



**Invitation  
to the 2018 Extraordinary General Meeting**

STADA Arzneimittel AG  
Bad Vilbel

WKN 725180  
ISIN DE0007251803

We hereby invite shareholders of our Company to the

**Extraordinary General Meeting  
to be held on February 2, 2018 at 10.00 a.m. (CET)**

in the

**Congress Center Messe Frankfurt,  
Congress Ebene C2, Saal Harmonie,  
Ludwig-Erhard-Anlage 1,  
60327 Frankfurt am Main,  
Germany.**

## **Agenda**

### Agenda item 1

#### **Resolution on the approval for a Domination and Profit and Loss Transfer Agreement between STADA Arzneimittel AG and Nidda Healthcare GmbH**

Nidda Healthcare GmbH, with corporate seat in Frankfurt am Main is an indirect subsidiary of Nidda Topco S.à r.l. with corporate seat in Luxembourg. Shareholders of Nidda Topco S.à r.l. are Universe Luxembourg S.C.A. and Ciddan S.à r.l. each owning a participation in the capital and voting rights of 50% and coordinating their shareholding on the basis of a consortium agreement and a shareholder agreement. Universe Luxembourg S.C.A. is an indirect subsidiary of Bain Capital Investors, LLC and Ciddan S.à r.l. is an indirect subsidiary of Cinven (Luxco 1) S.A.

Nidda Healthcare GmbH and STADA Arzneimittel AG signed a Domination and Profit and Loss Transfer Agreement (DPLTA) on December 19, 2017. In order for it to take effect, the Domination and Profit and Loss Transfer Agreement requires, in addition to the approval of the General Meeting of STADA Arzneimittel AG, the approval of the Shareholder Meeting of Nidda Healthcare GmbH. The Shareholder Meeting of Nidda Healthcare GmbH already approved the conclusion of the Domination and Profit and Loss Transfer Agreement on December 19, 2017.

The Executive Board and the Supervisory Board (through its DPLTA committee formed on an ad hoc basis) propose that the conclusion of the Domination and Profit and Loss Transfer Agreement of December 19, 2017 between STADA Arzneimittel AG as the controlled company and Nidda Healthcare GmbH as controlling company shall be approved.

The wording of the Domination and Profit and Loss Transfer Agreement is as follows:

**"Domination and Profit and Loss Transfer Agreement**

by and between

STADA Arzneimittel Aktiengesellschaft,

Stadastraße 2-18, 61118 Bad Vilbel,

registered at the commercial register  
of the local court Frankfurt am Main (HRB 71290)

**– STADA –**

and

Nidda Healthcare GmbH,

c/o Intertrust (Deutschland) GmbH, Grüneburgweg 58-62,  
60322 Frankfurt am Main,

registered at the commercial register  
of the local court Frankfurt am Main (HRB 109528)

**– Nidda Healthcare –**

**§ 1**  
**Managerial Control**

- (1) STADA agrees that the management of its company shall be under the control of Nidda Healthcare as from the date of the effectiveness of this Agreement. Accordingly, Nidda Healthcare shall be entitled to give instructions to the management board of STADA with respect to the management of STADA in general or on a case by case basis. Nidda Healthcare is also entitled to give instructions with respect to the preparation of the annual accounts of STADA.
- (2) The management board of STADA is required to comply with the instructions of Nidda Healthcare as specified in § 1 para. 1 and in accordance with § 308 AktG.
- (3) Nidda Healthcare may authorize its direct or indirect controlling shareholder to exercise the right of instruction on its behalf as a proxy. STADA is only required to comply with such instructions given by direct or indirect shareholders of Nidda Healthcare after having received (i) the relevant powers of attorney with the first instruction by an authorized entity, and (ii) in case of foreign authorized entities also the power of representation of the person(s) issuing the instruction. Changes in relation to the power of attorney as well as in relation to the composition of the authorized company's management must be reported by Nidda Healthcare to STADA without undue delay. The liability of Nidda Healthcare under § 309 AktG in conjunction with § 278 BGB continues unchanged also in the case of legal representation.
- (4) Nidda Healthcare shall not be entitled to give instructions to the management board of STADA pertaining to amending, maintaining, or terminating this agreement.
- (5) Any instructions require text form according to § 126b BGB or, if the instructions are given orally, they shall be confirmed in text form without undue delay, if requested by the management board.

