SCHEDULE 2.1
DEFINED TERMS

In this Agreement, the following terms shall have the meanings specified in this Schedule 2.1:

"**468 SPAC Fundamental Representations**" means the representations and warranties set forth in Sections 9.1 (Organization and Qualification), 9.2 (Authority), 9.4 (Brokers), 9.6 (Issuance of Shares) 9.7.1 (Capitalization of 468 SPAC) and 9.8.1 (Escrow Account).

"**468 SPAC Listing Prospectus**" means the securities prospectus relating to the Listing and approved by the CSSF on 29 April 2021.

"**468 SPAC Management Board**" means the management board (*directoire*) of 468 SPAC.

"**468 SPAC Material Adverse Effect**" means a failure of the 468 SPAC Warranties to be true and correct in all respects as of the Closing Commencement Date as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any specific date other than the Signing Date or Closing Commencement Date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date) if such breach or breaches of the 468 SPAC Warranties (i) has had or can be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on 468 SPAC and/or (ii) does or can reasonably be expected to, individually or in the aggregate, prevent or delay beyond the Termination Date the ability of 468 SPAC to consummate the Business Combination as contemplated by this Agreement and the Ancillary Documents.

"**468 SPAC Related Party Contract**" means any agreement or contract entered into between 468 SPAC and one of its Related Parties.

"**468 SPAC Shareholder Approval**" means the approval of the Transaction Proposals by the 468 SPAC Shareholder Approval Meeting.

"**468 SPAC Sponsors**" means the Sponsor and the Co-Sponsors.

"**468 SPAC Supervisory Board**" means the supervisory board (*conseil de surveillance*) of 468 SPAC.

"**Affiliate**" and "**Affiliates**" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlled**" and "**controlling**" have meanings correlative thereto.

"**Anti-Corruption Law**" and "**Anti-Corruption Laws**" means all laws, rules, regulations, that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other Person.

"**Antitrust Law**" means any antitrust, competition, merger control or trade regulatory law.

"**Beteiligungs GmbH Advisory Board**" means the advisory board (*Beirat*) of Beteiligungs GmbH.

"**Beteiligungs GmbH Material Adverse Effect**" means a failure of the Beteiligungs GmbH Warranties to be true and correct in all respects as of the Closing Commencement Date as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any specific date other than the Signing Date or Closing Commencement Date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date) if such breach or breaches of the Beteiligungs GmbH Warranties (i) has had or can be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Beteiligungs GmbH and/or (ii) does or can reasonably be expected to, individually or in the aggregate, prevent or delay beyond the Termination Date the ability of Beteiligungs GmbH to consummate the Business Combination as contemplated by this Agreement and the Ancillary Documents.

"**Beteiligungs GmbH Fundamental Representations**" means Sections 10.1 (Ownership of Boxine Shares), 10.2 (Rights to Boxine Shares), 10.3 (Beteiligungs GmbH), 10.4 (Organization and Qualification), 10.5 (Authority) and 10.6 (Consents and Requisite Governmental Approval, No Violations).

"BGB" means the German Civil Code (*Bürgerliches Gesetzbuch*).

"**Boxine Board**" means the board of directors (*Geschäftsführung*) and the authorized representatives (*Prokurist*) of the Company.

"**Business Combination Prospectus**" means the prospectus of 468 SPAC relating to the Business Combination.

"**Business Day**" means a day, other than a Saturday or Sunday, on which commercial banks in Luxembourg, Grand Duchy of Luxembourg, and Frankfurt, Germany, are open for the general transaction of business.

"**Co-Sponsors**" means CHEPSTOW Capital GmbH, an affiliate of Gisbert Rühl, Pink Capital GmbH, an affiliate of Lea-Sophie Cramer, Maret II GmbH, an affiliate of Johannes Maret, Florian Wendelstadt and Fabian Zilker.

"**Combined Group**" means the combined group comprising 468 SPAC and the Group Companies following the implementation of the Business Combination at Closing.

"**Company Fundamental Representations**" means the representations and warranties set forth in Sections 8.1 (Organization and Qualification), 8.2 (Capitalisation of the Group Companies), 8.3 (Authority) and 8.18 (Brokers).

"**Company Data Room**" means the virtual data room operated by SS&C Intralinks and the separate red data room operated by Skadden, Arps, Slate, Meagher & Flom LLP.

"**Company IT Systems**" means all computer systems, computer Software and hardware, communication systems, servers, network equipment and related documentation, in each case, owned, licensed or leased by a Group Company.

"**Company Material Adverse Effect**" means a failure of the Company Warranties to be true and correct in all respects as of the Closing Commencement Date as if made anew as of the

Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any specific date other than the Signing Date or Closing Commencement Date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date) if such breach or breaches of the Company Warranties (i) has had or can be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Group Companies taken as a whole and/or (ii) does or can reasonably be expected to, individually or in the aggregate, prevent or delay beyond the Termination Date the ability of the Company to consummate the Business Combination as contemplated by this Agreement and the Ancillary Documents.

"**Company Owned Intellectual Property**" means all Intellectual Property Rights that are owned or purported to be owned by the Group Companies.

"**Company Product**" means each product that is being developed or manufactured by or on behalf of the Group Companies.

"**Company Registered Intellectual Property**" means all Registered Intellectual Property listed in Section 8.14.1.

"**Confidentiality Agreement**" means the non-disclosure agreement as regards the confidentiality obligations between the Company and 468 SPAC.

"**Consent**" means any notice, authorization, qualification, registration, filing, notification, waiver, order, consent or approval to be obtained from, filed with or delivered to, a Governmental Entity or other Person.

"**Contract**" or "**Contracts**" means any agreement, contract, license, lease, obligation, undertaking or other commitment or arrangement that is legally binding upon a Person or any of his, her or its properties or assets.

"**COVID-19**" means the novel coronavirus known as SARS-CoV-2 or COVID-19, and any evolutions, mutations thereof or related or associated epidemics, pandemic or disease outbreaks.

"**COVID-19 Action**" means any inaction or action by the Company, including the establishment of any policy, procedure or protocol, in response to COVID-19 or any COVID-19 Measures (i) that is consistent with the past practice of the Company in response to COVID-19 prior to the date of this Agreement (but only to the extent in compliance with applicable Law), or (ii) that would, given the totality of the circumstances under which the Company acted or did not act, be unreasonable for 468 SPAC to withhold, condition or delay consent with respect to such action or inaction (whether or not 468 SPAC has a consent right with respect thereto).

"**COVID-19 Measures**" means any quarantine, "shelter in place," "stay at home," workforce reduction, "furlough", social distancing, shut down, closure, sequester or any other Law, Order, Proceeding, directive, guidelines or recommendations by any Governmental Entity in connection with or in response to COVID-19.

"**Environmental Laws**" means all Laws and Orders relating to the protection of the following media: (i) land (including any building structure or receptacle in on over or under it), (ii) water (including surface coastal and ground waters and waters in drains and sewers), and (iii) air

(including the atmosphere within any natural or man-made structure or receptacle above or below ground), and any living organisms (including human beings) or eco-systems supported by those media.

"**Equity Incentive Plan**" means any incentive plan of the Group Companies.

"**Equity Securities**" means any share, share capital, capital stock, partnership, membership, joint venture or similar interest in any Person (including any stock appreciation, profit participation or similar rights), and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable therefor.

"**GAAP**" means generally accepted accounting principles.

"**GDPR**" means the European Union General Data Protection Regulation 2016/679.

"**German GAAP**" means any and all provisions of the German Commercial Code (*Handelsgesetzbuch*) relating to books and accounts including generally accepted accounting principles (*Grundsätze ordnungsmäßiger Buchführung*) as applicable from time to time.

"**Governing Documents**" means the legal document(s) by which any Person (other than an individual) establishes its legal existence and which govern its internal affairs. For example, the "Governing Documents" of a Luxembourg European company (*société européenne*) are its articles of association, and the "Governing Documents" of a German limited liability company are its articles of association (*Satzung*).

"**Governmental Entity**" means any (a) federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal (public or private), including the European Parliament and the Council of Europe, which has jurisdiction over the relevant Person.

"**Governmental Order**" and "**Governmental Orders**" means any order, decision, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

"**Group Company**" and "**Group Companies**" means individually each of the Company and any of its Subsidiaries and collectively the Company and its Subsidiaries.

"**Holding GmbH Material Adverse Effect**" means a failure of the Holding Warranties to be true and correct in all respects as of the Closing Commencement Date as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any specific date other than the Signing Date or Closing Commencement Date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date) if such breach or breaches of the Holding Warranties (i) has had or can be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Holding GmbH and/or (ii) does or can reasonably be expected to, individually or in the aggregate, prevent or delay beyond the Termination Date the ability of Holding GmbH to consummate the Business Combination as contemplated by this Agreement and the Ancillary Documents.

"**Holding GmbH Fundamental Representations**" means Sections 12.1 (Ownership of Beteiligungs GmbH Shares), 12.2 (Rights to Beteiligungs GmbH Shares), 12.3 (Organization and Qualification), 12.4 (Authority) and 12.5 (Consents and Requisite Governmental Approval, No Violations).

"**Holding GmbH Shareholders Material Adverse Effect**" means a failure of the Holding GmbH Shareholders Warranties to be true and correct in all respects as of the Closing Commencement Date as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any specific date other than the signing or Closing Commencement Date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date) if such breach or breaches of the Holding GmbH Shareholders Warranties does or can reasonably be expected to, individually or in the aggregate, prevent or delay beyond the Termination Date the ability of the Holding GmbH Shareholders to consummate the Business Combination as contemplated by this Agreement and the Ancillary Documents.

"**Holding GmbH Shareholders Fundamental Representations**" means the representations and warranties as set forth in sections 7.1 (Ownership of Holding GmbH Shares), 7.2 (Rights to Holding GmbH Shares), 7.3 (Holding GmbH), 7.4 (Organization and Qualification), 7.5 (Authority) and 7.6 (Consents and Requisite Governmental Approval, No Violations) of the Holding GmbH Shareholder Support Agreement.

"**Holding GmbH Shareholders' Warranties**" means the representations and warranties pursuant to section 7 of the Holding GmbH Shareholder Support Agreement.

"**Höllenhunde Material Adverse Effect**" means a failure of the Höllenhunde Warranties to be true and correct in all respects as of the Closing Commencement Date as if made anew as of the Closing Commencement Date (except to the extent that any such representation and warranty is explicitly made as of any specific date other than the Signing Date or Closing Commencement Date, in which case such representation and warranty shall be true and correct in all material respects only as of such specific date) if such breach or breaches of the Höllenhunde Warranties does or can reasonably be expected to, individually or in the aggregate, prevent or delay beyond the Termination Date the ability of Höllenhunde to consummate the Business Combination as contemplated by this Agreement and the Ancillary Documents.

"**Höllenhunde Fundamental Representations**" means Sections 11.1 (Ownership of Beteiligungs GmbH Shares), 11.2 (Rights to Beteiligungs GmbH Shares), 11.3 (Organization and Qualification), 11.4 (Authority) and 11.5 (Consents and Requisite Governmental Approval, No Violations).

"**Indebtedness**" means, as of any time, without duplication, with respect to any Person, the outstanding principal amount of, accrued and unpaid interest on, fees and expenses arising under or in respect of (a) indebtedness for borrowed money, (b) other obligations evidenced by any note, bond, debenture or other debt security, (c) obligations for the deferred purchase price of property or assets, including "earn-outs" and "seller notes" (but excluding any trade payables arising in the ordinary course of business), (d) reimbursement and other obligations with respect to letters of credit, bank guarantees, bankers' acceptances or other similar instruments, in each case, solely to the extent drawn, (e) leases required to be capitalised under GAAP or IFRS, as applicable, (f) derivative, hedging, swap, foreign exchange or similar arrangements, including swaps, caps, collars, hedges or similar arrangements, and (g) any of the obligations

of any other Person of the type referred to in clauses (a) through (f) above directly or indirectly guaranteed by such Person or secured by any assets of such Person, whether or not such Indebtedness has been assumed by such Person.

"**Intellectual Property Rights**" means all intellectual property rights and related priority rights protected, created or arising under the Laws of any jurisdiction or under any international convention, including all (a) patents and patent applications, industrial designs and design patent rights, including any continuations, divisionals, continuations-in-part and provisional applications and statutory invention registrations, and any patents issuing on any of the foregoing and any reissues, re-examinations, substitutes, supplementary protection certificates, extensions of any of the foregoing (collectively, "**Patents**"); (b) trademarks, service marks, trade names, trade dress rights, logos, operating internet domain names, and all applications, registrations, extensions and renewals of any of the foregoing (collectively, "**Marks**"); (c) copyrights and works of authorship, database and design rights, mask work rights and moral rights, whether or not registered or published, and all registrations, applications, renewals, extensions and reversions of any of any of the foregoing (collectively, "**Copyrights**"); (d) trade secrets and rights under applicable trade secret Law in the foregoing ("**Trade Secrets**"), know-how and confidential and proprietary information, including (whether patentable or not and whether or not reduced to practice) invention disclosures.

"**IT**" means information technology.

"**Law**" and "**Laws**" means any federal, state, local, foreign, national or supranational statute, law (including common law), act, statute, ordinance, treaty, rule, code, regulation or other binding directive or guidance issued, promulgated or enforced by a Governmental Entity having jurisdiction over a given matter.

"**Liability**" or "**liability**" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, known or unknown, matured or unmatured or determined or determinable, including those arising under any Law (including any Environmental Law), Proceeding or Order and those arising under any Contract, agreement, arrangement, commitment or undertaking.

"**Lien**" and "**Liens**" means any mortgage, pledge, security interest, encumbrance, lien, charge, or other similar encumbrance or interest (including, in the case of any Equity Securities, any voting, transfer or similar restrictions).

"**Luxembourg Company Law**" means the Luxembourg law of 10 August 1915 on commercial companies, as amended.

"**Material Adverse Effect**" means, with respect to the Person to which it relates, any change, event, effect, occurrence or state of facts that, individually or in the aggregate with any other change, event, effect, occurrence or state of facts, has had or would reasonably be expected to have a material adverse effect on the business, results of operations or financial condition of the relevant Person and all of its Subsidiaries, if any, taken as a whole, provided, however, that, with respect to Sections 15.2.3, 15.3.3, 15.3.4, 15.3.5, 15.3.6 and 15.3.7 only, no consequences of any or several of the following adverse changes, events, effects, occurrences or states of facts arising after the Signing Date shall be taken into account when determining whether a Material Adverse Change has occurred or is reasonably likely to occur:

(i) general business or economic conditions in or affecting Germany, the Grand Duchy of Luxembourg, the United States, the United Kingdom or France, or changes therein, or the global economy generally,

(ii) any national or international political or social conditions in Germany, the Grand Duchy of Luxembourg, the United States, the United Kingdom or France or any other country, including the engagement by Germany, the Grand Duchy of Luxembourg, the United States, the United Kingdom or France or any other country in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence in any place of any military or terrorist attack, sabotage or cyberterrorism, or any escalation of the foregoing,

(iii) changes in conditions of the financial, banking, capital or securities markets generally in Germany, the Grand Duchy of Luxembourg, the United States, the United Kingdom or France or any other country or region in the world, or changes therein, including changes in interest rates in Germany, the Grand Duchy of Luxembourg, the United States, the United Kingdom or France or any other country and changes in exchange rates for the currencies of any countries,

(iv) changes in any applicable Laws, the applicable local GAAP or IFRS or the interpretation thereof,

(v) any change, event, effect, occurrence or state of facts that is generally applicable to the business operations of the relevant Party (with respect to the Company, including any of the Group Companies) or the Holding GmbH Shareholders, as the case may be,

(vi) the execution or public announcement of this Agreement or the pendency or consummation of the Business Combination or other Transactions, including the impact thereof on the relationships, contractual or otherwise, of the Company with employees, customers, investors, contractors, lenders, suppliers, vendors, partners, licensors, licensees, payors or other third parties related thereto (provided that the exception in this clause (vi) shall not apply to the Company Warranties, 468 SPAC Warranties, Beteiligungs GmbH Warranties, Höllenhunde Warranties, Holding GmbH Warranties and the Holding GmbH Shareholders' Warranties, as the case may be, to the extent that its purpose is to address the consequences resulting from the public announcement or pendency or consummation of the Business Combination or other Transactions),

(vii) any failure by any relevant Party (with respect to the Company, including any of the Group Companies) or the Holding GmbH Shareholders, as the case may be, to meet, or changes to, any internal or published budgets, projections, forecasts, estimates or predictions (although the underlying facts and circumstances resulting in such failure may be taken into account to the extent not otherwise excluded from this definition pursuant to clauses (i) through (vi) or (viii)), or

(viii) any hurricane, tornado, flood, earthquake, tsunami, natural disaster, mudslides, wild fires, epidemics, pandemics or quarantines (irrespective of its geographic reach), acts of God or other natural disasters or comparable events in Germany, the Grand Duchy of Luxembourg, the United States, the United Kingdom or France, or any other country or region in the world, or any escalation of the foregoing, including, for the avoidance of doubt, COVID-19 and any Law, directive, pronouncement, guideline or recommendation issued by a Governmental Entity, the World Health Organization or

any industry group providing for business closures, changes to business operations, "sheltering-in-place" or other restrictions that relate to, or arise out of, an epidemic, pandemic or disease outbreak (including the COVID-19 pandemic);

provided, however, that any change, event, effect, occurrence or state of facts resulting from a matter described in any of the foregoing clauses (i) through (v) or (viii) may be taken into account in determining whether a Material Adverse Change has occurred or is reasonably likely to occur to the extent such change, event, effect, occurrence or state of facts has a disproportionate adverse effect on the relevant Person and all of its Subsidiaries, if any, taken as a whole, as the case may be, relative to other participants operating similar businesses to the Company's business operation

"**Off-the-Shelf Software**" means any Software that is made generally and widely available to the public on a commercial basis and is licensed to any of the Group Companies on a non-exclusive basis.

"**Order**" means any outstanding writ, order, judgment, injunction, decision, determination, award, ruling, subpoena, verdict or decree entered, issued or rendered by any Governmental Entity.

"**Permitted Lien**" and "**Permitted Liens**" means (a) mechanic's, materialmen's, carriers', repairers' and other similar statutory Liens arising or incurred in the ordinary course of business for amounts that are not yet delinquent or are being contested in good faith by appropriate proceedings and for which sufficient reserves have been established in accordance with IFRS or GAAP, as applicable, (b) Liens for Taxes, assessments or other governmental charges not yet due and payable as of the Closing or which are being contested in good faith by appropriate proceedings and for which sufficient reserves have been established in accordance with IFRS or GAAP, as applicable, (c) encumbrances and restrictions on real property (including easements, covenants, conditions, rights of way and similar restrictions) that do not prohibit or materially interfere with any of the Group Companies' use or occupancy of such real property, (d) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property and which are not violated by the use or occupancy of such real property or the operation of the Businesses of the Group Company and do not prohibit or materially interfere with any of the Group Companies' use or occupancy of such real property, (e) cash deposits or cash pledges to secure the payment of workers' compensation, unemployment insurance, social security benefits or obligations arising under similar Laws, or to secure the performance of public or statutory obligations, surety or appeal bonds, and other obligations of a like nature, in each case in the ordinary course of business and which are not yet due and payable, (f) grants by any Group Company of non-exclusive rights in Intellectual Property Rights in the ordinary course of business consistent with past practice and (g) other Liens that do not materially and adversely affect the value, use or operation of the asset subject thereto.

"**Person**" and "**Persons**" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organisation or association, trust, joint venture, foundation or other similar entity, whether or not a legal entity.

"**Personal Data**" means any data or information relating to an identified or identifiable natural person.

"**PIPE**" means a private investment in a public entity.

"**Primary Cash Proceeds**" means the portion of the cash proceeds in connection with the consummation of the Business Combination allocated to the Company as indicated in Schedule 6.1.2(c).

"**Privacy Laws**" means Laws relating to the Processing or protection of Personal Data as promulgated by the GDPR, the e-Privacy Directive (2002/58/EC) and the German Data Protection Act (*Bundesdatenschutzgesetz*), including any predecessor, successor or implementing legislation of the foregoing, and any amendments or re-enactments of the foregoing, in each case as and to the extent applicable to the operation of the Business.

"**Proceeding**" and "**Proceedings**" means any lawsuit, litigation, action, audit, examination, claim, complaint, charge, proceeding, suit or arbitration (in each case, whether civil, criminal or administrative and whether public or private) pending by or before or otherwise involving any Governmental Entity.

"**Process**" (or "**Processing**" or "**Processes**") means the collection, receipt, use, storage, processing, recording, storage, distribution, transfer, import, export, protection (including security measures), disposal or disclosure or other activity regarding data (whether electronically or in any other form or medium).

"**Public Software**" means any Software that contains, includes, incorporates or has instantiated therein, or is derived in any manner (in whole or in part) from, any Software that is subject to a license or other agreement commonly referred to as free Software, open source Software (*e.g.*, Linux and any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org) or similar licensing or distribution models, under any terms or conditions.

"**RCS Luxembourg**" means the Luxembourg Trade and Companies' Register (*Registre de commerce et des sociétés, Luxembourg*).

"**Real Property Leases**" means all leases, sub-leases, licenses or other agreements, in each case, pursuant to which any Group Company leases or sub-leases any real property.

"**Registered Intellectual Property**" means all (a) issued Patents, pending Patent applications, registered Marks, pending applications for registration of Marks, registered Copyrights, and pending applications for registration of Copyrights, that are the subject of an application filed with, are issued by, or registered with, as applicable, the German Patent and Trademark Office, the German Copyright Office or any similar office or agency anywhere in the world and (b) internet domain name registrations.

"**Representatives**" means, with respect to any Person, such Person's Affiliates and its and such Affiliates' respective directors, officers, employees, members, owners, accountants, consultants, advisors, attorneys, agents and other representatives.

"**Schedules**" means, collectively, the schedules to the Business Combination Agreement.

"**Section**" and "**Sections**" means a section in this Business Combination Agreement.

"**Significant Customers**" means any of the ten largest customer and cooperation partners by annual turnover for the Company.

"**Signing Date**" means the date on which the notarization of this Agreement is completed.

"**Software**" shall mean any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code; (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (c) descriptions, flowcharts and other work product used to design, plan, organise and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (d) all documentation, including user manuals and other training documentation related to any of the foregoing.

"**Sponsor**" means 468 SPAC Sponsor GmbH & Co. KG.

"**Subsidiary**" and "**Subsidiaries**" means for any given Person, any other Person directly or indirectly controlled by such Person.

"**Tax**" and "**Taxes**" means any federal, state, provincial, territorial, local, foreign and other net income tax, alternative or add-on minimum tax, base erosion minimum tax, franchise tax, gross income, adjusted gross income or gross receipts tax, employment related tax (including employee withholding, employer payroll tax or social security contributions), ad valorem, transfer, franchise, license, excise, severance, stamp, occupation, premium, personal property, real property, capital stock, profits, disability, registration, value added, estimated, customs duties and sales or use tax, or other tax or like assessment, together with any interest, penalty, addition to tax or additional amount imposed with respect thereto by a Tax Authority.

"**Tax Authority**" means any Governmental Entity responsible for the collection or administration of Taxes or Tax Returns.

"**Tax Return**" and "**Tax Returns**" means returns, information returns, statements, declarations, claims for refund, schedules, attachments, and reports relating to Taxes required to be filed with any Governmental Entity (including any amendments thereto).

"**Transaction Expenses**" means, as of any determination time, the aggregate amount of fees, expenses, commissions or other amounts incurred by or on behalf of, and that are due and payable by and not otherwise expressly allocated to a Party pursuant to the terms of this Agreement, in connection with the negotiation, preparation or execution of this Agreement or any Ancillary Documents, the performance of its covenants or agreements in this Agreement or any Ancillary Document or the consummation of the Transactions contemplated hereby or thereby, including (a) the fees and expenses of outside legal counsel, accountants, advisors, brokers, investment bankers, consultants, or other agents or service providers of such Party (in case of the Company including the Group Companies), and (b) any other fees, expenses, commissions or other amounts that are expressly allocated to such Party (in case of the Company including the Group Companies), pursuant to this Agreement or any Ancillary Document.

"**Warrant T&C**" means the terms and conditions of Class A Warrants dated as of 26 April 2021.

