

INVITATION TO VOTE

in a bondholders' vote without meeting

regarding the

SolarWorld Bearer Bond 14(14-19) Series 1116

ISIN: DE000A1YDDX6 / WKN: A1YDDX

(„SolarWorld Bond 2014/2019-1“)

in the aggregate principal amount of EUR 61,244,814.54 divided
into 139,386 bearer bonds in the original principal amount of EUR 439.39 each
(each individually a "**Bond**" and
together the "**Bonds**")

of

SolarWorld Aktiengesellschaft i.L.

Bonn, Germany

registered in the Commercial Register of the District Court of Bonn under number HRB 8319,
business address Karl-Legien-Str. 188, 53117 Bonn, Germany,
("**Issuer**" or "**Company**")

by the joint representative

Note: A non-binding translation of the invitation to vote into English is available on the
website (www.solarworld.de).

Note: a non-binding convenience translation of this invitation to vote in the English
language is accessible through the website (www.solarworld.de).

Attorney Alexander Elsmann, in his capacity as joint representative of the bondholders ("**Joint Representative**"), hereby invites the holders of the SolarWorld Bond 2014/2019-1 (each a "**Bondholder**" and together "**Bondholders**") to vote in a vote without meeting ("**Vote without Meeting**") within the period

starting on Thursday, 9 September 2021 at 0:00 CEST

and

ending on Monday, 13 September 2021 at 24:00 CEST

to the Attorney Alexander Elsmann ("**Voting Manager**"), c/o One Square Advisors
GmbH, Theatinerstr. 36, 80333 Munich ("**Invitation to Vote**").

HOLDERS OF THE BONDS OF THE SOLARWORLD BOND 2014/2019-1 SHOULD NOTE THE IMPORTANT INFORMATION BELOW.

The publication of this Invitation to Vote does not constitute an offer. In particular, the publication constitutes neither a public offer to sell nor an offer or invitation to acquire, purchase or subscribe for bonds or other securities.

The preliminary remarks set out in the following Section I of this Invitation to Vote have been prepared voluntarily by the Joint Representative in order to explain to the Bondholders the

background for the resolution items and the specific resolution proposals. The explanations are not to be understood as a conclusive basis for the voting behaviour of the Bondholders. The Joint Representative does not guarantee that the preliminary remarks of this Invitation to Vote contain all information that is necessary or expedient for a decision on the resolution items.

This Invitation to Vote is not a substitute for an independent examination and evaluation of the matters to be resolved and a further examination of the legal, economic, financial and other circumstances of the Issuer by each individual Bondholder. Each Bondholder should make its decision on whether to vote on the resolutions in the Vote without Meeting not solely on the basis of this Invitation to Vote but by using all available information about the Issuer after consultation with its/their own lawyers, tax and/or financial advisers.

This Invitation to Vote has been published in the Federal Gazette (*Bundesanzeiger*) and on the website (www.solarworld.de) since 18 August 2021. The information contained in this Invitation to Vote is, to the knowledge of the Joint Representative, up to date at the time of publication, unless otherwise stated, but may become incorrect after the date of publication of the Invitation to Vote. Neither the Joint Representative nor its legal representatives, employees, advisers and agents or their respective legal representatives, employees and advisers assume any obligation to update the information in this Invitation to Vote or to provide supplemental information on circumstances after the date of publication of this Invitation to Vote.

Neither the Joint Representative nor its respective legal representatives, employees or advisers and agents or their respective legal representatives, employees and advisers nor any other person, in particular such advisers as are mentioned in the following preliminary remarks of this Invitation to Vote, warrant the accuracy and completeness of the information contained in the preliminary remarks. Neither the Joint Representative nor its respective legal representatives, employees or advisers and agents or their respective legal representatives, employees or advisers and agents nor any other person, in particular those mentioned in the following preliminary remarks of this Invitation to Vote, assume any liability in connection with the preliminary remarks of this Invitation to Vote. In particular, they shall not be liable for any damage arising directly or indirectly in connection with the use of the information contained in the preliminary remarks of this Invitation to Vote, in particular for any damage resulting from decisions taken on the basis of the information contained in the preliminary remarks of this Invitation to Vote or caused by incorrectness or incompleteness of the information contained in the preliminary remarks of this Invitation to Vote.

