

Articles of Association of Ottobock SE & Co. KGaA

7 October 2025

– *Convenience Translation* –

I. General provisions

§1 Name, registered office

- 1.1 The Company is a partnership limited by shares (*Kommanditgesellschaft auf Aktien*) under the name **Ottobock SE & Co. KGaA**.
- 1.2 The registered office of the Company is in Duderstadt.

§2 Objects

- 2.1 The objects of the Company are the development, manufacturing and distribution of orthopaedic, surgical, pharmaceutical, cosmetic, aesthetic and similar articles, trading in these articles and the operation of similar types of business.
- 2.2 The Company is authorised to engage in any and all transactions and measures that appear capable of directly or indirectly promoting its objects. In particular, it may also set up, acquire, lease out, lease or hold participations in enterprises in Germany and abroad, or establish branches. It may also combine enterprises in which it holds a majority interest to bring them under its management or confine itself to managing its interests in them.

§3 Duration, financial year, announcements

- 3.1 The Company has an indefinite duration.
- 3.2 The financial year is the calendar year.
- 3.3 Announcements required to be made by the Company shall be published exclusively in the Federal Gazette (*Bundesanzeiger*), unless mandatory law provides otherwise.
- 3.4 The Company may transfer information to the holders of securities admitted to trading by way of remote data transfer.

II. Share capital and shares

§4 Share capital

- 4.1 The Company's registered share capital amounts to EUR 63,990,151.00 (in words: sixty-three million nine hundred ninety thousand one hundred fifty-one euros) and is divided into 63,990,151 no-par value bearer shares (Inhaber-Stückaktien).
- 4.2 The share capital existing at the time of the conversion of the Company into a partnership limited by shares was contributed by change of legal form (§§ 190 et seq. of the German Transformation Act (*Umwandlungsgesetz*) of the entity in the previous legal form, i.e. Otto Bock HealthCare GmbH registered in the commercial register of the *Amtsgericht* (Local Court) of Göttingen under HRB 102446.

4.3 The General Partner is authorised, with the approval of the Supervisory Board, to increase the share capital on one or more occasions until 15 July 2030 by a total of up to EUR 31,237,500.00 (in words: thirty-one million two hundred thirty-seven thousand five hundred euros) by issuing up to 31,237,500 new no-par value bearer shares against contributions in cash and/or kind (**“Authorised Capital 2025”**). Generally, shareholders are to be granted a subscription right.

The new shares may also be acquired by a credit institution designated by the General Partner or by a company operating under § 53 para. 1 sentence 1 or under § 53b para. 1 sentence 1 or under § 53b para. 7 of the German Banking Act (*Kreditwesengesetz*) (financial institution) or by a consortium of such credit or financial institutions, subject to an obligation to offer them to the shareholders of the Company for subscription (indirect subscription right; *mittelbares Bezugsrecht*).

The General Partner is authorised to exclude the subscription rights of the shareholders with the approval of the Supervisory Board for one or more capital increases from the Authorised Capital 2025 in the following cases:

- a) to the extent necessary to exclude fractional amounts;
- b) to the extent necessary to grant holders or creditors of convertible bonds or bonds with warrants issued by the Company and/or its majority-owned subsidiaries (§ 16 of the German Stock Corporation Act (*Aktiengesetz*)) a subscription right to new shares to the extent to which they would be entitled to such rights upon exercise of their conversion or option rights or upon fulfilment of their option exercise obligations or conversion obligations;
- c) to the extent that, in the case of one or more capital increases against cash contributions, the issue price of the new shares is not significantly below the stock market price of the already listed shares within the meaning of § 203 paras. 1 and 2, and § 186 para. 3 sentence 4 of the German Stock Corporation Act (*Aktiengesetz*), and the aggregate number of newly issued shares does not exceed 10% of the share capital either on the date on which this authorisation comes into effect or on the date of exercise of this authorisation. The sale of treasury shares shall be counted towards the 10% share capital limit, provided that the sale occurs during the term of this authorisation and involves the exclusion of subscription rights pursuant to § 186 para. 3 sentence 4 of the German Stock Corporation Act (*Aktiengesetz*). Furthermore, shares that have been issued or must be issued to fulfil obligations under bonds (including participation rights) with conversion rights or warrants or a conversion obligation, shall count towards this threshold, provided that such bonds or participation rights were issued during the term of this authorisation with the exclusion of subscription rights with a corresponding application of § 186 para. 3 sentence 4 of the German Stock Corporation Act (*Aktiengesetz*); and
- d) to the extent that the new shares of the Company are issued against contributions in kind (*Sacheinlage*), in particular in the context of mergers or the acquisition of companies, parts of companies, or interests in companies or other assets or claims to the acquisition of

other assets, including claims against the Company or against companies dependent on it within the meaning of § 17 of the German Stock Corporation Act (*Aktiengesetz*).

