

Invitation to the Extraordinary General Meeting

of Vonovia SE, 24 January 2025

VONOVIA

Vonovia SE
Bochum
ISIN DE000A1ML7J1
WKN A1ML7J

Invitation to the 2025 Extraordinary General Meeting

The shareholders in our Company are cordially invited to the
Extraordinary General Meeting
being held

at the business premises of Vonovia SE, Universitätsstraße 133, 44803 Bochum, Germany

on **Friday, 24 January 2025**
at **10:00 hours**

I. Agenda

Resolution on the approval of the conclusion of a Domination and Profit and Loss Transfer Agreement between Vonovia SE and Deutsche Wohnen SE, resolution on the creation of Conditional Capital 2025 and the corresponding amendment to the articles of association by adding Sec. 6a

Vonovia SE as the controlling entity and Deutsche Wohnen SE as the controlled entity entered into a Domination and Profit and Loss Transfer Agreement on 15 December 2024. The Domination and Profit and Loss Transfer Agreement requires the approval of the general meetings of both parties to be effective.

The Domination and Profit and Loss Transfer Agreement is worded as follows:

„Domination and Profit and Loss Transfer Agreement

by and between

Vonovia SE (Bochum Local Court (*Amtsgericht*), HRB 16879)
- hereinafter **Controlling Company** -

and

Deutsche Wohnen SE
(Charlottenburg Local Court (*Amtsgericht*), HRB 190322 B)
- hereinafter **Controlled Company** -

- The Controlling Company and the Controlled Company hereinafter jointly referred to as the **Parties** -

§ 1 Management Control

(1) The Controlled Company subordinates the management (*Leitung*) of its company to the Controlling Company. Accordingly, the Controlling Company is entitled to issue instructions (*Weisungen*) to the Management Board of the Controlled Company regarding the management of the Controlled Company, which the Management Board of the Controlled Company is obliged to follow. The Controlling Company is not entitled to issue the instruction to amend, maintain or terminate this Agreement to the Management Board of the Controlled Company.

(2) Instructions must be issued in text form (section 126b of the German Civil Code (*Bürgerliches Gesetzbuch* - **BGB**)), whereas this form shall be deemed complied with in particular by email and fax. Where instructions are issued orally, they must be confirmed in text form without undue delay, whereas such form shall also in this case be deemed complied with in particular by email and fax.

§ 2 Transfer of profit

(1) The Controlled Company undertakes, for the first time for the financial year in which this Agreement is registered in the commercial register of the Controlled Company, to transfer its entire profits to the Controlling Company (*Gewinnabführung*). The provisions of section 301 of the German Stock Corporation Act (*Aktiengesetz* - **AktG**) (maximum amount of profit transfer) apply as amended from time to time; should, in the event of future amendments to section 301 AktG, the wording of the Agreement be in conflict with that statute, the latter will take precedence.

(2) The Controlled Company may, with the consent of the Controlling Company given in text form, allocate parts of its annual net income to profit reserves (section 272(3) of the German Commercial Code (*Handelsgesetzbuch* - **HGB**)) if and to the extent permitted under commercial law and as economically justified by reasonable commercial judgement.

(3) Other profit reserves in accordance with section 272(3) HGB established while this Agreement is in effect shall – as far as permitted by law – be dissolved at the request of the Controlling Company in text form and transferred as profit in accordance with the requirements of section 301 AktG as amended from time to time. Other reserves and profits carried forward and profit reserves from the period prior to the effectiveness of this Agreement may neither be transferred as profit to the Controlling Company nor be used to compensate for any annual net loss. The same applies to capital reserves, regardless of whether they were established before or after this Agreement came into effect.

(4) The claim for the transfer of profit arises at the end of the financial year of the Controlled Company (balance sheet date). It becomes due upon approval of the annual financial statements for the relevant financial year of the Controlled Company.

§ 3 Assumption of losses

(1) The Controlling Company undertakes, for the first time for the financial year in which this Agreement is registered in the commercial register of the Controlled Company, to assume losses in accordance with the provisions of section 302 AktG, as amended from time to time.

(2) The obligation pursuant to subsection (1) becomes due in any event at the end of the financial year of the Controlled Company (balance sheet date).

§ 4 Recurring compensation payments

(1) The Controlling Company guarantees and will pay, for the first time for the financial year in which this Agreement is registered in the commercial register of the Controlled Company an annually recurring cash payment to the minority shareholders (*außenstehenden Aktionären*) of the Controlled Company for each full financial year of the Controlled Company throughout the duration of the Agreement (**Recurring Compensation Payment**) (*Ausgleichszahlung*).