The preliminary remarks set out in Section I of this Invitation to Vote below contain certain forward-looking statements. These are all statements that do not relate to historical facts or events. This applies in particular to statements about the Joint Representative's intentions, beliefs or current expectations with respect to the sale of certain shares. Forward-looking statements are based on current estimates and assumptions made by the Joint Representative to the best of its knowledge. However, such forward-looking statements are subject to risks and uncertainties because they relate to future events and are based on assumptions that may not occur in the future.

The foregoing shall apply in the same and special manner if there should be any changes to the proposed resolutions until the end of the so-called second bondholders' meeting, if required.

I. PRELIMINARY REMARKS

The insolvency administrator of the Issuer, attorney Horst Piepenburg, signed an agreement on 22 June 2021 to sell the 50% stake in Deutsche Lithium GmbH to Zinnwald Lithium PLC. As consideration, EUR 1.5 million in cash (to cover the costs related to the transaction and as a contribution to the estate) and 49,999,996 new shares in Zinnwald Lithium plc ("**Zinnwald-Shares**") from a capital increase were agreed. The Zinnwald Shares are to be used to satisfy

secured bondholders. 9,201,255 of these Zinnwald Shares are attributable to the SolarWorld Bond 2014/2019-1.

The Zinnwald Shares attributable to the SolarWorld Bond 2014/2019-1 have been transferred to the relevant Joint Representative. They are already formally included in trading on the Alternative Investment Market (AIM) of the London Stock Exchange, but are currently still securitised in physical certificates and not yet entered in the CREST settlement system, which de facto precludes stock exchange trading. This will only be changed once the bondholders of the respective bond have decided on the further use of the Zinnwald Shares to which they are entitled. The Zinnwald Shares attributable to the SolarWorld Bond 2014/2019-1 shall, in principle, be offered to the Bondholders of the SolarWorld Bond 2014/2019-1 as fulfilment of the claims arising from the SolarWorld Bond 2014/2019-1. If the Zinnwald Shares are offered to all Bondholders, a securities prospectus would probably have to be prepared, the preparation of which would incur costs. This approach could be uneconomical due to the value of the Zinnwald Shares and the costs associated with the preparation of the prospectus. In addition, the Bondholders cannot be obliged to pay the costs associated with the preparation of the prospectus.

The Joint Representative therefore proposes to the Bondholders it represents a course of action that is exempt from a prospectus requirement and allows the Bondholders who do not receive Zinnwald Shares to receive a distribution of the value of the Zinnwald Shares in cash. Accordingly, the Zinnwald Shares will only be offered to those Bondholders who are entitled to an allocation of Zinnwald Shares with a value of at least EUR 100,000.00 or who are qualified investors pursuant to Sec. 2 of the German Securities Prospectus Act (*Wertpapierprospektgesetz – WpPG*). This is possible without a prospectus.

The Zinnwald Shares to which Bondholders are entitled who are neither entitled to an allocation to shares with a value of at least EUR 100,000.00 nor are qualified investors pursuant to Sec. 2 WpPG, or whose acquisition is not expressly accepted, shall be realised and the proceeds from the sale less the costs incurred shall be distributed to the Bondholders.

The Bondholders of SolarWorld Bond 2014/2019-1 shall vote on this procedure in a bondholders' meeting. After the bondholders' meeting has given its approval, the Joint Representative intends to sell the Zinnwald Shares to be realised over a longer period of time in the best possible way that protects the market.