The General Partner may only exercise the above authorisation to exclude subscription rights to the extent that the proportionate amount of the shares issued in total, excluding subscription rights, does not exceed 10% of the share capital either at the time this authorisation becomes effective or at the time this authorisation is exercised. If, during the term of the Authorised Capital 2025, other authorisations to issue or sell shares of the Company or to issue rights that enable or oblige the subscription of shares of the Company are exercised and the subscription right is excluded, this shall be offset against the above limit.

The General Partner is authorised, with the approval of the Supervisory Board, to determine the further details of the capital increase, the further content of the share rights, and the terms and conditions of the share issue. The Supervisory Board is authorised to amend the wording of this § 4 upon each occasion of the authorised capital being utilised and upon expiry of the authorisation period.

- 4.4 In the event of a capital increase, profit distribution may be determined in derogation from § 60 para. 2 of the German Stock Corporation Act (*Aktiengesetz*).

§5 Shares

- 5.1 The shares are no-par value bearer shares. This also applies to any shares that may be issued in a future capital increase, unless provided otherwise in the resolution on such capital increase.
- 5.2 The Company may combine several shares in share certificates evidencing a specific number of shares or all shares (global or multiple share certificates). The shareholders' right to individual certification of their shares is excluded.
- 5.3 The form of the share certificates and of the dividend and renewal coupons shall be determined by the General Partner.

III. Constitution of the Company

A. General Partner

§6 General Partner, special capital contribution, withdrawal

- 6.1 The General Partner of the Company is
Ottobock Management SE with registered office in Duderstadt.
- 6.2 The General Partner has not made a special capital contribution (*Sondereinlage*). It participates neither in the profit and loss nor in the assets (including the hidden reserves) of the Company. And in the event it withdraws from the Company, it shall have no right to participate in the liquidation proceeds.

6.3 The General Partner withdraws from the Company (*scheidet aus der Gesellschaft aus*) if and as soon as

- a) more than 50% of the voting rights in the General Partner are no longer held directly or indirectly by one particular natural or legal person, company, or foundation,
- or
- b) although more than 50% of the voting rights in the General Partner are held directly or indirectly by one particular natural or legal person, company, or foundation that is not a Family Shareholder within the meaning of letter c), this person does not hold at least 15% of the voting rights in the Company directly or indirectly,
- or
- c) although more than 50% of the voting rights in the General Partner are held directly or indirectly by a Family Shareholder, this shareholder or another Family Shareholder does not hold at least 15% of the voting rights in the Company directly or indirectly. A Family Shareholder within the meaning of this letter (c) is, in addition to Prof. Hans Georg Näder, any natural or legal person, company or foundation that is a descendant of Prof. Hans Georg Näder or is related to Prof. Hans Georg Näder or to a descendant of Prof. Hans Georg Näder within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz*) or § 15 of the German Fiscal Code (*Abgabenordnung*) or, in the case of a foundation, was established by Prof. Hans Georg Näder and/or a descendant of Prof. Hans Georg Näder or for their benefit;
- or
- d) more than 50% of the voting rights in General Partner are acquired directly or indirectly by an acquirer and this acquirer has not made a voluntary or mandatory takeover offer to the shareholders of the Company in accordance with the provisions of the German Takeover and Acquisition Act (*Wertpapiererwerbs- und Übernahmegesetz*) within three months of the acquisition taking effect. Family Shareholders within the meaning of letter (c) are not considered acquirers within the meaning of this letter (d).

The above provisions of § 6.3 shall not apply if more than 50% of the voting rights in the General Partner are held or acquired directly or indirectly by the Company or are attributable to it.

