SALE AND PURCHASE AGREEMENT

relating to all of the issued and outstanding shares in the share capital of

FYEO Europe B.V.

between

Committed Capital Fund I Coöperatie U.A.

Stichting Administratiekantoor Batoan

Mateflo B.V.

FYEO WPP B.V.

Stichting Administratiekantoor FYEO WPP
as the Sellers

and

EuroEyes Netherlands Holding B.V.
as the Purchaser

EuroEyes International Eye Clinic Limited
as the Purchaser's Guarantor

Date 20 February 2026

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SALE AND PURCHASE AGREEMENT

THIS AGREEMENT IS DATED 20 FEBRUARY 2026 AND MADE BETWEEN:

(1) **Committed Capital Fund I Coöperatie U.A.**, a cooperative (*coöperatie*) incorporated and existing under the laws of the Netherlands, with a registered office address at Kruislaan 182, 1098 SK Amsterdam, the Netherlands, corporate seat in Amsterdam, the Netherlands, and Dutch Trade Register number 67054803 ("**Committed Capital**");

(2) **Stichting Administratiekantoor Batoan**, a foundation (*stichting*) incorporated and existing under the laws of the Netherlands, with a registered office address at Koperslager 6, 5521 DE Eersel, the Netherlands, corporate seat in Eersel, the Netherlands, and Dutch Trade Register number 85196150 ("**STAK Batoan**");

(3) **Mateflo B.V.**, a private limited liability company (*besloten vennootschap*) incorporated and existing under the laws of the Netherlands, with a registered office address at De Molenbeemd 8, 5581 TK Waalre, the Netherlands, corporate seat in Waalre, the Netherlands, and Dutch Trade Register number 72211261 ("**Mateflo**");

(4) **FYEO WPP B.V.**, a private limited liability company (*besloten vennootschap*) incorporated and existing under the laws of the Netherlands, with a registered office address at Kruislaan 182, 1098 SK Amsterdam, the Netherlands, corporate seat in Amsterdam, the Netherlands, and Dutch Trade Register number 74769073 ("**FYEO WPP**");

and

(5) **Stichting Administratiekantoor FYEO WPP**, a foundation (*stichting*) incorporated and existing under the laws of the Netherlands, with a registered office address at Kruislaan 182, 1098 SK Amsterdam, the Netherlands, corporate seat in Amsterdam, the Netherlands, and Dutch Trade Register number 74756028 ("**STAK FYEO**");

(Committed Capital, STAK Batoan, Mateflo, FYEO WPP and STAK FYEO each a "**Seller**" and together the "**Sellers**");

and

(6) **EuroEyes Netherlands Holding B.V.**, a private limited liability company (*besloten vennootschap*) incorporated and existing under the laws of the Netherlands, with a registered office address at Plaza 2000, 3/F, 2-4 Russell

Street, Causeway Bay, Hong Kong, corporate seat in Amsterdam and Dutch Trade Register number 99784173 (the "**Purchaser**").

and

(7) **EuroEyes International Eye Clinic Limited**, a company incorporated in the Cayman Islands with limited liability whose registered office address is at 4/F, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the "**Purchaser's Guarantor**").

BACKGROUND:

(A) The Sellers together hold all of the issued and outstanding shares (the "**Shares**") in the share capital of FYEO Europe B.V., a limited liability company (*besloten vennootschap*) incorporated and existing under the laws of the Netherlands, with a registered office address at Koperslager 6, 5521 DE Eersel, the Netherlands, corporate seat in Amsterdam, the Netherlands and Dutch Trade Register number 71683208 (the "**Company**"). Each Seller's shareholding is set out in Schedule 2 (*Shareholding overview*).

(B) The Sellers wish to sell the Shares to the Purchaser and the Purchaser wishes to purchase the Shares from the Sellers, at the terms and subject to the conditions set out in this Agreement (the "**Transaction**").

(C) The Sellers and the Group gave the members of the Purchaser's Group, their professional legal, financial, tax and other advisors, and their other Representatives (i) access to the Due Diligence Information, (ii) the opportunity to attend and participate in meetings with the Group's management, other managers and certain experts, and (iii) the opportunity to ask questions and information in relation to the Group and the Transaction. The Purchaser, the other members of the Purchaser's Group, and their respective Representatives have completed their due diligence investigation with respect to the Group, its business, and the Transaction.

(D) The Purchaser's Guarantor is willing and able to guarantee the obligations and liabilities of the Purchaser under and otherwise in connection with this Agreement.

(E) Mateflo and (one or more managers holding an indirect interest in) FYEO WPP separately agreed with the Purchaser on the key terms of their (re-)investment in the Purchaser and/or the Company.

(F) Unless explicitly set out otherwise in this Agreement, the Sellers, the Purchaser and the Purchaser's Guarantor have obtained all internal approvals and complied with all applicable Laws required for the transactions contemplated by this

Agreement, including the notification procedures pursuant to the Dutch Merger Code (*SER-Besluit Fusiegedragsregels 2015*). The Transaction is not conditional except for the Completion Conditions.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

The definitions and provisions of Schedule 1 (*Definitions and Interpretation*) apply throughout this Agreement.

2 SALE, PURCHASE AND TRANSFER

2.1 Sale and purchase

On the terms and subject to the conditions of this Agreement, the Sellers sell their Shares to the Purchaser, and the Purchaser purchases their Shares from the Sellers, against payment of the Consideration to the Sellers.

2.2 Transfer

At Completion, each Seller shall transfer its Shares free from any Encumbrances to the Purchaser, in accordance with Clause 5.7 (*Completion*).

2.3 Benefit and risk

Subject to Completion, the Transaction shall be economically effective as of the Effective Date and, subject to the other provisions of this Agreement, the economic benefit and risk of the Shares will be for the Purchaser's account as of the Effective Date.

3 CONSIDERATION

3.1 Determination of the Consideration

The aggregate purchase price for the Shares (the "**Consideration**") will be an amount equal to:

(a) an amount of EUR 131,766,173 (one hundred thirty-one million, seven hundred sixty-six thousand, one hundred seventy-three) (the "**Equity Consideration**");

plus

(b) an amount equal to the Locked Box Compensation;

minus

(c) the Leakage Amount, determined in accordance with Schedule 4 (*Leakage*).

3.2 Payment of the Consideration

3.2.1 At Completion, the Purchaser shall satisfy the Consideration in cash (euros) to the Sellers without any deduction, set-off or suspension, in accordance with Clause 6.2 (*Completion actions*).

3.2.2 If, after the Effective Date, a Group Company, or the Purchaser or any Affiliate thereof, receives the Arnhem Fire Insurance Amounts:

(a) prior to the Completion Date, the Sellers will procure that the relevant Group Company shall pay, by way of a dividend distribution, an amount equal to the Arnhem Fire Insurance Amounts to the Sellers (which shall be Permitted Leakage); or

(b) on or after the Completion Date, the Purchaser will, or will procure that the relevant Group Company shall:

(i) within ten (10) Business Days after receipt of the Arnhem Fire Insurance Amounts notify the Sellers' Representative of the receipt of the Arnhem Fire Insurance Amounts; and

(ii) within twenty (20) Business Day pay, by way of an adjustment of the Equity Consideration, an amount equal to the Arnhem Fire Insurance Amounts to the bank account as specified in writing to the Purchaser by the Sellers' Representative within three (3) Business Days after receipt of the Notice in accordance with Clause 3.2.2(i).

4 COMPLETION CONDITIONS

4.1 Conditions

The obligation of the Sellers and the Purchaser to effect Completion is solely conditional upon satisfaction or waiver of the conditions precedent (*opschortende voorwaarden*) (the "**Completion Conditions**" and each a "**Completion Condition**") that:

(a) to the extent required by Law before Completion, all obligatory notifications, filings and applications with the Dutch Healthcare Authority (*Nederlandse Zorgautoriteit*) (the "**NZa**") in connection with the Transaction (the "**NZa Filing**") having been made by the Company, and the Dutch Healthcare Authority having irrevocably approved the consummation of the Transaction in accordance with Law (the "**NZa Clearance Condition**");

(b) the consultation procedure with the Works Council with respect to the Transaction pursuant to article 25(1)(a) of the Works Councils Act (the "**Consultation Matter**") having been complied with in accordance with Clause 4.4 (*Works Council Condition*) (the "**Works Council Condition**"); and

(c) the Purchaser Guarantor having obtained shareholders' approval in the general meeting in relation to the Transaction contemplated hereunder in accordance with the requirements of the listing rules of the Hong Kong Stock Exchange (the "**HKEX Listing Rules Condition**").

4.2 Responsibility for satisfaction

Without prejudice to Clause 4.3 (*NZa Clearance Condition*) and Clause 4.4 (*Works Council Condition*), the Sellers and the Purchaser shall use their respective reasonable efforts to ensure satisfaction of and compliance with the Completion Conditions as soon as reasonably possible.

4.3 NZa Clearance Condition

4.3.1 The Sellers and the Purchaser shall, and shall, where necessary, procure that their respective Affiliates shall:

(a) prepare and coordinate on the NZa Filing in order for the (draft) filing with the NZa to be filed by the Company as soon as possible and in any event within fifteen (15) Business Days following the Signing Date; and

(b) supply to the NZa as promptly as practicable, and in any event within the deadline set by the NZa, any additional information and documentation requested by the NZa in connection with the (draft) NZa Filing, and the final NZa Filing.

4.3.2 The Parties shall use their reasonable efforts to avoid any declaration of incompleteness by the NZa or any suspension for the time periods of clearance by the NZa.

4.3.3 The Purchaser shall use reasonable efforts to procure that the Sellers or their legal counsel receives as soon as possible, and in any event within five (5) Business Days following such request, all information and documentation in respect of the Purchaser that is necessary to make or supplement the NZa Filing. For the purposes of this Clause 4.3.3, the Purchaser shall, acting in good faith, have the possibility to redact commercially sensitive information, which will only be provided in unredacted form to Sellers' legal counsel.

4.3.4 The Sellers shall, and shall procure that the Company shall, keep the Purchaser fully informed as to the progress towards satisfaction of the NZa Clearance Condition and shall:

(a) provide the Purchaser, as promptly as practicable, with copies of any written communications, including requests for information, received from the NZa in respect of the NZa Filing, as well as written updates on the substance of any material oral communications with the NZa in respect of the NZa Filing;

(b) provide the Purchaser or its legal counsel with drafts of any written filings and other communications intended to be submitted to the NZa in respect of the NZa Filing;

(c) provide the Purchaser or its legal counsel with a reasonable opportunity to comment on such filings and communications and the Purchaser shall provide the Sellers timely its comments (in any event within three (3) Business Days following the receipt of such filings);

(d) not submit such filings or communications without first considering in good faith the comments from the Purchaser and the Purchaser's legal counsel;

(e) provide the Purchaser and its legal counsels with final copies of all such filings and communications; and

(f) procure that the Company shall not withdraw the NZa Filing without the Purchaser's prior written approval.

4.3.5 The Company shall bear all administrative fees and other reasonable costs incurred by the Group Companies payable to any Governmental Authority in relation to the NZa Filing (which shall be considered Permitted Leakage).

4.3.6 Each Party shall, and shall procure that each member of its Affiliates shall, refrain from carrying out any action (including making or agreeing to make any acquisition or investment or acquiring any business) or omitting anything that could reasonably be expected to, directly or indirectly, cause delay, hinder, impede or prejudice satisfaction of the NZa Clearance Condition and shall take any such action as may reasonably be required to satisfy the NZa Clearance Condition.

4.4 Works Council Condition

4.4.1 The Sellers and the Purchaser shall use their reasonable efforts and shall co-operate to satisfy the Works Council Condition as soon as reasonably possible after the Signing Date in accordance with the provisions of this Clause 4.4 (*Works Council Condition*).

4.4.2 The Works Council Condition is deemed to have been satisfied if, in respect of the Works Council, one of the situations described in 4.4.2(a) and 4.4.2(b) has occurred:

(a) the receipt by the Sellers or the relevant Group Company from the Works Council of:

(i) an unconditional advice permitting the Parties and the Company to pursue the Consultation Matter in line with the proposed resolution (*voorgenomen besluit*) for which advice was requested;

(ii) an advice regarding the Consultation Matter allowing the Consultation Matter to be implemented with effect from Completion with conditions reasonably acceptable to the Sellers (such approval not to be unreasonably withheld or delayed) and no conditions or restrictions that would have a negative impact, or, if such advice is rendered after four months after the date of this Agreement, a material negative impact (and any references in this Clause 4.4 will be deemed to refer to material negative impact), on the Purchaser's Group or the Group (unless such conditions or restrictions have been approved in accordance with Clause 4.4.7); or

(iii) an unconditional and irrevocable waiver in writing of the right of the Works Council to render advice with respect to the Consultation Matter,

and

(i) in the cases described in Clauses 4.4.2(a)(i) and 4.4.2(a)(ii), the Sellers or the Company having adopted a resolution in respect of the Consultation Matter that is in accordance with the Works Council's advice; or

(ii) in the case described in 4.4.2(a)(iii), the Sellers or the Company having adopted a resolution in respect of the Consultation Matter that is in line with its proposed resolution *(voorgenomen besluit)* for which advice was requested; or

(b) to the extent none of the situations described under Clause 4.4.2(a) occur or in the event no waiver as referred to in Clause 4.4.2(a) is received within a reasonable period as determined by the Sellers (acting in good faith) after consultation with the Company and the Purchaser, the adoption of a resolution by the Sellers or the Company in respect of the Consultation Matter that deviates from the Works Council's advice, and

(i) receipt in writing by the Sellers or the Company from the Works Council of an unconditional and irrevocable waiver of:

(A) the applicable waiting period in accordance with article 25(6) of the Dutch Works Councils Act; and

(B) its right to initiate legal proceedings pursuant to article 26 of the Dutch Works Council Act;

(ii) the applicable waiting period pursuant to article 25(6) of the Dutch Works Councils Act has expired without the Works Council having initiated legal proceedings pursuant to article 26 of the Dutch Works Councils Act; or

(iii) following initiation of legal proceedings by the Works Council pursuant to article 26 of the Dutch Works Councils Act, (i) the Company and the Works Council have settled their dispute and terminated such legal proceedings, and the settlement does not contain arrangements obstructing (the Completion of) the Transaction and does not result in obligations or restrictions that would have a negative impact on the Purchaser's Group or the Group (unless such conditions or restrictions have been approved in accordance with Clause 4.4.7(b)), or (ii) the Enterprise Chamber of the Amsterdam Court of Appeal *(Ondernemingskamer Hof Amsterdam)* has dismissed the appeal of the Works Council against such resolution (in the sense that no measures obstructing (the Completion of) the Transaction are imposed) with immediate effect *(uitvoerbaar bij voorraad)* or otherwise allows the Parties to proceed with (the Completion of) the Transaction.

4.4.3 The Sellers' Representative shall, in consultation with the Company, as soon as reasonably practicable prepare the request for advice *(adviesaanvraag)* with respect to the Consultation Matter and shall procure that the request for advice is submitted to the Works Council as soon as possible.

4.4.4 The Sellers' Representative shall, in consultation with the Company:

(a) provide the Purchaser with the draft request for advice intended to be submitted to the Works Council, as soon as reasonably practicable but in any case within five (5) Business Days after the Signing Date;

(b) address in good faith the comments of the Purchaser received pursuant to Clause 4.4.5(b); and

(c) inform the Purchaser of the progress of the consultation procedure on a regular basis and in any event as soon as practicable after having received any advice, substantive questions or other communications in respect thereof and provide the Purchaser with copies of all such written communications.

4.4.5 The Purchaser shall:

(a) procure that as soon as reasonably practicable after and in any event within three (3) Business Days from the date on which the Sellers' Representative has provided the Purchaser with an information request setting out all information and documentation it reasonably requires to make or supplement the request for advice, the Sellers' Representative or the Sellers' legal counsel receives all such information and documentation available within the Purchaser's Group and its Affiliates that is reasonably required to make or supplement the request for advice;

(b) comment on the draft request for advice received pursuant to Clause 4.4.4(a) ultimately within three (3) Business Days after receipt of the draft request for advice;

(c) not have any contact with the Works Council and its advisors, unless with the Sellers' Representative's prior written approval; and

(d) participate in meetings, phone calls or correspondence that are reasonably requested by the Works Council to the extent deemed appropriate by the Sellers' Representative (acting reasonably).

4.4.6 Subject to Clause 4.4.7, the Sellers and the Purchaser shall:

(a) take any action as may reasonably be required by the Works Council, including negotiating any changes to this Agreement in good faith (bearing in mind the intent and purpose of the terms and conditions set forth in this Agreement), required to satisfy the Works Council Condition;

(b) promptly co-operate with and as soon as reasonably practicable provide all information and assistance reasonably required by the Works Council; and

(c) discuss in good faith to expeditiously resolve any relevant issues raised by the Works Council.

4.4.7 To the extent that any arrangements to be agreed with the Works Council in connection with the Works Council Condition:

(a) would impose obligations or restrictions on any of the Sellers or any other member of the Sellers' Group that would have a material negative impact on any Seller or any of its Affiliates, such arrangements are subject to the Sellers' Representative's prior final approval, which approval may not be unreasonably withheld or delayed; and

(b) would impose obligations or restrictions on the Purchaser's Group post-Completion that would have a negative impact on the Purchaser’s Group or the Group after Completion, such arrangements are subject to the Purchaser's final approval, which approval may not be unreasonably withheld or delayed.

4.5 HKEX Listing Rules Condition undertaking

Without prejudice to Clause 4.2, Dr. Jørn Slot Jørgensen hereby undertakes towards the Sellers that he shall, and shall procure that his family members shall (as applicable), (i) vote in favour of any resolution as part of, and take any action to procure the successful completion of, the majority shareholder approval process in relation to the Transaction that is required to take place under the listing rules of the Hong Kong Stock Exchange for Completion and (ii) refrain from taking any actions that may cause him and/or his relevant family members to lose the majority vote in relation to such majority shareholder approval process. Without prejudice to Clause 4.2, the Sellers shall cooperate with the Purchaser and upon request of the Purchaser instruct the Company to provide the Purchaser with all necessary information and assistance for the satisfaction of the HKEX Listing Rules Condition including without limitation the inclusion of an accountants’ report on the Group and a pro forma statement of the assets and liabilities of the Purchaser’s Group combined with the Group as required under rule 14.67 of the listing rules of the Hong Kong Stock Exchange in the relevant circular to be despatched by the Purchaser’s Guarantor to its shareholders in relation to the Transaction and the Purchaser shall use its reasonable efforts to procure that the HKEX Listing Rules Condition, including despatching the relevant circular, is satisfied in accordance with the timelines as agreed between Sellers and the Purchaser, and without prejudice to the foregoing, in case these timelines are not met, as soon as possible thereafter. All costs related to the compliance with the listing rules of the Hong Kong Stock Exchange (including, for the avoidance of doubt, the preparation of the rule 14.67 relevant circular) shall be borne by the Purchaser (including, for the avoidance of doubt, any costs borne by the Company, and also in case of Completion not occurring in full compliance with Clause 6.1 (*Completion Date and place*), Clause 6.2 (*Completion actions*) and the Payment Letter, provided that if Completion does not occur due to a breach by the Sellers of their obligations under this Clause 4 (*Completion Conditions*) or Clause 6.2 (*Completion actions*), any costs borne by the Company in relation to the HKEX Listing Rules Condition shall be borne by the Company).

4.6 Funding of the Consideration and the Refinancing Amount

The Purchaser shall not, and shall procure that each member of the Purchaser's Group shall not, without the prior written consent of the Sellers' Representative, such consent to be withheld at its sole discretion, take any other action or allow any action to be taken by a third party which the Purchaser could have prevented or reversed had the Purchaser exercised any powers available to it, which, in any way, may make the timely availability of the Consideration or the Refinancing Amount uncertain. This includes any change to the financing parties, a reduction in the amount of their financial commitments or any changes to, or the inclusion of any additional conditions precedent or draw stops to, the utilisation of the financing at Completion.

4.7 Co-operation to complete the Transaction

Without prejudice to Clause 4.3 (*NZa Clearance Condition*), Clause 4.4 (*Works Council Condition*) and Clause 4.5 (*HKEX Listing Rules Condition*), if any administrative or judicial action or proceeding is instituted (or threatened to be instituted) by a Governmental Authority, works council or any other Person challenging the Transaction or any part of it prior to Completion, each Party shall co-operate in all respects with the other Party and shall defend, contest and resist any such action or proceeding, and to have vacated, lifted, reversed or overturned any Governmental Order, whether temporary, preliminary or permanent, that is in effect and that reasonably prohibits, prevents, delays or restricts the consummation of the Transaction. Without detracting from the foregoing in Clause 4, in case any issues arise in connection with the Healthcare Institutions Clients' Participation Act 2018 (*Wet medezeggenschap cliënten zorginstellingen 2018*), the Parties shall in good faith and jointly pursue a solution for that issue as soon as reasonably possible.

4.8 Satisfaction, failure and waiver of the Completion Conditions

4.8.1 The Purchaser shall inform the Sellers' Representative and the Sellers' Representative shall inform the Purchaser, as applicable, in writing within two (2)

Business Days of becoming aware of (i) the satisfaction of any Completion Condition, (ii) any circumstance that it is aware of that will or is likely to result in a failure to satisfy any Completion Condition or (iii) any circumstance that results or is likely to result in any Completion Condition no longer being satisfied at any moment up to and including Completion, in each case including the reasonable background of this circumstance to the extent known.

4.8.2 Each Completion Condition may be waived to the extent permitted by Law and then only by written agreement between the Sellers and the Purchaser.

4.9 Long stop date

4.9.1 Subject to Clause 4.9.2, if any Completion Condition is not satisfied:

(a) by 1 September 2026, the Sellers' Representative may terminate this Agreement by Notice to the Purchaser at any time prior to Completion, provided that if the Purchaser provides the Sellers' Representative with a written confirmation by a reputable Dutch lawyer (which may be CMS as Purchaser's counsel) before 1 September 2026 containing a reasonable explanation that (i) the last Completion Condition is expected to be satisfied in accordance with this Agreement on or before 30 September 2026 and (ii) there are no circumstances known by the Purchaser's Group that can be reasonably expected to cause that the last Completion Condition is not satisfied on or before 30 September 2026, the Sellers' Representative may terminate this Agreement by Notice to the Purchaser as from 1 October 2026; or

(b) within ten (10) months after the Signing Date, the Purchaser may also terminate this Agreement by Notice to the Sellers' Representative at any time prior to Completion.

4.9.2 The Sellers' Representative may not give a termination Notice as set out in Clause 4.9.1 if any Seller or any member of any Seller's Group is in breach of this Clause 4 (*Completion Conditions*) and as a result of such breach Completion is being and continues to be delayed or is otherwise not possible and the Purchaser may not give a termination Notice as set out in Clause 4.9.1 if it or any member of the Purchaser's Group is in breach of this Clause 4 (*Completion Conditions*) and as a result of such breach Completion is being and continues to be delayed or is otherwise not possible.

4.9.3 If any Governmental Authority in any jurisdiction enacts a new (or expands an existing) mandatory and/or suspensory pre-closing Law in respect of any investment screening, and that is applicable to the Transaction following the Signing Date and prior to Completion, and the Purchaser or a Seller determines in good faith, supported by a detailed legal analysis by a reputable law firm, within ten (10) Business Days of such Law coming into effect pursuant to final and binding regulations, that an approval pursuant to such Law is required which is reasonably likely to result in such approval not being satisfied by the long stop date referred to in Clause 4.9.1(b), the Parties shall discuss in good faith either an extension to the long stop date and/or alternative structuring arrangements to ensure that the Transaction may be consummated.

4.9.4 Termination shall be without prejudice to any other accrued rights and remedies available to any Party under or otherwise in connection with this Agreement and under Law.

5 PRE-COMPLETION UNDERTAKINGS

5.1 Operation of the business prior to Completion

5.1.1 Except as consented to by the Purchaser (such consent not unreasonably withheld, delayed or conditioned), and subject to Clause 5.1.3 and applicable competition Law:

(a) the Sellers shall use their respective reasonable efforts to procure that between Signing and Completion the business activities of the Group are, in all material respects, conducted in the ordinary course of business;

(b) the Sellers shall instruct the Company to procure that between Signing and Completion no Group Company takes any action to:

(i) terminate or materially amend the outsourcing agreement dated 8 January 2024 between FYEO B.V. and Stichting FYEO Medical;

(ii) amend the governance structure of FYEO B.V. and Stichting FYEO Medical;

(iii) other than in relation to another Group Company, enter into, terminate or materially amend the terms of any contract which is not in the ordinary and usual course of business or not on arm's length terms or which involves actual or expected revenues or expenditure in excess of two hundred and fifty thousand euro (EUR 250,000);

(iv) enter into, amend or terminate any joint venture, partnership or agreement or arrangement for the sharing of profits or assets;

(v) terminate, amend or enter into any lease, tenancy, license, option agreement or other related commitment which is material in the context of the Group, other than in accordance with the Group's Business Plan or as otherwise Disclosed;

(vi) incur any additional borrowings or incur any other indebtedness, except insofar as these are incurred based on the existing (third party or intercompany) borrowing and credit arrangements of the Group (including the arrangements with Carl Zeiss B.V.) and do not exceed two hundred and fifty thousand euro (EUR 250,000) in aggregate, other than in accordance with the Group's Business Plan (except in respect of the Rotterdam location);

(vii) give any letter of credit, bank guarantee, guarantee, indemnity or other form of credit support (including cash collateral) or otherwise agree to secure an obligation of any Person other than the issuance of parent company guarantees to secure the obligations of another Group Company (including in connection with 5.1.1(b)(v) above);

(viii) voluntarily abandon, permit to lapse or be dedicated to the public domain, grant, dispose of, pledge, encumber, cancel, transfer, assign, license or sub-license any Intellectual Property which is considered material to the business of any Group Company;

(ix) materially amend or waive the employment terms (including any restrictive covenants) of, give written notice of termination of employment to, or dismiss (a) any Key Employee or (b) more than ten per cent (10%) of the Employees (measured by full-time equivalents (FTEs)), other than for urgent cause (*dringende reden*) or its local equivalent or make any offer to engage or employ any person at an annual salary (on the basis of full time employment) or remuneration in excess of one hundred fifty thousand euro (EUR 150,000);

(x) make any increase in the aggregate compensation (wages, salary, bonuses and any other form of compensation (including any long term incentive plan awards or awards under other bonus schemes), taken as a whole) of (a) any Key Employee or (b) more than ten per cent (10%) of the Employees (measured by full-time equivalents (FTEs)), except (i) any increases resulting from any change of employment terms generally applicable to the relevant Employee (for example, any increases in accordance with applicable collective labour agreements or any periodic or other increases in the context of the existing remuneration policies), (ii) for purposes of indexation for inflation as mandatorily required by applicable Laws in the relevant jurisdiction or applicable collective bargaining agreement, (iv) any award or any bonus related to or driven by completion of the Transaction insofar such bonus constitutes Leakage;

(xi) sell, transfer, issue or otherwise dispose of any share(s) in any Group Company to a Person other than a Group Company;

(xii) repay, redeem or repurchase, or allow to be repaid, redeemed or repurchased any share capital of any Group Company to a Person other than a Group Company;

(xiii) sell, transfer, issue or otherwise dispose of any material asset(s) of any Group Company to a Person other than a Group Company, except in the ordinary course of business;

(xiv) acquire or agree to acquire any share(s) or other equity interest, or make any capital contribution to any Person other than any Group Company;

(xv) make any capital expenditures exceeding an amount of two hundred and fifty thousand euro (EUR 250,000) on an individual basis or in a series of related expenditures other than in accordance with the Group's Business Plan or as Disclosed;

(xvi) create, allot or issue, or allow to be created, allotted or issued, any share capital of any Group Company or issue any instrument to a Person other than a Group Company that gives the right to obtain shares in the relevant Group Company;

(xvii) take any action to amend the articles of association of any Group Company in any material respect or to procure a legal demerger, insolvency, bankruptcy, dissolution or liquidation of any Group Company, or to procure a legal merger with a Person other than a Group Company;

(xviii) commence or settle any litigation, arbitration or other legal proceedings, other than a Tax Audit, representing an amount of more than one hundred thousand euro (EUR 100,000) on an individual basis, other than in respect of the collection of any debts in the ordinary course of business;

(xix) voluntarily cancel or terminate any insurance policy that provides cover for risks relating to a Group Company’s business;

(xx) commence or settle any Tax Audit resulting in a cash Tax liability that exceeds the liability, provisions or reserves included in the Annual Accounts in respect of such liability (such liability, provisions or reserve deemed to amount to zero in case no liability, provisions or reserve is included in the Annual Accounts in respect of such liability) by an amount of more than one hundred thousand euro (EUR 100,000);

(xxi) voluntarily take any action to make any material change in any Group Company's method of (Tax) accounting or audit practices, except as required by a change in Law or the applicable accounting principles;

(xxii) voluntarily take any position in a Tax Return materially contrary to the position taken in Tax Returns filed prior to the Signing Date, or amend or refile a Tax Return filed prior to the Signing Date, unless such deviation, amendment or refiling or the intention to do any of the foregoing, has been Disclosed;

(xxiii) make, enter into, terminate or amend any material election, ruling, compromise or other agreement with a Tax Authority or otherwise primarily related to Tax (other than the commencement or settlement of a Tax Audit); or

(xxiv) authorise or enter into any agreement or commitment with respect to any of the actions set out under (i) through (xxiii) above.

5.1.2 Any request for consent in connection with Clause 5.1.1 will be sent by email by the Sellers' Representative in accordance with Clause 15.21. A written response to a request for consent, which consent may not be unreasonably withheld, delayed, or conditioned, must be provided by reply e-mail to the sender of the email as soon as reasonably practicable and in any event within five (5) Business Days after the time of receipt by the Purchaser of the relevant request, with a copy (cc) to the Project AI team of De Brauw Blackstone Westbroek N.V. at debrauw-projectai@debrauw.com. If such written response is not received within five (5) Business Days, consent will be deemed to have been given by the Purchaser to the Sellers' Representative.

5.1.3 Clause 5.1.1 shall not operate so as to restrict or prevent in any respect:

(a) any act or conduct which the Sellers or any Group Company is required to take, or omit to take, as a result of, or in order to comply with:

(i) any Law;

(ii) any change in Law; or

(iii) its obligations under this Agreement;

(b) any immediate action required from the Sellers or any Group Company as deemed reasonably necessary by the management board of the relevant Group Company to minimise any adverse effect of such situation in relation to the Group, to the extent that the Sellers' Representative is not reasonably able to (i) timely request the consent of the Purchaser, (ii) provide additional information or (iii) await a response from the Purchaser to such request, in each case in connection with Clause 5.1.1 and Clause 5.1.2, provided that the Sellers' Representative shall notify the Purchaser of any such situation as soon as reasonably practicable thereafter;

(c) the completion or performance of any Disclosed obligation;

(d) any action undertaken, or omitted to be taken, by any Group Company in an emergency or disaster situation, including any pandemic such as COVID-19, epidemic or disease outbreak, or the situations involving Russia and Ukraine, Taiwan, the Middle-East or the United States of America (as well as any invasions or other acts of war, and economic or other sanctions taken by any country in relation to, or as a reaction to, such situation), as deemed reasonably necessary by the management board of the relevant Group Company to minimise any adverse effect of such situation in relation to the Group (and of which the Purchaser shall be promptly notified);

(e) any action requested to be implemented by a Governmental Authority, including pursuant to any Law issued by a Governmental Authority;

(f) any act or conduct explicitly permitted or required under this Agreement;

(g) any action that would qualify as Permitted Leakage; or

(h) the repayment of the existing debt in accordance with its terms, or extending such financing at market terms after consultation with Purchaser (and taking into account any reasonable comments).

5.1.4 Up to the execution of the Deed of Transfer as part of Completion, the Sellers shall be the sole legal owner of the Shares and the Parties agree that Clauses 5.1.1 and 5.1.2 are not intended to limit or restrict such legal ownership nor to restrict the voting rights attached to the Shares.

5.2 Dutch Merger Code

In accordance with the Dutch Merger Code (*SER-Besluit Fusiegedragsregels 2015*):

(a) the Sellers have, prior to Signing, and also acting on behalf of the Purchaser, notified the Social and Economic Council of the Netherlands and the relevant trade unions (if any) of the Transaction; and

(b) the Parties, acting reasonably, shall give the relevant trade unions (if any) the opportunity to provide their view on the Transaction in accordance with applicable Law.

5.3 Access to information

5.3.1 Between Signing and Completion, the Sellers shall use their respective reasonable efforts to procure that each of the Group Companies allows the Purchaser and its Representatives, upon reasonable notice, access during normal business hours to the books and records of the Group, provided that such access to information shall only be provided to the extent that the Purchaser, its Affiliates or their Representatives may reasonably require such access to information to comply with its obligations under this Agreement and in relation to the W&I Insurance Policy.

5.3.2 The Purchaser acknowledges and agrees that any information provided to it, its Affiliates or any of their respective Representatives under Clause 5.3.1 is subject to the terms of the Confidentiality Letter and Clause 12 (*Confidentiality*).

5.3.3 The obligation of the Sellers under Clause 5.3.1 will be subject to the right of the Sellers or the relevant Group Company to refuse access to information on the grounds that access:

(a) would be contrary to Law;

(b) would cause disproportional or material disruption to the business activities of the relevant Group Company; or

(c) is requested at a time when the Purchaser is in breach of any material obligation under this Agreement.

5.4 Refinancing

The Sellers' Representative shall notify the Purchaser in writing (i) no later than twelve (12) Business Days before the Envisaged Completion Date, and subsequently (ii) no later than four (4) Business Days before the Envisaged Completion Date, of the expected outstanding amount (including any accrued interest up to and including the first Business Day after Completion and any (prepayment) penalties and any other associated costs), that becomes due or repayable as a consequence of the Transaction, at Completion under the Existing Debt Facilities (if any) (the "**Refinancing Amount**").

5.5 Delivery of the Leakage Notice

5.5.1 The Sellers' Representative shall deliver a draft copy of the Leakage Notice to the Purchaser no later than twelve (12) Business Days before the Envisaged Completion Date and a final copy of the Leakage Notice to the Purchaser no later than seven (7) Business Days before the Envisaged Completion Date.

5.5.2 The Leakage Notice must set out the Leakage Amount and specify for each item of Leakage the relevant amount. The Leakage Notice will be binding for the purposes of determining the Consideration payable at Completion (except in case of a manifest error) and will only be subject to review and adjustment after Completion (in accordance with Paragraph 4 (*Additional Leakage*) of Part 1 of Schedule 4 (*Leakage*).

5.6 Finalisation of the Deed of Transfer and Payment Letter, execution of the Payment Letter and Deeds of Release

5.6.1 As soon as reasonably practicable and (i) no later than five (5) Business Days before the Envisaged Completion Date, the Parties shall in good faith negotiate, finalise and agree on the Deeds of Release and finalise the Deed of Transfer and Payment Letter to be executed substantially in the form as included in Schedule 8 (*Draft Deed of Transfer*) and Schedule 9 (*Draft Payment Letter*), respectively, and (ii) no later than two (2) Business Days before the Envisaged Completion Date, sign the Payment Letter and (as applicable) the draft Deeds of Release.

5.6.2 The Parties shall use their respective reasonable efforts to procure that the relevant agents and/or relevant lenders under the Existing Debt Facilities sign the Payment Letter and that the Deeds of Release are executed.

5.7 NOC*NSF waiver

The Sellers shall instruct the Company to use its reasonable efforts to obtain an executed waiver letter from NOC*NSF pursuant to which NOC*NSF waives its right to terminate the partnership agreement between NOC*NSF and FYEO B.V. (as included in folder 6.3.1.1 of the Data Room) in connection with the Transaction as soon as reasonably practicable after the Signing Date and provide such waiver to the Purchaser by the Business Day prior to Completion.

5.8 Bank guarantees ING Bank

The Sellers shall instruct the Company to use its reasonable efforts to obtain a written confirmation from ING Bank N.V. that the existing bank guarantees under the Lease Agreements will be kept in place post-Completion as soon as reasonably practicable after the Signing Date and provide such written confirmation to the Purchaser by the Business Day prior to Completion.

5.9 Domain names

The Sellers shall instruct the Company to use its reasonable efforts to procure that between Signing and Completion all domain names included in folder 9.1.5 and 9.1.6.1 of the Data Room (i) held by third parties, will be transferred to the Group Companies and (ii) unregistered, have been registered in the name of the Group Companies as soon as reasonably practicable after the Signing Date and provide the Purchaser with evidence of such transfers or registrations by the Business Day prior to Completion.