The following other terms shall have the meanings ascribed to such terms in this Agreement as indicated below:

SCHEDULE 2.2
LIST OF SCHEDULES

Schedule 2.1	Defined Terms
Schedule 2.2	List of Schedules
Schedule 3.3.2	Höllenhunde's List of Shareholders
Schedule 3.4.3	Holding GmbH's List of Shareholders
Schedule 3.5.1	468 SPAC's List of Shareholders
Schedule 4.2	List of PIPE Investors
Schedule 4.5	Key Terms Boxine Shareholders' Agreement Termination Agreement
Schedule 4.6	Amendment of the Boxine VSP
Schedule 5.1	Boxine Shareholders' Resolution
Schedule 5.2-1	Beteiligungs GmbH Advisory Board Resolution
Schedule 5.2-2	Beteiligungs GmbH Shareholders Resolution
Schedule 5.3	Höllenhunde Shareholders' Resolution
Schedule 5.4-1	Holding GmbH Advisory Board Resolution
Schedule 5.4-2	Holding GmbH Shareholders Resolution
Schedule 5.5	468 SPAC Management Board and 468 SPAC Supervisory Board Resolutions
Schedule 6.1.2(c)	Transaction Cash Proceeds Waterfall
Schedule 6.1.3(a)(i)	Total Consideration Allocation
Schedule 6.1.4(a)	Transaction Shares Transfer Agreement
Schedule 6.1.4(d)	Contribution and Subscription Agreement
Schedules 8	Company Disclosure Schedules
Schedule 9	468 SPAC Disclosure Schedules
Schedule 10	Disclosure Schedules
Schedule 11	Höllenhunde Disclosure Schedules
Schedule 12	Holding GmbH Disclosure Schedules
Schedule 14.1.3	Signing Press Release
Schedule 14.3.3	Key Terms of 468 SPAC Equity Plans
Schedule 16.1.1(c)	Amendments to Holding Governing Documents
Schedule 16.1.3(b)	Board Agreements
Schedule 16.1.3(c)	Amendments to Company Governing Documents
Schedule 16.1.4(b)	Amendments to Beteiligungs GmbH Governing Documents
Schedule 16.1.5(b)	Amendments to Holding Governing Documents
Schedule 18.4	Notices
Schedule 18.11.1	Knowledge Persons

SCHEDULE 3.5.1

468 SPAC'S LIST OF SHAREHOLDERS

- 468 SPAC Sponsors GmbH & Co. KG – 17.3%
- Chepstow Capital GmbH – 0.67%
- Pink Capital GmbH – 0.67%
- Maret II GmbH – 0.67%
- Florian Wendelstadt – 0.67%
- Fabian Zilker – 0.04%
- Luxcor Wavefront LP – 4.53%
- Leveraged Event Fund LP – 8.00%

SCHEDULE 4.5

KEY TERMS
BOXINE SHAREHOLDERS' AGREEMENT
TERMINATION AGREEMENT

KEY TERMS

BOXINE SHAREHOLDERS' AGREEMENT TERMINATION AGREEMENT (INCLUDING SETTLEMENT / ROLLOVER OF SWEET EQUITY HÖLLENHUNDE)

Capitalized terms used and not otherwise defined herein shall have the same meaning as ascribed to such term in the Agreement

Parties	• Holding GmbH • Höllenhunde GmbH • Höllenhunde Shareholders
Status Quo	• Beteiligungs GmbH is the sole shareholder of Boxine GmbH. • The share capital of Beteiligungs GmbH amounts to EUR 46,869 and is divided into (i) 21,869 preference shares at EUR 1 each, and (ii) 25,000 ordinary shares at EUR 1 each. • Höllenhunde holds 2,403 preference shares and 5,534 ordinary shares. 3,131 ordinary shares of Höllenhunde constitute the equity investment commonly referred to as the „sweet equity" of Höllenhunde (defined as "Ankaufsanteile" in the Boxine Shareholders' Agreement) (these 3,131 ordinary shares, the "**SweetE Package**"). • The SweetE Package is subject to a five year reverse vesting with an annual vesting of 1/5 of the SweetE Package (starting on October 5, 2019) as set out in more detail in the Boxine Shareholders' Agreement. • To eliminate uncertainty whether the Business Combination constitutes an exit event under the Boxine Shareholders' Agreement (defined as "Exit" in the Boxine Shareholders' Agreement), the Parties have agreed that [redacted] of the SweetE Package shall be treated as fully and finally (*endgültig*) vested, while the remaining [redacted] of the SweetE Package will (economically) be rolled-over into the Combined Group in the form of the New Höllenhunde ESOP as set forth in Schedule 14.3.3. To implement the foregoing, the parties to the Boxine Shareholders' Agreement will agree to reflect the following in the Boxine Shareholders' Agreement Termination Agreement.
Vested Portion of the SweetE Package	1,566 ordinary shares of the SweetE Package shall be treated as fully and finally vested in accordance with the terms of the Boxine Shareholders' Agreement and will be contributed by Höllenhunde as Transaction Shares in 468 SPAC in accordance with the Agreement against a portion of the Total Consideration

	to be determined with the Agreement, in particular the Total Consideration Allocation.
Remaining Portion of the SweetE Package	To facilitate the roll-over of the remaining 1,565 ordinary shares of the SweetE Package into the Combined Group, these 1,565 ordinary shares will be sold and transferred by Höllenhunde to Holding GmbH for a consideration that is equal to (i) their nominal value (i.e., EUR 1,565) and be replaced (rolled-over) into (ii) Höllenhunde's participation in the New Höllenhunde ESOP as set forth in Schedule 14.3.3. These 1,565 ordinary shares will then be contributed by Holding GmbH as Transaction Shares in 468 SPAC in accordance with the Agreement against a portion of the Total Consideration to be determined with the Agreement, in particular the Total Consideration Allocation.
Termination of Boxine Shareholders' Agreement	The Boxine Shareholders' Agreement shall be terminated subject to and with effect as of Closing. Upon its termination at Closing, all claims of the parties under the Boxine Shareholders' Agreement against each other shall be treated as conclusively settled (*abschließend erledigt*), except for any provisions or claims which by their nature are designed to survive a termination of the Boxine Shareholders' Agreement.
Conditionality	• The Boxine Shareholders Agreement Termination Agreement (including the sale and transfer of the 1,565 ordinary shares of the SweetE Package from Höllenhunde to Holding GmbH) will be subject to the condition precedent (*aufschiebende Bedingung*) that Closing has occurred (including the (i) receipt by Höllenhunde of the portion of the Total Consideration attributable to the 1,566 ordinary shares of the SweetE Package treated as fully and finally vested as to be determined in accordance with the Agreement, in particular the Total Consideration Allocation, and (ii) the establishment of the New Höllenhunde ESOP). • The Boxine Shareholders Agreement Termination Agreement (including the sale and transfer of the 1,565 ordinary shares of the SweetE Package from Höllenhunde to Holding GmbH) will be subject to the condition subsequent (*auflösende Bedingung*) that the Business Combination is, after the condition precedent has been satisfied, rescinded (*angefochten*) or terminated (*aufgehoben*) or otherwise wound up (*rückabgewickelt*).

* * *

SCHEDULE 6.1.4(a)

TRANSACTION SHARES TRANSFER AGREEMENT

This **TRANSACTION SHARES TRANSFER AGREEMENT** (this "**Agreement**") is made on [•] 2021

BETWEEN:

(1) **Höllenhunde GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under HRB 71309 with registered office at Schillerstraße 20, Düsseldorf, Germany ("**Höllenhunde**");

and

(2) **468 SPAC I SE**, a European company (*société européenne*) incorporated under the laws of the Grand Duchy of Luxembourg and registered in the Luxembourg Trade and Companies' Register (*Registre du commerce et des sociétés, Luxembourg*) under B 252939 with registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, ("**468 SPAC**").

The Höllenhunde and 468 SPAC are hereinafter referred to as a "**Party**" and together as the "**Parties**".

1. PREAMBLE

1.1 On [30 August] 2021, under the notarial deed no. [•] of the notary public Sabine Funke, Frankfurt, (i) Boxine GmbH a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under HRB 71733 with registered office at Grafenberger Allee 120, Düsseldorf, Germany ("**Company**"), (ii) A. VI Beteiligungs GmbH a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 249934 with registered office at Grafenberger Allee 120, c/o Boxine GmbH, Düsseldorf, Germany ("**Beteiligungs GmbH**"), (iii) Höllenhunde GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under HRB 71309 with registered office at Schillerstraße 20, Düsseldorf, Germany ("**Höllenhunde**"), (iv) A. VI Holding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Hamburg under HRB 163559 with registered office at Schauenburgerstraße 59, c/o Armira, Hamburg, Germany ("**Holding GmbH**"), and (v) 468 SPAC, a European company (*société européenne*) incorporated under the laws of the Grand Duchy of Luxembourg and registered in the Luxembourg Trade and Companies' Register (*Registre du commerce et des sociétés, Luxembourg*) under B 252939 with registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, ("**468 SPAC**") entered into a business combination agreement (this agreement as it may be amended, restated or otherwise modified from time to time in accordance with its terms, the "**Business Combination Agreement**") pursuant to which Höllenhunde shall transfer (contribute) (*dinglich übertragen im Wege der Einbringung*) all of its Höllenhunde Beteiligungs GmbH Shares (as defined

below) in exchange for the issuance of new listed shares in 468 SPAC by 468 SPAC to Höllenhunde.

1.2 Beteiligungs GmbH's share capital amounts to EUR 46,869.00 and is divided into (i) 21,869 preference shares at EUR 1.00 each ("**Beteiligungs GmbH Preference Shares**") and (ii) 25,000 ordinary shares at EUR 1.00 each ("**Beteiligungs GmbH Ordinary Shares**" and together with the Beteiligungs GmbH Preference Shares and all other shares of Beteiligungs GmbH from time to time, the "**Beteiligungs GmbH Shares**").

1.3 At the signing of the Business Combination Agreement, Höllenhunde held 2,403 Beteiligungs GmbH Preference Shares and 5,534 Beteiligungs GmbH Ordinary Shares and Holding GmbH held 19,466 Beteiligungs GmbH Preference Shares and 19,466 Beteiligungs GmbH Ordinary Shares.

1.4 Following the signing of the Business Combination Agreement Höllenunde transferred, pursuant to a certain Boxine Shareholders' Agreement Termination Agreement, 1,565 Beteiligungs GmbH Ordinary Shares to Holding GmbH. Therefore, currently (i) Höllenhunde holds 2,403 Beteiligungs GmbH Preference Shares and 3,969 Beteiligungs GmbH Ordinary Shares, and (ii) Holding GmbH holds 19,466 Beteiligungs GmbH Preference Shares and 21,031 Beteiligungs GmbH Ordinary Shares.

1.5 This Agreement sets forth the terms and conditions of the transfer of all of the Beteiligungs GmbH Shares currently held by Höllenhunde by Höllenhunde to 468 SPAC.

1.6 Defined terms in capital letters used in this Agreement but not otherwise defined herein shall have the meaning attributed to them in the Business Combination Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

2. TRANSFER OF THE SOLD SHARES

Höllenhunde hereby transfers, subject to the Condition Precedent (as defined below), 6,372 Beteiligungs GmbH Shares, with serial nos. [●], to 468 SPAC which transfer is hereby accepted by 468 SPAC. For the avoidance of doubt, the foregoing transfer shall comprise all Beteiligungs GmbH Shares currently held by Höllenhunde (the "**Höllenhunde Beteiligungs GmbH Shares**"), irrespective of whether or not their numbers and nominal amounts correspond to the aforementioned details.

3. CONDITION PRECEDENT

The transfer of the Höllenhunde Beteiligungs GmbH Shares according to Section 2 is subject to the condition precedent (*aufschiebende Bedingung*) that the Transaction Shareholders receive the Total Consideration in accordance with section 6.1 of the Business Combination Agreement (the "**Condition Precedent**").

4. CLOSING CONFIRMATION

4.1 Immediately following the Closing and upon fulfillment of the Condition Precedent, the Parties shall execute a closing confirmation confirming (i) the due fulfillment of the

Condition Precedent and, therefore, the (automatic) transfer and assignment of the Höllenhunde Beteiligungs GmbH Shares from Höllenhunde to 468 SPAC (the "**Closing Confirmation**").

4.2 The legal effect of the Closing Confirmation shall be to serve as *prima facie* evidence that the Condition Precedent has been fulfilled. However, the execution of the Closing Confirmation shall not limit or prejudice any rights of the Parties arising under or in connection with this Agreement or under applicable law.

4.3 The Parties instruct the notary public to add a copy of the Closing Confirmation to this deed.

5. UPDATED LISTS OF SHAREHOLDERS

Upon receipt of a Closing Confirmation signed by the Parties, the acting notary public will submit a new shareholder list to the commercial register of Beteiligungs GmbH, whereby the acting notary public shall be under no obligation to verify the content of the Closing Confirmation.

6. POWER OF ATTORNEY

Höllenhunde hereby grants to 468 SPAC a power of attorney to exercise all shareholder rights pertaining to the Höllenhunde Beteiligungs GmbH Shares, in particular to exercise voting rights and to pass shareholders' resolutions of Beteiligungs GmbH fully and without restriction.

7. MISCELLANEOUS

7.1 No Liability of Höllenhunde

468 SPAC acknowledges and agrees that this Agreement is only concluded to effect (*dinglich vollziehen*) the transfer of the Höllenhunde Beteiligungs GmbH Shares as contemplated under the Business Combination Agreement (*Vollzugshandlung*), and Höllenhunde makes no representations and/or warranties or provide any indemnities with respect to Beteiligungs GmbH or the Höllenhunde Beteiligungs GmbH Shares other than explicitly set forth in the Business Combination Agreement or any of the Ancillary Documents. The Parties agree that no representation or warranty or indemnity or other right of recovery of 468 SPAC shall be created, implied or expressed, by entering into this Agreement or by operation of any law of any jurisdiction. All representations, warranties or indemnities in relation to Beteiligungs GmbH are exclusively set forth in the Business Combination Agreement and shall be governed in accordance with the terms set forth therein.

7.2 No Third Parties Rights

This Agreement shall not grant any right to, and is not intended to operate for, the benefit of any third parties.

7.3 Conflict

This Agreement shall be construed in accordance with the terms and conditions of the Business Combination Agreement. In case of any conflict between any provision of this

Agreement and the Business Combination Agreement, the Business Combination Agreement shall prevail.

7.4 **Other Provisions**

Sections 18.1 (*Non-Survival*), 18.2 (*Entire Agreement; Assignment*), 18.3 (*Amendment*), 18.4 (*Notices*), 18.5 (*Governing Law and Dispute Resolutions*), 18.6 (*Fees and Expenses*), 18.7 (*Construction; Interpretation*), 18.8 (*Schedule*), 18.9 (*Parties in Interest*), 18.10 (*Severability*), 18.12 (*No Recourse*), 18.13 (*Extension; Waiver*), 18.14 (*Remedies*), 18.15 (*Escrow Account Waiver*) of the Business Combination Agreement are incorporated herein by reference and shall apply to this Agreement *mutatis mutandis*.

* * * * *

SCHEDULE 6.1.4(d)

CONTRIBUTION AND SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT

[***] (the "**Subscriber**"),

hereby subscribes to **[***]** Class A Shares (the "**Shares**") without nominal value, to be issued on or around **[***]** 2021 by 468 SPAC I SE, a European company (*Société Européenne*) incorporated under the laws of the Grand Duchy of Luxembourg having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg , Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B252939 (the "**Company**")

for a total subscription price of **[***]** whereof **[***]** shall be allocated to the share capital of the Company, and the remainder, to the share premium.

[The Shares so subscribed have been fully paid up by a contribution in kind consisting of **[***]** shares in **[A. VI Holding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Hamburg under HRB 163559 with registered office at Schauenburgerstraße 59, c/o Armira, Hamburg, Germany / A.VI Beteiligungs GmbH is a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 249934 with registered office at Grafenberger Allee 120, c/o Boxine GmbH, Düsseldorf, Germany]** (the "**Contribution Shares**"), together with all rights attaching to them, including the right to receive return of capital or any other distributions declared in exchange for which the Subscriber shall receive the Shares [and a payment in cash of [●]].] [***Note to Draft:*** *To be aligned with German transfer deeds.*]

The Subscriber confirms having full beneficial and legal ownership of the Contribution Shares, which are validly issued, fully paid up, free of all pledges, liens, encumbrances and any other restriction of any kind.

The Shares so subscribed shall, upon issuance be credited to the following account:

Account holder:	**[***]**
Account bank:	**[***]**
Securities account number:	**[***]**
BIC code:	**[***]**

This Agreement shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The Parties irrevocably agree that any disputes arising out of or in connection with this Agreement shall be submitted exclusively to the courts of the City of Luxembourg, Grand Duchy of Luxembourg.

[signature page follows]

[signature page to the subscription certificate for Class A Shares of 468 SPAC I SE]

THE SUBSCRIBER

[NAME]

_____ _____

By: By:

Title: Title:

[signature page to the subscription certificate for Class A Shares of 468 SPAC I SE]

THE COMPANY

468 SPAC I SE

By:	By:
Title:	Title:

SCHEDULE 16.1.1(c)-1

AMENDMENTS TO 468 SPAC GOVERNING DOCUMENTS
(ARTICLES OF ASSOCIATION)

[***Note to Draft:*** *As soon as reasonably practicable after the Signing Date, the Company and 468 SPAC shall amend the attached governing documents such that they reflect what is customary for a Luxembourg publicly listed company including to eliminate all special governance rights of the 468 SPAC Sponsors (or any other shareholder).*]

468 SPAC I SE

Europäische Gesellschaft

Sitz : 9, rue de Bitbourg, L-1273 Luxembourg, Großherzogtum Luxemburg

R.C.S. Luxemburg B 252939

KOORDINIERTE SATZUNG ZUM 29. APRIL 2021

A. NAME - PURPOSE - DURATION - REGISTERED OFFICE

Article 1 Name - Legal form

There exists a *société européenne* (*societas europaea)* under the name **468 SPAC I SE** (the "**Company**") which is governed by the law of 10 August 1915 on commercial companies, as amended (the "**Law**"), by the Council Regulation (EC) No 2157/2001 of 8 October 2001 on the Statute for a European Company (the "**Regulation**"), as well as by the present articles of association.

Article 2 Purpose

2.1 The Company's purpose is the acquisition of one operating business with principal business operations in a member state of the European Economic Area or the United Kingdom or Switzerland that is based in the technology and technology-enabled sector with a focus on the sub-sectors marketplaces, direct-to-consumer (D2C), and software & artificial intelligence through a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transaction (the "**Business Combination**").

2.2 Upon closing of the Business Combination, paragraph 2.1 shall cease to apply and the Company's purpose shall as from such time be the creation, holding, development and realisation of a portfolio, consisting of interests and rights of any kind and of any other form of investment in entities in the Grand Duchy of Luxembourg and in foreign entities, whether such entities exist or are to be created, especially by way of subscription, by purchase, sale, or exchange of securities or rights of any kind whatsoever, such as equity instruments, debt instruments as well as the administration and control of such portfolio.

2.3 The Company may further grant any form of security for the performance of any obligations of the Company or of any entity in which it holds a direct or indirect interest or right of any kind or in which the Company has invested in any other manner or which forms part of the same group of entities as the Company and lend funds or otherwise assist any entity in which it holds a direct or indirect interest or right of any

kind or in which the Company has invested in any other manner or which forms part of the same group of companies as the Company.

2.4 The Company may borrow in any form and may issue any kind of notes, bonds and debentures and generally issue any debt, equity and/or hybrid securities in accordance with Luxembourg law.

2.5 The Company may carry out any commercial, industrial, financial, real estate or intellectual property activities which it may deem useful in accomplishment of these purposes.

Article 3 Duration

3.1 The Company is incorporated for an unlimited period of time.

3.2 The Company may be dissolved at any time by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

Article 4 Registered office

4.1 The registered office of the Company is established in the City of Luxembourg, Grand Duchy of Luxembourg.

4.2 The management board may transfer the registered office of the Company within the same municipality or to any other municipality in the Grand Duchy of Luxembourg and, if necessary, subsequently amend these articles of association to reflect such change of registered office.

4.3 Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the management board.

4.4 In the event that the management board determines that extraordinary political, economic, health or social circumstances, natural disasters or pandemics have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances; such temporary measures shall not affect the nationality of the Company which, notwithstanding the temporary transfer of its registered office, shall remain a Luxembourg company.

4.5 The registered office of the Company may be transferred to another member state of the European Union in accordance with the provisions of the Regulation and the Law. Such transfer will not result in the winding-up of the Company or the creation of a new legal person.

B. SHARE CAPITAL – SHARES

Article 5 Share capital

5.1 The Company's share capital is set at six hundred thousand euro (EUR 600,000), represented by (i) seven million five hundred thousand (7,500,000) class B shares (the "**Class B Shares**", and the holders thereof being referred to as "**B Shareholders**") and (ii) thirty million (30,000,000) redeemable class A shares without nominal value (the "**Class A Shares**", and the holders thereof being referred to as "**A Shareholders**"). Any reference made hereinafter to the "**Shares**" shall be construed

as a reference to the Class A Shares and/or the Class B Shares, depending on the context and as applicable. The same construction applies to any reference made hereinafter to the "**Shareholders**" of the Company.

5.2 The Company's share capital may be increased or reduced by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association or as otherwise set out in these articles of association.

5.3 Any new shares to be paid for in cash shall be offered by preference to the existing Shareholders holding shares within the class in which the new shares are being issued. In case of a plurality of Shareholders, such shares shall be offered to the Shareholders in proportion to the number of shares held by them in the Company's share capital and more specifically, the share class concerned. The management board shall determine the time period during which such preferential subscription right may be exercised, which may not be less than fourteen (14) days from the date of dispatch of a registered mail or any other means of communication individually accepted by the addressees and ensuring access to the information sent to the shareholders announcing the commencement of the subscription period. The general meeting of shareholders may limit or cancel the preferential subscription right of the existing shareholders subject to quorum and majority required for an amendment of these articles of association. The management board may limit or cancel the preferential subscription right of the existing Shareholders in accordance with Article 6 hereof.

5.4 If after the end of the subscription period not all of the preferential subscription rights offered to the existing Shareholders have been subscribed by the latter, third parties may be allowed to participate in the share capital increase, except if the management board with the consent of the supervisory board decides that the preferential subscription rights shall be offered to the existing Shareholders who have already exercised their rights during the subscription period, in proportion to the portion their shares represent in the share capital; the modalities for the subscription are determined by the management board with the consent of the supervisory board. The management board with the consent of the supervisory board may also decide in such case that the share capital shall only be increased by the amount of subscriptions received by the existing shareholders of the Company.

5.5 The Company may repurchase its shares subject to the provisions of the Law. Class B Shares are not redeemable.

Article 6 Authorised capital

6.1 The authorised capital, excluding the issued share capital, is set at eleven million four hundred sixty-three thousand four hundred fifty-six euro (EUR 11,463,456), consisting of seven hundred sixteen million four hundred sixty-six thousand (716,466,000) Class A Shares without nominal value. During a period of five (5) years from the date of incorporation or any subsequent resolutions to create, renew or increase the authorised capital pursuant to this Article, the management board with the consent of the supervisory board is hereby authorised to issue Class A Shares, to grant options or warrants to subscribe for Class A Shares and to issue any other instruments giving access to shares within the limits of the authorised capital to such persons and on such terms as they shall see fit and specifically to proceed to such issue with removal or limitation of the preferential right to subscribe to the shares issued for the existing shareholders, and it being understood, that any issuance of such instruments will reduce the available authorised capital accordingly. For the avoidance of doubt, with respect to warrants issued by the Company, the five (5) year limit applies to the

issuance thereof and it is understood that the exercise of such warrants may occur after the expiration of the authorisation. Such Class A Shares may also be issued under the authorized capital against contribution in kind, in particular the contribution of a target business under the Business Combination. The Company has issued ten million (10,000,000) class A warrants and six million four hundred thousand (6,400,000) class B warrants, which reduce the available authorised capital accordingly.

6.2 The authorised capital of the Company may be increased or reduced by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

6.3 The above authorisation may be renewed through a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association and subject to the provisions of the Law, each time for a period not exceeding five (5) years.

Article 7 Shares – Form of Shares - Transfer of Shares

7.1 The Class B Shares of the Company are in registered form.

7.2 A register of Class B Shares shall be kept at the registered office of the Company, where it shall be available for inspection by any Shareholder. This register shall contain all the information required by the Law. Ownership of Class B Shares is established by registration in said share register. Certificates evidencing registrations made in the register with respect to a Shareholder shall be issued upon request and at the expense of the relevant Shareholder.

7.3 The Class A Shares shall exist in dematerialised form (*titres dématérialisés*) pursuant to Article 430-7 of the Law, and in accordance with the law of 6 April 2013 on dematerialisation of securities (the "**Dematerialisation Law**"). All future A Shares to be issued by the Company shall be in dematerialised form, whereas any B Shares issued shall be in registered form.

7.4 The dematerialised shares are only represented, and the ownership of such shares is only established by a record in the name of the shareholder in a securities account. The dematerialised shares issued by the Company shall be recorded at all times in a securities issuance account with a securities settlement system, which shall be determined by the management board (the "**Settlement Organisation**"). The securities issuance account shall indicate the identification elements of these dematerialised shares, the quantity issued and any subsequent changes thereto. The Settlement Organisation may issue or request the Company to issue certificates relating to dematerialised shares for the purpose of international circulation of securities.

7.5 The Class A Shares are freely transferable in accordance with the legal requirements for the dematerialised shares, which transfer shall occur by book entry transfer (*virement de compte à compte*).

7.6 The Class B Shares are not transferable, assignable or sellable other than (a) to the members of the management board or supervisory board or, in case an advisory board is established at the level of the Company, the members of such advisory board, any affiliates or family members of any members of the management board or supervisory board, any members or partners of 468 SPAC Sponsors GmbH & Co. KG, or their affiliates, any affiliates of 468 SPAC Sponsors GmbH & Co. KG, or any

employees of such affiliates; (b) in the case of an individual, by gift to a member of one of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family, an affiliate of such person or to a charitable organization; (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, pursuant to a qualified domestic relations order; (e) by private sales or transfers made in connection with the consummation of the Business Combination at prices no greater than the price at which the Class B Shares were originally purchased; (f) in the form of pledges, charges or any other security interest granted to any lenders or other creditors; (g) pursuant to enforcement of any security interest entered into in accordance with (f); (h) by virtue of the organizational documents of 468 SPAC Sponsors GmbH & Co. KG, upon liquidation or dissolution of 468 SPAC Sponsors GmbH & Co. KG; (i) to the Company for no value for cancellation in connection with the consummation of the Business Combination; (j) in the event of the liquidation of the Company prior to the completion of the Business Combination; or (k) in the event of the completion of a liquidation, merger, share exchange or other similar transaction concerning the Company which results in all of the holders of Class A Shares having the right to exchange their Class A Shares for cash, securities or other property subsequent to the completion of the Business Combination provided, however, that in the case of clauses (a) through (g) these permitted transferees (the "**Permitted Transferees**") must enter into a written agreement agreeing to be bound by the same transfer restrictions.

