

LIMITED PARTNERSHIP AGREEMENT

OF

SIGNA Prime Capital Market S.C.S.

société en commandite simple

Siège social: 5, RUE HEIENHAFF, L-1736 SENNINGERBERG

(the “Partnership”)

23 OCTOBER 2020

Limited Partnership Agreement

among

1. **SIGNA Prime Selection AG**, a *Aktiengesellschaft*, incorporated and existing under the laws of Austria, registered with the Austrian Trade and Company Register under number FN 353435h, having its registered office at Maria-Theresien-Straße 31, A-6020 Innsbruck, Austria,

– the “**Limited Partner**”–,

and

2. **SIGNA Prime Finance Management S.à r.l.**, a *société à responsabilité limitée*, incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with the register of trade and companies of Luxembourg under number B236521, having its registered office at 5, rue Heienhaff, L-1736 Senningerberg,

– the “**General Partner**”–,

– collectively referred to as the “**Parties**” –.

Recitals

- (A) The Parties shall be the sole founding partners of this common limited partnership (*société en commandite simple*) **SIGNA Prime Capital Market S.C.S.**, to be established and to exist under the laws of Luxembourg, and to be registered with the register of trade and companies of Luxembourg (the “**Partnership**”).
- (B) The General Partner and the Limited Partner are together referred to as the “**Partners**”.

NOW, THEREFORE, it is hereby agreed to enter into the following limited partnership agreement dated and effective as of 23 October 2020 (the “**Partnership Agreement**”):

Section 1 – Form

- 1.1 There exists a “*société en commandite simple*” (hereafter the “**Partnership**”), governed by Luxembourg law.

Section 2 – Denomination

- 2.1 The Partnership’s name is “**SIGNA Prime Capital Market S.C.S.**”.

Section 3 – Object

- 3.1 The purpose of the Partnership is the raising of funds especially through borrowing in any form or by issuing any kind of notes, securities or debt instruments, bonds and debentures and generally issue securities of any type.
- 3.2 The Partnership may further guarantee, grant security, grant loans or otherwise assist the companies in which it holds a direct or indirect participation or right of any kind or which form part of the same group of companies as the Partnership.
- 3.3 The Partnership may hold participations in any form whatsoever in Luxembourg and foreign companies, limited partnerships or other entities and any other form of investment, the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of securities of any kind and the administration, management, control and development of its portfolio in view of its realisation by sale, public offering exchanges or otherwise.

Section 4 – Registered Office

- 4.1 The Partnership has its registered office at 5, rue Heienhaff, L-1736

Senningerberg.

- 4.2 The General Partner is authorised to move the registered office within the same municipality as well as to any other municipality within the Grand Duchy of Luxembourg, in which case the preceding paragraph will be deemed amended accordingly with effect as of the date of such transfer.
- 4.3 If extraordinary political or economic events occur or are imminent, which might interfere with the normal activity at the registered office, or with easy communication between this office and abroad, the registered office may be declared to have been transferred abroad provisionally until the complete cessation of these abnormal circumstances. Such decision, however, shall have no effect on the nationality of the Limited Partnership. Such declaration of the transfer of the registered office shall be made and brought to the attention of third parties by the General Partner.

Section 5 – Duration

- 5.1 The Partnership is constituted for an unlimited period.
- 5.2 The life of the Partnership does not come to an end by death, suspension of civil rights, liquidation, bankruptcy or insolvency of any Partner (including the General Partner) or manager.

Section 6 –Partnership Interests

- 6.1 The Partnership can issue the following classes of partnership interests:
- unlimited partnership interest(s) (the “**Unlimited Partnership Interest(s)**”), which can be held only by the general partner(s) (*associé(s) commandité(s)*), and
 - limited partnership interest(s) (the “**Limited Partnership Interest(s)**”) which can be issued in several classes.
- 6.2 The Limited Partnership Interest(s) and the Unlimited Partnership Interest(s) shall be referred to together as the “**Partnership Interest(s)**”.
- 6.3 Each Partner shall receive one (1) interest in the Partnership for each one euro (EUR 1.00) contributed to the partnership as a capital contribution.
- 6.4 The General Partner has made an initial capital contribution to the Partnership in an amount of one euro (EUR 1.00) in exchange for one (1) Unlimited Partnership Interest.
- 6.5 The Limited Partner has made an initial capital contribution to the Partnership in an amount of nine hundred ninety-nine euro (EUR 999) in exchange for nine

hundred ninety-nine (999) Limited Partnership Interests.

