

**ARTICLES OF ASSOCIATION
OF
[RIPE NCC Middle East FZ-LLC]**

**A Free Zone Company
Incorporated in the Dubai Development Authority Zone**

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles:

"AED" means UAE Dirhams, the lawful currency of the UAE;

"Authority" means the Dubai Development Authority;

"Articles" means these Articles of Association;

"Board" means the board of directors of the Company from time to time;

"Company" means **[RIPE NCC Middle East FZ-LLC]**;

"DIFC" means the Dubai International Financial Centre;

"DIFC Courts" means the DIFC Court of First Instance and the DIFC Court of Appeal, as established under Article 3 of Dubai Law No. 12 of 2004 and pursuant to Dubai Law No. 9 of 2004;

"Director" means a member of the Board;

"General Manager" means the natural person appointed from time to time by the Board in accordance with the Private Companies Regulations;

"Licensing Regulations" means the regulations promulgated by the Authority in respect of any trade or business to be engaged in or carried on in the Zone including the Licensing Categories Decisions issued under it and as the same as may be amended from time to time;

"Member" means the person whose name is entered in the register of members of the Company as the holder of the Shares;

"Ordinary Resolution" means a resolution of a duly constituted general meeting of the members in respect of which notice of intention to propose the resolution has been given, and that has been passed by a simple majority of the votes cast on behalf of the shares entitled to vote on the resolution through or on behalf of the members present in person or by proxy and voting at the meeting;

"Private Companies Regulations" means the Private Companies Regulations of 2016 issued by the Authority, as may be amended from time to time;

"Shares" means shares in the issued share capital of the Company;

"Special Resolution" means a resolution of a duly constituted general meeting of the members in respect of which notice of intention to propose the resolution has been given, and that has been passed by the vote of members holding at least 75% of the Shares entitled to vote on the resolution present in person or by proxy and voting at the meeting;

"UAE" means the United Arab Emirates; and

"Zone" means the free zone established in accordance with Law No. 15 of 2014 of the Emirate of Dubai.

1.2 Unless the context otherwise requires:

- 1.2.1 words in the singular shall include the plural and vice-versa;
- 1.2.2 words in the masculine shall include the feminine; and
- 1.2.3 words relating to persons shall include any natural person or body corporate, including a company, partnership, government entity or state.
- 1.3 The word "may" shall be construed as permissive and the word "shall" as imperative.
- 1.4 The headings herein are for convenience only and shall not affect the construction of these Articles.

2 NAME OF THE COMPANY

The name of the Company is [**RIPE NCC Middle East FZ-LLC**]

3 REGISTERED OFFICE

The Company shall at all times maintain an office in the Zone, which shall be its registered office.

4 OBJECTS OF THE COMPANY

- 4.1 The Company's objects are to carry on business in pursuit of the activities described under the licence issued to the Company under the Licensing Regulations and to do any and all other things that are, in the opinion of the directors, incidental or conducive to such objects, or the exercise of any or all of its powers in accordance with the Private Companies Regulations, the Licensing Regulations or other legislation administered by the Authority.
- 4.2 The Company has all of the powers required to achieve its objects as set out in these Articles.

5 DURATION OF THE COMPANY

The duration of the Company shall be fifty (50) Gregorian years, commencing on the date of the registration of the Company in accordance with the Private Companies Regulations. Such period may be extended or shortened by a Special Resolution.

6 SHARES AND SHARE CAPITAL

- 6.1 The issued paid up capital of the Company is AED 50,000.00 (AED Fifty thousand) represented by 50 (fifty) Shares.
- 6.2 The capital of the Company shall be divided into shares with a nominal value of AED 1,000.00 (One Thousand)
- 6.3 The issued paid up capital is divided amongst the members in the following manner:
 - 6.3.1 Reseaux IP Europeens Network Coordination Centre (RIPE NCC), a company incorporated under the laws of The Netherlands with Chamber of Commerce registration number 40539632 and whose registered office is at Stationsplein 11, 1012AB Amsterdam hereby subscribes for 50 (fifty words) shares at a price of AED 50,000.00 (AED in words), representing 100% of the issued share capital of the Company.
- 6.4 A certificate shall be issued to the members in respect of all Shares held by each member upon the contribution of capital for such Shares in accordance with the Private Companies Regulations. No Share shall be issued except as fully paid up. No Share shall be issued in bearer form.
- 6.5 All Shares shall be of the same class.
- 6.6 Subject to any required approval by the Authority, the share capital of the Company may be altered by a Special Resolution in accordance with the relevant process set out in the Private Companies Regulations.

