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**ARTICLES OF ASSOCIATION**

of

CompuGroup Medical SE & Co. KGaA

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**Articles of Association**

**of**

**CompuGroup Medical SE & Co. KGaA**

**I.**

**GENERAL PROVISIONS**

**§ 1**

**Name, Registered Office, and Duration**

1. The company is a Kommanditgesellschaft auf Aktien (KGaA – partnership limited by shares) operating under the name

**CompuGroup Medical SE & Co. KGaA.**

2. The registered office of the company is in Koblenz.
3. The company is established for an indefinite period.

**§ 2**

**Purpose of the Company**

1. The purpose of the company is to hold and administer equity interests in other companies in the IT sector, the sector involving electronic networks, and the health sector, the development, the production, and the sale of products as well as the trade in products from the IT sector, the sector involving electronic networks, and the health sector, as well as the performance and brokerage of services in the IT sector, the sector involving electronic networks, and the health sector.

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**– for information purposes only –**

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2. The company can itself also operate in the business areas specified in Article 2(1) above. It is authorized to conduct all business and measures that appear necessary or useful to achieve the company purpose, especially to establish and to acquire as well as to take an equity interest in other companies of the same or similar kind, to take over their management and representation, as well as to set up branches in Germany and abroad. It can limit its activities to a part of the areas designated in Article 2(1) above. It can also combine companies in which it has a majority equity interest under its management or limit itself to administering the equity interest.

§ 3

**Announcements and Information**

1. The announcements of the company are made exclusively in the Federal Gazette, unless otherwise stipulated by the law.
2. The company is entitled as far as this is permitted by law to send information to the shareholders and other holders of admitted securities by means of electronic data transfer.

II.

**SHARE CAPITAL AND SHARES**

§ 4

**Share Capital**

1. The share capital of the company amounts to EUR 53,734,576.00 (in words: fifty-three million seven hundred and forty-three thousand five hundred and seventy-six euros). It is divided into 53,734,576 (in words: fifty-three million seven hundred and forty-three thousand five hundred and seventy-six) registered no-par value shares.
2. The share capital available in the transformation of the company into a European company (*Societas Europaea, SE*) has been provided as a result of the change of form of the legal entity in the previous legal form, CompuGroup Medical SE with its registered office in Koblenz. The share capital available in the transformation of the company into a Kommanditgesellschaft auf Aktien (partnership limited by shares) has been provided as a result of the change of form of the legal entity in the previous legal form, CompuGroup Medical SE with its registered office in Koblenz.
3. The general partner is authorized to increase the share capital by May 12, 2025, subject to the approval of the Supervisory Board by up to EUR 26,094,449.00 in total by issuing new registered

**Non-Binding Convenience Translation**  
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no-par value shares on one or more occasions in return for cash and/or non-cash contributions (Authorized Capital 2020).

The shareholders are in principle to be granted a pre-emption right. The shares can also be acquired here by one or more credit institutions or enterprises as set out in section 186(5) sentence 1 AktG with the obligation to offer them to the shareholders of the company for subscription (indirect pre-emption right). However, the general partner is authorized, subject to the approval of the Supervisory Board, to disapply the pre-emption right of the shareholders:

- a. In order to exclude fractional amounts from pre-emption rights;
- b. If the shares are issued in return for contributions in kind, especially within the framework of business combinations or during the acquisition of companies, business units, or equity investments in companies or other assets or claims to the acquisition of other assets including claims against the company or against companies controlled by it within the meaning of section 17 AktG;
- c. In a capital increase in return for cash contributions if the issue price of the new shares is not significantly lower than the stock market prices of the company's shares that are already listed; this authorization is valid, however, only on conditions that the percentage of the share capital mathematically attributable to the shares issued when the pre-emption rights are disapplied in accordance with section 186(3) sentence 4 AktG may not exceed the limit of 10% of the company's share capital at the time the Authorized Capital 2020 comes into effect or – if this amount is lower – at the time the Authorized Capital 2020 is exercised. To be included in this limit of 10% of the share capital is the pro rata amount of the share capital (i) that is attributable to shares that are sold during the term of the Authorized Capital 2020 on the basis of an authorization to sell treasury shares in accordance with sections 71(1) no. 8 sentence 5 and 186(3) sentence 4 AktG with a pre-emption right disapplied, (ii) that is attributable to shares that are issued to service pre-emption rights or to fulfill conversion or option rights or conversion or option obligations arising from convertible and/or warrant bonds, profit participation certificates and/or profit participation bonds (or combinations of these instruments) if the corresponding bonds are issued during the term of the Authorized Capital 2020 in application mutatis mutandis of section 186(3) sentence 4 AktG with the pre-emption right of the shareholders disapplied, and (iii) that is attributable to shares that are issued during the term of the Authorized Capital 2020 on the basis of other capital measures with the pre-emption right of the shareholders disallowed in direct application or in application mutatis mutandis of section 186(3) sentence 4 AktG. The maximum limit reduced in accordance with the above sentences of c. is increased again when a new authorization to disapply the pre-emption rights of the shareholders that is adopted by the Annual General Meeting after the reduction comes into effect, provided the new authorization is sufficient, however at the most up to 10 % of the share capital in accordance with the requirements of sentence 1 this paragraph c.;

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**– for information purposes only –**

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- d. If the disapplication of the pre-emption right is necessary to grant to the holders or creditors of convertible bonds, warrant bonds, profit participation certificates and/or profit participation bonds (or combinations of these instruments) with option and/or conversion rights or option and/or conversion obligations that are issued by the company or a company controlled by it or in which it directly or indirectly holds a majority stake a pre-emption right to new shares in the amount to which they would be entitled after their conversion rights or warrants have been exercised or when their conversion or option obligations are fulfilled.