(2) The Recurring Compensation Payment amounts for each full financial year of the Controlled Company for each no-par value bearer share in the Controlled Company with a notional interest in the share capital of gross EUR 1.00 to a gross sum of EUR 1.22 (**Gross Amount of Recurring Compensation**) minus the amount of any corporate income tax and the solidarity surcharge payable by the Controlled Company thereon in accordance with the tax rate applicable to these taxes for the relevant financial year, whereby the entire Gross Amount of Recurring Compensation results from Deutsche Wohnen's profits being subject to corporate income tax. Thus, based on the situation at the time of conclusion of this Agreement, the portion of the Gross Amount of Recurring Compensation which relates to profits made by the Controlled Company being subject to German corporate income tax and which is equal to EUR 1.22 per share of the Controlled Company, is subject to a deduction of 15% corporate income tax plus 5.5% solidarity surcharge thereon, that is EUR 0.19. The Recurring Compensation Payment amounts to EUR 1.03 per share of the Controlled Company for each full financial year, based on the situation at the time of conclusion of this Agreement (**Net Amount of Recurring Compensation**). For the avoidance of doubt, any withholding tax (such as withholding tax on investment income (*Kapitalertragsteuer*) plus solidarity surcharge thereon) will be withheld from the Net Amount of Recurring Compensation to the extent required by statutory law.

(3) The Recurring Compensation Payment is due on the first banking day following the annual general meeting of the Controlled Company for the preceding financial year, but no later than eight months following the end of the relevant financial year.

(4) If the Agreement ends during the current financial year of the Controlled Company, the Recurring Compensation Payment will be granted pro rata temporis with a corresponding adjustment of the relevant amounts.

(5) In the event of capital measures by the Controlled Company, the Recurring Compensation Payment will be adjusted if and to the extent required by law.

(6) If appraisal proceedings (*Spruchverfahren*) according to the German Act on Appraisal Proceedings (*Spruchverfahrensgesetz - SpruchG*) are initiated and the court adjudicates a legally binding higher Recurring Compensation Payment, the minority shareholders, even if they have already been compensated according to section 5, are entitled to demand payment of a corresponding amount in addition to the Recurring Compensation Payments received by them if and to the extent provided for by law.

§ 5 Compensation

(1) The Controlling Company undertakes to purchase, at the request of any minority shareholder of the Controlled Company, the shares of such shareholder in the Controlled Company in exchange for no-par-value registered shares with a notional interest in the share capital of the Controlling Company of EUR 1.00 each (**Compensation Shares**) at an exchange ratio of 0.7947 Compensation Shares per share of the Controlled Company (**Exchange Ratio**).

(2) Fractional shares of Compensation Shares (**Fractional Shares**) will be compensated in cash. For the purposes of compensation in cash, Fractional Shares attributable to individual shareholders will first be consolidated into full share rights for all shares issued on a delivery date, and the resulting Compensation Shares will be sold by Deutsche Bank AG (**Settlement Agent**) on the stock exchange; the holders of Fractional Shares will receive compensation in cash amounting to the portion of the relevant sales proceeds corresponding to their Fractional Shares. If Fractional Shares still exist after the consolidation of Fractional Shares, compensation in cash will be issued in the amount of the pro rata closing price of the Compensation Shares in XETRA trading (or a corresponding successor system) on the Frankfurt Stock Exchange two days before the relevant compensation in cash is credited by the Settlement Agent.

(3) The Controlling Company's obligation to purchase the shares in the Controlled Company ends two months after the date on which the registration of this Agreement in the commercial register of the Controlled Company has been made known (*bekannt gemacht*). An extension of the period pursuant to section 305(4) sentence 3 AktG due to a motion for determination of the Recurring Compensation Payment or the compensation by the court determined according to section 2 SpruchG remains unaffected. In this case, the period ends two months after the date on which the decision on the last motion ruled on has been published in the Federal Gazette (*Bundesanzeiger*).

(4) If capital measures are implemented by the Controlling Company or the Controlled Company prior to the end of the period specified in subsection (3), the Exchange Ratio will be adjusted if and to the extent required by law.

(5) The transfer of the shares of the Controlled Company in exchange for the Compensation Shares to be granted is free of charge for the minority shareholders of the Controlled Company, provided that they possess a domestic securities account.

(6) If appraisal proceedings pursuant to the SpruchG are initiated and the court adjudicates a legally binding higher compensation, the minority shareholders, even if they have already received the compensation, are entitled to demand payment of a corresponding amount in addition to the compensation if and to the extent provided by law.

(7) If this Agreement ends upon termination by the Controlling Company at a time when the period specified in subsection (3) for accepting the compensation pursuant to subsection (1) has already expired, the Controlling Company will be obliged, at the request of any minority shareholder of the Controlled Company at that time, to purchase the shares of such shareholder in the Controlled Company in return for no-par-value registered shares with a notional interest in the share capital of the Controlling Company of EUR 1.00 each at the Exchange Ratio stated in subsection (1). In the event the compensation payable for each share of the Controlled Company under subsection (1) is increased as a result of a legally binding court decision in appraisal proceedings, the Controlling Company will purchase the shares in the Controlled Company offered by the minority shareholder at the exchange ratio determined in the appraisal proceedings. This obligation of the Controlling Company under this subsection (7) is subject to a time limit. The obligation ends two months after the day on which registration of the termination of this Agreement in the commercial register of the Controlled Company has been announced in accordance with section 10 HGB. Subsections (4) and (5) will apply mutatis mutandis.