7.7 For the purposes of identifying the holders of Class A Shares, the Company may, at its expense, request from the Settlement Organisation the name or the denomination, nationality, date of birth or date of incorporation and the address of the holders of the Class A Shares in its books which immediately confers or may confer in the future voting rights at the Company's general meetings of shareholders, together with the quantity of Class A Shares held by each of them and, where applicable, the restrictions the Class A Shares may be subject to. The Settlement Organisation shall provide the Company with the identification data on the holders of the securities accounts it has in its books and the number of Class A Shares held by each of them. The same information on the holders of Class A Shares shall be collected by the Company from the account keepers or other persons, whether from Luxembourg or abroad, who keep a securities account credited with the relevant Class A Shares with the Settlement Organisation.

7.8 The Company may request the persons indicated on the lists given to it or identified pursuant to Article 7.7 above to confirm that they hold the Class A Shares for their own account.

7.9 Where a person holding an account with the Settlement Organisation, or a person who holds an account with an account keeper or a foreign account keeper fails to communicate information requested by the Company within two (2) months as from the request by the Company pursuant to Article 7.7 above or if that person communicates incomplete or incorrect information regarding the capacity in which he is holding the Class A Shares and/or the quantity of the Class A Shares held by that person, the Company may suspend the voting rights up to the amount of the Class A Shares for which information requested was incorrect and/or incomplete or not received, until complete and correct information about the Class A Shares held by such person is well received by the Company.

7.10 The Company will recognize only one holder per share. In case a share is owned by several persons, they shall appoint a single representative who shall represent them

towards the Company. The Company has the right to suspend the exercise of all rights attached to that share until such representative has been appointed.

7.11 Death, suspension of civil rights, dissolution, bankruptcy or insolvency or any other similar event regarding any of the shareholders shall not cause the dissolution of the Company.

Article 8 Conversion of Class B Shares

8.1 Subject to the completion of the Business Combination, all Class B Shares are automatically converted into Class A Shares at a ratio of one Class A Share for one Class B Share on the trading day following the first anniversary of the Business Combination or earlier if, at any time, the closing price of the Class A Shares equals or exceeds twelve euro (EUR 12.-) for any 20 trading days within any 30-trading day period.

8.2 The management board is authorised to take any necessary measures to acknowledge the conversion of class B shares into redeemable class A Shares and subsequently amend the articles of association of the Company (and notable represent the shareholders and the Company in front of a notary to acknowledge the conversion and enact the resulting change to the articles of association) as well as to ensure the recording of the Class B Shares converted into A Shares in the single issuance account.

Article 9 Redemption of Class A Shares

9.1 Class A Shares are redeemable in accordance with Article 430-22 of the Law, these articles of association and, in particular, this Article 9 and Article 31.

9.2 Class A Shareholders may request redemption of all or a portion of their Class A Shares in connection with the Business Combination, subject to the conditions and procedures set forth in this Article 9. Class A Shares, for which a Class A Shareholder has requested redemption, will be redeemed only if all of the conditions set forth in this Article 9 are complied with.

9.3 Only fully paid up Class A Shares may be redeemed and the redemption can only be made by using sums available for distribution in accordance with Articles 430-22 and 461-2 of the Law, or the proceeds of a new issue made for the purpose of such redemption.

9.4 Class A Shares will be redeemed under the following conditions, (i) the Business Combination is approved by the general meeting of shareholders and subsequently consummated, (ii) a holder of Class A Shares notifies the Company of its request to redeem a portion or all of its Class A Shares in writing by completing a form approved by the management board for this purpose that will be included with the convening notice for the general meeting of shareholders and such notification is received by the Company not earlier than the publication of the notice convening the general meeting of shareholders for the approval of the Business Combination and not later than two business days prior to the date of the general meeting of shareholders convened for the purpose of approving the Business Combination, and (iii) the holder of Class A Shares transfers its Class A Shares to a trust depositary account specified by the Company in the notice convening the general meeting of shareholders.

9.5 If a Business Combination is not approved by the general meeting of shareholders, or not consummated (i) no Class A Shares shall be redeemed and (ii) any Class A

Shares tendered for redemption shall be returned to the account specified by the holder of such Class A Shares.

9.6 Each Class A Share that is redeemed shall be redeemed in cash for a price equal to (a) the aggregate amount on deposit in the escrow account established at Joh. Berenberg, Gossler & Co. KG, or any successor entity thereof, by 468 SPAC I Advisors GmbH & Co. KG, an affiliate of the Company, containing the proceeds from the private placement of the Class A Shares and warrants as well as the proceeds from an additional subscription for Class B Shares by 468 SPAC Sponsors GmbH & Co. KG (the "**Escrow Account**") at the time of the expiry of the Acquisition Period (as defined below) reduced by the portion of the subscription price of Class B Shares and class B warrants on deposit in the Escrow Account, if any, that has not been used to cover negative interest on the Escrow Account *divided by* (b) the number of the then outstanding Class A Shares, subject to (i) the availability of sufficient amounts on the Escrow Account and (ii) sufficient distributable profits and reserves of the Company.

9.7 Following their redemption, Class A Shares shall bear no voting rights, and shall have no rights to receive dividends or liquidation proceeds, which shall be allocated to the other Shareholders in accordance with these articles of association. The Class A Shareholders grant an irrevocable power of attorney to the management board to make any statement, sign all documents, represent the shareholders in front of a Luxembourg notary and do everything which is lawful, necessary or useful in view of the share redemption in accordance with this Article 9.7 and to proceed, in accordance with the requirements of Luxembourg law, to any registration and filing thereof.

9.8 Holders of Class A Shares may withdraw their notice to redeem their Class A Shares in respect of all or a portion of the Class A Shares tendered for redemption by delivering to the Company a withdrawal notice, any time up to two business day prior to the general meeting of shareholders convened for the approval of the Business Combination. Any Class A Shares in respect of which such redemption notice is validly withdrawn (i) will not be redeemed, (ii) will be temporarily held by the Company on behalf of such Class A Shareholder and (iii) will be returned to the account specified by such Class A Shareholder following the general meeting of shareholders convened for the approval of the Business Combination.

C. GENERAL MEETING OF SHAREHOLDERS

Article 10 Powers of the general meeting of shareholders

10.1 The shareholders exercise their collective rights in the general meeting of shareholders. Any regularly constituted general meeting of shareholders of the Company shall represent the entire body of shareholders of the Company. The general meeting of shareholders is vested with the powers expressly reserved to it by the Law and by these articles of association.

Article 11 Convening of general meetings of shareholders

11.1 The general meeting of shareholders of the Company may at any time be convened by the management board or the supervisory board, to be held at such place and on such date as specified in the notice of such meeting in accordance with the provisions of the Law and these articles of association, and in the event that shares of the Company are listed on a foreign stock exchange, in accordance with the publicity requirements of such foreign stock exchange applicable to the Company.

11.2 The management board shall convene the annual general meeting of shareholders within a period of six (6) months after the end of the Company's financial year. Other meetings of shareholders may be held at such place and time as may be specified in the respective notices of meeting.

11.3 The general meeting of shareholders must be convened by the management board or the supervisory board, upon the written request by one or several Shareholders representing at least ten percent (10%) of the Company's issued share capital. In such case, a general meeting of shareholders must be convened and shall be held within a period of one (1) month from the receipt of such request.

11.4 If following a request made under Article 11.3, a general meeting is not held in due time and such Shareholder's may request the president of the district court (*Tribunal d'Arrondissement*) dealing with commercial matters and sitting as in urgency matters to appoint a delegate which will convene the general shareholders' meeting.

11.5 The convening notice for any general meeting of shareholders must contain the agenda of the meeting, (a) the place, date and time of the meeting, (b) the description of the procedures that Shareholders must comply with in order to be able to participate and cast their votes in the general meeting, (c) statement of the record date and the manner in which shareholders have to register and a statement that only those who are Shareholders on that date shall have the right to participate and vote in the general meeting, (d) indication of the postal and electronic addresses where and how the full unbridged text of the documents to be submitted to the general meeting and the draft resolutions may be obtained and (e) indication of the address of the internet site on which this information is available. Such notice shall take the form of announcements published (i) at least thirty (30) days before the meeting, in the *Recueil Electronique des Sociétés et Associations* and in a Luxembourg newspaper and (ii) in a manner ensuring fast access to it on a non-discriminatory basis in such media as may reasonably be relied upon for the effective dissemination of information throughout the European Economic Area. A notice period of at least seventeen (17) days applies, in case of a second or subsequent convocation of a general meeting convened for lack of quorum required for the meeting convened by the first convocation, provided that this Article 11.5 has been complied with for the first convocation and no new item has been put on the agenda. In case the Shares are listed on a foreign stock exchange, the notices shall in addition be published in such other manner as may be required by laws, rules or regulations applicable to such stock exchange from time to time.

11.6 One or several Shareholders, representing at least five percent (5%) of the Company's issued share capital, may (i) request to put one or several items to the agenda of any general meeting of shareholders, provided that such item is accompanied by a justification or a draft resolution to be adopted in the general meeting, or (ii) table draft resolutions for items included or to be included on the agenda of the general meeting. Such requests must be sent to the Company's registered office in writing by registered letter or electronic means at least twenty-two (22) days prior to the date of the general meeting and include the postal or electronic address of the sender. In case such request entails a modification of the agenda of the relevant meeting, the Company will make available a revised agenda at least fifteen (15) days prior to the date of the general meeting.

11.7 If provided for in the relevant convening notice, Shareholders may participate in a general meeting by electronic means, ensuring, notably, any or all of the following forms of participation: (i) a real-time transmission of the general meeting; (ii) a real-time two-way communication enabling shareholders to address the Shareholders'

meeting from a remote location; and (iii) a mechanism for casting votes, whether before or during the general meeting, without the need to appoint a proxy who is physically present at the meeting. Any Shareholder which participates in a general meeting shall be counted for the purposes of the quorum and majority requirements. The use of electronic means allowing Shareholders to take part in a general meeting may be subject only to such requirements as are necessary to ensure the identification of Shareholders and the security of the electronic communication, and only to the extent that they are proportionate to achieving that objective.

11.8 If all Shareholders are present or represented, the general meeting may be held without prior notice or publication.

11.9 The provisions of the Law are applicable to general meetings. The management board may determine other terms or set conditions that must be respected by a shareholder to participate in any meeting of Shareholders in the convening notice (including, but not limited to, longer notice periods).

11.10 A shareholder may act at any general meeting of shareholders by appointing another person, who does not need to be a Shareholder, as his proxy in writing by a signed document transmitted to the Company by mail or facsimile or by any other means of communication authorised by the management board. One person may represent several or all Shareholders.

11.11 A board of the meeting (*bureau*) shall be formed at any general meeting of shareholders, composed of a chairman, a secretary and a scrutineer, each of whom shall be appointed by the general meeting of shareholders and who do not need to be Shareholders nor members of the management board or of the supervisory board. The board of the meeting shall ensure that the meeting is held in accordance with applicable rules and, in particular, in compliance with the rules in relation to convening the meeting, majority requirements, vote tallying and representation of Shareholders.

11.12 An attendance list must be kept at any general meeting of shareholders.

11.13 Each Shareholder may vote at a general meeting of shareholders through a signed voting form sent by post, electronic mail, facsimile or by any other means of communication authorised by the management board to the Company's registered office or to the address specified in the convening notice. The Shareholders may only use voting forms provided by the Company which contain at least the place, date and time of the meeting, the agenda of the meeting, the proposals submitted to the resolution of the meeting as well as for each proposal three boxes allowing the Shareholder to vote in favour of or against the proposed resolution or to abstain from voting thereon by ticking the appropriate boxes. The Company will only take into account voting forms received prior to the general meeting of shareholders to which they relate.

11.14 Within fifteen (15) days following the general meeting of Shareholders, the Company shall publish on its website the voting results.

Article 12 Admission

12.1 If shares of the Company are listed on a stock exchange, any Shareholder who holds one or more Share(s) of the Company at 24:00 o'clock (midnight Luxembourg time) on the date falling fourteen (14) days prior to (and excluding) the date of the general meeting (the "**Record Date**") shall be admitted to the relevant general meeting of shareholders. Any Shareholder who wishes to attend the general meeting must inform

the Company thereof at the latest on the Record Date, in a manner to be determined by the management board in the convening notice. In case of Shares held through a Settlement Organisation or with a professional depository or sub-depository designated by such depository, a holder of Shares wishing to attend a general meeting of shareholders should receive from such operator or depository or sub-depository a certificate certifying the number of shares recorded in the relevant account on the Record Date. The certificate should be submitted to the Company at its registered address no later than three (3) business days prior to the date of the general meeting. In the event that the Shareholder votes through proxies, the proxy has to be deposited at the registered office of the Company at the same time or with any agent of the Company, duly authorised to receive such proxies. The management board may set a shorter period for the submission of the certificate or the proxy.

12.2 With respect to shares which are not listed on a stock exchange, any Shareholder who holds one or more of such non-listed Share(s) of the Company, who is registered in the share register of the Company relating to such non-listed shares on the Record Date, shall be admitted to the relevant general meeting.

Article 13 Quorum and Majority

13.1 Each Share entitles the holder thereof to one vote, subject to the provisions of the Law. Unless otherwise required by law or by these articles of association, resolutions at a general meeting of shareholders duly convened are adopted by a simple majority of the votes validly cast, regardless of the portion of capital represented.

13.2 Subject to the provisions of the Law, any amendment of the articles of association requires a majority of at least two-thirds of the votes validly cast at a general meeting at which at least half of the share capital is present or represented, in case the second condition is not satisfied, a second meeting may be convened in accordance with the Law, which may deliberate regardless of the proportion of the capital represented and at which resolutions are taken at a majority of at least two-thirds of the votes validly cast. Abstention and nil votes will not be taken into account for the calculation of the majority.

13.3 The Shareholders may change the nationality of the Company only by a majority of two-thirds of the votes validly cast at a general meeting at which at least half of the share capital is present or represented.

13.4 For as long as the Company has different classes of Shares, and when the deliberations of the general meeting of shareholders would be susceptible to modify the respective rights of such share classes, the applicable quorum and majority requirements must be met in each of the Share classes.

Article 14 Adjourning general meetings of shareholders

14.1 The management board may adjourn any general meeting of shareholders already commenced, including any general meeting convened in order to resolve on an amendment of the articles of association, for a period of four (4) weeks. The management board must adjourn any general meeting of shareholders already commenced if so required by one or several Shareholders representing at least ten percent (10%) of the Company's issued share capital. By such an adjournment of a general meeting of shareholders already commenced, any resolution already adopted in such meeting will be cancelled. For the avoidance of doubt, once a meeting has been adjourned pursuant to the second sentence of this Article 14, the management board shall not be required to adjourn such meeting a second time.

Article 15 Minutes of general meetings of shareholders

15.1 The board (*bureau*) of any general meeting of shareholders shall draw up minutes of the meeting which shall be signed by the members of the board of the meeting as well as by any Shareholder who requests to do so.

15.2 Any copy and excerpt of such original minutes to be produced in judicial proceedings or to be delivered to any third party shall be signed by the chairman or the co-chairman of the management board or by any two of its members.

Article 16 Business Combination

16.1 The completion of the Business Combination is referred to herein as the "**Consummation**". The Company will promptly notify the shareholders upon the occurrence of the Consummation.

16.2 If the management board identifies a suitable target for a proposed Business Combination that it wishes to submit to a general meeting of shareholders for approval, it shall (i) hold a board meeting to approve such proposed Business Combination and the submission thereof to the general meeting of shareholders and, (ii) following the approval of the supervisory board, convene a general meeting of shareholders to approve the proposed Business Combination.

16.3 The Company will only proceed with a proposed Business Combination if the general meeting of shareholders convened to deliberate thereupon approves the proposed Business Combination by a majority of the votes validly cast (without taking into account any abstentions or nil votes). No quorum requirement exists for such general meeting of shareholders.

D. MANAGEMENT

Article 17 Dual management and supervisory structure

17.1 The Company's management shall be subject to Articles 442-1 to 442-19 of the Law, unless otherwise provided in these articles of association.

17.2 The Company shall be managed by a management board which exercises its functions under the control of a supervisory board.

Article 18 Composition and powers of the Management Board, rules of procedure

18.1 The management board is composed of at least three (3) members.

18.2 The management board is vested with the broadest powers to act in the name of the Company and to take any action necessary or useful to fulfil the Company's corporate purpose, with the exception of the powers reserved by the Law or by these articles of association to the supervisory board or to the general meeting of shareholders.

18.3 The management board shall determine its own rules of procedure and may create one or several committees. The composition and the powers of such committees, the terms of the appointment, removal, remuneration and duration of the mandate of its/their members, as well as its/their rules of procedure are determined by the management board. The management board shall be in charge of the supervision of the activities of the committee(s). For the avoidance of doubt, such committees shall not constitute management committee in the sense of Article 441-11 of the Law.

18.4 The following actions and transactions in relation to the Company's management require an express decision of the supervisory board of the Company:

- o Issuance of Class A Shares, granting options to subscribe for Class A Shares and to issue any other instruments, such as convertible warrants, giving access to Shares under the authorized capital
- o Proposal of a Business Combination to the shareholders;
- o Material transactions with related parties in accordance with the provisions of the shareholder rights law
- o Modification of the fields of business of the Company and the termination of existing and commencement of new fields of business;
- o Encumbrance of shares in material companies as well as liquidation of material companies;
- o amendments to the appointment, removal and term of office of members of the management board;
- o institution and termination of court cases or arbitration proceedings involving an amount in controversy of more than EUR 1 million in the individual case; and
- o acquisition, sale and encumbrance of real estate and similar rights or rights in real estate with a value of more than nine million euro (EUR 9,000,000) in the individual case.

18.5 The management board may pass unanimous resolutions by circular means when expressing its approval in writing (including by electronic mail). The members may express their consent separately on one or several documents. The date of such resolutions shall be the date of the last signature.

Article 19 Daily management

19.1 The daily management of the Company as well as the representation of the Company in relation to such daily management may be delegated to one or several members of the management board, officers or other agents, but not to supervisory board members, acting individually or jointly. Their appointment, removal and powers shall be determined by a resolution of the management board.

19.2 The Company may also grant special powers by notarised proxy or private instrument.

Article 20 Appointment, removal and term of office of members of the management board

20.1 The members of the management board shall be appointed by the supervisory board The term of office of a member of the management board may not exceed five (5) years. Members of the management board may also be re-appointed for successive terms.

20.2 Any member of the management board may be removed from office at any time, with or without cause by the supervisory board.

20.3 If a legal entity is appointed as member of the management board of the Company, such legal entity must designate a physical person as permanent representative who shall perform this role in the name and on behalf of the legal entity. The relevant legal entity may only remove its permanent representative if it appoints a successor at the same time. An individual may only be a permanent representative of one (1) member of the management board of the Company and may not be himself a member of the management board of the Company at the same time. An individual cannot be a permanent representative of a member of the management board of the Company and of a member of the supervisory board of the Company at the same time.

Article 21 Vacancy in the office of a member of the management board

21.1 In the event of a vacancy in the office of a member of the management board because of death, legal incapacity, bankruptcy, resignation or otherwise, this vacancy may be filled on a temporary basis and for a period of time not exceeding the initial mandate of the replaced member of the management board by the remaining members of the management board until the next meeting of the supervisory board, which shall resolve on the permanent appointment in compliance with the applicable legal provisions.

21.2 Alternatively, the supervisory board may temporarily appoint one (1) of its members in order to exercise the functions of a member of the management board. His mandate as member of the supervisory board is suspended for the time of his appointment as member of the management board.

Article 22 Conflict of interest

22.1 Save as otherwise provided by the Law, any member of the management board who has, directly or indirectly, a financial interest conflicting with the interest of the Company in connection with a transaction falling with the competence of the management board, must inform the management board of such conflict of interest and must have his declaration recorded in the minutes of the meeting of the management board. The relevant member of the management board may neither take part in the discussions relating to such transaction nor vote on such transaction. Any such conflict of interest must be reported to the next general meeting of shareholders prior to such meeting taking any resolution on any other item.

22.2 Where, by reason of conflicting interests, the number of members of the management board required in order to validly deliberate is not met, the management board may decide to submit the decision on this specific item to the general meeting of shareholders.

22.3 The conflict of interest rules shall not apply where the decision of the management board relates to day-to-day transactions entered into under normal conditions.

22.4 The daily manager(s) of the Company, if any, are subject to Articles 22.1 to 22.3 of these articles of association provided that if only one (1) daily manager has been appointed and is in a situation of conflicting interests, the relevant decision shall be adopted by the management board.

Article 23 Dealing with third parties

23.1 The Company shall be bound towards third parties in all circumstances (i) by the joint signature of any two (2) members of the management board or (ii) by the joint

signature or the sole signature of any person(s) to whom such signatory power may have been delegated by the management board within the limits of such delegation.

23.2 Within the limits of the daily management, the Company shall be bound towards third parties by the signature of any person(s) to whom such power may have been delegated, acting individually or jointly in accordance within the limits of such delegation.

Article 24 Composition and powers of the Supervisory Board - Rules of procedures – Board committees

24.1 The supervisory board shall be in charge of the permanent supervision and control of the Company's management by the management board. It may in no case interfere with such management. The supervisory board determines its rules of procedure in a resolution and establishes such rules in writing. The rules of procedures of the management board may provide for consent requirements of the supervisory board.

24.2 The supervisory board has an unlimited right of information regarding all operations of the Company and may inspect any of the Company's documents. It may request the management board to provide any information necessary for exercising its functions and may directly or indirectly proceed to all verifications which it may deem useful in order to carry out its duties.

24.3 At least every three (3) months, the management board provides a written report to the supervisory board on the business of the Company and the foreseeable future development thereof. In addition, the Management Board shall promptly pass to the supervisory board any information on events likely to have an appreciable influence on the situation of the Company.

24.4 The supervisory board shall be composed of at least three (3) members. The supervisory board may elect among its members a chairman of the supervisory board. It may also choose a secretary who does not need to be a shareholder or a member of the supervisory board.

24.5 A member of the management board cannot be a member of the supervisory board at the same time.

24.6 The supervisory board may establish committees as it deems fit or as required by law or any other regulations applicable to it. The supervisory board shall determine the purpose, powers and authorities as well as the procedures and such other rules as may be applicable for all committees which are established.

24.7 The supervisory board may pass unanimous resolutions by circular means when expressing its approval in writing (including by electronic mail). The members may express their consent separately on one or several documents. The date of such resolutions shall be the date of the last signature.

Article 25 Appointment, removal and term of office of members of the supervisory board

25.1 Members of the supervisory board shall be appointed by the general meeting of shareholders which shall determine their remuneration and term of office. Prior to the Consummation of a Business Combination, they shall be appointed by the general meeting of shareholders, from a list of candidates proposed jointly by the B Shareholders.

25.2 The term of office of a member of the supervisory board may not exceed a period of three (3) years. The year of appointment does not count towards the third year. Members of the supervisory board may be re-appointed for successive terms.

25.3 Any member of the supervisory board may be removed from office at any time, with or without cause by the general meeting of shareholders at a two-thirds majority vote of the Shares present or represented.

25.4 If a legal entity is appointed member of the supervisory board of the Company, such legal entity must designate an individual as permanent representative who shall perform this role in the name and on behalf of the legal entity. The relevant legal entity may only remove its permanent representative if it appoints a successor at the same time. An individual may only be a permanent representative of one (1) member of the supervisory board and may not be a member of the supervisory board at the same time. An individual cannot be a permanent representative of a member of the supervisory board and of a member of the management board at the same time.

25.5 In the event of a vacancy in the office of a member of the supervisory board because of death, legal incapacity, bankruptcy, retirement or otherwise, this vacancy may be filled on a temporary basis and for a period not exceeding the initial mandate of the replaced member of the supervisory board, by the remaining members of the supervisory board until the next general meeting of shareholders which shall resolve on a permanent appointment in compliance with the applicable legal provisions.

25.6 If the total number of members of the supervisory board falls below three (3) or below such higher minimum set by these articles of association, as applicable, such vacancy must be filled without undue delay.

Article 26 Conflicts of interest

The provisions of Article 22 of these articles of association apply *mutatis mutandis* to the conflicts of interest at the level of the supervisory board.

E. AUDIT AND SUPERVISION

Article 27 Auditor(s)

27.1 The transactions of the Company shall be supervised by one or several independent auditors (*réviseur(s) d'entreprises agréé(s)*) in accordance with applicable law.

27.2 The independent auditor(s) shall be appointed by the general meeting of shareholders which shall determine their number, fix their remuneration, and their term of office, which may not exceed six (6) years. A former or current independent auditor may be reappointed by the general meeting of shareholders.

27.3 An independent auditor may only be removed by the general meeting of shareholders for cause or with his approval.

F. FINANCIAL YEAR – ANNUAL ACCOUNTS – ALLOCATION OF PROFITS – Interim Dividends

Article 28 Financial year

The financial year of the Company shall begin on the first of January of each year and shall end on the thirty-first of December of the same year.

Article 29 Annual accounts and allocation of profits

29.1 At the end of each financial year, the accounts are closed and the management board draws up an inventory of the Company's assets and liabilities, the balance sheet and the profit and loss accounts in accordance with the law.