The pro rata amount of the share capital that is attributable overall to new shares for which the pre-emption right is disappplied on the basis of this authorization may, together with the pro rata amount of the share capital that is attributable to treasury shares or to new shares from other authorized capital or that relates to conversion or option rights or conversion or option obligations resulting from convertible bonds, warrant bonds, profit participation certificates and/or profit participation bonds (or combinations of these instruments) that have been sold or issued after the start of May 13, 2020 with pre-emption rights disappplied, not exceed 20 % of the share capital. The key factor for calculating the 20 % cap is the existing share capital on May 13, 2020, on the day that the authorization is registered, or at the time the new shares are issued, whichever date the share capital amount is the lowest on. If the sale of issue is conducted in direct or corresponding application or application mutatis mutandis of section 186(3) sentence 4 AktG, this is also to be regarded as disapplication of pre-emption rights. The maximum limit reduced in accordance with the above sentences of this subsection is increased again when a new authorization to disapply the pre-emption rights of the shareholders that is adopted by the Annual General Meeting after the reduction comes into effect, provided the new authorization is sufficient, however at the most up to 20 % of the share capital in accordance with the requirements of sentence 1 of this subsection.

The general partner is authorized to stipulate, with the approval of the Supervisory Board, the content of the share rights, the details of the capital increase, and the conditions of the share issue, in particular the issue amount; this also includes stipulating the dividend entitlement of the new shares, which can also be stipulated in divergence from section 60(2) AktG for a past fiscal year. The Supervisory Board is authorized to amend the wording of the Articles of Association accordingly after the Authorized Capital 2020 is utilized or after the authorization period expires.

4. The share capital can be increased by up to EUR 21,287,740.00 (in words: twenty-one million two hundred and eighty-seven thousand seven hundred and forty euros) by issuing up to 21,287,740 new registered shares with dividend entitlement from the start of the fiscal year in which they are issued (Contingent Capital 2017). The contingent equity increase is performed only to the extent to which bearers or creditors of convertible bonds, bonds with warrants, profit participation certificates or profit participation bonds (or combinations of these instruments) exercise their conversion rights or warrants on the basis of bonds issued by the Company in return for cash up to and including May 9, 2022 as a result of the authorization resolution of the Annual General Meeting of May 10, 2017 or to the extent to which conversion or warrant obligations are met on the basis of

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**– for information purposes only –**

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such bonds and provided that no other forms of fulfillment are used to service these rights. The general partner is authorized to stipulate the further details of the implementation of the contingent capital increase with the approval of the Supervisory Board.

5. The share capital of the company is contingently increased by up to EUR 5,321,935.00 (in words: five million three hundred and twenty-one thousand nine hundred and thirty-five euros) by issue of up to 5,321,935 new registered no-par value shares (ordinary shares) representing pro rata share capital of EUR 1.00 each (Contingent Capital 2019). The sole purpose of the contingent capital increase is to grant subscription rights (stock options) to members of the Management Board of CompuGroup Medical SE and entitled employees of CompuGroup Medical SE or – taking into consideration the resolution of the Annual General Meeting of CompuGroup Medical SE of May 13, 2020 on the change of form – entitled managing directors of CompuGroup Medical Management SE and entitled members of CompuGroup Medical SE & Co. KGaA as well as entitled members of the management teams of their subordinate associated companies and their entitled employees until May 14, 2024 in accordance with the more detailed provisions of the authorization resolution of the Annual General Meeting of May 15, 2019 and the resolution of the Annual General Meeting of CompuGroup Medical SE of May 13, 2020 on the change of form. The contingent capital increase will be implemented only to the extent that subscription rights are exercised in accordance with this authorization resolution and the resolution on the change of form and the company does not pay the consideration in the form of cash or treasury shares. The new shares participate in profits for all fiscal years for which a resolution on the appropriation of profits has not been adopted at the time that they are created. The shares granted to entitled members of the Management Board of CompuGroup Medical SE and entitled employees of CompuGroup Medical SE or – taking into consideration the resolution of the Annual General Meeting of CompuGroup Medical SE of May 13, 2020 on the change of form – entitled managing directors of CompuGroup Medical Management SE and entitled members of CompuGroup Medical SE & Co. KGaA as well as entitled members of the management teams of their subordinate associated companies and their entitled employees from the date of the resolution of the Annual General Meeting of CompuGroup Medical SE on the Contingent Capital 2019 of CompuGroup Medical SE or from the date of the resolution of the Annual General Meeting of CompuGroup Medical SE of May 13, 2020 on the change of form and the corresponding resolution on the Contingent Capital 2019 of CompuGroup Medical SE & Co. KGaA for the purpose of servicing pre-emption rights (stock options) from treasury shares of the Company (section 71(1) no. 8 AktG) must be deducted from the Contingent Capital 2019.
  