## **§ 2**

### **Transfer of Profit**

- (1) STADA undertakes to transfer its entire annual profit (*Gewinnabführung*) to Nidda Healthcare. Subject to establishing or dissolving reserves in accordance with § 2 para. 2, the maximum amount permissible under § 301 AktG, as amended from time to time, shall be transferred.
- (2) If and to the extent permissible under commercial law and economically justified by reasonable commercial judgement, STADA may, with the consent of Nidda Healthcare in writing or text form according to § 126b BGB, allocate parts of its annual profit to other profit reserves. Other profit reserves which have been created during the term of this agreement shall be liquidated upon request of Nidda Healthcare in writing or text form according to § 126b BGB and used to compensate any annual deficit for the financial year or be transferred as profit. Other reserves or profits carried forward from the period prior to the term of this agreement may neither be transferred as profit nor be used to compensate for any annual deficit.
- (3) The obligation to transfer the annual profit applies for the first time to the entire profits generated in the fiscal year of STADA beginning on January 1, 2018 or to the entire profits of any later fiscal year in which this agreement becomes effective according to § 7 para. 2. In each case, the obligation becomes due with the approval of the respective annual financial statement of STADA.

## **§ 3**

### **Balancing of Losses**

- (1) Nidda Healthcare is obliged pursuant to § 302 para. 1 AktG, as amended from time to time, to balance each year any annual net loss of STADA that would otherwise arise during the term of this agreement. The provision of § 302 AktG applies in its entirety, as amended from time to time.
- (2) The obligation to balance any losses applies for the first time to the entire losses generated in the fiscal year of STADA beginning on January 1, 2018 or to the entire losses of any later fiscal year in which this agreement becomes effective according to

§ 7 para. 2. In each case, the obligation becomes due at the end of the respective fiscal year of STADA.

- (3) In the event this agreement is terminated during a fiscal year, and specifically in the event of termination for cause (*wichtiger Grund*), Nidda Healthcare is required to balance the losses of STADA as shown in the balance sheet to be drawn up as of the date of the effectiveness of the termination in accordance with applicable accounting rules.

#### § 4

#### Recurring Compensation Payment

- (1) Nidda Healthcare undertakes to pay to outside shareholders of STADA as adequate compensation pursuant to § 304 para. 1 AktG a recurring cash compensation (**Recurring Compensation Payment**) (*Ausgleich*) as long as this agreement is in effect.
- (2) The Recurring Compensation Payment payable for each full fiscal year of STADA with respect to each no-par value registered share of STADA (*Namensaktie ohne Nennbetrag*), each with a notional value of EUR 2.60 (each a **STADA Share**, together the **STADA Shares**), shall be equal to EUR 3.82 gross (**Gross Compensation Amount**), less any amount of corporate income tax (*Körperschaftsteuer*) and solidarity surcharge (*Solidaritätszuschlag*) at the prevailing rate of these taxes for the relevant fiscal year (**Net Compensation Amount**), provided that this deduction is to be effected only on such portion of the Gross Compensation Amount that relates to profits subject to German corporate income tax. As of the date of the execution of this agreement, the corporate income tax amounted to 15% and the solidary surcharge amounted to 5.5%. When applied to the Gross Compensation Amount which is subject to German corporate income tax and rounded to a full cent amount in accordance with commercial practices and then deducted, the resulting amount as of the date of the execution of this agreement is a Recurring Compensation Payment of EUR 3.53 for each STADA Share for an entire fiscal year of STADA. For the avoidance of doubt, it is agreed that any withholding tax (such as capital gains tax plus solidarity surcharge thereon) shall be withheld from the Net Compensation Amount to the extent required by statutory law.

