

- Convenience Translation -

## **Domination Agreement**

between

### **Fresenius SE & Co. KGaA**

domiciled in Bad Homburg, entered in the Bad Homburg District Court commercial register  
under HRB 11852

(hereinafter "Controlling Enterprise")

and

### **Fresenius Kabi AG**

domiciled in Bad Homburg, entered in the Bad Homburg District Court commercial register  
under HRB 11654

(hereinafter "Depending Company")

## **Abstract**

- 1.1 The Controlling Enterprise is the sole shareholder of the Depending Company.
- 1.2 At the conclusion of this domination agreement, a profit transfer agreement also exists between the contract parties and in which the Depending Company has undertaken to transfer profits pursuant to § 301 AktG (*German Stock Corporation Act*) to the Controlling Enterprise.

## **§ 1**

### **Domination**

- 1.1 The Depending Company places itself under the management of the Controlling Enterprise. Accordingly, the Controlling Enterprise is entitled to instruct the management board of the Depending Company with regard to management of the Depending Company. Instructions can be issued in general or relative to individual cases.

The Management Board of the depending Company is obligated to comply with the instructions given by the Controlling Enterprise pursuant to § 308 AktG.

- 1.2 Instructions must be issued in text form or, if issued verbally, must be immediately confirmed in text form.
- 1.3 Notwithstanding the instruction right pursuant to § 1.1 of this agreement, the Management Board of the Depending Company remains responsible for its management and representation.
- 1.4 The Controlling Enterprise is not entitled to instruct the executive board of the Depending Company to change, uphold or end this contract.

## **§ 2**

### **Assumption of losses**

- 2.1 At the conclusion of this Domination Agreement a profit transfer agreement also exists between the contract parties and in which the Depending Company has undertaken to transfer profits pursuant to § 301 AktG to the Controlling Enterprise. For as long as that agreement is effective or until a profit transfer agreement has replaced it and is implemented, the regulations for compensation of losses pursuant to § 302 AktG provided there shall also be decisive for this agreement. Otherwise, losses shall be compensated in accordance with the following provisions:

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- 2.2 The Controlling Enterprise is obligated to compensate the losses of the Depending Company pursuant to the regulations of § 302 AktG in its respectively valid version.
- 2.3 The obligation to compensate losses falls due at the end of the financial year of the Depending Company.
- 2.4 The obligation to compensate losses arises for the first time for the entire financial year of the Depending Company in which this agreement becomes effective under civil law.

**§ 3**

**Coming into effect and duration**

- 3.1 To be effective this agreement must be approved by the general shareholder meetings of the Controlling Enterprise and the Depending Company. It comes into effect with entry in the commercial register for the domicile of the Depending Company.
- 3.2 The agreement is concluded for an indeterminate time. It can be terminated by either Party with notice of six months to the end of a financial year of the Depending Company.
- 3.3 The right to extraordinary termination without further notice for good cause remains unaffected. Good cause is especially given if the Controlling Enterprise no longer participates directly or indirectly in the Depending Company with a majority of the voting rights or capital or if the profit transfer agreement between the Controlling Enterprise and Depending Company ends and is not simultaneously replaced with another profit transfer agreement between the Parties hereto.
- 3.4 Notice to terminate this agreement must be served on the other Party in writing.

**§ 4**

**Concluding provisions**

- 4.1 If a provision of this agreement should be or become wholly or partially invalid or impracticable or if it contains a gap, this shall not impair the validity of the agreement otherwise. The Parties to this agreement will replace the invalid or impracticable provision by agreeing an effective or practicable provision approximating as closely as possible in economic result to the invalid or impracticable provision. A gap in this agreement shall be amended by agreeing a provision that would have been agreed in accordance with the meaning and purpose of the agreement had the gap been known.

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- 4.2 Changes and additions to this agreement, including this section, must be in writing to be effective, unless the law stipulates a stricter written form requirement.
- 4.3 Inasmuch as a declaration according to this contract must be issued in writing, then such a declaration must be signed by the declaring Party in his own hand and communicated in original to the receiving Party. The aforesaid written form cannot be substituted by the electronic form.
- 4.4 Frankfurt am Main is place of fulfilment and jurisdiction for both Parties to this agreement.
- 4.5 This agreement is subject exclusively to German law.

Bad Homburg, this day 12.03.2015

Fresenius SE & Co KGaA,  
represented by Fresenius Management SE

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Dr. Jürgen Götz  
Member of the Management Board

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Stephan Sturm  
Member of the Management Board

Fresenius Kabi AG

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Mats Henriksson  
Member of the Management Board

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Gerrit Steen  
Member of the Management Board