6. The profit participation of the new shares can be determined in divergence from section 60 AktG during a capital increase.

§ 5  
**Shares**

1. The shares are no-par value shares and registered shares.

**Non-Binding Convenience Translation**  
**– for information purposes only –**

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2. The company is entitled to issue share certificates, each of which represents several shares. The shareholders do not have a right to certification of their shares.
  
3. The form of the share certificates as well as of any dividend warrants and renewal coupons is determined by the general partner with the approval of the Supervisory Board; this applies accordingly to bonds and interest coupons.
  
4. If in the case of a capital increase the resolution on the increase does not make any stipulation about whether the new shares are to be registered or bearer shares, they shall also be registered shares.

**III.**

**CONSTITUTION OF THE COMPANY**

§ 6

**Governing Bodies of the Company**

The governing bodies of the company are the general partner (under A.), the Supervisory Board (under B.), the Joint Committee (under C.), and the Annual General Meeting (under D.)

**A.**

**GENERAL PARTNER**

§ 7

**General Partner**

1. The general partner of the company is

**CompuGroup Medical Management SE**

with its registered office in Koblenz.

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**– for information purposes only –**

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2. The general partner does not hold any shares in the capital of CompuGroup Medical SE & Co. KGaA. It is neither authorized nor required to make a capital contribution. It does not have a share in the earnings or the assets (including the hidden reserves) of the company and does not have a claim to a settlement balance in the event that it withdraws from the company.

§ 8

**Management and Representation of the Company, Reimbursement of Expenses, Remuneration**

1. The shareholders are excluded from the management of the company's business (section 278(2) AktG in conjunction with section 164 first half of sentence 1 HGB). The management is incumbent upon the general partner. The general partner conducts the business of the company in accordance with the provisions of the law and of these Articles of Association. The management authority of the general partner also includes unusual management measures. The right of the Annual General Meeting to approve unusual management measures is precluded.
2. The company is represented by the general partner. The Supervisory Board represents the company with regard to the general partner.
3. All expenses in connection with the management of the company's business, including the remuneration of the members of its governing bodies, will be reimbursed by the company to the general partner. The general partner draws up a statement of account of its expenses on a monthly basis in principle; it can request advance payment to a reasonable extent.
4. For assuming the business management of the company and the liability, the general partner receives from the company annual remuneration of 4% of its share capital irrespective of any profit or loss.

§ 9

**Economic Activity of the General Partner**

The general partner is not authorized to conduct business for its own or third-party account outside of its duties in the company.

§ 10

**Withdrawal of the General Partner**

1. The general partner withdraws from the company if and as soon as one of more family shareholders together no longer hold directly or indirectly at least 15 % of the company's share capital or at least 15 % of the share capital of the general partner. Sentence 1 of this Article 10(1) of these



**Non-Binding Convenience Translation**  
**– for information purposes only –**

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Articles of Association shall not apply in the event that one or more persons who are not family shareholders (the “purchaser”) acquires controlling influence over the general partner.

2. If a purchaser (as defined in Article 10(1) of these Articles of Association) acquires a controlling influence over the general partner, the general partner shall withdraw from the company, unless the purchaser or a person affiliated with it within the meaning of sections 15 ff. AktG or a person acting in concert with it within the meaning of section 2(5) sentences 1 and 3, and (6) of the Wertpapiererwerbs- und Übernahmegesetz (WpÜG – Securities Acquisition and Takeover Act) has made a takeover bid or mandatory offer in accordance with the regulations of the WpÜG to the shareholders of the company in accordance with section 14(2) sentence 1 WpÜG (where appropriate in conjunction with section 35(2) sentence 1 WpÜG) within 12 months after gaining the controlling influence (the “takeover bid”).
  - a. <sup>1</sup>The legal provisions on the minimum price and also on pre-, parallel, and post-acquisitions apply for the amount of the consideration offered to the other shareholders as part of the takeover bid in accordance with the WpÜG subject to the supplementary regulations in sentences 2 and 4 of this subparagraph.<sup>2</sup>When calculating the consideration within the framework of the takeover bid, the purchaser must take into consideration any payment made by the purchaser or a person affiliated with it within the meaning of sections 15 ff. AktG or a person acting in concert with it within the meaning of section 2(5) sentences 1 and 3, and (6) WpÜG for gaining the controlling influence over the general partner to the direct or indirect owners of the shares in the general partner in excess of the pro rata amount of the share capital of the general partner that has accordingly been acquired, including such payments in excess of the pro rata amount of the share capital that have been made to the direct or indirect owners of the shares in the general partner for gaining the controlling influence over the general partner within a period of five years before the controlling influence was gained. <sup>3</sup>Should relevant payments not or not fully have been taken into appropriate consideration, the general partner nevertheless does not withdraw from the company if the *Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin – Federal Financial Supervisory Authority)* has permitted the publication of the offer document after the circumstances of the acquisition of the controlling influence have been disclosed in accordance with section 14(2) first half of sentence 1 WpÜG or has not prohibited the offer within the period set out in section 14(2) second half of sentence 1 WpÜG. <sup>4</sup>In this case, the purchaser is required to pay the shareholders who have accepted the takeover bid compensation in the amount of the difference between the consideration offered in the course of the takeover bid and the consideration that would have had to have been offered if the relevant payments had been taken into appropriate account.
  - b. A takeover bid is not required if the purchaser or a person affiliated with it within the meaning of sections 15 ff. AktG or a person acting in concert with it within the meaning of section 2(5) sentences 1 and 3, and (6) WpÜG has already made a takeover bid or mandatory offer in accordance with the regulations of the WpÜG before acquiring controlling influence over the general partner, while disclosing their intention to acquire controlling influence over the general partner, to the shareholders of the company in accordance with section 14(2) sentence 1 WpÜG (where appropriate in conjunction with section 35(2) sentence 1 WpÜG) and the purchaser has taken into account within the framework of this offer any special consideration for