- (3) The Recurring Compensation Payment is due on the third banking day (Frankfurt am Main) following the ordinary general shareholders' meeting of STADA for the respective preceding fiscal year, but in any event within eight months following expiration of this fiscal year.
- (4) The Recurring Compensation Payment is first granted for the fiscal year of STADA in which this agreement becomes effective according to § 7 para. 2, and will be paid for the first time in accordance with § 4 para. 3 after the ordinary general shareholders' meeting of STADA in the following year.
- (5) If this agreement ends during a fiscal year of STADA or if STADA establishes a short fiscal year (*Rumpfgeschäftsjahr*) during the term of this agreement, the Gross Compensation Amount is reduced to *pro rata temporis* for the relevant fiscal year.
- (6) If the share capital of STADA is increased from own funds of STADA in exchange for the issuance of new shares, the Gross Compensation Amount per STADA Share is reduced to such extent that the aggregate amount of the Gross Compensation Amount remains unchanged. If the share capital is increased by the issuance of new shares against cash contributions and/or contributions in kind, the rights under this § 4 also apply for the shares subscribed to by outside shareholders in such capital increase. The beginning of the entitlement to rights under this § 4 in respect of the newly issued shares follows the beginning of entitlement to dividends as set out by STADA at the time of issuance of the new shares.
- (7) If the Recurring Compensation Payment pursuant to § 4 para. 1 is increased for each STADA Share by a legally binding court decision in appraisal proceedings (*Spruchverfahren*) or a judicially recorded settlement to end the appraisal proceedings (*gerichtlich protokollierter Vergleich*), the outside Shareholders, even if they have already been compensated according to clause § 5, are entitled to demand a corresponding additional payment to the Recurring Compensation Payment to the extent required by the applicable statutory law.

## § 5 Compensation

- (1) Nidda Healthcare undertakes upon demand of any outside shareholder of STADA to purchase the STADA Shares tendered by such shareholder in exchange for a cash compensation (**Compensation**) (*Abfindung*) in the amount of EUR 74.40 for each STADA Share.
- (2) The obligation of Nidda Healthcare to acquire STADA Shares is limited in time. The time limitation period ends two months after the date on which the entry of the existence of this agreement has been published in the commercial register at the registered seat of STADA pursuant to § 10 HGB. An extension of the time limitation period pursuant to § 305 para. 4 sent. 3 AktG as a result of a filing for determination of the adequate Recurring Compensation Payment or the adequate Compensation by a court pursuant to § 2 SpruchG remains unaffected; in this event, the time limitation period shall expire two months after the date on which the decision on the last motion disposed has been published in the Federal Gazette (*Bundesanzeiger*).
- (3) If the share capital of STADA is increased from own funds of STADA in exchange for the issuance of new shares prior to the expiration of the time limitation period set forth in § 5 para. 2, the Compensation for each STADA Share is reduced to such extent that the aggregate amount of the Compensation remains unchanged. If the share capital of STADA is increased by the issuance of new shares against cash contributions and/or contributions in kind prior to the expiration of the time limitation period set forth in § 5 para. 2, the rights under this § 5 also apply for the shares subscribed to by outside shareholders in such capital increase.
- (4) The transfer of STADA Shares in exchange for Compensation is without charge to outside shareholders of STADA, provided that they have a domestic securities deposit account.
- (5) If the Compensation pursuant to § 5 para. 2 is increased for each STADA Share by a legally binding court decision in an appraisal proceeding (*Spruchverfahren*) or a judicially recorded settlement to end the appraisal proceedings (*gerichtlich protokollierter Vergleich*), Nidda Healthcare will acquire the STADA Shares tendered by the outside shareholders against payment of the



increased Compensation to the extent required by applicable statutory law.

- (6) If this agreement ends upon termination by STADA or Nidda Healthcare at a time when the period pursuant to § 5 para. 2 to tender the STADA Shares to Nidda Healthcare against the Compensation pursuant to § 5 para. 1 has expired, every outside shareholder of STADA is entitled to tender the STADA Shares held at the time of termination of this agreement to Nidda Healthcare against the Compensation pursuant to § 5 para. 1 and Nidda Healthcare shall be obliged to acquire the STADA Shares tendered by the outside shareholder. If the Compensation pursuant to § 5 para. 1 for each STADA Share is increased as a result of non-appealable appraisal proceedings (*Spruchverfahren*) or as a result of a judicially recorded settlement (*gerichtlich protokollierter Vergleich*) in order to avert or terminate appraisal proceedings (*Spruchverfahren*), Nidda Healthcare will acquire the STADA Shares tendered by the outside shareholders against payment of the Compensation for each STADA Share as determined in the appraisal proceedings or judicially recorded settlement (*gerichtlich protokollierter Vergleich*). The right of disposal as set forth in this § 5 para. 6 is limited in time. The time limitation periods ends two months after the date on which the registration of the termination of this agreement has been published in the commercial register at the registered seat of STADA pursuant to § 10 HGB. § 5 para. 3 and § 5 para. 4 apply accordingly.

