



VG notarissen

TRUE COPY

of the deed of trust conditions
of the foundation:

Stichting Administratiekantoor Egeet,
with statutory seat in Amsterdam,

deed executed on the 13 November 2020
before P.M.A. van Rensen,
deputy civil law notary, in his capacity of
custodian of the vacant protocol of
Mrs B.J.M. Geenen-Timmermans
formerly civil law notary in Amsterdam.



2020GEE22406PRN

Trust conditions Stichting Administratiekantoor Eqeet

TRUST CONDITIONS OF STICHTING ADMINISTRATIEKANTOOR EQEET

On the thirteenth day of November two thousand twenty appeared before me, -----
Paul Michaël Arno van Rensen, deputy civil law notary, hereinafter referred to as: ---
“notary”, in the capacity of custodian of the vacant protocol of Mrs. Bertha Josephina
Maria Geenen-Timmermans, formerly civil law notary in Amsterdam: -----
Ms. Lindsay Vivian Herter, with office address at 1083 BA Amsterdam, Van -----
Boshuizenstraat 12, born at Amstelveen on the twenty-third of April nineteen -----
hundred ninety-three, -----
in this respect acting as duly authorized representative of the foundation: -----
Stichting Administratiekantoor Eqeet, -----
with its seat in Amsterdam and offices at 1114 AB Amsterdam-Duivendrecht, Joop --
Geesinkweg 701, registered at the Trade register of the Chamber of Commerce under
number: 80890741. -----

The appearer declared the following: -----
The Board of Stichting Administratiekantoor Eqeet has resolved on the thirteenth day of
November two thousand twenty: -----

- to establish the following terms and conditions (hereinafter: the "Trust Conditions")
for the acquiring and holding in trust of shares, in exchange for the issue of -----
depository receipts of such shares; -----
- to authorize him, appearer, to execute this notarial deed to establish the Trust ---
Conditions. -----

The adoption of this resolution is evidenced by a Board resolution which will be -----
attached to this deed. -----

Pursuant to such Board resolution, Stichting Administratiekantoor Eqeet hereby -----
establishes the following Trust Conditions. -----



TRUST CONDITIONS:

Article 1. Definitions.

In these Trust Conditions, the following words shall have the following meanings:

- a. the Trust Foundation:
Stichting Administratiekantoor Egeet, a foundation under Dutch law ("*stichting*"), having its statutory seat in Amsterdam;
- b. the Board:
the board of the Trust Foundation;
- c. the Company:
each company having a capital divided into shares;
- d. Shares:
shares in the capital of the Company;
- e. Depository Receipt:
the embodiment of rights and duties derived from a Share ("*certificaat*") of a Depository Receipt Holder towards the Trust Foundation, the Company and third parties, by virtue of these Trust Conditions, the Articles of the Trust Foundation and the law; the term "rights" shall include rights which arise for the Depository Receipt Holders, as the result of an issue of Shares by the Company to the Trust Foundation, whether by way of distribution on Shares which the Trust Foundation holds in trust, or otherwise;
- f. a Depository Receipt Holder:
each holder of one or more Depository Receipts;
- g. In writing:
means by letter, facsimile or e-mail, or by any other electronic form of message delivery, as long as it is readable and reproducible.

Article 2. Depository Receipts.

1. The Trust Foundation shall issue Depository Receipts for the Shares it holds in trust.
2. The Trust Foundation may acquire fully paid Shares only.
3. The nominal value of the Depository Receipts shall be equal to the nominal value of the Shares for which they are issued.
4. All Depository Receipts are to be registered and Certificates of Depository Receipts shall not be issued.
5. The articles of association of the Company determine that the Company shall not grant meeting rights to the Depository Receipt Holders. Therefore the Depository Receipts will be issued without meeting rights and consequently the Depository Receipt Holders do not have the meeting rights as mentioned in article 2:227 paragraph 1 of the Dutch Civil Code.

Article 3. Register Of Depository Receipt Holders.

1. The Board shall keep a register in which at least (not limited to) the names, residential addresses, contact e-mail address and bank account information of all Depository Receipt Holders shall be registered.



2. The register shall be kept up to date regularly. Depositary Receipt Holders shall ----
inform the Trust Foundation of their details as mentioned in paragraph 1 of this ----
Article. -----
3. At the request of a Depositary Receipt Holder, the Board shall issue, free of charge,
an extract from the register, reflecting his rights to Depositary Receipts. -----
4. The Board shall make the register available at the office of the Trust Foundation ----
for inspection by: -----
 - the Depositary Receipt Holders regarding his/her details; and -----
 - the Company. -----
5. The register can be operated as software-as-a-service by third party, based on the ---
contract concluded between the Trust Foundation and the software operator -----
concerned. In this case, the Trust Foundation, the Company, and Depositary -----
Receipt Holders are obliged to comply with the terms and conditions of service ----
provider concerned -----

Article 4. Depositary Receipt Transfer Restrictions. -----

An intended alienation or allotment of Depositary Receipts is not restricted in any way -
whatsoever. -----

Article 5. Transfer Of Depositary Receipts. -----

The transfer of a Depositary Receipt shall require a private or notarial deed to that effect
and notification thereof to the Trust Foundation by either the transferor or the -----
transferee. The foregoing sentence applies by analogy to the pledging of Depositary ----
Receipts and to the creation or transfer of a life interest in Depositary Receipts. -----

Article 6. Dividends And Other Distributions. -----

1. The Trust Foundation shall collect all dividends and other distributions on the -----
Shares it holds in trust. -----
2. Immediately after receipt, the Trust Foundation shall make the dividends or other --
distributions payable at a place to be determined by the Trust Foundation, and it ----
shall inform the Depositary Receipt Holders thereof in writing. With the dividends -
or other distributions payable in this paragraph is meant the net cash proceeds -----
actually received by the Trust Foundation. -----
3. In the event the Company issues bonus Shares or stock dividends to the Trust -----
Foundation, the Trust Foundation shall issue Depositary Receipts accordingly, to ---
the parties entitled thereto. -----
4. In the event the Company makes distributions at the request of the Shareholders, ---
either in cash or in other valuables, the Trust Foundation shall have the -----
distributions made in the way it shall determine. -----
5. In the event of the Company's liquidation, final distributions on Shares held in trust
shall be paid by the Trust Foundation to the Depositary Receipt Holders in -----
exchange for cancellation of the Depositary Receipts. -----
6. If the Trust Foundation is a party to a shareholders agreement which contains a ----
drag along provision, and is required to transfer all of its Shares to a third party ----
under this drag along provision, the Trust Foundation shall fully cooperate with ----
such sale and transfer its Shares against payment of the purchase price. -----



Sale proceeds of the Shares held in administration by the Trust Foundation will be paid by the Trust Foundation to the Depository Receipt Holders against cancellation of the corresponding Depository Receipts.

7. If the Trust Foundation is a party to a shareholders agreement which contains a tag along provision, and is entitled to exercise any right to transfer Shares under this tag along provision, the Trust Foundation shall fully cooperate with such sale and transfer its Shares against payment of the purchase price.

Sale proceeds of the Shares held in administration by the Trust Foundation will be paid by the Trust Foundation to the Depository Receipt Holders against cancellation of the corresponding Depository Receipts.

Article 7. Issue Of Shares. Shares On Offer.

The Trust Foundation shall not in any way whatsoever exercise a right of pre-emption of Shares nor subscribe for Shares that are granted by the Company or granted in any other way whatsoever (in example offered for sale in according with an offering clause).

Article 8. Transfer Of Shares To The Company.

Shares held by the Trust Foundation may be transferred to the Company against cancellation of the relevant Depository Receipts and immediate payment of the proceeds to the Depository Receipt Holder.

Article 9. The Exercising Of Voting Rights And Other Rights Of Shareholders.

The Trust Foundation shall exercise the voting rights and all other rights attributable to the Shares it holds in trust at its own discretion with due consideration of the provisions of these Trust Conditions, the Articles of the Trust Foundation, the Articles of the Company, the shareholders agreement entered into (if any) and the law.

Article 10. Termination.

1. A Depository Receipt Holder is not entitled to terminate the holding in trust of Shares, except for the situation mentioned in paragraph 2 of this Article.
2. The Trust Foundation is obliged to terminate the holding in trust of Shares if and when the Depository Receipt Holders, jointly representing at least ninety-five percent of the nominal value of the total number of Depository Receipts, request such in writing. Decertification will then take place of all Shares held by the Trust Foundation in the respective Company.
3. The Trust Foundation shall be authorized at all times to terminate the holding in trust of Shares. Termination by the Trust Foundation without the prior consent of all Depository Receipt Holders can only take place either with respect to all Shares held in trust by the Trust Foundation, or with respect to all Shares of which the Depository Receipts are held by the Company. For the application of the foregoing sentence, termination of the holding in trust of Shares shall include the transfer of Shares to another institution as referred to in Article 11, paragraph 4, of the Articles of the Trust Foundation.
4. Upon termination of the holding in trust of Shares without a transfer of Shares to another institution as referred to in the last sentence of the foregoing paragraph, the Shares shall be transferred to the Company, or to a third party designated by the Company issued in return against cancellation of the Depository Receipts. The



Trust Foundation shall fully cooperate with such transfer, provided a party who ----
exercise their right must, within the limits specified by the Trust Foundation, to ----
deposit a deposit to the Trust Foundation to provide security for the payment of the
costs incurred by such transfer. -----

Article 11. Amendment Of The Trust Conditions. -----

1. The Trust Foundation shall be authorized to amend these Trust Conditions. -----
2. An amendment of these Trust Conditions shall become effective only after a ----
notarial deed thereof has been executed. Each member of the Board shall be ----
authorised to have this deed executed. -----

Article 12. Choice Of Law. -----

These Trust Conditions are governed by Dutch law. -----

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.

(Signatures follow)

FOR TRUE COPY:

