

# Sale and purchase agreement

In respect of Wordbee S.à r.l. and Wordcraft GmbH

Dated

31 July 2023

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This sale and purchase agreement is made on 31 July 2023

## Parties

- (1) **The persons** listed in Part 1 of Schedule 1 of this Agreement, as sellers of the Wordbee Shares (**Wordbee Sellers**);
- (2) **Mr. Andre Hemker**, born on 20 November 1979, resident at Arndtstraße 76, in Leipzig, Germany, with email address andre.hemker@googlemail.com, as seller of the Wordcraft Shares (**Wordcraft Seller** and together with the Wordbee Sellers, **Sellers**, and each a **Seller**);
- (3) **TRANSPERFECT LUXEMBOURG S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, rue Mathias Hardt, L-1717 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B179508, as purchaser of the Wordbee Shares (**Wordbee Purchaser**);
- (4) **TRANSPERFECT TRANSLATIONS GmbH**, a *Gesellschaft mit beschränkter Haftung* existing under the laws of Germany, having its registered office at Berlin and registered with the local court (*Amtsgericht*) of Charlottenburg under HRB 194771, as purchaser of the Wordcraft Shares (**Wordcraft Purchaser**, and together with the Wordbee Purchaser, the **Purchasers**, and each a **Purchaser**),

in the presence of:

- (5) **WORDBEE S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 11, boulevard du Jazz, L-4370 Belvaux, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B138671 (**Wordbee**); and
- (6) **Wordcraft GmbH**, a *Gesellschaft mit beschränkter Haftung* existing under the laws of Germany, having its registered seat at Leipzig, Germany and registered with the local court (*Amtsgericht*) of Leipzig under HRB 32598 (**Wordcraft** and together with Wordbee, the **Companies**, and each of Wordbee and Wordcraft individually, **Company**).

## Background

- A The Wordbee Sellers own together all the 35,696 shares, having a nominal value of EUR 3.10 each, representing the entire share capital of Wordbee (**Wordbee Shares**).
- B The Wordcraft Seller owns all the 3 shares (with consecutive nos. 1 through 3), having a total nominal value of EUR 25,000 (consecutive shares no. 1 and 2 having a nominal value of EUR 250 each and share with consecutive no. 3 having a nominal value of EUR 24,500), representing the entire share capital of Wordcraft (**Wordcraft Shares** and together with the Wordbee Shares, **Shares**).
- C The Wordbee Sellers have agreed to sell and the Wordbee Purchaser has agreed to purchase the Wordbee Shares, and the Wordcraft Seller has agreed to sell and the Wordcraft Purchaser has agreed to purchase the Wordcraft Shares, on the terms set out in this Agreement.

# Agreed terms

## 1 Definitions and interpretation

1.1 In this Agreement:

**Accounts** means the audited (to the extent audited) financial statements of each Group Company as at and for the financial year ended on the Accounts Date, comprising its balance sheet, profit and loss account and other statements and all attached notes and reports;

**Accounts Date** means 31 December 2022;

**Acquisition** means the proposed acquisition of the Shares by the Purchasers on the terms of this Agreement;

**Acquisition Documents** means this Agreement, the Disclosure Letters, and any other documents to be delivered on Completion necessary within the framework of the Acquisition;

**Adjustment Date** has the meaning ascribed to such term in Schedule 6;

**Affiliate**, in relation to a company, means any other company directly or indirectly controlling, controlled by or under common control with such company, and "control" for these purposes means (a) holding the majority of the voting rights or share capital of such company or (b) otherwise having the power to direct the management and policies of such company; provided that the parties agree that Origin S.A., a Greek entity that is a developer for the Group Companies, shall not be deemed an Affiliate of any Seller Group or Group Company;

**Agreement** means this sale and purchase agreement as amended from time to time;

**Authority** means any supra-national, national or sub-national authority, commission, department, agency, regulator, regulatory body, court, tribunal or arbitrator;

**Business Day** means any day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general business in the Grand Duchy of Luxembourg, Germany and the United States of America;

**Cash** has the meaning ascribed to such term in Schedule 6;

**Claim** means any claim from the Wordbee Purchaser against any of the Wordbee Sellers or the Wordcraft Purchaser against the Wordcraft Seller, including for the avoidance of any doubts, for any direct damages, liabilities, costs and losses arising out of any breach of this Agreement and/or under any applicable law;

**Condition** means the condition precedent to the Completion set forth in clause 4.6 hereof;

**Competing Business** means any business involved in software relating to translation, interpretation, or transcription, or involved in services such as video production services, interpretation services, translation services, localization services, linguistic validation services, transcription services, multicultural marketing services, testing services, age rating consultancy, art and animation, customer support, community management, gaming-specific live services tool development, voiceover services, dubbing services, subtitling services, virtual data room services, file conversion, hosted review services, data collection and filtering, or content management software and services related to converting content into XML format carried on by any Group Company and/or any member of the Purchaser Group as at the Completion Date, it being understood that:

- (a) with regards to HM Investment Limited and any of its Affiliates, the translation of financial materials for annual reports and IPOs for listed Hong Kong companies shall be excluded from the scope of this definition; and
- (b) with regards to Activos Lingüísticos S.L. and any of its Affiliates (including, for the avoidance of doubt, Deltatext), the continuation of the current Deltatext services which may include engineering, commercial, legal, and life sciences translations for customers in Spain, shall be excluded from the scope of this definition;

**Completion** means completion of the sale and purchase of the Shares in accordance with this Agreement;

**Completion Accounts** has the meaning ascribed to such term in Schedule 6;

**Completion Date** means any date as agreed by the Purchasers and the Sellers, within five (5) Business Days after the Condition (as detailed in clause 4.6) has been fulfilled, on which Completion is to take place, or such other date as may be agreed in writing between the Purchasers and the Sellers Representative;

**Completion Statement** has the meaning ascribed to such term in Schedule 6;

**Consideration** means the consideration for the Shares set out in clause 3;

**Contract** means any agreement, arrangement or obligation to which any Group Company is a party or subject and under which such Group Company or any other person has a continuing right, obligation or liability except (a) the contracts of employment of the Group Companies' employees and (b) the Policies (as defined in paragraph 20.1 of Schedule 3);

**Data Room** means the data room maintained by Sterling Technology Ltd in relation to the Group Companies;

**Disclosed Information** means the information in the Disclosure Schedule and the information and documents contained in the Data Room as at 31 July 2023, 12 pm CET, as listed in the Disclosure Schedule (a download of which has, for evidential purposes, been delivered to the Purchasers immediately before the signing of this Agreement);

**Disclosure Letters** means together the Wordbee Disclosure Letter and the Wordcraft Disclosure Letter;

**Disclosure Schedule** means Schedule 4;

**Dispute** means any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including any non-contractual dispute or claim);

**Earn-Out Conditions** shall have the meaning ascribed to such term in clause 5 of Schedule 7;

**Earn-Out Consideration** means any sums that become due to the Sellers in accordance with Schedule 7;

**Encumbrance** means any mortgage, charge, pledge, lien, option, restriction, assignment, right to acquire, right of pre-emption or any other form of right, interest, preference, security or encumbrance of any nature in favour of a third party or any agreement, arrangement or obligation to create any of them;

**GEM LISTING RULES** mean the Rules Governing the Listing of Securities on GEM of the Stock Exchange;

**Group Companies** means Wordbee or Wordcraft and their respective Subsidiaries and Affiliates, and **Group Company** means any of them;

**Indebtedness** has the meaning ascribed to such term in Schedule 6;

**Initial Considerations** means together the Wordbee Initial Consideration and the Wordcraft Initial Consideration, and each of them **Initial Consideration** as calculated pursuant to clause 3 hereof;

**IP** means:

- (a) patents, rights in inventions, know-how, show-how and trade secrets, copyright and related rights, moral rights, registered designs, design rights, database rights, trade marks and service marks, trade names, business names, brand names, get-up, logos, domain names and URLs, source code, goodwill and rights to sue for passing-off and any other intellectual property rights, as applicable (in each case, whether or not registered, and including all applications to register and rights to apply to register any of them, and all rights to sue for any past or present infringement of them); and
- (b) all rights or forms of protection having equivalent or similar effect in any jurisdiction;

**Key Customer** means (i) any customer of the Companies which in the financial year ended on the Accounts Date accounted for, more than five per cent of the revenue of the Companies as indicated in the Accounts as at the Accounts Date and (ii) the top 10 customers of the Companies (for the avoidance of doubt, meaning on a group level) in terms of contract value at the Accounts Date;

**Key Vendors** means (i) any vendor to the Companies which in the financial year ended on the Accounts Date accounted for, or in the current financial year is likely to account for, more than EUR 50,000 annual expenditure of the Companies as indicated in the Accounts as at the Accounts Date and (ii) those vendors necessary for the distribution and operation of the products of the Group Companies;

**Key Warranties** means the Tax Warranties and clauses 2 (Group Companies), 4 (Share Capital and title to Shares), 18 (Debtors and creditors), 21 (IP) and 22 (Validity of IP) of Schedule 3;

**Longstop Date** means 30 September 2023, or such other date as may be agreed in writing between the Sellers Representative and the Purchasers;

**Management Accounts** means the unaudited statements of financial position of the Companies and the Subsidiaries as at 30 June 2023 and the unaudited profit and loss accounts of the Companies and the Subsidiaries for the period from the Accounts Date to 30 June 2023;

**Purchaser Group** means each or any of (a) the Purchasers and any Affiliate of the Purchasers for the time being, and (b) with effect from Completion, each Group Company (and any reference to **member of the Purchaser Group** or, in the case of any member of the Purchaser Group, to **its group** shall be construed accordingly);

**Seller Group** means each or any of the Sellers and any Affiliate of the Sellers for the time being, excluding each Group Company (and any reference to **member of the Seller Group** or, in the case of any member of the Seller Group, to **its group** shall be construed accordingly);

**Sellers Representative** means the representative of the Sellers, i.e., Dr. Stephan Dädalus Böhmgig;

**Shareholders' Agreement** means the shareholders' agreement governed by Luxembourg law dated 23 August 2019 related to Wordbee and entered into by and between the Sellers, in the presence of Wordbee, as amended from time to time;

**Shares** has the meaning ascribed to such term in Recital A and Recital B;

**Stock Exchange** means The Stock Exchange of Hong Kong Limited;

**Subsidiaries** means those companies detailed in Part 3 of Schedule 2, and **Subsidiary** means any of them;

**Target Working Capital** means EUR 330,000.00 with respect to Wordbee Group and EUR 75,000.00 with respect to Wordcraft Group (calculations of which are attached hereto in Schedule 9);

**Tax** means any form of tax and any duty, impost or tariff in the nature of tax in any jurisdiction, together with all related penalties and interest;

**Tax Authority** means any Authority competent to impose, assess, collect or administer any Tax;

**Tax Claim** means any Claim in relation to the Tax Warranties;

**Tax Warranties** means the Warranties in clauses 34 to 42 of Schedule 3, it being understood that the Warranties set out in clause 42 of Schedule 3 apply to Wordcraft only;

**Unearned Revenue** has the meaning ascribed to such term in Schedule 6;

**VAT** means value added tax or any equivalent Tax on the supply of goods and services in any jurisdiction;

**Warranties** (and each a **Warranty**) means the warranties given by the Sellers in clause 9.1 and Schedule 3;

**Wordbee Business** means the business of development of software and web collaborative spaces for content management, translation flow management and globalization/content localization, rental of web space for translation and localization, provisioning translation services, localization and globalization of content carried on by any Group Company as at the Completion Date;

**Warranty Claim** means any Claim in relation to any Warranty;

**Wordbee Egypt** means Wordbee Egypt for Information Technology LLC, as further described in Part 3 of Schedule 2;

**Wordbee Disclosure Letter** means the letter from the Wordbee Sellers to the Wordbee Purchaser relating to the Warranties, together with any documents annexed to it;

**Wordbee Group** means the group of companies formed by Wordbee and its subsidiaries;

**Wordbee Key Employees** means the Wordbee Key Employees Egypt and the Wordbee Key Employees Luxembourg;

**Wordbee Key Employees Egypt** means (i) Mohamed Shahin and (ii) Amr Bahaa;

**Wordbee Key Employees Luxembourg** means (i) Stephan Dädalus Böhmgig, (ii) Brahim Aioun, (iii) Kawthar Benjaddi and (iv) Andrea Benedetti;



**Wordbee Shares** has the meaning ascribed to such term in Recital A;

**Wordcraft Disclosure Letter** means the letter from the Wordcraft Seller to the Wordcraft Purchaser relating to the Warranties, together with any documents annexed to it;

**Wordcraft Group** means the group of companies formed by Wordcraft and its subsidiaries;

**Wordcraft Key Employees** means (i) Andre Hemker, (ii) Jessica Kahle, (iii) Maik Mehlhose, (iv) Nicole Dietz and (v) Julia Nesswetha;

**Wordcraft Shares** has the meaning ascribed to such term in Recital B;

**Wordcraft Share Transfer Deed** means the share transfer deed relating to the Wordcraft Shares, a draft of which is attached hereto in Schedule 8, to be signed by the Wordcraft Seller, or any person duly authorized by Wordcraft Seller and the Wordcraft Purchaser, or any person duly authorized by the Wordcraft Purchaser, in front of a German notary; and

**Working Capital** has the meaning ascribed to such term in Schedule 6.

1.2 In this Agreement (unless the context requires otherwise):

- (a) **€**, **EUR** and **euro** means the currency of any Member State of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union; and
- (b) **including**, **includes** or **in particular** means including, includes or in particular without limitation.

In this Agreement (unless the context requires otherwise), any reference to:

- (a) a company includes any company, corporation or body corporate, or any other entity having a separate legal personality; and a person includes an individual, company, partnership, unincorporated association or Authority (whether or not having a separate legal personality); and any professional firm or company includes any firm or company effectively succeeding to the whole, or substantially the whole, of its practice or business;
- (b) any time of day or date is to that time or date in Luxembourg;
- (c) a day shall be a period of 24 hours running from midnight to midnight, and days shall be to calendar days unless Business Days are specified;
- (d) a month or a year shall be understood as a calendar month or a calendar year respectively;
- (e) legislation or a legislative provision includes reference to the legislation or legislative provision as amended or re-enacted, any legislation or legislative provision which it amends or re-enacts and any legislation made under or implementing it, in each case for the time being in force (whether before, on or after the date of this Agreement);
- (f) any French legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than the Grand Duchy of Luxembourg be deemed to include the specific term stated in the language of such other jurisdiction immediately after it or, if no such term is stated, what most nearly approximates to such French term in such other jurisdiction; and any reference to any specific Luxembourg law shall be deemed to include any equivalent or similar law in any other jurisdiction; and

(g) **writing** or **written** includes any method of representing or reproducing words in a legible form.

1.3 Unless the context requires otherwise, any reference in this Agreement to a clause or schedule, appendix, exhibit or annex is to a clause of or schedule, appendix, exhibit or annex to this Agreement, any reference to a part or paragraph is to a part or paragraph of a schedule to this Agreement, any reference within a schedule to a part is to a part of that schedule, and any reference within a part of a schedule to a paragraph is to a paragraph of that part of that schedule.

1.4 This Agreement incorporates the schedules to it.

1.5 The contents list, headings and any descriptive notes are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

## **2 Sale and purchase of Shares**

2.1 Subject to the terms of this Agreement, the Wordbee Sellers shall sell and the Wordbee Purchaser shall purchase the Wordbee Shares on and with effect from Completion.

2.2 Subject to the terms of this Agreement, the Wordcraft Seller shall sell and the Wordcraft Purchaser shall purchase the Wordcraft Shares on and with effect from Completion.

2.3 Title (*propriété*) to the Shares shall be transferred to the Purchasers on the Completion Date upon receipt of a satisfactory evidence of payment of the relevant Initial Consideration and the transfer of the Shares shall, with respect to the Wordbee Shares, be registered in the Wordbee's share register and, with respect to the Wordcraft Shares, effected by execution of the Share Transfer Deed.

2.4 The Shares shall be sold free from all Encumbrances and together with all rights of any nature attached or accruing to them on or after Completion (including the right to receive all dividends and distributions declared, paid or made by the Companies on or after the Completion Date).

2.5 For the avoidance of doubt, the Wordbee Sellers hereby irrevocably waive any provision of the Shareholders' Agreement in relation to the sale of the Wordbee Shares, such Shareholders' Agreement being terminated with effect as of Completion.

## **3 Consideration**

3.1 The purchase price payable by the Purchasers for the Shares is the aggregate of the Initial Considerations (as may be adjusted in accordance with Clause 6) and the Earn-Out Consideration.

3.2 The Initial Consideration to be paid in cash by the Wordbee Purchaser at Completion for the Wordbee Shares (**Wordbee Initial Consideration**) shall be the sum of EUR 7,947,826.09,

(a) plus an amount equal to the Cash with respect to Wordbee;

(b) minus an amount equal to the Indebtedness with respect to Wordbee; and

(c) plus, with respect to Wordbee, the amount by which the relevant Working Capital exceeds the relevant Target Working Capital, or minus the amount by which the relevant Working Capital is less than the relevant Target Working Capital,

to the relevant Wordbee Sellers (or nominee as directed by the respective Wordbee Seller) in accordance with Part 2 of Schedule 1.

The Wordbee Sellers (other than HM Investment) hereby instruct the Wordbee Purchaser, which has accepted, to transfer and pay the aggregate Wordbee Initial Consideration (other than such portion of the Wordbee Initial Consideration payable to HM Investment, which shall be paid directly to HM Investment) directly to an escrow agent, who will then pay the relevant portion to the other Wordbee Sellers (other than HM Investment) in accordance with Part 2 of Schedule 1. The Wordbee Sellers and the Wordbee Purchaser agree that the Wordbee Purchaser will be fully discharged of its obligation towards the Wordbee Sellers with respect to the Wordbee Initial Consideration upon receipt of the payment by the escrow agent. HM Investment agrees that the Wordbee Purchaser will be fully discharged of its obligation towards HM Investment with respect to the Wordbee Initial Consideration payable to HM Investment upon receipt of the payment to HM Investment by the financial institution to which HM Investment has instructed the Wordbee Purchaser to make such payment.

In any event, the maximum consideration payable to HM Investment Limited, taking into account the total pro rata amount of the Wordbee Initial Consideration and the pro rata amount of the Earn-out Consideration shall not exceed EUR 3,000,000.

- 3.3 The Initial Consideration to be paid in cash by the Wordcraft Purchaser to the Wordcraft Seller at Completion for the Wordcraft Shares (**Wordcraft Initial Consideration**) shall be the sum of EUR 1,192,173.91,
- (a) plus an amount equal to the Cash with respect to Wordcraft;
  - (b) minus an amount equal to the Indebtedness with respect to Wordcraft; and
  - (c) plus, with respect to Wordcraft, the amount by which the relevant Working Capital exceeds the relevant Target Working Capital, or minus the amount by which the relevant Working Capital is less than the relevant Target Working Capital.
- 3.4 The Earn-Out Consideration shall be calculated and satisfied in accordance with Schedule 7.
- 3.5 Notwithstanding anything to the contrary in this Agreement or any Schedule, no Earn-Out Consideration will be paid until completion of the Earn-Out Conditions.

#### **4 Condition Precedent**

- 4.1 Wordbee is owned as to 22.8485% by HM Investment Limited ("**HM Investment**"), an indirect wholly-owned subsidiary of HM International Holdings Limited, a company listed on GEM of the Stock Exchange (stock code: 8416) (the "**Listco**").
- 4.2 Pursuant to Rule 19.07 of Chapter 19 of the GEM Listing Rules, the disposal of Wordbee Shares by HM Investment is subject to the calculation of percentage ratios.
- 4.3 Pursuant to Rule 19.07 of the GEM Listing Rules, as one or more of the applicable percentage ratios of the disposal of Wordbee Shares by HM Investment are more than 25% but less than 75%, the disposal of Wordbee Shares constitutes a "*Major Transaction*" under the GEM Listing Rules and is therefore subject to the reporting, announcement and shareholder approval requirements under Chapter 19 of GEM Listing Rules. HM and Listco shall, within three (3) Business Days of the signing of this Agreement by HM, make all such filings containing all such information and in proper form and substance as required by GEM and any other regulatory authority requiring fulfilment of the Condition.
- 4.4 Pursuant to Rule 19.40 of Chapter 19 of the GEM Listing Rules, the disposal of Wordbee Shares by HM Investment is subject to approval by the shareholders of Listco.
- 4.5 Pursuant to Rule 19.41 of Chapter 19 of the GEM Listing Rules, the approval of the shareholders of Listco shall be obtained in one of the following manners:

- (a) by way of written shareholders' resolutions from a shareholder or a closely allied group of shareholders who together hold more than 50% of the voting rights at a general meeting to approve the relevant transaction if no shareholder of Listco is required to abstain from voting if Listco were to convene a general meeting for approval; or
  - (b) by way of shareholder approval at a general meeting.
- 4.6 Completion is subject to the fulfilment of the condition that the disposal of Wordbee Shares contemplated having been approved by the shareholders of Listco, whether at a general meeting of Listco convened or by way of written shareholders' resolutions in accordance with the GEM Listing Rules or as otherwise may be permitted under applicable laws, rules and regulations.
- 4.7 The Condition in clause 4.6 is not capable of being waived by any party to this Agreement.
- 4.8 HM Investment shall use its best endeavours to procure the satisfaction of the Condition as soon as practicable.
- 4.9 HM Investment shall keep Wordbee and the Wordbee Purchasers informed of any progress in satisfying the Condition, and notify Wordbee and the Wordbee Purchasers immediately when:
- (a) the Condition is satisfied (together with appropriate evidence of satisfaction); and
  - (b) it, or any of them, becomes aware of any matter which is likely to prevent any Condition being satisfied by the Longstop Date.

## **5 Signing and Pre-completion matters**

### **5.1 Signing actions**

- (a) On the date of signing of this Agreement, the Wordbee Sellers shall deliver, or shall procure that the following documents or other items are delivered, to the Wordbee Purchaser:
  - (i) the Acquisition Documents, including this Agreement and the Wordbee Disclosure Letter, duly executed by the Wordbee Sellers;
  - (i) a copy of the termination agreement in relation to the Shareholders' Agreement duly executed by the Wordbee Sellers, effective as of Completion;
  - (ii) to the extent the relevant Wordbee Sellers are companies, an executed copy of the minutes of a meeting of their competent body (authorising the execution of any Acquisition Document to which it is party and appointing the relevant signatory or signatories to sign such Acquisition Document(s) on its behalf), except for HM Investment which shall be subject to clause 4 of this Agreement;
  - (iii) an executed copy of the board resolutions of Wordbee whereby:
    - (A) Wordbee acknowledges and accepts the transfer of the Wordbee Shares from the Wordbee Sellers to the Wordbee Purchaser (with effect as of Completion) for the purposes of article articles 710-12 and 710-13 of the 1915 Law and article 1690 of the Luxembourg Civil Code;
    - (B) the transfers of the Wordbee Shares are resolved to be registered in the share register of Wordbee, subject to Completion;

- (C) all powers over the bank accounts of Wordbee held by the current representatives of Wordbee are revoked with effect as of Completion provided that a representative of the Wordbee Purchaser has obtained valid powers over such bank accounts;
  - (D) the execution of all relevant Acquisition Documents to which Wordbee is a party is approved;
  - (E) the resignation of José Vega as daily manager of Wordbee with effect as of Completion is acknowledged, and the continuation of the mandate of Stephan Dädalus Böhmig as daily manager of Wordbee is confirmed;
- (iv) an executed copy of written resolutions of the shareholders of Wordbee whereby the shareholders approve the transfer of the Wordbee Shares to the Wordbee Purchaser and approve the Wordbee Purchaser as new sole shareholder of Wordbee, with effect as of Completion.
- (b) On the date of signing of this Agreement, the Wordcraft Seller shall deliver, or shall procure that the following documents or other items are delivered, to the Wordcraft Purchaser:
    - (i) the Acquisition Documents, including this Agreement and the Wordcraft Disclosure Letter, duly executed by the Wordcraft Seller;
    - (ii) an executed copy of the written resolutions of the sole shareholder (authorising the execution of any Acquisition Document to which it is party and appointing the relevant signatory or signatories to sign such Acquisition Document(s) on its behalf).
  - (c) On the date of signing of this Agreement, the Wordbee Purchaser shall deliver or cause to be delivered to the Wordbee Sellers:
    - (i) a copy of the duly signed and dated board resolutions of the Wordbee Purchaser approving the execution of this Agreement and of the Wordbee Disclosure Letter.
  - (d) On the date of signing of this Agreement, the Wordcraft Purchaser shall deliver or cause to be delivered to the Wordcraft Seller:
    - (i) a copy of the duly signed and dated shareholder resolution of the Wordcraft Purchaser approving the execution of this Agreement and of the Wordcraft Disclosure Letter.

## 5.2 Operation of Group Companies

Pending Completion, the Sellers shall procure that each Group Company shall, subject to clause 5.4, continue to operate in the ordinary course of business consistent with past practice, while preserving the value of its assets, goodwill and current business relationships and maintaining its trading and financial position, and in accordance with all applicable laws.

## 5.3 Restrictions on Group Companies

Pending Completion, the Sellers shall procure that (subject to clause 5.4 and to the extent permitted by applicable competition laws) no Group Company shall or shall agree to (whether conditionally or not):

- (a) change its issued share capital in any way (including the creation of new shares, the redemption or repurchase of shares or any reduction of capital) or grant any option or right to subscribe for any shares or other securities convertible into shares;
- (b) change any rights attached to any of its shares;
- (c) declare, pay or make any dividend or other distribution or capitalise any reserves;
- (d) change its constitutional or governing documents;
- (e) pass any resolution of its shareholders or any class of its shareholders;
- (f) change its auditors, the date to which its annual accounts are prepared or its accounting principles, procedures or practices;
- (g) enter into any kind of insolvency process or any arrangement with its creditors generally;
- (h) undertake any merger, demerger or any other kind of business combination or reorganisation;
- (i) acquire or dispose of:
  - (i) any shares or any other interest in any company, business or partnership;
  - (ii) any real property or interest in real property; or
  - (iii) any material IP; or
  - (iv) any other asset (except current assets in the ordinary course of business);
- (j) grant any interest in any real property or vary the terms of, or waive any rights under, any lease of real property (including settling any rent review);
- (k) grant any interest in any IP it owns (except in the ordinary course of business);
- (l) cancel or fail to renew any registration of any registered IP it owns;
- (m) create any Encumbrance over any of its assets or undertaking (except in the ordinary course of trading);
- (n) enter into, amend or terminate any agreement or arrangement with the Seller Group (other than in the ordinary course of business on arm's length terms);
- (o) waive any amounts owed to it by, or any rights it has against, the Seller Group;
- (p) enter into, amend or terminate any joint venture or partnership arrangement;
- (q) enter into, amend or terminate any material contract or arrangement, including any contract or arrangement that:
  - (i) is with a Key Customer or Key Supplier;
  - (ii) involves expenditure or liabilities in excess of EUR 20,000;
- (r) incur any capital expenditure on any individual item in excess of EUR 20,000 or which, when aggregated with all capital expenditure incurred by it and all other Group Companies since the date of this agreement, exceeds EUR 50,000;

- (s) incur any borrowings;
- (t) make any loan (except to employees or other Group Companies) or grant any credit (except trade credit in the ordinary course of business);
- (u) give any guarantee or indemnity in relation to the obligations or liabilities of any other person (except another Group Company);
- (v) cancel or fail to renew any of its insurance policies or do or omit to do anything which would make any such policy void or voidable;
- (w) commence or settle any dispute or legal or arbitral proceedings involving an amount in excess of EUR 20,000 (except when required by insurers or for routine debt collection in the ordinary course of business), or waive any right in relation to any such dispute or proceedings;
- (x) appoint or remove any officer;
- (y) engage, or (except for serious misconduct) dismiss or give notice of dismissal to, any employee whose basic salary is in excess of EUR 30,000 per annum (except as a result of any engagement or dismissal process that had commenced before the date of this Agreement, details of which are set out in the Disclosed Information);
- (z) make any changes to the terms and conditions of employment (including remuneration and benefits) of any of its officers or employees;
- (aa) enter into, amend or terminate any collective agreements or other arrangements with any trade union, works council or other employees' representative body;
- (bb) establish, participate in or contribute to any new pension scheme or grant any new retirement, death or disability benefit; or
- (cc) change, discontinue or exercise any discretion in relation to any existing pension scheme or retirement, death or disability benefit, or announce any plan, proposal or intention to do so.

