

DEPOSITARY RECEIPTS PURCHASE AGREEMENT

between

<<Investor BV>>.

Stichting Administratiekantoor Participanten Alkemio

Alkemio Holding B.V.

BENVALOR

Contents

Article 1.	PURCHASE AND TRANSFER OF DEPOSITARY RECEIPTS	2
Article 2.	WARRANTIES OF THE COMPANY	3
Article 3.	WARRANTIES AND ACKNOWLEDGEMENT OF THE INVESTOR	4
Article 4.	GOVERNING DOCUMENTATION ALKEMIO	5
Article 5.	INFORMATION RIGHTS	6
Article 6.	CONFIDENTIALITY	6
Article 7.	MISCELLANEOUS	7

Schedules

Schedule A – Investor Details

Schedule B – Warranties

Schedule C – Disclosure Letter

This agreement is made on June 4th 2024 between:

1. <<**Investor BV**>>., a private company with limited liability having its registered office at; with email (“**Investor**”);
2. **Stichting Administratiekantoor Participanten Alkemio**, a foundation organized and existing under the laws of the Netherlands, having its corporate seat in The Hague and its official address at Wilhelmina van Pruisenweg 35, 2595 AN Den Haag; registered with the Trade Register of the Chambers of Commerce under number 90764250 and with email stak@alkem.io (“**STAK**”); and
3. **Alkemio Holding B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, having its corporate seat in The Hague and its official address at Wilhelmina van Pruisenweg 35, 2595 AN Den Haag; registered with the Trade Register of the Chambers of Commerce under number 83986396 and with e-mail address info@alkemioholding.com (“**Company**”).

Whereas:

- (A) The Company conducts a business to make society stronger by enabling society to work together more effectively to solve complex issues as per its articles of association (“**Company Articles of Association**”).
- (B) In light of the objectives of the business, the shareholders of the Company wish to run the Company in accordance with the principles of steward ownership as specified in the Company Articles of Association and shareholders agreement (“**Company Shareholders Agreement**”).
- (C) The Investor wishes to indirectly invest in the Company through the STAK, by purchasing depositary receipts of non-voting CC (*Contributor Capital*) shares in the capital of the Company (“**Contributor Capital Depositary Receipts**”) that are currently held by the Company, and the Company wishes the Investor to indirectly participate in this manner.
- (D) The Investor, the STAK and the Company have reached agreement concerning the indirect participation of Investor in the Company and wish to lay down the agreed terms in this agreement with schedules and annexes.

The parties have therefore agreed as follows:

Article 1. PURCHASE AND TRANSFER OF DEPOSITARY RECEIPTS

- 1.1. Subject to the terms and conditions of this agreement, the Investor hereby purchases from the Company and the Company sells to the Investor the number of Contributor Capital Depositary Receipts (“**Transfer Contributor Capital Depositary Receipts**”) against the purchase price (“**Purchase Price**”) as both are specified in schedule A.
- 1.2. The transfer of the Transfer Contributor Capital Depositary Receipts is effectuated by execution of this agreement and effective as per the date of this agreement, subject to the satisfaction of the condition precedent of the Investor making payment of the

Purchase Price. If the Purchase Price has not been paid ultimately 10 days following the date of this agreement, the Company shall be entitled to rescind this agreement by a written notice to that effect to the Investor, without prejudice to its rights to claim specific performance.

- 1.3. Once validly transferred, the Transfer Contributor Capital Depository Receipts will be for the risk and account of the respective Investor as per the date of this agreement.

Article 2. WARRANTIES OF THE COMPANY

- 2.1. The Company represents and warrants (*staat ervoor in*) to the Investor that the warranties set forth in **schedule B (“Warranties”)** are true and not misleading on the date of this agreement, except to the extent fairly disclosed in this agreement or in the disclosure letter attached as **schedule C**. Fairly disclosed shall mean that the relevant information is sufficiently clear (a reference to information or a document that is not in fact included in the disclosed information does not amount to fair disclosure of that document or the information in it), such that a reasonably experienced investor (with the assistance of advisors) reading such information would understand the nature and scope of it and its likely impact on the Company and its subsidiaries (**“Group Companies”**).
- 2.2. No warranties are given on any forward-looking statements or future projections. However, all forward-looking statements or projections were made in good faith and based on assumptions which were believed to be reasonably accurate at the time when these were made.
- 2.3. The Company acknowledges that the Investor has entered into this agreement in reliance on the Warranties given to them.