## **§ 6**

### **Right to Information**

- (1) Nidda Healthcare is entitled to inspect the books and records of STADA at any time.
- (2) The management board of STADA is obliged to supply Nidda Healthcare at any time with all requested information on all matters relating to STADA.
- (3) Notwithstanding the rights above, STADA is required to keep Nidda Healthcare continuously informed on the business development and, specifically, on material transactions.

- (4) As long as STADA is a publicly listed stock corporation the Parties are obliged to comply with the capital market law requirements, in particular with Market Abuse Regulation (EU) No 596/2014.

## **§ 7**

### **Effectiveness and Term of this Agreement**

- (1) This agreement requires for its effectiveness the consent of the general shareholders' meeting of STADA and the shareholders' meeting of Nidda Healthcare.
- (2) This agreement becomes effective upon registration of its existence in the commercial register at the registered seat of STADA.
- (3) This agreement is concluded for an indefinite period. Nidda Healthcare may terminate this agreement for convenience with a notice period of three months prior to the end of the fiscal year of STADA, but not earlier than as of the end of the fiscal year of STADA that ends at least five years (*Zeitjahre*) (60 months) after the beginning of the fiscal year in which this agreement has become effective. The termination for convenience for STADA is excluded.
- (4) Each party may terminate this agreement for cause (*aus wichtigem Grund*) without compliance with any notice period. If Nidda Healthcare fails to perform any of its payment obligations under this agreement, STADA shall give notice to Nidda Healthcare and grant a period of one month to cure the default before terminating this agreement for cause. § 297 para. 1 sent. 2 AktG remains unaffected.
- (5) The parties to this agreement are entitled to terminate this agreement in particular, but without limitation to, if one of the following events occurs:
- (a) Nidda Healthcare ceases to hold the majority of the voting rights in the general shareholders' meeting of STADA as a result of a disposal of STADA Shares, or a contribution of STADA Shares to another entity, or for another reason;
  - (b) a change in legal form, merger, demerger or liquidation of one of the parties to this agreement;

- (c) any other event which results in the termination of the fiscal unity between Nidda Healthcare and STADA; or
  - (d) any other event which qualifies as a cause for the termination of this agreement for tax purposes.
- (6) In the event of termination for cause without notice, this agreement lapses at the end of the date stated in the notice of termination, provided that this date is no earlier than the day on which notice of termination is served.
- (7) If the agreement is terminated, Nidda Healthcare must furnish security to the creditors of STADA under the conditions set forth in § 303 AktG.
- (8) Any notice of termination must be in writing.

## **§ 8**

### **Miscellaneous**

- (1) Should any provision of this agreement be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and the purpose of such invalid, ineffective or unenforceable provision. The aforesaid shall apply analogously to any unintended gap in this agreement. The parties agree that the aforesaid shall not only reverse the burden of proof but that the application of § 139 BGB shall be excluded in its entirety as well.
- (2) When construing this agreement, the income tax provisions for recognition of a fiscal unity, especially §§ 14-19 KStG, as amended from time to time, shall be taken into account.
- (3) The parties explicitly declare that this agreement is not intended to form a legal unity (§ 139 BGB) with other legal transactions or agreements which are or will be concluded and/or effected between the parties.

- (4) Amendments and supplements to this agreement must be in writing to be effective. This specifically applies to this clause requiring written form as well. § 295 AktG applies.
- (5) As far as legally permissible, Frankfurt am Main is the place of performance for reciprocal obligations and the exclusive legal venue.
- (6) Only the German text of this agreement is legally binding. The English text is not part of this agreement and a non-binding convenience translation only.