6.4 The other statutory reasons for the withdrawal of the General Partner remain unaffected.

6.5 If the General Partner withdraws from the Company or it can be anticipated that the General Partner will withdraw from the Company, the Supervisory Board is entitled and obliged to admit a corporation wholly owned by the Company as the new General Partner of the Company without undue delay or at the time of withdrawal of the General Partner. If the General Partner withdraws from the Company without such new General Partner having been admitted to the Company at the same time, the Company shall be

continued on a transitional basis by the limited shareholders alone. In that case, the Supervisory Board shall without undue delay apply for the appointment of a provisional representative who will represent the Company until the admission of a new General Partner in accordance with sentence 1 of this paragraph, in particular in connection with the acquisition or formation of such General Partner.

- 6.6 The Company shall indemnify the withdrawn General Partner internally from any further liability for the Company's obligations, unless the creditor's claim is based on an act or omission on the part of the General Partner that does not meet the standard of care expected of a prudent businessman. The General Partner cannot demand indemnification from the Company or the provision of security.
- 6.7 The Supervisory Board is authorised to adjust the wording of the Articles of Association so as to reflect the change of General Partner.
- 6.8 In the event of the continuation of the Company pursuant to the above § 6.5 of the Articles of Association, an extraordinary general meeting or the next ordinary general meeting shall decide on the change of the legal structure of the Company into a European Company (*Societas Europaea*, SE), where permitted, and otherwise into a German stock corporation (*Aktiengesellschaft*). A simple majority of the votes cast shall be sufficient for the resolution on such change of the legal form. The General Partner is obliged to approve such a resolution on the change of legal form by the General Meeting.

§7 Management and representation of the Company, reimbursement of expenses and remuneration

- 7.1 The Company shall be represented by its General Partner. Vis-a-vis the General Partner, the Company shall be represented by the Supervisory Board.
- 7.2 The General Partner shall be responsible for the management of the Company. Management by the General Partner also includes extraordinary management measures. The right of approval or objection of the limited shareholders in the General Meeting to management measures outside the ordinary course of business shall be excluded.
- 7.3 The General Partner shall be reimbursed for any expenses incurred in managing the business of the Company, including the remuneration of its board members. The General Partner shall invoice its expenses monthly; it is entitled to claim payment in advance.
- 7.4 The Company shall pay to the General Partner as consideration for assuming the management of the Company and the liability a remuneration that does not depend on profit or loss and amounts to 4% of its share capital.
- 7.5 The General Partner is not authorised to enter into transactions for its own account or for the account of others outside the scope of its duties in the Company.

§8 Transactions requiring approval, Rules of Procedure

- 8.1 Certain management measures are subject to the approval by the Supervisory Board.
- 8.2 The General Partner shall issue Rules of Procedure for its managing directors. These Rules of Procedure shall specify the legal transactions and measures requiring approval by the Supervisory Board of the Company that apply according to § 8.1 above and are conclusively set out therein. The Rules of Procedure may specify further terms of the approval requirement.

B. Supervisory Board**§9 Election and term of office**

- 9.1 The Company has a Supervisory Board consisting of ten members, of which four members are employee representatives and six members are elected by the General Meeting. The General Meeting may resolve to increase the number of members of the Supervisory Board.
- 9.2 The members of the Supervisory Board shall be elected for a term until the close of the General Meeting resolving on the formal approval of the acts of the members of the Supervisory Board for the fourth financial year after the beginning of their term of office (not including the financial year in which the election takes place). When electing the shareholder representatives, the General Meeting may determine a shorter term of office. Members may be re-elected to the Supervisory Board. Any member of the Supervisory Board elected in replacement of a member who left office shall hold office for the remaining term of office of such previous member.
- 9.3 A replacement member may be appointed by the General Meeting at the same time as appointing the relevant full member of the Supervisory Board, with the replacement member then becoming a member of the Supervisory Board in the event that the full member leaves the Supervisory Board before the end of their term of office. The office of a replacement Supervisory Board member who has joined the Supervisory Board will end as soon as a successor to the departed Supervisory Board member has been appointed, and upon expiry of the term of office of the departed Supervisory Board member, at the latest.
- 9.4 Each member of the Supervisory Board may resign from office without good cause by giving four weeks' notice in writing to the chairman of the Supervisory Board or the General Partner. A resignation from office by giving less than four weeks' notice is subject to the approval of the chairman of the Supervisory Board or, in the case of resignation by the chairman, the approval of their deputy. The chairman shall communicate their resignation from office to their deputy.

