[This is a convenience translation of the original German language voting document that has been submitted for announcement with and is retrievable from the Federal Gazette (Bundesanzeiger). Only the German version as available in the Federal Gazette is decisive.]

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paragon GmbH & Co. KGaA

Delbrueck, Federal Republic of Germany

VOTING WITHOUT MEETING

INVITATION TO VOTE

to the holders of the €45,211,000.00 6.75% bearer notes 2017/2027 of paragon GmbH & Co. KGaA (ISIN: DE000A2GSB86 / WKN: A2GSB8)

paragon GmbH & Co. KGaA, having its registered office in Delbrueck and registered with the Commercial Register of the Local Court of Paderborn under number HRB 13491, with business address at Bösendamm 11, 33129 Delbrueck (hereinafter also referred to as "paragon" or the "Issuer" and, together with its consolidated subsidiaries at the respective time, the "paragon Group"), hereby invites the holders (each a "Noteholder" and together the "Noteholders") of the

€ 45,211,000.00 6.75% bearer notes due 5 July 2027 of paragon GmbH & Co. KGaA

ISIN: DE000A2GSB86 / WKN: A2GSB8

divided into 45,211 partial bearer notes each with a nominal value of € 1,000.00 (each a "Note" and together the "Notes" or the "2017/2027 Notes") to cast their votes in a voting without meeting

within the period commencing on 27 November 2025, at 0:00 hours and ending on 29 November 2025, at 24:00 hours (the "Voting Period") vis-à-vis the notary public Dr Dirk Otto, DENK Rechtsanwälte Partnerschaftsgesellschaft mbB, with official residence in Frankfurt am Main and business premises at Lindenstraße 15, 60325 Frankfurt am Main ("Chairman of the Vote") ("Voting without Meeting"; the invitation to cast votes in a Voting without Meeting, the "Invitation to Vote").

1. Rationale for the Voting without Meeting

Note on the following section

The section "Rationale for the Voting without Meeting" has been prepared voluntarily by the issuer in order to explain the background to the items on the agenda and the specific proposals for resolutions to the bondholders. The relevant explanations are in no way to be understood as a conclusive basis for the bondholders' voting decision. Furthermore, the issuer does not guarantee that the section "Rationale for the Voting without Meeting" contains all information that is necessary or appropriate for the resolution, and neither the issuer nor its legal representatives, employees or advisors and authorised representatives or their respective legal representatives, employees and advisors, nor any other person guarantee the accuracy and completeness of the information contained in this section and accept no liability for the information contained therein, in particular for damages resulting from investment decisions made on the basis of the information contained in the section "Rationale for the Voting without Meeting". Accordingly, this request to vote in a vote without a meeting does not replace an independent review and evaluation of the items to be resolved and a further review of the legal, economic, financial and other circumstances of the issuer by each individual bondholder. Bondholders should not base their decision on the items to be resolved in the vote without a meeting solely on this request to vote, but should consult their own lawyers, tax and/or financial advisors and take into account all available information about the issuer.

This Invitation to Vote was published on 12 November 2025 in the Federal Gazette (Bundesanzeiger) and on the Issuer's website at www.paragon.ag. The information contained herein is current, unless otherwise stated. However, the information contained herein may become inaccurate after the date of publication of this Invitation to Vote. Neither the Issuer nor its legal representatives, employees or advisors and authorised representatives or their respective legal representatives, employees and advisors assume any obligation in connection with this Invitation to Vote to update the information contained herein or to provide information about circumstances after the date of this Invitation to Vote.

The section "Rationale for the Voting without Meeting" contains certain forward-looking statements. Forward-looking statements are all statements that do not relate to historical facts or events. This applies in particular to statements about the Issuer's intentions, plans or current expectations regarding its future financial and earnings position, liquidity, prospects, growth, strategy and profitability, as well as the economic conditions to which the Issuer is exposed. Forward-looking statements are based on the Issuer's current best knowledge and assumptions. However, such forward-looking statements are subject to risks and uncertainties, as they relate to future events and are based on assumptions that may or may not materialise in the future.

1.1 paragon Group at a glance

paragon GmbH & Co. KGaA (ISIN DE0005558696), listed on the Regulated Market (Prime Standard) of Deutsche Börse AG in Frankfurt am Main, develops, produces and distributes pioneering solutions in the fields of automotive electronics, body kinematics and electromobility. The portfolio of the market-leading direct supplier to the automotive industry includes innovative air quality management systems, modern display systems and high-end acoustic systems in the electronics segment. In the mechanics segment, paragon develops and produces active mobile

aerodynamics systems. In the automotive market for battery systems, paragon supplies power battery management systems and develops drive batteries.

In 2024, paragon also began to expand existing technologies in the "Interior" sector, in particular the acoustic systems under its own "ETON" brand, outside the automotive industry as a new business segment called "Consumer Products". An important step in this context was the acquisition of a licence for the "TELEFUNKEN" brand from the US brand owner, under which loud-speakers, sound systems and headphones are to be marketed.

In addition to its headquarters in Delbrueck (North Rhine-Westphalia), paragon GmbH & Co. Co. KGaA and its subsidiaries have locations in Suhl (Thuringia), Landsberg am Lech and Nuremberg (Bavaria), St. Georgen (Baden-Wuerttemberg), Limbach (Saarland) as well as in Kunshan (China), Detroit (USA), Bengaluru (India) and Oroslavje (Croatia).

1.2 Focus on core business

With the aim of strengthening the Group's core business, paragon has systematically sold off parts of the company that do not belong to its core portfolio in recent years.

For example, paragon sold all shares in paragon semvox GmbH, which develops AI-based solutions for voice control and human-machine interactions and represented the digital assistance division within the paragon Group, to Volkswagen's subsidiary CARIAD SE in a contract dated 1 December 2022. This purchase agreement was executed on 12 May 2023. The net proceeds from the sale amounted to approximately €37.5 million, of which approximately €30 million was used to further reduce the Group's debt, in particular to repay the pargon's CHF bond.

In August 2023, the lithium-ion starter battery business (and thus the majority of the Power division) was transferred to Clarios, a leading global manufacturer of low-voltage batteries, along with several engineers, by way of an asset deal, combined with a further cooperation and supply agreement. paragon will therefore continue to participate in Clarios' success in the future by supplying the electronics for battery management for its current and, if applicable, future business. The business with high-voltage drive battery systems using lithium-ion cell technologies based on flow-shape technology and battery management systems, which now constitutes the battery technology business segment, was not transferred. The transaction generated income of ϵ 6.6 million for paragon.

1.3 Current financial position and liquidity situation

a) Financing structure of the Issuer

paragon is financed through bank loans and predominantly through the 2017/2027 Notes. As of 30 September 2025, bank and bond liabilities less cash and cash equivalents amounted to ϵ 54.8 million, compared to ϵ 57.1 million as of 31 December 2024, of which approximately ϵ 44 million was attributable to the Notes. The net debt ratio rose by 6.6% to 3.29 as of 30 September 2025 compared to 3.08 as of 31 December 2024 due to lower cash and cash equivalents.

b) Current net assets, financial position and results of operations of the paragon Group

The following selected financial figures for the Issuer as of 30 September 2025 (including information on the same period of the previous year) were taken from the unaudited interim consolidated financial statements as of 30 September 2025. The information has not been reviewed or audited. The following figures have been rounded in accordance with commercial practice.