- 6.6 The capital of the Partnership may be increased by the sole decision of the General Partner which shall be subject to the restrictions set out in Section 7. In order to do so, the General Partner is entitled to issue at its sole discretion new Limited Partnership Interests of any class, in exchange for the payment of the subscription price by the new or existing Limited Partners, subject to the condition that the Partnership Interests held by the General Partner in any class must always remain below 5% (five percent) of the total Partnership Interest.
- 6.7 The General Partner may also at its sole discretion decide to decrease the Partnership Capital in accordance with the provisions of the law by redeeming any Partnership Interest from the holder subject to the condition that the Partnership Interests held by the General Partner in any class must always remain below 5% (five percent) of the total Partnership Interests, and that there is always at least one Unlimited Partnership Interest and one Limited Partnership Interest in issue.
- 6.8 The Partnership may accept contributions without issuing Partnership Interests or other securities in consideration and may allocate such contributions to one or more reserves. Decisions as to the distribution of any such reserves are to be taken by the general meeting of partners. The reserves may, but do not need to, be allocated to the contributor, as it may be decided at the time such contributions are made to the Partnership.
- 6.9 The General Partner shall keep an up-to-date register of partners at the registered office of the Partnership, reflecting, amongst others, the number of Partnership Interests each Partner holds in the Partnership. Each Partner may, upon request, receive communication of its folio of the register but may not request information on the holdings of the other partners nor, except for the General Partner, have access to the register of partners.
- 6.10 In case of voluntary withdrawal, legal incapacity, bankruptcy, insolvency, *gestion contrôlée*, *sursis de paiement*, *compromis avec créanciers*, court controlled liquidation of the General Partner or, more generally, impossibility for the management body of the General Partner to act, the Limited Partner(s) shall (i) promptly take such steps as shall be necessary in order to appoint a new General Partner in accordance with Section 11.4, (ii) cause the Partnership Capital to be increased for the purpose of creating 1 (one) new Unlimited Partnership Interest for such new General Partner and (iii) cause the Unlimited Partnership Interest held by the founding General Partner to be cancelled and the Partnership Capital to be reduced accordingly.
- 6.11 In case of a sole Limited Partner, in the event of a voluntary withdrawal, legal

incapacity, bankruptcy, insolvency, *gestion contrôlée*, *sursis de paiement*, *compromis avec créanciers*, court controlled liquidation of the sole Limited Partner (the “**Failing Limited Partner**”), or, more generally, any impossibility for such Failing Limited Partner for any reason to exercise its rights as Limited Partner of the Partnership, the General Partner shall (i) cause the Partnership Capital to be increased for the purpose of issuing new Limited Partnership Interests to one or more new Limited Partner(s) and (ii) cause the Limited Partnership Interests held by the Failing Limited Partner to be cancelled and the Partnership’s capital to be reduced accordingly.

Section 7 – Admission of New Partners

- 7.1 Subject to the terms of this Partnership Agreement, the General Partner may, in its sole discretion, admit additional Limited Partners to the Partnership on such date or dates after the date hereof as it thinks fit upon the execution by such additional Limited Partner of a subscription and adherence agreement and pursuant to which, such additional Limited Partner shall agree to adhere to and be bound by the terms of this Partnership Agreement.

Section 8 – Indivisibility of Partnership Interests

- 8.1 The Partnership will recognize only one holder for each Partnership Interest. In the event of a joint ownership, dismemberment, pledge or other encumbrance, the Partnership may suspend the exercise of any right pertaining to the relevant Partnership Interest until one person shall have been designated to represent the joint owners or bare owners and usufructuaries, pledgors and pledgees or other persons being entitled to or having rights in the Partnership Interest(s) vis-à-vis the Partnership.

Section 9 – Transfer of Partnership Interests

- 9.1 The Partnership will recognize only one holder per Partnership Interest. In case a Partnership Interest is owned by several persons, they shall appoint a single representative who shall represent them towards the Partnership. The Partnership has the right to suspend the exercise of all rights attached to that Partnership Interest until one person has been designated as representative in relation to the Partnership Interest.
- 9.2 Any transfer of Partnership Interests is subject to a prior written approval of the General Partner.
- 9.3 Any transfer of the Partnership Interests shall be notified to or accepted by the Partnership and comply with the formalities set out in article 1690 of the

Luxembourg civil code.