**Non-Binding Convenience Translation**  
**– for information purposes only –**

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the acquisition of the controlling influence or otherwise for the acquisition of shares in the general partner in appropriate application of Article 10(2) a. of these Articles of Association. Article 10(2) a. of these Articles of Association shall apply accordingly.

3. If a purchaser (as defined in Article 10(1) of these Articles of Association) acquires a controlling influence over the general partner without the general partner withdrawing from the company in accordance with the provisions of Article 10 (2) of these Articles of Association, the general partner withdraws from the company if and as soon as the purchaser or a person affiliated with it in the meaning of sections 15 et seq. AktG no longer directly or indirectly hold at least 50 % of the Company's share capital or 15 % of the share capital of the general partner.
4. A "family shareholder" is, in addition to Mr. Frank Gotthardt, any natural person who is married to Mr. Frank Gotthardt or related to him in a direct line within the meaning of section 15 of the Abgabenordnung (AO – Fiscal Code) as well as any legal person, company, or foundation that is connected with Mr. Frank Gotthardt or with a person married to Mr. Frank Gotthardt or related to him in a direct line within the meaning of sections 15 ff. AktG or – in the case of a foundation – has been founded by or to the benefit of Mr. Frank Gotthardt or a person married to Mr. Frank Gotthardt or related to him in a direct line.

"Controlling influence" is the holding of more than 50 % of the voting rights in the general partner arising from the shares in the general partner belonging to the purchaser or from shares in the general partner that are attributed to the purchaser in application mutatis mutandis of section 30 WpÜG; voting rights arising from shares in the general partner that are held directly or indirectly by one or more family shareholders are not attributed to the purchaser.

5. The above regulations of Article 10(1), (2) and (3) of these Articles of Association shall not apply if more than 50 % of the voting rights in the general partner are directly or indirectly held or acquired by or attributed to the company.
6. The statutory reasons for the withdrawal of the general partner remain unaffected.
7. If the general partner withdraws from the company or if this withdrawal is foreseeable, the Supervisory Board is entitled and required to admit into the company a corporation, all of the shares of which are held by the company, as a new general partner without undue delay and at the time that the general partner withdraws. If the general partner withdraws from the company and a new general partner of this kind has not been admitted at the same time, the company is continued by the shareholders alone on a transitional basis. In this case, the Supervisory Board has immediately to request the appointment of an emergency representative who will represent the company until the admission of a new general partner in accordance with sentence 1 of this Article 10(7), in particular when acquiring or forming this general partner. The Supervisory Board is authorized to correct the wording of the Articles of Association in line with the change of the general partner.

**Non-Binding Convenience Translation**  
**– for information purposes only –**

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8. In the event that the company is continued in accordance with the Article 10(7) above or if more than 50 % of the voting rights in the general partner are directly or indirectly held or acquired by the company, an extraordinary general meeting or the next Annual General Meeting shall decide on the change of form of the company into a European company (*Societas Europaea, SE*), if this is permitted by law, and otherwise into a Aktiengesellschaft (stock corporation). The simple majority of the votes cast is sufficient for adopting the resolution on this change of form. The general partner is required to approve a resolution of the Annual General Meeting of this kind.

**B.**

**SUPERVISORY BOARD**

§ 11

**Composition, Elections, and Term**

1. The Supervisory Board consists of 12 members, namely six Supervisory Board members from the shareholders and six Supervisory Board members from the employees.
2. The six Supervisory Board members from the shareholders are elected by the Annual General Meeting in accordance with the provisions of the Stock Corporation Act. The six Supervisory Board members from the employees are elected by the employees in accordance with the provisions of the Co-determination Act.
3. Unless otherwise expressly resolved by the Annual General Meeting, the members of the Supervisory Board are appointed up to the end of the Annual General Meeting that resolves on granting formal approval of their actions for the fourth financial year after their term begins. The year in which the term begins is not included in the calculation. The re-election of Supervisory Board members is permitted.
4. If a member elected by the Annual General Meeting resigns from the Supervisory Board before the term has ended, a new election for this position shall be conducted at the next Annual General Meeting. The term of the newly elected member shall be the remainder of the term of the member who has resigned.
5. The Annual General Meeting can appoint alternate members for the Supervisory Board members that it elects, who become members of the Supervisory Board in a sequence to be determined during the election if Supervisory Board members resign before their term has ended. Their position as alternate members is restored when the Annual General Meeting conducts a new election for a Supervisory Board member who has resigned and been replaced by the alternate member in question. The term of the alternate member is limited to the period up to the close of the Annual General Meeting in which an election in accordance with Article 11(4) above takes place. The above regulations apply accordingly when an elected member of the Supervisory Board or one or more