§ 6 Effectiveness and term

(1) This Agreement is made subject to the approval being granted by both the Controlling Company's general meeting and the Controlled Company's general meeting. The Agreement becomes effective upon its entry in the commercial register at the seat (*Sitz*) of the Controlled Company and - with the exception of the right to issue instructions under section 1 - will apply retroactively as of the beginning of the financial year in which this Agreement is registered in the commercial register at the seat of the Controlled Company. The right to give instructions will only apply as and from the time of the entry of the Agreement in the commercial register at the seat of the Controlled Company.

(2) The Controlling Company may rescind this Agreement in writing at any time until its entry in the commercial register of the Controlled Company without stating any reasons.

(3) The Agreement is made for an indefinite period. The Agreement can be ordinarily terminated upon six months' prior notice, to the end of the Controlled Company's financial year. Notwithstanding the right to terminate for good cause (*aus wichtigem Grund*), the Agreement may be terminated for the first time with effect as of the end of the Controlled Company's financial year in which the minimum term for tax purposes pursuant to section 14(1) sentence 1 no. 3 in conjunction with section 17 of the German Corporate Income Tax Act (*Körperschaftsteuergesetz - KStG*) and section 2(2) sentence 2 of the German Trade Tax Act (*Gewerbesteuerengesetz*), each as amended from time to time, has been completed (according to current legislation, after five calendar years' (*Zeitjahre*) time (60 months); hereinafter **Minimum Term**).

(4) The Parties are entitled to terminate the Agreement, in particular, if

- a) as a result of the sale of shares or for other reasons, the requirements for the financial integration of the Controlled Company into the Controlling Company for tax purposes are no longer met as a result of such measure;
- b) the Controlling Company transfers its investment in the Controlled Company to a different entity;
- c) insolvency proceedings have been initiated regarding the Controlling Company's assets;
- d) the other Party is likely unable to satisfy its obligations existing under the Agreement (section 297(1) sentence 2 AktG);
- e) the Controlling Company or the Controlled Company is merged, split, or liquidated; or
- f) the Controlling Company or the Controlled Company changes its legal form to that of a partnership (*Personengesellschaft*); or
- g) there exists a reason recognized by the tax authorities as constituting good cause for the early termination of a profit and loss transfer agreement.

(5) If the validity of this Agreement or its due and proper implementation is not, either in whole or in part, recognised for tax purposes, the Parties agree that the Minimum Term will in any case begin on the first day of the financial year of the Controlled Company in relation to which the requirements for the recognition of the Agreement's validity or due and proper implementation for tax purposes are first met or are met again for the first time.

§ 7 Severability

(1) Amendments and additions to this Agreement will be subject to section 295 AktG, as amended from time to time.

(2) Furthermore, amendments and additions to this Agreement must be made in writing, unless notarisation is required. This also applies to a waiver of this written form requirement.

(3) In the event that any provision of this Agreement is, or proves to be, invalid, inoperative or unenforceable, in whole or in part, then the validity, operability and enforceability of the remaining provisions of the Agreement will not be affected thereby. The invalid, inoperative or unenforceable provision shall be deemed replaced by a provision which, to the extent permitted by law, comes as close as possible to the economic result of the invalid, inoperative or unenforceable provision. In the event that this Agreement is found to contain any gap, a provision shall apply that would have been agreed by the Parties in light of their economic intent if they had been aware of the gap.

(4) The Parties agree that the foregoing provisions not only lead to a reversal of the burden of proof but also exclude the applicability of section 139 BGB. The Parties expressly declare that this Agreement is not intended to form legal unit (*rechtliche Einheit*) (section 139 BGB) with any other legal transactions or agreements entered into or made between the Parties in the past or in the future.

(5) In case of any doubt, the preceding provisions shall be interpreted in light of the validity requirements for forming a consolidated tax group (sections 14 et seq. KStG)."

The Management Board and the Supervisory Board propose that the general meeting resolves as follows:

a) Approval of the Domination and Profit and Loss Transfer Agreement

The Domination and Profit and Loss Transfer Agreement between Vonovia SE and Deutsche Wohnen SE dated 15 December 2024 is approved.

b) Conditional Capital 2025

The Company's share capital will be conditionally increased by up to EUR 55,000,000.00 by issuing up to 55,000,000 new no-par-value registered shares (**Conditional Capital 2025**). The purpose of the conditional capital increase is to grant minority Deutsche Wohnen SE shareholders compensation in the form of shares in the Company in accordance with the terms of the Domination and Profit and Loss Transfer Agreement on the basis of the exchange ratio determined in § 5(1) of the Domination and Profit and Loss Transfer Agreement or an exchange ratio adjusted in accordance with § 5(4) or § 5(6) of the Domination and Profit and Loss Transfer Agreement. If required in accordance with § 5(2) of the Domination and Profit and Loss Transfer Agreement, the Company will compensate fractional share rights in cash.