29.2 Of the annual net profits of the Company, five per cent (5%) at least shall be allocated to the legal reserve. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of such reserve amounts to ten per cent (10%) of the share capital of the Company.

29.3 Sums contributed to a reserve of the Company may also be allocated to the legal reserve.

29.4 In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed ten per cent (10%) of the share capital.

29.5 Upon recommendation of the management board, the general meeting of shareholders shall determine how the remainder of the Company's profits shall be used in accordance with the Law and these articles of association. In the event that distributions are made prior to the date of the Consummation of the Business Combination,

(i) If the distribution declared does not exceed one eurocent (EUR 0.01) per share, then each share shall be entitled to receive the same amount to the extent such amount does not exceed one eurocent (EUR 0.01) per share; and

(ii) if the distribution exceeds one eurocent (EUR 0.01) per share, then (a) each share shall receive a dividend of one eurocent (EUR 0.01) and (b) for the remainder, each Class A Share shall be entitled to receive the same fraction of the distribution (and each Class B Shares shall be entitled to none of the distribution).

29.6 In the event that distributions are made after the date of Consummation, each share shall be entitled to receive the same amount per Share.

29.7 The payment of the dividends to a depositary operating principally with a Settlement Organisation in relation to transactions on securities, dividends, interest, matured capital or other matured monies of securities or of other financial instruments being handled through the system of such depositary discharges the Company. Said depositary shall distribute these funds to his depositors according to the amount of securities or other financial instruments recorded in their name.

29.8 Dividends, which have not been claimed within five (5) years after the date on which they became due and payable, revert back to the Company.

Article 30 Interim dividends - Share premium and assimilated premiums

30.1 The management board may proceed with the payment of interim dividends subject to the provisions of the Law and these articles of association.

30.2 Any share premium, assimilated premium or other distributable reserve may be freely distributed to the Shareholders subject to the provisions of the Law and these articles of association.

30.3 Notwithstanding the foregoing and subject to the Law, the management board may in particular make use of any sums contributed to the share premium to (i) redeem or repurchase shares in accordance with Article 9 and Article 31 of these articles of association, and/or (ii) convert any amount thereof into share capital in order to issue shares upon the exercise of warrants issued by the Company, at the discretion of the management board and limiting or suppressing the preferential subscription right of existing Shareholders

30.4 The management board shall create a specific reserve in respect of the exercise of any class A warrants or class B warrants issued by the Company (the "**Warrant Reserve**") and allocate and transfer sums contributed to the share premium and/or any other distributable reserve of the Company to such Warrant Reserve. The management board may, at any time, fully or partially convert amounts contributed to such Warrant Reserve to pay for the subscription price of any Class A Shares to be issued further to an exercise of class A warrants or class B warrants issued by the Company. Only in case of failure by the Company to secure a Business Combination before the expiry of the imparted time, the Warrant Reserve may be used for redemption of Class A Shares, in case where other available reserves are not sufficient. The Warrant Reserve is not distributable or convertible prior to the exercise, redemption or expiration of all outstanding class A warrants and class B warrants and may only be used to pay for the Class A Shares issued pursuant to the exercise of such class A warrants and class B warrants; thereupon, the Warrant Reserve will become a distributable reserve.

G. Redemption Prior to Liquidation

Article 31 Redemption of Class A Shares prior to Liquidation

31.1 If the Company fails to consummate a Business Combination, the Company shall, as promptly as reasonably possible, redeem all of the then outstanding Class A Shares in accordance with Article 430-22 of the Law. In the event of liquidation prior to the date of Consummation, the Company shall redeem all of the then outstanding Class A Shares immediately prior to the opening of such liquidation.

31.2 Article 9.3 applies *mutatis mutandis* in case of redemption as per Article 31.1. In addition, the Company shall redeem the then outstanding Class A Shares at a per-share price payable in accordance with Article 9.3 and equal to (a) the aggregate amount on deposit in the Escrow Account at the time of the expiry of the Acquisition Period (as defined below) reduced by the portion of the subscription price of Class B Shares and class B warrants on deposit in the Escrow Account, if any, that has not been used to cover negative interest on the Escrow Account *divided by* (b) the number of the then outstanding Class A Shares.

In case not all of Class A Shares can be redeemed in accordance with article 32.1 because there are no sufficient distributable reserves, distribution shall be made in priority to the holders of the remaining outstanding Class A Shares for any amounts remaining in the Escrow Account.

H. Liquidation

Article 32 Liquidation

32.1 In the event of dissolution of the Company in accordance with Article 3.2 of these articles of association, the liquidation shall be carried out by one or several liquidators who are appointed by the general meeting of shareholders deciding on such

dissolution and which shall determine their powers and their compensation. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

32.2 Prior to Consummation and following the redemption of Class A Shares in accordance with Article 31.2, the surplus resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the Shareholders in proportion to the number of Class B Shares held by them. After Consummation and following the redemption of Class A Shares in accordance with Article 31.2, the surplus resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the Shareholders, *mutatis mutandis*, in accordance with Article 29.6 hereof.

32.3 If no Consummation has occurred within twenty-four (24) months of the date on which trading in Class A Shares formally commences on the Frankfurt Stock Exchange in connection with the IPO or twenty-seven (27) months in the event that the Company enters into a binding agreement with a seller of a target company within those initial twenty-four (24) months (the "**Acquisition Period**"), the management board shall promptly upon expiration of the Acquisition Period convene a general meeting of shareholders for the purpose of resolving on the Company's dissolution and liquidation of the Company in accordance with the Regulation, the Law and these articles of association.

I. Final clause - GOVERNING law

Article 33 Governing law

All matters not governed by these articles of association shall be determined in accordance with the Law and the Regulation.

Folgt die deutsche Übersetzung des vorangehenden Textes:

A. NAME - ZWECK - DAUER - SITZ

Artikel 1 Name - Rechtsform

Es besteht eine Europäische Gesellschaft (*societas europaea)* mit dem Namen **468 SPAC I SE** (die „**Gesellschaft**"), welche dem Gesetz vom 10. August 1915 über Handelsgesellschaften in seiner aktuellen Fassung (das „**Gesetz von 1915**"), der Verordnung (EG) Nr. 2157/2001 des Rates vom 8. Oktober 2001 über das Statut der Europäischen Gesellschaft (SE) (die „**Verordnung**"), sowie dieser Satzung unterliegt.

Artikel 2 Zweck der Gesellschaft

2.1 Zweck der Gesellschaft ist der Erwerb eines operativen Unternehmens mit Hauptgeschäftsbetrieb in einem Mitgliedsstaat des Europäischen Wirtschaftsraums oder im Vereinigten Königreich oder in der Schweiz, das im Technologie- und technologiegestützten Sektor oder im mit Schwerpunkt auf den Teilsektoren Marketplace, direct-to-consumer (D2C) und Software & künstliche Intelligenz angesiedelt ist, durch Fusion, Aktientausch, Aktienkauf, Erwerb von Vermögenswerten, Umstrukturierung oder eine ähnliche Transaktion (der „**Geschäftszusammenschluss**").

2.2 Nach Abschluss des Geschäftszusammenschlusses, findet Absatz 2.1 keine Anwendung mehr und der Zweck der Gesellschaft ist ab diesem Zeitpunkt die Erstellung, das Halten, die Entwicklung und die Verwertung eines Portfolios,

bestehend aus Beteiligungen und Rechten jeglicher Art sowie jeder anderen Form von Investitionen in luxemburgischen und ausländischen Gesellschaften, unabhängig davon, ob solche Gesellschaften bestehen oder erst geschaffen werden, insbesondere durch Zeichnung, Kauf, Verkauf oder Tausch von Wertpapieren oder Rechten jeglicher Art, wie z. B. Eigenkapitalinstrumente, Schuldtitel sowie die Verwaltung und Kontrolle dieses Portfolios.

2.3 Die Gesellschaft kann des Weiteren für sich selbst oder für andere Gesellschaften, in welchen sie eine direkte oder indirekte Beteiligung oder Rechte jeglicher Art hält oder in die die Gesellschaft auf andere Weise Investiert hat oder welche der gleichen Unternehmensgruppe wie sie selbst angehören Garantien geben, Sicherheiten einräumen, Kredite gewähren oder Gesellschaften, in welchen die Gesellschaft eine direkte oder indirekte Beteiligung oder Rechte jeglicher Art hält oder in die die Gesellschaft auf andere Weise Investiert hat oder welche der gleichen Unternehmensgruppe wie sie selbst angehören auf jede andere Weise unterstützen.

2.4 Die Gesellschaft kann in jeder Form Gelder aufbringen und jede Art von Anleihen, Schuldverschreibungen und Obligationen und generell jegliche Schuldscheine, Aktien und/oder hybride Wertpapiere im Einklang mit dem Luxemburger Recht emittieren.

2.5 Die Gesellschaft kann alle Tätigkeiten kaufmännischer, industrieller und finanzieller Natur sowie solche, welche geistiges Eigentum oder Grundeigentum betreffen vornehmen, die ihr zur Erreichung dieser Zwecke förderlich erscheinen.

Artikel 3 Dauer

3.1 Die Gesellschaft wird für unbegrenzte Dauer gegründet.

3.2 Sie kann jederzeit durch einen Beschluss der Hauptversammlung der Aktionäre aufgelöst werden, welcher in der für eine Satzungsänderung erforderlichen Form gefasst wird.

Artikel 4 Sitz

4.1 Der Sitz der Gesellschaft ist in der Stadt Luxemburg, Großherzogtum Luxemburg.

4.2 Der Vorstand kann den Gesellschaftssitz der Gesellschaft innerhalb derselben Gemeinde oder in jede andere Gemeinde des Großherzogtums Luxemburg verlegen und diese Satzung entsprechend ändern.

4.3 Zweigniederlassungen oder andere Geschäftsstellen können durch Beschluss des Vorstands im Großherzogtum Luxemburg oder im Ausland errichtet werden.

4.4 Sollte der Vorstand entscheiden, dass außergewöhnliche politische, wirtschaftliche, die Gesundheit betreffende oder soziale Entwicklungen, Naturkatastrophen oder Pandemien aufgetreten sind oder unmittelbar bevorstehen, welche die gewöhnlichen Aktivitäten der Gesellschaft an ihrem Gesellschaftssitz beeinträchtigen könnten, so kann der Gesellschaftssitz bis zur endgültigen Beendigung dieser außergewöhnlichen Umstände vorübergehend ins Ausland verlegt werden; solche vorübergehenden Maßnahmen haben keine Auswirkungen auf die Nationalität der Gesellschaft, die trotz vorübergehender Verlegung des Gesellschaftssitzes eine luxemburgische Gesellschaft bleibt.

4.5 Der Sitz der Gesellschaft kann im Einklang mit den Bestimmungen der Verordnung und des Gesetzes von 1915 in einen anderen Mitgliedstaat der Europäischen

Gemeinschaft verlegt werden. Eine derartige Sitzverlegung führt nicht zu einer Auflösung der Gesellschaft oder Begründung einer neuen Rechtspersönlichkeit.

B. GESELLSCHAFTSKAPITAL – AKTIEN

Artikel 5 Gesellschaftskapital

5.1 Das Gesellschaftskapital beträgt sechshunderttausend Euro (EUR 600.000) bestehend aus (i) sieben Millionen fünfhunderttausend (7.500.000) Aktien der Klasse B (die „**Aktien der Klasse B**" und die Inhaber der Aktien der Klasse B, die „**B-Aktionäre**") und (ii) dreißig Millionen (30.000.000) rückzahlbaren Aktien der Klasse A ohne Nennwert (die „**Aktien der Klasse A**" und ihre Inhaber, die „**A-Aktionäre**"). Jede nachfolgende Bezugnahme auf die „**Aktien**" ist je nach Kontext und je nach Anwendbarkeit als Bezugnahme auf die Aktien der Klasse A und/oder die Aktien der Klasse B zu verstehen. Die gleiche Auslegung gilt für jede nachfolgende Bezugnahme auf die „**Aktionäre**" der Gesellschaft.

5.2 Das Gesellschaftskapital kann durch einen Beschluss der Hauptversammlung der Aktionäre, welcher in und mit der für eine Satzungsänderung erforderlichen Form und Mehrheit, oder wie anderweitig in dieser Satzung bestimmt, gefasst wird, erhöht oder herabgesetzt werden.

5.3 Alle neuen Aktien, die durch Bareinlagen einzuzahlen sind, werden bevorzugt den bestehenden Aktionären angeboten, die Aktien innerhalb der Klasse halten, in der die neuen Aktien ausgegeben werden. Im Falle einer Mehrheit von Aktionären werden diese Aktien den Aktionären im Verhältnis zur Anzahl der von ihnen am Gesellschaftskapital, und insbesondere der betreffenden Aktienklasse jeweils gehaltenen Aktien, angeboten. Der Vorstand bestimmt den Zeitraum in dem dieses Bezugsrecht ausgeübt werden kann und welcher nicht weniger als vierzehn (14) Tage vom Datum der Absendung eines an den/die Aktionär/e gesendeten Einschreibens oder jeder anderer, vom jeweiligen Empfänger gutgeheißener Kommunikationsmittel, welche den Aktionären den Zugriff auf Informationen betreffend den Beginn der Zeichnungsfrist ankündigen, beträgt. Die Hauptversammlung der Aktionäre kann das Bezugsrecht der bestehenden Aktionäre durch einen Beschluss, welcher in und mit der für eine Satzungsänderung erforderlichen Form und Mehrheit gefasst wird, begrenzen oder aufheben. Der Vorstand kann dieses Bezugsrecht im Einklang mit den Bestimmungen des Artikel 6 dieser Satzung begrenzen oder aufheben.

5.4 Wenn nach Ablauf der Zeichnungsfrist nicht alle, den bestehenden Aktionären angebotenen, Bezugsrechte von diesen gezeichnet worden sind, kann Dritten die Teilnahme an der Kapitalerhöhung gestattet werden, es sei denn, der Vorstand mit Zustimmung des Aufsichtsrats beschließt, dass die Bezugsrechte den bestehenden Aktionären, die ihre Rechte während der Zeichnungsfrist bereits ausgeübt haben, im Verhältnis des Anteils ihrer Aktien am Gesellschaftskapital angeboten werden; die Modalitäten für die Zeichnung werden vom Vorstand, mit Zustimmung des Aufsichtsrats, festgelegt. Der Vorstand kann, mit Zustimmung des Aufsichtsrats, in diesem Fall auch beschließen, dass das Gesellschaftskapital nur um den Betrag der von den bestehenden Aktionären der Gesellschaft gezeichneten Aktien erhöht wird.

5.5 Im Einklang mit den Bestimmungen des Gesetzes von 1915 kann die Gesellschaft ihre eigenen Aktien zurückkaufen. Aktien der Klasse B können nicht zurückgekauft werden.

Artikel 6 Genehmigtes Kapital

6.1 Das genehmigte Kapital der Gesellschaft beträgt, ausschließlich des Gesellschaftskapitals, elf Millionen vierhundertdreiundsechzigtausendvierhundertsechsundfünfzig Euro (EUR 11.463.456), bestehend aus siebenhundertsechzehn Millionen vierhundertsechsundsechzigtausend (716.466.000) Aktien der Klasse A. Der Vorstand ist während eines Zeitraums von fünf (5) Jahren ab dem Gründungsdatum oder, soweit anwendbar, eines Beschlusses, das genehmigte Kapital gemäß dieses Artikels zu erneuern oder zu erhöhen, im Rahmen dieses genehmigten Kapitals mit Zustimmung des Aufsichtsrats ermächtigt, Aktien der Klasse A auszugeben, Bezugsoptionen oder Optionsscheine für Aktien der Klasse A zu gewähren und jedes andere in Aktien umwandelbare Wertpapier im Rahmen des genehmigten Kapitals an solche Personen und zu solchen Bedingungen, die er für angemessen erachtet, auszugeben und insbesondere ohne den bestehenden Aktionären ein Vorzugsrecht oder ein beschränktes Recht zur Zeichnung der neu auszugebenden Aktien zu gewähren, wobei zu berücksichtigen ist, dass die Ausgabe solcher Instrumente den Bestand des genehmigten Kapitals entsprechend reduziert. Zur Klarstellung: In Bezug auf die von der Gesellschaft ausgegebenen Optionsscheine gilt die 5-Jahres-Grenze für deren Ausgabe, und es wird davon ausgegangen, dass die Ausübung dieser Optionsscheine nach Ablauf der Ermächtigung erfolgen kann. Solche Aktien der Klasse A können auch im Rahmen des genehmigten Kapitals gegen Sacheinlage ausgegeben werden, insbesondere bei der Einbringung eines Zielunternehmens im Rahmen des Geschäftszusammenschlusses. Die Gesellschaft hat zehn Millionen (10.000.000) Optionsscheine der Klasse A und sechs Millionen vierhunderttausend (6.400.000) Optionsscheine der Klasse B ausgegeben, welche das verfügbare genehmigte Kapital entsprechend verringern.

6.2 Das genehmigte Kapital der Gesellschaft kann durch einen Beschluss der Hauptversammlung der Aktionäre, welcher in der für eine Satzungsänderung erforderlichen Weise gefasst wird, erhöht oder herabgesetzt werden.

6.3 Die oben genannten Ermächtigungen können durch einen Beschluss der Hauptversammlung, der in der für eine Änderung dieser Satzung erforderlichen Weise und vorbehaltlich der Bestimmungen des Gesetzes von 1915 gefasst wird, jedes Mal für einen Zeitraum von höchstens fünf (5) Jahren erneuert werden.

Artikel 7 Aktien – Form - Übertragung

7.1 Die Aktien der Klasse B der Gesellschaft sind Namensaktien.

7.2 Am Sitz der Gesellschaft wird ein Register für Aktien der Klasse B geführt, welches von den Aktionären eingesehen werden kann. Dieses Aktienregister enthält alle vom Gesetz von 1915 vorgeschriebenen Informationen. Der Nachweis über das Eigentum an Aktien der Klasse B kann durch die Eintragung eines Aktionärs im Aktienregister erbracht werden. Auf Ersuchen und auf Kosten des betreffenden Aktionärs werden Zertifikate über die Eintragung ausgegeben.

7.3 Die Aktien der Klasse A bestehen in entmaterialisierter Form (*titres dématérialisés*) gemäß Artikel 430-7 des Gesetzes von 1915 und in Übereinstimmung mit dem Gesetz vom 6. April 2013 zur Entmaterialisierung von Wertpapieren (das „**Entmaterialisierungsgesetz**"). Alle künftig von der Gesellschaft auszugebenden Aktien der Klasse A werden in entmaterialisierter Form ausgegeben, während alle ausgegebenen Aktien der Klasse B in Namensform ausgegeben werden.

7.4 Die entmaterialisierten Aktien werden nur vertreten, und das Eigentum an solchen Aktien wird nur durch eine Eintragung im Namen des Aktionärs in einem

Wertpapierkonto begründet. Die von der Gesellschaft ausgegebenen entmaterialisierten Aktien werden jederzeit in einem Wertpapierausgabekonto bei einem Wertpapierabwicklungssystem verbucht, das vom Vorstand bestimmt wird (die „**Wertpapierabwicklungsstelle**"). Das Wertpapierausgabekonto enthält die Identifikationselemente dieser entmaterialisierten Aktien, die ausgegebene Menge und alle späteren Änderungen daran. Die Wertpapierabwicklungsstelle kann zum Zwecke des internationalen Wertpapierumlaufs Zertifikate über entmaterialisierte Aktien ausstellen oder die Gesellschaft auffordern, solche auszustellen.

7.5 Die Aktien der Klasse A sind gemäß den gesetzlichen Bestimmungen für die entmaterialisierten Aktien frei übertragbar, wobei die Übertragung durch buchmäßige Übertragung (*virement de compte à compte*) erfolgt.

7.6 Die Aktien der Klasse B sind nicht übertragbar, abtretbar oder veräußerbar, außer (a) an die Mitglieder des Vorstands oder des Aufsichtsrats oder, falls auf der Ebene der Gesellschaft ein Beirat eingerichtet ist, an die Mitglieder eines solchen Beirats, an verbundene Unternehmen oder Familienangehörige von Mitgliedern des Vorstands oder des Aufsichtsrats, an Mitglieder oder Gesellschafter der 468 SPAC Sponsors GmbH & Co. KG oder deren verbundene Unternehmen, an verbundene Unternehmen der 468 SPAC Sponsors GmbH & Co. KG, oder Mitarbeiter dieser verbundenen Unternehmen; (b) im Falle einer Einzelperson durch Schenkung an ein Mitglied der unmittelbaren Familie der Einzelperson oder an einen Trust, dessen Begünstigter ein Mitglied der unmittelbaren Familie der Einzelperson, ein verbundenes Unternehmen dieser Person oder eine gemeinnützige Organisation ist; (c) im Falle einer Einzelperson aufgrund der Gesetze über Abstammung und Verteilung bei deren Tod; (e) durch private Verkäufe oder Übertragungen im Zusammenhang mit dem Vollzug des Geschäftszusammenschlusses zu Preisen, die nicht höher sind als der Preis, zu dem die Aktien der Klasse B ursprünglich erworben wurden; (f) in Form von Verpfändungen, Belastungen oder anderen Sicherungsrechten, die Darlehensgebern oder anderen Gläubigern gewährt werden; (g) gemäß der Durchsetzung von Sicherungsrechten, die gemäß (f) eingegangen wurden; (h) aufgrund der Organisationsunterlagen der 468 SPAC Sponsors GmbH & Co. KG, bei Liquidation oder Auflösung der 468 SPAC Sponsors GmbH & Co. KG; (i) an die Gesellschaft ohne Wert zur Rückgängigmachung im Zusammenhang mit dem Vollzug des Geschäftszusammenschlusses; (j) im Falle der Liquidation der Gesellschaft vor dem Vollzug des Geschäftszusammenschlusses; (k) im Falle des Abschlusses einer Liquidation, einer Verschmelzung, eines Aktientauschs oder einer anderen ähnlichen Transaktion in Bezug auf die Gesellschaft, die dazu führt, dass alle Inhaber von Aktien der Klasse A das Recht haben, ihre Aktien der Klasse A nach dem Abschluss des Geschäftszusammenschlusses gegen Bargeld, Wertpapiere oder anderes Eigentum einzutauschen, jedoch unter der Voraussetzung, dass im Falle der Klauseln (a) bis (g) diese berechtigten Übertragungsempfänger (die „**Berechtigten Übertragungsempfänger**") eine schriftliche Vereinbarung abschließen müssen, in der sie sich verpflichten, die gleichen Übertragungsbeschränkungen einzuhalten.

7.7 Zur Identifizierung der Inhaber von Aktien der Klasse A kann die Gesellschaft auf ihre Kosten bei der Wertpapierabwicklungsstelle den Namen oder die Bezeichnung, die Staatsangehörigkeit, das Geburts- oder Gründungsdatum und die Anschrift der in ihren Büchern vermerkten Inhaber von Aktien der Klasse A, die unmittelbar ein Stimmrecht auf den Hauptversammlungen der Gesellschaft verleihen oder in Zukunft verleihen können, zusammen mit der Anzahl der von jedem von ihnen gehaltenen Aktien der Klasse A und, falls zutreffend, die Beschränkungen, denen die Aktien der Klasse A unterliegen können, anfragen. Die Wertpapierabwicklungsstelle stellt der Gesellschaft die Identifikationsdaten der Inhaber der in ihren Büchern geführten Depots und die Anzahl der von jedem von ihnen gehaltenen Aktien der Klasse A zur

Verfügung. Die gleichen Angaben zu den Inhabern von Aktien der Klasse A werden von der Gesellschaft bei den Kontoinhabern oder anderen Personen aus Luxemburg oder dem Ausland erhoben, die bei der Wertpapierabwicklungsstelle ein Wertpapierkonto führen, auf dem die betreffenden Aktien der Klasse A gutgeschrieben sind.

7.8 Die Gesellschaft kann von den Personen, die in den ihr übergebenen oder gemäß Artikel 7.7 oben identifizierten Listen angegeben sind, eine Bestätigung verlangen, dass sie die Aktien der Klasse A auf eigene Rechnung halten.

7.9 Wenn eine Person, die ein Konto bei der Wertpapierabwicklungsstelle hält, oder eine Person, die ein Konto bei einem Kontoinhaber oder einem ausländischen Kontoinhaber hält, die von der Gesellschaft angeforderten Informationen nicht innerhalb von zwei (2) Monaten nach der Aufforderung durch die Gesellschaft gemäß Artikel 7. 7 oben mitteilt, oder wenn diese Person unvollständige oder falsche Informationen über die Eigenschaft, in der sie die Aktien der Klasse A hält, und/oder die Menge der von dieser Person gehaltenen Aktien der Klasse A mitteilt, kann die Gesellschaft die Stimmrechte bis zur Höhe der Aktien der Klasse A, für die die angeforderten Informationen falsch und/oder unvollständig waren oder nicht eingegangen sind, aussetzen, bis vollständige und korrekte Informationen über die von dieser Person gehaltenen Aktien der Klasse A bei der Gesellschaft eingegangen sind.

7.10 Die Gesellschaft erkennt lediglich einen Inhaber pro Aktie an. Sofern eine Aktie von mehreren Personen gehalten wird, müssen diese eine einzelne Person benennen, welche sie gegenüber der Gesellschaft vertritt. Die Gesellschaft ist berechtigt, die Ausübung aller Rechte im Zusammenhang mit einer derartigen Aktie auszusetzen, bis eine Person als Vertreter der Inhaber gegenüber der Gesellschaft bezeichnet worden ist.