## **STADA Arzneimittel Aktiengesellschaft**

The Executive Board

Bad Vilbel, the 19 December 2017

Dr. Claudio Albrecht	Mark Keatley	Dr. Barthold Piening
<i>Chairman of the</i>	<i>Chief Financial Officer</i>	<i>Chief Technical Officer</i>
<i>Executive Board/CEO</i>		

## **Nidda Healthcare GmbH**

The Management

Frankfurt am Main, the 19 December 2017

Andreas Grundhöfer  
*Managing Director"*

\* \* \*

The following documents can be accessed on the company's website at [www.stada.com/egm2018](http://www.stada.com/egm2018) from the convening of the General Meeting:

- the Domination and Profit and Loss Transfer Agreement between STADA Arzneimittel AG and Nidda Healthcare GmbH of December 19, 2017,
- the annual financial statements and management reports of STADA Arzneimittel AG as well as the consolidated financial statements and group management reports of the STADA Group for the financial years 2014, 2015 and 2016,
- the joint contract report prepared in accordance with Section 293a of the German Stock Corporation Act (AktG) from the Executive Board of STADA Arzneimittel AG and the management of Nidda Healthcare GmbH, including appendices, among them the expert opinion from ValueTrust Financial Advisors SE, particularly on the calculation of the enterprise value of STADA Arzneimittel AG,
- the audit report in accordance with Section 293e of the German Stock Corporation Act from the contract auditor appointed jointly for Nidda Healthcare GmbH and STADA Arzneimittel AG, ADKL AG Wirtschaftsprüfungsgesellschaft, including appendices.

Because Nidda Healthcare GmbH was only founded on August 25, 2017 and came first into legal existence with its registration in the commercial register on September 7, 2017, its first (short) financial year will not end until December 31, 2017, thus there are no adopted financial statements from Nidda Healthcare GmbH available that could be submitted or accessed at the time of the convening of the General Meeting.

The documents listed above will also be accessible in the General Meeting of STADA Arzneimittel AG.

Furthermore, the documents listed above will be available for viewing by the shareholders in the business premises of STADA Arzneimittel AG from time of the convening notice of the General Meeting. A copy of these documents will be issued and sent to any shareholder at their request and at no cost. Please send the request to:

STADA Arzneimittel AG  
Legal Department  
Stadastraße 2-18  
61118 Bad Vilbel  
Germany  
Fax: +49 (0) 6101 / 603 61 2803  
E-mail: ao-hv2018@stada.de

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

At the convening of the General Meeting, the Company has a share capital of EUR 162,090,344.00; it is divided into 62,342,440 registered shares with no-par value representing an arithmetical share of the share capital of EUR 2.60 per share. Each share grants entitlement to one vote. The Company holds 84,311 treasury shares at the date of the convening notice. There is a total number of shares with participation and voting rights of 62,258,129.

### **Preconditions for participating in the meeting and exercising voting rights**

Only those shareholders are entitled to attend the General Meeting and to exercise the voting right in the General Meeting who are registered in the Company's share register on the day of the General Meeting and have notified their attendance such that their notice of attendance has been received by the Company at the latest by January 26, 2018, 24.00 (CET) at the address below:

STADA Arzneimittel AG  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 Munich  
Germany  
Fax: +49 (0) 89 / 21027288

The notice of attendance of the shareholder can also be electronically submitted at the latest by January 26, 2018, 24.00 (CET) via an electronic Internet form provided by the Company at [www.stada.com/egm2018](http://www.stada.com/egm2018) or to the e-mail [ao-hv2018@stada.de](mailto:ao-hv2018@stada.de). The individual access information for the use of the electronic Internet form with password protection will be sent to the shareholders with the Invitation to the General Meeting.

Pursuant to section 67, para. 2, sentence 1 of the German Stock Corporation Act, in relation to the Company, only a person who has been registered as such in the share register shall be deemed a shareholder. Accordingly, the registration status of the share register on the day of the General Meeting will be decisive for determining participation and voting rights. For technical reasons, applications for changes to the Company's share register will not be registered during the period of January 27, 2018, 0.00 (CET) through February 2, 2018, 24.00 (CET). For this reason, the state of registrations in the share register to exercise the participation and voting rights on the day of the General Meeting will correspond to the state of registrations after the last registration day on January 26, 2018, 24.00 (CET). Technical cut-off date (so called Technical Record Date) is therefore the end of January 26, 2018. The registration for the General Meeting does not result in the shares being blocked; the shareholders are still free to make dispositions in respect of the shares after registration. Purchasers of shares whose applications for change of registration were received by the Company after January 26, 2018, 24.00 (CET) can therefore not exercise their participation and voting rights arising out of these shares, unless they have obtained a power of attorney to do so or an authorization to exercise such rights. In such cases, participation and voting rights remain with the shareholder registered in the share register until the change in registration.