Warranty Breach

- 2.4. In the event a Warranty is not true or misleading at the dates on which it is given (**“Warranty Breach”**), the Company shall compensate the Investor for the damages in the meaning of section 6:96 DCC (*vermogensschade*) suffered or incurred by the Investor (**“Damage”**) taking into account the following:
 - 2.4.1. any loss of profits, loss of opportunities (e.g. to sell the Contributor Capital Depository Receipts to a subsequent purchaser), loss of reputation, and punitive damage are excluded from the Damage;
 - 2.4.2. the multiplier or valuation method used in connection with the participation as contemplated by this agreement will not be applied in calculating the amount of Damage (i.e. euro-for-euro basis only);
 - 2.4.3. all reasonable costs incurred to prevent, limit, or assess the Damage and the costs incurred to have the Damage paid (including the reasonable costs of external advisers appointed by the Investor) will be added to the amount of Damage; and
 - 2.4.4. any amount of savings or gains (e.g. corporate tax or insurance benefits) and any provisions that have been made in the Financial Statements will be deducted from the amount of Damage.

- 2.5. If the Investor becomes aware of a Warranty Breach and wants to bring an action for compensation of the Damage, it shall notify the Company as soon as possible after its discovery, but in any event within two months of becoming aware of the Warranty Breach.
- 2.6. The Company shall compensate the Damage (i) in cash or, if so agreed between the Company and the Investor, (ii) by issuance of additional Contributor Capital Depository Receipts.
- 2.7. Any claim for compensation of Damage will lapse (*verjaren*) as follows:
- 2.7.1. with respect to a Warranty set out in article 1 (Legal Status) of schedule B: upon expiration of the relevant statutory time limit (*verjaringstermijn*);
 - 2.7.2. with respect to a Warranty set out in article 8.a and 8.b (Taxation) of schedule B: six months after expiration of the relevant applicable statutory period of objection and appeal (*wettelijke bezwaar- en beroepstermijn*) regarding any final assessment of the relevant taxes;
 - 2.7.3. with respect to all other Warranties: 18 months after the date of this agreement,
- except in the event of fraud (*bedrog*) or deception (*misleiding*), in which case no claims will lapse before expiration of the relevant applicable statutory time limit.
- 2.8. The Company's aggregate liability for Damage will not exceed the Purchase Price. The liability limitations stated in this clause will not apply in the case of fraud or deception on the part of the Company.
- 2.9. The Company will not be liable for any Damage, unless:
- 2.9.1. the amount of compensation due for any Warranty Breach individually exceeds EUR 20,000 (provided that only claims under the same Warranty in respect of similar facts and circumstances may be aggregated for the purpose of determining the amount of an individual Warranty Breach); and
 - 2.9.2. the aggregate amount of compensation due for one or more Warranty Breaches for which the Company is liable exceeds EUR 50,000,
- in which case the Company will be liable for the full amount and not merely the excess.
- 2.10. The Company will not be liable for any claim if the alleged Warranty Breach which is the subject of the claim is capable of remedy, and is remedied to the reasonable satisfaction of the Investor by the Company within 60 days after the date on which the Company has received written notice of such Warranty Breach from the Investor.