#### 5.4 Permitted actions

Clauses 5.1 and 5.3 shall not restrict or prevent a Group Company from doing anything:

- (a) required by, or to give effect to, any Acquisition Document;
- (b) with the relevant Purchaser's prior written consent in each instance; or
- (c) to comply with any applicable law.

#### 5.5 Information and access

Pending Completion, the Sellers shall procure that each Group Company shall (subject to its confidentiality obligations and to the extent permitted by applicable laws):

- (a) keep the relevant Purchaser informed about matters of material importance to its business; and
- (b) promptly provide such information about its business, assets and affairs to the relevant Purchaser as it reasonably requests.

## 5.6 Pre-completion termination

- (a) The Purchasers may terminate this Agreement at any time before Completion by notice to the Sellers if the Condition has not been satisfied at the Longstop Date or if the Purchasers consider, acting reasonably, that there has been:
- (i) a material breach by any of the Sellers of any Key Warranty;
  - (ii) a material breach by any of the Sellers of clause 5.1 or 5.3; or
  - (iii) a Material Adverse Change.

For the purpose of clause 5.6(a)(iii), **Material Adverse Change** means anything that, has had or is likely to have a material adverse effect on the business, operations, assets, liabilities, condition (financial or otherwise), reputation or prospects of any Group Company.

## 5.7 Notification of changes

The Sellers shall notify the Purchasers as soon as reasonably practicable if they become aware of anything which has given or is likely to give the Purchasers a right to terminate this Agreement under clause 5.6(a). Any notification shall contain, so far as is practicable, sufficient detail to enable the Purchasers to make a reasonable assessment of the situation and its likely effect on the Group Companies.

## 6 Completion Accounts and adjustment of the Initial Considerations

6.1 The Initial Considerations may be adjusted following Completion as follows:

- (a) the Parties shall procure that the Completion Accounts and the Completion Statements for each Company are prepared and agreed or determined (as the case may be) in accordance with Schedule 6; and
- (b) with respect to each of the Companies, the following payments shall be made on or before the Adjustment Date:
- (i) if the amount of the relevant adjusted Initial Consideration as set out in the relevant Completion Statement exceeds the relevant Initial Consideration paid at Completion, the relevant Purchaser shall pay to the relevant Seller(s) an amount equal to the excess; or
  - (ii) if the amount of the relevant adjusted Initial Consideration as set out in the relevant Completion Statement is less than the relevant Initial Consideration paid at Completion, the relevant Seller(s) shall pay to the relevant Purchaser an amount equal to the shortfall.

## 7 Completion

### 7.1 Completion actions

On Completion:

- (a) the Sellers shall:
- (i) deliver, or procure the delivery of, the documents set out in Part 1 of Schedule 5 to the Purchasers; and



- (ii) comply, or procure compliance, with the obligations set out in that part; and
- (b) the Purchasers shall:
  - (i) deliver, or procure the delivery of, the documents set out in Part 2 of Schedule 5 to the Sellers; and
  - (ii) comply, or procure compliance, with the obligations set out in that part.

Subject to the terms of this Agreement, the Wordbee Purchaser and the Wordcraft Purchaser undertake that they will concurrently purchase all the relevant Shares (i.e. the whole Wordbee Shares and Wordcraft Shares) at Completion, it being understood that the any of the Purchasers shall not be obliged to purchase any of the relevant Shares at Completion unless the other Purchaser purchases all of the relevant Shares concurrently at Completion.

## **7.2 Indemnification of Wordbee's and Wordcraft's managers**

To the extent required under any applicable law or the governing documents of the Companies, the Wordbee Purchaser and the Wordcraft Purchaser will indemnify Wordbee's and Wordcraft's managers from and against any raised third-party claims (including claims of Wordbee and/ or Wordcraft and public authorities) from and in connection with their activity for Wordbee and/ or Wordcraft until Completion, subject to any claims the Wordbee Purchaser or the Wordcraft Purchaser may have against such manager(s) with respect to such claims.

## **7.3 Non-compliance**

If, on the Completion Date, any party does not comply with its obligations under clause 7.1 in any material respect, then the Sellers (in the case of the Purchasers' non-compliance) or the Purchasers (in the case of the Sellers' non-compliance) may by notice to the other:

- (a) postpone Completion to another date not more than ten (10) Business Days after the Completion Date (so that the provisions of this clause 7 (other than this clause 7.3(a)) shall apply as if that later date is the Completion Date); or
- (b) subject to Completion having first been postponed in accordance with clause 7.3(a), terminate this Agreement.

## **7.4 Effect of termination**

If this Agreement is terminated pursuant to clause 7.3(b), then each party's further rights, obligations and liabilities under this Agreement shall cease immediately on termination, except for:

- (a) each party's accrued rights (including the right to claim any remedy for breach or non-performance), obligations and liabilities as at the date of termination; and
- (b) each party's continuing rights, obligations and liabilities under this clause 7.4 and clauses 1 (Definitions and interpretation), 12 (Confidentiality and announcements), 13 (Assignment and successors), 14 (Costs and expenses), 15 (Payments), 17 (Entire agreement), 18.1 (Severance), 18.2 (Variation), 18.3 (Waiver), 18.4 (Counterparts), 19 (Notices), and 20 (Governing law and jurisdiction).

To the extent lawful and except as stated in clause 7.3(b) or in the case of fraud or deliberate misstatement, misconduct or concealment, no party shall have any right to rescind or terminate this Agreement or to treat it as having been terminated (whether before or after Completion).

## **8 Purchasers' warranties**

### **8.1 Warranties**

The Wordbee Purchaser warrants to the Wordbee Sellers, and the Wordcraft Purchaser warrants to the Wordcraft Seller, that, both as at the date of this Agreement and the Completion Date:

- (a) it is validly existing and is a company duly incorporated and registered under the law of its jurisdiction of incorporation;
- (b) it has the legal right, full power and authority and all necessary consents and authorisations to enter into and perform its obligations under this Agreement and each other Acquisition Document to which it is or will be party;
- (c) no approvals by a court or administrative authority are required for the signing of this Agreement and Completion by it;
- (d) this Agreement and each other Acquisition Document to which it is or will be party constitutes, or will when executed constitute, legal, valid and binding obligations on it and will be enforceable in accordance with their respective terms (assuming that each such Acquisition Document has been properly executed by the other parties to it and that their entry into it has been duly authorised);
- (e) the entry into and performance of its obligations under this Agreement and each other Acquisition Document will not:
  - (i) conflict with or breach any provision of its constitutional documents;
  - (ii) breach any agreement or instrument to which it is a party or by which it is bound;
  - (iii) conflict with or breach any applicable law or any requirement of any Authority to which it is subject or submits, or with any Authority's decision or any statutory or contractual duties of any Purchaser; or
  - (iv) require the consent, approval or authorisation of any Authority;
- (f) it is not insolvent under the law of its jurisdiction of incorporation or of any jurisdiction in which it carries on business, and it is not unable to pay its debts as they fall due, nor has it stopped paying its debts as they fall due;
- (g) no arrangement or compromise has been made by it with its creditors;
- (h) there is no judgment, injunction or order applicable to or binding on any of the Purchaser; nor is threatened before any court, arbitration panel or governmental authority which in any manner challenges or seeks to prevent, alter or delay the transaction contemplated in this Agreement;
- (i) no insolvency proceedings have been commenced or applied for, nor has any liquidator, receiver or similar officer been appointed, in relation to it or any of its assets; and
- (j) no resolution has been passed, proceedings commenced or order made for its winding-up or any other reorganisation or restructuring.

### **8.2 Purchasers' Compliance**

- (a) The Purchasers represent and warrant to the Sellers that each Purchaser:

- (i) has conducted thorough due diligence with respect to all of its beneficial owners;
  - (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner's funds; and
  - (iii) will retain evidence of any such identities, any such source of funds and any such due diligence and will maintain any such evidence for at least five (5) years from the date of this Agreement.
- (b) The Purchasers do not know or have any reason to suspect that the monies used to fund the Consideration have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities.

### 8.3 **Purchasers' Knowledge**

The Purchasers have carried out, with the assistance of their advisers (limited to their respective mandate), a detailed commercial, technical, business, financial, legal and tax due diligence (the "**Due Diligence**") in respect of the Group Companies. Within the framework of the Due Diligence, the Purchasers and their advisers had the opportunity to inspect and review the documents which the Sellers made available to the Purchasers and their advisers in the Data Room. The Purchasers and their advisers further had the opportunity to ask questions about the Group Companies and the information made available in the Data Room. The answers to these questions are documented in a Q&A list.

The Purchasers shall be deemed to have knowledge of the Disclosed Information and have no reason to believe that any of the Disclosed Information is inaccurate.

## 9 **Sellers' warranties**

### 9.1 **Warranties**

The Wordbee Sellers warrant to the Wordbee Purchaser, and the Wordcraft Seller warrants to the Wordcraft Purchaser, that the statements set out in Schedule 3 are true and accurate as at the date of this Agreement.

The Warranties shall be deemed repeated immediately before Completion by reference to the then existing facts and circumstances.

### 9.2 **Separate and independent**

Each of the Warranties is separate and independent.

### 9.3 **Knowledge or awareness**

When a Warranty is qualified by a reference (however expressed) to the knowledge or awareness of the relevant Seller, such Seller shall be deemed to know or be aware of anything which is known to such Seller (either natural person or the management body in case of a legal entity) and anything which would have or should have been known to them (or any of them) had they made all reasonable enquiries in relation to the subject matter of such Warranty.

### 9.4 **No rights against the Group Companies**

The Sellers undertake to the Purchasers that they have no rights against (and waive any rights they may have against) and shall not make any claim against (and waive any claim they may have against):

- (a) any of the Group Companies, including without limitation, the other Purchaser; or
- (b) (save in the case of fraud or fraudulent concealment) any current or former officer, employee, consultant or agent of any Group Company

in respect of any misrepresentation, inaccuracy or omission in or from any information or advice provided by any such person for the purpose of assisting the relevant Seller to give any Warranty and/or prepare the Disclosed Information.

## 9.5 Consequences of breach

Without restricting the rights of the relevant Purchaser or the ability of the relevant Purchaser to claim damages on any basis available to it, if there is a breach of any Warranty the relevant Sellers (jointly and severally) shall, within one month upon receipt of a notice (as set out on clause 10.7) by the relevant Purchaser and after having received reasonable evidence of such breach by the relevant Purchaser, pay to such Purchaser or, (in the case of a liability to another person which has not been discharged) at the relevant Purchaser's direction, the person to whom the liability has been incurred an amount equal to:

- (a) any shortfall or diminution in the value of any asset of any Group Company from that which it would have been had the Warranty not been breached;
- (b) any liability which any Group Company has incurred which it would not have incurred had the Warranty not been breached;
- (c) the amount by which the profits of any Group Company are less or its losses greater than they would have been had the Warranty not been breached; and
- (d) all costs and expenses (together with any VAT on them) which may be incurred by the Purchaser Group as a result of or in connection with any breach of the Warranty.

## 10 Sellers Warranties and Covenants Limitations

### 10.1 Time Limitation

The claims of the relevant Purchaser under or in connection with this Agreement shall become time-barred twelve (12) months after the date of the last Earn-Out Consideration payment.

### 10.2 De Minimis Liability Amount

- (a) Claims of the relevant Purchasers under clause 9.5 based on the inaccuracy of a Warranty set forth in clause 9 or Schedule 3 or any breach of covenant under clauses 11.1, 11.2 and 11.3 shall only arise if the aggregate liability for all such Claims exceeds EUR 50,000.
- (b) Unless set forth otherwise below, Warranty Claims of the Purchasers based on the inaccuracy of a Warranty set forth in clause 7 or Schedule 3 shall be limited to the outstanding Earn-out Consideration. Such limit shall not apply on (i) Key Warranties or (ii) restrictive covenants under clauses 11.1, 11.2 and 11.3.

### 10.3 Other exclusions

- (a) The Sellers shall not be liable for any Warranty Claim or Tax Claim to the extent that it arises from or is otherwise attributable to, or the amount of such Warranty Claim is increased as a result of any new or amended legislation, law or administrative or regulatory practice, in each case taking effect after Completion.

- (b) The Sellers shall not be liable for any Warranty Claim or Tax Claim in respect of any damage or loss resulting from, or increased by, any voluntary act or omission of the Purchaser or any of the Purchaser's Affiliates (including, after the Completion, the Company), or their respective directors, officers, employees, agents or other representatives, after the date of the Completion including any changes in the accounting methods or principles, or any act or omission agreed in, and in compliance with, this Agreement or otherwise requested or approved by the Purchaser in writing.
- (c) The Sellers shall not be liable to the extent that the amount related to the circumstance giving rise to the claim has both (i) been included as allowance in the assets side or as liabilities or reserve item in the liabilities side of the Completion Accounts and (ii) resulted in a reduction in the Consideration.

#### 10.4 **Additional tax limitations**

The Sellers shall not be liable for any Tax Claim to the extent that it arises from or is otherwise attributable to, or the amount of such Tax Claim is increased as a result of any change after Completion in the bases, methods or policies of accounting of the Company (other than to comply with any applicable law or generally accepted accounting practice in force at Completion).

#### 10.5 **Non-application of limitations**

To the extent necessary, nothing in clauses 10.1 to 10.4 shall operate to exclude or limit the liability of the Sellers in relation to any Claim that arises as a result of the fraud, wilful misconduct, gross negligence or fraudulent concealment of any of the Sellers.

#### 10.6 **No double recovery**

Any payment made by the Sellers in respect of any Claim shall satisfy and discharge any other Claim which is capable of being made against the Sellers in respect of the same matter, but only to the extent of the payment made.

#### 10.7 **Notification, information and access**

The relevant Purchaser shall, and shall procure that the Purchaser Group shall:

- (a) Within five (5) Business Days after becoming aware of the event, matter or circumstance that has given rise to any Claim, notify the relevant Sellers (in accordance with clause 17) of such matter and keep the relevant Sellers fully and promptly informed of all material developments relating to it; and
- (b) provide the relevant Sellers and their representatives with reasonable access to, and (at the relevant Sellers' expense) copies of, all information which is or may be relevant to any such Claim.

Nothing in this clause 10.7 shall require the Purchaser Group to provide access to any information (a) in breach of any applicable law or any duty of confidentiality owed to any third party, or (b) that has been prepared by it or its advisers with a view to assessing the merits of any actual or potential Claim.

#### 10.8 **Payment obligation**

- (a) The amount of any indemnification due for a Claim shall be paid by the relevant Sellers to the relevant Purchaser within sixty (60) Business Days (except as otherwise agreed between the relevant Purchaser and the relevant Seller) of the earlier of:

- (i) the express written admission by the relevant Sellers of their obligation to indemnify the relevant Purchaser for such claim and the amount thereof; or
  - (ii) an amicable settlement between the parties on the claim or the service to the relevant Sellers of a final, binding, non-appealable judgment or award by the relevant court or tribunal having applicable jurisdiction and pertaining to such third party Claim unless otherwise provided therein.
- (b) No compensation can be claimed for any consequential damage and lost profits based on the conclusion of this Agreement, including any claims for internal administrative costs.
  - (c) The Purchasers may set off against any indemnification due for a Claim any sum due to the relevant Sellers from the relevant Purchaser in respect of any Earn-Out Consideration.

## 10.9 Mitigation and third-party Claims

- (a) Each of the parties shall, and shall procure to take all reasonable steps to avoid or mitigate any loss, liability or damage which may arise from any matter that has given or is likely to give rise to a Claim.
- (b) In particular, the Purchasers shall, and shall procure that any member of the Purchaser Group shall, consult fairly with the relevant Sellers in relation to any Claim and deal with such claim having given due consideration to the reasonable representations and views of the relevant Sellers.
- (c) Nothing in this clause 10.9 shall require the Purchaser Group to do anything which is likely to have a material adverse effect on the business of, or be materially onerous or prejudicial to the Companies.
- (d) The relevant Sellers shall:
  - (i) indemnify the Purchaser Group against all losses, liabilities and damages and reasonable costs and expenses for which it may become liable; and
  - (ii) reimburse the Purchaser Group on demand all out-of-pocket costs and expenses reasonably incurred by it, in complying with its obligations under this clause 10.9.

## 11 Seller restrictive covenants

### 11.1 Names and goodwill

The Sellers shall not, and shall procure that none of the Seller Group shall, at any time after Completion, directly or indirectly:

- (a) use any company or trading name, domain name, logo or trade or service mark (whether registered or unregistered) which includes the words "Wordbee" for what relates to the Wordbee Group and "Wordcraft" for what relates to the Wordcraft Group or is owned by any relevant Group Company at Completion, or any word or device which is confusingly similar; or
- (b) do or say anything which is intended to damage the goodwill or reputation of any relevant Group Company, or which is likely to lead any person to cease to do business with any relevant Group Company on substantially equivalent terms to those previously offered, or not to engage in business with any relevant Group Company.

## 11.2 Employees

- (a) The relevant Sellers shall not, and shall procure that none of the Seller Group respectively shall, for a period of two years after the date of the Completion Date to the relevant Sellers, either for itself or jointly with or for any other person, directly or indirectly, solicit, employ or engage any person who was an officer or manager of any Group Company or employed in a sales, marketing, consulting, financial, IT, technical or research function at any time during the period of twelve months ending on the date of the Completion Date.
- (b) Nothing in paragraph (a) above shall prohibit the Seller Group from employing any person who responds to a recruitment advertisement made in the ordinary course of business or whose employment with the Purchaser Group has ceased, provided that such response or cessation was not solicited or induced directly or indirectly by the Seller Group.

## 11.3 Competing businesses; customers and suppliers

- (a) The Sellers shall not, and shall procure that none of the Seller Group respectively shall, for a period of one (1) year after the date of the last Earn-Out Consideration payment made hereunder, either for itself or jointly with or for any other person, directly or indirectly:
  - (i) be engaged, concerned or interested in carrying on any Competing Business anywhere in the world;
  - (ii) for the benefit of a Competing Business, solicit or entice away any person who was a customer of any relevant Group Company during such period;
  - (iii) to the detriment of any relevant Group Company, contract with or engage any person who has been contracted with or engaged to supply goods or services to any such Group Company during such period.
- (b) Without prejudice to clause 11.3(a) and with regard to paragraph 11.3(a)(i) above, Daniel Johnson shall be authorized to continue to carry out selling services in the language solutions industry as long as he does not directly compete with the Wordbee Business.

## 11.4 Acknowledgement

The Sellers agree and acknowledge that the restrictions contained in this clause 11 are fair and reasonable, and necessary to assure to the relevant Purchaser the full value and benefit of the Shares.

# 12 Confidentiality and announcements

## 12.1 Definitions

In this clause 12:

- (a) **Announcement** means the announcement, if any, in the agreed form to be issued by the Purchasers on Completion to employees or customers/suppliers of the Wordbee Group and Wordcraft Group;
- (b) **discloser** means the person making the announcement or disclosing or using the information; and, for the purposes of clause 12.6(a), includes its group; and

- (c) **Relevant Party** means (a) when the discloser is a member of the Purchaser Group, the Sellers; or (b) when the discloser is a member of the Seller Group, the Purchasers.

## 12.2 **Announcements**

No party shall, and each party shall procure that its group shall not, at any time issue, or procure the issue of, any press release, circular or other publicity relating to the existence or provisions of this Agreement or any other Acquisition Document or the sale and purchase of the Shares.

## 12.3 **The Group Companies' confidential information**

The Wordbee Sellers shall not, and shall procure that the Wordbee Group shall not, at any time after Completion disclose to any person, or use, any confidential information of any Wordbee Group Company or Wordcraft Group Company that it holds at Completion (or which it subsequently receives pursuant to the terms of this Agreement), as long as this information has not intentionally been made public by the Purchasers.

The Wordcraft Sellers shall not, and shall procure that the Wordcraft Group shall not, at any time after Completion disclose to any person, or use, any confidential information exchanged in connection with this Agreement of any Wordcraft Group Company or Wordbee Group Company that it holds at Completion (or which it subsequently receives pursuant to the terms of this Agreement), as long as this information has not intentionally been made public by the Purchasers.

## 12.4 **Transaction and parties' confidential information**

Each party shall, and shall procure that its group shall, keep confidential, as long as this information has not been made public in accordance with clauses 12.5 and 12.6:

- (a) the provisions and subject matter of, and the negotiations relating to, this Agreement and any other Acquisition Document; and
- (b) all confidential information of the other party or its group (in the case of the Purchasers, as such group is constituted immediately before Completion) received by it as a result of negotiating, entering into or performing this Agreement,

and shall use the information only for the purposes contemplated by this Agreement or any other Acquisition Document.

## 12.5 **Permitted announcements and disclosures**

Clauses 12.2, 12.3 and 12.4 shall not restrict the making of any announcement or the disclosure or use of information:

- (a) with the prior written consent of the Relevant Party;
- (b) to the extent required by any applicable law or any Authority or securities exchange; provided that, in each case (unless such consultation is prohibited), such announcement is made or disclosure occurs after consultation (so far as reasonably practicable) as to the timing and content of such announcement or disclosure with the Relevant Party; or
- (c) that is consistent in all material respects with the Announcement, or any other announcement issued in accordance with this clause 12.5.

## 12.6 **Other permitted disclosures**

Clauses 12.3 and 12.4 shall not restrict the disclosure or use of information if and to the extent:



- (a) the information is independently developed after Completion;
- (b) expressly required or permitted by, or required for or in connection with the performance by any party of its obligations under, this Agreement or any other Acquisition Document;
- (c) required for or in connection with the performance by the Wordbee Sellers Group and/or Wordcraft Sellers Group of their obligations as a contractor of the Purchaser Group for the benefit of the Purchaser Group;
- (d) disclosure is made on a strictly confidential and need to know basis by the discloser to (a) its group or any of its or its group's current or prospective funders; or (b) any of its, its group's or any such funder's officers, employees, consultants, agents, insurers, pension trustees, professional advisers or auditors; or
- (e) required in connection with any legal action or proceedings or arbitral proceedings (including any Dispute).

### **13 Assignment and successors**

- 13.1 Except as provided in this clause 13, no person shall assign, transfer, charge or otherwise deal with all or any of its benefits, rights or obligations under this Agreement, or grant, declare, create or dispose of any right or interest in this Agreement, without the prior written consent of the Sellers and the Purchasers (such consent not to be unreasonably withheld or delayed).
- 13.2 The relevant Purchaser and any permitted assignee hereunder may assign all or any of its benefits or rights under this Agreement to the Purchaser Group. Such assignee shall not be entitled to enforce any right assigned to it if it ceases to be a member of the Purchaser Group. The relevant Purchaser shall procure that such assignee reassigns such rights under this Agreement back to the Purchaser Group before such assignee ceases to be a member of it.
- 13.3 The relevant Purchaser may assign or charge all or any of its benefits or rights under this Agreement by way of security in favour of a financial institution(s) or any person who has agreed at any time to provide finance to the Purchaser Group in connection with the transactions contemplated by this Agreement, and/or to any agent or trustee of such person for the time being.
- 13.4 This Agreement shall be binding on and continue for the benefit of the successors and permitted assignees of each party.

### **14 Costs and expenses**

Unless otherwise expressly provided in this Agreement, each party shall bear its own costs, charges and expenses incurred in relation to the preparation, negotiation, execution and implementation of this Agreement.

### **15 Payments**

- 15.1 In this clause 15, **Payment Account** means:
  - (a) if the relevant payment is to be made to the Wordbee Sellers, the account of the Wordbee Group notified to the Wordbee Purchaser for this purpose not less than five (5) Business Days before the date such payment is due;

- (b) if the relevant payment is to be made to the Wordcraft Seller, the account of the Wordcraft Group notified to the Wordcraft Purchaser for this purpose not less than five (5) Business Days before the date such payment is due; and
- (c) if the relevant payment is to be made to the relevant Purchaser, the account of the relevant Purchaser notified to the relevant Seller(s) for this purpose not less than five (5) Business Days before the date such payment is due.

15.2 Any payment to be made to the Sellers or the Purchasers under this Agreement shall be made in euros by transfer of immediately available funds for same day value to the Payment Account.

15.3 Any payment to be made to the Sellers or the Purchasers under this Agreement in respect of any indemnity or covenant shall be made without withholding or deduction of, or in respect of, any Tax unless required by law.

## **16 Further assurance**

Each party shall from time to time promptly do (or procure to be done) all such other things and/or execute and deliver (or procure to be executed and delivered) all such other documents as may be requested of it to give effect to the Acquisition Documents.

## **17 Entire agreement**

17.1 In this clause 17, **Statement** means representation, warranty, statement or assurance (whether contractual or otherwise).

17.2 The Acquisition Documents (as varied in accordance with their terms) constitute the entire agreement and understanding between the parties in connection with the transactions contemplated by the Acquisition Documents. Accordingly, they supersede and extinguish all previous agreements, arrangements and understandings between, and (except to the extent incorporated in the Acquisition Documents) all Statements given by, the parties in connection with such transactions.

17.3 Each party acknowledges that it has not relied on, or been induced to enter into any Acquisition Document by, any Statement given by any person (whether a party to this Agreement or not) that is not incorporated in any Acquisition Document.

## **18 General**

### **18.1 Severance**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, that shall not affect or impair the legality, validity or enforceability of (a) any other provision of this Agreement in that jurisdiction; or (b) that provision or any other provision of this Agreement in any other relevant jurisdiction. If any illegal, invalid or unenforceable provision of this Agreement would be legal, valid and enforceable if some part or parts of it were modified, such provision shall apply with whatever modification is necessary so that it is legal, valid and enforceable and gives effect to the commercial intention of the parties.

## 18.2 Variation

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of the Sellers and the Purchasers.

## 18.3 Waiver

Any waiver of any right or remedy under or in respect of this Agreement shall only be valid if it is in writing, and shall apply only to the person to whom it is addressed and in the specific circumstances for which it is given. Unless otherwise expressly provided in this Agreement, no right or remedy under or in respect of this Agreement shall be precluded, waived or impaired by (a) any failure to exercise or delay in exercising it; (b) any single or partial exercise of it; (c) any earlier waiver of it, whether in whole or in part; or (d) any failure to exercise, delay in exercising, single or partial exercise of or earlier waiver of any other such right or remedy.

## 18.4 Counterparts

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

# 19 Notices

## 19.1 Interpretation

In this clause 19, any reference to a time is to the local time in the place at or to which the Notice is delivered or sent.

## 19.2 Form and method of giving Notice

Any notice or other communication to be given or made under or in connection with this Agreement (**Notice**) shall be in writing in English, sent to the relevant party at the postal or email address and for the attention of the person specified in clause 19.3, and may be delivered:

- (a) by hand or by courier (using an internationally recognised courier company);
- (b) by prepaid recorded delivery post or equivalent; or
- (c) by email.

## 19.3 Contact details for Notices

The postal and email addresses and relevant contacts of the parties for the purposes of clause 19.2 are, in relation to the Sellers and the Purchasers, the postal and email addresses of the Sellers shall be as set out in the description of the parties and Schedule 1;

or, in each case, such other postal or email address or contact in the Grand Duchy of Luxembourg as a party may notify to the other for this purpose in accordance with this clause 19. Notice of any change shall be effective five (5) Business Days after the date on which it is deemed to have been given in accordance with this clause 19 or any later date specified in the Notice.

#### 19.4 **Time Notice is given**

Any Notice which has been delivered in accordance with clause 19.2 shall be deemed to have been given:

- (a) if delivered by hand, by courier or by post, at the time of delivery; or
- (b) if sent by email, at the time the email is sent, provided that no automated message is received stating that the email has not been delivered.

However, if any Notice would be deemed to have been given after 5.00 pm on a Business Day and before 9.00 am on the next Business Day, such Notice shall be deemed to have been given at 9.00 am on the second of such Business Days.

### **20 Governing law and jurisdiction**

20.1 This Agreement is governed by and shall be construed in accordance with Luxembourg law, save for the *in rem* transfer of the Wordcraft Shares which is construed under the laws of the Federal Republic of Germany.

20.2 Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the court of the District of Luxembourg (*tribunal d'arrondissement de et à Luxembourg*).