Upon timely reception of the notice of attendance, the admission ticket for the General Meeting will be issued and sent to the shareholder. The admission ticket simplifies procedures at the admission desks for entrance to the General Meeting. The convening of the General Meeting including the agenda along with the documents concerning registration and/or granting of proxy will be sent by the Company unsolicited to all shareholders who are listed in the share register at the latest at the beginning of the 14th day prior to the day of the General Meeting.

Credit institutions and shareholders' associations as well as other persons, institutes or companies of equal status pursuant to section

135 para. 8 or section 135 para. 10 in conjunction with section 125 para. 5 of the German Stock Corporation Act may exercise voting rights arising under registered shares which they do not hold, but with respect to which they are registered in the share register as shareholder, only pursuant to an authorization of the shareholder. Details on these authorizations can be found in section 135 of the German Stock Corporation Act.

Further information about the notification process can be found on the Invitation to the General Meeting sent to all shareholders.

### **Procedure for exercising voting rights by a proxy holder**

Shareholders may exercise their voting rights in the General Meeting by a proxy holder, e.g. a credit institution, a shareholders' association or by a person of their choice as well as by the proxy representative or a member of the Advisory Board of the Company. If the shareholder authorizes more than one person, the Company may reject one or more of such persons. Authorization of a proxy also requires notice of application in a timely manner.

### **Authorization of a third party**

The granting of proxy, its revocation and proof towards the Company must be provided in text form pursuant to section 134 para. 3, sentence 3 of the German Stock Corporation Act. In the event that a credit institution, a shareholders' association or another person or institution of equal status pursuant to section 135 para. 8 or section 135 para. 10 in conjunction with section 125 para. 5 of the German Stock Corporation Act is to be appointed proxy, neither the law nor the Articles of Association stipulate a particular form requirement.

Shareholders may use the "Registration Sheet to the Extraordinary General Meeting 2018" sent together with the Invitation to the General Meeting for granting of proxy. Shareholders may also issue a separate authorization. An authorization form for this purpose is also available on the Internet at [www.stada.com/egm2018](http://www.stada.com/egm2018).

Notwithstanding any other legally permitted method of transmission of the proof of authorization of a proxy to the Company, such



proof may be electronically transmitted by using a password-protected Internet form at [www.stada.com/egm2018](http://www.stada.com/egm2018) or via e-mail to [ao-hv2018@stada.de](mailto:ao-hv2018@stada.de). The individual access information for the use of the electronic Internet form with password protection will be sent to the shareholders with the Invitation to the General Meeting.

Specific rules have to be observed when authorizing credit institution or institutes or companies of equal status pursuant to section 135 para. 10 in conjunction with section 125 para. 5 of the German Stock Corporation Act as well as shareholder's associations or persons of equal status pursuant to section 135 para. 8 of the German Stock Corporation Act; details should be requested from the party to be authorized. By law, the authorization must be granted to a certain proxy holder and recorded by the proxy holder in a verifiable manner. In addition, the form of proxy shall be completed in full and may only contain statements related to the exercise of voting rights. We therefore ask you to come to an agreement with the intended proxy about the form of the authorization in case you wish to authorize a credit institution, a shareholders' association or another person of equal status pursuant to section 135 of the German Stock Corporation Act. Under section 135 of the German Stock Corporation Act, violation of the aforementioned and certain other requirements for authorization of those named in this paragraph, does, however, not affect the validity of the vote pursuant to section 135 para. 7 of the German Stock Corporation Act.

