marco Pugliese, Principal at Global Infrastructure Management LLP, resident in London, United Kingdom,

as member of the Supervisory Board for the period from the end of the General Meeting on 27 July 2023 until the end of the General Meeting resolving on the ratification of the acts of the members of the Supervisory Board for the financial year 2024/2025.

It is intended to hold the Supervisory Board elections as individual elections.

The Supervisory Board has assured itself of the candidate's respective ability to devote the time expected for the position.

The curricula vitae of the candidates are available in section "Additional information on agenda item 6: Election of Supervisory Board members" following this agenda.

**7. Resolution on the approval of the profit and loss transfer agreement between Vantage Towers AG and Vantage Towers Erste Verwaltungsgesellschaft mbH**

Vantage Towers AG as the profit-receiving company and Vantage Towers Erste Verwaltungsgesellschaft mbH, with its registered office in Düsseldorf, Germany, and its business address at Prinzenallee 11-13, 40549 Düsseldorf, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under HRB 95828, as the profit-transferring company, intend to enter into a profit and loss transfer agreement. The profit and loss transfer agreement requires the approval of the General Meeting of Vantage Towers AG and the approval of the shareholders' meeting of Vantage Towers Erste Verwaltungsgesellschaft mbH in order to become effective.

The draft of the profit and loss transfer agreement dated 13 June 2023 has the following material content:

- Vantage Towers Erste Verwaltungsgesellschaft mbH undertakes to transfer its entire annual profit to Vantage Towers AG. Subject to establishing or

dissolving reserves pursuant to Clauses 1.2 and 1.3 of the draft agreement, the maximum amount permissible according to Section 301 AktG in its respective applicable version shall be transferred to Vantage Towers AG. Vantage Towers AG may require Vantage Towers Erste Verwaltungsgesellschaft mbH to transfer profits in advance during the year if and to the extent permitted by law. The obligation to transfer the annual profit applies for the first time to the entire fiscal year of Vantage Towers Erste Verwaltungsgesellschaft mbH in which the profit and loss transfer agreement becomes effective according to Clause 3.2 of the draft agreement. The provisions and further details on the transfer of profit are set out in Clause 1 of the draft agreement.

- For its part, Vantage Towers AG undertakes to assume losses in accordance with Section 302 AktG in its respective applicable version. The obligation to assume any losses applies for the first time to the entire fiscal year in which the profit and loss transfer agreement becomes effective according to Clause 3.2 of the draft agreement. The provisions on the assumption of losses are set out in Clause 2 of the draft agreement.
- The agreement shall become effective as soon as its existence has been entered in the commercial register at the registered seat of Vantage Towers Erste Verwaltungsgesellschaft mbH. The agreement is concluded for an indefinite period of time and can be terminated with a notice period of six months to the end of the fiscal year of Vantage Towers Erste Verwaltungsgesellschaft mbH. The agreement can be terminated for the first time as of the end of the fiscal year of Vantage Towers Erste Verwaltungsgesellschaft mbH that ends at least five years (60 months) after the beginning of the fiscal year of Vantage Towers Erste Verwaltungsgesellschaft mbH from the beginning of which the financial integration within the meaning of Section 14 (1) sentence 1 no. 1 Corporate Income Tax Act (*Körperschaftsteuergesetz*) and all other requirements for the legal consequences of this provision exist for the first time. Each party can terminate the agreement for good cause (*wichtiger Grund*) without compliance with any notice period. The provisions in this respect are set out in detail in Clauses 3.2 to 3.6 inclusive of the draft agreement.
- Finally, Clause 4 of the draft agreement contains final provisions, in particular that the invalidity or unenforceability of individual provisions of the agreement shall not affect the validity of the remaining provisions and that amendments and additions to the contract shall be made in writing.

Reference is also made to the joint report of the Management Board of Vantage Towers AG and the management of Vantage Towers Erste Verwaltungsgesellschaft mbH pursuant to Section 293a AktG, including its annexes dated 13 June 2023, which contains further explanations on the contracting parties, the reasons for the conclusion of the profit and loss transfer agreement, its consequences and its content.

The Management Board and the Supervisory Board propose to resolve as follows:

The intended profit and loss transfer agreement between Vantage Towers AG as profit-receiving company and Vantage Towers Erste Verwaltungsgesellschaft mbH as

profit-transferring company is approved in accordance with the draft dated 13 June 2023.

