COMMITMENTS TO THE EUROPEAN COMMISSION

1. Pursuant to Article 6(2) of Council Regulation (EC) No 139/2004 (the "**Merger Regulation**"), Siemens Healthineers AG hereby enters into the following Commitments (the "**Commitments**") vis-à-vis the European Commission (the "**Commission**") with a view to render the acquisition of sole control over Varian Medical Systems, Inc. ("**Varian**") by Siemens Healthineers AG (the "**Concentration**") compatible with the internal market and the functioning of the EEA Agreement.

2. This text shall be interpreted in light of the Commission's decision pursuant to Article 6(2) of the Merger Regulation to declare the Concentration compatible with the internal market and the functioning of the EEA Agreement (the "**Decision**"), in the general framework of European Union law, in particular in light of the Merger Regulation, and by reference to the Commission Notice on remedies acceptable under Council Regulation (EC) No 139/2004 and under Commission Regulation (EC) No 802/2004 (the "**Remedies Notice**").

3. The Commitments shall take effect upon the Effective Date, provided that if the completion of the Concentration does not subsequently take place, Siemens Healthineers AG shall not be bound by these Commitments.

SECTION A - DEFINITIONS

4. For the purpose of the Commitments, the following terms shall have the following meaning:

Affiliated Undertakings: undertakings controlled by the Siemens Healthineers and/or by the ultimate parents of Siemens Healthineers, whereby the notion of control shall be interpreted pursuant to Article 3 of the Merger Regulation and in light of the Commission Consolidated Jurisdictional Notice under Council Regulation (EC) No 139/2004 on the control of concentrations between undertakings (the "**Consolidated Jurisdictional Notice**").

Anzai: Anzai Medical Co., Ltd.

Anzai Interface: existing interface between Siemens Healthineers' Medical Imaging Solutions and Anzai's MM Imaging Devices composed of a hardware and a software interface.

Certification: a declaration under Article 12 of the Medical Device Directive and/or any certification customarily requested by Customers in relation to Interoperability.

Closing Date: closing date of the Concentration.

Conflict of Interest: any conflict of interest that impairs the Monitoring Trustee' objectivity and independence in discharging its duties under the Commitments.

CT Scanner: computed tomography scanners.

Customer: an entity that owns and/or operates a Siemens Healthineers' Medical Imaging Solution, OIS, TPS and/or MM Imaging Device.

DICOM Data: images and associated objects (including RT objects), each as defined in the Standard, produced and/or processed by Siemens Healthineers' Medical Imaging Solutions, OIS, and TPS that are currently commercially available or that may be developed by Siemens Healthineers in the future, and that are required to fulfil the product's respective intended purpose in the field of radiation therapy.

DICOM Standard or **DICOM**: Digital Imaging and Communications in Medicine standard to transmit, store, retrieve, print, process, and display medical imaging information, including its radiotherapy extension (DICOM RT).

Disclosed by Appropriate Means: communicate the fact that a new Siemens Healthineers' Medical Imaging Solution, OIS or TPS has been developed (including, but not limited to the development of a new product, an updated/upgraded version of an existing product, a new image, a new functionality and/or any other type of new features), either in industry publications, industry events (*e.g.,* industry conferences), relevant DICOM Committee meetings, or directly to third party Vendors of Medical Imaging Solutions, OIS, TPS and MM Imaging Devices and, in any event, no later than completion of product development (i.e. the time of submission of the CE-marking application (if applicable) or UK-equivalent (if applicable)).

End of Support Status: the point in time when the manufacturer ceases to guarantee the availability of parts, maintenance, service or updates, e.g., due to product age, lack of personnel, obsolescence of parts or software components.

Imaging Processing Software: software used to process medical images.

Interoperability: for the purpose of the Commitments, Interoperability means the ability of two or more devices, including hardware and/or software, from the same manufacturer or from different manufacturers to interact reliably and safely in a way that enables each device to fully achieve its intended purpose in the field of radiation therapy, including, but not limited to, by (a) exchanging information and mutually using the information that has been exchanged for the correct execution of a specified function without changing the content and/or format of the data, (b) communicating with each other, and (c) working together as intended.

Medical Imaging Solutions: CT Scanners, PET CT Scanners, MRI Scanners, and Imaging Processing Software, as well as add-on options or features to these products, currently or in the future commercially available whose intended purpose includes to assist in the planning of radiation therapy.

MM Imaging Device: motion management devices used with Medical Imaging Solutions to track and manage a patient's motion while the image is acquired during the radiation therapy simulation.

MM Imaging Device Interface: interface whose intended purpose is to connect a Medical Imaging Solution with an MM Imaging Device composed of a hardware and a software interface.

Monitoring Trustee: one or more natural or legal person(s) who is/are approved by the Commission and appointed by Siemens Healthineers, and who has/have the duty to monitor compliance with the obligations attached to the Decision.