In € thousand or as stated	9 months to 30 September 2025	9 months to 30 September 2024	Financial year to 31 December 2024	Financial year to 31 December 2023
Revenue	83,444	106,262	135,744	161,647
EBITDA ¹	12,487	12,902	17,793	17,672
EBITDA margin in %	15.0	12.1	13.1	10.9
EBIT	4,766	3,918	786	1,052
EBIT margin in %	5.7	3.7	0.6	0.7
Consolidated net profit	-378	-1,004	-6,105	-10,571
Earnings per share in £ (basic				
and diluted)	-0.08	-0.22	-1.35	-2.34
Capital expenditure (CAPEX) ²	5,635	7,186	10,765	7,595
Operating cash flow	1,810	8,068	15,962	-6,163
Free cash flow ³	-3,825	882	5,197	-13,578

In € thousand or as stated	30 September 2025	31 Dec. 2024	31 Dec. 2023
Balance sheet total	98,347	98,317	108,520
Equity	-8,258	-9,953	-4,084
- of which loss carryforwards			
Equity ratio in %	-8.4	-10.1	-3.8
Cash	708	4,391	3,209
Bank and bond liabilities less cash and cash equivalents	57,105	54,827	57,650
EBITDA last 12 months	17,378	17,793	25,234
Net debt ratio ⁴	3.29	3.08	2.28
Employees (continuing operations) ⁵	679	684	740

Stable automotive core business with positive outlook despite highly challenging market environment

According to preliminary figures, consolidated sales in the third quarter of 2025 declined by 9.4% compared with the previous year, reflecting the lower level of call-offs from OEM customers. A nine-month comparison with the same period last year shows a 21.5% decline in sales; the effect of the sale of the profitable starter battery business to Clarios must also be taken into account here. The fact that paragon was nevertheless able to increase its EBITDA margin demonstrates the success of its efficiency improvement programmes and rigorous cost management. With this 21.5% decline in sales compared to the first nine months of 2024, paragon generated almost the same nominal EBITDA amount as in the same period of the previous year, according to preliminary figures, resulting in a significant improvement in the EBITDA margin from 12.1% to 15.0%. Against the backdrop of high financing expenses of ϵ 4.9 million (previous year: ϵ 4.6 million) and taking into account own work to be capitalised in accordance with IFRS accounting standards in the amount of ϵ 4.8 million, only ϵ 2.9 million of EBITDA remained in the reporting period for

¹ For information on the calculation of EBITDA, please refer to the explanations in the combined management report in the annual report

² CAPEX = Investments in property, plant and equipment + Investments in intangible assets

³ Free cash flow = Operating cash flow – Investments (CAPEX)

⁴ As defined in Section 3 of the bond terms and conditions WKN A2GSB8 (loans plus bonds minus cash and cash equivalents divided by EBITDA)

⁵ Plus 14 temporary workers (31 December 2024: 6)

liquidity generation, which was mainly used for investments. EBIT increased from €3.9 million in the first nine months of 2024 to almost €4.8 million in the nine-month period ending 30 September 2025, corresponding to an EBIT margin of 5.7% (previous year: 3.7%).

Operating cash flow declined significantly, and paragon recorded a negative free cash flow of approximately \in 3.8 million in the nine-month period ending 30 September 2025. As of 30 September 2025, cash and cash equivalents amounted to only \in 708,000. Bank loans were only available to an insignificant extent. Trade payables were only reduced by \in 171 thousand to \in 25.9 million between 30 June 2025 and 30 September 2025.

Solid operating performance in 2025 and cautiously positive outlook

Despite the recent turmoil in the automotive industry, paragon was able to benefit from its consistently innovative product portfolio in 2025.

Contrary to all the negative news from the industry, paragon confirms its annual revenue forecast of \in 115 to \in 120 million for its core automotive business, which it last published on 19 August 2025 on the occasion of its half-year results, and raises its EBITDA forecast for the automotive business. August 2025 on the occasion of its half-year results and is slightly raising its EBITDA forecast for the automotive business for 2025 from approximately \in 18.0 million to approximately \in 19.0 million.

As previously announced, however, the start-up phase of the new additional business with consumer products is taking significantly longer than originally expected due to delays in the activation of distribution channels. Most recently, severe weather in China has also hampered the supply chain that had already been established. The Company has therefore changed its plans and does not expect this business segment to ramp up sustainably until next year.

The consolidated forecast for the paragon Group from the end of last year is no longer achievable due to start-up delays in the consumer business. This is primarily due to the delayed provision of licensed products and longer delivery times as a result of international supply chain problems. Most recently, weather-related disruptions in parts of China have led to further delivery delays from suppliers. A paragon employee was sent to the site to assess the situation. The issuer expects consolidated EBITDA to be in the region of $\[mathbb{e}\]$ 19.0 million. As stated, this EBITDA is not yet sufficient to create adequate liquidity reserves.

Reference to risks threatening the Company's continued existence

The auditor has issued an unqualified audit opinion on the Issuer's consolidated financial statements for the past financial year ending 31 December 2024 (as in previous years). However, the Company refers to the information contained in the section "Facts threatening the continued existence of the Company" in the 2024 notes to the consolidated financial statements and in the section "Risks threatening the continued existence of the Company" in the combined group management report, as well as to the auditor's note and comments on "Significant uncertainty in connection with the continuation of business activities" in its audit opinion.

This states: "The Group's liquidity situation has not normalised and the willingness of lenders and equity providers to provide the Group with additional funds is limited. In addition, there is a risk that the bond issued by paragon GmbH & Co. KGaA could be called in the event of default on the semi-annual interest payments. As a result of the tense liquidity situation, deferral agreements were reached with suppliers and service providers, among other things, and further measures to support liquidity were initiated.

If the planned sales level and profitability are not achieved or a suitable financing structure is not concluded, it would not be possible to return to the original payment agreements. If suppliers and

service providers no longer accept the extended payment terms and deferrals, or if the bond becomes due at short notice, the Group's solvency would be at risk. As explained in the aforementioned sections of the notes to the consolidated financial statements and the combined management report, these events and circumstances indicate that there is significant uncertainty that could cast doubt on the Group's ability to continue as a going concern and that constitutes a risk to the Group's continued existence within the meaning of Section 322 (2) sentence 3 of the German Commercial Code (HGB)."

For details of paragon's net assets, financial position and results of operations, as well as the associated risks, please refer to the audited consolidated financial statements as at 31 December 2024 and the group management report for the 2024 financial year, published on 30 April 2025, which are available on the Company's website (https://ir.paragon.ag/en/reports-and-releases/financial-reports/annual-reports) under the heading "Annual Reports".

The interim group report as at 30 September 2025, published on 12 November 2025, is also available on the company's website (https://ir.paragon.ag/en/reports-and-releases/financial-reports/interim-reports) under the heading "Interim Reports".