Article 3. WARRANTIES AND ACKNOWLEDGEMENT OF THE INVESTOR

- 3.1. The Investor hereby represents and warrants to the Company in respect of itself, as follows:
- 3.1.1. The execution of this agreement and the consummation of the transactions contemplated hereby have been duly authorised by all necessary action (if any) on the part of the Investor, and this agreement has been duly executed,

- and constitutes a valid, legal, binding and enforceable agreement of the Investor;
- 3.1.2. the Investor understands the risk and reward of the Company's business and is capable of bearing the economic risk of such investment for an indefinite period of time;
 - 3.1.3. Investor and/or its advisers and representatives has had an opportunity to ask questions of, and receive answers from, a person acting on behalf of the Company concerning such investment; and
 - 3.1.4. Investor has the requisite knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Transfer Contributor Capital Depositary Receipts and has evaluated the risk of investing in the Transfer Contributor Capital Depositary Receipts.
- 3.2. Investor acknowledges and agrees that (as also specified in the Company Shareholders Agreement):
- 3.2.1. following payment of the maximum aggregate distributions to which Investor as holder of Contributor Capital Depositary Receipts is entitled to pursuant to Schedule A, the Investor shall at the first request of the Company cooperate with the transfer of its Contributor Capital Depositary Receipts to the Company or a person or entity designated by the Company and approved by the holder of the steward control share of the Company, against no consideration, and Investor undertakes to cooperate in a timely manner with the effectuation thereof;
 - 3.2.2. any transfer of Contributor Capital Depositary Receipts shall be subject to the prior approval of the management board of the Company and the holder of the steward control share in the capital of the Company and any transferee shall be required to confirm acceptance and compliance with this article 3.2 and article 4 of this agreement, in a form acceptable to the management board of the Company.

Article 4. GOVERNING DOCUMENTATION ALKEMIO

- 4.1. The STAK has the corporate purpose of issuing depositary receipts in consideration for acquiring title to shares in the capital of the Company and to administer those shares for the holders of the depositary receipts. The STAK will collect the dividends as well as all other distributions on the shares and make the dividends and other distributions payable to the holders of the depositary receipts and perform any other acts in connection with the aforementioned. In connection with any said distributions, the STAK herewith authorizes and instructs the Company to, on behalf of the STAK, make the dividends and other distributions directly to the Investor as holders of depositary receipts. The STAK will exercise the voting and other rights attached to the shares at its own discretion, all in conformity with the articles of association of the STAK, the conditions of administration of the STAK, the Company Articles of Association and the Company Shareholders Agreement ("**Governing Documentation Alkemio**") copies of which are provided to the Investor, which receipt is confirmed by the Investor by the signing of this agreement. The Investor declares to have

acquainted itself with the content of the Governing Documentation Alkemio and to accept the present and future obligations thereunder.

- 4.2. The purchase of Contributor Capital Depository Receipts does not confer on the Investor the right to attend meetings (the right to attend general meetings of the Company in person or by means of a proxy in writing and to speak therein, as referred to in article 2:227, paragraph 1 of the Dutch Civil Code).

Article 5. INFORMATION RIGHTS

- 5.1. The Company shall, as long as the Investor is the holder of Contributor Capital Depository Receipts, furnish the following information on the performance of the Company to the Investor:
- 5.1.1. profit & loss, balance sheet and general business updates, no later than 45 days after each calendar quarter following a request thereto by the Investor; and
 - 5.1.2. annual accounts, no later than 5 months after each calendar year.

Article 6. CONFIDENTIALITY

- 6.1. Subject to article 6.2, the parties covenant and agree with each other that they shall not (and shall procure that their respective officers and members of their respective boards of managing directors shall not), at any time divulge, furnish or make accessible to anyone outside of a shareholder's own organization (incl. e.g. affiliates and advisors):
- 6.1.1. the terms of this agreement, other than Buyback Multiple, Buyback Base Value, Buyback Date, and Buyback Increment Percentage;
 - 6.1.2. any other information (including any public announcement) in relation to this agreement;
 - 6.1.3. any communications in relation to disputes resulting from or in connection with this agreement;
 - 6.1.4. and, only with respect to Investor: any information of a confidential nature in respect of the Company.
- 6.2. A party may, however, upon prior written notification to the other parties, to the extent they may reasonably be affected by disclosure, disclose information which would otherwise be confidential if and to the extent:

- (i) required by any law or regulation of any jurisdiction or pursuant to an order of a competent court or governmental authority or stock exchange regulations;
- (i) required to conduct the defence of a claim of a third party;
- (ii) the other parties have given their prior written consent to the disclosure;
- (iii) the information is or becomes publicly available without breach of this agreement;
- (iv) disclosed to the professional advisers, accountants or bankers of that party (subject to duties of confidentiality); and/or
- (v) disclosed to the direct or indirect shareholders of any Party, other than Affiliates (subject to duties of confidentiality).