6.7 The Company may purchase its own Shares (including any redeemable shares) in accordance with the Private Companies Regulations.

6.8 The liability of the members of the Company is limited to the amount of Shares held by each of them.

7 TRANSFER OF SHARES

7.1 Shares may be transferred only pursuant to a duly executed instrument of transfer in accordance with the Private Companies Regulations.

7.2 Any transfer of Shares shall be effective only following the registration of the transfer of Shares with the Registrar.

8 TRANSFER OF SHARES BY MEMBER'S REPRESENTATIVE

8.1 The legal representative, guardian or heirs, as the case may be, of a deceased, incompetent or bankrupt member (the "Member's Representative") shall be the only persons recognised by the Company as having any title to the member's Shares following the death, incapacity or bankruptcy of the member.

8.2 Any person becoming entitled by operation of law or otherwise to Shares in consequence of the death, incompetence or bankruptcy of a member may be registered as the member upon such evidence being produced as may reasonably be required by the Board. An application made by a Member's Representative to be registered as the member for all purposes, shall be deemed to be a transfer of the Shares of the deceased, incompetent or bankrupt member and the Board shall treat it as such. For the avoidance of doubt, a Member's Representative may be an existing member of the company.

9 CONVENING OF GENERAL MEETINGS

9.1 If the entire Company's shares are held by one member, this member can take and sign resolutions by its appointed representative in place of any requirement to hold or determine any matter at a general meeting.

9.2 The directors may call general meetings and, on the requirement of members pursuant to the Private Companies Regulations, shall call a general meeting within 21 calendar days from the date on which the directors become subject to the requirement.

9.3 A general meeting may be called by shorter notice if it is so agreed by one or more members having a right to attend and vote at the meeting, holding not less than 95% of the issued share capital represented by the Shares giving a right to attend and vote at the general meeting.

9.4 The notice shall specify the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting.

10 QUORUM FOR GENERAL MEETINGS

10.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the members present at the meeting do not constitute a quorum. If the Company has only one member entitled to attend and vote at the meeting, one qualifying person present at the meeting and entitled to vote is a quorum.

10.2 At any general meeting, but not including an adjourned meeting, the quorum shall be one or more members, present in person or by proxy, holding at least 75% of the issued share capital of the Company.

10.3 If a quorum is not present within half an hour of the time at which the meeting was due to start, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. No matters shall be considered at an adjourned meeting other than matters that might have been considered at the meeting had the adjournment not taken place. It is not necessary to give notice of the adjourned meeting unless the

meeting was adjourned for 14 calendar days or more, in which case at least seven calendar days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the matters to be considered. The quorum for an adjourned meeting shall be one or more members, present in person or by proxy, holding at least 50% of the issued share capital of the Company.

- 10.4 Where the Company has more than one member entitled to attend and vote at a meeting, one qualifying person present at the meeting and entitled to vote as:

10.4.1 The duly authorised corporate representative of two or more corporations, each of which is a member entitled to attend and vote upon the business to be transacted at the meeting; or

10.4.2 a proxy duly appointed by two or more members entitled to attend and vote upon the business to be transacted at the meeting,

is a quorum.

11 PROCEEDINGS AT GENERAL MEETINGS

- 11.1 Directors may attend and speak at general meetings and at any separate meeting of the members, whether or not they are members.

- 11.2 Any member elected by other members present at any such meeting may be a chairman. In the case of an equality of votes on a show of hands or a poll, the chairman of the meeting shall be entitled to a casting vote.

- 11.3 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Private Companies Regulations.