1.4 Current status of the 2017/2027 Notes

Prolongation in March 2022 and adjustment of individual bond terms

On 10 March 2022, in a Noteholders' meeting held in accordance with the provisions of the German Bond Act (SchVG) Noteholders resolved to extend the term of the 2017/2027 Notes by five years (with maturity now on 5 July 2027) and to adjust certain terms of the Notes. This included a switch to semi-annual interest payments and a base interest coupon of 6.75% p.a., which may decrease depending on paragon's net leverage ratio. In addition, a so-called PIK interest element was added, which provided for the granting of convertible bonds in the equivalent of 3.0% p.a. of the nominal amount, or alternatively an additional interest payment of 2.5% p.a. The total interest rate on the 2017/2027 Notes in the current 2025 financial year is 8.75%. The PIK interest element has always had to be paid in cash to date, as the granting of convertible bonds with the features provided for in the amended bond terms was not possible under German stock corporation law (Aktienrecht).

Furthermore, the amended terms and conditions of the Notes provided for mandatory repurchases or partial terminations, particularly in the event of proceeds being generated from company sales.

Notes Repurchases

As part of an initial bond repurchase offer in 2023, paragon acquired bonds with a nominal value of €4.789 million, reducing the nominal amount of the Notes to €45,211,000.00 through redemption

In addition, on 6 November 2023, paragon began repurchasing the Notes on the stock exchange for a total nominal amount of up to €20.2 million. The current bond repurchase programme will run until 30 June 2027 at the latest. The repurchase is being carried out by an independent securities service provider. Based on two independent legal opinions regarding the purchase price and acquisition volume, the provider must comply with the prohibition of market abuse (so-called "safe harbour regulations"). As a result, no more than 25% of the average daily turnover (20-day average) in the Notes may be acquired on the stock exchange on any given day. In order not to influence the market price, purchases may not be made at the daily high. The bond repurchase is carried out via the regional stock exchanges in Stuttgart, Frankfurt and Tradegate Exchange. By 30 September 2025, Notes with a total nominal value of €1,432,000.00 had been repurchased in this way.

1.5 Reasons for convening a Vote without Meeting

The Company is in talks with banks and financiers to expand its financial scope with new funds. In the current market situation, it is already difficult for automotive suppliers to obtain debt capital. However, with reference to the bond maturity in mid-2027, no financier has yet been willing to provide paragon with new funds.

Although the bond still has a remaining term of one year and eight months, the Company is increasingly finding that paragon's customers, especially the large OEMs, regard the bond maturity in 2027 as a risk to the financial stability of their supplier and are taking this into account negatively when awarding contracts. As a result, paragon has already lost significant customer orders for this reason. There is a risk that new orders with longer terms will no longer be awarded to the Company.

This is all the more true given that the automotive industry is currently facing major challenges, above all the dwindling market share of foreign OEMs in China, the world's largest automotive market, and US tariff policy, which is making exports to the US considerably more expensive and difficult. The major OEMs are struggling with declining sales figures, which is also forcing their suppliers to constantly adjust their cost structures. Further challenges may arise from the current and renewed chip crisis if OEMs are forced to temporarily shut down production due to problems in the supply chain.

Against this backdrop and without knowing the state of the capital markets in 2027, the management estimates that refinancing the 2017/2027 Notes in 2027 will be very difficult and expects this shorter maturity to have an increasingly negative impact on paragon's business model. In the management's opinion, repayment with the Company's own cash flow is impossible from today's perspective.

Although operational improvements and cost savings have enabled paragon to maintain its results despite lower sales, as explained above, paragon's financial leeway is currently not sufficient to cope with further declines in sales – for example, due to possible production stoppages at car manufacturers caused by a lack of Nexperia components. At the same time, paragon must take advantage of market opportunities domestically and abroad in order to generate sales growth again, which requires liquidity as a first step. In addition to enabling the raising of external funds, this requires the consistent continuation of improvement programmes and the further adjustment of fixed cost structures to the decline in sales. This will take some time and financial relief.

The terms and conditions of the Notes as amended by the Noteholders' resolutions of 10 March 2022 did not sufficiently take into account developments in recent years and need to be adjusted accordingly. This applies in particular to the PIK interest element in the form of convertible bonds, which was originally intended as a liquidity-saving "equity kicker" but, in practice, cannot be granted in this form for reasons of stock corporation law and instead costs the Company additional liquidity. Furthermore, mandatory partial repayments and repurchases are no longer appropriate or necessary, as, on the one hand, no sales of Group companies are planned or possible and, on the other hand, the Company has already proven that it is willing to reduce its debt and will continue to do so actively.

At the same time, the Company is prepared to amend the terms and conditions of the Notes with collateral in favour of the Noteholders in the form of unconditional and irrevocable guarantees from the two main operating subsidiaries, paragon movasys GmbH and paragon electronic GmbH.

In order to prepare the Company for the challenges still to come in the automotive market and to make it "winter-proof", and in order to take advantage of the market opportunities arising in the wake of the looming crisis, the management believes that an extension of the 2017/2027 Notes at

this point in time, combined with a deferral of interest payments for one interest year and further adjustments to the terms and conditions, also in favour of the Noteholders, is the best way to respond to the aforementioned challenges and to give the Company a certain "breathing space" to regain momentum. Therefore, on 10 November 2025, paragon decided to initiate a Noteholder vote to restructure the Notes and informed the public accordingly.

The extension of the 2017/2027 and the one-year interest pause will, in the opinion of the Issuer's management, also contribute significantly to paragon's return to the original payment agreements with suppliers and service providers and the repayment of deferred liabilities in the course of the 2026 financial year, taking into account the sales planned for this year and the forecast operating profitability. The Issuer's management believes that the elimination of the PIK interest rate will make an important contribution to paragon's continued positive development in the coming years.

The management therefore requests the Noteholders of the 2017/2027 Notes to approve the amended terms and conditions based on the proposed resolutions as briefly outlined in section 1.6 and formulated in detail in section 2.

1.6 Proposed Resolutions

Against this background, the Issuer proposes that the Noteholders of the 2017/2027 Notes adopt the following resolutions in particular, which are set out in more detail in section 2:

- (i) Extension of the term of the 2017/2027 Notes by four years, i.e. until 5 July 2031 (prolongation);
- (ii) Deferral of the interest coupons due on 5 January 2026 and 5 July 2026 in accordance with Section 3 (a) (ii) of the terms and conditions, with subsequent payment at the end of the term (interest suspension); and precautionary waiver by the Noteholders of any termination rights pursuant to Section 7 (a) (i) of the terms and conditions of the 2017/2027 Notes with regard to this deferral;
- (iii) Waiver of the PIK interest element pursuant to Section 3 (a) (ii) of the terms and conditions (additional PIK interest of 2.5% p.a. or, alternatively, the granting of convertible bonds amounting to 3.0% of the principal amount);
- (iv) Waiver of certain mandatory partial repayments or repurchases;
- (v) Granting of unconditional and irrevocable guarantees by paragon movasys GmbH and paragon electronic GmbH regarding the payment of the principal (nominal amount and interest) payable by paragon under the 2017/2027 Notes in favour of the bond creditors and deletion of § 2 (c), which has become obsolete; and
- (vi) Confirmation of the appointment of the joint representative for the extended term of the 2017/2027 Notes / Precautionary re-election of a joint representative.