In the case that minority Deutsche Wohnen shareholders exchange their Deutsche Wohnen shares for shares in Vonovia before receiving a dividend or recurring compensation payment for the financial year 2025 or subsequent financial years, it is provided that they will be granted in each case – as far as legally and practically possible – shares in Vonovia that are entitled to dividends from the beginning of the last financial year preceding the financial year in which such shares are created. In the case that Deutsche Wohnen shareholders exchange their Deutsche Wohnen shares for shares in Vonovia after receiving a dividend or recurring compensation payment for the financial year 2025 or subsequent financial years or, to the extent it is not practically or legally possible, to grant shares entitled to dividends to them in accordance with the previous sentence, it is provided that they will be granted in each case shares in Vonovia that are entitled to dividends from the beginning of the financial year in which such shares are created.

The new shares are issued in exchange for the transfer of Deutsche Wohnen SE shares by their minority shareholders. The conditional capital increase will only be implemented insofar as the minority Deutsche Wohnen SE shareholders make use of their compensation right.

The Management Board, with the approval of the Supervisory Board, is authorised to determine the further details of the capital increase and its implementation.

c) Amendment to the articles of association

A new Sec. 6a will be added to the Company's articles of association for the Conditional Capital 2025:

"Sec. 6a Conditional Capital 2025

(1) The Company's share capital is conditionally increased by up to EUR 55,000,000.00 through the issuance of up to 55,000,000 new no-par-value registered shares with dividend rights ("**Conditional Capital 2025**").

(2) The conditional capital increase serves to grant compensation in shares of the Company to the minority shareholders of Deutsche Wohnen SE in accordance with the provisions of the domination and profit and loss transfer agreement between the Company and Deutsche Wohnen SE dated 15 December 2024 ("**DPLTA**") at the exchange ratio determined in § 5(1) of the DPLTA or an exchange ratio adjusted in accordance with § 5(4) or § 5(6) of the DPLTA. If required in accordance with § 5(2) DPLTA, the Company will compensate fractional share rights in cash.

(3) In the case that minority Deutsche Wohnen shareholders exchange their Deutsche Wohnen shares for shares in Vonovia before receiving a dividend or recurring compensation payment for the financial year 2025 or subsequent financial years, it is intended that they will be granted in each case – as far as legally and practically possible – shares in Vonovia that are entitled to dividends from the beginning of the last financial year preceding the financial year in which such shares are created. In the case that Deutsche Wohnen shareholders exchange their Deutsche Wohnen shares for shares in Vonovia after receiving a dividend or recurring compensation payment for the financial year 2025 or subsequent financial years or, to the extent it is not practically or legally possible, to grant shares entitled to dividends to them in accordance with the previous sentence, it is intended that they will be granted in each case shares in Vonovia that are entitled to dividends from the beginning of the financial year in which such shares are created.

(4) The new shares are issued in exchange for the transfer of Deutsche Wohnen SE shares by their minority shareholders. The conditional capital increase will only be implemented insofar as the minority Deutsche Wohnen SE shareholders make use of their compensation right.

(5) The Management Board, with the approval of the Supervisory Board, is authorised to determine the further details of the capital increase and its implementation.

(6) The Supervisory Board is authorised to amend Sec. 4.1 and 6a.1 of the articles of association to reflect the utilisation of the conditional capital."

The following documents will be available on the Company's website at <https://investors.vonovia.de/agm> from the time the general meeting is convened:

- The domination and profit and loss transfer agreement between Vonovia SE and Deutsche Wohnen SE dated 15 December 2024,
- the annual financial statements and consolidated financial statements of Vonovia SE for the financial years 2021, 2022 and 2023 and the management reports of Vonovia SE for the financial years 2021, 2022 and 2023,
- the annual financial statements and consolidated financial statements of Deutsche Wohnen SE for the financial years 2021, 2022 and 2023 and the management reports of Deutsche Wohnen SE for the financial years 2021, 2022 and 2023,
- the joint report of the Management Board of Vonovia SE and the Management Board of Deutsche Wohnen SE of 15 December 2024 prepared in accordance with section 293a AktG (together with the expert opinion attached thereto as Annex 3 of RSM Ebner Stolz GmbH & Co. KG, Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Stuttgart, dated 14 December 2024 on the determination of the enterprise value of Vonovia SE and Deutsche Wohnen SE as at the valuation date of 23 January 2025),
- the report provided by the court-appointed expert auditor I-ADVISE AG Wirtschaftsprüfungsgesellschaft, Düsseldorf, in accordance with section 293e AktG on the audit of the Domination and Profit and Loss Transfer Agreement between Vonovia SE and Deutsche Wohnen SE dated 15 December 2024.

The aforementioned documents will also be available during the general meeting on Friday, 24 January 2025.

II. Other notifications

Company's website and the documents and information available there

This invitation to the general meeting, the documents to be made available to the general meeting and other information in connection with the general meeting, in particular the further legally required information and explanations including the information pursuant to section 124a AktG, the information pursuant to section 125 AktG in conjunction with Implementing Regulation (EU) 2018/1212, are available on the Company's website at <https://investors.vonovia.de/agm> from the time the general meeting is convened.