The full wording of the draft of the profit and loss transfer agreement approved on 13 June 2023 is included in the section "Additional information on item 7 of the agenda: Resolution on the approval of the profit and loss transfer agreement between Vantage Towers AG and Vantage Towers Erste Verwaltungsgesellschaft mbH" following this agenda.

As from the convening of the General Meeting, the following documents are available on the Company's website at <https://www.vantagetowers.com/en/investors/annual-general-meeting-en>:

- The draft of the profit and loss transfer agreement between Vantage Towers AG and Vantage Towers Erste Verwaltungsgesellschaft mbH;
- the annual financial statements and the management reports of Vantage Towers AG for the financial years ending on 31 March 2023, 31 March 2022 and 31 March 2021;
- the annual financial statements of Vantage Towers Erste Verwaltungsgesellschaft mbH for the financial year ending on 31 March 2022 (Vantage Towers Erste Verwaltungsgesellschaft mbH was founded by deed of incorporation dated 29 September 2021 and was first registered with the commercial register on 15 December 2021); a management report has not been prepared by Vantage Towers Erste Verwaltungsgesellschaft mbH for the aforementioned financial year and therefore cannot be made available); and
- the joint report of the Management Board of Vantage Towers AG and the managing directors of Vantage Towers Erste Verwaltungsgesellschaft mbH pursuant to Section 293a AktG dated 13 June 2023.

The aforementioned documents will also be available for inspection at the Company's offices at Prinzenallee 11-13, 40549 Düsseldorf from the time the General Meeting is convened, and at the General Meeting itself.

#### **8. Resolution on the amendment to the Articles of Association to change the size of the Supervisory Board**

According to the current provision in Section 9.1 of the Articles of Association of Vantage Towers AG, the Supervisory Board of the Company consists of nine members. It is intended to reduce the size of the Supervisory Board to six members.

Against this background, the Management Board and the Supervisory Board propose to resolve as follows:

Section 9.1 of the Articles of Association of Vantage Towers AG shall be amended as follows:

"9.1 The Supervisory Board shall consist of six members."

**9. Amendment to the Articles of Association to authorize virtual General Meetings in the future and the participation of members of the Supervisory Board in virtual General Meetings by means of video and audio transmission**

**9.1** The German legislator permanently anchored the virtual general meeting in the Stock Corporation Act with the “Act on the Introduction of Virtual General Meetings of Stock Corporations and Amendments to the Provisions of the Law on Cooperatives and the Law on Insolvency and Restructuring of 20 July 2022” (*Gesetz zur Einführung virtueller Hauptversammlungen von Aktiengesellschaften und Änderung genossenschafts- sowie insolvenz- und restrukturierungsrechtlicher Vorschriften vom 20. Juli 2022*) (BGBl. I p. 1166). Under the new regulation in Section 118a (1) sentence 1 AktG, the Articles of Association may provide for or authorize the Management Board that the General Meeting is held without the physical presence of the shareholders or their proxies at the place of the General Meeting (virtual General Meeting). A corresponding provision in the Articles of Association must be limited in time, with a maximum period of five years from the date of entry of the corresponding amendment to the Articles of Association in the Company's commercial register (Section 118a (5) AktG).

To enable virtual General Meetings on this legal basis, the Articles of Association are to be amended accordingly. In this context, it seems appropriate, also with regard to the interests of the shareholders, not to specify directly in the Articles of Association that a virtual General Meeting is to be held, but to authorize the Management Board to determine the format of the future General Meetings, however, taking into account the circumstances of the individual case.

Against this background, the Management Board and the Supervisory Board propose to adopt the following resolution:

Section 14 of the Articles of Association of Vantage Towers AG shall be supplemented by the following paragraph 3:

“14.3 The Management Board is authorized to provide for the General Meeting to be held without the physical presence of the shareholders or their proxies at the place of the General Meeting (virtual General Meeting). The authorization shall apply to the holding of virtual General Meetings in a period of five years after entry of this provision of the Articles of Association in the commercial register of the Company.”