MRI Scanner: magnetic resonance imaging scanners.

OIS: software whose primary intended purpose is to manage and process an oncology department's administrative and clinical patient data for radiation therapy purposes.

Open Interface: existing interface between Siemens Healthineers' Medical Imaging Solutions and MM Imaging Devices of Vendors composed of hardware and a software interface.

Open Interface Documentation: documentation (in electronic and/or written form) with information about the technical specifications of the Open Interface.

PET CT Scanners: positron emission tomography CT scanners.

Required Imaging Information: information in the possession of or otherwise known to Siemens Healthineers required to ensure the Interoperability between Siemens Healthineers' Medical Imaging Solutions and any Vendor's OIS, TPS and/or MM Imaging Devices, including, but not limited to, information on DICOM Data (including necessary information or explanations about such data) as well as information on how Siemens Healthineers interprets or implements the DICOM Standard, each provided in electronic and/or written form.

Required MM Information: information in the possession of or otherwise known to Siemens Healthineers required to ensure Interoperability between Siemens Healthineers' Medical Imaging Solutions and Vendor's MM Imaging Devices in electronic and/or written form.

Required Treatment Information: information in the possession of or otherwise known to Siemens Healthineers required to ensure the Interoperability between Siemens Healthineers' OIS and/or TPS and any Vendor's Medical Imaging Solutions, including, but not limited to, information and explanation on how Siemens Healthineers' OIS and/or TPS consume DICOM Data as well as information on how Siemens Healthineers interprets or implements the DICOM Standard, each provided in electronic and/or written form.

RT: radiation therapy.

RT Equipment: Linear accelerators, Brachytherapy equipment and Proton therapy equipment.

Siemens Healthineers: Siemens Healthineers AG and its affiliated undertakings, including Varian Medical, Inc. and its affiliated undertakings post-transaction.

Timely Manner: without undue delay and, at the latest, within 20 Working Days from receiving a Written Request.

TPS: software whose primary intended purpose is to generate a plan for the delivery of radiation therapy to oncology patients.

Working Days: days as defined in Commission Regulation (EC) No 802/2004 of 21 April 2004 implementing Council Regulation (EC) No 139/2004 on the control of concentrations between undertakings.

Written Request: request made by electronic means to the following email addresses of Siemens Healthineers: DICOM-RT_interop.func@siemens-healthineers.com (for requests under Section B.1 and requests under Section B.3 related to Section B.1) and (for requests under Section B.2 and requests under Section B.3 related to Section B.2). The Written Request must contain sufficient information on the Interoperability issue for Siemens Healthineers to discharge its obligations under these Commitments; Siemens Healthineers shall inform Vendor without undue delay, but no later than 10 Working Days, if this is not the case.

Vendor: third party vendor of the relevant devices (including hardware and software).

SECTION B – COMMITMENTS

B.1 – Medical Imaging Solutions and OIS/TPS

5. Siemens Healthineers shall, in a Timely Manner, upon a Written Request, without charge or other form of consideration, on a non-discriminatory basis, and in English language:

    a. provide to a Vendor of OIS and/or TPS the Required Imaging Information necessary to ensure Interoperability, the testing and Certification of Interoperability, between the requesting Vendor's OIS and/or TPS and Siemens Healthineers' Medical Imaging Solutions; provided, however, with respect to a new product development nothing therein shall require Siemens Healthineers to provide the Required Imaging Information before it has been Disclosed by Appropriate Means; and

    b. provide to a Vendor of Medical Imaging Solutions the Required Treatment Information necessary to ensure Interoperability, the testing and Certification of Interoperability, between the requesting Vendor's Medical Imaging Solutions and Siemens Healthineers' OIS and/or TPS; provided, however, with respect to a new product development nothing therein shall require

Siemens Healthineers to provide the Required Treatment Information before it has been Disclosed by Appropriate Means.

6. In the event of any relevant modifications to the Required Imaging Information and the Required Treatment Information that could have an impact on Interoperability, Siemens Healthineers shall provide updates to the Required Imaging Information and the Required Treatment Information automatically to the Vendors previously provided with any such information without undue delay.

7. Siemens Healthineers shall, upon Written Request, at cost and including a reasonable margin, in a timely fashion and on a non-discriminatory basis, provide reasonable feedback and technical guidance, including for example to facilitate testing and Certification activities, to Vendors of Medical Imaging Solutions and/or OIS and/or TPS that is necessary to ensure Interoperability (i) between Siemens Healthineers' Medical Imaging Solutions and Vendors' OIS and/or TPS and (ii) between Siemens Healthineers' OIS and/or TPS and Vendors' Medical Imaging Solutions.