§10 Meetings and resolutions of the Supervisory Board

- 10.1 The Supervisory Board shall elect, for its term of office, the chairman and a deputy chairman from among its members. In the event of a tie, the election shall be decided by lot. If the chairman or the deputy chairman leaves office, a replacement shall be elected without undue delay. The chairman

and the deputy chairman can be re-elected. When the deputy chairman chairs the Supervisory Board, he shall have the same rights and obligations as the chairman; this shall be without prejudice to § 10.5 sentence 5 of the Articles of Association.

- 10.2 If the chairman or one of their deputies resigns from office before the end of their terms of office, the Supervisory Board must immediately carry out a new election for the remaining term of office.
- 10.3 Meetings of the Supervisory Board shall be convened by the chairman by giving two weeks' notice. In calculating this notice period, the day on which the invitation is sent and the day of the meeting are not included. In urgent cases, the chairman may shorten the notice period in a reasonable manner. The invitation shall include the items on the agenda. The meeting may be convened in writing, in text form, by fax, by telephone or by other electronic means of communication (including email, etc.).
- 10.4 As a rule, resolutions of the Supervisory Board shall be passed in physical meetings. However, it is permitted for meetings of the Supervisory Board to be held by telephone or video conference; in such cases, resolutions may be passed or votes cast by video or telephone conference or by video transmission or telephone link. Resolutions may be passed outside of physical meetings, unless another form is required by mandatory provisions of law, by voting in text form, in particular in writing, by telegraph, by telex, by fax, orally (including by telephone) or by other electronic means of communication (email etc.) and through a combination of the aforementioned means of communication, if so directed by the chairman of the Supervisory Board or, in his absence, his deputy, provided that no member of the Supervisory Board objects to such procedure within a reasonable period to be set by the chairman. Combined voting procedures with part of the votes being cast orally or in text form are also permitted. Minutes of each resolution shall be prepared without undue delay, and a copy of such minutes shall be sent to each member of the Supervisory Board upon request.
- 10.5 The Supervisory Board shall constitute a quorum if all members of the Supervisory Board have been properly invited and at least four members participate in the voting on a specific resolution. Any member who abstains from voting on the resolution is also deemed to have participated. If an item to be voted on has not been added to the extended agenda at the latest five (5) days prior to the meeting, a resolution on such item may be passed if no member of the Supervisory Board objects; absent members of the Supervisory Board shall have the opportunity to object subsequently to these resolutions within a reasonable period of time to be specified by the chairman. Resolutions shall be passed by a simple majority of the votes cast. If a vote (also in the case of elections) results in a tie and a second vote on the same agenda item again results in a tie, the chairman has a second vote. § 278 para. 3 in conjunction with § 108 para. 3 of the German Stock Corporation Act (*Aktiengesetz*) shall apply also to the casting of the second vote. The deputy chairman has no second vote.
- 10.6 A member of the Supervisory Board that is prevented from attending a meeting may have their votes submitted by another Supervisory Board member in writing or in text form. In that case, the absent member shall be deemed to be present. The right to chair the meeting cannot be delegated.

10.7 Minutes of the meetings of the Supervisory Board shall be prepared and signed by the chairman of the meeting.

10.8 The chairman is authorised to make the declarations of intent on behalf of the Supervisory Board that are required for the implementation of the resolutions. Where declarations are to be made to the Supervisory Board in accordance with these Articles of Association, it is sufficient to make the declaration to the chairman of the Supervisory Board.

§11 Rights and duties of the Supervisory Board

11.1 The Supervisory Board has the rights and duties specified in mandatory provisions of law and the Articles of Association.

11.2 The Supervisory Board shall supervise the management by the General Partner. The Supervisory Board may inspect and review the books and records of the Company and its assets.

11.3 The Supervisory Board may, without resolution of the General Meeting, make amendments to the Articles of Association concerning their wording.

§12 Rules of Procedure of the Supervisory Board

The Supervisory Board shall adopt Rules of Procedure for itself in accordance with mandatory provisions of law and the Articles of Association.

§13 Committees

13.1 The Supervisory Board may, within the limits of applicable law, establish committees from among its members and delegate duties and powers to such committees in its Rules of Procedure or by special resolution.