**9.2** The members of the Supervisory Board generally attend the General Meeting in person. Pursuant to Section 118 (3) sentence 2 AktG, the Articles of Association may provide for certain cases in which members of the Supervisory Board may participate in General Meetings by means of video and audio transmission. According to the new Section 118a (2) sentence 2 AktG, the aforementioned provision also applies to virtual General Meetings. This provision is intended to enable members of the Supervisory Board to participate electronically in virtual General Meetings in the future by means of two-way communication. This does not apply to the Supervisory Board member chairing the meeting, who physically participates in a virtual general meeting at the location of the general meeting in accordance with section 118a (2) sentence 3 AktG. As before, the members of the Supervisory Board will physically attend the General Meetings with physical attendance.

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

Section 16.4 of the Articles of Association of Vantage Towers AG shall be supplemented by the following sentence 3:

“The members of the Supervisory Board, with the exception of the chairman of the meeting, are permitted to participate in the virtual General Meeting by means of video and audio transmission.”

## **Additional information on item 6 of the agenda: Election of Supervisory Board members**

### **1. Marco Fontana**

Place of residence: London, United Kingdom

Profession practiced: Director at KKR Infrastructure (KKR & Co. Inc.)

#### **Education**

2006 Bocconi University of Milan, Italy, Undergraduate degree in Finance

2008 Bocconi University of Milan, Italy, and HEC Paris, France, Master of Science in Finance

2008 Insead, France, Executive Training Corporate Finance and Capital Markets

#### **Professional career**

2008 – 2011 Société Générale, Analyst and Associate Corporate and Investment Banking

2011 – 2013 EISER Infrastructure Partners, Investment Manager

2014 – 2021 OMERS Infrastructure, Associate Director and Director

since 2021 KKR Infrastructure (KKR & Co. Inc.), Director

### **2. Kash Pandya**

Place of residence: Morpeth, United Kingdom

Profession practiced: Chairman at Climate Impact Partner (CIP)

#### **Education**

1979 University College London, B.Sc., Chemical Engineering

1988 University of Coventry, United Kingdom, MPhil, Manufacturing

Demontford University, United Kingdom, BEng (Hons), Technology Engineering

#### **Professional career**

1989 – 1991 Ford Motor Company, Senior Engineer

1991 – 1994 ISL, Business Unit Manager

1994 – 1996 General Electric, Manufacturing and Quality Manager, Lighting Division

1996 – 1999 Caradon Plc, Director of European Operations, General Manager Radiator Division

1999 – 2003 APW Inc, President Europe, Asia & South America, Managing Director, Enclosure Systems Europe

2004 – 2005 Johnstone Group Plc, Chief Executive

2005 – 2013 Aggreko Plc, Divisional Managing Director, Board Member

2013 – 2015 Ainscough Crane Hire, Chairman

2015 – 2022 Helios Towers Africa, Chief Executive Officer (CEO) and Deputy Chairman

since 2021 James Fisher & Son Plc., Non-Executive Director

since 2022 Climate Impact Partner (CIP), Chairman

### **3. Marco Pugliese**

Place of residence: London, United Kingdom

Profession practiced: Principal, Investment Team at Global Infrastructure Partners

#### **Education**

2005 Oxford University, England, Master of Business Administration

2002 LUISS – University of Rome, Italy, Degree in economics and finance

#### **Professional career**

2001 – 2004 McKinsey & Company Rome, Associate

2005 – 2018 Bank of America Merrill Lynch London, Managing Director, TMT Group (2015-2018)  
and Managing Director, M&A Group (2005-2014)

2019 – 2021 OMERS Infrastructure (f.k.a. Borealis Infrastructure) London, Managing Director

since 2021 Global Infrastructure Partners London, Principal, Investment Team

**Additional information on item 7 of the agenda: Resolution on the approval of the profit and loss transfer agreement between Vantage Towers AG and Vantage Towers Erste Verwaltungsgesellschaft mbH**

### **Profit and Loss Transfer Agreement**



## ("Agreement")

between

- (1) **Vantage Towers AG**, having its seat in Düsseldorf, Germany, with business address at Prinzenallee 11-13, 40549 Düsseldorf, registered in the commercial register (*Handelsregister*) at the Local Court (*Amtsgericht*) of Düsseldorf under HRB 92244,

- hereinafter referred to as "**Vantage Towers**" -

and

- (2) **Vantage Towers Erste Verwaltungsgesellschaft mbH**, having its seat in Düsseldorf, Germany, with business address at Prinzenallee 11-13, 40549 Düsseldorf, registered in the commercial register (*Handelsregister*) at the Local Court (*Amtsgericht*) of Düsseldorf under HRB 95828,

- hereinafter referred to as "**Vantage Towers Erste Verwaltungsgesellschaft**" -.

