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**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company Number **12396621**

The Registrar of Companies for England and Wales, hereby certifies that

**CYBER SECURITY EVALUATIONS LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **10th January 2020**



\* N12396621H \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **10/01/2020**

**X8WD67NT**

*Company Name in full:*

**CYBER SECURITY EVALUATIONS LIMITED**

*Company Type:*

**Private company limited by shares**

*Situation of Registered Office:*

**England and Wales**

*Proposed Registered Office Address:*

**ENDEAVOUR HOUSE UNIT 3 BANBURY OFFICE VILLAGE  
NORAL WAY  
BANBURY  
OXFORDSHIRE  
UNITED KINGDOM OX16 2SB**

*Sic Codes:*

**61900**

*I wish to entirely adopt the following model articles:*

**Private (Ltd by Shares)**

## ***Proposed Officers***

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### ***Company Director***      ***1***

***Type:***                      **Person**

***Full Forename(s):***        **XIAOWEN**

***Surname:***                **YE**

***Former Names:***

***Service Address:***        **recorded as Company's registered office**

***Country/State Usually***    **GERMANY**

***Resident:***

***Date of Birth:***    **\*\*/04/1981**                      ***Nationality:***    **CHINESE**

***Occupation:***    **DIRECTOR**

***The subscribers confirm that the person named has consented to act as a director.***



## ***Statement of Capital (Share Capital)***

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<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>7000000</b>
<i>Currency:</i>	<b>GBP</b>	<i>Aggregate nominal value:</i>	<b>7000000</b>
<i>Prescribed particulars</i>			

### **FULL RIGHTS REGARDING VOTING, PAYMENT OF DIVIDENDS AND DISTRIBUTIONS**

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#### **Statement of Capital (Totals)**

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<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>7000000</b>
		<i>Total aggregate nominal value:</i>	<b>7000000</b>
		<i>Total aggregate unpaid:</i>	<b>0</b>

## ***Initial Shareholdings***

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*Name:* **HUAWEI TECHNOLOGIES  
(NETHERLANDS) B.V.**

*Class of Shares:* **ORDINARY**

*Address* **36 HERIKERBERGWEG  
AMSTERDAM  
NETHERLANDS  
1101CM**

*Number of shares:* **7000000**

*Currency:* **GBP**

*Nominal value of each  
share:* **1**

*Amount unpaid:* **0**

*Amount paid:* **1**

## ***Persons with Significant Control (PSC)***

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### **Statement of no PSC**

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**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

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## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* **HUAWEI TECHNOLOGIES (NETHERLANDS) B.V.**  
*Authenticated* **YES**

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## ***Authorisation***

*Authoriser Designation:* **subscriber** *Authenticated* **YES**

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# COMPANY HAVING A SHARE CAPITAL

## Memorandum of association of CYBER SECURITY EVALUATIONS LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
Huawei Technologies (Netherlands) B.V.	Authenticated Electronically

Dated: 10/01/2020

**THE COMPANIES ACT 2006**  
**A PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**Of**  
**CYBER SECURITY EVALUATIONS LIMITED**  
**(Adopted on 9 January 2020)**

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**THE COMPANIES ACT 2006**  
**A PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**Of**

**CYBER SECURITY EVALUATIONS LIMITED** (the “Company”)  
(Adopted on 9 January 2020)

**1. PRELIMINARY**

**1.1** These articles, together with the articles in Schedule One of The Companies (Model Articles) Regulations 2008 (“Model Articles”) shall be the Articles of Association of the Company (the “Articles”), save insofar as the Model Articles are excluded or varied hereby.

**1.2** The following articles in the Model Articles shall not apply to the Company:

- (a) 7(1) (Directors to take decisions collectively),
- (b) 8 (Unanimous decision),
- (c) 9(3) and (4) (Calling a Directors’ meeting),
- (d) 10(1) and 10(2) (*Participation in Directors’ meetings*),
- (e) 11 (Quorum for *Directors’ meetings*),
- (f) 13 (Casting vote),
- (g) 14 (Conflicts of interest),
- (h) 21 (All shares to be fully paid up),
- (i) 45(1)(d) (Content of proxy notices) and;
- (j) 52 (Indemnity).

**1.3** In these Articles, terms defined in the Model Articles which are not otherwise defined in these Articles shall have the same meaning in these Articles as the Model Articles, unless the contrary intention appears.

**1.4** In these Articles, unless the context otherwise requires:

“**CA2006**” means the Companies Act 2006.

