

INVITATION
TO THE ANNUAL
SHAREHOLDERS'
MEETING

on Friday, July 15, 2016

at Messeturm, "Gamma" Room
Friedrich-Ebert-Anlage 49
60308 Frankfurt am Main

Dear Shareholders,

We hereby invite you to our shareholders' Meeting, which will take place on Friday, July 15, 2016 at 11:00 a.m. (doors open at 10:30 a.m.) at MesseTurm, "Gamma" Room, Friedrich-Ebert-Anlage 49, 60308 Frankfurt am Main.

Agenda

1. Presentation of the approved annual financial statement as of December 31, 2015 and the report of the Supervisory Board for the 2015 financial year
2. Resolution regarding the discharge of the Executive Board

The Executive Board and Supervisory Board propose that the members of the Executive Board be discharged for the 2015 financial year.

3. Resolution regarding the discharge of the Supervisory Board

The Executive Board and Supervisory Board propose that the members of the Supervisory Board be discharged for the 2015 financial year.

4. Appointment of the auditor

The Supervisory Board proposes that

ifb Treuhand GmbH
Wirtschaftsprüfungsgesellschaft, Cologne,

be selected as the auditor for the 2016 financial year.

5. Supervisory Board elections

The term of office of the current incumbent Supervisory Board members ends at the close of the Shareholder's Meeting on July 15, 2016.

The Supervisory Board is composed of three members to be selected from the Shareholders' Meeting pursuant to Sections 96 para. 1, 101 para. 1 AktG and Section 9 para. 1 of the Company's Articles of Association. The General Meeting is not obliged to follow election nominations.

For the period up to the end of the Shareholder's Meeting, which will pass a resolution regarding the discharge of the Supervisory Board for the fourth financial year after the start of its term, i.e. until the release of the Supervisory Board for the 2020 financial year, the Supervisory Board proposes that the following individuals be elected as members of the Supervisory Board, in each

case as an individual election:

- a) Axel-Günter Benkner
Independent management consultant, resident of
Nidderau,
 - b) Dr. Friedrich Schmitz
Partner and member of CE Asset Management AG
Meilen (Zurich, Switzerland), resident of Munich,
 - c) Bernd Förtsch
Management of Börsenmedien AG (Kulmbach), resident
of Kulmbach.
6. Resolution on the amendment of the purpose of the
Company (Section 2 of the Articles of Association) and the
corresponding amendment of the Articles of Association

The Executive Board and Supervisory Board propose to adapt the
purpose of the Company and therefore reformulate Section 2 of
the Articles of Association as follows and propose the following
wording:

"Section 2 Purpose of the Company"

"1. The purpose of the Company is the acquisition of compa-
nies, the long-term holding, management and funding of
majority shareholdings in companies and the acquisition,
holding, management and securing of minority shareholdings
in companies, in particular German and foreign companies in
the financial services and media sectors, as well as the provi-
sion of management, consultancy and other services, in
particular for existing investments.

2. The aim of the company is the long-term funding and
appreciation in value of the majority shareholdings.

3. The Company is entitled to perform all transactions and
measures which do not require permission that are either
directly or indirectly necessary to achieve the corporate
purpose, or appear to be useful."

7. Resolution regarding the approval of the profit and loss
transfer agreement with Patriarch Multimanager GmbH

FinLab AG entered into a profit and loss transfer agreement with
Patriarch Multimanager GmbH, based in Frankfurt am Main and a
wholly-owned subsidiary of FinLab AG on June 2, 2016. The profit
and loss transfer agreement requires both the approval of the
Shareholders' Meeting of Patriarch MultiManager GmbH and the
approval of the Shareholders' Meeting of FinLab AG.

The Executive Board and Supervisory Boards propose the following resolution:

The conclusion of the profit and loss transfer agreement of June 2, 2016 between FinLab AG and Patriarch Multimanager GmbH, based in Frankfurt, is to be approved.

The profit and loss transfer agreement has the following main content:

"PROFIT AND LOSS TRANSFER AGREEMENT

of June 2, 2016

between

FinLab AG

Grüneburgweg 18

60322 Frankfurt am Main

(entered into the commercial register of the Local Court of Frankfurt am Main under HR B 58865)
(hereinafter referred to as "**FinLab**")

and

Patriarch MultiManager GmbH

Grüneburgweg 18

60322 Frankfurt am Main

(entered into the commercial register of the Local Court of Frankfurt am Main under HR B 58319)
(hereinafter referred to as "**PMM**")

1. Preamble

1.1 FinLab is the sole shareholder of PMM, with a total nominal share value of EUR 250,000.00. The shareholding existed for the entire calendar year 2016. PMM is therefore financially incorporated into the FinLab company within the meaning of Section 14 para. 1 no. 1 KStG.

1.2. The business purpose of FinLab is the acquisition, management and sale of shares or investments of all types, in particular investments in German and foreign companies in the financial services and media sector, in addition to the provision of management, consultancy and other services, in particular for existing investments.