5.10 No impact on Completion

5.10.1 If, prior to Completion, (i) (a) the waiver letter from NOC*NSF as referred to in Clause 5.7, or (b) the written confirmation from ING Bank N.V. as referred to in Clause 5.8, is not obtained or (ii) not all relevant domain names have been transferred to, or registered in the name of, the Group Companies in accordance with Clause 5.9, this shall in no way affect, delay or prejudice Completion.

5.10.2 If, prior to Completion (a) the waiver letter from NOC*NSF as referred to in Clause 5.7, or (b) the written confirmation from ING Bank N.V. as referred to in Clause 5.8, is not obtained, this shall not have any impact on the Consideration, and any costs related to any such action incurred by the shall not be considered Leakage.

6 COMPLETION

6.1 Completion Date and place

Completion shall take place at the offices of CMS at Parnassusweg 737, 1077DG, Amsterdam, the Netherlands, or virtually, commencing at 13:00 AM Amsterdam time, the Netherlands time on the first date that is (i) fourteen (14) Business Days after satisfaction or waiver of the last Completion Condition in accordance with this Agreement and (ii) not a day prior to a day that is not a Business Day, or such other date and time as agreed in writing between the Parties.

6.2 Completion actions

6.2.1 The Purchaser shall procure that the Notary shall have received the following amounts (without any deduction whatsoever) in the Notary Account, with reference to "Project AI", prior to 11:00 Amsterdam time, the Netherlands time on the Completion Date and with value on the Completion Date, which amounts the Notary will hold in accordance with the terms and subject to the conditions of the Payment Letter:

(a) the Consideration; and

(b) the Refinancing Amount.

6.2.2 At Completion, the Sellers and the Purchaser shall procure (to the extent applicable to such Party) that the following relevant actions are taken in the following sequence:

(a) upon receipt, the Notary shall confirm to the Sellers and the Purchaser that an amount equal to the aggregate of (i) the Consideration and (ii) the Refinancing Amount has been received in the Notary Account; and

(b) the applicable Parties shall take the actions listed in Schedule 7 (*Completion actions*).

6.3 Breach of Completion obligations

6.3.1 If any Seller or the Purchaser breaches any obligation under Clause 6.2 (*Completion actions*) or Schedule 7 (*Completion actions*), thereby becoming a "**Defaulting Party**", and that breach results in Completion not occurring in full compliance with Clause 6.1 (*Completion Date and place*), Clause 6.2 (*Completion actions*) and the Payment Letter, then the Sellers (if the Purchaser was the Defaulting Party) or the Purchaser, thereby a "**Non-Defaulting Party**", shall be entitled, but not obliged, to:

(a) effect Completion on the Completion Date insofar as practicable having regard to the defaults that have occurred; or

(b) set a new date for Completion occurring in the period between five (5) and twenty (20) Business Days after the original date for Completion (the "**Extended Completion Date**") in accordance with Clause 6.1 (*Completion Date and place*), in which case the provisions of Clause 6.2 (*Completion actions*) shall apply to the Extended Completion Date as so deferred. Clause 5.6 (*Finalisation of the Deed of Transfer and Payment Letter, execution of the Payment Letter and Deeds of Release*) shall apply *mutatis mutandis*. If on or prior to such new date the Defaulting

Party (i) breaches any of its obligations as referred to under Clause 5.6 (*Finalisation of the Deed of Transfer and Payment Letter, execution of the Payment Letter and Deeds of Release*), Clause 6.2 (*Completion actions*) and the Payment Letter and this breach results in Completion not occurring in full compliance with Clause 6.1 (*Completion Date and place*) and Clause 6.2 (*Completion actions*) or the Payment Letter and (ii) the Non-Defaulting Party cannot reasonably be expected to effect Completion insofar as practicable having regard to the defaults that have occurred, the Non-Defaulting Party shall be entitled to terminate this Agreement by Notice to the Defaulting Party.

7 SELLERS' WARRANTIES

7.1 Fundamental Warranties

7.1.1 Each Seller represents and warrants to the Purchaser that the warranties set out in Clause 7.2 (*Ownership of the Shares, incorporation, authority, corporate action*) and Clause 7.3 (*Corporate information of the Company*) (the "**Fundamental Warranties**") are true, accurate and not misleading as at the Signing Date and will also be true, accurate and not misleading as at Completion.

7.1.2 Each Seller makes such representation and warranty as included in the Fundamental Warranties and with respect to the Shares or capacity of that Seller or absence of third-party rights on such Shares, only for itself and not for any other Seller or with respect to the Shares of any other Seller.

7.2 Ownership of the Shares, incorporation, authority, corporate action

7.2.1 Each Seller is the sole legal and beneficial owner of its respective Shares, as set out in Schedule 2 (*Shareholding overview*) next to its name.

7.2.2 Each Seller validly exists and is a legal entity duly incorporated under the laws of the Netherlands.

7.2.3 Each Seller has the full power and authority to enter into and perform this Agreement and any other documents to be executed by such Seller pursuant to or in connection with this Agreement, each of which, when executed, will constitute valid and binding obligations on such Seller, enforceable in accordance with its terms.

7.2.4 To the extent applicable, each of the Sellers has taken or will have taken by the Completion Date all corporate action required by such Seller to authorise it to perform in accordance with this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement.

7.2.5 The execution and performance by a Seller of this Agreement and the consummation of the Transaction do not and will not violate any provision of the articles of association or other organisational documents of that Seller.

7.2.6 Except for the Completion Conditions, no consent, approval, waiver or authorisation is required to be obtained by the Sellers, from, and no notice or filing is required to be given by the Sellers to or made by the Sellers with, any Governmental Authority in connection with the execution and performance by the Sellers of this Agreement.

7.2.7 The Shares comprise the whole of the issued and outstanding share capital of the Company and have been properly and validly issued and each Seller's Shares are fully paid up.

7.2.8 Each Seller's Shares are free from any Encumbrances.

7.3 Corporate information of the Company

7.3.1 The Company validly exists and is a legal entity duly incorporated under the laws of the Netherlands.

7.3.2 No Person other than the Sellers has the right, or has prior to Signing claimed to have the right, (whether exercisable now or in the future and whether contingent or not) to call for the conversion, issue, registration, sale or transfer, amortisation or repayment of any share capital or any other security giving rise to a right over, or an interest in the capital of the Company under any option, agreement or other arrangement (including conversion rights and rights of pre-emption).

7.3.3 At the Signing Date, there are no legal proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or other insolvency proceedings concerning the Company.

7.4 Business Warranties and Tax Warranties

Subject to Clause 8.5.1, the Sellers represent and warrant to the Purchaser that save as Disclosed, the Business Warranties and the Tax Warranties are true, accurate and not misleading as at Signing and will, subject to the facts, matters and circumstances Disclosed in the Completion Disclosure Letter, also be true, accurate and not misleading as at Completion.

7.5 No other Sellers' Warranties

The Purchaser acknowledges that no representations or warranties, express or implied, have been given or are given, in this Agreement or otherwise, by the Sellers, any other member of the Sellers' Group or any Group Company, other than the Sellers' Warranties.

7.6 No forecasts

The Sellers and the Purchaser agree that notwithstanding anything to the contrary included in the Sellers' Warranties, the Sellers' Warranties are not intended to give, and shall not be construed as giving, any representation or warranty, express or implied, as to the accuracy of any forecasts, estimates or projections Disclosed to the Purchaser or any of its Affiliates.

7.7 No attribution to Sellers

No knowledge, action or omission of any director or employee of the Group shall be attributable to any Seller or its Affiliates and no knowledge of any Seller or its Affiliates shall be attributable to the other Sellers.

8 LIABILITY OF THE SELLERS

8.1 Liability of the Sellers

8.1.1 Subject to the provisions of Clause 7 (*Sellers' warranties*), the remaining provisions of this Clause 8 (*Liability of the Sellers*) and any other applicable limitations of liability, the (relevant) Seller(s) shall be liable towards the Purchaser:

(a) subject to Completion, in the event of a breach of Clause 7.1 (*Fundamental Warranties*);

(b) subject to Completion, in the event of a breach of Clause 7.4 (*Business Warranties and Tax Warranties*);

(c) subject to Completion, in the event of a successful claim under the Tax Covenant; and

(d) in the event of a breach of this Agreement by the (relevant) Seller(s) (for the avoidance of doubt, other than in respect of the Sellers' Warranties and the Tax Covenant).

8.1.2 If any Seller is liable towards the Purchaser under Clause 8.1.1, the Purchaser shall, as its sole and exclusive remedy, have the right to claim the Losses suffered or incurred by the Purchaser (or in case of the Tax Covenant the amount due pursuant thereto) and shall not have the right to claim specific performance (*nakoming*) other than in respect of Clauses 4 (*Completion Conditions*), 5.5 (*Delivery of the Leakage Notice*), 5.6 (*Finalisation of the Deed of Transfer and Payment Letter, execution of the Payment Letter and Deeds of Release*), 5.7 (*Completion*), 12.2 (*Confidentiality undertakings*) and 14 (*Protective Covenants)*.

8.1.3 The Purchaser agrees that neither it nor any other member of the Purchaser's Group, nor any Person that has been granted any rights pursuant to a third-party stipulation (*derdenbeding*), has any right against, and shall not make, and shall procure that no other member of the Purchaser's Group makes, any claim against any current or former employee, managing director, supervisory director or officer of any Seller or any Group Company or any other member of the Sellers' Group, except in the event of fraud by such Person in accordance with Clause 8.17 (*Fraud*) and then only against that person and for that specific matter.

8.2 Individual or several Liability

8.2.1 Notwithstanding any other provision of this Agreement, the Liability of:

(a) each Seller under this Agreement with respect to any claims under Clauses 5.7 (*Completion*), 7.2 (*Ownership of the Shares, incorporation, authority, corporate action*), 12 (*Confidentiality*), 14 (*Protective Covenants)* or Schedule 4 (*Leakage*) shall be borne solely by the defaulting Seller (the "**Individual Claims**"); and

(b) the Sellers under this Agreement with respect to any other claims under or in connection with this Agreement shall be borne severally (*niet hoofdelijk*) by the Sellers for their Pro Rata Part.

8.2.2 Any claims by the Purchaser against the Sellers under this Agreement, other than Individual Claims, shall be made against each Seller for its Pro Rata Part.

8.2.3 In respect of Individual Claims, the Purchaser shall only be entitled to make claims against the relevant Seller directly.

8.3 Time limitations

The Sellers are not liable towards the Purchaser for any claim under Clause 8.1.1 or otherwise in connection with this Agreement unless a Notice of a claim is given by the Purchaser to the Sellers in accordance with Clause 11.2 (*Notification of claims*):

(a) in case of any claim under the Fundamental Warranties, five (5) years after the Completion Date;

(b) in case of any claim under the Business Warranties or a Tax Claim, within twelve (12) months after the Completion Date;

(c) in respect of claims under Clause 12 (*Confidentiality*) or 14 (*Protective Covenants*) within forty-two (42) months after the Completion Date; and[1]

(d) in case of any other claim under or otherwise in connection with this Agreement, within eighteen (18) months after the Completion Date.

8.4 Minimum claims

Subject to any other limitations set out in this Agreement, the Sellers are only liable towards the Purchaser under Clause 8.1.1(b) or Clause 8.1.1(c) in respect of any single claim or a series of related claims, if the Losses in respect of any such claim exceed:

(a) fifty thousand euro (EUR 50,000), in case of claims under the Business Warranties set out in Paragraph 3 of Schedule 10 (*Business Warranties and Tax Warranties*);

(b) ten thousand euro (EUR 10,000), in case of claims under the Business Warranties (other than as set out Paragraph 3 of Schedule 10 (*Business Warranties and Tax Warranties*));

(c) seventy-five thousand euro (EUR 75,000) in case of Tax Claims,

and then for the full amount and not only the excess.

8.5 Maximum Liability

8.5.1 The W&I Insurance Policy shall be the sole and exclusive source of remedy for any Losses or other claims pursuant to a breach or claim for which the Sellers would otherwise become liable under the Sellers' Warranties (excluding the Fundamental Warranties) or the Tax Covenant.

8.5.2 Save for any claim under the Fundamental Warranties, the maximum aggregate Liability of the Sellers for breaches of or claims under the Sellers' Warranties and Tax Covenant is agreed to be one euro (EUR 1), it being understood and agreed that the Purchaser shall exclusively rely on the W&I Insurance Policy for the payment of any Losses or other claims under or in connection with any such breach or claim.

8.5.3 Without prejudice to Clauses 8.5.1 and 8.5.2, the aggregate Liability of the Sellers in respect of any and all claims (including a breach of the Fundamental Warranties) under or otherwise in connection with this Agreement, shall not

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1 **Note to CMS**: As agreed earlier, W&I insurance policy to arrange longer periods.

exceed the Consideration, provided that each Seller's aggregate maximum Liability shall be equal to its Pro Rata Part of the Consideration.

8.6 W&I Insurance

8.6.1 The Purchaser shall procure that any W&I Insurance Policy includes an irrevocable third-party stipulation for no consideration (*onherroepelijk derdenbeding om niet*) for the benefit of each member of the Sellers' Group, the Group Companies and their respective Representatives, that the W&I Insurance Provider is not entitled to subrogate against or otherwise claim and shall not claim from any such Person, in connection with any claim for breach of the Business Warranties or any Tax Claim, or in connection with the Completion Disclosure Letter, save to the extent that such claim arises from fraud by a Seller in accordance with Clause 8.17 (*Fraud*) in respect of the giving of the Sellers' Warranties or the Tax Covenant, and then only towards that specific Person and in respect of that specific claim. The Purchaser shall procure that this third-party stipulation in the W&I Insurance Policy will not be modified or amended in any manner without the prior written consent of the Sellers.

8.6.2 The premium of any W&I Insurance Policy, and any costs and Tax in respect thereof, will be for the account of the Purchaser and the Purchaser shall be responsible for payment thereof.

8.6.3 The Purchaser agrees and acknowledges that neither (i) any failure of the Purchaser to enter into, or to comply with the terms of, the W&I Insurance Policy, nor (ii) any unavailability at any time of the W&I Insurance Policy or any recourse thereunder, nor (iii) any differences between the warranties and indemnities covered under the W&I Insurance Policy and the warranties and the indemnities provided in this Agreement or the Transaction, shall cause or increase the Sellers' liability pursuant to or in relation to this Agreement in any way, and the Purchaser is not entitled to make any claim for Losses or compensation as a result of any of the circumstances referred to under (i), (ii), or (iii) in this Clause 8.6.3.

8.7 Disclosures

8.7.1 The Sellers are not liable in respect of any claim in connection with any Sellers' Warranty (except Fundamental Warranties) being untrue or inaccurate, in respect of any facts, matters, circumstances or other information Disclosed.

8.7.2 The Sellers shall use their respective reasonable efforts to have the Company deliver on the last Business Day before the Envisaged Completion Date, to the Purchaser:

(a) a written notice confirming that to the Knowledge of the Sellers there are no breaches of any of the Business Warranties and/or Tax Warranties nor any matters which are likely to give rise to a claim under the Tax Covenant, in each case only relating to such breaches of the Business Warranties and/or Tax Warranties that have occurred in, or potential claims under the Tax Covenant that relate to, the period between the Signing Date and the date of such notice; or

(b) a letter in which such breaches of the Business Warranties and/or Tax Warranties and/or such potential claims under the Tax Covenant are disclosed (such notice or letter, the "**Completion Disclosure Letter**"),

provided that such Completion Disclosure Letter shall not give rise to any liability of any Seller or any member of the Sellers' Group or the Group or any of their respective Representatives under this Agreement or otherwise.

8.7.3 The Sellers shall use their reasonable efforts to have the Company deliver, if applicable, a draft Completion Disclosure Letter ten (10) Business Days before the Envisaged Completion Date to the Purchaser and the Sellers shall consider any reasonable comments from the Purchaser or its advisors on the draft of the Completion Disclosure Letter, it being understood that such comments should be received within five (5) Business Days after receipt by the Purchaser of the draft of the Completion Disclosure Letter.

8.8 Provisions

8.8.1 The Sellers shall not be liable under or otherwise in connection with this Agreement in respect of any fact, matter or claim which is explicitly reflected in the calculation of the EV-to-Equity Bridge (as net debt or other debt like items) or for which any specific allowance, provision, accrual or reserve is made in the Annual Accounts.

8.8.2 For the purpose of Clause 8.8.1, an allowance, provision, accrual or reserve shall be deemed to be specific if it can be reasonably evidenced on the basis of the financial administration of the Group that such allowance, provision, accrual or reserve was intended by the management of the Group to relate fully or partly to the relevant fact, matter or claim.

8.9 Purchaser's awareness

The Sellers shall not be liable for any Sellers' Warranty being untrue or inaccurate, or a claim under the Tax Covenant if the Purchaser's Deal Team is, on the Signing Date, aware of such Sellers' Warranty being untrue or inaccurate, or of a claim under the Tax Covenant, or of any circumstance which renders such Sellers' Warranty untrue or inaccurate, or could result in a claim under the Tax

Covenant. For this purpose, the Purchaser's Deal Team is in any event deemed to be aware of all information included or reflected in the due diligence reports as commissioned by the Purchaser's Group in connection with the Transaction.

8.10 Subsequent matters

The Sellers are not liable under or otherwise in connection with this Agreement in respect of any matter, act, omission or circumstance to the extent that the matter, act, omission or circumstance would not have occurred but for, or to the extent that, the Losses of the Purchaser in connection with the matter, act, omission, or circumstances are increased by:

(a) anything done or omitted to be done after Signing at the written request or with the written approval of the Purchaser or any other member of the Purchaser's Group;

(b) any voluntary act or omission of the Purchaser, its Affiliates or their respective Representatives, or successors in title after Signing, including any change in the nature or conduct of the business as carried on by the Group Companies as at the Completion Date, unless such act or omission was (i) in the ordinary course of their respective businesses as conducted prior to Completion or (ii) in accordance with their respective legal or contractual obligations entered into prior to Completion;

(c) the passing of, or any change in, any Law or published administrative practice of any Governmental Authority as from Signing; or

(d) any change as from the Signing Date of any generally accepted interpretation or application of any Law.

8.11 Net financial benefit

The Sellers are not liable in respect of any claim made under or otherwise in connection with this Agreement if any Group Company or any member of the Purchaser's Group has any savings or net financial benefit, including any Tax Benefit, because of such claim or the facts or circumstances giving rise to such claim, but only to the extent of such savings or net financial benefit and excluding any savings or net financial benefits that have explicitly and in an identifiable manner been taken into account in calculating the EV-to-Equity Bridge. For the avoidance of doubt, any net financial benefit relating to Tax shall only be taken into account in accordance with the definition of Tax Benefit.

8.12 Breaches capable of remedy

Notwithstanding anything to the contrary in this Agreement, the Sellers are not liable towards the Purchaser under or otherwise in connection with this Agreement, if and to the extent that the facts or circumstances underlying a claim are capable of remedy and, after Notice of such claim is delivered by the Purchaser to the Sellers as contemplated by Clause 11.1 (*Notification of potential claims*) and Clause 11.2 (*Notification of claims*), are remedied within twenty (20) Business Days, after the date on which the Notice is received by the Sellers, at no cost for the Purchaser and the Group Companies.

8.13 Mitigation of Losses and Liabilities

The Purchaser shall, and shall procure that all reasonable steps are taken by each member of the Purchaser's Group and that all reasonable assistance is given by the Purchaser's Group, to comply with its duty under Law to mitigate any Losses incurred by any Group Company or any (other) member of the Purchaser's Group and any Liabilities which may result in a claim under or in connection with this Agreement.

8.14 Purchaser's right to recover

8.14.1 If, before (any of) the Sellers pay an amount in discharge of any claim under or otherwise in connection with this Agreement, any member of the Purchaser's Group is entitled to recover (whether by payment, set-off, discount, credit, relief, insurance or otherwise) from a third party, a sum which indemnifies or compensates in whole or in part any member of the Purchaser's Group in respect of the Losses which are the subject matter of the claim, then the Purchaser shall procure that, simultaneously with any claim being filed against any Seller, all reasonable steps are taken to enforce recovery against the third party, and any actual recovery, less any reasonable costs (including insurance costs and any incremental insurance premium reasonably attributable to the recovery), expenses or non-recoverable Taxes reasonably incurred in effecting such recovery, shall reduce or satisfy, as applicable, such claim to the extent of such recovery. For the avoidance of doubt, no Seller is entitled to delay payment to the Purchaser in respect of any claim under this Agreement until the Purchaser or a Group Company has been able to recover from a third party such sum which indemnifies or compensates the Purchaser or the relevant Group Company (in whole or in part) in respect of the loss or liability which is the subject matter of the claim.

8.14.2 If, following payment by any Seller of an amount in discharge of any claim under or otherwise in connection with this Agreement, any member of the Purchaser's Group is subsequently entitled to recover (whether by payment, set-off, discount, credit, relief, insurance or otherwise) from a third party, a sum which indemnifies or compensates in whole or in part any member of the Purchaser's Group in respect of the Losses which are the subject matter of the claim, then (i) the relevant member of the Purchaser's Group shall inform each relevant Seller without delay as soon as becoming aware of it, and (ii) the Purchaser shall procure that all reasonable steps are taken to enforce recovery against the third party, and shall, or shall procure that the relevant member of the Purchaser's Group shall, pay to each relevant Seller, as soon as practicable after receipt, the lower of the following two (2) amounts:

(a) an amount corresponding to the difference (if positive) of any actual recovery, less any reasonable costs (including insurance costs and any incremental insurance premium reasonably attributable to the recovery), expenses and non-recoverable Taxes reasonably incurred in effecting such recovery; and

(b) the amount previously paid by the relevant Seller to the Purchaser or any member of the Purchaser's Group.

8.14.3 The Parties agree that nothing in this Clause 8.14 (*Purchaser's right to recover*) shall require the Purchaser to take any action in respect of any Employee, customer, Governmental Authority or supplier of the Group Companies which cannot reasonably be required from the Purchaser, taking into account the Group's commercial interests and the amount to which the Group is entitled from the relevant third party, whereby the recovering of payroll taxes from an Employee shall in any event not be considered an unreasonable requirement.

8.15 No double claims

The Sellers are not liable under or otherwise in connection with this Agreement more than once in respect of the same Loss.

8.16 Contingent Liabilities

The Sellers are not obliged to make a payment under or otherwise in connection with this Agreement in respect of any Liability which is contingent until and then only to the extent such contingent Liability ceases to be contingent and becomes actual. Nothing in this Clause 8.16 (*Contingent Liabilities*) precludes the Purchaser from giving Notice of a claim which is contingent within the time limit set out in Clause 11.1 (*Notification of potential claims*) and Clause 11.2 (*Notification of claims*).

8.17 Fraud

Without prejudice to Clause 7.7 (*No attribution to Sellers*), nothing in this Agreement shall limit any liability of a Seller in the event of fraud by the relevant

Seller acting in their capacity as Seller in respect of the Transaction, provided that in such event the limitations of liability shall then only not be applicable to the Seller who committed such fraud and the relevant claim.

8.18 Third-party stipulations

The provisions of this Clause 8 (*Liability of the Sellers*) are also for the benefit of, and will be enforceable by, any member of the Sellers' Group, the Group Companies and each of their (and the Sellers') successors and permitted assigns and any member of the Management Board, as third-party stipulations for no consideration (*onherroepelijk derdenbeding om niet*) and apply *mutatis mutandis* to any claim made by a third party under a third-party stipulation included in this Agreement.

9 PURCHASER'S WARRANTIES

9.1 Purchaser's Warranties

The Purchaser represents and warrants to the Sellers that the statements set out in Schedule 14 (*Purchaser's Warranties*) (the "**Purchaser's Warranties**") are true, accurate and not misleading as at Signing and will also be true, accurate and not misleading as at Completion.

9.2 Liability of the Purchaser

9.2.1 If a Purchaser's Warranty is untrue or inaccurate at Signing or at Completion, or in the event of a breach of this Agreement by the Purchaser, in addition and without prejudice to any other rights and remedies available to the Sellers, the Purchaser shall be liable to the Sellers for the Losses incurred by the Sellers and/or any member of the Sellers' Group as a result of the Purchaser's Warranty being untrue or inaccurate or as a result of the Purchaser's breach of this Agreement.

9.2.2 The Sellers agree that subject to Completion neither it nor any other member of the Sellers' Group, nor any Person that has been granted any rights pursuant to a third-party stipulation (*derdenbeding*), has any right against, and shall not make, and shall procure that no other member of the Seller's Group makes, any claim against any current or former employee, managing director, supervisory director or officer of any Group Company under or in connection with this Agreement, except in the event of fraud by such person.

10 TAX

The Tax Warranties and Schedule 11 (*Tax*) apply in respect of Taxes.

11 MANAGEMENT OF CLAIMS

11.1 Notification of potential claims

Without imposing additional time limits to those set out in Clause 8.3 (*Time limitations*), if the Purchaser or any other member of the Purchaser's Group becomes aware of any matter or circumstance that may give rise to a claim against one or more of the Sellers under or otherwise in connection with this Agreement, the Purchaser shall as soon as reasonably practicable after becoming aware of any such matter or circumstance, but in any event within thirty (30) Business Days of becoming aware of such matter or circumstance, deliver a Notice to the Sellers' Representative, who will provide a copy to the other Sellers, setting out such information as is available to the Purchaser or any other member of the Purchaser's Group and as is reasonably necessary to enable the (relevant) Seller(s) to assess the merits of the potential claim. The failure of the Purchaser to give Notice in compliance with this Clause 11.1 (*Notification of potential claims*) shall not release the (relevant) Seller(s) of their Liability, except for the amount of Losses that is the result of such failure to give Notice in compliance herewith.

11.2 Notification of claims

Without prejudice to Clause 11.1 (*Notification of potential claims*), Notices of claims by the Purchaser under or otherwise in connection with this Agreement must be given by the Purchaser to the relevant Seller in the event of an Individual Claim, with a copy to the other Sellers, or to the Sellers in the event of any other claims under or otherwise in connection with this Agreement, within the time limits specified in Clause 8.3 (*Time limitations*), setting out such information as is available to the Purchaser or any other member of the Purchaser's Group and as is reasonably necessary to enable the (relevant) Seller(s) to assess the merits of the potential claim and an estimate of the amount of Losses which are, or are expected to be, the subject of the claim to the extent available to the Purchaser or any other member of the Purchaser's Group.

11.3 Commencement of proceedings

Any claim, other than a Tax Claim, notified to the Sellers will be deemed, if it has not been previously satisfied, settled or withdrawn, to be irrevocably withdrawn:

(a) twelve (12) months after the Notice is given pursuant to Clause 11.2 (*Notification of claims*), unless (i) the (relevant) Seller(s) and the Purchaser are involved in settlement negotiations (to be mutually confirmed in writing) or (ii) legal proceedings in respect of the claim have been formally commenced in accordance with Clause 16.2 (*Dispute resolution*); and

(b) in case a claim is contingent or conditional, six (6) months after the claim for which the Notice is given pursuant to Clause 11.2 (*Notification of claims*) ceases to be contingent or conditional, unless (i) the (relevant) Seller(s) and the Purchaser are involved in settlement negotiations (to be mutually confirmed in writing) or (ii) legal proceedings in respect of that claim have been formally commenced in accordance with Clause 16.2 (*Dispute resolution*).

11.4 Procedure for Third-Party Claims

If any claim, other than a Tax Claim to which Schedule 11 (*Tax*) applies, is brought by a third party (a "**Third-Party Claim**") against any member of the Purchaser's Group (the "**Relevant Indemnified Party**") in respect of which recourse may be sought from one or more of the Sellers (each such Seller, a "**Relevant Indemnifying Party**") pursuant to this Agreement, the Purchaser shall, or shall procure that the Relevant Indemnified Party shall:

(a) notify each Relevant Indemnifying Party of the Third-Party Claim in accordance with Clause 11.1 (*Notification of potential claims*) and Clause 11.2 (*Notification of claims*), as applicable;

(b) take such action to contest, appeal or compromise the Third-Party Claim as it deems appropriate, taking into account the reasonable interests of the Relevant Indemnifying Party and its duty under Dutch law to mitigate Damages;

(c) cooperate with any reasonable request by the Relevant Indemnifying Party in determining the appropriate course of action in respect of the Third-Party Claim; and

(d) not make any admissions in relation to the Third-Party Claim or compromise, dispose or settle the Third-Party Claim without the prior written consent of the Relevant Indemnifying Party, such consent not to be unreasonably withheld.

12 CONFIDENTIALITY

12.1 Announcements

12.1.1 No public announcement, circular or other communication in connection with the existence or the subject matter of this Agreement or the Transaction may be made or issued by or on behalf of the Sellers or the Purchaser, or their respective Affiliates, without the prior written approval of the Purchaser (in the case of any public announcements, circulars or other communications by or on behalf of the Sellers or their Affiliates) or the Sellers (in the case of any public announcement circular or other communication by or on behalf of the Purchaser or its Affiliates), respectively which approval may not be unreasonably withheld or delayed, provided that each Party may make such public announcement, circular or other communication as is reasonably required or advisable to comply with Law or, if applicable, the rules of any recognised stock exchange on which the shares or any other instrument of any Party (or any of its Affiliates) are listed, but only if, in such case, it shall, unless not reasonably possible, consult with the other Party before such public announcement.

12.1.2 The Sellers and the Purchaser shall, after consultation with the Company, agree on the contents and the timing of any separate or joint press release to be issued at Signing in respect of the Transaction.

12.1.3 No public announcement, circular or other communication made in accordance with Clause 12.1.1 and no press release issued in accordance with Clause 12.1.2 shall contain any reference to the amount of the Consideration or any other financial detail of the Transaction without the prior written consent of the Parties.

12.2 Confidentiality undertakings

12.2.1 The Confidentiality Letter will continue to have full force and effect up to Completion in accordance with its terms. The Parties shall procure that the Confidentiality Letter terminates as per Completion.

12.2.2 Without prejudice to the terms and conditions of the Confidentiality Letter and subject to Clause 12.1 (*Announcements*), each of the Parties shall, and shall procure that its Affiliates and Representatives shall, treat as strictly confidential and not release, disclose or use any information contained in, received or obtained as a result of entering into this Agreement or any agreement entered into in connection with the Transaction which relates to:

(a) the provisions of this Agreement or any agreement entered into in connection with the Transaction;

(b) the negotiations relating to this Agreement or any such other agreement; or

(c) the Sellers, the Purchaser, the Group Companies or the business activities carried on by each of them or any of their respective Affiliates.

12.2.3 Clauses 12.1 (*Announcements*) and 12.2.1 shall not prohibit disclosure or use of any information if and to the extent:

(a) the disclosure or use is required by Law or, if applicable, the rules of any recognised stock exchange on which the shares of any Party (or any of its Affiliates) are listed;

(b) the disclosure or use is reasonably required to vest the full benefit of this Agreement in any Party;

(c) the disclosure or use is required for the purpose of any legal proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement;

(d) the disclosure is made to a Tax Authority in connection with the Tax affairs of the disclosing Party or an Affiliate thereof;

(e) the disclosure is made on a need-to-know basis to (i) professional advisors, auditors, insurers (including insurance brokers), (ii) a Person that has the intention to assume rights or obligations of any Party in connection with this Agreement, (iii) a Person brokering for or willing to provide coverage under or in respect of a W&I Insurance Policy, provided that they are bound by a customary non-disclosure agreement or by professional duties of confidentiality, or (iv) actual or potential investors and providers of debt or equity, or a security trustee or agent acting on behalf of any such provider, to the disclosing Party or any of its Affiliates or any of their direct or indirect shareholders (in respect of any member of the Sellers' Group, including the ultimate beneficial owners or any of their family members or any of their advisors), and their respective Representatives, in each case (other than in respect of the family members receiving information in accordance with this limb (iv)) provided that they are bound by customary non-disclosure obligations or by professional duties of confidentiality;

(f) the information is or becomes publicly available (other than by breach of the Confidentiality Letter or of this Agreement);

(g) the Sellers (in case of a request by the Purchaser) or the Purchaser (in case of a request by the Sellers), have given prior written approval to the disclosure or use; or

(h) the information is independently developed after Completion, without any use of knowledge derived from any information covered by the Confidentiality Letter or Clause 12.2.2, provided that prior to disclosure or use of any information pursuant to Clause 12.2.3(a), Clause 12.2.3(b) or Clause 12.2.3(c), the Party concerned promptly notifies the other Party of this requirement, to the extent permitted by Law, with a view to providing the other Party with the opportunity to contest the disclosure or use or otherwise to agree the timing and content of the disclosure or use.

12.3 Third-party stipulation

By way of an irrevocable third-party stipulation for no consideration (*onherroepelijk derdenbeding om niet*), the Company shall be entitled to enforce towards the relevant Party the provisions of this Clause 12 (*Confidentiality*).

13 PURCHASER'S GUARANTOR

13.1 Purchaser's guarantor

13.1.1 The Purchaser's Guarantor:

(a) hereby, as a separate and independent obligation, unconditionally and irrevocably guarantees to the Sellers, and shall be jointly and severally liable, as co-principal debtor (*hoofdelijk aansprakelijk*) to each of the Sellers for the due and timely performance and observance by the Purchaser and the Purchaser assigns all of their obligations, commitments, undertakings, warranties and indemnities under or otherwise in connection with this Agreement (the "**Purchaser Guaranteed Obligations**");

(b) undertakes towards the Sellers that whenever the Purchaser does not perform any of the Purchaser Guaranteed Obligations when due, that the Purchaser's Guarantor shall immediately on demand perform that Purchaser Guaranteed Obligation as if it was the principal obligor; and

(c) shall indemnify, defend and hold harmless each of the Sellers and, as an irrevocable third party stipulation (*onherroepelijk derdenbeding*), all other members of the Sellers' Group, against all Losses which any of the same may suffer through or arising from any breach by the Purchaser and Purchaser's assigns of the Purchaser Guaranteed Obligations or any of the Purchaser Guaranteed Obligations becoming illegal, invalid, non-binding or unenforceable.

13.1.2 If and whenever a default occurs for any reason whatsoever in the performance of any of the Purchaser Guaranteed Obligations, Purchaser's Guarantor shall forthwith upon demand unconditionally perform (or procure performance of) and satisfy (or procure the satisfaction of) the Purchaser Guaranteed Obligations in regard to which the default has been made in the manner prescribed by this agreement and so that the same benefits will be conferred on each of the Sellers (or relevant other beneficiary) as it would have received if the Purchaser Guaranteed Obligations had been duly performed and satisfied by the Purchaser.

13.1.3 The liability of Purchaser's Guarantor under this Clause 13 (*Purchaser's Guarantor*) will not be released or diminished by any variation of the Purchaser Guaranteed Obligations or any forbearance, neglect or delay in seeking performance of the Purchaser Guaranteed Obligations or any granting of time for the performance.

13.1.4 The Purchaser's Guarantor will have the same rights, defences and remedies as the Purchaser under or otherwise in connection with this Agreement and the Law.

13.2 Purchaser's Guarantor Warranties

The Purchaser's Warranties apply *mutatis mutandis* in respect of the Purchaser's Guarantor (the "**Purchaser's Guarantor Warranties**") and are true, accurate and not misleading as at Signing and will also be true, accurate and not misleading as at Completion.

13.3 Liability of the Purchaser's Guarantor

If a Purchaser Guarantor's Warranty is untrue or inaccurate at Signing or at Completion, or in the event of a breach of this Agreement by the Purchaser's Guarantor, in addition and without prejudice to any other rights and remedies available to the Sellers, the Purchaser's Guarantor shall be liable to the Sellers for the Losses incurred by the Sellers and/or any member of the Sellers' Group as a result of the Purchaser Guarantor's Warranty being untrue or inaccurate or as a result of the Purchaser Guarantor's breach of this Agreement.

14 PROTECTIVE COVENANTS

14.1 Non-competition

14.1.1 Each Seller (excluding Committed Capital) shall not, and shall procure that its Affiliates shall not, without the prior written consent of the Purchaser, either alone or jointly with, or on behalf of any person, and for a period of three (3) years after Completion:

(a) directly or indirectly have a controlling interest or be actively involved in any competing business active in refraction surgery within the Netherlands (a "**Restricted Activity**");

(b) intentionally interfere with (in such a way as to adversely affect any Group Company) the continuance of supplies to any of the Group Companies from any person who has at any time during the year preceding the Completion Date been a supplier of goods or services to any of the Group Companies;

(c) intentionally do or say anything which is harmful for the reputation of a Group Company or which may lead to any person ceasing to deal with the Group Companies on substantially equivalent terms to those previously offered or at all; or

(d) seek to contract with or engage (in such a way as to adversely affect any Group Company) any customer of a Group Company that has at any time during the year preceding the Completion Date been a customer of such Group Company, to the extent such can be reasonably expected to negatively affect the relationship between such customer and any Group Company.