II. ITEMS OF THE VOTE WITHOUT MEETING AND PROPOSED RESOLUTIONS OF THE JOINT REPRESENTATIVE

Top 1: Resolution on the appropriation of the shares of Zinnwald Lithium PLC

1.1 The Joint Representative proposes to the bondholders of SolarWorld Bond 2014/2019-1 ("**Bondholders**") that the total of 9,201,255 shares in Zinnwald Lithium PLC with ISIN GB00BFN4GY99 ("**Zinnwald Shares**") which were transferred to the Joint Representative in respect of SolarWorld Bond 2014/2019-1 in connection with the sale of the 50% interest in Deutsche Lithium GmbH by the insolvency administrator of SolarWorld AG be applied as follows and that a resolution be passed accordingly:

„1.1.1 The Joint Representative shall offer those Bondholders who prove to him that either

*(i) in the event of a full distribution of all Zinnwald-Shares attributable to the SolarWorld Bond 2014/2019-2 entitled to the Bondholders, the whole Zinnwald-Shares ("**Zinnwald-Shares per Investor**") to which they are*

entitled in proportion to their respective participation in the total nominal amount of the outstanding Bonds have a value of at least EUR 100,000.00, or

- (ii) they are qualified investors pursuant to Sec. 2 of the German Securities Prospectus Act (Wertpapierprospektgesetz – WpPG),*

to transfer Zinnwald Shares to such Bondholders, whereby in the case of lit. (i) the offer must be accepted for shares with a value of at least EUR 100,000.00.

The transfer shall be made at most to the extent of the "Zinnwald Shares per Investor" attributable to the respective recipient and shall be deemed (partial) satisfaction of the recipient's claims under the SolarWorld Bond 2014/2019-1 to the extent of the value of the transferred shares. Only whole Zinnwald Shares shall be transferred, not fractional shares, which shall be settled in accordance with Sec. 1.1.3.

- 1.1.2. The Joint Representative shall, through a financial services provider, arrange for the Zinnwald Shares for which the offer pursuant to Sec. 1.1.1 above is not accepted and implemented or for which an offer pursuant to Sec. 1.1.1 above is not made, to be sold as market-friendly as possible. The time of sale shall be determined by the Joint Representative on the basis of a recommendation by the financial services provider and may also be extended or shortened. Indicatively, a period of at least six months shall be discussed as the placement period. The Joint Representative is not obliged to achieve a certain minimum sale proceeds. The sale may be effected on the stock exchange or off the stock exchange by way of a private placement by way of a bookbuilding procedure or other recognised comparable procedure.*

- 1.1.3 The Joint Representative shall receive the proceeds of the sale of Zinnwald Shares pursuant to Sec. 1.1.2 above, less all costs to be borne by the Joint Representative in connection with the sale of Zinnwald Shares attributable to SolarWorld Bond 2014/2019-1 and not reimbursed by the insolvency administrator of SolarWorld AG (including the costs for the necessary cooperation of the Joint Representative itself), to the Bondholders as (partial) satisfaction of their claims arising from the Bonds of the SolarWorld Bond 2014/2019-1 in proportion to their respective participation in the total nominal amount of the outstanding Bonds. No payment shall be made if Bondholders are deemed satisfied pursuant to Sec. 1.1.1 or if legal grounds prevent a claim.*

- 1.1.4 The Joint Representative may make use of appropriately commissioned third parties and auxiliary persons for the implementation of the above measures. "*

- 1.2** In the event that the resolution proposal submitted under item 1.1 is not adopted with the required majority, the Joint Representative proposes the following alternative resolutions to the Bondholders:

- 1.2.1 "The Joint Representative shall - subject to Sec. 1.2.2 below - offer to transfer to all Bondholders the Zinnwald Shares attributable to the SolarWorld Bond 2014/2019-1 entitled to them in proportion to their respective participation in the total nominal amount of the outstanding Bonds. The transfer shall be deemed to be (partial) satisfaction of the claims of the transferee arising from the Bonds*

of the SolarWorld Bond 2014/2019-1 in the amount of the value of the transferred shares. In this context, only whole Zinnwald Shares shall be transferred, but not fractional shares, which shall be settled in accordance with Sec. 1.2.3.

