201247|20

In accordance with Section 1046 of the Companies Act 2006 & Regulation 4(1) of the Overseas Companies Regulations 2009.

OS IN01

Registration of an overseas company opening a UK establishment

Companies House

A fee is payable with this form
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register a UK establishment.

✗ **What this form is N[OT for]**
You cannot use this fo[rm to register] the details of an existi[ng] officer or establishme[nt]

THURSDAY

AAJZEUJX
A23 23/12/2021 #374
COMPANIES HOUSE

For official use

Part 1 Overseas company details (Name)

A1 Corporate name of overseas company

Corporate name ❶ BBIX Europe B.V.

Do you propose to carry on business in the UK under the corporate name as incorporated in your home state or country, or under an alternative name?

→ To register using your corporate name, go to **Section A3.**
→ To register using an alternative name, go to **Section A2.**

→ **Filling in this form**
Please complete in typescript (10pt or above), or in bold black capitals

All fields are mandatory unless specified or indicated by *

❶ This must be the corporate name in the home state or country in which the company is incorporated.

A2 Alternative name of overseas company *

Please show the alternative name that the company will use to do business in the UK.

Alternative name (if applicable) ❷

❷ A company may register an alternative name under which it proposes to carry on business in the United Kingdom under Section 1048 of the Companies Act 2006. Once registered it is treated as being its corporate name for the purposes of law in the UK.

A3 Overseas company name restrictions ❸

Please tick the box only if the proposed company name contains sensitive or restricted words or expressions that require you to seek comments of a government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response.

❸ **Overseas company name restrictions**
A list of sensitive or restricted words or expressions that require consent can be found in guidance available on our website:
www.gov.uk/companieshouse

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Registration of an overseas company opening a UK establishment

Part 2 Overseas company details

B1 Particulars previously delivered

Have particulars about this company been previously delivered in respect of another UK establishment. ❶

→ **No** Go to **Section B2.**
→ **Yes** Please enter the registration number below and then go to **Part 5** of the form. Please note the original UK establishment particulars must be filed up to date.

UK establishment registration number: B R

❶ The particulars are: legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts.

B2 Credit or financial institution

Is the company a credit or financial institution? ❷

☐ **Yes**
☑ **No**

❷ Please tick one box.

B3 Company details

If the company is registered in its country of incorporation, please enter the details below.

Legal form ❸	Private Limited Company
Country of incorporation *	Netherlands
Identity of register in which it is registered ❹	The Netherlands Chamber of Commerce Business Register
Registration number in that register	0 0 4 1 0 5 2 7 8 1

❸ Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.

❹ This will be the registry where the company is registered in its parent country.

B4 Governing law and accounting requirements

Please give the law under which the company is incorporated.

Governing law ❺: Dutch Civil Law

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ **Yes** Complete the details below.
→ **No** Go to **Part 3.**

Please give the period for which the company is required to prepare accounts by parent law.

From	d0 d1	m0 m1
To	d3 d1	m1 m2

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period.

Months: 1 0

❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state.

B5 Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation.❶

☑ Yes.

Please indicate what documents have been disclosed.

☑ Please tick this box if you have enclosed a copy of the accounts.

☐ Please tick this box if you have enclosed a certified translation of the accounts.

☐ Please tick this box if no accounts have been disclosed.

❶ Please tick the appropriate box(es).

Part 3 Constitution

C1 Constitution of company

The following documents must be delivered with this application.
- Certified copy of the company's constitution and, if applicable, a certified translation.

Please tick the appropriate box(es) below.
☑ I have enclosed a certified copy of the company's constitution. ❶
☑ I enclose a certified translation, if applicable. ❷

❶ A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

❷ A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

C2 Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?
- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

→ **Yes** Go to **Part 4** 'Officers of the company'
→ **No** If any of the above details are not included in the constitutional documents, please enter them in **Section C3.**

The information is not required if it is contained within the constitutional documents accompanying this registration.

C3 Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation. ❸

Building name/number	420
Street	Herengracht
Post town	Amsterdam
County/Region	
Postcode	1 0 1 7 B Z
Country	Netherlands

Please give the objects of the company and the amount of issued share capital.

Objects of the company ❹	Provision of Internet Traffic Exchange Services.
Amount of issued share capital ❺	60,000,000 shares of 0.01 EUR each, totaling 600,000 EURO

❸ This address will appear on the public record.

❹ Please give a brief description of the company's business.

❺ Please specify the amount of shares issued and the value.

Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

→ **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form.
→ **No** Complete the officer details.

For a secretary who is an individual, go to **Section D1**; for a corporate secretary, go to **Section E1**; for a director who is an individual, go to **Section F1**; or for a corporate director, go to **Section G1**.

Continuation pages
Please use a continuation page if you need to enter more officer details.

Secretary

D1 Secretary details ❶

Use this section to list all the secretaries of the company.
Please complete **Sections D1-D3. For a corporate secretary, complete Sections E1-E5**. Please use a continuation page if necessary.

Full forename(s)	
Surname	
Former name(s) ❷	

❶ **Corporate details**
Please use Sections E1-E5 to enter corporate secretary details.

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

D2 Secretary's service address ❸

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

❸ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

D3 Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box.

Extent of authority
☐ Limited ❹
☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☐ Jointly ❺

If applicable, name(s) of person(s) with whom you are acting jointly

❹ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❺ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Registration of an overseas company opening a UK establishment

Corporate secretary

E1 Corporate secretary details ❶

Use this section to list all the corporate secretaries of the company.
Please complete Sections E1-E3. Please use a continuation page if necessary.

Name of corporate body or firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

❶ **Registered or principal address**
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address) or DX number.

E2 Legal details

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered ❷	
If applicable, the registration number	

❷ Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

E3 Corporate secretary's authority

Please enter the extent of your authority as corporate secretary.
Please tick one box.

Extent of authority

☐ Limited ❶
☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☐ Jointly ❷

If applicable, name(s) of person(s) with whom you are acting jointly

❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Registration of an overseas company opening a UK establishment

Director

F1 Director details ❶

Use this section to list all the directors of the company. Please complete **Sections F1-F5. For a corporate director, complete Sections G1-G3**. Please use a continuation page if necessary.

Full forename(s)	Michikazu
Surname	Fukuchi
Former name(s) ❷	
Country/State of residence ❸	Japan
Nationality	Japanese
Month/year of birth ❹	X X m1 m2 y1 y9 y6 y8
Business occupation (if any) ❺	Director

❶ **Corporate details**
Please use Sections G1-G3 to enter corporate director details.

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

❸ **Country/State of residence**
This is in respect of your usual residential address as stated in Section F5.

❹ **Month and year of birth**
Please provide month and year only. Provide full date of birth in section F4.

❺ **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

F2 Director's service address ❻

Building name/number	1
Street	Cornhill
Post town	London
County/Region	
Postcode	E C 3 V 3 N D
Country	United Kingdom

❻ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3 Director's authority

Please enter the extent of your authority as director. Please tick one box.

Extent of authority

☐ Limited ❼
☑ Unlimited

Description of limited authority, if applicable:

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☑ Jointly ❽

If applicable, name(s) of person(s) with whom you are acting jointly: Yasuhiro Koyabu

❼ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❽ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

Corporate director

G1 Corporate director details ❶

Use this section to list all the corporate directors of the company.
Please complete G1-G3. Please use a continuation page if necessary.

Name of corporate body or firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

❶ **Registered or principal address**
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address) or DX number.

G2 Legal details

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered ❷	
If applicable, the registration number	

❷ Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

G3 Corporate director's authority

Please enter the extent of your authority as corporate director.
Please tick one box.

Extent of authority
- ☐ Limited ❶
- ☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.
- ☐ Alone
- ☐ Jointly ❷

If applicable, name(s) of person(s) with whom you are acting jointly

❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

Part 5 UK establishment details

H1 Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

- → **No** Go to **Section H3.**
- → **Yes** Please enter the UK establishment number below and then go to **Section H2.**

UK establishment registration number: B R

H2 Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

- → **No** Go to **Section H3.**
- → **Yes** Please enter the UK establishment number below and then go to **Section H3.**

UK establishment registration number: B R

H3 Delivery of accounts and reports

This section **must** be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment. ❶

☑ In respect of this establishment. Please go to **Section H4.**

☐ In respect of another UK establishment. Please give the registration number below, then go to **Section H4.**

UK establishment registration number: B R

❶ Please tick the appropriate box.

H4 Particulars of UK establishment ❶

You **must** enter the name and address of the UK establishment.

Name of establishment	BBIX Europe B.V. UK Branch
Building name/number	1
Street	Cornhill
Post town	London
County/Region	
Postcode	E C 3 V 3 N D
Country	United Kingdom

Please give the date the establishment was opened and the business of the establishment.

Date establishment opened	d0 d1 m1 m2 y2 y0 y2 y1
Business carried on at the UK establishment	Provision of Internet Traffic Exchange Services

❶ **Address**
This is the address that will appear on the public record.

Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment.

J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company. Please complete **Sections J1-J4**.

Continuation pages
Please use a continuation page if you need to enter more details.

