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ARTICLES OF ASSOCIATION

of the company

AOP Health International Management AG

Ruggell

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I. GENERAL PROVISIONS

Art. 1

Name and registered domicile of the company

Under the name

AOP Health International Management AG

exists a company limited by shares within the meaning of Art. 261 et seq. of the Liechtenstein Persons and Companies Act (Personen- und Gesellschaftsrecht - "PGR") (hereinafter also called "the Company").

Art. 2

Registered domicile and place of jurisdiction of the Company

The registered domicile of the Company is Rugell in the Principality of Liechtenstein.

All legal relationships established by the foundation and existence of the Company shall be governed by Liechtenstein law. The Company has its ordinary place of jurisdiction at the court with competence for its registered domicile.

Art. 3

Duration of the Company

The duration of the Company is unlimited.

Art. 4

Purpose of the Company

The purpose of the Company is the holding and active management of assets of all kinds, in particular shares and other participatory rights in other Liechtenstein or non-domestic companies.

The Company may perform all other transactions that are suitable for promoting the purpose of the Company, in particular including the acquisition and alienation of shareholdings in other companies, the acquisition, management and alienation of commercial property rights, copyrights and know-how, land along with real estate properties, as well as founding branch offices in Liechtenstein and abroad.

II. SHARE CAPITAL AND SHARES

Art. 5

Share capital and shares

- (1) The share capital of the Company amounts to CHF 50,000.00 (fifty thousand Swiss francs). It is divided into 200 registered shares with a par value of CHF 250.00 (two hundred and fifty) each and is fully paid up.

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- (2) The additional value achieved above the par value of a share (issue premium) may not be distributed as profit, but must instead be remitted to the reserve fund until this has reached 10% of the share capital. The remainder of the additional value shall be used to cover the issue items or depreciation.

Art. 6
Share register

The Company shall maintain a share register in which the shareholders (hereinafter also called "the shareholders") shall be registered as owners of the shares together with their last names and first names, places of residence, addresses and nationalities (in the case of legal entities, together with their names and registered domiciles). In the event of a change of address or relocation of registered domicile, each shareholder of the company must report the new place of residence or registered domicile to the Company without delay in writing; otherwise the previous place of residence or registered domicile shall be applicable in relation to the Company.

Relative to the Company, only shareholders who are listed in the share register shall be deemed to be registered shareholders. The Company shall recognise only one entitled party per share.

Acquirers of registered shares shall be entered in the share register

Art. 7
Dilution protection

In every case in which the Company resolves a capital increase with new or current shareholders of the Company, and in this conjunction in particular

- a) by means of a capital increase in return for a cash and/or contribution in kind; or
- b) by means of a conversion or exercise of conversion or subscription rights

issue new shares, the existing shareholders, irrespective of further-reaching statutory subscription rights, shall at least be entitled to subscribe and to acquire as many newly-issued shares as are needed to keep the level of their previous shareholding as high as it was before the capital increase.

The price that is to be paid for each new share acquired by the previous shareholders shall correspond to the arithmetic mean between the price of a share taking account of the initial valuation and the price of a share, taking account of the valuation at which the respective capital increase is performed.

Art. 8
Pre-emptive right

(1) In the event that a shareholder offers a third party a disposal (in particular the alienation or other transfer) of shares held by him in the Company (hereinafter called "the disposing shareholder"), the other shareholders shall have a pre-emptive right in accordance with the following provisions (hereinafter called "the pre-emptive right").

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(2) The disposing shareholder shall be obliged to inform the other shareholders without delay by means of a registered letter about

- a) his disposal intention; and
- b) the price to be paid by the third party; and
- c) the terms and conditions of sale negotiated with the third party

(hereinafter called "the pre-emptive information"). If the third party is not intending to render the counter-performance in cash, then instead of the price the counter-performance must be specified in terms of its market value in cash. If this is not possible, then the counterperformance must be described as precisely as possible, in order to enable its market value in cash to be nevertheless determined by an expert.

(3) The pre-emptive right must be exercised by each of the shareholders within four (4) weeks from the date on which he received the pre-emptive information (hereinafter called "the exercise period"). The exercise shall be performed by means of registered letter sent to the disposing shareholder.

(4) a) Once the exercise period has ended, the disposing shareholder shall be obliged by means of registered letter to inform all other shareholders who have exercised their pre-emptive right about the extent to which the other shareholders have exercised their pre-emptive right or have expressly waived this or have waived this by failing to exercise this during the exercise period (hereinafter called "the exercise information").

b) Insofar as individual shareholders do not exercise their pre-emptive right, the other shareholders who are exercising their pre-emptive right shall be entitled to this in proportion to the relative size of their shareholdings in the Company (hereinafter called "the extended pre-emptive right"). The deadline for exercising the extended pre-emptive right for each shareholder who has exercised his pre-emptive right is four (4) weeks from the date on which he received the exercise information (hereinafter called "the extended exercise period").

(5) The pre-emptive right shall not be subject to the existence of a purchase agreement with a third party.

(6) Following the expiry of the exercise period or - if applicable - the extended exercise period, the disposing shareholder shall be entitled to dispose of the shares in respect of which the preemptive right has not been exercised in favour of the third party in accordance with the terms and conditions specified in the pre-emptive information, in particular to sell and to transfer these shares to the third party.

(7) If the counter-performance of the third party does not consist of cash, or does not consist solely of cash, then in this respect an expert opinion analogous to Art. 296 Para. 3 PGR must be prepared.

(8) The other shareholders within the meaning of Para (1) may waive their pre-emptive right by presenting a written declaration of intent to the Board of Directors. If a waiver of this nature has been presented, the obligation to proceed in accordance with Paras. (2) to (7) of this Article shall not be applicable.

Art. 9
Joint alienation entitlement

- (1) In the event that
- a) a disposing shareholder offers a third party a disposal (in particular alienation or other transfer) concerning the shares in the Company held by him; and
 - b) the other shareholders do not exercise the pre-emptive right to which they are entitled in respect of all of the shares offered by the disposing shareholder in this conjunction,
- then the shareholders may demand that the disposing shareholder disposes wholly or in part of the shares held by them in the Company in accordance with the same terms and conditions in favour of the third party, in particular jointly alienate these to the third party (hereinafter called "the joint alienation entitlement").
- (2) The joint alienation entitlement must be exercised by the end of the exercise period (cf. Art. 8 (3)) or, insofar as applicable, by the end of the extended exercise period pursuant to Art. 8 (4) b by means of registered letter sent to the disposing shareholder.
- (3) If the counter-performance of the third party does not or does not wholly consist of cash, then Art. 8 (7) shall be analogously applicable.
- (4) If the third party is not willing to acquire all of the disposals offered by the other shareholders in respect of their shares, then the disposing shareholder may perform the disposal of his shares only together with the other shareholders in proportion to their respective shareholdings in the Company. If, in the aforementioned case, the relative shareholding of the new shareholder in the Company does not exceed three (3) percent of its share capital, then the disposing shareholder may dispose of his shares held in the Company in favour of the third party only if the third party has first accepted the disposals offered to him by the new shareholder in respect of all of his shares (hereinafter called "the extended joint alienation entitlement").

III. SHAREHOLDER RIGHTS

Art. 10
Entitlement of the shareholders to information

- (1) Irrespective of their statutory rights and the rights arising out of the Articles of Association of the Company, the shareholders shall have the following entitlement to information, notification and inspection of all business matters relating to the Company.
- (2) They shall in particular be entitled to demand information from the Board of Directors, the Auditor as well as the legal and tax advisors of the Company (including in writing) as well as the presentation of documents. They shall furthermore be entitled to inspect the company records and the accounts of the

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Company or to cause these to be inspected and audited by third parties appointed by them who are bound by a professional duty of confidentiality.

The Board of Directors of the Company must automatically and regularly forward the following documents to the shareholders at least in text form (e.g. in the form of e-mail attachments):

- a) the available unaudited monthly and quarterly financial statements of the Company, including the income statement;
- b) the unaudited annual financial statements of the Company;
- c) information about the liquidity and financial planning of the Company;
- d) information enabling an assessment to be made of the asset, financial and earnings situation, the business operations and the business prospects of the Company.

IV. MANAGING BODIES

Art. 11

Managing bodies of the Company

The managing bodies of the Company are:

- A) the Shareholders' Meeting
- B) the Board of Directors
- C) the Auditor

V. THE SHAREHOLDERS' MEETING

Art. 12

Powers

The Shareholders' Meeting shall pass resolutions on all agendas required by mandatory law as well as on legal transactions that could have far-reaching economic or legal consequences for the Company or for one of its investment companies (hereinafter called "important resolutions"). Important resolutions include in particular, although not exclusively, decisions concerning:

1. the determination and amendment of the Articles of Association;
2. the decision on whether to establish branch offices;
3. the appointment and dismissal of the members of the Board of Directors;
4. the determination of the signatory authority of the members of the Board of

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Directors;

5. the appointment and dismissal of the Auditor and of the representative;
6. the annual financial planning of the Company and changes thereto;
7. the acceptance of the (consolidated) annual financial statements as well as the utilisation of the annual profit and the determination of the dividends;
8. the discharge of the Board of Directors;
9. the conversion of registered shares into bearer shares and vice versa;
10. every form of squeeze out that within the context of an exclusion process or within the context of another company law procedure causes the shares of minority shareholders to be transferred against their will to the principal shareholder or shareholders in return for a cash settlement;
11. the conversion, merger and/or dissolution of the Company;
12. the approval of an asset deal of the Company or of its investment companies concerning (i) assets of strategic significance to the operating business of the investment companies or (ii) with an equivalent value of over EUR 100,000.00 (one hundred thousand);
13. the acquisition, the alienation and other disposal of land, rights equivalent to land and real estate (assets) of the Company or of its investment companies, insofar as the individual value thereof exceeds EUR 100,000.00 (one hundred thousand), insofar as the alienation and other disposal of land, rights equivalent to land and real estate (assets) of the Company is not permissible in accordance with any possible existing shareholder agreements without the consent of the Shareholders' Meeting.
14. the acquisition, the alienation and other disposal, in particular the conclusion, amendment and ending of licences) concerning commercial property rights (in particular brands, patents and utility models), copyrights and the entire know-how of the Company, irrespective of whether or not the know-how is capable of being independently protected in the form of a commercial property right;
15. the alienation of assets of the Company (i) whose book value and/or market value exceeds EUR 100,000.00 (one hundred thousand) or (ii) that are significant for the normal business operations of the Company in its core business;
16. the conclusion, the amendment or ending of legal agreements by means of which the Company (i) is obliged to render a counter-performance worth more than EUR 100,000.00 (one hundred thousand) p.a. or (ii) is to be obliged to acquire a counter-performance worth more than EUR 100,000.00 (one hundred thousand).
17. the passing of resolutions on matters that are presented by the Board of Directors, the Auditor or individual shareholders for a decision.

Art. 13

Convening and procedure

- (1) As a rule, the Shareholders' Meeting shall be held at the registered domicile of the

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Company or at another place to be stipulated by the convening management body.

- (2) The ordinary Shareholders' Meeting shall be held each year within six months of the end of the financial period.
- (3) Extraordinary Shareholders' Meetings shall be held as often as required, in particular in the cases stipulated by law.

Art. 14

Right of inspection and agenda items

- (1) The Shareholders' Meeting shall be convened by the Board of Directors, or if necessary by the Auditor. The convening shall be performed at least three weeks before the date of the meeting (the date of the postmark is the relevant criterion), while simultaneously reporting the time, the place and the purpose as well as the agenda items, by means of a registered letter sent to the shareholders in accordance with the information contained in the share register.
- (2) At the latest twenty days before the ordinary Shareholders' Meeting, and also for a period of three months thereafter, the Board of Directors shall announce and present the annual financial statements and if relevant the consolidated annual report together with all reports and motions for inspection by the shareholders.
- (3) With the exception of the motion to convene an extraordinary Shareholders' Meeting, no resolutions may be passed in respect of matters that are not included in the agenda. Advance notification shall not be required to present motions and negotiations that do not entail the passing of resolutions.

Art. 15

Universal meeting

The owners or proxies of all shares may, provided that no objection is raised, hold a Shareholders' Meeting without adhering to the forms required for convening. If the owners or proxies of all shares agree, then valid negotiations may be conducted and resolutions may be passed in respect of all matters that fall within the remit of the Shareholders' Meeting.

Art. 16

Proxies

A shareholder who does not himself take part in the Shareholders' Meeting may arrange to be represented by means of a written power of attorney.

Art. 17

Chairmanship

- (1) The Shareholders' Meeting shall be presided over by a member of the Board of Directors appointed by the Shareholders' Meeting. The Chairman shall appoint a keeper of the minutes, who does not need to be a shareholder. The Shareholders' Meeting shall furthermore elect one or two vote counters.

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- (2) The minutes provide information about the negotiations, resolutions and votes of the Shareholders' Meeting. This shall be signed with legal effect by the Chairman, the keeper of the minutes and by at least one vote counter.

Art 18
Passing of resolutions

- (1) At the Shareholders' Meeting each share shall entitle the holder to one vote. The Shareholders' Meeting shall constitute a quorum if 100% of the shares are represented.
- (2) If is not the case that at least 100% of the shares are represented at a first shareholders' Meeting, then a second Shareholders' Meeting may be convened that shall constitute a quorum even if 100% of the shares are not represented.
- (3) The Shareholders' Meeting shall pass its resolutions and shall complete its ballots, insofar as mandatory statutory regulations or the Articles of Association do not stipulate otherwise, with the majority of the present share votes that are able to be counted, whereby at least one tenth of all votes must be represented. Insofar as resolutions on important transactions pursuant to Art. 12 Fig. 1 to 17 are involved, unanimity is required. If unanimity cannot be achieved in a ballot concerning important transactions, then a new Shareholders' Meeting must be held six months after this Shareholders' Meeting at which the approval requirement for this transaction shall on a one-off basis be lowered to 80% of the represented shares.
- (4) In the case of resolutions concerning the discharge of the Board of Directors; persons who have taken part in the management in any capacity whatsoever shall not be entitled to cast their vote; they may in this respect also not cause their shares to be represented by a proxy.

VI. THE BOARD OF DIRECTORS

Art. 19
Appointment and members

The Board of Directors shall consist of at least one member authorised to conduct business and to represent the Company with the statutory qualifications pursuant to Art. 180a PGR, as well as possibly, although not necessarily further natural persons or legal entities.

The members of the Board of Directors shall be elected by the Shareholders' Meeting, and this shall be done on the first occasion for a maximum of three years, subsequently for a maximum of six years.

Art. 20
Responsibilities

The Board of Directors must conduct the business of the Company with the normal due diligence.

The Board of Directors shall be responsible for managing the business and representing the Company, the latter in an unrestricted manner relative to third parties and vis-a-vis all

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Liechtenstein and nondomestic courts and administrative authorities.

It is in particular obliged:

- 1) to prepare the business of the Shareholders' Meeting and to execute its resolutions
- 2) to prepare the regulations required for the management of the Company and to issue the necessary directives to the management
- 3) to monitor the persons commissioned to manage and represent the Company in respect of adherence to statutory regulations and any possible regulations
- 4) to receive regular reports for this purpose on the performance of the business and the management

The Board of Directors is responsible for ensuring that

- 1) its minutes, those of the Shareholders' Meeting and the necessary company accounts are kept on a regular basis
- 2) the (consolidated) annual financial statements are prepared, audited and, insofar as necessary, published in accordance with the statutory regulations.

Art. 21

Appointment of delegates

The Board of Directors is entitled to assign the management or individual parts thereof and the representation of the Company to members of the Board of Directors or to third parties. It shall determine their responsibilities and powers in regulations.

Art. 22

Convening, quorum and passing resolutions

The Board of Directors shall meet as often as the business requires. Each member may demand that a meeting be convened, by means of a written invitation. Minutes shall be taken of the negotiations and resolutions of the Board of Directors, and these shall be signed by the Chairman and the keeper of the minutes.

The Board of Directors shall pass its resolutions and shall conduct its ballots with the majority of the votes of the present members.

Insofar as no member demands an oral deliberation, resolutions of the Board of Directors may also be issued by means of votes cast in writing. Such circular resolutions must be recorded in the minutes of the Board of Directors. They require the approval of all members of the Board of Directors.

Art. 23

Signatory authority / representation of the Company

The Shareholders Meeting shall appoint the respective persons who are entitled to sign for the Company with legally binding effect, and shall determine the nature and manner

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of their signing.

VII. THE AUDITOR

Art. 24

Appointment and powers

The Shareholders' Meeting shall appoint an independent Auditor with the rights and obligations described in Art. 350 PGR. The Auditor shall be elected on the first occasion for one year, subsequently or up to three years.

The Auditor must present a written report to the Shareholders' Meeting about the annual financial statements submitted to him by the Board of Directors, containing information about whether the following criteria have been fulfilled:

- 1) correspondence of the submitted annual financial statements and if necessary of the annual report with the law and the Articles of Association
- 2) correspondence of the submitted annual financial statements and if necessary of the annual report with the accounts and the inventory
- 3) Application to the Shareholders' Meeting to approve the annual financial statements with or without reservation, or to reject and return these the Board of Directors
- 4) Agreement with the proposals made by the Board of Directors in respect of the distribution of profits or proposal of a different distribution mode

In the absence of a report of this nature, the Shareholders' Meeting may not pass a resolution on the balance sheet and income statement..

VIII. FINANCIAL YEAR, ANNUAL FINANCIAL STATEMENTS, PROFIT DISTRIBUTION AND RESERVE FUNDS

Art. 25

Rendering of accounts

The financial year shall end in each case on 31 December.

The annual financial statements shall be prepared in accordance with the regulations and principles of the PGR pertaining to the rendering of accounts (Art. 1045 et seq. PGR).

Art. 26

Profit distribution

A sum of 5% shall be assigned each year from the net profit to the reserve fund by law, until this has reached 10% of the share capital.

Subject to further assignments to the general reserve funds that are required pursuant to Art. 309 et seq. PGR and subject to Art. 314 PGR, the remainder shall be at the free disposal of the Shareholders' Meeting.

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Art. 27
Reserve fund

The statutory reserve and the capital reserves may be used only to cover losses, so long as they do not in overall terms exceed one half of the share capital.

The Shareholders' Meeting is entitled at all times to form any number of special reserves in addition to this general reserve fund, which shall be at its complete disposal.

Both the general reserve fund as well as the special reserves form a part of the equity capital and shall not be managed separately nor shall interest be incurred.

IX. AMENDMENT OF THE ARTICLES OF ASSOCIATION, CONVERSION AND DISSOLUTION

Art. 28
Amendment of the Articles of Association, conversion and dissolution

The Shareholders' Meeting is entitled to make amendments to these Articles of Association, taking account of Art. 19.

The Shareholders' Meeting may convert the Company into a different legal entity, subject to the statutory regulations and the provisions of the Articles of Association.

The Shareholders' Meeting may resolve to dissolve the Company at any time on the grounds of the statutory regulations and the provisions of the Articles of Association.

In other respects the provisions of the Liechtenstein Persons and Companies Act shall be applicable.

X. MISCELLANEOUS

Art. 30
Announcements

Announcements to third parties shall be made in the newspaper Liechtenstein Vaterland.

Ruggell, 22 December 2015 MIS/dga / 15. April 2019 VAR / 19. April 2022 SII

The directors of the Company
AOP Health International Management AG:

Michael A. Steiger

lic.iur. Martin Gstoehl

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<p><i>[seal: PRINCIPALITY OF LIECHTENSTEIN 15.00 FEE RECEIPT]</i></p>	<p>CONFORMITY ATTESTATION</p> <p>It is officially confirmed that this document corresponds to the wording of the original document.</p> <p><i>[signed] Vaduz, date: 23 Dec. 2015 [official seal: PRINCIPALITY OF LIECHTENSTEIN Illegible]</i></p>
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<p><i>Confirming correspondence with the original Transcript</i></p> <p><i>Princely Court of Justice, Chancellery Andrea Albrecht-Schadler, Registrar</i></p> <p><i>Vaduz, 24 July 2018</i></p> <p><i>[signed]</i></p>	<p><i>[seal:</i></p> <p><i>PRINCIPALITY OF LIECHTENSTEIN</i></p> <p><i>70.00</i></p> <p><i>FEE RECEIPT]</i></p>
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