Article 7. MISCELLANEOUS

- 7.1. Any notice to be given by a party pursuant to this agreement shall be in writing (including by email) and shall be sent to the address of the applicable party as set out in the preamble to this agreement. Each party may change its address by giving notice to the other parties.
- 7.2. The parties are prohibited from transferring this agreement or rights and/or obligations under this agreement entirely or partly to another party, without approval in writing from the other parties, save as provided for in this agreement. In deviation of the aforementioned, the Investor shall be allowed to assign this agreement to a party acquiring its Contributor Capital Depositary Receipts in accordance with this agreement and the Governing Documentation Alkemio.
- 7.3. If any (or part of any) provision of this agreement is found to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision shall apply with whatever modification is necessary to give effect to the intention of the parties.
- 7.4. This agreement cannot be annulled (in Dutch: *vernietigd*), rescinded (in Dutch: *ontbonden*) or otherwise terminated, nor can modification of (the effects of) this agreement on the grounds of neutralization of detriment (in Dutch: *wijziging ter opheffing van nadeel*) be requested by any party, save as provided for in this agreement.
- 7.5. This agreement and any dispute or claim arising from or in connection with it or its subject matter shall be exclusively governed by and construed in accordance with the laws of the Netherlands. The parties irrevocably agree that the court of The Hague shall have exclusive jurisdiction to settle any dispute or claim that arises from or in connection with this agreement or its subject matter.

[signature page follows]

The parties are signing this agreement on the date stated in the introductory clause.

<<Investor BV>>

By:
Title:
Location:

Stichting Administratiekantoor Participanten Alkemio

Represented by Stichting Alkemio:

By: Neil Smyth
Title: Board member Stichting Alkemio
Location:

By: Rene Honig
Title: Board member Stichting Alkemio
Location:

Alkemio Holding B.V.

By: Neil Smyth
Title: Director
Location:

By: Rene Honig
Title: Director
Location:

Schedule A – Investor details and investment details

Name	<<Investor BV>>
Corporate Form (if applicable)	Limited Liability
Date of birth (if applicable)	
Address	
Email	
Purchase Price	EUR xx000 (xx thousand euro)
Buyback Multiple	3.5 x (three and a half)
Buyback Base Value	€ 1,000
Number of Transfer Contributor Capital Depositary Receipts	yyy, numbered CCyyyy through CCyyyy
Calculation of Number of Transfer Contributor Capital Depositary Receipts	Purchase Price multiplied by the Buyback Multiple, divided by the Buyback Base Value
Buyback Date	September 1 st , 2027
Buyback Increment Percentage	Euribor 12-month rate plus 4%. The Euribor 12 month rate is taken on January 1 st of the year the interest is to be applied.
Signature	<hr/> By: Title: Director Date:

Schedule B – Warranties

The definitions set forth in the purchase agreement to which this is a schedule also apply in this schedule, except that the term '**Company**' in this schedule refers to each of the Group Companies unless explicitly stated otherwise.

Where any of the Warranties is qualified by the expression "to the Company's best knowledge" or any similar expression, this refers to knowledge which was actually known, or would be known if they had made reasonable enquiries, by the members of the management board of the Company immediately prior to the date of this agreement.

1. Legal status

- a) that the Company has the necessary corporate capacity and power to enter into this agreement and perform all the obligations it contains;
- b) that the Company has been duly incorporated and validly exists under the laws of the Netherlands. The Company has the requisite powers to own its assets and to carry on its Business as presently conducted;
- c) that the STAK has been duly established and validly exists under the laws of the Netherlands. The STAK has the requisite powers to own its assets and to carry on its Business as presently conducted;
- d) that the Company and the STAK has not been dissolved, is not bankrupt nor has applied for bankruptcy and has not applied for a suspension of payments, nor have any such resolutions been adopted, requests made or notifications thereof been received and there are to the best knowledge of the Company no circumstances that otherwise might give cause for dissolution by the court or the Chamber of Commerce.
- e) that the Company and the STAK is not engaged in any legal proceedings and there are no claims or legal proceedings pending or, to the best of Company's knowledge, threatened against the Company or the STAK and no notification of claim has been received from or announced by any third party.