Any shareholder countermotions or requests to add agenda items subject to mandatory publication and received by the Company shall likewise be made available on the above-mentioned website. The InvestorPortal can also be accessed via the website (see below). The voting results will also be published on this website after the general meeting.

InvestorPortal

The Company maintains an internet-based, password-protected online portal (**Investor-Portal**) at <https://investors.vonovia.de/agm>. Shareholders or their proxies can partially exercise their shareholder rights electronically in advance of the general meeting via the InvestorPortal. In order to use the InvestorPortal, shareholders (or their proxies) must log in using the individual access data they either receive with the invitation to the general meeting or that they have already assigned themselves after initial access to the InvestorPortal. Proxies will find the access data on the admission ticket.

If users have any technical questions regarding the InvestorPortal, the employees of the Company's general meeting service provider will be happy to assist until the day before the general meeting at the following telephone number:

Shareholder hotline: +49 89 30903 6357

The shareholder hotline is available Monday to Friday from 9:00 hours to 17:00 hours Excluded from this are public holidays in the Free State of Bavaria, Germany. If users have any technical questions, they can also contact the Company's general meeting service provider by email at investorportal@computershare.de. Shareholders will receive further details regarding the InvestorPortal and the registration and usage conditions with their invitation to the general meeting or on the internet at <https://investors.vonovia.de/agm>.

Voting information

The vote scheduled in the agenda is binding. For the vote, it is possible to vote "yes" (in favour) or "no" (against) or to abstain from voting.

Information on dates and times in this invitation to the general meeting

Any date and time specified in this invitation to the general meeting refers to Central European Time (**CET**). To determine the relevant dates and times according to coordinated universal time (**UTC**), subtract one hour from the CET value (e.g. 24 January 2025, 10:00 hours CET corresponds to 24 January 2025, 9:00 hours UTC).

No broadcasting of the general meeting

There will be no broadcast of the general meeting or sections thereof on the internet.

III. Further details on the invitation

The relevant provisions for stock corporations with registered office in Germany, in particular those of the HGB and AktG, apply to Vonovia SE in accordance with the referring statutes of Article 5, Article 9(1)(c)(ii), Article 53 and Article 61 of Regulation (EC) No. 2157/2001 of the Council of 8 October 2001 on the Statute for a European company (SE) (**SE Regulation**), to the extent that the provisions of the SE Regulation do not provide otherwise.

1. Total number of shares and voting rights on the date on which the general meeting is convened

On the date on which the general meeting is convened, the Company's share capital totals EUR 822,852,925.00 and is divided into 822,852,925 no-par-value shares. Each no-par-value share corresponds to one vote at the extraordinary general meeting. The total number of shares and voting rights at the time of convocation therefore amounts to 822,852,925. On the date on which the general meeting is convened, neither the Company nor persons attributable to it in accordance with sections 71a et seqq. AktG hold any of its own shares.

2. Requirements for attending the extraordinary general meeting and exercising shareholder rights, in particular voting rights

Only those shareholders – in person or by proxies – who are entered in the share register and have registered with the Company in due time so that the Company receives the registration by **24:00 hours on Friday, 17 January 2025**, at the latest, via the InvestorPortal or at one of the following addresses (the **Registration Addresses**)

at the address:
Vonovia SE
c/o Computershare Operations Center
80249 Munich

or

to the email address:
anmeldestelle@computershare.de

in text form (section 126b German Civil Code (*Bürgerliches Gesetzbuch* - **BGB**) in either German or English, Sec. 15.1 of the Company's articles of association (**duly registered shareholders**) are entitled to attend the general meeting and to exercise the shareholder rights, in particular the voting right.

Pursuant to section 67(2) sentence 1 AktG, in relation to the Company, only a person who has been registered as such in the share register shall be deemed a shareholder. The number of shares entered in the share register at **24:00 hours on Friday, 17 January 2025 (Technical Record Date)** is decisive for the eligibility to attend the general meeting and the exercise of shareholder rights. Applications for the transfer of ownership in the share register that are received by the Company in the period from Saturday, 18 January 2025, 00:00, to (and including) Friday, 24 January 2025, 24:00 hours, shall only be processed and taken into consideration following the general meeting on Friday, 24 January 2025.

Registration for the general meeting does not mean that trading in the shares is blocked. Shareholders may dispose of their shares at their discretion also after registration for the general meeting.

The documents concerning registration and/or proxy authorisation will be notified by the Company unsolicited to all shareholders who are listed in the share register at the latest at the beginning of the 21st day prior to the day of the general meeting as well as to the shareholders and intermediaries who requested the notification and the shareholder associations who requested the notification or who exercised voting rights at the last general meeting.

Intermediaries (in particular credit institutions), shareholder associations, proxy advisors and persons who offer to exercise voting rights in the general meeting for shareholders on a professional basis must have the authorisation of the shareholder to exercise voting rights for shares which do not belong to them, but for which they are entered in the share register as the bearer. Details on these authorisations can be found in section 135 AktG.

