

# CompuGroup Medical AG

## Convening notice Annual General Meeting 2014

Non-binding convenience translation



Synchronizing Healthcare



**CompuGroup**  
Medical

**CompuGroup Medical Aktiengesellschaft, Koblenz**

We herewith invite our shareholders to the

**2014 Annual General Meeting**

on Wednesday, 14 May 2014, at 11:00 a.m. (CEST)  
at the registered office of the Company,  
Innovationsforum,  
Maria Trost 21, 56070 Koblenz  
Germany

## Agenda

- 1. Presentation of the approved financial statements for CompuGroup Medical AG and the approved consolidated financial statements as at 31 December 2013, the management report for CompuGroup Medical AG, the Group management report, the explanatory report contained in the management reports on the disclosures in accordance with § 289(4) and § 315(4) of the German Commercial Code (Handelsgesetzbuch – HGB), the proposal by the Management Board for the appropriation of net retained profits, and the report of the Supervisory Board for fiscal year 2013**

The aforementioned documents can be viewed on the internet at [www.cgm.com/hv](http://www.cgm.com/hv) and in the business offices of the headquarters of the Company at Maria Trost 21, 56070 Koblenz, during normal business hours starting on the date of the issue notice for the convening of the Meeting. The documents will be sent to shareholders promptly and at no cost upon request.

In accordance with the statutory provisions, no resolution is provided with respect to Agenda Item 1 as the Supervisory Board has already approved the annual and consolidated financial statements and thus does not require adoption by the General Meeting.

- 2. Resolution on the appropriation of net retained profits**

The amount of €0.35 shall be distributed from the net retained profits of fiscal year 2013 for each share with dividend rights. The dividend shall be paid on 15 May 2014. The Company's treasury shares have no dividend rights.

The Management Board and the Supervisory Board therefore propose that the net retained profits - in the financial statements of CompuGroup Medical AG as of 31 December 2013 in the amount of €20,000,000 - be appropriated as follows:

Distribution of a dividend of	0.35€
for each share with dividend rights for the fiscal year 2013	
Share entitled to a dividend:	€17,403,266.65
Amount carried forward:	€2,596,733.35

The amounts indicated for the profit distribution and the profit carried forward take into account the 49,723,619 shares entitled to a dividend for the prior 2013 fiscal year existing at the time of the profit appropriation proposal

from the Management Board and Supervisory Board. If the number of shares entitled to a dividend should change for the 2013 fiscal year, an appropriately adapted resolution proposal will be put to a vote in the Annual General Meeting, which will still envisage a dividend of €0.35 per dividend share and an appropriately adapted profit carried forward.

**3. Resolution on granting the members of the Management Board approval for fiscal year 2013**

The Management Board and the Supervisory Board propose that the members of the Management Board be granted discharge from liability for their actions in fiscal year 2013.

**4. Resolution on granting the members of the Supervisory Board approval for fiscal year 2013**

The Management Board and the Supervisory Board propose that the members of the Supervisory Board be granted discharge from liability for their actions in fiscal year 2013.

**5. Election of the auditor for fiscal year 2014 financial statement and for reviews in fiscal year 2014**

At the recommendation of its Audit Committee, the Supervisory Board proposes that PricewaterhouseCoopers Aktiengesellschaft, an auditor in Frankfurt am Main, be engaged to audit the financial statements and the consolidated financial statements and to audit reviews of the interim financial reports for fiscal year 2014.

**6. Resolution on new elections to the Supervisory Board**

The Supervisory Board is made up of four shareholder representatives and two employee representatives according to §§ 96(1), 101(1) of the German Companies Act (AktG) and §§ 1, 4 of the Act on One-Third Employee Participation in the Supervisory Board Act on One-Third Employee Participation in the Supervisory Board, which replaced the Works Council Constitution Act in 1952 as well as § 10(1) of the Articles of Association. Having been selected as shareholder representatives, the term of office of the Supervisory Board members, Professor Dr. Klaus Steffens, Dr. Klaus Esser, Dr. Daniel Gotthardt, and Professor Dr. Rolf Hinz, shall end upon adjournment of the General Meeting on 14 May 2014. The Supervisory Board shall be named for a period extending to the end of the General Meeting that shall determine the discharge from liability for fiscal year 2016. The vote on Professor Dr. Rolf Hinz's nomination shall be held before adjournment of the General Meeting and determine approval for the fiscal year 2014. These short terms of office can be set at the time of election according to § 10(2) of the Articles of Association.