Noteholders should note that a resolution on the proposed agenda items can only be passed by the Noteholders if noteholders holding at least fifty per cent of the outstanding Notes at the time of the resolution participate in the Vote without Meeting. In the event of a second meeting, which may be necessary, the quorum shall be twenty-five per cent of the outstanding Notes at the time of the meeting. Noteholders are therefore urged to participate in the vote.

In accordance with the terms and conditions (§ 11) and the provisions of § 18 of the German Bond Act (*Schuldverschreibungsgesetz*, "**SchVG**"), this resolution will be carried out as a vote without a meeting.

1.7 Information about the Guarantors

In return for the deferral of interest payments and the adjustment of the interest rate structure, unconditional and irrevocable guarantees are to be provided by two significant subsidiaries of paragon, paragon movasys GmbH and paragon electronic GmbH (together the "Guarantors"). The Guarantors are debt-free and profitable over the year as a whole and together represent paragon's entire production in Europe.

a) paragon movasys GmbH

paragon movasys GmbH, based in Delbrueck, registered in the commercial register of the Paderborn Local Court under HRB 13474 and with its business address at Bösendamm 11, 33129 Delbrück ("**paragon movasys**"), represents the body kinematics segment of the paragon Group. paragon is the sole shareholder of paragon movasys.

The following selected financial figures for paragon movasys GmbH as of 31 December 2024 (including information on the same period of the previous year) were taken from the company's unaudited annual financial statements as of 31 December 2024. The figures have not been reviewed or audited and have been rounded for commercial purposes.

In € thousand or as stated	1 Jan. to 30 Sept. 2025	1 Jan. to 31 Dec. 2024
Revenue	30,632	46,947
Cost of materials	20,809	30,174
Personnel expenses	7,115	9,146
EBIT	48	1,113
EBT	-151	-934
Annual result	-151	-695

In € thousand or as stated	30 September 2025	31 Dec. 2024
Balance sheet total	16,119	16,096
Equity	-17,701	-17,550
Cash	1	586
Liabilities to banks	43	0

b) paragon electronic GmbH

paragon electronic GmbH, based in Delbrueck, registered in the commercial register of the Paderborn Local Court under HRB 12209 and with its business address at Bösendamm 11, 33129 Delbrück ("**paragon electronic**") (formerly productronic GmbH), bundles the production activities in the electronics sector, paragon is the sole shareholder of paragon electronic.

The following selected financial figures for paragon electronic GmbH as at 31 December 2024 (including information on the previous year's period) were taken from the company's unaudited annual financial statements as at 31 December 2024. The figures have not been reviewed or audited and have been rounded for commercial purposes.

In € thousand or as stated	1 Jan. to 30 Sept. 2025	1 Jan. to 31 Dec. 2024
Revenue	38,513	65,883
Cost of materials	22,314	38,658
Personnel expenses	8,545	12,504
EBIT	1,117	2,913
EBT	1,084	3,642
Net income (before profit transfer)	1,084	3,642

In € thousand or as stated	30 September 2025	31 Dec. 2024
Balance sheet total	28,443	26,529
Equity	8,904	7,819
Cash	0	14
Liabilities to banks	0	0

Service agreement

On the basis of a basic service agreement (*Leistungsgewährungsgrundvertrag*) with paragon, paragon provides paragon electronic GmbH with intra-group services, in particular by transferring fixed assets to paragon electronic in order to ensure the independent production of electronic components for the paragon Group.

Profit Transfer Agreement

A profit transfer agreement dated 10 March 2016 exists between paragon (as the controlling company) and paragon electronic (as the controlled company), under which the controlled company is obliged to transfer the annual net profit from its commercial balance sheet to the controlling company at the end of each financial year for the duration of the agreement. Profit is defined as the net income that would have been generated without the profit transfer, less any loss carryforward from the previous year under commercial law and the amount to be allocated to statutory or statutory reserves. The profit transfer may not exceed the amount specified in Section 301 of the German Stock Corporation Act (AktG) in its currently valid version. The parent company is obliged to compensate for any annual deficit incurred by the subsidiary during the term of the agreement. The profit transfer agreement has not been terminated.

1.8 What happens if the resolutions are not passed as proposed?

As already explained, the Company is increasingly finding that paragon's customers, especially the large OEMs, regard the bond maturity in 2027 as a risk to paragon's financial stability and are taking this into account negatively when awarding contracts, with the result that paragon has already lost significant orders. The Company expects this trend to continue, meaning that its operating business is likely to perform worse in the future than if an extension of the Notes is approved.

Against the backdrop of the major challenges currently facing the automotive industry and in light of its ongoing market observations, the Company also considers the refinancing of the 2017/2027 Notes in 2027 to be difficult.

In the management's opinion, repayment from the Company's own cash flow is impossible from today's perspective.

In this context, the Company would also like to reiterate the liquidity risks that threaten its existence. If the planned sales level and profitability are not achieved due to a weaker market, or if it is not possible to improve the Group's financing structure, it would not be possible to return to the original payment agreements with suppliers and service providers. If they no longer accept the extended payment terms and deferrals, or if external financing becomes due, the Group's solvency would be at risk.

As part of its financial reporting, the Company regularly reviews whether its continued existence is still assured. The corresponding forecast period is 12 to 18 months (in the sense of a forecast). The company therefore assumes that if the bond extension fails and no other financing alternatives are available, the Company's auditor will no longer issue an audit opinion for the 2025 financial statements, which would further complicate refinancing and operations.

In addition, the Company would have to examine whether it would be insolvent or over-indebted without bond refinancing or at least a secure prospect of such refinancing. If insolvency or over-indebtedness were to be determined, the Company would have to file for insolvency immediately. In this context, the Company points to the current market capitalisation of paragon shares, which is less than &0.12 million. In the event of insolvency, this is likely to fall even further. In addition to the liabilities from the 2017/2027 Notes, the paragon Group also has liabilities to banks and trade payables (*Verbindlichkeiten aus Lieferungen und Leistungen*).

2. Items of Voting without Meeting and proposed resolutions of Issuer

2.1 Agenda Item 1 - Amendment of the term of the Notes

The Issuer proposes that the following resolution be adopted:

Agenda item 1.1 Amendment of Section 4 of the bond terms and conditions (maturity, repayment, early repayment for tax reasons, at the discretion of the issuer and at the discretion of the bondholders in the event of a change of control, and repurchase)

Section 4 (a) of the terms and conditions (maturity) is amended and reworded as follows:

- (a) Die Schuldverschreibungen werden am 5. Juli 2031 (der "Fälligkeitstermin") zum Nennbetrag zurückgezahlt (der "Rückzahlungsbetrag"). §3 (b) bleibt unberührt. Eine vorzeitige Rückzahlung findet außer in den nachstehend genannten Fällen nicht statt.
- (a) The Notes will be redeemed at par (the "Final Redemption Amount") on 5 July 2031 (the "Redemption Date"). §3 (b) shall apply separately. There will be no early redemption except in the following cases."

