

Joint report

of CompuGroup Medical Management SE

as a general partner of CompuGroup Medical SE & Co. KGaA

and

the management of CGM LAB International GmbH

about the conclusion and content of the

Profit transfer agreement dated April 4, 2024 between

CompuGroup Medical SE & Co. KGaA

as an controlling company

and the

CGM LAB International GmbH

as an affiliated company

On April 4, 2024

- (1) **CompuGroup Medical SE & Co. KGaA**, a limited partnership based on shares under German law, with its registered office in Koblenz and business address Maria Trost 21, 56070 Koblenz, registered in the commercial register of the Koblenz District Court under number HRB 27430 ("**controlling company**")

and

- (2) **CGM LAB International GmbH**, a limited liability company under German law, with its registered office in Koblenz and business address Maria Trost 21, 56070 Koblenz, registered in the commercial register of the Koblenz District Court under number HRB 23980 ("**controlled company**");

The controlling company and the controlled company together hereinafter referred to as the ("**parties**"),

In order to be valid under civil law, the contract requires the approval of the general meeting of the controlling company and its general partner as well as the shareholders' meeting of the controlled company. It must also be entered in the commercial register of the controlled company. The contract should therefore be submitted to the general meeting and the general partner of the controlling company as well as the shareholders' meeting of the controlled company for approval.

In order to prepare the resolution of the general meeting of the controlling company, the managing directors of CompuGroup Medical Management SE, the general partner of the controlling company, and the management of the controlled company will subsequently submit a joint report in accordance with Section 293a of the German Stock Corporation Act ("**AktG**"), in which they will prepare the financial statements and explain and justify the content of the contract legally and economically.

Preliminary remarks:

The shares in the controlled company are held entirely (100%) by **CompuGroup Medical SE & Co. KGaA**, a limited partnership based on shares under German law, with its registered office in Koblenz and its business address at Maria Trost 21, 56070 Koblenz, registered in the commercial register of the Koblenz District Court under the Number HRB 27430, held.

To inform the shareholders or partners of the parties, the managing directors of the general partner of the controlling company and the management of the controlled company jointly submit the following report in accordance with Section 293a AktG:

1. Contracting Parties

The parties to the contract are the controlling company and the controlled company.

1.1 CompuGroup Medical SE & Co. KGaA

The controlling company is a limited partnership based on shares based in Koblenz, registered in the commercial register of the Koblenz District Court under number HRB 27430. The general partner of the controlling company is **CompuGroup Medical Management SE**, a European company (Societas Europae) based in Koblenz, registered in the commercial register of the Koblenz District Court under number HRB 27343.

The controlling company is the de facto parent company of the CGM Group („**CGM**“). CGM employs around 9,200 people in 19 countries. CGM is one of the leading eHealth companies. In Germany, CGM also offers solutions for efficient and secure eHealth management for hospitals, medical care centers, social facilities, laboratories as well as specialist and rehabilitation clinics. For pharmacies, CGM LAUER provides modern, networked software that strengthens the pharmacist's advisory role, improves patient safety and at the same time helps to save time and costs.

The controlling company's fiscal year is the calendar year.

The company's statutory purpose is to hold and manage investments in other companies in the IT sector, the electronic network sector and the healthcare sector, the development, production and distribution of products as well as the trading of IT products, in the field of electronic networks and in the field of healthcare as well as the execution and provision of services in the field of IT, in the field of electronic networks and in the field of healthcare. The controlling company can also take action itself. The controlling company is entitled to all transactions and measures that appear necessary or useful to achieve the company's purpose, in particular to establish and acquire and participate in other companies of the same or similar nature, to take over its management and representation and to set up branches in the at home and abroad. The controlling company can limit its activities to part of the areas mentioned above; it can limit companies in which it has a majority stake, merge under their management or limit themselves to managing the investments.

The share capital of the controlling company amounts to Euro 53,734,576.00 (in words: Euro fifty-three million seven hundred thirty-four thousand five hundred seventy-six). It is divided into 53,734,576

registered shares. The shares of the controlling company are admitted to trading on the Frankfurt Stock Exchange in the Prime Standard. The controlling company achieved an annual profit of EUR 54,974,526.31 in the 2023 financial year.

The controlling company or its general partner has four committees that manage and monitor the controlling company's business. These are the managing directors of the general partner, the supervisory board of the controlling company and the board of directors of the general partner. The controlling company also has a joint committee consisting of six members. Three of the members are delegated by the general partner, the other three members by the supervisory board of the controlling company.

The controlling company is represented by its general partner. The general partner, in turn, is represented by its managing directors. The managing directors of the general partner are:

Mr. Dirk-Michael Rauch;

Ms. Daniela Hommel;

Mr. Emanuele Mugnani;

Mr. Hannes Michael Reichl;

Dr. Ulrich Thome.

