

System of remuneration for the ~~managing directors~~ Managing Directors

This remuneration system describes the principles used to determine the remuneration of the managing directors of CompuGroup Medical Management SE. The regulations in ~~Sections sections~~ 87a, 120a German Stock Corporation Act (AktG) on the establishment and approval of a remuneration system for the ~~Management Board~~ managing directors are ~~in any case~~ not directly applicable to CompuGroup Medical SE & Co. KGaA ("CompuGroup Medical" or "Company") due to its legal form as a partnership limited by shares (Kommanditgesellschaft auf Aktien). ~~The management of~~ CompuGroup Medical ~~SE & Co. KGaA is~~ conducted/managed by its general partner, CompuGroup Medical Management SE. ~~In turn, the management at~~ CompuGroup Medical Management SE, ~~in turn,~~ is ~~the responsibility of~~ managed by its managing directors ("~~managing directors~~ Managing Directors"). As CompuGroup Medical Management SE itself is not listed on the stock exchange, ~~Sections sections~~ 87a, 120a German Stock Corporation Act (AktG) ~~also do not have direct applicability~~ apply directly to ~~it and the managing directors, the company or the Managing Directors.~~

The ~~managing directors~~ Managing Directors have indirect management responsibility for the business of CompuGroup Medical. For reasons of good corporate governance and transparency, this remuneration system for the ~~managing directors~~ Managing Directors therefore follows ~~Sections sections~~ 87a, 120a German Stock Corporation Act (AktG) on a voluntary basis and as such will be presented to the ~~2021~~ 2022 Annual General Meeting of CompuGroup Medical for approval. The recommendations of the German Corporate Governance Code are also taken into account in this remuneration system unless expressly outlined otherwise in the Company's ~~statement~~ declaration of ~~compliance~~ conformity.

1. Key features of the remuneration system for the ~~managing directors~~ Managing Directors

CompuGroup Medical ranks among the global leaders in the development of e-health solutions and sells efficiency and quality enhancing software and IT services for the healthcare sector. This position as a leading international supplier of IT solutions for the healthcare sector will be further ~~extended~~ expanded in the future through organic and inorganic growth.

CompuGroup Medical ~~focuses very~~ strongly focused on ~~its growth strategy~~. This philosophy of growth is ~~firmly rooted in~~ mainly based on the ~~notion/idea~~ that growth ~~generates benefits/brings advantages for the company~~ that go beyond ~~the purely~~ economic ~~advantage/benefits~~ and is ~~consequently of great significance to~~ therefore highly important for all stakeholders ~~in of~~ CompuGroup Medical. Corporate strategy therefore focuses very significantly on further growth without neglecting economic efficiency and sustainability. ~~The core~~ Core elements of this corporate strategy ~~are the~~ include further ~~expansion of~~ expanding the relevant customer base, ~~the sale of~~ selling new products and services to existing customers, and ~~a continuously~~ maintaining a stable leading position in the field of technology and innovation.

The remuneration system for the ~~managing directors~~ Managing Directors provides ~~an important~~ a crucial incentive ~~for the implementation of~~ to implement the corporate strategy of CompuGroup Medical ~~with~~ based on ambitious ~~performance~~ targets derived from ~~the corporate that~~ strategy. The individual ~~components of the~~ remuneration ~~package~~ components promote the ~~implementation of~~ three ~~cornerstones~~ key corner stones of the corporate strategy: growth, ~~economic efficiency~~ profitability, and sustainability.

At the same time, the remuneration of the ~~managing directors~~ Managing Directors ~~has been devised to remunerate~~ them ~~appropriately according to~~ adequately, reflecting their performance, and ~~area of activity~~ their office and responsibility ~~that, which~~ extends indirectly to CompuGroup Medical. The success and future prospects of the Company in ~~at the~~ relevant

~~comparable~~competitive environment are also ~~decisive~~key criteria for the remuneration of the ~~managing directors~~Managing Directors.

The development

MARKUP Version

~~In preparing the structure of the remuneration system, special attention is paid to the following guiding principles particularly into account:~~

- ~~Promotion~~**Promoting and implementation of implementing the corporate strategy:**

By setting ~~challenging long and ambitious~~ short-term ~~and long-term~~ performance targets, ~~which that~~ are in line with the ~~desired goals for~~ corporate development and make ~~these them~~ measurable in ~~specific terms a targeted manner~~, the remuneration system as a whole contributes to ~~the promotion~~ promoting and ~~implementation of the implementing CompuGroup Medical's~~ corporate strategy of CompuGroup Medical.

- **Harmonization with the interests of shareholders and stakeholders:**

The remuneration system ~~vitaly contributes~~ makes a crucial contribution to ~~linking~~ aligning the interests of the ~~managing directors~~ Managing Directors with ~~these the interests of the~~ shareholders and other stakeholders ~~by tying, as the large majority lion's share of the~~ variable remuneration is linked to the long-term performance of CompuGroup Medical and the ~~share price~~ development of ~~the~~ CompuGroup Medical ~~share~~ share.

- ~~Focus~~**Focusing on long-term, and sustainable development:**

The long-term, ~~and~~ sustainable development of CompuGroup Medical is promoted by ~~the provision of granting~~ a long-term variable remuneration component and ~~the implementation of sustainability criteria (environmental, social, governance – the implementing~~ ESG criteria (Environmental, Social, Governance) in the short-term variable remuneration ~~component~~.

- ~~Performance related remuneration ("Pay for Performance");~~ performance:

~~The managing directors will~~ Managing Directors receive performance-related remuneration through ~~the setting of appropriate~~ based compensation with adequate and ambitious targets ~~as part of for~~ the variable remuneration. ~~The component. If the targets are not met, the variable remuneration may component can~~ be reduced to zero; ~~at the same time, if the targets are missed; equally exceeded,~~ it can be ~~increased~~ raised up to an upper limit (~~"a certain maximum amount (cap") if targets are exceeded.~~).

- **Compliance:**

The ~~current regulatory requirements regarding the~~ structure of ~~remuneration for company directors~~ are taken into account in the process of developing the remuneration system for the ~~managing directors~~ Managing Directors ~~takes into account the applicable regulatory requirements for the structuring of executive remuneration.~~

2. Processes for determining, implementing and monitoring the remuneration system

In the interests of good corporate governance, CompuGroup Medical also applies the principles of ~~Sections sections~~ 87a (1), 120a (1) German Stock Corporation Act (AktG) to CompuGroup Medical Management SE on a voluntary basis. The Administrative Board of CompuGroup Medical Management SE ("Administrative Board") ~~shall determined~~ determines a remuneration system for the ~~managing directors~~ Managing Directors according to the regulations for resolutions on the remuneration system for the ~~Management Board~~ management board of a listed corporation.