The General Meeting is not bound by nominations. The intention is to hold individual elections to the Supervisory Board in accordance with the German Corporate Governance Code.

a) The supervisory board proposes

Dr. Klaus Esser, resident of Düsseldorf, Managing Director of Klaus Esser Verwaltungs GmbH, Düsseldorf, shall be elected as a member of the Supervisory Board for the period leading up to the General Meeting that shall determine the discharge from liability for fiscal year 2016.

Disclosures according to § 125 (1) sentence 5 of the Companies Act (AktG): Dr. Esser is member of the following statutory supervisory boards and in comparable domestic and foreign supervisory committees of business enterprises:

Chairman of the board at amedes Holding AG, Hamburg

b) The supervisory board proposes

Professor Dr. Rolf Hinz, resident of Herne and a self-employed orthodontist, shall be elected as member of the Supervisory Board for the period leading up to the General Meeting that shall grant approval for fiscal year 2014.

Disclosures according to § 125 (1) sentence 5 of the Companies Act (AktG): Professor Dr. Hinz is member of the following statutory supervisory boards and in comparable domestic foreign supervisory committees of business enterprises:

Supervisory board member of Stadtmarketing Herne GmbH, Herne

c) The supervisory board proposes

Dr. Daniel Gotthardt, resident of Heidelberg, doctor at the University Clinic of Heidelberg, shall be elected as member of the Supervisory Board for the period leading up to the General Meeting that shall grant approval for fiscal year 2016.

Disclosures according to § 125 (1) sentence 5 of the Companies Act (AktG): Dr. Daniel Gotthardt is member of the following statutory supervisory boards and in comparable domestic and foreign supervisory committees of business enterprises:

Deputy Chairman of the supervisory board of XL Health AG, Berlin

d) The supervisory board proposes  
Dr. Ulrike Flach, resident of Mülheim, Parliamentary State Secretary, shall be elected as member of the Supervisory Board for the period leading up to the General Meeting which grants approval for fiscal year 2016.

Disclosures according to § 125 (1) sentence 5 of the Companies Act (AktG):  
Dr. Ulrike Flach is member of the following statutory supervisory boards and in comparable domestic and foreign supervisory committees of business enterprises:

None

Provided that Dr. Flach, Professor Hinz, Dr. Gotthardt and Dr. Esser are elected, Dr. Esser shall be elected as Chairman of the Supervisory Board.

As an independent member of the Supervisory Board, Dr. Esser is an expert in accounting and in the auditing of annual accounts, thus meeting the requirements of § 100 (5) of the Companies Act (AktG).

Dr. Daniel Gotthard is a shareholder in the company. He holds more than 30% of the voting rights of the Company from an existing pool agreement with his family. Dr Gotthardt is the son of Mr. Frank Gotthardt, who directly holds approx. 33.55% of the Company's voting rights. Mr. Frank Gotthard is chairman of the board of the Company. Dr. Gotthardt leases a property to the company, which is used as a parking area for employees.

Prof. Rolf Hinz is an independent member of the Supervisory Board. One of his family businesses renders services for a subsidiary of CompuGroup at customary market terms and conditions.

Dr. Ulrike Flach has no personal or business relations to the company, its entities or shareholders and is therefore considered an independent member of the Supervisory Board.