Section 4 (c) of the terms and conditions is amended and reworded as follows:

- (c) Vorzeitige Rückzahlung nach Wahl der Emittentin. Die Emittentin ist berechtigt, die jeweils ausstehenden Schuldverschreibungen mit einer Frist von mindestens 30 Tagen und höchstens 60 Tagen durch Bekanntmachung
- (c) Early Redemption at the Option of the Issuer. The Issuer may, upon not less than 30 days' and not more than 60 days' notice to be given by publication in accordance with § 12 and in compliance with this § 4 (c), declare due and

gemäß § 12 und im Einklang mit diesem § 4 (c) insgesamt oder teilweise ab dem ersten Kalendertag des jeweiligen Wahl-Rückzahlungsjahrs (wie nachstehend definiert) zu dem dann anwendbaren Wahl-Rückzahlungsbetrag (Call) (wie nachstehend definiert) zuzüglich etwaiger bis zum relevanten Wahl-Rückzahlungstag (ausschließlich) aufgelaufener und noch nicht gezahlter Zinsen zu kündigen und vorzeitig zurückzuzahlen.

redeem the Notes, in whole or in part, as of the first calendar day of the respective Call Redemption Year (as defined below) at the applicable Call Redemption Amount (as defined below) plus accrued and unpaid interest to (but excluding) the relevant Call Redemption Date (as defined below) fixed for redemption.

Eine teilweise Kündigung und teilweise vorzeitige Rückzahlung der Schuldverschreibungen durch die Emittentin kann jedoch nur unter der Voraussetzung erfolgen, dass (i) Schuldverschreibungen mit einem Gesamtnennbetrag von mindestens € 3.000.000,00 (in Worten: fünf Millionen Euro) gekündigt und zurückgezahlt werden.

An early termination and redemption in part of the Notes may only be declared by the Issuer and shall only valid under the condition that (i) the aggregate principal amount of Notes so terminated and redeemed is at least € 3,000,000.00 (in words: five million euros).

Wahl- Rückzahlungsjahr	Wahl- Rückzahlungs- betrag (Call)	Call Redemption Year	Call Redemption Amount
5. Juli 2026 (einschließlich) bis 5. Juli 2027 (ausschließlich)	103 % des Nennbetrags	5 July 2026 (inclusive) to 5 July 2027 (exclusive)	103 % of the Principal Amount
5. Juli 2027 (einschließlich) bis 5. Juli 2028 (ausschließlich)	102 % des Nennbetrags	5 July 2027 (inclusive) to 5 July 2028 (exclusive)	102 % of the Principal Amount
5. Juli 2028 (einschließlich) bis 5. Juli 2029 (ausschließlich)	101 % des Nennbetrags	5 July 2028 (inclusive) to 5 July 2029 (exclusive)	101 % of the Principal Amount
5. Juli 2029 (einschließlich) bis 5. Juli 2031 (ausschließlich)	100 % des Nennbetrags	5 July 2029 (inclusive) to 5 July 2031 (exclusive)	100 % of the Principal Amount

"Wahl-Rückzahlungstag" bedeutet denjenigen Tag, der in der Erklärung der Kündigung nach diesem § 4(c) als Tag der Rückzahlung festgelegt wurde. "Call Redemption Date" means the date specified in the notice pursuant to § 4 (c) as the relevant redemption date.

Die vorzeitige Rückzahlung der Schuldverschreibungen nach diesem § 4(c) ist den Anleihegläubigern durch eine unwiderrufliche Kündigungserklärung zu erklären, die gemäß § 12

The early redemption of the Notes pursuant to this § 4 (c) shall be declared by the Issuer to the Noteholders by way of an irrevocable notice of termination to be published in accordance with § 12. Such notice of termination shall specify

bekannt zu machen. Die Kündigungserklärung hat die folgenden Angaben zu beinhalten: (i) eine Erklärung, ob die Schuldverschreibungen ganz oder teilweise zurückgezahlt werden und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen, (ii) den Wahl-Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigungserklärung durch die Emittentin gegenüber den Anleihegläubigern liegen darf und (iii) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden. Der Wahl-Rückzahlungstag muss ein Geschäftstag im Sinne von § 5(c) sein.

the following details: (i) a statement as to whether the Notes are to be redeemed in whole or in part and, in the letter case, the aggregate principal amount of the Notes which are to be redeemed; (ii) the Call Redemption Date, which shall be not less than 30 days and not more than 60 days after the date on which the notice of termination is being given by the Issuer to the Noteholders, and (iii) the Call Redemption Amount at which the Notes are to be redeemed. The Call Redemption Date must be a Business Day within the meaning of § 5(c).

Section 4 (e) (1) sentence 2 of the terms and conditions (25% quorum as a prerequisite for the effectiveness of an individual exercise of the put option) is deleted.

Section 4 (e) (2) (i) of the terms and conditions of the Notes (definition of change of control) is supplemented as follows:

Ein "Kontrollwechsel" liegt vor, wenn eines der folgenden Ereignisse eintritt:

(i) die Emittentin erlangt Kenntnis davon, dass eine Dritte Person oder gemeinsam handelnde Dritte Personen im Sinne von § 2 Abs. 5 Wertpapiererwerbs- und Übernahmegesetz (WpÜG) (jeweils ein "Erwerber") der rechtliche oder wirtschaftliche Eigentümer von mehr als 50 % der Stimmrechte der Emittentin geworden ist, oder die direkte, indirekte oder zugerechnete stimmenmäßige und/oder kapitalmäßige Mehrheit an der persönlich haftenden Gesellschafterin der Emittentin, paragon GmbH, erlangt; oder

"Change of Control" means the occurrence of any of the following events:

(i) the Issuer becomes aware that any Third Person or group of Third Persons acting in concert within the meaning of § 2 (5) of the German Securities Acquisition and Takeover Act (Wertpapiererwerbs- und Übernahmegesetz, WpÜG) (each an "Acquirer") has become the legal or beneficial owner of more than 50 % of the voting rights of the Issuer, or has acquired the direct, indirect or attributed majority of voting rights and/or capital in the issuer's general partner, paragon GmbH; or

Section 4 (h) of the terms and conditions (Mandatory repurchases or repayments) is deleted.

Agenda Item 1.2 Amendment to § 3 of the Terms and Conditions (Interest)

In § 3 (a) (ii) of the terms and conditions, the first three paragraphs and the penultimate paragraph are deleted.