14.1.2 For the purposes of Clause 14.1.1:

(a) a person is actively involved in a Restricted Activity if that person:

(i) performs on its own behalf or as a partner, principal, director, consultant, advisor or employee in, of or to any person or entity, services aimed at the Restricted Activity (excluding, for the avoidance of doubt, Committed Capital or any of its Representatives[2]); or

(ii) has any direct or indirect financial interest (as shareholder or otherwise) in any person or entity who carries on the business that is active in the Restricted Activity; or

(iii) is actively involved in respect of the Restricted Activity as a partner, director, employee, consultant, advisor or agent in, of or to any person who has a direct or indirect financial interest (as shareholder or otherwise) in any person who carries on the business that is active in the Restricted Activity; and

(b) references to a Group Company include its successors in business.

14.2 Non-solicitation

14.2.1 Each Seller (excluding Committed Capital) shall, and shall procure that its Affiliates shall, for a period of three (3) years following Completion, not directly or indirectly recruit, solicit, contact, or approach for employment or engagement

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[2] **Note to CMS**: We included this clarification as Committed Capital Representatives currently have a role as director at other Sellers (Stichting Administratiekantoor FYEO WPP, FYEO WPP B.V. and Stichting Administratiekantoor Batoan).

any person who, on the Completion Date, is an employee, consultant, or independent contractor of any Group Company.

14.2.2 Committed Capital shall, and shall procure that its Affiliates shall, for a period of three (3) years following Completion, not directly or indirectly recruit, solicit, contact, or approach for employment or engagement any of the Key Employees.

14.2.3 Clauses 14.2.1 and 14.2.2 shall not prohibit the Sellers, or any of their respective Affiliates, from (i) making any general or public solicitation (including by a *bona fide* search firm) and hiring any person that responded to such solicitation or (ii) hiring or recruiting any person whose employment agreement or management agreement (or similar) has been terminated by the relevant Group Company prior to commencement of discussions with such Seller or its Affiliates.

15 MISCELLANEOUS

15.1 Sellers' Representative

15.1.1 Each Seller hereby irrevocably appoint the Sellers' Representative as their representative to act on its behalf for the purposes explicitly stated in this Agreement.

15.1.2 Each Seller hereby irrevocably appoint the Sellers' Representative as its attorney with full authority on their behalf and name or otherwise to perform all acts and to execute and deliver such documents or deeds as are required by Law or as may, in the reasonable opinion of the Sellers' Representative, be required to exercise the powers and authorities explicitly conferred by this Agreement upon the Sellers' Representative.

15.1.3 The Purchaser and the Sellers acknowledge that in exercising the powers and authorities explicitly conferred by this Agreement upon the Sellers' Representative, the Sellers' Representative shall not be acting, or be construed as acting, as the agent or trustee on behalf of any Seller, and each Seller and the Purchaser agree that the Sellers' Representative shall have no liability whatsoever to the Purchaser or the other Sellers in relation to the exercise of those powers and authorities, save to the other Sellers in case of fraud on the part of the Sellers' Representative.

15.1.4 The Purchaser may rely on the exercise of the powers and authorities conferred on the Sellers' Representative as if all Sellers are exercising such powers and authorities.

15.1.5 Nothing in this Clause 15.1 (*Sellers' Representative*) shall make the Sellers' Representative liable or responsible for an obligation of any other Seller under this Agreement.

15.1.6 Subject to Clause 15.1.7, the Sellers shall procure that the Sellers' Representatives shall remain appointed following Completion.

15.1.7 If the Sellers' Representative wishes to cease to act as Sellers' Representative for the purposes of this Agreement, becomes unable to act or if the Sellers otherwise agree to appoint a new representative in its place, the Sellers shall together notify the Purchaser in writing of such new Sellers' Representative. The Sellers may appoint, remove or replace a Sellers' Representative by a written instrument signed by all Sellers.

15.2 Retention of records

15.2.1 For a period of seven (7) years as from Completion, or for such longer period as may be prescribed by Law, the Purchaser shall, and shall procure that the Group Companies shall, retain any books, records and other written information relating to the Group in respect of the period up to and including the Completion Date which are located at the offices of a Group Company or which are held by or on behalf of any member of the Purchaser's Group pursuant to Completion.

15.2.2 For a period of seven (7) years as from Completion, or for such longer period as may be prescribed by Law, the Sellers shall retain any books, records and other written information relating to the Group and the period up to Completion which it holds at Completion (to the extent these are not held by the Group or the Purchaser's Group at Completion).

15.2.3 Without prejudice to any other provisions in this Agreement, after Completion, the Parties shall, upon reasonable advance notice and to the extent reasonably required for Tax, accounting or compliance purposes permitted by Law, allow the other Party to view, inspect, download and make copies of the relevant books, records, and other information retained pursuant to Clause 15.2.1 and Clause 15.2.2, respectively, during normal office hours. No Party shall be required to make available any information which would cause the loss of legal and/or litigation privilege in respect of such information and access to any such information under this Clause 15.2 (*Retention of records*) that relates to any pending or threatened dispute in connection with this Agreement may be withheld or restricted by the retaining party in its sole discretion, unless agreed otherwise or ordered to disclose as part of legal proceedings. It being further understood that the Sellers shall not be required to make available any information relating to the Sellers' Group (excluding the Group Companies).

15.3 Further assurances

The Sellers and the Purchaser shall, at their own cost and expense from time to time, execute and procure to be executed such documents and perform and procure to be performed such acts and things as may be reasonably required by each of them to effect the Transaction and to give the Parties the full benefit of this Agreement.

15.4 Entire agreement

15.4.1 This Agreement contains the entire agreement between the Parties in relation to its subject matter and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement, provided that the Confidentiality Letter shall continue to have full force and effect up to Completion in accordance with its terms. In the event of a conflict between the Confidentiality Letter and this Agreement, this Agreement shall prevail.

15.4.2 The Purchaser and Purchaser's Guarantor acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not explicitly set out in this Agreement.

15.5 No assignment

15.5.1 Other than as set out in Clause 15.5.2, no Party may, without the prior written consent of the other Party, assign or grant any security interest over or otherwise transfer, in whole or in part, any of its rights and obligations under this Agreement. Without this consent, no assignment, encumbrance or transfer is effectuated (*geen goederenrechtelijk effect*).

15.5.2 Each Seller may assign or otherwise transfer, in whole or in part, its rights and obligations under this Agreement to a parent company without the prior written consent of the Purchaser and its Affiliates.

15.6 Invalidity

If any provision in this Agreement is held to be or becomes unenforceable, in whole or in part, under any Law:

(a) that provision or part of that provision will, to the extent of its unenforceability, be deemed not to form part of this Agreement but, subject to the restrictions of article 3:41 BW, the enforceability of the remainder of this Agreement will not be affected; and

(b) the Parties shall use their respective reasonable efforts to agree on a replacement provision that is enforceable to achieve, so far as possible, the intended effect of the unenforceable provision.

15.7 Amendment

No amendment of this Agreement will be effective unless that amendment is in writing and signed by or on behalf of each Party.

15.8 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together will constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart.

15.9 Waiver

No waiver of any provision of this Agreement will be effective unless that waiver is in writing and signed by or on behalf of the Party entitled to make the waiver.

15.10 Third-party rights

Except where this Agreement explicitly provides otherwise:

(a) it contains no stipulations for the benefit of a third party (*derdenbedingen*) which may be invoked by a third party against a Party; and

(b) where this Agreement contains a stipulation for the benefit of a third party (*derdenbeding*), this Agreement (including the relevant third party's rights under this Agreement) may be terminated in accordance with Clause 15.12 (*Termination*), or amended, supplemented or waived (in each case either in its entirety or in part) by the Parties acting jointly without that third party's consent.

15.11 Treatment of certain BW provisions

15.11.1 Without prejudice to Clauses 4.9 (*Long stop date*) and 6.3 (*Breach of Completion obligations*), each Party waives its right to rescind (*ontbinden*) this Agreement, in whole or in part, on the basis of article 6:265 BW or to request a competent court to amend this Agreement on the basis of article 6:230(2) BW. If a Party has made an error (*heeft gedwaald*) in making this Agreement, it shall bear the risk of that error and waives its right to nullify (*vernietigen)* this Agreement.

15.11.2 The applicability of articles 6:89, 7:17 and 7:20 up to and including 7:23 BW is excluded under or in connection with this Agreement.

15.12 Termination

15.12.1 This Agreement can only be terminated (i) in accordance with Clauses 4.9 (*Long stop date*) and 6.3 (*Breach of Completion obligations*) or (ii) by mutual agreement in writing between the Parties with specific reference to this Clause 15.12 (*Termination*).

15.12.2 A Party's right to terminate this Agreement, including the exercise thereof, will be in addition and without prejudice to (i) any other rights that Party has accrued and (ii) any other rights and remedies available to that Party under or otherwise in connection with this Agreement and under Law.

15.12.3 Clauses 12 (*Confidentiality*), 14 (*Miscellaneous*) and 16 (*Governing law and dispute resolution*) will survive any termination of this Agreement.

15.13 Acknowledgement of the Notary

Each Party acknowledges and agrees that:

(a) with reference to the Rules of Professional Conduct (*Verordening beroeps- en gedragsregels*) of the Royal Dutch Organisation of Civil Law Notaries (*Koninklijke Notariële Beroepsorganisatie*), (i) CMS acts as counsel to the Purchaser in connection with, or acts as counsel for or on behalf of the Purchaser in the event of any dispute relating to, this Agreement and any related agreement, (ii) the Notary will execute the notarial deeds connected with this Agreement and that (iii) the Notary is related to CMS as civil law notary;

(b) under Dutch law a bankruptcy (*faillissement*) or a suspension of payments (*surseance van betaling*) has retroactive effect to 00:00 Amsterdam, the Netherlands time on the date that the bankruptcy or suspension of payments is declared, and that, given this retroactive effect, the customary insolvency checks performed by the Notary in respect of any party on that date do not provide conclusive evidence that that party is not subject to bankruptcy proceedings or suspension of payments proceedings. In the event of bankruptcy proceedings or suspension of payments proceedings, the relevant party's bankruptcy trustee (*curator*) or administrator (*bewindvoerder*) may seek to claw back amounts transferred by such party, or annul any other acts performed by such party, on that date; and

(c) it is fully aware of the risks set out in Clause 15.13(b), explicitly accepts those risks and hereby instructs the Notary to make the payments referred to in and in accordance with this Agreement and the Payment Letter. Each Party furthermore agrees and confirms neither the Notary nor CMS is liable towards such Party for any consequences of a bankruptcy or suspension of payments (or similar procedures under the laws of any other jurisdiction) of any party.

15.14 No withholding and gross up

Any sum payable under this Agreement must be paid free and clear of all Tax Deductions except as required by Law. If a Party is required by Law to make a Tax Deduction, the amount of the payment will be increased to an amount which, after making the required Tax Deduction, leaves the recipient in the same after-Tax position as it would have been, had no Tax Deduction been required.

15.15 Payments to the Sellers

Unless explicitly agreed otherwise in writing, any payment in whatever form by the Purchaser to the Sellers under or in connection with this Agreement will be paid to each Seller at its Pro Rata Part.

15.16 Method of payment

15.16.1 Any payment under or otherwise in connection with this Agreement must be effected in euros unless otherwise agreed between the Parties, by crediting the full amount of the payment (without any deduction whatsoever, whether for bank transmission charges or otherwise) for same day value to the bank account specified by the Party entitled to the payment, reasonably in advance and in sufficient detail to enable payment by telegraphic or other electronic means to be effected, on or before the due date for payment.

15.16.2 Payment of any amount in accordance with this Agreement will be a good discharge to the payor (and those on whose behalf such payment is made) of its obligation to make such payment and the payor (and those on whose behalf such payment is made) will not be obliged to see to the application of the payment as between those on whose behalf the payment is received.

15.17 No set-off

Neither Party shall have any right of set-off against, deduction from or suspension of payment under this Agreement.

15.18 Adjustment of the Consideration

If, after Completion, any payment is made by the Sellers to the Purchaser or by the Purchaser to the Sellers pursuant to this Agreement, other than the payment of the Consideration at Completion or payment of interest pursuant to Clause 15.20 (*Interest*), such payment shall be deemed an adjustment of the Consideration equal to any such amount.

15.19 Costs

15.19.1 Unless this Agreement provides otherwise, all costs which a Party has incurred or will incur in preparing, concluding or performing this Agreement are for its own account.

15.19.2 The Purchaser shall directly or indirectly pay all stamp, real estate and other transfer, registration, sales and other similar Taxes, duties, fees, imposts, levies and charges and pay all (other) fees of the Notary payable in connection with the Payment Letter and the transfer of the Shares.

15.20 Interest

If any Party defaults in the payment when due of any amount payable under or otherwise in connection with this Agreement, the liability of that Party will be increased to include interest on that amount from the date when such payment is due (inclusive) under or otherwise in connection with this Agreement until the date of actual payment (exclusive) at the Interest Rate.

15.21 Notices

15.21.1 Any notice, request, consent, claim, demand and other communication between the Parties in connection with this Agreement (a "**Notice**") must be in writing and be given and be deemed to have been duly given if written in the English language and:

(a) delivered personally;

(b) delivered by registered post, with a copy by email, which copy does not constitute a Notice;

(c) sent by an internationally recognised overnight courier service such as Federal Express, with a copy by email, which copy does not constitute a Notice; or

(d) sent by email (following confirmation of receipt).

15.21.2 Notices under this Agreement shall be deemed to be:

(a) in the case of Notices delivered personally, sent and received on the date of receipt;

(b) in the case of Notices delivered by registered post, sent at the date of collection shown on the monitoring document produced by the post and received on upon confirmation of receipt;

(c) in the case of Notices sent by internationally recognised overnight courier service, sent at the date of collection shown on the monitoring document produced by the international courier service and received on the third Business Day following the day of sending;

(d) in the case of Notices sent by e-mail before 17:00 Amsterdam, the Netherlands time, sent the day of sending and received the day of sending (or the next Business Day if the day of sending is not a Business Day); and

(e) in the case of Notices sent by e-mails sent after 17:00 Amsterdam, the Netherlands time, sent and received the Business Day following the day of sending.

15.21.3 All Notices must be sent to the Persons and at the addresses set out in Schedule 15 (*Details for Notices*), or such other Persons or addresses as notified to the other Party from time to time.

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing law

This Agreement (including this Clause 16.1 (*Governing law*) and Clause 16.2 (*Dispute resolution*)) and the documents to be entered into pursuant to it, save as explicitly otherwise provided therein, and any non-contractual obligation arising out of or in connection therewith, are governed exclusively by Dutch law.

16.2 Dispute resolution

All disputes arising out of or in connection with this Agreement and the documents to be entered into pursuant to it, save as explicitly otherwise provided therein, including disputes concerning their existence, their validity and any non-contractual obligation, but excluding disputes concerning the determination of the amount of Additional Leakage in accordance with Paragraph 4 of Part 1 of Schedule 4 (*Leakage*), will be finally and exclusively resolved by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration institute (*Arbitragereglement van het Nederlands Arbitrage Instituut,* the "**NAI Arbitration Rules**"), taking into account that:

(a) the legal seat of the arbitration (*plaats van arbitrage*) will be Amsterdam, the Netherlands;

(b) the language of the arbitration will be English;

(c) the arbitral tribunal will consist of three arbitrators to be appointed in line with the NAI Arbitration Rules;

(d) the arbitral tribunal shall decide and make its arbitral award(s) in accordance with the rules of law (*naar de regelen des rechts*). The arbitral tribunal shall not assume the powers of an *amiable compositeur* or decide *ex aequo et bono*; and

(e) arbitral proceedings under this Clause 16.2 (*Dispute resolution*) may not be consolidated with other arbitral proceedings, whether on the basis of article 1046 of the Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*) or otherwise, except for other arbitral proceedings under this Clause 16.2 (*Dispute resolution*).

[SIGNATURES TO FOLLOW ON THE NEXT PAGES]

THIS AGREEMENT HAS BEEN SIGNED ON THE DATE STATED AT THE BEGINNING OF THIS AGREEMENT BY:

Committed Capital Fund I Coöperatie U.A.

By: Committed Capital Management B.V.
Title: Director
By: Wai Ki Chiu
Title: Director

By: Committed Capital Management B.V.
Title: Director
By: Albert van der Wal
Title: Director

Stichting Administratiekantoor Batoan

By: Committed Capital Management B.V.
Title: Director
By: Wai Ki Chiu
Title: Director

By: Committed Capital Management B.V.
Title: Director
By: Albert van der Wal
Title: Director

Mateflo B.V.

By: Frank Kerkhoff
Title: Director

FYEO WPP B.V.

By:
Stichting Administratiekantoor FYEO WPP
Title: Director
By: Committed Capital Management B.V.
Title: Director
By: Wai Ki Chiu
Title: Director

By:
Stichting Administratiekantoor FYEO WPP
Title: Director
By: Committed Capital Management B.V.
Title: Director
By: Albert van der Wal
Title: Director

Stichting Administratiekantoor FYEO WPP

By: Committed Capital Management B.V.
Title: Director
By: Wai Ki Chiu
Title: Director

By: Committed Capital Management B.V.
Title: Director
By: Albert van der Wal
Title: Director

EuroEyes Netherlands Holding B.V.

By: Dr. Jørn Slot Jørgensen
Title: Director

EuroEyes International Eye Clinic Limited

By: Dr. Jørn Slot Jørgensen
Title: Director

By: Marcus Bracklo
Title: Director

Solely for the purpose of Clause 4.5:

By: Dr. Jørn Slot Jørgensen

Stichting Administratiekantoor FYEO WPP

By: Committed Capital Management B.V.
Title: Director
By: Wai Ki Chiu
Title: Director

By: Committed Capital Management B.V.
Title: Director
By: Albert van der Wal
Title: Director

EuroEyes Netherlands Holding B.V.

Signiert von:
9C2100E280BA40E...

By: Dr. Jørn Slot Jørgensen
Title: Director

EuroEyes International Eye Clinic Limited

Signiert von:
9C2100E280BA40E...

By: Dr. Jørn Slot Jørgensen
Title: Director

Signiert von:
Marcus Bracklo
3600C4228C7E4AB...

By: Marcus Bracklo
Title: Director

Solely for the purpose of Clause 4.5:

Signiert von:
9C2100E280BA40E...

By: Dr. Jørn Slot Jørgensen

Schedule 1 Definitions and Interpretation

1 Definitions

Capitalised terms, including those used in the introduction and preamble of this Agreement, have the following meaning:

“**Accounts Date**” means 31 December 2024;

"**Additional Leakage**" has the meaning set out in Part 1 of Schedule 4 (*Leakage*);

"**Affiliate**" means the ultimate parent of a Party and any and all Persons with respect to which now or hereafter the ultimate parent of a Party, directly or indirectly, holds more than fifty per cent (50%) of the nominal value of the share capital issued, or more than fifty per cent (50%) of the voting power at the general meeting, or has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of that Person, excluding, in relation to Committed Capital, any Committed Capital Portfolio Companies or any funds directly or indirectly managed by Committed Capital Management B.V. or any of its Affiliates other than the fund(s) (indirectly) invested in the Company;

"**Agreement**" means this sale and purchase agreement including the Schedules;

"**Annual Accounts**" means the audited consolidated financial statements in respect of the Company for the twelve-month (12-month) period ending on the Accounts Date, as Disclosed in folder 11.3.1.1.11 of the Data Room;

"**Anti-Bribery Laws**" means any applicable law, rule, regulation or other legally binding measure relating to the prohibition and prevention of bribery, corruption, undue influence, fraud or similar or related activities with regard to any government official, commercial entity, or other any other person in any country;

"**Arnhem Fire Insurance Amounts**" means any insurance amounts received by the Group (whether by payment, set-off, discount or credit) in respect of the fire incident at the location on Meander 1101, 6825 MJ, Arnhem, the Netherlands, on or after the Effective Date, which amounts have not been booked as a receivable in the 2024 year end accounts or captured as income/cash flow in the Locked Box Compensation calculations;

"**Business Day**" means a day which is not a Saturday, a Sunday or a public holiday on which banks are open for normal business (other than for internet banking services only) in Amsterdam, the Netherlands;

"**Business Warranties**" means the warranties set out in Schedule 10 (*Business Warranties and Tax Warranties*) other than the Tax Warranties;

"**BW**" means the Dutch Civil Code (*Burgerlijk Wetboek*);

"**CIT**" means Dutch corporate income tax levied pursuant to the Dutch corporate income tax act 1969 (*Wet op de vennootschapsbelasting 1969*);

"**CMS**" means CMS Derks Star Busmann N.V.;

"**Committed Capital**" has the meaning set out in the preamble of this Agreement;

"**Committed Capital Portfolio Companies**" means any portfolio company in which any investment funds or vehicles, directly or indirectly, adviser or managed by Committed Capital Management B.V. or its successor or Affiliates (from time to time) hold an interest;

"**Company**" has the meaning set out in Recital (A);

"**Completion**" means the performance of all the actions set out in Clause 6.2 (*Completion actions*) and Schedule 7 (*Completion actions*);

"**Completion Conditions**" has the meaning set out in Clause 4.1;

"**Completion Date**" means the date on which the Completion actions set out in Clause 6.2.2 commence;

"**Completion Disclosure Letter**" has the meaning set out in Clause 8.7.2(b);

"**Confidentiality Letter**" means the confidentiality letter entered into on 24 April 2025, between the Company and (an affiliate of) the Purchaser, pursuant to which certain confidential information was made available to the Purchaser, its Affiliates and their respective Representatives;

"**Consideration**" has the meaning set out in Clause 3.1 (*Determination of the Consideration*);

"**Consultation Matter**" has the meaning set out in Clause 4.1(b);

"**Data Protection Laws**" means all supra-national, national, provincial, municipal or local laws, regulations, judgments, agreements, statutory instruments, decisions and orders, whether administrative, criminal or otherwise, and all guidelines and case-law relating thereto and/or rules, opinions, recommendations, and practices promulgated thereunder in respect to the processing and/or protection of personal data, including but not limited to: (a) the EU e-Privacy Directive 2002/58/EC as implemented by countries within the

European Economic Area and (b) the EU General Data Protection Regulation 2016/679 as implemented by countries within the EEA;

"**Data Room**" means the virtual data room for the Transaction containing documents and information relating to the Group, the contents of which are filed on a USB-stick (with cut-off date 19 February 2026 at 10:21 GMT as confirmed by a confirmation letter of Datasite) as delivered by the Sellers to the Purchaser as soon as practicable after the Signing Date;

"**Deed of Transfer**" means the notarial deed of transfer of the Shares to be agreed between Signing and Completion substantially in the form as included in Schedule 8 (*Draft Deed of Transfer*) in accordance with Clause 5.6 (*Finalisation of the Deed of Transfer and Payment Letter, execution of the Payment Letter and Deeds of Release*) and to be executed by the Notary, and only including provisions essential to effectuate the transfer of the Shares and not including other arrangements such as representations or warranties;

"**Deeds of Release**" means any deed of release duly signed by the security agent or any other beneficiary of any Encumbrance under the Existing Debt Facilities:

(a) confirming that the relevant Group Companies are released from any obligations under the Existing Debt Facilities; and

(b) evidencing the irrevocable release of all Encumbrances created over the shares of any Group Company and any assets of the Group Companies in connection with the Existing Debt Facilities,

subject only to and effective immediately upon the Notary holding the Refinancing Amount for the relevant finance parties to the Existing Debt Facilities in accordance with the Payment Letter;

"**Defaulting Party**" has the meaning set out in Clause 6.3.1;

"**Disclosed**" means facts, matters or other information which have been included or provided in the Disclosed Information in such a manner and with such detail that a prudent individual who is knowledgeable in the relevant field reviewing the relevant information should reasonably be able to identify and assess on a *prima facie* basis the legal, commercial or other non-financial relevance of such disclosure, without the need for any further investigation and without it being necessary to cross-refer to other documents outside of the Disclosed Information;

"**Disclosed Information**" means:

(a) this Agreement;

(b) the Due Diligence Information;

(c) the Disclosure Letter; and

(d) the Completion Disclosure Letter (with respect to the Sellers' Business Warranties (excluding the Fundamental Warranties) and/or Tax Warranties and/or potential claims under the Tax Covenant as repeated at Completion only, including for the avoidance of doubt, any documents attached thereto);

"**Disclosure Letter**" means the letter from the Sellers to the Purchaser, dated on or before the Signing Date, including any attachments thereof, an executed copy of which is attached as Schedule 10 (*Business Warranties and Tax Warranties*) ;

"**Due Diligence Information**" means:

(a) the information contained in the Data Room, including the questions raised and answers provided as included in the Data Room; and

(b) the Sell-side Reports;

"**Dutch Works Councils Act**" means the Dutch Works Councils Act *(Wet op de Ondernemingsraden)*;

"**Effective Date**" means 1 January 2025;

"**Employees**" means all those persons employed by the Group at Signing;

"**Encumbrance**" means any claim, charge, pledge, mortgage, lien, option, equity, power of sale, hypothecation, usufruct, retention of title, right of pre-emption, right of first refusal or other third-party security interests of any kind or an agreement to create any of the foregoing;

"**Envisaged Completion Date**" means the date on which Completion is envisaged to take place pursuant to Clause 6.1 (*Completion Date and place*);

"**Equity Consideration**" has the meaning set out in Clause 3.1(a);

"**EUR**" or "**euro**" means the official currency of the Netherlands as at the Signing Date, it being understood, however, that if such currency is no longer the official currency of the Netherlands at the date on which an amount becomes due and payable under or otherwise in connection with this Agreement, "**EUR**" or "**euro**" will be deemed to refer to its equivalent in the official currency of the Netherlands using the applicable conversion rate at such date, and, in respect of the provisions in Clause 5.1.1 and the provisions in Schedule 10 (*Business Warranties and Tax Warranties*), "**EUR**" or "**euro**" also means its equivalent in any other currency;

"**EV-to-Equity Bridge**" means the enterprise value to Equity Consideration bridge as included in Schedule 5 (*EV-to-Equity Bridge*);

"**Existing Debt Facilities**" means a facilities agreement originally dated 29 April 2021, as amended on 1 February 2022, as amended and restated on 30 June 2023 and as amended on 10 March 2025 between FYEO Europe B.V., FYEO Medical Group B.V. and FYEO B.V. as borrowers and joint and several co-debtors and ING Bank N.V.;

"**Export Control Laws**" means (i) the EC Regulation 428/2009, as replaced and amended by EU Regulation 2021/821 since 9 September 2021, Council Common Position 2008/944/CFSP, as amended by Council Decision (CFSP) 2019/1560 of 16 September 2019, and the implementing laws and regulations of the relevant EU member states; (ii) the U.S. Export Administration Act, U.S. Export Administration Regulations, U.S. Arms Export Control Act, U.S. International Traffic in Arms Regulations, and their respective implementing rules and regulations; (iii) the U.K. Export Control Act 2002 (as amended and extended by the Export Control Order 2008) and its implementing rules and regulations; (iv) and other similar export control laws or restrictions applicable to the Group Companies and their respective operations from time to time;

"**Extended Completion Date**" has the meaning set out in Clause 6.3.1(b);

"**Fundamental Warranties**" has the meaning set out in Clause 7.1 (*Fundamental Warranties*);

"**FYEO WPP**" has the meaning set out in the preamble of this Agreement.

"**Governmental Authority**" means, to the extent it has jurisdiction in respect of the relevant matter, any judicial, legislative, executive, regulatory or competition authority or any other governmental authority, of the Netherlands or any other jurisdiction, including of the European Union;

"**Governmental Order**" means any final and non-appealable order, writ, judgement, injunction, decree, declaration, stipulation, determination or award issued by or entered into with any Governmental Authority;

"**Group**" means the Company and any of its (direct and indirect) subsidiaries as set out in Schedule 3 (*Group Companies*), which includes Stichting FYEO Medical, and each a "**Group Company**";

"**Guarantee**" means any guarantee, indemnity, surety, letter of comfort, co-signing, joint assumption or other assurance, security, obligation to contribute (*bijdrageplicht*) or keep whole (*instandhouding*), or undertaking, given by a Person to secure or support the obligations (actual or contingent) of any other Person, whether given directly, by way of counter-indemnity, or otherwise and excluding, for the avoidance of doubt, any secondary Tax liability (arising) pursuant to the general tax collection act (*Invorderingswet 1990*);

"**HKEX Listing Rules Condition**" has the meaning set out in Clause 4.1(c);

"**Individual Claims**" has the meaning set out in Clause 8.2.1(a);

"**Intellectual Property**" has the meaning set out in paragraph 12.1 of Schedule 10 (*Business Warranties and Tax Warranties*);

"**Interest Rate**" means an interest rate of (a) three month (3 month) EURIBOR or, if and when such interest rate is no longer available, a comparable ESTER rate, plus (b) one per cent (1%);

"**Interim Period**" means the period starting at the Effective Date (included) and ending at the moment immediately prior to the execution of the Deed of Transfer;

"**Key Employees**" means Rens Schoenmakers, Linda Faassen, Leonie Claes, Frank Kerkhoff, and Niels de Wildt, and each a "**Key Employee**";

"**Knowledge of the Group**" or any similar expression means, with respect to any fact or matter, the actual knowledge of Rens Schoenmakers and Linda Faassen, without them being required to make inquiries. The Knowledge of the Group will in any event not be attributable to the Sellers;

"**Knowledge of the Sellers**" or any similar expression means, with respect to any fact or matter, in respect of (i) Committed Capital, the actual knowledge of Albert van der Wal, (ii) STAK Batoan, the actual knowledge of Albert van der Wal, (iii) Mateflo, the actual knowledge of Frank Kerkhoff (iv) FYEO WPP, the actual knowledge of Albert van der Wal and (v) STAK FYEO, the actual knowledge of Albert van der Wal. The Knowledge of the Group will in any event not be attributable to the Sellers;

"**Law**" means any applicable statute, law, treaty, ordinance, order, rule, directive, regulation, or code as well as any executive order, injunction, judgment, decree or other requirement of any Governmental Authority;

"**Leakage**" has the meaning set out in Part 1 of Schedule 4 (*Leakage*);

"**Leakage Amount**" has the meaning set out in Part 1 of Schedule 4 (*Leakage*);

"**Leakage Notice**" means the Notice from the Sellers to the Purchaser, specifying the Leakage Amount and related information in accordance with Clause 5.5 (*Delivery of the Leakage Notice*), substantially in the form included in Part 2 of Schedule 4 (*Leakage*);

"**Leased Properties**" means the real properties leased by (*gehuurd door*) the Group Companies at Signing;

"**Liabilities**" means all liabilities, duties, and obligations of every description, whether deriving from contract, common law, Law or otherwise, whether present or future, actual or contingent, ascertained or unascertained, or disputed and whether owed or incurred severally or jointly or as principal or surety, and "**Liability**" means any one of them or the relevant one of them, as the context requires;

"**Locked Box Compensation**" means a daily ticker amount calculated in accordance with Schedule 6 (*Locked Box Compensation*), multiplied by the number of calendar days lapsed in the period as from the Effective Date (included) until the Completion Date (included), provided that if Completion has not yet occurred on 15 July 2026 the daily ticker amount shall as of such date be increased to EUR 30,000 per calendar day (until and including the Completion Date);

"**Losses**" means all damage, losses, liabilities, costs (including reasonable legal costs and reasonable experts' and consultants' fees), charges, expenses, claims and demands assessed in accordance with article 6:96 et seq. BW;

"**Management Accounts**" means the management accounts of the Group as from the Effective Date up to and including 31 December 2025, as Disclosed in folder 14.1.5.2 Data Room;

"**Management Board**" means the management board of the Company;

"**Mateflo**" has the meaning set out in the preamble of this Agreement;

"**Material Leased Properties**" means the following real properties leased by the Group: (i) Koperslager 6, 5521 DE Eersel, the Netherlands; (ii) Meander 1101, 6825 MJ, Arnhem, the Netherlands and (iii) De Boelelaan 1065, 1082 SB Amsterdam, the Netherlands;

"**Non-Defaulting Party**" has the meaning set out in Clause 6.3.1;

"**Notary**" means civil law notary Martijn van der Bie, or any other civil law notary of CMS, or such civil law notary's substitute;

"**Notary Account**" means the third party bank account of Notary with IBAN NL10RABO0103368604 and SWIFT RABONL2U;

"**Notice**" has the meaning set out in Clause 15.21.1;

"**NZa**" means the Dutch Healthcare Authority (*Nederlandse Zorgautoriteit*);

"**NZa Clearance Condition**" has the meaning as set out in Clause4.1(a);

"**NZa Filing**" has the meaning as set out in Clause 4.1(a);

"**Parties**" means the Sellers and the Purchaser, and "**Party**" means any one of them or the relevant one of them, as the context requires;

"**Payment Letter**" means the letter of the Notary stipulating and arranging the flow of funds at Completion to be agreed in good faith between Signing and Completion substantially in the form as included in Schedule 9 (*Draft Payment Letter*) and to be executed between the Notary, the Sellers, the Purchaser, the relevant agents and/or lenders under the Facilities Agreement in accordance with Clause 5.6 (*Finalisation of the Deed of Transfer and Payment Letter, execution of the Payment Letter and Deeds of Release*);

"**Permitted Leakage**" has the meaning set out in Part 1 of Schedule 4 (*Leakage*);

"**Person**" means an individual, a company or corporation, a partnership, a limited liability company, a trust, an association, a foundation or other legal entity or unincorporated organisation, including any Governmental Authority, whether or not having separate legal personality and whether incorporated or registered;

"**Pro Rata Part**" means for each Seller, the percentage as set out in Schedule 2 (*Shareholding overview*), as will be updated prior to Completion;

"**Purchaser**" has the meaning set out in the preamble of this Agreement;

"**Purchaser Guaranteed Obligations**" has the meaning set out in Clause 13.1(a);

"**Purchaser's Deal Team**" means Mr. Marcus Bracklo and Dr. Jørn Slot Jørgensen;

"**Purchaser's Group**" means the Purchaser's Guarantor, the Purchaser and their respective Affiliates from time to time, including, after Completion, the Group Companies;

"**Purchaser's Guarantor**" has the meaning set out in the preamble of this Agreement;

"**Purchaser's Guarantor Warranties**" has the meaning set out in Clause 13.2 (*Purchaser's Guarantor Warranties*);

"**Purchaser's Warranties**" has the meaning set out in Clause 9.1 (*Purchaser's Warranties*);

"**Refinancing Amount**" has the meaning set out in Clause 5.4 (*Refinancing*);

"**Relevant Indemnified Party**" has the meaning set out in Clause 11.4 (*Procedure for Third-Party Claims*);

"**Relevant Indemnifying Party**" has the meaning set out in Clause 11.4 (*Procedure for Third-Party Claims*);

"**Relief**" means any relief, allowance, amortisation, tax loss, depreciation, credit, deduction, reduction, reduced rate, exemption, set-off or other relief of a similar nature granted or available in relation to Tax and any repayment or right to repayment or refund or saving of Tax;

"**Representative**" means any director, officer, employee, advisor, accountant or other agent of the Person concerned;

"**Restricted Activity**" has the meaning set out in Clause 14.1.1(a);

"**Sanctions Laws**" means any Laws, directives, regulations and binding judgments relating to export control and economic sanctions of the United States of America, the United Nations Security Council, the United Kingdom and the European Union (or any Member State thereof);

"**Sellers**" has the meaning set out in the preamble of this Agreement and "**Seller**" means any one of them;

"**Sellers' Group**" means the Sellers and their Affiliates, from time to time, excluding the Group Companies;

"**Sellers' Representative**" means Committed Capital;

"**Sellers' Warranties**" means the Fundamental Warranties, the Business Warranties and the Tax Warranties;

"**Sell-side Reports**" means:

(a) the financial vendor due diligence report on financial, tax, pensions matters of the Group, prepared by PricewaterhouseCoopers Advisory N.V. and dated 28 April 2025;

(b) the commercial vendor due diligence report in respect of the Group, prepared by L.E.K. Consulting and dated 13 May 2025;

(c) the vendor assist report on IT matters of the Group, prepared by PricewaterhouseCoopers Advisory N.V. and dated 28 April 2025; and

(d) the legal fact book prepared by De Brauw Blackstone Westbroek N.V. in connection with the Transaction and dated 5 June 2025.