- 11.4 Subject to any rights or restrictions attached to any Shares, whether or not such rights or restrictions are set out in the Articles, on a vote on a resolution:

- 11.4.1 on a show of hands at a meeting:

(a) every member present (but not being present by proxy) and entitled to vote on the resolution has one vote; and

(b) every proxy present who has been duly appointed by a member entitled to vote on the resolution has one vote, except where:

(i) that proxy has been duly appointed by more than one member entitled to vote on the resolution; and

(ii) the proxy has been instructed:

(A) by one or more of those members to vote for the resolution and by one or more of those members to vote against the resolution; or

(B) by one or more of those members to vote in the same way on the resolution (whether for or against) and one or more of those members has given the proxy discretion as to how to vote,

in which case, the proxy has one vote for and one vote against the resolution; and

- 11.4.2 on a poll taken at a meeting, every member present and entitled to vote on the resolution has one vote in respect of each Share held by the relevant member or members in accordance with the Private Companies Regulations.

- 11.5 A member (or a proxy) may participate in a general meeting through the medium of conference telephone or similar form of communications equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. The general meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

- 11.6 An Ordinary Resolution or a Special Resolution may be passed in writing in accordance with the Private Companies Regulations.
- 11.7 An Ordinary Resolution or a Special Resolution in writing may consist of several instruments in the same form each duly signed by or on behalf of one or more of the members.

12 APPOINTMENT OF PROXY

- 12.1 A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a meeting or meetings of the Company.

13 MEMBERS' RESERVE POWER AND EFFECT OF ALTERING ARTICLES

- 13.1 The members may, by Special Resolution, direct the directors to take, or refrain from taking, specified action.
- 13.2 No such Special Resolution invalidates anything which the directors have done before the passing of the resolution.
- 13.3 No alteration of the Articles invalidates anything which the directors have done prior to the alteration.
- 13.4 The following powers shall be reserved to the member/members:
- 13.4.1 Setting up another legal entity, subsidiary, branch and or acquiring shares or part of any other entity whether directly or indirectly.
- 13.4.2 any transaction with any director including but not limited to all transactions of any kind with or without consideration with any Subsidiary or Affiliate;
- 13.4.3 Any change to the accounting principles of the Company;
- 13.4.4 the declaration, distribution, payment or retention of any dividend of the Company;
- 13.4.5 any transaction or arrangement likely to have the effect of the Company acquiring rights or interests or incurring obligations or liabilities the value of which is greater than AED 2,000,000 [United Arab Emirates Dirhams two million];
- 13.4.6 any amendments to any of the Company's, bank mandates/limits, including, without limitation, any changes to any of the signatories;
- 13.4.7 the making of any petition or passing of any resolution for winding-up the Company;
- 13.4.8 the making of or any arrangement with creditors generally or any application for an administration order or for the appointment of a receiver or administrator in relation to the Company;
- 13.4.9 any major transaction or transaction involving the disposal of a material proportion of the Company's assets including any intellectual property rights, any transaction having a value of more than AED 2,000,000 [United Arab Emirates Dirhams two million] of the Company, payable at once or in instalments and regardless of the term or length of the transaction;
- 13.4.10 the entering of the Company into a merger with another company or business entity;
- 13.4.11 any borrowings, guarantees, indemnities or other contingent commitments or granting any security over assets of the Company including any intellectual property rights;
- 13.4.12 the provision by the Company of any guarantee or indemnity or the assumption of another contingent commitment to make any payment, incur any obligation or act as surety other than in connection with the Company's ordinary business for the time being;

13.4.13 the approval or termination of any director's service agreement, or other such agreement between the Company, Subsidiary or Affiliate and a Director;

13.4.14 the granting of any power of attorney (other than to legal counsel) by directors other than to a director or the general manager.

14 DIRECTORS

14.1 The Company shall have a Board which shall manage the business of the Company and may exercise all the powers of the Company that are not reserved for the member/members.

14.2 The number of directors shall be four. The members shall appoint the chairman who shall have a casting vote.

14.3 The members may appoint an individual who is willing to act as a director, and is permitted by law to do so, by Ordinary Resolution and may remove a director from office by Ordinary Resolution.