The following new paragraph (b) is inserted in § 3:

- (b) Die zu den Zinszahlungsterminen 5. Januar 2026 und 5. Juli 2026 fälligen Zinszahlungen entfallen. Der Zinsbetrag für die entsprechenden Zinsperioden wird in einer Zahlung am Fälligkeitstermin nachgezahlt ("Zinsnachzahlung"); Zinseszins wird
- (b) The interest payments due on the Interest Payment Dates 5 January 2026 and 5 July 2026 are waived. The interest amounts for the corresponding Interest Periods shall be paid in one payment in arrears on the Final Redemption Date ("Deferred Interest Payment"); no compound interest shall be

hierfür nicht geschuldet. Sofern die Emittentin vorzeitige Rückzahlungen vornimmt, erfolgt die Zinsnachzahlung mit der letzten, die Schuldverschreibung vollständig tilgenden Teilrückzahlung.

payable on this amount. Should the Issuer make early redemptions, the Deferred Interest Payment shall be made together with the last partial repayment that fully redeems the Notes.

The previous paragraphs (b) and (c) of § 3 become paragraphs (c) and (d).

Agenda Item 1.3 Amendment to Section 2 of the Terms and Conditions of the Notes (Status of the Notes and Negative Undertaking)

The heading of Section 2 is reworded as follows:

(Status der Schuldverschreibungen, Negativerpflichtung und Garantie) (Status of the Notes, Negative Pledge and Guarantee)

Section 2 (c) of the Terms and Conditions of the Notes shall be deleted and replaced by the following new paragraph:

- Garantie. Die paragon movasys GmbH, mit Sitz in Delbrück und eingetragen im Handelsregister des Amtsgerichts Paderborn unter HRB 13474, und die paragon electronic GmbH, mit Sitz in Delbrück, eingetragen im Handelsregister des Amtsgerichts Paderborn unter HRB 12209, (jeweils eine "Garantin" und zusammen die "Garantinnen") übernehmen jeweils als Gesamtschuldner gemäß Garantien vom [29. November 2025] (zusammen die "Garantien" und jeweils eine "Garantie") gegenüber der Zahlstelle (wie in § 9 definiert) zugunsten der Anleihegläubiger die unbedingte und unwiderrufliche Garantie für die Zahlung von Kapital, Zinsen und etwaigen sonstigen Beträgen, die nach diesen Anleihebedingungen von der Emittentin zu zahlen sind.
- (i) Jede Garantie begründet eine unmittelbare und nicht nachrangige Verpflichtung der jeweiligen Garantin, die mit allen anderen gegenwärtigen und zukünftigen nicht besicherten und nicht nachrangigen Verbindlichkeiten der jeweiligen Garantin zumindest im gleichen Rang steht, mit Ausnahme von Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind. Mit der Erfüllung einer Zahlungsverpflichtung der Garantinnen zugunsten eines Anleihegläubigers aus den von ihnen gewährten Garantien erlischt zugleich das jeweilige garantierte Recht eines Anleihegläubigers aus den Anleihebedingungen.
- (ii) Jede Garantie stellt einen echten Vertrag zugunsten der jeweiligen Anleihegläubiger als begünstigte Dritte gemäß § 328 Absatz

- Guarantee. paragon movasys GmbH, with registered office in Delbrück and registered in the commercial register of the Paderborn Local Court under HRB 13474, and paragon electronic GmbH, with registered office in Delbrück and registered in the commercial register of the Paderborn Local Court under HRB 12209, (each a "Guarantor", and together the "Guarantors") have each assumed on a joint and several basis pursuant to guarantees dated [29 November 2025] (together the "Guarantees" and each a "Guarantee") vis-à-vis the paying agent (as defined in § 9) in favour of the Noteholders, the unconditional and irrevocable guarantee for the payment of principal, interest and any other amounts payable by the Issuer under these Terms and Conditions.
- (i) Each Guarantee constitutes a direct and unsubordinated obligation of the relevant Guarantor, ranking at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the relevant Guarantor, save for such obligations which may be preferred by applicable law. Upon discharge of any payment obligation of the Guarantors subsisting under the Guarantees in favour of any Noteholder, the relevant guaranteed right of such Noteholder under the Terms and Conditions will cease to exist.
- (ii) Each Guarantee constitutes a genuine contract in favour of the respective Noteholders as beneficiary third parties (*echter Vertrag zugunsten Dritter*) pursuant to § 328

- 1 BGB dar, so dass ausschließlich die jeweiligen Anleihegläubiger die Erfüllung der Garantie unmittelbar von den Garantinnen verlangen und gegen die Garantinnen durchsetzen können. Die Zahlstelle, gegenüber der die Garantien abgegeben werden, ist zu keiner Zeit berechtigt oder verpflichtet Ansprüche der Anleihegläubiger gegen die Emittentin oder die Garantinnen geltend zu machen oder durchzusetzen und es bestehen keinerlei Ansprüche der Anleihegläubiger gegen die Zahlstelle.
- (iii) Die Zahlstelle, gegenüber der die Garantien abgegeben werden, handelt nicht als Treuhänderin, Bevollmächtigte oder in einer anderen ähnlichen Eigenschaft für die Anleihegläubiger. Insbesondere trägt die Zahlstelle keine Verantwortung für die Rechtswirksamkeit, den Umfang und die Durchsetzbarkeit der Garantien.
- (1) German Civil Code (BGB), such that exclusively the respective Noteholders can demand performance of the Guarantees directly from, and enforce the Guarantees directly against, the Guarantors. The Paying Agent to which the Guarantees are given shall, at no time, be authorised or obliged to assert or enforce any claims of the Noteholders against the Issuer or the Guarantors and Noteholders shall not be entitled to pursue any claims against the Paying Agent.
- (iii) The Paying Agent to whom the Guarantees are given is not acting as trustee, agent or in any other similar capacity for the Noteholders. In particular, the Paying Agent shall have no responsibility for the legal validity, scope and enforceability of the Guarantees.

A sample of the guarantee can be viewed on the Issuer's website together with the voting documents and the amended terms and conditions.

Agenda Item 1.4 Amendment to Section 7 of the Terms and Conditions (Right of Termination by Noteholders)

Section 7 (a) (i) is reworded as follows:

- (i) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt;
- (i) the Issuer fails to provide principal or interest within 7 days from the relevant due date;

Section 7 is supplemented by the following new paragraph (d):

- (d) Im Hinblick auf die Stundung der zum 5. Januar 2026 und zum 5. Juli 2026 fälligen Zinszahlungen gemäß § 3 (b) dieser Anleihebedingungen verzichten die Anleihegläubiger vorsorglich auf etwaige Kündigungsrechte gemäß § 7 (a) (i) dieser Anleihebedingungen. Dieser Verzicht schränkt in keiner Weise den Anspruch der Anleihegläubiger auf die Zinsnachzahlung nicht ein.
- (d) With regard to the deferral of interest payments due on 5 January 2026 and 5 July 2026 in accordance with Section 3 (b) of these Terms and Conditions, the Noteholders waive, as a precautionary measure, any right to declare the Notes due and demand immediate redemption thereof in accordance with Section 7 (a) (i) of these Terms and Conditions. This waiver shall not limit in any respect the Noteholders' entitlement to the Deferred Interest Payment.

2.2 Agenda item 2 – Other resolutions

Confirmation of the appointment of the joint representative for the extended term of the 2017/2027 Notes / Precautionary re-election of a joint representative

The Issuer proposes that the following resolution be adopted:

"The joint representative of the Noteholders elected by resolution of the Noteholders on 10 March 2022, Ms Daniela Bergdolt, solicitor, Munich, is confirmed in her office as joint representative for the extended term of the Notes."