Further details regarding the registration process can be found in the registration documents sent to the shareholders and on the Company's website at <https://investors.vonovia.de/agn>.

3. Authorisation of third parties to exercise voting and other rights

Duly registered shareholders or their proxies, after granting a corresponding power of attorney, may also appoint a proxy such as a bank, a shareholder association or some other third party to exercise their voting and other rights at the general meeting. If a shareholder appoints more than one person as proxy, the Company may reject one or more of said persons pursuant to section 134(3) sentence 2 AktG.

The granting and revocation of the power of attorney and evidence of such authorisation to the Company must be made in text form (as defined by section 126b BGB), unless a power of attorney is granted under section 135 AktG. When authorising the exercise of voting rights in accordance with section 135 AktG (granting of power of attorney to intermediaries (in particular credit institutions), shareholder associations, proxy advisors or persons who offer to exercise voting rights at the general meeting for shareholders on a professional basis), special features must generally be taken into account. Shareholders who wish to grant a power of attorney to exercise voting rights in accordance with section 135 AktG are requested to enquire with the relevant person to be appointed as proxy and to coordinate with them about any special features of the granting of a power of attorney.

Intermediaries (in particular credit institutions), shareholder associations, proxy advisors and persons who offer to exercise voting rights in the general meeting for shareholders on a professional basis are advised, if they represent several shareholders, to contact the following email address in advance of the general meeting with regard to the exercise of voting rights: anmeldestelle@computershare.de.

If neither an intermediary (in particular a credit institution), nor a shareholder association, a proxy advisor or a person who offers to exercise voting rights in the general meeting for shareholders on a professional basis is authorised pursuant to section 135 AktG, the power of attorney may be granted either to the Company or directly to the proxy (in this case, evidence of the authorisation granted to the Company in text form (section 126b BGB) is required).

The admission ticket includes a proxy form. Shareholders may also issue a separate power of attorney in text form.

The authorisation granted to the Company or evidence of the authorisation granted to the Company must be sent to the Company via the InvestorPortal or one of the Registration Addresses listed in section III.2. The same applies to revocation of the power of attorney.

On the day of the general meeting, the admission control for the general meeting will also be available for this purpose from 9:00 hours onwards. Evidence of the authorisation granted may also be provided by the proxy by presenting the duly issued power of attorney at the entrance gate on the day of the general meeting.

If the granting or proof of a power of attorney or its revocation is made by means of a declaration to the Company by post or email, for organisational reasons, this declaration must be received by the Company by no later than **24:00 hours on Thursday, 23 January 2025**. Proof of power of attorney granted in this way may be furnished by sending the proof (e.g. copy or scan of the power of attorney) to the Registration Addresses listed in section III.2.

Irrespective of any other method of transmitting the power of attorney or proof of the appointment of a proxy to the Company permitted by law, registered shareholders or their proxies who wish to authorise a proxy may also authorise the proxy electronically via the password protected InvestorPortal by no later than **24:00 hours on Thursday, 23 January 2025**. If the authorisation is granted via the InvestorPortal, an admission ticket with new access data will be generated and the shareholder can decide whether these are to be sent to the proxy by post or email or whether the shareholder shall hand them over to the proxy. Proof of authorisation granted to the Company is required in this case as well. Proof of authorisation must be provided to the Company in the manner described above.

4. Process of voting by proxies designated by the Company

In addition, as a service to its shareholders or their proxies, the Company has appointed Company proxies to whom duly registered shareholders or their proxies can likewise grant authority to exercise their voting rights.

The Company proxies are obliged to vote in accordance with their instructions; they may not exercise the voting rights at their own discretion. The Company proxies may only exercise voting rights with regard to agenda items for which the shareholders issue clear instructions and the Company proxies may neither receive instructions for motions before nor during the general meeting. The Company proxies may likewise not be requested to speak, to lodge objections to general meeting resolutions or to raise questions or file motions.

Such a power of attorney with instructions to the proxies designated by the Company may be granted prior to the Annual General Meeting using the proxy and instructions form provided which is available for download on the Company's website at <https://investors.vonovia.de/agm>. The form should be sent to one of the Registration Addresses listed in section III.. The power of attorney to the Company proxies and the instructions to them must be submitted in text form (section 126b BGB) to the Registered Addresses listed in section III.2. so that they are received by the Company by **Thursday, 23 January 2025, 24:00 hours**. The same applies to changes and the revocation of the power of attorney or instructions. The date of receipt of the power of attorney or instruction by the Company is decisive for the granting, amendment, and revocation of the power of attorney or instruction.

Until **Thursday, 23 January 2025, 24:00 hours**, duly registered shareholders or their proxies can also use the InvestorPortal to exercise their voting rights by granting power of attorney to the Company proxies. Via the InvestorPortal, shareholders can also change or revoke any authorisation or instruction issued up to this point in time.

Moreover, authorisations and instructions to proxies appointed by the Company may still be issued, amended and revoked by use of the voting card at the general meeting until the conclusion of the general debate.