### **Exercising voting rights through a proxy representative of the Company or an Advisory Board member of the Company**

We offer our shareholders the special service of being represented by the proxy representative of the Company or an Advisory Board member of the Company. Under the Articles of Association, the Advisory Board shall have the specific duty to be at the disposal of the shareholders who do not wish to exercise their rights in the General Meeting in person, and to act as their authorized representative in the General Meeting. For that purpose, the proxy representative or Advisory Board member must receive authorization as well as express and clear instructions for exercising the vote on each relevant item of the agenda. In case of absence of express and clear instructions, the proxy representative or Advisory Board member shall abstain from voting on the relevant voting item. In the event that individual ballots are conducted in respect of an Agenda Item,

any instruction issued in this regard will apply accordingly in respect of each individual sub-item. The proxy representative and Advisory Board members are obliged to follow voting instructions. They will not accept any instructions relating to requests to speak, asking questions or bringing forward motions or nominations, or the filing of objections against resolutions by the General Meeting.

Authorization and voting instructions to the proxy representative named by the Company or the Advisory Board members may be granted in text format using the authorization and instruction form for that purpose on the "Registration Sheet to the Extraordinary General Meeting 2018" enclosed with the Invitation to the General Meeting, via an electronic Internet form with password protection at [www.stada.com/egm2018](http://www.stada.com/egm2018) or via e-mail to [ao-hv2018@stada.de](mailto:ao-hv2018@stada.de). Authorizations and instructions in text format to proxy representative of the Company or the Advisory Board members must have been received by the Company at the following address:

STADA Arzneimittel AG  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 München  
Deutschland  
Fax: +49 (0) 89 / 21027288  
E-mail: [ao-hv2018@stada.de](mailto:ao-hv2018@stada.de)

All other permitted modes of attendance and representation, in particular attendance in person or attendance through an authorized representative will, of course, not be affected by this offer to exercise voting rights through the proxy representative named by the Company or an Advisory Board member.

More details about authorizing and instructing the proxy representative named by the Company or an Advisory Board member will be sent together with the invitation to the General Meeting. Similar information may also be viewed on the Internet at [www.stada.com/egm2018](http://www.stada.com/egm2018).

**Rights of the shareholders pursuant  
to sections 122 para. 2, 126 para. 1, 127, 131 para. 1  
of the German Stock Corporation Act**

**Requests for supplements to the agenda pursuant to section  
122 para. 2 of the German Stock Corporation Act**

Shareholders whose shares amount in aggregate to not less than a twentieth of the share capital or represent an amount of the share capital corresponding to EUR 500,000.00, may demand that items are put on the agenda and published. Each new item shall be accompanied by an explanation or a draft proposal. Such requests are to be addressed in writing to the Executive Board of STADA Arzneimittel AG and must be received by the Company at least 30 days before the General Meeting, i.e., at the latest by January 2, 2018, 24:00 (CET).

Please send such requests to the following address:

STADA Arzneimittel AG  
Executive Board  
Stadastraße 2-18  
61118 Bad Vilbel  
Germany

Those submitting such requests must document that they have been the owners of the shares for the duration of at least 90 days prior to the day of the receipt of the request and hold the shares until such time as a decision of the Executive Board is rendered regarding their request (sections 122 para. 2, 122 para. 1 sentence 3 of the German Stock Corporation Act as well as section 70 of the German Stock Corporation Act).

The announcement and provision of requests for supplements is carried out in the same way as convening notices.

**Motions and nominations by shareholders pursuant to sections 126 para. 1, 127 of the German Stock Corporation Act**

Shareholders of the Company may submit countermotions against proposals of the Executive Board and the Supervisory Board with respect to specific Agenda Items as well as nominations for the election of the auditor and the Supervisory Board. If countermotions are meant to be made accessible, they must include an explanatory statement; nominations do not require an explanatory statement. Countermotions regarding to the agenda and nominations must be exclusively forwarded to the Company's following address:

STADA Arzneimittel AG  
Legal Department  
Stadastraße 2-18  
61118 Bad Vilbel  
Germany  
Fax: +49 (0) 6101 / 603 61 2803  
E-mail: [ao-hv2018@stada.de](mailto:ao-hv2018@stada.de)

Any countermotions and nominations received by the Company at the aforementioned address no later than 14 days before the day of the General Meeting, i.e. by January 18, 2018, 24:00 (CET), will be published immediately after receipt on the Internet at [www.stada.com/egm2018](http://www.stada.com/egm2018) including the name of the shareholder and – in case of motions – including the explanatory statement under the further conditions of sections 126, 127 of the German Stock Corporation Act. Possible statements of the administration will also be published at the same Internet address.