The Administrative Board may ~~call upon an use~~ external ~~advisor~~ advisors as part of the preparation process. The Administrative Board took up this option. ~~It~~ When assigning the mandate to the external remuneration advisor, ~~the independence of it was ensured that~~ the advisor is independent from the ~~managing directors as well as~~ Managing Directors, from CompuGroup Medical as well as from

CompuGroup Medical Management SE ~~was taken into account~~. Further, the general provisions of the German Stock Corporation Act and the German Corporate Governance Code on dealing with conflicts of interest are/were observed ~~during the determination~~ while determining and implementation of implementing the remuneration system and the ongoing monitoring thereof. ~~Should any conflicts of interest exist, the~~ The members of the Administrative Board concerned are to make ~~themany conflicts of interests that might arise~~ known to the ~~Chairman~~ chair of the Administrative Board and refrain from participating in the relevant votes within the Administrative Board. ~~Where~~ Any significant conflicts of ~~interest exist~~ interests, which are not merely temporary, ~~these~~ will lead to the termination of the mandate.

This remuneration system serves to further develop the system approved by the Annual General Meeting of CompuGroup Medical on May 19, 2021. The resolution for the remuneration system was resolved upon passed at the meeting of the Administrative Board on March ~~2, 2021~~ 7, 2022 and the system will again be submitted to the Annual General Meeting of CompuGroup Medical for approval in accordance with ~~Section 120a (1) section 120 (3)~~ German Stock Corporation Act (AktG) as amended. Should approval ~~to of~~ the remuneration system as submitted be denied, the Administrative Board will submit a ~~reviewed~~ revised remuneration system to the next Annual General Meeting of CompuGroup Medical in accordance with ~~Section 120a section 120~~ (3) German Stock Corporation Act (AktG).

~~This remuneration system shall be valid for all contracts of service for managing directors newly concluded or extended as of March 2, 2021. The existing contracts of service of acting managing directors do not correspond to all aspects of this remuneration system and benefit from protection in this respect. This particularly concerns the one-off issuance of share options for the full term of the contract (as opposed to issuing share options in annual tranches as stipulated in this remuneration system) and compliance with new corporate laws imposed by the Act on the Implementation of the Second Shareholders' Rights Directive (ARUG II) and individual new recommendations in the German Corporate Governance Code, such as the specification of maximum remuneration as per Section 87a (1) Sentence 2 No. 1 German Stock Corporation Act (AktG) and the possibilities for withholding or reclaiming variable remuneration components. The specific remuneration of managing directors based on existing contracts of service may be derived from the respective Remuneration Reports.~~

This remuneration system shall apply to each new employment contract and to each extension of employment contracts with Managing Directors agreed from the day following the Annual General Meeting 2022. The employment contracts of Managing Directors concluded or extended since the 2021 Annual General Meeting already anticipate the changes provided for in this remuneration system. However, to the extent that these employment contracts contain provisions resulting from the amendments to this remuneration system, they are subject to submission for approval by the Annual General Meeting and, to that extent, shall not apply until after such submission. Employment contracts of the Managing Directors already in office before the remuneration system was set up do not in all respects comply with this remuneration system and are protected by grandfathering provisions.

3. Determination of specific target total remuneration package, appropriateness of the remuneration of managing directors

In determining the target ~~total~~ remuneration package for the ~~managing directors~~ Managing Directors, the Administrative Board takes care to ensure that it is proportionate to the responsibilities and performance of the managing director Managing Director and the situation of the Company, that it does not significantly exceed the usual remuneration without good reason and is conducive to the long-term, sustainable development of the Company.

In a market comparison, the remuneration amounts are compared with an adequate reference group (~~("horizontal comparison")~~) in order to ensure appropriateness. To prevent an automatic upward trend, the Administrative Board ~~will apply~~applies caution when using the horizontal comparison. National and international listed companies of comparable size and sector ~~will be~~are used to form the reference group, e.g. MDAX companies and global software and technology companies. The Administrative Board ~~will also take~~takes into account internal remuneration ~~ratios~~ratios by comparing the remuneration of the ~~managing directors~~Managing Directors with the remuneration of the management level below the ~~managing directors~~Managing Directors and that of the rest of the workforce ("vertical comparison"). The vertical comparison ~~will also consider~~considers the long-term remuneration trends in the employee groups mentioned above ~~over time~~.

4. Overview of the remuneration system for the remuneration of the managing directors

4.1. Remuneration components

The remuneration of the ~~managing directors~~Managing Directors is made up of fixed and variable components.

The fixed components comprise the fixed annual salary ("~~fixed salary~~Fixed Salary") and fringe benefits. ~~There is no CompuGroup Medical does not grant a company pension scheme.~~

The variable remuneration comprises a short-term component and a long-term component. The short-term variable remuneration is granted annually in the form of a bonus, while the ~~provision of the~~ long-term variable remuneration is ~~made annually~~granted in the form of a share option ~~scheme~~award.

The remuneration components are summarized in the following table:

Remuneration components at a glance	
Fixed remuneration components	
Fixed Salary	Non-performance-related fixed remuneration for the whole year and paid in twelve monthly installments
Fringe benefits	<ul style="list-style-type: none"> ➤ Company car for work-related and personal use ➤ Group accident insurance ➤ D&O insurance policy ➤ Allowances for health and nursing care insurance up to the maximum statutory contribution limit ➤ If applicable, relocation expenses and overnight accommodation costs assumed for newly appointed Managing Directors
Variable remuneration components	
Short-term variable remuneration	
Plan type	Target bonus model
Performance targets	<ul style="list-style-type: none"> ➤ Group targets (30 %–70 %) <ul style="list-style-type: none"> ✓ 15 %–35 % revenues ✓ 15 %–35 % adjusted EBITDA ➤ Individual targets (30 %–70 %) <ul style="list-style-type: none"> ✓ Including ESG-based targets, targets relating to the area of responsibility, and any other Group targets
Performance period	One year
Cap	200 % of the target amount
Payment	In cash after the end of the performance period
Long-term variable remuneration	