<u>Note</u>: The Issuer's proposed resolutions under item 2.1 (agenda items 1.1 to 1.4) will only be put to the vote uniformly.

3. Legal basis for Voting without Meeting, quorum and majority requirements

- 3.1 In accordance with § 11 (a) of the Terms and Conditions of the Notes the Issuer may amend the Terms and Conditions with the consent of the Noteholders on the basis of a majority resolution of the Noteholders pursuant to section 5 et seq. of the German Bond Act (SchVG), as amended from time to time.
- 3.2 Resolutions of the Noteholders shall be passed either in a noteholders' meeting in accordance with § 11(c)(i) of the Terms and Conditions of the Notes or by means of a Voting without Meeting in accordance with § 11(c)(ii) of the Terms and Conditions of the Notes pursuant to section 18 of the German Bond Act. The decision is incumbent on the Issuer.
- 3.3 In the event of a Voting without Meeting, a quorum shall be deemed to exist pursuant to section 18 para. 1 German Bond Act in conjunction with section 15 para. 3 sentence 1 German Bond Act, if at least fifty percent of the Notes outstanding at the time the resolution is passed participate in the Voting without Meeting.
- 3.4 The resolutions pursuant to section 2.1 of this Invitation to Vote (Agenda Item 1) require a majority of at least 75 per cent of the voting rights participating in the Vote without Meeting pursuant to section 11 (b) sentence 2 of the terms and conditions of the Notes in order to be effective. The resolution pursuant to section 2.2 of this Invitation to Vote (Agenda Item 2) requires a majority of at least 50 per cent of the voting rights participating in the vote without a meeting in order to be effective.

4. Legal consequences if resolutions are adopted

If the Noteholders validly adopt the resolutions pursuant to Agenda Item 2, this has, in particular, the following legal consequences:

A resolution of the Noteholders passed with the required majority is equally binding on all Noteholders.

5. Procedure of Voting without Meeting and type of voting

- 5.1 The Voting without Meeting is chaired by the notary Dr Dirk Otto, Frankfurt/Main in his capacity as Chairman of the Voting Process pursuant to section 18 para. 2 German Bond Act.
- 5.2 Noteholders wishing to participate in the Voting without Meeting must submit their vote in text form (section 126 b German Civil Code (*Bürgerliches Gesetzbuch BGB*)) during the Voting Period (from 27 November 2025, at 0:00 hours to 29 November 2025, at 24:00 hours) to the Chairman of the Voting Process at the address below ("Voting"). A Voting is deemed to have been made upon receipt by the Chairman of the Voting Process. Votes not

received by the Chairman of the Voting Process within the Voting Period, i.e. either too early or too late, will not be taken into account.

5.3 Voting shall be made by mail, fax or email to the following address:

Notary Dr Dirk Otto
- Chairman of the Voting Process DENK Rechtsanwälte Partnerschaftsgesellschaft mbB
"2017/2027 Notes of paragon GmbH & Co. KGaA: Voting without Meeting"

Postal address: Lindenstraße 15, 60325 Frankfurt/Main Fax: +49 (0)69 975828-28 Email: abstimmung@denk-legal.de

The following documents shall be enclosed to the voting document, unless such evidence has already been provided:

- evidence of the right to participate in the Voting without Meeting in the form of a Special Proof with Blocking Note issued by the depository bank (as defined in clause 6.3);
- evidence of statutory power of representation in accordance with clause 6.5 if the Noteholder is represented by a legal representative (e.g. a child by its parents, a ward by its guardian) or official administrator (e.g. an insolvency debtor by the appointed insolvency administrator); and
- a power of attorney in accordance with clause 8, if the Noteholder is represented by a third party in the Voting without Meeting.

Furthermore, Noteholders who are legal entities or partnerships under German law or under foreign law are requested to provide evidence of their power of representation by submitting a current excerpt from a relevant register or other equivalent confirmation in accordance with clause 6.4. Presentation of such evidence is not a prerequisite for participation in the Voting without Meeting.

- 5.4 In order to facilitate and expedite the counting of votes, Noteholders are requested to use the Voting form provided by the company which will be available for download on the Issuer's website at www.paragon.ag under "Investors/Bonds/Bond 2017/2027/Documents" as of the date of publication of this Invitation to Vote. The validity of a Voting does not depend on the use of such form. The Voting form will also include any countermotions and/or supplementary motions that are filed in due form and in due time. If the Chairman of the Voting Process receives timely and duly filed countermotions after publication of this Invitation to Vote, the form will be updated accordingly.
- 5.5 The voting result is determined by the addition method. In the addition method, only the Yes votes and the No votes are counted. All votes duly cast in the Voting Period and accompanied by the required supporting documents will be taken into account.
- 6. Right to participate, voting rights and evidence

- 6.1 Each Noteholder who provides evidence of its holding of the Notes at the time of Voting in accordance with the provisions of clause 6.3 by the end of the Voting Period at the latest shall be entitled to participate in the Voting without Meeting.
- 6.2 Each Noteholder participates in the Voting without Meeting on the basis of the nominal value held by it or the notional share of its entitlement to the Notes of paragon GmbH & Co. KGaA outstanding at the time of the resolution. Each Note entitles its holder to one vote.
- 6.3 Noteholders are required to provide evidence of their right to participate in the Voting without Meeting by the end of the Voting Period at the latest. For this purpose, a statement in text form (section 126 b German Civil Code) issued by the depository bank confirming that the Noteholder is holding the Notes at the time of Voting together with a blocking note in accordance with lit. a) and b) below ("Special Proof with Blocking Note") shall be submitted to the Chairman of the Voting Process:

a) Special proof

The special proof required is a confirmation issued by the depository bank specifying (i) the full name and address of the Noteholder and (ii) the total nominal value of the Notes held in the Noteholder's custody account kept with this depository bank as at the date of issue of such confirmation.

b) Blocking note

The required blocking note of the depository bank is a notice confirming that the Notes of paragon GmbH & Co. KGaA held by the Noteholder are blocked by the depository bank during the entire Voting Period.

For information on the formalities of the Special Proof with Blocking Note, Noteholders should contact their respective depository bank.

Noteholders who (i) have not submitted the Special Proof with Blocking Note in text form (section 126 b German Civil Code) by the end of the Voting Period at the latest and/or (ii) have not or not in due time provided for the blocking of their Notes are not entitled to vote. In such cases, the voting right may also not be exercised by any proxy of the Noteholder either.

A sample form of the Special Proof with Blocking Note which may be used by the depository bank may be downloaded from the Issuer's website at www.paragon.de under "Investors/Bonds/Bond 2017/2027/Documents".