### 1 Transfer of Profit

- 1.1 Vantage Towers Erste Verwaltungsgesellschaft undertakes to transfer its entire annual profit (*Gewinnabführung*) to Vantage Towers. Subject to establishing or dissolving reserves in accordance with Clause 1.2 and Clause 1.3 of this Agreement below, the maximum amount of profit as established pursuant to the provisions of Section 301 AktG in its respective applicable version shall be transferred to Vantage Towers.
- 1.2 Vantage Towers Erste Verwaltungsgesellschaft may, with the written consent of Vantage Towers, allocate parts of its annual profit to other profit reserves (Section 272 para. 3 German Commercial Code (*Handelsgesetzbuch* – "**HGB**")) if and to the extent permissible under commercial law and as economically justified by reasonable commercial judgement.
- 1.3 Subject to the provisions of Section 301 AktG in its respective applicable version, Vantage Towers Erste Verwaltungsgesellschaft shall, upon the written request of Vantage Towers, dissolve other profit reserves pursuant to Section 272 para. 3 HGB established during the course of this Agreement and transfer the proceeds as profit. Other reserves or profits carried forward, if and to the extent such amounts arise from the period prior to the effectiveness of this Agreement, may neither be transferred as profit nor be used to compensate for any annual loss. The transfer of amounts from the release of capital reserves in accordance with Section 272 para. 2 HGB is generally excluded.
- 1.4 Vantage Towers may require Vantage Towers Erste Verwaltungsgesellschaft to transfer profits in advance during the year if and to the extent permitted by law.

1.5 The obligation to transfer the annual profit applies for the first time to the entire fiscal year of Vantage Towers Erste Verwaltungsgesellschaft in which this Agreement becomes effective according to Clause 3.2 of this Agreement. The obligation according to Clause 1.1 sentence 1 becomes due upon the end of the fiscal year of Vantage Towers Erste Verwaltungsgesellschaft and shall bear interest from this point on at the interest rate stipulated by law (Sections 352, 353 HGB).

## 2 Assumption of Losses

2.1 According to the provisions of Section 302 AktG in its respective applicable version, Vantage Towers is obliged to compensate any annual loss of Vantage Towers Erste Verwaltungsgesellschaft occurring during the term of this Agreement.

2.2 The obligation to assume any losses applies for the first time to the entire fiscal year of Vantage Towers Erste Verwaltungsgesellschaft in which this Agreement becomes effective according to Clause 3.2 of this Agreement. Clause 1.5 sentence 2 applies accordingly to the obligation to assume any losses.

## 3 Effectiveness, Term and Termination of this Agreement

3.1 This Agreement requires for its effectiveness each the consent of the shareholders' meeting of Vantage Towers as well as the consent of the shareholders' meeting of Vantage Towers Erste Verwaltungsgesellschaft.

3.2 This Agreement becomes effective upon registration of its existence in the commercial register at the registered seat of Vantage Towers Erste Verwaltungsgesellschaft and applies retroactively since the beginning of the financial year of Vantage Towers Erste Verwaltungsgesellschaft in which this Agreement is registered in the commercial register of Vantage Towers Erste Verwaltungsgesellschaft.

3.3 This Agreement is concluded for an indefinite period of time. It can be terminated with a notice period of six months to the end of the fiscal year of Vantage Towers Erste Verwaltungsgesellschaft. This Agreement can be terminated for the first time as of the end of the fiscal year that ends at least five years (*Zeitjahre*) (60 months) after the beginning of the fiscal year of Vantage Towers Erste Verwaltungsgesellschaft, from the beginning of which the financial integration (*finanzielle Eingliederung*) within the meaning of Section 14 para 1 sentence 1 no.1 Corporate Income Tax Act (*Körperschaftsteuergesetz*) and all other requirements for the legal consequences of this provision exist for the first time.

3.4 Each party can terminate this Agreement for good cause (*wichtiger Grund*) without compliance with any notice period. Good cause exists in particular if good cause for purposes of German tax law for the termination of this Agreement exists including those pursuant to R 14.5 (6) Corporation Tax Guidelines (*Körperschaftsteuer-Richtlinien – KStR*) (or a corresponding successor provision).