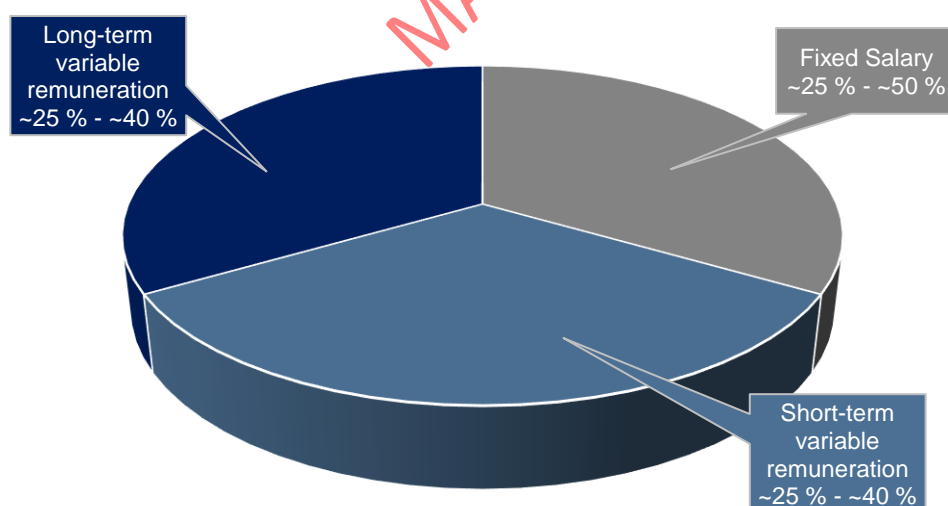
Plan type	Share option program
Key parameters	<ul style="list-style-type: none"> ➤ Performance period: three years ➤ Waiting period: four years ➤ Exercise period: six years
Exercise conditions	<ul style="list-style-type: none"> ➤ Share price increase of at least 15 % ➤ Share options may not be forfeited (e.g., due to resignation)
Exercise	<ul style="list-style-type: none"> ➤ Must be exercised within a period of four weeks beginning on the third working day after the results for the respective quarter or financial year are announced ➤ May be exercised in full or in part in tranches of a minimum of 10,000 option rights ➤ Exercise price equates to the volume-weighted average price of shares during the period beginning 45 days before and ending 45 days after the issue date
Other contractual components	
Malus and clawback provisions	Partial or full reduction of granted short-term variable remuneration and/or reclaiming thereof
Maximum remuneration p.a.	Pursuant to section 87a (1) no 1 AktG, the maximum remuneration amounts to EUR 15,000,000 p.a. for each Managing Director
Benefits in the case of early dismissal/termination of employment contract	Severance payments may not exceed the remuneration for the remaining term of the employment contract until its ordinary termination date; they are limited to a maximum of two years' total remuneration ("Severance Pay Cap")
Change of control	Payments made following a change of control may not exceed a maximum of 150 % of the fixed and short-term variable remuneration components until the ordinary termination date of the employment contract up to a maximum period of two years

MARKUP Version

4.2. Remuneration structure

The required legal alignment structure of the target remuneration with package has a long-term, focus and is aimed at sustainable corporate development of the Company shall be achieved through the structure of the, as required by law. The target total remuneration. In it, the fixed salary package consists of the total amount of all compensation components (including fringe benefits makes up) granted for a financial year. In the case of short-term variable remuneration, the target remuneration package is determined on the basis of the amount of the bonus assuming 100 % target achievement; in the case of long-term variable remuneration, the Administrative Board determines the average value of the share options (in each case the "Target Amount") at the time the contract is concluded using standard market valuation methods (e.g. a Monte Carlo simulation).

The Fixed Salary (including fringe benefits) as a percentage of the target remuneration package is generally between ~25 % and ~50 % of the annual target total remuneration, and package, while the share of the short-term variable remuneration also amounts to is between ~25 % and ~40%. The share %, and the Target Amount of the long-term variable remuneration is also between ~25 % and ~40%. On an %. Within this context, attention is paid in each individual level, case to ensuring that the variable remuneration component clearly outweighs the fixed variation, remuneration component; and that within the variable variation, the target amount of the long-term variable remuneration outweighs the target amount of the short-term variable remuneration. With 100% target achievement component, the share Target Amount of the long-term variable remuneration will therefore be component outweighs the Target Amount of short-term variable remuneration component. The "pay for performance" objective of the remuneration system for Managing Directors is fulfilled by the fact that the variable portion of the remuneration package is generally much higher than the share of the short-term variable remuneration. The general weighting towards the variable share of the remuneration reinforces the concept of performance-related pay, which governs the remuneration of the managing directors fixed share.



Deviations from the ratios of the target remuneration package as described may occur (i) if new share options are not granted or are only granted to a limited extent when contracts are extended, (ii) due to the development of share prices price performance or the costs valuation of the contractually agreed fringe benefits, or (iii) if individual Managing Directors are granted supplementary remuneration components because they have taken on additional tasks on a proxy basis (e.g. if only the Fixed Salary

is increased). Equally, the ratios may vary slightly in the event of special payments being granted due to ~~the accession of new appointees taking up office.~~

MARKUP Version

4.3. Maximum remuneration

The remuneration of the ~~managing directors~~ Managing Directors is ~~limited by~~ capped at a maximum remuneration amount ~~in accordance with Section 87a~~ within the meaning of section 87 a (1) Sentence ~~2~~ 1 German Stock Corporation Act (AktG). This forms an upper limit for the sum total of the ~~fixed salary~~ Fixed Salary and fringe benefits, and the short-term and long-term variable remuneration components. The ~~upper limit relates~~ cap refers to the sum total of all payments (including fringe benefits) resulting from the remuneration granted ~~per fiscal~~ in one financial year. The maximum ~~remuneration for each managing director shall be EUR 15 million gross per fiscal year~~ remuneration per financial year of each Managing Director is capped at mEUR 15.

The ~~amount of the~~ individually agreed maximum remuneration amount takes special account ~~in particular~~ of the fact that the long-term variable remuneration is ~~provided~~ issued in the form of share options, which have a ~~distinct opportunity pronounced~~ risk-reward profile. ~~The granting of share options regularly affords~~ Share option awards can lead to high profit ~~opportunities, at the same time however there is the possibility of the expiry of the takings, but~~ options can also be forfeited, meaning ~~the complete loss of multiple years of~~ that the multi-year variable remuneration can be lost entirely, especially if the ~~specified~~ target increase in ~~the~~ share price is not achieved. Any special payments made on taking up office or severance payments made when a Managing Director leaves the Company are disregarded in calculating the maximum remuneration.

Details

5. Detailed description of the remuneration system

5.1.

Fixed remuneration components

5.1.1.1. Fixed salary

The Fixed Salary is a fixed salary ~~is a~~ remuneration ~~fixed over the course of~~ for the whole year and paid in twelve monthly installments.

5.1.2. Fringe benefits

~~The managing directors~~ Additionally, the Managing Directors receive ~~additional~~ payments in kind and other remuneration ("~~fringe benefits~~ Fringe Benefits"). In addition to the provision of a company car commensurate to their position for work-related and personal use, these include insurance premiums for a Group accident insurance policy and D&O insurance with an appropriate amount of cover and an excess amount in accordance with ~~Section~~ section 40 (8) of the ~~Statute for a European company (SE Implementation Act (SEAG)~~ in conjunction with Section ~~93 (2) Sentence~~ 3 German Stock Corporation Act (AktG). ~~In addition, grants~~ Allowances may further be ~~given~~ granted for private health and nursing care insurance covering up to 50% of the ~~verified premium~~ evidenced contribution but not exceeding the maximum employer contribution for statutory health and nursing care insurance.

Further, relocation expenses may be covered for newly appointed ~~managing directors~~ Managing Directors as well as the cost of ~~overnight~~ accommodation for a period of up to six months.

Furthermore, the Administrative Board may, at its reasonable discretion, temporarily reimburse the expenses for extraordinary ancillary costs (e.g. security measures) if a significant change in

circumstances thus requires. The Administrative Board also has the option of granting one-time special payments to new Managing Directors particularly in compensation for the loss of variable remuneration entitlements from a previous employment relationship caused by the move to CompuGroup Medical Management SE, or to cover the costs arising from a change of location when assuming office.