Full forename(s)	Michikazu
Surname	Fukuchi

J2 Permanent representative's service address ❶

Building name/number	1
Street	Cornhill
Post town	London
County/Region	
Postcode	E C 3 V 3 N D
Country	United Kingdom

❶ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative.
Please tick one box.

Extent of authority

☐ Limited ❷
☑ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☑ Jointly ❸

If applicable, name(s) of person(s) with whom you are acting jointly: Yasuhiro Koyabu

❷ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❸ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

Part 7 Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below.
→ **No** Tick the box below then go to **Part 8** 'Signature'.

☑ If there is no such person, please tick this box.

K1 Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below.
Please complete **Sections K1-K2**.

Continuation pages
Please use a continuation page if you need to enter more details.

Full forename(s)	
Surname	

K2 Service address of person authorised to accept service ❶

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

❶ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

Part 8 Signature

This must be completed by all companies.

I am signing this form on behalf of the company.

Signature

Signature

X DocuSigned by: Michihiko Fukuchi 32367504D3D54AE... X

This form may be signed by:
Director, Secretary, Permanent representative.

OS IN01

Registration of an overseas company opening a UK establishment

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	ref: GEM Services
Company name	KPMG LLP
Address	One St. Peter's Square
Post town	Manchester
County/Region	
Postcode	M 2 3 A E
Country	United Kingdom
DX	
Telephone	

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The overseas corporate name on the form matches the constitutional documents exactly.
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate.
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate.
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate.
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment.
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address) DX number.
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.

Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.

How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

Scotland:
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1.

Northern Ireland:
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Higher protection
If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

In accordance with Section 1046 of the Companies Act 2006 & Regulation 4(1) of the Overseas Companies Regulations 2009.

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Director

F1 Director details ❶

Use this section to list all the directors of the company. Please complete **Sections F1-F5. For a corporate director, complete Sections G1-G3**. Please use a continuation page if necessary.

Full forename(s)	Yasuhiro
Surname	Koyabu
Former name(s) ❷	
Country/State of residence ❸	Japan
Nationality	Japanese
Month/year of birth ❹	X X m1 m0 y1 y9 y7 y5
Business occupation (if any) ❺	Director

❶ **Corporate details**
Please use Sections G1-G3 to enter corporate director details.

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

❸ **Country/State of residence**
This is in respect of your usual residential address as stated in Section F5.

❹ **Month and year of birth**
Please provide month and year only. Provide full date of birth in section F4.

❺ **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

F2 Director's service address ❻

Building name/number	1
Street	Cornhill
Post town	London
County/Region	
Postcode	E C 3 V 3 N D
Country	United Kingdom

❻ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3 Director's authority

Please enter the extent of your authority as director. Please tick one box.

Extent of authority

☐ Limited ❼
☑ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☑ Jointly ❽

If applicable, name(s) of person(s) with whom you are acting jointly: Michikazu Fukuchi

❼ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❽ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

December 23,2021

I, MICHIKAZU FUKUCHI, director of BBIX Europe B.V. certify that this is a true and accurate translation of the constitutional documents.

DocuSigned by:

Michikazu Fukuchi

32367504D3D54AE...

MICHIKAZU FUKUCHI

VOORNEMAN GEENEN NOTARISSEN

The undersigned,

Bertha Josephina Maria Geenen-Timmermans
civil law notary in Amsterdam,

certifies that the attached document is a fair English translation of the deed of incorporation and the articles of association of:

BBIX Europe B.V.,
with statutory seat in Amsterdam.

In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so the Dutch text will by law govern.

Amsterdam, 30 October 2018 after 13:30 hours.

2018GEE20919GMR
incorporation BBIX Europe B.V.

ENGLISH TRANSLATION

INCORPORATION PRIVATE COMPANY WITH LIMITED LIABILITY

On the thirtieth day of October two thousand eighteen appeared before me, Bertha Josephina Maria Geenen-Timmermans, civil law notary in Amsterdam: Mr Guillaume Pierre Mounier, with office address at 1083 GV Amsterdam, Arent Janszoon Ernststraat 199, born in [redacted]

in this respect acting as duly authorized representative of:
the company incorporated in accordance with the laws of Japan:
BBIX, Inc.,
with registered offices at 105-7317 Minato-Ku, Tokyo, Japan, 1-9-1 Higashi-Shimbashi, registered at the Tokyo Legal Affairs Bureau, under number: 0104-01-088629.
The aforementioned power of attorney shall be attached to this deed.
The appearer, acting as aforementioned, has declared to incorporate a private company with limited liability and thereto to lay down the following Articles of Association:

Article 1. Definitions
In these articles, the following terms are defined as follows:
"share" means a share in the capital of the company;
"shareholder" means a holder of one or more shares;
"general meeting" means the body of a company formed by the shareholders or a gathering of shareholders (or their representatives) and other persons with meeting rights;
"managing director" means a member of the managing board;
"managing board" means the managing board of the company;
"in writing" means by letter, facsimile or email, or by any other electronic form of message delivery, as long as it is readable and reproducible;
"distributable net assets" means the amount of the net assets of the company as far as it exceeds the reserves which must be maintained by virtue of law or the articles of association;
"company" means the company which internal organisation is governed by these articles of association;
"meeting rights" means the right to, either in person or by proxy authorized in writing, attend the general meeting and to address such meeting.

Article 2. Name, seat and duration
1. The name of the company is:
   BBIX Europe B.V.
2. The seat of the company shall be in Amsterdam.
3. The company has been entered into for an indefinite period of time.

Article 3. Purposes
The purposes of the company are:
- to improve the mobile roaming environment with L2 connections and to expand the group's IX service footprint in Europe;
- to incorporate, to participate in any way whatsoever, to manage and to supervise enterprises and companies;
- to render guarantees and to bind the company or assets of the company on behalf of enterprises and companies with which the company forms a group;
- to render services to enterprises and companies;
- to finance enterprises and companies;
- to lend and to borrow money;
- to obtain, alienate, manage and to exploit real estate and items of property in general;
- to exploit and to trade patents, marks, licenses, know-how and intellectual rights of property;
- to perform all kind of industrial, financial and commercial activities;

and to do all that is connected therewith or may be conducive thereto, all this to be interpreted in the widest sense.

Article 4. Shares
1. The capital of the company consists of one or more shares, with a nominal value of one eurocent (€ 0.01) each.

2. At least one (1) share with voting rights is held by a person other than and other than for the account of the company or one of its subsidiaries.
3. The shares are registered in the name of the holders.
4. No share certificates shall be issued.

Article 5. Shareholders register

1. The managing board shall keep a register in which the names and addresses of all shareholders shall be recorded, with mention of the date they acquired the shares, the date of acknowledgement or service as well as the amount paid in on each share.
2. The provisions of article 2:194 Dutch Civil Code are applicable.

Article 6. Issue of shares

1. The issue of shares shall be effected pursuant to a resolution of the general meeting insofar as the general meeting has not designated another body of the company in this respect.
2. For the issue of a share further an appropriate notarial deed, executed by a civil law notary, officiating in the Netherlands, in which deed all parties involved are represented, shall be required.
3. A resolution for the issue of shares shall stipulate whether shareholders have a right to pre-emption, with due observance of the provisions of the Law.
4. The full nominal amount of each share must be paid in on issue. It may be stipulated that the nominal amount or a part of it must be paid in after a certain amount of time or upon request by the company. After incorporation payment in foreign currency can be made only after approval by the company.
5. The managing board is entitled without prior approval of the general meeting of shareholders to perform acts in law as mentioned in article 2:204 paragraph 1 Dutch Civil Code.

Article 7. Own shares

1. The company shall be entitled - subject to due observance of article 4 paragraph 2 and the relevant provisions of the law - to acquire its own fully paid in shares or the depositary receipts thereof.
2. The company shall not grant meeting rights to holders of depositary receipts.

Article 8. Transfer of shares. Usufruct. Pledging

1. The transfer of shares as well as the creation or transfer of a limited right thereon, shall require an appropriate notarial deed, executed by a civil law notary, officiating in the Netherlands, in which deed all parties involved are represented.
2. The rights attached to the shares cannot be exercised by the new shareholder before the legal act has been acknowledged by the company or has been serviced on the company, according to the relevant provisions of the law, unless the company itself is a party to the legal act.
3. If a right of usufruct is created or if shares are pledged, the voting rights can be assigned to the usufructuary or the pledgee, provided that the transfer of voting rights has been approved by the general meeting.