## Schedule 1 Wordbee Sellers

### Part 1 Wordbee Sellers

- **Mr. José Vega**, born on 12 April 1953, in Peru, professionally residing at 69, rue Batty Weber / L-3755 Rumelange (Luxembourg), with email address [jveгаа@gmail.com](mailto:jveгаа@gmail.com), holding 10,111 Wordbee Shares, representing 28.3253% of the share capital of Wordbee.
- **Dr. Stephan Dädalus Böhmig**, born on 12 June 1967, in Austria, professionally residing at 57, rue Patton, 1er étage / F-57330 Hettange Grande (France), with email address [sbohmig2@gmail.com](mailto:sbohmig2@gmail.com), holding 10,111 Wordbee Shares, representing 28.3253% of the share capital of Wordbee.
- **Mr. Maxime Appolonia**, born on 1 May 1982 in France, professionally residing at 3, rue des Sapins / F-54590 Hussigny Godbrange (France), with email address [maxime.appolonia@gmail.com](mailto:maxime.appolonia@gmail.com), holding 418 Wordbee Shares, representing 1.1710% of the share capital of Wordbee.
- **Ms. Anita Sempels**, born on 24 May 1956, in Belgium, professionally residing at 69, rue Batty Weber/L-3755 Rumelange (Luxembourg), with email address [anita.sempels@gmail.com](mailto:anita.sempels@gmail.com), holding 210 Wordbee Shares, representing 0.5883% of the share capital of Wordbee.
- **Mr. Daniel Johnson**, born on 14 February 1969, in the United States of America, professionally residing at 1225 NE 55th Avenue, Portland, OR 97213, with email address [danj.pdx@gmail.com](mailto:danj.pdx@gmail.com), holding 569 Wordbee Shares, representing 1.5940% of the share capital of Wordbee.
- **Activos Lingüísticos S.L.**, incorporated on 23 June 2010 in Spain, registration number B85987881, registered office located at Avda Prunos15, Portal 1A Planta 1 Pta. D; E-28042 Madrid, Spain, with email address [a.barba@activoslinguisticos.com](mailto:a.barba@activoslinguisticos.com), holding 6,121 Wordbee Shares, representing 17.1476% of the share capital of Wordbee.
- **HM Investment Limited**, incorporated on 28 May 2018 in the British Virgin Islands, registration number 1980730, registered office located at Jayla Place, Wickham Cay 1, Road Town, Tortola, British Virgin Islands; with email address [william.chan@hetermedia.com](mailto:william.chan@hetermedia.com), holding 8,156 Wordbee Shares, representing 22.8485% of the share capital of Wordbee.

Part 2 Detailed allocation of the Wordbee Initial Consideration

<b>Name</b>	<b>Shareholding [Shares]</b>	<b>Percentage of Wordbee Initial Consideration</b>	<b>Percentage of Wordbee Earn-Out Consideration</b>	<b>EUR amount [Cash at completion]</b>
Mr. José Vega	10,111	28.3253%	28.3253%	€ 2,251,245.79
Dr. Stephan Dädalus Böhmig	10,111	28.3253%	28.3253%	€ 2,251,245.79
HM Investment Limited	8,156	22.8485%	22.8485%	€ 1,815,958.92
Activos Lingüísticos S.L.	6,121	17.1476%	17.1476%	€ 1,362,859.80
Mr. Daniel Johnson	569	1.5940%	1.5940%	€ 126,689.63
Mr. Maxime Appolonia	418	1.1710%	1.1710%	€ 93,069.01
Ms. Anita Sempels	210	0.5883%	0.5883%	€ 46,757.15
<b>TOTAL</b>	<b>35,696</b>	<b>100.0000%</b>	<b>100.0000%</b>	<b>€ 7,947,826.09</b>

## Schedule 2 Warranted information

### Part 1 Wordbee S.à r.l.

Company name:	Wordbee S.à r.l.	
Register and registered number:	R.C.S. Luxembourg: B138671	
Date of incorporation:	19 March 2008	
Place of incorporation:	Grand Duchy of Luxembourg	
Registered/principal office:	11, boulevard du Jazz, L-4370 Belvaux	
Issued share capital	Type of share and nominal value: EUR 110,657.60 represented by 35,696 shares, with a nominal value of EUR 3.10 each.	Number of shares: 35,696 shares
Managers:	José VEGA (technical manager) Amadeo BARBA HUERGA (administrative manager) Stephan Dädalus BÖHMIG (technical manager) Wai Chung Caroline CHAN (administrative manager)	
Daily managers:	José VEGA Stephan Dädalus BÖHMIG	

### Part 2 Wordcraft GmbH

Company name:	Wordcraft GmbH
Register and registered number:	Local court ( <i>Amtsgericht</i> ) of Leipzig: HRB 32598
Date of incorporation:	6 June 2016
Place of incorporation:	Germany
Registered/principal office:	Leipzig; Registered address Industriestraße 85-95, 04229 Leipzig, Germany

Issued share capital	Type of share and nominal value:	Number of shares:
	EUR 25,000, represented by 3 shares with consecutive nos. 1 through 3. Consecutive shares no. 1 and 2 having a nominal value of EUR 250 each and share with consecutive no. 3 having a nominal value of EUR 24,500	3
Officers/Directors:	Managing director ( <i>Geschäftsführer</i> ) with sole power of representation and released from the restrictions on self-dealings: Andre Hemker	



## Part 3 The Subsidiaries

### Wordbee

#### 1 United States of America

Company name:	Wordbee LLC	
Register and registered number:	FEI/EIN Number: 36-5020054 Doc Number: M22000015992	
Date of incorporation:	9 March 2022	
Place of incorporation:	Delaware (USA)	
Registered/principal office:	615 Channelside Drive Suite 207 Tampa, FL 33602 USA	
Share capital:	Type of share and nominal value: represented by membership interests, not shares Capital contribution: 100,000.00 USD	Number of shares: N/A
Shareholder:	Wordbee (Luxembourg): 100% membership interests	
Officers/Directors:	Andre Hemker (Managing Director), Stephan Dädalus Böhmig (President); José Vega (Director)	

#### 2 Egypt

Company name:	Wordbee Egypt for Information Technology LLC
Register and registered number:	167872
Date of incorporation:	23 June 2021
Place of incorporation:	Cairo (Egypt)
Registered/principal office:	Unit 702, Building #4, Hafez Ramadan Street, Nasr City, Cairo, Egypt

Share capital:	Type of share and nominal value: EGP 50,000.00 is represented by 500 shares, with a nominal value of EGP 100 each.	Number of shares: 500 shares
Shareholders:	Wordbee S.A. (90%); Andre Hemker (10%)	
Officers/Directors:	Andre Hemker, Mohamed Shahin	

## Schedule 3 Warranties

### 1 Authorities and capacity

- 1.1 Each Seller (except HM Investment at the date of this Agreement) has the legal right, full power and authority and all necessary consents and authorisations to enter into and perform its obligations under this Agreement and each other Acquisition Document to which it is or will be party and to transfer the full legal and beneficial ownership of its Shares to the Purchaser.
- 1.2 To the extent the relevant Seller is a natural person, he/she has the power to enter into this Agreement and has taken all actions necessary to authorise his/her entry into this Agreement and the performance of his/her obligations under it (including under his/her marital status).
- 1.3 This Agreement and each other Acquisition Document to which each Seller is or will be party constitutes, or will when executed constitute, legal, valid and binding obligations on the relevant Seller and will be enforceable in accordance with their respective terms.
- 1.4 Save for the approval to be obtained by HM Investment as provided for under this Agreement, the entry into and performance of their obligations under this Agreement and each other Acquisition Document by each Seller will not:
- (a) breach any agreement or instrument to which it is party or by which it is bound and which is material in the context of the Acquisition;
  - (b) conflict with or breach any applicable law or any requirement of any Authority to which it is subject or submits and which is material in the context of the Acquisition; or
  - (c) require the consent, approval or authorisation of any Authority.
- 1.5 No Seller nor any person connected with any Seller has made a claim of any nature against any Group Company that remains outstanding and there are no circumstances which entitle or are likely to entitle any of them to make such a claim.

### 2 The Group Companies

- 2.1 Wordbee has been duly incorporated as a public limited liability company (*société anonyme*) and has been duly converted into a private limited liability company (*société à responsabilité limitée*) pursuant to a notarial deed dated 28 July 2023, and is validly existing under the laws of the Grand Duchy of Luxembourg.
- 2.2 Wordbee has its centre of main interests (*centre des intérêts principaux*) at the place of its registered office (*siège statutaire*) in the Grand Duchy of Luxembourg, and has no establishment (as defined, respectively, in the European Regulation No. 2015/848 of 20 May 2015 on insolvency proceedings (recast) or Luxembourg law) outside the Grand Duchy of Luxembourg.
- 2.3 Each Group Company is validly existing and is a company duly incorporated and registered under the law of its jurisdiction of incorporation.
- 2.4 The information set out in in Part 3 of Schedule 2 relating to each Group Company is complete, accurate and not misleading.
- 2.5 Wordbee is the legal owner of 90% of the shares of Wordbee Egypt.
- 2.6 None of the Group Companies has been dissolved by any shareholders' resolution, and no shareholders' meeting has been called for that purpose.

- 2.7 None of the Group Companies has been annulled or dissolved by any judicial decision or other government action or administrative proceedings. None of the Group Companies has been declared bankrupt or obtained a judicial composition ("*concordat judiciaire*") or equivalent procedure under applicable law and no notice of appointment of any liquidator, administrative receiver or administrator has been given to any of the Group Companies.
- 2.8 No Group Company is unable to pay its debts as they fall due, nor has it stopped paying its debts as they fall due. No arrangement or compromise has been made by any Seller or any Group Company with its creditors.
- 2.9 No resolution has been approved by the board of directors (or equivalent management body under applicable law) or the shareholders' meeting of any Group Company concerning any merger, split-up, contribution or sale of a division ("*branche d'activité*") or a business as a whole ("*universalité*") or any other corporate restructuring, and no board meeting or shareholders' meeting has been called for that purpose.
- 2.10 All the issued shares (or other securities) in each Subsidiary are legally and beneficially owned by any of the Group Companies and have been properly and validly issued and are fully paid up. There is no Encumbrance affecting any of the shares in the Subsidiaries, nor any agreement that may create any such Encumbrance.
- 2.11 No person has the right (whether contingent or otherwise) to require any Group Company to allot, issue, convert, register, sell or transfer, amortise, redeem or repay any share, security, loan capital or other interest in any Group Company and no person has claimed to be entitled to any of such things.
- 2.12 Since the Accounts Date, no Group Company has repaid, redeemed or purchased any of its own shares, reduced its share capital or capitalised any reserves or profits, or agreed to do any of such things.

### **3 Interests in other companies**

No Group Company is the legal or beneficial owner of, or has agreed to acquire, any shares, securities or other interests in, any company (other than the shares of another Group Company) nor is it a party to, or the subject of, any shareholder agreement.

### **4 Share capital and title to the Shares**

- 4.1 Each Seller is:
- (a) the sole legal and beneficial owner of the Shares it holds in the relevant Company; and
  - (b) entitled to transfer or procure the transfer of the legal and beneficial ownership of its relevant Shares to the Purchaser on the terms set out in this Agreement, free and clear of any Encumbrances and any agreement that may create such Encumbrances.
- 4.2 Each Seller has the right to exercise all voting, transfer and other rights over its relevant Shares.
- 4.3 The Shares constitute the whole of the issued share capital of the relevant Company. The Shares have been properly and validly issued and are fully paid up and there is no liability to pay any additional contributions on the Shares.
- 4.4 The Sellers are not under any obligation of any kind whatsoever to sell, create any Encumbrance, deliver, transfer or otherwise dispose of any of the Shares.
- 4.5 There are no restrictions affecting the rights attached to the Shares. None of the rights attached to the Shares, and in particular voting rights or rights to dividends, have been transferred to, or

may be exercised by, any person other than the owner of the Shares, by virtue of a power of attorney or otherwise.

- 4.6 All Shares are in registered form and all are duly registered in the name of the Sellers in the share registers of the Companies.
- 4.7 No third party may exercise any right of first refusal in connection with the sale of the Shares to the Purchaser, or any call option or similar right on all or part of the Shares.
- 4.8 The Shares are freely transferable, subject to the share transfer restrictions provided for in the law and/or in the articles of association of the Companies.
- 4.9 The share capital of Wordbee amounts to EUR 110,657.60. It is represented by 35,696 registered shares with a nominal value of EUR 3.10 each.
- 4.10 The share capital of Wordcraft amounts to EUR 25,000. It is represented by 3 shares with consecutive nos. 1 through 3. Consecutive shares no. 1 and 2 having a nominal value of EUR 250 each and share with consecutive no. 3 having a nominal value of EUR 24,500
- 4.11 Except for the Shares, no other type of shares, with or without voting rights, profit shares (*parts bénéficiaires*), securities or founders' shares (*parts de fondateur*) have been issued.
- 4.12 There is no agreement or commitment of any kind whereby the Companies is or could be obligated to (i) issue any new shares or other securities, or (ii) purchase or redeem any of the Shares.
- 4.13 All dividends or distributions declared, made or paid by the Companies have been declared, made or paid in accordance with its articles of association and the applicable laws and regulations.

## **5 Subsidiaries and Branches**

- 5.1 No Group Company has any branch or permanent establishment outside its jurisdiction of incorporation.
- 5.2 No Group Company is under any obligation of any kind whatsoever to sell, create any Encumbrance, deliver, transfer or otherwise dispose of any of the shares in the Subsidiaries.
- 5.3 There are no restrictions affecting the rights attached to the shares in the Subsidiaries. None of the rights attached to the shares in the Subsidiaries, and in particular voting rights or rights to dividends, have been transferred to, or may be exercised by, any person other than the owner of the shares in the Subsidiaries, by virtue of a power of attorney or otherwise.
- 5.4 Except for the shares in the Subsidiaries, no other type of shares, with or without voting rights, profit shares (*parts bénéficiaires*), securities or founders' shares (*parts de fondateur*) have been issued by the relevant Group Companies.
- 5.5 There is no agreement or commitment of any kind whereby any Group Company is or could be obligated to (i) issue any new shares or other securities, or (ii) purchase or redeem any of the shares in the Subsidiaries.

## **6 Constitutional and corporate documents**

- 6.1 The Disclosed Information contains a copy of the current constitutional documents of each Group Company and all documents required by applicable laws to be annexed to them. These set out all rights attaching to the shares and other securities of the Group Companies.

- 6.2 The registers, minute books and records required to be maintained by each Group Company under the law of the jurisdiction of its incorporation have been properly kept, are up to date and contain a complete and accurate record of the matters which should be dealt with in them. No notice or allegation that any of them is incorrect or should be rectified has been received.
- 6.3 All registers and books referred to in paragraph 6.2 are in the possession or under the control of the relevant Group Company.
- 6.4 Each Group Company has delivered the documents required by law to be delivered to the company registry in its jurisdiction of incorporation and such documents were correct when delivered and were duly delivered on a timely basis.

## **7 Insolvency**

- 7.1 No Group Company:
- (a) is insolvent under the law of its jurisdiction of incorporation or of any jurisdiction in which it carries on business; or
  - (b) is unable to pay its debts as they fall due;
  - (c) has stopped paying its debts as they fall due.
- 7.2 No arrangement or compromise has been made by any Seller or any Group Company with its creditors.
- 7.3 No insolvency proceedings have been commenced or applied for, nor has any liquidator, receiver, or similar officer been appointed, in relation to any Seller or any Group Company or any of their assets.
- 7.4 No resolution has been passed, proceedings commenced or order made for the winding-up or any other reorganisation or restructuring of the Seller or any Group Company.

## **8 Information disclosed**

All information given by or on behalf of each Seller to the Purchaser or to its advisers before and during the negotiations leading to this Agreement is complete, accurate and not misleading and no information has been withheld by any Seller which might be material to a prospective purchaser of the Shares.

## **9 Documents**

All material title documentation relating to the assets of each Group Company, all documents evidencing the material terms of its Contracts, contracts of employment of its employees, the Policies (as defined in paragraph 20.1), and all other documents belonging to, or which, in accordance with applicable laws, must be in the possession of, each Group Company are in its possession or under its control.

## **10 Disclosure of accounts**

The Disclosed Information contains copies of:

- 10.1 the Accounts; and
- 10.2 the unaudited Management Accounts.

## **11 Accounts**

The Accounts:

- 11.1 were prepared in accordance with applicable laws and generally accepted accounting standards, principles and practices in force at the date to which they were prepared in the jurisdiction of incorporation of the relevant Company and otherwise on a basis consistent with the statutory annual accounts of the relevant Company and, in the case of the Company, with the financial statements of the Company for the previous three financial years;
- 11.2 were audited by a certified auditor who gave an auditor's certificate without qualification, to the extent require by the applicable laws governing the relevant Company;
- 11.3 correctly stated the assets and liabilities of the relevant Company and gave a true and fair view of the state of affairs of the relevant Company as at the Accounts Date and of the profit or loss of the relevant Company for the financial year ended on the Accounts Date;
- 11.4 made adequate provision for or, as appropriate, expressly disclosed or made note of all bad and doubtful debts, all accruals, liabilities and provisions (whether actual, contingent, quantified, unquantified or disputed) and all Tax (including deferred tax, except for Wordbee) of the relevant Group Company as at the Accounts Date; and
- 11.5 were duly and timely filed in accordance with applicable laws.

## **12 Management Accounts**

The Management Accounts:

- 12.1 were carefully prepared in good faith and in accordance with the normal practice of the relevant Group Companies from their accounting records using the accounting policies, estimation techniques, measurement bases, practices and procedures used in the preparation of the Accounts on a consistent basis; and
- 12.2 gave a reasonable indication of the assets, liabilities, income, expenses and profitability of each relevant Group Company, and the Group Companies as a whole, as at and to the date for which they were prepared.
- 12.3 This clause 12 shall not apply to Wordbee LLC.

## **13 Financial records**

Each Group Company's accounting and other financial records have been properly kept and maintained in accordance with applicable laws, are up to date, constitute an accurate record of all matters which ought to appear in them and are in its the possession or under its control.

## **14 Period since the Accounts Date**

Since the Accounts Date:

- 14.1 no Group Company has declared, paid or made a dividend or other distribution, or agreed to do so;
- 14.2 no resolution of the shareholders of any Group Company (other than those which have been made available in the Data Room) has been passed;

- 14.3 the business of each Group Company has been carried on in the ordinary and usual course of its business without any material disruption or alternation in its nature, scope or manner, and so as to maintain the same as a going concern;
- 14.4 there has been no material deterioration in the turnover, financial or trading position or prospects of the Group Companies taken as a whole;
- 14.5 no Group Company has acquired or disposed of a business as a going concern, or agreed to do so;
- 14.6 no Group Company has acquired or disposed of any fixed asset, or agreed to do so other than in the ordinary and usual course of its business;
- 14.7 no Group Company has incurred any new capital expenditure, or agreed to do so other than in the ordinary and usual course of its business;
- 14.8 no Group Company has changed its policies or procedures in relation to the collection of trade receivables or the payment of trade payables or agreed to do so;
- 14.9 no debts owed to any Group Company have been released, deferred, discounted, written off or have proved to any extent irrecoverable;
- 14.10 no Group Company has assumed or incurred any liability, obligation or expense (whether actual or contingent) or agreed to do so, other than as a result of trading activities in the ordinary and usual course of its business;
- 14.11 no Group Company has borrowed from a third party, raised any money or taken any financial facilities or agreed to do so nor has any Group Company repaid any borrowings or indebtedness before their stated maturity date or agreed to do so; and
- 14.12 no litigation has been settled, commenced or threatened.

## **15 Funding**

- 15.1 The Disclosed Information contains full and accurate details of all financial facilities (including loans, debentures, overdrafts, debt factoring or discounting arrangements, derivatives and hedging arrangements) that are outstanding or available to any Group Company (**Facilities**), including copies of all documents containing the terms and conditions relating to the Facilities and the amounts outstanding and available under them, and amounts required to discharge them, as at the Completion Date.
- 15.2 There are no circumstances existing or alleged which require early repayment of any amounts outstanding under the Facilities or which constitute an event of default under, or a breach of the terms of, any of the Facilities.

## **16 Ownership of assets**

- 16.1 All assets used or held by each Group Company in connection with its business are:
  - (a) legally and beneficially owned by the relevant Group Company free from Encumbrances (except for assets subject to hire purchase or finance lease agreements);
  - (b) used exclusively by the Group Companies; and



(c) (where capable of possession) in the exclusive possession or under the direct control of a Group Company.

16.2 The Disclosed Information contains full and accurate details (or copies) of each hire purchase or finance lease agreement under which any asset is used or held by a Group Company.

## **17 Sufficiency of assets**

The assets owned or used by each Group Company comprise all the assets necessary for the continuation of the relevant Group Company's business as currently carried on. No Group Company depends in any material respect on the use of assets owned, or facilities or services provided by any Seller.

## **18 Debtors and creditors**

No Group Company is owed any sums other than trade receivables incurred in the ordinary and usual course of its business.

No trade receivable owing to any Group Company has been factored, discounted or otherwise agreed to be sold by it, has been outstanding for more than three months from its due date for payment or has been disputed or subject to any set off or counterclaim.

The Disclosed Information contains full and accurate details of any bad and doubtful trade receivables of each Group Company in excess of EUR 5,000 arising in the last 12 months.

No amounts owing by any Group Company (except for Wordcraft) to any creditor excess of EUR 5,000 have been due for more than 60 days.

## **19 Real estate property**

None of the Group Companies owns any real estate property.

## **20 Insurance**

20.1 Full and accurate details of all insurance policies in respect of which any Group Company (except Wordbee LLC) has an interest (including any active historic policies which provide cover on an occurrence basis) (**Policies**) are set out in the Disclosed Information.

20.2 Each of the Policies are in full force and effect and, so far as each Seller is aware, there are no circumstances which are likely to make any of the Policies void or voidable. No insurer has disputed or given any indication that it intends to dispute the validity of any of the Policies on any grounds. All premiums in relation to the Policies have been duly and timely paid.

20.3 The Disclosed Information contains full and accurate details of all insurance claims made by any Group Company in the last five years. No Group Company has any outstanding insurance claims and there are no circumstances which have given or, so far as each Seller is aware, are likely to give rise to any claim or require notification under any of the Policies which have not been notified to the relevant insurers.

20.4 Completion will not have the effect of terminating, or entitling any insurer to terminate, cover under any Policy.

20.5 Each Group Company (except Wordbee LLC) is and has since its incorporation been covered against employers' liability, public liability and accident, damage, injury, third party loss and

other risks normally insured against by persons carrying on similar types of business to the business of the relevant Group Company.

## **21 IP**

21.1 Each Group Company owns, or holds licenses in, all the material IP that is necessary to carry on its business in all material respects as currently conducted and as it has been conducted in the last twenty-four (24) months.

21.2 The Disclosed Information contains full and accurate details of:

- (a) all IP which is registered, or the subject of an application to register it, in any jurisdiction in the name of any Group Company (**Registered IP**);
- (b) all material IP owned by any Group Company that is not registered in any jurisdiction;
- (c) all subsisting licences, permissions or other contractual rights granting any Group Company rights to use IP owned by another person, which are material to the business of any Group Company; and
- (d) all subsisting licences, permissions or other contractual rights granting any other person rights to use IP owned by any Group Company, which are material to the business of any Group Company.

21.3 Each item of IP owned by any Group Company is legally and beneficially owned by the relevant Group Company free from Encumbrances.

21.4 No Group Company is in breach of any licence, permission or contractual right referred to in paragraphs 21.2(c) or 21.2(d) and so far as each Seller is aware, no third party is in breach of any such licence, permission or contractual right.

21.5 Each Group Company:

- (a) only employs and has only employed its employees; and
- (b) only uses and has only used independent contractors, freelancers and consultants

on terms pursuant to which all of the IP in the work which they carry out or produce vests solely in the relevant Group Company, and they have waived all moral rights they may have in the work to the fullest extent permitted under applicable laws.

## **22 Validity of IP**

22.1 All IP owned by and, so far as each Seller is aware, licensed to any Group Company is valid, subsisting and enforceable, and, so far as each Seller is aware, nothing has been done or omitted to be done which is likely to affect adversely such validity, subsistence or enforceability.

22.2 All registration and renewal fees relating to the Registered IP have been fully paid when due.

22.3 So far as each Seller is aware, in the last five years, none of the IP owned by or licensed to any Group Company has been subject to challenge, opposition or attack or is the subject of any claim for ownership or compensation.

22.4 So far as each Seller is aware, in the last five years, no third party has infringed any IP owned by or licensed to any Group Company, including the Registered IP.

## **23 Infringement of third party IP**

So far as each Seller is aware, the activities and operations of the Group Companies do not infringe any third party's IP. There are no existing, pending or threatened claims against any Group Company in respect of any infringement of any third party's IP and no such claims have been made in the last ten years.

## **24 Business names**

No Group Company uses or operates its business under any name or style other than its full company name.

## **25 Confidential information**

25.1 All confidential information (including know-how and trade secrets) owned or used by any Group Company has, so far as each Seller is aware, been kept confidential and has not been disclosed to any person, except to third parties in the ordinary and usual course of such Group Company's business subject to a valid and enforceable confidentiality undertaking, or to officers and employees of such Group Company who are bound by obligations of confidence.

25.2 Each Group Company has in place and operates procedures to maintain the confidentiality of its confidential information.

25.3 So far as each Seller is aware, there has not been in the last five years any material misuse of any Group Company's confidential information.

25.4 In the last five years, no Group Company has received any written notice alleging any misuse of any third party's confidential information.

## **26 Guarantees**

No Group Company has any outstanding obligations or liabilities under any guarantee, security, indemnity, agreement or other commitment in respect of any obligation or liability of any third party (other than another Group Company).

## **27 Contracts**

27.1 No Group Company is (or has agreed to become) a party to, bound by or liable under any Contract which:

- (a) is not on arm's length commercial terms in the ordinary and usual course of the relevant Group Company's business;
- (b) is with any Seller or is a Contract in which any Seller is interested;
- (c) relates to the acquisition of securities of any other entity or the acquisition of the business and/or assets of any other entity or person;
- (d) relates to the sale of securities held by any Group Company or sale of the business of any Group Company (or any part of such business);
- (e) involves any distributorship, franchise, consortium, collaboration, partnership, joint venture or profit sharing arrangement;

- (f) limits or excludes its right to do business and/or compete in any geographical area or field or with any person;
  - (g) is incapable of complete performance in accordance with its terms;
  - (h) cannot be readily fulfilled or performed by it on time without undue or unusual expenditure of money and effort, or is reasonably likely to result in a loss to it on completion of performance; or
  - (i) is for the supply by or to it of goods and/or services exclusively to or from any person.
- 27.2 The Disclosed Information contains:
- (a) copies of each Group Company's standard terms of sale and purchase; and
  - (b) full and accurate details of all Contracts with Key Customers and Key Vendors **(Material Contracts)**.
- 27.3 Each Material Contract is in full force and effect and binding on the parties to it.
- 27.4 No Group Company is and, so far as each Seller is aware, no other party is, in material breach of any Material Contract. So far as each Seller is aware, there are no circumstances which are likely to give rise to such a breach.
- 27.5 No notice of termination or intention to terminate any Material Contract has been received by any Group Company and, so far as each Seller is aware, none is anticipated. So far as each Seller is aware, there are no grounds for determination, rescission, avoidance, repudiation or a material change in the terms of any Material Contract.
- 27.6 No offer, tender or the like made by any Group Company is outstanding which is capable of being converted into a Contract by an acceptance or other act of a third party and which involves, or will involve, individually, expenditure by the Company in excess of EUR 5,000.
- 27.7 No Group Company has given, paid or received any discount, volume rebates, allowances, commission payments or the like to any of its customers or from any of its suppliers other than in the ordinary and usual course of its business.
- 27.8 No Group Company has agreed any unusual credit terms (being payment more than 60 days after the date of invoice) with any of its customers or suppliers.
- 27.9 No Group Company has sold, supplied or provided any goods or services in the last 5 years which:
- (a) are faulty or defective;
  - (b) do not comply with any specifications or terms of sale or supply agreed in respect of them or with any warranties and representations expressly or impliedly made by the Company; or
  - (c) do not comply with all applicable laws, standards and requirements applicable to such products or services.
- 27.10 None of the Contracts entered into by any of the Group Companies contains a change of control provision allowing the other party to terminate the Contract.
- 27.11 None of the Group Companies is a party to any agreement which has been awarded in violation of applicable public procurement rules.