8. Siemens Healthineers shall refrain from implementing any features or functions to its Medical Imaging Solutions or to the way they interact with Vendors' OIS and/or TPS that are designed to negatively affect the performance and functionalities of Vendors' OIS and/or TPS, or Siemens Healthineers' Medical Imaging Solutions used in combination with such Vendors' OIS and/or TPS, by degrading Interoperability. Siemens Healthineers shall refrain from implementing any features or functions to its OIS and TPS or to the way they interact with Vendors' Medical Imaging Solutions that are designed to negatively affect the performance and functionalities of Vendors' Medical Imaging Solutions, or Siemens Healthineers' OIS and/or TPS used in combination with such Vendors' Medical Imaging Solutions, by degrading Interoperability.

9. Siemens Healthineers (i) shall not impose any restrictions on the Vendors' ability to communicate in accordance with applicable laws on the Interoperability between their OIS and/or TPS and Siemens Healthineers' Medical Imaging Solutions; and (ii) shall refrain from actively communicating on the lack of Interoperability (or potential lack of Interoperability) between Vendors' OIS and/or TPS and Siemens Healthineers' Medical Imaging Solutions unless the lack of Interoperability (or potential lack of Interoperability) can be demonstrated by Siemens Healthineers by means of a reasoned and documented submission to the Monitoring Trustee. For the avoidance of doubt, the above shall not prevent Siemens Healthineers from passively communicating on Interoperability in response to a Customer request in accordance with applicable laws. Nothing therein shall limit Siemens Healthineers' ability to comply with applicable laws, including its regulatory duties as a Medical Device manufacturer.

10. Siemens Healthineers (i) shall not impose any restrictions on the Vendors' ability to communicate in accordance with applicable laws on the Interoperability between

their Medical Imaging Solutions and Siemens Healthineers' OIS and/or TPS; and (ii) shall refrain from actively communicating on the lack of Interoperability (or potential lack of Interoperability) between Vendors' Medical Imaging Solutions and Siemens Healthineers' OIS and/or TPS unless the lack of Interoperability (or potential lack of Interoperability) can be demonstrated by Siemens Healthineers by means of a reasoned and documented submission to the Monitoring Trustee. For the avoidance of doubt, the above shall not prevent Siemens Healthineers from passively communicating on Interoperability in response to a Customer request in accordance with applicable laws. Nothing therein shall limit Siemens Healthineers' ability to comply with applicable laws, including its regulatory duties as a Medical Device manufacturer.

11. Siemens Healthineers shall provide, on a non-discriminatory basis, Customers with support to ensure Interoperability between (i) Vendor's OIS and/or TPS and Siemens Healthineers' Medical Imaging Solutions, or (ii) Vendor's Medical Imaging Solutions and Siemens Healthineers' OIS and/or TPS, at a level, timeline, and on terms that are no less favourable than those provided to Customers that use Siemens Healthineers' Medical Imaging Solutions with Siemens Healthineers' OIS and/or TPS.

12. Siemens Healthineers shall continue to support the DICOM Standard (and its RT extension) in its Medical Imaging Solutions, OIS, and TPS and continue to contribute as a member of the corresponding DICOM and IHE organs, and in particular to participate in the yearly IHE-RO connectathons.

13. Interoperability between (i) Siemens Healthineers' Medical Imaging Solutions and Vendor's OIS and/or TPS and (ii) Siemens Healthineers' OIS and/or TPS and Vendor's Medical Imaging Solutions shall be ensured by support of the DICOM Standard (and its RT extension) to the greatest extent possible. In particular, Siemens Healthineers shall not be required to implement the Commitments under Section B.1. in a way that could prevent conformance of its Medical Imaging Solutions, OIS and/TPS with the DICOM Standard, or with respect to Vendor's Medical Imaging Solutions, TPS, and/or OIS that do not conform to the DICOM Standard.

14. If Siemens Healthineers combines its Medical Imaging Solutions with other products (e.g. OIS or TPS), the Section B.1 provisions and the other relevant provisions of the Commitments would remain applicable to the Medical Imaging Solution functionality of such a combined product.

15. The Section B.1 provisions and the other relevant provisions of the Commitments shall also remain applicable with respect to the Medical Imaging Solution functionality between Siemens Healthineers' Medical Imaging Solutions and Vendors' RT Equipment to the extent that they directly interact.

B.2 – Medical Imaging Solutions and MM Imaging Device

16. Siemens Healthineers shall, on a non-discriminatory basis, maintain, without charge or other form of consideration, and update and upgrade, at cost and including a reasonable margin:

    a. The existing Anzai Interface between Siemens Healthineers' existing and future Medical Imaging Solutions and Anzai's existing and future MM Imaging Devices to achieve Interoperability between them; and

    b. The existing Open Interface between Siemens Healthineers' existing and future Medical Imaging Solutions and Vendor's existing and future MM Imaging Devices to achieve Interoperability between them.