- 1.2.2 The Joint Representative is entitled to sell in advance a portion of the Zinnwald Shares attributable to the SolarWorld Bond 2014/2019-1 entitled to the extent necessary in order to pay from the proceeds the costs of legal advice with respect to the prospectus requirement of the Offer pursuant to Sec. 1.2.1 and any prospectus preparation as well as the banking and stock exchange-related handling of the Offer ("**Offer Costs**") as well as the costs to be borne by the Joint Representative in connection with the disposal of Zinnwald Shares pursuant to Sec. 1.2.2 and 1.2.3 and which are not reimbursed by the insolvency administrator of SolarWorld AG ("**Disposal Costs**"), in each case including the costs for the necessary cooperation of the Joint Representative itself. Sec. 1.2.3 shall apply mutatis mutandis to the settlement of the pre-sale, provided that the disposal period shall be shorter in the interest of a timely implementation of the Offer pursuant to Sec. 1.2.1. The total number of Zinnwald Shares to be offered to the Bondholders pursuant to Sec. 1.2.1 shall be reduced by the shares sold in advance.
- 1.2.3. The Joint Representative shall, through a financial services provider, arrange for the Zinnwald-Shares for which the offer is not accepted and implemented in accordance with Sec. 1.2.1 above to be sold as market-friendly as possible. The time of sale shall be determined by the Joint Representative on the basis of a recommendation by the financial services provider and may also be extended or shortened. Indicatively, a period of at least six months shall be discussed as a placement period. The Joint Representative is not obliged to achieve a certain minimum sale proceeds. The sale may be effected on the stock exchange or off the stock exchange by way of a private placement by way of a bookbuilding procedure or other recognised comparable procedure.
- 1.2.4 The Joint Representative shall pay the proceeds of the sale realised pursuant to Clauses 1.2.2 and 1.2.3 above, less all offer and sale costs, to the Bondholders as (partial) satisfaction of their claims under the SolarWorld Bond 2014/2019-1 in proportion to their respective participation in the total nominal amount of the outstanding Bonds. No payment shall be made if Bondholders are deemed satisfied pursuant to Sec. 1.2.1 or if legal grounds prevent a claim.
- 1.2.5 The Joint Representative may make use of appropriately commissioned third parties and auxiliary persons for the implementation of the above measures".

Top 2: Remuneration of the Joint Representative

The Joint Representative proposes that the following decision be taken:

1. "The Joint Representative shall receive reasonable remuneration for its future services, which shall be borne by the Bondholders, unless the insolvency administrator of SolarWorld AG bears such remuneration. The Joint Representative will make all reasonable efforts to ensure that the remuneration is borne by the insolvency administrator.

2. *The amount of the reasonable remuneration shall be determined by applying the provisions of the German Act on the Remuneration of Lawyers (Rechtsanwaltsvergütungsgesetz - RVG) mutatis mutandis as follows:*
 - a. *Object value: EUR 15,000,000 (in words: fifteen million euros).*
 - b. *The remuneration is limited to (cumulative): 2.5 procedural fee for representation in the insolvency opening proceedings incl. increase for representation of several creditors (No. 3314, 1008); 3.0 procedural fee for the insolvency proceedings incl. increase for representation of several creditors (No. 3317, 1008); 3.5 settlement fee incl. increase for representation of several creditors (No. 1000, 1008).*
 - c. *If the proceedings continue beyond 30 June 2024, the Joint Representative shall receive an appropriate remuneration, limited to a maximum of an additional 1.0 procedural fee for the insolvency proceedings for each additional year or part thereof (No. 3317). The amount of the reasonable remuneration shall be voted on by a simple majority (50%+1) of the Bondholders without convening a creditors' meeting.*
 - d. *In addition, the Joint Representative shall be reimbursed for the costs and expenses incurred by him, including the costs of any external advisors, in particular lawyers, who the Joint Representative deems advisable for the performance of his duties.*
 - e. *The remuneration is only determined with regard to the insolvency proceedings of SolarWorld AG. No remuneration is determined for the (insolvent) subsidiaries.*
3. *The Joint Representative shall deduct from the remuneration accruing under 2. the remuneration received to date or paid in the future by the insolvency administrator.*
4. *The Joint Representative shall be entitled to retain the remuneration and reimbursement of expenses due to it from the Bondholders out of amounts paid to the Joint Representative by the insolvency administrator for the purpose of payment to the Bondholders on the insolvency quota, except for the shares in Zinnwald Lithium PLC transferred to the Joint Representative by the insolvency administrator. No remuneration will be retained by the Joint Representative prior to 1 April 2022."*