"**Signing**" means the signing of this Agreement by the Parties;

"**Signing Date**" means the day on which the last Party has signed this Agreement;

"**STAK Batoan**" has the meaning set out in the preamble of this Agreement;

"**STAK FYEO**" has the meaning set out in the preamble of this Agreement;

"**Subsidiary**" means all Group Companies other than the Company;

"**Success Fee**" means the success fee paid or payable by the Group in accordance with the FYEO Success Fee Exit Plan dated 5 February 2021;

"**Tax**" or "**Taxation**" means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, tourism, sales, energy, imposts or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, customs, contributions, withholdings, rates, charges, imposts and levies (including without limitation national social security contributions and any other payroll taxes), any liability for repayment of unlawful state aid in relation to Tax, customs and other import or export duties, whenever and wherever imposed (whether imposed by way of a withholding or deduction or otherwise and whether by way of a primary or secondary liability), and in respect of any Person as well as all interest, fines and penalties relating thereto;

"**Tax Audit**" means any audit, investigation, visit, inspection, assessment, discovery, access order, or other proceedings from any Tax Authority with respect to any Tax matter of a Group Company;

"**Tax Authority**" means any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration, collection, or administration and collection of Tax or enforcement of any Law in relation to Taxation;

"**Tax Benefit**" means:

(a) any Tax Refund received or realised by any Group Company or a member of the Purchaser's Group;

(b) any reduction of Tax otherwise due by any Group Company or a member of the Purchaser's Group; and

(c) the net present value of any future Relief, including a Relief in the form of additional depreciation or amortisation allowances, at the level of any Group Company or member of the Purchaser's Group. The net present value of such a future Relief will be calculated (i) using a discount rate of five per cent (5%), (ii) as per the date any amount is due in respect of the relevant claim, (iii) on the basis of the then prevailing Tax rates and (iv) on the assumption that such Relief shall be used after any other available Relief,

in each case reduced by the non-recoverable Taxes and costs (reasonably expected to be) incurred by the relevant Group Company or member of the Purchaser's Group in connection with the realization thereof;

"**Tax Claims**" means any claim under the Tax Covenant or in respect of a breach of a Tax Warranty;

"**Tax Covenant**" means the covenant relating to Taxation set out in Paragraph 2 (*Tax Covenant*) of Schedule 11 (*Tax*);

"**Tax Deduction**" means any deduction or withholding for or on account of Tax;

"**Tax Refund**" means a rebate, refund or repayment in respect of Tax;

"**Tax Return**" means any return, declaration, election, report or information relating to Taxes, including any schedule or attachments to, and any amendment of, any return, declaration, report or information relating to Taxes;

"**Tax Warranties**" means the warranties set out in Paragraph 17 of Schedule 10 (*Business Warranties and Tax Warranties*);

"**Third-Party Claim**" has the meaning set out in Clause 11.4 (*Procedure for Third-Party Claims*);

"**Transaction**" has the meaning set out in Recital (B);

"**VAT**" means within the European Union any Tax as may be levied in accordance with (but subject to derogations from) Directive 2006/112/EC and outside the European Union any Tax levied by reference to added value, sales or consumption;

"**Works Council**" means the works council established at the level of the Company;

"**Works Council Condition**" has the meaning set out in Clause 4.1(b);

"**W&I Insurance Policy**" means the insurance policy pursuant to the warranty and indemnity insurance taken out by the Purchaser as beneficiary in connection with the Transaction prior to the Signing Date, attached as Schedule 13 (*W&I Insurance Policy*);

"**W&I Insurance Provider**" means the provider of any W&I Insurance Policy to the Purchaser; and

"**W&I Insured Amount**" means the insured amount as set forth in the W&I Insurance Policy.

2 Headings and references to Clauses, Schedules, Parts and Paragraphs

2.1 Headings have been inserted for convenience of reference only and do not affect the interpretation of any of the provisions of this Agreement.

2.2 A reference in this Agreement to:

(a) a Clause is to the relevant clause of this Agreement;

(b) a Schedule is to the relevant schedule to this Agreement;

(c) a Part is to the relevant part of the relevant Schedule; and

(d) a Paragraph is to the relevant paragraph of the relevant Schedule.

2.3 All recitals, annexes, exhibits and schedules hereto, represent an integral part of this Agreement and references to this Agreement includes this Agreement and the schedules as a whole.

3 References to Liabilities and obligations

Any reference in this Agreement to a Liability or obligation of any member of the Purchaser's Group is deemed to incorporate a reference to an obligation on the part of the Purchaser to procure that the relevant Liability is discharged or obligation is performed by the relevant member(s) of the Purchaser's Group, on the terms of and subject to the conditions set out in this Agreement.

4 Information

References to books, records or other information include books, records or other information stored in any form including paper, magnetic media, films, microfilms, electronic storage devices and any other data carriers.

5 Reasonable and best efforts

Where any obligation is qualified by or phrased by reference to use commercially reasonable efforts, reasonable efforts, best efforts or wording of a similar nature, it means the efforts that a Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible and, regard shall be had, among other factors, to: (i) the price, financial interest and other terms of the obligation, (ii) the degree of risk normally involved in achieving the expected result, and (iii) the ability of an unrelated Person to influence the performance of the obligation, it being understood that any reference to commercially reasonable, reasonable or best efforts by the Sellers shall be limited to the exercise by the Sellers of all rights available to such Seller in the respect of any Group Company, whether through its contractual or legal voting or consent rights (including veto rights and omitting to use such rights).

6 Legal terms

In respect of any jurisdiction other than the Netherlands, a reference to any Dutch legal term is to be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction.

7 Material negative impact

Any reference in Clause 4.4 (*Works Council Condition*) of this Agreement to conditions or restrictions that would impose obligations or restrictions or otherwise that would have a "negative impact" (and as a result also "material negative impact"), shall in any event exclude (i) any actions required by Law, and

(ii) (any commitment regarding) any arrangements already reflected in the request for advice that have been approved by the Purchaser.

8 Other references

8.1 Whenever used in this Agreement, the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation".

8.2 Whenever used in this Agreement, the words "as of" will be deemed to include the day or moment in time specified thereafter.

8.3 Whenever used in this Agreement, the term "third party" means any Person or entity other than the Sellers, the Purchaser, the Purchaser's Guarantor and their respective Affiliates.

8.4 Whenever used in this Agreement, the term "fraud" will be deemed to refer to fraud (*bedrog*) within the meaning of article 3:44 BW.

8.5 Any reference in this Agreement to any gender includes all genders, and words importing the singular include the plural and vice versa.

8.6 An action taken by a Person will be deemed to have been taken in the "ordinary course of business" if such action is consistent with the past practices over the eighteen (18) months prior to the Signing Date of such Person and is taken in the ordinary course or for the normal day-to-day operations of such Person.

8.7 Any reference in this Agreement to "arm's length" means the conditions which would be obtained between comparable, independent and *bona fide* persons in comparable transactions between unrelated persons, provided that any transfer to a *bona fide* third party is considered "arm's length".

9 No presumption against drafting Party

The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting that agreement or document.

Schedule 2 Shareholding overview[3]

Shareholder	Number of ordinary Shares A	Percentage of ordinary Shares A	Number of ordinary shares B	Percentage of ordinary shares B	Number of ordinary shares C	Percentage of ordinary shares C	Percentage of ordinary shares D	Percentage of ordinary shares D	Pro Rata Part
Committed Capital Fund I Coöperatie U.A.	2,520	70%	N/A	N/A	236,400	59,1%	N/A	N/A	58.606%
Stichting Administratiekantoor Batoan	720	20%	N/A	N/A	67,600	16,9%	N/A	N/A	16.759%
Mateflo B.V.	360	10%	N/A	N/A	40,000	10%	N/A	N/A	9.901%
FYEO WPP B.V.	N/A	N/A	N/A	N/A	56,000	14%	4,041	100%	14.728%
Stichting Administratiekantoor FYEO WPP	N/A	N/A	28	100%	N/A	N/A	N/A	N/A	0.006%
Total	**3,600**	**100%**	**28**	**100%**	**400,000**	**100%**	**4,041**	**100%**	**100%**

3 **Note to draft**: to be updated prior to Completion.

Schedule 3 Group Companies

No.	Company	Country	Direct or indirect ownership of shares at Signing
1.	FYEO Europe B.V.	The Netherlands	N/A
2.	FYEO Medical Group B.V.	The Netherlands	100%
3.	FYEO B.V.	The Netherlands	100%
4.	Stichting FYEO Medical	The Netherlands	N/A

Schedule 4 Leakage

PART 1 LEAKAGE PROVISIONS

1 Definitions

Capitalised terms used in this Schedule 4 (*Leakage*) but not defined herein have the meaning as set out in Schedule 1 (*Definitions and Interpretation*). The following capitalised terms used in this Schedule 4 (*Leakage*) have the following meaning:

"**Additional Leakage**" means Leakage that has not been taken into account in determining the Consideration in accordance with Paragraph 2 of Part 1 of this Schedule 4 (*Leakage*) and which was not otherwise reimbursed to the Purchaser or the Group by any Seller or any of their Affiliates (excluding the Group Companies);

"**Additional Leakage Notice**" has the meaning set out in Paragraph 4.1 of Part 1 of this Schedule 4 (*Leakage*);

"**Additional Leakage Period**" has the meaning set out in Paragraph 4.1 of Part 1 of this Schedule 4 (*Leakage*);

"**Advisory Fees**" means any amount of fees, costs, and expenses of lawyers, accountants, brokers, finders, financial advisory, financial and tax assistance, data room advisory services, and other advisors to the extent in respect of the Transaction (including the Sell-side Reports), paid or incurred, including by way of on charge by a Seller or payment on behalf of a Seller, by any Group Company prior to or as part of Completion (including, for the avoidance of doubt, any advisory fees and costs of the Group in connection with the institutional (re)investments and the creation of a management incentive plan, as part of (the process leading up to) the Transaction) and any advisory fees and costs of the Group in connection with the preparation by GNP of the German regulatory memorandum dated 5 June 2025;

"**Consultation Period**" has the meaning set out in Paragraph 4.4 of Part 1 of this Schedule 4 (*Leakage*);

"**Independent Expert**" has the meaning set out in Paragraph 4.4 of Part 1 of this Schedule 4 (*Leakage*);

"**Lawyer**" has the meaning set out in Paragraph 6 of Part 1 of this Schedule 4 (*Leakage*);

"**Leakage**" means an amount equal to the sum of the following items, without duplication:

(a) any dividends or other distributions, whether by way of share redemption, share capital reduction or otherwise, and any other payment in respect of any share capital of any Group Company, in each case whether in cash or in kind, paid or made by any Group Company to and for the benefit of any Seller or any of their Affiliates (excluding the Group Companies), excluding, for the avoidance of doubt, the Consideration;

(b) the value of any asset, right or other benefit transferred by any Group Company to and for the benefit of any Seller or any of their Affiliates (excluding the Group Companies);

(c) the value of any waiver, deferral, release, or forgiveness by any Group Company of any obligation, indebtedness or liability owed by any Seller or any of their Affiliates (excluding the Group Companies) to that Group Company;

(d) any indebtedness or liability incurred or assumed or discharged by any Group Company to any Seller or any of their Affiliates (excluding the Group Companies);

(e) any Advisory Fees;

(f) any bonus (in cash or in kind) paid or payable to any of the Group's directors or employees incurred or reimbursed by, or charged to, any Group Company, specifically as an incentive to pursue or complete the Transaction, excluding, for the avoidance of doubt, any amounts paid or payable as a result of a sale of depositary receipts in STAK FYEO WPP (which is the sole shareholder of FYEO WPP B.V.) or a sale of shares in Mateflo B.V. by any of the Group's former or current directors or employees, but including any amounts paid as part of the Success Fee;

(g) any amounts for any management, advisory or service fees or other similar fees paid or payable at any time by any Group Company to any Seller or any of their Affiliates (excluding the Group Companies) as a result of or otherwise in connection with the Transaction;

(h) any agreement or undertaking by any Group Company to do any of the items in (a) through (g) above; and

(i) any amount of Tax (excluding recoverable Taxes, provided that any VAT is not considered ‘recoverable’ for this purpose but shall be dealt with pursuant to and in accordance with Paragraph 5 (*Leakage Tax Benefits*) and Part 3 of this Schedule 4 (*Leakage*) imposed on or payable by any Group Company with respect to the items (a) through (g) above;

in each case unless to the extent:

(i) the amount is designated as Permitted Leakage in Paragraph 3 of Part 1 of this Schedule 4 (*Leakage*);

(ii) the amount is covered by any specific allowance, provision, accrual or reserve in the Annual Accounts. For this purpose, an allowance, provision, accrual or reserve shall be deemed to be specific if it can be reasonably evidenced on the basis of the financial administration of the Group that such allowance, provision or reserve was intended by the management of the Group to relate fully or partly to the relevant fact, matter or claim;

(iii) the item is explicitly reflected in the EV-to-Equity Bridge (as net debt or other debt like item);

(iv) explicitly, and in an identifiable manner reflected in the calculation of the Locked Box Compensation; or

(v) the Sellers have reimbursed or will reimburse the relevant Group Company for the relevant item prior to, or as part of, Completion (without any costs to the relevant Group Company);

"**Leakage Tax Benefit**" has the meaning set out in Paragraph 5.1 of Part 1 of this Schedule 4 (*Leakage*);

"**Nominated Independent Expert**" has the meaning set out in Paragraph 4.4 of Part 1 of this Schedule 4 (*Leakage*); and

"**Response Notice**" has the meaning set out Paragraph 4.2 of Part 1 of this Schedule 4 (*Leakage*).

2 Leakage Amount

Pursuant to Clause 3.1 (*Determination of the Consideration*) of this Agreement, an amount (the "**Leakage Amount**") equal to the sum of all known Leakage *minus* the aggregate amount of any capital contributions made by or on behalf of the Sellers to any Group Company, to the extent occurring in the Interim Period and calculated on an after-Tax basis in accordance with Paragraph 5 of Part 1 of this Schedule 4 (*Leakage*) is taken into account for the calculation of the Consideration. The Sellers hereby confirm that no such capital contributions have been made since the Effective Date nor are any such contributions expected to be made in the Interim Period.

3 Permitted Leakage

The Parties acknowledge and agree that each Group Company will be entitled to make or have made or commit to the following payments in the Interim Period (the "**Permitted Leakage**") and such payment or commitment will not qualify as Leakage:

(a) any costs and payments or liabilities incurred by the Group as a result of or in connection with submitting the NZa Filing and fulfilling the NZa Clearance Condition, with a maximum of EUR 35,000 (excluding VAT);

(b) a maximum amount of EUR 75,000 (excluding VAT) in respect of services provided by the Sellers' Group to the Group under the agreement between the Group and Committed Capital as uploaded to the Data Room (Data Room file 13.2.6.1);

(c) an amount of EUR 75,000 (including VAT) has been paid in 2025 (included in opex for the Locked Box Compensation calculation), and the same amount will be paid in 2026 to the related party RSS Europe B.V. for the development, maintenance, and support in relation to the use of the ReVision software, consistent with past practice on the terms as Disclosed;

(d) an amount of EUR 484,000 (including VAT) has been paid in 2025 (included in capex for the Locked Box Compensation calculation), an amount of EUR 121,000 (including VAT) will be paid in 2026 and an amount of EUR 121,000 (including VAT) will be paid in 2027, relating to the payment of the purchase price under the agreement between FYEO Medical Group B.V. and the related party RSS Europe B.V. for the acquisition of the ReVision IT system;

(e) any (on-)payment (through a dividend or otherwise) in connection with the Arnhem Fire Insurance Amounts;

(f) if applicable, any advisory costs incurred by the Group for employee consultation in accordance with the Dutch Works Council Act (*Wet op de Ondernemingsraden*), up to a maximum of EUR 25,000 (excluding VAT);

(g) the payment of fees, (break) costs and expenses in relation to any termination and repayment of Existing Debt Facilities (other than the principal amount and any interest accrued), up to a maximum amount of EUR 50,000;

(h) any payments made in respect of the management or consultancy or supervisory board fees or other similar fees, or salary, bonus, pensions contributions, life assurance payments, medical insurance, car allowances, other allowances or remuneration, expenses and holiday pay accrued and due to the Sellers or any of their Affiliates in the ordinary course of business in accordance with the relevant agreements uploaded to Data Room clean team folder 2.2, which payments are all included in the reported EBITDA of the Group, and for the following amounts for the calendar year 2025:

(i) payments to the management team (excluding the medical director) for an amount of EUR 1,104,000;

(ii) payments to the medical director related to doctors' fees payable for surgeries performed under surgeon contracts and management fees for his role as medical director for a total amount of EUR 1,238,817;

(iii) payments related to medical insurance for an amount of EUR 15,037;

(iv) payments related to supervisory board fees for an amount of EUR 35,000,

and in respect of the period as of 1 January 2026, amounts that are equal to the amounts for 2025 (subject to customary annual adjustments), pro-rated for the period up to Completion, except for the doctors' fees in which respect no maximum amount shall apply for 2026.

(i) any amounts or Liability incurred or paid or agreed to be paid or payable in connection with any matter undertaken by or on behalf of any Group Company at the written request or with the written agreement of the Purchaser, whereby, without prejudice to Clause 4.5 (*HKEX Listing Rules Condition undertaking*), this Permitted Leakage item (i) includes the engagement with Montis-Q, provided that any such amounts or Liability must be pre-approved by the Purchaser in writing; and

(j) without double counting, any amount of Tax imposed on or payable by any Group Company with respect to the items (a) through (i) above.

4 Additional Leakage

4.1 If and to the extent that the Purchaser, within eight (8) months after Completion (such period, the "**Additional Leakage Period**"), identifies that Additional Leakage has occurred in the Interim Period, the Purchaser will be entitled to deliver within this Additional Leakage Period, a Notice to the Sellers'

Representative setting out the Additional Leakage, together with reasonable evidence of the Additional Leakage (an "**Additional Leakage Notice**"). If and to the extent the Purchaser does not deliver such Additional Leakage Notice within the Additional Leakage Period, the Leakage Amount will be as set out in the Leakage Notice.

4.2 The Sellers' Representative shall within twenty (20) Business Days of receipt of the Additional Leakage Notice deliver a Notice to the Purchaser responding to the Additional Leakage Notice (a "**Response Notice**").

4.3 After delivery of the Response Notice, to the extent the Response Notice disputes the Additional Leakage Notice, the Sellers and the Purchaser shall negotiate in good faith with the aim to reach agreement on the amount of Additional Leakage.

4.4 If the Sellers and the Purchaser do not reach agreement on the amount of Additional Leakage within twenty (20) Business Days of receipt of, or the due date of, the Response Notice (the "**Consultation Period**"), the amount of Additional Leakage shall be determined by an independent expert (the "**Independent Expert**") subject to each of the following:

(a) the Sellers and the Purchaser will be entitled to jointly nominate a reputable firm of registered accountants (*registeraccountants*) in the Netherlands and with international standing to be the Independent Expert, being Deloitte, EY, KPMG or PwC (the "**Nominated Independent Expert**");

(b) if the Purchaser and the Sellers agree to the Nominated Independent Expert within ten (10) Business Days after the end of the Consultation Period, this Nominated Independent Expert will be the Independent Expert, however, if the Sellers and the Purchaser do not agree on the Nominated Independent Expert within ten (10) Business Days after the end of the Consultation Period, they will each be entitled to request the chairperson of the Dutch Professional Institute for Accountants (*NBA*) to nominate a reputable firm of registered accountants (*registeraccountants*) in the Netherlands of international standing being either Deloitte, EY, KPMG or PwC, or, in case each of these firms is unable to accept the instruction, another reputable firm of registered accountants, to be the Independent Expert and upon nomination such firm shall be deemed to be appointed as Independent Expert;

(c) the terms of reference for the Independent Expert will be to determine the amount of Additional Leakage, if any, which shall be in the range of the amount of Additional Leakage set out in the Additional Leakage Notice as furnished by the Purchaser and the amount of Additional

Leakage set out in the Response Notice as furnished by the Sellers within fifteen (15) Business Days of its appointment;

(d) the Sellers and the Purchaser are given a reasonable opportunity to make written representations to it;

(e) the Sellers will provide the Purchaser, and vice versa, with a copy of any written representations at the same time as they are made to the Independent Expert;

(f) the Independent Expert will be entitled to determine the procedure applicable to the determination of the amount of Additional Leakage, if any;

(g) the Independent Expert shall act as expert and not as arbitrator and shall determine the dispute by means of a binding advice (*bindend advies*); and

(h) the determination of the Independent Expert will be final and binding on the Parties, save in the event of manifest error, in which event the relevant part of the determination will be remitted to the Independent Expert for correction.

4.5 If for any reason no Independent Expert is appointed within forty (40) Business Days after the receipt of the Response Notice, the Parties shall refer the dispute on the amount of Additional Leakage to the Amsterdam District Court in accordance with Clause 16.2 (*Dispute resolution*).

4.6 The Sellers shall pay to the Purchaser any amount of Additional Leakage agreed or determined in accordance with Paragraphs 4.1 through Paragraph 4.5, calculated in accordance with Paragraph 5 (*Leakage Tax Benefits*), within thirty (30) Business Days of agreement or determination, as an adjustment of the Consideration.

5 Leakage Tax Benefits

5.1 Subject to Paragraph 5.2, any amount of Leakage will be calculated on an after-Tax basis. For this purpose, "on an after-Tax basis" means the amount of each Leakage item:

(a) *minus* the amount of VAT actually recoverable by a Group Company on or after the Effective Date in respect of such Leakage item; and

(b) *minus* an amount equal to any reduction of the taxable result for CIT or similar tax purposes of the Group Companies resulting from the deductibility of the Leakage item multiplied by the applicable (corporate) income or similar tax rate under Law,,

to the extent such amounts were not included in the EV-to-Equity Bridge as an asset (each of them a "**Leakage Tax Benefit**"), as agreed in Part 3 of this Schedule 4 (*Leakage*) or as otherwise to be agreed between the Parties, acting reasonably and in good faith.

5.2 If before Completion Parties cannot reach agreement on calculating any Leakage item on an after-Tax basis, the Purchaser shall after Completion cause the relevant Group Company (at the Group Companies' cost) to:

(a) seek written confirmation from the relevant Tax Authority in respect of the Leakage Tax Benefits arising in connection with such item;

(b) on an on-going basis keep the Sellers' Representative reasonably informed with respect to all material developments in relation to the process described under sub-Paragraph 5.2(a) above;

(c) take into account any reasonable requests the Sellers' Representative may have in respect of the foregoing and obtain the Sellers' Representative's prior consent (not to be unreasonably withheld, delayed or conditioned) before entering into any agreement or compromise with the relevant Tax Authority in respect of the treatment of the Leakage items for CIT and/or VAT purposes; and

(d) provide all relevant information to the relevant Tax Authority in connection with the foregoing, including, if so requested by the Tax Authority, a copy of this Agreement.

5.3 If no agreement as meant in Paragraph 5.1 is reached between the Parties before Completion in respect of a Leakage item, such Leakage item will as part of Completion be settled without taking into account any Leakage Tax Benefits and as soon as reasonably possible after an agreement with the relevant Tax Authority as referred to in Paragraph 5.2 has been reached, the Purchaser shall pay, by way of an adjustment of the Consideration, the Sellers an amount equal to the relevant Leakage Tax Benefit confirmed by the Tax Authority.

6 Lawyer

The Independent Expert shall be entitled on behalf of the Parties to appoint a lawyer of a reputable Dutch law firm (other than De Brauw Blackstone Westbroek N.V. or CMS), or a similar person who has the legal background and experience (the "**Lawyer**") to decide on a dispute as referred herein, as an expert (*bindend adviseur*) to decide on any legal matter in connection with the determination by the Independent Expert, including (i) the explanation of the intention of the Parties when entering into this Agreement and/or (ii) the explanation of (certain provisions and/or definitions of) this Agreement. As from such appointment, the Independent Expert and the Lawyer shall jointly render their decision and all references herein to the Independent Expert shall be deemed to include the Lawyer.

7 Expenses

The costs and expenses (including VAT) of the Independent Expert and Lawyer, if applicable in accordance with Paragraph 6 (*Lawyer*), shall be borne as allocated by the Independent Expert at its discretion, failing which they shall be borne by the Parties in inverse proportion to the amounts resolved by the Independent Expert, as described in the following illustrative example: should the items in dispute total one thousand euro (EUR 1,000) and the Independent Expert awards six hundred euro (EUR 600) regarding the items in dispute in favour of the Purchaser's position, sixty per cent (60%) of the costs of the review by the Independent Expert would be borne by the Sellers (at their Pro Rata Part) and forty per cent (40%) of the costs would be borne by the Purchaser.

PART 2 LEAKAGE NOTICE

To:
EuroEyes Netherlands Holding B.V.
3/F Plaza 2000, 2-4 Russell Street, Causeway Bay, Hong Kong[4]

[*place*], [*date at least seven (7) Business Days prior to Envisaged Completion Date*]

Dear Sir/Madam,

Words and definitions used, but not defined in this Notice, have the same meaning as ascribed to them in the sale and purchase agreement between Committed Capital Fund I Coöperatie U.A., Stichting Administratiekantoor Batoan, Mateflo B.V., FYEO WPP B.V., and Stichting Administratiekantoor FYEO WPP as the Sellers, and EuroEyes Netherlands Holding B.V. as the Purchaser dated 20 February 2026 (the "**Agreement**").

This Notice sets out the relevant amounts of each item listed as Leakage pursuant to the Agreement in order to determine the Leakage Amount.

TABLE 1: Items of Leakage (excluding Permitted Leakage)	Amount
[•]	EUR [•]
[•]	EUR [•]
[•]	EUR [•]
[•]	EUR [•]
Total Leakage	**EUR [•]**

Please sign the enclosed copy of this letter for your acknowledgement and agreement.

Yours sincerely,

Committed Capital Fund I Coöperatie U.A.

Name: [•]	Name: [•]
Title: [•]	Title: [•]

[4] **Note to draft**: As per Completion, the address will be changed to Koperslager 6, 5521 DE, Eersel, the Netherlands.

Stichting Administratiekantoor Batoan

Name: [●]	Name: [●]
Title: [●]	Title: [●]

Mateflo B.V

Name: [●]	Name: [●]
Title: [●]	Title: [●]

FYEO WPP B.V.

Name: [●]	Name: [●]
Title: [●]	Title: [●]

Stichting Administratiekantoor FYEO WPP

Name: [●]	Name: [●]
Title: [●]	Title: [●]

For acknowledgement and agreement:

EuroEyes Netherlands Holding B.V.

Name: [●]	Name: [●]
Title: [●]	Title: [●]

PART 3 AGREED LEAKAGE TAX BENEFITS

Item of Leakage	CIT recoverability	VAT recoverability
Success Fee	100%	N/A (exempt)

Schedule 5 EV-to-Equity Bridge

Project AI - Locked Box Memo

1. EV to EqV

Daily Amount dates

Start of year	*1 jan 25*
Assumed closing	*23 jun 26*

1 EV-Equity Bridge (€)

			Updated sell-side **dec-24A** Locked box date
Day 1 Enterprise value			135.000.000
Cash and cash equivalents			10.117.658
Debt to creditinstitutions			(5.834.711)
Amounts owed to Zeiss			(1.357.260)
Shareholder loan			(1.750.000)
Reported net cash / (debt)			**1.175.687**
Intercompany positions			25.001
Capex creditors			(1.858.000)
Interest payables			(82.976)
Transaction related costs			(765.575)
Cash/ (debt)-like items in working capital			**(2.681.550)**
CIT			(1.607.783)
Trapped cash bank guarantees			(280.251)
Deferred tax liability			(644.331)
NWC settlement			1.138.312
Rent-free period			(163.910)
Dispute with lessor			(170.000)
Other cash/ (debt)-like items			**(1.727.964)**
Adjusted net cash / (debt)			**(3.233.827)**
Equity Value			**131.766.173**
Daily cash generation			24.995
Days from the Effective Date up to and including the Closing Date	*Assumed closing:*	*23 jun 26*	539
Total Daily Amount			13.472.282
Leakage			
Purchase Price			**145.238.455**

2 End

Schedule 6 Locked Box Compensation

Project AI - Locked Box Memo

2. DAILY AMOUNT

		jan-25A	feb-25A	mrt-25A	apr-25A	mei-25A	jun-25A	jul-25A	aug-25A	sep-25A	okt-25A	nov-25A	dec-25A	jan-26A	feb-26F	mrt-26F
	Date (end of month)	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Forecast*	*Forecast*
1	**Cash ticker calculation (€)**															
	Adjusted EBITDA	**1.495.565**	**1.278.333**	**1.425.016**	**1.199.314**	**686.691**	**940.071**	**244.526**	**455.294**	**582.241**	**1.679.010**	**2.077.131**	**2.404.280**	**2.212.883**	**1.470.422**	**1.931.276**
	Capex	(254.302)	(510.751)	(317.305)	(193.038)	(534.715)	(391.189)	(445.176)	(1.139.732)	(487.236)	(244.260)	(106.860)	(98.345)	(211.080)	(102.747)	(105.196)
	Interest	(27.968)	(33.834)	(40.834)	(29.919)	(29.661)	(25.646)	(23.791)	(25.062)	(24.110)	(22.104)	(23.445)	(56.166)	(11.261)	(14.643)	(14.643)
	Corporate tax expenses	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(400.590)	(246.272)	(246.272)
	Cash profits	**1.024.029**	**544.482**	**877.611**	**787.090**	**(66.951)**	**333.971**	**(413.707)**	**(898.767)**	**(118.371)**	**1.223.380**	**1.757.559**	**2.060.502**	**1.589.952**	**1.106.760**	**1.565.165**
	Daily ticker															**24.995**
	Days from Effective Date up to and including end of month															455
2	**Notes (€)**															
A	**Reported to PF Norm. EBITDA**															
	Reported EBITDA	1.306.789	789.987	1.420.316	1.420.150	597.707	896.044	181.671	389.750	516.394	1.634.913	2.002.218	2.017.856	2.183.237	1.442.911	1.893.765
	Normalisations	17.776	32.844	30.892	22.487	48.204	44.027	62.855	65.544	65.847	44.098	74.913	386.424	29.646	27.511	37.511
	PF Adj.	171.000	455.502	(26.191)	(243.322)	40.780										
	PF Norm. EBITDA	**1.495.565**	**1.278.333**	**1.425.016**	**1.199.314**	**686.691**	**940.071**	**244.526**	**455.294**	**582.241**	**1.679.010**	**2.077.131**	**2.404.280**	**2.212.883**	**1.470.422**	**1.931.276**
B	**Capex**															
	Capex	(254.302)	(510.751)	(317.305)	(193.038)	(534.715)	(391.189)	(445.176)	(1.139.732)	(487.236)	(244.260)	(106.860)	(98.345)	(211.080)	(102.747)	(105.196)
C	**Interest**															
	Net interest expense	(27.968)	(33.834)	(40.834)	(29.919)	(29.661)	(25.646)	(23.791)	(25.062)	(24.110)	(22.104)	(23.445)	(56.166)	(11.261)	(14.643)	(14.643)
D	**Corporate taxes**															
	Corporate tax expense	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(189.266)	(400.590)	(246.272)	(246.272)
3	**End**															

Schedule 7 Completion actions

At Completion, following completion of the actions set out in Clause 6.2.1 and Clause 6.2.2(a), the Sellers and the Purchaser shall procure that the following actions are taken in the following sequence:

(a) the Sellers shall deliver to the Purchaser the duly executed Deeds of Release;

(b) the Sellers shall deliver to the Purchaser evidence that effective as from Completion the shareholders' agreement dated 24 January 2022 between the Sellers and the Company has been terminated with no residual liability or obligations for the parties thereto;

(c) the Sellers, the Purchaser and the Company shall deliver to the Notary an executed and, to the extent required by the Notary, notarised and apostilled, power of attorney to execute the Deed of Transfer; and

(d) the Sellers shall transfer the Shares to the Purchaser, the Purchaser shall accept the transfer, and the Sellers and the Purchaser shall procure that the Company acknowledges this transfer, the foregoing to be effected by execution of the Deed of Transfer by the Sellers, the Purchaser and the Company before the Notary.

Following completion of the actions set out in (a) through (d) above, the Sellers and the Purchaser shall procure that the following actions are taken in the following sequence on the first Business Day after the Completion Date (and which for the avoidance of doubt shall not form part of Completion):

(a) the Notary shall transfer the Refinancing Amount in such manner as specified in, and in accordance with, the Payment Letter;

(b) the Notary shall transfer the Consideration to the Sellers in such manner as specified in, and in accordance with, the Payment Letter; and

(c) the Notary shall update the original shareholders' register of the Company and deliver the same to the Company.

Schedule 8 Draft Deed of Transfer

[*to be attached separately*]

Draft

DEED OF TRANSFER OF SHARES
FYEO EUROPE B.V.

On the [•] day of [•] two thousand and twenty-six appears before me, [•], civil law notary in Amsterdam, the Netherlands:

[•], for the purpose hereof acting as attorney authorised in writing of:

(1) **Committed Capital Fund I Coöperatie U.A.**, a cooperative with excluded liability of its members under Dutch law, having its seat in the municipality of Amsterdam, the Netherlands, and its address at Kruislaan 182, 1098 SK Amsterdam, the Netherlands, registered with the Dutch trade register under number 67054803 (the "**Seller 1**");

(2) **Stichting administratiekantoor Batoan**, a foundation under Dutch law, having its seat in the municipality of Eersel, the Netherlands, and its address at Koperslager 6, 5521 DE Eersel, the Netherlands, registered with the Dutch trade register under number 85196150 (the "**Seller 2**");

(3) **Mateflo B.V.**, a private company with limited liability under Dutch law, having its seat in Waalre, the Netherlands, and its address at De Molenbeemd 8, 5581 TK Waalre, the Netherlands, registered with the Dutch trade register under number 72211261 (the "**Seller 3**");

(4) **FYEO WPP B.V.**, a private company with limited liability under Dutch law, having its seat in Amsterdam, the Netherlands, and its address at Kruislaan 182, 1098 SK Amsterdam, the Netherlands, registered with the Dutch trade register under number 74769073 (the "**Seller 4**");

(5) **Stichting Administratiekantoor FYEO WPP**, a foundation under Dutch law, having its seat in the municipality of Amsterdam, the Netherlands, and its address at Kruislaan 182, 1098 SK Amsterdam, the Netherlands, registered with the Dutch trade register under number 74756028 (the "**Seller 5**");

(6) **EuroEyes Netherlands Holding B.V.**, a private company with limited liability under Dutch law, having its seat in Amsterdam, the Netherlands, and its address at Plaza 2000, 3/F, 2-4 Russell Street, Causeway Bay, Hong Kong, registered with the Dutch trade register under number [•] (the "**Purchaser**"); and

(7) **FYEO Europe B.V.**, a private company with limited liability under Dutch law, having its seat in Amsterdam, the Netherlands, and its address at Koperslager 6, 5521 DE Eersel, the Netherlands, registered with the Dutch trade register under number 71683208 (the "**Company**");

(the Seller 1, the Seller 2, the Seller 3, the Seller 4, and the Seller 5 together, the "**Sellers**").

The existence of the powers of attorney appears from seven documents, which are attached to this deed (annexes).

The person appearing declares:

WHEREAS

(A) The Sellers are holders of shares in the capital of the Company as follows:

(i) the Seller 1 is holder of two thousand five hundred and twenty (2,520) ordinary shares A with a nominal value of five tenths of one eurocent (EUR 0.005) each, numbered A 1 up to and including A 2,520 and two hundred and thirty-six thousand four hundred (236,400) non-voting shares C with a nominal value of five thousandths of one eurocent (EUR 0.00005) each, numbered C 1 up to and including C 236,400 (the "**Shares 1**");

(ii) the Seller 2 is holder of seven hundred and twenty (720) ordinary shares A with a nominal value of five tenths of one eurocent (EUR 0.005) each, numbered A 3,201 up to and including A 3,920 and sixty-seven thousand six hundred (67,600) non-voting shares C with a nominal value of five thousandths of one eurocent (EUR 0.00005) each, numbered C 320,001 up to and including C 387,600 (the "**Shares 2**");

(iii) the Seller 3 is holder of three hundred and sixty (360) ordinary shares A with a nominal value of five tenths of one eurocent (EUR 0.005) each, numbered A 2,801 up to and including A 3,160 and forty thousand (40,000) non-voting shares C with a nominal value of five thousandths of one eurocent (EUR 0.00005) each, numbered C 280,001 up to and including C 320,000 (the "**Shares 3**");

(iv) the Seller 4 is holder of fifty-six thousand (56,000) non-voting shares C with a nominal value of five thousandths of one eurocent (EUR 0.00005) each, numbered C 391,302 up to and including C 447,200 and four thousand and forty-one (4,041) non-voting shares D with a nominal value of five thousandths of one eurocent (EUR 0.00005) each, numbered D 1 up to and including D 4,041 (the "**Shares 4**"); and

(v) the Seller 5 is holder of twenty-eight (28) non-voting shares B with a nominal value of one eurocent (EUR 0.01) each, numbered B 1 up to and including B 28 (the "**Shares 5**");

(the Shares 1, the Shares 2, the Shares 3, the Shares 4, and the Shares 5 together, the "**Shares**").

