
AKTI I THEMELIMIT

DHE STATUTI

I SHOQERISE ME PERGJEGJESI TE KUFIZUAR

RBH SOFTWARE MARKETING SOLUTIONS SHPK

AKTI I THEMELIT DHE STATUTI
I SHOQERISE ME PERGJEGJESI TE KUFIZUAR
“RBH SOFTWARE MARKETING SOLUTIONS” SH.P.K

Sot, me date 6 Shkurt 2018 , u paraqit personalisht :

Z. RONI SHIMSHILASHVILI, atesia Semion , shtetas izraeli, banues ne adresen Pallati Usluga, Rruga Reshit Petrela, lindur ne ish Bashkimi Sovjetik, me 11 Korrik 1993, mbajtes i pasaportes me nr. 21426946, madhor me zotesi te plote per te vepruar, njohes shume I mire I gjuhes angleze;

Duke vepruar ne cilesine e Ortakut Themelues, i cili vendosi te themeloje Shoqerine me Pergjegjesi te Kufizuar **“RBH SOFTWARE MARKETING SOLUTIONS” SH.P.K**, dhe vendosi te aprovoje kete Akt Themelimi dhe Statutin e Shoqerise sipas termave dhe kushteve te meposhtme:

TITULLI I

EMRI I SHOQERISE - REGJIMI JURIDIK - SELIA - KOHEZGJATJA

NENI 1 - Emri i Shoqerise

1.1 Ne perputhje me legjislacionin shqiptar, eshte krijuar Shoqeria **“RBH SOFTWARE MARKETING SOLUTIONS” SH.P.K**, nevijim referuar si “Shoqeria”.

1.2 Shoqeria ka logon dhe vulen e vet zyrtare.

NENI 2 - Regjimi Juridik i Shoqerise

2.1 **“RBH SOFTWARE MARKETING SOLUTIONS” SH.P.K**, eshte nje Shoqeri me pergjegjesi te kufizuar.

2.2 Aktiviteti i saj eshte i organizuar sipas dispozitave te Aktit te Themelimit, Statutit dhe dispozitave ligjore ne fuqi mbi tregtine dhe legjislacionin civil ne Republiken e Shqiperise.

2.3 Me vendim te Asamblese se Pergjithshme, Shoqeria mund te ndryshoje regjimin e saj juridik, ne perputhje me dispozitat ligjore ne fuqi dhe dispozitat e Statutit te saj.

2.4 Shoqeria fiton personalitet juridik nga data e regjistrimit te saj ne Regjistrin Tregtar.

NENI 3 - Selia

3.1 Shoqeria ka seline e saj ne adresen: **Tirana, Rruga Barrikadave, Pallati nr. 9, Shkalla 1, Kati 2, Zona Kadastrale 8360, Numer pasurie 5/532-N12, Shqiperi.**

3.2 Shoqeria mund te hape ose te mbylle dege, filiale dhe / ose zyra perfaqesimi brenda Shqiperise dhe / ose jashte vendit, ose te krijojte shoqeri te tjera me Partnere apo Aksionare pjesemarres.



NENI 4 - Kohegzjatja

4.1 Kohegzjatja e veprimtarise se Shoqerise eshte e pakufizuar dhe fillon me regjistrimin e Shoqerise ne Regjistrin Tregtar. Ortaku/et e Shoqerise mund te vendosin te kufizojne kohegzjatjen e aktivitetit me nje vendim te Asamblese se Pergjithshme.

TITULLI II

OBJEKTI

NENI 5 - Objekti

5.1 Objekti kryesor i Shoqerise do te perfshije, por nuk do te kufizohet vetem ne veprimtarite e meposhtme:

Kerkime te marketingut online. Aktivitet ne fushen e marketing ut ne Web.

Kryerja e hulumtimeve te marketingut. Marrja e informacionit nga tregu. Aktivitete call – center, thirrje ne web; aktivitete ne fushen e dhenies se sherbimeve te ndryshme online;aktivitete te tregetise elektronike dhe per llogari te paleve te treta. Analizimi i te dhenave dhe zhvillimi i strategjive te ndryshme te marketingut. Aktiviteti i agjencise dhe perfaqesimi tregtar, aktivitet kerkimor, perzgjedhje, orientim, trajnim dhe aktivitete menaxheriale dhe profesionale trajnimi me sisteme multimediale dhe sisteme ne largesi; Aktivitet ne fushen e organizimit te seminareve, takime, konferenca, organizime te pergjithshme dhe aktiviteteve te promovimit te imazhit.

Per me teper Shoqeria mund te kryeje cdo aktivitet tjeter i cili nuk eshte i ndaluar nga ligji ne fuqi, qe sjell perfitime dhe eshte ne interes te Shoqerise.

TITULLI III

KAPITALI I SHOQERISE - TRANSFERIMI I KUOTAVE- ZMADHIMI I KAPITALIT

Neni 6 – Kapitali i Shoqeris

6.1 Kapitali i shoqerise eshte ne vleren 100 LEK (njqind) i ndare ne 1 (nje) kuote.

Kapitali i shoqerise do te paguhet plotesisht nga ortaku themelues si vijon:
a) Z. RONI SHIMSHILASHVILI, nenshkruet i 1 (nje) kuote, qe perfaqeson 100% te kapitalit te shoqerise, me nje vlere prej 100 LEK;

6.2 Pergjegjesia e Ortakut ndaj paleve te treta per detyrimet e marra persiper nga kompania eshte e kufizuar sipas pjesemarrjes se ortakut ne kapitalin e shoqerise.

Neni 7 - Transferimi i kuotave

7.1 Transferimi i kuotave te shoqerise ndaj paleve te treta i nenshtrohet se drejtes se parablerjes ne favor te ortakeve te tjere te cilet mund ta ushtrojne kete te drejte sipas kushteve te percaktuara ne nenin 7.2 deri ne nenin 7.6 me poshte.

