

FILE COPY



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

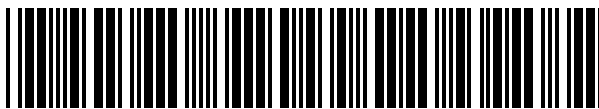
Company Number **13758031**

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

AAREON SMB HUB UK 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 **22nd November 2021**



N13758031F



Companies House



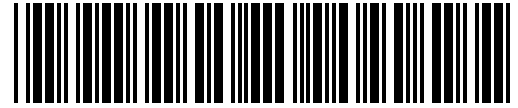
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **22/11/2021**

XAHU3RI0

Company Name in full: **AAREON SMB HUB UK LIMITED**

Company Type: **Private company limited by shares**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **BUILDING 500 ABBEY PARK STARETON
KENILWORTH
WARWICKSHIRE
UNITED KINGDOM CV8 2LY**

Sic Codes: **62012**

Proposed Officers

Company Director 1

Type: **Person**
Full Forename(s): **DR IMAD YANN**
Surname: **ABDALLAH**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **FRANCE**

Date of Birth: ****/11/1969** *Nationality:* **FRENCH**
Occupation: **CFO**

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

Company Director 2

Type: **Person**
Full Forename(s): **DR ANDRE**
Surname: **RASQUIN**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **GERMANY**

Date of Birth: ****/08/1961** *Nationality:* **GERMAN**
Occupation: **COO**

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

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	1000
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	10000
<i>Prescribed particulars</i>			

EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCES. EACH SHARE IS ENTITLED PARI PASSU TO DIVIDEND PAYMENTS OR ANY OTHER DISTRIBUTION. EACH SHARE IS ENTITLED PARI PASSU TO PARTICIPATE IN A DISTRIBUTION ARISING FROM A WINDING UP OF THE COMPANY. THE SHARES ARE NOT REDEEMABLE.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	1000
		<i>Total aggregate nominal value:</i>	10000
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **AAREON AG**

Address **ISAAC-FULDA ALLEE 6
55124 MAINZ
GERMANY**

Class of Shares: **ORDINARY**

Number of shares: **1000**

Currency: **GBP**

*Nominal value of each
share:* **10**

Amount unpaid: **0**

Amount paid: **10**

Persons with Significant Control (PSC)

Statement of no PSC

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

Statement of Compliance

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

Name: **AAREON AG**
Authenticated **YES**

Authorisation

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

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of AAREON SMB HUB UK 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
AAREON AG	Authenticated Electronically

Dated: 22/11/2021

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
AAREON SMB HUB UK LIMITED

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
AAREON SMB HUB UK LIMITED
(THE COMPANY)

§ 1

Interpretation

1.1 In these Articles, unless the context otherwise requires:

"Aareon Group" means the group of companies of which comprise the Company, its holding company, any subsidiary company of the Company and any other body corporate which is a subsidiary company of the Company's holding company;

"Act" means the Companies Act 2006;

"Articles" means the Company's articles of association for the time being in force;

"business day" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

"Conflict" has the meaning given in article 12.3;

"eligible director" means a Managing Director who would be entitled to vote on the matter at a meeting of Managing Directors (but excluding any Managing Director whose vote is not to be counted in respect of the particular matter);

"Interested Director" has the meaning given in article 12.1;

"Managing Directors" means executive directors of the Company as appointed by the Shareholders;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles;

"relevant officer" has the meaning given in article 23.3.2 or article 24.2.1 (as applicable); and

"relevant loss" has the meaning given in article 24.2.2;

"Shareholder Meeting" means a meeting of the Shareholders of the Company;

"Shareholders" means the shareholders of the Company at any given time, as provided in the register of members of the Company;

1.1.1 **"Shares"** has the meaning given in article 6.1; and

1.1.2 **"Written Protocol"** has the meaning given in article 17.4.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.5.1 any subordinate legislation from time to time made under it; and

1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 References to "subsidiary undertaking" and "parent undertaking" in these Articles shall have the meaning given to them in section 1162 of the Act.

1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.9 Articles 11(2) and (3), 14(1), (2), (3) and (4), 17, 19(5), 26(5), 38, 52 and 53 of the Model Articles shall not apply to the Company.

1.10 In Article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

1.11 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10.3," after the word "But".

1.12 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Model Article 28(2)," after the words "the transmittee's name".

1.13 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" and

Article 31(1)(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Company Details

§ 2

Corporate name

The corporate name of the company is Aareon SMB Hub UK Limited.

§ 3

Registration and registered office

The Company is registered in England and Wales. As at the date of adoption of the Articles, the Company has its registered office at Building 500, Abbey End, Kenilworth CV8 2LY.

§ 4

Duration of the company and business year

- 4.1 The Company shall be established for an indefinite duration.
- 4.2 The accounting reference date of the Company is 31 December.

§ 5

Objects of the company

- 5.1 The Objects of the company shall be unrestricted save that no business shall be conducted by the company which would result in the company becoming an obliged entity within the meaning of section 2 GwG (German Money Laundering Act).