## **Right to information in accordance of section 131 para. 1 of the German Stock Corporation Act**

Each shareholder shall upon request be provided with information at the General Meeting by the Executive Board regarding the Company's affairs, to the extent that such information is necessary to permit a proper evaluation of the relevant Agenda Item. The request for information shall also extend to the Company's legal and business relations with any affiliated enterprise as well as the outlook of the Group and the companies included in the consolidated financial statements.

## **Further information on the rights of the shareholders**

Further information on the rights of the shareholders pursuant to sections 122, para. 2, 126 para. 1, 127, 131 para. 1 of the German Stock Corporation Act can be found on the Internet at [www.stada.com/egm2018](http://www.stada.com/egm2018).

## **Reference to the Company's Internet page**

Information shall be made available to the shareholders of the Company in accordance with section 124a of the German Stock Corporation Act on the Company's Internet page at [www.stada.com/egm2018](http://www.stada.com/egm2018).

Bad Vilbel, December 2017

STADA Arzneimittel AG

The Executive Board



## Route planner to the General Meeting

### Arriving by car\*:

Autobahn A5 from Kassel and Basel/Mannheim:

Exit at Frankfurt Westkreuz to the A648 following the signs to "Stadtmitte/Messe", then the signs to "Stadtmitte/Congress C.".

Autobahn A3 from Würzburg:

Cross over Frankfurter Kreuz on the A5, exit at Frankfurt Westkreuz to the A648 in direction to "Stadtmitte/Messe" and follow the signs to "Stadtmitte/Congress C.".

Autobahn A3 from Cologne:

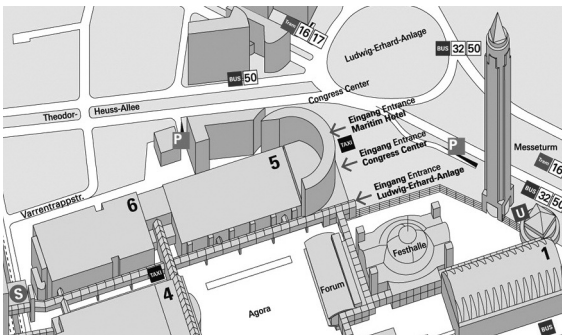
At Wiesbadener Kreuz follow the A66 towards Frankfurt, then follow the signs to "Stadtmitte/Congress C." on the A648.

The number of parking spaces in the Messe Congress Center car park is limited.

### Arriving by train/tram:

To Frankfurt am Main central station, then take the U4 tube to the "Festhalle/Messe" station or take tram line 16 or 17 to the "Festhalle/Messe" tram stop.

We like to inform you that STADA Arzneimittel AG will neither bear the expenses for parking nor for RMV-tickets.



### Important Notice:

In the interest of all participants, we will establish security measures that are customary for assemblies of this kind. This will include, among other things, a utilising a metal detector at the entrance to the meeting. In this connection, we ask you not to carry any dangerous items such as knives or scissors, since we will have to secure them into safekeeping until you leave the shareholders' meeting. We ask for your understanding that there may be waiting times and that you take these into consideration when calculating your timely arrival. The entrance is from 8:30 am (CET).

\*Please note: On October 1, 2008, the city of Frankfurt am Main introduced a low emission zone to mitigate the emission of particles (fine particles), in order to adhere to the threshold values under the German Federal Immission Control Act (Bundes-Immissionsschutzgesetz, BImSchG). From January 1, 2012 on only vehicles marked with green sticker are permitted to enter the low emission zone. Frankfurt's low emission zone is the area within the highway belt created by the A5 in the West, the A3 in the South and the A661 in the East and North.



STADA Arzneimittel Aktiengesellschaft

Stadastraße 2-18 61118 Bad Vilbel Phone +49 (0)6101 603-0  
Internet: [www.stada.com](http://www.stada.com)

Chairman Supervisory Board: Dr. Günter von Au  
Executive Board: Dr. Claudio Albrecht (Chairman)  
Mark Keatley  
Dr. Barthold Piening

Registered Office: Bad Vilbel, Germany  
District Court: Frankfurt/Main, HRB 71290