III. PROCEDURAL NOTES ON THE VOTE WITHOUT MEETING

1. Legal basis for the Vote without Meeting, quorum and majority requirement

Pursuant to Sec. 11 para. 1 of the Terms and Conditions of the Bonds, the bondholders may pass resolutions by simple majority vote on all matters permitted by law, in particular by the German Act on Bonds (*Schuldverschreibungsgesetz – "SchVG"*).

Resolutions of the Bondholders may also be passed by way of a Vote without Meeting in accordance with Annex P Sec. B of the Terms and Conditions of the Bonds.

In the case of a Vote without Meeting, a quorum is required in accordance with Sec. 18 para. 1 SchVG in conjunction with Sec. 15 para. 3 sentence 1 SchVG. Sec. 15 para. 3 sentence 1 SchVG in conjunction with Sec. 7 para. 3 of Annex P of the Terms and Conditions of the Bonds if the Bondholders participating in the Vote without Meeting represent at least half of the Bonds outstanding at the time of the resolution.

In the event that a quorum is not reached in the Vote without Meeting, the Joint Representative points out already now that it is intended, if necessary, to convene a second meeting for the purpose of passing a resolution pursuant to Sec. 18 para. 4 sentence 2, Sec. 15 para. 3 sentence 2 SchVG. Such a second meeting would constitute a quorum with regard to the resolution items under Section II of this Invitation to Vote, irrespective of any quorum. In contrast, for resolutions to be effective requiring a qualified majority, those present would have to represent at least 25% of the outstanding Bonds.

2. Legal consequences of the effective conclusion of the resolution

If the Bondholders participating in the Vote without Meeting constitute a quorum and approve the resolutions proposed above with the required majority, this has in particular the legal consequence that the resolutions adopted are equally binding on all Bondholders, even if they did not participate in the adoption of the resolution or did not participate within the voting period or voted against the proposed resolution.

3. Procedure and method of voting

Pursuant to Sec. 18 para. 2 SchVG, the voting without a meeting shall be conducted by Attorney Alexander Elsmann, c/o One Square Advisors GmbH, Theatinerstr. 36, 80333 Munich because of its capacity as Joint Representative who has invited to this voting, as Voting Manager ("**Voting Manager**").

Bondholders who wish to participate in the vote must cast their vote within the period

starting on Thursday, 9 September 2021 at 0:00 CEST

and

ending on Monday 13 September 2021 at 24:00 CEST

("Voting Period")

in text form (Sec. 126b of the German Civil Code – (*Bürgerliches Gesetzbuch* – "**BGB**")) to the Voting Manager at the address listed below ("**Vote**"). The receipt by the Voting Manager is deemed to be the casting of the vote.

Votes that are not received by the Voting Manager within the Voting Period, i.e. too early or too late, will not be taken into account.

However, you may grant a proxy to exercise your voting rights with immediate effect (as described in more detail in Sec. III. 6). One Square Advisors GmbH will be available as a proxy upon request to ensure that your vote is cast in a timely manner.

Votes shall be cast by post, fax or e-mail or otherwise in text form to the following address:

Attorney Alexander Elsmann
- Voting Manager -
"SolarWorld Bond 2014/2019-1: Vote without Meeting"
c/o One Square Advisors GmbH
Theatinerstr. 36, 80333 Munich
Tel.: +49 (0) 89 15 98 98 0
Fax: +49 (0)89 159898 22
E-mail: solarworld@onesquareadvisors.com

The following documents shall be attached to the voting document if such evidence has not been previously provided:

- proof of shareholding as described under **item 5** and
- a proxy as described below under **item 6**, provided that the Bondholder is represented by a third party at the Vote without Meeting.

