

**Update of the Declaration by the Management Board of the General Partner of Fresenius SE & Co. KGaA, Fresenius Management SE, and by the Supervisory Board of Fresenius SE & Co. KGaA on the German Corporate Governance Code pursuant to Section 161 German Stock Corporation Act (Aktiengesetz)**

The Management Board of the General Partner of Fresenius SE & Co. KGaA, Fresenius Management SE (hereafter: the Management Board), and the Supervisory Board of Fresenius SE & Co. KGaA most recently issued a Declaration of Conformity with the recommendations of the German Corporate Governance Code in the version of December 16, 2019 (hereafter: the Code) pursuant to Section 161 of the German Stock Corporation Act in December 2020. This Declaration is updated as follows:

**Code recommendation G.12**

Pursuant to Code recommendation G.12, if a Management Board member's agreement is terminated, the payment of any outstanding variable compensation components attributable to the period up to the termination of the agreement shall be made in accordance with the originally agreed targets and comparison parameters and in accordance with the due dates or holding periods specified in the agreement.

On the occasion of Mr. Mats Henriksson's premature resignation from the Management Board effective March 16, 2021, it was agreed with Mr. Henriksson that the *pro rata* short-term variable compensation for the year 2021 as well as the postponed or converted portions of the short-term variable compensation of the years 2018, 2019 and 2020 will already be paid to him in March of 2021. This will bring forward the due dates for these compensation components agreed in the service agreement with Mr. Henriksson.

With regard to the severance agreement with Mr. Henriksson, it is therefore declared that Code recommendation G.12 was not complied with in this individual case. For the future, the Company declares that it will comply with Code recommendation G.12.

**Code recommendation G.13 sentence 1**

Pursuant to Code recommendation G.13 sentence 1, any payments to a Management Board member on the occasion of a premature termination of the activity for the Management Board shall not exceed the value of two years' compensation (severance payment cap) and shall not compensate more than the remaining term of the service agreement.

The agreement entered into with Mr. Henriksson on the occasion of his premature resignation from the Management Board provides for a severance payment that corresponds to this severance payment cap and does not compensate more than the remaining term of Mr. Henriksson's service agreement. In addition, the agreement with Mr. Henriksson provides for certain additional compensation components which exceed the entitlements that were agreed in the service agreement for the case of Mr. Henriksson's premature resignation from the Management Board. In particular, Mr. Henriksson will receive long-term variable compensation components in accordance with the relevant plan conditions which, as a result of Mr. Henriksson's premature resignation from the Management Board, would have been forfeited under the provisions of these plan conditions.

Since these compensation components could qualify as additional severance payments, a deviation from Code recommendation G.13 sentence 1 is declared in this individual case on a precautionary basis. For the future, the Company declares that it will comply with Code recommendation G.13 sentence 1.

In all other respects, the Declaration of Conformity of December 2020 remains unaffected.

Bad Homburg v.d.H., March 2021

Management Board of the General Partner of Fresenius SE & Co. KGaA, Fresenius Management SE, and the Supervisory Board of Fresenius SE & Co. KGaA