



**NOTICE TO HOLDERS OF AMERICAN DEPOSITARY SHARES
REPRESENTING
DEPOSITED COMMON STOCK ("SHARES")
OF:
COMPUGROUP MEDICAL SE & CO. KGAA (THE "COMPANY")
ONE ADS REPRESENTS ONE SHARE (CUSIP: 20481P100)**

You are hereby notified, as holders of the above American Depositary Shares ("ADSs"), that The Bank of New York Mellon (the "Depositary") intends to amend the Terms and Conditions (the "**Terms and Conditions**") under which the ADSs are issued, to shorten the notice period required for termination of the Terms and Conditions from 90 days to 30 days. Under the Terms and Conditions, the Depositary may sell any remaining Shares held by it at any time after termination of the Terms and Conditions.

You are hereby notified that the amendment will become effective on **June 9, 2025**, which is at least 30 days after the date of this Notice. The amended provision of the Terms and Conditions is set forth in Exhibit A to this Notice.

You are further notified that the Terms and Conditions, as amended, will terminate at 5:00 pm (Eastern Time) on **June 9, 2025** (the "**Termination Date**"), which is at least 30 days after the date of this Notice.

As a result of the termination of the Terms and Conditions, as amended, you will have the right, at least until the Termination Date, to take action to retain your interest in Shares of the Company. If you do not surrender your ADSs and request delivery of the underlying Shares before the Depositary sells those Shares, you will lose the right to receive those Shares and instead will be entitled, upon subsequent surrender of your ADSs, to receive the net proceeds of the sale of those Shares, converted into U.S. dollars if received by the Depositary in another currency.

The Depositary expects to sell the remaining deposited Shares as soon as practicable after the Termination Date. The Company has announced the anticipated completion of the voluntary public takeover made for its common shares and a subsequent anticipated delisting offer to take the Company private, the terms of which are not currently known. If feasible and practicable, in the sole discretion of the Depositary, the Depositary may sell Shares held in custody following the Termination Date in such delisting offer, although there is no guarantee it will be feasible or practicable or if the Termination Date will occur in time to sell the Shares into such offer. It is expected that following the completion of the delisting offer by the Company that the Shares may be illiquid and there may be little or no opportunity to sell or transfer such Shares.

If you surrender ADSs for the purpose of withdrawing the underlying Shares before the Depositary sells those Shares, you must pay the fee of the Depositary as provided in the Deposit Agreement of up to \$5.00 per 100 ADSs (or portion thereof), a cable fee of \$17.50 and any

applicable taxes or governmental charges. Payment should be made to The Bank of New York Mellon.

Please note that, if you surrender your ADSs for the purpose of withdrawing the underlying Shares, the delivery in the local market may require additional processes in order to receive those Shares from the Depositary's custodian. You or your broker must contact your bank/agent to ensure that the necessary processes are satisfied. If the Shares are not delivered to and received by your bank/agent by the date the Depositary is permitted to sell the Shares, you will remain an ADS holder and may thereafter only receive any net cash proceeds from sale of those Shares, as described above.

If you intend to surrender ADSs for the purpose of withdrawing the underlying Shares, you should contact the Depositary and your broker to make arrangements to do so well in advance of the Termination Date.

If you wish to receive payment of the proceeds of the sale of Shares, please do not surrender your ADSs at this time. The Depositary will send a separate notice with instructions to surrender your ADSs after the sale of Shares has been completed.

If you surrender your ADSs to obtain payment of proceeds of the sale of Shares after the Depositary sells the remaining deposited Shares, the expenses of sale and any applicable taxes or governmental charges will be deducted from the payment you will receive.

For information regarding your Compugroup Medical SE & CO. KGAA ADSs, please contact the Depositary on telephone number 1-888-BNY-ADRs (1-888-269-2377).

THE BANK OF NEW YORK MELLON,
As Depositary

Dated: May 9, 2025

Exhibit A

Section 13(a) of the Terms and Conditions is amended to read as follows:

“(a) The Depositary may at any time initiate a termination of the agreement created by deposits of Shares under these Terms and Conditions by mailing notice of such termination to the Owners of all American Depositary Shares then outstanding at their addresses appearing upon the books of the Depositary at least **30** days prior to the date fixed in such notice for termination (the “**Termination Date**”), and that agreement shall terminate on that Termination Date.”

(a) PLEASE SEE INVESTOR DISCLOSURE ON LAST PAGE.

For Settlement specific inquiries, please contact DRsettlements@bnymellon.com

Investor Disclosure

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Nothing herein shall be deemed to constitute an offer to sell or a solicitation of an offer to buy securities.

BNY collects fees from DR holders pursuant to the terms and conditions of the DRs and any deposit agreement under which they are issued. From time to time, BNY may make payments to an issuer to reimburse and/or share revenue from the fees collected from DR holders, or waive fees and expenses to an issuer for services provided, generally related to costs and expenses arising out of establishment and maintenance of the DR program. BNY may pay a rebate to brokers in connection with unsponsored DR issuances; brokers may or may not disclose or pass back some or all of such rebate to the DR investor. BNY may also use brokers, dealers or other service providers that are affiliates and that may earn or share fees and commissions.

BNY may execute DR foreign currency transactions itself or through its affiliates, or the Custodian or the underlying Company may execute foreign currency transactions and pay US dollars to BNY. In those instances where it executes DR foreign currency transactions itself or through its affiliates, BNY acts as principal counterparty and not as agent, advisor, broker or fiduciary. In such cases, BNY has no obligation to obtain the most favorable exchange rate, makes no representation that the rate is a favorable rate and will not be liable for any direct or indirect losses associated with the rate. BNY earns and retains revenue on its executed foreign currency transactions based on, among other things, the difference between the rate it assigns to the transaction and the rate that it pays and receives for purchases and sales of currencies when buying or selling foreign currency for its own account. The methodology used by BNY to determine DR conversion rates is available to registered Owners upon request or can be accessed at https://www.adrbny.com/content/dam/adr/documents/fees-and-disclosures-pdf/drs_foreign_exchange_pricing_disclosure.pdf.

In those instances where BNY's Custodian executes DR foreign currency transactions, the Custodian has no obligation to obtain the most favorable exchange rate or to ensure that the method by which the rate will be determined will be the most favorable rate, and BNY makes no representation that the rate is the most favorable rate and will not be liable for any direct or indirect losses associated with the rate. In certain instances, BNY may receive dividends and other distributions from an issuer of securities underlying DRs in U.S. dollars rather than in a foreign currency. In such cases, BNY will not engage in or be responsible for any foreign currency transactions and it makes no representation that the rate obtained by an issuer is the most favorable rate and it will not be liable for any direct or indirect losses associated with the rate.

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