MARKUP Version

5.2. Variable remuneration components

5.2.1. Short-term variable remuneration

5.2.1.1. How the short-term variable remuneration works

The short-term variable remuneration of the ~~managing directors~~ Managing Directors is designed as a system of target bonuses. ~~A~~ A Target Amount for the annual bonus is set for each Managing Director. This Target Amount applies to the assumption that performance targets will be 100 % achieved. The specific performance targets and associated target values are set before the beginning of every fiscal ~~the respective financial year, each managing director is given a target. The amount. The of the bonus then depends on the degree of target achievement generated from the previously defined targets (see below for more details), but is multiplied to calculate the individual target amount, which is paid in cash and capped at limited to 200 % of the target amount. Target Amount (cap).~~

The ~~target achievement for the relevant fiscal year is dependent on~~ performance targets ~~which~~ can be divided into two target categories: Group targets and individual targets. While Group targets focus primarily on growth and ~~economic efficiency~~ profitability, the individual targets center on the respective Managing Director's area of responsibility ~~of the managing director~~ and on ESG factors (environmental, social, governance). By taking into account individual performance targets, the Administrative Board is able to set ~~targeted~~ individual incentives for ~~managing directors~~ Managing Directors and thereby, for example, promote the successful completion of key projects in the ~~managing director's~~ Managing Director's area of responsibility or the achievement of ESG goals. All performance targets are added up and interlinked. The Group targets account together for ~~50%—75~~ 30%—70 % of the total target amount, and the individual targets make up ~~25%—50~~ the corresponding 30%—70 % of that total. The precise weighting of the ~~various~~ individual performance targets is set out by the Administrative Board prior to the start of the relevant ~~fiscal~~ financial year ~~in each case. The share of group targets will usually be higher for the CEO and the CFO than for the other Managing Directors who have direct responsibility for a specific business area.~~

The table below illustrates the structure of the short-term variable remuneration:

Short-term variable remuneration – basic functionality				
Target Amount in EUR	Total target achievement (0 %–200 %)			Payment in cash (cap at 200 % of Target Amount)
	Group targets		Individual targets	
	Target achievement (0 %–200 %)		Target achievement (0 %–200 %)	
	Revenues	Adjusted EBITDA	Including targets based on ESG, area of responsibility and other Group targets, if applicable	
	Weighting 15 %–35 %	Weighting 15 %–35 %	Weighting 30 %–70 %	

5.2.1.2- Performance targets for short-term variable remuneration – Group targets

The Administrative Board defines a target value for all Group targets prior to the start of the ~~fiscal~~financial year. The achievement of this target value leads to a target achievement of 100%. In addition, a threshold value as well as a maximum value is specified for each target. Target achievement levels between the threshold and target value and between the target and maximum value are interpolated on a ~~linear~~straight-line basis.

Failure to meet the threshold value equates to a target achievement of 0% for that specific performance target and therefore to the complete loss of the pro rata remuneration for this target. If the maximum value for a particular performance target is achieved or exceeded, this leads to a target achievement level of a maximum of 200% (cap). Any further increase in the value of that particular performance target will not result in an increment in the target achievement level, nor may it be used to offset other performance targets with lower achievement levels.

The Group targets found in the short-term variable remuneration are derived from the corporate strategy of CompuGroup Medical and specifically include ~~details of sales~~revenues and adjusted EBITDA.

a. Sales

Sales. Revenues

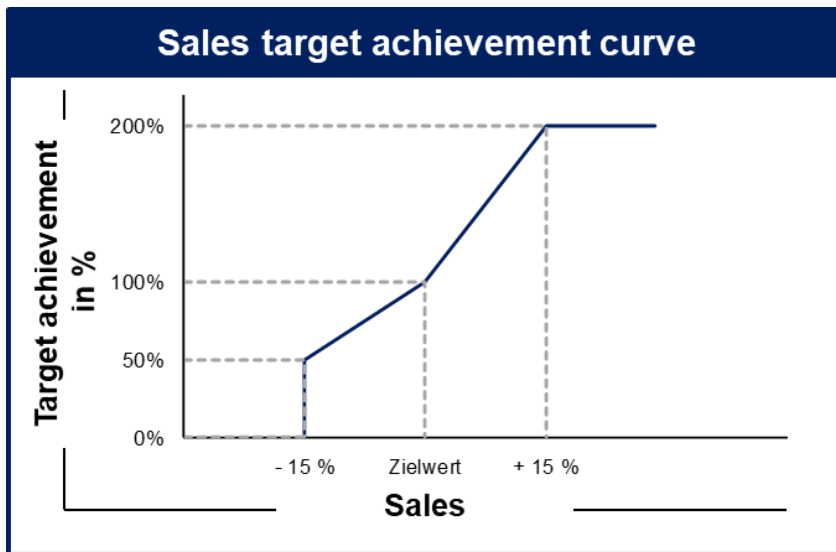
Revenues are a key performance indicator of CompuGroup Medical and make up ~~25%–40~~15 %–35 % of the total target achievement of the short-term variable remuneration. This performance indicator offers an insight into the ability to fulfill the primary growth target and is defined ~~by the turnover as~~revenues with third parties. Sales Revenue performance includes both organic and inorganic growth. The use of sales revenues as a performance target underscores the growth philosophy of CompuGroup Medical and makes a significant contribution to the successful implementation of corporate strategy.

The target value for the Group target of “sales Revenues” equates to a target achievement level of 100%. It is derived from the budget and is defined annually by the Administrative Board ~~at the same time~~astogether with the specific threshold and maximum values. At the moment, the threshold and maximum values equate to missing or exceeding the target value by exactly 15% in both cases.

|

MARKUP Version

The resulting target achievement curve ~~currently appears~~ as follows:

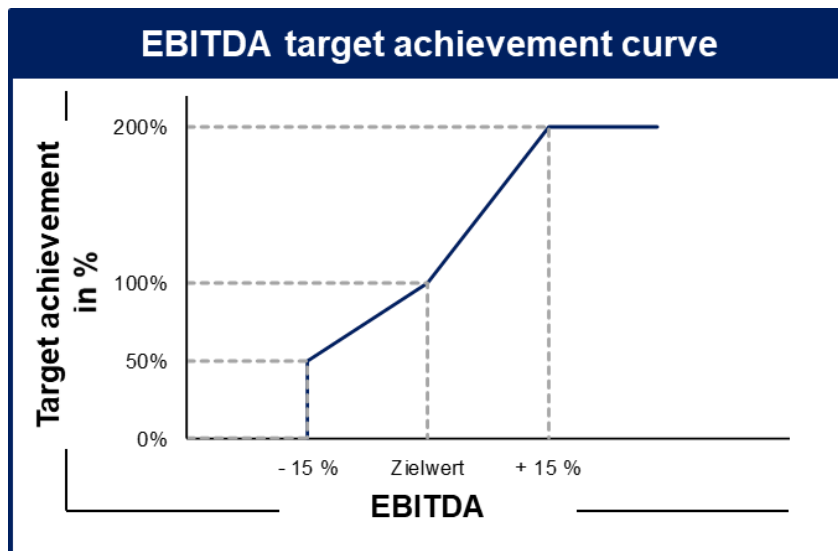


b. Adjusted EBITDA

The second Group target influencing the short-term variable remuneration is the adjusted earnings before interest, taxes, depreciation and amortization (EBITDA). ~~The adjusted~~ Adjusted EBITDA is also weighted at ~~25%—40~~ 15 %–35 %. The adjusted EBITDA ~~represents~~ is a good indicator of the ability of CompuGroup Medical to generate cash flow before taking into account expenditure ~~in connection with~~ for taxation, investments and financing. As a complement to sales revenues, this takes account of economic efficiency and incentivizes profitable growth.