1.3. The business purpose of PMM is the provision of support services for the management of companies in the financial sector, in particular the analysis of and advice on business decisions and

all related services, the mediation of the conclusion and evidence of the opportunity to conclude contracts regarding the acquisition of shares from an investment company, from foreign investment units which can be distributed pursuant to the German Foreign Investment Act (Auslandsinvestment-Gesetz), provided that the conditions of Section 2 para. 6 sentence 1 no. 8 KWG are met, from other publicly offered investments which are managed for the joint account of the investors and from publicly offered shares in corporations and limited partnerships, and from securitized exposures against corporations or limited partnerships, to the extent no permission is required pursuant to Section 32 KWG.

Now therefore, the parties FinLab and PMM enter into the following agreement:

2. Profit transfer

2.1. PMM undertakes, taking the provisions of Section 301 AktG into account, to transfer to FinLab its total net income as its entire profit, less (i) any loss carried forward from the previous year, (ii) the amount which according to Section 300 AktG is to be allocated to the statutory reserves, and (iii) an amount barred from distribution pursuant to Section 268 para. 8 HGB, also taking the following paragraphs into account. FinLab in turn undertakes to accept the transfer of profits pursuant to paragraph 2.1 of this contract for the duration of the contract.

2.2. PMM can only allocate the funds from the net income to the retained earnings with the consent of FinLab (Section 272 para. 3 HGB) with the exception of the statutory reserves, if this is economically justified according to prudent business judgment. The reserves accumulated over the term of this profit and loss transfer agreement (other retained earnings pursuant to Section 272 para. 3 HGB with the exception of the legal reserves) are to be dissolved and paid to compensate for a loss or profit if requested by FinLab and if this is economically justified according to prudent business judgment. The transfer of income from the release of pre-contractual reserves is excluded.

3. Loss absorption

3.1. FinLab in turn undertakes to pay compensation for any other net loss incurred by PMM during the term of the contract (loss absorption).

3.2. The provisions of Section 302 AktG, as amended, apply to the loss absorption.

4. Maturity

4.1. PMM shall be granted the right to transfer profits pursuant to

paragraph 2 at the end of each financial year. The claim is due for payment with validation on this date.

4.2. Paragraph 4.1 applies to the obligation to absorb losses pursuant to paragraph 3 as long as this does not conflict with the provisions of Section 302 AktG in the respective valid version.

5. Maximum profit transfer

The profit transfer by FinLab must not exceed the amount specified in Section 301 AktG and Section 17 KStG.

6. Effective date and duration

6.1. This profit and loss transfer agreement requires the approval of PMM's Shareholders' Meeting and the approval of FinLab's Shareholders' Meeting. The agreement shall be effective upon entry in the commercial register of PMM.

6.2. The profit transfer specified in this agreement applies for all financial years of PMM from the beginning of the financial year in which the profit and loss transfer agreement is entered in the commercial register of PMM, but no earlier than in the financial year beginning on January 1, 2016.

6.3. This agreement shall be concluded for an indefinite period and can be terminated for the first time after a minimum period of five (5) calendar years starting from the beginning of the financial year in which it becomes effective pursuant to paragraph 6.2 as at the end of a financial year of PMM, with a notice period of three (3) months. If the validity of this agreement or its proper implementation is not fully or partially recognized with regard to tax, the parties hereby agree that the minimum term shall begin on the first day of the financial year of PMM for which the conditions for the tax recognition of its effectiveness or its correct execution is available for the first time or has been restored for the first time.

6.4. Termination of this agreement for good cause without notice is permitted, even during the minimum term. In particular, this agreement can be terminated for good cause without notice with effect from the date of transfer of the PMM shares if FinLab sells all of the PMM shares or a volume of shares or uses them in any other way which results in the inapplicability of the conditions for the financial inclusion of PMM in FinLab pursuant to Section 14 para. 1 no. 1 KStG, including in the event of a merger, division or liquidation, or if an external shareholder invests in PMM for the first time pursuant to Section 307 AktG. In this case, FinLab is only required to pay compensation for the share of losses or acquire the proportionate profits of PMM up to the respective

relevant effective date.

6.5. The termination must be in writing.

6.6. Upon termination of the agreement in accordance with Section 303 AktG, FinLab shall be required to pay the creditors of PMM a security upon their request.

7. Various

7.1. This Agreement is to be interpreted taking the provisions of Sections 14 et seq. KStG into account. In the event of changes to a legal provision significant to this Agreement or a change of law, the parties undertake to adapt the Agreement in accordance with the changed circumstances and correspondingly apply the changed binding legal provisions. Moreover, the directly or indirectly referenced legal regulations, as amended, apply, if and to the extent this is required (dynamic reference) for the tax approval of the profit and loss transfer agreement (tax consolidation).

7.2. If one or more of the clauses agreed here is or becomes ineffective or unenforceable or contains loopholes, this shall not affect the validity of the remaining clauses. A provision which reflects the economic (tax) effect of the invalid or unenforceable provision in a permissible way shall replace the invalid or unenforceable provision. A provision which would have been agreed between the parties with regard to their economic (tax) intentions if they had been aware of the loophole shall replace the incomplete provision."