**Non-Binding Convenience Translation**  
**– for information purposes only –**

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designated alternate members declines to accept the mandate offered or stand down as a result of a challenge to the election.

6. Each member of the Supervisory Board can resign their office, also without cause, by giving one month's notice and submitting this by written notification to the general partner and to the chair of the Supervisory Board. The Chair of the Supervisory Board declares their resignation from office to one if their deputies.

§ 12

**Establishment of the Supervisory Board, Chair and Deputy Chair, Committees, Internal Regulations**

1. Following the Annual General Meeting at which a new appointment to the Supervisory Board has taken place, the Supervisory Board assembles for a meeting that takes place without being specially convened and at this meeting, if organized, elects from its members a chair and a deputy chair for the duration of their term on the Supervisory Board. The conduct of the election is governed by section 27(1) and (2) MitbestG.
2. If the chair or the chair's deputy resign from office prematurely, the Supervisory Board has immediately to conduct a new election for the departing member.
3. The oldest member in terms of age from among the shareholder representatives on the Supervisory Board takes the chair during the election of the chair of the Supervisory Board.
4. The chair of the Supervisory Board or, if they are unable to attend, their deputy chairs the discussions of the Supervisory Board, determines the content of the minutes of the discussions and resolutions, signs the minutes, and issues the declarations of intent resolved by the Supervisory Board in the name of the Supervisory Board.
5. The Supervisory Board can create committees and assign duties to them.
6. The Supervisory Board adopts rules of procedure for itself within the framework of the mandatory statutory regulations and the Articles of Association.

§ 13

**Meetings and Resolutions of the Supervisory Board**

1. The meetings of the Supervisory Board are convened by the chair in writing or by e-mail by giving 14 (fourteen) days' notice. The individual items of the agenda are to be indicated in the notice. In urgent cases, the period can be shortened and the notice convening the meeting can be sent by telegram, by telex, by telefax, using other means of communication, or by telephone.

**Non-Binding Convenience Translation**  
**– for information purposes only –**

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2. Resolutions of the Supervisory Board are generally adopted in meetings attended in person by the members. It is permitted, however, for meetings of the Supervisory Board to be held in the form of a video conference or conference call or for individual members of the Supervisory Board to be connected by way of video broadcast or telephone and also for the adoption of resolutions or the casting of votes also be conducted in these cases by video conference or conference call or video broadcast or telephone. Resolutions are permitted outside of meetings in text form (section 126b BGB, in particular in writing, by telegram, by telex, by telefax, using other means of electronic communication (e-mail etc.)) or by telephone – also a combination of these – if the chair of the Supervisory Board or, in their absence, their deputy orders this.
3. The Supervisory Board is quorate when at least half of the members of which the Supervisory Board has to consist as a whole participate in the resolution.
4. The Supervisory Board is quorate when at least half of the members of which the Supervisory Board has to consist as a whole participate in the resolution. By submitting the written vote, the member is deemed to have taken part in the resolution.
5. Unless otherwise stipulated by a statutory provision, resolutions of the Supervisory Board are adopted by a simple majority of the votes cast. If a vote in the Supervisory Board is tied, the chair of the Supervisory Board has the casting vote in a new vote on the same matter that also results in a tied vote. The same shall apply when written votes are submitted. The deputy is not entitled to have a casting vote.
6. Minutes shall be prepared of the meetings of the Supervisory Board, which are to be signed by the chair of the meeting. The chair of the Supervisory Board has to sign the minutes to be prepared on resolutions adopted in accordance with Article 13(2) above outside of meetings attended in person by the members.

§ 14

**Rights and Duties of the Supervisory Board**

1. The Supervisory Board has the rights and duties arising from mandatory legal regulations and from the Articles of Association.
2. The Supervisory Board has to monitor the management by the general partner. The Supervisory Board can inspect and audit the books and records as well as the assets of the company.
3. The Supervisory Board or a committee appointed by it in accordance with section 107(3) sentences 4 to 6 AktG adopts the resolution on the approval pursuant to section 111b(1) AktG. Article 18(1) a. remains unaffected.

**Non-Binding Convenience Translation**  
**– for information purposes only –**

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4. The general partner has to report to the Supervisory Board on a regular basis. Furthermore, the Supervisory Board can request a report when there is material reason for this, also if this concerns a business transaction at an associated company that the general partner has been informed of and that may have a significant influence on the situation of the company.
5. If the company has an equity interest in its general partner, all rights of the company arising from and in connection with this equity interest (such as voting rights, rights to obtain information, etc.) are exercised by the Supervisory Board.
6. The Supervisory Board is authorized to make all amendments to the Articles of Association concerning the wording without a resolution of the Annual General Meeting.