6.4 Proxies of Noteholders who are legal entities or partnerships under German law (e.g. Aktiengesellschaft, GmbH, Kommanditgesellschaft, Offene Handelsgesellschaft, Unternehmergesellschaft or GbR) or under foreign law (e.g. Limited under English law) are requested to provide, in addition to the Special Proof with Blocking Note, evidence as to their power of representation by the end of the Voting Period at the latest. This may be done by submitting a current excerpt from the relevant register (e.g. commercial register,

register of associations) or an equivalent confirmation (e.g. certificate of incumbency, secretary certificate). Evidence of the power of representation in accordance with this clause 6.4 is not a prerequisite for the consideration of votes at the Voting without Meeting.

6.5 If Noteholders are represented by a legal representative (e.g. a child by its parents, a ward by its guardian) or official administrator (e.g. an insolvency debtor by the appointed insolvency administrator), the legal representative or official administrator shall, in addition to the Special Proof with Blocking Note of the person represented by it, provide appropriate evidence as to its statutory power of representation (e.g. by presentation of a copy of the civil status documents or certificate of appointment) by the end of the Voting Period at the latest.

7. Representation by Proxies

Each Noteholder may be represented at the Voting by a proxy at its option (section 14 German Bond Act in conjunction with section 18 para. 1 German Bond Act) which exercised the voting right on behalf fo the Noteholder. The proxy granted by the principal to the representative requires text form within the meaning of section 126 b German Civil Code. A form which may be used to grant a proxy is available on the Issuer's website at www.paragon.ag under "Investors/Bonds/Bond 2017/2027/Documents". Proof of the granting of proxy is to be provided to the Chairman of the Voting Process by the end of the Voting Period at the latest by submitting the proxy declaration in text form. Also, in case of a Voting by a proxy, evidence of a Special Proof with Blocking Note of the principal and (where relevant) of the principal's power of representation (cf. clause 6.5) must be provided to the Chairman of the Voting Process by the end of the Voting Period at the latest.

8. Countermotions and supplementary motions

- 8.1 Each Noteholder is entitled to submit own resolution proposals ("Countermotion") on the resolution items on which a resolution is passed pursuant to this Invitation to Vote.
- 8.2 Noteholders whose Notes together amount to at least 5 percent of the outstanding Notes of the Bond can request that new items for the passing of a resolution be announced ("Supplementary Motion").
- 8.3 Countermotions and Supplementary Motions are to be addressed to the Issuer or the Chairman of the Voting Process and may be submitted by mail, fax or email to the Chairman of the Voting Process or the Issuer to one of the following addresses prior to the Voting Period:

paragon GmbH & Co. KGaA
- Investor Relations
"2017/2027 Notes of paragon GmbH & Co. KGaA: Voting without Meeting"

Bösendamm 11, 33129 Delbrück

Fax: +49 52 50 97 62-60

Email: investor@paragon.ag

or:

Notary Dr Dirk Otto, Frankfurt am Main

- Chairman of the Voting Process DENK Rechtsanwälte Partnerschaftsgesellschaft mbB "2017/2027 Notes of paragon GmbH & Co. KGaA: Voting without Meeting"

Postal address: Lindenstraße 15, 60325 Frankfurt/Main Fax: +49 (0)69 975828-28 Email: abstimmung@denk-legal.de

8.4 Any Countermotion and/or Supplementary Motion must be submitted together with a Special Proof with Blocking Note (cf. clause 6.3). In the event of a Supplementary Motion, Noteholders who request that an additional item is put to resolution must also furnish evidence that they jointly represent 5 percent of the outstanding Notes.

9. Details of outstanding Notes

The current outstanding volume of Notes amount to €45,211,000.00, divided into 45,211 partial notes with a nominal value of €1,000.00 each.

If the volume of Notes increases or decreases in the period between the publication of this Invitation to Vote and the start of the Voting Period, the increased or decreased amount shall be decisive.

At the time of publication of this Invitation to Vote, the Issuer or its affiliated companies are entitled to 1,432 Notes. No bonds are currently held by third parties on behalf of the issuer or its affiliated companies.

As part of the ongoing bond buyback programme, further notes are expected to be acquired by the end of the Voting Period. The Issuer will announce the exact number together with the results of the Vote without Meeting.

10. Documents

From the date of publication of this Invitation to Vote until the end of the Voting Period, the following documents are available to Noteholders on the Issuer's website at www.paragon.ag under "Investors/Bonds/Bond 2017/2027/Documents":

- this Invitation to Vote in a Voting without Meeting together with the terms thereof
 on which the participation in the Voting without Meeting and the exercise of voting
 rights depend;
- the Terms and Conditions of the 2017/2027 Notes of paragon GmbH & Co. KGaA;
- the form of the guarantees;
- the Voting form (subject to updates, if necessary);
- the proxy form to grant power of attorney to third parties; and
- the sample form for the Special Proof with Blocking Note.

Upon request by a Noteholder, copies of the aforementioned documents will be sent to such Noteholder immediately and free of charge. The request is to be sent by mail, fax or email to:

paragon GmbH & Co. KGaA
- Investor Relations
"2017/2027 Notes of paragon GmbH & Co. KGaA: Voting without Meeting"

Bösendamm 11, 33129 Delbrück

Fax: +49 52 50 97 62-60

Email: investor@paragon.ag

11. Data protection

The processing of your personal data is governed by Regulation (EU) 2016/679 ("GDPR"). The issuer takes the protection of its bondholders' personal data and its legally compliant processing very seriously. Below, we would like to inform you about the processing of your personal data. The issuer processes the following categories of data from you for the purpose of administering the bond and the upcoming vote: contact details, number and total nominal amount of the bonds you hold, information about your custodian bank, custody account number; if applicable, data on a representative you have appointed. The issuer processes this data exclusively for the purpose of fulfilling the contracts relating to the 2017/2027 bond (Art. 6 (1) (b) GDPR) and to comply with legal obligations (e.g. under the German Bond Act (SchVG)). We store your data for as long as required by law (under tax law and the SchVG).

Your above-mentioned data will be received by the voting agent on our behalf and, if necessary, forwarded to the issuer and other service providers, solicitors and, if applicable, tax advisors who support the issuer in organising the upcoming vote. The issuer is responsible for processing your personal data. You can contact us if you would like information about the stored data, wish to assert another data subject right (such as correction, deletion, restriction of processing or data disclosure) or wish to object to the further use of your data. Further information on data processing by the issuer, including your data protection rights and how to contact us, can be found in our detailed data protection information at https://paragon.ag/en/data-protection.

Delbrueck, November 2025

paragon GmbH & Co. KGaA (represented by paragon GmbH) The Management The notary public Dr Dirk Otto, Frankfurt am Main, appointed by paragon GmbH & Co. KGaA in his capacity as Chairman of the Voting Process also invites the Noteholders of paragon GmbH & Co. KGaA to cast their votes in a Voting without Meeting within the Voting Period commencing on 27 November 2025, at 0:00 and ending on 29 November 2025, at 24:00 hours (incoming) in text form (section 126 b German Civil Code) vis-à-vis the Chairman of the Voting Process in accordance with the aforementioned Invitation to Vote and puts to vote the proposed resolution of the Terms and Conditions of the Notes submitted by the Issuer under clause 2 of the Invitation to Vote.

Frankfurt am Main, November 2025

Dr Dirk Otto, Notary Public / Chairman of the Voting Process