The Administrative Board also sets a target value, a threshold value and a maximum value every year for the "adjusted EBITDA" Group target, where the target value is linked to budget planning for the upcoming ~~fiscal~~ financial year. At the moment, the threshold and maximum values equate to missing or exceeding the target value for adjusted EBITDA by exactly 15% in both cases.

The resulting target achievement curve ~~currently appears~~ as follows:



5.2.1.3. Performance targets for short-term variable remuneration – individual targets

Alongside the collective Group targets, which apply equally to all ~~managing directors~~ Managing Directors, individual targets are additionally used to assess and appropriately reward the respective performance of each and every ~~managing director~~ Managing Director. The individual targets are also agreed on with the ~~managing directors~~ Managing Directors prior to the start of each ~~fiscal~~ financial year and ~~are~~ are weighted at ~~25% — %~~ 50%. They contain targets relating to each ~~managing director's~~ Managing Director's area of responsibility as well as ESG-based targets and other Group targets. The individual business area targets place particular emphasis on success within the business area for which the ~~managing director~~ Managing Director is responsible. Possible incentives for this success could be performance targets such as the development and roll-out of OneGroup tools, the establishment of an effective CTO organization or expansion of the customer platform. When selecting these targets, particular attention is paid to their relevance and measurability. In addition to targets relating to areas of responsibility, the individual targets also include ESG targets derived from the corporate and sustainability strategies. Here, the Administrative Board can set specific ESG targets prior to the start of the ~~fiscal~~ financial year, based on the materiality analysis. These might for example relate to the areas of data protection and information security, health protection, equality and diversity or compliance.

Where Group targets are incorporated into the individual targets, they must be linked to the Group-wide role and responsibility of the ~~managing director~~ respective Managing Director and thereby incentivize their performance at Group level.

5.2.2. Long-term variable remuneration

The long-term variable remuneration of the ~~managing directors~~ Managing Directors is granted in the form of a share option ~~scheme~~ program. ~~At~~ Under the ~~start of every fiscal year~~ share option program, the ~~managing directors~~ Managing Directors receive ~~either~~ either subscription rights (~~"share options"~~ "Share Options") ~~to for~~ to for no-par ~~value~~ value bearer shares ~~in of~~ in of CompuGroup Medical SE & Co. KGaA ~~for the period of~~ for the period of (~~"Share Options"~~ "Share Options") ~~on an annual basis for the respective financial year or, in one tranche, share options as a remuneration element for several years or for the entire term of the contract~~ on an annual basis for the respective financial year or, in one tranche, share options as a remuneration element for several years or for the entire term of the contract ~~but not exceeding four years during the period of their initial appointment and any extension to their contract.~~ but not exceeding four years during the period of their initial appointment and any extension to their contract. The Administrative Board

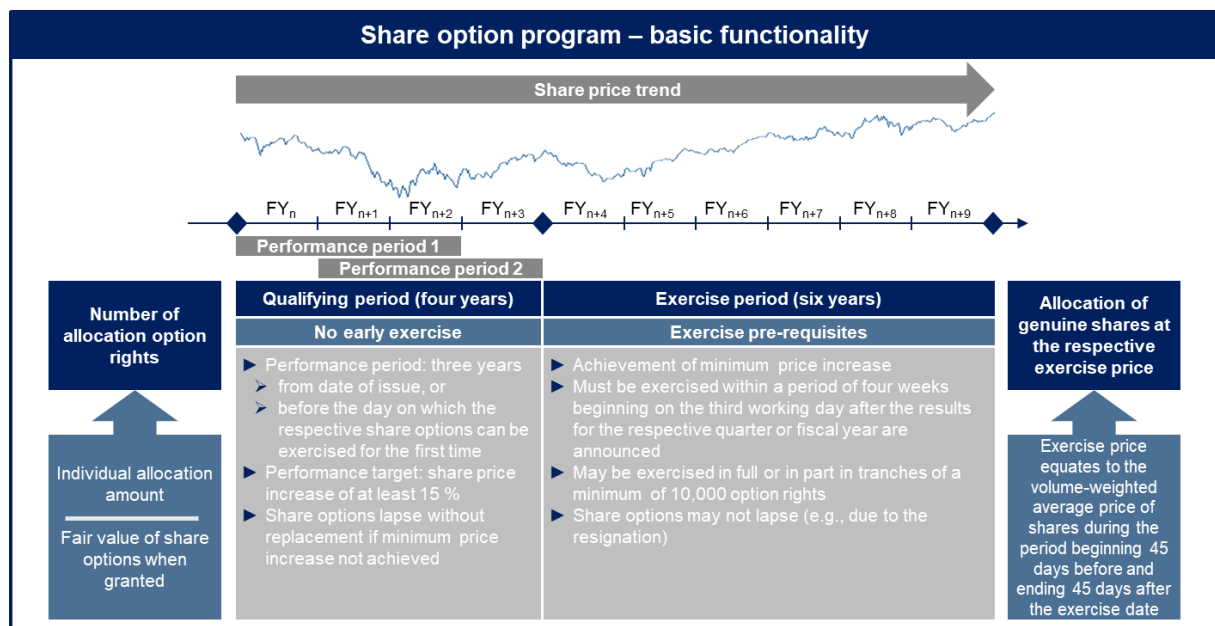
may, at its ~~own discretion choose not to grant all or some, waive the granting of the further~~ share ~~options~~ option awards in whole or in part for the period of a contract extension – and instead provide for a comparable long-term remuneration element, which may also consist in the reallocation or extension of the waiting period of Share Options from previous periods of employment (extended lock-up). Furthermore, the Administrative Board may make the granting of share option awards wholly or partially conditional on the Managing Director having reached a certain minimum target level (e.g. 70 %) of the performance targets for the short-term variable remuneration in the year prior to the granting of the Share Options.