(B) The Shares were acquired by the Sellers as follows:

(i) the Shares 1 were acquired by the Seller 1 [•];

(ii) the Shares 2 were acquired by the Seller 2 [•].

(iii) the Shares 3 were acquired by the Seller 3 [•].

(iv) the Shares 4 were acquired by the Seller 4 [•].

(v) the Shares 5 were acquired by the Seller 5 [•].

(C) On the [•] day of [•] two thousand and twenty-six, the Sellers and the Purchaser entered into a sale and purchase agreement relating to the Shares (the "**Purchase**

Agreement"). A copy of the Purchase Agreement, without any schedules other than schedule 1, is attached to this deed (annex).

(D) Under the Purchase Agreement, the Seller 1 must transfer the Shares 1 to the Purchaser, the Seller 2 must transfer the Shares 2 to the Purchaser, the Seller 3 must transfer the Shares 3 to the Purchaser, the Seller 4 must transfer the Shares 4 to the Purchaser, and the Seller 5 must transfer the Shares 5 to the Purchaser.

IT IS AGREED AS FOLLOWS

1. TRANSFER

To implement the Purchase Agreement:

(a) the Seller 1 hereby transfers the Shares 1 to the Purchaser, who hereby accepts the Shares 1 from the Seller 1;

(b) the Seller 2 hereby transfers the Shares 2 to the Purchaser, who hereby accepts the Shares 2 from the Seller 2;

(c) the Seller 3 hereby transfers the Shares 3 to the Purchaser, who hereby accepts the Shares 3 from the Seller 3;

(d) the Seller 4 hereby transfers the Shares 4 to the Purchaser, who hereby accepts the Shares 4 from the Seller 4; and

(e) the Seller 5 hereby transfers the Shares 5 to the Purchaser, who hereby accepts the Shares 5 from the Seller 5.

2. PURCHASE PRICE

2.1 The purchase price of the Shares and its manner of payment is further specified in the Purchase Agreement.

2.2 The Consideration, as defined in the Purchase Agreement, was paid by the Purchaser by payment into a special account as referred to in article 25 of the Dutch Notaries Act of the civil law notaries of CMS Derks Star Busmann N.V. in accordance with the payment letter dated the [•] day of [•] two thousand and twenty-six from [•], civil law notary in Amsterdam, the Netherlands, to the Sellers and the Purchaser. A copy of the payment letter is attached to this deed (annex).

3. QUALIFICATION CRITERIA

The articles of association of the Company do not contain any criteria for shareholders as referred to in article 2:192 paragraph 1 part b of the Dutch Civil Code.

4. TRANSFERABILITY

Pursuant to article [•] of the articles of association of the Company, the restrictions provided in article 2:195, paragraph 1, of the Dutch Civil Code do not apply to the transfer of shares in the capital of the Company. The articles of association of the Company do not contain any restrictions on the transferability of shares in the capital of the Company.

5. ACKNOWLEDGEMENT

The Company acknowledges the present transfer of the Shares.

6. WARRANTIES

The warranties in connection with the present transfer of the Shares are set out in the Purchase Agreement.

7. DISSOLUTION

The Sellers and the Purchaser waive the right to dissolve the agreement contained in this deed in whole or in part under article 6:265 of the Dutch Civil Code.

8. CONDITIONS

Unless otherwise provided for in this deed, all that has further been agreed between the parties prior to the execution of this deed remains in full force and effect, provided, however, that a condition subsequent relating to the purchase and transfer of the Shares, if any, may no longer be invoked and a condition precedent relating to the purchase and transfer of the Shares, if any, is deemed to have been fulfilled.

9. CIVIL LAW NOTARY

With reference to the Rules of Professional Conduct of the Royal Dutch Organisation of Civil Law Notaries, the parties expressly agree that:

(a) CMS Derks Star Busmann N.V. acts as legal adviser of the Purchaser in connection with this deed and any agreement relating thereto and acts for the Purchaser in the event of any dispute arising therefrom;

(b) this deed is executed before a civil law notary working with CMS Derks Star Busmann N.V.

10. GOVERNING LAW

This deed is governed by Dutch law.

The person appearing is known to me, civil law notary.

In witness whereof this deed is executed in Amsterdam, the Netherlands, on the date first mentioned in the head of this deed.

After having conveyed the contents of this deed and having given an explanation thereto to the person appearing, [he / she] declared that [he / she] has taken note of the contents of this deed and agrees with the same. Thereupon, immediately after limited reading of this deed, it is signed by the person appearing and by me, civil law notary.

Schedule 9 Draft Payment Letter

[*to be attached separately*]

Draft

DATED [•] 2026

PAYMENT LETTER

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from

M.M. VAN DER BIE

as Notary

to

THE ADDRESSEES NAMED HEREIN

Draft of 12 February 2026

CONTENTS

CLAUSE **PAGE**

SCHEDULES

Draft of 12 February 2026

FROM

M.M. van der Bie

Civil law notary

CMS

Atrium

Parnassusweg 737

1077 DG Amsterdam

The Netherlands

E-mail: martijn.vanderbie@cms-dsb.com

With a copy to: annefleur.krijthe@cms-dsb.com

TO

The Addressees

Amsterdam, the Netherlands, [•] 2026

Our ref: 62500770/AFK

Subject: completion of Project AI

Dear Addressees,

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation set out in Schedule 1 apply in this Payment Letter.

2. BACKGROUND

2.1 I, civil law notary in Amsterdam, the Netherlands, acting in such capacity, refer to the following documents, where relevant in draft form:

(a) the Purchase Agreement;

(b) the Deed of Transfer;

(c) the Powers of Attorney;

(d) the Existing Facility Agreement; and

(e) the Pay-Off Letter.

2.2 This is the Payment Letter as defined in the Purchase Agreement.

3. PAYMENT IN

3.1 I expect to have received by no later than 11.00 hours on the Scheduled Completion Date into the Notary Account, with a value date no later than the Scheduled Completion Date and quoting reference: 'Completion monies Project AI – matter number 62500770', payment from the Purchaser from a bank account in the name of the Purchaser of an amount of not less than EUR [•], being the Completion Monies.

3.2 Upon receipt of all Completion Monies into the Notary Account, I will confirm the same to the Addressees personally or by e-mail to the e-mail addresses specified in Schedule 2.

4. COMPLETION

4.1 As soon as reasonably practicable on the Scheduled Completion Date, I will obtain the First Insolvency Information and perform the First Notary's Inquiry.

4.2 As soon as reasonably practicable on the Scheduled Completion Date, after I have performed the First Notary's Inquiry, provided that:

(a) from the First Notary's Inquiry it did not appear that any of the Sellers, the Purchaser or the Company is subject to any Insolvency Proceedings;

(b) each of the Addressees has returned a countersigned copy of this Payment Letter to me;

(c) I have received all Completion Monies into the Notary Account;

(d) I have received the following documents:

(i) a copy of the signed Purchase Agreement;

(ii) the signed Powers of Attorney, in form and substance acceptable to me; and

(iii) a copy of the signed Pay-Off Letter;

(iv) the original register of shareholders of the Company;

(e) each of the Addressees, or their legal advisers, has confirmed to me personally or by e-mail to the e-mail address specified in the head of this Payment Letter that Completion may take place,

I will confirm to the Addressees personally or by e-mail to the e-mail addresses specified in Schedule 2 that Completion may take place.

4.3 As soon as reasonably practicable on the Scheduled Completion Date, after I have confirmed to the Addressees that Completion may take place, the Addressees and I will procure that the Deed of Transfer is executed before me.

4.4 As soon as reasonably practicable after Completion has taken place, I will confirm the same to the Addressees personally or by e-mail to the e-mail addresses specified in Schedule 2, attaching a pdf copy of a true copy of the Deed of Transfer.

5. PAYMENTS OUT

5.1 As soon as reasonably practicable on the first Business Day after the Completion Date, I will obtain the Second Insolvency Information and perform the Second Notary's Inquiry.

5.2 As soon as reasonably practicable on the first Business Day after the Completion Date, after I have performed the Second Notary's Inquiry, provided that from the Second Notary's Inquiry it did not appear that any of the Sellers or the Purchaser was subject to any Insolvency Proceedings as at the Completion Date, I will confirm to the Addressees personally or by e-mail to the e-mail addresses specified in Schedule 2 that, for the purpose of this Payment Letter, Completion has taken place successfully.

5.3 As soon as reasonably practicable on the first Business Day after the Completion Date, after I have confirmed to the Addressees that, for the purpose of this Payment Letter, Completion has taken place successfully, I will release the Completion Monies and instruct the Notary Bank to pay the Completion Monies out of the Notary Account as follows, subject to Clause 6.4:

(a) Recipient: Existing Lender

Amount: EUR [•], being the Refinancing Amount

IBAN: [•]

BIC: [•]

Reference: [•]

(b) Recipient: Seller 1

Amount: EUR [•]

IBAN: [•]

BIC: [•]

Reference: Relevant proportion of the Completion Amount Project AI

(c) Recipient: Seller 2

Amount: EUR [•]

IBAN: [•]

BIC: [•]

Reference: Relevant proportion of the Completion Amount Project AI

(d) Recipient: Seller 3

Amount: EUR [•]

IBAN: [•]

BIC: [•]

Reference: Relevant proportion of the Completion Amount Project AI

(e) Recipient: Seller 4

Amount: EUR [•]

IBAN: [•]

BIC: [•]

Reference: Relevant proportion of the Completion Amount Project AI

(f) Recipient: Seller 5

Amount: EUR [•]

IBAN: [•]

BIC: [•]

Reference: Relevant proportion of the Completion Amount Project AI

5.4 As soon as reasonably practicable on the first Business Day after the Completion Date, after I have instructed the Notary Bank to pay the Completion Monies out of the Notary Account, I will confirm the same to the Addressees personally or by e-mail to the e-mail addresses specified in Schedule 2.

6. INTEREST

6.1 Interest or negative interest, if any, accrued on any Completion Monies from the date of receipt into the Notary Account up to the Completion Date is for the account of the Purchaser.

6.2 Interest or negative interest, if any, accrued on any Completion Monies from the Completion Date is for the account of the Sellers in the Sellers' Proportions.

6.3 I will instruct the Notary Bank to pay interest, if any, accrued on any Completion Monies out of the Notary Account to the relevant Addressees within three Business Days after the Completion Date.

6.4 Negative interest, if any, accrued on any Completion Monies must, in my absolute discretion, either be paid by the relevant Addressees by payment into the Notary Account within three Business Days after my first request or be deducted from the amounts to be paid to the relevant Addressees upon release of the Completion Monies in accordance with this Payment Letter.

7. FAILED COMPLETION

7.1 For the purpose of this Payment Letter Completion will have failed if from the Second Notary's Inquiry it appears that any of the Sellers or the Purchaser was subject to any Insolvency Proceedings as at the Completion Date;

7.2 If for the purpose of this Payment Letter Completion has failed, the following will apply, regardless of whether Completion has produced any legal effect:

(a) I will immediately inform the Addressees personally or by e-mail to the e-mail addresses specified in Schedule 2 that, for the purpose of this Payment Letter, Completion has failed, stating the reasons thereof; and

(b) I will continue to hold the Completion Monies in the Notary Account until:

(i) I have received a notice signed by the Sellers and the Purchaser, in form and substance acceptable to me, unconditionally and irrevocably instructing me to release the Completion Monies or a part thereof to one or more Addressees, whereupon I will release and instruct the Notary Bank to pay the Completion Monies or the relevant part thereof in accordance with such notice; or

(ii) I have received an authentic copy of a decision of a Dutch court in connection with this Notary Letter, which is final and non-appealable and which is enforceable against me or which has been declared provisionally enforceable against me, pursuant to which I am required to release the Completion Monies or a part thereof, whereupon I will release and instruct the Notary Bank to pay the Completion Monies or the relevant part thereof in accordance with such decision.

8. LAPSE OF TIME

8.1 If Completion has not taken place before the Cut-off Time the following will apply:

(a) I will immediately inform the Addressees personally or by e-mail to the e-mail addresses specified in Schedule 2 that Completion has not taken place, stating the reasons thereof; and

(b) I will as soon as reasonably practicable instruct the Notary Bank to repay the Completion Monies, plus any interest or minus any negative interest accrued thereon, to the persons who paid such Completion Monies into the Notary Account by payment into the bank accounts from which such Completion Monies were paid into the Notary Account.

8.2 The Addressees may, in deviation from paragraph 8.1, in a written request to the Notary signed by all Addressees, set a new date for Completion and request that the Notary holds the Completion Monies as set out in this Payment Letter until this date, subject to the Notary's acceptance. This request must be made by 13.00 hours on the first Business Day after the Scheduled Completion Date. Paragraph 8.1 does not apply if a request as referred to in this paragraph 8.2 is made and accepted by the Notary.

9. CURRENCY OF PAYMENTS

All payments into and out of the Notary Account pursuant to this Payment Letter must be made in euro.

10. APPLICATION OF COMPLETION MONIES

10.1 None of the Addressees has any right in respect of any Completion Monies other than as explicitly set out in this Payment Letter.

10.2 Each of the Addressees waives any right it may have at any time to claim that the Completion Monies are to be applied in any manner other than strictly in accordance with this Payment Letter.

10.3 Invalidity or unenforceability of one or more provisions of the Purchase Agreement, the Existing Facility Agreement or otherwise, that form the basis of any payment of Completion Monies into or out of the Notary Account does not affect the validity of any action taken pursuant to this Payment Letter, including any payment into or out of the Notary Account.

11. INSOLVENCY PROCEEDINGS

Each of the Addressees confirms that it is aware that:

(a) neither the First Notary's Inquiry nor the Second Notary's Inquiry provides conclusive evidence as to whether any person involved in Completion is subject to any insolvency proceedings;

(b) if any person involved in Completion is subject to any insolvency proceedings:

(i) the validity or enforceability of any legal act entered into by that person in connection with Completion may be affected;

(ii) any other person may not be able to reclaim payments made to that person pursuant to this Payment Letter;

(iii) the bankruptcy trustee, administrator, or other insolvency practitioner of such insolvency proceedings may seek to claw back amounts paid by that person pursuant to this Payment Letter.

12. DUTIES OF THE NOTARY

12.1 My duties under this Payment Letter are limited to those expressly set out herein.

12.2 In fulfilling duties under this Payment Letter, I will act as an independent third party.

12.3 Notwithstanding anything in this Payment Letter, I will not be required to take any action pursuant this Payment Letter unless I have satisfied myself that all legal requirements for taking that action have been satisfied.

13. LIABILITY AND INDEMNITY

13.1 Neither CMS nor I nor any other person working with CMS is liable for any damage or loss suffered by any Addressee or any other person as a result of:

(a) any act or omission by the Notary Bank, any other bank, or any financial intermediary;

(b) any failure, interruption, or malfunctioning of any payment or settlement system;

(c) any loss of any Completion Monies or any interest accrued thereon by the Notary Bank, any other bank, or any financial intermediary, as a result of bankruptcy, suspension of payments, emergency measures, other insolvency proceedings, or otherwise;

(d) any loss of any Completion Monies or any interest accrued thereon as a result of hacking, forgery, fraud, or any other crime committed by any person other than CMS, me, and any other person working with CMS.

13.2 The liability of CMS, me, and any other person working with CMS for any damage or loss suffered by any Addressee as a result of any act or omission by CMS, me, or any other person working with CMS pursuant to or in connection with this Payment Letter is excluded, unless the damage or loss is caused by the intentional or deliberately reckless conduct of CMS, me, or any other person working with CMS.

13.3 Each of the Addressees shall be jointly and severally liable to indemnify CMS, me, and any other person working with CMS against all claims by third parties in connection with this Payment Letter or as a result of any act or omission by CMS, me, or any other person working with CMS pursuant to or in connection with this Payment Letter, unless the claim is the result of the intentional or deliberately reckless conduct of CMS, me, or any other person working with CMS. The indemnity shall also relate to any damages, losses, costs, and expenses suffered or incurred by CMS, me, or any other person working with CMS in connection with such claim.

14. GENERAL CONDITIONS

14.1 The General Conditions apply to the services provided by me and CMS under or in connection with this Payment Letter. The General Conditions are available on the website cms.law.

14.2 Where this Payment Letter is inconsistent with the General Conditions, this Payment Letter will prevail.

15. MISCELLANEOUS

15.1 This Payment Letter constitutes an agreement between the Addressees and between me and each of the Addressees and is limited to its subject matter, without prejudice to the Purchase Agreement, the Existing Facility Agreement and any other agreement between two or more of the Addressees.

15.2 No Addressee may transfer any of its rights or obligations under this Payment Letter without the prior written consent of all other Addressees and me.

15.3 This Payment Letter does not contain any stipulation in favour of a third party as referred to in article 6:253 of the Dutch Civil Code.

15.4 Each Addressee waives the right:

(a) to nullify any agreement contained in this Payment Letter in whole or in part under article 6:228 or 6:229 of the Dutch Civil Code;

(b) to request amendment of any agreement contained in this Payment Letter under article 6:230 paragraph 2 of the Dutch Civil Code; or

(c) to dissolve any agreement contained in this Payment Letter in whole or in part under article 6:265 of the Dutch Civil Code.

15.5 This Payment Letter may only be amended or supplemented pursuant to a written agreement between me and all Addressees.

15.6 This Payment Letter may also be signed or countersigned with electronic signatures through DocuSign. Any such electronic signature will have the same legal effects as a handwritten signature.

15.7 This Payment Letter may be signed and countersigned in any number of counterparts. All counterparts together constitute one letter.

16. GOVERNING LAW AND COMPETENT COURT

16.1 This Payment Letter and all non-contractual obligations arising out of or in connection with this Payment Letter are governed exclusively by Dutch law.

16.2 All disputes arising out of or in connection with this Payment Letter, including disputes relating to the existence, validity, or termination of this Payment Letter and disputes relating to non-contractual obligations arising out of or in connection with this Payment Letter, will be resolved exclusively by the Dutch courts. The courts in Amsterdam, the Netherlands, will have exclusive jurisdiction to hear any disputes in the first instance.

Please return a countersigned copy of this Payment Letter to me. By returning a countersigning copy of this Payment Letter, you are bound by this Payment Letter.

Yours sincerely,

Draft of 12 February 2026

M.M. van der Bie Civil law notary

COUNTERSIGNED AS FOLLOWS

(Signature pages follow)

Draft of 12 February 2026

(Signature page to payment letter)

Committed Capital Fund I Coöperatie U.A.

Represented by:

____

Name:

Title:

____

Name:

Title:

(Signature page to payment letter)

Stichting administratiekantoor Batoan

Represented by:

____

Name:

Title:

____

Name:

Title:

Draft of 12 February 2026

(Signature page to payment letter)

Mateflo B.V.

Represented by:

____

Name:

Title:

____

Name:

Title:

(Signature page to payment letter)

FYEO WPP B.V.

Represented by:

____

Name:

Title:

____

Name:

Title:

Draft of 12 February 2026

(Signature page to payment letter)

Stichting Administratiekantoor FYEO WPP

Represented by:

____

Name:

Title:

____

Name:

Title:

Draft of 12 February 2026

(Signature page to payment letter)

EuroEyes Netherlands Holding B.V.

Represented by:

____

Name:

Title:

____

Name:

Title:

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1. The following definitions apply in this Payment Letter:

"**Addressees**" means the addressees of this Payment Letter, listed in Schedule 2;

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Amsterdam, the Netherlands;

"**CMS**" means CMS Derks Star Busmann N.V.;

"**Company**" means FYEO Europe B.V., a private company with limited liability under Dutch law, registered with the Dutch trade register under number 71683208;

"**Completion**" means the execution of the Deed of Transfer before the Notary;

"**Completion Date**" means the date on which Completion has taken place;

"**Completion Monies**" means an amount of EUR [•], comprising the Consideration and the Refinancing Amount;

"**Consideration**" has the same meaning as in the Purchase Agreement, being an amount of EUR [•];

"**Cut-off Time**" means 23.59 hours on the Scheduled Completion Date, or such other time and date as may be agreed by the Addressees and notified by the Addressees to the Notary by e-mail to the e-mail address specified in the head of this Payment Letter;

"**Deed of Transfer**" means the deed of transfer of shares relating to the Shares between the Sellers, the Purchaser, and the Company, drawn up by CMS;

"**Existing Facility Agreement**" means the facility agreement dated [•] between [, among others,] the Existing Lender and the Sellers;

"**Existing Lender**" means the Addressee whose name and further details are set out in Schedule 2 under (7);

"**First Insolvency Information**" means electronic information from the Insolvency Register regarding the Sellers, the Purchaser and the Company available as at the Scheduled Completion Date;

"**First Notary's Inquiry**" means the inquiry by the Notary on the Scheduled Completion Date as to whether according to the First Insolvency Information, any of the Sellers, the Purchaser or the Company is subject to any Insolvency Proceedings;

"**General Conditions**" means the general conditions of CMS, which are deposited with the registrar of the court of Amsterdam, the Netherlands, under number 84/2020;

"**Insolvency Proceedings**" means insolvency proceedings as defined in Article 2 point (4) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast);

"**Insolvency Register**" means the Dutch Central Insolvency Register, including the register for EU Registrations, on the website rechtspraak.nl;

"**Notary**" means M.M. van der Bie, civil law notary in Amsterdam, the Netherlands, working with CMS, and each deputy of his office as appointed from time to time in accordance with the Dutch Notaries Act;

"**Notary Account**" means the special account as referred to in article 25 of the Dutch Notaries Act of the civil law notaries of CMS with the following details:

Bank: Coöperatieve Rabobank U.A.

Account holder: CMS Derks Star Busmann N.V.

IBAN: NL10 RABO 0103 3686 04

BIC: RABONL2U

"**Notary Bank**" means Coöperatieve Rabobank U.A.;

"**Payment Letter**" means this payment letter, including the Schedules, unless the context otherwise requires;

"**Pay-Off Letter**" means the pay-off letter from the Existing Lender relating to the Existing Facility Agreement dated on or around the date hereof;

"**Powers of Attorney**" means the powers of attorney to be granted or granted, as the context may require, by the Sellers, the Purchaser, and the Company for the execution of the Deed of Transfer;

"**Purchase Agreement**" means the sale and purchase agreement relating to the Shares dated [•] 2026 between, among others, the Sellers and the Purchaser;

"**Purchaser**" means the Addressee whose name and further details are set out in Schedule 2 under (6);

"**Refinancing Amount**" means the amount that must be paid to the Existing Lender under the Existing Facility Agreement according to the Pay-Off Letter, being an amount of EUR [•];

"**Scheduled Completion Date**" means the date on which Completion is scheduled to take place, being [•] 2026, or such other date as may be agreed by the Addressees and notified by the Addressees to the Notary by e-mail to the e-mail address specified in the head of this Payment Letter;

"**Second Insolvency Information**" means electronic information from the Insolvency Register regarding the Sellers and the Purchaser available as at the first Business Day after the Completion Date;

"**Second Notary's Inquiry**" means the inquiry by the Notary on the first Business Day after the Completion Date as to whether according to the Second Insolvency Information, any of the Sellers or the Purchaser was subject to any Insolvency Proceedings as at the Completion Date;

"**Sellers**" means the Seller 1, the Seller 2, the Seller 3, the Seller 4 and the Seller 5;

"**Sellers' Proportions**" means:

(a) in relation to the Seller 1: [•]%;

(b) in relation to the Seller 2: [•]%;

(c) in relation to the Seller 3: [•]%;

(d) in relation to the Seller 4: [•]%; and

(e) in relation to the Seller 5: [•]%;

"**Seller 1**" means the Addressee whose name and further details are set out in Schedule 2 under (1);

"**Seller 2**" means the Addressee whose name and further details are set out in Schedule 2 under (2);

"**Seller 3**" means the Addressee whose name and further details are set out in Schedule 2 under (3);

"**Seller 4**" means the Addressee whose name and further details are set out in Schedule 2 under (4);

"**Seller 5**" means the Addressee whose name and further details are set out in Schedule 2 under (5);

"**Shares**" means all issued shares in the capital of the Company.

2. The following rules of interpretation apply in this Payment Letter:

(a) the table of contents and headings are for convenience only and do not affect the interpretation of this Payment Letter;

(b) words denoting the singular include the plural and vice versa, unless the context otherwise requires;

(c) references to Clauses and Schedules are to respectively clauses of and schedules to this Payment Letter, unless otherwise specified;

(d) references to any time of day are references to Amsterdam, the Netherlands, time; and

(e) references to I or me also include each deputy of the office of the Notary as appointed from time to time in accordance with the Dutch Notaries Act, unless the context otherwise requires.

SCHEDULE 2
ADDRESSEES

(1) Committed Capital Fund I Coöperatie U.A.

For the attention of: A. van der Wal and V. Steur

E-mail: vanderwal@committedcapital.nl and steur@committedcapital.nl

With a copy to: De Brauw Blackstone Westbroek N.V.

For the attention of: L. Keijzer

E-mail: Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com

(2) Stichting administratiekantoor Batoan

For the attention of: A. van der Wal and V. Steur

E-mail: vanderwal@committedcapital.nl and steur@committedcapital.nl

With a copy to: De Brauw Blackstone Westbroek N.V.

For the attention of: L. Keijzer

E-mail: Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com

(3) Mateflo B.V.

For the attention of: F. Kerkhoff

E-mail: frank@fyeo.nl

With a copy to: De Brauw Blackstone Westbroek N.V.

For the attention of: L. Keijzer

E-mail: Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com

(4) FYEO WPP B.V.

For the attention of: A. van der Wal and V. Steur

E-mail: vanderwal@committedcapital.nl and steur@committedcapital.nl

With a copy to: De Brauw Blackstone Westbroek N.V.

For the attention of: L. Keijzer

E-mail: Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com

(5) Stichting Administratiekantoor FYEO WPP

For the attention of: A. van der Wal and V. Steur

E-mail: vanderwal@committedcapital.nl and steur@committedcapital.nl

With a copy to: De Brauw Blackstone Westbroek N.V.

For the attention of: L. Keijzer

E-mail: Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com

(6) EuroEyes Netherlands Holding B.V.

For the attention of: M. Bracklo

E-mail: bracklo@euroeyes.de

With a copy to: CMS Derks Star Busmann N.V.

For the attention of: E. Veenman and D. Destombes

E-mail: elmer.veenman@cms-dsb.com and dex.destombes@cms-dsb.com

(7) [Name of Existing Lender]

For the attention of: [•]

E-mail: [•]

With a copy to: [•]

For the attention of: [•]

E-mail: [•]

Schedule 10 Business Warranties and Tax Warranties

1 Corporate information of the Subsidiaries

1.1 As per the Signing Date, the Company directly or indirectly holds interests only in, or has control over, the companies listed in Schedule 3 (Group Companies).

1.2 The information in Schedule 3 (Group Companies) is correct as per the Signing Date.

1.3 Each Subsidiary exists and is a legal entity duly incorporated or organised, as applicable, under the Law of its jurisdiction of incorporation or organisation, as applicable.

1.4 The issued shares in the capital of each Subsidiary are entirely owned by a Group Company and no securities in the capital of any Subsidiary have been issued to any person other than a Group Company.

1.5 The shares in the capital of each Subsidiary held directly or indirectly by the Company have been duly issued, placed and fully paid up.

1.6 The shares in the capital of each Subsidiary are free from any Encumbrances. None of the Subsidiaries have granted any rights to any Person to subscribe for shares in its capital.

1.7 No person other than the Sellers or any Group Company has the right, or has claimed to have the right, (whether exercisable now or in the future and whether contingent or not) to call for the conversion, issue, registration, sale or transfer or repayment of any share capital or any other security giving rise to a right over, or an interest in, the capital of any of the Subsidiaries under any option, agreement or other arrangement (including subscription rights, conversion rights and rights of pre-emption).

1.8 Other than as Disclosed, no depositary receipts (*certificaten*) have been issued for any of the Shares.

1.9 No Group Company (i) holds or beneficially owns or has agreed to acquire any securities of any other corporation (wherever incorporated), other than shares of a Subsidiary; or (ii) is or has agreed to become a member of any group, corporate partnership or other unincorporated association, joint venture or consortium or a party to any shareholders', joint venture or consortium agreement, in each case other than the shareholders' agreement dated 24 January 2022 between the Sellers and the Company.

1.10 No voluntary arrangement, compromise or similar arrangement with creditors has been proposed, agreed or sanctioned in respect of any Subsidiary.

1.11 No proposal has been made or resolution has been adopted, or judicial decision has been taken to dissolve or liquidate any Subsidiary.

1.12 The articles of association of the Subsidiaries made available in the Data Room are true and accurate copies of such articles of association and, to the Knowledge of the Group, there have not been and are no material breaches by any of the Subsidiaries of their articles of association.

1.13 In the three (3) years prior to the Signing Date (a) no Group Company has undertaken any capital restructuring or reorganisation and (b) there have been no restructurings or reorganisations of the Group.

2 Events from the Effective Date

To the Knowledge of the Group, in the period starting at the Effective Date (included) and ending at Signing, no Group Company has taken any action which, if it had been taken after the Signing Date, would have constituted a violation of Clause 5.1.1 (taking into account Clause 5.1.2).

3 Accounts

Annual Accounts

3.1 The Annual Accounts give a true and fair view of the financial position and the assets and liabilities of the Company as mentioned therein on a consolidated basis on the Accounts Date and of the results of the Company as mentioned therein on a consolidated basis in the twelve (12) month period ending on the Accounts Date.

3.2 The Annual Accounts have been prepared in accordance with Law and the accounting principles set out in the Annual Accounts.

3.3 The Annual Accounts have been duly filed in accordance with Law.

Management Accounts

3.4 The Management Accounts do not materially misstate (i) the monthly profits and/or losses and cash-flows and (ii) the month-end financial position and assets and liabilities, of each of the relevant Group Companies due period they cover.

3.5 The Management Accounts have been prepared in accordance with the accounting policies, principles and practices set out in the Management Accounts and having regard to the purpose for which they were prepared.

4 Financing, loans, guarantees and subsidies

4.1 Other than in the ordinary course of business, there is no outstanding Guarantee, indemnity, suretyship or security given by any Group Company for any Person that is not a Group Company.

4.2 Other than in the ordinary course of business, no Group Company has made any loans to any person other than another Group Company.

4.3 Since the Accounts Date, no Group Company has incurred any loans or other financial indebtedness in excess of one million euro (EUR 1,000,000) other than ordinary trade payables.

4.4 No Group Company is in breach or default of any loans, financial leases and/or other financial indebtedness of the Group Companies or any financial guarantees or indemnities provided by the Group Companies.

4.5 No Group Company has in the three (3) years prior to the Signing Date (i) applied for any subsidy or government support or (ii) done or agreed to do anything as a result of which:

(a) any subsidy or government support received by any Group Company is, or, to the Knowledge of the Group, may be required to be refunded in whole or in part; or

(b) any pending application made by any Group Company for such subsidy or government support will be refused in whole or in part.

4.6 To the Knowledge of the Group, the execution of, and compliance with, the terms of this Agreement does not and will not result in any subsidy, grant or financial assistance from any Governmental Authority becoming repayable.

5 Assets

5.1 The assets owned, licensed, leased or otherwise used by the Group Companies comprise all the material assets required for the continuation of the business of the Group Companies as carried on at the Signing Date. All such material assets are in the possession or otherwise under the control of the Group Companies and are not subject to Encumbrances, save for any assets disposed or made subject to Encumbrances in the ordinary course of business (including ordinary course lease arrangements).

5.2 The Group Companies (i) do not use any material assets belonging to any of the Sellers or any of their respective Affiliates in the ordinary course of their business, (ii) have in the twelve (12) months prior to the Signing Date not acquired any assets from any of the Sellers or any of their Affiliates, and (iii) have in the three

(3) years prior to the Signing Date not sold or transferred any assets used in the course of the Group's business to any of the Sellers or any of their respective Affiliates.

6 Mergers and Acquisitions

6.1 All material acquisitions or divestments of businesses (whether by way of share or asset transaction) concluded by any Group Company since 1 January 2022 (for the purpose of this paragraph, the "**M&A Transactions**") have been Disclosed.

6.2 There are no material outstanding liabilities, rights or obligations for any Group Company in connection with any M&A Transaction, including in respect of any indemnification obligations, earn-outs, deferred payments, purchase price adjustments, vendor loans, bonus schemes or escrow arrangements, or any pending or, to the Knowledge of the Group, threatened discussion relating to such liabilities, rights or obligations, other than as Disclosed.

6.3 No Group Company has made, or been subject to, any claim under any of the transaction documentation entered into in connection with the M&A Transactions, other than as Disclosed.

6.4 The Group has not entered into any commitment in respect of any potential M&A transaction, which has not been completed or terminated.

7 Employees and terms of employment

7.1 The Disclosed Information contains:

(a) overviews of the total number of individuals employed by the Group on a full-time equivalent basis, as per the date included in such overviews;

(b) all collective agreements affecting the terms of employment of any Employee covered by such collective agreement;

(c) copies of all standard contracts of employment applicable to each grade or category of Employee;

(d) details of any claim, proceeding, litigation, arbitration or dispute any Group Company has been involved in during the twelve (12) months prior to the Signing Date with any Employee, with a potential value in excess of twenty-five thousand euro (EUR 25,000);

(e) details of trade unions, works councils, staff associations or other bodies representing Employees recognized by any Group Company in any way for bargaining, information or consultation purposes, and details of any collective agreements with any such representative bodies to which any Group Company is a party; and

(f) all agreements and/or covenants (*convenanten*) agreed with, or commitments made to any works council (other than the Works Council) or trade unions or other body representing Employees.

7.2 There are no incentive or bonus schemes applicable to the Key Employees other than the incentive and bonus schemes of which details are Disclosed. There is no stock option or profit-sharing scheme in place at any Group Company. No Employee is entitled to any remuneration calculated by reference to sales, turnover or profits of any Group Company.

7.3 No Group Company has incurred, or reasonably expects to incur, any liability with respect to any misclassification of any person as an independent contractor or consultant instead of as an employee.

7.4 Other than is required under applicable Law and as Disclosed, there are no obligations under which any Group Company is required to make payment of a contribution towards any benefits payable on or in connection with the death, retirement, redundancy, serious ill-health or incapacity of a person or on a person having reached a particular age, or in similar circumstances for the benefit of any Employee.

7.5 No proposal, assurance or commitment has been communicated in writing by any Group Company to the Employees regarding any change to the terms of employment, working conditions or benefits and no negotiations with Employees related thereto take place, other than in the ordinary course of business or at an individual level for Employees who are not Key Employees. No such change will take place as a result of this Agreement or the effectuation of the transactions contemplated herein, and no contracts with Employees contain any change-of-control provisions that would be triggered by the Transaction and would result in any additional right being provided to any such Employee or any additional obligation on any of the Group Companies.

7.6 No Group Company has made any material loan or advance which is still outstanding to any Employee in respect of their employment by any Group Company.

7.7 The Group Companies have no material ongoing disputes, claims or proceedings with any Employee with a potential value in excess of EUR 25,000.

7.8 In the twelve (12) months prior to the Signing Date, no Group Company has received any written notice of resignation from any Key Employee and no Group Company has terminated or initiated the termination of the service or employment agreement of any Key Employee who is still employed or engaged in a similar capacity by the Group at the Signing Date nor have, in respect of any such Key Employee, rescission proceedings or UWV proceedings been started or has the employment agreement been rescinded (*ontbonden*).

7.9 In the three (3) months prior to the Signing Date, each Group Company has in relation to each of its Employees and former employees, trade unions, works councils and other bodies representing Employees, at all times complied with its material obligations under any Laws, collective bargaining agreements, covenants (*convenanten*), individual employment agreements, reorganisation plans and social plans, the absence of which would have a material negative effect on the Group.

7.10 The Group Companies only retain employees through temporary employment agencies which are properly registered under the WAADI (*Wet allocatie arbeidskrachten door intermediairs*). To the Knowledge of the Group, insofar as the Group Companies retained employees through temporary employment agencies in the three (3) years prior to the Signing Date, each Group Company has complied with all material applicable Law.

7.11 No Group Company has within the period of three (3) years prior to the Signing Date initiated any collective dismissal or entered into a social plan.