Article 9. Restrictions on transfer of shares

1. If any shareholder (offerer) wishes to dispose of all or any part of his shareholding, he must first offer those shares to his co-shareholders (offerees) for sale unless all shareholders have given a written approval of the disposal concerned, which approval is valid for a period of three months only. Nor is this obligation to offer applicable in case a shareholder is obliged to offer his shares to a previous shareholder by virtue of the law.
   Inter alia contribution to and division of any community is considered to be a transfer.
2. The shareholders who are interested to take over the offered shares, are obliged to notify the managing board in writing of the number of shares they want to take over, within two months after the offer, failing which the shareholders concerned shall be deemed not to be interested.
   The price at which the shares can be taken over by the offerees shall be as agreed between the offerer and the offerees.
   Failing agreement between the parties about the price, the price shall be set by an independent expert to be appointed by the chairman of the Dutch Professional Organisation of Accountants (NBA) on request of the most interested party, unless the parties previously reach agreement on the appointment of the expert.
   The offerees are obligated to notify the offerer by registered letter, within thirty days upon the determination of the price, if and to which extent they are interested in the offered shares against cash payment, failing such notice they shall be deemed to have rejected the offer.
3. If the offerees jointly are interested in purchasing more shares than have been offered, the shares offered shall be distributed among them insofar as possible in proportion to the number of their present shareholding, but with due observance of the number of shares reflected upon by each offeree.
4. The offerer is entitled to withdraw his offer, provided he does so within one month after the parties which are interested to purchase all the shares concerned in the offer and the price, are disclosed to the offerer.
5. If it is definitely established that the offerees do not accept the offer or that not all shares offered shall be purchased against payment in cash, the offerer is free to transfer the shares within three months after the date, on which the price has been ascertained, to whomever he wishes.
6. In case of bankruptcy of a shareholder, of decease of a shareholder-natural person, of winding up or of dissolution of a shareholder-legal entity, the shares of the shareholder concerned are to be offered to the other shareholders as set out above within three months of the event.
   Offers made under this requirement may not be withdrawn, provided all offered shares are taken up.

Article 10. Managing board

1. The company shall have a managing board, consisting of one or more managing directors (bestuurders). Both natural persons and legal persons can be managing director.
2. The general meeting shall appoint the managing directors and shall be competent

to dismiss or to suspend them at any time.

3. The general meeting shall determine the remuneration and further conditions of employment for each managing director.

Article 11. Task and decision making

1. The managing board shall be entrusted with the management of the company.
2. With due observance of these articles of association, the managing board may adopt rules governing its internal proceedings.
3. If a managing director has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the managing board. If as a result thereof no resolution of the managing board can be adopted, the resolution is adopted by the general meeting.
4. The managing board shall adopt its resolutions by an absolute majority of votes cast. In a tie vote, the general meeting shall decide.
5. The managing board may also decide outside of a meeting, provided that all managing directors have been consulted and that each of them has consented to this manner of decision making.
6. The general meeting shall be authorized to submit certain resolutions by the managing board to its approval, provided the general meeting shall notify the managing board in writing thereof.

Article 12. Representation

1. The managing board shall be authorized to represent the company.
   Each managing director is also authorized to represent the company, acting solely.
2. All legal acts of the company vis-à-vis a holder of all of the shares, whereby the company is represented by such shareholder, shall be put down in writing. For the application of the foregoing sentence, shares held by the company or its subsidiaries shall not be taken into account.
3. Paragraph 2 does not apply to legal acts that, under their agreed terms, form part of the normal course of business of the company.

Article 13

In case one or more members of the managing board are prevented or incapacitated to act, the remaining members or the remaining member of the managing board shall be temporarily entrusted with the full management of the company, whereas in case all members of the managing board or the sole member of the managing board are prevented or incapacitated to act, the management shall be temporarily entrusted to the person to be designated thereto by the general meeting. The term prevented to act is taken to mean a suspension or the impossibility to make contact during at least seven days due to illness or inaccessibility.

Article 14. Financial year and annual accounts

1. The financial year of the company shall run from the first of April of each calendar year up to and including the thirty-first of March of the following calendar year.
2. Annually, within five months after the end of the financial year

concerned - unless this term is extended by the general meeting with not more than five months by reason of special circumstances -, the managing board shall draw up the annual accounts consisting of a balance-sheet, a profit and loss account and explanatory notes.
Within said period the annual accounts and the report of the managing board shall be available at the company's office for inspection by the persons with meeting rights.

3. The general meeting adopts the annual accounts.

Article 15. Profits

1. The general meeting is authorized to distribute the profits which have been determined by the adoption of the annual accounts and to determine the distributable net assets.
2. A resolution of the general meeting to distribute shall have no effect as long as it has not been approved by the managing board. The managing board shall only refuse approval if it knows or within reason is supposed to foresee that the company, after distribution, shall no longer be able to pay its debts due.
3. The managing directors who, at the time of the distribution, knew or were supposed to foresee that the company would no longer be able to pay its debts due, shall be jointly and severally liable to the company for the deficit which exists due to the distribution, together with the legal interest (wettelijke rente) since the day of the distribution. A managing director that proves that he is not to be blamed for the distribution by the company and who has not been negligent in taking measures to avert the consequences, shall not be liable.
4. The claim of a shareholder for payment of dividend shall expire after a period of five years.

Article 16. General meetings of shareholders

1. The general meetings shall be held in the place where the company has its statutory seat as well as where the company holds its offices.
2. A general meeting shall be held annually within six months after the end of the financial year concerned in which among other matters the annual accounts shall be adopted and the appropriation of profits shall be decided upon or a resolution shall be taken in accordance with article 21.

Article 17

1. The managing board shall convene the general meeting not later than on the eighth day prior to the meeting.
2. Shareholders and other persons with meetings rights shall be convened to general meetings by letters sent to their addresses as per the register as mentioned in article 5, or with the consent of persons with meeting rights by any other form of writing.

Article 18. Decision making without convention. Notes

1. If the term for convention as mentioned in article 17 paragraph 1 has not been held up or if the convention has not taken place, then no valid decisions can be made, unless all persons with meeting rights consent to the decision making taking place and the managing directors have been granted the opportunity to

advise beforehand.

2. The managing board keeps a record of the resolutions made. If the managing board is not represented at a meeting, the chairman of the meeting shall provide the managing board with a transcript of the resolutions made as soon as possible after the meeting. The records shall be deposited at the offices of the company for inspection by the persons with meeting rights. Upon request each of them shall be provided with a copy or an extract of such record at not more than the actual costs.

Article 19

1. On shares in its own capital acquired by the company no voting rights shall be exercised by the company.
   Payment to the company on these shares shall not take place.
2. At the determination of any majority or any quorum, required for passing of a resolution by the general meeting, the shares in its own capital acquired by the company shall be left out of consideration.

Article 20

1. The general meeting shall appoint the chairman of the meeting.
2. The general meeting decides with an absolute majority of votes, validly cast.
3. Each share confers the right to cast one vote.
4. If provided for at the notice for general meetings, each person entitled to attend the general meeting has the right to take note of the meeting by electronic means of communication, either in person or by a proxy authorized in writing, to address the meeting and – if the person is entitled to vote – to exercise voting rights, provided that, such person must be identifiable through the electronic means of communication and is able to directly observe the proceedings at the meeting and be able to directly participate in the proceedings at the meeting.
5. The general meeting may attach conditions to the use of the electronic means of the communication. The notice of the meeting shall set out these conditions or state where they can be consulted.
6. The managing board keeps a record of the resolutions made;
   article 18 paragraph 2 of the articles of association is equally applicable.

Article 21. Resolutions outside meetings. Notes

1. Resolutions of the shareholders may instead of in general meetings also be taken in writing provided that all persons with meeting rights agree with this manner of decision making. All managing directors shall be granted the opportunity to advise beforehand.
2. The managing board shall keep a record of the resolutions thus made.
   Each of the persons with meeting rights must procure that the managing board is informed in writing of the resolutions made in accordance with paragraph 1 as soon as possible.
   The records shall be deposited at the offices of the company for inspection by the persons with meeting rights. Upon request each of them shall be provided with a copy or an extract of such record at not more than the actual costs.

Article 22. Amendment

In case a proposal for amendment of the articles of association is submitted to the general meeting simultaneously a copy of the proposal in which the verbatim text of the proposed amendment is embodied has to be deposited at the company's office for inspection by those who are entitled thereto by law, until the end of the meeting concerned.

Article 23. Dissolution

1. At the dissolution of the company by virtue of a resolution of the general meeting, the liquidation shall be effected by the managing board, unless the general meeting shall decide otherwise.
2. The general meeting shall fix the remuneration of the liquidators.
3. The liquidation shall be effected with due observance of the applicable provisions of the law.
4. The remainder of the assets of the company after payment of all creditors shall be transferred to the shareholders in proportion to the nominal value of their shareholding.
5. The liquidation shall be subject to the provisions of Title 1 of Book 2 Dutch Civil Code.
6. During the liquidation the articles of association shall remain applicable insofar as possible.

Transitory clauses

The first financial year of the company ends on the thirty-first of March two thousand nineteen.
This clause shall be cancelled after the expiry of the first financial year of the company.

Final Provisions

Finally the appearer declared as follows:

1. For the first time are appointed as members of the managing board of the company:
   - Mr Keiichi Makizono, [redacted]
   - Mr Michikazu Fukuchi, [redacted]
   - Mr Yasuhiro Koyabu, [redacted]
2. In the issued capital of the company is participated by the incorporator, BBIX, Inc., aforementioned with 100 shares, with a nominal value of one eurocent (€ 0.01) each.
   The issued capital amounts to one euro (€ 1.--).
3. The issue shall take place at par.
   Upon request of the company, the nominal amount on the shares will be paid up in cash.