## **7. Resolution granting approval to changes in the enterprise agreements between CompuGroup Medical AG and various subsidiaries**

The following enterprise agreements exist between CompuGroup Medical AG as the fiscal unit or dominant company on the one hand, and various subsidiary companies or dominated companies on the other hand:

a) Profit and loss transfer agreement from 10 May 2007 with CGM SYSTEMA Deutschland GmbH (previously named systema Deutschland GmbH) with headquarters in Koblenz, Germany, entered in the commercial register of the Municipal Court of Koblenz as HRB 5234,

b) Profit and loss transfer agreement from 10 May 2007 with IfAp Service-Institut für Ärzte und Apotheker GmbH with headquarters in Planegg, in the Martinsried section, district of Munich, Germany, entered in the commercial register of the Municipal Court of Munich as HRB 153890,

c) Domination and profit transfer agreement dated 02 July 2002 with CompuGroup Medical Dentalsysteme GmbH (previous registered as CompuDENT Z1 Software GmbH) with headquarters in Koblenz, Germany, entered in the commercial register of the Municipal Court of Koblenz as HRB 4330.

On March 17, 2014 an amendment agreement was finalized for the each of the enterprise agreements named above.

The existing enterprise agreements for the companies listed above have the following pertinent content:

- The subsidiary companies need to transfer their profits within the legal limits to CompuGroup Medical AG.
- CompuGroup Medical AG shall compensate for any and all negative income in compliance with the regulations of § 302 German Companies Act (AktG) (loss compensation).

The rules contained in the enterprise agreements had previously stated:

a) § 2 Number 2.1 of the existing income transfer agreement between CompuGroup Medical AG (previously registered as CompuGROUP Holding AG) and the CGM SYSTEMA Deutschland GmbH (previously registered as systema Deutschland GmbH) dated May 10, 2007:

“The holding company is obliged to compensate for any annual losses that arise during the term of the agreement; in as far as such a loss is not compensated by not having the amounts removed from income reserves established during the duration of the agreement. Otherwise the rules of § 302 German Companies Act (AktG) shall apply.”

b) Item 2.1 of the existing income transfer agreement between CompuGroup Medical AG (previously registered as CompuGROUP Holding AG) and the IfAp Service- Institut für Ärzte und Apotheker GmbH dated May 10, 2007:

“The holding company is obliged to compensate for any annual losses that arise during the term of the agreement; in as far as such a loss is not compensated by not having the amounts removed from income reserves established during the duration of the agreement. Otherwise the rules of § 302 German Companies Act shall apply.”

c) § 2, paragraph 3 of the existing domination and profit transfer agreement between CompuGroup Medical AG and the CompuGroup Medical Dentalsysteme GmbH (previously registered as CompuDENT Z1 Software GmbH) dated 02 July 2002:

“CompuGROUP Holding AG is obliged under the regulations in § 302 paragraphs 1 and 3 of the German Companies Act (AktG) to compensate for any annual losses made over the term of the agreement, in as far as these cannot be compensated through profit reserves compiled in accordance with §272 paragraph 3 of the German Commercial Code (HGB) and/or capital reserves compiled in accordance with § 272 paragraph 2 No. 4 of the German Commercial Code (HGB), which have been set aside during the agreement period.”

- The enterprise agreements each have an unlimited term and may be terminated with a notice period of six months.
- As all the contractual parties of CompuGroup Medical AG listed under a) to c) are wholly owned subsidiary companies of CompuGroup Medical AG, a balance in accordance with § 304 of the German Companies Act (AktG) does not apply. An obligation for compensation in accordance with § 305 of the German Companies Act (AktG) was not intended.
- The existing domination and income transfer agreement in c) also includes content stating that the management of CompuGroup Medical Dentalsysteme GmbH (previously registered as CompuDENT Z1 Software GmbH) shall be subordinate to CompuGroup Medical AG. The CompuGroup Medical AG is thus permitted to issue instructions to the management of CompuGroup Medical Dentalsysteme GmbH regarding executive matters.



Due to Article 2 Item 3 of the German Act Governing the Amendment and Simplification of Enterprise Taxation and the tax law governing travel expenses, from 20 February 2013, § 17 Clause 2 Number 2 of the German Corporate Tax Act has been revised.