14.4 The Board shall exercise all such powers and do all such acts and things on behalf of the Company as the Company is authorised to do.

14.5 A director holds office until the date of his earlier death, resignation or removal by the members in accordance with the Private Companies Regulations.

15 DIRECTORS MAY DELEGATE

15.1 The directors may delegate any of their powers and authorities:

15.1.1 to any one of them, the General Manager;

15.1.2 by such means (including by power of attorney or otherwise);

15.1.3 to such an extent;

15.1.4 in relation to such matters or territories; and

15.1.5 on such terms and conditions,

as they think fit.

15.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

15.3 Where a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee or a member of a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee or a member of a committee.

15.4 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

16 COMMITTEES

16.1 Committees to which the directors delegate any of their powers must follow procedures which are based (as far as they are applicable) on those provisions of the Articles which govern the taking of decisions by the directors.

16.2 ALTERNATE DIRECTORS.

Not applicable

17 DIRECTORS' MEETINGS

17.1 The directors may regulate their proceedings as they think fit. Any director may, and the secretary at the request of a director shall, call a meeting of the directors. A director

may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively.

- 17.2 The quorum for the transaction of the business of the Board may be fixed by the directors and unless so fixed at any other number shall be a majority of the directors.
- 17.3 Questions arising at a meeting of the Board shall be decided by a majority of votes, each director being entitled to one vote.
- 17.4 The members may appoint one of the directors to be the chairman of the Board and may vest in him a second or casting vote and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within 10 minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 17.5 A director may participate in a meeting of the Board or a committee of the Board through the medium of conference telephone, electronic form, or similar form of communications equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Private Companies Regulations, all business transacted in this way by the Board or a committee thereof is for the purposes of the Articles deemed to be validly and effectively transacted at a meeting of the Board or of a committee thereof although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 17.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of the Board, or of a committee thereof, shall be as valid and effectual as if it has been passed at a meeting of the Board, or a committee thereof, duly convened and held. The resolution may consist of several documents in the like form each signed by one or more directors. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 17.7 If the Board is unable to pass a resolution, in relation to proposed matter, in accordance with the voting mechanism set out in Article 18.3, then a deadlock shall be deemed to have occurred (the "Deadlock"). Whenever a Deadlock is deemed to have occurred, the chairman of the Board shall refer the matter to the members and the relevant matter shall be determined at the general meeting.

18 SECRETARY

- 18.1 Not applicable

19 RECORDS OF PROCEEDINGS

- 19.1 The directors shall cause minutes to be made in books kept for the purpose of all:
 - 19.1.1 appointments of officers made by the directors;
 - 19.1.2 proceedings of the directors, and of committees of directors, including the names of the directors present at each such meeting; and
 - 19.1.3 directors' written resolutions.
- 19.2 The directors or the secretary shall keep records comprising copies of all proceedings of general meetings.
- 19.3 Any such minutes shall be signed by the person presiding over the proceedings of the meeting.

- 19.4 Minutes prepared in accordance with this Article 20 shall be kept by the secretary or any other officer of the company, for at least 8 years from the date of the decision, at the registered office of the company and shall be evidence of the proceedings, until the contrary is proved, the proceedings are deemed to have duly held.

20 DIRECTORS INDEMNITY

The Company shall indemnify every director or other officer of the Company in respect of any liability incurred in defending any proceedings to the extent allowed by the law (other than as a result of the fraudulent or unlawful act or omission or any wilful misconduct on the part of such person).

21 GENERAL MANAGER

- 21.1 The General Manager shall be appointed (and removed) by the directors for such term, at such remuneration, and upon such conditions, as the directors may think fit.