13.2 The provisions of § 10 of the Articles of Association shall apply accordingly to committees of the Supervisory Board; the Rules of Procedure of the Supervisory Board may contain different provisions within the limits of applicable law. If votes and elections result in a tie, the chairman of the committee shall have a casting vote.

13.3 Declarations of intent resolved by a committee of the Supervisory Board shall be made on behalf of such committee by its chairman.

§14 Remuneration of the members of the Supervisory Board

14.1 Each member of the Supervisory Board receives a fixed remuneration of EUR 50,000 for each full financial year of membership in the Supervisory Board. The Chairman of the Supervisory Board, however, receives a fixed remuneration of EUR 100,000 for each full financial year, and the Deputy Chairman receives a fixed remuneration of EUR 75,000 for each full financial year. Any change in remuneration is decided by the General Meeting.

14.2 Members of a committee receive additional remuneration of EUR 10,000 each for each full fiscal year. An additional remuneration of EUR 40,000 is granted for chairing the Audit Committee, and an additional remuneration of EUR 25,000 is granted for chairing other committees.

- 14.3 The remuneration pursuant to the § 14.1 and § 14.2 plus any value-added tax incurred shall be payable in equal parts at the end of each calendar half-year. Insofar as membership of the Supervisory Board or the particular function or the committee membership does not apply for the entire financial year or a financial year does not comprise a full calendar year, the remuneration shall only be due on a pro rata basis.
- 14.4 The members of the Supervisory Board shall be reimbursed for the necessary expenses incurred in the performance of their office, including any statutory value-added tax incurred.
- 14.5 The Company shall take out a Directors' & Officers' liability insurance (D&O insurance) for the benefit of the members of the Supervisory Board with an amount of insurance cover that is appropriate for the performance of their duties on the Supervisory Board.

C. General Meeting

§15 Convening of the General Meeting

- 15.1 The General Meeting shall be convened – unless a shorter period is permitted by law – at the latest 30 days prior to the day of the General Meeting by means of an announcement in the Federal Gazette (*Bundesanzeiger*). This period does not include the day on which the general meeting is convened and the day of the General Meeting. The period for convening the meeting shall be extended by the days required for the registration period pursuant to § 16.1. The calculation of the period shall be governed by the relevant provisions of law.
- 15.2 The General Meeting shall be held at the registered office of the Company or in a city where a German stock exchange is located.
- 15.3 The General Partner is authorised to arrange for the General Meeting to be held without the physical presence of the shareholders or their proxies at the location of the General Meeting (virtual General Meeting). The authorisation applies to General Meetings held up to and including 15 July 2030.
- 15.4 Subject to any convening rights held by the Supervisory Board and a minority of the Company's shareholders by law, the General Meeting shall be convened by the General Partner.

§16 Participation

- 16.1 Only shareholders who have registered with the Company and have provided proof of their entitlement to participate in the General Meeting are entitled to participate in the General Meeting and to exercise voting rights. The registration and proof of their entitlement must be received by the Company at the place specified in the convening notice at least six days prior to the day of the General Meeting. The notice of the Annual General Meeting may provide for a shorter period, to be specified in days. The day of the meeting and the day of receipt shall not be included in the calculation of this period. The registration must be made in text form (§ 126b of the

German Civil Code (*Bürgerliches Gesetzbuch*)) and must be made in either German or English.

- 16.2 The proof of entitlement pursuant to the above § 16.1 shall be provided in accordance with § 67c para. 3 of the German Stock Corporation Act (*Aktengesetz*) or by means of other proof of share ownership issued by the last intermediary in text form and shall refer to the end of business of the 22nd day prior to the General Meeting (Record Date).
- 16.3 In the event of specific doubts as to the accuracy or authenticity of the proof, the Company is entitled to demand further suitable proof. Should this proof not be provided or not be provided in the proper form, the Company may reject the shareholder.
- 16.4 The members of the General Partner's board of directors, the General Partner's executive directors and the members of the Supervisory Board are to attend the General Meeting as a rule. If it is not possible for a member of the Supervisory Board to be present at the location of the General Meeting, they may also participate in the General Meeting by means of video or audio transmission. The same applies when the General Meeting is conducted as a virtual General Meeting.