4. The company is obligated to reimburse all costs in relation to the incorporation.
The appearer is known to me, notary.
THIS DEED,
drawn up, has been executed at Amsterdam, on the day and year mentioned in the heading in this deed.
The contents of this deed were stated and explained in substance to the appearer.
The appearer then declared to be well informed on and to agree with the contents of this deed and not to care for a reading out in full.
Immediately after partial reading, the appearer and I, notary, signed this deed at sixteen hours five minutes.

December 10,2021

I, MICHIKAZU FUKUCHI, director of BBIX Europe B.V. certify that this is a true copy of the original constitutional documents.

DocuSigned by:

Michikazu Fukuchi

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MICHIKAZU FUKUCHI

KONINKLIJKE NOTARIËLE BEROEPSORGANISATIE

TRUE COPY
of the deed of incorporation and the
articles of association of
the private company with limited
liability:

BBIX Europe B.V.
with statutory seat in Amsterdam

executed on 30 October 2018
before B.J.M. Geenen-Timmermans
civil law notary in Amsterdam

Annexed: English text of the
deed of incorporation and
the articles of association

KONINKLIJKE NOTARIËLE BEROEPSORGANISATIE

2018GEE20919GMR
oprichting BBIX Europe B.V.

OPRICHTING BESLOTEN VENNOOTSCHAP MET BEPERKTE AANSPRAKELIJKHEID

Op dertig oktober tweeduizend achttien is voor mij, ---------------------------------------
mr. Bertha Josephina Maria Geenen-Timmermans, notaris te Amsterdam, ------------
verschenen: ---
de heer mr. drs. Guillaume Pierre Mounier, met kantooradres 1083 GV Amsterdam, - Arent Janszoon Ernststraat 199, [redacted] ------------------
----
als schriftelijk gevolmachtigde van: ---
de vennootschap opgericht naar het recht van Japan:------------------------------------
BBIX, Inc., --
gevestigd en kantoorhoudende te 105-7317 Minato-Ku, Tokyo, Japan, 1-9-1 Higashi-Shimbashi, ingeschreven in het register van het Tokyo Legal Affairs Bureau onder -- nummer: 0104-01-088629. ---
Voormelde volmacht zal aan deze akte worden gehecht. ---------------------------------
De comparant, handelend als vermeld, heeft verklaard hierbij een besloten ------------ vennootschap met beperkte aansprakelijkheid op te richten en daarvoor de volgende statuten vast te stellen: ---

U

KONINKLIJKE NOTARIËLE BEROEPSORGANISATIE

Artikel 1. Begripsbepalingen
In deze statuten hebben de volgende begrippen de daarachter vermelde betekenis:
"aandeel" betekent een aandeel in het kapitaal van de vennootschap;
"aandeelhouder" betekent een houder van één of meer aandelen;
"algemene vergadering" betekent het orgaan dat wordt gevormd door de aandeelhouders dan wel een bijeenkomst van aandeelhouders (of hun vertegenwoordigers) en andere personen met vergaderrechten;
"bestuurder" betekent een lid van het bestuur;
"bestuur" betekent het bestuur van de vennootschap;
"schriftelijk" betekent bij brief, telefax of e-mail, of enig ander langs elektronische weg toegezonden leesbaar en reproduceerbaar bericht;
"uitkeerbare eigen vermogen" betekent het deel van het eigen vermogen van de vennootschap, dat groter is dan de reserves die krachtens de wet of de statuten moeten worden aangehouden;
"vennootschap" betekent de vennootschap waarvan de interne organisatie wordt beheerst door deze statuten;
"vergaderrecht" betekent het recht om in persoon of bij schriftelijk gevolmachtigde de algemene vergadering bij te wonen en daar het woord te voeren.

Artikel 2. Naam, zetel en duur
1. De vennootschap draagt de naam:
   BBIX Europe B.V.
2. Zij heeft haar zetel te Amsterdam.
3. De vennootschap is aangegaan voor onbepaalde tijd.

Artikel 3. Doel
De vennootschap heeft ten doel:
- het verbeteren van mobiele roaming-omgevingen met L2-connecties en het uitbreiden van de Europese voetafdruk van de groep wat betreft de IX-dienstverlening;
- het oprichten van, het op enigerlei wijze deelnemen in, het besturen van en het toezicht houden op ondernemingen en vennootschappen;
- het verstrekken van garanties en het verbinden van de vennootschap of activa van de vennootschap ten behoeve van ondernemingen en vennootschappen, waarmee de vennootschap in een groep is verbonden;
- het verlenen van diensten aan ondernemingen en vennootschappen;
- het financieren van ondernemingen en vennootschappen;
- het lenen en verstrekken van gelden;
- het verkrijgen, vervreemden, beheren en exploiteren van registergoederen en van vermogenswaarden in het algemeen;
- het exploiteren en verhandelen van octrooien, merken, vergunningen, know-how en intellectuele eigendomsrechten;
- het verrichten van alle soorten industriële, financiële en commerciële activiteiten;

en al hetgeen daarmee verband houdt of daaraan bevorderlijk kan zijn, alles in de ruimste zin des woords.

Artikel 4. Aandelen ---
1. Het kapitaal van de vennootschap bestaat uit één of meer aandelen met een ------ nominale waarde van één eurocent (€ 0,01) elk. ------------------------------------
2. Ten minste één (1) aandeel met stemrecht wordt gehouden door een ander dan -- en anders dan voor rekening van de vennootschap of één van haar ---------------- dochtermaatschappijen. --
3. De aandelen luiden op naam. --
4. Aandeelbewijzen kunnen niet worden uitgegeven. ------------------------------------

Artikel 5. Register van aandeelhouders --
1. Het bestuur houdt een register, waarin de namen en adressen van alle houders --- van aandelen zijn opgenomen, met vermelding van de datum waarop zij de ------ aandelen hebben verkregen, de datum van erkenning of betekening alsmede met vermelding van het op ieder aandeel gestorte bedrag. --------------------------------
2. Op het register is artikel 2:194 Burgerlijk Wetboek van toepassing. ---------------

Artikel 6. Uitgifte van aandelen --
1. Uitgifte van aandelen kan slechts ingevolge een besluit van de algemene -------- vergadering geschieden, voor zover door de algemene vergadering geen ander -- orgaan is aangewezen. --
2. Voor de uitgifte van een aandeel is voorts vereist een daartoe bestemde ten ------ overstaan van een in Nederland gevestigde notaris verleden akte waarbij de ------ betrokkenen partij zijn. ---
3. Bij het besluit tot uitgifte van aandelen wordt bepaald of aandeelhouders een ---- voorkeursrecht hebben, met inachtneming van het ter zake in de wet bepaalde. --
4. Bij uitgifte van elk aandeel moet daarop het gehele nominale bedrag worden ---- gestort. Bedongen kan worden dat het nominale bedrag of een deel daarvan ------ eerste behoeft te worden gestort na verloop van een bepaalde tijd of nadat de ---- vennootschap het zal hebben opgevraagd. Na oprichting kan storting in een ------ andere geldeenheid dan waarin de nominale waarde luidt slechts geschieden met toestemming van de vennootschap. --
5. Het bestuur is bevoegd zonder voorafgaande goedkeuring van de algemene ------ vergadering rechtshandelingen aan te gaan als bedoeld in artikel 2:204 lid 1 ----- Burgerlijk Wetboek. ---

Artikel 7. Eigen aandelen --
1. De vennootschap mag - met inachtneming van artikel 4 lid 2 en het -------------- dienaangaande in de wet bepaalde - volgestorte eigen aandelen of certificaten --- daarvan verkrijgen. ---
2. De vennootschap kent geen vergaderrecht toe aan houders van certificaten van -- aandelen in haar kapitaal. --

Artikel 8. Levering van aandelen. Vruchtgebruik. Pandrecht ---------------------------
1. Voor de levering van een aandeel, de vestiging of levering van een beperkt recht daarop is vereist een daartoe bestemde ten overstaan van een in Nederland ------- gevestigde notaris verleden akte waarbij de betrokkenen partij zijn. ---------------
2. Behoudens in het geval dat de vennootschap zelf bij de rechtshandeling partij is, kunnen de aan het aandeel verbonden rechten eerst worden uitgeoefend nadat de

vennootschap de rechtshandeling heeft erkend of de akte aan haar is betekend --- overeenkomstig het in de wet daaromtrent bepaalde. -----------------------------------

3. Bij vestiging van een vruchtgebruik of een pandrecht op een aandeel kan het ---- stemrecht aan de vruchtgebruiker of de pandhouder worden toegekend, mits de - overgang van stemrecht is goedgekeurd door de algemene vergadering. ---------