- 27.12 None of the Group Companies is bound by any exclusivity agreement, agreement not to compete and none of the Group Companies has entered into any contract, agreement or other obligation of any kind, whether written or oral, which would limit or restrain it from carrying out its activities as they are currently conducted.
- 27.13 No Group Company has given any guarantee, performance bond or warranty or made any representation in respect of goods or services that have been or will be sold, supplied or provided by it, other than those implied by applicable laws, contained in its standard terms and conditions of sale, or made in the ordinary course of business of the Group Companies.
- 27.14 The Disclosed Information contains full and accurate details of each customer claim made to any Group Company in the last five years.
- 27.15 All notification of change of control that a Group Company is bound towards one of its counterparties have been made and/or all approvals that a Group Company must have obtained from one of its counterparties in relation to a change of control have been obtained.

## 28 Directors

None of the present directors (or equivalent officer under applicable law) of any Group Company has any claim, receivable or demand, contingent or not, of any kind against any of the Group Companies.

## 29 Employees and terms of employment

- 29.1 The Disclosed Information contains full and accurate details of all employees of each Group Company, including:
- (a) the name, job title, employer, date of birth and period of continuous employment, of each employee;
  - (b) full and accurate details of the remuneration (including salary, bonuses, commission, profit-sharing arrangements and other payments) of each employee and full and accurate details of all contractual and non-contractual benefits or payments which any Group Company provides or which it is bound to provide (including any share incentive schemes, loan arrangements and insurance schemes);
  - (c) the country in which each employee works and/or is paid;
  - (d) the length of notice necessary to terminate the contract of employment of each employee or, if the contract is for a fixed term, the expiry date of the fixed term together with details of any previous renewals;
  - (e) details of all Senior Employees (as defined below) who have been absent from work for any reason for a continuous period of one month or more;
  - (f) copies of the standard terms and conditions of employment used for each grade of employee;
  - (g) a copy of the contract of employment of each officer or employee of any Group Company whose annual salary before Tax is in excess of EUR 50,000 (or the local currency equivalent) (each a **Senior Employee**); and
  - (h) copies of all the staff handbooks, policies and procedures of each Group Company.

No Group Company engages the services of any individual other than pursuant to a contract of employment (including any contractor, agency worker or consultant).

- 29.2 No Group Company owes anything to its current or former officers and employees other than remuneration for the current pay period, accrued holiday pay for the current holiday year and expenses claims.
- 29.3 Since the Accounts Date:
- (a) no Group Company has changed, agreed to change or is under any obligation to change the terms of employment of any of its employees, save for salary increases in the ordinary and usual course of its business not exceeding five per cent per annum for any employee; and
  - (b) no Group Company has made an offer of employment to any person who, if employed, would be a Senior Employee which has either been accepted or remains open for acceptance.
- 29.4 So far as each Seller is aware, the entry into and performance of this Agreement and all other Acquisition Documents will not result in any payment or other benefit to any officer or employee of any Group Company or entitle any such officer or employee to give notice to terminate his contract of employment.
- 29.5 There are no circumstances subsisting at Completion that may give rise to claims against either or both of the Group Companies for non-payment of compensation and/or remuneration and/or commissions and/or social security and/or insurance contributions and/or Tax and/or other amounts due to the Employees and/or the Consultants and/or former Consultants, directors, self-employed persons or agents, or the relevant authorities.
- 29.6 In connection with the Acquisition, each Group Company has complied with all information and consultation obligations with respect to its employees arising under applicable laws.
- 29.7 No employee of any Group Company is subject to a current disciplinary warning or procedure. There is no outstanding claim against any Group Company by any of its current or former officers or employees or by any individual who otherwise provides or provided services to it, and so far as the Sellers are aware, no such claim is pending or threatened.
- 29.8 In relation to its current and former officers and employees, each Group Company has complied in all material respects with all applicable laws, codes of conduct, workplace agreements and terms and conditions of employment and has maintained adequate and suitable records.

## **30 Licences**

- 30.1 Each Group Company has all material licences, certificates, consents, exemptions, permits, registrations, authorisations, permissions and approvals (**Licences**) required to own and use its assets and to carry on its business in the places and in the manner in which its business is currently carried on. The Disclosed Information contains full and accurate details of all subsisting Licences.
- 30.2 All the Licences held by each Group Company are in full force and effect and no Group Company is or has been in breach of any terms and conditions of any Licence. So far as each Seller is aware, there are no circumstances which are likely to result in any Licence being suspended, terminated, varied, revoked or not renewed (in whole or in part).
- 30.3 In all material respects, each Group Company conducts and has always conducted its operations in conformity with the conditions imposed by the Licences and the applicable laws and regulations.

- 30.4 All applications for the renewal of any Licences have been duly filed in a timely manner with all competent authorities. None of the aforementioned permits, licenses, authorisations and approvals have expired before the end of the term for which they have been delivered.
- 30.5 None of the Group Companies has received any notification that further approvals will be required in order for it to continue its operations as currently conducted.

### **31 Powers of Attorney**

No Group Company has given any power of attorney or similar authority to any third party which remains in force, authorising such third party to represent and bind it, either in general or for any special purposes, other than authorities given to its officers and employees in the normal course of their duties.

### **32 Compliance with laws**

- 32.1 Each Group Company has conducted its business and dealt with its assets in all material respects in accordance with applicable laws.
- 32.2 No Group Company or, so far as each Seller is aware, any of its officers, agents or employees (during the course of their duties in relation to the business of the relevant Group Company) has done or omitted to do anything which is in contravention of any applicable law or of any requirement of any Authority to which it is subject or submits.

### **33 Disputes and investigations**

- 33.1 No Group Company is involved, or in the last seven years has been involved, in any dispute, claim, legal action, proceeding, suit, litigation, prosecution, arbitration or other form of alternative dispute resolution (**Litigation**).
- 33.2 No Litigation is pending or threatened by or against any Group Company and, so far as each Seller is aware, there are no circumstances likely to give rise to any Litigation.
- 33.3 No Group Company is the subject of any investigation, inquiry or enforcement proceedings by any Authority and, so far as each Seller is aware, none is pending or threatened.
- 33.4 There is no judgment, order, ruling or decision of any Authority against any Group Company which remains outstanding and which is likely to have an adverse effect on any Group Company or by which any Group Company or any of its assets is bound, subject or affected.

### **34 Tax compliance**

- 34.1 Each Group Company has:
- (a) submitted all relevant Tax returns, including fee forms ("*fiches*") (on a true and accurate basis) to the relevant Tax Authorities by the requisite dates and no such returns are, or are, to the Sellers' best knowledge, likely to be, the subject of any dispute with any Tax Authority;
  - (b) duly and punctually paid all Tax which have become due and payable prior to Completion, whether or not a primary liability of the Group Company;
  - (c) properly made all deductions and withholdings on account of Tax required to be made in respect of any actual or deemed payment made or benefit provided before

the date of this Agreement and has to the extent required by law in its jurisdiction of incorporation properly accounted for all such deductions and withholdings; and

- (d) maintained and has in its possession or under its control all records and documentation that it is required to maintain for the purposes of any Tax or which is reasonably required to calculate its obligations in respect of Tax.
- 34.2 No Group Company has paid or is liable to pay any penalty, fine, surcharge, interest or similar amount in relation to Tax. As far as the Sellers are aware, there are no circumstances likely to result in any Group Company becoming liable to pay any such penalty, fine, surcharge, interest or similar amount.
- 34.3 Apart from a routine VAT audit, no Group Company is subject to any ongoing investigation or non-routine audit or visit by any Tax Authority and no Tax Authority has indicated that it intends to make such an investigation or non-routine audit or visit. No request for exchange of information regarding Tax relating to any Group Company or in relation to the business of any Group Company has been made by any Tax Authority. There has been no dispute, claim or proceeding between any Group Company and any Tax Authority and none is pending or threatened.
- 34.4 There is no ruling concession, agreement or other arrangement between any Group Company and any Tax Authority which affects or has affected the amount of Tax chargeable on any Group Company.
- 34.5 Each Group Company has duly made and submitted all claims, disclaimers and elections and given all notices and consents for the purposes of any Tax assumed to have been made, submitted or given for the purposes of the Accounts.
- 34.6 The Accounts make full provision for all Tax liable to be assessed on each Group Company, or for which it is or may become accountable, for all financial years ended on or before the Accounts Date (whether or not each Group Company has or may have any right of reimbursement against any other person and whether or not such liability was or is a primary liability of each Group Company).
- 34.7 No Group Company has made any loans or advances to, nor has it entered into any arrangement with a third party to make any payment or loan to, or to confer a benefit on, any current or former director or employee of any Group Company (or any associate of the same).
- 34.8 All dividends or distributions declared, made or paid by the Group Companies have been declared, made or paid in accordance with its articles of association (or equivalent document under applicable law) and the applicable laws and regulations.

## **35 Special arrangements**

- 35.1 No Group Company has had its Tax affairs dealt with on a basis or formed a fiscal unity nor have any of them entered into any Tax allocation or sharing arrangement (including any arrangement under which Tax losses or Tax reliefs are surrendered or claimed or agreed to be surrendered or claimed) in respect of its profits, gains or losses or those of another company.
- 35.2 No Group Company has claimed or been granted exemption from Tax or the benefit of any other special Tax regime in connection with reorganisations, demergers or mergers.
- 35.3 No Group Company has:
- (a) made or received, or agreed to make or receive, any surrender of any Tax relief to any other entity;



- (b) joined in making, or incurred an obligation to join in making, any claim or election to reallocate gains or losses from one of the Group Companies to another or which may affect the ability of any of the Group Companies to use any Tax relief that would otherwise have been available to it; or
  - (c) acquired any asset from any other company which at any relevant time was a member of the same group of companies as any such Group Company, except for transactions which were made against arm's length conditions.
- 35.4 None of the Group Companies are, nor, so far as the Sellers are aware, will become, liable to make any payment in respect of a liability to Tax which is primarily the liability of any other person, including, without limitation, any payroll tax or any withholding tax on dividends, interest or royalties. None of the Group Companies have given any warranty, indemnity or covenant to any other person in relation to Tax under which they are or may be required to make a payment.

## **36 Tax residence**

Each Group Company (except Wordbee LLC) is and has always been resident for Tax purposes only in its jurisdiction of incorporation and does not have a permanent establishment in any other jurisdiction. No Group Company has ever been liable to pay Tax on income, profits or gains to any Tax Authority outside its jurisdiction of incorporation. No Group Companies has any branch, agency or permanent establishment outside its jurisdiction of incorporation.

## **37 Base values**

If each of the capital assets of each Group Company were disposed of, otherwise than to an associate of a Seller, for a consideration equal to the value attributed to such asset in the Accounts or, in the case of an asset acquired since the Accounts Date, for a consideration equal to the consideration actually given upon its acquisition, no liability to Tax would arise.

## **38 VAT**

Each Group Company is registered as a taxable person for the purposes of VAT. Each Group Company has complied with applicable laws relating to VAT and has made and obtained correct and up-to-date records and documentation for the purposes of such laws. No Group Company has agreed any special method of attributing, accounting or otherwise in relation to VAT with any relevant Tax Authority.

## **39 Tax avoidance**

No Group Company has entered into or been a party to any scheme, arrangement or transaction designed party or wholly or containing steps or stages designed party or wholly for the purpose of avoiding Tax, in circumstances which would permit a Tax Authority to counteract any perceived Tax advantage obtained by any Group Company by virtue of that scheme, arrangement or transaction.

## **40 Transfer pricing**

All transactions and arrangements made by each Group Company have been made on fully arm's length terms. There are no circumstances in which any rule or provision could apply causing any Tax Authority to make an adjustment to the terms on which such transaction or arrangement is treated as being made for Tax purposes on the basis that such transaction or arrangements are not such as would be entered into by separate and independent enterprises.

## 41 Effect of this agreement

To the best knowledge of the Sellers, the sale of the Shares pursuant to this Agreement will not give rise to any liability of any Group Company to account for Tax (whether as a result of any de-grouping charge, any clawback or withdrawal of any claim for group relief, or otherwise).

## 42 Wordcraft Tax

- 42.1 The Tax Warranties in this clause 42 apply to Wordcraft only, in addition to the Tax Warranties referred to in clauses 34 to 41.
- 42.2 "**Wordcraft Taxes**" means all forms of direct and indirect taxes, in particular any taxes (*Steuern*) within the meaning of sec. 3 of the German Tax Code (*Abgabenordnung*), which are imposed by any federal, state or local tax authority with jurisdiction to levy such tax, together with any incidental tax charges (*steuerliche Nebenleistungen*) (such as e. g. interest, costs, tax surcharges (*Steuerzuschläge*), as well as any secondary liabilities (*Haftungsschuld*) for any of the aforementioned taxes. The term "Taxes" neither includes deferred taxes (*latente Steuern*) within the meaning of sec. 274 HGB, or any other accounting standard or practice, nor loss or interest carried forward.
- 42.3 Wordcraft has timely and fully complied with all obligations to file Wordcraft Tax returns and to pay Wordcraft Taxes due until the Completion Date.
- 42.4 The Wordcraft Tax balance sheet (*Steuerbilanz*) of Wordcraft as of 31 December 2021 for purposes of the determination of trading income (*gewerbliche Einkünfte*) is complete and true correct and has been prepared in accordance with German Commercial Code (*Handelsgesetzbuch*), the German Income Tax Act (*Einkommensteuergesetz – EStG*), official guidelines of the Federal Ministry of Finance (*Steuerrichtlinien*) and officially published decrees of the Federal Ministry of Finance (*BMF-Schreiben*).
- 42.5 There are currently no pending or announced external tax audits (*steuerliche Außenprüfung*) related to Wordcraft, except an announced regular German payroll tax audit on 9 August 2023. In particular, there are no appeal proceedings or fiscal court proceedings pending.

## Schedule 4 Disclosures

**Project Hive**

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Index	Document	1.2.1.5.6	<a href="#">Account-Statement-TAX-01.2023</a>		1.810	1	09/Jun/2023	12:
Index	Document	1.2.1.5.7	<a href="#">Account-Statement-TAX-04.2019</a>		0.383	1	09/Jun/2023	12:

Index	Document	1.2.1.5.8	<a href="#">Account-Statement-TAX-04.2021</a>		0.021	1	09/Jun/2023	12:
Index	Document	1.2.1.5.9	<a href="#">Account-Statement-TAX-04.2022</a>		0.726	1	09/Jun/2023	12:
Index	Document	1.2.1.5.10	<a href="#">Account-Statement-TAX-07.2017</a>		0.357	1	09/Jun/2023	12:
Index	Document	1.2.1.5.11	<a href="#">Account-Statement-TAX-07.2018</a>		0.368	1	09/Jun/2023	12:
Index	Document	1.2.1.5.12	<a href="#">Account-Statement-TAX-07.2021</a>		1.156	1	09/Jun/2023	12:
Index	Document	1.2.1.5.13	<a href="#">Account-Statement-TAX-07.2022</a>		0.024	1	09/Jun/2023	12:
Index	Document	1.2.1.5.14	<a href="#">Account-Statement-TAX-10.2018</a>		0.299	1	09/Jun/2023	12:
Index	Document	1.2.1.5.15	<a href="#">Account-Statement-TAX-10.2019</a>		0.637	1	09/Jun/2023	12:
Index	Document	1.2.1.5.16	<a href="#">Account-Statement-TAX-10.2021</a>		0.024	1	09/Jun/2023	12:
Index	Document	1.2.1.5.17	<a href="#">Account-Statement-VAT-01.2018</a>		0.064	2	09/Jun/2023	12:
Index	Document	1.2.1.5.18	<a href="#">Account-Statement-VAT-01.2019</a>		0.970	2	09/Jun/2023	12:
Index	Document	1.2.1.5.19	<a href="#">Account-Statement-VAT-01.2020</a>		1.069	2	09/Jun/2023	12:
Index	Document	1.2.1.5.20	<a href="#">Account-Statement-VAT-01.2021</a>		4.169	2	09/Jun/2023	12:
Index	Document	1.2.1.5.21	<a href="#">Account-Statement-VAT-01.2022</a>		1.089	1	09/Jun/2023	12:
Index	Document	1.2.1.5.22	<a href="#">Account-Statement-VAT-01.2023</a>		4.431	2	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.6</b>	<b>4.06-Trial-Balance-BalanceSheet-2022</b>					
Index	Document	1.2.1.6.1	General ledgers		0.499		09/Jun/2023	12:
Index	Document	1.2.1.6.2	<a href="#">Notes on taxes in 2022 balance sheet</a>		0.001	1	09/Jun/2023	12:
Index	Document	1.2.1.6.3	<a href="#">WB-BalanceSheet-annotated-2022</a>		0.113	11	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.7</b>	<b>4.07-Annual-Account-2018-2020</b>					
Index	Document	1.2.1.7.1	<a href="#">BalanceSheet-2018</a>		0.105	12	09/Jun/2023	12:
Index	Document	1.2.1.7.2	<a href="#">BalanceSheet-2019</a>		0.103	11	09/Jun/2023	12:
Index	Document	1.2.1.7.3	<a href="#">BalanceSheet-2020</a>		0.104	11	09/Jun/2023	12:
Index	Document	1.2.1.7.4	<a href="#">TaxCredit-2018</a>		0.548	3	09/Jun/2023	12:
Index	Document	1.2.1.7.5	<a href="#">TaxCredit-2019</a>		0.455	3	09/Jun/2023	12:
Index	Document	1.2.1.7.6	<a href="#">TaxCredit-2020</a>		1.806	3	09/Jun/2023	12:
Index	Document	1.2.1.7.7	<a href="#">TaxCredit-unemployedPerson-2018</a>		0.282	1	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.8</b>	<b>4.08-Draft-Annual-Accounts-Trial-Balance</b>					
Index	Document	1.2.1.8.1	<a href="#">Documents-not-available.</a>		0.001	1	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.9</b>	<b>4.09-TaxReturns-2018-2020</b>					
Index	Document	1.2.1.9.1	<a href="#">Tax&gt;Returns-2018</a>		2.874	32	09/Jun/2023	12:
Index	Document	1.2.1.9.2	<a href="#">Tax&gt;Returns-2019</a>		0.100	12	09/Jun/2023	12:
Index	Document	1.2.1.9.3	<a href="#">Tax&gt;Returns-2020</a>		0.178	14	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.10</b>	<b>4.10-Monthly-VAT-2018-2022</b>					
<b>Index</b>	<b>Folder</b>	<b>1.2.1.10.1</b>	<b>VAT-2018</b>					
Index	Document	1.2.1.10.1.1	<a href="#">2018-VAT-RECAP Intra-C-Serv-Q1</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.1.2	<a href="#">2018-VAT-RECAP Intra-C-Serv-Q2</a>		0.126	3	09/Jun/2023	12:
Index	Document	1.2.1.10.1.3	<a href="#">2018-VAT-RECAP Intra-C-Serv-Q3</a>		0.126	3	09/Jun/2023	12:
Index	Document	1.2.1.10.1.4	<a href="#">2018-VAT-RECAP Intra-C-Serv-Q4</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.1.5	<a href="#">VAT_2018-01</a>		0.444	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.6	<a href="#">VAT_2018-02</a>		0.446	4	09/Jun/2023	12:

Index	Document	1.2.1.10.1.7	<a href="#">VAT_2018-03</a>		0.453	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.8	<a href="#">VAT_2018-04</a>		0.444	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.9	<a href="#">VAT_2018-05</a>		0.448	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.10	<a href="#">VAT_2018-06</a>		0.444	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.11	<a href="#">VAT_2018-07</a>		0.444	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.12	<a href="#">VAT_2018-08</a>		0.444	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.13	<a href="#">VAT_2018-09</a>		0.447	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.14	<a href="#">VAT_2018-10</a>		0.449	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.15	<a href="#">VAT_2018-11</a>		0.444	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.16	<a href="#">VAT_2018-12</a>		0.447	4	09/Jun/2023	12:
Index	Document	1.2.1.10.1.17	<a href="#">VAT_2018-12-Amending</a>		0.447	4	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.10.2</b>	<b>VAT-2019</b>					
Index	Document	1.2.1.10.2.1	<a href="#">2019-VAT-RECAP Intra-C-Serv-Q1</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.2.2	<a href="#">2019-VAT-RECAP Intra-C-Serv-Q2</a>		0.126	3	09/Jun/2023	12:
Index	Document	1.2.1.10.2.3	<a href="#">2019-VAT-RECAP Intra-C-Serv-Q3</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.2.4	<a href="#">2019-VAT-RECAP Intra-C-Serv-Q4</a>		0.125	3	09/Jun/2023	12:
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Index	Document	1.2.1.10.2.6	<a href="#">VAT_2019-02</a>		0.703	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2.7	<a href="#">VAT_2019-03</a>		0.703	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2.8	<a href="#">VAT_2019-04</a>		0.703	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2.9	<a href="#">VAT_2019-05</a>		0.703	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2.10	<a href="#">VAT_2019-06</a>		0.703	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2.11	<a href="#">VAT_2019-07</a>		0.703	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2.12	<a href="#">VAT_2019-08</a>		0.703	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2.13	<a href="#">VAT_2019-09</a>		0.703	4	09/Jun/2023	12:

Index	Document	1.2.1.10.2. 14	<a href="#">VAT_2019-10</a>		0.703	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2. 15	<a href="#">VAT_2019-11</a>		0.704	4	09/Jun/2023	12:
Index	Document	1.2.1.10.2. 16	<a href="#">VAT_2019-12</a>		0.704	4	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.10.3</b>	<b>VAT-2020</b>					
Index	Document	1.2.1.10.3. 1	<a href="#">2020-VAT-RECAP Intra-C.Serv-01</a>		0.126	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 2	<a href="#">2020-VAT-RECAP Intra-C.Serv-02</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 3	<a href="#">2020-VAT-RECAP Intra-C.Serv-03</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 4	<a href="#">2020-VAT-RECAP Intra-C.Serv-04</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 5	<a href="#">2020-VAT-RECAP Intra-C.Serv-05</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 6	<a href="#">2020-VAT-RECAP Intra-C.Serv-06</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 7	<a href="#">2020-VAT-RECAP Intra-C.Serv-07</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 8	<a href="#">2020-VAT-RECAP Intra-C.Serv-08</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 9	<a href="#">2020-VAT-RECAP Intra-C.Serv-09</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 10	<a href="#">2020-VAT-RECAP Intra-C.Serv-10</a>		0.125	3	09/Jun/2023	12:
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Index	Document	1.2.1.10.3. 12	<a href="#">2020-VAT-RECAP Intra-C.Serv-12</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 13	<a href="#">VAT_2020-01</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 14	<a href="#">VAT_2020-02</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 15	<a href="#">VAT_2020-03</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 16	<a href="#">VAT_2020-04</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 17	<a href="#">VAT_2020-05</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 18	<a href="#">VAT_2020-06</a>		0.705	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 19	<a href="#">VAT_2020-07</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 20	<a href="#">VAT_2020-08</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 21	<a href="#">VAT_2020-09</a>		0.706	4	09/Jun/2023	12:



Index	Document	1.2.1.10.3. 22	<a href="#">VAT_2020-10</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 23	<a href="#">VAT_2020-11</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.3. 24	<a href="#">VAT_2020-12</a>		0.706	4	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.10.4</b>	<b>VAT-2021</b>					
Index	Document	1.2.1.10.4. 1	<a href="#">2021-VAT-RECAP Intra-C.Serv-01</a>		0.125	3	09/Jun/2023	12:
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Index	Document	1.2.1.10.4. 3	<a href="#">2021-VAT-RECAP Intra-C.Serv-03</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 4	<a href="#">2021-VAT-RECAP Intra-C.Serv-04</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 5	<a href="#">2021-VAT-RECAP Intra-C.Serv-05</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 6	<a href="#">2021-VAT-RECAP Intra-C.Serv-06</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 7	<a href="#">2021-VAT-RECAP Intra-C.Serv-07</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 8	<a href="#">2021-VAT-RECAP Intra-C.Serv-08</a>		0.125	3	09/Jun/2023	12:
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Index	Document	1.2.1.10.4. 11	<a href="#">2021-VAT-RECAP Intra-C.Serv-11-amending-2019</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 12	<a href="#">2021-VAT-RECAP Intra-C.Serv-12</a>		0.125	3	09/Jun/2023	12:
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Index	Document	1.2.1.10.4. 14	<a href="#">VAT_2021-02</a>		0.708	4	09/Jun/2023	12:
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Index	Document	1.2.1.10.4. 16	<a href="#">VAT_2021-04</a>		0.708	4	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 17	<a href="#">VAT_2021-04-Amending-Recap-Statements</a>		0.708	4	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 18	<a href="#">VAT_2021-05</a>		0.708	4	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 19	<a href="#">VAT_2021-05-Amending-Recap-Statements</a>		0.708	4	09/Jun/2023	12:
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Index	Document	1.2.1.10.4. 22	<a href="#">VAT_2021-08</a>		0.707	4	09/Jun/2023	12:
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Index	Document	1.2.1.10.4. 24	<a href="#">VAT_2021-10</a>		0.708	4	09/Jun/2023	12:
Index	Document	1.2.1.10.4. 25	<a href="#">VAT_2021-11</a>		0.708	4	09/Jun/2023	12:
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Index	Document	1.2.1.10.5. 3	<a href="#">2022-VAT-RECAP Intra-C-Serv-03</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 4	<a href="#">2022-VAT-RECAP Intra-C-Serv-04</a>		0.125	3	09/Jun/2023	12:
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Index	Document	1.2.1.10.5. 6	<a href="#">2022-VAT-RECAP Intra-C-Serv-06</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 7	<a href="#">2022-VAT-RECAP Intra-C-Serv-07</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 8	<a href="#">2022-VAT-RECAP Intra-C-Serv-08</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 9	<a href="#">2022-VAT-RECAP Intra-C-Serv-09</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 10	<a href="#">2022-VAT-RECAP Intra-C-Serv-10</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 11	<a href="#">2022-VAT-RECAP Intra-C-Serv-11</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 12	<a href="#">2022-VAT-RECAP Intra-C-Serv-12</a>		0.125	3	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 13	<a href="#">VAT_2022-01</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 14	<a href="#">VAT_2022-02</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 15	<a href="#">VAT_2022-03</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 16	<a href="#">VAT_2022-04</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 17	<a href="#">VAT_2022-05</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 18	<a href="#">VAT_2022-06</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5. 19	<a href="#">VAT_2022-07</a>		0.706	4	09/Jun/2023	12:

Index	Document	1.2.1.10.5.20	<a href="#">VAT_2022-08</a>		0.705	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5.21	<a href="#">VAT_2022-09</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5.22	<a href="#">VAT_2022-10</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5.23	<a href="#">VAT_2022-11</a>		0.706	4	09/Jun/2023	12:
Index	Document	1.2.1.10.5.24	<a href="#">VAT_2022-12-Amending</a>		0.706	4	09/Jun/2023	12:
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Index	Document	1.2.1.11.1	<a href="#">Accounting-Breakdown-2018</a>		0.049	18	09/Jun/2023	12:
Index	Document	1.2.1.11.2	<a href="#">Accounting-Breakdown-2019</a>		0.051	18	09/Jun/2023	12:
Index	Document	1.2.1.11.3	<a href="#">Accounting-Breakdown-2020</a>		0.051	20	09/Jun/2023	12:
Index	Document	1.2.1.11.4	<a href="#">Accounting-Breakdown-2021</a>		0.046	17	09/Jun/2023	12:
Index	Document	1.2.1.11.5	<a href="#">Accounting-Breakdown-2022</a>		0.044	15	09/Jun/2023	12:
Index	Document	1.2.1.11.6	<a href="#">VAT-Return-2018</a>		0.704	13	09/Jun/2023	12:
Index	Document	1.2.1.11.7	<a href="#">VAT-Return-2019</a>		0.533	11	09/Jun/2023	12:
Index	Document	1.2.1.11.8	<a href="#">VAT-Return-2020</a>		0.537	11	09/Jun/2023	12:
Index	Document	1.2.1.11.9	<a href="#">VAT-Return-2021</a>		0.542	11	09/Jun/2023	12:
Index	Document	1.2.1.11.10	<a href="#">VAT-Return-2022</a>		0.554	11	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.12</b>	<b>4.12-Tax-Memorandum-email</b>					
Index	Document	1.2.1.12.1	<a href="#">None</a>		0.001	1	09/Jun/2023	12:
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Index	Document	1.2.1.13.1	<a href="#">FW Dossier TVA WORDBEE S.A. - Matricule 2008 2212 664 - Déclarations TVA 2019 et 2020</a>		0.096	1	09/Jun/2023	12:
Index	Document	1.2.1.13.2	<a href="#">Dossier TVA WORDBEE S.A. - Matricule 2008 2212 664 - Déclarations de TVA 2021 et 2022</a>		0.116	2	09/Jun/2023	15:
Index	Document	1.2.1.13.3	<a href="#">PSI numéros expirés 2021</a>		0.022	7	14/Jun/2023	17:
Index	Document	1.2.1.13.4	<a href="#">PSI numéros expirés 2022</a>		0.023	7	14/Jun/2023	17:
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Index	Document	1.2.1.14.1	<a href="#">VAT-Registration-Wordbee</a>		0.001	1	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.15</b>	<b>4.15-Tax-Payroll-Control</b>					
Index	Document	1.2.1.15.1	<a href="#">TaxPayroll-Control-2016_2017</a>		0.103	3	09/Jun/2023	12:
Index	Document	1.2.1.15.2	<a href="#">TaxPayroll-Control-2018_2019</a>		0.088	3	09/Jun/2023	12:
Index	Document	1.2.1.15.3	<a href="#">TaxPayroll-Control-2020-2021</a>		0.628	4	09/Jun/2023	12:
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Index	Document	1.2.1.16.1	<a href="#">FPX 2022-2023</a>		0.979	124	09/Jun/2023	12:
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Index	Document	1.2.1.17.1	<a href="#">Certificates-Remuneration-2022</a>		0.081	10	09/Jun/2023	12:
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Index	Document	1.2.1.17.3	<a href="#">Tax-Cards-2023</a>		0.027	3	09/Jun/2023	12:
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Index	Document	1.2.1.18.1	<a href="#">Teleworking-FR-DE-LU</a>		0.001	1	09/Jun/2023	12:
<b>Index</b>	<b>Folder</b>	<b>1.2.1.19</b>	<b>4.27-Wage-Tax&gt;Returns</b>					
Index	Document	1.2.1.19.1	<a href="#">Proof of payment - Monthly Wage Tax returns - 01_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.2	<a href="#">Proof of payment - Monthly Wage Tax returns - 01_2023</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.3	<a href="#">Proof of payment - Monthly Wage Tax returns - 02_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.4	<a href="#">Proof of payment - Monthly Wage Tax returns - 02_2023</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.5	<a href="#">Proof of payment - Monthly Wage Tax returns - 03_2022</a>		0.131	1	09/Jun/2023	12:

Index	Document	1.2.1.19.6	<a href="#">Proof of payment - Monthly Wage Tax returns - 03_2023</a>		0.131	1	09/Jun/2023	12:
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Index	Document	1.2.1.19.8	<a href="#">Proof of payment - Monthly Wage Tax returns - 04_2023</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.9	<a href="#">Proof of payment - Monthly Wage Tax returns - 05_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.10	<a href="#">Proof of payment - Monthly Wage Tax returns - 05_2023</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.11	<a href="#">Proof of payment - Monthly Wage Tax returns - 06_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.12	<a href="#">Proof of payment - Monthly Wage Tax returns - 07_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.13	<a href="#">Proof of payment - Monthly Wage Tax returns - 08_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.14	<a href="#">Proof of payment - Monthly Wage Tax returns - 09_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.15	<a href="#">Proof of payment - Monthly Wage Tax returns - 10_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.16	<a href="#">Proof of payment - Monthly Wage Tax returns - 11_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.17	<a href="#">Proof of payment - Monthly Wage Tax returns - 12_2022</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.19.18	<a href="#">Wage-Tax&gt;Returns-2022</a>		0.590	13	09/Jun/2023	12:
Index	Document	1.2.1.19.19	<a href="#">Wage-Tax&gt;Returns-2023</a>		0.151	5	09/Jun/2023	12:
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Index	Document	1.2.1.20.1	<a href="#">Social-Security invoice-01.2023</a>		0.029	2	09/Jun/2023	12:
Index	Document	1.2.1.20.2	<a href="#">Social-Security invoice-02.2023</a>		0.028	2	09/Jun/2023	12:
Index	Document	1.2.1.20.3	<a href="#">Social-Security invoice-03.2023</a>		1.795	2	09/Jun/2023	12:
Index	Document	1.2.1.20.4	<a href="#">Social-Security-Payment-01.2023</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.20.5	<a href="#">Social-Security-Payment-02.2023</a>		0.131	1	09/Jun/2023	12:
Index	Document	1.2.1.20.6	<a href="#">Social-Security-Payment-03.2023</a>		0.131	1	09/Jun/2023	12:
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Index	Document	1.2.1.22.1	<a href="#">Trustee Contact-FICEL Group</a>		0.001	1	09/Jun/2023	12:
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Index	Document	1.2.1.23.1	<a href="#">Salary-No further tax declarations</a>		0.001	1	16/Jun/2023	12:
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Index	Document	1.2.1.24.1	<a href="#">Computation of Tax Provisions</a>		0.261	1	16/Jun/2023	12:
Index	Document	1.2.1.24.2	<a href="#">WB-Financial-Statement-2022-Provisions-2021-2022</a>		0.109	11	16/Jun/2023	12:
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Index	Document	1.2.1.25.1.2	<a href="#">ER PSI M01</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.3	<a href="#">ER PSI M02</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.4	<a href="#">ER PSI M03</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.5	ER PSI M04		0.125		16/Jun/2023	14:
Index	Document	1.2.1.25.1.6	<a href="#">ER PSI M05</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.7	<a href="#">ER PSI M06</a>		0.125	3	16/Jun/2023	14:

Index	Document	1.2.1.25.1.8	<a href="#">ER PSI M07</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.9	<a href="#">ER PSI M08</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.10	<a href="#">ER PSI M09</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.11	<a href="#">ER PSI M10 avec rectifs 2019_2020</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.12	ER PSI M11 avec rectific 2019		0.125		16/Jun/2023	14:
Index	Document	1.2.1.25.1.13	<a href="#">ER PSI M12</a>		0.125	3	16/Jun/2023	14:
Index	Document	1.2.1.25.1.14	<a href="#">VAT-2021</a>		0.595	11	16/Jun/2023	14:
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Index	Document	1.2.1.25.2.1	<a href="#">Confirmation dépôt TVA 2022</a>		0.296		16/Jun/2023	15:
Index	Document	1.2.1.25.2.2	ER PSI M01		0.125		16/Jun/2023	15:
Index	Document	1.2.1.25.2.3	<a href="#">ER PSI M02</a>		0.125	3	16/Jun/2023	15:
Index	Document	1.2.1.25.2.4	<a href="#">ER PSI M03</a>		0.125	3	16/Jun/2023	15:
Index	Document	1.2.1.25.2.5	<a href="#">ER PSI M04</a>		0.125	3	16/Jun/2023	15:
Index	Document	1.2.1.25.2.6	<a href="#">ER PSI M05</a>		0.125	3	16/Jun/2023	15:
Index	Document	1.2.1.25.2.7	<a href="#">ER PSI M06</a>		0.125	3	16/Jun/2023	15:
Index	Document	1.2.1.25.2.8	<a href="#">ER PSI M07</a>		0.125	3	16/Jun/2023	15:
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Index	Document	1.2.1.25.2.12	<a href="#">ER PSI M11</a>		0.125	3	16/Jun/2023	15:
Index	Document	1.2.1.25.2.13	<a href="#">ER PSI M12</a>		0.125	3	16/Jun/2023	15:
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Index	Document	1.2.1.26.1.2	<a href="#">BELVAL BUSINESS CENTER-WORDBEE-Avenant-01.12.2021</a>		4.879	8	16/Jun/2023	15:

Index	Document	1.2.1.26.1.3	<a href="#">Contrat de bail Belval BBC 2021</a>		5.174	8	16/Jun/2023	15:
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Index	Document	1.2.1.26.1.5	<a href="#">Historique loyers</a>		0.012	1	16/Jun/2023	15:
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Index	Document	1.2.1.26.2.2	<a href="#">Autres opérations étranger 2021</a>		0.024	6	16/Jun/2023	15:
Index	Document	1.2.1.26.2.3	<a href="#">Breakdown-TO-0%-VAT</a>		0.138	6	16/Jun/2023	15:
Index	Document	1.2.1.26.2.4	<a href="#">final-Breakdown-VAT</a>		0.046	17	16/Jun/2023	15:
Index	Document	1.2.1.26.2.5	<a href="#">Services-Outside-EU</a>		0.041	14	16/Jun/2023	15:
Index	Document	1.2.1.26.3	<a href="#">Invoices-supplier services outside EU</a>		3.211	29	16/Jun/2023	15:
Index	Document	1.2.1.26.4	<a href="#">Invoices-SW-Leasing</a>		5.676	23	16/Jun/2023	15:
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Index	Document	1.2.1.27.1	<a href="#">Payroll-ledger-2022-2023</a>		0.056	20	16/Jun/2023	15:
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Index	Document	1.2.1.28.1	<a href="#">Tax-Transparent-Opaque</a>		0.001	1	16/Jun/2023	15:
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Index	Document	1.2.1.29.1	<a href="#">Tax&gt;Returns-signed-2018</a>		0.225	10	16/Jun/2023	15:
Index	Document	1.2.1.29.2	<a href="#">Tax&gt;Returns-signed-2019</a>		0.024	1	16/Jun/2023	15:
Index	Document	1.2.1.29.3	<a href="#">Tax&gt;Returns-signed-2020</a>		0.019	1	16/Jun/2023	15:
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Index	Document	1.2.1.30.1	<a href="#">Computation of Tax Provisions</a>		0.261	1	16/Jun/2023	15:
Index	Document	1.2.1.30.2	<a href="#">WB-Financial-Statement-2022-Provisions-2021-2022</a>		0.109	11	16/Jun/2023	15:
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Index	Document	1.2.1.31.1	<a href="#">2023-ready_end_of_June</a>		0.001	1	16/Jun/2023	15:
Index	Document	1.2.1.31.2	<a href="#">Balance M01-2022</a>		0.104	12	16/Jun/2023	15:
Index	Document	1.2.1.31.3	<a href="#">Balance M02-2022</a>		0.105	12	16/Jun/2023	15:
Index	Document	1.2.1.31.4	<a href="#">Balance M03-2022</a>		0.112	13	16/Jun/2023	15:
Index	Document	1.2.1.31.5	<a href="#">Balance M04-2022</a>		0.113	13	16/Jun/2023	15:
Index	Document	1.2.1.31.6	<a href="#">Balance M05-2022</a>		0.114	14	16/Jun/2023	15:
Index	Document	1.2.1.31.7	<a href="#">Balance M06-2022</a>		0.115	14	16/Jun/2023	15:
Index	Document	1.2.1.31.8	<a href="#">Balance M07-2022</a>		0.116	15	16/Jun/2023	15:
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Index	Document	1.2.1.31.10	<a href="#">Balance M09-2022</a>		0.120	15	16/Jun/2023	15:
Index	Document	1.2.1.31.11	<a href="#">Balance M10-2022</a>		0.120	15	16/Jun/2023	15:
Index	Document	1.2.1.31.12	<a href="#">Balance M11-2022</a>		0.120	15	16/Jun/2023	15:
Index	Document	1.2.1.31.13	<a href="#">Balance M12-2022</a>		0.126	16	16/Jun/2023	15:
Index	Document	1.2.1.31.14	<a href="#">Balance M01-2022</a>		0.024	6	23/Jun/2023	14:
Index	Document	1.2.1.31.15	<a href="#">Balance M02-2022</a>		0.024	6	23/Jun/2023	14:
Index	Document	1.2.1.31.16	<a href="#">Balance M03-2022</a>		0.026	5	23/Jun/2023	14:
Index	Document	1.2.1.31.17	<a href="#">Balance M04-2022</a>		0.026	5	23/Jun/2023	14:

Index	Document	1.2.1.31.18	<a href="#">Balance M05-2022</a>		0.026	5	23/Jun/2023	14:
Index	Document	1.2.1.31.19	<a href="#">Balance M06-2022</a>		0.027	5	23/Jun/2023	14:
Index	Document	1.2.1.31.20	<a href="#">Balance M07-2022</a>		0.027	5	23/Jun/2023	14:
Index	Document	1.2.1.31.21	<a href="#">Balance M08-2022</a>		0.027	5	23/Jun/2023	14:
Index	Document	1.2.1.31.22	<a href="#">Balance M09-2022</a>		0.028	5	23/Jun/2023	14:
Index	Document	1.2.1.31.23	<a href="#">Balance M10-2022</a>		0.028	5	23/Jun/2023	14:
Index	Document	1.2.1.31.24	<a href="#">Balance M11-2022</a>		0.028	6	23/Jun/2023	14:
Index	Document	1.2.1.31.25	<a href="#">Balance M12-2022</a>		0.030	6	23/Jun/2023	14:
Index	Document	1.2.1.31.26	<a href="#">Balance M01-2023</a>		0.024	6	06/Jul/2023	15:
Index	Document	1.2.1.31.27	<a href="#">Balance M02-2023</a>		0.025	8	06/Jul/2023	15:
Index	Document	1.2.1.31.28	<a href="#">Balance M03-2023</a>		0.027	5	06/Jul/2023	15:
Index	Document	1.2.1.31.29	<a href="#">Balance M04-2023</a>		0.027	5	27/Jul/2023	14:
Index	Document	1.2.1.31.30	<a href="#">Balance M05-2023</a>		0.028	5	27/Jul/2023	14:
Index	Document	1.2.1.31.31	<a href="#">Balance M06-2023</a>		0.028	5	27/Jul/2023	14:
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Index	Document	1.2.2.2	<a href="#">VAT_2020</a>		0.537	11	21/Apr/2023	19:
Index	Document	1.2.2.3	<a href="#">VAT_2021</a>		0.542	11	21/Apr/2023	19:
Index	Document	1.2.2.4	<a href="#">Tax Return_WORD20_M500_2019</a>		0.100	12	21/Apr/2023	19:
Index	Document	1.2.2.5	<a href="#">Tax Return_WORD20_M500_2020</a>		0.102	14	21/Apr/2023	19:
Index	Document	1.2.2.6	<a href="#">Tax return_WORD20_M500_2021</a>		0.104	15	21/Apr/2023	19:
Index	Document	1.2.2.7	<a href="#">Tax credit for investment_800F-2019</a>		0.455	3	21/Apr/2023	19:
Index	Document	1.2.2.8	<a href="#">Tax credit for investment_800F-2020.pdf</a>		1.806	3	21/Apr/2023	19:
Index	Document	1.2.2.9	<a href="#">Tax credit for investment_800F-2021</a>		0.878	3	21/Apr/2023	19:
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Index	Document	1.3.1.1	<a href="#">Schedule of Top 50 clients (2022)</a>		0.011	4	10/May/2023	22:
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Index	Document	1.3.2.1.1	<a href="#">Wordbee SA_MSA_(without SCCs)_FE_24Mar22_(signed)</a>		11.240	36	10/May/2023	22:
Index	Document	1.3.2.1.2	<a href="#">Wordbee SA_PPD_SOW_1_signed</a>		5.061	9	10/May/2023	22:
Index	Document	1.3.2.1.3	<a href="#">Wordbee SA_PPD_SOW_2_signed</a>		3.541	7	10/May/2023	22:
Index	Document	1.3.2.1.4	<a href="#">Wordbee SA_PPD_SOW_3_signed</a>		2.331	10	10/May/2023	22:
Index	Document	1.3.2.1.5	<a href="#">Wordbee SA_PPD_SOW_4_signed</a>		5.154	9	10/May/2023	22:
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Index	Document	1.3.2.2.1	<a href="#">AGB MGB IT-Ausführungs-Dienstleistungen_WORDBEE</a>		6.637	6	10/May/2023	22:
Index	Document	1.3.2.2.2	<a href="#">2019 WB-Migros - SaaS Cassandra V3.1</a>		0.218	22	10/May/2023	22:
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Index	Document	1.3.2.3.1	<a href="#">SUVA_Wordbee Renewal Quote 2022-2023_Signed</a>		0.496	3	10/May/2023	22:
Index	Document	1.3.2.3.2	<a href="#">SLA-Wordbee Suva_Final_unterschrieben-signed</a>		4.465	12	10/May/2023	22:
Index	Document	1.3.2.3.3	<a href="#">Amendment Vertrag 2022 Suva Wordbee_V04_29122021_Final</a>		0.904	3	10/May/2023	22:
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Index	Document	1.3.2.4.1	<a href="#">WordBee Contract Signed-Electronic-Arts</a>		1.441	36	10/May/2023	22:
Index	Document	1.3.2.4.2	<a href="#">EA_Wordbee renewal 2023</a>		0.535	5	10/May/2023	22:
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Index	Document	1.3.2.5.1	<a href="#">Wordbee_SA_Services_Agreement_Tag</a>		0.469	6	10/May/2023	22:
Index	Document	1.3.2.5.2	<a href="#">TAG_Wordbee_renewal_2022-2023</a>		0.519	5	10/May/2023	22:
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Index	Document	1.3.2.6.1	<a href="#">WordBee_SLA_signed02052014</a>		0.689	12	10/May/2023	22:
Index	Document	1.3.2.6.2	<a href="#">ARGO_Wordbee_renewal_2023_(1)</a>		0.388	2	10/May/2023	22:
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Index	Document	1.3.2.7.1	<a href="#">PR-TRPLUS-WBT-08112022-V2_(1)</a>		0.710	12	10/May/2023	22:
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Index	Document	1.3.2.8.1	<a href="#">Service_level_agreement</a>		0.735	12	10/May/2023	22:
Index	Document	1.3.2.8.2	<a href="#">230213_Wordbee_contract_extension_SOW_PR-MAPI-REN-13-Feb-2023_(1)</a>		0.576	8	10/May/2023	22:
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Index	Document	1.3.2.9.1	<a href="#">Wordbee_DPA_260118_Signed-GDPR</a>		3.901	11	10/May/2023	22:
Index	Document	1.3.2.9.2	<a href="#">TTG_Wordbee_Renewal_Quote_2022_2023_Signed</a>		0.401	2	10/May/2023	22:
Index	Document	1.3.2.9.3	<a href="#">TTG_Wordbee_BAA_04-01-19-signed</a>		0.161	10	10/May/2023	22:
Index	Document	1.3.2.9.4	<a href="#">SLA - Wordbee_SA-TTG-2018-Signed</a>		0.311	12	10/May/2023	22:
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Index	Document	1.3.2.10.1	<a href="#">SANITAS_SLA - Scan-to-Me from san-mfp0002.intra01.sanitas.com 2017-05-23 075732</a>		3.550	12	10/May/2023	22:
Index	Document	1.3.2.10.2	<a href="#">SANITAS_SIGNED_PROPOSAL_2017_(DE) - Scan-to-Me from san-mfp0002.intra01.sanitas.com 2017-05-23 075702_(1)</a>		2.534	12	10/May/2023	22:
<b>Index</b>	<b>Folder</b>	<b>1.3.2.11</b>	<b>Turner Broadcasting Systems Europe LTD (WarnerMedia)</b>					
Index	Document	1.3.2.11.1	<a href="#">TURNER_PO_Wordbee_Renewal_2022-2023_(1)</a>		0.029	1	10/May/2023	22:
Index	Document	1.3.2.11.2	<a href="#">SLA_Wordbee_Turner_PR-TUR-REN-15062022 - signed</a>		0.357		10/May/2023	22:
Index	Document	1.3.2.11.3	<a href="#">Global_Data_Processing_Amendment - signed</a>		0.651		10/May/2023	22:
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Index	Document	1.3.2.12.1	<a href="#">Fully_executed_SLA - Wordbee_SA_final_(1)</a>		0.385	12	10/May/2023	22:
Index	Document	1.3.2.12.2	<a href="#">Wordbee_Signed_Contract_PR-SAGE-REN-WBB-090223</a>		0.644	8	10/May/2023	22:
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Index	Document	1.3.2.13.1	<a href="#">Vendor_BAA-Vocalink</a>		0.079	13	10/May/2023	22:
Index	Document	1.3.2.13.2	<a href="#">SLA - Wordbee_Vocalink_Signed_26092014</a>		5.724	12	10/May/2023	22:
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Index	Document	1.3.2.14.1	<a href="#">Ansell_SLA</a>		3.532	10	10/May/2023	22:
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Index	Document	1.3.2.16.1	<a href="#">Data_Processing_Agreement-signed-24012020</a>		2.746	10	10/May/2023	22:
Index	Document	1.3.2.16.2	<a href="#">SLA-WBT and BB_2018_(13.01.2020)_final_signed</a>		5.601	12	10/May/2023	22:
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Index	Document	1.3.2.17.1	<a href="#">05032021Primetals_SLA092509</a>		2.913	9	10/May/2023	22:
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Index	Document	1.3.2.18.1	<a href="#">Wordbee_SLA_AirFrance_2016_signé_AF-Wordbee</a>		0.509	12	10/May/2023	22:
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Index	Document	1.3.2.19.2	<a href="#">SLA - Wordbee_SA_SupplyON AG- 2017-2017-11-30-signed</a>		0.298	12	10/May/2023	22:
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Index	Document	1.3.2.20.1	<a href="#">PR-TDIEM-WBT-10032022-C_signed_(2)_(1)</a>		0.820	10	10/May/2023	22:
<b>Index</b>	<b>Folder</b>	<b>1.3.2.21</b>	<b>Air France (Air France KLM Group)</b>					
Index	Document	1.3.2.21.1	<a href="#">Wordbee_SLA_AirFrance_2016_signé_AF-Wordbee_(1)</a>		0.509	12	10/May/2023	22:
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Index	Document	1.3.2.22.2	<a href="#">2017_09_018_WB_SLA-signed</a>		0.815	12	10/May/2023	22:
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Index	Document	1.3.2.23.1	<a href="#">KNEIP-Wordbee SLA 20110201</a>		5.810	12	10/May/2023	22:
Index	Document	1.3.2.23.2	<a href="#">PR-KNEIP-REN-15032023_signed</a>		0.112	2	10/May/2023	22:
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Index	Document	1.3.2.24.1	<a href="#">PR-MQSP-WBT-13062018_V02_signed</a>		1.215	12	10/May/2023	22:
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Index	Document	1.3.2.25.1	<a href="#">PR-KRAM-REN-10012023_Signed</a>		1.837	2	10/May/2023	22:
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Index	Document	1.3.2.26.1	<a href="#">Young Living (US)_Wordbee renewal 2022-2023_Signed</a>		0.639	11	10/May/2023	22:
Index	Document	1.3.2.26.2	<a href="#">Young Living (US)_WordBee Proposal 2018_Signed</a>		0.670	10	10/May/2023	22:
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Index	Document	1.3.2.27.1	<a href="#">Wordbee.Translator.Proposal_CIG_(PE)-signed</a>		0.962	11	10/May/2023	22:
Index	Document	1.3.2.27.2	<a href="#">Wordbee_DPA-Cloud Imperium Games Limited-signed</a>		0.179	11	10/May/2023	22:
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Index	Document	1.3.2.29.1	<a href="#">BeeBox - Wordbee</a>		0.341	9	10/May/2023	22:
Index	Document	1.3.2.29.2	<a href="#">Order 068436</a>		0.173	1	10/May/2023	22:
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Index	Document	1.3.2.31.1	<a href="#">PR-CPSL-BB-REN-16012019 - Signed</a>		0.608	9	10/May/2023	22:
Index	Document	1.3.2.31.2	<a href="#">PR-CPSL-UOC-WBT-23032023 - Signed</a>		0.492	3	10/May/2023	22:
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Index	Document	1.3.2.35.1	<a href="#">BC31858 Signé et expédié le 23.02.2023</a>		0.140	1	10/May/2023	22:
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Index	Document	1.3.2.36.1	<a href="#">PR-ENHE-REN-01122022</a>		0.600	11	10/May/2023	22:
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Index	Document	1.3.2.37.1	<a href="#">Wordbee Proposal-DynamicLanguage_2020</a>		1.037	10	10/May/2023	22:
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Index	Document	1.3.2.38.1	<a href="#">WBT-CONTENTOR-31052022V4_Quote 31034352_signed</a>		0.428	3	10/May/2023	22:
Index	Document	1.3.2.38.2	<a href="#">Wordbee License-and-Support-Agreement -Standard SLA Level Contentor_2022_signed</a>		0.266	14	10/May/2023	22:
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Index	Document	1.3.2.39.1	<a href="#">Iberdrola - Acuerdo Marco_2020-2022</a>		0.366	5	10/May/2023	22:
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Index	Document	1.3.2.40.1	<a href="#">PR-HOGA-REN-26062017-Signed</a>		2.544	6	10/May/2023	22:
Index	Document	1.3.2.40.2	<a href="#">Hogarth - Status - 2023-05-05</a>		0.001	1	10/May/2023	22:
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Index	Document	1.3.3.2.1	<a href="#">Unsuccessful-Clients-renewal</a>			0.001	1	16/Jun/2023	15:
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Index	Document	1.3.4.1	<a href="#">Schedule of New clients (2022)</a>			0.009	2	10/May/2023	22:
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Index	Document	1.3.6.1	<a href="#">Sample Client Invoice (1)</a>			0.411	1	10/May/2023	22:
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Index	Document	1.3.7.2	<a href="#">Jaime Ochoa - 3rd Addendum Agreement J. Ochoa-03012019</a>			0.451	2	10/May/2023	22:
Index	Document	1.3.7.3	<a href="#">24 Technology - Wordbee-Reseller Agreement</a>			2.044	4	10/May/2023	22:
Index	Document	1.3.7.4	<a href="#">Argo - Reseller-agreement-ARGO-WB-2016-03-01-signed</a>			0.434	4	10/May/2023	22:
Index	Document	1.3.7.5	<a href="#">AP Portugal - Reseller Agreement AP Portugal Wordbee 2015-06-signed</a>			0.515	8	10/May/2023	22:
Index	Document	1.3.7.6	<a href="#">The Department - Wordbee Finder fee Agreement 2021-01-11 signed</a>			0.120	4	10/May/2023	22:
Index	Document	1.3.7.7	<a href="#">Lingua Custodia - Accord LinguaCustodia WB 280714_V1</a>			3.536	5	10/May/2023	22:
Index	Document	1.3.7.8	<a href="#">Linguake - 20180707 Agreement WB-LIN 14062018-signed</a>			0.216	6	10/May/2023	22:
Index	Document	1.3.7.9	<a href="#">Treehouse Strategy - Wordbee Finder's fee Agreement 2017-TS-WB-signed-29112017</a>			0.208	4	10/May/2023	22:
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Index	Document	1.4.1.2	<a href="#">Minutes-BoD-12082022-WB</a>	pdf		0.238	3	21/Apr/2023	19:
Index	Document	1.4.1.3	<a href="#">Minutes-BoD-17052019-WB</a>	pdf		1.251	2	21/Apr/2023	19:
Index	Document	1.4.1.4	<a href="#">Minutes-BoD-25042018-WB</a>	pdf		0.649	2	21/Apr/2023	19:
Index	Document	1.4.1.5	<a href="#">Minutes-BoD-27072021-WB</a>	pdf		0.616	2	21/Apr/2023	19:
Index	Document	1.4.1.6	<a href="#">Minutes-BoD-31032017-WB</a>	pdf		0.553	2	21/Apr/2023	19:
Index	Document	1.4.1.7	<a href="#">Autorisation-etablissement-IVE-SBO</a>	pdf		2.039	2	21/Apr/2023	19:
Index	Document	1.4.1.8	<a href="#">Administrator-new-23092013</a>	pdf		0.303	8	21/Apr/2023	19:
Index	Document	1.4.1.9	<a href="#">AGE-07032014</a>	pdf		0.224	5	21/Apr/2023	19:
Index	Document	1.4.1.10	<a href="#">AGE-28112008</a>	pdf		0.525	11	21/Apr/2023	19:
Index	Document	1.4.1.11	<a href="#">ASSEMBLEE GENERALE EXTRAORDINAIRE-20092019</a>	pdf		0.292	45	21/Apr/2023	19:
Index	Document	1.4.1.12	<a href="#">BILAN ABREGE-01062015</a>	pdf		0.212	5	21/Apr/2023	19:
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Index	Document	1.4.1.15	<a href="#">BILAN ABREGE-12062018</a>	pdf		0.135	4	21/Apr/2023	19:
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Index	Document	1.4.1.19	<a href="#">BILAN ABREGE-17082010</a>	pdf		0.169	5	21/Apr/2023	19:
Index	Document	1.4.1.20	<a href="#">BILAN ABREGE-20102020</a>	pdf		0.136	4	21/Apr/2023	19:
Index	Document	1.4.1.21	<a href="#">BILAN ABREGE-25012013</a>	pdf		0.350	5	21/Apr/2023	19:
Index	Document	1.4.1.22	<a href="#">BILAN ABREGE-28062019</a>	pdf		0.135	4	21/Apr/2023	19:
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Index	Document	1.4.1.24	<a href="#">BILAN ABREGE-30052016</a>	pdf		0.182	5	21/Apr/2023	19:
Index	Document	1.4.1.25	<a href="#">BILAN ABREGE-31082021</a>	pdf		0.136	4	21/Apr/2023	19:

Index	Document	1.4.1.26	<a href="#">Changement-siege-06072012</a>	pdf	0.151	3	21/Apr/2023	19:
Index	Document	1.4.1.27	<a href="#">Changement-siege-19032014</a>	pdf	0.242	12	21/Apr/2023	19:
Index	Document	1.4.1.28	<a href="#">Conseil-Admin-JoseVega-30102012</a>	pdf	0.179	3	21/Apr/2023	19:
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Index	Document	1.4.1.30	<a href="#">Modification non statutaire-02032021</a>	pdf	0.127	3	21/Apr/2023	19:
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Index	Document	1.4.1.34	<a href="#">Modification non statutaire de mandataires-27112018</a>	pdf	0.149	7	21/Apr/2023	19:
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Index	Document	1.4.1.37	<a href="#">Remplacement-Admin-11082010</a>	pdf	0.294	17	21/Apr/2023	19:
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Index	Document	1.4.1.41	<a href="#">STATUTS COORDONNES-17112009</a>	pdf	0.333	9	21/Apr/2023	19:
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Index	Document	1.4.1.43	<a href="#">Wordbee List of Physical Locations</a>	pdf	0.097	6	21/Apr/2023	19:
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Index	Document	1.4.1.48	<a href="#">Annual accounts 2022 Lux-Audit's report signed</a>	pdf	0.040	1	25/May/2023	13:
Index	Document	1.4.1.49	<a href="#">Annual accounts 2022_OGM 25.05.2023 - signed</a>	pdf	0.477	3	25/May/2023	13:
Index	Document	1.4.1.50	<a href="#">Annex-BSheet-closed-31.12.2022</a>	pdf	0.209	2	25/May/2023	13:
Index	Document	1.4.1.51	<a href="#">AGE transformation en SARL copie conforme 28.07.2023</a>	pdf	1.228	21	31/Jul/2023	11:
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Index	Document	1.4.2.1	<a href="#">Wordbee Articles of Association EN-FR - 2020-02-10</a>	pdf	0.125	20	21/Apr/2023	19:
Index	Document	1.4.2.2	<a href="#">WORDBEE SA COMMERCIAL REGISTER RCS FR 2023-03-12</a>	pdf	0.340	5	21/Apr/2023	19:
Index	Document	1.4.2.3	<a href="#">Wordbee Shareholder Agreement - Revised-final - 2019-08</a>	pdf	0.586	11	21/Apr/2023	19:
Index	Document	1.4.2.4	<a href="#">WORDBEE S.A. registre des actionnaires</a>	pdf	0.913	8	21/Apr/2023	19:
Index	Document	1.4.2.5	<a href="#">Wordbee Legal entities - 2023-04</a>	pdf	0.113	1	21/Apr/2023	19:
Index	Document	1.4.2.6	<a href="#">Wordbee SA - Shareholders - Overview 2023-04</a>	xlsx	0.012	1	21/Apr/2023	19:
Index	Document	1.4.2.7	<a href="#">Shareholders register</a>	pdf	1.611	8	20/Jul/2023	20:
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Index	Document	1.4.5.2	<a href="#">Origin SA LLC - Service Agreement-signed</a>	pdf	3.896	6	04/May/2023	21:
Index	Document	1.4.5.3	<a href="#">Schneider IT Management - Wordbee 2023-01-16 Microsoft QU3230069 - signed</a>	pdf	0.107	1	04/May/2023	21:
Index	Document	1.4.5.4	<a href="#">Wordbee EG - Service Agreement - Signed</a>	pdf	2.618	7	04/May/2023	21:
Index	Document	1.4.5.5	<a href="#">Econocom- Microsoft Cloud Solution - Provider agreement-Signed</a>	pdf	0.655	15	04/May/2023	21:
Index	Document	1.4.5.6	<a href="#">Service Contract Wordcraft Maik Mehlhose Product Owner Signed</a>	pdf	1.172	5	04/May/2023	21:
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Index	Document	1.4.5.8	<a href="#">Service Contract Wordcraft Andre Wordbee GF Addendum August 2022</a>	pdf	3.308	7	04/May/2023	21:
Index	Document	1.4.5.9	<a href="#">Service Contract Wordcraft Jessica Kahle COO Signed</a>	pdf	1.256	6	04/May/2023	21:
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Index	Document	1.4.5.11	<a href="#">Migros AGB MGB IT-Ausführungs-Dienstleistungen_WORDBEE</a>	pdf	6.637	6	04/May/2023	21:
Index	Document	1.4.5.12	<a href="#">2019 WB-Migros - SaaS Cassandra V3.1 (1)</a>	pdf	0.218	22	04/May/2023	21:
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Index	Document	1.4.5.16	<a href="#">Wordbee SA Services Agreement_Tag (1)</a>	pdf	0.469	6	04/May/2023	22:
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Index	Document	1.4.7.1	<a href="#">Wordbee EG - Contacts - Lawyer - 2023</a>	docx	0.013	1	18/Apr/2023	15:
Index	Document	1.4.7.2	<a href="#">Wordbee EG - Registry of Commerce - 2023-01-16</a>	pdf	2.515	3	18/Apr/2023	15:
Index	Document	1.4.7.3	<a href="#">Wordbee EG - Service Agreement - Signed</a>	pdf	2.618	7	18/Apr/2023	15:
Index	Document	1.4.7.4	<a href="#">Power of attorney - Stephan Böhmig_Signed</a>	pdf	2.880	2	18/Apr/2023	15:
Index	Document	1.4.7.5	<a href="#">Power of attorney - Wordbee SA_Signed</a>	pdf	1.871	9	18/Apr/2023	15:
Index	Document	1.4.7.6	<a href="#">Restructuring 2022 - Company board agreement to change name and partners</a>	pdf	14.170	4	18/Apr/2023	15:
Index	Document	1.4.7.7	<a href="#">Restructuring 2022 - Company new name request</a>	pdf	3.116	1	18/Apr/2023	15:
Index	Document	1.4.7.8	<a href="#">Restructuring 2022 - Local Journal with published changes</a>	pdf	10.520	2	18/Apr/2023	15:
Index	Document	1.4.7.9	<a href="#">Restructuring 2022 - Registration Request</a>	pdf	2.901	1	18/Apr/2023	15:
Index	Document	1.4.7.10	<a href="#">Wordbee Egypt_Document Content Summary</a>	docx	0.016	2	18/Apr/2023	15:
Index	Document	1.4.7.11	<a href="#">Wordbee EG - Internet &amp; Landlines</a>	docx	0.103	1	18/Apr/2023	15:
Index	Document	1.4.7.12	<a href="#">Wordbee EG - Lease contract</a>	pdf	3.158	8	18/Apr/2023	15:
Index	Document	1.4.7.13	<a href="#">Wordbee EG - Medical insurance contract-GIG</a>	pdf	12.639	24	18/Apr/2023	15:
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Index	Document	1.4.7.15	<a href="#">Wordbee EG - Company income taxes 2021-2022 - payment 1</a>	pdf	0.076	1	27/Apr/2023	23:
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Index	Document	1.4.7.16.2	<a href="#">Wordbee EG - Bylawys and registration</a>	pdf	4.962	13	07/Jun/2023	08:
Index	Document	1.4.7.16.3	<a href="#">Wordbee EG - Tax card 2022-2027</a>	pdf	11.565	2	09/Jun/2023	14:
Index	Document	1.4.7.16.4	<a href="#">Wordbee EG - Out Cash Flow -1_230609_150542</a>	pdf	0.112	2	09/Jun/2023	14:
Index	Document	1.4.7.16.5	<a href="#">Wordbee EG - Electricity - Water Invoices - 02 to 04 2023</a>	pdf	0.928	4	09/Jun/2023	14:
Index	Document	1.4.7.16.6	<a href="#">Wordbee EG - Electricity - Water invoices - 08 to 12 2022</a>	pdf	1.423	5	09/Jun/2023	14:
Index	Document	1.4.7.16.7	<a href="#">Wordbee EG - Electricity - Water invoices - 01 2023</a>	pdf	0.452	1	09/Jun/2023	15:
Index	Document	1.4.7.16.8	<a href="#">Wordbee EG - Tax payment receipt - 2021- 2022</a>	pdf	0.095	2	09/Jun/2023	15:
Index	Document	1.4.7.16.9	<a href="#">Wordbee EG - Social insurance print - June-7-2023</a>	pdf	0.330	2	09/Jun/2023	15:
Index	Document	1.4.7.16.10	<a href="#">Wordbee EG - Social insurance Form-2</a>	pdf	0.602	2	09/Jun/2023	15:
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Index	Document	1.4.7.16.12 .2	<a href="#">Wordbee - EG - Headphones - 07-2022</a>	pdf	0.077	4	14/Jun/2023	16:
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Index	Document	1.4.7.16.12 .4	<a href="#">Wordbee - EG - Laptops - 2021</a>	pdf	0.272	1	14/Jun/2023	16:

Index	Document	1.4.7.16.12.5	<a href="#">Wordbee - EG - Laptops - 2023</a>	pdf	0.211	1	14/Jun/2023	16:
Index	Document	1.4.7.16.12.6	<a href="#">Wordbee - EG - Office assets - El Helw Style 03.2023</a>	pdf	0.055	1	14/Jun/2023	16:
Index	Document	1.4.7.16.12.7	<a href="#">Wordbee - EG - Office assets - El Helw Style 05.06.2022</a>	pdf	0.061	1	14/Jun/2023	16:
Index	Document	1.4.7.16.12.8	<a href="#">Wordbee - EG - Office assets - El Helw Style 26.01.2022</a>	pdf	0.061	1	14/Jun/2023	16:
Index	Document	1.4.7.16.12.9	<a href="#">Wordbee - EG - Office assets - El Helw Style 31.03.2022</a>	pdf	0.061	1	14/Jun/2023	16:
Index	Document	1.4.7.16.12.10	<a href="#">Wordbee EG - Statement (6) amended (90 percent) - 06-2023</a>	pdf	0.462	2	19/Jun/2023	11:
Index	Document	1.4.7.16.13	<a href="#">Wordbee EG - MOM - General assembly - 06-2023</a>	pdf	1.050	4	19/Jun/2023	11:
Index	Document	1.4.7.16.14	<a href="#">Wordbee EG - Statement (6) amended (90 percent) - 06-2023</a>	pdf	0.462	2	19/Jun/2023	11:
Index	Document	1.4.7.16.15	<a href="#">Wordbee EG - VAT exemption</a>	png	0.201	1	22/Jun/2023	14:
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Index	Document	1.4.7.17.2	<a href="#">Transaction Summary Apr 2023-EGP</a>	pdf	0.034	3	25/Jul/2023	11:
Index	Document	1.4.7.17.3	<a href="#">Transaction Summary Feb 2023 USD</a>	pdf	0.054	4	25/Jul/2023	11:
Index	Document	1.4.7.17.4	<a href="#">Transaction Summary Feb 2023-EGP</a>	pdf	0.052	5	25/Jul/2023	11:
Index	Document	1.4.7.17.5	<a href="#">Transaction Summary Jan 2023 USD</a>	pdf	0.016	1	25/Jul/2023	11:
Index	Document	1.4.7.17.6	<a href="#">Transaction Summary Jan 2023-EGP</a>	pdf	0.037	3	25/Jul/2023	11:
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Index	Document	1.4.7.17.8	<a href="#">Transaction Summary Jul 2023-USD</a>	png	0.043		25/Jul/2023	11:
Index	Document	1.4.7.17.9	<a href="#">Transaction Summary Jun 2023 USD</a>	pdf	0.019	1	25/Jul/2023	11:
Index	Document	1.4.7.17.10	<a href="#">Transaction Summary Jun 2023-EGP</a>	pdf	0.067	7	25/Jul/2023	11:
Index	Document	1.4.7.17.11	<a href="#">Transaction Summary Mar 2023 USD</a>	pdf	0.027	2	25/Jul/2023	11:
Index	Document	1.4.7.17.12	<a href="#">Transaction Summary March 2023-EGP</a>	pdf	0.030	3	25/Jul/2023	11:
Index	Document	1.4.7.17.13	<a href="#">Transaction Summary May 2023 USD</a>	pdf	0.019	1	25/Jul/2023	11:
Index	Document	1.4.7.17.14	<a href="#">Transaction Summary May 2023-EGP</a>	pdf	0.138	9	25/Jul/2023	11:
Index	Document	1.4.7.17.15	<a href="#">Bank account snapshot - 2023-07-25</a>	png	0.127	1	25/Jul/2023	11:
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Index	Document	1.4.7.18.1	<a href="#">Wordbee Egypt - Expenses 2023-Jan-Jul</a>	zip	19.732		27/Jul/2023	14:
Index	Document	1.4.7.18.2	<a href="#">Wordbee Egypt - Expenses 2023-01</a>	pdf	2.546	8	27/Jul/2023	14:
Index	Document	1.4.7.18.3	<a href="#">Wordbee Egypt - Expenses 2023-02</a>	pdf	4.218	14	27/Jul/2023	14:
Index	Document	1.4.7.18.4	<a href="#">Wordbee Egypt - Expenses 2023-03</a>	pdf	4.551	13	27/Jul/2023	14:
Index	Document	1.4.7.18.5	<a href="#">Wordbee Egypt - Expenses 2023-04 &amp; 05</a>	pdf	2.076	8	27/Jul/2023	14:
Index	Document	1.4.7.18.6	<a href="#">Wordbee Egypt - Expenses 2023-06</a>	pdf	4.010	13	27/Jul/2023	14:
Index	Document	1.4.7.18.7	<a href="#">Wordbee Egypt - Expenses 2023-07</a>	pdf	2.551	7	27/Jul/2023	14:
Index	Document	1.4.7.18.8	<a href="#">Wordbee Egypt - El Helw Style March 2023</a>	pdf	0.055	1	27/Jul/2023	14:
Index	Document	1.4.7.18.9	<a href="#">Wordbee Egypt - Headphones - March 2023</a>	pdf	0.138	8	27/Jul/2023	14:
Index	Document	1.4.7.18.10	<a href="#">Wordbee Egypt - Kitchen Heater - Feb 2023</a>	pdf	0.249	1	27/Jul/2023	14:
Index	Document	1.4.7.18.11	<a href="#">Wordbee Egypt - Laptops - Jan 2023</a>	pdf	0.211	1	27/Jul/2023	14:
Index	Document	1.4.7.18.12	<a href="#">Wordbee Egypt - Medical Insurance - July 2023</a>	pdf	0.763	4	27/Jul/2023	14:
Index	Document	1.4.7.18.13	<a href="#">Wordbee Egypt - Social Insurance - Prof Services - Jan 2023</a>	pdf	0.060	1	27/Jul/2023	14:
Index	Document	1.4.7.18.14	<a href="#">Wordbee Egypt - Social Insurance - Prof Services - Monthly agreement - July 2023</a>	pdf	2.232	5	27/Jul/2023	14:
Index	Document	1.4.7.19	<a href="#">Export Sales</a>	pdf	0.069	1	28/Jul/2023	15:
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Index	Document	1.4.7.21	<a href="#">Wordbee Position 31-12-2022</a>	pdf	2.579	15	28/Jul/2023	15:
Index	Document	1.4.7.22	<a href="#">Assets</a>	pdf	0.074	1	28/Jul/2023	17:
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Index	Document	1.4.8.1	<a href="#">Banking - Account Details Wordbee LLC 092622</a>	pdf	0.061	1	21/Apr/2023	19:
Index	Document	1.4.8.2	<a href="#">Banking - AcctNotice 2022-09-22</a>	pdf	0.033	1	21/Apr/2023	19:
Index	Document	1.4.8.3	<a href="#">Banking - Bank of America - Account summary information</a>	pdf	3.056	5	21/Apr/2023	19:
Index	Document	1.4.8.4	<a href="#">Banking - eStmt 2022-09-30</a>	pdf	0.364	4	21/Apr/2023	19:
Index	Document	1.4.8.5	<a href="#">Formation - Certificate of Formation (Word Bee LLC) DE CONFIRMATION</a>	pdf	0.320	4	21/Apr/2023	19:
Index	Document	1.4.8.6	<a href="#">Formation - Certificate of Formation (Word Bee LLC) SUBMITTED</a>	pdf	0.061	1	21/Apr/2023	19:
Index	Document	1.4.8.7	<a href="#">Formation - Florida Department of State - Certificate</a>	pdf	0.717	2	21/Apr/2023	19:
Index	Document	1.4.8.8	<a href="#">Formation - fss4-WB-LLC-V4 -signed</a>	pdf	0.315	2	21/Apr/2023	19:
Index	Document	1.4.8.9	<a href="#">Formation - license termination and assignment of security deposit_signed</a>	pdf	0.698	2	21/Apr/2023	19:
Index	Document	1.4.8.10	<a href="#">Formation - Operating Agreement (Wordbee LLC) Execution Version</a>	pdf	0.232	13	21/Apr/2023	19:
Index	Document	1.4.8.11	<a href="#">Formation - Wordbee LLC [FL Application] Signed by CSC+WB</a>	pdf	1.790	4	21/Apr/2023	19:
Index	Document	1.4.8.12	<a href="#">Legal Services - Authorization to file Certificate of Organization (Wordbee LLC) signed sb</a>	pdf	0.092	2	21/Apr/2023	19:
Index	Document	1.4.8.13	<a href="#">Legal Services - HLG Bank Account Information</a>	pdf	0.083	1	21/Apr/2023	19:
Index	Document	1.4.8.14	<a href="#">Legal Services - LSA wordbee (Fully Executed)</a>	pdf	1.423	4	21/Apr/2023	19:
Index	Document	1.4.8.15	<a href="#">Legal Services - LSA Wordbee HLG</a>	pdf	3.413	4	21/Apr/2023	19:
Index	Document	1.4.8.16	<a href="#">Office Tampa - Esign Industrious Subscription Agreement - Wordbee S.A. Tampa - 615 Channelside</a>	pdf	0.219	22	21/Apr/2023	19:
Index	Document	1.4.8.17	<a href="#">Office Tampa - Esign Wordbee S.A. Tampa - 615 Channelside - License Agreement FINAL</a>	pdf	0.214	17	21/Apr/2023	19:
Index	Document	1.4.8.18	<a href="#">Office Tampa - IndustriousLetter</a>	pdf	0.081	1	21/Apr/2023	19:
Index	Document	1.4.8.19	<a href="#">Strategy - Wordbee LCC Operations Presentation</a>	pdf	0.316	6	21/Apr/2023	19:
Index	Document	1.4.8.20	<a href="#">Tax - FEIN Issuance Letter</a>	pdf	0.153	3	21/Apr/2023	19:
Index	Document	1.4.8.21	<a href="#">eStmt 2023-05-31</a>	pdf	0.345	6	28/Jun/2023	03:
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Index	Document	1.4.9.1	<a href="#">Payroll-Slips-WB-Lux-2023 06</a>	pdf	0.137	7	20/Jul/2023	12:
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Index	Document	1.4.10.1	<a href="#">Annual accounts 2018 BoD + AGM</a>	pdf	1.270	5	20/Jul/2023	20:
Index	Document	1.4.10.2	<a href="#">Annual accounts 2019 BoD + AGM</a>	pdf	2.633	5	20/Jul/2023	20:
Index	Document	1.4.10.3	<a href="#">Annual accounts 2020 BoD + AGM</a>	pdf	2.086	5	20/Jul/2023	20:
Index	Document	1.4.10.4	<a href="#">Annual accounts 2021 BoD + AGM</a>	pdf	1.679	6	20/Jul/2023	20:
Index	Document	1.4.10.5	<a href="#">Annual accounts 2022 BoD + AGM</a>	pdf	0.606	5	20/Jul/2023	20:
Index	Document	1.4.10.6	<a href="#">BoD 22 02 2021 transfer registered office to Belvaux</a>	pdf	0.116	1	20/Jul/2023	20:
Index	Document	1.4.10.7	<a href="#">EGM 20.09.2019 increase share capital</a>	pdf	0.186	40	20/Jul/2023	20:
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Index	Document	1.4.11.1	<a href="#">Annex 1 STA 13.07.2010 CPE INVESTMENTS-José VEGA</a>	pdf	0.060	2	20/Jul/2023	20:
Index	Document	1.4.11.2	<a href="#">Annex 2 STA 13.07.2010 CPE INVESTMENTS-Stephan BÖHMIG</a>	pdf	0.062	2	20/Jul/2023	20:
Index	Document	1.4.11.3	<a href="#">Annex 3 STA 22.07.2010 Stephan BÖHMIG-Maxime APPOLONIA</a>	pdf	0.064	2	20/Jul/2023	20:
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Index	Document	1.4.11.6	<a href="#">Annex 6 STA 22.07.2010 José VEGA-Anita SEMPELS</a>	pdf	0.067	2	20/Jul/2023	20:
Index	Document	1.4.11.7	<a href="#">Annex 7 STA 04.10.2013 José VEGA-Daniel JOHNSON</a>	pdf	0.056	2	20/Jul/2023	20:
Index	Document	1.4.11.8	<a href="#">Annex 8 STA 04.10.2013 Stephan BÖHMIG-Daniel JOHNSON</a>	pdf	0.055	2	20/Jul/2023	20:
Index	Document	1.4.11.9	<a href="#">Annex 9 STA 04.10.2013 Maxime APPOLONIA-Daniel JOHNSON</a>	pdf	0.056	2	20/Jul/2023	20:
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Index	Document	1.4.11.11	<a href="#">Annex 11_STA 04.10.2013_ACTIVOS LINGÜÍSTICOS SL-Daniel JOHNSON</a>	pdf	0.068	2	20/Jul/2023	20:
Index	Document	1.4.11.12	<a href="#">Shareholders register signatories</a>	docx	0.016	1	20/Jul/2023	20:
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Index	Document	1.4.12.1	<a href="#">BoD 28.07.2008_capital release</a>	pdf	0.065	2	20/Jul/2023	20:
Index	Document	1.4.12.2	<a href="#">EGM 28.11.2008_capital release (see 1st resolution)</a>	pdf	0.311	7	20/Jul/2023	20:
Index	Document	1.4.12.3	<a href="#">Shareholders register</a>	pdf	1.611	8	20/Jul/2023	20:
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Index	Document	1.5.1.2	<a href="#">LEGAL LIABILITY INSURANCE CERTIFICAT_102022-102023 (EN) (1)</a>	pdf	0.085	2	21/Apr/2023	19:
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Index	Document	1.6.2.2	<a href="#">CTM - Wordbee Trademark - ASSIGNMENT-REGISTERED TRADEMARK-WORDBEE-SIGNED 2023-04-07</a>		0.100	1	21/Apr/2023	19:
Index	Document	1.6.2.3	<a href="#">USPTO - Lawyer Invoice - WORDBEEDEBITNOTE021623</a>		0.038	1	21/Apr/2023	19:
Index	Document	1.6.2.4	<a href="#">USPTO - Wordbee Trademark 77405094 - Status 2023-04-07</a>		0.033	4	21/Apr/2023	19:
Index	Document	1.6.2.5	<a href="#">USPTO - Wordbee Trademark Assignment Cover Sheet 2023-02-17</a>		0.031	1	21/Apr/2023	19:
Index	Document	1.6.2.6	<a href="#">USPTO - Wordbee Trademark Assignment Notice 2023-02-17</a>		0.049	2	21/Apr/2023	19:
Index	Document	1.6.2.7	<a href="#">Wordbee - Domains - EuroDNS export - 2023-04-11</a>		0.015	16	21/Apr/2023	19:
Index	Document	1.6.2.8	<a href="#">Code Signing Certificates - Comodo - 2023-04-11</a>		0.105	1	21/Apr/2023	19:
Index	Document	1.6.2.9	<a href="#">CTM - Wordbee Trademark - Assignment - EUTM-recordal-application-11042023</a>		0.205	5	21/Apr/2023	19:
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Index	Document	1.6.2.11	<a href="#">Wordbee - Domains - EuroDNS export - 2023-07-25</a>		0.013	11	25/Jul/2023	08:
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Index	Document	1.6.7.3	<a href="#">NDA Wordbee External Person - (Person name) - (yyyy-mm)</a>		0.071	3	21/Apr/2023	19:
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Index	Document	1.6.7.5	<a href="#">Wordbee Code of Conduct</a>		0.113	9	21/Apr/2023	19:
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Index	Document	1.6.7.10	<a href="#">Clients - License-and-Support-Agreement-PREMIUM 2023 template</a>		0.080	21	21/Apr/2023	19:
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Index	Document	1.7.1.6	<a href="#">Wordbee SA Employee Contract Brahim Aioun 2022</a>		2.924	3	10/May/2023	22:
Index	Document	1.7.1.7	<a href="#">Wordbee SA Employee Contract Kawthar Benjaddi 2016</a>		0.765	2	10/May/2023	22:
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Index	Document	1.7.1.9	<a href="#">Wordbee SA Employee Contract Stephan Bohmig 2008</a>		0.091	3	10/May/2023	22:
Index	Document	1.7.1.10	<a href="#">Wordbee SA Employee Contract Badr Chaouai 2019</a>		2.868	3	10/May/2023	22:
Index	Document	1.7.1.11	<a href="#">Wordcraft Service Contract Jessica Kahle 2022</a>		1.256	6	10/May/2023	22:
Index	Document	1.7.1.12	<a href="#">Terminations 2020-2023</a>		0.057	1	10/May/2023	22:
Index	Document	1.7.1.13	<a href="#">Wordcraft Service Agreement Addendum Andre Hemker 2022</a>		3.308	7	10/May/2023	22:
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Index	Document	1.7.1.15	<a href="#">Wordbee Egypt Paid Vacation Entitlement</a>		0.166	1	11/May/2023	12:
Index	Document	1.7.1.16	<a href="#">2019.06.13 NDA Wordbee Badr Chaouai Signed</a>		1.978	3	20/Jul/2023	08:
Index	Document	1.7.1.17	<a href="#">2022.03.01 NDA Wordbee - Andrea Benedetti Signed</a>		1.882	3	20/Jul/2023	08:
Index	Document	1.7.1.18	<a href="#">2022.07.18 NDA Wordbee - Brahim Aioun Signed</a>		0.289	3	20/Jul/2023	08:
Index	Document	1.7.1.19	<a href="#">NDA Wordbee - Jaime Ochoa-signed</a>		1.819	3	20/Jul/2023	08:
Index	Document	1.7.1.20	<a href="#">NDA Wordbee - Kawthar Benjaddi- 2022-03 (signed)</a>		1.956	3	20/Jul/2023	08:
Index	Document	1.7.1.21	<a href="#">NDA Wordbee - Laura Campo 022022 signed</a>		1.873	3	20/Jul/2023	08:
Index	Document	1.7.1.22	<a href="#">NDA Wordbee - Sara Mendez- 2022-03 (signed)</a>		1.952	3	20/Jul/2023	08:
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Index	Document	1.7.1.27	<a href="#">NDA Maha Moustafa 2020.05.10</a>		0.717	3	20/Jul/2023	10:
Index	Document	1.7.1.28	<a href="#">NDA Miriam Waheeb 2022.06.01</a>		0.770	3	20/Jul/2023	10:
Index	Document	1.7.1.29	<a href="#">NDA Mohab Magdy 2018.11.05</a>		0.726	3	20/Jul/2023	10:
Index	Document	1.7.1.30	<a href="#">NDA Mohamed Shahin 2021.07.01</a>		0.715	3	20/Jul/2023	10:
Index	Document	1.7.1.31	<a href="#">NDA Mostafa Weaam 2023.03.01</a>		1.912	3	20/Jul/2023	10:
Index	Document	1.7.1.32	<a href="#">NDA Osama Nagiub 2022.12.15</a>		5.399	3	20/Jul/2023	10:
Index	Document	1.7.1.33	<a href="#">NDA Passant Ehab 2020.07.01</a>		0.702	3	20/Jul/2023	10:
Index	Document	1.7.1.34	<a href="#">NDA Salma Dawoud 2019.08.01</a>		0.701	3	20/Jul/2023	10:
Index	Document	1.7.1.35	<a href="#">NDA Sara Iskander 2023.02.01</a>		4.516	3	20/Jul/2023	10:
Index	Document	1.7.1.36	<a href="#">NDA Sara Ossama 2018.06.08.</a>		0.673	3	20/Jul/2023	10:
Index	Document	1.7.1.37	<a href="#">NDA Shaimaa Jamil 2020.01.01</a>		0.738	3	20/Jul/2023	10:
Index	Document	1.7.1.38	<a href="#">NDA Tamer Yehia 2022.05.09</a>		1.794	3	20/Jul/2023	10:
Index	Document	1.7.1.39	<a href="#">NDA Zeinab Hani 2020.09.14</a>		0.728	3	20/Jul/2023	10:
Index	Document	1.7.1.40	<a href="#">NDA Wordbee - Jose Vega 2023-07-24 - signed</a>		0.265		24/Jul/2023	19:
Index	Document	1.7.1.41	<a href="#">Wordbee SA Employee Contract Jose Vega 2008</a>		0.605	3	25/Jul/2023	09:
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Index	Document	1.7.2.2	<a href="#">WORDBEE S.A- PAYROLL CONTRACT SERVICES-FICEL signed</a>		1.473	12	10/May/2023	22:
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Index	Document	1.8.1.3	<a href="#">Wordbee Systems Directory - Sharepoint 2023 04 12</a>			0.030	120	21/Apr/2023 19:
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Index	Document	1.8.1.5	<a href="#">Wordbee – Software Licensing Issues - 2023-05-02</a>			0.014	1	02/May/2023 09:
Index	Document	1.8.1.6	<a href="#">Wordbee – Software Licensing Issues - 2023-07-20</a>			0.014	1	20/Jul/2023 09:
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Index	Document	1.8.2.2	<a href="#">Wordbee Netrics Infrastructure - Diagram 1.0</a>			0.081	1	21/Apr/2023 19:
Index	Document	1.8.2.3	<a href="#">Wordbee Technology and Architecture Overview 12 2022</a>			0.689	10	21/Apr/2023 19:
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Index	Document	1.8.3.2	<a href="#">NAS Digitals - Service Agreement - Wordbee_BAU_SOW_06052019_Signed_JVE</a>			0.896	7	21/Apr/2023 19:
Index	Document	1.8.3.3	<a href="#">Netrics - 2021.09.24 Offer Virtual Datacenter_Netrics_Wordbee_Signed</a>			0.339	9	21/Apr/2023 19:
Index	Document	1.8.3.4	<a href="#">Netrics - 2022.01.21 Netrics Service Handover VDC</a>			0.238	2	21/Apr/2023 19:
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Index	Document	1.8.3.6	<a href="#">Origin SA LLC - Service Agreement-signed</a>			3.896	6	21/Apr/2023 19:

Index	Document	1.8.3.7	<a href="#">Schneider IT Management - Wordbee 2023-01-16 Microsoft QU3230069 - signed</a>		0.107	1	21/Apr/2023	19:
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Index	Document	1.8.3.9	<a href="#">Service Contract-Wordcraft_Product Owner_2021.09.01</a>		1.172	5	21/Apr/2023	19:
Index	Document	1.8.3.10	<a href="#">TYPO 3 - 000109357-Wordbee SA</a>		0.143	1	04/May/2023	17:
Index	Document	1.8.3.11	<a href="#">TYPO 3 - 000109414-Wordbee SA</a>		0.142	1	04/May/2023	17:
Index	Document	1.8.3.12	<a href="#">TYPO 3 - 000109703-Wordbee</a>		0.156	1	04/May/2023	17:
Index	Document	1.8.3.13	<a href="#">TYPO 3 - 000109794 Wordbee GmbH -I10nmgr Sponsoring</a>		0.155	1	04/May/2023	17:
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Index	Document	1.8.4.32	<a href="#">App Access - Wordcraft Academy - employee-current-access-report-2023-04-06</a>		0.007	18	21/Apr/2023	19:
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Index	Document	1.8.4.36	<a href="#">App Access - Zoom - employee-current-access-report-2023-04-06</a>		0.006	6	21/Apr/2023	19:
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Index	Document	1.8.4.40	<a href="#">App Access - Cloudflare - employee-current-access-report-2023-04-11</a>		0.005	6	21/Apr/2023	19:
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Index	Document	1.8.4.46	<a href="#">App Access - Microsoft Azure Infrastructure - employee-current-access-report-2023-07-23</a>		0.005	6	23/Jul/2023	15:
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Index	Document	1.10.2.10	<a href="#">Wordcraft Service Agreement Addendum Andre Hemker 2022</a>		3.308	7	21/Apr/2023	19:
Index	Document	1.10.2.11	<a href="#">Wordcraft Service Contract Jessica Kahle 2022</a>		1.256	6	21/Apr/2023	19:
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Index	Document	2.1.1.6	<a href="#">308000346_2023_Nr.009_Kontoauszug_vom_2023.07.21_20230728123024</a>		0.074	2	28/Jul/2023	13:
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Index	Document	2.7.3.15	<a href="#">Intent to Stay with Wordcraft GmbH_NDietz</a>		0.166		20/Jul/2023	19:
Index	Document	2.7.3.16	<a href="#">Intent to Stay with Wordcraft GmbH_SMartin-Garcia</a>		0.168		20/Jul/2023	19:
Index	Document	2.7.3.17	<a href="#">Intent to Stay with Wordcraft GmbH_Ahemker</a>		0.163		20/Jul/2023	19:
Index	Document	2.7.3.18	<a href="#">Intent to Stay with Wordcraft GmbH_AManfuso</a>		0.171		20/Jul/2023	19:
Index	Document	2.7.3.19	<a href="#">Intent to Stay with Wordcraft GmbH_JHemker</a>		0.167		20/Jul/2023	19:
Index	Document	2.7.3.20	<a href="#">Intent to Stay with Wordcraft GmbH_JKahle</a>		0.167		20/Jul/2023	19:
Index	Document	2.7.3.21	<a href="#">Intent to Stay with Wordcraft GmbH_JNesswetha</a>		0.165		20/Jul/2023	19:
Index	Document	2.7.3.22	<a href="#">Intent to Stay with Wordcraft GmbH_MMehlhose</a>		0.167		20/Jul/2023	19:
Index	Document	2.7.3.23	<a href="#">Intent to Stay with Wordcraft GmbH_NDietz</a>		0.166		20/Jul/2023	19:
Index	Document	2.7.3.24	<a href="#">Intent to Stay with Wordcraft GmbH_SMartin-Garcia</a>		0.168		20/Jul/2023	19:
<b>Index</b>	<b>Folder</b>	<b>2.8</b>	<b>IT</b>					
<b>Index</b>	<b>Folder</b>	<b>2.8.1</b>	<b>IT Assets</b>					
Index	Document	2.8.1.1	<a href="#">Wordcraft IT assets</a>		0.094	1	21/Apr/2023	20:
<b>Index</b>	<b>Folder</b>	<b>2.8.2</b>	<b>Network and Infrastructure Overview</b>					
Index	Document	2.8.2.1	<a href="#">IT Layout</a>		0.058	1	21/Apr/2023	20:
<b>Index</b>	<b>Folder</b>	<b>2.8.3</b>	<b>3rd Party Service Agreements</b>					
Index	Document	2.8.3.1	<a href="#">Scopevisio_finance SaaS</a>		0.092	2	21/Apr/2023	20:
Index	Document	2.8.3.2	<a href="#">bitrix_drive intranet</a>		0.061	1	21/Apr/2023	20:
Index	Document	2.8.3.3	<a href="#">telephone</a>		0.344	4	21/Apr/2023	20:
<b>Index</b>	<b>Folder</b>	<b>2.8.4</b>	<b>Domain Control</b>					
Index	Document	2.8.4.1	<a href="#">Domain_list</a>		0.064	1	21/Apr/2023	20:
<b>Index</b>	<b>Folder</b>	<b>2.8.5</b>	<b>Cybersecurity, Compliance and Disaster Recovery</b>					
<b>Index</b>	<b>Folder</b>	<b>2.8.6</b>	<b>IT Operations</b>					
<b>Index</b>	<b>Folder</b>	<b>2.9</b>	<b>Operations and Facilities</b>					
<b>Index</b>	<b>Folder</b>	<b>2.9.1</b>	<b>Real Estate Agreements</b>					
Index	Document	2.9.1.1	<a href="#">lease agreement</a>		0.425	14	21/Apr/2023	20:
<b>Index</b>	<b>Folder</b>	<b>2.9.2</b>	<b>Utility Agreements</b>					
<b>Index</b>	<b>Folder</b>	<b>2.9.3</b>	<b>Leased Equipment</b>					
<b>Index</b>	<b>Folder</b>	<b>2.10</b>	<b>Vendors</b>					
<b>Index</b>	<b>Folder</b>	<b>2.10.1</b>	<b>Vendor Lists</b>					
<b>Index</b>	<b>Folder</b>	<b>2.10.2</b>	<b>Vendor Contracts and MSAs</b>					
Index	Document	2.10.2.1	<a href="#">wordbee_service order_2020</a>		0.412	6	21/Apr/2023	20:
Index	Document	2.10.2.2	<a href="#">Kostenkonto Wordbee 2021</a>		0.006	1	05/Jun/2023	14:
Index	Document	2.10.2.3	<a href="#">Kostenkonto Wordbee 2022</a>		0.005	1	05/Jun/2023	14:

Index	Document	2.10.2.4	<a href="#">Kreditor 70202 Wordbee für 2022</a>		0.006	1	05/Jun/2023	14:
Index	Folder	2.10.3	Procurement Process Overview					
Index	Folder	2.10.4	Material Personal Property					
Index	Folder	2.11	Marketing					
Index	Folder	2.11.1	Key Marketing Vendor Agreements					
Index	Folder	2.11.2	Marketing Organization and Budget					
Index	Document	2.11.2.1	<a href="#">Wordcraft Corporate Design</a>		0.098	3	21/Apr/2023	20:
Index	Folder	2.11.3	Social Media					
Index	Document	2.11.3.1	<a href="#">WOC Social Media Report 2022-2023</a>		0.338	6	21/Apr/2023	20:
Index	Folder	2.11.4	Digital and Other Marketing Channels					
Index	Document	2.11.4.1	<a href="#">BeeDegrees by wordcraft</a>		0.128	2	21/Apr/2023	20:
Index	Document	2.11.4.2	<a href="#">Wordcraft Academy Infograph</a>		0.030	1	21/Apr/2023	20:
Index	Document	2.12	<a href="#">Q&amp;A TP - Wordcraft</a>		0.010	4	05/Jun/2023	14:
Total 1033 Document(s)								

## Schedule 5 Completion obligations

### Part 1 Sellers' obligations on Completion

- 1 The Wordbee Sellers shall deliver, or shall procure that the following documents or other items are delivered, to the Wordbee Purchaser:
- (a) Satisfactory evidence that not less than 90% of the shares in Wordbee Egypt are owned by Wordbee.
  - (b) Transaction documents:
    - (i) payoff letters and release documents for all outstanding loans (other than certain intra-company loans to be agreed on by the Purchasers) to be discharged at Completion.
  - (c) Books, documents and records:
    - (i) the statutory and minute books of Wordbee, including all resolutions of the shareholders of Wordbee and of the board of managers of Wordbee (written up to the time immediately prior to Completion);
    - (ii) electronic ledgers print outs of all bank accounts of Wordbee as a date not more than 2 Business Days prior to Completion together with bank reconciliation statements in respect of each such bank account made up to (but excluding) Completion;
    - (iii) a true copy of the register of shares of Wordbee, duly updated to reflect the transfer of ownership of the Wordbee Shares from the Wordbee Sellers to the Purchaser with the original to follow as soon as possible after Completion and in any event within 5 Business Days.
  - (d) Management:

Duly executed resignation letters from the relevant resigning managers (i.e., Amadeo BARBA HUERGA, Stephan Dädalus BÖHMIG (which will remain as a daily manager for the purposes of the business licence), Wai Chung Caroline CHAN and José VEGA) and from the relevant daily managers (i.e. José VEGA) of Wordbee.
  - (e) Others:
    - (i) All identifiers, passwords, passphrases, authentication tokens and any other information required to:
      - (A) access and/or operate, following Completion, all electronic and/or remote access bank accounts, email accounts, internet resources, servers and systems that Wordbee maintains or has access to; and
      - (B) view, modify, delete or store data, following Completion, that is contained in any of the accounts and resources referred to in paragraph 1(h)(i)(A) above; and
      - (C) control any domain registrations and renewals, following Completion, for any domains which are owned or operated by Wordbee; and

- (D) all passwords, passphrases and/or digital keys required to decrypt and access any of Wordbee's data and/or other resources which have been encrypted.
  - (f) The Purchasers and the Sellers (represented by the Sellers Representative) shall, immediately upon Completion, notify the Companies of Completion and, in particular notify Wordbee of the transfer and sale of the Wordbee Shares from the Wordbee Sellers to the Wordbee Purchaser in accordance with this Agreement with effect as of the Completion Date by way of a notification letter (**Notification Letter**), such notification letter to be countersigned by Wordbee by which it acknowledges, and to the extent necessary accepts, the sale and transfer of the Wordbee Shares by the Wordbee Sellers to the Wordbee Purchaser as described in clause 2.1, in accordance with article 1690 of the Luxembourg Civil Code and article 710-13 of the Luxembourg Law of 10 August 1915 on commercial companies, as amended. The Sellers hereby authorize the Sellers Representative to execute this Notification Letter on their behalf.
- 2 The Wordcraft Seller shall deliver, or shall procure that the following documents or other items are delivered, to the Wordcraft Purchaser:
- (a) Transaction documents:
    - (i) payoff letters and release documents for all outstanding loans (other than certain intra-company loans to be agreed on by the Purchasers) to be discharged at Completion; and
    - (ii) evidence of a termination agreement regarding of the managing director service agreement concluded with Andre Hemker.
  - (b) Execution of Share Transfer Deed:

The Wordcraft Seller, or any person duly authorized by Wordcraft Seller, shall sign the Share Transfer Deed.
  - (c) Books, documents and records:

Electronic ledgers print outs of all bank accounts of Wordcraft as a date not more than 2 Business Days prior to Completion together with bank reconciliation statements in respect of each such bank account made up to (but excluding) Completion.
  - (d) Management:

Duly executed shareholder(s) resolution of Wordcraft (i) dismissing Andre Hemker as managing director, (ii) the termination of his managing director service agreement and (iii) appointing Ms. Angela O'Sullivan, born on 19 January 1971, resident in London, United Kingdom, as managing director with sole power of representation and released from the restrictions on self-dealings pursuant to section 181 of the German civil code (*Bürgerliches Gesetzbuch*).
  - (e) Duly executed copy of the employment agreement between Andre Hemker and Wordcraft.
  - (f) Others:
    - (i) All identifiers, passwords, passphrases, authentication tokens and any other information required to:

- (A) access and/or operate, following Completion, all electronic and/or remote access bank accounts, email accounts, internet resources, servers and systems that Wordcraft maintains or has access to; and
- (B) view, modify, delete or store data, following Completion, that is contained in any of the accounts and resources referred to in paragraph 1(e)(i) above; and
- (C) control any domain registrations and renewals, following Completion, for any domains which are owned or operated by the Wordcraft Business; and
- (D) all passwords, passphrases and/or digital keys required to decrypt and access any of Wordcraft's data and/or other resources which have been encrypted.

## Part 2 Purchasers' obligations on Completion

### 1. Wordbee Purchaser's obligations on Completion

- 1.1 At Completion, the Wordbee Purchaser shall pay the Wordbee Initial Consideration to the Wordbee Sellers.
- 1.2 The Purchasers and the Sellers (represented by the Sellers Representative) shall, immediately upon Completion, notify the Companies of Completion and, in particular notify Wordbee of the transfer and sale of the Wordbee Shares from the Wordbee Sellers to the Wordbee Purchaser in accordance with this Agreement with effect as of the Completion Date by way of a Notification Letter.
- 1.3 Immediately following Completion and on the Completion Date, the Wordbee Purchaser, in its capacity as new sole shareholder of Wordbee, shall adopt resolutions pursuant to which:
  - (a) the resignations of the existing managers of Wordbee (being noted that Stephan Dädalus BÖHMIG will remain as a daily manager for the purposes of the business licence) with effect as of Completion will be acknowledged;
  - (b) a provisional discharge will be granted to the respective existing managers of Wordbee and the Wordbee Purchaser shall undertake to grant full and irrevocable discharge at the next annual general meeting approving the annual account of Wordbee; and
  - (c) the relevant persons nominated by the Wordbee Purchaser are appointed as managers and daily managers, as the case may be, of Wordbee with effect as of Completion.
- 1.4 Within five (5) Business Days following Completion, the Wordbee Purchaser shall cause the registration of (i) the transfer of the Wordbee Shares and (ii) the change of the managers of Wordbee with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés*) and its publication in the Luxembourg official gazette (*Recueil Electronique des Sociétés et Associations*). The Wordbee Sellers and the Wordbee Purchaser hereby authorize and instruct (i) any manager of Wordbee and (ii) any lawyer at Bonn Steichen & Partners and/or DLA Piper Luxembourg, each acting individually, to proceed in the name and on behalf of Wordbee with such registration and formalities required in connection herewith.

### 2. Wordcraft Purchaser's obligations on Completion

At Completion, the Wordcraft Purchaser shall pay the Wordcraft Initial Consideration to the Wordcraft Seller.

- 2.2 At Completion, the Wordcraft Purchaser or any person duly authorized by the Wordcraft Purchaser, shall sign the Share Transfer Deed.
- 2.3 Immediately following Completion and on or shortly following the Completion Date, the Wordcraft Purchaser shall instruct Ms. Angela O'Sullivan to sign a notarized, and if applicable apostilled/legalized, commercial register application to the German commercial register to:
  - (a) delete Mr. Andre Hemker as managing director of Wordcraft; and
  - (a) register Ms. Angela O'Sullivan as new managing director of Wordcraft.

## Schedule 6 Completion Accounts

### 1 General definitions

In this Agreement:

**Adjustment Date** means the fifth Business Day following the date on which the relevant Completion Accounts and the relevant Completion Statement are agreed or determined in accordance with Schedule 6.

**Cash** means the aggregate amount of all unrestricted:

- (a) cash on hand;
- (b) cash standing to the credit of any account with a bank or other financial institution; and
- (c) undeposited checks or other client payments not reflected in the bank cash balances to the extent they were applied against and reduced the related accounts receivable,

in each case to which the Company is beneficially entitled as at the Completion Date and as shown in the Completion Accounts, calculated on a consolidated basis in accordance with the accounting principles, policies, standards, practices, evaluation rules and estimation techniques specified in Clause 4 of this Schedule;

**Completion Accounts** means, for each Company, the consolidated statement of financial position as at the Completion Date (including the notes thereon), as prepared and agreed or determined (as the case may be) in accordance with this Schedule 6;

**Completion Statement** means, for each Company, the statement setting out the amount of the Cash, Indebtedness and Working Capital as shown in, or derived from, the Completion Accounts, together with the resulting calculation of the Initial Consideration, and as prepared and agreed or determined (as the case may be) in accordance with this Schedule 6;

**Expert** means an independent firm of chartered accountants of national repute appointed in accordance with Clause 3 of this Schedule 6 to resolve any dispute arising between the parties in connection with the preparation of the Completion Accounts or the Completion Statement;

**Indebtedness** means, in relation to any of the Companies, the aggregate amount of the borrowings and other financial indebtedness in the nature of borrowing, including (without double counting):

- (a) borrowings from any bank, financial institution or other entity;
- (b) overdrafts of any account with a bank or other financial institution;
- (c) held checks or other vendor payments not reflected in the bank cash balances;
- (d) borrowings from shareholders whether or not substantiated by a note or a similar instrument;
- (e) indebtedness arising under any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (f) obligations under any conditional sale, title retention, forward sale or purchase or any similar agreement or arrangement creating obligations with respect to the deferred purchase price of property (other than customary trade credit given in the ordinary course of trading);

- (g) indebtedness under any hire purchase agreement or finance lease (whether for land, machinery, equipment or otherwise) which is a liability under applicable laws and generally accepted accounting standards, principles and practices in the jurisdiction of incorporation of the relevant Company;
- (h) any indebtedness for monies borrowed or raised under any other transaction that has the commercial effect of borrowing;
- (i) any preference shares or element of preference shares shown as liabilities as required by applicable accounting standards;
- (j) all unpaid accrued interest on any borrowings or indebtedness referred to in the paragraphs above, together with any prepayment premiums or other penalties, fees, expenses or breakage costs arising (or which would arise) in connection with the repayment of any such borrowings or indebtedness on the Completion Date;
- (k) all VAT, payroll tax, and other tax deposits delayed beyond respective statutory deadlines and not in the ordinary course of business including any interest and penalties thereon;
- (l) lease deposits from lessees or sublessees; and
- (m) Unearned Revenue,

in each case as at the Completion Date and shown in the Completion Accounts, calculated on a consolidated basis in accordance with the accounting principles, policies, standards, practices, evaluation rules and estimation techniques specified in Clause 4 of this Schedule.

**Older Debt** means accounts receivable overdue by more than 90 days as at Completion;

**Review Period** means the period of 10 Business Days commencing on the first Business Day after the day on which the relevant Sellers receive the Draft Documents from the relevant Purchaser in accordance with Clause 2.1 of this Schedule 6;

**Unearned Revenue** means any deposits, retainers or prepaid amounts collected from clients for which the work related to such deposits, retainers or prepaid amounts has not yet been performed;

**Working Capital** means the sum of:

- (a) accounts receivable; and
- (b) prepayments of ordinary business expenses in the ordinary course of business;

less the sum of:

- (c) accounts payable;
- (d) accrued purchase orders for subcontracted project services;
- (e) credit card balances on corporate credit cards;
- (f) accrued charges;
- (g) any deposits, retainers or prepaid amounts billed to clients but remaining uncollected from clients;
- (h) VAT and payroll tax liabilities, except those included within Indebtedness; and



- (i) payroll and pension contribution liabilities,

in each case as at the Completion Date and set out in the Completion Accounts, calculated on a consolidated basis in accordance with the accounting principles, policies, standards, practices, evaluation rules and estimation techniques referred to in **Clause 4** of this Schedule, and calculated in a form similar to Schedule 9.

## 2 Preparing the Completion Accounts and Completion Statements

- 2.1 As soon as practicable, and in any event no later than 90 calendar days after the Completion Date, each Purchaser shall prepare and deliver to the relevant Seller(s) for review drafts of the Completion Accounts and the Completion Statement of the relevant Company drawn up in accordance with Clause 4 of this Schedule (together the **Draft Documents**).
- 2.2 The relevant Sellers shall promptly provide the relevant Purchaser (and its agents or advisers) with access to such of their information, books and records as the relevant Purchaser (or its agents or advisers) may reasonably require in connection with the preparation of the Draft Documents.
- 2.3 No later than the last day of the Review Period, the Sellers Representative shall serve a written notice on the relevant Purchaser stating whether or not they agree with the Draft Documents. In the case of any disagreement, the notice (**Dispute Notice**) shall specify in reasonable detail each matter or item in dispute.
- 2.4 During the Review Period, the relevant Purchaser shall upon reasonable notice and during normal business hours, permit the relevant Sellers (and their agents or advisers) to access and review such books and records of the Companies as the relevant Sellers (or their agents or advisers) may reasonably require for the purpose of reviewing the Draft Documents.
- 2.5 If, during the Review Period, the Sellers Representative:
  - (a) serves a written notice on the relevant Purchasers confirming the Sellers' agreement with the Draft Documents, they shall, with effect from the date of service of such notice, constitute the Completion Accounts and the Completion Statement and shall be final and binding on the parties; or
  - (b) fails to serve a Dispute Notice, the Draft Documents shall, with effect from the expiry of the Review Period, constitute the Completion Accounts and the Completion Statement and shall be final and binding on the parties.
- 2.6 If the Sellers Representative serves a Dispute Notice in accordance with Clause 2.3 of this Schedule, the parties shall, during the period of 15 Business Days commencing on the date of service of the Dispute Notice (**Resolution Period**), seek in good faith to reach agreement on the disputed matters. If, before the Resolution Period expires, the disputed matters are:
  - (a) resolved by the parties in writing, the Draft Documents (revised as necessary to reflect the parties' agreement) shall constitute the Completion Accounts and the Completion Statement, and shall be final and binding on the parties with effect from the date of their agreement; or
  - (b) not resolved by the parties in writing, then at any time following the expiry of the Resolution Period either party may, by written notice to the other parties, require the

disputed matters to be referred to an Expert for determination in accordance with Clause 4 of this Schedule.

- 2.7 The Purchasers and the Sellers shall bear and pay their own costs incurred in connection with the preparation, review and agreement of the Completion Accounts and the Completion Statement.

### **3 Expert determination**

- 3.1 If a notice is served by either party pursuant to Clause 2.6(b) of this Schedule, the parties shall use all reasonable endeavours to reach agreement regarding the identity of the person to be appointed as the Expert and to agree terms of appointment with the Expert.

- 3.2 If the parties fail to agree on an Expert and their terms of appointment within 10 Business Days of either party serving details of a proposed Expert on the other, then either party shall be entitled to request the Chairperson of the Luxembourg Institute of Independent Auditors ("*Institut des Réviseurs d'Entreprises*") to appoint the Expert.

- 3.3 Except for any procedural matters, or as otherwise expressly provided in this Schedule, the scope of the Expert's determination shall be limited to determining the unresolved matters in the Dispute Notice only relating to:

- (a) whether the Draft Documents have been prepared in accordance with the requirements of this Schedule;
- (b) whether any errors have been made in the preparation of the Draft Documents; and
- (c) any consequential adjustments, corrections or modifications that are required in order for the Draft Documents to have been prepared in accordance with the requirements of this Schedule.

- 3.4 The parties shall co-operate with the Expert and shall provide (and in the case of the Purchasers shall procure that the relevant Company provides) such assistance and access to such documents, personnel, books and records as the Expert may reasonably require for the purpose of making their determination.

- 3.5 To the extent not provided for in this Clause 3, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of their determination as they consider just or appropriate.

- 3.6 Unless otherwise agreed by the parties, the Expert shall be required to make their determination in writing (including reasons for their determination) and to provide a copy to each party as soon as reasonably practicable and in any event within 60 Business Days of their appointment.

- 3.7 The Expert shall act as an expert and not as an arbitrator. Save in the event of manifest error or fraud:

- (a) the Expert's determination of any matters referred under this Schedule shall be final and binding on the parties; and
- (b) the Draft Documents, subject to any adjustments, corrections or modifications that are

necessary to give effect to the Expert's determination, shall constitute the Completion Accounts and the Completion Statement for the purpose of this agreement.

- 3.8 If an appointed Expert dies or becomes unwilling or incapable of acting, or does not deliver their determination within the period required by this Clause 3:
- (a) the parties shall use all reasonable endeavours to agree on the identity and terms of appointment of a replacement Expert;
  - (b) if the parties fail to agree and appoint a replacement Expert within 10 Business Days of a replacement being proposed in writing by one party, then either party shall be entitled to request a replacement in accordance with Clause 3.2; and
  - (c) this Clause 3 shall apply in relation to each and any replacement Expert as if they were the first Expert appointed.
- 3.9 The parties shall act reasonably and co-operate to give effect to the provisions of this paragraph 3 and shall not do anything to hinder or prevent the Expert from making their determination.
- 3.10 Each party shall bear and pay their own costs incurred in connection with the Expert's determination pursuant to this Clause 3. The Expert's fees and any costs or expenses incurred in making their determination (including the fees and costs of any advisers appointed by the Expert) shall be borne equally between the relevant Purchaser on the one hand and the relevant Seller(s) on the other hand, save for if any amount due to the relevant Sellers, as determined in the Completion Statement by the Expert, is less than 5% more than the amount presented by the relevant Purchaser in the Draft Documents, the relevant Sellers shall bear all costs incurred in connection with the Expert's determination pursuant to this Clause 3.

#### **4 Basis for preparing the Completion Accounts**

The Completion Accounts shall be prepared by applying the same accounting standards, principles, policies and practices (with consistent classifications, judgements, valuation and estimation techniques) that were used in the preparation of the Accounts; and in accordance with applicable laws and generally accepted accounting standards, principles and practices in the jurisdiction of incorporation of the relevant Company, in each case as in force for the accounting period ending on the Accounts Date.