§ 6

Share capital

- 6.1 As at the date of adoption of the Articles, the issued share capital of the Company is £10,000 divided into 1,000 ordinary shares of £10.00 each, all fully paid up (the "Shares").
- 6.2 A decision of the Shareholders in a Shareholder Meeting shall be required to:
 - 6.2.1 increase or reduce the share capital of the Company;
 - 6.2.2 consolidate two or more of the Shares;
 - 6.2.3 subdivide one or more of the Shares; and/or
 - 6.2.4 approve the disposal of any interest in respect of Shares or parts thereof, in particular any assignment, pledging or other encumbrance over the Shares.

§ 7

Management of the company

- 7.1 The Company shall be managed by the Managing Directors. The Shareholders shall have the power from time to time and at any time to appoint any person or persons as a Managing Director or Managing Directors and to remove from office any Managing Director, in each case, by a decision of the Shareholders at a Shareholder Meeting.
- 7.2 Any appointment or removal of a Managing Director pursuant to article 7.1 shall take effect upon the relevant Written Protocol or minutes of the Shareholder Meeting being lodged with or otherwise communicated to the Company at its registered office or being handed or otherwise communicated (including by electronic means) to any Managing Director.
- 7.3 The Managing Directors are bound by law and the Articles, by resolutions and instructions passed at a meeting of the Shareholders, by the provisions of rules of procedure for the management (if applicable), and the managing director service agreement entered into between the Company and the respective Managing Director. The Managing Directors shall have regard to the responsibilities and duties of directors under the Act and shall manage the Company with the diligence of a prudent businessman.
- 7.4 The Shareholders may issue rules of procedure for the Managing Directors and the management of the Company at a Shareholder Meeting.

§ 8

Calling a managing director's meeting

Any Managing Director may call a Managing Director's meeting by giving notice of the meeting to the Managing Directors or by authorising the company secretary (if any) to give such notice.

§ 9

Quorum and representation

- 9.1 Subject to articles 9.2 and 9.3 below, the quorum for the transaction of business at a meeting of the Managing Directors is at least one-half of the total number of Managing Directors.
- 9.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a Managing Director's conflict, if there is only one eligible Managing Director in office other than the conflicted Managing Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Managing Director.
- 9.3 If and for so long as the minimum number of Managing Directors shall be one and the Company only has one Managing Director, that sole Managing Director may exercise all the authorities and powers which are vested in the Managing Directors by these Articles and by the Model Articles. The Shareholders may grant a Managing Director with the sole power of representation of the Company at a Shareholder Meeting.

§ 10

Transactions or other arrangements with the company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Managing Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 10.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

- 10.2 shall be an eligible Managing Director for the purposes of any proposed decision of the Managing Directors (or committee of Managing Directors) in respect of such contract or proposed contract in which he is interested;
- 10.3 shall be entitled to vote at a meeting of Managing Directors (or of a committee of the Managing Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 10.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 10.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 10.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

§ 11

Managing director's conflicts of interest

- 11.1 The Managing Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Managing Director which would, if not authorised, involve a director (an "**Interested Managing Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").
- 11.2 Any authorisation under this article 11 will be effective only if:
 - 11.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Managing Director for consideration in the same way that any other matter may be proposed to the Managing Directors under the provisions of these Articles or in such other manner as the Managing Directors may determine;
 - 11.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Managing Director; and
 - 11.2.3 the matter was agreed to without the Interested Managing Director voting or would have been agreed to if the Interested Managing Director's vote had not been counted.
- 11.3 Any authorisation of a Conflict under this article 11 may (whether at the time of giving the authorisation or subsequently):

- 11.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 11.3.2 provide that the Interested Managing Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Managing Directors or otherwise) related to the Conflict;
- 11.3.3 provide that the Interested Managing Director shall or shall not be an eligible director in respect of any future decision of the Managing Directors in relation to any resolution related to the Conflict;
- 11.3.4 impose upon the Interested Managing Director such other terms for the purposes of dealing with the Conflict as the Managing Directors think fit;
- 11.3.5 provide that, where the Interested Managing Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Managing Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 11.3.6 permit the Interested Managing Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Managing Directors and be excused from reviewing papers prepared by, or for, the Managing Directors to the extent they relate to such matters.
- 11.4 Where the Managing Directors authorise a Conflict, the Interested Managing Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Managing Directors in relation to the Conflict.
- 11.5 The Managing Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Managing Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 11.6 In authorising a Conflict the Managing Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Managing Director has obtained any information through his involvement in the Conflict otherwise than as a Managing Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Managing Director is under no obligation to:
 - 11.6.1 disclose such information to the Managing Directors or to any other officer or employee of the Company; or
 - 11.6.2 use or apply any such information in performing his duties as a Managing Director,
- 11.7 where to do so would amount to a breach of that confidence.
- 11.8 No authorisation is required under this article 11 for a Managing Director to be or to be appointed as a director of any Aareon Group company.
- 11.9 A Managing Director is not required, by reason of being a Managing Director (or because of the fiduciary relationship established by reason of being a Managing Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the

Managing Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

§ 12

Records of decisions to be kept

Where decisions of the Managing Directors are taken by electronic means, such decisions shall be recorded by the Managing Directors in permanent form, so that they may be read with the naked eye.