For recognition of the fiscal unit for corporation taxation, it is now necessary to assume losses as required under the regulations of § 302 German Companies Act (AktG) in its currently applicable version. Should such a dynamic reference not be made to the regulations under §302 of the German Companies Act (AktG), it would make sense to retain corporate taxation fiscal unity by making corrections in accordance with § 34 paragraph 10 b of the German Corporate Tax Act in the version in Art. 2 Item 5 Letter c) of the German Act Governing the Amendment and Simplification of Enterprise Taxation and the tax law governing travel expenses dated 20 February 2013.

The wording above, which specifies the regulations for handling loss compensations of the enterprise agreements, should therefore be revised by means of amendment agreements as of 17 March 2014 as follows:

a) In reference to the income transfer agreement dated 10 May 2007 with CGM SYSTEMA Deutschland GmbH (previously registered as systema Deutschland GmbH):

“The fiscal unit shall compensate for losses of the subsidiaries in accordance with the directives of § 302 of the German Companies Act in its respective current version.”

b) In reference to the income transfer agreement dated 10 May 2007 with the IfAp Service-Institut für Ärzte und Apotheker GmbH:

“The fiscal unit shall compensate for losses of the subsidiaries in accordance with the directives of § 302 of the German Companies Act in its respective current version.”

c) In reference to the domination and income transfer agreement dated 02 July 2002 with CompuGroup Medical Dentalsysteme GmbH:

“CompuGroup Medical AG shall compensate CompuGroup Medical Dentalsysteme GmbH for any losses in accordance with the regulations of § 302 of the German Companies Act (AktG) in its relevant valid version.”

Further amendments are not provided by the amendment agreements.

The amendment agreements shall come into effect upon approval issued by the General Meeting of the CompuGroup Medical AG and subsequent entry into the commercial register of the relevant subsidiaries.

The Management Board of CompuGroup Medical AG and the managing directors of the subsidiaries have issued a joint report explaining and justifying the amendment agreements in accordance with §§ 293a, 295 (1) sentence 2 of the German Companies Act (AktG). The amendment agreements and the joint reports along with other documents to be disclosed will be available for online access on the CompuGroup Medical AG website from the date the General Meeting convening notice was issued. All documents to be disclosed will also be made available at the General Meeting.

The Management Board and the Supervisory Board proposes the approval of

- a) the amendment agreement for the profit and loss transfer agreement with CGM SYSTEMA Deutschland GmbH,
- b) the amendment agreement for the profit and loss transfer agreement with IfAp Service-Institut für Ärzte und Apotheker GmbH,
- c) The amendment agreement for the domination and profit transfer agreement with CompuGroup Medical Dentalsysteme GmbH.

Approval concerning the amendment agreements shall be in the form of a special vote.

**8. Resolution concerning the approval of a profit and loss transfer agreement between CompuGroup Medical AG and LAUER-FISCHER GmbH, a wholly owned subsidiary**

The CompuGroup Medical AG and LAUER-FISCHER GmbH ("LAUER-FISCHER") have concluded a profit and loss transfer agreement on 17 March 2014.

The Management Board and the Supervisory Board propose the approval of the profit and loss transfer agreement the Company and LAUER-FISCHER. The profit and loss transfer agreement between CompuGroup Medical AG ("parent company") and LAUER-FISCHER GmbH ("subsidiary company") has the following essential contents:

„Profit and loss transfer agreement“

between

1. the stock company listed as “CompuGroup Medical Aktiengesellschaft” under HRB 4358 in the commercial register of the local court of Koblenz with headquarters in Koblenz, Germany, and located at the business address: Maria Trost 21, 56070 Koblenz, Germany,

and

2. the limited company (GmbH) listed as “Lauer-Fischer GmbH” under HRB 2766 in the commercial register of the local court of Koblenz with headquarters in Fürth, Germany and located at the business address: Dr.-Mack-Straße 95, 90762 Fürth, Germany.

### **Preliminary note**

CompuGroup Medical Aktiengesellschaft (“parent company” or “CGM”) is the sole shareholder of LAUER-FISCHER GmbH (“subsidiary company” or “LAUER-FISCHER”). The conclusion of the following profit and loss transfer agreement between CGM and LAUER-FISCHER is intended.