If the share option award is granted in one tranche for several years, the Share Options shall for purposes of (i) the waiting periods, (ii) the exercise conditions, (iii) the forfeiture provisions, (iv) the Target Amount under the target remuneration package and (v) the maximum remuneration, always be allocated proportionately and in equal parts to those years for which they are granted. Accordingly, with regard to the waiting periods, exercise conditions and forfeiture provisions, the day corresponding to the actual issue date in the year for which the Share Options are granted shall be deemed to be the grant date. Accordingly, the Target Amount of long-term variable remuneration (cf. section 4.2) is measured only on the basis of the value of the Share Options granted for the relevant year (instead of taking into account all Share Options in the year of actual issue). Likewise, for the purpose of calculating and not exceeding the maximum remuneration (cf. section 4.3), the Share Options are included in the remuneration proportionately and in equal parts for the years for which the Share Options were granted.

The number of ~~share options~~ allocated annually is calculated on the basis of target amounts stipulated ~~on an~~ Share Options to be granted is agreed in individual basis, which are each divided ~~contracts~~ by the volume-weighted average price of the share on the date of issue, specifying a concrete number of shares or an allotment amount. In the case that an allotment amount is agreed upon, the number of Share Options is determined by dividing the individual allotment amount by the fair value of the Share Options immediately prior to the resolution of the Administrative Board on the issue of the Share Options. In compliance with the respective ~~qualifying~~ waiting and exercise periods (see b. for details) and with the exercise conditions (see c. for details), the ~~managing directors~~ Managing Directors may exercise the ~~share options~~ Share Options at the respective exercise price (see a. for details).

Linking the long-term variable remuneration to the price trend of CompuGroup Medical shares aligns the interests of the ~~managing directors~~ Managing Directors even more closely with those of shareholders. At the same time, the lengths of the performance period, the ~~qualifying~~ waiting period and the exercise ~~periods~~ period are incentives for the long-term, sustainable development of the Company. ~~At the discretion of the~~ The Administrative Board, ~~share options may decide, at its own discretion, whether Share Options that are exercised can be serviced either~~ are settled by utilizing one of the contingent capital ~~arrangements~~ resolved upon for this purpose ~~or through, by utilizing~~ the Company's own shares, or in cash.

The figure below illustrates the structure of the long-term variable remuneration in the form of the share option ~~scheme:program~~:



a. Exercise price

The price per share to be paid upon exercising a share option (“~~exercise price~~Exercise Price”) corresponds to the volume-weighted average price of the share in the Company in the XETRA trading system (or a ~~functionally~~ comparable successor to the XETRA system that fulfils the same function) of the Frankfurt Stock Exchange for a period beginning 45 calendar days before and ending 45 calendar days after the respective ~~date of issue date~~ but not less than the pro rata amount of the share in the share capital of the Company (Sectionsection 9 (1) German Stock Corporation Act (AktG)). The ~~date of issue date~~ of a share option is the day on which the issue of the share option decided by the Administrative Board is communicated to the ~~managing director~~Managing Director (receipt of the declaration).

Qualifyingb. Waiting period, option life and exercise periods

Share ~~options~~Options can be exercised for the first time after the ~~qualifying~~waiting period of four years has expired. The ~~qualifying~~waiting period begins on the ~~date of~~respective issue date and ~~closes at the end of a period of~~ ends no less earlier than exactly four years thereafter after the issue date (end-of-day). After expiry of the ~~qualifying~~waiting period, the ~~share options may be exercised by~~Managing Directors can exercise the managing directors Share Options within a period of six years (the “~~option life~~Option Life”). Within this ~~time, share options~~period, Share Options can be exercised within four weeks of the third working day after the results of the respective quarter of the ~~fiscal~~financial year have been announced (each four-week period constitutes an exercise period). ~~Statutory~~Legal restrictions in ~~accordance~~line with the general regulations remain unaffected.

The ~~option life~~Option Life can be extended by the Administrative Board as deemed appropriate where it is not possible to exercise the ~~option at~~options before the end of ~~its~~their original life due to statutory regulations. The Administrative Board is also authorized to restrict the ~~option life~~Option Life generally or on a case-by-case basis as appropriate, and in the case of such a restriction to extend it on a case-by-case basis. In addition, the Administrative Board may, by individual contract, extend the waiting period for individual Share Options already granted, in particular for Share Options granted during a

previous employment period, by a period of up to four years (extended lock-up) and provide for the Share Options to be long-term variable remuneration for the financial years within the extended waiting period.

c. Exercise conditions

~~A prerequisite~~One condition for exercising ~~share options~~Share Options is that the price of the Company's share has increased by at least 15% in total ("~~minimum price rise~~Minimum Share Price Increase") either (i) in the period of three years from the issue date or (ii) in the period of three years before the date on which the ~~share options~~Share Options in question can be exercised for the first time ("~~performance period~~Performance Period"). The relevant ~~initial~~starting value in case (i) is the ~~exercise price in the case of (i)~~Exercise Price and, ~~in the case of (ii),~~ the volume-weighted average ~~rate~~share price of the ~~Company's share~~Company in XETRA trading (or a ~~functionally comparable successor system taking the place of the with similar functions that replaces XETRA system~~) on the Frankfurt Stock Exchange for a time period beginning 45 calendar days ~~before~~prior to and ending 45 calendar days after the first ~~date~~day of the relevant three-year period. The relevant reference price for ~~measuring the minimum price rise~~the calculation of the Minimum Share Price Increase is the volume-weighted average share price of the ~~Company's share~~Company in XETRA trading (or a ~~functionally comparable successor system taking the place of the~~system with similar functions that replaces XETRA system) on the Frankfurt Stock Exchange during the last three months ~~before~~prior to the expiry of the relevant three-year period ~~expires~~. If the ~~minimum price rise~~Minimum Share Price Increase is not achieved, the ~~share options lapse~~Share Options are forfeited without ~~compensation~~replacement. Options may be exercised in full or in part in tranches of a minimum of 10,000 ~~share options~~Share Options. Options may also be exercised if the employment contract of ~~service of the managing director~~Managing Director has ended but the ~~share options allocated~~Share Options granted to him or her have ~~nevertheless not expired due to the departure of the managing director~~yet been forfeited because of the Managing Director leaving the Company (see 5.2.2. e. below). The Administrative Board may, by individual contract or in the option conditions, raise the Minimum Share Price Increase to 20 %, which is to be measured either within the above-mentioned Performance Period or for the entire waiting period.

d. Adjustments

If, during the life of ~~share options~~Share Options, the Company increases its share capital by issuing new shares with indirect or direct subscription rights for its shareholders, or places ~~treasury~~its own shares, or issues convertible bonds or option bonds with shareholder subscription rights, the Administrative Board is authorized to ~~award~~grant the ~~managing directors a settlement~~Managing Directors compensation in order to offset the dilution effect in part or in full. The ~~settlement~~compensation may take the form of a reduction in the ~~exercise price~~Exercise Price and/or an adjustment of the number of ~~share options~~Share Options. The beneficiaries have no entitlement to economic equalization or ~~compensation~~indemnification, however. The Administrative Board further reserves the right, in the event of extraordinary ~~developments~~circumstances, to use its proper discretion to adjust the economic value of the ~~share options~~Share Options. Should the Annual General Meeting of CompuGroup Medical resolve to issue other or additional performance targets for the granting of Share Options, the exercise conditions for new Share Options to be issued to Managing Directors shall always be based on these resolutions of the Annual General Meeting, and the performance targets and conditions defined by the Annual General Meeting shall in this respect also be deemed to be part of this remuneration system.