In order to facilitate and accelerate the counting of Votes, Bondholders are requested to use the voting form, which will be available for retrieval on the website www.solarworld.de as of the date of publication of this Invitation to Vote. However, the effectiveness of a Vote does not depend on the use of this form. Any counter-motions and/or requests for supplements duly made in due time up to that point shall also be included in the voting form within a reasonable period of time.

The result of the Vote is determined according to the addition procedure. In the addition procedure, only the Votes in favour and the Votes against are counted. All Votes duly cast during the Voting Period and accompanied by the required evidence shall be taken into account. Abstentions by duly registered creditors shall also count towards the quorum required for a quorum.

The announcement of the voting result shall be made on the website www.solarworld.de.

4. Right to participate, right to vote

Every holder of bonds of the SolarWorld Bond 2014/2019-1 is entitled to participate in the Vote without Meeting and to exercise the voting right. Pursuant to Sec. 6 SchVG, the voting right corresponds to the nominal value or the arithmetical share of his entitlement to the outstanding Bonds. The decisive factor is the ownership during the voting period.

5. Special proof of creditor status and blocking notice

As evidence of the bondholder status, a certificate of the custodian bank of the relevant Bondholder in accordance with the following letter a) ("**Special Evidence**") and a blocking notice in accordance with the following letter b) ("**Blocking Notice**") must be submitted - if possible together with the Vote, but at the latest by the end of the Voting Period.

a) Special Evidence

The required Special Evidence shall be a certificate in text form (Sec. 126b BGB) issued by the custodian bank of the relevant Bondholder regarding the ownership of the Bonds, stating the full name and address of the Bondholder and specifying the aggregate principal amount of the Bonds credited to the Bondholder's securities account with such custodian bank on the date of issue of the certificate.

"**Custodian**" means a banking or other financial institution (including the Clearingsystem (Clearstream), Clearstream Luxemburg and Euroclear) authorised to engage in securities custody business and with which the Bondholder has Bonds held in custody.

b) Blocking Notice

The required Blocking Notice of the Custodian is a notice stating that the Bonds held by the relevant Bondholder are blocked for the Voting Period at the Custodian.

Bondholders should contact their Custodian regarding the issuance of the Special Evidence and the Blocking Notice.

Bondholders who have not submitted or transmitted the Special Evidence and the Blocking Notice by the end of the Voting Period at the latest shall not be entitled to Vote. Authorised representatives of the Bondholder, including the proxy offered, may also not exercise the voting right in these cases.

6. Representation by proxy

Each Bondholder may be represented by a proxy of his choice when voting (Sec. 14 SchVG in conjunction with Sec. 18 para. 1 SchVG).

The voting right may be exercised by the proxy. The power of attorney and any instructions from the principal to the proxy must be in text form (Sec. 126b BGB).

Bondholders who do not wish to authorise a self-selected third party may submit a proxy to

One Square Advisors GmbH
Theatinerstr. 36, 80333 Munich
Tel.: +49 (0) 89 15 98 98 0
Fax: +49 (0)89 159898 22
E-mail: solarworld@onesquareadvisors.com

as voting proxy, issue a power of attorney with voting instructions. A corresponding form for this purpose is available on the internet website www.solarworld.de.

Proof of the granting of a power of attorney must be provided to the Voting Manager by the end of the Voting Period at the latest by submitting the power of attorney in text form. In case of voting by proxy - including the voting proxy - the timely proof of the Bondholder status of the grantor of the power of attorney by means of Special Evidence and Blocking Notice is also required.

7. Countermotions and supplementary motions

Each Bondholder is entitled to submit its own resolution proposal ("**Countermotion**") on the resolution items on which a resolution is to be adopted after this Invitation to Vote. Countermotions should be submitted in good time so that they can be published on the website www.solarworld.de before the start of the Voting Period.