Section 10 – Liability of Partners

10.1 General Partner

10.1.1 The General Partner is liable for all obligations of the Partnership which cannot be covered by the assets of the Partnership. The General Partner is not, however, liable to reimburse the Limited Partner(s) for their amounts paid in for their Partnership Interest(s).

10.2 Limited Partners

10.2.1 The Limited Partners are liable for payment of the capital contributions payable in connection with the issue of their Partnership Interest(s) and have no liability other than for any amounts not paid up on their commitment to contribute to the Partnership.

10.2.2 A Limited Partner may enter into any transaction with the Partnership without its capacity as Limited Partner being affected or without its capacity as Limited Partner in itself affecting its rank as general or preferred creditor of the Partnership under the terms of the relevant transaction.

Section 11 – Management of the Partnership

11.1 The General Partner (*associé commandité gérant*) shall be entrusted with the management of the Partnership. The General Partner shall be solely responsible for managing the business of the Partnership. The General Partner is vested with the broadest powers to perform all acts of administration and disposition on the Partnership's behalf and shall represent the Partnership in its dealings with third parties. Powers not expressly reserved by Luxembourg law or by the Partnership Agreement to a collective decision of partners fall within the competence of the General Partner in its capacity as manager of the Partnership.

11.2 The General Partner may delegate all or part of its power to such agents as it deems fit.

11.3 The Limited Partner(s) shall not take part in the management of the Partnership. They may, however, without being jointly and severally liable vis-à-vis third parties, exercise Partner prerogatives, provide opinions or advice to the Partnership, to its affiliates or to their managers, carry out any control or supervisory measures, grant loans, guarantees or securities or give any other type of assistance to the Partnership or its affiliates. The Limited Partner(s) may further act as a member of a management body or as agent of the General

Partner or may execute documents on the General Partner's behalf under the latter's corporate signature, even acting in the capacity of a representative of the Partnership, without incurring as a result unlimited and joint and severable liability for the obligations of the Partnership, provided the capacity of representative in which they act is indicated.

- 11.4 The General Partner may be removed pursuant to a resolution adopted by a majority of at least two thirds (2/3^{rds}) of the voting rights in the Partnership. In the event of removal of the General Partner, a successor general partner shall be appointed by the partners by means of a resolution adopted by a majority of at least two thirds (2/3^{rds}) of the voting rights in the Partnership.

Section 12 – Remuneration of the Manager

- 12.1 In consideration of its management functions, the Manager shall be entitled to receive a remuneration consisting of the costs borne by the General Partner in connection with the management of the Partnership plus an additional ten per cent (10%) profit margin per annum until the termination of the Partnership.
- 12.2 Such remuneration will be paid on a yearly basis.

Section 13 – Signatory Power

- 13.1 The Partnership will be bound by the signature of the General Partner or by the single or joint signatures of any person or persons to whom special powers shall be expressly delegated by the General Partner.

Section 14 – Collective Decisions of Partners

- 14.1 Collective decisions by the Partners are required only to the extent required by applicable Luxembourg law or set forth in the Partnership Agreement. Any amendment of the corporate object of the Partnership, the change of nationality, conversion or liquidation of the Partnership, the admission of new Limited Partners as may be required in accordance with Section 7, shall be subject to a collective decision of the Partners.
- 14.2 Collective decisions of Partners are either taken at a general meeting of partners or in writing.
- 14.3 Any regularly constituted meeting of Partners of the Partnership or any valid written resolution (as the case may be) shall represent the entire body of partners of the Partnership.
- 14.4 Meetings shall be called by the General Partner by convening notice addressed to all partners to their address appearing in the register of partners held by the Partnership at least eight (8) days prior to the date of the meeting. If all Partners of the Partnership are represented at a meeting the meeting may

be held without prior notice.