§ 17 Chair of the General Meeting and voting

- 17.1 The General Meeting shall be chaired by the chairman of the Supervisory Board and, in his absence or at the request of the chairman of the Supervisory Board, by another member of the Supervisory Board to be designated by the chairman. In the event that neither the chairman of the Supervisory Board nor another member of the Supervisory Board designated by him takes the chair, the chairman of the meeting shall be elected by the Supervisory Board.
- 17.2 The chairman shall chair the meeting and determine the order in which the items on the agenda are dealt with and the order of the speakers as well as the type and form of the voting. The chairman may reasonably limit the time available for speaking, the time available for asking questions and the total time available for speaking and asking questions, either at the beginning of or during the General Meeting, for the discussion of individual items on the agenda and for individual speeches and questions. The chairman shall order that the discussion be closed if and when this is necessary for a proper conduct of the General Meeting.
- 17.3 Resolutions of the General Meeting shall be passed by a simple majority of the votes cast, unless a larger majority is mandatorily required by applicable law or the Articles of Association. In cases in which applicable law requires, in addition to a majority of votes, a majority of the share capital represented at the time of the voting, the simple majority of the share capital represented is sufficient. Abstentions shall not count as votes cast. In the event of a tie, a proposal shall be deemed to be rejected.
- 17.4 Each no-par value share confers one vote in the General Meeting.
- 17.5 The General Partner and during the General Meeting the chairman may decide that the entire General Meeting or parts thereof be broadcast in video and/or audio format. Such broadcast can also be in a form that provides unlimited access to the public.

17.6 Resolutions of the General Meeting require the approval by the General Partner if they concern matters requiring in a limited partnership the approval of the general partner and the limited partners. To the extent that resolutions of the General Meeting require the approval of the General Partner, the General Partner shall declare in the General Meeting whether it approves or rejects such resolutions.

IV. Annual financial statements and appropriation of profit

§18 Accounting

18.1 The General Partner shall, within the period specified by mandatory provisions of law, prepare, for the respective preceding financial year, the annual financial statements including the notes and the management report as well as, if required by applicable law, the annual report for the preceding financial year and submit these documents to the auditors.

18.2 The Supervisory Board commissions the audit by the auditors. Before the audit report of the auditors is forwarded to the Supervisory Board, the General Partner shall be given the opportunity to comment.

18.3 At the same time as the submission of the annual financial statements and the management report as well as the consolidated financial statements and the consolidated management report, the General Partner shall submit to the Supervisory Board the proposal on the appropriation of the distributable profit (*Bilanzgewinn*).

18.4 The annual financial statements shall be adopted by resolution of the General Meeting with the approval of the General Partner.

18.5 Paragraphs 1 and 2 of this § 18 shall apply accordingly for consolidated financial statements and a consolidated management report if § 170 para. 1 sentence 2 of the German Stock Corporation Act (*Aktiengesetz*) is applicable to the Company as parent company.

§19 Appropriation of profit

The General Meeting resolves on the appropriation of the distributable profit (*Bilanzgewinn*).

V. Miscellaneous

§20 Severability

20.1 Should any present or future provisions of the Articles of Association be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of these Articles of Association. The same applies to the extent that it should turn out that these Articles of Association contain any gaps.

20.2 The invalid or unenforceable provision shall be deemed replaced, or the gap shall be filled, by an adequate provision that, to the extent legally possible, comes closest to the purpose and intent of the Articles of Association. This also applies if the invalidity of a provision is based on a measure of performance or time (deadline or date) specified in these Articles of Association; in such a case, the provision shall be replaced by a legally permitted measure of performance or time (deadline or date) which comes closest to the purpose and intent of the Articles of Association.

20.3 If the application of a provision for the purposes described above can only be achieved by satisfying specific formal requirements, the parties concerned shall take any actions and make any declarations which may be required.

§21 Formation expenses

The formation expenses incurred in connection with the conversion of Otto Bock HealthCare GmbH into Ottobock SE & Co. KGaA in the total amount of up to EUR 85,000.00 shall be borne by the Company. Any expenses in excess thereof shall be borne by the limited shareholders in proportion to their respective shareholding.

§22 Authentic language

In the case of any discrepancies between the German and the English version, the German version of these Articles of Association shall prevail.

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