3.5 Any notice of termination must be in writing.

3.6 In the event of a termination of the Agreement in the course of a financial year of Vantage Towers Erste Verwaltungsgesellschaft, Vantage Towers Erste Verwaltungsgesellschaft shall transfer its profit according to Clause 1 or Vantage Towers shall

compensate any losses of Vantage Towers Erste Verwaltungsgesellschaft according to Clause 2 until the termination of the Agreement.

#### 4 Miscellaneous

4.1 Changes and amendments to this Agreement shall be valid only if made in writing. This shall also apply to amendments of this Clause 4.1.

4.2 To the extent a provision of this Agreement is or becomes invalid or impracticable in full or in part, or if this Agreement does not contain a necessary provision, the validity of the remaining provisions of this Agreement shall not be affected. In place of the invalid or impracticable provision, or in order to remedy an omission in this Agreement, an appropriate provision shall apply which corresponds as far as legally permissible to what the parties of this Agreement intended or would have intended in accordance with the intent and purpose of this Agreement if they had been aware of the provision.

Düsseldorf, [date]

**Vantage Towers AG**

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Member of the Management Board

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Member of the Management Board

Düsseldorf, [date]

**Vantage Towers Erste Verwaltungsgesellschaft mbH**

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Managing Director

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Managing Director

Pursuant to Section 121 (3) AktG, the notice convening the General Meeting of companies that are not listed companies within the meaning of the Stock Corporation Act need only contain details of the company's name and registered office, the time and place of the General Meeting and certain information on registration and the agenda. The following information is therefore provided voluntarily and solely for the purpose of facilitating the participation of the shareholders of Vantage Towers AG in the General Meeting.

#### **Requirements for participation in the General Meeting and for exercising voting rights**

##### **Registration**

Section 15.1 sentence 1 of the Articles of Association of Vantage Towers AG stipulates that only those shareholders are entitled to attend the General Meeting and to exercise their voting

rights who are registered in the share register and who register properly and in due time at the address provided for that purpose in the convening of the General Meeting.

The registration must be received by the Company no later than 20 July 2023, 24:00 CEST. Pursuant to Section 15.1 sentence 4 of the Articles of Association of Vantage Towers AG, the registration must be in text form (Section 126b of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) and in German or English. It shall be sent to the following address:

Vantage Towers AG

c/o Computershare Operations Center

80249 München

Germany

E-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

Alternatively, the password-protected shareholder portal can be used to register for the General Meeting. It can be found at the internet address:

<https://www.vantagetowers.com/en/investors/annual-general-meeting-en>

Shareholders may access the shareholder portal by entering their shareholder number and the corresponding password, which can be found in the documents sent to them about the convening of the General Meeting.

## Re-Registration Stop

Section 67 (2) sentence 1 AktG provides that rights and obligations arising from shares in relation to the Company exist only for and against the person registered in the share register. Accordingly, the decisive factor for the voting right is the number of shares registered in the share register on the day of the General Meeting. For technical reasons, however, during the last six days before the General Meeting and on the day of the General Meeting itself, no changes will be made in the share register (so-called re-registration stop). The re-registration stop will therefore start on 20 July 2023, 24:00 CEST (so-called Technical Record Date). It does not lead to a restriction of any dispositions of the shares. However, in relation to the Company the voting rights and all other shareholder rights remain with the seller registered in the share register until the new registration. Purchasers of shares whose transfer applications are received by the Company after 20 July 2023 may therefore only exercise their right to participate and to vote under these shares if they are so authorised, or granted a proxy, by the shareholder that is still registered in the share register. All purchasers of shares in the Company are therefore requested to submit registration applications in due time before the re-registration stop.

## Voting by proxy

### Authorisation of a third party

Shareholders may have their voting rights exercised by proxy, e.g. by an intermediary, a shareholders' association, a proxy advisor or also by any other third party of their choice. Even in the case of proxy voting, the shareholder must register for the General Meeting in due time and properly.

Pursuant to Section 134 (3) sentence 3 AktG, the granting of a power of attorney, its revocation and the proof of authorisation vis-à-vis the Company must be in text form (Section 126b BGB). The Company offers the password-protected shareholder portal for granting and revoking powers of attorney, which can be accessed on the Company's website at:

<https://www.vantagetowers.com/en/investors/annual-general-meeting-en>

For organisational reasons, proxies and instructions can only be issued via the shareholder portal until 26 July 2023, 18:00 CEST.