7.12 No Group Company is currently involved in any strike or trade dispute or any dispute or negotiation regarding a claim with a trade union or other body representing Employees.

7.13 During the twelve (12) months prior to the Signing Date no Group Company has commenced or effected any material redundancies or redundancy processes.

7.14 The Group Companies have, in the three (3) years prior to the Signing Date, complied, with all material applicable labour, social security and health and safety Law and with all applicable collective bargaining agreements, employment agreements and other obligations towards the Employees and former employees of the Group Companies, to the extent that the absence of this compliance would have a material effect on the Group.

7.15 There have not been any individuals (including former employees, independent contractors, managers or administrators) providing services to the Group Companies who are not employees of any Group Company but have claimed that they should be considered an employee of a Group Company.

7.16 Each Group Company has, during the three (3) years prior to the Signing Date complied with its obligations in all material respects and has made all payments due to or in respect of its Employees and former employees as well as its temporary personnel and former temporary personnel, under any applicable Law and all applicable terms and conditions, including collective labor agreement, social plan, pension arrangement and employment agreements or assignment agreement or temporary agency agreements binding on such Group Company during the relevant period.

7.17 Other than as Disclosed, no bonus or incentive awards are due or will become due by any Group Company to any Key Employee or Employee in connection with, or pursuant to, the Transaction.

7.18 In the three (3) years prior to the Signing Date, no Employee or former employee of a Group Company has suffered a material accident, illness, injury or other disability in the performance of his work activities that has resulted or may result in a material claim against any Group Company.

7.19 In the twelve (12) months prior to the Signing Date, there have not been any violations of health and safety, working conditions, immigration and chain liability (*ketenaansprakelijkheid*) Laws that have been sanctioned, or, to the knowledge of the Group reported to, or investigated by, the relevant Governmental Authorities. The Group Companies have complied with all instructions of the relevant Governmental Authorities and paid any fines due.

7.20 In the three (3) years prior to the Signing Date, there has not been (i) a collective labour dispute involving a Group Company or (ii) a material dispute between a Group Company and any of its (current or former) Employees. To the Knowledge of the Group, there is no fact, circumstance or matter that may give rise to such disputes.

7.21 In the three (3) years prior to the Signing Date, each Group Company has fully and timely complied with the statutory obligations to inform its employees with fixed-term contracts whether or not their fixed-term employment agreements will be prolonged.

8 Pensions

8.1 The Disclosed Information includes copies of all material pension arrangements relating to the Employees of the Group (other than the mandatory industry-wide pension funds).

8.2 In the three (3) years prior to the Signing Date, none of the Group Companies was obliged to apply the mandatory industry-wide pension fund "Pensioenfonds Zorg en Welzijn" to its employees, and no employee of any Group Company has objected to or suffered disadvantages in connection with his transfer from "Pensioenfonds Zorg en Welzijn" to "Pensioenfonds Detailhandel".

8.3 The Group Companies have not received any written notice stating that there is a (statutory) obligation to participate in any branch industry or otherwise obligatory pension fund in respect of any Employee or former employee of the Group Companies.

8.4 To the Knowledge of the Group, the Group's pension schemes are in compliance with their terms and with the Law in all material aspects.

8.5 All eligible Employees participate in the applicable pensions arrangements on terms materially consistent with the terms and conditions of such plan and/or arrangement.

8.6 No undertaking or assurance has been given by any Group Company, and no announcement has been made to any Group Company, any beneficiary of any pensions arrangements concerning the continuance, introduction, increase or improvement of any pensions arrangements by the Group.

8.7 In the twelve (12) months prior to the Signing Date, the Group has complied with all of its obligations in respect of the pension schemes, including pursuant to the governing documentation of the pension schemes.

8.8 All contributions and costs in relation to the pension schemes payable and due by the Group have been paid by the relevant Group Company to the Group's pension providers. Each Group Company has timely and duly paid or adequately provided for in accordance with the accounting principles in the Annual Accounts the contributions and costs, pension premiums, or any (other) outstanding payment obligations in respect of any retirement benefits (including pre-pension, early retirement or similar benefits), which are due to its pension providers or providers of other employee benefits (including insurance providers) and discharged in full its obligations to pay all salaries, wages, commissions, bonuses, overtime pay, holiday pay, sick pay accrued entitlement under incentive schemes and national insurance contributions and other benefits of or connected with employment.

9 Material Contracts

9.1 For the purpose of this paragraph 9, "**Material Contracts**" means all agreements to which any Group Company is a party that are included in Data Room folders 6, 10.1, 10.2 and 10.3 and numbers 51 through 54 of the "Q&A Edinburgh".

9.2 The Material Contracts are legally valid, binding and enforceable in accordance with their respective terms and in full force and effect.

9.3 In the twelve (12) months prior to the Signing Date, (i) no written notice of material default has been received by any Group Company or the Sellers under the

Material Contracts, and (ii) no counterparty (as applicable) to a Material Contract has notified in writing any Group Company of its decision to materially reduce volume with any Group Company.

9.4 Other than as included in the Material Contracts, the Agreement and the consummation of the Transaction will not result in a breach of, or give any third party a right to terminate under or amend, or result in any Encumbrance under, the provisions of any Material Contract.

9.5 To the Knowledge of the Group, there are no current or pending investigations by healthcare insurers with regards to the lawfulness and efficiency (*rechtmatigheid en doelmatigheid*) of healthcare provided by any of the Group Companies, nor does the Group have any reason to suspect that such investigation will be initiated.

9.6 None of the Group Companies uses (commercial) agents in the contracting of (health)care.

9.7 All Material Contracts are, and have, in the twelve (12) months prior to the Signing Date, been, complied with by the Group Companies in all material respects, and to the Knowledge of the Group, by the counterparties thereto, and no allegation of any material breach of a Material Contract has been received by a Group Company, and to the Knowledge of the Group, there are no circumstances likely to give rise to any breach of, or default under, any Material Contracts by any party thereto.

9.8 None of the Group Companies is aware of any circumstances that could lead to any Material Contract that is up for renewal not to be renewed on the basis of not materially deviating terms and conditions, including pricing.

9.9 The Material Contracts taken together with the other contracts, assets and rights owned by, licensed to, leased to or otherwise legally used by a Group Company are sufficient for the Group to operate its business in the manner and to the extent that it is currently operated and as it has been operated in the twelve (12) months preceding the Signing Date.

9.10 To the Knowledge of the Group, no order or similar instructions have been made by any court of other competent authority requiring the modification of any Material Contract and, to the Knowledge of the Group, no circumstances exist which could reasonably be expected to give rise to any such order or similar instruction in the next twelve (12) months.

9.11 No counterparty under any of the Material Contracts have, in the twelve (12) months prior to the Signing Date, informed any Group Company that it will or is likely to terminate any contract with any Group Company or reduce the level of business it does with any Group Company whether as a result of the proposed Transaction or otherwise.

10 Real property

General

10.1 No Group Company owns any real property, nor has any Group Company owned any real property in the three (3) years prior to the Signing Date.

10.2 The Disclosed Information contains an overview of all Leased Properties.

10.3 Each Group Company leases or has the right to use any Leased Property as necessary to enable it to operate its business in the manner and to the extent that it is currently operated.

10.4 To the Knowledge of the Group, the use of the Leased Properties by the Group Companies complies in all material respects with, if applicable, title deeds, lease agreements, Law and all licences, permits, consents, authorisations, certificates and registrations.

10.5 To the Knowledge of the Group, the execution of and compliance with the terms of this Agreement does not and will not result in any change to the lease or other right to use the Material Leased Properties, including as a result of any change of control clause in any lease agreement relating to the Material Leased Properties (any such lease agreement, a "**Material Lease Agreement**") and any pre-emptive rights or option rights with regard to any Leased Properties.

10.6 To the Knowledge of the Group, each Group Company has complied in all material respects with all building, urban planning and zoning Laws and has obtained all necessary permits and licences in accordance with such Laws. To the Knowledge of the Group, no actions have been taken and no procedures are pending or threatened which might lead to a modification or termination of the permits and licences in respect of the Leased Properties.

Leased Properties

10.7 The Disclosed Information includes all lease agreements with respect to the Leased Properties (the "**Lease Agreements**").

10.8 There are no representations, arrangements or understandings (including fees/contributions for tenant provisions, rent free periods, allowances and incentives, however named) between the Group Companies and the respective lessees/lessors relating to the subject matter of the Leased Properties which are not expressed in the respective Lease Agreements.

10.9 All Lease Agreements have been concluded at arms' length, are in full force and effect, are legally valid and binding on the parties thereto, and enforceable in accordance with their terms.

10.10 No written allegation of any currently ongoing breach of the Lease Agreements has been received by the Group Companies or the Sellers in the twelve (12) months prior to the Signing Date and, to the Knowledge of the Group, there are no circumstances likely to give rise to any material breach of, or material default under, the Lease Agreements by any party thereto.

10.11 Each Group Company, in respect of the applicable Leased Property, complies with the terms of the applicable lease agreement and there are no rent instalments, or other payments or obligations outstanding pursuant to the provisions of any Lease Agreement other than any temporary indebtedness in the ordinary course of business.

10.12 No written notices for termination of any Lease Agreement have been received by any Group Company.

10.13 No Group Company has in the twelve (12) months prior to the Signing Date received written notice of, or is involved in, any dispute concerning any Material Lease Agreement, occupation, or use of the Material Leased Properties.

10.14 None of the Leased Properties are currently sublet by a Group Company.

10.15 In the twelve (12) months prior to the Signing Date, no Group Company has made any renovation or alteration of any Leased Property in excess of EUR 500,000 other than on the basis of and in accordance with the prior consent of the relevant lessor, and to the extent applicable, of the relevant Governmental Authority and, to the Knowledge of the Group, there is no obligation under any Material Lease Agreement to bring back, upon termination of the respective Material Lease Agreement, the Material Leased Property to the state it was in prior to any renovation or alteration by the Group Company.

11 Environmental

11.1 For the purposes of this Paragraph 11 (*Environmental*),

"**Environment**" means any or all of the following media (alone or in combination): air, water (including water underground or in the soil), soil and land and any ecological systems and living organisms supported by these media;

"**Environmental Authority**" means any Governmental Authority having jurisdiction to determine any matter arising under Environmental Law and/or relating to the Environment;

"**Environmental Law**" means all Laws of any relevant jurisdiction in force at the Signing Date whose purpose is to protect or prevent pollution of the Environment or to regulate emissions, discharges, or releases of Hazardous Substances into the Environment, or to regulate the use, treatment, storage, burial, disposal, transport or handling of Hazardous Substances;

"**Environmental Permit**" means any licence, permit, consent, authorisation, certificate, registration and exemption which is issued, granted or required under Environmental Law which is material to the business of the Group as conducted on the Signing Date;

"**Hazardous Substances**" means, to the extent regulated by the Environmental Authority, any wastes, pollutants, contaminants and any other natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) which is capable of causing harm or damages to the Environment or the health of any person, including any medical products that are subject to specific disposal requirements; and

"**Relevant Period**" means the period commencing three (3) years before the Signing Date or the Completion Date, as applicable pursuant to Clause 7.3.3 (*Business Warranties and Tax Warranties*).

11.2 To the Knowledge of the Group, each Group Company is conducting and during the Relevant Period has conducted its business in material compliance with Environmental Law.

11.3 All Environmental Permits have been obtained, are in force and, to the Knowledge of the Group, have been complied with in all material respects during the Relevant Period.

11.4 No Group Company has received any written notice during the Relevant Period of any currently ongoing civil, criminal, regulatory or administrative action, claim investigation or other proceeding or suit relating to a contravention of Environmental Law or Environmental Permits from an Environmental Authority.

11.5 No Group Company has received written notice during the Relevant Period from any Environmental Authority that it is intending to:

(a) revoke or suspend any Environmental Permit without granting a new one, except for Environmental Permits that are not necessary for that Group Company anymore after revoking such Environmental Permit; or

(b) amend any Environmental Permit to the extent such amendment limits the ability of the relevant Group Company to operate its business activities in any material respect.

11.6 To the Knowledge of the Group, no Hazardous Substances are present in any of the soil, subsoil, surface water or groundwater of the land currently or previously owned, leased, used or occupied by any Group Company beyond any pollution level that requires any immediate or material clean-up works and/or other material remedial measures to be performed by any Group Company pursuant to applicable Environmental Laws.

11.7 No Group Company has received written notice during the Relevant Period from any Environmental Authority of any soil investigation in relation to any of its Leased Property that is likely to result in any material costs for the Group. To the Knowledge of the Group, no Group Company is currently required under Law to perform material de-pollution or de-contamination works or bear the costs of such work or any other charges on this subject.

12 Intellectual property, ownership, authorised use

12.1 For the purposes of this Paragraph 12 (*Intellectual property, ownership, authorised use*), "**Intellectual Property**" means all intellectual and industrial property rights, whether registered or unregistered, including any such rights to trademarks, service marks, trade names, domain names, logos, patents, inventions and invention disclosures, know-how, design rights, database rights, copyrights (including such rights in Software), and all other similar rights in any part of the world, including know-how, and where those rights are obtained or enhanced by registration, any registration of those rights and applications and rights to apply for those registrations. "**Group Intellectual Property**" means the Intellectual Property the absence of which would have a material effect on the Group immediately prior to the Signing Date.

12.2 The Group Intellectual Property is (or where appropriate in the case of pending applications, will upon registration be) legally owned by, licensed to or used under the authority of the owner by the relevant Group Companies.

12.3 The Group Intellectual Property owned by the relevant Group Companies is, to the Knowledge of the Group, not being infringed or opposed by any person active in the industry in which the Group is active, in the countries in which the Group is active.

12.4 To the Knowledge of the Group, the processes employed by the Group Companies do not infringe any rights in Intellectual Property of any third party which if enforced would have a material effect on the Group.

12.5 To the Knowledge of the Group, the right of any Group Company to make use of and/or exploit the Group Intellectual Property will not be affected by the execution or performance of this Agreement as a result of any change of control clause in any agreement relating to Intellectual Property.

12.6 In the twelve (12) months prior to the Signing Date, no written notice or claim by any third party has been received by any Group Company: (i) indicating that the Group Intellectual Property has not been adequately protected to preserve the secrecy, confidentiality or value thereof; or (ii) relating to the Group Intellectual Property which has or may have a material adverse effect on the Group.

12.7 To the Knowledge of the Group, the Group Companies are each in compliance with their material obligations under any agreement which provides a Group Company the right to use Group Intellectual Property owned by third parties.

13 Information technology

13.1 For the purposes of this Paragraph 13 (*Information technology*), "**Software**" means computer software, whether in source or in object code, including but not limited to systems software, operational software, application software, interfaces and/or firmware, and all updates, upgrades and/or new versions thereto the absence of which would have a material negative effect on the Group. "**IT Systems**" means the information and communications technologies used by the Group Companies at the Signing Date, including hardware, networks and associated documentation.

13.2 The Software and IT Systems are either owned by, or validly licensed, leased or provided to the relevant Group Company and in the 12 months prior to the Signing Date no Group Company has received written notice from any third party alleging that a Group Company is in default under licences relating to the Software on the IT Systems, and there are, to the Knowledge of the Group, no circumstances in which the ownership, benefit or right to use the Software or IT Systems may be affected by the execution or performance of this Agreement.

13.3 In the three (3) years prior to the Signing Date, there have been no material failures or breakdowns of Software or IT Systems, used or licensed exclusively in relation to the business of the Group, which have had a material negative effect on the Group.

13.4 Each Group Company has taken reasonable precautions to (i) ensure the security of the Software and IT Systems and the confidentiality and integrity of all material data stored in them, (ii) prevent the Software and IT Systems from being affected by any computer virus, ransomware or similar harmful code and (iii) back-up electronically stored records, data and information used on a separate server and have disaster recovery arrangements in relation to the Software and IT Systems in place.

14 Data protection

14.1 The Group Companies have direct control of and access to all records, systems, data and information held by it or on its behalf which are recorded, maintained, stored or wholly or partly dependent on any information technology. Each Group Company owns, or has a right to use, all data collected and generated in and for the current operation of the business of the Group Companies.

14.2 No Group Company has in the three (3) years prior to the Signing Date received a written notice (including any enforcement notice, de-registration notice or transfer prohibition notice), letter or complaint from any data protection authority alleging breach by it of Data Protection Laws or prohibiting the transfer of data outside the applicable territory.

14.3 No Group Company has in the three (3) years prior to the Signing Date received a written claim from any authority or individual in respect of the business of any Group Company under applicable Data Protection Laws, in respect of inaccuracy, loss, unauthorised destruction, unauthorised disclosure or illegal processing of data and there is no outstanding order against any Group Company in respect of the rectification or erasure of data.

14.4 To the Knowledge of the Group, the Group Companies materially comply with material requirements of Data Protection Laws. In the three (3) years prior to the Signing Date, no individual has claimed in writing or been awarded compensation from any of the Group Companies under Data Protection Laws.

14.5 In the three (3) years prior to the Signing Date, no Group Company has suffered a material personal data breach which represents a risk to the rights and freedoms of natural persons, as defined under applicable Data Protection Laws.

14.6 In the three (3) years prior to the Signing Date, none of the Group Companies have suffered a breach of security or incident of unauthorised access, disclosure, use, corruption, destruction or loss of any personal data that any of the Group Companies process and which had a material impact on the Group.

14.7 In the three (3) years prior to the Signing Date, no Group Company has received any written notice or allegation from any Governmental Authority in any jurisdiction or any other person (i) alleging non-compliance with any Data Protection Laws or (ii) prohibiting the transfer of personal data to any place.

14.8 Each Group Company has in the three (3) years prior to the Signing Date, where required by Data Protection Law, notified relevant breaches of its obligations under Data Protection Law to relevant Governmental Authorities in accordance with Data Protection Law.

14.9 Each Group Company has, where required by Data Protection Law, notified relevant breaches of its obligations under Data Protection Law to data subjects in accordance with Data Protection Law.

14.10 The Data Room includes the data protection policies (including in relation to record keeping, data retention, employee privacy, data subject access rights and data processing) in place within the Group.

15 Legal compliance

15.1 All licences, permits, consents, authorisations, certificates, registrations and other permissions required for or in connection with the carrying on of the business of the Group Companies as at the Signing Date (the "**Key Permits**") have been obtained and are in full force and effect.

15.2 To the Knowledge of the Group, each Group Company is conducting (and has at all times during the three (3) years prior to the Signing Date conducted) its business activities in material compliance with the Law (including but not limited to quality requirements of healthcare Laws, such as the Healthcare Quality, Complaints and Disputes Act (*Wet kwaliteit, klachten en geschillen zorg*), Medical Treatment Contracts Act (*Wet op de geneeskundige behandelingsovereenkomst*) and Individual Health Care Professions Act (*Wet op de beroepen in individuele gezondheidszorg*) and the Key Permits.

15.3 There are no facts or circumstances which are likely to give rise to any of the Key Permits being suspended, cancelled, revoked, terminated or not renewed. To the Knowledge of the Group, the Transaction will not result in the suspension, cancellation, revocation, termination or non-renewal of any Key Permit. In the twelve (12) months prior to the Signing Date, no written notice has been received by any Group Company that any Key Permit is likely to be revoked.

15.4 To the Knowledge of the Group, each Group Company has, in the three (3) years prior to the Signing Date, complied with all Law required to own and to operate the assets and/or to carry on the business of such Group Company in all material respects and, to the Knowledge of the Group, no circumstances exist or have existed which result, or have resulted in, a material contravention of said Law.

15.5 There is no, and there has not been in the three (3) years prior to the Signing Date, any order, decree, decision or judgment of any Governmental Authority outstanding against any Group Company and, to the Knowledge of the Group, there is no, and there has not been in the three (3) years prior to the Signing Date, any investigation, disciplinary proceeding or inquiry by any Governmental Authority against any Group Company.

15.6 Neither the Company, nor to the Knowledge of the Group, any of the directors, officers, agents or Employees of any Group Company (during the course of their duties) has done or omitted to do anything which is a contravention of any Law which has resulted or may result in any fine, penalty, other liability or sanction on the part of a Group Company.

15.7 In the twelve (12) months prior to the Signing Date, no Group Company has received any written notice from any Governmental Authority with respect to a material violation, failure or both to comply with any Law or requiring it to take or omit any material action.

15.8 Each Group Company has in all material respects conducted its business in accordance with its constitutional documents and applicable legislation, such as but not limited to the Healthcare Insurance Act (*Zorgverzekeringswet*), the Care Providers (Accreditation) Act (*Wet toetreding zorgaanbieders*), the Health Care Market Regulation Act (*Wet marktordening gezondheidszorg*), Participation (Involvement) of Clients in Care Institutions Act 2018 (*Wet medezeggenschap cliënten zorginstellingen 2018)* and the Healthcare Quality, Complaints and Disputes Act (*Wet kwaliteit klachten en geschillen zorg*).

15.9 All audits that are effected by healthcare insurance companies (*materiële controle, formele controle en fraudeonderzoek*) at the date of this Agreement and during the period five years prior the date of this Agreement have been settled or disclosed in the Data Room.

15.10 To the Knowledge of the Group, no Group Company is, and has not been in the three (3) years prior to the Signing Date, a party to agreement which contravenes any antitrust, anti-monopoly or anti-cartel Law.

15.11 Each Group Company is and has been carrying on its business activities in material compliance with Anti-Bribery Laws and, to the Knowledge of the Group, applicable financial record keeping and reporting requirements, rules, regulations and guidelines.

15.12 In the three (3) years prior to the Signing Date, no Group Company, nor to the Knowledge of the Group, any of the Group's officers, directors, authorised employees, agents or representatives for which the Group is liable has taken any action or inaction, directly or indirectly, which constitutes an offence, or is party to any actual or threatened proceedings or outstanding enforcement action, under any Anti-Bribery Laws.

15.13 To the Knowledge of the Group, in the three (3) years prior to the Signing Date, no Group Company, nor to the Knowledge of the Group, any of the Group's officers, directors, authorised employees or representatives for which the Group is liable is or has been the subject of any action, investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence under Anti-Bribery Laws, Sanctions Laws, and Export Control Laws, and no Group Company has received any written notification that any such action, investigation, inquiry or proceedings are or have been threatened or are pending and, to the Knowledge of the Group, there are no circumstances existing that could reasonably be expected to give rise to any such action, investigation, inquiry or proceedings.

15.14 No Group Company nor any of their respective directors, officers or Employees nor, to the Knowledge of the Group, any agent when acting on behalf of any Group Company, has (i) at any time during the twelve (12) months prior to the Signing Date engaged in any activity, practice or conduct which constitutes a breach or violation of Sanctions Laws, or (ii) at any time during the twelve (12) months prior to the Signing Date engaged in any dealings or transactions (a) with any individual or entity that is or was a person sanctioned under Sanctions Laws, (b) with any individual or entity that is or was a restricted party under Export Control Laws, or (c) involving any persons located, organized, or ordinarily resident in, Belarus, the Crimea region, the Donetsk and Luhansk regions, Cuba, Iran, Myanmar, North Korea, Russia, Venezuela, Syria (each a "**Restricted Country**") and that would be in breach of Sanctions Laws.

16 Litigation and claims

16.1 No Group Company is involved, whether as claimant or defendant or other party, in any claim, proceeding, litigation, prosecution or arbitration (other than as claimant in the collection of debts arising in the ordinary course of its business) which involves a potential liability for such Group Company in excess of fifty thousand euro (EUR 100,000) in an individual case.

16.2 In the five (5) years prior to the Signing Date, no Group Company has received any claim or potential claim or has otherwise become aware of a (potential) claim against any of the Group Companies, or has been involved in, or affected by, any litigation, arbitration, or other legal proceedings relating, resulting from to or involving any medical malpractice, or any alleged breach of express or implied warranties or representations that could potentially lead to costs or reputational harm for the Group.

16.3 In the twelve (12) months prior to the Signing Date, no proceeding, litigation, prosecution or arbitration was threatened in writing against a Group Company which involves a potential liability for such Group Company in excess of fifty thousand euro (EUR 100,000) in an individual case.

16.4 To the Knowledge of the Group, no fact or circumstance exists which is likely to give rise to a claim, proceeding, litigation, prosecution, regulatory enforcement or arbitration involving a Group Company which is reasonably likely to have a material adverse effect on the business of the Group or any Group Company.

16.5 No Group Company has any outstanding obligations under any existing court decision, arbitration award, judgment, award, binding advice or any other order or judgment of any Governmental Authority in excess of fifty thousand euro (EUR 100,000).

17 Tax

17.1 Each Group Company has duly, correctly and within any appropriate time limits (taking into account available extensions of filing periods), paid all Tax for which it is or has been liable to pay and has not been, and is not, under any liability to pay any material penalty, fine or surcharge or material amount of default interest in respect of Tax.

17.2 All withholdings, deductions and retentions of or on account of Tax (including payroll withholdings) which any Group Company is or was required to make have been made and have been accounted for to the relevant Tax Authority by the applicable due date and all employer national insurance and other social security contributions for which any Group Company is or was liable have been paid to the relevant Tax Authority by the applicable due date, including all withholding or contributions applicable to material benefits in kind provided for, or employment related securities issued to, directors, employees or former employees of any Group Company or, to the Knowledge of the Group, any persons required to be treated as such.

17.3 All computations, Tax Returns, notices and other information, which are or have been required by Law to be filed with or provided to any Tax Authority by any Group Company for any Tax purpose have been made on a proper basis, have been filed or provided within the requisite period and were (when filed or provided) complete, true and correct in all material respects and, to the Knowledge of the Group, none of them is the subject of any written dispute with or investigation by any Tax Authority.

17.4 The Annual Accounts include correct provisions or reserves in accordance with the accounting principles (as appropriate) for Tax liabilities to be assessed on each Group Company or for which a Group Company is accountable (but was not liable to pay before the Effective Date) in respect of income, gains, profits, turnover and wages so earned, accrued, paid or received before the Effective Date (or deemed to have been earned, accrued or received) for any Tax, and in respect of any event occurring (or deemed to have occurred) for any Tax purpose before the Effective Date.

17.5 Each Group Company has in its possession or under its control all necessary records, invoices and other information relating to Tax in respect of all periods, transactions and events which are required by Law to be maintained or which are required to enable the Tax liabilities of each Group Company to be calculated accurately in all material respects.

17.6 In the five (5) years prior to the Signing Date, all transactions and agreements between the Group Companies and the Sellers have been and are on at arm's length terms. There are no circumstances that could cause any Tax Authority to make any adjustment for Tax purposes, or require any such adjustment to be made, to the terms on which any such transaction is treated as taking place, and no such adjustment has been made or attempted in fact.

17.7 No Group Company is involved in any Tax Audit or other unresolved written dispute in relation to Taxes, nor has it since 28 March 2025 been the subject of any written dispute, investigation, audit, litigation or non-routine visit by or involving any Tax Authority. To the Knowledge of the Group, there is no planned investigation, audit, litigation or visit by, or involving, any Tax Authority in respect of any Group Company.

17.8 Each Group Company is duly registered for the purposes of any applicable VAT in its country of incorporation, if any. Each Group Company has complied with all applicable statutory provisions, rules, regulations, orders and directions concerning VAT, including the making on time of accurate returns and payments and the maintenance of material records. No Group Company has been subject to any material interest, forfeiture, surcharge or penalty in respect of applicable VAT. Each Group Company obtains credit for all input VAT paid or suffered by it. No Group Company can be subject to a revision of its VAT position, leading to a recapture of VAT deducted.

17.9 Each Group Company is and has been exclusively resident for all Tax purposes and subject to Taxation in its jurisdiction of incorporation only, and has not at any time been resident or had any actual or deemed branch, agency or permanent establishment or permanent representative in any other jurisdiction for any Tax purpose (including any double Tax arrangement) and since 1 January 2022 no Tax Authority has ever sought to assert the same.

17.10 To the Knowledge of the Group, none of the Group Companies have since 1 January 2022 been a party to or otherwise involved in, any transaction, scheme or arrangement (or series of transactions, schemes or arrangements) the main purpose or object or one of the main purposes or objects of which is to avoid or reduce a liability to Tax or to secure a Tax advantage.

17.11 No Tax Authority currently operates, or has since 1 January 2022 agreed to operate, any special written arrangement or agreement (being a written arrangement or agreement, including tax rulings, not based on a strict and correct application of the relevant legislation) in relation to any Group Company's Tax affairs and no Group Company has a request pending before a Tax Authority for any such arrangement or agreement. Any transaction for which a Tax ruling has been obtained or a written agreement has been reached with the Tax Authority has been carried out only in accordance with the terms of such ruling or written agreement and the facts and circumstances described therein.

17.12 None of the Group Companies have since 1 January 2022 used or requested exemption, allowances, facilities, roll-over relief or deferrals in relation to Tax, or made a depreciation in respect of Tax, that could at any time result in a claw-back or recapture, or otherwise give rise to Tax, including but not limited to exemptions or deferrals of Tax relating to any reorganisation or merger.

17.13 No transaction in respect of which any consent or clearance was required by applicable Law or agreement or sought from any Tax Authority has been entered into or carried out by the Group Companies, without such consent or clearance having first been properly obtained. Any transaction for which such consent or clearance was obtained has been carried out only in accordance with the terms of such consent or clearance and the application on which the consent or clearance was based and at a time when such consent or clearance was valid and effective.

18 Insurance

18.1 Data Room folder 11.12.1 includes an overview of all material insurances entered into by the Group Companies.

18.2 The insurances of the Group give cover against risks which are normally insured by companies carrying on similar business activities or owning assets of a similar nature and are sufficient for the continuation of the Group's business in its current form and for the compliance of the Group Companies with all requirements of Law and of all agreements to which they are a party.

18.3 In the twelve (12) months prior to the Signing Date, no claims in excess of fifty thousand euro (EUR 50,000) on an individual basis or a series of claims in relation to the same issue which remain outstanding have been made by any Group Company under any such insurances.

18.4 In relation to each insurance policy referred for in Paragraph 18.1, the following applies to the extent applicable to the Group Companies:

(a) the insurance policy is in full force and effect;

(b) all premiums due and payable in the twelve (12) months prior to the Signing Date have been duly paid; and

(c) there has been no act or omission that could make any insurance policy void or voidable.

18.5 In the twelve (12) months prior to the Signing Date, the Group Companies have not received any written notification from an insurance company stating that one of the insurance agreements mentioned therein is terminated or that the conditions have been or shall be materially adversely modified, other than in the ordinary course renewal of insurance agreements.

18.6 To the Knowledge of the Group, in the twelve (12) months prior to the Signing Date, no Group Company has been refused any material insurance.

19 Disclosure

19.1 To the Knowledge of the Group, and without prejudice to Clause 7.6 (*No forecasts*), all information in the Data Room was true and accurate in all material respects on the Business Day prior to the Signing Date.

19.2 To the Knowledge of the Group, no information on the business of the Group Companies that can reasonably be deemed material for a prospective buyer of the Shares has been withheld by the Sellers or the Company from the Purchaser prior to the Signing Date.

Schedule 11 Tax

1 Definitions and interpretation

1.1 Capitalised terms used but not defined in this Schedule 11 (*Tax*) have the meaning as set forth in Schedule 1 (*Definitions and Interpretation*). The following capitalised terms used in this Schedule 11 (*Tax*) have the following meaning:

"**Accounts Relief**" means any Relief included in the EV-to-Equity Bridge, as an asset or by way of a reduction of a liability;

"**Actual Tax Liability**" means a liability to make or suffer an actual or increased payment of or in respect of Tax, including a payment by way of a set-off against a current Tax receivable;

"**Deemed Tax Liability**" means:

(a) the use or set-off of any Purchaser's Relief in circumstances where, but for that use or set-off, an Actual Tax Liability would have arisen in respect of which the Sellers would have been liable under Paragraph 2 of this Schedule 11, in which case the amount of the Deemed Tax Liability shall be the amount of the Actual Tax Liability in respect of which the Sellers would have been liable under Paragraph 2 of this Schedule 11 but for such use or set off; or

(b) any Accounts Relief that is unavailable, lost, reduced or cancelled in which case the amount of the Deemed Tax Liability will be the amount by which the net assets of a Group Company as shown in the EV-to-Equity Bridge would have been reduced (or its net liabilities would have been increased) but for the presumed availability of the Relief;

"**Event**" means any transaction, event, act, circumstance, fact or omission or any transaction, event, act, circumstance, fact or omission deemed to occur for Tax purposes;

"**Purchaser's Relief**" means (a) any Relief available to a Group Company as a result of an Event or Events occurring (or deemed to occur) on or after the Effective Date, or available or arising in respect of a period or part of a period beginning on or after the Effective Date, (b) any Relief of a member of the Purchaser’s Group (other than a Group Company) at any time, and (c) any Accounts Relief;

"**Tax Issue**" has the meaning given in Paragraph 5 of this Schedule 11; and

"**Tax Liability**" means an Actual Tax Liability or a Deemed Tax Liability.

1.2 Any reference to any 'income, gains, profits, turnover, sales or wages earned, accrued, made, paid or received' includes income, gains, profits, turnover, sales or wages deemed to be earned, to have accrued, to be made, to be paid or to be received for Tax purposes.

1.3 Any references to an Event on or before a particular date or in respect of a particular period include Events which are for the purposes of Tax deemed or treated to have occurred at or before that date or in respect of that period.

1.4 For the purposes of this Schedule 11, all rights and liabilities of the Parties shall be calculated on the assumption, if not actually the case, that the day immediately before the Effective Date, or if relevant, the Completion Date is the end of the relevant period.

2 Tax Covenant

Subject to Completion and the applicable limitations set out in this Agreement, each Seller shall pay to the Purchaser, as far as possible by way of an adjustment of the Consideration, an amount equal to such Seller's Pro Rata Part multiplied by the amount of:

(a) any Tax Liability of a Group Company arising:

(i) as a result of any Event or Events occurring before the Effective Date; or

(i) in respect of any income, gains, profits, turnover, sales or wages earned, accrued, made, paid or received before the Effective Date;

(b) any Tax Liability of a Group Company arising:

(i) as a result of any Event or Events occurring outside the ordinary course of business of such Group Company in the period from (and including) the Effective Date up to and including Completion; or

(ii) in respect of any income, gains, profits, turnover, sales or wages earned, accrued, made, paid or received outside the ordinary course of business of such Group Company in the period from (and including) the Effective Date up to and including Completion;

(iii) from any Tax Liability that is primarily a Tax liability of any person other than the Group Companies, to the extent such Tax Liability relates to the period up to and including the Effective Date and for which any of the Group Companies is held liable pursuant to articles 34, 35, 39 and 43 of the Tax Collection Act 1990 (*invorderingswet 1990*); or

(iv) from a liability for Tax of any member of the Sellers' Group to the extent such liability has been offset against a right of a Group Company to a repayment of Tax, including article 24 of the 1990 Tax Collection Act (*Invorderingswet* 1990);

(c) any reasonable out-of-pocket costs or expenses incurred by a member of the Purchaser's Group or a Group Company in connection with (i) any Tax Liability (or claim for such Tax Liability) referred to in this Paragraph 2, or (ii) the handling, resisting, prevention, settling or mitigation of a Tax Liability or any facts, circumstances or Tax Audit that could give rise to such Tax Liability for which the Sellers could otherwise be liable pursuant to this Paragraph 2 but for such handling, resisting, settling, mitigation or prevention.

3 Exclusions and limitations

The exclusions and limitations set out in Clauses 8.3 (*Time limitations*), 8.4 (*Minimum claims*), 8.5 (*Maximum Liability*), 8.6 (*W&I Insurance*), 8.7 (*Disclosures*), 8.8 (*Provisions*), 8.9 (*Purchaser's awareness*), 8.10 (*Subsequent matters*), 8.11 (*Net financial benefit*), 8.12 (*Breaches capable of remedy*), 8.13 (*Mitigation of Losses and Liabilities*), 8.14 (*Purchaser's right to recover*), 8.15 (*No double claims*) and 8.16 (*Contingent Liabilities*) shall limit, and Clause 8.17 (*Fraud*) shall also apply to, the Sellers' liability under this Schedule 11.

4 Due date for payment

The Sellers shall make any payment in respect of a Tax Claim within ten (10) Business Days after the date on which the written demand for the amount due is received by the Sellers from the Purchaser or, if later and applicable:

(a) if the payment relates to an Actual Tax Liability which is on the date of that demand not yet due by the relevant Group Company, on the date which is five (5) Business Days before the date on which the payment of the relevant Tax Liability should be made in order to avoid interest and penalties arising in respect thereof (ignoring for this purpose any application to postpone payment of, appeal against, or amendment of any assessment or other notification of that Tax); or

(b) in the case of a Deemed Tax Liability relating to the use or set-off of a Purchaser's Relief, on the date the Actual Tax Liability would otherwise have become due but for the use or set-off of the relevant Purchaser's

Relief, or if a claim relates to the loss, failure to obtain or reduction of any Accounts Relief, the due date for payment is the date ten (10) Business Days after the date on which notice setting out the amount due is duly served on the Sellers by the Purchaser.