e. Rules governing ~~expiry~~forfeiture on ~~departure~~leaving the Company

On termination of ~~a~~ an employment contract of service, all ~~share options~~ Share Options not yet ~~allocated shall lapse~~ granted for the period subsequent to the ~~departure of the managing director~~ Managing Director leaving the Company are forfeited. Where the contract of the ~~managing director~~ Managing Director was continued for at least two years, the share option ~~scheme~~ program for the ~~share options~~ Share Options already awarded will continue to operate in the event of termination according to the original terms and conditions as long as if and insofar as the award of the share options was made to the extent that (A) the Share Options are not forfeited on a pro rata basis in accordance with the provision in the preceding sentence and (B) the Share Options were granted at least 12 months prior to the termination of the employment contract of service, and may be exercised within the framework of the rules of the share option ~~scheme~~ program unless the ~~managing director~~ Managing Director (i) leaves office without good cause as laid out in ~~Section~~ section 626 German Civil Code (BGB), (ii) declines to accept a contract extension with substantially similar terms or does not receive an offer of such a contract extension if because of good cause exists for which the ~~managing director~~ Managing Director is responsible within the meaning of ~~Section~~ section 84 (3) German Stock Corporation Act (AktG), (iii) is removed for good cause for which he or she is responsible within the meaning of ~~Section~~ section 84 (3) German Stock Corporation Act (AktG), or (iv) has his or her employment contract of service terminated by the Company for good cause within the meaning of ~~Section~~ section 626 (1) German Civil code (BGB). The ~~share options~~ Share Options awarded for the previous years and on a pro rata temporis basis for the year of ~~departure~~ leaving the Company can continue to be exercised within the framework of the ~~regulations~~ provisions of the share option ~~scheme~~ program upon retirement, or in the case of ~~departure~~ leaving due to permanent disability for service or invalidity or death.

On termination of the employment contract of service or dismissal as ~~managing director~~ Managing Director for good cause for which the ~~managing director~~ Managing Director is responsible within the meaning of ~~Section~~ section 626 (1) German Civil Code (BGB) or ~~Section~~ section 84 (3) German Stock Corporation Act (AktG), any ~~share options~~ Share Options not yet exercised and whose the qualifying period has not yet elapsed, or vested will ~~expire~~ be forfeited without compensation on the day ~~of the~~ Managing Director leaves the ~~departure of the managing director~~ Company.

6. Remuneration-related transactions

Term of 6.1. Employment contract terms

1.1. The employment contracts of service

~~The contracts of service of the managing director~~ the Managing Directors have a maximum fixed term of five years. In the event that the appointment is revoked by the Administrative Board, such employment contracts end upon expiry of the statutory period of notice pursuant to section 622 (2) of the German Civil Code (BGB). The term of the contract for new appointees is three years at most.

There is no ordinary right to termination; this does not affect the right of both parties to extraordinary termination for good cause in accordance with ~~Section~~ section 626 (1) German Civil Code (BGB).

6.2. Mid-year appointment and ~~departure~~ leaving the Company in the course of the year

If a ~~managing director~~ Managing Director is appointed for the first time during the course of a ~~fiscal~~ financial year and in or leaves the ~~event of a departure~~ Company mid-year, the total remuneration including the one-year variable remuneration and the ~~allocation~~ allotment amount specified by the share option ~~scheme~~ program will be reduced on a pro rata temporis basis corresponding to the length of service in the relevant ~~fiscal~~ financial year. In certain circumstances, ~~share options~~ Share Options that

have been awarded but not yet exercised or ~~are not yet exercisable~~, unvested Share Options may ~~lapse~~ be forfeited without compensation (see 5.2.2.e. above).

6.3. Secondary employment, internal supervisory and administrative board positions

If ~~managing directors~~ Managing Directors take up positions on other supervisory or administrative boards within the CompuGroup Medical Group, any ~~paid~~ remuneration paid and received for such office must be transferred to the Company.

The acceptance of secondary employment outside the CompuGroup Medical Group requires the prior consent of the Administrative Board. When giving consent, the Administrative Board will decide whether any ~~paid~~ remuneration paid for such secondary employment ~~shall be~~ is offset against the remuneration for the work as ~~managing director~~ Managing Director.

6.4. Malus and clawback provisions

The contracts of ~~service of managing director~~ the Managing Directors contain provisions ~~for~~ on withholding (“malus”) and ~~reclaiming~~ (“clawback”) short-term variable remuneration ~~components~~ (malus) or reclaiming already paid out short-term variable remuneration components (clawback).

~~Reducing~~ Such a reducing or withholding or reclaiming all or part of the short-term variable remuneration may ~~occur~~ be imposed as ~~the result of a~~ consequence for a breach of the employment contract justifying extraordinary termination or an intentional or grossly negligent ~~infringement~~ breach of essential due diligence requirements within the meaning of ~~Section~~ section 40 (8) of the ~~Statute for a European company (SE Implementation Act (SEAG) in conjunction with Section~~ section 93 (2) ~~sentence 1~~ (1) German Stock Corporation Act (AktG) (“~~compliance malus~~”/“~~compliance clawback~~” Compliance Malus”/“Compliance Clawback”).

~~It lies within the discretionary powers of the Administrative Board to decide if~~ Whether and to what extent ~~remuneration shall be~~ amounts are withheld or reclaimed. ~~In doing so is at the reasonable discretion of the Administrative Board. To this end,~~ the Administrative Board must take into account ~~not only~~ the significance, ~~the duration and any recurrence~~ potential repetition of the breach of duty ~~by~~ on the part of the ~~managing director,~~ Managing Director in question as well as, in particular, the ~~material~~ physical damage ~~sustained~~ suffered by the Company and the extent to which the ~~managing director~~ Managing Director contributed to ~~it~~ this.

~~Furthermore~~ Moreover, the Administrative Board may ~~correct~~ adjust the ~~determination~~ assessment of ~~the~~ short-term variable remuneration component, or reclaim, in ~~full~~ whole or in part, short-term variable remuneration ~~that has already been paid out if and insofar as it is ascertained that subsequent to the initial determination to the extent that it becomes apparent after the original assessment or after the payment, that the data upon information on which the calculation of the payment amount was had been based, in particular the underlying audited and approved consolidated financial statements, was incorrect~~ not correct and that ~~when on the corrected data is used~~ basis of the revised information, a lower ~~payment amount or no payment amount would have been due as of~~ the short-term variable remuneration (“~~performance malus~~”/“~~performance clawback~~”) component would have been due (“Performance Malus”/“Performance Clawback”).