§ 15

**Remuneration of the Members of the Supervisory Board**

1. Each member of the Supervisory Board receives as fixed remuneration for each full fiscal year an amount of EUR 40,000.00 (in words: forty thousand euros) a year, payable after the end of the fiscal year.
2. The chair of the Supervisory Board receives double, their deputy one and a half times the fixed remuneration of a Supervisory Board member in accordance with Article 15(1) above.
3. For membership of a committee of the Supervisory Board, a member receives additional fixed remuneration of EUR 10,000.00 (in words: ten thousand euros) a year, while the chair of a committee receives double this.
4. If a fiscal year does not cover a full calendar year or if a member of the Supervisory Board has been a member of the Supervisory Board only during a part of the fiscal year, their remuneration is to be paid pro rata temporis. This applies accordingly for the membership of a committee of the Supervisory Board.
5. The members of the Supervisory Board are reimbursed the expenses they incur while exercising their office, which also include the value added tax incurred.
6. The company provides the members of the Supervisory Board with insurance cover in the form of a D&O insurance policy in a scope appropriate to the performance of the Supervisory Board work.

**Non-Binding Convenience Translation**  
**– for information purposes only –**

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**C.**

**JOINT COMMITTEE**

§ 16

**Joint Committee**

The company has a Joint Committee that consists of six members (“Joint Committee”). Three of the members of the Joint Committee are delegated to the Joint Committee by the general partner and three members of the Joint Committee are delegated to the Joint Committee by the Supervisory Board of the company. The general partner appoints one of the members of the Joint Committee that it has delegated as chair of the Joint Committee.

§ 17

**Appointment and Term of the Members of the Joint Committee**

1. The members of the Joint Committee to be delegated to the Joint Committee by the general partner are each delegated to the Joint Committee for the term of up to five years. Redelegation is permitted. Section 103(2) sentence 1 AktG applies accordingly.
2. The members of the Joint Committee to be delegated to the Joint Committee by the Supervisory Board are members of the Supervisory Board and include two representatives of the shareholders of the company and one representative of the employees in the person of a representative of the company’s employees in accordance with section 7(2) MitbestG. The members of the Joint Committee to be delegated by the Supervisory Board are delegated to the Joint Committee by the Supervisory Board by resolution. The two representatives of the shareholders of the company are delegated to the Joint Committee on the proposal of the representatives of the shareholders on the Supervisory Board of the company. The representatives of the employees are delegated to the Joint Committee on the proposal of the representatives of the employees on the Supervisory Board of the company. The members of the Joint Committee are delegated for the duration of their membership of the Supervisory Board of the company. Section 103(2) sentence 1 AktG applies accordingly.
3. Section 103(3) sentences 1 and 4 AktG apply to members of the Joint Committee. The Joint Committee decides on the motion by simple majority.
4. Unless otherwise stated in Articles 17(1) and (2) above, the provisions in Article 11(3) to (6) apply accordingly to the election and term of office of the members of the Joint Committee.

**Non-Binding Convenience Translation**  
**– for information purposes only –**

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§ 18

**Rights and Duties of the Joint Committee**

1. The general partner requires the approval of the Joint Committee for the following matters:
  - a. Legal transactions between the company or a company subordinate to it and associated with it within the meaning of sections 15 ff. AktG on the one hand and a member of the body of managing directors or of the Board of Directors of the general partner, Dr. Brigitte Gotthardt, Mr. Frank Gotthardt, Prof. Daniel Gotthardt or Dr. Reinhard Koop or a legal entity associated with the above-mentioned persons within the meaning of sections 15 ff. AktG or a natural person associated with the above-mentioned persons within the meaning of section 15 AO on the other, if material significant is to be attributed to it and the value of the legal transaction in the individual case or – in the case of long-term commitments – the annual expenditure is higher than the amount of EUR 15,000,000.00 (in words: fifteen million euros);
  - b. The establishment of annual corporate, investment, and financial framework plans;
  - c. The acquisition and sale of companies and business units if it is not covered by the investment and financial framework plan and the purchase price in the individual case is higher than EUR 50,000,000.00 (in words: fifty million euros);
  - d. The spin-off of business units from the assets of the company or from a company in which it directly or indirectly holds a majority interest if it is not covered by the investment and financial framework plan and the value in the individual case is higher than EUR 50,000,000.00 (in words: fifty million euros);
  - e. The purchase or sale of properties valued at no less than EUR 10,000,000.00 (in words: ten million euros) if it is not covered by the investment and financial framework plan;
  - f. The discontinuation of existing or the commencement of new lines of business with an annual or planned annual sales volume of more than EUR 100,000,000.00 (in words: one hundred million euros) if it is not covered by the investment and financial framework plan;
  - g. All legal transactions not specified above that extend beyond the normal business operations if the transaction value in the individual case is higher than 15 % of the equity of the company;
  - h. Resolutions that the company has to adopt in its capacity as shareholder in associated companies and the subject matter of the resolution concern matters pursuant to b. to g. above as well as capital increases at associated companies that are higher in the individual case than EUR 50,000,000.00 (in words: fifty million euros).



