



## STATEMENT ABOUT ARTICLES OF ASSOCIATION

**The undersigned,**

Kaoutar Laachir, deputising for Joyce Johanna Cornelia Aurelia Leemrijse, civil law notary in Amsterdam, the Netherlands,

**hereby declares:**

the attached document is a fair English translation of the articles of association of:

Fastned Administratie Stichting

having its official seat in the municipality of Amsterdam, the Netherlands,

as they read after partial amendment, executed by notarial deed on 17 August 2022 before a deputy of J.J.C.A. Leemrijse, civil law notary aforementioned.

Fastned Administratie Stichting is a foundation under Dutch law (*'stichting'*), having its office address at James Wattstraat 77-79, 1097 DL Amsterdam and registered in the Commercial Register under number 59390956.

In preparing the attached document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation, and if they do, the Dutch text will by law govern.

In the attached document, Dutch legal concepts are expressed in English terms and not in their original Dutch terms; the concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

Amsterdam, the Netherlands, 17 August 2022.



## ARTICLES OF ASSOCIATION CHAPTER 1. INTERPRETATION

### Artikel 1. Definitions

1.1 In these Articles of Association the following terms have the following meanings:

**Share:** a share in the capital of the Company;

**Shareholder:** a holder of one or more Shares;

**Trust Conditions:** the conditions of the Foundation for acquiring and holding Shares in the Foundation, in return for the granting of Depositary Receipts;

**Board:** the board of the Foundation;

**Depositary Receipt:** a Depositary Receipt for a Share assigned by the Foundation;

**Depositary Receipt Holder:** a holder of one or more Depositary Receipts;

**Board of Directors:** the board of directors of the Company;

**Revocation:** the cancellation of a Depositary Receipt in direct connection with the Foundation's transfer of the corresponding Share by way of termination of the Foundation;

**In Writing:** by letter, fax or e-mail or by message that is conveyed via another generally accepted means of communication and may be received as text, provided that the identity of the sender can be determined with sufficient certainty;

**Foundation:** the entity to which these articles relate;

**Company:** Fastned B.V., a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat in Amsterdam, the Netherlands, registered with the Dutch Commercial Register under number 54606179;

**Meeting of Depositary Receipt Holders:** the governing body formed by the meeting of Depositary Receipt holders as referred to in Article 18;

**Meeting Right** means the right, either in person or by proxy authorised In Writing, to attend the general meeting of the Company and to address such meeting.

1.2 Defined concepts can be used in the singular or plural without loss of the inherent meanings.

## CHAPTER 2. NAME, OFFICIAL SEAT AND OBJECTS

### Artikel 2. Name and Official Seat.

2.1 The name of the Foundation will be: **Fastned Administratie Stichting**.  
The short name for the Foundation is: **FAST**

2.2 The Foundation's official seat is seated in the municipality of Amsterdam, the Netherlands.

## **Artikel 3. Objects.**

3.1 The objects of the Foundation are:

- (a) to acquire Shares in its own name and to hold such Shares, in exchange for the issuance of Depositary Receipts, for the account of the Depositary Receipt Holders;
- (b) to hold in trust Shares by, inter alia, exercising the voting rights and other rights attributable to such Shares, to collect dividends and other distributions due on account of such Shares, to pay such dividends and other distributions to the Depositary Receipt Holders, and to take all actions connected therewith, all in accordance with the Trust Conditions; and
- (c) to stimulate the exchange of information between the Company and the Depositary Receipt Holders,

as well as to perform all such acts that are related or conducive to the foregoing.

3.2 The Foundation aims to realize its objects by acquiring and administering Shares and grant the Depositary Receipts in return, exercising all the rights attached to those Shares, subject to the obligation of the Foundation to distribute anything that it receives on the Shares to the Depositary Receipt Holders, everything within the framework of the Trust Conditions, and by doing everything required to the attainment of the above.

3.3 The Trust Office shall exercise the rights attached to the Shares in such a way to ensure the mission of the Company, as well as the continuity of the Company and the business connected with it are optimally safeguarded. In doing so, the Trust Office will always take into account the legitimate interests of the customers, the Depositary Receipt Holders, the employees and the society in which the Company carries out its activities.

3.4 The Foundation is obliged to observe the relevant provisions of the Trust Conditions.

## **CHAPTER 3. DEPOSITARY RECEIPTS**

### **Artikel 4. Revocation, Alienation and Encumbrance.**

4.1 The Board may only decide to revoke one or more Depositary Receipts with the consent of the Board of Directors. Depositary Receipt Holders may not demand that their Depositary Receipts be revoked.

4.2 The Foundation is not authorised to alienate the Shares, unless in the event of whole or partial Revocation of the corresponding Depositary Receipts, in the event of a transfer of the administrative activities of the Foundation or in the event of a transfer to the Company.

4.3 The Foundation is not authorised to establish a right of pledge on Shares or otherwise encumber the Shares.

## **Artikel 5. Depositary Receipts and Meeting Rights.**

5.1 For each Share transferred, the Foundation shall grant a Depositary Receipt that corresponds to it. The Depositary Receipt shall have the same nominal amount as the Share to which it corresponds.

5.2 The Depositary Receipts carry Meeting Rights.

5.3 The Foundation is not authorised to hold Shares, except in case of a future issue of Depositary Receipts and/or unless it concerns Shares for which Depositary Receipts have been issued and re-purchased or otherwise acquired by the Foundation.

## **CHAPTER 4. THE BOARD**

### **Artikel 6. Appointment, Suspension and Dismissal of the Board**

6.1 The Board shall consist of three or more natural persons.

6.2 Members of the Board shall be appointed for a period of four years. Periodically a member of the Board shall resign conform a schedule as draw up by the Board. The resigning member of the Board is immediately available for reappointment.

6.3 Members of the Board shall be appointed by the meeting of Depositary Receipt Holders. The meeting of Depositary Receipt Holders can only appoint new members of the Board on a binding nomination by the Board. The Supervisory Board of the Company has the right to provide non-binding advice with respect to the binding nomination by the Board. In the event two or more candidates are nominated, the appointment in the vacant seat concerned shall be effected through election from the persons placed on the binding list of candidates. The meeting of Depositary Receipt Holders may at any time, by resolution passed with a majority of at least two-thirds of the votes cast. A resolution of the meeting of Depositary Receipt Holders to appoint a member of the Board other than in accordance with a binding nomination by the Board shall require at least a majority of two-thirds of the votes cast.

6.4 During a meeting of Depositary Receipt Holders, with respect to appointment of a member of the Board, votes can only be cast on candidates whose names are stated in the agenda of the meeting.

6.5 Each member of the Board may at any time be suspended or removed by the meeting of Depositary Receipt Holders.

6.6 In the event of temporarily or permanent absence of one or more members of the Board, the remaining member(s) of the Board shall be in charge of all duties of the Foundation. In the event of the prevention or permanent absence of all members – or sole member - of the Board, the Board of

Directors will appoint a person to temporarily take over those duties.

## **Artikel 7. Independence.**

- 7.1 Members of the Board cannot be:
- (a) managing directors, former managing directors, supervisory directors or former supervisory directors of the Company or its group companies;
  - (b) natural persons employed by the Company or its group companies;
  - (c) permanent advisors of the Company or its group companies.
- 7.2 Deviations from the provisions of Article 7.1 may only be made by way of exception and with the prior approval of the Supervisory Board of the Company.

## **Artikel 8. Retirement of Members of the Board.**

A member of the Board cease to hold office, subject to the provisions in Title 6 of Book 2 of the Dutch Civil Code:

- (a) as a result of his death;
- (b) by retiring voluntarily;
- (c) by being declared bankrupt, applying for a suspension of payments, having a guardian appointed over him, requesting application of a debt consolidation plan as provided in the Bankruptcy Act or otherwise losing the free control of his capital;
- (d) by resignation in accordance with Article 6.2;
- (e) as a result of dismissal in accordance with Article 6.5;
- (f) as a result of his dismissal granted by the District Court in the cases provided for by law;
- (g) by no longer complying with the provisions of Article 7.1;
- (h) in the event he has been irrevocably condemned for a criminal offense.

## **Artikel 9. Chairman and Secretary.**

The Board shall appoint from among its members a chairman a secretary. The Board may also appoint from among its members a deputy chairman who takes over all the tasks and powers of the chairman in his absence.

## **Artikel 10. Board Meetings.**

- 10.1 Board meetings shall be held as often as a member of the Board desires, but always prior to a general meeting of the Company. A Board meeting prior to a general meeting of the Company is not required in the event that the Board already decided upon matters in accordance with Article 11.6.
- 10.2 Notice of a Board meeting will be given by the secretary in consultation with the chairman, by the chairman, or by two or more other members of the Board.
- 10.3 Notice of a Board meeting will be made In Writing. The convening period shall be at least five days, not counting the day of the notice and the day of

the Board meeting. A shorter convening period is permitted, provided that all Board members agree to such shorter convening period.

- 10.4 The notice of the Board meeting will state the subjects to be discussed. Subjects that have not been mentioned in the notice may be announced in more detail with observance of the provisions in this Article 10.
- 10.5 Board meetings shall be held in a place to be determined by the chairman of the Board. If, however, a notice of a Board meeting is given by one or more other members of the Board, the place of that meeting shall be determined by them. Board meetings may also be held by means of telephone or video conferences or by any other means of communication provided that every participating member of the Board can be heard by all the others simultaneously.
- 10.6 A member of the Board may be represented at a meeting by another member of the Board authorized by written proxy. A member of the Board may only represent a maximum of one other member of the Board at a meeting.
- 10.7 The members of the Board present at the meeting shall decide on admission of other persons.
- 10.8 The chairman of the Board or its deputy shall chair the Board meetings and the secretary shall keep the minutes. In the absence of the chairman or his deputy, or the secretary, the meeting shall designate, by a majority of the votes, one of the Members of the Board present to lead the meeting or to keep the minutes. Until that time the meeting shall be chaired by the oldest member of the Board present.
- Minutes shall be adopted and as proof thereof signed by the chairman and the secretary of the relevant meeting or adopted at a next meeting and then as proof of adoption be signed by the chairman and the secretary of that next meeting.

## **Artikel 11. Decision-making.**

- 11.1 Each member of the Board shall be entitled to cast one vote.
- 11.2 The Board shall pass resolutions by a simple majority of votes, unless these Articles of Association provide differently.
- 11.3 If the votes are tied at a Board meeting, no resolution shall be passed.
- 11.4 No valid resolutions may be passed if not at least the majority of the members of the Board is present or represented and a notice have been given to all members of the Board, in accordance with the provisions of Article 10, with this exception, however, that even if the prescriptions about the convening notice have not been observed, valid resolutions may be passed nevertheless at a Board meeting at which all the members of the Board are present or represented, all without prejudice to the provisions of

Article 11.6 and Article 21.

- 11.5 The Board shall decide in what way the rights to vote that are attached to the Shares in ownership of the Foundation shall be exercised. The Trust Conditions can determine that specific Board resolutions can be subject to approval by the Meeting of Depositary Receipt Holders.
- 11.6 Resolutions of the Board, including resolutions to amend the Articles of Association and to dissolve the Foundation, may also be passed in another manner than in a meeting, In Writing or in another manner, provided that the relevant proposal has been submitted to all members of the Board in office and none of them objects to the relevant method of passing resolutions and the resolution is passed by the majority of the members of the Board in office prescribed by the Articles of Association or the law. A resolution passed in another manner than in a meeting and not In Writing, shall be laid down by the secretary of the Board in a report that is signed by the chairman and the secretary of the Board. Written resolutions shall be passed by means of written statements of all the members of the Board in office.
- 11.7 During the existence of a vacancy the Board shall be considered fully constituted, on the understanding that no resolutions may be passed as referred to in the Articles 15, 20, 21 and 22. If there is more than one vacancy, no decisions can be taken on the manner in which voting right will be exercised with regard to proposals for the appointment of one or more members of the Board of Directors.

## **Artikel 12. Voting.**

- 12.1 All votes shall be taken orally. The chairman of the meeting may determine, however, that the votes shall be cast In Writing. If it concerns a vote on persons each member of the Board present at the meeting may desire that the votes are cast In Writing. A written vote shall be taken by means of unsigned ballot papers.
- 12.2 Blank votes and invalid votes will be regarded as not having been cast.
- 12.3 Voting by acclamation shall be possible if none of the members of the Board present at the meeting resists it.
- 12.4 The opinion expressed by the chairman at a meeting about the outcome of a vote shall be decisive. The same shall apply to the contents of a resolution passed, in so far as a vote was taken on a proposal not laid down In Writing. If, however, the correctness of that opinion is disputed immediately after the decision has been pronounced, a new vote will take place if the majority of the members of the Board present at the meeting or, if the original vote was not taken by poll or In Writing, one member of the Board present at the meeting desires this. With this new vote, the legal effects of the original

vote expires.

## **Artikel 13. Duties, Powers and Remuneration.**

- 13.1 The Board shall be entrusted with the management of the Foundation.
- 13.2 The Board may lay down rules about the resolutions and the method of work of the Board, in addition to what has been provided on the subject in the Articles of Association.
- 13.3 The Meeting of Depositary Receipt Holders may grant the members of the Board, or one or more of them, a remuneration. The Board members shall be reimbursed for their expenses.

## **Artikel 14. Representation.**

- 14.1 The Foundation shall be represented by the Board. Furthermore, two Board members acting jointly are also authorised to represent the Foundation.
- 14.2 The Board may grant one of its members power of attorney to represent the Foundation with regard to the Shares held by it at general meetings of the Company.
- 14.3 The Board may grant one of its members or others power of attorney to represent the Foundation within the limits described in that power of attorney.
- 14.4 The Board is not authorised to resolve on entering into agreements to acquire, alienate or encumber registered property and to enter into agreements in which the Foundation binds itself as surety or co-debtor, gives a guarantee for a third party, or binds itself as security for a debt of a third party, nor to represent the Foundation in respect of these acts.

## **Artikel 15. By-Laws.**

- 15.1 The Board may establish by-laws regarding subjects that are not regulated by these Articles of Association.
- 15.2 By-laws may not be contrary to the law or these Articles of Association.

## **CHAPTER 5. FINANCIAL YEAR, ANNUAL ACCOUNTS AND ADMINISTRATION**

### **Artikel 16. Financial Year and Annual Accounts.**

- 16.1 The financial year of the Foundation shall be the calendar year.
- 16.2 The Board shall be obliged to prepare annual accounts and to commit them to paper within six months after the end of the financial year.
- 16.3 The annual accounts shall consist of a balance sheet and a statement of income and expenditure.
- 16.4 Before proceeding to adoption of the annual accounts the Board may have them audited by an accountant to be designated by the Board. He shall report to the Board about his audit.

### **Artikel 17. Administration.**

- 17.1 The costs for the administration of the Foundation shall be borne by the



Company. The assets of the Foundation will also consist of the compensated expenses and all other income.

- 17.2 The Board shall be obliged to keep records of the capital position of the Foundation and of everything concerning the work of the Foundation according to the requirements that follow from this work in such a manner and to keep the corresponding books, documents and other data carriers in such a manner that the rights and obligations of the Foundation may always be known.
- 17.3 The Board shall be obliged to keep the annual accounts, as committed to paper, and also the books, documents and other data carriers referred to above during seven years, subject to the provisions of Article 17.4.
- 17.4 The particulars placed on a data carrier, with the exception of the annual accounts committed to paper, may be transferred to another data carrier and stored, provided that the transfer is made with the correct and complete representation of the data and these data are available during the entire period of storage and can be made legible within a reasonable period.

## **CHAPTER 6. MEETING OF DEPOSITARY RECEIPT HOLDERS**

### **Artikel 18. Meetings of Depositary Receipt Holders.**

- 18.1 Meetings of Depositary Receipt Holders shall be held if a resolution must be passed by the Meeting of Depositary Receipt Holders in pursuance of the Articles of Association and furthermore as often as the Board or one of its members deems this desirable or in case at least one tenth of the total number of Depositary Receipts requests such meeting.
- 18.2 A meeting of Depositary Receipt Holders is convened by means of a notification issued by the Foundation. A notice convening a meeting of Depositary Receipt Holders will either set out the content of the agenda and all documents which the Depositary Receipt Holders need to be notified of for the discussion of the agenda, or it will state where these documents can be obtained free of charge. The meeting will be convened no later than eight days before the date of the meeting itself. If subjects are raised at a meeting of Depositary Receipt Holders that are not mentioned in the convening notice or the notice was given less than forty-two days prior to the meeting.
- 18.3 Meetings of Depositary Receipt Holders are held in the municipality in which the Foundation has its official seat or at any other place in the Netherlands.
- 18.4 The chairman of the Board is also the chairman of the Meeting of Depositary Receipt Holders. By absence of the chairman, another member of the Board shall be appointed as chairman for that specific Meeting of Depositary Receipt Holders.
- 18.5 A Depositary Receipt Holder may be represented at a meeting by a fellow

Depository Receipt Holder authorized by him for the purpose In Writing. This power of attorney must be shown to the chairman of the Board at the start of the Meeting of Depository Receipt Holders.

- 18.6 Each Depository Receipt confers the right to cast one (1) vote at the meeting of Depository Receipt Holders.
- 18.7 To the extent that these Articles of Association or the Trust Conditions do not provide otherwise, all resolutions of the meeting of Depository Receipt Holders will be adopted by a simple majority of the votes cast, without a quorum being required.
- 18.8 Blank votes and invalid votes will be regarded as not having been cast.
- 18.9 The chairman determines the way in which votes are cast.
- 18.10 The chairman's opinion expressed at the meeting about the outcome of a vote at the meeting is decisive. The same goes for the substance of an adopted resolution, to the extent that votes are cast on a proposal not set out In Writing.

#### **Artikel 19. Notifications to Depository Receipt Holders.**

- 19.1 All notifications to Depository Receipt Holders are made with due observance of the law and regulations that apply to the Trust Office pursuant to the listing of the Depository Receipts on the Euronext stock exchange, including the '*Algemeen reglement Euronext Amsterdam Stock Market*' ('General Rules for the Euronext Amsterdam Securities Market').
- 19.2 The Trust Office will also make the notifications referred to in Article 19.1 available at its address and publish them on the Company's website and/or in a notice published electronically in another manner.

### **CHAPTER 7. TRUST CONDITIONS, AMENDMENT OF THE ARTICLES OF ASSOCIATION, DISSOLUTION AND LIQUIDATION**

#### **Artikel 20. Trust Conditions.**

- 20.1 The Foundation shall adopt Trust Conditions.
- 20.2 The Trust Conditions are applicable on every transfer, assignment (*cessie*) or issue of Depository Receipts.
- 20.3 The Trust Office is authorised to amend the Trust Conditions after announcing that it will do so, provided that such amendment is desired or required as a result of a change relating to the Shares.
- 20.4 Amendments to the Trust Conditions, aimed at making revocation at the request of the Depository Receipt Holder possible, require the Company's prior approval.
- 20.5 Amendments other than those referred to in Articles 20.3 and 20.4 require the approval of the Company and the meeting of Depository Receipt Holders.
- 20.6 The convening notice for a meeting at which an amendment of the Trust

Conditions is to be proposed must be accompanied by a copy of the proposal including the verbatim text of the proposal.

- 20.7 Amendments to the Trust Conditions will only take effect after they have been approved by Euronext.
- 20.8 An amendment to the Trust Conditions shall be laid down in a notarial deed. Every member of the board of the Trust Office shall be empowered to have that deed executed.
- 20.9 Amendments to the Trust Conditions will be announced in accordance with the provisions of Article 19.

#### **Artikel 21. Amendment of the Articles of Association.**

- 21.1 The Board may resolve to amend these Articles of Association with the prior approval of the Company and the Meeting of Depositary Receipt Holders.
- 21.2 The convening notice for the meeting at which an amendment of the Articles is to be proposed must be accompanied by a copy of the proposal including the verbatim text of the proposal.
- 21.3 An amendment to the Articles of Association shall be laid down in a notarial deed. Every member of the Board shall be empowered to have that deed executed.

#### **Artikel 22. Dissolution and Liquidation.**

- 22.1 The Foundation may be dissolved by a resolution to that effect of the Board, with the prior approval of the Company and the Meeting of Depositary Receipt Holders.
- 22.2 The allocation of the liquidation balance shall also be determined in the resolution regarding dissolution.
- 22.3 If the Foundation is dissolved pursuant to a resolution of the Board, the members of the Board become liquidators of the dissolved Foundation's property.
- 22.4 During liquidation, the provisions of these Articles remain in force to the extent possible.
- 22.5 The Shares held by the Foundation shall be transferred to the Depositary Receipt Holders after its dissolution under title of termination of the management, with cancellation of the corresponding Depositary Receipts, unless the duties of the Foundation are transferred to another institution by virtue of a resolution of the Board, in which case the Shares held by the Foundation shall be transferred to that institution.
- 22.6 After completion of the liquidation, the books and records of the dissolved Foundation shall remain in custody of a person to be designated for the purpose by the liquidators for a period of seven years.
- 22.7 The liquidation shall furthermore be subject to the relevant provisions of

Title 1 of Book 2 of the Dutch Civil Code.

**Artikel 23. Final Provision.**

The Board shall decide in all events which are not regulated by law or these Articles.

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