7.11 Die Gesellschaft wird weder durch den Tod, die Aussetzung der Bürgerrechte, die Auflösung, den Konkurs, die Insolvenz oder ein vergleichbares, einen Aktionär betreffendes Ereignis, aufgelöst.

Artikel 8 Umwandlung von Aktien der Klasse B

8.1 Vorbehaltlich des Abschlusses des Geschäftszusammenschlusses werden alle Aktien der Klasse B automatisch in rückkaufbare Aktien der Klasse A im Verhältnis eine rückkaufbare Aktie der Klasse A für eine Aktie der Klasse B am Handelstag, der auf den ersten Jahrestag des Geschäftszusammenschlusses folgt, oder früher, wenn zu irgendeinem Zeitpunkt der Schlusskurs der Aktien der Klasse A an 20 Handelstagen innerhalb eines Zeitraums von 30 Handelstagen zwölf Euro (EUR 12,-) erreicht oder überschreitet, umgewandelt.

8.2 Der Vorstand ist befugt, alle erforderlichen Maßnahmen zu ergreifen, um die Umwandlung der Aktien der Klasse B in rückkaufbare Aktien der Klasse A zur Kenntnis zu nehmen und die Satzung anschließend zu ändern (und insbesondere die Aktionäre und die Gesellschaft vor einem Notar zur Kenntnisnahme der Umwandlung und der sich daraus ergebenden Satzungsänderung zu vertreten) und die Verbuchung der in Aktien der Klasse A umgewandelten Aktien der Klasse B auf dem einzigen Emissionskonto sicherzustellen.

Artikel 9 Rückkauf von Aktien der Klasse A

9.1 Aktien der Klasse A sind in Übereinstimmung mit Artikel 430-22 des Gesetzes von

1915, dieser Satzung und insbesondere diesem Artikel 9 und Artikel 31 rückkaufbar.

9.2 Inhaber von Aktien der Klasse A können den Rückkauf aller oder eines Teils ihrer Aktien der Klasse A im Zusammenhang mit dem Geschäftszusammenschluss beantragen, vorbehaltlich der in diesem Artikel 9 dargelegten Bedingungen und Verfahren. Aktien der Klasse A, für die ein Inhaber von Aktien der Klasse A einen Rückkauf beantragt hat, werden nur dann zurückgenommen, wenn alle in diesem Artikel 9 festgelegten Bedingungen erfüllt sind.

9.3 Es können nur voll eingezahlte Aktien der Klasse A zurückgenommen werden, und der Rückkauf kann nur unter Verwendung von Beträgen, die für die Ausschüttung gemäß Artikel 430-22 und 461-2 des Gesetzes von 1915 zur Verfügung stehen oder aus dem Erlös einer Neuemission zum Zweck eines solchen Rückkaufs, erfolgen.

9.4 Aktien der Klasse A werden unter den folgenden Bedingungen zurückgekauft: (i) der Geschäftszusammenschluss wird von der Hauptversammlung genehmigt und anschließend vollzogen, (ii) ein Inhaber von Aktien der Klasse A teilt der Gesellschaft sein Verlangen nach Rücknahme eines Teils oder aller seiner Aktien der Klasse A schriftlich mit, indem er ein vom Vorstand zu diesem Zweck genehmigtes Formular ausfüllt, das der Einberufung der Hauptversammlung beigefügt wird, und eine solche Mitteilung geht bei der Gesellschaft frühestens nach der Veröffentlichung der Einberufung der Hauptversammlung zur Genehmigung des Geschäftszusammenschlusses und spätestens zwei Geschäftstage vor dem Datum der Hauptversammlung, die zum Zweck der Genehmigung des Geschäftszusammenschlusses einberufen wird, ein, und (iii) der Inhaber von Aktien der Klasse A überträgt seine Aktien der Klasse A auf ein von der Gesellschaft in der Einberufung der Hauptversammlung angegebenes Treuhandkonto.

9.5 Wenn ein Geschäftszusammenschluss von der Hauptversammlung nicht genehmigt oder nicht vollzogen wird, (i) werden keine Aktien der Klasse A zurückgenommen und (ii) werden alle zur Rücknahme eingereichten Aktien der Klasse A auf das vom Inhaber dieser Aktien der Klasse A angegebene Konto zurückverbucht.

9.6 Jede zurückgekaufte Aktie der Klasse A wird in bar zu einem Preis zurückgekauft, der (a) dem Gesamtbetrag entspricht, der auf dem Treuhandkonto hinterlegt ist, das bei der Joh. Berenberg, Gossler & Co. KG oder einer ihrer Nachfolgegesellschaften von 468 SPAC I Advisors GmbH & Co. KG, einem verbundenen Unternehmen der Gesellschaft, eingerichtet wurde und den Erlös aus der Privatplatzierung der Aktien der Klasse A und der Optionsscheine sowie den Erlös aus einer zusätzlichen Zeichnung von Aktien der Klasse B durch 468 SPAC Sponsors GmbH & Co. KG (das „**Treuhandkonto**") zum Zeitpunkt des Ablaufs des Erwerbszeitraums (wie nachstehend definiert), abzüglich des Anteils des Zeichnungspreises der Aktien der Klasse B und der Optionsscheine der Klasse B, der auf dem Treuhandkonto hinterlegt ist und nicht zur Deckung negativer Zinsen auf dem Treuhandkonto verwendet wurde, geteilt durch (b) die Anzahl der dann ausstehenden Aktien der Klasse A, vorbehaltlich (i) der Verfügbarkeit ausreichender Beträge auf dem Treuhandkonto und (ii) ausreichender ausschüttungsfähiger Gewinne und Rücklagen der Gesellschaft.

9.7 Nach dem Rückkauf sind die Aktien der Klasse A nicht stimmberechtigt und haben keinen Anspruch auf Dividenden oder Liquidationserlöse, die den anderen Aktionären gemäß dieser Satzung zugewiesen werden. Die Inhaber von Aktien der Klasse A erteilen dem Vorstand eine unwiderrufliche Vollmacht, alle Erklärungen abzugeben, alle Dokumente zu unterzeichnen, die Aktionäre vor einem Luxemburger Notar zu vertreten und alles zu tun, was im Hinblick auf den Rückkauf von Aktien gemäß diesem Artikel 9.7 rechtmäßig, notwendig oder nützlich ist, sowie die Hinterlegung

und Eintragung gemäß den Anforderungen des Luxemburgern Rechts vorzunehmen.

9.8 Die Inhaber von Aktien der Klasse A können ihre Mitteilung über den Rückkauf ihrer Aktien der Klasse A in Bezug auf alle oder einen Teil der zum Rückkauf eingereichten Aktien der Klasse A zurückziehen, indem sie der Gesellschaft bis zu zwei Geschäftstage vor der Hauptversammlung, die zur Genehmigung des Geschäftszusammenschlusses einberufen wurde, eine Widerrufserklärung zukommen lassen. Alle Aktien der Klasse A, für die eine solche Widerrufserklärung rechtsgültig erfolgt, (i) werden nicht zurückgekauft, (ii) werden von der Gesellschaft vorübergehend im Namen des betreffenden Inhabers von Aktien der Klasse A gehalten und (iii) werden nach der Hauptversammlung, die zur Genehmigung des Geschäftszusammenschlusses einberufen wurde, auf das von dem betreffenden Inhaber von Aktien der Klasse A angegebene Konto zurückverbucht.

C. HAUPTVERSAMMLUNG DER AKTIONÄRE

Artikel 10 Befugnisse der Hauptversammlung der Aktionäre

10.1 Die Aktionäre üben ihre gemeinsamen Rechte in der Hauptversammlung der Aktionäre aus. Jede regelmäßig einberufene Hauptversammlung der Aktionäre repräsentiert die Gesamtheit der Aktionäre der Gesellschaft. Die Hauptversammlung der Aktionäre hat die ihr durch das Gesetz von 1915 oder durch diese Satzung ausdrücklich verliehenen Befugnisse.

Artikel 11 Einberufung der Hauptversammlung der Aktionäre

11.1 Die Hauptversammlung der Aktionäre kann jederzeit durch den Vorstand oder den Aufsichtsrat einberufen und an dem Ort und an dem Datum abgehalten werden, die in der Einberufung dieser Versammlung in Übereinstimmung mit den Bestimmungen des Gesetzes von 1915 und dieser Satzung angegeben sind, und für den Fall, dass Aktien der Gesellschaft an einer ausländischen Börse notiert sind, in Übereinstimmung mit den für die Gesellschaft geltenden Veröffentlichungsvorschriften dieser ausländischen Börse.

11.2 Der Vorstand beruft die Jahreshauptversammlung der Aktionäre innerhalb einer Frist von sechs (6) Monaten nach Ablauf des Geschäftsjahres der Gesellschaft ein. Andere Hauptversammlungen können an einem Ort und zu einer Zeit abgehalten werden, die in den jeweiligen Einladungen angegeben werden.

11.3 Die Hauptversammlung der Aktionäre muss auf schriftliche Aufforderung von einem oder mehreren Aktionären, die zusammen mindestens 10 Prozent (10%) des Gesellschaftskapitals halten, vom Vorstand oder vom Aufsichtsrat einberufen werden. In einem derartigen Fall muss die Hauptversammlung der Aktionäre innerhalb eines (1) Monats ab Zugang des Ersuchens abgehalten werden.

11.4 Wird die Hauptversammlung auf Antrag gemäß Artikel 11.3 nicht fristgerecht abgehalten, kann der betreffende Aktionär den Vorsitzenden der Kammer für Handelssachen des Bezirksgerichts (*Tribunal d'Arrondissement*) Luxemburg, tagend wie in Eilverfahren, um die Ernennung eines Vertreters bitten, der die Hauptversammlung einberuft.

11.5 Die Einberufung zu jeder Hauptversammlung der Aktionäre muss die Tagesordnung der Versammlung, (a) den Ort, das Datum und die Uhrzeit der Versammlung, (b) die Beschreibung der Verfahren, die die Aktionäre einhalten müssen, um an der Hauptversammlung teilnehmen und ihre Stimme abgeben zu können, (c) die Angabe

des Stichtags und der Art und Weise, in der sich die Aktionäre registrieren lassen müssen, sowie eine Erklärung, dass nur diejenigen, die an diesem Tag Aktionäre sind, das Recht haben, an der Hauptversammlung teilzunehmen und abzustimmen, (d) die Angabe der Anschriften und elektronischen Adressen, wo und wie der vollständige, ungekürzte Text der der Hauptversammlung vorzulegenden Unterlagen und der Beschlussvorlagen erhältlich ist, und (e) die Angabe der Adresse der Internetseite, auf der diese Informationen verfügbar sind, beinhalten. Die Einberufung erfolgt in Form von Bekanntmachungen, die (i) mindestens dreißig (30) Tage vor der Versammlung im *Recueil électronique des sociétés et associations* und in einer luxemburgischen Tageszeitung und (ii) in einer Weise veröffentlicht werden, die einen schnellen und diskriminierungsfreien Zugang in solchen Medien gewährleistet, die für eine wirksame Verbreitung von Informationen im gesamten Europäischen Wirtschaftsraum angemessenerweise herangezogen werden können. Eine Einberufungsfrist von mindestens siebzehn (17) Tagen gilt im Falle einer zweiten oder nachfolgenden Einberufung einer Hauptversammlung, die wegen mangelnder Beschlussfähigkeit der durch die erste Einberufung einberufenen Versammlung einberufen wurde, vorausgesetzt dieser Artikel 11.5 wurde für die erste Einberufung eingehalten und es wurde kein neuer Punkt auf die Tagesordnung gesetzt. Falls die Aktien an einer ausländischen Börse notiert sind, sind die Bekanntmachungen zusätzlich in der Weise zu veröffentlichen, wie es die für diese Börse jeweils geltenden Gesetze, Regeln oder Vorschriften vorschreiben.

11.6 Ein oder mehrere Aktionäre, die mindestens fünf Prozent (5 %) des ausgegebenen Aktienkapitals der Gesellschaft vertreten, können (i) die Aufnahme eines oder mehrerer Punkte in die Tagesordnung einer Hauptversammlung beantragen, vorausgesetzt, diesem Punkt liegt eine Begründung oder eine Beschlussvorlage für die Hauptversammlung bei, oder (ii) Beschlussvorlagen für Punkte einreichen, die auf der Tagesordnung der Hauptversammlung stehen oder stehen sollen. Solche Anträge müssen mindestens zweiundzwanzig (22) Tage vor dem Datum der Hauptversammlung schriftlich per Einschreiben oder auf elektronischem Wege an den Sitz der Gesellschaft geschickt werden und die Anschrift oder elektronische Adresse des Absenders enthalten. Falls ein solcher Antrag eine Änderung der Tagesordnung der betreffenden Versammlung zur Folge hat, wird die Gesellschaft mindestens fünfzehn (15) Tage vor dem Datum der Hauptversammlung eine überarbeitete Tagesordnung zur Verfügung stellen

11.7 Wenn dies in der entsprechenden Einberufung vorgesehen ist, können die Aktionäre auf elektronischem Wege an einer Hauptversammlung teilnehmen, wobei insbesondere eine oder alle der folgenden Formen der Teilnahme gewährleistet sind: (i) eine Echtzeit-Übertragung der Hauptversammlung; (ii) eine Zwei-Wege-Kommunikation in Echtzeit, die es den Aktionären ermöglicht, sich von einem entfernten Standort aus an die Hauptversammlung zu wenden; und (iii) ein Mechanismus zur Stimmabgabe vor oder während der Hauptversammlung, ohne dass ein Bevollmächtigter bestellt werden muss, der bei der Versammlung persönlich anwesend ist. Jeder Aktionär, der an einer Hauptversammlung teilnimmt, wird für die Zwecke der Beschlussfähigkeit und der Mehrheitserfordernisse gezählt. Die Verwendung elektronischer Mittel, die den Aktionären die Teilnahme an einer Hauptversammlung ermöglichen, darf nur solchen Anforderungen unterworfen werden, die erforderlich sind, um die Identifizierung der Aktionäre und die Sicherheit der elektronischen Kommunikation zu gewährleisten, und nur in dem Maße, wie sie zur Erreichung dieses Ziels verhältnismäßig sind.

11.8 Falls alle Aktionäre in einer Versammlung anwesend oder vertreten sind kann die Hauptversammlung auch ohne vorherige Einladung oder Veröffentlichung abgehalten werden.

11.9 Auf Hauptversammlungen sind die Bestimmungen des Gesetzes von 1915 anwendbar. Der Vorstand kann in der Einberufung andere Bedingungen bestimmen oder Bedingungen festlegen, die ein Aktionär für die Teilnahme an einer Hauptversammlung einhalten muss (einschließlich, aber nicht beschränkt auf längere Einberufungsfristen).

11.10 Ein Aktionär kann auf einer Hauptversammlung handeln, indem er eine andere Person, die kein Aktionär sein muss, schriftlich durch ein unterschriebenes Dokument, das der Gesellschaft per Post oder per Fax oder durch ein anderes vom Vorstand genehmigtes Kommunikationsmittel übermittelt wird, zu seinem Bevollmächtigten ernennt. Eine Person kann mehrere oder alle Aktionäre vertreten.

11.11 Bei jeder Hauptversammlung der Aktionäre wird ein Vorstand (*bureau*) gebildet, der aus einem Vorsitzenden, einem Schriftführer und einem Stimmenzähler besteht, die jeweils von der Hauptversammlung der Aktionäre ernannt werden und weder Aktionäre noch Mitglieder des Vorstands oder des Aufsichtsrats sein müssen. Der Vorstand stellt sicher, dass die Versammlung in Übereinstimmung mit den geltenden Vorschriften und insbesondere in Übereinstimmung mit den Vorschriften in Bezug auf die Einberufung der Versammlung, die Mehrheitserfordernisse, die Stimmenauszählung und die Vertretung der Aktionäre abgehalten wird.

11.12 Bei jeder Hauptversammlung der Aktionäre wird eine Anwesenheitsliste geführt.

11.13 Jeder Aktionär kann auf einer Hauptversammlung anhand eines unterzeichneten Abstimmungsformulars abstimmen, das per Post, per E-Mail, per Fax oder durch ein anderes vom Vorstand genehmigtes Kommunikationsmittel an den eingetragenen Sitz der Gesellschaft oder an die in der Einberufung angegebene Adresse geschickt wird. Die Aktionäre dürfen nur von der Gesellschaft zur Verfügung gestellte Abstimmungsformulare verwenden, die mindestens den Ort, das Datum und die Uhrzeit der Versammlung, die Tagesordnung der Versammlung, die zur Beschlussfassung vorgelegten Vorschläge sowie für jeden Vorschlag drei Kästchen enthalten, die es dem Aktionär ermöglichen, durch Ankreuzen der entsprechenden Kästchen für oder gegen den vorgeschlagenen Beschluss zu stimmen oder sich der Stimme zu enthalten. Die Gesellschaft berücksichtigt nur Abstimmungsformulare, die vor der Hauptversammlung der Aktionäre, auf die sie sich beziehen, eingehen.

11.14 Innerhalb von fünfzehn (15) Tagen nach der Hauptversammlung der Aktionäre veröffentlicht die Gesellschaft die Abstimmungsergebnisse auf ihrer Website.

Artikel 12 Zulassung

12.1 Falls Aktien der Gesellschaft an einer Börse notiert sind, wird jeder Aktionär, der um 24:00 Uhr (mitternachts Luxemburger Zeit) am Datum, das vierzehn (14) Tage vor (und ausschließlich) dem Tag der Hauptversammlung liegt (der „**Stichtag**"), eine oder mehrere Aktie(n) der Gesellschaft hält, zu der betreffenden Hauptversammlung zugelassen. Jeder Aktionär, der an der Hauptversammlung teilnehmen möchte, hat die Gesellschaft spätestens am Stichtag darüber zu informieren, in der vom Vorstand in der Einberufung festgelegten Weise. Im Fall von Aktien, die über eine Wertpapierabwicklungsstelle oder eine professionellen Verwahrstelle oder eine von einer solchen Verwahrstelle bestimmten Unterverwahrstelle, so sollte ein Aktieninhaber, der an der Hauptversammlung teilnehmen möchte, von dem Betreiber oder der Verwahrstelle oder der Unterverwahrstelle ein Zertifikat erhalten, welches die Anzahl der auf dem betreffenden Konto eingebuchten Aktien bestätigt. Das Zertifikat muss der Gesellschaft spätestens drei (3) Werktage vor dem Datum der Hauptversammlung an ihrem Sitz zugestellt werden. Für den Fall, dass der Aktionär

mittels Vollmacht abstimmt, so muss die Vollmacht zur gleichen Zeit am Sitz der Gesellschaft oder bei einem Vertreter der Gesellschaft, der zur Entgegennahme solcher Vollmachten berechtigt ist, hinterlegt werden. Der Vorstand kann einen kürzeren Zeitraum für die Einreichung des Zertifikats oder der Vollmacht festlegen.

12.2 Hinsichtlich Aktien, die nicht börsennotiert sind, wird jeder Aktionär, der eine oder mehrere nicht notierte Aktie(n) der Gesellschaft hält, der im Aktienregister der Gesellschaft bezüglich solcher nicht notierter Aktien am Stichtag eingetragen ist, zur betreffenden Hauptversammlung zugelassen.

Artikel 13 Quorum und Mehrheit

13.1 Jede Aktie gewährt eine Stimme, vorbehaltlich der Bestimmungen des Gesetzes von 1915. Sofern das Gesetz oder diese Satzung nichts anderes vorschreiben, werden Beschlüsse auf einer ordnungsgemäß einberufenen Hauptversammlung mit einfacher Mehrheit der gültig abgegebenen Stimmen gefasst, unabhängig vom Anteil des vertretenen Kapitals.

13.2 Sofern sich nicht aus dem Gesetz von 1915 etwas anderes ergibt, bedarf jede Satzungsänderung einer Mehrheit von mindestens zwei Dritteln der gültig abgegebenen Stimmen auf einer Hauptversammlung, auf der mindestens die Hälfte des Gesellschaftskapitals anwesend oder vertreten ist. Ist die zweite Bedingung nicht erfüllt, kann im Einklang mit dem Gesetz eine zweite Hauptversammlung einberufen werden, die unabhängig von einem Anwesenheitsquorum beschlussfähig ist und auf der Beschlüsse mit einer Mehrheit von mindestens zwei Dritteln der gültig abgegebenen Stimmen gefasst werden. Enthaltungen und nichtige Stimmen werden bei der Berechnung nicht berücksichtigt.

13.3 Die Aktionäre können die Nationalität der Gesellschaft nur mit einer Mehrheit von zwei Dritteln der gültig abgegebenen Stimmen in einer Hauptversammlung, in der mindestens die Hälfte des Gesellschaftskapitals anwesend oder vertreten ist, ändern.

13.4 Solange die Gesellschaft verschiedene Aktienklassen hat, und falls die Beratungen der Hauptversammlung eine Änderung der jeweiligen Rechte solcher Aktienklassen herbeiführen könnten, so müssen die Anforderungen an Quorum und Mehrheit in jeder Aktienklasse erreicht werden.

Artikel 14 Vertragung von Hauptversammlungen

14.1 Der Vorstand kann jede bereits begonnene Hauptversammlung, einschließlich jedweder Hauptversammlung, die über eine Satzungsänderung beschließen soll, für eine Dauer von vier (4) Wochen vertagen. Der Vorstand muss jegliche bereits begonnene Hauptversammlung vertagen, falls dies von einem oder mehreren Aktionären, die mindestens zehn Prozent (10%) des ausgegebenen Gesellschaftskapitals halten, beantragt wird. Durch eine solche Vertagung einer bereits begonnenen Hauptversammlung wird jeder in der Versammlung bereits angenommene Beschluss annulliert. Zur Klarstellung, sofern eine Versammlung gemäß des zweiten Satzes dieses Artikels 14 vertagt wurde, muss der Vorstand eine solche Versammlung nicht ein zweites Mal vertagen.

Artikel 15 Protokoll von Hauptversammlungen der Aktionäre

15.1 Der Vorstand *(bureau)* der Hauptversammlung der Aktionäre nimmt ein Protokoll der Versammlung auf, welches vom Vorstand der Versammlung sowie von jedem Aktionär, der darum ersucht, unterzeichnet wird.

15.2 Kopien und Auszüge dieser Protokolle, die in Gerichtsverfahren verwendet oder Dritten zugänglich gemacht werden sollen, werden von dem Vorsitzenden oder des Mitvorsitzenden des Vorstands oder von zwei beliebigen Vorstandsmitgliedern unterzeichnet.

Artikel 16 Geschäftszusammenschluss

16.1 Die Durchführung des Geschäftszusammenschlusses wird hiernach als „**Vollzug**" bezeichnet. Die Gesellschaft die Aktionäre umgehend nach Eintritt des Vollzugs informieren.

16.2 Falls der Vorstand eine geeignete Zielgesellschaft für einen vorgeschlagenen Geschäftszusammenschluss identifiziert, den er einer Hauptversammlung zur Zustimmung vorlegen will, muss er (i) eine Sitzung zur Zustimmung dieses vorgeschlagenen Geschäftszusammenschlusses sowie dessen Vorlage an die Hauptversammlung und (ii) folgend der Zustimmung des Aufsichtsrats, eine Hauptversammlung zur Zustimmung zu dem vorgeschlagenen Geschäftszusammenschluss einberufen.

16.3 Die Gesellschaft wird einen vorgeschlagenen Geschäftszusammenschluss nur durchführen, wenn die zur diesbezüglichen Beratung einberufene Hauptversammlung der vorgeschlagenen Geschäftszusammenschluss mit einer Mehrheit der abgegebenen Stimmen (ohne die Berücksichtigung von Enthaltungen oder ungültigen Stimmen). Es besteht kein Quorumserfordernis an eine solche Hauptversammlung.

D. GESCHÄFTSFÜHRUNG

Artikel 17 Doppelte Geschäftsführung und Aufsicht

17.1 Die Geschäftsführung der Gesellschaft unterliegt Artikel 442-1 bis 442-19 des Gesetzes von 1915, sofern die vorliegende Satzung keine anderslautenden Bestimmungen enthält.

17.2 Die Gesellschaft wird von einem Vorstand geleitet, der vom Aufsichtsrat kontrolliert wird

Artikel 18 Zusammensetzung und Befugnisse des Vorstands, Geschäftsordnung

18.1 Der Vorstand setzt sich aus mindestens drei (3) Mitgliedern zusammen.

18.2 Der Vorstand verfügt über die weitestgehenden Befugnisse im Namen der Gesellschaft zu handeln und alle Handlungen vorzunehmen, die zur Erfüllung des Gesellschaftszwecks notwendig oder nützlich sind, mit Ausnahme der durch das Gesetz von 1915 oder durch diese Satzung dem Aufsichtsrat oder der Hauptversammlung der Aktionäre vorbehaltenen Befugnisse.

18.3 Der Vorstand legt seine eigene Geschäftsordnung fest und kann einen oder mehrere Ausschüsse schaffen. Die Zusammensetzung und die Befugnisse solcher Ausschüsse, die Bedingungen der Ernennung, Abberufung, Vergütung und Dauer der Mandate seiner/ihrer Mitglieder sowie seine/ihre Geschäftsordnung(en) werden durch den Vorstand festgelegt. Der Vorstand ist mit der Überwachung der Tätigkeiten der Ausschüsse betraut. Zur Klarstellung, solche Ausschüsse stellen keinen Geschäftsführungsausschuss im Sinne des Artikels 441-11 des Gesetzes von 1915.