A reduction in the short-term variable remuneration component due to ~~an infringement~~ a breach of duty or compliance, or due to the ~~correction~~ adjustment of underlying ~~data~~ information, can generally only be made for the ~~fiscal~~ financial year in which ~~the infringement was determined~~ such breach has been identified or for which ~~the incorrect data were~~ information was used to ~~calculate~~ determine the amount of remuneration ~~sum. Clawback of. Irrespective of the reason for the clawback,~~ short-term variable remuneration ~~that has already been paid out can,~~ independently of the reason for the

~~clawback, occur be reclaimed up to a maximum of~~ four years after the end of the ~~fiscal~~financial year in which the ~~infringement~~breach of duty or compliance ~~took place~~occurred or for which ~~the~~short-term variable remuneration ~~was had been~~ paid ~~out~~ on the basis of incorrect ~~data~~information. Notwithstanding the above ~~provisions, the managing directors remain liable for damages towards regulations, the obligation of the Managing Directors to compensate the Company in accordance with Sectionsection 40 (8) of the Statute for a European company (SE Implementation Act (SEAG) in conjunction with Sectionsection 93 (2)(1)) sentence 2 German Stock Corporation Act (AktG)-)~~ remains unaffected.

6.5. Benefits in the case of early dismissal/termination of employment contract ~~of service~~

~~Payments~~The Managing Director's employment contracts contain provisions according to which ~~payments~~ made due to early dismissal of ~~the managing director~~a Managing Director or due to early termination of the employment contract ~~of service~~ without a good cause ~~by the managing director will remunerate the~~ for which the Managing Director is responsible may not exceed the remuneration for ~~the remaining~~ term of the employment contract ~~of service~~ remaining until ~~the regular ends~~ ordinary termination date ~~and according to which such payments are limited~~ to a maximum of two years' total remuneration ("~~severance pay cap~~Severance Pay Cap"). The underlying total annual remuneration is based on the remuneration (~~both fixed and variable remuneration~~) paid in the last full ~~fiscal~~financial year and potentially also on the total annual remuneration (~~both fixed and variable remuneration~~) expected for the current ~~fiscal~~financial year. Open variable remuneration components ~~allocated~~referring to the period prior to the ~~departure of~~Managing Director leaving the ~~managing director~~Company are paid in accordance with the targets and parameters for comparison originally agreed upon and with the due dates or holding periods specified in the contract.

There is no entitlement to a severance payment ~~whereif~~ the early dismissal or termination of the employment contract ~~of service~~ occurs due to good cause for which the ~~managing director~~Managing Director is responsible. This also applies where the ~~managing director~~Managing Director resigns and this does not occur for reasons for which CompuGroup Medical or CompuGroup Medical Management SE are responsible.

6.6. Change of control

The ~~employment~~ contracts of ~~service of the~~ ~~managing directors~~ Managing Directors provide for a special right of termination in the event of a ~~change~~ “Change of control/Control” if (i) the person acquiring control significantly restricts the powers of the ~~managing director~~ Managing Director within a period of six months after the change of control, or (ii) the remaining term of the ~~managing director’s~~ Managing Director’s employment contract ~~of service~~ is less than two years and the ~~managing director~~ Managing Director is not made a legally binding offer to extend his or her ~~employment~~ contract ~~of service~~ by at least two more years from the date of this offer under at least comparable economic conditions. In case this special right of termination is exercised, the ~~managing directors~~ Managing Directors are entitled to a severance payment, which is subject to a cap. This cap is set at a maximum of 150% of the fixed and short-term variable remuneration components up to the ~~regular/ordinary~~ termination date of the employment contract, whereby the short-term variable remuneration is calculated on the basis of an assumed target achievement of 100% and for a period not exceeding two years. Where the ~~managing director~~ Managing Director makes use of ~~his or her~~ their special right of termination in a case of ~~change~~ Change of control/Control, the ~~share options~~ Share Options already granted remain in place and become vested. The same applies if the ~~managing director~~ Managing Director is dismissed within a period of six months after the time of the ~~change~~ Change of control case Control event without good cause for which the ~~managing director~~ Managing Director is responsible.

A ~~change~~ Change of control case Control event shall be deemed to exist if an acquirer (other than CompuGroup Medical) acquires a controlling influence over CompuGroup Medical Management SE or if CompuGroup Management SE ceases to be general partner of CompuGroup Medical.

6.7. Non-competition clause

Managing ~~directors~~ Directors are subject to a comprehensive non-competition clause for the duration of their ~~activity in that role~~ office.

In addition, ~~the employment contracts include~~ a post-contractual non-competition ~~clause is stipulated in the contracts of service agreement~~ for a period of 12 months. A compensation payment is granted for the duration of the post-contractual non-competition ~~clause agreement~~. This amounts to 50% of the last fixed annual salary drawn and the last annual bonus actually awarded.

Any severance payments will be offset against the compensation.

6.8. Temporary incapacity for work

If a ~~managing director~~ Managing Director is temporarily unable to work, he or she will receive continued payment of ~~a fixed salary~~ the Fixed Salary and short-term variable remuneration on a pro rata temporis basis for a period of four months but not past the termination date of the ~~employment~~ contract ~~of service~~.

6.9. Permanent incapacity for work, and death, retirement

If the ~~managing director~~ Managing Director dies or becomes permanently unable to work, the ~~fixed salary~~ Fixed Salary and the one-year variable remuneration will continue to be paid on a pro rata temporis basis for a period of three months after the end of the month in which the ~~managing director~~ Managing Director left active service. In the event of death, payment is made to the surviving dependents.

7. Temporary deviation from the ~~managing directors'~~Managing Directors' remuneration system

The Administrative Board has the option of temporarily deviating from the remuneration system in special and exceptional circumstances if this is necessary in the interests of the long-term ~~well-being~~development of the Company. Such deviations may be necessary to ensure adequate incentives in the event of a severe corporate or economic crisis, for example. These extraordinary circumstances underlying and necessitating a deviation must be ascertained by a resolution of the Administrative Board. However, generally unfavorable market trends are not sufficient grounds to justify a deviation from the remuneration system due to special and extraordinary circumstances.

The components of the remuneration system that can be deviated from under these circumstances are the procedure, the ~~regulations covering~~provisions governing the structure and amount of remuneration, the financial and non-financial performance criteria, and the principles of assessment as well as the threshold, target and maximum values of the individual remuneration components. In such cases, the Administrative Board may also temporarily grant additional remuneration components or replace individual remuneration components with other remuneration components or deviate from the maximum remuneration, insofar as this is necessary to restore an appropriate level of incentive for the remuneration of the ~~managing directors.~~Managing Directors. Regardless of any deviation from the remuneration system, the remuneration as such and its structure must continue to target the long-term, sustainable development of the Company and be in proportion to the success of the Company and the performance of the ~~managing directors.~~

~~Furthermore, the Administrative Board may, at its discretion, temporarily reimburse the expenses for extraordinary ancillary services (e.g. security measures) if a significant change in requirements is identified. The Administrative Board also has the option of granting special payments to new managing directors in compensation for the loss of variable remuneration entitlements from a previous employment relationship caused by the move to CompuGroup Medical Management SE, or to cover the costs arising from a change of location, or, on a one-off basis, for assuming office.~~

Managing Directors.