2. IP Rights

- a) that all intellectual property rights, among others but not limited to patents, trademarks, URLs, sketches, drawings, reports, notes documents, articles, books, audio and video tapes, software and codes including algorithms, copyrights, rights in trade secrets, database rights, moral rights and any other intellectual property rights (irrespective whether these rights are registered or not) ("**IP Rights**") connected to the Company and its business that form part of the business of the Company that are critical to its performance as well as all knowledge and/or rights required to perform the present activities of the Company form part of the assets of the Company;
- b) that the Company is the economic and legal party entitled to or has received a valid licence from third parties for the use of the IP Rights that are required for the continuation of the business operations of the Company;
- c) that to the best of its knowledge, the registration of the IP Rights of the Company are not disputed;
- d) that to the best of its knowledge, the IP Rights of the Company are not infringed;
- e) that the Company has not granted any rights to third parties in relation to any of the material IP-rights outside the ordinary course of its Business.

3. Financial position

- a) that the Company has no other assets and liabilities, debts or obligations - conditional or unconditional and payable or otherwise, on any ground - save those included in the accounts of the Company as per June 30th 2023 (the “**Balance Sheet Date**”);
- b) that since the Balance Sheet Date:
 - a. the Company has carried out its business activities in a usual and orderly manner with a view of continuation as a going concern;
 - b. no changes have occurred in the assets, liabilities or future expectations of the Company or its business;
 - c. no material reduction has occurred in the value of the assets of the Company;
 - d. there has been no damage, destruction or loss (covered by an insurance or otherwise) that has an adverse effect on the Company, the business or any other asset of the Company;
 - e. no dividend distributions or other payments have been made to shareholders, nor has any resolution been adopted to distribute dividend or make any other payment to shareholders.

4. Insurance

- a) that the Company has taken out insurance that is fit for purpose against business damage, liability and the risk of illness or disability for work of its employees.

5. Employees

- a) that there are no disputes and no circumstances which may result in any dispute and / or claim(s) involving or regarding any of the (former) employees of the Company;
- b) that the Company has fulfilled all obligations vis-à-vis their (former) employees that have arisen from the employment agreements with these employees and that have become due prior to the date of this agreement.

6. Law, litigation and taxes

- a) that the Company is conducting and has been conducting its business activities in compliance with the applicable law.
- b) that the Company has duly and timely paid all taxes due and all taxes for which it is liable in respect up to the Closing Date – taking into account relevant exclusion or, to the extent not paid, provisions or reserves for the tax liability made, or the liability was otherwise taken into account in the accounts.
- c) that the Company is not, whether as a party or as an interested party, involved in any proceedings, including civil-law, criminal, administrative or tax proceedings, before any court or arbitration tribunal, mediator or third party charged with giving a binding opinion, nor are, to the best knowledge of the Company and/or the founders, any such proceedings threatened or to be anticipated against the Company.
- d) that the Company and the members of the management board have never committed fraud or committed any criminal act or have been an accessory thereto.

7. Information

- a) That the Company to its best knowledge has provided to the Investor all information which the Company at its reasonable discretion considers material to an investor investing in the Company, and this information is true, accurate, and not misleading.

Schedule C

The definitions set forth in the purchase agreement of depositary receipts of shares in Alkemio Holding B.V. signed on the date of this letter also apply to this letter, unless explicitly stated otherwise in this letter.

This letter discloses matters and information on behalf of the Company in relation to its Warranties given to the Investor. The Company is not in breach of any of such warranties in respect of the matters disclosed in this letter.

Any reference to one specific Warranty does not imply that the disclosure concerned can only apply to the Warranty to which it refers. Any consequences for other Warranties shall in such event be deemed equally disclosed.

Warranty article	Disclosure	Document(s)