5 Conduct of Tax Audits

5.1 The Purchaser shall notify the Sellers' Representative in writing as soon as reasonably practicable and in any event within fifteen (15) Business Days after the relevant member of the Purchaser's Group or a Group Company becomes aware of any Tax Audit or other circumstance that may give rise to a Tax Claim for which the Sellers could become liable pursuant to this Agreement in excess of the one euro (EUR 1) cap set out in Clause 8.5 (*Maximum Liability*) (a "**Tax Issue**"). The failure to timely notify the Sellers' Representative shall not release the Sellers of any liability pursuant to this Schedule 11 (*Tax*). Such notice shall include all details in respect of such Tax Issue reasonably available to the Purchaser's Group.

5.2 The Purchaser shall have the right to employ counsel and to settle and compromise any Tax Issue, provided that in respect of such Tax Issue the Purchaser shall, and shall procure that the relevant Group Company will:

(a) timely provide the Sellers' Representative with copies of all relevant materials and data and correspondence entered into and reasonable details of any conversations or meetings with any Tax Authority to the extent that such materials, data, correspondence, conversations or meetings are relevant for the Tax Issue in question;

(b) take into account any reasonable requests timely received from the Sellers' Representative in respect of the Tax Issue and allow the Sellers to provide their reasonable comments for purposes of the defence or mitigation of any claim or allegation of a Tax Authority to the extent relating to the Tax Issue;

(c) allow the Sellers' Representative to participate in the defence or mitigation of any claim or allegation of a Tax Authority to the extent relating to the Tax Issue; and

(d) advise the Sellers' Representative periodically of developments and obtain the Sellers' prior written approval (such approval not to be unreasonably withheld, conditioned or delayed) on material decisions (including settlements or compromises) to the extent relating to the relevant Tax Issue and on all material written communication to any Tax Authority or competent court to the extent relating to the relevant Tax Issue.

5.3 In addition to the rights and obligations set out in Clause 15.2 (*Retention of records*), each Party shall, and shall cause the Group Companies to, provide the other Party all information and render all assistance which may reasonably be requested by the other Party for the purpose of such Party exercising its rights under this Schedule 11 (*Tax*) or the handling of its Tax affairs.

5.4 In case of a conflict between the obligations of the Purchaser under this Paragraph 5 (*Conduct of Tax Audits*) and the rights of the W&I Insurance Provider under the W&I Insurance Policy, the rights of the W&I Insurance Provider shall take precedence.

6 Governing procedure for Tax Claims

This Schedule 11 (*Tax*) governs the procedure for all Tax Claims and in case of a conflict between this Schedule 11 (*Tax*) and the remainder of the Agreement, this Schedule 11 (*Tax*) takes precedence.

Schedule 12 Disclosure Letter

To:
EuroEyes Netherlands Holding B.V.
3/F Plaza 2000, 2-4 Russell Street, Causeway Bay, Hong Kong

[•], [•]

Dear Sirs/Madams,

We refer to the sale and purchase agreement between Committed Capital Fund I Coöperatie U.A., Stichting Administratiekantoor Batoan, Mateflo B.V., FYEO WPP B.V. and Stichting Administratiekantoor FYEO WPP as the Sellers, and EuroEyes Netherlands Holding B.V. as the Purchaser dated 20 February 2026 (the "**Agreement**"). Terms defined in the Agreement shall have the same meaning in this letter, unless the context otherwise requires.

This letter is the Disclosure Letter referred to in the Agreement. This Disclosure Letter is to disclose matters and information on behalf of the Sellers in relation to the Sellers' Warranties in Clause 7.1 (*Fundamental Warranties*), Schedule 10 (*Business Warranties and Tax Warranties*) and the Tax Covenant to the Agreement. The Sellers' Warranties are, among other things, qualified by the disclosures contained or referred to in this Disclosure Letter and the Sellers shall not be in breach of any of the Sellers' Warranties in respect of the facts, matters or other information Disclosed in this Disclosure Letter.

For convenience, each fact, matter or other information Disclosed is listed against the Paragraph number of the Sellers' Warranties given in 7.1 (*Fundamental Warranties*), Schedule 10 (*Business Warranties and Tax Warranties*) and the Tax Covenant to the Agreement to which the disclosure is most likely to relate, however, it is understood that a disclosure applies to all Sellers' Warranties and a disclosure is not limited in any way to the specific Sellers' Warranties to which it refers below.

Warranty reference(s)	Disclosure(s)
[•]	[•]
[•]	[•]
[•]	[•]

Yours sincerely,
[•]

____

Name:

Title:

Schedule 13 W&I Insurance Policy

[*To be furnished by the Purchaser.*]

Warranty & Indemnity Insurance Policy

Project AI

Policy Number: MA601311

Date of Issue: 20 February 2026

Insurance Schedule

1.	**Insured:**	EuroEyes Netherlands Holding B.V.
2.	**Insured's address:**	Plaza 2000, 3/F, 2-4 Russell Street, Causeway Bay, Hong Kong
3.	**Deal Team Members:**	Dr. Jørn Slot Jørgensen (CEO) Mr. Marcus Bracklo (CFO)
4.	**Sellers:**	Committed Capital Fund I Coöperatie U.A. Stichting Administratiekantoor Batoan Mateflo B.V. FYEO WPP B.V. Stichting Administratiekantoor FYEO WPP
5.	**Target:**	FYEO Europe B.V.
6.	**Sale and Purchase Agreement (SPA):**	Sale and purchase agreement relating to all of the issued and outstanding shares in the share capital of the Target between the Sellers and the Insured and EuroEyes International Eye Clinic Limited as the Insured's guarantor dated 20 February 2026
7.	**Policy Period:**	Commencing on the date of the SPA (the **Inception Date**) and ending on the relevant Expiry Date as follows: (i) 84 months from the Completion Date in respect of the Fundamental Warranties, Tax Warranties and Tax Indemnity; (ii) 60 months from the Completion Date in respect of the Employment and Environmental Warranties; and (iii) 36 months from the Completion Date in respect of the Financial Warranties and the General Warranties
8.	**Limit of Liability:**	EUR 13,500,000 in aggregate for the Policy Period
9.	**De Minimis:**	Nil in respect of the Fundamental Warranties; EUR 50,000 in respect of the Financial Warranties; EUR 10,000 in respect of the General Warranties and the Employment and Environmental Warranties; and EUR 75,000 in respect of the Tax Warranties and Tax Indemnity; for each and every Loss
10.	**Retention:**	Nil in respect of the Fundamental Warranties, and

EUR 135,000 in respect of the Employment and Environmental Warranties, Financial Warranties, General Warranties, Tax Warranties and Tax Indemnity in aggregate for the Policy Period tipping to nil

11.	**Premium:**	EUR 130,815
12.	**IPT:**	EUR 27,471.15 (21% of the Premium, being the rate of IPT in the Netherlands)
13.	**Underwriting Fee:**	EUR 12,500 (inclusive of applicable taxes)
14.	**Total Cost:**	EUR 170,786.15
15.	**Broker:**	Howden M&A
16.	**Broker Commission:**	20% of the Premium, exclusive of IPT. This is noted on the Policy by way of information only and is payable by the Insurers to the Broker.
17.	**Insurers:**	As set out in Appendix A1 of this Policy.
18.	**Managing Agent:**	As set out in Appendix A2 of this Policy.
19.	**Notifications:**	Any Claim Notice or other notice given in connection with this Policy: DUAL Europe GmbH Westersingel 98 3051 LC Rotterdam the Netherlands E-mail: W&I_claims@dualgroup.com with a copy of any Claim Notice (not to constitute notice) to: M&AClaims@howdengrp.com

Coverage Schedule

1. Insured Provisions

For the purposes of the corresponding definitions at Clause 1.1 of the Terms and Conditions, the Insured Provisions are collectively:

1.1 Clause 7.2 and 7.3 of the SPA, and paragraphs 1 and 10.1 of Schedule 10 to the SPA (the **Fundamental Warranties**);
1.2 Schedule 10 to the SPA (other than paragraphs 1 and 10.1, the Employment and Environmental Warranties, the Financial Warranties and the Tax Warranties (the **General Warranties**);
1.3 Paragraphs 7, 8 and 11 of Schedule 10 to the SPA (the **Employment and Environmental Warranties**)
1.4 Paragraph 3 of Schedule 10 to the SPA (the **Financial Warranties**);
1.5 Paragraph 17 of Schedule 10 to the SPA (the **Tax Warranties**); and
1.6 Paragraph 2 of Schedule 11 to the SPA (the **Tax Indemnity**).

2. Coverage exclusions

2.1 General exclusions

2.1.1 **Known Issues:** Save in respect to the Fundamental Warranties, any Breach in respect of which any Deal Team Member had Actual Knowledge on or prior to the Inception Date.

2.1.2 **Interim Period Breach:** Any Interim Period Breach in respect of which any Deal Team Member first obtained Actual Knowledge during the Interim Period.

2.1.3 **Disclosed Breach:** Save in respect of the Fundamental Warranties, any Breach which has been Disclosed in the following documents (the **Disclosed Information**):
(i) Transaction Documents;
(ii) Data Room;
(iii) Due Diligence Materials; and
(iv) any Interim Period Breach which has been Disclosed in the Completion Disclosure Letter.

2.1.4 **Lloyd's Exclusions:** Any of the matters set out in Appendix B of this Policy.

2.1.5 **Market Limitations:** Any of the matters set out in Appendix C of this Policy.

2.1.6 **Purchase Price Adjustment:** Any Loss to the extent it arises out of: (i) a purchase price adjustment pursuant to Clause 3 of the SPA; or (ii) any Leakage, having the meaning given to it in the SPA.

2.1.7 **Condition of Assets:** Any physical defect or deficiency in the design, materials, condition, maintenance or construction of any physical asset (including computing assets or systems) owned or used by the Target Group.

2.1.8 **Defined Benefit Scheme:** Any funding deficit or breach of any other obligations on the Target Group in connection with any defined benefit pension scheme participated in (presently or historically) by any member of the Target Group.

2.1.9 **Medical Malpractice:** any actual or alleged act, error, omission, negligence or breach of duty of care by any person in the provision of (or failure to provide) services to a natural person on behalf of the Target Group, resulting in (or failing to prevent) such person sustaining bodily or psychological injury.

2.1.10 **Professional Liability:** any actual or alleged act, error, omission, negligence or breach of duty of care by any person in the provision of (or failure to provide) services on behalf of the Target Group to a third party, in each case save where such Loss is covered under an insurance policy of the Target Group and such policy responds but the Loss exceeds the cover under such policy.

2.2 Transaction-specific exclusions

2.2.1 Any Loss and/or liability related to the facts, matters, circumstances directly relating to or following from:

- the events described in paragraphs D.1. (pages 30 and 31) and H.2. (pages 38 and 39)of the Legal DD Report; and
- item #5 on page 10 and item #9 on page 12 and 19 of the Tax and HR DD Report.

3. Coverage qualifications

3.1 Amendments to covered Insured Provisions

For the purposes of the Policy, the following Insured Provisions shall be deemed amended as follows:

Schedule 10 to the SPA, paragraph:

- 10.15: insert “To the Knowledge of the Group” at the start
- 13.4: insert “To the Knowledge of the Group” at the start
- 18.2: insert “To the Knowledge of the Group” at the start

- 1.12: delete “to the Knowledge of the Group”
- 2: delete “to the Knowledge of the Group”
- 4.5(a): delete “to the Knowledge of the Group”
- 4.6: delete “to the Knowledge of the Group”
- 6.2: delete “to the Knowledge of the Group”
- 7.10: delete “to the Knowledge of the Group”
- 7.19: delete “to the Knowledge of the Group”
- 7.20: delete “to the Knowledge of the Group”
- 8.4: delete “to the Knowledge of the Group”
- 9.5: delete “to the Knowledge of the Group”
- 9.10: delete “to the Knowledge of the Group” in both instances
- 10.4: delete “to the Knowledge of the Group”
- 10.5: delete “to the Knowledge of the Group”
- 10.6: delete “to the Knowledge of the Group” in both instances
- 10.10: delete “to the Knowledge of the Group” (in relation to Group Companies only)
- 11.7: delete “to the Knowledge of the Group”
- 12.4: delete “to the Knowledge of the Group”
- 12.5: delete “to the Knowledge of the Group”
- 12.7: delete “to the Knowledge of the Group”
- 13.2: delete “to the Knowledge of the Group”
- 14.4: delete “to the Knowledge of the Group”
- 15.5: delete “to the Knowledge of the Group”
- 15.6: move “to the Knowledge of the Group” to before “officers, agents”
- 15.12: move “to the Knowledge of the Group” to before “agents or representatives”
- 15.13: delete “to the Knowledge of the Group” in first instance, and delete “to the Knowledge of the Group” in second instance in relation to “directors” only
- 17.2: delete “to the Knowledge of the Group”
- 17.3: delete “to the Knowledge of the Group”
- 17.7: delete “to the Knowledge of the Group”
- 17.10: delete “to the Knowledge of the Group”
- 18.6: delete “to the Knowledge of the Group”

3.2 Deemed amendments to Transaction Documents

The following amendments shall be deemed made to the Transaction Documents for the purposes of interpreting any Insured Provision in respect of this Policy:

(i) any reference in the Insured Provisions to “agreement”, “contract”, “notice”, “notification”, “communication”, “declaration”, “enquiry”, “claim”, “allegation”, “decision”, “threatened”, “informed”, “indicated”, “announced”, “notified” or similar shall be deemed to be pre-fixed with “written” or suffixed with “in writing” (as the case may be);

(ii) any reference in the Insured Provisions to “Tax” shall refer to Tax in relation to the period up to the end of 2024 only.

4. Limitation provisions

The Insurer shall disregard the following Limitation Provisions mentioned in the SPA:

(i) Background C
(ii) Clause 7.1.2
(iii) Clause 8.2
(iv) Clause 8.3
(v) Clause 8.4
(vi) Clause 8.5
(vii) Clause 8.6.2 and Clause 8.6.3
(viii) Clause 8.7.1
(ix) Clause 8.9
(x) Clause 8.11
(xi) Clause 8.12
(xii) Clause 8.13
(xiii) Clause 8.14
(xiv) Clause 11
(xv) Clause 15.5
(xvi) Clause 15.14
(xvii) Clause 15.18
(xviii) Clause 15.21
(xix) Schedule 1, definition of “Disclosed”
(xx) Schedule 1, definition of “Losses”
(xxi) Schedule 11, paragraph 2 the phrase “and the applicable limitations set out in this Agreement” to the extent disregarded in this clause 4
(xxii) Schedule 11, paragraph 2 the phrase “as far as possible by way of an adjustment of the Consideration”
(xxiii) Schedule 11, paragraph 2 the phrase “such Seller’s Pro Rata Part”
(xxiv) Schedule 11, paragraph 3 to the extent disregarded in this clause 4
(xxv) Schedule 11, paragraph 4
(xxvi) Schedule 11, paragraph 5

Signed by the Managing Agent for and on behalf of the Insurers.

Adriaan Bonger, Co-Head of Transactional Risk Benelux

For and behalf of the Managing Agent

Date: 20 February 2026

Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In this Policy, unless a contrary intention is expressly stated, the following definitions shall apply:

Actual Knowledge	means the actual personal knowledge of the specific individual(s) or groups of individuals identified in the relevant clauses of this Policy of a particular fact, matter or circumstance which, for the avoidance of doubt, does not include the constructive, deemed or imputed knowledge of such specific individual(s), nor does it include any knowledge of any other person, including but not limited to third parties, agents, advisers, directors, officers, employees of the Insured (save in their capacity of Deal Team Member) or any of its Group Companies. Actual Knowledge does not include any duty or obligation of inquiry or investigation, other than solely for the purposes of the No Claims Declarations and the due enquiry of the Deal Team Members expressly required in connection with them. The Insurers shall bear the burden of proving that any relevant person had Actual Knowledge of any Breach. For the avoidance of doubt, the knowledge of a Deal Team Member shall not be deemed to include any knowledge of any Seller or any agent, advisor, director, officer or employee of the Sellers.
Breach	means a breach of or claim under any of the Insured Provisions.
Broker	has the meaning given to it in Item 15 of the Insurance Schedule.
Business Day	has the meaning given to it in the SPA.
Claim Notice	means a notice delivered in accordance with Clause 9 of this Policy.
Completion	has the meaning given to it in the SPA.
Completion Date	has the meaning given to it in the SPA.
Completion Disclosure Letter	has the meaning given to it in the SPA.
Completion No Claims Declaration	means the declaration executed on behalf of the Insured by a Deal Team Member on the Completion Date in the form of Appendix D2.
Data Room	has the meaning given to it in the SPA.
De Minimis	means the amount stated in Item 9 of the Insurance Schedule.
Deal Team Members	has the meaning given to it in Item 3 of the Insurance Schedule.
Defence Costs	has the meaning given to it in Clause 6.1 of this Policy.
Disclosed	means that the relevant facts and circumstances regarding a matter: (a) are disclosed in such a manner and in such detail that allows the Insured to, on the face of relevant documents (without the need to cross-reference documents or perform additional enquiries), make an informed assessment of the nature, scope and relevance of the matter disclosed and the consequences thereof, it being understood that any description

	of or reference to any risk set out in the Disclosed Information must refer to a concrete risk and not merely an abstract theoretical reference; and (b) have been included in such sections of the Data Room where such information can reasonably be expected to be located, always provided that where reference is made to a (particular part of a) document, but that document has not been provided in the Disclosed Information, such reference to a (particular part of a) document shall not be deemed to be Disclosed).
Due Diligence Materials	means the materials referred to in Appendix G of this Policy.
Emergency Defence Costs	has the meaning given to this term in Clause 6.4 of this Policy.
Employment and Environmental Warranties	has the meaning given to it in Clause 1.3 of the Coverage Schedule.
Expiry Date	means the expiry date of the Policy with respect to the relevant Insured Provision, as stated in Item 7 of the Insurance Schedule.
Finance Party	has the meaning given to it in Clause 12.1.3 of this Policy.
Financial Warranties	has the meaning given to it in Clause 1.4 of the Coverage Schedule.
Fundamental Warranties	has the meaning given to it in Clause 1.1 of the Coverage Schedule.
General Warranties	has the meaning given to it in Clause 1.2 of the Coverage Schedule.
Group Company	has the meaning given to it in the SPA.
Inception Date	means the date as stated in Item 7 of the Insurance Schedule, being the date cover under this Policy incepts.
Inception No Claims Declaration	means the declaration executed on behalf of the Insured by a Deal Team Member on the Inception Date in the form of Appendix D1.
Insured	has the meaning given to it in Item 1 of the Insurance Schedule.
Insured Completion Provisions	means the warranties and indemnities listed in item 1 of the Coverage Schedule, as given or repeated as at the Completion Date in accordance with the SPA.
Insured Signing Provisions	means the warranties and indemnities listed in item 1 of the Coverage Schedule, as given or deemed given (in the case of the Tax Indemnity) as at the Inception Date in accordance with the Transaction Documents.
Insured Provisions	means together the Insured Signing Provisions and the Insured Completion Provisions.
Insurers	means each of the insurers referred to in Appendix A1 of this Policy.
Interim Period Breach	means a Breach of any of the Insured Completion Provisions where the facts, matters or circumstances that caused such Breach first occurred during the Interim Period and of which a Deal Team Member first obtained Actual Knowledge during the Interim Period.

Interim Period	means the period beginning at the Inception Date and ending immediately before Completion.
IPT	means the amount of the Insurance Premium Tax as stated in Item 12 of the Insurance Schedule.
Limitation Provisions	means the limitation provisions set out in Clause 4 of the Coverage Schedule.
Limit of Liability	means the amount stated in Item 8 of the Insurance Schedule, being the limit of the Insurers' aggregate liability for all payments made by the Insurers in connection with this Policy for Loss. The Retention is not part of the Limit of Liability.
Loss	has the meaning given to it in Clause 4.1 of this Policy.
Mitigation Costs	means settlements, costs, disbursements, fees and expenses (including those of any professional advisers, contractors, consultants, and experts, together with any applicable Tax) reasonably incurred by, on behalf of, or for the benefit of the Insured to prevent or mitigate a Loss, or any facts, matters or circumstances which would reasonably be expected by the Insured (acting reasonably) to give rise to a Loss covered by this Policy, in each case in order to comply with Clause 8.1 of this Policy. Mitigation Costs do not include any remuneration or other compensation for officers, employees or consultants (other than consultants specifically retained to prevent or mitigate potential Loss) or any other internal expenses of the Insured or the Target Group.
No Claims Declarations	means together the Inception No Claims Declaration and the Completion No Claims Declaration.
Penalties	means (i) any punitive or exemplary damages; (ii) any administrative or criminal fines or penalties; or (iii) any other fines and penalties, in each case only to the extent they are uninsurable by the Insurers for the benefit of the Insured under applicable laws. Penalties or Penalties Loss do not include, to the extent insurable by law, any diminution in the value of the shares being purchased pursuant to the SPA arising from such fines and penalties.
Policy	means this buy-side warranty & indemnity insurance policy (and any subsequent endorsements), incorporating the Insurance Schedule, the Coverage Schedule, the terms and conditions and the appendices.
Policy Period	means the period commencing on the Inception Date and ending on the Expiry Date applicable to the relevant Insured Provision (both dates inclusive), as stated in Item 7 of the Insurance Schedule.
Premium	means the amount of the Premium as stated in Item 11 of the Insurance Schedule.
Recovered Amounts	has the meaning given to it in Clause 4.3 of this Policy.
Relief	means any relief, allowance, deduction, credit, exemption, right to repayment, reimbursement or set off in respect of any Tax, or against any profits, income or gains.
Retention	means the amount stated in Item 10 of the Insurance Schedule.
Sellers	has the meaning given to it in Item 4 of the Insurance Schedule.

SPA	means the executed legal agreement described in Item 6 of the Insurance Schedule (as may be amended from time to time in accordance with the Policy).
Target	has the meaning given to it in Item 5 of the Insurance Schedule.
Target Group	means the Target and its Group Companies (as directly or indirectly acquired by the Insured on Completion pursuant to the SPA).
Tax	has the meaning given to it in the SPA.
Tax Gross-Up	has the meaning given to it in Clause 4.2 of this Policy.
Tax Indemnity	has the meaning given to it in Clause 1.6 of the Coverage Schedule.
Tax Warranties	has the meaning given to it in Clause 1.5 of the Coverage Schedule.
Third Party Demand	means any written demand or legal action (including but not limited to any notice, judgement, proceeding, investigation, litigation or arbitration) made or brought against the Insured or a Group Company of the Insured or any member of the Target Group by any person (other than a Group Company of: (a) the Insured; (b) the Target Group; or (c) the Insurers) which results, or would reasonably be expected by the Insured to result in, a Breach and in respect of which the resulting liability would constitute Loss.
Transaction	means the acquisition by the Insured of the shares in the Target pursuant to the terms of the SPA.
Transaction Documents	means the SPA and the Disclosure Letter (as defined in the SPA)..
Underwriting Fee	means the amount of the Underwriting Fee stated in Item 13 of the Insurance Schedule.

1.2 Interpretation

1.2.1 The headings of this Policy do not form part of the interpretation of the terms and conditions of this Policy.

1.2.2 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include corporations, partnerships, and other unincorporated associations.

1.2.3 The word “including” or similar expression in this Policy shall be deemed to mean “including without limitation”.

1.2.4 References in this Policy to a “Item”, Clause” or an “Appendix” shall mean an item, clause, or an appendix of this Policy unless otherwise stated.

1.2.5 “EUR” or € all refer to Euros, the monetary unit of the European Union.

1.2.6 The words “in writing” or “written” or similar shall be deemed to include email but not any other communication in electronic form.

1.2.7 No party to this Policy shall have the benefit of any presumption regarding the interpretation or construction of this Policy based on the ground that such party was responsible for the preparation of that provision.

1.2.8 Any capitalised term or expression used that is not defined in this Policy has the meaning given to it in the Transaction Documents. To the extent there is any conflict between a definition in this Policy and the SPA, the definition in this Policy shall prevail.

1.2.9 This Policy shall be interpreted in accordance with legislation in force as at the Inception Date.

2. Insuring agreement and coverage

2.1 Insuring Clause

Subject to the terms and conditions of this Policy, the Insurers shall pay to the Insured, or on the Insured's behalf, any Loss in aggregate up to the Limit of Liability.

2.2 Claims made

This is a claims made policy. The coverage of this Policy is limited to any liability arising out of or in respect of any Claim for which a Claim Notice is filed or deemed to be filed by the Insured in accordance with Clause 9.

2.3 Loss payee

At the written request of the Insured, the Insurers shall pay any Loss payable pursuant to this Policy to such other person or entity as the Insured directs provided that such payment shall not be made to any such person or entity:

2.3.1 that would cause the Insurers to be in breach of their regulatory or binding authority; or

2.3.2 that may be subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or anywhere else at the time of such written request.

3. Coverage exclusions and qualifications

3.1 General exclusions

The Insurers shall not be liable to pay any portion of Loss if and to the extent that it directly arises out of any exclusion listed in Clause 2.1 of the Coverage Schedule.

3.2 Transaction-specific exclusions

The Insurers shall not be liable to pay any portion of Loss if and to the extent that it directly arises out of any exclusion listed in Clause 2.2 of the Coverage Schedule.

3.3 Partially covered Insured Provisions

The Insurers shall not be liable to pay any portion of Loss if and to the extent that it directly arises out of any Breach of an Insured Provision in respect of which cover is not provided or deemed amended (in part or in whole) as set out in Clause 3 of the Coverage Schedule, but only to the extent that such Loss arises out of that part of the Insured Provision for which cover is not provided.

3.4 Operation of exclusions

If only part of any Loss is excluded pursuant to this Clause 3, the Insurers shall remain liable for that part of any Loss which is not so excluded. The Insurers shall bear the burden of proving that any exclusion referenced in this Clause 3 applies.

4. Loss calculation

4.1 Definition of Loss

Subject to the other provisions of this Clause 4, the Policy covers Loss, defined as follows:

4.1.1 any amount of monies, calculated in accordance with Sections 6:95 and 6:96 et seq. of the Dutch Civil Code, which the Insured is legally and/or contractually entitled to claim against or recover from any of the Sellers pursuant to the Transaction Documents for a Breach or a Third Party Demand or would be entitled to claim or recover in respect of such Breach or a Third Party Demand if the Limitation Provisions were disregarded; plus

4.1.2 any Defence Costs (including but not limited to payment of Emergency Defence Costs, if any); plus

4.1.3 any Mitigation Costs; plus

4.1.4 any Tax Gross-Up; in each case, without any double-counting; less

4.1.5 any Recovered Amounts,

but, for the purposes of the Policy, Loss shall not include any Penalties. Loss shall include any indirect and consequential loss, and/or loss of profit, in each case only to the extent reasonably foreseeable. For the avoidance of doubt, Loss suffered or incurred by any member of the Target Group shall be deemed to have been suffered or incurred by the Insured.

4.2 Tax Gross-Up

All amounts payable by either the Insured or the Insurers under this Policy shall be paid free and clear of all deductions or withholdings whatsoever unless the deduction or withholding is required by Tax law.

Subject to and in accordance with all of the provisions of this Policy, if any sum paid to the Insured (or the relevant Group Company of the Insured) by the Insurers under this Policy is subject to Tax (or would have been but for the availability of any Relief) in accordance with the Tax regulation, the Insurers shall pay to the Insured (or the relevant Group Company of the Insured) an amount (after taking into account the Tax that is payable by the Insured in respect of such amount or would have been payable but for the availability of any Relief) that will ensure the Insured receives and retains a net sum equal to the sum it would have received had the payment not been subject to Tax in accordance with the Tax regulation (**Tax Gross-Up**). The Insured shall take reasonable action to mitigate any Tax that could reasonably be expected to result in a liability under this Clause 4.2 in accordance with Clause 8.1 (Mitigation), and the Insurers shall be entitled to defend the Insured or any Group Company of the Insured against the Tax that is applied to any sum paid to the Insured under this Policy. Clause 9.7 shall apply accordingly.

4.3 Recovered Amounts

For the purpose of calculating Loss, Recovered Amounts means the amount actually received, recovered or realised (net of (a) the reasonable actual costs incurred in connection with such receipt, recovery or realisation, including any disbursements and any irrevocable VAT) and (b) any Tax paid or payable in connection with such receipt, recovery or realisation (including any Tax which would have been paid or payable but for the application of any Relief)) by the Insured or any Group Company of the Insured in direct consequence of the matter which gives rise to such Loss from any source other than: (i) the Sellers or any Group Company of the Sellers; (ii) any Group Company of the Insured; or (iii) the Insurers.

Recovered Amounts shall include (i) any cash refund, credit, or other cash-effective reduction of Tax or other economic cash-effective benefit relating to Tax; and (ii) any cash amounts actually recovered from third parties (for example, under another insurance policy, contractual indemnity or otherwise). Recovered Amounts shall not include amounts: (i) recovered by the Insured in consequence of a Breach which are, in the aggregate, less than or equal to the Retention; or (ii) in excess of the Limit of Liability; or (iii) arising from Loss not covered by this Policy (other than by operation of the Retention).

4.4 Recovering a Loss

Any Loss payable by the Insurers shall only be in the form of a monetary payment and the Insurers shall not be obliged to seek, pursue or satisfy on behalf of the Insured any non-monetary remedies or any injunctive, equitable or other non-monetary relief.

4.5 Exchange rates

In determining the amount of any Loss either (i) eroding the Retention, (ii) or being payable under this Policy, where such Loss is not stated in Euros, such amount shall be converted into Euros at the spot rate of exchange (the closing mid-point) for the relevant currency as published by the European Central Bank on the date such Loss is agreed or determined by a final judgment of a competent court as being payable.

4.6 Action by the Insured against the Sellers

Notwithstanding that the Insured may have a right to claim against the Seller(s) pursuant to the SPA in respect of a Breach, the Insured shall not be required to exercise such right for a Loss to be capable of eroding the Retention or to be indemnified under this Policy or before making a claim under this Policy or exercising any other right under this Policy.

5. De Minimis and Retention

5.1 De Minimis

The Insurers shall have no liability under this Policy in respect of a Breach unless the amount of Loss arising from that Breach exceeds the De Minimis, in which case the Insurer shall be liable for the full amount, subject to the Retention, and not only the amount in excess of the De Minimis. A series of related Losses arising from the same or similar facts, matters or circumstances, or arising from one source or originating cause, which each Loss is individually less than the De Minimis but, in the aggregate, exceed the De Minimis, shall be deemed to have exceeded the De Minimis. For the avoidance of doubt, the De Minimis with respect to Loss arising from a Breach of the Fundamental Warranties is nil.

5.2 Liability in excess of Retention only

The Retention is an aggregate retention during the Policy Period. Save for in respect of the Fundamental Warranties, the Insurers shall only be liable under this Policy if the aggregate amount of Loss covered by this Policy exceeds the Retention, in which case, the Insurers shall be liable for the full amount not only the amount in excess of the Retention. The Retention is not part of the Limit of Liability. For the avoidance of doubt, the Retention with respect to Loss arising from a Breach of the Fundamental Warranties is nil.

5.3 Erosion of Retention

The Retention shall only be eroded by Loss for which the Insurers would be liable under this Policy, but for the Retention. Once eroded, the Retention shall no longer apply (for the avoidance of doubt, without any double-counting of any corresponding retention or threshold in the SPA).

6. Defence Costs

6.1 Definition of Defence Costs

Defence Costs means reasonable fees, disbursements, expenses and other costs (including any legal, tax and accounting adviser fees and non-recoverable VAT) incurred by, or on behalf of, the Insured or any member of the Target Group in the investigation, prevention, negotiation, mitigation, mediation, settlement, defence, legal proceeding or appeal of or against or in connection with:

6.1.1 a Third Party Demand or notice thereof; or

6.1.2 any Breach or any facts, matters or circumstances which, if substantiated, would reasonably be expected to constitute a Breach, in each case where the resulting liability would constitute Loss.

Defence Costs do not include any remuneration for officers or employees or internal consultants of, or any other internal expenses of, the Insured or any member of the Target Group (but do include external consultants referenced above and retained in connection with the investigation, mitigation, mediation, negotiation, settlement, defence or appeal of any such Third Party Demand or Breach). The use by the Insured of the lawyers or other professional advisers which it customarily uses for legal work and/or professional advice (including advising the Insured on the SPA) shall be deemed reasonable for the purposes of this definition.

6.2 Reimbursement of Defence Costs

Notwithstanding that a Third Party Demand may not have been settled or finally determined, if the Insured requests in writing (and subject to the Managing Agent's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed)), the Insurers shall, provided that the Retention is or will be fully eroded, reimburse the Insured after each calendar month for Defence Costs incurred during such calendar month as soon as reasonably practicable.

6.3 No duty to defend

The Insurers do not assume any duty to defend the Insured or the Target Group with respect to any Third Party Demand or otherwise.

6.4 Emergency Defence Costs

If the Insurers' written consent cannot reasonably be obtained before Defence Costs are incurred, the Managing Agent shall give retrospective approval for such Defence Costs of up to, in the aggregate, 1% of the Limit of Liability. Such Defence Costs shall be reimbursed in the manner set out in Clause 6.

7. Conditions of the Policy

7.1 The Insurers' obligations under this Policy shall be conditional upon:

7.1.1 Completion occurring in accordance with the Transaction Documents without any waiver or amendment of the parties' obligations under those provisions where such waiver or amendment would have, or would reasonably be expected to have, a material adverse impact on the Insurers in respect of this Policy, unless the Managing Agent has given its prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) to such waiver or amendment;

7.1.2 payment of the Total Cost to the Managing Agent in cleared funds no later than 20 Business Days after Completion unless the Managing Agent has given its prior written consent to an extension of such date (such consent not to be unreasonably withheld, conditioned or delayed); and

7.1.3 delivery to the Managing Agent of an electronic copy of the executed Inception No Claims Declaration within 5 Business Days of the Inception Date,

provided that the Insurers' obligations under this Policy shall take effect retroactively as at the Inception Date once the conditions in this Clause 7.1 have been satisfied.

7.2 If any conditions under Clause 7.1 are not fulfilled, the Managing Agent shall be entitled to cancel this Policy by written notice to the Insured, provided that the Insured has been given the opportunity to cure such failure within 20 Business Days (which may be extended by the Managing Agent's consent, such consent not to be unreasonably withheld, conditioned or delayed) following receipt of the Managing Agent's written notice to cancel this Policy, in which case (to the extent any failure to meet such conditions has not been waived or cured within the cure period):

7.2.1 the Insurers shall have no liability under this Policy in respect of any Loss or otherwise; and

7.2.2 the Managing Agent shall, as soon as reasonably practicable, refund the Premium and corresponding IPT (to the extent received by the Managing Agent) to the Insured.

7.3 The Insurers' obligations under this Policy with respect to a Breach of the Insured Completion Provisions shall be conditional upon delivery to the Managing Agent of:

7.3.1 an electronic copy of the executed Completion No Claims Declaration within 5 Business Days of the Completion Date; and

7.3.2 an electronic copy of the Completion Disclosure Letter within 5 Business Days of the Completion Date,

provided that the Insurers' obligations under this Policy shall take effect retroactively as of the Completion Date once the foregoing conditions have been satisfied. Failure to satisfy this condition shall not entitle the Managing Agent to cancel this Policy, but the Policy will not apply to any Loss arising out of a Breach of the Insured Completion Provisions (without any prejudice to cover of the Insured Signing Provisions.

7.4 If the Completion No Claims Declaration contains details of an Interim Period Breach, the Policy will continue to be in full force and effect (including with respect to the cover it provides in respect of the Insured Signing Provisions), but the Insurers shall not be liable to pay any Loss arising out of such Interim Period Breach. For the avoidance of doubt, no disclosures are required to be made in the Completion No Claims Declaration and/or the Completion Disclosure Letter against the Fundamental Warranties, and anything included in the Completion No Claims Declaration and/or the Completion Disclosure Letter will not impact cover for the Fundamental Warranties.

7.5 Rollover provision

Fraud or Actual Knowledge of a Breach by any or all of the re-investing managers and/or shareholders shall not be imputed upon the Insured and the Insured shall not be deemed to be in Breach of any of the provisions of this Policy if such breach arises from either (i) the fraud of any or all of the re-investing managers and/or shareholders having Actual Knowledge of a Breach or (ii) the Deal Team Members had no Actual Knowledge of such Breach.