7.2 Ne rast se nje ortak "Ofruesi" kerkon te shese dhe/ose te transferoje disa ose te gjitha kuotat e tij, ortaket e mbetur ("Ortaket e mbetur") do te kene te drejten e parablerjes ne lidhje me kuoten qe ofrohen per transferim ("Kuota e ofruar"), sipas kushteve te meposhtme:



(a) Ofruesi do tu dergoje fillimit ortakeve te mbetur nje njoftim me shkrim i cili percakton perqindjen e kuotes se ofruar , cmimin dhe kushtet e tjera te transferimit te cilat duhet te pershijne Identitetin e Bleresit ('OFERTA'), duke ftuar se pari Ortaket e mbetur te blejne aksionet e ofruara;

(b) Ortaket mbetur do te kene te drejten te blejne kuotat e ofruara perpjestimisht dhe sipas kushteve te ofertes, duke i derguar nje njoftim me shkrim ofruesit brenda nje afati prej tridhjete (30) ditesh pas marrjes se njoftimit te Ofuesit.

7.3 Ne rast se me shume se nje prej Ortakeve te mbetur deshirojne te blejne kuoten e ofruar, secili prej ketyre ortakeve te mbetur do te kete te drejten te bleje kuoten e ofruar perpjestimisht sipas perqindjeve qe zoterojne ne Shoqeri, duke i derguar nje njoftim me shkrim ofruesit brenda nje periudhe prej tridhjete (30) ditesh nga marrja e njoftimit sipas se cilit secili prej tyre deshiron te bleje kuoten e ofruar.

7.4 Ne rast se asnje nga ortaket e mbetur nuk deshiron te bleje kuoten e ofruar dhe/ose kane refuzuar te blejne kuoten e ofruar, sipas kushteve te percaktuara ketu, brenda tridhjete diteve nga marrja e ketij njoftimi, Ofruesi do te kete te drejten ti transferoje Kuotat e ofruara nje pale te trete me te njetin cmim qe i eshte ofruar ortakeve te mbetur (sipas kushteve te ofertes fillestare). Nese ky kusht nuk eshte permbushur, Marreveshja per Shitjen e Kuotave me palet e treta do te jete e pavlefshme.

7.5 Ne rast se ndonje ose te gjithe ortaket e shoqerise blen/blejne kuotat e ofruara sipas kushteve te ofertes, sic percaktohet me siper, ky transferim do te kryhet sipas kushteve te ofertes.

7.6 Kushtet e parashikuara me siper nuk do te zbatohen ne rast transferimi te kuotave nga nje ortak tek nje shoqeri e cila ndodhet nen kontrollin e ketij ortaku ose ne rast transferimi nga nje ortak tek nje pasardhes ose pasardhes i drejperdrejte i tij ose tek bashkeshorti.

7.7 Dispozitat e neneve 7.1- 7.6 , nuk do te zbatohen ne rast transferimi te bere ne favor te ortakeve te tjere. Megjithate, ne kete rast transferimi duhet ti komunikohet fillimisht me shkrim ortakeve te tjere. Te gjitha njoftimet sipas ketij neni duhet ti dergohen edhe Shoqerise.

Neni 8 - Rritja e Kapitalit

8.1 Asambleja e Pergjithshme mund te rrise kapitalin e shoqerise, ne perputhje me kuorumin e percaktuar ne nenin 12 te ketij Akt Themelimi dhe Statuti.

8.2 Ne rast te nje rritje te kapitalit, ortaket kane te drejte te nenshkrimin te kuotave nepermjet kontributit ne natyre ose ne te holla, ne proporcion me perqindjen qe gezojne ne kapitali e shoqerise.

8.3 Nese ndonje nga ortaket refuzoje te drejten nenshkrimin, kapitali mund te nenshkruhet nga ortaket e tjeter. Ne kete rast, ortaket e tjere mund te ushtroje te drejten e tyre per nenshkrimin e kapitalit ne proporcion me perqindjen qe gezojne ne kapitalin e shoqerise.

Neni 9 - Zvogelimi i Kapitalit

9.1 Asambleja e pergjithshme mund te zvogeloje kapitalin e shoqerise, ne perputhje me kuorumin e percaktuar ne nenin 12 te ketij Akt Themelimi dhe Statuti. Ne çdo rast, kapitali nuk mund te reduktohet nen vleren minimale te percaktuar me ligj.

9.2 Ortaket perballen me uljen e kapitalit te shoqerise ne proporcion me kuotat e zoteruara nga secili prej tyre ne kompani.

Neni 10 - Certifikata e pjesemarrjes



10.1 Secili nga ortaket gezon te drejten nje certifikate ne lidhje me perqindjen ne pjesen qe gezon ne kapitalin e shoqerise. Shoqeria nuk eshte e detyruar te leshoje me shume se nje certifikate per kuotata e mbajtura se bashku nga disa Ortake dhe shperndarja e certifikates per perfaqesuesit e perbashket e anetareve do te konsiderohet e dhene ne interes te te gjithë ortakeve, ne perputhje me dispozitat e ligjit.

TITULLI IV

ORGANET E SHOQERISE

Neni 11 - Organet e Shoqerise

11.1 Organet e Shoqerise jane:

- 1) Asambleja e Pergjithshme;
- 2) Administratori / s.

ASAMBLEJA E PERGJITHSHME

1) Asambleja e Pergjithshme

11.1 Asambleja e Pergjithshme eshte organi vendimmarres i Shoqerise dhe perbehet nga te gjithë Ortaket e Shoqerise.

11.2 Çdo Ortak ka te drejte te marre pjese ne Asamblene e Pergjithshme per te shprehur mendimin e tij dhe te votoje ne baze te kuotave qe zoteron.

11.3 Ortaku mund te perfaqesohet nga nje person tjetër, jo domosdoshmerisht Ortak/ e, me ane te nje Prokure te Posacme. Ne çdo rast, kjo Prokure e Posacme mund te jepet vetem per nje Mbledhje te caktuar te Asamblese se Pergjithshme, dhe do te jete e vlefshme edhe per mbledhjet pasardhese me te njejtin rend dite. Administratoret nuk mund te perfaqesojne Ortakun ne mbledhjet e Asamblese se Pergjithshme.

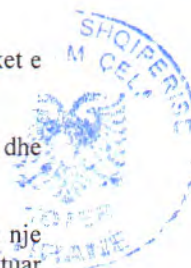
11.4 Asambleja e Pergjithshme mund te mblidhet ne nje vend te ndryshem nga selia e Shoqerise, ne Republikën e Shqiperise ose jashte vendit.

11.5 Asambleja e Pergjithshme thirret nga Administratori, sipas nevojave dhe interesave te Shoqerise ose nese kerkohet nga legjislacioni ne fuqi. Asambleja e Pergjithshme mund te thirret edhe nga cdo Ortak qe zoteron te pakten 10% (dhjete per qind) te pjeses se kapitalit. Ne çdo rast, Asambleja e Pergjithshme mblidhet te pakten nje here ne vit, brenda javes se fundit te muajit Maj, ne menyre qe te diskutoje, te shqyrtoje dhe te miratoje bilancin vjetor te vitit te kaluar fiskal. Mbledhja e pare e Asamblese se Pergjithshme, do te mbahet brenda tre muajve nga dita e regjistrimit te shoqerise ne regjistrin tregtar per te diskutuar planin e biznesit dhe çeshtje te tjera.

11.6 Njoftimi per mbledhjen e Asamblese se Pergjithshme do te behet me leter rekomande me njoftim marrjeje, dhe do te dergohet ne adresat e Ortakeve te shoqerise te regjistruara ne Regjistrin e Ortakeve, ose me poste elektronike ne adresat e Ortakeve, ose me poste tek Ortaket se paku 21 (njezet e nje) dite perpara dates se mbledhjes se Asamblese se Pergjithshme.

11.7 Njoftimi duhet te permbaje informacion mbi ceshtjet qe do te diskutohen ne rendin e dites dhe mbi te cilat do te merret vendim, vendin, oren dhe daten e thirrjes se pare dhe te dyte, si edhe procedurat e detajuara te pjesemarrjes dhe te votimit, informacion mbi vendin dhe menyra e marrjes se dokumentacionit dhe projekt vendimeve te asamblese si edhe elementet e tjera te percaktuar nga legjislacioni ne fuqi.

11.8 Asambleja e Pergjithshme do te konsiderohet e mbledhur rregullisht edhe nese nuk ka ndjekur te gjitha formalitetet e thirrjes, nese te gjithë Ortaket qe perfaqesojne pjesen e tere kapitalit te shoqerise jane te pranishem ne mbledhje apo te perfaqesuar nga nje perfaqesues me prokure te posacme, dhe shprehen dakort per te zhvilluar mbledhjen e asamblese pavaresisht parregullive ne thirrjen e saj.



11.9 Asambleja e Pergjithshme mund te mbahet edhe me pjesemarrjen e njerezve ne vende te ndryshme, dhe mund te mbahet permes telekonferences apo videokonferences, ose mjete te tjera te ngjashme elektronike, me kusht qe te gjithë pjesemarrësit te mund te identifikohen dhe t'i jepet mundësia per te marre pjese ne diskutimet dhe per te marre pjese ne to.

11.10 Asambleja e Pergjithshme kryesohet nga Kryetari i cili emerohet nga radhet e Ortakeve te pranishem ose te perfaqesuar ne mbledhje. Nese prezenca e nje noteri publik nuk eshte e nevojshme, Asambleja e Pergjithshme do te emeroje nje sekretar, i cili nuk duhet te jete domosdoshmerisht nje nga Ortaket.

11.11 Kryetari i Mbledhjes ka kompetenca te plota per te kontrolluar prokurat e posacme dhe rregullsine e tyre, te drejten e Ortakeve dhe perfaqesuesve te tyre per te marre pjese ne Asamblene e Pergjithshme, si dhe per te percaktuar nese Mbledhja eshte thirrur rregullisht dhe nese kuorumi i nevojshem per marrjen e Vendimeve te vlefshme eshte arritur. Kryetari ka gjithashtu te drejten per te drejtuar diskutimet dhe per te percaktuar metodat dhe procedurat e votimit.

11.12 Ne rast se Shoqeria ka vetem nje Ortak qe ka fituar Kuotat e Ortakeve te tjere me ane te nje procesi ligjor dhe zoteron tere kapitalin e shoqerise, vendimet e Ortakut te vetem do te regjistrohen ne regjistrin e vendimeve, te dhenat e te cilit nuk mund te ndryshohen ose fshihen.

NENI 12- Kuorumi dhe Kompetencat e Asamblese se Pergjithshme

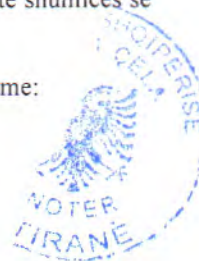
12.1 Ne rast vendimesh te zakonshme, Asambleja e Pergjithshme mund te marre vendime te vlefshme vetem nese jane te pranishem ortaket e shoqerise qe zoterojne me shume se 75% (shtadhjete e pese perqind) te Kuotave me te drejte vote. Nese Asambleja e Pergjithshme nuk mund te mblidhet per shkak te mungeses se kuoromit ne thirrjen e pare, asambleja mund te mblidhet perseri me te njejtin rend dite brenda dhe jo me vone se 30(tridhjetete) dite pas thirrjes se pare. Vendimet e zakonshme merren me voten pro te shumices se ortakeve te pranishem apo te perfaqesuar.

12.2 Asambleja e Pergjithshme mund te marre vendime te zakonshme mbi ceshtjet e meposhtme:

- (a) percaktimin e politikave tregtare;
- (b) emerimin dhe shkarkimin e Administratorit;
- (c) emerimin dhe shkarkimin e eksperteve kontabel te autorizuar dhe likuiduesve;
- (d) miratimin e shperblimeve per personat per permendur ne paragrafet (b) dhe (c);
- (e) miratimin e pasqyrave financiare vjetore dhe te raporteve te ecurise se veprimtarise;
- (f) monitormin dhe mbikqyrjen e zbatimit te politikave tregtare nga Administratori;
- (g) perfaqesimin e Shoqerise ne gjykate dhe ne proceset gjyqesore ndaj Administratorit;
- (h) cdo ceshtje tjeter te percaktuar nga ligji apo statuti.

12.3 Ne rast vendimesh te jashtezakonshme, Asambleja e Pergjithshme mund te marre vendime te vlefshme vetem nese jane te pranishem ortaket qe zoterojne me shume se 75% (shtatedhjetete e pese perqind) te kuotave me te drejte vote. Nese Asambleja e Pergjithshme nuk mund te mblidhet per shkak te mungeses se kuoromit ne thirrjen e pare, asambleja mund te mblidhet perseri me te njejtin rend dite brenda dhe jo me vone se 30(tridhjetete) dite pas thirrjes se pare. Vendimet e jashtezakonshme merren me voten pro te te pakten $\frac{3}{4}$ (tre te katertat) e ortakeve te pranishem apo te perfaqesuar.

12.4 Asambleja e Pergjithshme mund te marre vendime te jashtezakonshme mbi ceshtjet e meposhtme:



- (a) ndryshimi apo plotesimi i Statutit te Shoqerise;
- (b) zmadhimi apo zvogelimi i kapitalit ose krijimin
- (c) shperndarjen e fitimeve vjetore nepermjet dividendeve dhe akordimin e aksioneve ne vend te dividendeve;
- (d) riorganizimin, shperndarjen, transformimin, bashkimin, shkrirjen, ndarjen, likujdimin apo prishjen e shoqerise si edhe riorganizimin e shoqerise ne nje forme tjeter;
- (e) ndermarrjen e cdo veprimi i cili pitet ne menyre te arsyeshme se do te coje ne likujdimin e shoqerise;
- (f) hapjen e nje dege, blerjen apo shitjen e nje dege me ose pa emer;
- (g) marrjen persiper te cdo detyrimi me nje vlere me te larte se 5% (pese perqind) te aktiveve totale te shoqerise sic rezulton nga pasqyrat e fundit financiare te audituara;

NENI 13 - Administratori

13.1 Asambleja e Pergjithshme do te caktojte nje (1) personi fizik si Administrator te shoqerise, i cili mund te jete ortak ose jo dhe qe do te jete pergjegjes per ceshtjet e perditshme te Shoqerise sipas kufizimeve te parashikuara nga ligji ne fuqi dhe me kete Statut.

Administratori ushtron keto detyra:

- (a) menaxhon te shoqerine duke zbatuar politikat siç percaktohet nga Asambleja e Pergjithshme;
- (b) sigurohet qe te mbahen librat dhe dokumentet e nevojshme kontabel;
- (c) Mban dhe nenshkruan bilancin vjetor, bilancin e konsoliduar dhe raportin e ecurise dhe ja paraqet ate Asamblese se Pergjithshme per miratim se bashku me propozimet per shperndarjen e fitimeve;
- (d) krijon nje sistem paralajmerimi te hershem ne lidhje me zhvillimet qe kercenojne ekzistencen e shoqerise;
- (e) paraqet te dhenat e shoqerise per t'u regjistruar ne Qendren Kombetare te Regjistrimit, sipas rastit;
- (f) raporton perpara Asamblese se Pergjithshme ne lidhje me zbatimin e politikave tregtare dhe per realizimin e veprimeve me rendesi te veçante per punen e Shoqerise;
- (g) cdo detyre tjeter siç percaktohet me ligj ose Statut.

13.2 Administratori emerohet per nje periudhe deri ne 5 (pese) vite dhe me te drejte rizgjedhjeje. Ky emerim prodhon efekte ligjore ne daten e regjistrimit ne Qendren Kombetare te Regjistrimit.

13.3 Shoqeria merr angazhime me nenshkrimin e vetem te administratorit, sipas kufizimeve te parashikuara nga ligji ne fuqi dhe ne kete Statut dhe Akt Themelimi.

13.4 Administratori i shoqerise ka te drejten dhe detyrimin per te perfaqesuar Shoqerine ne marredheniet me te tretet.

13.5 Asambleja e Pergjithshme emerom si Administrator te shoqerise, **Z. RONI SHIMSHILASHVILI**, per nje afat 5 (pese) vjecar me te drejte rizgjedhjeje.

TITULLI V

VITI FINANCIAR, DIVIDENTI

NENI 14 - Viti Financiar

14.1 Viti financiar fillon me 1 Janar dhe mbaron me 31 Dhjetor te çdo viti.

14.2 Perjashtimisht viti i pare financiar fillon ne daten e regjistrimit ne QKB (Qendra Kombetare e Biznesit) dhe perfundon me 31 Dhjetor te atij viti.

NENI 15 – Dividentet dhe Kapitalizimi i Fitimeve

15.1 Permes vendimit te asamblese se pergjithshme shoqeria shperndan dividendin ne perputhje me te drejtat perkatese te ortakeve, nese:

- a) aktivet e shoqerise mbulojne teresisht detyrimin e saj;
- b) shoqeria ka aktive likuide te mjaftueshme per te paguar detyrimet qe duhet te jene te pagueshme brenda 12 muajsh.

15.2 Kapitalizimi i Fitimeve

Me vendim te Asamblese se Pergjithshme dhe ne lidhje me parimet e percaktuara ne nenin 14, te Ligjit 9901, date 14.04.2008 i ndryshuar, Ligj nr. 129/2014, administratori mund te vendose per te kapitalizuar fitimet.

TITULLI VI

SHPERBERJA-NDARJA-BASHKIMI- LIKUIDIMI

NENI 16 - Prishja-Ndarja-Bashkimi

16.1 Shoqeria mund te priset per shkaqet e parashikuara me ligj. Ne rast te prishjes, Asambleja e Zakonshme e Ortakeve emerone nje ose me shume likuidatore duke u percaktuar kompetencat reciproke.

16.2 Shoqeria gjithashtu mund te ndahet ose te bashkohet me ane te nje vendimi te asamblese se jashtezakonshme te ortakeve.

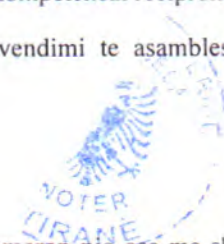
NENI 17 - Likuidimi

17.1 Ne rast te prishjes shoqeria mund te likuidohet.

17.2 Per te administruar kete procedure, Asambleja e Zakonshme e Ortakeve emerone nje ose me shume likuidatore i cili do te hartoje raportin perfundimtar mbi aktivet dhe pasivet e shoqerise, si dhe procedurat dhe kohen e duhur per likuidim.

17.3 Ne fund te procedurave te likuidimit, Asambleja e Zakonshme e Ortakeve do te vendose ne lidhje me bilancin perfundimtar, punen e bere nga likuiduesi dhe te perfundoje procesin e likuidimit.

17.4 Me likuidimin e kreditoreve likuiduesit gjithashtu do te shperndajne aktivet e mbetura te Ortakeve ne proporcion me perqindjen qe ata disponojne.



TITULLI VII

NDRYSHME

NENI 18 - Gjuha dhe Zgjidhja e Mosmarreveshjeve

Çdo mosmarreveshje ose mosmarreveshjet ndermjet ortakeve ose ne mes tyre ne Shoqeri fillimisht do te zgjidhet ne menyre te brendshme dhe miqesisht. Nese, nje zgjidhje miqesore nuk mund te arrihet brenda 60 ditesh, çeshtja do t'i referohet Gjykatave te Tiranes, me nje proces te rregullt qe do te zhvillohet ne Tirane, Shqiperi.

NENI X. DISPOZITA TE FUNDIT

Ky Akt Themelimi dhe Statut u hartua ne **3 (tre)** kopje ne gjuhen shqipe dhe angleze. Versioni shqiptar eshte nje perkthim i dokumentit te hartuar ne anglisht. Ne rast te ndonje mosmarreveshjeje ne interpretimin mes versionit shqip dhe atij anglisht, eshte versioni ne gjuhen Angleze ai qe do te mbizoteroje.

Autorizohet Znj. Kejsi LIKA, lindur ne Tirane, e datelindjes 11.10.1996, pajisur me leternjoftim nr. Personal J 66011057 M, madhore me zotesi te plote juridike per te vepruar per regjistrimin e shoqerise **RBH SOFTWARE MARKETING SOLUTIONS SHPK**, prane QKB-se.

ORTAKU THEMELUES



Nenshkrimi

RONI SHIMSHILASHVILI

Roni Shimsuilashvili

ACT OF INCORPORATION
AND
ARTICLES OF ASSOCIATIONS
OF THE LIMITED LIABILITY COMPANY
"RBH SOFTWARE MARKETING SOLUTIONS" LLC

**ACT OF INCORPORATION
AND
ARTICLES OF ASSOCIATIONS
OF THE LIMITED LIABILITY COMPANY
“RBH SOFTWARE MARKETING SOLUTIONS” LLC**

This 6TH of February 2018 , in Tirana, were present the representative of the following :

Mr. RONI SHIMSHILASHVILI, son of Semion , Israeli Citizen, resident at the address: Pallati Usluga, Rruga Reshit Petrela, born in USSR, on 11th of July 1993, holder of the passport no. 21426946, adult with full capacity to act, having a very good command of English.

Acting in the capacity of the Founding Shareholder who decided to establish the Limited Liability Company “**RBH SOFTWARE MARKETING SOLUTIONS**” LLC, and decided to approve this Act of Incorporation and Articles of Associations according to the following terms and conditions:

TITLE I

NAME OF COMPANY – JURIDICAL REGIME – HEADQUARTERS - DURATION

Article 1 - Name of Company

1.1 In accordance with Albanian Legislation, It has been established the company “**RBH SOFTWARE MARKETING SOLUTIONS**” LLC, hereinafter referred to as the Company

1.2 The Company has its official seal and logo.

Article 2 - Juridical regime of the Company

2.1 The “**RBH SOFTWARE MARKETING SOLUTIONS**” LLC is a limited liability company.

2.2 Its activity is organized under the provisions of the Act of Incorporation, Articles of Association and the legal provisions provided by the applicable trade and civil legislation in the Republic of Albania.

2.3 By decision of the General Assembly, the Company may change its juridical regime in accordance with the applicable legal dispositions and the dispositions of the Articles of Associations.

2.4 The Company acquires the legal personality from the date of its registration in the Commercial Register.

Article 3 – Headquarters

3.1 Company has its seat in the address: **Tirana, Rruga Barrikadave, Pallati nr. 9, Shkalla 1, Kati 2, Zona Kadastrale 8360, Numer pasurie 5/532-N12, Albania.**



3.2 Company may open or close branches, subsidiaries and / or representative offices inside Albania and/ or abroad, or form other companies with participating Partners or Shareholders.

Article 4 - Duration

4.1 The duration of the activity of the Company is unlimited and begins with the registration of the company in the Commercial Register. Shareholder/s of the Company may decide to limit the activity duration by a General Assembly decision.

TITLE II

SCOPE

Article 5 - Scope

5.1 The main object of the Company shall include, but not be limited to, the following activities:

Online marketing research. Conducting marketing research. Obtaining information from the marketplace. Call centre activities, web call; Web marketing activity; activities in the field of providing various online services; Activities of electronic commerce and for the account of third parties. Analyzing the data and develop various marketing strategies. Exercising of web marketing activity. Agency activity and trade representation, research activity, selection, orientation, training and managerial activities, professional training activities with multimedia systems and remote systems; Activities in the field of organization of seminars, meetings, conferences, general organization and image promotion activities.

In addition the Company may carry out any other activities which are not forbidden by the law in force, profitable and in the interest of the Company.

TITLE III

SHARE CAPITAL - TRANSFER OF SHARES- CAPITAL INCREASE

Article 6 – Share Capital

6.1 The share capital of the Company is ALL 100 (one hundred Albanian Lek) consisting in 1 (one) share. The Company's share capital shall be fully subscribed by the founding shareholders, as follows:

a) **Mr. Roni SHIMSHILASHVILI**, subscriber of 1 (one) share, representing **100 %** of the capital share of the Company, with the value of ALL 100 (one hundred Albanian Lek);

6.2 The liability of the Shareholder to third parties for the obligations assumed by the company is limited to its participation in the share capital of the Company.

Article 7 - Transfer of Shares

7.1 The transfer of shares of the Company to third parties is subject to the right of first refusal in favour of other Shareholders who may exercise this right in accordance with the conditions specified in Article 7.2 to Article 7.6 below.



7.2 In case that a shareholder" Provider "wants to sell and / or transfer some or all of its shares, the remaining shareholders (residual" Shareholders") will have the right of first refusal regarding to the available shares for transfer (" Shares offered") under the following conditions:

(a) The provider shareholder will send to the remaining shareholders a written notice which determines the number of the Offered Shares, the price of offered shares and other terms of the transfer, firstly inviting the remaining shareholders to buy the offered shares;

(b) The remaining shareholders will have the right to purchase the offered shares proportionally and under the terms of the offer by sending a written notice to the provider shareholder within a period of thirty (30) days after receipt of the notice from the Provider shareholder.

7.3 In the event that more than one of the remaining shareholders are wishing to purchase shares offered, each of these remaining shareholders will have the right to purchase shares offered proportionally with the percentage of the shares they own in the company, by sending a written notice to the provider shareholder within a period of thirty (30) days from receipt of the notification, according to which each of them is wishing to purchase the offered shares.

7.4 In case that none of the remaining shareholders do not wish to purchase the offered shares and / or have refused to buy the offered shares, under the terms defined herein within the thirty days from receiving such notice, the Provider shall have the right to transfer the offered shares to a third party with the same price offered to the remaining shareholders (as to initial Offer conditions). If this condition is not fulfilled the Sale of Share Agreement with third parties shall be invalid.

7.5 In the event that any or all of the shareholders of the company buys / buy shares offered under the terms of the offer, as defined above, such transfer shall be made under the terms of the offer.

7.6 The conditions determined above shall not be applied in case of transfer of shares by a shareholder to a company which is under the control of this same shareholder or in the case of transfer of shares to descendant or a direct descendant or to his spouse.

7.7 The provisions of Articles 7.1-7.6 will not apply in case of transfer made in favour of other shareholders. However, in this case, the transfer must be communicated firstly to the other shareholders in written form. All notices under this Article shall be sent also to the Company.

Article 8 – Capital Increase

8.1 The General Assembly may increase the share capital, in accordance with the quorum specified in Article 12 of this Act of Incorporation and Articles of Associations.

8.2 In the event of a capital increase, the shareholders have a right of option for the subscription, by contributions in kind or in cash, in proportion to the percentage owned in the share capital of the Company.

8.3 If any of the member refuse the right of subscription, such capital can be subscribed by other members. In this case, the other shareholders may exercise the right to the capital, in proportion to the percentage owned in the share capital of the Company.

ARTICLE 9 - Decrease of the Capital



9.1 The general assembly may decrease the share capital, in accordance with the quorum specified in Article 12 of this Act of Incorporation and Articles of Associations. In any case, the capital cannot be reduced to the minimum value defined by the law.

9.2 The shareholders face the decreasing of the share capital, in proportion to the shares owned by each of them in the Company.

ARTICLE 10- Certificate of participation

10.1 Each of the shareholders shall have the right to obtain a certificate in relation to the percentage in the Capital share. The company is not obligated to issue more than one certificate for shares held jointly by several Shareholders and delivery of the certificate to the common representative of the members will be considered done for the benefit of all shareholders, in accordance with the provisions of the law.

TITLE IV

BODIES OF THE COMPANY

Article 11 – Bodies of the Company

11.1 Bodies of the Company are:

- 1) The General Assembly;
- 2) The Administrator / s.

GENERAL ASSEMBLY

1) General Assembly

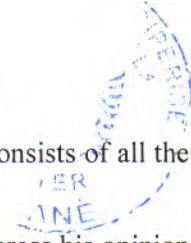
11.1 The General Assembly is the decision-making organ of the Company and consists of all the Company's Shareholder.

11.2 Each Shareholder has the right to participate in the General Assembly to express his opinion and vote according to the owned shares.

11.3 Shareholder may be represented by another person, not necessarily Shareholder/s, through a written power of attorney. In any case, this power of attorney may be granted just for ascertain meeting of the General Assembly, and shall be valid for the consecutive meetings with the same agenda. Administrators cannot represent the Shareholder at the General Assembly Meetings.

11.4 The General Assembly can be convened in a different location from the Company headquarters, within the Republic of Albania or abroad.

11.5 The General Assembly is convened by the Administrator as required according to the necessities and interests of the Company or if required by the legislation in force. General Assembly can be convened also by any Shareholder that own at least 10% (ten percent) of the capital share. In any case, the General Assembly is convened at least once a year, up to the last week of MAY, in order to discuss, review and to approve the annual balance of the previous fiscal year. The first General Assembly Meeting shall be held within three months from the day of registration of the company to the commercial register to discuss the business plan and other matters.



11.6 The notification for the General Assembly shall be made by registered letter with retrieval notice, sent to the address of the Shareholders registered in the register of Shareholders, or by electronic mail to the address of Shareholder, or by mail to Shareholders at least 21 (twenty one) days prior of the date of General Assembly.

11.7 The notice must include information on the agenda and on which the decision will be taken, place, time and date of the first call and the second, as well as detailed procedures and voting participation, information on the place and manner of receipt of the documents and draft decisions of the assembly as well as other elements defined by the legislation in force.

11.8 General Assembly will be considered convened regularly even has not followed all the formalities of the call, if all Shareholder representing the entire capital share of the Company are present at the meeting or represented by a power of attorney, expressing themselves to attend the assembly meeting despite the irregularities in its way of calling.

11.9 The General Assembly can be held with the participation of people in different countries, and can be maintained through teleconference or videoconference, or other similar electronic means, provided that all the participants can be identified and be given the opportunity to attend the discussions and take part in them.

11.10 The General Assembly is headed by the Chairman who is appointed from amongst the Shareholders present or represented at the meeting. If the presence of a notary public is not required, the General Assembly shall appoint a secretary, who may not necessarily be one of the Shareholders.

11.11 The Chairman of the meeting has full competencies to check the powers of attorneys and their regularity, the right of Shareholders and their representatives to participate in the General Assembly, and to determine if the Assembly is convened regularly and if the necessary quorum for taking valid decisions has been achieved. The Chairman has also the right to run discussions and determine methods and voting procedures.

11.12 In the event that the Company has only one Shareholder who has acquired the shares of the other Shareholders through proper legal process and owns all the capital of the Company, the decisions of the sole Shareholder will be recorded in the register of decisions, whose data cannot be modified or deleted.

Article 12- Quorum and Competences of the General Assembly

12.1 In the case of common decisions, the General Assembly can take valid decisions only if attended by Shareholders holding more than 75% (seventy five percent) of the shares eligible to vote. If the General Assembly cannot be convened due to lack of quorum at the first call, the Assembly can meet again with the same agenda within and not later than 30 (thirty) days after the first call. Common decisions are taken by vote of the majority of the present or represented Shareholders.

12.2 The General Assembly may take common decisions on the following matters:

- (a) Determining the trade policies;
- (b) Appointment and dismissal of the Administrator;
- (c) Appointment and dismissal of authorized accounting experts and liquidators;



- (d) Approval of rewards to those mentioned in paragraphs (b) and (c);
- (e) Approval of the annual financial statements and performance reports of activity;
- (f) Monitoring and supervising the implementation of trade policies by the Administrator;
- (g) Represent the company in court and in court proceedings against the Administrators;
- (h) Any other matters determined by Law or by the Articles of Associations.

12.3 In the case of extraordinary decisions, the General Assembly can take valid decisions only if attended by the Shareholders holding more than 75 % (seventy five percent) of the shares eligible to vote. If the General Assembly cannot be convened due to lack of quorum at the first call, the Assembly can meet again with the same agenda within and not later than 30 (thirty) days after the first call. Extraordinary decisions are taken by vote of at least $\frac{3}{4}$ (three quarters) of the present or represented Shareholders.

12.4 The General Assembly may take extraordinary decisions on the following topics:

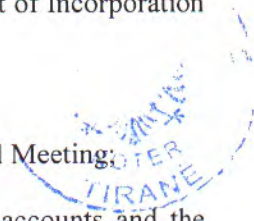
- (a) Change or completion of the Articles of Association of the company;
- (b) Increase or decrease of the capital;
- (c) The distribution of yearly profits through dividends;
- (d) Reorganisation, distribution, transformation, merger, amalgamation, division, liquidation or dissolution, as well as the reorganization of Company in another form;
- (e) Undertaking of any action that reasonably is expected that would lead to the liquidation of the company;
- (f) Opening Branch Offices and the purchase or the sale of a branch with or without name;
- (g) Undertaking any obligation with a value higher than 5% (five percent) of the total assets of the company as shown by the latest audited financial statements;

Article 13– The Administrator

13.1 The General Assembly shall appoint one (1) natural person as Administrator of the Company, who can be a Shareholder or not, and who will be responsible for the daily affairs of the Company under the restrictions provided by the law in force and by this Act of Incorporation and Articles of Associations.

The administrator shall exercise the following duties:

- (a) Manage the company by implementing the policies as defined by the General Meeting;
- (c) Ensure that the necessary accountancy books and documents are kept;
- (d) Provide for and sign the annual statement of accounts and consolidated accounts and the performance report and present it to the General Meeting for approval together with the proposals for the distribution of profits;
- (e) Create an early warning system with respect to developments threatening the existence of the company;



- (f) Submit company data to be registered to the National Registration Centre where applicable;
- (g) Report to the General Meeting with respect to the implementation of business policies and to the realization of transactions of particular importance for company performance;
- (h) Any other duties as determined by Law or by the Articles of Association;

13.2 The Administrator is appointed for a period up to (five) years and may be re-elected, such appointment has legal force on the date of Registration in the National Registration Centre.

13.3 The Company receives commitments by the signature of the Administrator, under the restrictions provided by the law in force and by these Articles.

13.4 The Company's Administrator has the right and the obligation to represent the Company in relation to third parties.

13.5 The General Assembly appoints as the Administrator of the Company **Mr. Roni SHIMSHILASHVILI**, for a period of 5 (five) years, with the right of re-election.

TITLE V

FINANCIAL YEAR, DIVIDEND

Article 14- Financial Year

14.1 The financial year starts on 1st of January and ends on 31st December of each year.

14.2 Exceptionally first year begins on the date of registration in the NBC (National Business Centre) and ends on 31 December of that year.

Article 15- Dividend and Capitalization of Profits

15.1 Through Assembly's decision Company declare dividends in accordance with the respective rights of the Shareholders if:

- a) The company's assets covers totally it's obligation;
- b) The company has sufficient liquid assets to pay obligations becoming payable within 12 months.

15.2 Capitalization of Profits

By General Assembly's decision and in respect of the principles set out in Article 14, Law 9901, date 14.04.2008 as amended, Administrator may decide to capitalize earnings.

TITLE V

DISSOLUTION-DIVISION-MERGER, LIQUIDATION

ARTICLE 16- Dissolution-Division- Merger

16.1 The Company may be dissolved for causes provided by law. In case of dissolution, the Ordinary Assembly of Shareholders appoints one or more liquidators being appointed the reciprocal competences.

16.2 The Company may also be divided or merged with a decision of the Extraordinary Assembly of the Shareholders.



ARTICLE 17 - Liquidation

17.1 In the event of dissolution the company may be liquidated.

17.2 To administrate this procedure, the Ordinary Assembly of Shareholders appoints one or more liquidators who will draft the final report on the assets and liabilities of the Company, and the procedures and the right time for liquidation.

17.3 At the end of the liquidation procedures, the Ordinary Assembly of Shareholders shall decide on the final balance, the work done by the liquidator and terminate the process of liquidation.

17.4 Upon the settlement of creditors and collection of outstanding loans, liquidators will also distribute the remaining assets to Shareholders in proportion to the shares they own.

TITLE VII

MISCELLANEOUS

Article 18- Language and Settlement of disputes

The English language is deemed the language of the Shareholders.

Any disputes or disagreements between or amongst Shareholders of the Company will in the first instance be settled internally and amicably. If however, an amicable settlement cannot be reached within 60 days the matter will be referred to the Courts of Tirana with due process taking place in Tirana, Albania.

Article 19 - Final Provisions

This Act of Incorporation and Articles of Associations has been signed in 3 (three) copies in the English language.

After it was read by the Founding Shareholders of the Company **RBH SOFTWARE MARKETING SOLUTIONS LLC**, it was signed without objections.

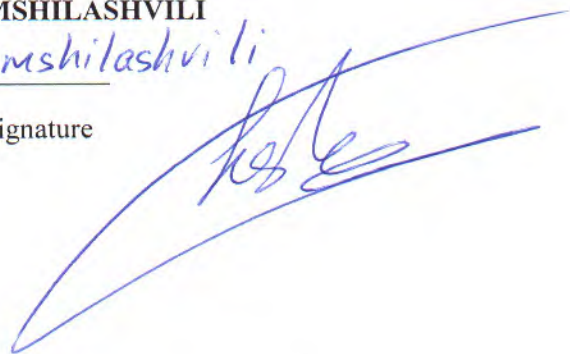
It is hereby authorizes Mrs. Kejsi LIKA, born in Tirana, on 11th of October 1996, holder of the personal no. J 66011057 M, adult with dull capacity to act for the registration of the company RBH SOFTWARE MARKETING SOLUTIONS, with QKB.

FOUNDING SHAREHOLDER

Mr. RONI SHIMSHILASHVILI

Roni Shimshilashvili

Name, surname, signature



REPUBLIC OF ALBANIA
NOTARY CHAMBER OF TIRANA
Filing no. 393
Index no. 97

REPUBLIKA E SHQIPERISE
DHOMA E NOTERISE TIRANE
Nr. rep. 393
Nr. kol. 97

AUTHENTICITY OF SIGNATURE

This day, on 6th of February 2018, me Denisa M. ÇELA, public notary, by headquarter at : Str . “Reshit Çollaku”, Pallatet Shallvare, Tirana, certify that:

The signature on the document attached “Act of incorporation and Articles of associations of the limited liability company “**RBH SOFTWARE MARKETING SOLUTIONS**” LLC, dated 6th of February 2018, is signed by Mr. RONI SHIMSHILASHVILI, son of Semion , Israeli Citizen, resident at the address: Pallati Usluga, Rruga Reshit Petrela, born in USSR, on 11th of July 1993, holder of the passport no. 21426946, adult with full capacity to act, having a very good command of English.

In witness whereof, Me the Public Notary, certify that the signature on the document attached is the authentic signature of Mr. RONI SHIMSHILASHVILI.

I provide this confirmation in conformity of Law “On Notary”, in Republic of Albania, as amended.

PUBLIC NOTARY

DENISA M. ÇELA



VERTETIM NENSHKRIMI

Sot, me 6 Shkurt 2018, Une, Notere Publike, Denisa M. ÇELA, me seli ne : Rruga “Reshit Çollaku”, Pallatet Shallvare, Tirana, vertetoj se:

Nenshkrimi ne dokumentin bashkelidhur “Akt Themelimi dhe Statut I Shoqerise “**RBH SOFTWARE MARKETING SOLUTIONS**” SH.P.K, date 06 Shkurt 2018, eshte nenshkruar personalisht nga Z.RONI SHIMSHILASHVILI, atesia Semion , shtetas izraeli, banues ne adresen Pallati Usluga, Rruga Reshit Petrela, lindur ne ish Bashkimi Sovjetik, me 11 Korrik 1993, mbajtes i pasaportes me nr. 21426946, madhor me zotesi te plote per te vepruar, njohes shume I mire I gjuhës angleze;

Ne deshmi te sa me siper, Une, Noteri Publik, vertetoj se nenshkrimi ne dokumentin bashkelidhur, eshte nenshkrimi autentik, i Z. RONI SHIMSHILASHVILI.

Une ilesjoj kete konfirmim ne perputhje me Ligjin “Mbi noterine”, ne Republiken e Shqiperise, I ndryshuar.

NOTERE PUBLIKE

DENISA M. ÇELA