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2. In transactions that are subject to approval and where a resolution by the Joint Committee cannot be produced in good time without putting important interests of the company at risk, the measure is permitted also without prior approval. In this event, the chair of the Joint Committee has to be informed in advance of the planned measures and the subsequent approval of the Joint Committee has to be obtained without undue delay.
  
3. The competences and rights of the Annual General Meeting and of the Supervisory Board existing by virtue of law and the Articles of Association remain unaffected.

§ 19

**Meetings and Resolutions of the Joint Committee**

1. The Joint Committee is convened by the chair of the Joint Committee, who shall state the matter that is the subject matter of the resolution.
  
2. The chair of the Joint Committee sends a report from the general partner on the matters that are the subject matter of the resolution with the notice convening the meeting at the same time, however no later than by the third day before the meeting of the Joint Committee. The report has to be concluded with a proposal for a resolution from the general partner.
  
3. Each member of the Joint Committee can request information from the general partner on all matters of the company that are the subject matter of the resolution. At the request of two members of the Joint Committee, the members of the Joint Committee are to be permitted to inspect the books and records of the company if and insofar as they are related to the subject matter of the resolution.
  
4. The Joint Committee is quorate when at least three of its members participate in the resolution. If a resolution is not adopted because of a lack of a quorum, the chair of the Joint Committee convenes a new meeting of the Joint Committee by giving notice of at least one week, which is quorate if at least two members participate in the resolution. The Joint Committee decides by a simple majority of the votes cast. Each member of the Joint Committee has one vote. If a vote is tied, a new vote on the same subject matter has to be conducted upon the motion of the chair or another member of the Joint Committee. The chair of the Joint Committee has the casting vote in this vote this also results in a tied vote.
  
5. Unless otherwise regulated in Article 19(1) to (4) above, Article 13 of the Articles of Association apply mutatis mutandis to the meetings and resolutions of the Joint Committee.

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§ 20

**Rules of Procedure, Report, Remuneration**

1. The Joint Committee adopts rules of procedure for itself within the framework of the mandatory statutory regulations and the Articles of Association.
2. If the Joint Committee has met, it reports to the Annual General Meeting on its work. Section 171(2) sentence 1 and the first half of sentence 2 and section 176(1) sentence 1 AktG apply mutatis mutandis. If resolutions are adopted as a result of the chair of the Joint Committee exercising the casting vote, this has to be disclosed in the report.
3. The members of the Joint Committee delegated to the Joint Committee by the Supervisory Board receive as fixed remuneration for each full fiscal year an amount of EUR 10,000.00 (in words: ten thousand euros) a year, payable after the end of the fiscal year. Article 15(4) sentence 1 applies mutatis mutandis.

§ 21

**Position, Due Diligence Obligation, and Responsibility of the Members of the Joint Committee**

The members of the Joint Committee are not bound by orders or instructions. With regard to their due diligence obligations, non-disclosure obligations and responsibility, sections 116 and 93 AktG apply accordingly.

**D.**

**ANNUAL GENERAL MEETING**

§ 22

**Convening the Annual General Meeting**

1. Unless a short period is permitted by law, the Annual General Meeting has to be convened no less than 30 days before the date of the Annual General Meeting. The notice period for convening the meeting is extended by the day of the registration deadline. The day of the Annual General Meeting and the day that it is convened are not counted.
2. The Annual General Meeting is held at the registered office of the company or at a German stock exchange.

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§ 23

**Participation in the Annual General Meeting, Assignment**

1. Shareholders who are entered in the share register of the company on the day of the Annual General Meeting and who have registered in due time before the Annual General Meeting are entitled to participate in the Annual General Meeting and to exercise their voting rights.
2. The registration must be received by the company no less than six days before to the Annual General Meeting at the address communicated for this in the invitation convening the meeting. The invitation convening the Annual General Meeting may stipulate a shorter period measured in days. The day of the Annual General Meeting and the day of receipt are not counted. The registration must be submitted in written or electronic form (section 126b BGB) and in German or English.
3. The members of the Board of Directors as well as the managing directors of the general partner and the members of the Supervisory Board of the company shall attend the Annual General Meeting in person. If a member of the Board of Directors or a managing director of the general partner or a member of the Supervisory Board of the company is unable to attend at the venue of the Annual General Meeting, they can also participate in the Annual General Meeting by means of audio and video transmission.
4. The general partner is authorized to stipulate that shareholders may cast their votes in writing or by means of electronic communication even if they do not attend the meeting (postal voting). The general partner is also authorized to stipulate provisions on the procedure.
5. The general partner is authorized to stipulate that shareholders may take part in the Annual General Meeting even if they do not attend the venue and do not make use of a proxy and may exercise all or some of their rights in full or in part by means of electronic communication. The general partner is also authorized to stipulate provisions on the procedure.
6. The general partner and, during the Annual General Meeting, also the chair can decide that parts of or all of the Annual General Meeting is broadcast in video and/or audio. The broadcast may also be made in a form that provides the public with unlimited access.