In addition, the power of attorney and any revocation thereof may be submitted in text form (§ 126b BGB) to the Company at the postal address or e-mail address below:

Vantage Towers AG

c/o Computershare Operations Center

80249 München

Germany

E-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

or in text form vis-à-vis the proxy. If the power of attorney is granted by declaration vis-à-vis the proxy, proof of the authorisation vis-à-vis the Company in text form is required. This can also be sent to the Company at the above address (including the e-mail address). For convenience, shareholders may use the power of attorney form which is included on the entrance ticket (*Eintrittskarte*) forwarded after registration. The proof of a power of attorney granted can also be submitted to the Company by the person acting as proxy by producing the power of attorney certificate or other textual proof of authorisation at the entrance point on the day of the General Meeting.

For organisational reasons, the power of attorney or proof of authorisation sent to the above postal address or e-mail address must be received by the Company at the above postal address or e-mail address by 18:00 CEST on 26 July 2023.

Authorisation forms will be available during the General Meeting.

Special considerations must be taken into account if the proxy is granted to an intermediary, a shareholders' association, a proxy advisor or a person treated as such pursuant to Section 135 (8) AktG. Only the legal provisions of Section 135 AktG apply in this case. Please note that intermediaries, shareholders' associations, proxy advisors and persons of equal standing may themselves make specifications for their own authorisation, which are to be requested from the respective person to be authorised. This also applies to the required form of authorisation.

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

## **Authorisation of proxies appointed by the Company**

In addition, the Company offers its shareholders the opportunity to authorise proxies appointed by the Company and bound by the voting instructions before or even during the General Meeting (until the beginning of the voting). Please note that also in this case, the shareholder must register for the General Meeting in due time and properly.

The power of attorney and the issuance of instructions to the proxies appointed by the Company must also be in text form (Section 126b BGB), as must any revocation thereof and any amendments thereto.

For the granting of powers of attorney and instructions to the proxies appointed by the Company or for their revocation or amendment, the Company offers the password-protected shareholder portal, accessible on the Company's website at:

<https://www.vantagetowers.com/en/investors/annual-general-meeting-en>

For organisational reasons, proxies and instructions can only be issued via the shareholder portal until 26 July 2023, 18:00 CEST.

The shareholders may also use the power of attorney form which is included on the entrance ticket (*Eintrittskarte*) forwarded after registration to grant power of attorney and issue instructions to the Company's appointed proxies. The completed form may be sent to the Company prior to the General Meeting to the following postal address or e-mail address:

Vantage Towers AG

c/o Computershare Operations Center

80249 München

Germany

E-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

In this case, for organisational reasons, the completed form must be received by the Company at the above postal address or e-mail address by 18:00 CEST on 26 July 2023.

Authorisation forms regarding the authorization of the Company's voting proxy will be available during the General Meeting.

The proxies appointed by the Company will vote according to the instructions given by the shareholders. Without the issuance of instructions, the power of attorney is invalid as a whole. Please note that the proxies will not accept any powers of attorney and instructions to exercise the right to ask questions and speak, to submit motions or to file objections against resolutions of the General Meeting. Likewise, the proxies appointed by the Company will not participate in possible votes on any potential, not raised until the General meeting, counter-motions, election proposals or other motions not communicated in advance of the General Meeting and will not accept any instructions in this regard.

## Shareholders' rights

### Additions to the agenda (Section 122 (2) AktG)

Shareholders whose combined shareholdings equal or exceed one-twentieth of the share capital or represent a proportionate interest in the share capital of EUR 500,000.00 (*i.e.* 500,000 shares) may request that items be placed on the agenda and announced. The requesting shareholders have to prove that they have been holders of the shares for at least 90 days prior to the day of receipt of the request and that they hold the shares until the decision of the Management Board on the request. Requests must be addressed in writing to:

Vorstand der Vantage Towers AG / Management Board of Vantage Towers AG

Stichwort "Ordentliche Hauptversammlung" / Keyword "Annual General Meeting"

Prinzenallee 11-13

40549 Düsseldorf

It must be received there by no later than 24:00 CEST on 2 July 2023 at the latest.

Each new agenda item must be accompanied by the reasons therefor or a draft resolution.