17. The Commitments in Section B.2 shall apply to Siemens Healthineers' Medical Imaging Solutions currently commercially available incorporating the Anzai Interface or Open Interface and to Medical Imaging Solutions interfacing with MM Imaging Device that Siemens Healthineers may market in the future.

18. Siemens Healthineers shall, upon Written Request, free of charge or other consideration, on a non-discriminatory basis, and in English language, provide Open Interface Documentation and/or Required MM Information to Vendors of MM Imaging Devices to enable them to achieve Interoperability between Siemens Healthineers' Medical Imaging Solutions and their MM Imaging Devices. In the event of any relevant modifications to the Open Interface Documentation and/or Required MM Information that could have an impact on Interoperability, Siemens Healthineers shall provide updates to the Open Interface Documentation and/or Required MM Information automatically to the Vendors previously provided with any such information without undue delay.

19. Siemens Healthineers shall, upon Written Request, at cost and including a reasonable margin, without undue delay and on a non-discriminatory basis, cooperate with Vendors of MM Imaging Devices to provide reasonable feedback and technical guidance, including facilitate testing and validation activities, to ensure Interoperability between Siemens Healthineers' Medical Imaging Solutions and their MM Imaging Devices through the Open Interface or the Anzai Interface. This may include reasonable feedback and technical guidance for the purpose of issuing a declaration under Article 12 of the Medical Device Directive.

20. Siemens Healthineers shall refrain from implementing any features or functions to its Medical Imaging Solutions or to the way they interact with Vendors' MM Imaging Devices that is designed to negatively affect the performance and functionalities of Vendors' MM Imaging Devices, or Siemens Healthineers' Medical Imaging Solutions used in combination with such Vendor MM Imaging Devices, by degrading Interoperability.

21. Siemens Healthineers (i) shall not impose any restrictions on the Vendors' ability to communicate in accordance with applicable laws on the Interoperability between their MM Imaging Devices and Siemens Healthineers' Medical Imaging Solutions;

and (ii) shall refrain from actively communicating on the lack of Interoperability (or potential lack of Interoperability) between Vendors' MM Imaging Devices and Siemens Healthineers' Medical Imaging Solutions unless the lack of Interoperability (or potential lack of Interoperability) can be demonstrated by Siemens Healthineers by means of a reasoned and documented submission to the Monitoring Trustee. For the avoidance of doubt, the above shall not prevent Siemens Healthineers from passively communicating on Interoperability in response to a Customer request in accordance with applicable laws. Nothing therein shall limit Siemens Healthineers' ability to comply with applicable laws, including its regulatory duties as a Medical Device manufacturer.

22. Siemens Healthineers shall, upon Written Request, for a reasonable period, and at cost, provide or facilitate access to a Siemens Healthineers' Medical Imaging Solutions or a reasonable facsimile thereof, to enable Vendors of MM Imaging Devices to perform the necessary tests of Interoperability between their MM Imaging Devices and Siemens Healthineers' Medical Imaging Solutions.

23. Siemens Healthineers shall provide, on a non-discriminatory basis, Customers with support to ensure Interoperability between Vendor's MM Imaging Device and Siemens Healthineers' Medical Imaging Solutions at a level, timeline, and on terms that are no less favourable than those provided to Customers that use Siemens Healthineers' Medical Imaging Solutions with Siemens Healthineers' MM Imaging Devices.

B.3 – Common Provisions

24. Nothing in these Commitments shall be interpreted to require Siemens Healthineers to provide confidential information that is not necessary to ensure Interoperability between (i) Vendor's OIS and/or TPS and Siemens Healthineers' Medical Imaging Solutions, or (ii) Vendor's Medical Imaging Solutions and Siemens Healthineers' OIS and/or TPS.

25. These Commitments do not apply to Medical Imaging Solutions, OIS, TPS, and MM Imaging Devices that have reached End of Support Status.

26. Siemens Healthineers shall, upon Written Request, keep all information received from the requesting Vendor in the context of the Commitments in Sections B.1 and B.2 confidential and shall use this information only to discharge its obligations under these Commitments and for no other purpose.

27. Siemens Healthineers may request that a third party receiving information according to the Commitments in Sections B.1 and B.2 be bound by a confidentiality agreement obliging that party to use the information for purposes directly related to the Commitments and for no other purpose. In case of disagreement concerning the terms of the confidentiality agreement, the Commission shall have the power to decide its terms and Siemens Healthineers undertakes that it will enter into such agreement as required by the Commission.

28. Siemens Healthineers shall advertise the email address for Written Requests on its website in an easily visible position and publish a version of the Commitments on its website (any redactions must be approved by the Commission).