Delivery of documents

From the date on which the Shareholders' Meeting is convened onwards, the following documents will be available for inspection by the shareholders in the offices of the Company, Grüneburgweg 18, 60322 Frankfurt am Main and will also be available at the Shareholders' Meeting.

- Approved annual financial statement of December 31, 2015 of FinLab AG and Supervisory Board report for the 2015 financial year.
- Profit and loss transfer agreement between FinLab AG and Patriarch MultiManager GmbH of June 2, 2016.
- Joint report of the Management of Finlab AG and the Management of Patriarch Multimanager GmbH regarding agenda item 7 in accordance with Section 293a AktG.
- Annual financial statements of FinLab AG of December 31, 2015, December 31, 2014 and December 31, 2013.

- Annual financial statements of Patriarch MultiManager GmbH of December 31, 2015, December 31, 2014 and December 31, 2013.

The documents will be available on the Company's website www.finlab.de in the "Shareholders' Meeting" tab once the Shareholders' Meeting has been convened. Each shareholder will be sent a copy of these documents promptly and free of charge upon request. The request must be sent to the address provided below for counter-proposals and election nominations.

Addresses for registration and any counter-proposals and election nominations

Please use the following address to register for the Shareholders' Meeting:

FinLab AG
c/o Computershare Operations Center
80249 Munich
Fax: +49 89 30903 – 74675
Email: anmeldestelle@computershare.de

The following address is available for any counter-proposals or nominations:

FinLab AG
Legal Department
Grüneburgweg 18
60322 Frankfurt am Main
Fax +49 (0)69 719 12 80 - 217
Email: rechtsabteilung@finlab.de

Voluntary information to participate in the General Meeting and exercise voting rights

Unlisted companies are only required to specify the name and headquarters of the company, the time and place of the Shareholders' Meeting, the agenda and the above-mentioned addresses in the invitation.

The following information has been provided voluntarily in order to facilitate the participation of limited liability shareholders in the Shareholders' Meeting.

Those limited liability shareholders who have registered by the

deadline and are entered into the share register on the date of the Shareholders' Meeting are entitled to attend the meeting and exercise their voting rights.

The Company must be notified of the registration at the above-mentioned address at least six days before the meeting, i.e. by July 8, 2016 (midnight).

The shares are not barred or blocked by registering for the Shareholders' Meeting. Shareholders may therefore continue to freely dispose of their shares, even after registration. The shareholding entered in the share register on the date of the Shareholders' Meeting is decisive for participation and voting rights. This will correspond to the shares held at the registration deadline on Friday, July 8, 2016 at midnight, as from this point onwards no changes will be made to the share register for technical reasons, with effect from the expiry of the registration deadline until the end of the day of the Shareholders' Meeting (cessation of changes). The technically significant inventory date (the Technical Record Date) is therefore the end of Friday, July 8, 2016. Individuals who acquire Company shares and are not yet registered in the share register are therefore asked to submit re-registration requests as soon as possible.

Shareholders can find further details in the Articles of Association, which are available on the Company's website.

Statement according to Section 125 para. 1 sentence 4 AktG

The voting right can also be exercised by an authorized representative, e.g. by a bank or shareholders' association.

Frankfurt am Main, June 2016

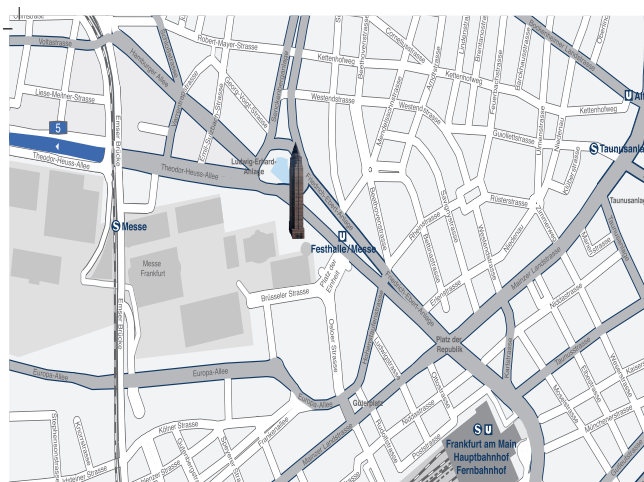
FinLab AG
The Management

For your notes

For your notes

Directions for the Shareholders' Meeting

MesseTurm, "Gamma" Room
Friedrich-Ebert-Anlage 49
60308 Frankfurt am Main



By car

Access to Messeturm car park on Ludwig-Erhard-Anlage / Friedrich-Ebert-Anlage. All motorway routes are just minutes from nearby Westkreuz.

Public transportation

The main railway station is only one subway station (U4) or a five-minute walk away. Long-distance and regional trains, the subway, suburban railway and trams operate in all directions, including to the airport.

In the interests of all shareholders, traveling expenses will not be paid by the Company.

FinLab AG

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