Artikel 9. Blokkeringsregeling. Aanbieding --

1. Een aandeelhouder, die één of meer aandelen wenst te vervreemden, is verplicht die aandelen eerst, overeenkomstig het hierna in dit artikel bepaalde, te koop aan te bieden aan zijn mede-aandeelhouders. Deze aanbiedingsverplichting geldt ---- niet, indien alle aandeelhouders schriftelijk hun goedkeuring aan de betreffende vervreemding hebben gegeven, welke goedkeuring slechts voor een periode van drie maanden geldig is. Evenmin geldt deze aanbiedingsverplichting in het geval de aandeelhouder krachtens de wet tot overdracht van zijn aandelen aan een ----- eerdere aandeelhouder verplicht is. --
   Onder vervreemding wordt onder meer mede begrepen inbreng in en verdeling - van enigerlei gemeenschap. ---
2. De aandeelhouders, die gegadigden zijn voor de aangeboden aandelen, zijn ------ verplicht het bestuur daarvan schriftelijk in kennis te stellen, onder opgave van - het aantal aandelen, dat zij wensen over te nemen, binnen twee maanden na het - aanbod, bij gebreke waarvan zij geacht zullen worden niet gegadigd te zijn voor de aangeboden aandelen. De prijs, waarvoor de aandelen door de andere aan- ---- deelhouders kunnen worden overgenomen, wordt vastgesteld door de aanbieder en zijn mede-aandeelhouders. ---
   Indien zij niet tot overeenstemming komen, wordt de prijs vastgesteld door een - onafhankelijke deskundige, op verzoek van de meest gerede partij te benoemen - door de voorzitter van het Nederlandse Beroepsorganisatie van Accountants ----- (NBA), tenzij partijen onderling overeenstemming over de deskundige bereiken. De mede-aandeelhouders zijn verplicht binnen dertig dagen na de prijsvast- ------ stelling aan de aanbieder, bij aangetekend schrijven, mede te delen of en in ----- hoeverre zij op de aangeboden aandelen reflecteren, onder voorwaarde van ----- contante betaling, bij gebreke waarvan zij geacht worden het aanbod niet te ------ hebben aanvaard. ---
3. Indien de mede-aandeelhouders tezamen op meer aandelen reflecteren dan zijn - aangeboden, zullen de aangeboden aandelen tussen hen worden verdeeld, zoveel mogelijk in verhouding van het aantal aandelen dat zij reeds bezitten, doch met - inachtneming van het aantal aandelen, waarop zij gereflecteerd hebben. ---------
4. De aanbieder blijft bevoegd zijn aanbod in te trekken, mits dit geschiedt binnen - een maand, nadat hem bekend is aan welke gegadigde hij al die aandelen, -------- waarop het aanbod betrekking heeft, kan verkopen en tegen welke prijs. ----------
5. Indien vaststaat, dat de mede-aandeelhouders het aanbod niet aanvaarden of dat niet al de aandelen, waarop het aanbod betrekking heeft, tegen contante betaling worden gekocht, zal de aanbieder de aandelen binnen drie maanden na die ------- vaststelling vrijelijk mogen overdragen. --

6. Ingeval van faillissement van een aandeelhouder, van overlijden van een -------- aandeelhouder-natuurlijk persoon of van liquidatie of ontbinding van een -------- aandeelhouderrechtspersoon, moeten de aandelen van de betreffende ------------- aandeelhouder worden aangeboden met inachtneming van het hiervoor bepaalde, binnen drie maanden na het plaatsvinden van de betreffende gebeurtenis. Indien alsdan op alle aangeboden aandelen wordt gereflecteerd, kan het aanbod niet ---- worden ingetrokken.--

Artikel 10. Bestuur--

1. De vennootschap heeft een bestuur, bestaande uit één of meer bestuurders. ------- Zowel natuurlijke personen als rechtspersonen kunnen bestuurder zijn. -----------
2. De algemene vergadering benoemt de bestuurders en is bevoegd hen te allen ---- tijde te ontslaan of te schorsen. ---
3. De algemene vergadering stelt de beloning en verdere arbeidsvoorwaarden van - iedere bestuurder vast. ---

Artikel 11. Bestuurstaak. Besluitvorming --

1. Het bestuur is belast met het besturen van de vennootschap. -----------------------
2. Het bestuur kan, met inachtneming van deze statuten, een reglement opstellen, -- waarin aangelegenheden, hem intern betreffende, worden geregeld. ---------------
3. Een bestuurder neemt niet deel aan de beraadslaging en besluitvorming indien -- hij daarbij een direct of indirect persoonlijk belang heeft dat tegenstrijdig is met het belang van de vennootschap en de met haar verbonden onderneming. -------- Wanneer hierdoor geen besluit kan worden genomen, wordt het besluit genomen door de algemene vergadering. --
4. Het bestuur besluit bij volstrekte meerderheid van de uitgebrachte stemmen. Bij staking van stemmen beslist de algemene vergadering.-----------------------------
5. Het bestuur kan ook buiten vergadering besluiten nemen, indien alle bestuurders zijn geraadpleegd en iedere bestuurder heeft ingestemd met deze wijze van ------ besluitvorming.--
6. De algemene vergadering is bevoegd bestuursbesluiten aan haar goedkeuring te onderwerpen, mits daarvan schriftelijk opgave wordt gedaan aan het bestuur. ----

Artikel 12. Vertegenwoordiging --

1. Het bestuur is bevoegd de vennootschap te vertegenwoordigen. ------------------- De bevoegdheid tot vertegenwoordiging komt mede aan iedere bestuurder toe, -- zelfstandig handelend. --
2. Rechtshandelingen van de vennootschap jegens de houder van alle aandelen, ---- waarbij de vennootschap wordt vertegenwoordigd door deze aandeelhouder, ---- worden schriftelijk vastgelegd. Voor de toepassing van de vorige zin worden ---- aandelen gehouden door de vennootschap of haar dochtermaatschappijen niet --- meegeteld. ---
3. Lid 2 is niet van toepassing op rechtshandelingen die onder de bedongen -------- voorwaarden tot de gewone bedrijfsuitoefening van de vennootschap behoren. --

Artikel 13---

Ingeval van ontstentenis of belet van één of meer bestuurders zijn de overige -------- bestuurders of is de overige bestuurder tijdelijk met het bestuur van de vennootschap belast, terwijl ingeval van ontstentenis of belet van alle bestuurders of van de enige - bestuurder tijdelijk met het bestuur is belast, de persoon die daartoe door de --------- algemene vergadering wordt aangewezen. Onder belet wordt te dezen verstaan ------ schorsing en de onmogelijkheid contact te maken gedurende tenminste zeven dagen - wegens ziekte of onbereikbaarheid. ---

Artikel 14. Boekjaar en jaarrekening---

1. Het boekjaar vangt aan op één april van elk kalenderjaar en eindigt op ----------- éénendertig maart van het daaropvolgende kalenderjaar. --------------------------
2. Jaarlijks, binnen vijf maanden na afloop van het betrokken boekjaar - behoudens verlenging van deze termijn met ten hoogste vijf maanden door de algemene ---- vergadering op grond van bijzondere omstandigheden - , wordt door het bestuur een jaarrekening opgemaakt, bestaande uit een balans, een winst- en ------------ verliesrekening en een toelichting. ---
   Binnen bedoelde periode worden de jaarrekening en het bestuursverslag ten ----- kantore van de vennootschap voor de vergadergerechtigden ter inzage ----------- neergelegd. ---
3. De jaarrekening wordt vastgesteld door de algemene vergadering. ----------------

Artikel 15. Winst---

1. De algemene vergadering is bevoegd tot bestemming van de winst die door de -- vaststelling van de jaarrekening is bepaald en tot vaststelling van het uitkeerbare eigen vermogen. --
2. Een besluit van de algemene vergadering dat strekt tot uitkering heeft geen ------ gevolgen zolang het bestuur geen goedkeuring heeft verleend. Het bestuur ------- weigert slechts de goedkeuring indien het weet of redelijkerwijs behoort te ------ voorzien dat de vennootschap na de uitkering niet zal kunnen blijven voortgaan - met het betalen van haar opeisbare schulden. ---
3. Indien de vennootschap na een uitkering niet kan voortgaan met het betalen van haar opeisbare schulden, zijn de bestuurders die dat ten tijde van de uitkering --- wisten of redelijkerwijs behoorden te voorzien jegens de vennootschap ---------- hoofdelijk verbonden voor het tekort dat door de uitkering is ontstaan met de ---- wettelijke rente vanaf de dag van de uitkering. Niet verbonden is de bestuurder - die bewijst dat het niet aan hem te wijten is dat de vennootschap de uitkering ---- heeft gedaan en dat hij niet nalatig is geweest in het treffen van maatregelen om de gevolgen daarvan af te wenden.---
4. De vordering van de aandeelhouder tot uitkering van dividend vervalt door een - tijdsverloop van vijf jaren. ---

Artikel 16. Algemene vergaderingen van aandeelhouders-------------------------------

1. De algemene vergaderingen worden gehouden in de plaats waar de -------------- vennootschap statutair is gevestigd of in de gemeente waar zij haar woonplaats - heeft. ---
2. Jaarlijks, binnen zes maanden na afloop van het boekjaar, wordt een algemene -- vergadering gehouden, waarin onder meer de jaarrekening en de ----------------- winstbestemming worden vastgesteld, dan wel wordt een besluit genomen ------ overeenkomstig artikel 21. ---

Artikel 17--
1. De oproeping tot de algemene vergadering geschiedt door het bestuur niet later - dan op de achtste dag vóór die van de vergadering. ------------------------------------
2. Aandeelhouders en andere vergadergerechtigden worden tot algemene ------------ vergaderingen opgeroepen per brief, gezonden aan de adressen volgens het bij -- artikel 5 bedoelde register, dan wel met instemming van de vergadergerechtigde op andere schriftelijke wijze. ---