Accordingly, CGM and LAUER-FISCHER hereby agree to the following:

## **§ 1**

### **Profit transfer**

1.1 The subsidiary company shall undertake to transfer its entire profit to the parent company in accordance with the regulations of § 301 of the German Companies Act (AktG) in its respective applicable version. The undertaking to transfer profits is due at the end of a fiscal year and interest shall be paid as of this date equal to the statutory commercial interest rate.

1.2 With consent from the parent company, the subsidiary company may allocate funds from the annual surplus to other revenue, provided doing so is permitted under commercial law and justified in economic terms on the basis of a reasonable commercial assessment. Other revenue reserves formed during the term of this contract shall be liquidated upon request of the parent company and shall be used to balance net losses, losses carried forward, or transferred as profit. Transfer of amounts resulting from the liquidation of other revenue reserves that have formed prior to this contract coming into effect shall be excluded.

1.3 In as much it is legally permitted, amounts which have been allocated into capital reserves during the term of contract according to § 272 (2) no. 4 of the German Commercial Code (HGB) may be liquidated and distributed outside the scope of the profit and loss contract. A transfer of such amounts deriving from liquidated capital reserves to the parent company shall be ruled out.

## **§ 2**

### **Loss assumption**

2.1 The parent company must compensate for losses made at the subsidiary company in accordance with provisions of § 302 of the German Companies Act (AktG) in its currently valid version.

2.2 § 1 (1.1) sentence 2 shall apply accordingly to obligations for the maturity and interest calculation of loss compensation.

2.3 In the case of termination of this profit and loss transfer agreement during the course of a fiscal year for a material reason, the parent company is merely obligated to balance prorated losses of the subsidiary company up until the transfer date (§ 3.4.1 und § 3.4.2) and the day the conversion comes into effect (§ 3.4.3)

## **§ 3**

### **Effective date and term of contract**

3.1 The conclusion of this contract is subject to the approval of the General Meeting of the parent company and the approval of the General Meeting of the subsidiary company.

3.2 The contract shall come into effect upon its entry into the commercial register of the subsidiary company and is valid as of the beginning of the fiscal year it was entered into the commercial register.

3.3 The contract cannot be terminated within five years after the start of the subsidiary company's fiscal year when the profit and loss transfer agreement came into effect and the agreement was entered in the commercial registry. Termination is subject to a six-month notice period. If the contract is not terminated, it shall be automatically extended for another calendar year while retaining the same notice period.

3.4 The right of each contractual party to terminate the contract for an important reason shall remain unaffected. As an important reason, in particular, the following shall be considered applicable:

- 3.4.1 The sale of all shares to the subsidiary company by the parent company;
- 3.4.2 The contribution of shares by the parent company to another company;
- 3.4.3 Transformation and in particular division or merger of the parent company or the subsidiary company;
- 3.4.4 The liquidation of the parent company or the subsidiary company.

## § 4

### Other

4.1 Changes or amendments of this contract may only be submitted in writing provided that no other form is required by law.

4.2 Should any provision of the contract become void, ineffective or unenforceable in whole or in part, the validity of the other provisions shall remain unaffected. The void, ineffective or unenforceable provision shall be replaced by an appropriate provision which adheres as closely as possible to the intent of the agreement with regard to what the parties to the agreement would have desired if they had taken into account the avoidance, ineffectiveness or unenforceability. Sentences 1 and 2 shall apply accordingly for loopholes in this contract.

The management board of CompuGroup Medical AG have issued a joint report with LAUER-FISCHER GmbH according to § 293 a of the Companies Act (AktG), in which the conclusion of the profit and loss transfer agreement is explained and substantiated in detail from a legal and financial point of view. CompuGroup Medical AG is the sole proprietor of LAUER-FISCHER GmbH. The above shall also apply at the time of the General Meeting. Thus, outside shareholders of the CompuGroup Medical AG are not required to make any compensation or settlement payments to outside shareholders.

The profit and loss transfer agreement with LAUER-FISCHER GmbH, the financial statements and the management report of the contractual parties for the last three fiscal years, the joint report of the management board of CompuGroup Medical AG and the management of LAUER-FISCHER GmbH according to § 293 a of the German Companies Code (AktG) shall be available on the CompuGroup Medical AG website starting on the date of the issue notice for the convening of the General Meeting. All documents disclosed will also be made available at the General Meeting.