Duly registered shareholders may attend the general meeting in person, even after authorisation of a third party or Company proxies. In the event that a shareholder or their proxies attend the general meeting in person, the authorisations and instructions previously issued to the Company proxies prior to the general meeting are rendered invalid.

5. Voting by postal vote

Duly registered shareholders or their proxies may cast their votes in text form (section 126b BGB) or by means of electronic communication (**Postal Vote**). They may use a form for postal voting that is available for download on the Company's website at <https://investors.vonovia.de/agm>.

When exercising voting rights by Postal Vote, the following conditions must be observed:

Postal Votes can be submitted, changed or revoked by informing the Company in text form (section 126b BGB) using one of the Registration Addresses listed in section III.2. above by **24:00 hours on Thursday, 23 January 2025**.

In all of these cases, the time of receipt of the Postal Vote by the Company is decisive.

Until **Thursday, 23 January 2025, 24:00 hours**, the InvestorPortal is also available for duly registered shareholders or their proxies for exercising voting rights by means of electronic Postal Vote. Via the InvestorPortal, shareholders can also change or revoke any votes previously cast by means of Postal Vote until this deadline.

Intermediaries (in particular credit institutions), shareholder associations, proxy advisors and persons who offer to exercise voting rights at the general meeting for shareholders on a professional basis may also use postal voting.

6. Additional information on exercising voting rights

If voting rights are exercised or a power of attorney and, if applicable, instructions are issued within the deadline by several means (e.g. both by letter, by email, electronically via the InvestorPortal or in accordance with section 67c(1) and (2) sentence 3 AktG in conjunction with Article 2(1) and (3) and Article 9(4) of the Implementing Regulation (EU) 2018/1212), they will be considered in the following order irrespective of the time of receipt:

1. via the internet (InvestorPortal), 2. in accordance with section 67c(1) and (2) sentence 3 AktG in conjunction with Article 2(1) and (3) and Article 9(4) of the Implementing Regulation (EU) 2018/1212, 3. by email, 4. by letter, and 5. by other means specified in the invitation.

Should different declarations (e.g. power of attorney and postal voting) be received via the same channel, the following shall apply:

Postal Votes take precedence over issuing power of attorney and instructions to the Company proxies; to this extent, the Company proxies will not make use of a power of attorney issued to them and will not represent the shares concerned. Powers of attorney and instructions to the Company proxies shall in turn take precedence over the granting of proxy authorisations and instructions to an intermediary, a shareholder association, a proxy advisor pursuant to section 134a AktG or a person who offers to exercise voting rights in the general meeting on a commercial basis (section 135(8) AktG).

If an intermediary, a shareholder association, a proxy advisor pursuant to section 134a AktG or a person equivalent to these pursuant to section 135(8) AktG nominated by the shareholder or their proxy is not willing to act as proxy, the Company proxies shall be authorised to represent the shareholder in accordance with their instructions.

The last time a declaration is revoked within the deadline shall be decisive.

7. Other shareholder rights

a) Shareholder motions to add agenda items pursuant to Article 56 SE Regulation, section 50(2) of the German SE Implementation Act (SEAG) and section 122(2) AktG

One or more shareholders whose shares jointly equate to five per cent of the share capital or to the sum of EUR 500,000.00 (this being equivalent to 500,000 shares) may demand that agenda items be added and made public. This quorum is required for requests to add agenda items made by shareholders of a European company (SE) pursuant to Article 56 sentence 3 SE Regulation in conjunction with section 50(2) SEAG; section 50(2) SEAG corresponds to the rules stipulated in section 122(2) AktG.

Each agenda item to be added must be accompanied by a justification or a proposal for a resolution.

Such requests to add agenda items must be addressed to the Management Board in writing (section 126 BGB) or electronically, i.e. using a qualified electronic signature (section 126a BGB) and must be received by the Company at least 30 days in advance of the meeting; the day of receipt and the day of the general meeting are not to be included in this calculation. The last possible date of receipt is therefore **Tuesday, 24 December 2024, 24:00 hours**. Any requests to add agenda items which are received after such date will not be taken into account.

Any requests to add agenda items are to be submitted to the following address:

Vonovia SE
- Management Board -
Universitätsstraße 133
44803 Bochum
Germany

Electronic submissions (section 126a BGB) of requests to add agenda items are to be made by email to hauptversammlung@vonovia.de.

Additions to the agenda required to be published will be published in the Federal Gazette without undue delay after receipt of the request. They will also be published on the Company's website at <https://investors.vonovia.de/agm> and communicated to the shareholders in accordance with section 125(1) sentence 3, (2) AktG.

b) Shareholders' counter motions pursuant to section 126 AktG

Every shareholder has the right to file a counter motion in relation to the agenda to contest the proposal made by the Management Board and Supervisory Board.

Counter motions received by the Company at the address below at least 14 days prior to the general meeting, with the day of receipt and the day of the meeting not being included in this calculation, in other words by 24:00 hours on **Thursday, 9 January 2025** at the latest, will be made available without undue delay in accordance with section 126 AktG on the Company's website at <https://investors.vonovia.de/agm> together with the shareholder's name, any justification, and any statement made by the management.