Artikel 18. Besluitvorming zonder oproeping. Aantekeningen ---------------------------
1. Wanneer de oproepingstermijn als bedoeld in artikel 17 lid 1 niet is nageleefd of de oproeping niet heeft plaats gehad, dan kunnen geen wettige besluiten worden genomen, tenzij alle vergadergerechtigden ermee hebben ingestemd dat de ------ besluitvorming plaatsvindt en de bestuurders voorafgaand aan de besluitvorming in de gelegenheid zijn gesteld om advies uit te brengen. -------------------------------
2. Het bestuur houdt van de genomen besluiten aantekening. Indien het bestuur niet ter vergadering is vertegenwoordigd wordt door of namens de voorzitter van de - vergadering een afschrift van de genomen besluiten zo spoedig mogelijk na de -- vergadering aan het bestuur verstrekt. De aantekeningen liggen ten kantore van - de vennootschap ter inzage van de vergadergerechtigden. Aan ieder van dezen -- wordt desgevraagd een afschrift of uittreksel van deze aantekeningen verstrekt -- tegen ten hoogste de kostprijs. --

Artikel 19--
1. Op door de vennootschap verkregen aandelen in haar kapitaal kunnen de daaraan verbonden stemrechten door de vennootschap niet worden uitgeoefend. --------- Op die aandelen vindt generlei uitkering ten behoeve van de vennootschap ------ plaats. --
2. Bij de vaststelling van enige meerderheid of enig quorum, vereist bij de --------- besluitvorming van de algemene vergadering, worden de door de vennootschap - verkregen aandelen in haar kapitaal buiten beschouwing gelaten. -----------------

Artikel 20--
1. De algemene vergaderingen voorzien zelf in haar voorzitterschap. -----------------
2. De algemene vergadering besluit met volstrekte meerderheid der geldig --------- uitgebrachte stemmen. --
3. Elk aandeel geeft recht tot het uitbrengen van één stem. ------------------------------
4. Indien zulks bij de oproeping is vermeld is iedere vergadergerechtigde bevoegd om, in persoon of bij schriftelijk gevolmachtigde, door middel van een ---------- elektronisch communicatiemiddel aan de algemene vergadering deel te nemen, - daarin het woord te voeren en -als vergadergerechtigde met stemrecht- het ------ stemrecht uit te oefenen, mits de vergadergerechtigde via het elektronisch -------- communicatiemiddel kan worden geïdentificeerd, rechtstreeks kan kennisnemen van de verhandelingen ter vergadering en kan deelnemen aan de beraadslaging. -
5. De algemene vergadering is bevoegd bij reglement voorwaarden te stellen aan -- het gebruik van het elektronische communicatiemiddel. Indien de algemene ----- vergadering van deze bevoegdheid gebruik heeft gemaakt, worden de ------------ voorwaarden bij de oproeping bekend gemaakt. --------------------------------------

c

KONINKLIJKE NOTARIËLE BEROEPSORGANISATIE

6. Het bestuur houdt van de genomen besluiten aantekening; artikel 18 lid 2 van --- deze statuten is van overeenkomstige toepassing. ----------------------------------

Artikel 21. Besluitvorming buiten vergadering. Aantekeningen -------------------------

1. Besluitvorming van aandeelhouders kan op andere wijze dan in een vergadering geschieden, mits alle vergadergerechtigden met deze wijze van besluitvorming - schriftelijk hebben ingestemd. Alle bestuurders worden voorafgaand aan de ----- besluitvorming in de gelegenheid gesteld om advies uit te brengen.----------------
2. Het bestuur houdt van de aldus genomen besluiten aantekening. Ieder van de ---- vergadergerechtigden is verplicht er voor zorg te dragen dat de conform lid 1 ---- genomen besluiten zo spoedig mogelijk schriftelijk ter kennis van het bestuur --- worden gebracht. --

   De aantekeningen liggen ten kantore van de vennootschap ter inzage van de ----- vergadergerechtigden. Aan ieder van dezen wordt desgevraagd een afschrift of -- uittreksel van deze aantekeningen verstrekt tegen ten hoogste de kostprijs. ------

Artikel 22. Statutenwijziging --

Wanneer aan de algemene vergadering een voorstel tot statutenwijziging wordt ------ gedaan, dient tegelijkertijd een afschrift van het voorstel, waarin de voorgestelde ---- wijziging woordelijk is opgenomen, ten kantore van de vennootschap ter inzage te -- worden gelegd voor diegenen, die volgens de wet tot inzage zijn gerechtigd, tot de -- afloop van de betreffende vergadering.--

Artikel 23. Vereffening --

1. In geval van ontbinding van de vennootschap krachtens besluit van de algemene vergadering zijn de bestuurders belast met de vereffening van het vermogen van de vennootschap tenzij de algemene vergadering anders besluit. ------------------
2. De algemene vergadering stelt de beloning van de vereffenaars vast. -------------
3. De vereffening geschiedt met inachtneming van het ter zake in de wet bepaalde.
4. Hetgeen na voldoening van de schulden is overgebleven wordt overgedragen aan de aandeelhouders naar evenredigheid van het gezamenlijk bedrag van ieders --- aandelen. --
5. Op de vereffening zijn voorts de bepalingen van Titel 1, Boek 2 Burgerlijk ------ Wetboek van toepassing. ---
6. Gedurende de vereffening blijven de bepalingen van de statuten voor zover ------ mogelijk van kracht. --

Overgangsbepaling --

Het eerste boekjaar van de vennootschap eindigt op eenendertig maart tweeduizend - negentien. ---

De onderhavige bepaling komt te vervallen na ommekomst van het eerste boekjaar van de vennootschap.---

Slotverklaringen --

Tenslotte verklaarde de comparant als volgt: --

1. Voor de eerste maal worden tot bestuurders van de vennootschap benoemd: -----
   - de heer Keiichi Makizono, [redacted] -------------------------

- de heer Michikazu Fukuchi, [redacted] -------
- de heer Yasuhiro Koyabu, [redacted] --------------

2. In het kapitaal van de vennootschap wordt door de oprichtster, BBIX, Inc. ------- voornoemd, deelgenomen voor éénhonderd (100) aandelen, met een nominale -- waarde van één eurocent (€ 0,01), elk. ---
Het geplaatste kapitaal bedraagt: één euro (€ 1,00). --------------------------------
3. De plaatsing geschiedt à pari. ---
Het nominale bedrag op de aandelen zal eerst in geld worden gestort nadat de --- vennootschap het zal hebben opgevraagd. --
4. De vennootschap verbindt zich tot het betalen van kosten die met de oprichting - verband houden. --

De comparant is mij, notaris, bekend.---
WAARVAN AKTE,--
verleden te Amsterdam op de datum in het hoofd dezer akte vermeld. -----------------
Alvorens tot voorlezing is overgegaan is de inhoud der akte zakelijk aan de ---------- comparant opgegeven en toegelicht. ---
Deze heeft daarna verklaard van de inhoud der akte kennis te hebben genomen, ------ daarmee in te stemmen en op volledige voorlezing daarvan geen prijs te stellen. ------
Onmiddellijk na beperkte voorlezing is deze akte door de comparant en mij, notaris, ondertekend om zestien uur vijf minuten.
(Volgt ondertekening)

UITGEGEVEN VOOR AFSCHRIFT:
Amsterdam, 30 oktober 2018 na 13:30 uur.

Bq ul

December 10,2021

I, MICHIKAZU FUKUCHI, director of BBIX Europe B.V. certify that this is a true copy of the original latest financial statements.

DocuSigned by:

Michikazu Fukuchi

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MICHIKAZU FUKUCHI

KPMG

BBIX Europe B.V.

Report on the financial statements 1 April 2019 until 31 March 2020

KPMG Accountants N.V.

Amstelveen, 12 October 2021

This report contains 17 pages.

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1. Report

To the Board of Directors of
BBIX Europe B.V.
Amsterdam

Amstelveen, 12 October 2021

Dear Directors,

1.1 Introduction

We take pleasure in submitting our compilation report to the financial statements for the year ended as at 31 March 2020 of your company.

1.2 Accountant's compilation report

The financial statements of BBIX Europe B.V. at Amsterdam have been compiled by us using the information provided by you. The financial statements comprise the balance sheet as at 31 March 2020 and the profit and loss account for the year then ended with the accompanying explanatory notes. These notes include a summary of the accounting policies which have been applied.

This compilation engagement has been performed by us in accordance with Dutch law, including the Dutch Standard 4410, "Compilation engagements", which is applicable to accountants. The standard requires us to assist you in the preparation and presentation of the financial statements in accordance with Part 9 of Book 2 of the Dutch Civil Code. To this end we have applied our professional expertise in accounting and financial reporting.