29. Nothing in these Commitments shall be interpreted in a way that prevents Siemens Healthineers from developing new products and/or integrated systems, provided that these new products and/or integrated systems retain Interoperability with Vendor's devices and software, in accordance with the provisions of the Commitments in Section B above.

SECTION C – DURATION AND SCOPE

30. The Commitments shall be in force for a period of (10) years from the Closing Date. The Commission may, during the final year of the initial (10) year period, decide to extend the duration of the Commitments for an additional period of up to (5) years if such extension is necessary to address the competition concerns identified in the merger clearance decision to which the Commitments are attached. Before extending the duration of the Commitments, the Commission must afford Siemens Healthineers the possibility to submit its views in writing and orally at least eight weeks prior to taking a position on the necessity of an extension.

31. The Commitments shall apply to Medical Imaging Solutions, TPS, OIS and MM Imaging Devices that have obtained or are in the process of obtaining or have taken steps to obtain a CE mark in the EEA or the UK equivalent or to functions/features of Medical Imaging Solutions, TPS, OIS and MM Imaging Devices products that have obtained or are in the process of obtaining or have taken steps to obtain a CE mark in the EEA or the UK equivalent or that do not require a CE mark to be commercialized in the EEA.

32. If the Concentration is abandoned, unwound or otherwise terminated, the Commitments shall automatically cease to apply.

SECTION D – MONITORING TRUSTEE

D.1 – Appointment

33. Siemens Healthineers shall appoint a Monitoring Trustee to carry out the functions specified in these Commitments for a Monitoring Trustee. Siemens Healthineers commits not to close the Concentration before the appointment of a Monitoring Trustee.

34. The Monitoring Trustee shall:

    a. at the time of appointment, be independent of Siemens Healthineers;

    b. possess the necessary qualifications to carry out its mandate; and

c. neither have nor become exposed to a Conflict of Interest.

35. The Monitoring Trustee shall be remunerated by Siemens Healthineers in a way that does not impede the independent and effective fulfilment of its mandate.

Proposal by Siemens Healthineers

36. No later than (2) weeks after the Effective Date, Siemens Healthineers shall submit the name or names of one or more natural or legal persons whom Siemens Healthineers proposes to appoint as the Monitoring Trustee to the Commission for approval. The proposal shall contain sufficient information for the Commission to verify that the person or persons proposed as Monitoring Trustee fulfil the requirements set out in paragraph 34 and shall include:

    a. the full terms of the proposed mandate, which shall include all provisions necessary to enable the Monitoring Trustee to fulfil its duties under the Commitments; and

    b. the outline of a work plan which describes how the Monitoring Trustee intends to carry out its assigned tasks.

Approval or rejection by the Commission

37. The Commission shall have the discretion to approve or reject the proposed Monitoring Trustee(s) and to approve the proposed mandate subject to any modifications it deems necessary for the Trustee to fulfil its obligations. If only one name is approved, Siemens Healthineers shall appoint or cause to be appointed the person or persons concerned as Monitoring Trustee, in accordance with the mandate approved by the Commission. If more than one name is approved, Siemens Healthineers shall be free to choose the Monitoring Trustee to be appointed from among the names approved. The Monitoring Trustee shall be appointed within one week of the Commission's approval, in accordance with the mandate approved by the Commission.

New proposal by Siemens Healthineers

38. If all the proposed Monitoring Trustees are rejected, Siemens Healthineers shall submit the names of at least two more natural or legal persons within one week of being informed of the rejection, in accordance with paragraphs 33 and 37 of the Commitments.

Monitoring Trustee nominated by the Commission

39. If all further proposed Monitoring Trustees are rejected by the Commission, the Commission shall nominate a Monitoring Trustee, whom Siemens Healthineers shall appoint, or cause to be appointed, in accordance with a trustee mandate approved by the Commission.

D.2 – Functions of the Monitoring Trustee

40. The Monitoring Trustee shall assume its specified duties and obligations in order to ensure compliance with the Commitments. The Commission may, on its own initiative or at the request of the Monitoring Trustee or Siemens Healthineers, give any orders or instructions to the Monitoring Trustee in order to ensure compliance with the conditions and obligations attached to the Decision.