## Participation in the General Meeting

According to § 19 of the Articles of Association, shareholders who have registered with the Company providing proof of participation rights no later than 10/05/2014 (12:00 midnight CEST) are entitled to participate in the General Meeting. The registration application is to be sent to the following address:

CompuGroup Medical AG  
c/o Deutsche Bank AG  
Securities Production  
General Meetings  
Postfach 20 01 07  
60605 Frankfurt  
Fax: +49 (0)69 12012-86045  
E-Mail: Wp.hv@db-is.com

The registration application must be in written form (§ 126 b of the German Civil Code (Bürgerliches Gesetzbuch – (BGB)) in German or English. As proof of participation rights, a special certificate of share ownership in written form (§ 126 b BGB), prepared by the custodial institution, needs to be submitted. The proof of entitlement must be in German or English. The certificate must refer to the start of the 21st day before the General Meeting, i.e., 23/04/2014 (12:00 midnight CEST) (the so-called “certificate record date”). Only persons who have submitted a certificate are deemed shareholders of the Company for the purpose of participating in the General Meeting and exercising voting rights; specifically, sales or other transfers of shares after the certificate record date have no impact on the scope and the exercise of the statutory participation and voting rights of a former shareholder. The same shall apply for the acquisition of shares following the certification date. Persons who do not possess shares on the certification date and only become shareholders subsequently are not entitled to participate or vote. The certification date has no impact on dividend rights.

The above mentioned certificate should be sent to the following address of the Company:

CompuGroup Medical AG  
c/o Deutsche Bank AG  
General Meetings  
Postfach 20 01 07  
60605 Frankfurt  
Fax: +49 (0)69 12012-86045  
E-Mail: Wp.hv@db-is.com

The registration office will send admission tickets to the General Meeting to shareholders or their duly authorized agents after the Company receives their certificate of share ownership. In order to ensure timely receipt of admission tickets, we ask that shareholders ensure their certificate of share ownership is sent to the Company in timely fashion.

## Representation in the General Meeting

Shareholders who do not participate personally in the General Meeting can arrange to have a proxy represent them and exercise their voting rights, such as a shareholder association, financial institution or another third party. Note that proper registration and a certificate of share ownership are also required for the proxy.

The granting of proxy, its cancellation and provision of proof of proxy to the Company must be in writing (§ 126 b of the German Civil Code (BGB)) if the authorized party is not a financial institution, shareholder association or a person or institution treated as their equivalent under § 135(8) and (10) of the German Companies Act (AktG) in conjunction with § 125(5) of the German Companies Act (AktG).

The form supplied by the Company with the admission ticket can be used to grant proxy.

As a rule, special rules must be complied with if proxy is granted to financial institutions, shareholder associations or persons or institutions considered to be their equivalent under § 135(8) and (10) of the Companies Act (AktG) in conjunction with § 125(5) of the Companies Act (AktG). Shareholders who wish to authorize a financial institution, shareholder association or persons or institutions considered to be their equivalent under § 135(8) and (10) of the Companies Act (AktG) in conjunction with § 125(5) of the Companies Act (AktG), are requested to inquire with the potential proxy about any special provisions for proxy authorization and come to a mutual agreement with the potential proxy in this regard.

The proof of proxy must either be presented on the day of the General Meeting by the proxy holder or provided in the form of a declaration to the Company at the following address:

CompuGroup Medical AG  
z. H. Frau Tina Zilch  
Maria Trost 21  
56070 Koblenz  
Fax: +49 (0)261 8000 3102