“**Statutes**” means the CA2006 and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the CA2006.

**“Associated Company”** means a company or other body corporate which is (or where the context admits, was at any relevant time) associated with the Company for the purposes of section 256 of CA2006.

**“Holding Company”** means Huawei Technologies (Netherlands) B.V., registered in the Netherlands Chamber of Commerce with company code 34219858, and registered address at Herikerbergweg 36, 1101CM, Amsterdam, the Netherlands, at the time of incorporation of the Company.

**“Huawei Group”** means the Holding Company and any company or corporation in respect of which the Holding Company’s ultimate holding company owns (directly or indirectly) more than 50% of the ownership interests.

**“Executive Director”** means a person who is an officer or employee of the Company or any other company in the Huawei Group who is appointed a Director of the Company under clause 10.1.

**“Independent Director”** means any person who is not an officer or employee of the Company or any other company in the Huawei Group who is appointed a Director under clause 10.1.

**“Director”** shall mean both Executive Director and Independent Director.

**“electronic form”** has the meaning given to it in section 1168(3) of the CA2006:(a) by electronic means (for example, by e-mail or fax), or  
(b) by any other means while in an electronic form (for example, sending a disk by post).

**“electronic means”** has the meaning given to it in section 1168(4) of the CA2006:  
(a) sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data, and;  
(b) entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means.

**“hard copy form”** has the meaning given to it in section 1168(2) of the CA2006: sent or supplied in a paper copy or similar form capable of being read.

**“clear days”** means, in relation to the period of a notice or other communication, that period excluding the day on which the notice or other communication is given and the day on which it is to take effect.

**“business day”** means a day (except a Saturday or Sunday) on which banks in the City of London are open for business.

**“appropriate rate”** has the meaning given in to it in section 592 of CA2006:  
“appropriate rate” of interest is 5% per annum or such other rate as may be specified by order made by the Secretary of State.

**“equity securities”** has the meaning given to it in section 560(1) of the CA2006:  
(a) ordinary shares in the company, or  
(b) rights to subscribe for, or to convert securities into, ordinary shares in the company;

**1.5** Unless expressly provided otherwise, a reference to a specific statute or statutory provision includes a reference to:

- (a) any statutory modification, consolidation or re-enactment of it to the extent in force from time to time,
- (b) all statutory instruments or subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) or orders from time to time made under it, and
- (c) any statute or statutory provision of which it is a modification, consolidation or re-enactment.

**1.6** Any reference to:

- (a) a person includes a legal or natural person, partnership, trust, company, government, or local authority department or other body (whether a corporation or incorporation),
- (b) an individual includes, where appropriate, his personal representatives,
- (c) the singular includes the plural and vice versa; and
- (d) one gender includes all genders.

**1.7** Headings to these Articles are inserted for convenience only and shall not affect their construction.

**1.8** Unless expressly provided otherwise, any words and expressions defined in the Statutes (as in force on the date of adoption of these Articles) shall have the same meanings in these Articles.

**1.9** The Company is a private company limited by shares and accordingly, subject to the Statutes, no securities of the Company shall be offered to the public (whether for cash or otherwise) and no allotment or agreement to allot (whether for cash or

otherwise) shall be made of any securities of the Company with a view to all or any of those securities being offered to the public.

## **2. OBJECTS**

- 2.1** The purpose of the Company is to fulfil a set of arrangements agreed between Huawei and Her Majesty's Government to provide cyber security assurance and evaluation in relation to the involvement of Huawei in parts of the UK's critical national infrastructure.
- 2.2** The scope of business of the Company would be exclusively for the operation of the cyber security evaluation centre, which provides security evaluation for a range of Huawei products used in the UK market.

## **3. SHARES**

- 3.1** Sections 561 and 562 of the CA2006 shall not apply to the allotment of equity securities in the Company.
- 3.2** Shares may be issued as nil paid, partly paid or fully paid.
- 3.3** Article 24(2)(c) of the Model Articles shall be amended by the deletion of the words "that the shares are fully paid up" and the insertion of the words "the extent to which the shares are paid up".
- 3.4** The Company may purchase its own shares with cash in accordance with and subject to section 692(1) of the CA2006.

## **4. LIENS**

- 4.1** The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of any member whether solely or one of two or more joint holders for all monies presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of Article 4 (Liens). The Company's lien, if any, on a share shall extend to all distributions and other monies or property attributable to it.
- 4.2** The Company may sell in such a manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the shares or to a transmittee, demanding payment and stating that if the notice is

not complied with the shares may be sold.

- 4.3** To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase monies and the title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings connected with the sale.
- 4.4** The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any monies not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

## **5. CAPITALISATION OF PROFITS**

Article 36(4) of the Model Articles shall be amended by inserting the phrase “in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or” after the words, “may be applied”.

## **6. DIVIDENDS**

- 6.1** Except as otherwise provided by these Articles or the rights attached to shares, all dividends must be;
- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
  - (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 6.2** If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 6.3** For the purposes of calculating the dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

## **7. DEPOSIT OF PROXY**

- 7.1** A proxy notice shall be delivered to the Company in electronic or hard copy form not less than 24 hours before the time appointed for holding the meeting or the adjourned meeting to which it relates.
- 7.2** A proxy notice which is not delivered in accordance with clause 7.1 shall be invalid.



## **8. DIRECTORS**

### **Quorum for Directors' meetings**

- 8.1** The quorum for a Directors' meeting shall be at least two. A quorum will not be present unless at least half of the Directors present are Executive Directors. A person who holds office only as an alternate Director shall, if he is present but his appointer is not, be counted in the quorum for the meeting of Directors.

### **Directors' interests and voting**

- 8.2** A Director who declares his interest in the manner provided by the CA2006 may vote as a Director in regards to any transaction or arrangement with the Company in which he is interested, directly or indirectly (including, but without prejudice to the generality of the foregoing, any contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy in which he is in any way interested) or upon any matter arising in relation to it and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum when any such transaction or arrangement is under consideration.

### **Decision making by the Directors**

- 8.3** A decision of the Directors may be taken either by majority decision at a meeting of the Directors, or of a duly appointed committee of the Directors, or by a Director's written resolution in accordance with clause 8.5.
- 8.4** Subject to these Articles, any decision taken by a majority must include at least two Executive Directors. In case of an equality of votes, the Chairman shall have a second casting vote.
- 8.5** A resolution in writing signed by all the Directors entitled to notice of a meeting of the Directors or (as the case may be) of a committee of Directors and who are entitled to attend such meeting and vote on such resolution shall be valid and effective as if it had been passed at a meeting of the Directors or (as the case may be) of a committee of Directors duly called and constituted provided that the number of Directors signing the resolution is not less than the number of Directors required for a quorum necessary for the transaction of the business of the board or (as the case may be) a committee of Directors. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the Directors concerned. For the purpose of this Article 8 (Directors) a resolution:
- (a) may be constituted by means of an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and

(b) may consist of several instruments each executed by one or more Directors, each sent by one of more Directors, or a combination of both and a resolution that is executed by an alternate Director need not also be executed by his appointer.

- 8.6** Subject to the provisions of these Articles, the Directors may regulate their proceedings as they see fit.

### **Calling a Directors' Meeting**

- 8.7** Notice of a board meeting shall be given to each Director (including a Director absent or intending to be absent from the UK) and shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in hard copy form to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given to him to the Company for this purpose. A Director may waive notice of any meeting either prospectively or retrospectively.
- 8.8** Directors or, if appropriate, their alternates may participate in or hold a meeting of Directors or of a committee of Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can communicate to the others any information or opinions they have on any particular item of business of the meeting. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the Directors or (as the case may be) of a committee of the Directors duly convened and held with such Directors physically present.

### **Termination of a Director's Appointment**

- 8.9** In addition to the events terminating a Director's appointment set out in article 18 of the Model Articles, a person ceases to be a Director as soon as that person has for more than six consecutive months been absent without permission of the Directors from meetings of the Directors held during that period and the Directors make a decision to vacate that person's office.

## **9. ALTERNATE DIRECTORS**

- 9.1** Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate director and may remove from office an alternate Director so appointed by him. An alternate director may exercise the powers and carry out the responsibilities in relation to the taking of decisions by the Directors, in the absence of his appointer.

