

*Convenience translation*

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**Laimberg 129. V V AG**

**Munich, Germany**

**OFFER DOCUMENT**

**for the**

**voluntary public purchase offer**

**to the shareholders of**

**SHS Viveon AG, Munich**

**to acquire of all shares of SHS Viveon AG not owned directly by Laimberg 129. V V AG or Sidetrade S.A., for a cash consideration of EUR 3.00 per share**

**Offer period: Tuesday, May 7, 2024, to Monday, June 17, 2024, 24:00 hours**

**ISIN DE000A0XFWK2 / WKN A0XFWK (Shares)**

**ISIN DE000A409633 / A40963 (Shares submitted for sale)**

## **1. General Information and Notices**

### **1.1 Bidder, Guarantor, and Target Company**

Laimberg 129. V V AG (future: Sidetrade AG), based in Munich, is registered in the commercial register of the Munich Local Court under registration number HRB 285922 (hereinafter referred to as "Bidder").

Sidetrade S.A., located in Boulogne-Billancourt, France, is registered under number 430 007 252 in the trade and companies register in Nanterre, France (registre du commerce et des sociétés de Nanterre) (hereinafter referred to as "Guarantor").

SHS Viveon AG, based in Munich, is registered in the commercial register of the Munich Local Court under registration number HRB 118229 (hereinafter referred to as "Target Company").

The Bidder is a 100% subsidiary of the Guarantor, acquired for the purposes of conducting the voluntary public purchase offer by the Guarantor.

### **1.2 Share Purchase Agreements**

Prior to the offer, share purchase agreements were concluded with selected shareholders for the acquisition of shares of the Target Company (hereinafter "Share Purchase Agreements"), leading to a participation by the Guarantor as 100% parent company of the Bidder of 43.0% of the share capital of the Target Company. Additional already bindingly signed share purchase agreements for 25.3% of the share capital of the Target Company will be closed in the next three months, so that the Bidder and the Guarantor together will have a participation of 68.3% in the share capital of the Target Company once these Share Purchase Agreements will be fulfilled.

### 1.3 Execution of the Offer Exclusively Under German Law

This voluntary public purchase offer (hereinafter also "Offer") by the Bidder is conducted exclusively under German law. Conducting as a public purchase offer under the provisions of another jurisdiction is not intended. No announcements, registrations, admissions, or approvals of this offer document or the Offer outside the Federal Republic of Germany have been requested or initiated.

The Offer is not subject to the provisions of the German Securities Acquisition and Takeover Act (Wertpapiererwerbs- und Übernahmegesetz, hereinafter referred to as WpÜG) as the scope of application pursuant to § 1 para. 1 WpÜG is not triggered. The Bidder points out that this Offer has not been reviewed or permitted by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht - hereinafter referred to as BaFin) and will not be reviewed or permitted in the future, as such a submission or review obligation towards BaFin does not exist.

### 1.4 Publication and Distribution of this Offer Document and Other Communications Related to the Offer

This offer document is published on the website of the Guarantor at <https://www.sidetrade.com> and in the Federal Gazette. No further publication of the offer document is intended. Furthermore, this offer document is available in paper form for free distribution by ODDO BHF SE, Frankfurt am Main. Corresponding inquiries can be directed by fax to +49 (0) 69 718 4630 or by email to [uebernahmeangebot@oddo-bhf.com](mailto:uebernahmeangebot@oddo-bhf.com). All other publications and communications by the Bidder related to this Offer are made, unless a further publication obligation exists, exclusively on the website of the Guarantor at [www.sidetrade.com](http://www.sidetrade.com). The Bidder has not caused nor permitted the publication, sending, distribution, or dissemination of this offer document, a summary thereof, or other documents concerning the offer directly or indirectly by third parties outside the Federal Republic of Germany and will not do so. The publication, sending, distribution, or dissemination of the offer document outside the Federal Republic of Germany may be subject to legal restrictions. The offer document may not be published, distributed, or passed on by third parties either directly or indirectly abroad if this is prohibited under applicable foreign provisions or depends on compliance with regulatory procedures or the granting of an approval or further requirements. Persons who come into possession of the offer document outside the Federal Republic of Germany are requested to inform themselves about possible restrictions applicable outside the Federal Republic of Germany and to comply with such restrictions. The Offer can be accepted by all shareholders of the Target Company according to the terms contained in the Offer. However, the Bidder points out that the acceptance of the Offer outside the Federal Republic of Germany may be subject to legal restrictions. Shareholders who wish to accept the Offer outside the Federal Republic of Germany are urged to inform themselves about the legal provisions applicable to them and to comply with them. The Bidder does not guarantee that the acceptance of the Offer outside the Federal Republic of Germany is compatible with the regulations applicable in the respective foreign country. The Bidder expressly excludes responsibility for non-compliance with foreign legal regulations by third parties. To the extent that a custodian institution has information and forwarding obligations towards its customers concerning the Offer, based on the legal provisions applicable to the respective custody relationship, the custodian institution is responsible for independently examining the effects of foreign legal systems on these obligations. Sending of the Offer, a summary, or other descriptions of the provisions of this Offer or other documents concerning the Offer outside the Federal Republic of Germany by custodian institutions to shareholders or third parties are not carried out on behalf of the Bidder.

## **2. The Offer**

### **2.1 Subject of the Offer**

The subject of the Offer comprises all bearer shares of the Target Company not directly owned by the Bidder or the Guarantor, without par value (no-par value shares), held at Clearstream Banking AG in one or more global certificates under ISIN DE000A0XFWK2 in collective custody (hereinafter referred to as "Share" or "Shares").

### **2.2 Consideration**

The Bidder hereby offers to all shareholders to purchase their shares, including the ancillary rights associated with them at the time of the transaction's execution (in particular, profit participation rights), at a purchase price of EUR 3.00 per share ("Offer Price") in accordance with this offer document.

### **2.3 Premium**

Compared to the last trading price in the open market (m:access) on Friday, April 12, 2024 (the last trading day before the Target Company reported the acquisition by Sidetrade via the Share Purchase Agreements), the Offer Price represents a premium of more than 45.6%. Similarly, based on the weighted 6-month trading price (m:access) of the Target Company's shares up to the last trading day before the submission of the Offer, the premium is more than 67.1%.

### **2.4 Acceptance Period**

The acceptance period of the Offer starts on Tuesday, May 7, 2024, at 0:00 AM (CEST) and ends on Monday, June 17, 2024, at 24:00 PM (CEST) (hereinafter "Acceptance Period").

The Bidder reserves the right to extend the Acceptance Period one or multiple times. Any extension of the Acceptance Period will be promptly announced by the Bidder before the end of the Acceptance Period.

### **2.5 Conditions and Approvals**

This Offer and the purchase and transfer agreements resulting from the acceptance of the Offer are not subject to any conditions or governmental approvals.

## **3. Description of the Bidder**

The Bidder is a 100% subsidiary of the Guarantor, acquired for the purpose of executing this Offer by the Guarantor.

## **4. Description of the Guarantor**

The Guarantor is a company based in Boulogne-Billancourt, France, listed on Euronext Growth, whose business purpose is the operation of a software platform for managing corporate customer claims. The Guarantor has sufficient liquid assets to provide the Bidder with the financial resources necessary for the execution of the transaction. Further details about the Guarantor can be viewed on its website at [www.sidetrade.com](http://www.sidetrade.com).

## **5. Description of the Target Company**

The Target Company is a publicly traded company based in Munich, whose business purpose includes the distribution of software and hardware, consulting in software and hardware issues, the

development and operation of software systems and IT infrastructure, as well as conducting training and further education measures in the field of data processing.

## **6. General and Strategic Background of the Offer; Delisting**

With this Offer, the Bidder intends to strengthen its presence in Europe, particularly in Germany, to expand its customer portfolio with new major companies, and to rely on a qualified local team with extensive "Order-to-Cash" knowledge to facilitate its further development in this region. The Bidder intends to support a delisting of the Target Company from the m:access segment of the Munich Stock Exchange and to vote for such a proposal at the next general meeting of the Target Company.

## **7. Acceptance and Execution of the Offer**

### **7.1 Central Settlement Office**

The Bidder has commissioned ODDO BHF SE, Gallusanlage 8, 60329 Frankfurt am Main, (hereinafter "Settlement Agent") to technically handle the Offer.

### **7.2 Declaration of Acceptance and Transfer**

Shareholders can accept this Offer only within the Acceptance Period specified in item 2.4 (subject to an extension of the Acceptance Period according to item 2.4). Acceptance can only be declared to the respective credit institution where the shares of the shareholder, which are to be accepted for the Offer, are deposited (hereinafter "Custodian Institution"). Acceptance of the Offer is only possible for whole shares. A form for the declaration of acceptance is provided directly to shareholders by their respective Custodian Institution. Shareholders who wish to accept this Offer for shares they hold must:

- i. Declare the acceptance of the Offer within the Acceptance Period (received) by specifying the number of shares for which the Offer is to be accepted to their Custodian Institution in text form; and
- ii. Instruct their Custodian Institution to arrange the transfer of the shares, for which the Offer has been accepted (hereinafter "Tendered Shares"), into the interim class established exclusively for the execution of this Offer at Clearstream Banking AG (ISIN DE000A409633 / WKN A40963).

The acceptance of the Offer becomes effective only with the transfer of the Tendered Shares into the interim class (ISIN DE000A409633 / WKN A40963) established for the purpose of executing this Offer. The transfer of the shares tendered for sale into the interim class (ISIN DE000A409633 / WKN A40963) is carried out by the Custodian Institution upon receipt of the declaration of acceptance of the Offer, and this is the responsibility of the respective Custodian Institution. It is considered timely within the Acceptance Period if it is effected by no later than the second banking day following the end of the Acceptance Period (item 2.4) by 18:00 (CET) and the acceptance has been declared within the Acceptance Period (item 2.4) to the Custodian Institution in text form. Declarations of acceptance that do not arrive at the respective Custodian Institution within the Acceptance Period, or are incorrectly or incompletely filled out, are not considered effective acceptances of the Offer and do not entitle the respective shareholder to receive the consideration from the Offer. However, the Bidder reserves the right to accept a declaration of acceptance that is flawed or erroneous. Neither the Bidder nor the persons acting for it have the duty to notify the respective shareholder of defects or errors in the declaration of acceptance, nor are they liable if such notification is omitted.

### 7.3 Declarations and Instructions of the Accepting Shareholders

Upon submitting the acceptance declaration to the Custodian Institution, the respective shareholder declares that they accept the Bidder's offer for all shares mentioned in the acceptance declaration that are located in their account at the Custodian Institution, including all associated ancillary rights, according to the terms of this offer document. Upon effective acceptance of the Offer, a purchase agreement for the submitted shares (hereinafter "Purchase Agreement") is established between the Bidder and the accepting shareholder as stipulated in the offer document. Concurrently, the accepting shareholder and the Bidder agree on the transfer of ownership of the Tendered Shares to the Bidder on the settlement day.

By accepting the Offer, the respective shareholder further declares to the Bidder that:

- I. the Tendered Shares are solely owned by him/her at the time of the transfer of ownership, are not subject to any restrictions on disposal, and are free from third-party rights and claims;
- II. he/she is aware and agrees that the Tendered Shares will no longer be tradable after being transferred into the interim class;
- III. he/she is aware and agrees that disposal of the Tendered Shares is no longer possible from that point on; and
- IV. he/she authorizes the Bidder to exercise the voting rights of the Tendered Shares at the next general meeting of the Target Company, irrespective of the agenda, and will not exercise the voting rights of the Tendered Shares independently.

With the acceptance of the Offer, the respective shareholders instruct their Custodian Institution to:

- I. retain the shares in their custody, but to arrange for the immediate transfer of the shares designated in the declaration of acceptance, for which he/she have declared acceptance of this Offer, into the interim class established exclusively for the execution of this Offer (ISIN DE000A409633 / WKN A40963) at Clearstream Banking AG;
- II. instruct and authorize Clearstream Banking AG to book out the Tendered Shares retained in the accounts of the Custodian Institution and transferred into ISIN DE000A409633 / WKN A40963 on the first or second settlement day (each a settlement day), thus transferring them to the Settlement Agents account at Clearstream Banking AG and to transfer ownership of the Tendered Shares and all associated ancillary rights to the Bidder;
- III. instruct and authorize Clearstream Banking AG to directly or through the Custodian Institution transmit the required information about the acquisition of the shares, in particular the number of Tendered Shares transferred into the interim class (ISIN DE000A409633 / WKN A40963) at the Custodian Institution's account at Clearstream Banking AG, to the Settlement Agent on each trading day; and
- IV. forward the declaration of acceptance to the Settlement Agent upon request; and authorize and empower their Custodian Institution and the Settlement Agent, with the right to grant sub-authorizations, exempt from the prohibition of self-contracting according to § 181 BGB, to perform all necessary or appropriate actions for the execution of this Offer, and to make and receive declarations, in particular to effectuate the transfer of ownership of the Tendered Shares to the Bidder.

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#### 7.4 Withdrawal; Revocation

The acceptance of the Offer by the shareholders is generally irrevocable, and the instructions, orders, and powers granted in the preceding paragraphs are also irrevocably issued in the interest of a smooth and expedient execution of this Offer by the shareholders. Shareholders who have accepted this Offer do not have a contractual right to rescind the Purchase Agreement concluded by accepting this Offer, unless the acquisition of their shares is not completed by June 30, 2024.

#### 7.5 Execution of the Offer and Payment of the Purchase Price

The payment of the Offer Price per Tendered Share takes place, as far as the Offer is effectively accepted by the shareholders according to the provisions of this offer document, on the respective settlement day to the Custodian Institution of the submitting shareholders against the transfer of the Tendered Shares to the account of the Settlement Agent for the transfer of ownership of the Tendered Shares and all associated ancillary rights to the Bidder.

With the crediting of the Offer Price to the respective Custodian Institution, the Bidder has fulfilled its obligation from this offer document to pay the Offer Price. It is the responsibility of the respective Custodian Institution of the shareholders to credit the monetary benefit to the accepting shareholder.

#### 7.6 Settlement Day

The settlement of the Offer is expected to take place on Monday, June 24, 2024.

If the Bidder extends the Acceptance Period, an additional settlement day will be specified in the extension notification, but the aforementioned settlement day will remain in effect regardless.

#### 7.7 Costs of Acceptance

The costs for accepting the Offer are to be borne by the shareholders themselves.

Any foreign taxes, costs, or fees that are raised by Custodian Institutions or foreign banks and securities service companies without an account at Clearstream Banking AG are to be borne by the concerned shareholders.

#### 7.8 No Trading of Submitted Shares

Trading of Tendered Shares on the stock exchange is not intended. Therefore, SHS Viveon shareholders who have accepted the Offer can no longer trade their Tendered Shares on the stock exchange from the time of the transfer of the SHS Viveon shares into ISIN DE000A409633.

### **8. Tax Notice**

Accepting the Offer results in the sale of the shares held by the respective shareholders. Shareholders are advised to obtain adequate tax advice before accepting the Offer, taking into account the individual tax circumstances of the respective shareholder.

### **9. Other Provisions**

The contracts resulting from the acceptance of the Offer between the Bidder and the shareholders are exclusively governed by the law of the Federal Republic of Germany, excluding the UN Sales Convention. If any provision of this Offer is found to be invalid and/or unenforceable, this will not affect the validity of the remainder of the Offer. In place of the invalid or unenforceable provision, a reasonable arrangement will be adopted that, as far as legally possible, most closely achieves the

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economic purpose pursued by the ineffective or unenforceable provision. This also applies if the invalidity of a provision is based on a measure of performance or time (deadline or date) included in this Offer; in such cases, a legally permissible measure of performance or time that approximates the intended one is deemed agreed. The foregoing provisions also apply correspondingly if a gap requiring supplementation emerges during the execution of this contract.

**Munich, May 2024**

**Laimberg 129. V V AG**