- 21.2 The powers of the General Manager and any limitations on such powers (including the right to delegate any of his powers) shall be determined by the following:

- the right to lease, or rent any real estate property;
- the right to execute, accept, undertake and perform all contracts in the RIPE NCC Middle East FZ-LLC's related to non-financial commitments and up to AED 50,000 in relation to financial commitments;
- the right to open, operate and close bank accounts in the name of the RIPE NCC Middle East FZ-LLC;
- the right to deposit, and withdraw funds to or from any of the RIPE NCC Middle East FZ-LLC's bank accounts or safe deposit box up to an amount of AED 50,000;
- the right to initiate, defend, commence or settle legal actions on the RIPE NCC Middle East FZ-LLC's behalf;
- the right to retain any accountant, attorney or other adviser deemed necessary to protect the RIPE NCC Middle East FZ-LLC's interests relative to any foregoing unlimited power.
- the right to handle daily managerial activities
- the right to delegate powers to other roles within the RIPE NCC Middle East FZ-LLC
- the right to make tax payments and internal bank transactions
- the right to determine and/or amend the remuneration and terms and conditions of employment of RIPE NCC Middle East FZ-LLC staff
- the right to register with the relevant authorities their signatory powers or part thereof to other individuals

- 21.3 The first General Manager of the Company will be nominated as such in the official completed application form for incorporation of the Company and shall hold such appointment until such time as the directors shall otherwise determine.

- 21.4 The General Manager holds office until his earlier death, resignation or removal by the Board in accordance with the Private Companies Regulations.

22 FINANCIAL YEAR

- 22.1 The financial year of the Company shall commence on 1st of January and shall end on 31st of December in each year, with the exception of the first financial year, which shall

commence on the date of the registration of the Company in the register of companies maintained by the Registrar and end on 31st of December of the following year.

- 22.2 The Board may, by notice to the Authority in the form prescribed by the Authority, specify a new financial year provided that in no circumstance may the financial year of the Company be shorter than six months or exceed 18 months.

23 COMPANY FINANCIAL STATEMENTS

The Board shall cause financial statements to be prepared and approved in relation to each financial year of the company in accordance with Private Companies Regulations.

24 DISTRIBUTIONS

Subject to the Private Companies Regulations, the Company may from time to time make a distribution, whether in cash or otherwise, in accordance with Private Companies Regulations.

25 NOTICES

Save where these Articles or the Private Companies Regulations expressly require otherwise, any notice, document or information to be sent or supplied by the Company may be sent or supplied in hard copy form or in electronic form.

26 AMENDMENT OF THESE ARTICLES

- 26.1 The members may amend these Articles from time to time pursuant to a Special Resolution.
- 26.2 Any amendment shall only take effect only when the same has been accepted for registration by the Registrar in accordance with the Private Companies Regulations.

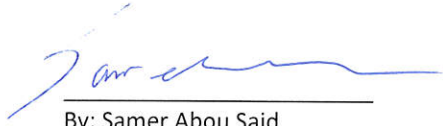
27 GOVERNING LAW AND COURT JURISDICTION

- 27.1 These Articles are governed by and shall be construed in accordance with the laws of the United Arab Emirates.
- 27.2 The DIFC Courts have exclusive jurisdiction to settle any dispute arising from or connected with these Articles (including a dispute regarding the existence, validity or termination of these Articles or relating to any non-contractual or other obligation arising out of or in connection with these Articles) or the consequences of its nullity (a "Dispute").
- 27.3 The undersigned, being the members of the Company, irrevocably submit to the jurisdiction of the DIFC Courts and waive any objection they may have to any Dispute being heard in the DIFC Courts on the grounds that it is an inconvenient forum (forum non conveniens).

28 GENERAL

- 28.1 Subject to these Articles, the provisions of the Private Companies Regulations that are not expressly set out in these Articles shall apply. To the extent that there is an express inconsistency between the provisions of the Private Companies Regulations and these Articles the provisions of these Articles shall prevail provided that such provisions comply with any minimum requirements set out in the Private Companies Regulations.
- 28.2 These Articles constitute the entire agreement, and supersedes any previous agreements, memorandum of association or articles of association entered into between the members relating to the Company. Nothing in this Article 29.2 shall have the effect of limiting any liability arising from fraud, wilful misconduct or wilful concealment.

Signed for and on behalf of
Reseaux IP Europeens Network Coordination Centre



By: Samer Abou Said

Title: Legal Representative.

Date: 08 February 2024.