- 9.2** Any appointment or removal of an alternate Director shall be by notice in writing signed by the appointer or in any other manner approved by the Directors and shall be effective upon receipt by the Company Secretary or the Chairman.
- 9.3** An alternate Director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of which the Director appointing him is a member, to attend and vote at any such meeting at which the Director is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointer as a Director and for the purposes of the proceedings at the meeting the provisions of these Articles shall apply as if he were a Director.
- 9.4** Every person acting as an alternate Director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults. The provisions of Article 13.1 and Article 13.2 shall apply to an alternate Director to the same extent as to a Director but an alternate director shall not be entitled to receive from the Company any remuneration for serving as an alternate director.
- 9.5** Every person acting as an alternate Director shall have one vote for each Director for whom he acts as an alternate, in addition to his own vote if he is also a Director, but he shall count as only one for the purposes of determining whether a quorum is present.
- 9.6** Any person appointed as an alternate Director shall vacate his office as alternate Director if the Director whom he has been appointed by vacates his office as Director (otherwise than by retirement at a general meeting of the Company at which he is re-elected) or removes him by notice to the Company or on the happening of any event which, if he is or were a Director, causes or would cause him to vacate that office.

## **10. HOLDING COMPANY POWERS**

- 10.1** For so long as the Holding Company or the Huawei Group shall be the holder of not less than 90% of the issued ordinary shares of the Company, the following provisions shall apply and to the extent of any inconsistency shall have overriding effect as against all other provisions of these Articles:
- (a) the Holding Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed but so that his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company,

- (b) any or all powers of the Directors shall be restricted in such respects and to such extent as the Holding Company may by written notice to the Company from time to time prescribe; and
- (c) no new shares shall be issued or agreed to be issued or put under option without the consent of the Holding Company.

Any such appointment, removal, consent or notice shall be effected by an instrument in writing on behalf of the Holding Company by any two of its directors or by any one of its directors and its company secretary and shall take effect upon receipt by the Secretary or the Chairman of the Company or at the registered office of the Company.

## **11. SECRETARY**

Subject to the provisions of the CA2006, the secretary, if any, shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit and any secretary may be removed by the Directors.

## **12. NOTICES**

- 12.1** A notice or any other document or information which is sent by the Company by post (whether in hard copy or electronic form) shall be deemed to have been given or sent on the business day after the day when it was put in the post (or, where second-class post is employed, on the second business day after the day when it was put in the post). Proof that an envelope containing the notice or other document or information was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document or information was given or sent.
- 12.2** Any notice or other document or information not sent by post but left at a registered address or address for service in the United Kingdom shall be deemed to have been served on the day on which it was left.
- 12.3** A notice or other document or information which is sent by the Company by electronic means and which the Company is able to show was properly addressed shall be deemed to have been given or sent on the day on which it was so sent. A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 12.4** If on two consecutive occasions the Company has attempted to send or supply notices or other documents or information by electronic means to an address for the time being notified to the Company by a member for that purpose but the Company is aware that there has been a failure of delivery of such notice or other document or

information, then the Company shall thereafter send or supply the notice or other document or information through the post to such member at his registered address. For this purpose a failure of delivery is when a notice or other document or information sent by electronic means is returned undelivered to the Company or its agent with a message stating that delivery was unsuccessful from the address to which it was sent.

- 12.5** A notice or other document or information which is supplied by the Company by means of a website shall be deemed to have been given or sent when it was first made available on the website or, if later, when the recipient was given or was deemed to have been given notice of the fact that the relevant notice, document or information was available on the website.

### **13. COMMUNICATIONS WITH A JOINT HOLDER OF A SHARE**

- 13.1** In the case of joint holders of a share, the Company shall treat as the only member entitled to receive notices or other documents or information from the Company in respect of the joint holding (whether such documents or information are required to be sent or supplied by the Statutes or otherwise) the joint holder whose name appears first in the register in respect of the joint holding
- 13.2** Anything to be agreed or specified by the holder of a share which is held in joint names must be agreed or specified by the holder whose name appears first in the register in respect of the joint holding and the other joint holder or holders shall be deemed to be bound thereby.

### **14. INDEMNITY AND INSURANCE**

- 14.1** Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, each current Director or other officer (other than an auditor) of the Company may be indemnified out of the assets of the Company against:

(a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current Director,

(i) any liability to the Company or any Associated Company; and

(ii) any liability of the kind referred to in section 234(3) of the CA2006,

(b) any liability incurred by or attaching to him in connection with the activities of the Company or any Associated Company in its capacity as a trustee of an occupational pension scheme (defined in section 235(6) of CA2006) other than a liability of the kind referred to in section 235(3) of the CA2006; and

- (c) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/ or the exercise or purposed exercise of his powers.

For the purpose of this Article 14 (Indemnity and Insurance), references to “liability” shall include all costs and expenses incurred by the current Director or other officer (other than an auditor) in relation thereto.

**14.2** Article 53(2)(a) of the Model Articles shall be amended by the deletion of the words “or former director” and “or an associated company”.