18.4 Die folgenden Maßnahmen und Geschäfte der Gesellschaftsleitung ist ein

ausdrücklicher Beschluss des Aufsichtsrates der Gesellschaft erforderlich:

- Ausgabe von Aktien der Klasse A, Gewährung von Optionen zur Zeichnung von Aktien der Klasse A und Ausgabe anderer Instrumente, wie z. B. wandelbare Optionsscheine, die Zugang zu Aktien aus dem genehmigten Kapital gewähren

- Vorschlag eines Geschäftszusammenschlusses an die Aktionäre;

- Wesentliche Transaktionen mit verbundenen Parteien gemäß den Bestimmungen des Gesetzes über Aktionärsrechte;

- Änderung der Geschäftsfelder der Gesellschaft sowie die Beendigung bestehender und Aufnahme neuer Geschäftsfelder;

- Belastung von Anteilen an wesentlichen Gesellschaften sowie Liquidation von wesentlichen Gesellschaften;

- Änderungen der Bestellung, Abberufung und Amtszeit von Vorstandsmitgliedern;

- Einleitung und Beendigung von Gerichts- oder Schiedsgerichtsverfahren mit einem Streitwert von mehr als einer (1) Million Euro im Einzelfall; und

- Erwerb, Verkauf oder Belastung von Immobilien und ähnlichen Rechten oder Rechten an Immobilien mit einem Wert von mehr als neun Millionen Euro (EUR 9.000.000) im Einzelfall.

18.5 Der Vorstand kann einstimmige Beschlüsse im Umlaufverfahren fassen, wenn er seine Zustimmung schriftlich (auch per elektronischer Post) zum Ausdruck bringt. Die Mitglieder können ihre Zustimmung getrennt auf einem oder mehreren Schriftstücken zum Ausdruck bringen. Als Datum eines solchen Beschlusses gilt das Datum der letzten Unterschrift.

Artikel 19 Tägliche Geschäftsführung

19.1 Die tägliche Geschäftsführung und die diesbezügliche Vertretung der Gesellschaft können einem oder mehreren Vorstandsmitgliedern, leitenden Angestellten oder anderen Personen, mit gemeinsamer oder Einzelvertretungsbefugnis, nicht jedoch den Mitgliedern des Aufsichtsrats, übertragen werden. Ihre Ernennung, Abberufung und Befugnisse werden durch einen Vorstandsbeschluss bestimmt.

19.2 Die Gesellschaft kann durch notarielle Urkunden oder privatschriftlich Spezialvollmachten erteilen.

Artikel 20 Wahl, Abberufung und Amtszeit von Vorstandsmitgliedern

20.1 Vorstandsmitglieder werden durch den Aufsichtsrat ernannt, welcher ihre Bezüge und Amtszeit festlegt. Die Amtszeit eines Vorstandsmitglieds darf fünf (5) Jahre nicht überschreiten. Mitglieder des Vorstands können auch für aufeinanderfolgende Amtszeiten wiederernannt werden.

20.2 Jedes Vorstandsmitglied kann jederzeit mit oder ohne Grund vom Aufsichtsrat abgegebenen Stimmen abberufen werden.

20.3 Wird eine juristische Person als Vorstandsmitglied der Gesellschaft ernannt, so muss

diese eine natürliche Person als ihren ständigen Vertreter benennen, die ihr Mandat in ihrem Namen und für ihre Rechnung ausübt. Die betreffende juristische Person kann nur dann ihren ständigen Vertreter abberufen, wenn sie gleichzeitig einen Nachfolger ernennt. Eine natürliche Person kann nur ständiger Vertreter eines (1) Vorstandsmitglieds der Gesellschaft und nicht gleichzeitig persönlich Vorstandsmitglied der Gesellschaft sein. Eine Person kann nicht gleichzeitig ständiger Vertreter eines Vorstandsmitglieds der Gesellschaft und eines Aufsichtsratsmitglieds sein.

Artikel 21 Vakanz des Amtes eines Vorstandsmitglieds

21.1 Scheidet ein Vorstandsmitglied durch Tod, Geschäftsunfähigkeit, Konkurs, Rücktritt oder aus einem anderen Grund aus seinem Amt, so kann die unbesetzte Stelle durch die übrigen Vorstandsmitglieder vorübergehend für einen die ursprüngliche Amtszeit des zu ersetzenden Vorstandsmitglieds nicht übersteigenden Zeitraum bis zur nächsten Versammlung des Aufsichtsrats ausgefüllt werden, welcher im Einklang mit den anwendbaren gesetzlichen Vorschriften über die endgültige Neubesetzung entscheidet.

21.2 Alternativ kann der Aufsichtsrat eines (1) seiner Mitglieder vorübergehend mit der Wahrnehmung der Aufgaben eines Vorstandsmitglieds betrauen. Sein Mandat als Mitglied des Aufsichtsrats ruht für die Zeit seiner Bestellung als Vorstandsmitglied.

Artikel 22 Interessenkonflikte

22.1 Soweit nicht durch das Gesetz von 1915 anders bestimmt muss jedes Vorstandsmitglied, welches an einem Geschäft, das dem Vorstand zur Entscheidung vorliegt, direkt oder indirekt ein Interesse hat, welches den Interessen der Gesellschaft entgegensteht, den Vorstand über diesen Interessenkonflikt informieren; die Erklärung wird im Protokoll der betreffenden Sitzung aufgenommen. Das betreffende Vorstandsmitglied darf weder an der Beratung über das in Frage stehende Geschäft teilnehmen, noch darüber abstimmen. Die nächste Hauptversammlung der Aktionäre muss über derartige Interessenkonflikte informiert werden, bevor Beschlüsse zu anderen Tagesordnungspunkten gefasst werden.

22.2 Falls, aufgrund eines Interessenkonfliktes, die Beschlussfähigkeit des Vorstands nicht gegeben ist, kann der Vorstand entscheiden den fraglichen Tagesordnungspunkt der Hauptversammlung der Aktionäre vorzulegen.

22.3 Regeln zum Interessenkonflikt finden keine Anwendung, sofern sich die Entscheidung des Vorstands auf gängige Geschäfte bezieht, die unter normalen Bedingungen eingegangen wurden.

22.4 Die mit der täglichen Geschäftsführung betraute(n) Person(en), unterlieg(t)en gegebenenfalls den Bestimmungen der vorstehenden Artikel 22.1 bis 22.3, es sei denn es wurde nur eine (1) derartige Person ernannt, die sich in einer Interessenkonfliktsituation mit der Gesellschaft befindet, in welchem Fall der diesbezügliche Beschluss vom Vorstand gefasst wird.

Artikel 23 Geschäfte mit Dritten

23.1 Die Gesellschaft wird gegenüber Dritten unter allen Umständen durch (i) die gemeinsame Unterschrift von zwei (2) beliebigen Vorstandsmitgliedern, oder durch (ii) die gemeinsame oder Einzelunterschrift jedweder Person(en), der/denen eine solche Befugnis durch den Vorstand übertragen worden ist, im Rahmen dieser Befugnis

verpflichtet.

23.2 Im Rahmen der täglichen Geschäftsführung wird die Gesellschaft gegenüber Dritten durch die gemeinsame oder Einzelunterschrift der Person(en), der/denen diese Befugnis übertragen wurde, im Rahmen dieser Befugnis verpflichtet

Artikel 24 Zusammensetzung und Befugnisse des Aufsichtsrats – Geschäftsordnung - Ausschüsse

24.1 Der Aufsichtsrat hat die Aufgabe die Geschäftsleitung der Gesellschaft durch den Vorstand ständig zu überwachen. Er ist keinesfalls dazu berechtigt sich in die Geschäftsleitung einzumischen. Der Aufsichtsrat bestimmt durch Beschluss seine Geschäftsordnung und legt diese schriftlich fest. Die Geschäftsordnung des Vorstands kann Zustimmungserfordernisse des Aufsichtsrates vorsehen.

24.2 Der Aufsichtsrat hat ein unbegrenztes Recht über alle Geschäftstätigkeiten der Gesellschaft informiert zu werden und sämtliche Schriftstücke und Dokumente der Gesellschaft einzusehen. Er kann vom Vorstand jegliche Informationen verlangen, die für die Ausübung seiner Aufgaben notwendig sind und direkt oder indirekt jegliche Prüfungen vornehmen, die ihm für die Ausübung seiner Tätigkeiten sinnvoll erscheinen

24.3 Der Vorstand lässt dem Aufsichtsrat mindestens alle drei (3) Monate einen Bericht über die laufenden Geschäftstätigkeiten der Gesellschaft sowie die voraussichtliche Entwicklung dieser Tätigkeiten zukommen. Darüber hinaus teilt der Vorstand dem Aufsichtsrat unverzüglich jedwede Information über Ereignisse mit, die erhebliche Auswirkungen auf die Lage der Gesellschaft haben können.

24.4 Der Aufsichtsrat setzt sich aus mindestens drei (3) Mitgliedern zusammen. Der Aufsichtsrat ernennt einen Vorsitzenden in den Reihen seiner Mitglieder. Er kann ebenfalls einen Schriftführer ernennen, der jedoch kein Aktionär oder Mitglied des Aufsichtsrates sein muss.

24.5 Ein Vorstandsmitglied darf nicht gleichzeitig Aufsichtsratsmitglied sein.

24.6 Der Aufsichtsrat kann Ausschüsse einrichten, wenn er dies für zweckmäßig hält oder wenn es das Gesetz oder andere für ihn geltende Vorschriften erfordern. Für alle eingerichteten Ausschüsse legt der Aufsichtsrat den Zweck, die Befugnisse und Zuständigkeiten sowie die Verfahren und die sonstigen Regelungen fest.

24.7 Der Aufsichtsrat kann einstimmige Beschlüsse im Umlaufverfahren fassen, wenn er seine Zustimmung schriftlich (auch per elektronischer Post) zum Ausdruck bringt. Die Mitglieder können ihre Zustimmung getrennt auf einem oder mehreren Schriftstücken zum Ausdruck bringen. Als Datum eines solchen Beschlusses gilt das Datum der letzten Unterschrift.

Artikel 25 Wahl, Abberufung und Amtszeit von Aufsichtsratsmitgliedern

25.1 Aufsichtsratsmitglieder werden durch die Hauptversammlung der Aktionäre ernannt, welche ihre Vergütung und Amtszeit festlegen. Vor Vollzug eines Geschäftszusammenschlusses werden sie von der Hauptversammlung der Aktionäre aus einer von den B-Aktionären gemeinsam vorgeschlagenen Liste von Kandidaten ernannt.

25.2 Die Amtszeit eines Aufsichtsratsmitglieds darf drei (3) Jahre nicht überschreiten. Das

Jahr der Ernennung wird nicht auf das dritte Jahr angerechnet. Jedes Aufsichtsratsmitglied kann wiederernannt werden.

25.3 Jedes Aufsichtsratsmitglied kann jederzeit, mit oder ohne Grund, von der Hauptversammlung mit einer Zweidrittelmehrheit der anwesenden oder vertretenen Aktien abberufen werden

25.4 Wird eine juristische Person als Aufsichtsratsmitglied der Gesellschaft ernannt, so muss diese eine natürliche Person als ihren ständigen Vertreter benennen, die ihr Mandat in ihrem Namen und für ihre Rechnung ausübt. Die betreffende juristische Person kann nur dann ihren ständigen Vertreter abberufen, wenn sie gleichzeitig einen Nachfolger ernennt. Eine natürliche Person kann nur ständiger Vertreter eines (1) Aufsichtsratsmitglieds und nicht gleichzeitig persönlich Aufsichtsratsmitglied sein. Eine natürliche Person kann nicht gleichzeitig persönlich ständiger Vertreter eines Aufsichtsratsmitglieds und eines Vorstandsmitglieds sein.

25.5 Scheidet ein Aufsichtsratsmitglied durch Tod, Geschäftsunfähigkeit, Konkurs, Rücktritt oder aus einem anderen Grund aus seinem Amt, so kann die unbesetzte Stelle durch die übrigen Aufsichtsratsmitglieder vorübergehend für einen die ursprüngliche Amtszeit des zu ersetzenden Aufsichtsratsmitglieds nicht übersteigenden Zeitraum bis zur nächsten Hauptversammlung der Aktionäre ausgefüllt werden, welche im Einklang mit den anwendbaren gesetzlichen Vorschriften über die endgültige Neubesetzung entscheidet.

25.6 Falls die Zahl der Aufsichtsratsmitglieder gegebenenfalls unter drei (3) beziehungsweise unter die von dieser Satzung bestimmte Mindestanzahl sinkt, muss diese vakante Stelle unverzüglich besetzt werden.

Artikel 26 Interessenkonflikte

Für die Interessenkonflikte auf der Ebene des Aufsichtsrats gelten die Bestimmungen des Artikels 22 dieser Satzung sinngemäß.

E. AUFSICHT UND PRÜFUNG DER GESELLSCHAFT

Artikel 27 Wirtschaftsprüfer

27.1 Die Geschäfte der Gesellschaft werden durch einen oder mehrere unabhängige Wirtschaftsprüfer *(réviseurs d'entreprises agréé(s))* im Einklang mit den gesetzlichen Bestimmungen beaufsichtigt.

27.2 Die Hauptversammlung der Aktionäre ernennt die unabhängigen Wirtschaftsprüfer und legt ihre Amtszeit fest, die sechs (6) Jahre nicht überschreiten darf. Ein ehemaliger oder aktueller unabhängiger Wirtschaftsprüfer kann von der Hauptversammlung der Aktionäre wiederbestellt werden.

27.3 Ein unabhängiger Wirtschaftsprüfer darf nur aus berechtigtem Grund oder mit seiner Zustimmung durch die Hauptversammlung der Aktionäre abberufen werden.

F. GESCHÄFTSJAHR – JAHRESABSCHLUSS – GEWINNE – ABSCHLAGSDIVIDENDEN

Artikel 28 Geschäftsjahr

Das Geschäftsjahr der Gesellschaft beginnt am ersten Januar eines jeden Jahres und endet am einunddreißigsten Dezember desselben Jahres.

Artikel 29 Jahresabschluss und Gewinne

29.1 Am Ende jeden Geschäftsjahres werden die Bücher geschlossen und der Vorstand erstellt im Einklang mit den gesetzlichen Anforderungen ein Inventar der Aktiva und Passiva, eine Bilanz und eine Gewinn- und Verlustrechnung.

29.2 Vom jährlichen Nettogewinn der Gesellschaft werden mindestens fünf Prozent (5%) der gesetzlichen Rücklage der Gesellschaft zugeführt. Diese Zuführung ist nicht mehr verpflichtend, sobald und solange die Gesamtsumme dieser Rücklage der Gesellschaft zehn Prozent (10%) des Gesellschaftskapitals beträgt.

29.3 Durch einen Aktionär erbrachte Einlagen in Rücklagen können ebenfalls der gesetzlichen Rücklage zugeführt werden.

29.4 Im Falle einer Herabsetzung des Gesellschaftskapitals kann die gesetzliche Rücklage entsprechend herabgesetzt werden, so dass diese zehn Prozent (10%) des Gesellschaftskapitals nicht übersteigt.

29.5 Auf Empfehlung des Vorstands legt die Hauptversammlung der Aktionäre fest, wie der Restbetrag der Gewinne der Gesellschaft verwendet soll, im Einklang mit dem Gesetz von 1915 und dieser Satzung. Für den Fall, dass Ausschüttungen vor dem Tag des Vollzugs des Geschäftszusammenschlusses vorgenommen werden,

(i) sofern die Ausschüttung den Betrag von einem Cent (EUR 0,01) pro Aktie nicht übersteigt, jst jede Aktie zum Bezug des gleichen Betrags berechtigt, soweit dieser Betrag einen Cent (EUR 0,01) pro Aktie nicht übersteigt; und

(ii) sofern die Ausschüttung den Betrag von einem Cent (EUR 0,01) pro Aktie übersteigt, (a) erhält jede Aktie eine Dividende von einem Cent (EUR 0,01) und (b) hat jede Aktie der Klasse A ein Anrecht auf den Bezug des gleichen Anteils der Ausschüttung vom Restbetrag (und keine der Aktien der Klasse B hat auf diese Ausschüttung ein Anrecht).

29.6 Für den Fall, dass Ausschüttungen nach dem Tag des Vollzugs vorgenommen werden, ist jede Aktie zum Bezug des gleichen Betrags pro Aktie berechtigt.

29.7 Wenn die Zahlung von Dividenden an eine Verwahrstelle, welche hauptsächlich mit einer Wertpapierabwicklungsstelle bezüglich Transaktionen mit Wertpapieren, Dividenden, Zinsen, fälligem Kapital oder anderen fälligen Beträgen von Wertpapieren oder anderen Finanzinstrumenten, arbeitet, über ein solches System der Verwahrstelle abgewickelt werden, entlastet dies die Gesellschaft. Die besagte Verwahrstelle schüttet diese Gelder an seine Einleger entsprechend dem Betrag der auf ihren Namen eingetragenen Wertpapiere oder anderen Finanzinstrumente aus.

29.8 Dividenden, die nicht innerhalb von fünf (5) Jahren nach dem Datum, an dem sie fällig und zahlbar geworden sind, eingefordert wurden, fallen an die Gesellschaft zurück.

Artikel 30 Abschlagsdividenden – Agio und andere Kapitalreserven

30.1 Der Vorstand kann im Einklang mit den Bestimmungen des Gesetzes von 1915 und dieser Satzung Abschlagsdividenden auszahlen.

30.2 Das Agio, andere Kapitalreserven und andere ausschüttbare Rücklagen können, im Einklang mit den Bestimmungen des Gesetzes von 1915 und den Regelungen dieser Satzung, frei an die Aktionäre ausgeschüttet werden.

30.3 Ungeachtet des Vorstehenden und vorbehaltlich des Gesetzes von 1915 kann der Vorstand insbesondere die in die Kapitalrücklage eingebrachten Beträge verwenden, um (i) Aktien gemäß Artikel 9 und Artikel 31 dieser Satzung einzuziehen oder zurückzukaufen und/oder (ii) einen Teil davon in Aktienkapital umzuwandeln, um Aktien aufgrund der Ausübung von Optionsscheinen auszugeben, die von der Gesellschaft ausgegeben wurden, und zwar nach dem Ermessen des Vorstands und unter Begrenzung oder Ausschluss des Vorzugsrechts der bestehenden Aktionäre.

30.4 Der Vorstand schafft eine spezifische Rücklage bezüglich der Ausübung jeglicher von der Gesellschaft ausgegebenen Warrants der Klasse A oder Warrants der Klasse B (die „**Warrant Rücklage**") und verteilt und überträgt Beträge, die in das Agio und/oder jegliche andere ausschüttbare Rücklage eingelegt wurden, in die Warrant Rücklage. Der Vorstand kann jederzeit ganz oder teilweise Beträge, die in eine solche Warrant Rücklage eingelegt wurden, zum Zwecke der Zahlung des Zeichnungspreises für rückkaufbare Aktien der Klasse A, welche folgend der Ausübung von Warrants der Klasse A oder Warrants der Klasse B ausgegeben werden, umwandeln. Nur im Falle des Scheiterns der Gesellschaft bei der Herbeiführung eines Geschäftszusammenschlusses innerhalb der mitgeteilten Zeit kann die Warrant Rücklage zur Einziehung von Aktien der Klasse A aufgewendet werden, sofern andere Rücklagen nicht ausreichen. Die Warrant Rücklage ist nicht ausschüttbar oder wandelbar vor Ausübung, Einzug oder Ablauf aller ausstehenden Warrants der Klasse A und Warrants der Klasse B und darf ausschließlich zur Zahlung der folgend einer Ausübung von solchen Warrants der Klasse A und Warrants der Klasse B auszugebenden rückkaufbaren Aktien der Klasse A verwendet werden; danach wird die Warrant Rücklage eine ausschüttbare Rücklage.

G. EINZIEHUNG VOR LIQUIDATION

Artikel 31 Einziehung von Aktien der Klasse A vor Liquidation

31.1 Falls die Gesellschaft den Vollzug eines Geschäftszusammenschlusses nicht erreicht, wird die Gesellschaft so schnell wie zumutbar möglich alle zu dem Zeitpunkt ausstehenden Aktien der Klasse A im Einklang mit Artikel 430-22 des Gesetzes von 1915 einziehen. Im Falle einer Liquidation vor dem Datum des Vollzugs zieht die Gesellschaft alle zu dem Zeitpunkt ausstehenden Aktien der Klasse A unmittelbar vor Eröffnung der Liquidation ein.

31.2 Artikel 9.3 findet im Falle einer Einziehung gemäß Artikel 31.1 entsprechende Anwendung. Zusätzlich zieht die Gesellschaft die Aktien zu einem Pro-Aktie Preis ein, zahlbar im Einklang mit Artikel 9.3 und gleich dem (a) insgesamt hinterlegten Betrag auf dem Treuhandkonto zum Zeitpunkt des Ablaufs des Erwerbszeitraums (wie unten definiert), reduziert um den auf dem Treuhandkonto hinterlegten Teil des Zeichnungspreises der Aktien der Klasse B und Warrants der Klasse B, falls vorhanden, der nicht zur Deckung negativer Zinsen verwendet wurde, geteilt durch (b) die Anzahl der zu dem Zeitpunkt ausstehenden Aktien der Klasse A.

Für den Fall, dass nicht alle Aktien der Klasse A im Einklang mit Artikel 32.1 aufgrund fehlender ausschüttbarer Rücklagen eingezogen werden können, werden Ausschüttungen vorrangig an die Inhaber der verbleibenden ausstehenden Aktien der Klasse A für jegliche auf dem Treuhandkonto verbleibenden Beträge vorgenommen.

H. LIQUIDATION

Artikel 32 Liquidation

32.1 Im Falle der Auflösung der Gesellschaft im Einklang mit Artikel 3.2 dieser Satzung wird die Liquidation durch einen oder mehrere Liquidatoren ausgeführt, welche von der Hauptversammlung der Aktionäre ernannt werden, die über die Auflösung der Gesellschaft beschließt und die Befugnisse und Vergütung der Liquidatoren bestimmt. Soweit nichts anderes bestimmt wird, haben die Liquidatoren die weitestgehenden Befugnisse für die Verwertung der Vermögenswerte und die Tilgung der Verbindlichkeiten der Gesellschaft.

32.2 Vor Vollzug und folgend der Einziehung der Aktien der Klasse A im Einklang mit Artikel 31.2, wird der aus der Verwertung der Vermögenswerte und Begleichung der Verbindlichkeiten resultierende Überschuss an die Aktionäre im Verhältnis der von ihnen gehaltenen Aktien der Klasse B ausgeschüttet. Nach Vollzug und folgend der Einziehung der Aktien der Klasse im Einklang mit Artikel 31.2 wird der aus der Verwertung der Vermögenswerte und Begleichung der Verbindlichkeiten resultierende Überschuss an die Aktionäre in entsprechender Anwendung von Artikel 29.6 dieser Satzung augeschüttet.

32.3 Falls innerhalb von vierundzwanzig (24) Monaten nach dem Datum, an dem die Aktien der Klasse A offiziell an der Frankfurter Börse in Verbindung mit dem Börsengang gehandelt werden oder siebenundzwanzig (27) Monaten für den Fall, dass die Gesellschaft eine verbindliche Vereinbarung mit einem Verkäufer einer Zielgesellschaft innerhalb dieser ursprünglichen vierundzwanzig (24) Monate getroffen hat (der „**Erwerbszeitraum**"), beruft der Vorstand unverzüglich nach Ablauf des Erwerbszeitraums eine Hauptversammlung der Aktionäre ein, welche über die Auflösung und Liquidation der Gesellschaft im Einklang mit der Verordnung, der Gesetz von 1915 und dieser Satzung beschließt.

I. SCHLUSSBESTIMMUNGEN – ANWENDBARES RECHT

Artikel 33 Anwendbares Recht

Für alle in dieser Satzung nicht geregelten Angelegenheiten gelten die Regelungen der Verordnung und des Gesetzes von 1915 und der Verordnung.

FUER GLEICHLAUTENDE ABSCHRIFT DER KOORDINIERTEN SATZUNG,

Ettelbruck, den 29. April 2021.

Der Notar (gez.) : Marc ELVINGER

SCHEDULE 16.1.1(c)-2

AMENDMENTS TO 468 SPAC GOVERNING DOCUMENTS (RULES OF PROCEDURE MANAGEMENT BOARD)

[***Note to Draft:*** *As soon as reasonably practicable after the Signing Date, the Company and 468 SPAC shall amend the attached governing documents such that they reflect what is customary for a Luxembourg publicly listed company including to eliminate all special governance rights of the 468 SPAC Sponsors (or any other shareholder).*]

FINAL

RULES OF PROCEDURE OF THE MANAGEMENT BOARD

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as approved by the management board of the Company on 14 April 2021

Rules of Procedure of the Management Board

of

468 SPAC I SE

as of 14 April 2021

By resolution dated 14 April 2021, the management board (the "**Management Board**") of 468 SPAC I SE (the "**Company**",) has adopted the following rules of procedure for the Management Board (the "**Rules of Procedure**").

1. General Provisions

1.1. The Management Board is responsible for managing the business of the Company in its own responsibility. The Management Board is vested with the broadest powers to act in the name of the Company and to take any action deemed necessary or useful to fulfill the Company's corporate purpose, subject to the powers granted by mandatory provisions of law, the articles of association of the Company (the "**Articles of Association**") and these Rules of Procedure to the Supervisory Board or to the general meeting of shareholders. In doing so, it shall act in the best interest of the Company and the Company and to pursue the objective of increasing the sustainable value of the Company. It develops the strategy of the Company, regularly coordinates it with the Supervisory Board and ensures its implementation.