8. Additional obligations of the Insured

8.1 Mitigation

The Insured shall, and to the extent reasonably practicable and legally permissible, after the Completion Date, cause the Target Group to use commercially reasonable endeavours to mitigate any Loss or any facts, matters or circumstances reasonably likely to cause Loss, of which a director of the Insured has Actual Knowledge. The Insured and/or the Target Group shall under no circumstances be required, when taking such actions, to:

8.1.1 breach any contract (including the Transaction Documents), legal obligation or applicable law in respect of such mitigation; or

8.1.2 bring a claim, or attempt to claim, against the Sellers pursuant to the Transaction Documents in respect of any Loss.

The failure of the Insured to mitigate in accordance with this Clause 8.1 shall only reduce the rights of the Insured to recover for Loss under this Policy to the extent such Loss would have been avoided or reduced had the Insured mitigated the Loss in accordance with this Clause 8.1.

8.2 Preservation of rights

The Insured shall use reasonable endeavours to preserve all rights against any other person in respect of any Loss and to preserve the Insurers' subrogation rights. Nothing in the foregoing sentence shall require the Insured to make a claim against any of the Sellers pursuant to the Transaction Documents in respect of any Loss, and the Insured shall not be obliged to forgo any legal right or breach any legal obligation (including any such right or obligation which may arise pursuant to any rule of dispute resolution procedure, or as may arise out of or in connection with the SPA or any other agreement) or do or not do any other thing where to do or not do so would in any way have a disproportionately detrimental effect on the respective rights, obligations and interests of the Insured in relation to the prevention or reduction of, or prevention of increase in, the Loss.

8.3 Other insurance policies

The Insured shall, to the extent reasonably possible and legally permissible and within the Target's control, procure that the Target Group maintains commercially reasonable insurance cover either (i) equivalent to that which is in place as of the Inception Date or (ii) as is materially in line with market standard insurance cover for a company of a similar size and nature of the Target Group operating in the same jurisdiction. If the Insured fails to do so, the Insurers may not deny any claim under the Policy as a result but the Insurers shall not be liable for any additional Loss caused by such failure. The Insurer shall not be liable for Loss to the extent such Loss is actually recovered under such insurance policies.

8.4 Excess cover

The cover provided under this Policy is in excess over any other applicable insurance cover, unless such other insurance is written as specific excess insurance over the Limit of Liability provided by this Policy. To the extent Loss (or any portion of Loss) has not actually been recovered under any existing insurance policy (after the Insured has made reasonable endeavours to make such recovery), the Insured shall not be precluded from making a claim for such Loss under this Policy and the cover afforded by this Policy shall not be impacted upon whatsoever by such non-recovery (or partial recovery) of the Loss under any other insurance policy.

8.5 Maintenance of records

Until the later of 60 days after (i) the expiry of the Policy Period or (ii) the final resolution of all claims or disputes relating to this Policy, the Insured shall, to the extent reasonably possible, after the Completion Date cause the Target Group to maintain, to the extent reasonably practicable and legally permissible, their respective materials relating to the due diligence and completion of the Transaction. The foregoing shall not prohibit the Insured and/or the Target Group from destroying materials in the ordinary course of business, consistent with past practices and customary document retention guidelines, provided such destruction is not done with the intent of detrimentally affecting the Insurers.

8.6 Transaction Documents

The Insured shall not effect or give any material waiver, consent, amendment or assignment under the executed Transaction Documents without first obtaining the written consent of the Insurers (such consent not to be unreasonably withheld, conditioned or delayed) if such proposed waiver, consent, amendment or assignment could reasonably be expected to materially adversely affect the Insurers' liabilities under this Policy.

8.7 Reimbursements

8.7.1 The Insured shall reimburse to the Insurers any amount actually paid by the Insurers to the Insured in connection with this Policy:

8.7.1.1 which is agreed or finally determined in a non-appealing ruling by an arbitrator or court did not constitute Loss or should not otherwise have been paid under this Policy; or

8.7.1.2 which the Insured or its Group Companies (including, for the avoidance of doubt, the Target Group following Completion) subsequently actually recovers (directly or indirectly) from any insurance or other source (excluding from the Sellers, up to the amount of the Retention) in relation to the same underlying facts, matters or circumstances and which reduces the amount of Loss actually suffered, less any reasonable costs, charges, Tax or expenses (including legal fees and expenses and applicable VAT) incurred in connection with such recovery (**Reimbursed Amount**).

8.7.2 Any Reimbursed Amount under Clause 8.7.1.2 shall be distributed in the following order:

8.7.2.1 firstly, to reimburse the Insured for any Loss less than the Retention or in excess of the Limit of Liability;

8.7.2.2 secondly, to reimburse the Insurers in respect of any amounts which the Insurers have paid under this Policy in respect of the same facts, matters or circumstances to which the Reimbursed Amount relates; and

8.7.2.3 thirdly, to the Insured in respect of any additional amounts which the Insured has received in excess of the Loss paid by the Insurers to the Insured under this Policy.

8.7.3 Payment of any Reimbursed Amount shall be made promptly but in no event later than 60 days after receipt of such monies or non-appealable ruling.

8.7.4 Once payment of the Reimbursed Amount has been made the Limit of Liability shall be reinstated by the same amount reimbursed to the Insurers.

8.8 Executed Transaction Documents and Data Room

The Insured shall deliver or procure the delivery to the Insurers of an electronic copy of the executed Transaction Documents and a copy of the Data Room (with any applicable password) on a USB flash-drive addressed to the Managing Agent and labelled "Project AI" or via secured electronic transfer within 20 Business Days of the Completion Date.

8.9 Failure to comply

Any failure to comply with any of the provisions in Clause 8 shall not relieve the Insurers of its obligations under this Policy. The Insurers shall, however, be entitled to reduce the amount of Loss payable under this Policy but only to the extent to which the Insurer can evidence that its position has been materially adversely affected by such failure. The Insurers must act reasonably in reducing the amount of Loss payable under this Policy and they must provide written evidence to demonstrate the extent to which the Insurers have been materially adversely affected by such failure.

9. Claims provisions

9.1 General

Any claims under this Policy in respect of Loss must be dealt with in accordance with this Clause 9.

9.2 Notification

The Insured shall deliver a Claim Notice to the Managing Agent, signed on behalf of the Insured, as soon as reasonably practicable after a director of the Insured or Deal Team Member obtains Actual Knowledge of:

9.2.1 any fact or circumstance which can reasonably be expected to give rise to a Loss in the reasonable opinion of a Deal Team Member or a director of the Insured;

9.2.2 a Third Party Demand; or
9.2.3 a Loss.

9.3 Claim Notice contents

9.3.1 The Claim Notice shall describe, to the best of the Insured's Actual Knowledge, after reasonable enquiry and to the extent the relevant information is available to the Insured when preparing the Claim Notice, the facts and circumstances relating to the Loss or potential Loss (including, to the extent known, a specific reference to the relevant Insured Provisions) in reasonable detail to allow the Insurers to assess the claim, provided that a failure to include a complete reference to all provisions of the Insured Provisions shall not preclude a claim under this Policy.

9.3.2 A Claim Notice shall not be invalid for failing to provide all necessary facts and circumstances and other details of the Breach or resulting Loss to enable the Insurers to assess the Breach or Loss. The Insurer accepts that a Claim Notice may be supplemented from time to time as further information in respect of such Breach or Loss becomes available.

9.4 Late notification

The Insurer shall not be liable for any Loss unless a Claim Notice in respect of that Loss (or the facts or circumstances which may give rise to it) has been delivered to the Managing Agent no later than twenty (20) Business Days following the relevant Expiry Date applicable to the Insured Provisions to which the Breach relates, but only to the extent a director of the Insured or a Deal Team Member obtains Actual Knowledge of the subject matter of the Claim Notice prior to the Expiry Date, other than to the extent so allowed in accordance with applicable insurance law. The Insurers and the Insured agree that Claim Notices delivered within the periods referred to in this clause 9 have been delivered in due time (*bekwame tijd*), and Sections 6:89 and 7:23 of the Dutch Civil Code are explicitly excluded.

9.5 Loss subsequent to Claim Notice

If a Claim Notice is delivered to the Managing Agent by the Insured during the Policy Period pursuant to Clause 9.3 or otherwise in accordance with applicable insurance law, then any subsequent Loss directly arising out of or in connection with the same or substantially similar facts or circumstances or Third Party Demand identified in such Claim Notice shall be deemed reported at the time such Claim Notice was received by the Managing Agent.

9.6 Insurers' response

As soon as reasonably practicable after the Managing Agent receives a Claim Notice (and in any event within 3 Business Days of receipt of such Claim Notice), the Managing Agent shall on behalf of the Insurers acknowledge receipt of the Claim Notice. Thereafter, as soon as reasonably practicable after the Insurer acknowledges receipt of the Claim Notice, and in any event within 20 Business Days of receipt of the relevant Claim Notice the Insurer shall respond by: (i) accepting or denying (in which case the Managing Agent shall also submit a notice to the Insured which sets out in reasonable detail the reason(s) for denying cover) liability for the claimed Loss; or (ii) if the Managing Agent is not in a position to determine based on the information available a final cover position, the Managing Agent shall request such additional information as it may reasonably require from the Insured to be able to determine the position and, after having received all required information, the Managing Agent shall either accept or deny (in which case a detailed reasoning, including a reference to the relevant provisions of the SPA, this Policy and/or the law on the basis upon which the Managing Agent and/or Insurers deny cover) cover for the claimed Loss, and the Insurers shall make the respective payment for Loss as soon as reasonably practicable after it has confirmed acceptance of a Loss.

9.7 Participation in claim by Insurers

The Insured shall:

9.7.1 subject to clause 6.4, not incur any Defence Costs without the prior consultation with, and written consent of, the Managing Agent (such consent not to be unreasonably withheld or delayed), save that the Insured shall not be required to seek such prior consultation or consent in circumstances where the Insured reasonably identifies a reasonable risk of such Loss increasing from doing so;

9.7.2 permit the Insurers, at their own expense and acting reasonably, taking into account the Insured's obligations under the Transaction Documents, to fully participate in the investigation, defence, negotiation and settlement of any Breach or Third Party Demand, in each case which would be reasonably likely to result in Loss, such that the Insured shall to the extent: (i) within the Insured's control; (ii) in compliance with the Transaction Documents; and (iii) legally permissible, not settle, compromise or discharge any Breach without prior consultation with, and the prior written consent of, the Insurers (such consent not to be unreasonably withheld, conditioned or delayed);

9.7.3 to the extent reasonably practicable and legally permitted, provide the Insurers with copies of all material correspondence, pleadings (and other material documents relevant to any arbitration) and other documents or information received or made by the Insured relating to such Breach and to the extent reasonably possible afford the Insurers sufficient time in which to review and comment on such documentation prior to being made by the Insured;

9.7.4 to the extent reasonably practicable and legally permitted, permit the Insurers to examine and take extracts from the books, records, data and other information of the Insured and the Target Group relevant to the Breach;

9.7.5 to the extent reasonably practicable, keep the Insurers reasonably informed of proposed meetings with the Sellers or any other relevant third party in connection with any Breach and where the Insurers so request, provide a reasonably detailed written description to them of the outcome of meetings and discussions to which they were not present;

9.7.6 conduct all negotiations and proceedings in respect of any Third Party Demand with advisers consented to by the Insurers in writing (such consent not to be unreasonably withheld, conditioned or delayed) and take such action as the Insurers may reasonably request to contest, avoid, resist, compromise or otherwise defend a Third Party Demand; and

9.7.7 to the extent reasonably practicable and available to the Insured and legally permitted, provide the Insurers with such other information and assistance in connection with any Breach or Loss as the Insurers may reasonably request.

9.8 Failure to consent to settlement

If the Insured does not consent to a settlement, compromise or discharge of a Third Party Demand which the Insurers or the Managing Agent have declared is reasonably acceptable to the Insurers (acting reasonably taking into account the Insured's: (i) obligations to the Sellers under the Transaction Documents and (ii) interests), and to the relevant third party claimant, then the Insured shall not be prevented from defending the Third Party Demand further but the Insurers shall not be liable for any additional Loss above the amount of such settlement, compromise or discharge which was reasonably acceptable to the Insurers and relevant third party (but shall be deemed to have accepted cover under this Policy for such acceptable settlement, compromise or discharge).

9.9 Failure to comply

Any failure to comply with any of the provisions in Clause 9 shall not relieve the Insurers of its obligations under this Policy. The Insurers shall, however, be entitled to reduce the amount of Loss payable under this Policy but only to the extent to which the Insurer can evidence that its position has been materially adversely affected as a direct result of such failure. The Insurers must act reasonably in reducing the amount of Loss payable under this Policy and they must provide written evidence to demonstrate the extent to which the Insurers have been materially adversely affected by such failure.

10. Subrogation

10.1 Right to subrogate

If the Insurers make any payment to the Insured under this Policy, the Insurers shall, subject to Clause 10.2 and Clause 10.3 be subrogated to the Insured's and the Target Group's rights of recovery against any person in respect of Loss to which such payment arose from or relates to, provided that in relation to such subrogation the Insurers will refrain from actions that are reasonably likely to result in a material commercial harm to the Insured or the Insured Group.

10.2 Subrogation against the Sellers

The Insurers shall only be entitled to exercise rights of subrogation against each member of the Sellers' Group, the Group Companies (as defined in the SPA) and their respective Representatives (as defined in the SPA) to the extent the Loss arose out of such person's fraud (*bedrog*), and with respect to a member of the Sellers' Group only who committed such fraud (*bedrog*) in their capacity as Seller in respect of the Transaction, and, only against such person who committed the fraud (*bedrog*) for which the payment or the Loss directly arose and then only for that part of the payment as a direct consequence of such fraud (*bedrog*).

This Clause 10.2 is an irrevocable third-party stipulation for no consideration (*onherroepelijk derdenbeding om niet*) for the benefit of each member of the Sellers' Group, the Group Companies (as defined in the SPA) and their respective Representatives (as defined in the SPA) and may not be modified or amended without the Sellers' prior written consent.

10.3 Subrogation against the advisers

The Insurers agree as an irrevocable third-party stipulation for no consideration (*onherroepelijk derdenbeding om niet*) for the benefit of the authors of the Due Diligence Materials that they shall not be entitled to subrogate against the authors of the Due Diligence Materials in connection with the Due Diligence Materials provided as part of the Transaction except where the Loss arose in whole or in part out of the fraud (*bedrog*) of such party.

10.4 Distribution of subrogation proceeds

Any amounts recovered by the Insurers as a result of the Insurers' rights of subrogation shall be applied in the following order:

10.4.1 firstly, to reimburse the Insurers for any reasonable costs and expenses incurred in connection with such recovery (but only to the extent that such reasonable costs and expenses were specifically awarded or otherwise intended to cover such costs and expenses);

10.4.2 secondly, to reimburse the Insured for any Loss it has incurred in excess of the Limit of Liability and which provided the basis for such subrogation or assignment of recovery;

10.4.3 thirdly, to reimburse the Insurers in respect of any Loss which the Insurers have paid under this Policy in respect of the same facts, matters or circumstances in respect of which the relevant amount was recovered; and

10.4.4 fourthly, to reimburse the Insured in respect of any Loss which the Insured has incurred within the Retention.

Any amounts applied to reimburse the Insurers under Clause 10.4.3 shall have the effect of reinstating the Limit of Liability by the corresponding amount.

11. Fair presentation

11.1 Breach of duty of fair presentation

11.1.1 In the event that it is proved that the Insured has breached the duty of fair presentation and such breach is deliberate (*opzettelijk*) or reckless (*roekeloos*) then the Insurers shall not cancel this Policy but the Insurers shall be entitled to refuse all claims in respect of any Loss arising from or in consequence of such deliberate (*opzettelijk*) or reckless (*roekeloos*) breach of duty of fair presentation by or on behalf of the Insured. In such circumstances the Managing Agent shall retain the Premium.

11.1.2 The Insurers shall not seek to cancel this Policy in the event of a breach of duty of fair presentation that is neither deliberate nor reckless and shall not rely on the remedies available to them pursuant to articles 7:929 and 7:930 of the Dutch Civil Code. Instead, the Insurers shall only be entitled to reduce Loss payable to the Insured to the extent of any material prejudice to the Insurers as a result of the breach of the duty of fair presentation which is neither deliberate nor reckless. The Insurers must provide written evidence to demonstrate the extent to which they have been prejudiced.

11.2 Inadvertent Action

Any inadvertent action or inadvertent omission taken (or not taken) by the Insured in connection with this Policy shall not relieve the Insurers of their obligations to pay Loss under this Policy, save for where the Insurers can evidence in writing that they have been materially adversely affected by such action or omission.

12. Assignment

12.1 The Insured may without the prior written consent of the Managing Agent or the Insurers:

12.1.1 assign, transfer or pledge any or all of its interest in the proceeds of this Policy to a Group Company of the Insured, provided that, if the assignee company ceases to be a Group Company of the Insured, such interest is assigned or transferred to, or made the subject of a trust in favour of, another Group Company of the Insured;

12.1.2 assign any of its rights or interests or transfer its obligations under this Policy to any person that acquires more than 50% of the shares of either the Target Group or the Insured or more than 50% of the assets the Target Group; or

12.1.3 assign, transfer or pledge any or all of its interest in the proceeds of this Policy to a Finance Party, being any bank and/or other financing provider (e.g. debt fund) and/or holders of debt securities and/or financial institution and/or hedge counterparty and/or any other person lending money or making other banking facilities available to the Insured or any Group Company of the Insured in connection with the acquisition of the Target Group and/or any financing and/or refinancing of the debt of the Insured or its Group Companies or to any financiers who provide funds on or in connection with any subsequent financing and/or refinancing of such funding or to any person from time to time appointed by any financier to act as security trustee on behalf of such financier.

12.2 In case of assignment or reassignment permitted pursuant to Clause 12.1 the Insured (or the relevant assignor) shall deliver an assignment notice in the form set out in Appendix E within 20 Business Days of such assignment taking place.

12.3 Other than as set out in Clause 12.1 the Insured may not assign any of its rights or interests nor transfer its obligations under this Policy without the prior written consent of the Managing Agent (such consent not to be unreasonably withheld, conditioned or delayed).

12.4 For the avoidance of doubt, the Policy may not be novated, transferred, assigned or pledged to:

12.4.1 any entity that would cause the Insurers or Managing Agent to be in breach of their regulatory permissions or binding authority; or

12.4.2 to any entity that may be subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom, United States of America or anywhere else at the time of such novation, transfer, assignment or pledge.

13. General Provisions

13.1 Notices

Any Claim Notice, notice or communication under this Policy shall be made in writing and shall be deemed serviced:

13.1.1 if by hand or courier or service, when delivered; and

13.1.2 if by e mail, at the time of transmission.

Any Claim Notice, notice or communication shall be delivered to the relevant address stated in Item 19 of the Insurance Schedule or to such other address as notified by the Managing Agent in writing from time to time.

13.2 Cancellation

Subject to Clause 7.2, this Policy may not be cancelled or renewed by the Insured or cancelled by the Insurers.

13.3 Amendment and waiver

No term of this Policy may be amended or waived without a prior written endorsement or other instrument duly signed by the Insurers and the Insured.

13.4 Entire agreement

This Policy constitutes the entire agreement concerning the subject matter of this Policy and supersedes any and all other agreements, oral or written, between the Insurers and/or their Group Companies on the one hand and the Insured and/or its Group Companies on the other hand which relate to the subject matter of this Policy. Nothing in this Clause 13.4 shall exclude or limit any liability or any right which any party may have in respect of any statements made fraudulently or dishonestly prior to the date of this Policy.

13.5 No personal liability of Deal Team Members

In entering into this Policy, the Insurers and the Managing Agent agree that they will not have any rights of action against any Deal Team Members and waive any rights that they will nevertheless obtain (if any) and agree not to exercise such rights, nor will the Deal Team Members have any liability in their personal capacity in relation to the No Claims Declarations or other otherwise under this Policy.

14. Governing Law and Arbitration

14.1 Governing Law

This Policy and any dispute, claim, arbitration or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the laws of the Netherlands.

14.2 Jurisdiction

All disputes arising out of or in connection with this Policy, including disputes concerning its existence, its validity and any non-contractual obligation, will be finally and exclusively resolved by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration institute (*Arbitragereglement van het Nederlands Arbitrage Instituut,* the **NAI Arbitration Rules**), taking into account that:

14.2.1 the legal seat of the arbitration (*plaats van arbitrage*) will be Amsterdam, the Netherlands;

14.2.2 the language of the arbitration will be English;

14.2.3 the arbitral tribunal will consist of three arbitrators to be appointed in line with the NAI Arbitration Rules;

14.2.4 the arbitral tribunal shall decide and make its arbitral award(s) in accordance with the rules of law (*naar de regelen des rechts*). The arbitral tribunal shall not assume the powers of an *amiable compositeur* or decide *ex aequo et bono*; and

14.2.5 arbitral proceedings under this Clause may not be consolidated with other arbitral proceedings, whether on the basis of article 1046 of the Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*) or otherwise, except for other arbitral proceedings under this Clause.

Appendix A

Appendix A1 – Schedule of Insurers

The Managing Agent underwrites on behalf of the following Insurers, each of whom has subscribed to this Policy in the percentage set out against its name below:

Name of the Insurer	Unique Market Reference	Quota Share Percentage
Liberty Mutual Insurance Europe SE	B1703LS240010	37.12574851%
R+V Allgemeine Versicherung AG	Coverholder Appointment Agreement – Einzelvermittlungs-vertrag (Dual – R+V) zum Handelsvertretervertrag vom 14.09.2018 (CAA)	29.94011976%
VHV All Allgemeine Versicherung AG	Cooperation agreement – Kooperationsvertrag (VHV – DUAL) dated 26.06.2019 as amended on 24 Nov 2025	11.97604790%
Lloyd’s Insurance Company S.A. Reinsured by the following Lloyd’s Syndicates:		
Travelers Syndicate 5384	B1703LS2400035	14.97005988%
Antares Syndicate 5323	B1703LS2400038	5.98802395%

The liability of each of the Insurers under this Policy is several and not joint. An Insurer is only liable for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer, nor is an Insurer otherwise responsible for any liability of any other Insurer that is a party to this Policy.

The Managing Agent has been appointed as agent of the Insurers to issue this Policy to the Insured and to act on behalf of the Insurers in all matters related to this Policy.

The Managing Agent is not an insurer and is not liable to pay any Loss under this Policy.

Any delivery or service to the Managing Agent by the Insured shall be deemed delivered or served on the Insurers. If for any reason the Managing Agent ceases to be able to act as agent, the Insurers shall use reasonable efforts to appoint a substitute acceptable to the Insured and deliver to the Insured the new agent's name, address, and e-mail address as soon as possible.

Appendix A2 – Details of Managing Agent

DUAL Europe GmbH, a German limited liability company, registered with the local court of Cologne under register no. HRB 84428, and having its business address at Gärtnerweg 9, 60322 Frankfurt am Main, Germany.

Appendix B – Lloyd’s Exclusions

Sanction Exclusion Clause

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations’ resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Asbestos Exclusion Clause

In no case shall this Policy cover loss or liability arising directly or indirectly from the actual, alleged or threatened presence of asbestos in any form whatsoever; or any material or product containing or alleged to contain asbestos; or any obligation, request, demand, order or statutory or regulatory requirement that the Insured or any member of the Target Group test for, monitor, clean up, remove, contain, treat, neutralise, protect against or in any other way (including human health protection reasons) respond to the actual, alleged or threatened presence of asbestos or any other material or product containing, or alleged to contain, asbestos.

Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from: (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter (the exclusion in this sub-clause (iv) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes); and/or (v) any chemical, biological, bio-chemical or electromagnetic weapon.

War & Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this Policy or any endorsement hereto, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or (ii) any act of terrorism. For the purposes of this Policy, an act of terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above. If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Appendix C – Market Limitations

Changes in accounting and/or taxation policies

Any change in any accounting or taxation policy or practice or a change in the application of any accounting policy in the preparation of financial statements of the Target Group, save to the extent required to comply with generally accepted accounting principles existing prior to the Inception Date.

Appendix D1 – Inception No Claims Declaration

DUAL Europe GmbH (Dutch Branch)
Westersingel 98
3051 LC Rotterdam
the Netherlands

Project AI – Policy no. MA601311 – Inception No Claims Declaration

Dear Sir/Madam,

On behalf of the Insured, I acknowledge this declaration is required to be given in relation to the aforementioned policy issued by the Managing Agent to the Insured. Capitalised terms in this declaration shall have the respective meanings assigned to them in the Policy.

I declare that, as of the Inception Date, I do not have any Actual Knowledge, and, having made due enquiry of the Deal Team Members, the other Deal Team Members have declared that they have no Actual Knowledge of any Breach, save as Disclosed.

This declaration is given by me without incurring any personal liability.

Signature: ______________________

Name:

Title:

Date:

Appendix D2 – Completion No Claims Declaration

DUAL Europe GmbH (Dutch Branch)
Westersingel 98
3051 LC Rotterdam
the Netherlands

Project AI – Policy no. MA601311 – Completion No Claims Declaration

Dear Sir/Madam,

On behalf of the Insured, I acknowledge this declaration is required to be given in relation to the aforementioned policy issued by the Managing Agent to the Insured. Capitalised terms in this declaration shall have the respective meanings assigned to them in the Policy.

I declare that, as of the Completion Date, I do not have any Actual Knowledge, and, having made due enquiry of the Deal Team Members, the other Deal Team Members have declared that they have no Actual Knowledge of any Interim Period Breach, save as Disclosed.

During the Interim Period, I have obtained Actual Knowledge of the following Interim Period Breaches: **[complete as appropriate or confirm not applicable]**

This declaration is given by me without incurring any personal liability.

Signature: ______________________

Name:

Title:

Date:

Appendix E – Form of Assignment

DUAL Europe GmbH (Dutch Branch)
Westersingel 98
3051 LC Rotterdam
the Netherlands

[Date]

Dear Sir/Madam,

Re: Warranty and Indemnity Insurance Policy no. MA601311 (the Policy)

We inform you that we have assigned to [•] (the **Finance Parties**) being represented by Text as [facility agent/security trustee] (the **Facility Agent**) all our rights relating to payment of all and any proceeds received by or due to us under the Policy.

Payment of any proceeds under the Policy to the [Facility Agent] constitutes full discharge of your obligations in respect thereof to the Insured.

We kindly request that you confirm your receipt and acknowledgement of the above by returning signed copies of this notification to us and the [Facility Agent].

Yours sincerely,

[Details]

To: The Insured

To: The Facility Agent

We acknowledge receipt of the above letter and confirm that we will pay any and all proceeds payable by us to the Insured under the Policy to such account as notified to us by the Facility Agent from time to time.

Payment of proceeds under the Policy to the Facility Agent constitutes full discharge of our obligations in respect thereof to the Insured.

____

Received by the Managing Agent

For and on behalf of the Insurers

Date:

Appendix F – Data Protection Notice & Complaints

How we use the Insured's information

For the purpose of data protection, the controller of the Insured's personal data is the Managing Agent. The Managing Agent regularly collects and uses information which may identify individuals (**Personal Data**). The Managing Agent understands its responsibilities to handle the Insured's Personal Data with care, to keep it secure and to comply with applicable data protection laws.

The Managing Agent may share the Insured's Personal Data with third parties where it has a valid reason to do so. Full details on how the Insured's information is processed, who the Managing Agent may share such information with and details about the Insured's data rights can be found in full at Privacy & Data Protection Policy | DUAL Europe.

Complaints handling procedure

The Managing Agent and the Insurers strive to do everything to ensure their policyholders receive the best possible service. If the Insured is not satisfied with the level of service provided by the Managing Agent or the Insurers, the Insured should contact the Managing Agent, and it will endeavour to put things right. If the Insured wishes to complain, the Insured should contact the Managing Agent using the contact details below:

Post: DUAL Europe Risk and Compliance Department c/o DUAL FRANCE
179 AVENUE CHARLES DE GAULLE
92200 NEUILLY SUR SEINE

Email: Complaints@dualgroup.com

The Managing Agent will aim to resolve the Insured's concerns, wherever possible, within 3 Business Days. If this is not possible, the Managing Agent will promptly acknowledge the Insured's complaint in writing no later than five Business Days after receipt.

The Managing Agent will endeavour to resolve the Insured's complaint at the earliest possible stage, but the Managing Agent shall be allowed up to 8 weeks to investigate the Insured's concerns and provide the Insured with a final response in writing. Whilst the Managing Agent investigates, the Managing Agent shall keep the Insured regularly informed of the Managing Agent's progress. The Insured shall be welcome to contact the Managing Agent at any time to check the status of the investigation.

If, after eight weeks, the Insured is still waiting for the Managing Agent to respond, the Managing Agent shall write to the Insured explaining why it has been unable to conclude on the complaint and the options available to the Insured.

Lloyd's Europe policyholders

If the Insured is a policyholder of Lloyd's Insurance Company S.A (trading as 'Lloyd's Europe'), the Managing Agent should instead adhere to the Lloyd's Europe complaint handling process, responding to any complaints within the applicable regional timelines and using the required templates.

If the Insured remains dissatisfied with the Managing Agent's handling of its complaint, the Insured may refer the complaint to the complaints team at Lloyd's Europe. Details of their complaints procedures are available at **Lloyd's Europe Complaints - Lloyd's Europe** and its Complaints team can be contacted at:

Post: Head of Complaints Management, Lloyd's Insurance Company S.A, Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium

Telephone: +32 (0)2 227 39 40

Email: **LloydsEurope.Complaints@lloyds.com**

If the Insured does not receive a response within the required timeframes outlined by Lloyd's Europe or if it remains dissatisfied with their response, the Insured may be able to refer the complaint to the Insured 's local alternative dispute resolution service. Details of which service the Insured should consult will be provided by Lloyd's Europe.

The Insured's right as a policyholder to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

Appendix G – Due Diligence Materials

Due Diligence Report	Author	Date
Red Flag Legal Due Diligence Report (the **Legal DD Report**)	CMS	4 December 2025
Tax and HR due diligence report	pwc	27 November 2025
Financial Due Diligence Report	pwc	26 November 2025
Legal Fact Book	De Brauw	5 June 2025
Financial Vendor Due Diligence Report	pwc	28 April 2025
Tax Vendor Due Diligence Report	pwc	28 April 2025
Vendor Assistance (VA) Report	pwc	May 2025
Commercial Vendor Due Diligence Report	L.E.K. Consulting	13 May 2025

Appendix H – Cyber

Cyber Endorsement

This Policy does not contain a specific Cyber Act or Cyber Incident exclusion. Therefore, any insured loss arising from a Cyber Act or Cyber Incident which results in or constitutes a breach of an insured representation, warranty or condition of the insured agreement shall, subject to all of the terms, conditions, endorsements and exclusions of this Policy, be covered under this Policy. Nothing in this clause shall limit coverage in respect of any loss that is otherwise covered under this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud, or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment, or back up facility, owned or operated by the Insured or Target Group.

Cyber Act means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use, of or operation of any Computer System.

Cyber Incident means:

(i) any error or omission or series of related errors or omissions involving access to, processing of, use of, or operation of any Computer System; or

(ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use, or operate any Computer System.

Schedule 14 Purchaser's Warranties

1 Authority and capacity

1.1 The Purchaser and Purchaser's Guarantor validly exist and are a company duly incorporated under the Law of its jurisdiction of incorporation.

1.2 The Purchaser has the legal right and full power and authority to enter into and perform this Agreement and any document to be executed by it pursuant to or in connection with this Agreement, each of which, when executed, will constitute valid and binding obligations on the Purchaser, enforceable in accordance with their respective terms.

1.3 The Purchaser and the Purchaser's Guarantor are not insolvent nor have they been declared bankrupt, and no action or request is pending or threatened to declare the Purchaser or the Purchaser's Guarantor bankrupt or to make the Purchaser or the Purchaser's Guarantor subject to any proceeding contemplated by any applicable bankruptcy law.

1.4 The Purchaser has taken or will have taken prior to Completion all corporate action required by it to authorise it to enter into and to perform this Agreement and any document to be executed by it pursuant to or in connection with this Agreement.

1.5 The articles of association of the Purchaser are in accordance with Law of its jurisdiction of incorporation.

2 Certainty of funds

2.1 The Purchaser will at Completion be readily able to pay the *Consideration and the Refinancing Amount in accordance with Clause 6.1 (Completion Date and place*) of this Agreement.

2.2 The Purchaser's Guarantor has secured the funds necessary to consummate the transactions contemplated by this Agreement.

3 Consents

Except for the NZa Clearance Condition with the NZa, the advice from the Works Council and the shareholders' approval in the general meeting under the listing rules of the Hong Kong Stock Exchange, no consent, approval, waiver or authorisation, including any foreign direct investment approvals, is required to be obtained by any Group Company, the Purchaser, the Purchaser's Guarantor or any of its Affiliates or related Persons, from, and no notice or filing is required to be given by any such Persons with, any Governmental Authority, or any corporate body of any member of the Purchaser's Group or any of their Affiliates, in connection with the execution and performance by the Purchaser or the Purchaser's Guarantor of this Agreement, other than in all cases where the failure to obtain a consent, approval, waiver or authorisation, or to give or make a notice of filing would not, individually or in the aggregate, be reasonably expected to materially impair or delay the Purchaser's or the Purchaser Guarantor's ability to perform its obligations hereunder.

4 Non-contravention

The execution and performance by the Purchaser and Purchaser's Guarantor of this Agreement and the consummation of the Transaction do not and will not (i) violate any provision of the charter, articles of association or other organisational documents of the Purchaser or Purchaser's Guarantor and (ii) violate or result in a breach of or constitute a default under any Law to which the Purchaser or Purchaser's Guarantor is subject.

Schedule 15 Details for Notices

Sellers' details:

Committed Capital Fund I Coöperatie U.A.	
Address:	Kruislaan 182, 1098 SK, Amsterdam, the Netherlands
Attention:	Albert van der Wal Vincent Steur
E-mail:	vanderwal@committedcapital.nl; steur@committedcapital.nl
With copy to (such copy not constituting a formal Notice):	Lennard Keijzer Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com (with reference to Project AI)

Stichting Administratiekantoor Batoan	
Address:	Koperslager 6, 5521 DE, Eersel, the Netherlands
Attention:	Albert van der Wal Vincent Steur
E-mail:	vanderwal@committedcapital.nl; steur@committedcapital.nl
With copy to (such copy not constituting a formal Notice):	Lennard Keijzer Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com (with reference to Project AI)

Mateflo B.V.	
Address:	De Molenbeemd 8, 5581 TK, Waalre, the Netherlands
Attention:	Frank Kerkhoff
E-mail:	frank@fyeo.nl
With copy to (such copy not constituting a formal Notice):	vanderwal@committedcapital.nl; steur@committedcapital.nl; Lennard Keijzer Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com (with reference to Project AI)

FYEO WPP B.V.	
Address:	Kruislaan 182, 1098 SK, Amsterdam, the Netherlands
Attention:	Albert van der Wal Vincent Steur
E-mail:	vanderwal@committedcapital.nl; steur@committedcapital.nl
With copy to (such copy not constituting a formal Notice):	Lennard Keijzer Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com (with reference to Project AI)

Stichting Administratiekantoor FYEO WPP	
Address:	Kruislaan 182, 1098 SK, Amsterdam, the Netherlands
Attention:	Albert van der Wal Vincent Steur
E-mail:	vanderwal@committedcapital.nl; steur@committedcapital.nl
With copy to (such copy not constituting a formal Notice):	Lennard Keijzer Lennard.Keijzer@debrauw.com and DeBrauwMA-notices@debrauw.com (with reference to Project AI)

Purchaser's details:

EuroEyes Netherlands Holding B.V.	
Address:	3/F Plaza 2000, 2-4 Russell Street, Causeway Bay, Hong Kong
Attention:	Marcus Bracklo
E-mail:	bracklo@euroeyes.de
With copy to (such copy not constituting a formal Notice):	Elmer Veenman (Elmer.Veenman@cms-dsb.com) Dex Destombes (Dex.Destombes@cms-dsb.com)

Purchaser's Guarantor details:

EuroEyes International Eye Clinic Limited	
Address:	3/F Plaza 2000, 2-4 Russell Street, Causeway Bay, Hong Kong
Attention:	Marcus Bracklo
E-mail:	bracklo@euroeyes.de
With copy to (such copy not constituting a formal Notice):	Elmer Veenman (Elmer.Veenman@cms-dsb.com) Dex Destombes (Dex.Destombes@cms-dsb.com)