§ 13

Number of Managing Directors

Unless otherwise determined or approved by the Shareholders, the number of Managing Directors (other than alternate directors) shall not be subject to any maximum but shall be not less than one.

§ 14

Secretary

The Managing Directors may (but are not required to) appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Managing Directors so decide, appoint a replacement, in each case by a decision of the Managing Directors.

Shareholders and Advisory Board

§ 15

Shareholder Meetings

- 15.1 The Managing Directors shall call a Shareholder Meeting at any time deemed appropriate. In calling a Shareholder Meeting, the Managing Directors shall prepare a written notice that states the time, place and agenda of the Shareholder Meeting and the matters to be proposed to the Shareholder Meeting with reasonable detail.
- 15.2 Written notice of the Shareholder Meeting must be delivered to each shareholder of the Company at least two (2) weeks prior to the date of the Shareholder Meeting. When calculating the notice period for the Shareholder Meeting, the day of dispatch of the notice and the day of the Shareholder Meeting shall not be considered.
- 15.3 The Shareholders may participate in the Shareholder Meeting through electronic means and documents or information may be sent to the Shareholders in electronic form. The Shareholders may determine that resolutions of the Shareholder Meeting are passed in writing, orally, by telephone, fax, e-mail, videoconference or by using any other methods of communication.
- 15.4 The Managing Directors shall procure that a written record of the Shareholder Meeting is taken, which shall contain the place, date, participants and agenda of the Shareholder Meeting. The Managing Directors shall ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every ordinary or special resolution passed by the Shareholders.

§ 16

Quorum and Representation

- 16.1 No business shall be transacted at any Shareholder Meeting unless a quorum is present.
- 16.2 Subject to article 17.3 below, two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy or representative of a Shareholder shall be a quorum.
- 16.3 If and for so long as the Company has only one Shareholder, that Shareholder present in person or by proxy, or if that Shareholder is a corporate entity, by a proxy or corporate representative, shall be a quorum.
- 16.4 If a Shareholder is a corporate entity, it may by resolution of its directors or other governing body authorise a person or persons to act as its representative or representatives at any Shareholder Meeting of the Company and to attend, speak and vote at a Shareholder Meeting on its behalf.

§ 17

Advisory Board

- 17.1 The Shareholders may establish an Advisory Board by a decision of the Shareholders at a Shareholder Meeting.

- 17.2 The Advisory Board shall consist of three persons, unless otherwise directed by a decision of the Shareholders at a Shareholder Meeting.
- 17.3 The members of the Advisory Board shall be determined, appointed and dismissed by an ordinary resolution of the Shareholders at a Shareholder Meeting. The Shareholders may also appoint a chairman of the Advisory Board by an ordinary resolution of the Shareholders at a Shareholder Meeting.
- 17.4 The Advisory Board shall only advise the management of the Company on business matters of the Company, including, but not limited, to:
 - 17.4.1 the annual planning of the Company;
 - 17.4.2 the strategic planning of the Company;
 - 17.4.3 the annual financial statements of the Company; and
 - 17.4.4 changes in the organisational structure of the Company.
- 17.5 To the extent permitted by law, the Shareholders may delegate further rights and powers to the Advisory Board at a Shareholder Meeting and grant the Advisory Board with additional rights and duties by way of an ordinary resolution at a Shareholder Meeting.
- 17.6 The Shareholders may issue and adopt rules of procedure for the Advisory Board at a Shareholder Meeting.

Administrative Arrangements

§ 18

Annual Accounts

The Managing Directors shall, within the statutory time limits, prepare and sign the annual accounts of the Company (being the balance sheet and profit and loss account, and notes to the accounts), and, if applicable, a management report of the Company each year, and submit the documents to the Shareholders for approval immediately after preparation.

§ 19

Means of communication to be used

- 19.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 19.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - 19.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 19.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 19.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 19.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

§ 20

Indemnity

- 20.1 Subject to article 21.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 20.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from

liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and

- 20.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 21.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 20.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 20.3 In this article:
 - 20.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 20.3.2 a "relevant officer" means any Managing Director or other officer or former Managing Director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Managing Director or other officer), to the extent he acts in his capacity as auditor).

§ 21

Insurance

- 21.1 The Managing Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 21.2 In this article:
 - 21.2.1 a "**relevant officer**" means any Managing Director or other officer or former Managing Director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Managing Director or other officer), to the extent he acts in his capacity as auditor);
 - 21.2.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 21.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

§ 22

Expenses

The costs associated with these Articles and their execution, in particular any notary and court fees, lawyers' fees and publication costs, shall be borne by the Company.

§ 23

Miscellaneous

- 23.1 Should one or more provisions of these Articles be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions of the Articles shall remain unaffected.
- 23.2 Should these Articles contain a gap or omit a provision, the Shareholders shall agree a valid provision which comes as close as possible to what the Shareholders intended instead of the invalid provision; the same shall apply in the event of a gap or omission of a provision.