## Schedule 7 Earn-out provisions

1. Within ninety (90) days after each of the twelve (12) quarters following the Completion Date (the “**Earnout Period**”), so long as none of the Wordbee Sellers and the Wordcraft Seller (i) either terminates nor fails to fulfill their respective employment or consulting/services agreements, (ii) and, in the case of any Seller that is an entity, its parents, subsidiaries and Affiliates, fails to act in good faith with Purchasers and with the Companies, and does not disparage nor compete with nor poach employees from Purchasers (or any of its Affiliates) or from any Group Company in accordance with clauses 11.2 (*Employees*) and 11.3 (*Competing businesses*) of this Agreement, the relevant Purchaser will pay or cause to be paid to the Sellers a percentage of Wordbee collected revenue (the “**Revenue Earnout**”) calculated as follows:
  - a) twenty-four percent (24%) of all revenue actually collected by Wordbee until such time as the total Revenue Earnout received by the Sellers is EUR 2,300,000;
  - b) nine percent (9%) of all revenue actually collected by Wordbee following such time as the total Revenue Earnout received by the Sellers exceeds EUR 2,300,000; and
  - c) four point five percent (4.5%) of all revenue actually collected by any Purchaser, or any of their Affiliates, on any referrals from the Sellers or the Companies to such entity (“**Referrals**”), provided that to be entitled to a Referral the Seller or the Company (as applicable) actively arranges a meeting with such prospect; provided further that such Referral amount is subject to sales commission rules of the relevant entity of the Purchaser Group and shall not be payable in the event any representative of the Purchaser Group has a then-current relationship with such potential client (defined as having an existing contract or has made outreach to such prospect within one year of the date of such referral),  
  
in the following proportions:
    - i. 86.9565% of the Revenue Earnout (regardless of the source of any Referral paid under subsection c) above) shall be paid to the Wordbee Sellers in proportion to their respective ownership interest in Wordbee as of the day immediately preceding the date of Completion; and
    - ii. 13.0435% of the Revenue Earnout (regardless of the source of any Referral paid under subsection c) above), shall be paid to the Wordcraft Seller
2. For the avoidance of doubt, (i) no more Revenue Earnout shall be due by the Purchasers to any of the Sellers after the Earnout Period and (ii) the Revenue Earnout shall be calculated with respect to the Wordbee collected revenue only (i.e., excluding any Wordcraft collected revenue).
3. The Revenue Earnout set forth in items a) and b) above shall be payable only on collected sales that come in through either of the Companies’ sales channels, not through the Purchasers or any of their Affiliates or any of their respective divisions or personnel.

4. Pricing Committee approval is required for any corporate (non-LSP) license to be granted by Wordbee which is priced below USD 30,000 annually. The Pricing Committee shall have sole discretion whether or not to approve any such license and any such license not so approved shall not count toward the Revenue Earnout. For the purpose of this clause 4, **Pricing Committee** means Andre Hemker, Britta Aagaard, Matt Hauser and Keith Brazil.
5. Notwithstanding the foregoing, any Revenue Earnout payment to which Sellers are entitled shall be calculated but held for future payment to Sellers upon satisfaction of both of the following conditions ("**Earn-Out Conditions**"): (a) the remaining ten percent (10%) share capital of Wordbee Egypt has been transferred to Wordbee, as shown in the applicable filings which have been approved by the Egyptian government authorities and (b) adoption into Wordbee Purchaser's internal finance/accounting system ("**Project A**") has been signed off on by a representative of the Purchasers ("**Adoption**"). As used herein, **Adoption** means:
  - a) all Wordbee payables to be initiated in and recorded in Project A such that all vendor and administrative costs (direct and indirect) are captured and made available for management reports;
  - b) invoice data, including client name, invoice number, invoice amount, issuance date, due date, and product and service details, is submitted through an application programming interface (API) on at least a daily basis such that billing, collections, and receipts reports can be generated on a weekly basis; and
  - c) Wordbee revenue, labor costs, vendor costs, and miscellaneous expenses can be reported on a monthly basis through Purchaser's internal management reporting tool.
6. Notwithstanding anything to the contrary contained herein, in the event Sellers' licenses to PPD, a current client of Wordbee, fall below thirty-five-thousand Euros (EUR 35,000) in any quarter during the Earnout Period, Sellers hereby agree to forfeit any right to any Revenue Earnout for such quarter. This forfeit shall be applicable for up to six (6) quarters over the Earnout Period.
7. The Sellers Representative shall have the right to review the financial information underlying the calculation of the Revenue Earnout.

## Schedule 8 Form of Wordcraft Share Transfer Deed

UVZ-Nr. [...] / 2023

Register of Deeds no. [...] /2023

Verhandelt  
zu [ ]  
am [ ]2023

Negotiated  
in [ ], Germany  
on [ ] 2023

Vor mir, dem unterzeichnenden Notar,

Before me, the undersigned notary,

[ ]

mit Amtssitz in [ ],  
erschienen heute

with office in [ ], Germany  
the following person appeared today:

1. Andre Hemker, geboren am 20. November 1979, wohnhaft Arndtstraße 76, 04275 Leipzig, ausgewiesen durch Personalausweis,

1. Andre Hemker, born on 20 November 1979, with resident at Arndtstraße 76, 04275 Leipzig, Germany, identified by identity card,

handelnd für sich im eigenen Namen,

acting in his own name,

im Folgenden "**Veräußerer**" genannt,

hereinafter referred to as "**Seller**",

und

and

2. [ ], geboren am [ ], geschäftsansässig c/o [DLA Piper UK LLP, Augustinerstraße 10, 50667 Köln], ausgewiesen durch Personalausweis t,

2. [ ], born on [ ], with business address at c/o [DLA Piper UK LLP, Augustinerstraße 10, 50667 Cologne, Germany], identified by identity card,

handelnd nicht im eigenen Namen, sondern für die

not acting in her own name, but for and on behalf of

**TransPerfect Translations GmbH**, mit Sitz in Berlin, mit Geschäftsanschrift unter Stralauer Allee 2, 10245 Berlin, eingetragen Handelsregister des Amtsgerichts Charlottenburg unter HRB 194771 B,

**TransPerfect Translations GmbH**, with its registered seat in Berlin and registered office at Stralauer Allee 2, 10245 Berlin, registered with the commercial register of the local court of Charlottenburg under HRB 194771 B,

im Folgenden "**Erwerberin**",

hereinafter referred to as "**Purchaser**",

aufgrund Vollmacht vom [ ] 2023, die im Original

by virtue of a power of attorney dated [ ] 2023, the original of which has been presented in original form

vorgelegt wurde und dieser Urkunde als hiermit beglaubigte Kopie beigelegt ist.

and a hereby certified copy of which is attached hereto.

Der Veräußerer und die Erwerberin werden nachfolgend auch als die "**Parteien**" bezeichnet.

The Seller and the Purchaser are hereinafter also referred to as the "**Parties**".

Nach Belehrung über die Angabepflichten nach dem Geldwäschegesetz (GwG) erklärten die Erschienenen, dass die von ihnen vertretenen Parteien bei dem vorliegend zu beurkundenden Geschäft auf eigene Rechnung handeln.

After instruction about the disclosure requirements under the German Money Laundering Act (*Geldwäschegesetz, GwG*), the Appeared declared that the Parties represented by them are carrying out the transaction notarized in this Deed on their own account.

Der in dieser Urkunde in englischer Sprache befindliche Text ist nicht Inhalt dieser Urkunde und dient nur der Vereinfachung. Die Erschienenen erklärten dies ausdrücklich und verzichteten auf das Verlesen.

The English text in this document does not form part of this notarial deed and is for simplification purposes only. The persons appearing declared this expressly and waived an official reading.

Die Erschienenen, handelnd wie angegeben, baten um Beurkundung der nachfolgenden Erklärungen:

The persons appearing, acting as indicated, requested notarization of the following:

## I. GESCHÄFTSANTEILSABTRETUNGS- VERTRAG

### § 1 Vorbemerkung

Die Parteien sind Parteien eines Anteilsverkaufsvertrags vom [◆] 2023 (vgl. **Annex 1** – zu Dokumentationszwecken beigelegt). Die Pflichten des Veräußerers unter diesem Vertrag sollen durch diese Vereinbarung erfüllt werden. Der Veräußerer als alleiniger Gesellschafter der Gesellschaft hat dem Verkauf und dieser Abtretung zugestimmt (vgl. **Annex 2** – zu Dokumentationszwecken beigelegt).

## I. AGREEMENT ON TRANSFER OF SHARES

### § 1 Background

The Parties intended to fulfil the contractual transfer obligation of the Seller under the share sale agreement dated [◆]2023 (see **Annex 1** – attached for documentation purposes) by means of this agreement. The Shareholder as sole shareholder of the Company approved the sale and transfer (see **Annex 2** – attached for documentation purposes).



**§ 2 Geschäftsanteile**

1. Gegenstand dieses Vertrages ist die Wordcraft GmbH, mit Sitz in Leipzig, eingetragen im Handelsregister des Amtsgerichts Leipzig unter HRB 32598 ("**Gesellschaft**").
2. Der Veräußerer hält als Gesellschafter nach der im Handelsregister aufgenommenen Gesellschafterliste vom 12. Februar 2018, 3 Geschäftsanteile im Gesamtnennwert von EUR 25.000 mit den lfd. Nr. 1-3 ("**Geschäftsanteile**") am EUR 25.000 betragenden Stammkapital der Gesellschaft,  
  
Ein Widerspruch ist der Gesellschafterliste im Handelsregister nicht zugeordnet.
3. Die Geschäftsanteile sind voll und in bar eingezahlt.

**§ 3 Abtretung**

1. Der Veräußerer tritt alle Geschäftsanteile an der Gesellschaft mit sofortiger Wirkung an die Erwerberin ab. Die Erwerberin nimmt die Abtretung hiermit an.
2. Vorsorglich vereinbaren Veräußerer und Erwerberin, dass die Abtretung sämtliche Anteile des Veräußerers an der Gesellschaft umfassen soll.
3. Die Geschäftsanteile werden mit allen Rechten und Pflichten abgetreten, insbesondere mit dem Gewinnbezugsrecht für alle nicht ausgeschütteten Gewinne.

**§ 4 Vollmacht**

1. Der Veräußerer erteilt der Erwerberin hiermit unwiderruflich Vollmacht zur

**§ 2 Shares**

1. Subject of this contract is Wordcraft GmbH, with registered office in Leipzig, registered with the commercial register of the local court of Leipzig under HRB 32598 ("**Company**").
2. The Seller holds as shareholder, according to the list of shareholders filed with the commercial register dated 12 February 2018, 3 shares in the total nominal amount of EUR 25,000 with the consecutive numbers 1 through 3 ("**Shares**") of the share capital in the total amount of EUR 25,000 of the Company,  
  
No formal objection is assigned to the list of shareholders in the commercial register.
3. The capital contribution has been made in full and in cash.

**§ 3 Transfer of Shares**

1. The Seller assigns all Shares to the Purchaser immediate effective. The Purchaser hereby accepts the assignment.
2. As a matter of precaution Seller and Purchaser agree that the transfer hereunder shall encompass the transfer of any and all Shares of the Seller in the Company.
3. The Shares are assigned with all rights and obligations, in particular with the right to draw profits for all undistributed profits.

**§ 4 Power of Attorney**

1. The Seller hereby irrevocably grants power-of-attorney to the Purchaser to

Ausübung aller Gesellschafterrechte bei der Gesellschaft in seinem Namen, insbesondere dazu, das Stimmrecht in allen Gesellschafterversammlungen auszuüben.

exercise all rights of a shareholder in the Company in the Seller's name, in particular to exercise the voting rights in all shareholders' meetings.

2. Die Erwerberin ist von den Beschränkungen des § 181 BGB befreit und zur Erteilung von Untervollmachten berechtigt.

2. The Purchaser is exempted from the restrictions imposed by § 181 BGB\* (\*German Civil Code) and authorized to grant sub-power-of-attorney.

### **III. SONSTIGES**

1. Die Gesellschaft hat keinen Grundbesitz und ist auch nicht unmittelbar oder mittelbar an Gesellschaften beteiligt, die über Grundbesitz verfügen.
2. Die Kosten der notariellen Beurkundung sowie die anderen infolge des Abschlusses und der Durchführung dieses Vertrages entstehenden Kosten, einschließlich etwaiger Verkehrssteuern, trägt die Erwerberin. Im Übrigen trägt jede Partei die ihr entstandenen Kosten und Steuern selbst.
3. Sollten eine oder mehrere Bestimmungen dieses Vertrages ganz oder teilweise unwirksam oder nichtig sein oder werden, so soll hierdurch die Wirksamkeit der übrigen Bestimmungen dieses Vertrages nicht berührt werden. Im Fall der Nichtigkeit oder Unwirksamkeit einer Bestimmung wird diese im gegenseitigen Einvernehmen durch eine wirksame und durchführbare Bestimmung ersetzt, die dem wirtschaftlichen Zweck der unwirksamen Bestimmung am nächsten kommt. Gleiches gilt, wenn und soweit sich in diesem Vertrag eine unbeabsichtigte Lücke herausstellen sollte.
4. Änderungen und Ergänzungen dieses Vertrages bedürfen der Schriftform, sofern nicht durch gesetzliche

### **II. MISCELLANEOUS**

1. The Company holds no real property and is not direct or indirect owner of shares in companies which hold real property.
2. The costs of the notarization and the other costs resulting from the conclusion and implementation of this agreement, including any transfer taxes, are borne by the Purchaser. Beyond this, each party shall bear its own expenses and taxes.
3. If any provisions of this agreement are or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions of this agreement. In case of invalidity or ineffectiveness of a provision, this provision shall be replaced upon mutual consent by a provision suitable to achieve the economic purpose of the invalid provision. The same shall apply to any unintended gap in this agreement.
4. Modifications or supplements to this agreement shall only be valid if made in writing, provided there are no statutory

Vorschriften notarielle Beurkundung vorgeschrieben ist. Dies gilt auch für die Aufhebung des Schriftformerfordernisses selbst.

5. Dieser Vertrag unterliegt ausschließlich dem Recht der Bundesrepublik Deutschland.
6. Ausschließlicher Gerichtsstand für alle Verfahrensarten und für alle sich aus oder im Zusammenhang mit diesem Vertrag, seiner Durchführung oder über seine Wirksamkeit ergebenden Streitigkeiten zwischen den Parteien ist Köln.

provisions requiring notarisation. This provision can only be relinquished in writing.

5. This agreement shall exclusively be governed by the laws of the Federal Republic of Germany, both in interpretation and performance.
6. The place of exclusive jurisdiction for all types of proceedings and for all disputes between the parties arising from or in connection with this agreement, its consummation or regarding its validity is Cologne, Germany.

Der Notar wies die Erschienenen insbesondere auf Folgendes hin:

- **Gesellschafterstellung:** Die Erwerberin gilt im Verhältnis zur Gesellschaft erst dann als Inhaber der Geschäftsanteile und damit als Gesellschafter, wenn sie in der im Handelsregister aufgenommenen Gesellschafterliste eingetragen ist. Vorher kann die Erwerberin ihre Gesellschafterrechte gegenüber der Gesellschaft grundsätzlich nicht wirksam ausüben.
- **Gutgläubiger Erwerb von Geschäftsanteilen:** Die Erwerberin kann einen Geschäftsanteil oder ein Recht daran unter bestimmten Voraussetzungen wirksam vom Nichtberechtigten erwerben, wenn die Veräußerin als Inhaber des Geschäftsanteils in der im Handelsregister aufgenommenen Gesellschafterliste eingetragen ist. Dies gilt jedoch nicht, wenn die Liste zum Zeitpunkt des Erwerbs hinsichtlich des Geschäftsanteils

The notary informed the persons appearing in particular about the following:

- **Position as shareholder:** In relation to the Company, the Purchaser is only considered to be owner of the Shares and therewith shareholder of the Company when it has been entered in the list of shareholders filed with the commercial register. Before this has taken place, the Purchaser is generally not in the position to effectively exercise its shareholder rights vis-à-vis the Company.
- **Bona fide acquisition of shares:** The Purchaser may under certain circumstances effectively acquire a share or a right in a share from a non-entitled person if the Seller is registered as the owner of the share in the list of shareholders filed with the commercial register. However, this does not apply if at the time of the acquisition the list in relation to the shares has been incorrect less than three years and the incorrectness is not attributable to the entitled person. A bona fide acquisition

weniger als drei Jahre unrichtig und die Unrichtigkeit dem Berechtigten nicht zuzurechnen ist. Ein gutgläubiger Erwerb ist ferner nicht möglich, wenn der Erwerberin die mangelnde Berechtigung bekannt oder infolge grober Fahrlässigkeit unbekannt ist oder der Liste ein Widerspruch zugeordnet ist.

- **Gesellschafterliste:** Jeder Gesellschafter sollte die im Handelsregister aufgenommene Gesellschafterliste regelmäßig, mindestens aber alle drei Jahre auf ihre Vollständigkeit und Richtigkeit prüfen. Die Eintragungen in der Gesellschafterliste ermöglichen einen gutgläubigen Erwerb von Geschäftsanteilen. Unrichtige Eintragungen in der Gesellschafterliste können den Verlust eines Geschäftsanteils zur Folge haben. Ein Gesellschafter kann seinen Geschäftsanteil somit allein dadurch verlieren, dass eine unrichtige Gesellschafterliste beim Handelsregister eingereicht wird und er dagegen drei Jahre lang nichts unternimmt.
- **Haftung für Rückstände:** Veräußerin und Erwerberin haften für rückständige Beiträge und Leistungen auf der vertragsgegenständlichen Geschäftsanteile.

Diese Niederschrift wurde den Erschienenen von dem Notar in der maßgeblichen deutschen Fassung vorgelesen, lag ihnen nebst Anlage 1 und Anlage 2 zur Durchsicht vor, wurde von ihnen genehmigt und von ihnen und dem Notar eigenhändig wie folgt unterschrieben:

is not possible either if the Purchaser has knowledge of the lack of entitlement or no knowledge due to gross negligence or if a formal objection has been assigned to the list.

- **List of shareholders:** Each shareholder shall regularly, at least every three years, check if the list of shareholders filed with the German commercial register is complete and correct. A person's registration in the Company's list of shareholders enables a third party to acquire the shares from such person in good faith. Any incorrect registration in the list of shareholders may result in a loss of the Shares. A shareholder may thus lose its share in case an incorrect list of shareholders is filed with the commercial register and he does not take action against this.
- **Liability for outstanding contributions:** Seller and Purchaser are liable for outstanding contributions on the Shares.

The aforementioned recording was read to the persons appearing by the notary in the German language version, was available to them for perusal including Annex 1 and Annex 2, was approved by them and was signed by them and the notary by their own hand as follows:

***Annex 1***

***Annex 2***

## Schedule 9 Working Capital calculations

Wordbee S.a r.l.  
Wordbee Working Capital calculation  
in EUR

original account code and name	English account name	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
18813000 Provisions d'exploitation	Operating provisions	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	(25,000)
40110000 Clients	Customers	578,508	443,263	282,202	296,203	336,266	385,812	557,429
40140000 Clients - Factures à établir	Trade receivables - Unbilled revenue	44,467	44,467	44,467	120,541	6,506	-	10,773
40141000 Notes de crédit à établir	Credit notes to be drawn up	(14,558)	(14,558)	(14,558)	(14,558)	(14,558)	(4,606)	-
40150000 Clients créditeurs	Trade accounts payable	-	-	-	-	-	(125)	(125)
42148000 ACD – Autres créances	ACD - Other receivables	-	-	-	-	-	-	-
42161100 TVA en amont	Input VAT	-	3,382	7,074	-	5,310	11,979	-
42161150 Report TVA amont	Input VAT deferral	65,204	-	-	70,288	70,288	70,288	28,145
42161300 TVA acomptes versés	VAT on account	-	-	-	-	-	-	-
42181101 TVA Allemagne en amont	German input VAT	-	-	-	-	-	-	-
42181131 Paiement TVA Allemagne	German VAT payment	-	-	-	-	-	-	-
42181161 Report TVA Allemagne	VAT Germany carry-over	2,352	2,318	2,318	2,318	2,318	2,318	2,318
44111000 Fournisseurs	Trade payables	(124,275)	(119,088)	(156,738)	(95,181)	(149,265)	(185,145)	(144,115)
44112000 Fournisseurs-Factures non parvenues	Trade payables - Unpaid invoices	(29,571)	(703)	-	(91,891)	(28,159)	(9,758)	(9,755)
44113000 Fournisseurs débiteurs	Trade payables	-	-	4,379	4,379	4,379	5,351	971
44113110 Avances charges locatives	Advance rental charges	-	-	-	-	-	-	-
44113300 Fournisseurs-Autres avoirs	Suppliers-Other credit balances	-	-	40,750	40,750	40,750	40,750	-
46124000 Retenue d'impôts sur salaires	Withholding tax on salaries	(0)	-	-	-	(7,206)	(7,206)	-
46141100 TVA en aval	Output VAT	-	(1,390)	(1,543)	-	-	(240)	-
46141300 TVA acomptes reçus	VAT down payments received	-	-	-	-	-	-	-
46141899 Tva - reports	VAT - deferrals	-	65,204	65,204	-	-	-	-
46151001 TVA Allemagne en aval	Output VAT Germany	-	-	-	-	-	(24)	(24)
46151010 TVA France en aval	Output VAT France	-	(45)	(45)	(45)	(45)	-	-
46151018 TVA Pays-Bas en aval	Output VAT Netherlands	-	-	(26)	(26)	(26)	-	-
46151020 TVA Portugal en aval	Output VAT Portugal	-	-	-	-	-	-	-
46151031 Report TVA Allemagne	Carry-over VAT Germany	(90)	(90)	-	-	-	-	-
46151032 Report TVA Portugal	Carry-over VAT Portugal	(29)	(29)	-	-	-	-	-
46151034 Report TVA France	VAT France carried forward	(25)	(25)	-	-	-	-	-
46210000 Centre Commun de Sécurité Sociale	Center Commun de Sécurité Sociale (CCSS)	(6,229)	(5,005)	(11,059)	(12,379)	(12,663)	(12,818)	(12,818)
47141000 Rémunérations dues	Remuneration due	-	-	-	-	-	-	-
48100000 Charges à reporter	Deferred charges	14,448	-	-	-	-	13,259	15,055
	Working Capital	523,202	410,701	255,426	313,400	246,896	302,834	422,855
	Trailing 6-mo average	318,942	346,306	360,525	382,096	361,436	342,077	325,352
	Agreed Wordbee S.a r.l. Working Capital							340,000
	Agreed Wordbee Egypt Working Capital							40,000
	Agreed Wordbee USA Working Capital							(50,000)
	<b>Wordbee Target Working Capital</b>							<b>330,000</b>



Wordcraft GmbH  
Wordcraft Working Capital calculation  
in EUR

account number	account name	English account name	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
1200	Forderungen aus L+L	Receivables from L+L	137,492	116,883	94,956	100,219	112,217	112,863	95,937
1248	Pauschalwertberichtigung Forderg./b.1J	Flat-rate allowance requirement/b.1Y	(839)	(839)	(839)	(839)	(839)	(839)	(839)
1350	Kautionen	Deposits	(0)	(0)	(0)	(0)	(0)	(0)	(0)
1360	Darlehen (sonstige VermG)	Loans (other assets)	-	-	300	300	300	-	-
1401	Abziehbare Vorsteuer 7%	Deductible input tax 7%	-	-	-	-	9	11	11
1404	Abziehbare Vorsteuer aus EU-Erwerb 19%	Deductible input tax from EU acquisition 19%	-	2	41	41	41	41	41
1406	Abziehbare Vorsteuer 19%	Deductible input tax 19%	-	1,218	3,006	3,935	5,284	6,434	7,954
1407	Abziehbare Vorsteuer § 13b UStG 19%	Deductible input tax § 13b UStG 19%	-	1,827	3,771	3,199	4,184	6,243	7,397
1408	Abziehbare Vorsteuer § 13b UStG	Deductible input tax § 13b UStG	-	2	2	2	2	2	2
1462	Kreditkarte	Credit Card	-	181	770	1,498	2,028	2,094	2,677
3070	Sonstige Rückstellungen	Other provisions	(5,952)	(5,952)	(5,952)	(5,952)	(5,117)	(3,753)	(3,753)
3095	Rückstellungen für Abschluss u. Prüfung	Provisions for financial statements and Review	(5,445)	(5,445)	(5,445)	(5,445)	(5,445)	(5,445)	(3,398)
3096	Rückstellungen für Aufbewahrungspflicht	Provisions for retention obligation	(2,200)	(2,200)	(2,200)	(2,200)	(2,200)	(2,200)	(2,200)
3300	Verbindlichkeiten aus Lieferungen+Leist.	Trade payables+Leist.	(17,348)	(16,263)	(34,459)	(9,426)	(6,186)	(1,165)	(8,468)
3720	Verbindlichkeiten aus Lohn und Gehalt	Payables	-	(2,471)	-	-	-	-	-
3730	Verbindlichk. Lohn- und Kirchensteuer	Binding Wage and church tax	(5,162)	(4,898)	(5,150)	(5,090)	(4,977)	(5,104)	(5,013)
3759	Voraus.Beitrag ggb. Sozialversich.träger	Advance Contribution Social insurance provider	-	-	-	-	(33)	-	-
3804	Umsatzsteuer aus EU-Erwerb 19%	VAT from EU acquisition 19%	-	(2)	(41)	(41)	(41)	(41)	(41)
3806	Umsatzsteuer 19%	VAT 19%	-	(965)	(3,871)	(7,516)	(9,700)	(11,220)	(13,131)
3820	Umsatzsteuer-Vorauszahlungen	VAT advance payments	-	-	-	1,628	5,195	7,007	8,234
3835	Umsatzsteuer nach § 13b UStG	VAT pursuant to § 13b UStG	-	(2)	(2)	(2)	(2)	(2)	(2)
3837	Umsatzsteuer nach § 13b UStG 19%	VAT pursuant to § 13b UStG 19%	-	(1,827)	(3,771)	(3,199)	(4,184)	(6,243)	(7,397)
3841	Umsatzsteuer Vorjahr	Sales tax previous year	6,149	(3,063)	(3,063)	(3,063)	(3,063)	(3,063)	(3,063)
	Working Capital		106,696	76,185	38,054	68,049	87,475	95,620	74,949
	Trailing 6-mo average							78,680	73,389
	Agreed Wordcraft GmbH Working Capital								75,000
	<b>Wordcraft Target Working Capital</b>								<b>75,000</b>

# Signature page

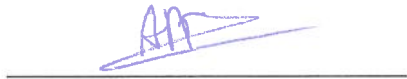
This Agreement has been signed in as many original copies as parties on the day and year stated above, each Party and the Companies acknowledging receipt of one original copy.

## The Wordbee Sellers

**Mr. José Vega**



**Mr. Maxime Appolonia**



**Activos Lingüísticos S.L.**

Name: Amadeo Barba Huerga  
Title: Authorised signatory

**HM Investment Limited**

Name: Chan Wai Lin  
Title: Director

## The Wordcraft Seller

**Mr. Andre Hemker**

---

**Dr. Stephan Dädalus Böhmig**

**Ms. Anita Sempels**



**Mr. Daniel Johnson**

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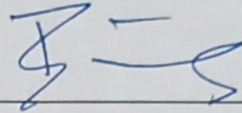
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**HM Investment Limited**

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Name: Chan Wai Lin

Title: Director

## The Wordcraft Seller

**Mr. Andre Hemker**



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**Dr. Stephan Dädalus Böhmig**

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**Ms. Anita Sempels**

---

**Mr. Daniel Johnson**

---

**The Wordbee Purchaser**

**TRANSPERFECT LUXEMBOURG S.à r.l.**



Name: Angela O'Sullivan

Title: Manager and authorised signatory

**The Wordcraft Purchaser**

**TRANSPERFECT TRANSLATIONS GmbH**



Name: Angela O'Sullivan

Title: Authorised signatory

**The Companies**

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**WORDBEE S.à r.l.**

\_\_\_\_\_  
Name: José Vega  
Title: Authorised signatory

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Name: Stephan Dädalus Böhmig  
Title: Authorised signatory

**WORDCRAFT GmbH**

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Name: Andre Hemker  
Title: Managing director



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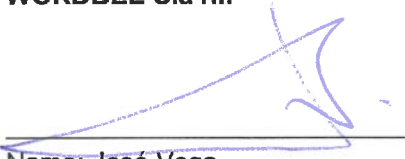
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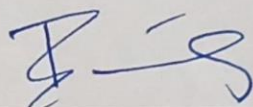
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