Duties and obligations of the Monitoring Trustee

41. The Monitoring Trustee shall:

a. Propose in its first report to the Commission a detailed work plan describing how it intends to monitor compliance with the obligations and conditions attached to the Decision;

b. Monitor compliance by Siemens Healthineers with the conditions and obligations attached to the Decision;

c. Propose to Siemens Healthineers such measures as the Monitoring Trustee considers necessary to ensure Siemens Healthineers' compliance with the conditions and obligations attached to the Decision;

d. Act as a contact point for any requests by third parties, in relation to the Commitments;

e. Subject to the fast track dispute resolution mechanism provided for in Section E below, broker a resolution of any dispute that would arise between Siemens Healthineers and a Vendor of a Medical Imaging Solution, OIS, TPS, or MM Imaging Device regarding compliance with the conditions and obligations set out in Section B if Siemens Healthineers and the Vendor are unable to resolve the dispute within a period of thirty (30) working days from the date Siemens Healthineers is contacted in writing regarding the dispute;

f. Provide to the Commission, sending Siemens Healthineers a non-confidential copy at the same time, a written report within (15) Working Days after the end of every quarter from the Effective Date during the term of the Commitments, so that the Commission can assess whether the Commitments are being correctly implemented. The Commission can amend the frequency of these reports after consulting with the Monitoring Trustee;

g. Promptly report in writing to the Commission, sending Siemens Healthineers a non-confidential copy at the same time, if it concludes on reasonable grounds that Siemens Healthineers is failing to comply with the Commitments; and

h. Assume the other functions assigned to the Monitoring Trustee under the conditions and obligations attached to the Decision.

D.3 – Duties and Obligations of Siemens Healthineers

42. Siemens Healthineers shall provide and shall cause its advisors to provide the Monitoring Trustee with all such cooperation, assistance and information as the Monitoring Trustee may reasonably require to perform its tasks. The Monitoring Trustee shall have full and complete access to Siemens Healthineers' books, records, documents, management or other personnel, facilities, sites and technical information necessary for fulfilling its duties under the Commitments and Siemens Healthineers shall provide the Monitoring Trustee, upon request and without undue delay, with copies of any document. Siemens Healthineers shall be promptly available for meetings in order to provide the Monitoring Trustee with all information necessary for the performance of its tasks.

43. In carrying out its mandate, the Monitoring Trustee shall have due regard for Siemens Healthineers' legitimate interests in avoiding unjustified burden and interference in Siemens Healthineers' business operations, subject to Siemens Healthineers' unconditional obligation to comply with the Commitments.

44. Siemens Healthineers shall indemnify the Monitoring Trustee and its employees and agents (each an "**Indemnified Party**") and hold each Indemnified Party harmless against, and hereby agrees that an Indemnified Party shall have no liability to Siemens Healthineers for, any liabilities arising out of the performance of the Monitoring Trustee's duties under the Commitments, except to the extent that such liabilities result from the willful default, recklessness, gross negligence or bad faith of the Monitoring Trustee, its employees, agents or advisors.

45. At the expense of Siemens Healthineers, the Trustee may appoint advisors (in particular a legal advisor or an expert in medical imaging and RT), subject to Siemens Healthineers' approval (this approval not to be unreasonably withheld or delayed) if the appointment of such advisors is necessary or appropriate for the performance of the Monitoring Trustee's duties and obligations under the mandate, provided that any fees and other expenses incurred by the Monitoring Trustee are reasonable. Should Siemens Healthineers refuse to approve the advisors proposed by the Monitoring Trustee, the Commission may approve the appointment of such advisors instead if the requirements above are met, after having heard Siemens Healthineers. Only the Monitoring Trustee shall be entitled to issue instructions to the advisors. Paragraph 44 of these Commitments shall apply *mutatis mutandis*.

46. Siemens Healthineers agrees that the Commission may share confidential information proprietary to Siemens Healthineers with the Monitoring Trustee. The Trustee shall not disclose such information and the principles contained in Articles 17(1) and (2) of the Merger Regulation apply *mutatis mutandis*.

47. Siemens Healthineers agrees that the contact details of the Monitoring Trustee are published on the website of the Commission's Directorate-General for Competition and shall inform interested third parties of the identity and the tasks of the Monitoring Trustee.

48. For the duration of the Commitments, the Commission may request all information from Siemens Healthineers that is reasonably necessary to monitor the effective implementation of these Commitments.

D.4 – Replacement, discharge and reappointment of the Monitoring Trustee

49. If the Monitoring Trustee ceases to perform its functions under the Commitment or for any other good cause, including the exposure of the Monitoring Trustee to a Conflict of Interest:

    a. the Commission may, after hearing the Monitoring Trustee and Siemens Healthineers, require Siemens Healthineers to replace the Monitoring Trustee; or

    b. Siemens Healthineers may, with the prior approval of the Commission, replace the Monitoring Trustee.

50. If the Trustee is removed according to paragraph 49 of the Commitments, the Monitoring Trustee may be required to continue in its function until a new Monitoring Trustee is in place to whom the Monitoring Trustee has effected a full hand over of all relevant information. The new Monitoring Trustee shall be appointed in accordance with the procedure referred to in paragraphs 33-39 of the Commitments.

51. Unless removed according to paragraph 49 of the Commitments, the Monitoring Trustee shall cease to act as Monitoring Trustee only after the Commission has discharged it from its duties after all the Commitments with which the Monitoring Trustee has been entrusted have been implemented. However, the Commission may at any time require the reappointment of the Monitoring Trustee if it subsequently appears that the relevant remedies might not have been fully and properly implemented.