§ 24

**Time of the Annual General Meeting**

The Annual General meeting that adopts a resolution on the approval of the annual financial statements and also on the granting of formal approval of the actions of the general partner and of the Supervisory Board as well as on the appropriation of the profits (ordinary general meeting) is held within the first eight months of a fiscal year.

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§ 25

**Chair of the Annual General Meeting**

1. The Annual General Meeting is chaired by the chair of the Supervisory Board or, if they are unable to attend or at the request of the chair of the Supervisory Board so desires, by another member of the Supervisory Board to be designated by the chair of the Supervisory Board. If the chair of the Supervisory Board is unable to attend and another member has not been designated, the meeting is chaired by another member to be decided by the Supervisory Board.
  
2. The chair conducts the proceedings, determines the order in which the items of the agenda are considered and in which speakers address the meeting as well as the type and form of the voting. The chair may place reasonable time limits on the shareholders' right to ask questions and to speak. They can in particular set a time frame for the full proceedings of the Annual General Meeting, for individual items of the agenda, or for individual speakers or shareholders asking questions at the start of the Annual General Meeting or as it proceeds. The chair orders that the discussion is closed if and as soon as this is required for the proper conduct of the Annual General Meeting.

§ 26

**Voting Right and Adoption of Resolutions**

1. Each no-par value share (ordinary share) grants one vote at the Annual General Meeting.
  
2. The right to vote can be exercised by a proxy. The granting of the proxy, its revocation and proof of the authorization provided to the company must be issued in written or electronic form; section 135 AktG remains unaffected. A simplification of the form can be determined in the invitation convening the Annual General Meeting.
  
3. Unless this conflicts with mandatory legal regulations, the resolutions of the Annual General Meeting are adopted by a simple majority of the votes cast (simple majority of votes) and, if the law requires a majority of capital in addition to a majority of votes, by a simple majority of the share capital represented in the resolution (simple majority of capital). If the vote is tied, the motion is regarded as rejected.
  
4. If the resolutions of the Annual General Meeting required the approval of the general partner (especially amendments to the Articles of Association and other fundamental resolutions), the general partner shall explain at the Annual General Meeting whether the resolutions are approved or whether they are rejected.

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**IV.**

**ANNUAL FINANCIAL STATEMENTS AND APPROPRIATION OF THE PROFITS**

§ 27

**Fiscal Year, Accounting**

1. The fiscal year is the calendar year.
2. The general partner has to draw up the annual financial statements and the management report for the past fiscal year and submit them to the auditor within the first three months of the fiscal year, at the latest however within the maximum period stipulated by mandatory statutory regulations. When it draws up the annual financial statements, the general partner can transfer a part, however at most a half, of the net income for the year to the retained earnings.
3. The Supervisory Board issues the engagement for the audit by the auditors. The general partner is to be given the opportunity to comment on the audit report of the auditor of the annual financial statements before it is passed to the Supervisory Board.
4. At the same time as the annual financial statements and the management report are presented, the general partner has to submit the proposal on the appropriation of the net retained profits to the Supervisory Board.
5. The annual financial statements are approved by resolution of the Annual General Meeting with the agreement of the general partner.
6. Article 27(2) to (4) above apply accordingly to consolidated financial statements and a Group management report if section 170(1) sentence 2 AktG has to be applied to the company as a parent company.

§ 28

**Appropriation of Profits**

The Annual General Meeting resolves on the appropriation of the net retained profits.

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**V.**

**OTHER**

§ 29

**Severability**

Should one of the provisions of these Articles of Association or a provision incorporated in them in the future be invalid or unenforceable in full or in part or lose its validity or enforceability at a later date, the validity of the remaining provisions shall not be affected by this. The same shall apply if it should emerge that these Articles of Association contain a gap or omission in the regulations. The invalid or unenforceable provision shall be replaced or the regulatory gap or omission shall be filled by a reasonable provision that, to the extent legally possible, mostly approximately satisfies what the shareholders would have agreed if they had been aware that the Articles of Association were invalid, unenforceable or there was a gap or omission. If the invalidity of a provision is based on a measure of performance or time (deadline or date) defined in the Articles of Association, the measure of performance (time or date) that is permitted by law and that comes as close as possible to the intention of the shareholders shall apply.

§ 30

**Formation Expenses**

1. The company bears the expenses connected with the change of form of the legal entity in the previous legal form, CompuGroup Medical SE with its registered office in Koblenz, into a European company (*Societas Europaea, SE*) up to a total amount of EUR 3,000,000.00 (in words: three million euros), especially legal and notary fees, the costs of the special negotiation committee, the costs of the audit of the transformation, the costs of publication, and other legal and consultancy expenses.
  
2. The company bears the formation expenses connected with the transformation of the legal entity in the previous legal form, CompuGroup Medical SE with its registered office in Koblenz, into CompuGroup Medical SE & Co. KGaA, up to a total amount of EUR 3,000,000.00 (in words: three million euros), especially legal and notary fees, the costs of the audit of the transformation, the costs of publication, and other legal and consultancy expenses.

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