The following e-mail address may also be used for electronic transmission:

hv@cgm.com

CompuGroup Medical AG also offers its shareholders the option of having their voting rights exercised in accordance with their instructions by the Company's proxies. Proxy must be granted in writing or by fax. The details are included in the documents sent to shareholders. If the voting proxies receive more than one proxy and set of instructions, the last valid proxy form issued and the associated instructions shall be considered binding. If a proxy form is not valid, the voting proxy will not be authorized to represent said votes at the General Meeting. If instructions are not correctly filled out or not issued unambiguously, the voting proxies bound by such instructions will abstain from voting or will not participate in the vote, depending on the voting procedure. Voting proxies are bound by their instructions and are prohibited from exercising voting rights in votes where they have no knowledge prior to the General Meeting (e.g. procedural motions). In such cases, the voting proxies, bound by their instructions, will abstain from voting or will not participate in the vote, depending on the voting procedure. The same applies to votes on counter-motions. It is prohibited to instruct the Company's voting proxies to raise objection, make motions or raise questions.

Personal registration by the shareholder or by an authorized third party at the reception desks of the General Meeting for the exercise of his or her voting rights in the General Meeting is deemed as a revocation of the proxy and instructions issued to the Company's proxies.

We ask shareholders to fill out and return the proxy and instruction forms no later than 13/05/2014 (date of receipt) to:

CompuGroup Medical AG  
c/o ITTEB GmbH & Co. KG  
Vogelanger 25  
86937 Scheuring  
Fax: +49 (0)8195 9989 664

The following e-mail address may also be used for electronic transmission:

cgm2014@itteb.de

Additional information concerning the proxy process is also available on the registration and proxy forms sent to you as well as on the website [www.cgm.com/hv](http://www.cgm.com/hv).



## Rights of the shareholders

### 1. Requests to add items to the agenda in accordance with § 122(2) AktG

Shareholders whose combined holdings are at least one-twentieth of the share capital or whose pro-rata amount is at least €500,000.00 (this corresponds to 500,000 shares) can request that items be added to the agenda and announced. A justification or a proposed resolution must be provided for each new item. In addition, the parties making such requests must provide proof that they held the required minimum number of shares for a minimum of three months prior to the date of the request to add items to the agenda (the date of receipt by the Company is deemed the date of the request), and must hold said shares until a decision on the request is made. A confirmation to this effect by the custodial financial institution is sufficient proof. The request is to be made in writing to the Management Board of CompuGroup Medical AG and must be received by the Company at least 30 days prior to the General Meeting, i.e., at the latest by 13/04/2014 (12:00 midnight CEST). Please send such requests to the following address:

CompuGroup Medical AG  
Management Board  
Maria Trost 21  
56070 Koblenz, Germany  
Fax: +49 (0)261 8000 3102  
E-Mail: hv@cgm.com

Additions to an upcoming agenda will be – to the extent they have not already been announced with the convening notice – announced promptly after receipt of the request in the electronic German Federal Gazette (Bundesanzeiger) and will be sent for publication to media that can be assumed to disseminate the information within the entire European Union. They will also be published and communicated to shareholders on the website:

[www.cgm.com/hv](http://www.cgm.com/hv)

**2. Counter-proposals and nominations in accordance with §§ 126(1) and 127 AktG**

Shareholders can also make counter-proposals to those from the Management Board and/or Supervisory Board for specific agenda items and may suggest nominations for the auditor (Agenda Item 5), as well as for the election of the Supervisory Board members (Agenda Item 6). Reasons must be provided for counter-proposals; nominations require no justification. Shareholder counter-proposals and nominations for the General Meeting must be sent only to the following address no later than 14 days before the date of the General Meeting, i.e., by 29/04/2014 (12:00 midnight CEST):

CompuGroup Medical AG  
Management Board  
Maria Trost 21  
56070 Koblenz  
Fax: +49 (0)261 8000 3102  
E-Mail: hv@cgm.com

Proposals and nominations sent to any other address will not be considered. Shareholder proposals and nominations will be made accessible to other shareholders on the internet at [www.cgm.com/hv](http://www.cgm.com/hv), including the shareholder's name, a statement of reasons and any response by the management after proof is received that the person submitting the proposal or nomination is a shareholder. In addition, such proposals, justifications, nominations and any statements by management will also be mailed to shareholders who may submit a written request to this effect to the address indicated above, or by calling 0261 8000 6200. Except in the cases provided for in § 126(2) of the Companies Act (AktG), the Management Board is also not required to disclose shareholder nominations if they do not include the name, occupation and place of residence of the nominated person and, in the case of nominations for the election of Supervisory Board members, the additional disclosures concerning their membership in other supervisory boards that are required to be formed under law.