1.2. The Management Board conducts the Company's business with the due care and diligence of a prudent and conscientious manager in accordance with the applicable law, the Articles of Association and these Rules of Procedure. It cooperates in an atmosphere of collegiality and trust with the other bodies of the Company in the best interest of the Company.

1.3. The Management Board shall ensure that all legal requirements and internal policies of the Company are complied with. It shall institute appropriate measures reflecting the Company's risk profile and disclose the main features of those measures. It shall ensure appropriate risk management and control are in place across the Company.

1.4. The Management Board shall ensure employees and third parties are given the opportunity to report, in a protected manner, suspected breaches of the law within the Company.

2. Conflict of Interest

2.1. The members of the Management Board shall act in the best interests of the Company.

2.2. All transactions between the Company, or a Company on the one hand and the members of the Management Board, as well as parties related to them or companies they have a personal association with on the other hand or any other transaction which qualify as a "related party transaction" within the meaning of the law of 24 May 2011 regarding certain shareholders' rights at general meetings, as amended (the "**Shareholder Rights Law**") must comply with standards that would apply in an arm's length transaction. In addition, such transactions are subject to approval by the Management Board and the Supervisory Board if they are material and shall be published if so required under the provisions of the Shareholder Rights Law.

2.3. Any member of the Management Board who has, directly or indirectly, a financial interest conflicting with the interest of the Company in connection with a transaction falling within the competence of the Management Board must have his declaration recorded in the minutes of the Management Board meeting, shall disclose such conflicts of interest immediately to the Supervisory Board, and inform the other members of the Management Board thereof. The relevant member of the Management Board may not take part in the discussions relating to such transaction nor vote on such transaction. Any such conflict of interest must be reported

to the next general meeting of shareholders prior to such meeting taking any resolution on any other item. In addition, the authorisation of the Supervisory Board is required for such transaction. The conflict of interest rules shall not apply where the decision of the Management Board relates to day-to-day transactions entered into under normal conditions. The conflict of interest rules apply to the day-to-day managers of the Company (*délégués à la gestion journalière)* who are member of the Management Board.

2.4. Members of the Management Board may not, in connection with their work, demand nor accept from third parties payments or other advantages for themselves or for any other person or grant third parties unlawful advantages.

2.5. The age limit for members of the Management Board shall be sixty-nine (i.e. is exceeded on the Management Board member's seventieth birthday). The maximum term of office for a Management Board member ends with the expiration of the general meeting of shareholders that resolves on the discharge for the exercise of the Management Board member's mandate for the fourth financial year of the term of office. The year of appointment does not count towards the four years. Re-appointment is permissible.

3. Members' Obligations

3.1. The Management Board shall regularly inform the Supervisory Board via its Chairman of any other important event and business matters which may have a significant impact on the situation of the Company without undue delay. An important event shall be deemed to include business matters at an affiliated company of which the Management Board has become aware which may have a significant impact on the Company's situation.

3.2. The information to be provided to the Supervisory Board shall be issued, to the extent possible, in due time and, in general, in written form. The Management Board shall at least address a written report to the Supervisory Board every three months.

3.3. The Management Board shall, upon request of the Supervisory Board or any of its members, at any time, report to the Supervisory Board on all matters regarding the Company, its legal and business relations and any business transactions and matters that may have a significant impact on the position of the Company. The members of the Management Board shall furthermore, if so requested by the Supervisory Board or the chairman of the Supervisory Board, attend the Supervisory Board meetings.

3.4. The members of the Management Board, as well as any person assisting the meetings of the Management Board, are bound to confidentiality in respect to all information they have regarding the Company and disclosure of which could be harmful for the interests of the Company (except where required by law or public interest), and continue to be bound by such duty of confidentiality also after having resigned/been dismissed. They shall ensure that the staff members employed by them observe confidentiality obligation accordingly.

4. Corporate Governance Report

4.1. The Management Board together with the Supervisory Board shall publish annually a report on corporate governance (the "**Corporate Governance Report**") if any as may be required by the law of 19 December 2002 on the trade and companies register and the accounting and annual accounts of enterprises (the "**2002 Law**"). If published, the Corporate Governance Report shall, *inter alia*, contain the following information:

- the number the Supervisory Board regards as the appropriate number of independent Supervisory Board members and the names of these members;

- specific information on stock option programmes and similar securities-based incentive systems of the Company, unless this information is already provided in the annual financial statements, the consolidated financial statements or a report on remuneration; and

- the implementation status of the overall target profile of the required skills and expertise set forth by the Supervisory Board.

4.2. When appointing the Company's executives, the Management Board shall consider the principle of diversity, and in particular endeavor to achieve the appropriate consideration of women for such positions.

4.3. The Management Board shall reason interim financial information with the supervisory board of the Company before publishing the same.

5. Management of Business Areas and Joint Responsibility; day-to-day management

5.1. The Board may appoint one or more of its members or third persons as daily managers of the Company (*délégués à la gestion journalière*) to whom it delegates the Company's day-to-day management of the Company (*gestion journalière*). Such day-to-day manager shall have the power, jointly or individually, as decided by the Board from time to time, to engage the Company vis-à-vis third parties within the limits of their powers.

5.2. The Management Board shall appoint a group CEO, as well as a group CIO, a group CTO and a group CAO among its members and delegate to each of them the daily management (*gestion journalière*), with the power for each of them to individually engage and bind the Company vis-à-vis third parties within the limits of their powers.

5.3. The Board may also grant special powers by notarized proxy or private instrument to any person(s) acting alone or jointly with others as agent of the Company.

6. Meetings and Resolutions of the Management Board

6.1. The Management Board shall elect from among its members a chairman.

6.2. The Management Board shall hold at least one meeting in each calendar quarter. Additional meetings shall be convened if necessary.

6.3. The Supervisory Board and each member of the Management Board, indicating the purpose and the reasons for the request, is entitled to ask the chairman to convene a meeting of the Management Board without undue delay. The chairman shall accede to all such requests.

6.4. Any member of the Management Board shall convene the meetings of the Management Board by giving at least five (5) calendar days' notice, not including the day on which the invitation is sent or the day of the meeting itself. Notice of meetings shall be given in writing (including by electronic means). In urgent cases, the chairman may shorten this period and may call the meeting orally. The notice of meetings shall specify the items on the agenda. Proposals for resolutions by individual members of the Management Board which are received before the agenda is sent out shall be placed on the agenda. With respect to transactions requiring the approval of the Management Board, relevant documents shall be provided in due time prior to the meeting.

6.5. Except for meetings convened pursuant to Section 6.3 above, the chairman can cancel or postpone a called meeting at discretion.

6.6. Meetings of the Management Board shall take place at the registered office of the Company or any other place in the Grand-Duchy of Luxembourg indicated in the convening notice. Management Board members may exceptionally attend meetings by telephone or videoconference. In such case, such members are considered to be present for the meeting. Any means of communication allowing all persons to participate at such meeting by electronic means must ensure that the participants may hear one another on a continuous basis and allow for an effective participation in the meeting.

6.7. Meetings of the Management Board are chaired by the chairman of the Management Board. He/she determines the order in which the items on the agenda are dealt with as well as the manner, order and form of the voting procedure. He/she may postpone dealing with items

on the agenda in his/her best judgement, except for agenda items proposed by individual members of the Management Board pursuant to Section 6.4.

6.8. The chairman of the Management Board shall appoint a person to take down the minutes. Such person must not be a member of the Management Board. Minutes shall be signed by the chairman and circulated previously to all participating members of the Management Board for comments. The chairman of the Management Board decides whether to call upon experts and people able to provide information for dealing with individual items on the agenda.

6.9. The language in which the meeting shall be conducted is English or German and the notices and minutes of meetings shall be written in English or German, unless the chairman of the Management Board decides otherwise. If a member of the Management Board is not in command of the relevant language, the chairman shall procure a suitable form of translation upon request of such member of the Management Board.

6.10. Absent members of the Management Board can participate in the passing of resolutions by granting a proxy to other members of the Management Board.

6.11. Resolutions on matters which have not been mentioned on the agenda enclosed with the notice to the meeting shall only be permitted if all members of the Management Board agree to deliberate upon such matter.

6.12. If the Management Board has (i) two (2) members, it has a quorum if all its members attend the meeting, and if it has (ii) three or more members, It has a quorum if at least half of its members attend the meeting.

6.13. The Management Board shall use its best efforts to ensure that its resolutions are adopted unanimously. If unanimity cannot be achieved, the relevant resolution shall be passed with a simple majority of the votes cast, unless other majorities are required by law, the Articles of Association or these Rules of Procedure. If the Management Board has only two (2) members, any resolutions must be adopted unanimously. If a voting in the Management Board results in a tie, the vote of the chairman of the is decisive.

6.14. Resolutions may be adopted unanimously outside of meetings by circular means when expressing its approval in writing (by electronic mail or otherwise), provided that each of the members of the Management Board participates in such resolution by circular means. The member of the Management Board may express their consent separately on one or several documents. The date of such resolutions shall be the date of the last signature.

7. Minutes

7.1. Minutes shall be taken of the resolutions and meetings of the Management Board and shall be signed by the chairman. The minutes of meetings shall state the place and date of the meeting, the participants, the items on the agenda, the principal contents of the proceedings and the resolutions of the Management Board.

7.2. A copy of the minutes shall be sent to each member of the Management Board. The original copy of the minutes shall be kept with the Company's records at the registered office.

7.3. Minutes are deemed to be approved if no member of the Management Board who took part in the passing of the resolutions objects in writing to the chairman of the Management Board stating the reasons and proposing an alternative wording within a period of one month of the minutes were sent or any shorter timeline set by the Chairman. The signature of the Chairman shall be conclusive evidence that the respective timeline has been respected and/or all board members participating agreed to the content of the minutes. To the extent that minutes of resolutions are recorded verbatim during the meeting and immediately signed by the chairman as part of the minutes, an objection against the wording of the resolution is only permitted during the meeting.

7.4. Minutes shall be signed by the chairman or any two members. Copies or excerpts of such original minutes to be produced in judicial proceedings or to be delivered to any third party may be signed by any member of the Management Board.

7.5. These Rules of Procedure may be amended by a decision of the Management Board.

8. Transactions Requiring Approval of the Supervisory Board

8.1. The Management Board may undertake the transactions and measures listed in Article 18.4 of the Articles of Association only with authorisation of the Supervisory Board or, if applicable, a Supervisory Board committee which has been appointed for these purposes by the Supervisory Board. The authorisation is also required if such transactions and measures are carried out by subsidiaries or joint ventures. The Management Board shall ensure, to the extent legally permitted, that the transactions and measures listed which are carried out by subsidiaries or joint ventures require the prior consent of the Management Board and may only give its consent after the authorisation of the Supervisory Board or, if applicable, a competent committee of the Supervisory Board has been obtained.

8.2. The Supervisory Board may give revocable consent in advance to a certain group of transactions in general or to individual transactions that meet certain requirements.

8.3. If, due to special circumstances, waiting for the authorisation of the Supervisory Board or, if applicable, a competent Supervisory Board committee would have a material adverse effect on the Company, the Management Board shall generally obtain at least the authorisation of the chairman of the Supervisory Board. The authorisation of the Supervisory Board or, if applicable, the competent committee shall be obtained in this case without undue delay thereafter.

8.4. The Supervisory Board's authorisation to any transactions and measures is not required if the Supervisory Board or, if applicable, the competent committee has already approved such transactions in general or on an individual basis in connection with the business planning, or to the extent that such transaction or such measure is already included in the budget of the Company and the Company.

8.5. Prior to entering into any transactions or taking any measures which have a similar size and impact as the matters listed in the Articles of Association but do not require the authorisation of the Supervisory Board pursuant to the Articles of Association , the Management Board shall inform the chairman of the Supervisory Board about the relevant transaction or measure.

9. Committees

The Management Board may (but shall not be obliged to unless required by law) create from time to time one or several committees composed of members of the Management Board and delegate limited powers in respect of specific tasks delegated by the Management Board and/or a consultancy role to such committees, as appropriate. The Management Board may at any time revoke such powers and cannot delegate all or substantially all of its powers to such committees. For each committee, the Management Board shall adopt a charter or rules of procedure setting forth powers and attributions.

* * *

SCHEDULE 16.1.1(c)-3

AMENDMENTS TO 468 SPAC GOVERNING DOCUMENTS
(RULES OF PROCEDURE SUPERVISORY BOARD)

[***Note to Draft:*** *As soon as reasonably practicable after the Signing Date, the Company and 468 SPAC shall amend the attached governing documents such that they reflect what is customary for a Luxembourg publicly listed company including to eliminate all special governance rights of the 468 SPAC Sponsors (or any other shareholder).*]

FINAL

RULES OF PROCEDURE OF THE SUPERVISORY BOARD

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as approved by the supervisory board of the Company on 14 April 2021

Rules of Procedure of the supervisory board

of

468 SPAC I SE

as of 14 April 2021 (the "**Rules of Procedure**")

The supervisory board (the "**Supervisory Board**") of 468 SPAC I SE (the "**Company**") has adopted the following rules of procedure pursuant to its articles of association by resolution dated 14 April 2021.

1. General Provisions

1.1 The Supervisory Board regularly advises and supervises the management board (the "**Management Board**") in its management of the Company. It shall be involved in decisions of fundamental importance for the Company through rights of consent as determined in the articles of association of the Company (the "**Articles of Association**") and of control.

1.2 The Supervisory Board conducts its business in accordance with applicable law, the Articles of Association and these Rules of Procedure. It cooperates closely in an atmosphere of trust with the other bodies of the Company, especially with the Management Board, in the best interest of the Company.

2. Members of the Supervisory Board

2.1 The Supervisory Board shall be composed of at least three (3) members.

2.2 Each member of the Supervisory Board shall have the required knowledge, abilities and expert experience to fulfil his/her duties properly. At least one (1) member of the Supervisory Board shall have knowledge in the field of accounting and auditing. Each member of the Supervisory Board shall take care that he/she has sufficient time to perform his/her mandate. The members of the Supervisory Board shall take responsibility for undertaking any training or professional development measures necessary to fulfil their duties. The Company shall adequately support them in this regard.

2.3 In the event of a vacancy in the office of a member of the Supervisory Board because of death, legal incapacity, bankruptcy, retirement or otherwise, this vacancy may be filled on a temporary basis and for a period not exceeding the initial mandate of the replaced member of the Supervisory Board, by the remaining members of the Supervisory Board until the next general meeting of shareholders which shall resolve on a permanent appointment in compliance with the applicable legal provisions. In case of vacancy, he remains bound/committed.

2.4 The Supervisory Board has specified the following goals for its composition and the following profile of skills and expertise for the entire Supervisory Board:

2.4.1 Qualifications. The Supervisory Board members taken together shall have the required knowledge, abilities and expert experience required to successfully complete their tasks. The members in their entirety shall be familiar with the sector in which the Company operates.

2.4.2 Conflicts of interest. At least one member of the Supervisory Board shall not have any board position, consulting or representation duties with main suppliers, lenders or other business partners of the Company. Supervisory Board members shall not exercise directorships or similar positions or advisory tasks for material competitors of the Company.

2.4.3 Age and term of office. The age limit for members of the Supervisory Board shall be seventy-five (i.e. is exceeded on the Supervisory Board member's seventy-sixth birthday). The maximum term

of office for a Supervisory Board member ends with the expiration of the general meeting of shareholders (the "**General Meeting**") that resolves on the discharge for the exercise of the Supervisory Board member's mandate for the fourth financial year of the term of office. The year of appointment does not count towards the four years. Re-appointment is possible.

2.5 Proposals by the Supervisory Board to the General Meeting for its composition shall aim at fulfilling the overall profile of the required skills and expertise set out in this Section 2. When making its proposals to the General Meeting concerning the election of new members to the Supervisory Board, the Supervisory Board shall satisfy itself that the respective candidates are able to devote the expected amount of time required. Until the consummation of a Business Combination (as defined in the Articles of Association), the proposal for appointments of new members of the Supervisory Board shall be made upon proposal of the holders of class B shares only.

2.6 The Supervisory Board shall comprise what it considers an adequate number of independent members. However, no fewer than one (1) member shall be independent. A member will not be considered independent if he/she has a personal or business relationship with the Company, its governing bodies, a controlling shareholder or a company affiliated with a controlling shareholder that may cause a substantial and not merely temporary conflict of interest.

3. Chairman

3.1 The Supervisory Board shall elect from among its members a chairman. The term of office of the chairman corresponds to their term of office as members of the Supervisory Board unless no shorter term is determined at the time of their election. The election shall take place under the direction of the oldest Supervisory Board member present following the most recent General Meeting that elected the members of the Supervisory Board.

3.2 If the chairman leaves such office before the end of their term, the Supervisory Board shall conduct a new election without undue delay.

3.3 The chairman coordinates the activities of the Supervisory Board and its cooperation with the Management Board. The chairman shall regularly maintain contact with the Management Board and consult with the Management Board on strategy, planning, business development, risk management and compliance of the Company as well as on important events which are essential for the assessment, development and management of the Company.

3.4 The chairman shall inform the Supervisory Board without undue delay of major events notified to him by the members of the Management Board that are of material importance for the assessment of the Company's status and performance, and for the management of the Company. If required, the chairman shall convene an extraordinary Supervisory Board meeting.

3.5 Declarations of the Supervisory Board are made in the name of the Supervisory Board by the chairman. The chairman of the Supervisory Board, but not any other member, is authorised to accept declarations on behalf of the Supervisory Board. Other documents and publications of the Supervisory Board shall be signed by the chairman or, in his absence, any two members.

3.6 Unless these Rules of Procedure or the Articles of Association expressly provide otherwise, the deputy chairman has, in the absence of the chairman, the same rights and obligations as the chairman.

4. Members' Rights and Obligations

4.1 All members of the Supervisory Board have the same rights and duties unless otherwise determined by applicable law, the Articles of Association or these Rules of Procedure. They are not bound by orders or instructions.

4.2 Confidentiality

4.2.1 The members of the Supervisory Board, as well as any person assisting the meetings of the Supervisory Board, shall be obliged to maintain confidentiality in respect to all information they have regarding the Company and disclosure of which could be harmful for the interests of the Company (except where required by law or public interest), and continue to be bound by such duty of confidentiality also after having resigned/been dismissed. Furthermore, the members of the Supervisory Board are obliged not to disclose any other facts which become known to them in their capacity as members of the Supervisory Board to third parties, if the disclosure of such facts could affect the interests of the Company. Persons who are permitted to attend meetings of the Supervisory Board shall be expressly bound to the confidentiality obligation.

4.2.2 In case a member of the Supervisory Board intends to disclose information (other than information obviously permitted to be disclosed) to third parties, he/she shall inform the chairman of the Supervisory Board in advance to settle any disputes on the confidentiality obligation which might arise. In case the chairman does not agree to the disclosure, he/she shall inform the other members of the Supervisory Board and cause a statement of position of the Supervisory Board to be made without undue delay. Until this statement is made, the relevant member of the Supervisory Board shall observe confidentiality regarding the facts which became known in his/her capacity as a member of the Supervisory Board.

4.2.3 The members of the Supervisory Board are obliged to hand over all documents in their possession which relate to the affairs of the Company without undue delay to the chairman of the Supervisory Board when their respective membership of the Supervisory Board comes to an end. This obligation does also apply for duplicates and photocopies. Any copies of electronic data files and documents have to be destroyed without undue delay at the request of the chairman. The members of the Supervisory Board have no right of retention regarding these documents.

4.3 Corporate Governance Report

The Supervisory Board together with the Management Board shall publish annually a report on corporate governance (the "**Corporate Governance Report**") if any as may be required by the law of 19 December 2002 on the trade and companies register and the accounting and annual accounts of enterprises (the "**2002 Law**").

4.4 Conflict of Interests

4.4.1 Each member of the Supervisory Board is obliged to act in the best interests of the Company.

4.4.2 Any member of the Supervisory Board who has, directly or indirectly, a financial interest conflicting with the interest of the Company in connection with a transaction falling within the competence of the Supervisory Board must have his declaration recorded in the minutes of the Supervisory Board meeting, shall disclose such conflicts of interest immediately to the Supervisory Board, and inform the other members of the Supervisory Board thereof. The relevant member of the Supervisory Board may not take part in the discussions relating to such transaction nor vote on such transaction. Any such conflict of interest must be reported to the next general meeting of shareholders prior to such meeting taking any resolution on any other item. In addition, the authorisation of the Supervisory Board is required for such transaction. The conflict of interest rules shall not apply where the decision of the Supervisory Board relates to day-to-day transactions entered into under normal conditions.

4.4.3 Members of the Supervisory Board may not, in connection with their work for the Company, demand nor accept from third parties payments or other advantages for themselves or for any other person or grant third parties unlawful advantages.

4.4.4 All transactions between the Company, or a Company on the one hand and the members of the Supervisory Board, as well as parties related to them or companies they have a personal association with on the other hand or any other transaction which qualifies as a "related party transaction" within the meaning of the law of 24 May 2011 regarding certain shareholders' rights at

general meetings, as amended (the "**Shareholder Rights Law**") must comply with standards that would apply in an arm's length transaction. In addition, such transactions are subject to approval by the Management Board and the Supervisory Board if they are material and shall be published if so required under the provisions of the Shareholder Rights Law.

4.5 Appointment, Composition and Remuneration of the Management Board

4.5.1 The Supervisory Board shall appoint the Management Board members. It shall ensure the Management Board consists of the required number of members as provided for by the Articles of Association of the Company. When appointing Management Board members, the Supervisory Board shall take diversity into account. The Supervisory Board shall determine targets for the share of female Management Board members and shall specify an age limit for the members of the Management Board. Together with the Management Board, the Supervisory Board shall ensure that there is long-term succession planning of the Management Board.

4.5.2 The Supervisory Board shall implement a remuneration policy for the Management Board (the "**Remuneration Policy**"). In determining the Remuneration Policy and the individual remuneration of each member of the Management Board, as well as scope and manner of reporting on remuneration, the Supervisory Board shall take into account the Shareholder Rights Law.

4.5.3 If the Supervisory Board calls upon an external remuneration expert to evaluate the appropriateness of the remuneration for the Management Board, it shall ensure that the expert is independent from the Management Board and the Company.

4.5.4 The remuneration policy and amendments thereto, as well as the remuneration report shall be submitted to the General Meeting in for an advisory vote in accordance with the Shareholder Rights Law and the Supervisory Board shall inform subsequent General Meetings about any relevant amendments.

5. Meetings

5.1 The Supervisory Board shall hold at least one meeting in each calendar quarter. Additional meetings shall be convened if necessary.

5.2 Each member of the Supervisory Board or the Management Board, indicating the purpose and the reasons for the request, is entitled to ask the chairman to convene a meeting of the Supervisory Board without undue delay. Should this request not be granted, the member of the Supervisory Board or the Management Board may convene the Supervisory Board himself/herself, stating the facts and an agenda.

5.3 The chairman of the Supervisory Board shall convene the meetings of the Supervisory Board by giving at least five (5) calendar days' notice, not including the day on which the invitation is sent or the day of the meeting itself. Notice of meetings shall be given in writing (including by electronic means). In urgent cases, the chairman may shorten this period and may call the meeting orally. The notice of meetings shall specify the items on the agenda. Proposals for resolutions by individual members of the Supervisory Board or the Management Board which are received before the agenda is sent out shall be placed on the agenda. With respect to transactions requiring the approval of the Supervisory Board, relevant documents shall be provided in due time prior to the meeting.

5.4 Except for meetings convened pursuant to section 5.3 sentence 3, the chairman can cancel or postpone a called meeting at discretion.

5.5 Meetings of the Supervisory Board shall take place at the registered office of the Company or any other place in Luxembourg indicated in the convening notice for the relevant meeting. Individual Supervisory Board members may, subject to the prior written consent of the chairman of the Management Board/, attend meetings by telephone or other electronic means. In such case, such members are considered to be present for the meeting. Any means of communication allowing all

persons to participate at such meeting must ensure that the participants may hear one another on a continuous basis and allow for an effective participation in the meeting.

5.6 Meetings of the Supervisory Board are chaired by the chairman of the Supervisory Board. He/she determines the order in which the items on the agenda are dealt with as well as the manner, order and form of the voting procedure. He/she may postpone dealing with items on the agenda in his/her best judgement, except for agenda items proposed by individual members of the Supervisory Board or Management Board pursuant to Section 5.3 sentence 3.

5.7 The chairman of the Supervisory Board decides whether to call upon experts and people able to provide information for dealing with individual items on the agenda.

5.8 The language in which the meeting shall be conducted is German or English and the notices and minutes of meetings shall be written in German or English, unless the chairman of the Supervisory Board decides otherwise.

5.9 Any member of the Management Board shall attend the meetings of the Supervisory Board if convened by the chairman of the Supervisory Board.

5.10 Absent members of the Supervisory Board can participate in the passing of resolutions by granting a proxy to other members of the Supervisory Board.

5.11 Resolutions on matters which have not been mentioned on the agenda enclosed with the notice to the meeting shall only be permitted if all members of the Supervisory Board agree to deliberate upon such matter.

5.12 The Supervisory Board has a quorum if at least half of the members attend the meeting.

5.13 Unless otherwise provided by mandatory law and subject to these Rules of Procedure, resolutions of the Supervisory Board are passed with a simple majority of the votes cast. Abstentions in a vote shall not count as a vote cast. If a voting in the Supervisory Board results in a tie, the vote of the chairman of the Supervisory Board is decisive.