SECTION E – FAST TRACK DISPUTE RESOLUTION

52. In the event that a Vendor of a Medical Imaging Solution, OIS, TPS, or MM Imaging Device, showing a sufficient legitimate interest (the "**Requesting Party**"), claims that Siemens Healthineers is failing to comply with its obligations arising from these Commitments, the fast track dispute resolution procedure as described herein shall apply.

53. The Requesting Party shall notify Siemens Healthineers and the Monitoring Trustee of its request and specify the reasons why it believes that Siemens Healthineers is

failing to comply with the Commitments. The Requesting Party and Siemens Healthineers shall use their best efforts to resolve all differences of opinion and to settle all disputes that may arise through co-operation and consultation within a reasonable period of time not to exceed (15) Working Days after receipt of the request (such period being extendable by mutual consent of Siemens Healthineers and the Requesting Party).

54. The Monitoring Trustee shall present its own proposal for resolving the dispute within eight working days to Siemens Healthineers, the Requesting Party and the Commission, specifying in writing the action, if any, to be taken by Siemens Healthineers in order to ensure compliance with the Commitments vis-à-vis the Requesting Party, and be prepared, if requested, to facilitate the settlement of the dispute.

55. Should Siemens Healthineers and the Requesting Party fail to resolve their differences of opinion through cooperation and consultation, the Requesting Party may initiate the arbitration process described below. The arbitration process shall be used only to resolve disputes regarding compliance with the Commitments.

56. To initiate the arbitration process, the Requesting Party shall serve a notice (the "**Notice**"), in the sense of a request for arbitration, to the International Chamber of Commerce ("**ICC**", hereinafter the "**Arbitral Institution**"), with a copy of such Notice and request for arbitration to Siemens Healthineers.

57. The Notice shall set out in detail the dispute, difference or claim (the "**Dispute**") and shall contain, inter alia, all issues of both fact and law, including any suggestions as to the procedure, and all documents relied upon shall be attached, e.g. documents, agreements, expert reports, and witness statements. The Notice shall also contain a detailed description of what is required of Siemens Healthineers and the Monitoring Trustee Proposal, including a comment as to its appropriateness.

58. Siemens Healthineers shall, within (20) Working Days from receipt of the Notice, submit its response (the "**Response**"). The Response shall provide detailed reasons for its conduct and set out, inter alia, all issues of both fact and law, including any suggestions as to the procedure, and all documents relied upon, e.g. documents, agreements, expert reports, and witness statements. The Response shall, if appropriate, contain a detailed description of the action that Siemens Healthineers proposes to undertake vis-à-vis the Requesting Party.

Appointment of the Arbitrators

59. The Arbitral Tribunal shall consist of three persons. The Requesting Party shall nominate its arbitrator in the Notice; Siemens Healthineers shall nominate its arbitrator in the Response. The arbitrator nominated by the Requesting Party and by Siemens Healthineers shall, within (5) Working Days of the nomination of the latter, nominate the chairman, making such nomination known to the Requesting Party and

Siemens Healthineers and the Arbitral Institution, which shall confirm the appointment of all three arbitrators.

60. Should the Requesting Party wish to have the Dispute decided by a sole arbitrator it shall indicate this in the Notice. In this case, the Requesting Party and Siemens Healthineers shall agree on the nomination of a sole arbitrator within (5) Working Days from the communication of the Response, communicating this to the Arbitral Institution.

61. Should Siemens Healthineers fail to nominate an arbitrator, or if the two arbitrators fail to agree on the chairman, or should the Requesting Party and/or Siemens Healthineers fail to agree on a sole arbitrator, the default appointment(s) shall be made by the Arbitral Institution.

62. The three-person arbitral tribunal or, as the case may be, the sole arbitrator, are herein referred to as the "**Arbitral Tribunal**".

Arbitration Procedure

63. The Dispute shall be finally resolved by arbitration under the ICC Rules of Arbitration, with such modifications or adaptations as foreseen herein or necessary under the circumstances (the "**Rules**"). The arbitration shall be conducted in Zurich, Switzerland, in the English language. For good cause, any Party may apply to the Arbitral Institution (or Arbitral Tribunal as may be appropriate) for an extension of the timelines provided below.

64. The procedure shall be a fast-track procedure. For this purpose, the Arbitral Tribunal shall shorten all applicable procedural time-limits under the Rules as far as appropriate in the circumstances. The Requesting Party and Siemens Healthineers (hereinafter each a "**Party**" and together the "**Parties**") shall consent to the use of e-mail for the exchange of documents.