Bondholders whose bonds together amount to at least 5% of the outstanding Bonds of SolarWorld Bond 2014/2019-1 may request within the statutory period that new items be announced for resolution ("**Supplementary Motion**"). Supplementary Motions must be submitted in good time so that they can be published in the Federal Gazette (Bundesanzeiger) no later than on the third day before the first day of the Voting Period.

Countermotions and Supplementary Motions may be submitted by post, fax or e-mail or otherwise in text form to the Voting Manager at the following address:

Attorney Alexander Elsmann
- Voting Manager -
"SolarWorld Bond 2014/2019-1: Vote without Meeting"
c/o One Square Advisors GmbH
Theatinerstr. 36, 80333 Munich
Tel.: +49 (0) 89 15 98 98 0
Fax: +49 (0)89 159898 22
E-Mail: solarworld@onesquareadvisors.com

In order to file a Countermotion or a Supplementary Motion, the Bondholder status must also be proven (see III. 5 above). In the case of a Supplementary Motion, Bondholders requesting that an additional item be put to the vote must also prove that they alone or jointly represent

5% of the outstanding Bonds. If Bondholders submit Countermotions and/or Supplementary Motions by proxy, the granting of power of attorney must be proven in accordance with Sec. 6.

8. Available model forms and simplified filing and reconciliation in one step with the combined form

In order to facilitate and expedite the Vote without Meeting, the Bondholders and their Custodians are requested to vote for

- the Special Evidence,
- the Blocking Notice,
- any granting of power of attorney to third parties or to the voting proxy, and
- the Vote

to use, if possible, the sample forms which are available for download on the website www.solarworld.de as of the date of publication of this Invitation to Vote. However, the effectiveness of a Vote does not depend on the use of the sample forms. The voting form will also include any Countermotions to the Joint Representative's proposed resolutions and/or Bondholders' Supplementary Motions to the agenda for the Vote without Meeting that are timely and properly submitted. If such motions are received, the form will be updated as necessary within a reasonable time.

To facilitate the voting process, it is requested that Special Evidence, Blocking Notice and the vote as well as any powers of attorney be submitted to the Voting Manager as early as possible.

9. Other documents

From the day of publication of this Invitation to Vote until the end of the Voting Period, the following documents will be available to Bondholders on the website www.solarworld.de in addition to the sample forms pursuant to Sec. 8:

- this Invitation to Vote,
- the currently applicable Terms and Conditions of the SolarWorld Bond 2014/2019-1,
- further information on the progress of the procedure and answers to frequently asked questions (FAQs)

Upon request of a Bondholder, copies of the aforementioned documents and the sample forms will be sent to him without delay and free of charge. The request shall be sent by post, fax or e-mail to:

Attorney Alexander Elsmann
- Voting Manager -
"SolarWorld Bond 2014/2019-1: Vote without Meeting"
c/o One Square Advisors GmbH
Theatinerstr. 36, 80333 Munich
Tel.: +49 (0) 89 15 98 98 0
Fax: +49 (0)89 159898 22
E-Mail: solarworld@onesquareadvisors.com

IV. NOTES ON DATA PROTECTION

Regulation (EU) 2016/679 (the General Data Protection Regulation or GDPR) has been in force throughout Europe since 25 May 2018. The protection of Bondholders' personal data and its legally compliant processing are of great importance. Therefore, the website www.solarworld.de shows who is responsible for the processing of the personal data of the Bondholders in connection with the handling of this Vote without Meeting, how they handle this data and which data subject rights the Bondholders have (including their right to complain to a supervisory authority). The following categories of personal data will be processed in the course of handling this non-assembly vote: Contact details, number of bonds held by you, information on your custodian institution; if applicable, data on a representative appointed by you. We process this data exclusively in order to fulfil our legal obligations (e.g. under the German Act on Bonds). We store your data as long as this is required by legal regulations (from tax law and the German Act on Bonds). Your above-mentioned data may be forwarded to other service providers, e.g. lawyers, who assist in the organisation of the upcoming voting.

Düsseldorf in August 2021

**Attorney Alexander Elsmann
Joint Representative of the Bondholders**