5.14 Resolutions may be adopted unanimously outside of meetings by circular means when expressing its approval in writing (by electronic mail or otherwise), provided that each of the members of the Supervisory Board participates in such resolution by circular means. The members of the Supervisory Board may express their consent separately on one or several documents. The date of such resolutions shall be the date of the last signature.

6. Minutes

6.1 The chairman of the Supervisory Board shall appoint a person to take down the minutes. Such person shall not be a member of the Supervisory Board. Minutes shall be taken of the resolutions and meetings of the Supervisory Board and shall be signed by the chairman and circulated previously to all participating members of the Supervisory Board for comments. The minutes of meetings shall state the place and date of the meeting, the participants, the items on the agenda, the principal contents of the proceedings and the resolutions of the Supervisory Board.

6.2 A copy of the minutes shall be sent to each member of the Supervisory Board and, unless matters regarding the Management Board are dealt with, to the Management Board without undue delay after they have been prepared. The original copy of the minutes shall be kept with the Company's records.

6.3 Minutes are deemed to be approved if no member of the Supervisory Board who took part in the passing of the resolutions objects in writing to the chairman of the Supervisory Board stating the reasons and proposing an alternative wording within a period of one (1) month of the minutes being sent or any shorter timeline set by the Chairman. The signature of the Chairman shall be conclusive evidence that the respective timeline has been respected and/or all board members participating

agreed to the content of the minutes. To the extent that minutes of resolutions are recorded *verbatim* during the meeting and immediately signed by the chairman as part of the minutes, an objection against the wording of the resolution is only permitted during the meeting.

6.4 Minutes shall be signed by the chairman or any two members. Copies or excerpts of such original minutes to be produced in judicial proceedings or to be delivered to any third party may be signed by any member of the Supervisory Board.

6.5 In accordance with the Articles of Association, these Rules of Procedure may be amended by a decision of the Supervisory Board.

7. General Provisions for the Committees

7.1 The function of the audit committee shall be assumed by the Supervisory Board as long as the Company qualifies as small and medium-sized enterprises (SMEs) in accordance with article 2, (1), (f) of the directive 2003/71/EC of the European parliament and of the council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC.

7.2 The initial chairman of the Supervisory Board shall be Mr. Gisbert Rühl, as non-executive member.

7.3 If the abovementioned criteria in 7.1 and 7.2 are no longer fulfilled, the Supervisory Board will appoint an audit committee and adopt its terms of reference in accordance with any applicable law.

7.4 The Supervisory Board may (but shall not be obliged to unless required by law) create committees from time to time. To the extent permitted by law, the Articles of Association and these Rules of Procedure, such committee may be composed of members of the Supervisory Board and/or members of the Management Board and/or third parties. The Supervisory Board may delegate limited powers in respect of specific tasks determined by the Supervisory Board and/or a consultancy role to such committees, as appropriate. The Supervisory Board may at any time revoke such powers and cannot delegate all or substantially all of its powers to such committees. For each committee, the Supervisory Board shall adopt a charter or rules of procedure setting forth powers and attributions.

7.5 The Supervisory Board shall appoint one (1) of the members of a committee as chairman of such committee, unless provided otherwise by mandatory law or these Rules of Procedure.

7.6 If any member of a committee who was appointed by the Supervisory Board leaves the committee or is unable to perform his/her mandate (other than temporarily), the Supervisory Board shall elect a replacement member without undue delay (at the latest in its next meeting) for the member's remaining term.

7.7 The chairman of the committees shall convene the committees. Section 5 (Meetings) and section 6 (Minutes) shall apply mutatis mutandis to the committees.

8. Review of Efficiency

The Supervisory Board shall review the efficiency of its activities at least annually.

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SCHEDULE 16.1.3(C)

AMENDMENTS TO THE COMPANY GOVERNING DOCUMENTS

ARTICLES OF ASSOCIATION
BOXINE GMBH

Gesellschaftsvertrag

Articles of Association

§ 1
Firma und Sitz

(1) Die Firma der Gesellschaft lautet Boxine GmbH.

(2) Die Gesellschaft hat ihren Sitz in Düsseldorf.

§ 1
Business name and registered office

(1) The business name of the Company is Boxine GmbH.

(2) The Company's registered office is in Dusseldorf.

§ 2
Gegenstand des Unternehmens

(1) Gegenstand des Unternehmens ist die Entwicklung, die Produktion und der Vertrieb von hochwertigen elektronischen Wiedergabegeräten.

(2) Die Gesellschaft kann andere Gesellschaften jeglicher Rechtsform im In- und Ausland gründen, erwerben oder sich an ihnen beteiligen. Sie ist berechtigt, ihre Geschäfte im In- und Ausland zu betreiben, insbesondere Zweigniederlassungen zu errichten.

(3) Die Gesellschaft ist berechtigt, alle Geschäfte vorzunehmen, die geeignet sind, den Gesellschaftszweck unmittelbar oder mittelbar zu fördern.

§ 2
Object of the Company

(1) Object of the Company is the development, production and distribution of high quality electronic playback devices.

(2) The Company may establish, acquire or participate in other companies of any legal form in Germany and abroad. It is entitled to conduct its business in Germany and abroad, in particular to establish branches.

(3) The Company is authorized to engage in all transactions that are suitable for directly or indirectly promoting the Company's purpose.

§ 3
Dauer, Geschäftsjahr und Bekanntmachungen

(1) Die Gesellschaft ist auf unbestimmte Dauer errichtet.

(2) Geschäftsjahr ist das Kalenderjahr.

(3) Bekanntmachungen der Gesellschaft erfolgen nur im Bundesanzeiger.

§ 3
Duration, Financial Year, and Publications

(1) The company is established for an indefinite period of time.

(2) The financial year is the calendar year.

(3) Publications of the company shall only be made in the federal gazette.

§ 4

Stammkapital und Einlagen

Das Stammkapital der Gesellschaft beträgt EUR 64.097,00. Es ist voll erbracht.

§ 4

Share Capital and Contributions

The registered share capital of the Company amounts to EUR 64.097,00. It is fully paid in.

§ 5

Geschäftsführer und Vertretung

(1) Die Gesellschaft hat einen oder mehrere Geschäftsführer. Ist nur ein Geschäftsführer bestellt, vertritt dieser die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, wird die Gesellschaft durch zwei Geschäftsführer oder einen Geschäftsführer gemeinschaftlich mit einem Prokuristen vertreten.

(2) Die Gesellschafterversammlung kann einem oder mehreren Geschäftsführern die Befugnis zur Einzelvertretung einräumen und/oder allgemein oder im Einzelfall Befreiungen von den Beschränkungen des § 181 BGB erteilen.

(3) Die Gesellschafterversammlung kann eine Geschäftsordnung für die Geschäftsführung beschließen, wonach unter anderem die Vornahme bestimmter Geschäfte durch die Geschäftsführung der vorherigen Zustimmung der Gesellschafterversammlung bedarf.

§ 5

Managing Directors and Representation

(1) The Company has one or more managing directors. If only one managing director is appointed, then he represents the Company acting alone. If several managing directors are appointed, the Company will be represented by two managing directors or one managing director together with an Authorized Signatory (*Prokurist*).

(2) The shareholders' meeting may grant individual power to represent the Company to one or several managing directors and/or release them generally or for an individual case from the restrictions set forth by sec. 181 of the German Civil Code (*BGB*).

(3) The shareholders' meeting may adopt rules of procedure for the management, according to which, among other things, the performance of certain transactions by the management requires the prior consent of the shareholders' meeting.

§ 6

Gesellschafterversammlung, Gesellschafterbeschlüsse

(1) Die Gesellschafterversammlungen finden am Sitz der Gesellschaft oder jedem anderen Ort statt, dem alle Gesellschafter zustimmen.

(2) Die Gesellschafterversammlung wird durch die Geschäftsführer in Textform mit einer Frist von einer Woche unter Angabe von Zeit, Ort und Tagesordnung, gerechnet vom Tage des Versands. Der Tag der Absendung der Einladung und der Tag der

§ 6

Shareholders' Meeting, Shareholders' Resolutions

(1) Shareholders' meetings shall take place at the registered office of the Company agreed upon by all shareholders.

(2) Shareholders' meetings shall be called by the managing directors in text form with one weeks' notice calculated from the day of sending with the notice stating the time, place and agenda. The day of the invitation and the day of the

Versammlung werden nicht mitgerechnet.

meeting is not counted.

(3) Gesellschafterbeschlüsse können auch außerhalb einer Gesellschafterversammlung im schriftlichen Umlaufverfahren, mündlich, per Email und durch alle anderen Kommunikationsmöglichkeiten oder gemischt gefasst werden, sofern sämtliche Gesellschafter einverstanden sind und keine Beurkundungspflicht besteht.

(3) Shareholders' resolutions may also be passed outside of a shareholder meeting by way of a written circulation procedure, verbally, by way of email or by any other means of communication or mixed, provided that all shareholders consent and no duty exists to have a notarial record.

(4) Soweit nicht eine notarielle Niederschrift über die Gesellschafterversammlung aufgenommen wird, ist unverzüglich nach der Beschlussfassung als Nachweis eine Niederschrift aufzunehmen. Gleiches gilt entsprechend für Beschlüsse, die gemäß vorstehendem § 6 Absatz 3 außerhalb von Gesellschafterversammlungen gefasst werden.

(4) If no notarial minutes of the shareholders' meeting are taken, a written record must be noted as evidence immediately after the resolution has been passed. The same applies to shareholders' resolution being passed outside of shareholders' meeting pursuant to Section 6 para. 3 above, accordingly.

§ 7

Sprache

Die deutsche Textfassung dieses Gesellschaftsvertrags ist maßgeblich. Im Fall von Abweichungen zwischen der deutschen und der englischen Formulierung geht daher die deutsche Textfassung vor.

§ 7

Language

The German wording of these articles of association shall be decisive. In case of inconsistencies between the English and the German version, the German version shall prevail.

SCHEDULE 16.1.4(B)

AMENDMENTS TO BETEILIGUNGS GMBH GOVERNING DOCUMENTS

[*Bindende deutsche Fassung.*
Binding German version.]

[*Englische Übersetzung nur zu Informationszwecken. English translation for information purposes only.*]

Gesellschaftsvertrag

Articles of Association

der

of

A. VI Beteiligungs GmbH

1. Firma; Sitz

1.1 Die Gesellschaft ist eine Gesellschaft mit beschränkter Haftung unter der Firma:

A. VI Beteiligungs GmbH.

1.2 Sitz der Gesellschaft ist München. Sitz der Verwaltung der Gesellschaft ist Düsseldorf.

2. Unternehmensgegenstand

2.1 Gegenstand des Unternehmens ist der Erwerb, das Halten, Verwalten und Verwerten von Beteiligungen, insbe-sondere der direkten Beteiligung an der Boxine GmbH, mit dem Sitz in Düsseldorf, eingetragen im Handelsregister des Amtsgerichts Düsseldorf unter HRB 71733.

2.2 Die Gesellschaft darf alle Geschäfte betreiben, die ihr notwendig oder sinnvoll erscheinen, um den Unternehmensgegenstand zu fördern.

2.3 Die Gesellschaft darf mit Zustimmung der Gesellschafterversammlung Unternehmensverträge abschließen.

3. Stammkapital

3.1 Das Stammkapital der Gesellschaft beträgt EUR 46.869,00 und ist voll erbracht.

3.2 Das Stammkapital der Gesellschaft ist unterteilt in 46.869 Geschäftsanteile im Nennbetrag von jeweils EUR 1,00, mit den laufenden Nummern 1 bis 46.869.

4. Dauer; Geschäftsjahr

4.1 Die Gesellschaft ist auf unbestimmte Zeit errichtet.

4.2 Das Geschäftsjahr der Gesellschaft entspricht dem Kalenderjahr.

5. Geschäftsführung; Vertretung

5.1 Die Gesellschaft hat einen oder mehrere Geschäftsführer.

1. Name; Seat

1.1 The company is a limited liability company with the following company name:

A. VI Beteiligungs GmbH.

1.2 The company's registered seat is in München. The administrative offices of the company are in Düsseldorf.

2. Object

2.1 The object of the company is the ac-quisition, holding, administration and realization of participations, in partic-ular the direct participation in Boxine GmbH, with its registered seat in Düsseldorf, registered with the commercial register of the local court (*Amtsgericht*) of Düsseldorf under HRB 71733.

2.2 The company may engage in any business activities which it considers necessary or useful in order to foster the object of the company.

2.3 The company may conclude corporate agreements subject to the consent of the shareholders' meeting.

3. Registered Share Capital

3.1 The registered share capital of the company amounts to EUR 46,869.00 and is fully paid.

3.2 The registered share capital of the company is divided into 46,869 shares, each with a nominal value of EUR 1.00, with the consecutive numbers 1 through 46,869.

4. Term; Financial Year

4.1 The company is established for an indefinite period of time.

4.2 The company's financial year shall be the calendar year.

5. Managing Directors; Representation

5.1 The company shall have one or more managing director(s).

5.2 Ist nur ein Geschäftsführer bestellt, vertritt dieser die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer in Gemeinschaft mit einem Prokuristen vertreten.

5.2 If only one managing director is appointed, the company shall be represented by that managing director alone. If several managing directors have been appointed, the company shall be represented by two managing directors jointly or by one managing director acting jointly with a holder of a general commercial power of representation (*Prokurist*).

5.3 Für den Fall, dass mehrere Geschäftsführer vorhanden sind, kann die Gesellschafterversammlung durch Gesellschafterbeschluss einzelne, mehrere oder alle Geschäftsführer zur Einzelvertretung ermächtigen.

5.3 In the event that several managing directors have been appointed, the shareholders' meeting may, by shareholders' resolution, authorize one, several or all managing directors to represent the company acting alone.

5.4 Die Gesellschafterversammlung kann durch Beschluss auch einzelne, mehrere oder alle Geschäftsführer vollständig oder teilweise von den Beschränkungen des § 181 BGB befreien.

5.4 The shareholders' meeting may, by resolution, fully or partially release one, several or all managing directors from the restrictions set forth in sec. 181 German Civil Code (*Bürgerliches Gesetzbuch*).

5.5 Die Ziffer 5.1 bis 5.4 gelten für die Liquidatoren der Gesellschaft entsprechend.

5.5 Sec. 5.1 through Sec. 5.4 shall apply *mutatis mutandis* to the liquidators (*Liquidatoren*) of the company.

6. Verfügung über Geschäftsanteile

6. Disposal of Shares

6.1 Die Abtretung, Übertragung und Belastung (z. B. Verpfändung) von Geschäftsanteilen und jede sonstige Verfügung hierüber bedürfen zu ihrer Wirksamkeit der vorherigen Zustimmung der Gesellschafterversammlung.

6.1 Any assignment, transfer and encumbrance (*e.g.*, a lien) regarding shares and any other disposal of shares requires prior consent of the shareholders' meeting.

6.2 Die in Ziffer 6.1 getroffene Regelung gilt auch für treuhänderische Verfügungen, die Einräumung von Unterbeteiligungen an Geschäftsanteilen und Einbringungsvorgänge sowie damit vergleichbare Vorgänge.

6.2 Sec. 6.1 shall apply to any kind of disposal of shares, including by way of example trusteeships, the granting of subparticipations, and contributions.

7. Veröffentlichungen der Gesellschaft

7. Announcements of the Company

Die Veröffentlichungen der Gesellschaft erfolgen nur im Bundesanzeiger.

Any announcements of the company shall be exclusively published in the German Federal Gazette.

8. Schlussbestimmungen

8. Final Provisions

8.1 Die für diesen Gesellschaftsvertrag maßgebliche Fassung ist diejenige, die in

8.1 The version decisive for these articles of association is the one written in the Ger-

deutscher Sprache abgefasst ist. Bei Unstimmigkeiten der deutschsprachigen und der englischsprachigen Fassung hat die deutschsprachige Fassung Vorrang.

man language. Therefore, in case of inconsistencies between the German and the English version, the German version shall prevail.

8.2 Sollte eine in diesem Gesellschaftsvertrag enthaltene Bestimmung unwirksam sein oder werden, so soll die Wirksamkeit der übrigen Bestimmungen hiervon unberührt bleiben. Die betreffende Bestimmung ist vielmehr so auszulegen oder zu ersetzen, dass der mit ihr erstrebte wirtschaftliche Zweck nach Möglichkeit erreicht wird. Dasselbe gilt sinngemäß für die Ausfüllung von Regelungslücken. Es ist der ausdrückliche Wille der Gesellschafter, dass diese salvatorische Klausel keine bloße Beweislastumkehr zur Folge hat, sondern § 139 BGB insgesamt abbedungen ist.

8.2 If any provision of these articles of association is or will be held invalid for any reason, such invalidity shall not affect the validity of the remaining provisions of these articles of association. The respective provision shall, rather, be construed or replaced so that the intended economic purpose can be fulfilled to the greatest extent possible. This shall apply *mutatis mutandis* with regard to unintended gaps. It is the explicit intent of the shareholders that this severability clause shall not be construed as a mere reversal of the burden of proof but rather as a contractual exclusion of sec. 139 German Civil Code (*Bürgerliches Gesetzbuch*) in its entirety.

8.3 Ausschließlicher Gerichtsstand für sämtliche Streitigkeiten aus und im Zusammenhang mit diesem Gesell-schaftsvertrag ist der Sitz der Gesell-schaft.

8.3 Exclusive place of jurisdiction for any and all disputes resulting from or in connection with these articles of association is the registered seat of the company.

8.4 Die Gesellschaft trägt den Gründungsaufwand (insbesondere die Beurkundungskosten und die Kosten der Eintragung im Handelsregister und der Veröffentlichung) in Höhe von bis zu EUR 2.000,00.

8.4 The company shall bear the costs of incorporation (in particular the costs of notarization and the costs of registration with the commercial register and publication) in the amount of up to EUR 2,000.00.

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SCHEDULE 16.1.5(B)

AMENDMENTS TO HOLDING GMBH GOVERNING DOCUMENTS

[*Bindende deutsche Fassung. Binding German version.*]

[*Englische Übersetzung nur zu Informationszwecken. English translation for information purposes only.*]

Gesellschaftsvertrag

Articles of Association

der

of

A. VI Holding GmbH

1. Firma; Sitz

1.1 Die Gesellschaft ist eine Gesellschaft mit beschränkter Haftung unter der Firma:

A. VI Holding GmbH.

1.2 Sitz der Gesellschaft ist Hamburg.

2. Unternehmensgegenstand

2.1 Gegenstand des Unternehmens ist der Erwerb, das Halten, Verwalten und Verwerten von Beteiligungen, insbesondere der direkten Beteiligung an der A. VI Beteiligungs GmbH, mit dem Sitz in München, eingetragen im Handelsregister des Amtsgerichts München unter HRB 249934.

2.2 Die Gesellschaft darf alle Geschäfte betreiben, die ihr notwendig oder sinnvoll erscheinen, um den Unternehmensgegenstand zu fördern.

2.3 Die Gesellschaft darf mit Zustimmung der Gesellschafterversammlung Unternehmensverträge abschließen.

3. Stammkapital

3.1 Das Stammkapital der Gesellschaft beträgt EUR 100.000,00 und ist voll erbracht.

3.2 Das Stammkapital der Gesellschaft ist unterteilt in 100.000 Geschäftsanteile im Nennbetrag von jeweils EUR 1,00, mit den laufenden Nummern 1 bis 100.000.

4. Dauer; Geschäftsjahr

4.1 Die Gesellschaft ist auf unbestimmte Zeit errichtet.

4.2 Das Geschäftsjahr der Gesellschaft entspricht dem Kalenderjahr.

5. Geschäftsführung; Vertretung

5.1 Die Gesellschaft hat einen oder mehrere Geschäftsführer.

1. Name; Seat

1.1 The company is a limited liability company with the following company name:

A. VI Holding GmbH.

1.2 The company's registered seat is in Hamburg.

2. Object

2.1 The object of the company is the acquisition, holding, administration and realization of participations, in particular the direct participation in A. VI Beteiligungs GmbH, with its registered seat in Munich, registered with the commercial register of the local court (*Amtsgericht*) of Munich under HRB 249934.

2.2 The company may engage in any business activities which it considers necessary or useful in order to foster the object of the company.

2.3 The company may conclude corporate agreements subject to the consent of the shareholders' meeting.

3. Registered Share Capital

3.1 The registered share capital of the company amounts to EUR 100,000.00 and is fully paid.

3.2 The registered share capital of the company is divided into 100,000 shares, each with a nominal value of EUR 1.00, with the consecutive numbers 1 through 100,000.

4. Term; Financial Year

4.1 The company is established for an indefinite period of time.

4.2 The company's financial year shall be the calendar year.

5. Managing Directors; Representation

5.1 The company shall have one or more managing director(s).

5.2 Ist nur ein Geschäftsführer bestellt, vertritt dieser die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer in Gemeinschaft mit einem Prokuristen vertreten.

5.2 If only one managing director is appointed, the company shall be represented by that managing director alone. If several managing directors have been appointed, the company shall be represented by two managing directors jointly or by one managing director acting jointly with a holder of a general commercial power of representation (*Prokurist*).

5.3 Für den Fall, dass mehrere Geschäftsführer vorhanden sind, kann die Gesellschafterversammlung durch Gesellschafterbeschluss einzelne, mehrere oder alle Geschäftsführer zur Einzelvertretung ermächtigen.

5.3 In the event that several managing directors have been appointed, the shareholders' meeting may, by shareholders' resolution, authorize one, several or all managing directors to represent the company acting alone.

5.4 Die Gesellschafterversammlung kann durch Beschluss auch einzelne, mehrere oder alle Geschäftsführer vollständig oder teilweise von den Beschränkungen des § 181 BGB befreien.

5.4 The shareholders' meeting may, by resolution, fully or partially release one, several or all managing directors from the restrictions set forth in sec. 181 German Civil Code (*Bürgerliches Gesetzbuch*).

5.5 Die Ziffer 5.1 bis 5.4 gelten für die Liquidatoren der Gesellschaft entsprechend.

5.5 Sec. 5.1 through Sec. 5.4 shall apply *mutatis mutandis* to the liquidators (*Liquidatoren*) of the company.

6. Verfügung über Geschäftsanteile

6. Disposal of Shares

6.1 Die Abtretung, Übertragung und Belastung (z. B. Verpfändung) von Geschäftsanteilen und jede sonstige Verfügung hierüber bedürfen zu ihrer Wirksamkeit der vorherigen Zustimmung der Gesellschafterversammlung.

6.1 Any assignment, transfer and encumbrance (*e.g.*, a lien) regarding shares and any other disposal of shares requires prior consent of the shareholders' meeting.

6.2 Die in Ziffer 6.1 getroffene Regelung gilt auch für treuhänderische Verfügungen, die Einräumung von Unterbeteiligungen an Geschäftsanteilen und Einbringungsvorgänge sowie damit vergleichbare Vorgänge.

6.2 Sec. 6.1 shall apply to any kind of disposal of shares, including by way of example trusteeships, the granting of subparticipations, and contributions.

7. Veröffentlichungen der Gesellschaft

Die Veröffentlichungen der Gesellschaft erfolgen nur im Bundesanzeiger.

7. Announcements of the Company

Any announcements of the company shall be exclusively published in the German Federal Gazette.

8. Schlussbestimmungen

8. Final Provisions

8.1 Die für diesen Gesellschaftsvertrag maßgebliche Fassung ist diejenige, die in

8.1 The version decisive for these articles of association is the one written in the Ger-

deutscher Sprache abgefasst ist. Bei Unstimmigkeiten der deutschsprachigen und der englischsprachigen Fassung hat die deutschsprachige Fassung Vorrang.

man language. Therefore, in case of inconsistencies between the German and the English version, the German version shall prevail.

8.2 Sollte eine in diesem Gesellschaftsvertrag enthaltene Bestimmung unwirksam sein oder werden, so soll die Wirksamkeit der übrigen Bestimmungen hiervon unberührt bleiben. Die betreffende Bestimmung ist vielmehr so auszulegen oder zu ersetzen, dass der mit ihr erstrebte wirtschaftliche Zweck nach Möglichkeit erreicht wird. Dasselbe gilt sinngemäß für die Ausfüllung von Regelungslücken. Es ist der ausdrückliche Wille der Gesellschafter, dass diese salvatorische Klausel keine bloße Beweislastumkehr zur Folge hat, sondern § 139 BGB insgesamt abbedungen ist.

8.2 If any provision of these articles of association is or will be held invalid for any reason, such invalidity shall not affect the validity of the remaining provisions of these articles of association. The respective provision shall, rather, be construed or replaced so that the intended economic purpose can be fulfilled to the greatest extent possible. This shall apply *mutatis mutandis* with regard to unintended gaps. It is the explicit intent of the shareholders that this severability clause shall not be construed as a mere reversal of the burden of proof but rather as a contractual exclusion of sec. 139 German Civil Code (*Bürgerliches Gesetzbuch*) in its entirety.

8.3 Ausschließlicher Gerichtsstand für sämtliche Streitigkeiten aus und im Zusammenhang mit diesem Gesell-schaftsvertrag ist der Sitz der Gesell-schaft.

8.3 Exclusive place of jurisdiction for any and all disputes resulting from or in connection with these articles of association is the registered seat of the company.

8.4 Die Kosten der Errichtung und der Eintragung der Gesellschaft trägt die Gründerin.

8.4 The costs of the formation and incorporation of the company shall be borne by the founder.

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