In a compilation engagement, you are responsible for ensuring that you provide us with all relevant information and that this information is correct. Therefore, we have conducted our work, in accordance with the applicable regulations, on the assumption that you have fulfilled your responsibility. To conclude our work, we have read the financial statements as a whole to consider whether the financial statements as presented correspond with our understanding of BBIX Europe B.V. We have not performed any audit or review procedures which would enable us to express an opinion or a conclusion as to the fair presentation of the financial statements.

During this engagement we have complied with the relevant ethical requirements prescribed by the "Verordening Gedrags- en Beroepsregels Accountants" (VGBA). You and other users of these financial statements may therefore assume that we have conducted the engagement in a professional, competent and objective manner and with due care and integrity and that we will treat all information provided to us as confidential.

We should be pleased to provide with any explanation you may require.

Yours sincerely,

KPMG Accountants N.V.

E.D. Tonkes AA

2. Financial report 2019/2020

2.1 Balance sheet as at 31 March 2020

(Before appropriation of result)

			31-3-2020		31-3-2019
		EUR	EUR	EUR	EUR
Fixed assets					
Tangible fixed assets	*1*		**672,461**		-
Current assets					
Trade and other receivables	*2*		**49,497**		1,647
Cash and cash equivalents	*3*		**311,896**		100,000
			1,033,854		101,647
Shareholder's equity	*4*				
Issued capital		**600,000**		100,000	
Other reserves		**-39,117**		-	
Unappropriated result		**-265,911**		-39,117	
			294,972		60,883
Current liabilities	*5*		**738,882**		40,764
			1,033,854		101,647

2.2 Profit and loss account for the period 1-4-2019 until 31-3-2020

		1-4-2019 / 31-3-2020		30-10-2018 / 31-3-2019	
		EUR	EUR	EUR	EUR
Wages and salaries	6	27,536		-	
Depreciation of tangible fixed assets	7	12,820		-	
Other operating costs	8	224,819		39,117	
Total operating expenses			265,175		39,117
Operating result			-265,175		-39,117
Currency translation differences			-736		-
Result before tax			-265,911		-39,117
Tax on result			-		-
Result after tax			-265,911		-39,117

2.3 Notes to the 2019/2020 financial statements

Entity information

Registered address and registration number trade register

The registered and actual address of BBIX Europe B.V. is Herengracht 420, 1017BZ in Amsterdam The Netherlands. BBIX Europe B.V. is registered at the Chamber of Commerce under number 72976209.

General notes

The most important activities of the entity

BBIX Europe B.V. (further named: 'the Company') was incorporated on 30 October 2018.

The main activities of the Company consist of construction and operation of mobile data networks, holding and financing activities. BBIX Europe B.V. was established to provide "SmartIX" service in the Netherlands with the aim of improving connectivity between Asia and the other regions in the world, and to realize ideal Internet traffic exchange interconnections.

Disclosure of going concern

This financial year was the second operating year for the company. During this year the company recognised a negative result of EUR 265,911.

To support the company the shareholder provided a loan in FY2021 for the amount of JPY 180M to enable the company to pay its liabilities. In addition the shareholder issued a letter of support, dated 25 May 2021, which covers a period of at least 12 months after date of these financial statements.

Based on these circumstances management is of the opinion that the going concern assumption is justified and therefore these financial statements have been prepared on the basis of the going concern assumption.

Disclosure of group structure

BBIX Europe B.V. is a private limited liability company under Dutch law. 100% of the shares of the Company are held by BBIX, Inc. The ultimate shareholder is SoftBank Group Corp.; Japan.

General accounting principles

The accounting standards used to prepare the financial statements

These financial statements cover the period from 1 April 2019 until 31 March 2020.

The financial statements have been prepared in accordance with Title 9, Book 2 of the Dutch Civil Code.

The accounting policies applied for measurement of assets and liabilities and determination of results are based on the historical cost convention, unless otherwise stated in the further accounting principles.

Assets and liabilities are measured at historical cost, unless stated otherwise in the further principles.

An asset is recognised in the balance sheet when it is probable that the expected future economic benefits that are attributable to the asset will flow to the Company and the asset has a cost price or value of which the amount can be measured reliably. Assets that are not recognised in the balance sheet are considered as off-balance sheet assets.

A liability is recognised in the balance sheet when it is expected that the settlement of an existing obligation will result in an outflow of resources embodying economic benefits and the amount necessary to settle this obligation can be measured reliably. Provisions are included in the liabilities of the Company. Liabilities that are not recognised in the balance sheet are considered as off-balance sheet liabilities.

An asset or liability that is recognised in the balance sheet, remains recognised on the balance sheet if a transaction (with respect to the asset or liability) does not lead to a major change in the economic reality with respect to the asset or liability. Such transactions will not result in the recognition of results. When assessing whether there is a significant change in the economic circumstances, the economic benefits and risks that are likely to occur in practice are taken into account. The benefits and risks that are not reasonably expected to occur, are not taken in to account in this assessment.

An asset or liability is no longer recognised in the balance sheet, and thus derecognised, when a transaction results in all or substantially all rights to economic benefits and all or substantially all of the risks related to the asset or liability are transferred to a third party. In such cases, the results of the transaction are directly recognised in the profit and loss account, taking into account any provisions related to the transaction.

If assets are recognised of which the Company does not have the legal ownership, this fact is being disclosed.

Income is recognised in the profit and loss account when an increase in future economic potential related to an increase in an asset or a decrease of a liability arises of which the size can be measured reliably. Expenses are recognised when a decrease in the economic potential related to a decrease in an asset or an increase of a liability arises of which the size can be measured with sufficient reliability.

Revenues and expenses are allocated to the respective period to which they relate.

Events that provide further information on the actual situation at the balance sheet date and that appear before the financial statements are being prepared, are recognised in the financial statements.

Events that provide no information on the actual situation at the balance sheet date are not recognised in the financial statements. When those events are relevant for the economic decisions of users of the financial statements, the nature and the estimated financial effects of the events are disclosed in the financial statements.

The financial statements are presented in euros (EUR), the Company's functional currency.

Conversion of amounts denominated in foreign currency

At initial recognition, transactions denominated in a foreign currency are translated into the functional currency of the Company at the exchange rates at the date of the transactions.

Monetary assets and liabilities denominated in foreign currencies are translated at the balance sheet date into to the functional currency at the exchange rate applying on that date. Exchange differences resulting from the settlement of monetary items, or resulting from the translation of monetary items denominated in foreign currency, are recognised in profit and loss in the period in which the exchange difference arise. Exempted from this are exchange differences on monetary items that are part of a net investment in a foreign operation.

Non-monetary assets and liabilities denominated in foreign currency that are measured based on historical cost, are translated into the functional currency at the exchange rates at the date of the transactions.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at current value, are translated into the functional currency at the exchange rates when the current value is determined. Exchange rate differences that arise from this translation are directly recognised in equity as part of the revaluation reserve.

Leases

The Company may enter into finance and operating leases. A lease agreement under which the risks and rewards of ownership of the leased object are carried entirely or almost entirely by the lessee are classified as finance leases. All other leases are classified as operating leases. For the lease classification, the economic substance of the transaction is conclusive rather than the legal form.

At inception of an arrangement, the Company assesses whether the lease classifies as a finance or operating lease.

Operating leases

If the Company acts as lessee in an operating lease, the leased property is not capitalised. Benefits received as an incentive to enter into an agreement are recognised as a reduction of rental expense over the lease term. Lease payments and benefits regarding operating leases are recognised to the profit and loss account on a straight-line basis over the lease term, unless another systematic basis is more representative of the time pattern of the benefits from the use of the leased asset.

Accounting principles

Property, plant and equipment

Tangible fixed assets are recognised in the balance sheet when it is probable that the expected future economic benefits that are attributable to the asset will flow to the Company and the cost of that asset can be measured reliably.

Equipment, other fixed operating assets and prepayments on tangible fixed assets are measured at cost, less accumulated depreciation and impairment losses.

The cost comprises the price of acquisition or manufacture, plus other costs that are necessary to get the assets to their location and condition for their intended use. Expenditure is only capitalised when it extends the useful life of the asset.

If the payment term for the purchase price of a tangible fixed asset is beyond normal credit terms, the cost of the asset is based on the present value of the obligation.

In the event that tangible fixed assets are acquired in return for a non-monetary asset, the cost of the tangible fixed asset is determined on the basis of fair value, insofar as the exchange transactions result in a change in the economic conditions and the fair value of the acquired asset or the specified asset can be measured reliably.

Investment grants are deducted from the cost of the assets to which the grants relate.

Depreciation is recognised in the profit and loss account on a straight-line basis over the estimated useful lives of each item of the tangible fixed assets, taking into account any estimated residual value of the individual assets. No depreciation is recognised on land, tangible fixed assets under construction and prepayments on tangible fixed assets. Depreciation starts as soon as the asset is available for its intended use, and ends at decommissioning or divestment.

The following rates of depreciation are applied:
- Equipment: 10%-20%.

Assets retired from active use are measured at the lower of book value or net realisable value.

Receivables

Receivables are measured at initial recognition at fair value, plus transaction costs (if material). After initial recognition, receivables are measured at amortised cost. If no premium or discount and transaction costs are applicable, the amortised cost is equal to the nominal value of the receivables, less a provision for uncollectible debts. These provisions are determined by individual assessment of the receivables.