The reasons stated in accordance with section 126 AktG for a counter motion or any justification not required to be made available on the Company's website are outlined on the Company's website at <https://investors.vonovia.de/agm>. A justification is, in particular, not required to be made available if its total length exceeds 5,000 characters.

Counter motions must be submitted to the following address only:

Vonovia SE
- Legal Department -
Universitätsstraße 133
44803 Bochum
Germany

E-Mail: hauptversammlung@vonovia.de

Counter motions addressed otherwise do not have to be made available.

Counter motions must only be considered by the chairperson of the meeting if they are made during the general meeting. The right of each shareholder to make counter motions during the general meeting without prior and timely submission to the Company remains unaffected.

c) Shareholders' right to request information at the general meeting

Pursuant to section 131(1) AktG, the Management Board must, upon request, provide each shareholder at the general meeting with information regarding the Company's affairs insofar as such information is necessary for the proper assessment of an agenda item. Requests for information at the general meeting must be made verbally in the course of a discussion. This obligation to provide information on the part of the Management Board applies equally to the Company's legal and business relations with an affiliated company. Pursuant to section 293g(3) AktG, in the event that the general meeting approves an intercompany agreement, each shareholder shall upon request be provided with information at the general meeting, including information on all matters of the other party to the agreement that are material to the conclusion of the agreement.

Under certain circumstances outlined in section 131(3) AktG, the Management Board may refuse to provide information. A detailed description of the conditions under which the Management Board may refuse to provide information can be found on the Company's website at <https://investors.vonovia.de/agm>.

Under Sec. 16.2 sentence 3 of the Company's articles of association, the chairperson of the general meeting is authorised to limit the questioning and speaking rights of the shareholders regarding time spent in an adequate fashion. In particular, the chairperson is authorised, at the beginning or during the course of the general meeting, to set a reasonable time limit for the entire general meeting, for particular items on the agenda, or for any particular speaker.

d) Further explanations

Further explanations of the rights of shareholders pursuant to Article 56 SE Regulation, section 50(2) SEAG, section 122(2) AktG, section 126(1) AktG and section 131 AktG are available on the Company's website at <https://investors.vonovia.de/agm>.

8. Additional information on rights in connection with the exercise of voting rights

Pursuant to section 118(1) sentence 3, (2) sentence 2 AktG, if voting rights are exercised electronically (by granting power of attorney and issuing instructions to the proxies of the Company or by issuing Postal Votes), the person casting the vote must receive electronic confirmation from the Company of the receipt of the vote cast in accordance with the requirements set out in Article 7(1) and Article 9(5) first subparagraph of the Implementing Regulation (EU) 2018/1212. If the confirmation is issued to an intermediary, the intermediary shall send the confirmation to the shareholder without undue delay pursuant to section 118(1) sentence 4 AktG. Furthermore, pursuant to section 129(5) sentence 1 AktG, the person voting may request confirmation from the Company within one month of the day of the general meeting as to whether and how their vote was counted.

The Company shall issue the confirmation in accordance with the requirements of Article 7(2) and Article 9(5) second sub-paragraph of Implementing Regulation (EU) 2018/1212. If the confirmation is issued to an intermediary, the intermediary shall send the confirmation to the shareholder without undue delay pursuant to section 129(5) sentence 3 AktG.

9. Information on data protection

In connection with the preparation and holding of, and follow-up to, the general meeting, in particular when you or your proxy register for the general meeting, exercise your shareholder rights, grant a power of attorney to a proxy, or use the InvestorPortal, we collect personal data (e.g. name, address, email address, number of shares, class of shares, shareholder number, individual access data for the InvestorPortal) about you and/or your proxy. We process these personal data to enable you to exercise your rights within the framework of the general meeting and to comply with our legal obligations in connection with the conducting the general meeting.

Please address any questions to Vonovia SE, Legal Department, Universitätsstraße 133, 44803 Bochum, or datenschutz@vonovia.de. The data controller for the processing is Vonovia SE, Universitätsstraße 133, 44803 Bochum, email: hauptversammlung@vonovia.de.

If we use service providers to conduct the general meeting, they will only process personal data on our behalf and are otherwise obliged to maintain confidentiality.

If the legal requirements are met, every data subject has the right of access, the right to rectification, restriction, erasure and, if applicable, objection regarding the processing of their personal data at any time, as well as the right to data transmission and to lodge a complaint with a competent supervisory authority.

Further information on the processing of personal data as well as on the rights you are entitled to under the EU General Data Protection Regulation can be accessed at any time on our website at <https://investors.vonovia.de/agm> or requested at the following address: Vonovia SE, Legal Department, Universitätsstraße 133, 44803 Bochum, email: hauptversammlung@vonovia.de.

Bochum, December 2024

**Vonovia SE
The Management Board**

Vonovia SE
Universitätsstraße 133
44803 Bochum

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Fax: 0234 314-2995

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