- 14.5 In the case of collective decisions passed in writing, the text of such collective decisions shall be sent to the Partners at their addresses inscribed in the register of partners held by the Partnership. The written collective decision shall become effective upon the approval of the majority as provided for collective decisions (or subject to the satisfaction of the majority requirements, on the date set out therein). Unanimous written collective decisions may be passed at any time without prior notice.
- 14.6 All collective decisions shall be taken by Partnership Interests representing at least half of the Partnership Capital present or represented in the case of a physical meeting or Partnership Interests representing at least half of the Partnership Capital in the case of written decisions, provided that in any case such majority includes the Unlimited Partnership Interest(s).
- 14.7 Any Partner can take part in any general meeting of Partners by appointing in writing, by e-mail transmission or telefax any person as its proxy in the form and subject to the conditions specified by the General Partner(s).
- 14.8 The General Partner(s) may, in its/their sole discretion, agree that each Partner may participate in a partners' meeting by conference call or by other similar means of communication allowing all the persons taking part in the meeting to hear one another and to communicate with one another. A partners' meeting may be held by conference call or similar means only.
- 14.9 Except in case of Partners' written resolutions, the minutes of the general meetings shall be signed by the General Partner(s) or by the bureau of the general meeting (if any). Any transcript of, or excerpt from, the minutes of a general meeting of partners or collective decision in writing shall be signed by the General Partner(s) or as decided by the General Partner(s).

Section 15 – Voting Rights of Partners

- 15.1 Each Partnership Interest shall bear one (1) voting right.

Section 16 – Costs and Expenses

- 16.1 The Partnership will pay all costs and expenses including legal, accounting, financial advisory and other fees and expenses relating to the Partnership and its activity.
- 16.2 All fees, expenses, and other costs incurred by the General Partner in the performance of its duties hereunder as well as all fees, expenses, and other costs as are payable by the Partnership and have been advanced by the

General Partner shall be reimbursed to the General Partner by the Partnership.

Section 17 – Financial Year - Allocation of Results

- 17.1 The Partnership's financial year begins on 1st January of each year and ends on 31st December of the same year, except for the first financial year of the Partnership which begins on the date of this Partnership Agreement and ends on 31st December 2020.

Section 18 – Accounts - Information of Partners

- 18.1 The General Partner(s) shall prepare annual accounts for the Partnership each year in accordance with the prescriptions of the law in force.
- 18.2 The partners shall, in a collective decision, approve the annual accounts of the Partnership by 30th June of each year at the latest (or the previous business day if the day is a legal holiday or falls on a weekend).
- 18.3 Fifteen days before the date set forth in Section 18.2, each Partner may inspect and receive a copy of the annual accounts, the inventory, the balance sheet and the profit and loss account at the registered office of the Partnership.
- 18.4 The General Partner(s) may provide such information to the Limited Partners as it/they deem(s) fit.

Section 19 – Distributions

- 19.1 All distributions made to the Partnership by its subsidiaries, after deduction of all costs and expenses including legal, accounting, financial advisory and other fees and expenses relating to the Partnership and its activity, shall subsequently be distributed to the partners pro rata to their holding of Partnership Interests.

Section 20 – Dissolution - Liquidation

- 20.1 In the event of dissolution of the Partnership, the liquidation will be carried out by the General Partner(s) unless otherwise decided by collective decision of the partners. When the liquidation of the Partnership is closed, the net surplus assets of the Partnership shall be attributed to the partners.

Section 21 – Applicable Law

- 21.1 This Partnership Agreement and any agreements or documents executed thereunder shall be governed by and construed in accordance with the

substantive laws of the Grand Duchy of Luxembourg.

Section 22 – Illegality

- 22.1 Should any provision of this Partnership Agreement become illegal or void for any reason, the validity of the remaining provisions shall not be affected and the partners will enter into negotiations in good faith to find a replacement for the provision which is of similar economic effect to each of the partners hereto.

Section 23 – Counterparts

- 23.1 This Partnership Agreement may be executed in counterparts each of which when executed and delivered shall constitute an original but all such counterparts together shall constitute one and the same instrument.

Section 24 – Final Provisions

- 24.1 Unless the context or the expressed provision of this limited partnership agreement otherwise require, headings and subheadings of the sections and/or provisions contained herein are for convenience and reference purposes only and shall not have any effect on the meaning or construction of any of the provisions hereof.
- 24.2 The binding language of this limited partnership agreement shall be English.
- 24.3 Except as specifically otherwise set out in this Partnership Agreement, this Partnership Agreement may be amended under private deed by a Partners' resolution in accordance with Section 14.

The General Partner

SIGNA Prime Finance Management S.à r.l.

Represented by:



Name: Michael Robert
Title: Manager



Name: Timo Jäger
Title: Manager

The Limited Partner

SIGNA Prime Selection AG

Represented by:



Name: Manuel Pirolt
Title: Director



Name: Christoph Stadlhuber
Title: Director