Shareholders are hereby advised of their notification duties under §§ 21 et seq. of the German Securities Trading Act (WpHG) and of the suspension of all rights attached to shares as the legal consequence of violating a duty to notify provided for in § 28 of the German Securities Trading Act (WpHG).

### **3. Right to information under § 131(1) Companies Act (AktG)**

In the General Meeting, each shareholder or proxy can request from the Management Board information about Company affairs, the legal and business relationships of the Company with affiliated enterprises and the situation of the Group and of the companies included in the consolidated financial statements, in as far as such information is needed to properly assess an item on the agenda. The Management Board can decline to respond to individual questions for the reasons indicated in § 131(3) of the Companies Act (AktG), for example if, in the judgement of a prudent businessman, provision of the information could cause a not inconsiderable detriment to the Company or to an affiliated company. According to § 20 (3) of the Articles of Association, the chairman of the meeting is authorized to place reasonable time limits on shareholder rights to speak and ask questions.

### **4. Additional information**

Additional information on the rights of shareholders under §§ 122(2), 126(1), 127, 131(1) of the German Companies Act (AktG) can be found at the website [http://www.cgm.com/corp/investor\\_relations/hauptversammlung/Uebersicht\\_HV.en.jsp](http://www.cgm.com/corp/investor_relations/hauptversammlung/Uebersicht_HV.en.jsp)

## **Publications on the Company's website**

The information required under § 124a of the Companies Act (AktG) is provided to shareholders on the CompuGroup Medical AG website at [http://www.cgm.com/corp/investor\\_relations/hauptversammlung/Uebersicht\\_HV.en.jsp](http://www.cgm.com/corp/investor_relations/hauptversammlung/Uebersicht_HV.en.jsp)

## **Additional disclosures in accordance with § 30 b(1) no. 1 of the German Securities Trading Act (WpHG)**

On the date that the General Meeting convening notice was issued, the Company had share capital of € 53,219,350.00, divided into 53,219,350 no-par value ordinary shares. Therefore, 53,219,350 shares had voting rights on the date the General Meeting convening notice was issued. As of the date the General Meeting convening notice was issued, the Company held 3,495,731 treasury shares, which do not confer any rights on the Company.

Koblenz, April 2014

CompuGroup Medical Aktiengesellschaft

Management Board

CompuGroup Medical AG • Maria Trost 21 • D-56070 Koblenz  
Telephone +49 (0)261 8000 6200 • Fax +49 (0)261 8000 3102  
E-mail: [hv@cgm.com](mailto:hv@cgm.com) • <http://www.cgm.com>  
ISIN DE0005437305 • WKN 543730

## Directions

### By car

#### Coming from Frankfurt/Main or Köln (A3)

- Take the A3 to junction Dernbach and continue on A48 direction Koblenz/Trier
- Leave the A48 at exit Koblenz Nord and follow the B9 direction Koblenz
- Leave the B9 at exit KO-Kesselheim/Industriegebiet/Rheinhafen
- Follow the road to "Maria Trost"

#### Coming from Köln or Main/Ludwigshafen (A 61)

- Take the A 61 to junction Koblenz and follow the A48 direction Koblenz
- Leave the A48 at exit Koblenz Nord and follow the B9 direction Koblenz
- Leave the B9 at exit KO-Kesselheim/Industriegebiet/Rheinhafen
- Follow the road to "Maria Trost"

Free parking places are available on the company premises.

Please contact the gate keeper – he will provide you with all necessary information.



### By train

Arrival at Koblenz main station, take the bus to the stop "Maria Trost".

Schedules are available at:

[www.kevag.de](http://www.kevag.de)  
[www.rmv-bus.de](http://www.rmv-bus.de)  
[www.vrm-info.de](http://www.vrm-info.de)

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**Synchronizing Healthcare**



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