To the extent not already announced in the convocation of the General Meeting, amendments to the agenda that require publication will be announced promptly upon receipt of the request in the Federal Gazette (*Bundesanzeiger*). Any such amendments will also be published on the Company's website and communicated to shareholders in accordance with the statutory requirements.

#### **Counter-motions and election proposals (Sections 126 (1), 127 AktG)**

Shareholders may submit to the Company counter-motions against a resolution proposal of the Management Board and/or the Supervisory Board as well as election proposals in accordance with Sections 126 (1) and 127 AktG. Such counter-motions and election proposals are to be sent exclusively to the following postal address or e-mail address:

Vorstand der Vantage Towers AG / Management Board of Vantage Towers AG

Stichwort "Ordentliche Hauptversammlung" / Keyword "Annual General Meeting"

Prinzenallee 11-13

40549 Düsseldorf

E-mail: [agm@vantagetowers.com](mailto:agm@vantagetowers.com)

Vantage Towers AG will immediately publish on its website any counter-motions and election proposals of shareholders which are to be made accessible and that are received at one of these addresses by 12 July 2023, 24:00 CEST. Any comments by the administration will also be made available there. There is no obligation to publish counter-motions and election proposals for the cases laid down in section 126 (2) AktG. In addition, the Management Board is not obligated to publish an election proposal if such election proposal fails to contain the details required by section 124 (3) sentence 4 and section 125 (1) sentence 5 AktG.

#### **Right to disclosure (Section 131 (1) AktG)**

At the General Meeting, each shareholder or shareholder representative may be entitled, pursuant to Section 131 (1) AktG, to request from the management board information about matters concerning the Company, to the extent that the information is necessary for the proper assessment of an agenda item. This information obligation also extends to the Company's legal and commercial relations with affiliates and to the state of the group and companies included in the consolidated financial statements. With regard to agenda item 7, in accordance with Section 293g (3) AktG, each shareholder must also be provided with information at the General Meeting on request about all matters of importance to the conclusion of the agreement relating to the other party to the agreement. The information shall comply with the principles of diligent and faithful accountability (*gewissenhafte und getreue Rechenschaft*). Section 131 (3) AktG provides the conditions under which the management board may reject to provide information.

Requests for information shall be made verbally during the debate at the General Meeting. In accordance with Section 16.3 of the Articles of Association, the chairperson of the General Meeting may impose adequate time limits concerning the shareholders' right to speak and to ask questions. He may, in particular, determine, at the beginning or during the General Meeting, adequate restrictions of speaking time, question time or combined speaking and question time, as well as the timeframe for the entire course of the General Meeting, for single agenda items and for individual questions or speeches; this includes in particular the option of prematurely closing the list of requests to speak and ordering the closing of the debate.

#### **Further explanations, publications on the company's website**

Further explanations of the aforementioned shareholder rights can be found on the Company's website at:

<https://www.vantagetowers.com/en/investors/annual-general-meeting-en>

The following information and documents, among others, are accessible via the Company's website at <https://www.vantagetowers.com/en/investors/annual-general-meeting-en> (cf. Section 124a AktG):

- The content of the convening of the General Meeting including the total number of shares and voting rights at the time of convening;
- the documents to be made available to the General Meeting.

The voting results will also be announced on that website after the General Meeting. In addition, shareholders and shareholder representatives who voted at the General Meeting may access a text confirmation of the vote count pursuant to Section 129 (5) AktG by using the password-protected shareholder portal within one month after the day of the General Meeting.

#### **Total number of shares and voting rights**

At the time of convening the General Meeting, the share capital of the Company amounts to EUR 505,782,265.00, divided into 505,782,265 registered shares without par value. Each share grants one vote, so that at the time of convening there are 505,782,265 voting rights based on the Articles of Association of the Company.



**Further information on reconciliations according to Table 3 DVO (EU) 2018/1212**

The vote on agenda items 2 to 9 inclusive is binding. Shareholders may vote "yes" (in favour) or "no" (against) to all resolutions or abstain from voting, *i.e.* they may not participate in the vote.

**Information on data protection**

We attach great importance to the protection of your data and its processing in compliance with the law. In our data protection information, we have summarised all information on the processing of personal data of our shareholders and their representatives in a well-arranged manner. You can find the data protection information under the following link:

<https://www.vantagetowers.com/en/investors/annual-general-meeting-en>

Düsseldorf, in June 2023

Vantage Towers AG

The Management Board