Cash and cash equivalents

Cash and cash equivalents are measured at nominal value. If cash and cash equivalents are not readily available, this fact is taken into account in the measurement.

Cash and cash equivalents denominated in foreign currencies are translated at the balance sheet date in the functional currency at the exchange rate ruling at that date. Reference is made to the accounting policies for foreign currencies.

Equity

Financial instruments that are designated as equity instruments by virtue of the legal reality are presented under shareholders' equity. Payments to holders of these instruments are deducted from the shareholder's equity as part of the profit distribution.

Financial instruments that are designated as a financial liability by virtue of the legal reality are presented under liabilities. Interest, dividends, income and expenditure with respect to these financial instruments are recognised in the profit and loss as financial income or expense.

Current liabilities

At initial recognition, current liabilities are recognised at fair value. After initial recognition, current liabilities are measured at amortised cost. If no premium or discount and transaction costs are applicable, the amortised cost is equal to the nominal value of the liability.

Wages

Employee benefits are charged to the profit and loss account in the period in which the employee services are rendered and, to the extent not already paid, as a liability on the balance sheet. If the amount already paid exceeds the benefits owed, the excess is recognised as a current asset to the extent that there will be a reimbursement by the employees or a reduction in future payments by the company.

Other operating expenses

Costs are determined on a historical basis and are attributed to the reporting year to which they relate.

Income tax expense

Corporate income tax comprises the current and deferred corporate income tax payable and deductible for the reporting period. Corporate income tax is recognised in the profit and loss account except to the extent that it relates to items recognised directly to equity, in which case it is recognised in equity, or to business combinations.

Current tax comprises the expected tax payable or recoverable on the taxable profit or loss for the financial year, calculated using tax rates enacted or substantively enacted at the reporting date, and any adjustments to tax payable in respect of previous years.

If the carrying amount of assets and liabilities for financial reporting purposes differ from their values for tax purposes (tax base), this results in temporary differences.

For taxable temporary differences, a provision for deferred tax liabilities is recognised.

For deductible temporary differences, available tax losses and unused tax credits, a deferred tax asset is recognised, but only to the extent that it is probable that future taxable profits will be available for set-off or compensation. Deferred tax assets are reviewed at each reporting date and reduced to the extent that it is no longer probable that the related tax benefit will be realised.

Deferred tax assets and deferred tax liabilities are offset in the balance sheet if the company has a legally enforceable right to offset current tax assets against current tax liabilities, insofar as they relate to the same financial year and deferred tax assets relate to income taxes levied by the same tax authority on the same taxable Company, or the same fiscal unity.

The measurement of deferred tax liabilities and deferred tax assets is based on the tax consequences following from the manner in which the Company expects, at the balance sheet date, to realise or settle its assets, provisions, debts and accrued liabilities. Deferred tax assets and liabilities are measured at nominal value.

2.4 Notes to the balance sheet

1 Tangible fixed assets

	31-3-2020	31-3-2019
	EUR	EUR
Equipment	672,461	-

Tangible fixed assets

	Equipment
	EUR
Book value as at 1 April 2019	-
Movements	
Additions	685,281
Depreciation	-12,820
Balance movements	672,461
Balance as at 31 March 2020	
Cost or manufacturing price	685,281
Accumulated depreciation	-12,820
Book value as at 31 March 2020	672,461

Disclosure of property, plant and equipment

The tangible fixed assets relate to power supplies, various wiring and other equipment needed for the development of the global internet network.

2 Trade and other receivables

	31-3-2020	31-3-2019
	EUR	EUR
Valued added tax	12,727	588
Other receivables	14,765	-
Prepaid expenses	22,005	1,059
	49,497	1,647

Disclosure of receivables

Trade and other receivables are due within one year.

3 Cash and cash equivalents

	31-3-2020	31-3-2019
	EUR	EUR
Mizuho Bank Europe N.V.	311,896	100,000

Disclosure of cash and cash equivalents

Cash and cash equivalents are immediately accessible.

4 Shareholder's equity

	Issued capital	Other reserves	Unappropriated result	Total
	EUR	EUR	EUR	EUR
Balance as at 1 April 2019	100,000	-	-39,117	60,883
Result for the year	-	-	-265,911	-265,911
Appropriation of result	-	-39,117	39,117	-
Issue of shares	500,000	-	-	500,000
Balance as at 31 March 2020	600,000	-39,117	-265,911	294,972

Statement of the proposed appropriation of the result

The General Meeting will be asked to approve the following appropriation of the result after taxation 1 April 2019 until 31 March 2020: negative amount of EUR 265,911 to be deducted from the other reserves. The result after taxation for the period 1 April 2019 until 31 March 2020 is included under unappropriated result in the shareholder's equity.

The company can only make payments to the shareholder and other parties entitled to the distributable profit in so far as the company can continue to meet its payment obligations after the distribution (the so-called distribution test) and shareholder's equity exceeds the statutory reserves and reserves required by the articles of association (the so-called balance sheet test). Should that not be the case, the Management Board may not approve the distribution.

Disclosure of share capital paid called up

The Company's authorised capital amounts to EUR 600,000 and comprises 60,000,000 ordinary shares of EUR 0,01 each (2019: EUR 100,000 and comprises 10,000,000 ordinary shares of EUR 0,01 each). All shares have been issued and fully-paid up.

5 Current liabilities

	31-3-2020	31-3-2019
	EUR	EUR
Trade payables	691,819	3,388
Liabilities to related companies	12,780	25,376
Other payables	4,783	-
Accruals and deferred income	29,500	12,000
	738,882	40,764

Disclosure of current liabilities

All current liabilities mature within one year.

Liabilities to related companies

	31-3-2020	31-3-2019
	EUR	EUR
Liability to BBIX Inc.	**9,082**	25,376
Liability to BBIX International	**3,698**	-
	12,780	25,376

The liabilities to related parties bear no interest and are payable on demand.

Other payables

	31-3-2020	31-3-2019
	EUR	EUR
Legal welfare accrual	**616**	-
Bonus accrual	**4,167**	-
	4,783	-

Accruals and deferred income

	31-3-2020	31-3-2019
	EUR	EUR
Accruals for accounting and tax advisor fees	**29,500**	12,000

Off-balance-sheet rights, obligations and arrangements

Disclosure of off-balance sheet commitments

The Company has a lease agreement related to a variable desk rent with a monthly commitment of EUR 125 ex VAT (annual commitment of EUR 1,815 incl VAT), with end date of 17 October 2019, however with automatically extension for additional periods of 12 months.

The Company has a lease agreement related to a variable desk rent with a monthly commitment of GBP 700 excl. VAT (annual commitment of GBP 8,400 excl VAT), with end date of 31 January 2021.

Subsequent events

On 11 March 2020, the World Health Organization declared the Coronavirus COVID-19 outbreak to be a pandemic in recognition of its rapid spread across the globe, with over 200 countries affected. Many governments have been taking stringent steps to help contain, and in many jurisdictions, now delay, the spread of the virus.

At this time, the impact of the outbreak on our business has been limited as production at our facilities is uninterrupted, and we have currently not witnessed significant changes in demand, whereas supply chains and distribution channels are intact and our liquidity remains healthy. However, going forward the Covid-19 outbreak may negatively impact amongst others our supply chain, workforce, operations of our facilities, and market demand and liquidity. We will take all necessary actions to keep our operations running and, most importantly, protect our employees, suppliers, customers and all other stakeholders.

Based on our current knowledge and available information, we do not expect Covid-19 to have an impact on our ability to continue as a going concern in the future.

Except for the above, there are no events after the balance sheet date which have an impact on or should be disclosed in the company financial statements at year ended 31 March 2020.

2.5 Notes to the profit and loss account

6 Wages and salaries

	1-4-2019 / 31-3-2020 EUR	30-10-2018 / 31-3-2019 EUR
Salaries and related expenses	26,059	-
UK wage tax	1,477	-
	27,536	-

Average number of employees

During the financial year 1 April 2019 until 31 March 2020 the Company had 1 employees (2019: 0).

7 Depreciation of tangible fixed assets

	1-4-2019 / 31-3-2020 EUR	30-10-2018 / 31-3-2019 EUR
Depreciation equipment	12,820	-

8 Other operating costs

	1-4-2019 / 31-3-2020 EUR	30-10-2018 / 31-3-2019 EUR
Housing expenses	2,024	756
Selling expenses	36,475	9,996
Outsourced agent service fees	53,209	2,800
Accounting and Legal fees	25,370	18,446
Data center costs	101,925	-
Other expenses	5,816	7,119
	224,819	39,117

Amsterdam, 12 October 2021
BBIX Europe B.V.

M. Fukuchi
Director

Y. Koyabu
Director

FILE COPY

CERTIFICATE OF REGISTRATION OF AN OVERSEA COMPANY

(Registration of UK establishment)

Company Number **FC039174**

UK Establishment No. BR024274

The Registrar of Companies, hereby certifies that

BBIX EUROPE B.V.

has this day been registered under the Companies Act 2006 as having established a UK establishment in the United Kingdom

Given at Companies House on **4th January 2022**

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES