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ESTABLISHMENT OF FOUNDATION

(Equal Justice Equal Pay Foundation)

Today, May 5, 2022, appearing before me, Cornelis Gijsbert Zijerveld, notary in Utrecht:

Mr. Kornelis Johannis van Ast, residing at ( ) Hoef en Haag, , born in on ~~, whose identity has been established on the basis of~~ — a passport with number , issued in on , married, hereinafter referred to as: the founder.

The founder hereby declares to establish a foundation and to designate the to adopt the following articles of ass~~ociation:~~

STATUTES.

Definitions.

Article 1.

1.1. In these articles of association, the following terms written with a capital letter have the following meanings:

terms have the following meanings:

Claims:

complaints, claims, and demands by Seafarers and/or former Seafarers rela~~ting to~~ alleged damage suffered by them — or to be suffered by them as a result of, among other things, unlawful and/or improper acts or omissions, or brea~~ch of~~ contractual, legal, or other obligations by (i) one or more Shipping Compa~~nies;~~ and/or (ii) third parties.

parties, due to their involvement (whether or not through omission) in the ~~acts that~~ are the subject of the Foundation's investigation, including exploitation ~~and~~ discrimination;

Participants:

Seafarers and former Seafarers who have registered in writing registered with the Foundation for the purpose of a Claim on their behalf or j~~ointly~~

on their behalf. Court of Appeal: the Court of Appeal in Amsterdam, the Netherlands. Party: a party to one of the Claims and/or Settlement Agreements. Shipping Company: a natural person or legal entity, a service, or other body that, alone or together with others:

a. directly or indirectly owns or co-owns a ship;

b. has taken over responsibility for the operation of the ship from the owner of the ship and, by assuming this responsibility, has agreed to assume all associated duties and responsibilities, such as the manager, the agent, and/or the bareboat charterer;

c. all respective parent companies, legal successors, legal predecessors, affiliated companies, divisions, business units, subsidiaries, and entities in which (one of) the (legal) persons referred to under a or b have control or who have control over (one of) them.

Foundation: Equal Justice Equal Pay Foundation. Settlement agreement: a settlement agreement entered into by the Foundation with one or more Shipping Companies and/or third parties, to settle one or more Claims. Seafarer: a natural person who is employed or engaged in any capacity on board a seagoing vessel, other than a ship — for military or non-commercial purposes. Control: an interest in an entity where that interest is sufficient to enable the holder of that interest, directly or indirectly, to influence the policy and management of the entity

by holding voting shares, by agreement, or otherwise.

1.2. Unless the contrary is apparent or the context clearly indicates otherwise, references to a term or word in the singular also include the plural form of that term or word, and vice versa.

Name and registered office.

Article 2.

2.1. The Foundation bears the name: Stichting Equal Justice Equal Pay.

2.2. It has its registered office in the municipality of Amsterdam, the Netherlands. Purpose and means.

Article 3.

3.1. The Foundation's purpose is:

a. representing the interests of Seafarers and former Seafarers who (may) suffer damage, are at risk of suffering damage, and/or (may) have suffered damage as a result of acts or omissions by one or more Shipping Companies and/or third parties that give rise to a Claim;

b. investigating and determining the unlawfulness and direct or indirect liability for the aforementioned Claims and all resulting consequences with regard to the conduct referred to in Article 3.1(a) above;

c. representing the interests of Seafarers and former Seafarers in connection with a Settlement Agreement for which — a declaration of binding force is requested from the Court of Appeal pursuant to the Mass Claims Settlement in Collective Action Act (Wamca) and/or the Mass Claims Settlement Act (WCAM);

d. obtaining and distributing full or partial back pay and emoluments and/or financial compensation for the damage that Seafarers and/or former Seafarers claim to have suffered

have suffered, all with due observance of a settlement agreement;

e. performing all activities related to the provisions of Article 3.1(a) to (d), or that may be useful in this regard, all in the broadest sense of the word.

3.2. The Foundation seeks to achieve this objective by, among other things:

a. conducting research and gathering information about impending and pending proceedings—regardless of jurisdiction—against one or more Shipping Companies and/or third parties with regard to a potential Claim;

b. providing information and education to Seafarers and former Seafarers for whom it advocates pursuant to Article 3.1, as well as all other activities related to advocacy;

c. offering Seafarers and former Seafarers the opportunity to join the Foundation as Participants;

d. initiating legal proceedings, complaint procedures, and initiating enforcement by relevant supervisory authorities, for individual Seafarers and former Seafarers, and initiating proceedings as referred to in Article 305a of Book 3 of the Civil Code and Article 240 of Book 6 of the Civil Code, as well as initiating other legal proceedings (such as claiming declarations of law);

e. conducting negotiations with one or more Shipping Companies and/or third parties on behalf of the Participants and other Seafarers or former Seafarers, or at least on behalf of some of them;

f. the collection of claims pursuant to orders, powers of attorney, and/or representation of Participants and other Seafarers and

former Seafarers;

g. conducting and maintaining media contacts in its own name and on behalf of Participants and other Seafarers and former Seafarers regarding a Claim or potential Claim;

h. the (joint) submission of a request under the Mass Claims Settlement Act in collective action (Wamca) and/or the Collective Mass Damage Settlement Act (WCAM) to the Court of Appeal in order to declare one or more Settlement Agreements binding, and doing everything in its power to have one or more Settlement Agreements declared binding,
including responding to statements of defense submitted during the proceedings before the Court of Appeal, as well as instituting other legal proceedings if necessary;

i. entering into such agreements as necessary and/or useful — for the implementation of one or more Settlement Agreements and/or a ruling that declares one or more Settlement Agreements binding;

j. performing all acts related to the foregoing or that may be useful in connection therewith, all in the broadest sense of the word.

3.3. The Foundation is a non-profit organization. Profit-making is not understood to mean the market-based compensation received or stipulated by the Foundation for costs incurred or services provided, including any reasonable surcharge for the purpose of collective representation of interests, now or in the future, and costs for the use of equity or loan capital.

3.4. Neither a natural person nor a legal entity may dispose of the Foundation's assets and income, in whole or in part, as if they were their own assets and income.

Assets.

Article 4.

4.1. The assets of the Foundation consist of:

a. income from the Foundation's activities;
b. subsidies and donations;
c. proceeds from inheritances and legacies, on the understanding that inheritances can only be accepted subject to the right of inventory;
d. other income.

4.2. The Foundation may enter into an agreement with a solid external financier for the purpose of financing its statutory activities.
The board ~~ensures that individual directors and members of~~ the supervisory board, as well as the lawyer or other service providers engaged by the Foundation, are independent of the external financier and the natural or legal persons directly or indirectly affiliated with it, and that the external financier and the natural or legal persons directly or indirectly affiliated with it are independent of the opposing party in the collective action.
The agreement provides for a scheme that guarantees the autonomy and independence referred to in the previous sentence.
The board shall ensure that the financing conditions (including the amount and system of the remuneration to be agreed) are not reasonably contrary to the collective interests of the persons on whose behalf the Foundation acts pursuant to Article 3.

Board: composition, appointment, and dismissal.

Article 5.

5.1. The Foundation has a board consisting of a number of at least three (3) natural persons to be determined by the supervisory board. A
Incomplete boards retain their powers. Vacancies shall be filled as soon as possible.

5.2. The board is composed in such a way that
a. that the directors are independent and able to operate critically in relation to each other, the supervisory board, any external financier, and the Participants.

critically;

b. that it has the expertise necessary to adequately represent the interests described in Article 3.

Furthermore, ~~the following applies:~~

a. at least one director has the experience and legal expertise necessary to adequately represent the interests described in Article 3;

b. ~~that~~at least one director has the ~~experience and financial expertise~~ necessary to adequately represent the interests described in Article 3.

5.3. The directors shall be appointed by the su~~pervisory board, with due observance of~~ the provisions of Article 5.2,

by the supervisory board, on the understanding that:

a. the spouse, registered partner, and/or blood relative relatives up to and including the second degree ~~of:~~

i. a director;

ii. a member of the supervisory board; o~~r~~

iii. a person affiliated with any external financier,

cannot be appointed as a director;

b. A director must behave in accordance with Principle IV of the Clai~~m~~ Code regarding independence and avoidance of conflicts of interest, if and insofar as the Claim Code applies to the Foundation and its activitie~~s.~~

For the purposes of this Article 5.3, spouse also means the unmarried person with whom the person referred to under a, under i or ii, a notarized cohabitation agreement has been entered into, or with whom he or she is registered at the same residential address in the Personal Records Database or an equivalent foreign register.

Principal or secondary functions of directors that compromise their independence must be avoided.

5.4. The board appoints a chairperson, a secretary, and a

treasurer from among its members, or a secretary-treasurer in place of the latter two.

5.5. Directors are appointed for a maximum term of four years and retire in accordance with a retirement schedule to be determined by the board; a director retiring in accordance with the schedule is immediately and reappointable without restriction.

5.6. If a director has been dismissed, that person may not be reappointed as a director, except for a reappointment as referred to in Article 5.5.

5.7. A director may ~~be suspended or dismissed by the supervisory board at any time. A suspension that is not followed by a decision to dismiss within three months shall end upon the expiry of that period.~~ term.

5.8. A director ceases to hold office~~:~~

a. upon his or her death;

b. because he no longer complies with the provisions of Article 5.2 and/or Article 5.3;

c. because he is declared bankrupt, applies for a moratorium on payments or requests the application of the debt restructuring scheme ~~as~~ referred to in the Bankruptcy Act, or a similar statutory arrangement under foreign law that applies to the the director in question;

d. because he has been placed under guardianship or because he has otherwise lost the free control over his or her assets;

e. due to his or her voluntary resignation, whether or not in accordance with the schedule referred to in Article 5.5;

f. by accepting an appointment as a member of the supervisory board;

g. by his or her resignation, granted by the court and/or Court of Appeal in the cases provided for by law.

5.9. A decision to suspend or dismiss as referred to in Article 5.7 does not require

at least two-thirds of the votes cast at a meeting of the supervisory board at which at least two-thirds of the members of the supervisory board are present or represented. If at least two-thirds of the members of the supervisory board are not present or represented at a meeting of the supervisory board, a second meeting shall be convened, to be held no earlier than two and no later than four weeks after the first meeting, at which second meeting a legally valid decision on this suspension or dismissal may be taken by a majority of at least two-thirds of the votes cast, provided that at least half of the members of the supervisory board are present or represented at this meeting. The notice convening the second meeting must state that and why a decision on this suspension or dismissal may be taken at a meeting at which only half of the members of the supervisory board need to be present or represented.

5.10. In the event of the absence or incapacity of one or more directors, the management shall temporarily rest with the remaining directors. In the event of the absence or incapacity of all directors or the sole director, the management shall temporarily rest with one or more persons designated annually by the management for this situation.

Board: duties and powers. Article 6.

6.1. The board is responsible for managing the Foundation.

6.2. The board is authorized to decide on all matters relating to the management of the Foundation, in particular to:

a. initiate legal proceedings;

b. engage legal assistance;

c. appoint an external auditor to audit the books and engage such expertise as the board deems reasonably necessary to perform its duties in accordance with these articles of association;

d. take out directors' and officers' liability insurance;

e. enter into settlement agreements;

f. to submit a request pursuant to the Mass Claims Settlement Act — in collective action (Wamca) and/or the Mass Claims Settlement Act (WCAM) to the Court of Appeal to declare one or more Settlement Agreements binding and to perform all acts in connection with this request; and

g. selecting and appointing a claims administrator who will act on behalf of the Foundation, but only after the other Parties have approved the proposed agreement between the Foundation and the claims administrator.

6.3. The board requires the prior written approval of the supervisory board before the board:

a. takes a decision as referred to in Article 6.2(a) to (f), Article 7.2, Article 24.1, and Article 25.1;

b. takes a decision to conduct and/or break off negotiations within the framework of the statutory objective.

The supervisory board is authorized to subject decisions of the board other than those referred to in this Article 6.3 to its prior written approval. Such decisions must be clearly described and communicated to the board in writing.

6.4. The board shall investigate the support among the Participants in any case when entering into a Settlement Agreement.

6.5. The board is not authorized to decide to enter into agreements for the acquisition, disposal, or encumbrance of registered property, or to enter into agreements whereby the Foundation acts as guarantor or joint and several co-debtor, acts as a third-party guarantor, or acts as security for a debt of another party.

a third party or to provide security for a debt of another party.

6.6. In performing their duties, the board and each director shall act in the interests of the Foundation and the organizations affiliated with the Foundation

organization, including the interests of the Participants and other Seafarers and former Seafarers.

6.7. The supervisory board may grant one or more directors remuneration ~~that~~ is reasonably proportionate to the nature and intensity of their work. This remuneration may be set at zero by the supervisory board if the Foundation's resources so require. All directors are entitled to reimbursement of reasonable expenses incurred by them in the performance of their duties.

6.8. Directors shall not perform any remunerated work for the Foundation ~~that does~~ not arise from their management duties. Directors shall not accept any remuneration for their work from any party other than the Foundation (or on behalf of the Foundation) or the party that nominated them as director. nominated as a director.

6.9. All remuneration agreed with directors is included as such, with an explanation, in the Foundation's annual reports. If the remuneration ~~is~~ related to the number of time units spent by a director on those activities, that number is stated in the notes.

6.10. The Foundation publishes the main ~~points of its remuneration~~ policy for its directors on its website.

Compliance with the Claim Code.

Article 7.

7.1. The board is responsible for ensuring compliance with the Claims Code, if and insofar as the Claims Code applies to the Foundation and its activities. Any decision by the board to deviate from the Claims Code requires the prior written approval of the supervisory board.

7.2. Each year, after written approval by the supervisory board, the board of directors shall adopt a governance document as referred to in Elaboration 1 to Principle I of the Claim Code, if and insofar as the Claim Code applies to the Foundation and its activities.

7.3. The governance document as referred to in Article 7.2 will be published on the Foundation's website after adoption.

the Foundation's website. Board: notices of meetings. Article 8.

8.1. Meetings of the board shall be held as often as the chairperson or the other two directors jointly convene a meeting, but at least twice a year.

8.2. Meetings of the board shall be convened in writing by the person or persons referred to in Article 8.1, or on their behalf by the secretary, at least seven days in advance, stating the items to be discussed. A board member may be convened by means of a reproducible message sent electronically to the address provided by him or her for this purpose.

8.3. The meetings of the board shall be held by telephone or videoconference or at any physical location in the Netherlands, to be determined by the person who convened or called the meeting.

8.4. If the provisions of Article 8.2 and/or Article 8.3 have been violated, the board may nevertheless take legally valid decisions if the meeting is quorate and none of the directors objects to the decision being taken, or if the meeting is not quorate if the directors who are absent from the meeting have given their consent to the decision before the time of the meeting have declared in writing that they do not oppose the decision-making. In the latter case, the provisions of Article 11.4, first sentence, shall apply without prejudice. The requirement that the statement be in writing shall be met if the statement is recorded electronically.

Board: admission to meetings. Article 9.

9.1. The directors and those invited by the chairperson or by the other two directors have access to the meetings of the board.

9.2. A director is authorized to be represented at a meeting by a fellow director. The power of attorney for this purpose must be granted in writing. The requirement that the power of attorney be in writing is satisfied if the power of attorney is recorded electronically. The power of attorney for representation is not exclusive. A director may only represent one fellow director at the meeting.

9.3. A director is authorized to participate in a meeting by means of electronic communication, including but not limited to a (video) telephone, provided that this director can be identified via the electronic communication, can directly follow the proceedings of the meeting, and can participate in the deliberations and voting. The director is then deemed to be present at this meeting.

Management: leadership of the company.

Article 10.

The chair of the board chairs the board meetings. In his absence, the meeting itself provides its own chair. Until that moment, the chairmanship is assumed by the director present at the meeting who has served as such for the longest period of time.

Board: decision-making in meetings. Article 11.

11.1. The chair of the meeting determines the manner in which votes are taken at the meeting, on the understanding that, at the request of a board member, votes on persons shall be taken in writing.

11.2. Unless a larger majority is prescribed in these articles of association, all decisions of the board shall be taken by an absolute majority of the votes cast.

11.3. Each director is entitled to cast one vote. Blank votes are deemed not to have been cast. In the event of a tie, the proposal is rejected.

11.4. The following applies to the decision-making of the board:

a. if there are vacancies on the board, the board may only take valid decisions at a meeting at which all directors are present or represented;

b. if the board is complete, the board can only take valid decisions in a meeting in which at least half of the directors are present or represented,

unless these articles of association provide otherwise.

If less than half of the directors are present or represented at a meeting, a second meeting shall be convened, to be held no earlier than two and no later than four weeks after the first meeting, at which second meeting, regardless of the number of directors present or represented, a legally valid decision may be taken on the items that were placed on the agenda at the first meeting but on which no decision could be taken at that meeting due to the lack of a quorum. The notice convening the second meeting must state that and why a decision can be taken regardless of the number of directors present or represented at the meeting.

11.5. The decision made by the chairperson of the meeting regarding the outcome of a vote is final. The same applies to the content of a decision taken, insofar as the vote was on a proposal that was not recorded in writing. If the accuracy of the chairperson's ruling is disputed immediately after it has been announced, a new vote shall be taken if the majority of the meeting or, if the original vote was not taken by roll call or in writing, a person present who is entitled to vote so requests.

this new vote, the legal consequences of the original vote shall lapse.

Board: decision-making outside meetings.

Article 12.

All decisions of the board may also be taken in a manner other than in a meeting.

be taken, provided that all directors are given the opportunity to express their opinion and they have all declared in writing that they do not object to this method of decision-making. A decision is then taken as soon as the required majority of all directors has declared in writing that it is in favor of the proposal. The term "in writing" also includes a message sent electronically and that can be reproduced. A document signed by the secretary or the chairperson shall be drawn up for any decision taken outside a meeting.

Board: conflict of interest.

Article 13.

13.1. A director shall not participate in the deliberations and shall abstain from voting on a board decision if he or she has a direct or indirect interest in the subject matter of the board decision that conflicts with the interests of the Foundation. The director does have the right to attend the relevant board meeting, on the understanding that he or she is not counted in determining the number of directors present or represented in relation to the relevant management decision.

13.2. If, on the basis of the provisions of the first sentence of Article 13.1, no director is able to participate in the decision-making process, the decision shall be taken by the supervisory board.

13.3. The Foundation shall not enter into agreements with persons or entities in which a director or member of the supervisory board—whether or not through close relatives as referred to in Article 5.3 and/or Article 17.4—is involved in the capacity of director, founder, shareholder, supervisor, partner, associate, or employee. The foregoing does not apply to remuneration paid to a private limited company or other legal entity of a director or member of the supervisory board for the performance of his or her duties on behalf of the Foundation.

Board: minutes of the meeting.

Article 14.

Minutes of the proceedings of the board meetings shall be drawn up by the secretary or by a person appointed for that purpose by the chair of the meeting. The minutes shall be adopted at the same or the next meeting and shall be signed by the chairperson and the minute-taker of that meeting as evidence thereof. The minutes and the documents referred to in Article 12 shall be sent to each director.

Board: representation. Article 15.

15.1. The ~~board represents the Foundation.~~

15.2. The power of representation is shared by two directors jointly.

15.3. The board may decide to grant power of attorney to one or more directors, ~~as~~ well as to third parties, to represent the Foundation within the limits of that power of attorney.

Supervisory Board.

Article 16.

16.1. The Foundation shall have a supervisory board if this is established by A decision to that effect by the board and one or more members of the supervisory board shall be registered in the commercial register. If the provisions of this Article 16.1 have been implemented, the provisi~~ons of~~ Article 17 et seq. shall apply.

16.2. As long as no supervisory board has been established pursuant to the provisi~~ons of~~ Article 16.1 the following shall apply:

a. the rights and obligations assigned to the supervisory board in these articles of association shall, as far as possible, be assigned to the bo~~ard of directors;~~

b. With regard to the dismissal of a director by the board pursuant to Article 5.7 in conjunction with Article 16.2(a): the director whose dismissal is under consideration has the right to attend the relevant meeting or meetings of the board and to speak there.

He or she shall not be counted in determining the number of directors present or represented and shall have nor shall he or she be entitled to vote on the matter of his or her scheduled resignation. However, the previous sentence shall not apply if the board consists of only two directors at that time;

C. notwithstanding the provisions of Article 13.2: if, on the basis of the provisions of the first sentence of Article 13.1, no director is able to participate in the decision-making process, the person(s) with the interest shall nevertheless participate in the deliberations. and the vote. In that case, an extract from the minutes as referred to in Article 14 or the report as referred to in Article 12, in which the interest is mentioned, shall be attached to the statement of income and expenditure for the financial year in which the decision was taken.

Supervisory Board: composition, appointment, and resignation.

Article 17.

17.1. Supervision of the policy and strategy of the board and of the general affairs of the Foundation is entrusted to a supervisory board, provided that it is established in accordance with the provisions of Article 16.1.

The supervisory board advises the board of directors. In the performance of its duties, the supervisory board is assisted by an audit committee.

In performing their duties, the members of the supervisory board shall act in the interests of the Foundation and the organization affiliated with the Foundation.

17.2. The supervisory board consists of a number of at least three (3) and at most five (5) natural persons to be determined by the supervisory board, of whom at most one (1) is appointed on the recommendation of a potential financier.

A supervisory board that is not complete retains its powers. Any vacancies that arise will be filled as soon as possible.

17.3. The supervisory board is composed in such a way that the members of the supervisory board can operate independently and critically in relation to each other, the board, and the interests represented by the Foundation.

. Furthermore:

a. that at least one member of the supervisory board has the specific experience and legal expertise necessary to adequately represent the interests described in Article 3;

b. that at least one member of the supervisory board has the specific financial expertise necessary to adequately represent and supervise the interests described in Article 3.

17.4. The members of the supervisory board are appointed by the supervisory board, on the understanding that:

a. the spouse, registered partner, and/or blood relative or relative by marriage up to and including the second degree of:

i. a director;

ii. a member of the supervisory board; or

iii. a person affiliated with any external financier,

cannot be appointed as a member of the supervisory board;

b. A member of the supervisory board must behave in accordance with Principle IV of the Claim Code regarding independence and avoidance of conflicts of interest, if and insofar as the Claim Code applies to the Foundation and its activities.

For the purposes of this Article 17.4, spouse also means the unmarried person with whom the person referred to under a, under i or ii, a notarized cohabitation agreement has been entered into, or with whom he is registered at the same residential address in the Personal Records Database or an equivalent foreign register.

Main or secondary positions of members of the supervisory board that compromise their independence must be avoided.

17.5. The supervisory board appoints a chairperson and a secretary from among its members

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17.6. Members of the supervisory board are appointed for a maximum term of four years and resign according to a retirement schedule to be determined by the supervisory board; a member of the supervisory board who resigns according to the schedule is immediately but once reappointable.

17.7. A member of the supervisory board shall cease to hold office:

a. upon his or her death;

b. because he or she no longer meets the provisions of Article 17.3 and/or Article 17.4;

C. by being declared bankrupt, applying for a moratorium on payments, or requesting the application of the debt restructuring scheme as referred to in the Bankruptcy Act, or a similar statutory arrangement under foreign law applicable to the relevant member of the supervisory board;

d. by being placed under guardianship or otherwise losing the free disposal of his or her assets;

e. by his or her voluntary resignation, whether or not in accordance with the provisions of Article 17.6 referred to schedule;

f. by accepting an appointment as a director;

g. by his or her resignation, granted by the supervisory board; and

h. by his or her resignation, granted by the court and/or Court of Appeal in the cases provided for by law.

17.8. The member of the supervisory board whose resignation as referred to in Article 17.7(g) is being discussed has the right to attend the relevant meeting or meetings of the supervisory board and to speak there. He or she shall not be counted in determining the number of members of the supervisory board present or represented and shall not be entitled to vote on his or her dismissal as referred to in the agenda. However, the second sentence of this Article 17.8 shall not apply if the supervisory board at that time

consists of only two members.

17.9. In the event of the absence or incapacity of one or more members of the supervisory board, supervision shall temporarily rest with the remaining members of the supervisory board. In the event of the absence or incapacity of all members of the supervisory board or the sole member of the supervisory board, supervision shall temporarily rest with one or more persons designated annually by the supervisory board for this situation.

Supervisory Board: duties and powers. Article 18.

18.1. The board shall provide the supervisory board with the information necessary for the performance of its duties and powers in a timely manner and shall also provide each member of the supervisory board with all information concerning the Foundation's affairs that they may require. The supervisory board is authorized to inspect all books, records, and other data carriers of the Foundation.

18.2. The supervisory board may, at the expense of the Foundation, be assisted in the performance of its duties by one or more experts.

18.3. Members of the Supervisory Board may receive reasonable remuneration for the work they perform for the Foundation, which shall be determined by the joint meeting of the Board of Directors and the Supervisory Board and may be set at zero if the Foundation's resources so require.
the Foundation so require.
All members of the supervisory board are entitled to reimbursement of reasonable expenses incurred by them in the performance of their duties.

18.4. The Foundation publishes the main points of its remuneration policy for members of the supervisory board on its website.

18.5. The supervisory board draws up an annual document in which it reports on the main points of its supervisory activities.

Supervisory Board: independence, decision-making, and conflicts of interest. Article 19.

19.1. The provisions of Articles 8, 9, 10, 11, 12, and 14 of these Articles of Association shall apply mutatis mutandis to the Supervisory Board, with the proviso that directors shall only have access to the meetings of the Supervisory Board if they have been invited

14 of these articles of association apply mutatis mutandis to the supervisory board as far as possible, on the understanding that directors only have access to the meetings of the supervisory board if they have been invited to do so by the supervisory board. The supervisory board meets at least once a year.

19.2. A member of the supervisory board shall not participate in the deliberations and shall abstain from voting on a decision of the supervisory board if he or she has a direct or indirect interest in the subject of the decision that conflicts with the interests of the Foundation. The member of the supervisory board does have the right to attend the relevant meeting of the — supervisory board, on the understanding that he or she is not counted when determining the number of members present or represented members of the supervisory board with regard to the the decision in question.

19.3. If, on the basis of the provisions of the first sentence of Article 19.2, no member of the supervisory board can participate in the decision-making, the person(s) with the interest shall nevertheless participate in the deliberations and voting. In that case, an extract from — the minutes referred to in Article 14 or the report referred to — in Article 12 in which the interest is mentioned shall be attached to the statement — of income and expenditure for the financial year in which the decision was taken.

19.4. Further rules regarding the functioning of the supervisory board may be laid down in regulations of the supervisory board, which are adopted by the supervisory board after consultation with the management board.

Joint representation of the management board and the supervisory board.

Article 20.

20.1. At least once a year, the board of directors and the supervisory board shall meet in a joint meeting to discuss the general lines of the policy pursued and to be pursued in the future.

20.2. The joint meetings shall be chaired by the chair of the supervisory board. The provisions of Articles 8, 9, 10,

Article 11, Article 12, and Article 14 of these articles of association apply mutatis mutandis to joint meetings of the board of directors and the supervisory board, on the understanding that:

a. the board of directors and the supervisory board have equal authority to convene meetings; and

b. the chair of the supervisory board chairs the meetings.

Disclaimer.

Article 21.

21.1. The Foundation indemnifies every (former) director against claims from third parties in connection with:

a. financial losses or damage suffered by the indemnified person; and

b. expenses reasonably paid or incurred by the indemnified person in connection with impending, pending, or completed formal or informal civil, criminal, administrative, or investigative proceedings or proceedings in which he or she becomes involved.

insofar as this relates to his or her position as director or former director, in any case to the extent permitted under applicable law.

21.2. No indemnification shall be granted to a current or former director:

a. if a Dutch court, in a judgment that has become final, has determined that the actions or omissions of the current or former director in question that led to the financial losses, damage, claims, or proceedings referred to
in Article 21.1, are the result of his or her intent (i.e., that the aforementioned acts or omissions were intentional) or recklessness; or

b. to the extent that his/her financial losses, damages, and expenses are covered by insurance and the insurer has compensated these financial losses, damages, and expenses (or has irrevocably indicated that it will do so).

21.3. The board may stipulate additional provisions, conditions, and restrictions in connection with the indemnification referred to in Article 21.1.

21.4. The indemnification granted under this Article 21 applies mutatis mutandis to every (former) member of the supervisory board.

Provision of information~~.~~

Article 22.

If and insofar as the Claim Code applies to the Foundation and its activities, the board shall maintain a website on which at least the following information about the Foundation shall be available for consultation~~ by anyone:~~

a. the articles of association of the~~ Foundation~~;

b. the main points of the remuneration policy with regard to the directors as referred to in Article 6.1~~0~~;

c. the governance document as referred to in Article 7.2;

d. the main points of the remuneration policy with regard to the members of the supervisory board as referred to in Article~~ 18.4~~;

e. the annual accountability document of the Supervisory Board as referred to in Article 18.~~5~~;

f. an overview of any contribution(s) requested from Participants;

g. the curriculum vitae of each director and each member of the supervisory board;

h. any relevant interests of members of the supervisory board;

i. a general plan of action on the basis of which a potential Participant can assess whether the nature and working methods of the Foundation are in line with his/her interests;

j. an overview of the manner in which persons whose interests are protect~~ed~~ by the legal action can join the legal entity and the manner in which ~~they can~~ terminate this membership;

k. if a contribution is requested from the persons whose interests are protected by the legal action: insight into the calculation of this contribution;

l. an overview of the status of legal proceedings initiated by the Foundation;

m. an overview of the main points of the Settlement Agreements concluded by the Foundation.

The aforementioned website also publishes information whose publication is mandatory under the Claim Code, if and insofar as the Claim Code applies to the Foundation and its activities.

Accounts and financial statements. Article 23.

23.1. "The Foundation's financial year coincides with the calendar year.

23.2. The board is obliged to keep records of the financial status of the Foundation and of everything relating to the activities of the Foundation, in accordance with the requirements arising from these activities, and to store the relevant books, documents, and other data carriers in such a way that the rights and obligations of the Foundation can be ascertained at any time.

The records must also clearly show:

a. the nature and extent of any remuneration and expenses payable to individual directors as referred to in Article 6.7;

b. the nature and extent of any remuneration and expenses payable to individual members of the supervisory board as referred to in Article 18.3;

C. the nature and extent of the costs incurred by the Foundation for the management of the Foundation, as well as the nature and extent of the Foundation's other expenses;

d. the nature and extent of the Foundation's income, and

e. the nature and extent of the Foundation's assets.

23.3. The board is obliged to draw up and publish the Foundation's statement of income and expenditure within six months of the end of the financial year. The statement of income and expenditure to be adopted requires the

approval of the supervisory board. To this end, the statement of income and expenditure shall be sent to the supervisory board immediately after it has been drawn up. Before giving its approval, the supervisory board shall instruct the management to have the statement of income and expenditure examined by a certified public accountant or an accountant-administrative consultant appointed by the supervisory board within the meaning of Article 393 of Book 2 of the Dutch Civil Code. This expert shall report on his/her examination to the supervisory board and shall the results of his/her investigation in a statement regarding the accuracy of the statement of income and expenditure. He/she shall bring his/her report to the attention of the board.

23.4. The board is obliged to keep the books, documents, and other data carriers referred to in the preceding paragraphs for a period of seven years.

23.5. The balance sheet and statement of income and expenditure may be posted on the foundation's website after they have been adopted.

23.6. The data stored on a data carrier, with the exception of the balance sheet and statement of income and expenditure in paper form, may be transferred to and stored on another data carrier, provided that the transfer is made with a correct and complete representation of the data and that this data is available for the entire retention period and can be made legible within a reasonable time.

Amendments to the articles of association.

Article 24.

24.1. The board is authorized to amend the articles of association, subject to the provisions of this Article 24. A decision by the board to amend the articles of association is subject to the prior written approval of the supervisory board.

24.2. A decision by the board to amend the articles of association requires a two-thirds majority of the votes cast at a meeting of the board at which at least two-thirds of the directors are present or represented. The provisions of Article 11.4, first

sentence, apply in full.

If, at a meeting of the board at which a resolution to amendment to the articles of association is on the agenda, a second meeting shall be convened, to be held no sooner than two and no later than four weeks after the first meeting, at which second meeting a legally valid decision can be taken by a two-thirds majority of the votes cast, provided that at least half of the directors are present or represented at this meeting. The notice convening the second meeting must state that and why a resolution to amend the articles of association may be passed at a meeting at which only half of the directors need to be present or represented.

The provisions of Article 11.4, second sentence, of these articles of association do not apply to a resolution to amend the articles of association.

24.3. When convening the meeting at which a proposal to amend the articles of association will be made, this must always be stated. In addition, a copy of the proposal, containing the verbatim text of the proposed amendment, be enclosed with the notice of meeting. In this case, the period of notice shall be at least two weeks.

24.4. An amendment to the articles of association shall only take effect after a notarial deed has been drawn up. Each director is authorized to execute this deed.

24.5. The directors are obliged to file an authentic copy of the amendment and the amended articles of association with the trade register.

Dissolution and liquidation.

Article 25.

25.1. The board is authorized to dissolve the Foundation.

25.2. The provisions of Article 24.1, second sentence, Article 24.2, and Article 24.3 apply mutatis mutandis to the board's decision to dissolve the Foundation.

25.3. After dissolution of the Foundation, liquidation shall be carried out by the board, unless one or more other liquidators have been appointed by the court or in the resolution to dissolve the Foundation.

other liquidators have been appointed.

25.4. The liquidators shall report the dissolution to the trade register, as well as their actions as such and the information about themselves that is required of a director.

25.5. When deciding on dissolution, the board shall determine the allocation ~~of~~ the surplus after liquidation; this allocation must be as consistent as possible with the purpose of the Foundation and must benefit a public-interest institution.

25.6. In the resolution to dissolve the foundation, the board also appoints a custodian for the books, records, and other data carriers of the dissolved foundat~~ion.~~ Foundation.

25.7. After dissolution, the Foundation shall continue to exist insofar as this ~~is~~ necessary for the liquidation of its assets. During the liquidation, ~~the~~ provisions of these articles of association remain in force as far as possible. In documents and announcements issued by it, the name of the The words "in liquidation" shall be added to the name of the ~~Foundation.~~

25.8. After completion of the liquidation, the books, records, and other data car~~riers of~~ the dissolved Foundation shall remain in the custody of the custodian designated by the board in its dissolution decision for seven years after the Foundation has ceased to exist. This person is obliged to register his/her ~~r~~ appointment, as well as his/her name and address, with the commercial register within eight days of the commencement of his/her custodial obligation.

END OF ARTICLES ~~OF ASSOCIATION.~~

TRANSITIONAL PROVISI~~ON~~

1. Notwithstanding the provisions of Article 5.3, the first director shall be appointed for the first time by this deed.

2. The foundation's first financial year shall end on December 31, 2022.

FINAL DECLARATION

Finally, in implementation of the above provisions, the founder declares:

a. that, for the first time, the following is appointed as sole director of the Foundation:

(i) the founder, as chairman;

b. that at the time of the foundation's establishment, there are two (2) vacancies on the board, which will be filled as soon as possible after the foundation's establishment;

C. that the foundation does not have a supervisory board at the time of its establishment. FINAL

The appearing party is known to me, the notary.

Furthermore, I, the notary, have communicated the substantive content of the deed to the appearing party and explained it, including the consequences arising from the content of the deed.

The appearing party declares that they have taken note of the contents of the deed and agree with them. The appearing party also expressly agrees to the limited reading of the deed.

Immediately after the limited reading, the deed was signed by the appearing party and by me, the notary.

The deed was executed in Utrecht on the date stated at the beginning of this deed.

(signature follows)

GIVEN ISSUED FOR COPY

mr. C.G. Zijlerveld notaris te Utrecht