The controlling company's supervisory board consists of twelve members and has equal representation. The members of the supervisory board are:

Representatives of the shareholders

Mr. Philipp von Ilberg (Chairman);

Miss Dr. Ulrike Handel;

Prof. Dr. Martin Köhrmann;

Mr. Reinhard Lyhs;

Mr. Matthias Störmer;

Miss Dr. Bettina Volkens.

Representatives of the employees

Mr. Stefan Weinmann (Deputy Chairman);

Ms. Ayfer Basal;

Mr. Frank Betz;

Ms. Adelheid Hegemann;

Mr. Lars Johnke;

Ms. Julia Mole.

The board of directors of the general partner is composed of the following five members:

Mr. Frank Gotthardt (Chairman);

Dr. Klaus Esser (Deputy Chairman);

Prof. (apl.) Dr. med. Daniel Gotthardt;

Ms. Stefanie Peters;

Mr Dirk-Michael Rauch.

The joint committee of the controlling company currently consists of the following six members:

Dr. Klaus Esser (Chairman);

Mr. Frank Betz;

Mr. Frank Gotthardt;

Miss Dr. Ulrike Handel;

Mr. Philipp von Ilberg;

Mr Dirk-Michael Rauch.

1.2 CGM LAB International GmbH

The controlled company is a limited liability company under German law, with its registered office in Koblenz, registered in the commercial register of the Koblenz District Court under number HRB 23980.

The sole shareholder of the controlled company is the controlling company (**CompuGroup Medical SE & Co. KGaA**, a limited partnership on shares under German law, with its registered office in Koblenz and business address Maria Trost 21, 56070 Koblenz, registered in the commercial register of the Koblenz District Court under number HRB 27430) .

The corporate object of the controlled company is the activity in the areas of service, development, marketing, trading and services in the IT-based market, especially in the healthcare market and here in the area of software solutions for the laboratory sector, as well as holding investments in companies active in this area. The company operates internationally.

The financial year of the controlled company is the calendar year.

The share capital of the controlled company is EUR 122,000 and is divided into 122,000 shares with a nominal value of EUR 1 each. The controlled company generated an annual surplus of EUR 16,280,165.39 in the 2023 financial year. As of December 31, 2023, the balance sheet shows total assets of EUR 30,687,184.21 and equity of EUR 11,625,260.40.

The controlled company is represented by its managing directors. These are:

Mr. Arne Petersen;

Mr. Jean-Marc Roger Houbben;

Mr Christoph Becker.

Mr. Michael Schösser

If several managing directors are appointed, the company is represented by two managing directors or by a managing director together with an authorized representative.

2. Explanation of the profit transfer agreement

A profit transfer agreement is a company contract in accordance with Section 291 Paragraph 1 Sentence 1 Alt. 2 AktG, through which a company undertakes to transfer "all of its profits" to another company (the controlling company). The contract will be presented and explained below based on its provisions:

2.1 Transfer of profits – Section I. of the contract

According to Section I.1 of the contract, the controlled company undertakes to transfer all of its profits to the controlling company for the duration of the contract and for the first time from the beginning of the financial year current at the time the contract is entered in the commercial register.

The transfer of profits may not exceed the maximum amount specified in Section 301 AktG in its currently valid version. In accordance with the currently valid version of Section 301 Sentence 1 AktG, the maximum amount consists of the annual surplus resulting without the profit transfer, reduced by (i) any loss carried forward from the previous year, (ii) by the amount to be placed in the legal reserve in accordance with Section 300 AktG, if applicable and (iii) the amount blocked from distribution in accordance with Section 268 Paragraph 8 of the German Commercial Code (HGB),

2.2 Loss assumption – Section II of the contract

The controlling company is obliged to assume the losses of the controlled company in accordance with the provisions of Section 302 AktG in its currently valid version. According to this, the controlling company must compensate for any annual deficit of the controlled company that otherwise arises during the term of the contract - i.e. without taking into account the obligation to compensate for losses - unless this is offset by taking contributions from the other retained earnings that were made into them during the term of the contract.

For the intended establishment of an income tax group between the parties, the regulation of such an obligation on the part of the controlling company to compensate for any losses on the part of the controlled company is absolutely necessary (Section 17 Paragraph 1 Sentence 2, No. 2 of the Corporation Tax Act ("KStG")).

The controlled company is entitled, with the consent of the controlling company, to transfer amounts from the annual surplus to other retained earnings (retained earnings in accordance with Section 272 Paragraph 3 Sentence 2 Var. 3 HGB), provided this is permissible under commercial law and is economically justified based on a reasonable commercial assessment. Other retained earnings formed during the term of the contract in accordance with Section 272 Paragraph 3 Sentence 2 Var. 3 HGB must be dissolved at the request of the controlling company - to the extent legally permissible - and transferred as profit or - to the extent permissible in accordance with Section 302 AktG in its currently valid version - used to compensate for an annual deficit. The transfer of amounts from the release of capital reserves or from retained earnings or preliminary contracts formed before the contract comes into effect is excluded. The regulations made in Sections I. and II. of the contract are the usual regulations of a profit transfer agreement.

2.3 Entry into force, contract duration, termination – Section III. the contract

According to Section III.1, the contract becomes effective subject to the approval of the general meeting of the controlling company and the shareholders' meeting of the controlled company and entry in the commercial register at the registered office of the controlled company.

This regulation makes it clear that early signing of the contract will not be effective unless the other requirements for effectiveness are also met. This once again ensures that if one of the necessary conditions does not occur, the contract will not be effective.

The contract applies for the first time for the financial year of the controlled company, which begins on January 1, 2024, but at the earliest for the financial year of the controlled company in which the contract takes effect. The contract was concluded for an indefinite period. However, the contract has a minimum

term of five calendar years and can then be terminated with six months' notice. The five-year minimum term takes into account the regulation in Section 14 Paragraph 1 Sentence 1 No. 3 Sentence 1 KStG, according to which the tax group can only become effective if the profit transfer agreement is concluded and implemented for at least 5 (time) years.

The parties retain the right to terminate the contract for good cause or by mutual consent. The contract contains rule examples for good cause; these are not conclusive. There is an extraordinary right of termination in particular

- a) Sale of all shares in the controlled company by the controlling company;
- b) transfer of the company shares by the controlling company into another company;
- c) Conversion, in particular division or merger, of the controlling company or the controlled company; or
- d) Liquidation of the controlling company or the controlled company.

The standard examples mentioned above and also expressly stated in the contract represent the most common reasons for early, extraordinary termination of a profit transfer agreement in group constellations. The granting of an extraordinary right of termination in these cases gives the parties the necessary flexibility, particularly in the case of reorganization measures, despite the existing fiscal structure carry out design measures. However, the deterioration of the controlled company's economic situation due to circumstances for which the controlling company is responsible does not generally constitute an important reason for the controlling company that would justify extraordinary termination.

2.4 Final provisions – Section IV. of the contract

Section IV. of the contract contains in particular a so-called severability clause, according to which the validity of the remaining contractual provisions remains unaffected by the complete or partial nullity, ineffectiveness or unenforceability of a contractual provision. The void, ineffective or unenforceable provision should be replaced by a provision that comes closest to what the parties would have wanted according to the meaning and purpose of this contract if they had considered this in the light of the invalidity, ineffectiveness or unenforceability.

3. Economic and tax reasons for concluding the profit transfer agreement

The contract is a necessary prerequisite for the establishment of a corporate and trade tax group between the controlling company and the controlled company. Through such a tax group, the profits and losses of the controlled company are allocated directly to the controlling company for tax purposes, so that any profits of one party are offset against any losses of the other party (results consolidation). In addition, in the case of an existing corporate and trade tax group, any profit transfers from the controlled company to the controlling company are not treated as at least partially taxable dividend distributions, which would be subject to capital gains tax - although generally refundable. Depending on the earnings situation of the companies involved, this can lead to tax advantages.

There is no economically sensible alternative to establishing a corporate and trade tax group and thus concluding the contract. The objectives pursued by establishing the tax group would not be achievable through a different legal or tax structure, particularly given the current shareholding structure and the planned consolidation of results between the parent and subsidiary companies.

The contract results in advantages for the controlled company due to the associated financial security, as the controlling company has to compensate for any losses the controlled company may incur during the term of the contract.

From the perspective of the shareholders of the controlling company, there are no special consequences from the contract, apart from the obligation to assume losses described. In particular, due to the lack of outside shareholders, no compensation or severance payment is owed to the controlled company.

4. No compensation and no severance payment; no contract review

Due to the lack of outside shareholders in the controlled company, the contract does not provide for compensation or severance pay. There is also no contract review required. Regardless of whether the contractual review generally applies to profit transfer agreements with a dependent GmbH, a contractual review is unnecessary due to the fact that all shares in the controlled company are held by the controlling company, at least in accordance with Section 293b (1) AktG.

[signature pages follow]

Convenience translation

*Signature pages for the joint report on the profit transfer agreement between CompuGroup Medical SE & Co.
KGaA and CGM LAB International GmbH*

CompuGroup Medical Management SE

Koblenz, April 4, 2024

Michael Rauch
Managing Director

Daniela Hommel
Managing Director

Emanuele Mugnani
Managing Director

Hannes Reichl
Managing Director

Dr. Ulrich Thomé
Managing Director

Convenience translation

CGM LAB International GmbH

Koblenz, April 4, 2024

Arne Petersen
Geschäftsführer

Christoph Becker
Geschäftsführer

Jean-Marc Houbben
Geschäftsführer

Michael Schösser
Geschäftsführer

Convenience transition