65. The Arbitral Tribunal shall, as soon as practical after the confirmation of the Arbitral Tribunal, hold an organisational conference to discuss any procedural issues with the Parties to the arbitration. Terms of reference shall be drawn up and signed by the Parties to the arbitration and the Arbitral Tribunal at the organisational meeting or thereafter and a procedural timetable shall be established by the Arbitral Tribunal. An oral hearing shall, as a rule, be established within (2) months of the confirmation of the Arbitral Tribunal.

66. In order to enable the Arbitral Tribunal to reach a decision, it shall be entitled to request any relevant information from the Parties to the Arbitration, to appoint experts and to examine them at the hearing, and to establish the facts by all appropriate means. Any order for the production or disclosure of documents shall be limited to the documents on which each Party specifically relies in its submission(s). The Arbitral Tribunal is also entitled to ask for assistance by the Monitoring Trustee

in all stages of the procedure if the Requesting Party and/or Siemens Healthineers agree.

67. The arbitrators shall not disclose confidential information and shall apply the legal standards covering the treatment of confidential information under the Merger Regulation and the Treaty of the Functioning of the European Union. The Arbitral Tribunal may take the measures necessary for protecting confidential information in particular by restricting access to confidential information to the Arbitral Tribunal, Monitoring Trustee and outside counsel and experts of the opposing party.

68. The burden of proof in any dispute governed under the Rules shall be borne as follows: (i) the Requesting Party must produce evidence of a prima facie case; (ii) if the Requesting Party does so, the Arbitral Tribunal must find in favour of the Requesting Party unless Siemens Healthineers can produce sufficient evidence to the contrary.

Involvement of the Commission

69. The Commission shall be allowed and enabled to participate in all stages of the procedure by:

    a. receiving all written submissions (including documents and reports, etc.) made by the Parties to the arbitration;

    b. receiving all orders, interim and final awards and other documents exchanged by the Arbitral Tribunal with the Parties to the arbitration (including the terms of reference and procedural timetable);

    c. filing any Commission *amicus curiae* briefs; and

    d. being present at the hearing(s) and being allowed to ask questions to Parties, witnesses and experts.

70. The Arbitral Tribunal shall forward, or shall order the Parties to the arbitration to forward, the documents mentioned to the Commission without delay.

71. In the event of disagreement between the Parties to the arbitration regarding the interpretation of the Commitments, the Arbitral Tribunal shall inform the Commission and may seek the Commission's interpretation of the Commitments before finding in favour of any Party to the arbitration and shall be bound by the interpretation.

Decisions of the Arbitral Tribunal

72. The Arbitral Tribunal shall decide the dispute on the basis of the Commitments and the Decision. The Commitments shall be construed in accordance with the Merger Regulation, EU law and general principles of law common to the legal orders of the

Member States without a requirement to apply a particular national system. The Arbitral Tribunal shall take all decisions by majority vote.

73. Upon the request of the Requesting Party, the Arbitral Tribunal may make a preliminary ruling on the Dispute. The preliminary ruling shall be rendered within one month after the confirmation of the Arbitral Tribunal, shall be applicable immediately and, as a rule, remain in force until a final decision is rendered.

74. The Arbitral Tribunal shall, in the preliminary ruling as well as in the final award, specify the action, if any, to be taken by Siemens Healthineers in order to comply with the Commitments vis-à-vis the Requesting Party.

75. The final award shall be final and binding on the Parties to the arbitration and shall resolve the dispute and determine any and all claims, motions or requests submitted to the Arbitral Tribunal. The arbitral award shall also determine the reimbursement of the costs of the successful party and the allocation of the arbitration costs. In case of granting a preliminary ruling or if otherwise appropriate, the Arbitral Tribunal shall specify that terms and conditions determined in the final award apply retroactively.

76. The final award shall, as a rule, be rendered within (6) months after the confirmation of the Arbitral Tribunal. The timeframe shall, in any case, be extended by the time the Commission takes to submit an interpretation of the Commitments if asked by the Arbitral Tribunal.

77. The Parties to the arbitration shall prepare a non-confidential version of the final award, without business secrets. The Commission may publish the non-confidential version of the award.

78. Nothing in the above-described arbitration procedure shall affect the powers of the Commission to take decisions in relation to the Commitments in accordance with its powers under the Merger Regulation and the Treaty on the Functioning of the European Union.

SECTION F – REVIEW CLAUSE

79. The Commission may, where appropriate, in response to a reasoned request from Siemens Healthineers showing good cause, waive, modify or substitute, in exceptional circumstances, one or more of the undertakings in the Commitments. This request shall be accompanied by a report from the Monitoring Trustee, who shall, at the same time, send a non-confidential copy of the report to Siemens Healthineers. The request shall not have the effect of suspending the application of the undertaking and, in particular, of suspending the expiry of any time period in which the undertaking has to be complied with.