



**TRANSFER OF SHARES
BY WAY OF CONTRIBUTION IN KIND
(COERA Consulting B.V.)**

Today, the twenty-ninth day of December two thousand twenty, there appeared before me, Ralph —
Joseph Wilhelm Mulkens, civil law notary, practising in Amsterdam, the Netherlands: —
Jeroen Haverkamp, employed and domicile chosen at the office of me, civil law notary, (1083 HN) —
Amsterdam, the Netherlands, Barbara Strozzilaan 362, born in Alphen aan den Rijn, the Netherlands —
on the tenth day of November nineteen hundred and ninety, acting as written attorney of: —

1. **Blue Umbrella B.V.**, a private limited liability company under the laws of the Netherlands —
("besloten vennootschap met beperkte aansprakelijkheid"), with its statutory seat in Gouda, the —
Netherlands, and its office address at (2743 HL) Waddinxveen, the Netherlands, Woubrechtterf —
57, registered with the trade register in the Netherlands under number 29046232, hereinafter —
referred to as: the "**Transferor**"; —
 2. **Coera Holding B.V.**, a private limited liability company under the laws of the Netherlands —
("besloten vennootschap met beperkte aansprakelijkheid"), with its statutory seat in Amsterdam, —
the Netherlands, and its office address at (2743 HL) Waddinxveen, the Netherlands, —
Woubrechtterf 57, registered with the trade register in the Netherlands under number 80451160, —
hereinafter referred to as: the "**Transferee**"; and —
 3. **COERA Consulting B.V.**, a private limited liability company under the laws of the Netherlands —
("besloten vennootschap met beperkte aansprakelijkheid"), with its statutory seat in Waddinxveen, —
the Netherlands, and its office address at (2743 HL) Waddinxveen, the Netherlands, —
Woubrechtterf 57, registered with the trade register in the Netherlands under number 58751890, —
hereinafter referred to as: the "**Company**". —
- the Transferor, the Transferee and the Company, hereinafter jointly referred to as: the "**Parties**". —

POWERS OF ATTORNEY —

The three (3) powers of attorney provided to the person appearing have been sufficiently shown to me, —
civil law notary, and (copies thereof) have been attached to this deed (**annex**). —

The person appearing, acting in its aforementioned capacity, declared as follows: —

WHEREAS: —

- A. the Transferor is holder of the entire issued capital of the Company, consisting of one hundred —
(100) shares, with a nominal value of one euro (€ 1.00) each and numbered from 1 up to and —
including 100, hereinafter referred to as: the "**Contribution Shares**"; —
- B. the entire issued capital of the Transferee consists of five thousand (5,000) shares, with a nominal
value of one euro (€ 1.00) each and numbered from 1 up to and including 5,000, hereinafter —
referred to as: the "**Shares Coera Holding**"; —

- C. the Transferor and the Transferee entered into a (written) agreement to transfer the Contribution – Shares as a share premium contribution on the Shares Coera Holding, hereinafter referred to as: – the "**Contribution Agreement**", (a copy of) which shall be attached to this deed (**annex**); ———
- D. pursuant to the Contribution Agreement, a description of the Contribution Shares was prepared by the Transferee pursuant to Section 2:204b paragraph 1 of the Dutch Civil Code, (a copy of) which shall be attached to this deed (**annex**); and ———
- E. the Transferor and the Transferee hereby wish to proceed with the transfer of the Contribution — Shares under the provisions stated below. ———

Section 1. Contribution Agreement. ———

In the Contribution Agreement, Parties have agreed that the Transferor shall transfer the Contribution – Shares to the Transferee by way of contribution in kind on the Shares Coera Holding and that the — Transferee shall accept the transfer of the Contribution Shares as a share premium contribution — ("agiosorting") on the Shares Coera Holding. ———

Section 2. Acquisition of Shares by the Transferor. ———

The Transferor acquired the Contribution Shares as follows: ———

- fifty (50) shares, numbered from 51 up to and including 100, with a nominal value of one euro — (€ 1.00) each, by means of notarial deed of transfer of shares, executed on the twenty-first day of April two thousand sixteen, before H.J.M. Movers, civil law notary practicing in Peel en Maas, the — Netherlands; and ———
- fifty (50) shares, numbered from 1 up to and including 50, with a nominal value of one euro — (€ 1.00) each, by means of notarial deed of transfer of shares, executed on the seventeenth day — of November two thousand twenty, before H.J.M. Movers, civil law notary practicing in Peel en — Maas, the Netherlands. ———

Section 3. Description. ———

The Transferee prepared the Description. ———

The Transferee shall make the Description available for inspection at the offices of the Transferee for – the shareholders of the Transferee and other persons who are entitled to attend general meetings of — the Transferee. ———

Section 4. Transfer. ———

Pursuant to the Contribution Agreement the Transferor hereby transfers the Contribution Shares to the Transferee who accepts the transfer of the Contribution Shares as a share premium contribution — ("agiosorting") on the Shares Coera Holding. ———

Section 5. Warranties. ———

The Transferor warrants to the Transferee that the following is correct as of the date hereof: ———

- a. the Transferor has complete and unencumbered rights to the Contribution Shares; ———
- b. the Transferor has not been deprived of the authority to transfer shares in the capital of the — Company by virtue of article 2:22a paragraph 1 of the Dutch Civil Code; ———
- c. by the transfer of the Contribution Shares to the Transferee, the full and unencumbered — ownership of the Contribution Shares are transferred to the Transferee; ———
- d. the Contribution Shares are registered shares and no share certificates have been issued for the — Contribution Shares; ———
- e. no attachments have been levied on the Contribution Shares; and ———



f. no depositary receipts corresponding to the Contribution Shares have been issued. _____

Section 6. Effective date. _____

All proceeds from and costs related to the Contribution Shares shall, as of the date hereof, accrue to —
or, as the case may be, be borne by the Transferee. _____

Section 7. Rescission. _____

The Transferor and the Transferee expressly waive their right to rescind or demand the rescission of —
the Contribution Agreement or this deed for whatsoever reason. _____

Section 8. Documents relating to the Contribution Shares. _____

All documents relating to the acquisition of the Contribution Shares by the Transferor or its legal —
predecessors, and all other documents relating to the Contribution Shares, have, insofar as they were
in the possession of the Transferor, been surrendered to the Transferee, who has acknowledged —
receipt thereof. _____

Section 9. Choice of law. _____

This deed shall be governed by Dutch law. _____

Section 10. Share transfer restrictions. Lock up. _____

1. The share transfer restrictions (also referred to as the “blocking clause”), comprising of an obligation—
to offer, referred to in article 13 of the Company’s articles of association is duly observed, since the—
sole shareholder has waived its rights pursuant to the blocking clause with regard to the present —
transfer of the Contribution Shares, as evidenced by a written instrument thereto, (a copy of) which—
shall be attached to this deed (**Annex**). _____
2. The Company’s articles of **association** do not contain a lock up as referred to in article 2:195, —
paragraph 3 of the Dutch Civil Code. _____

Section 11. Acknowledgement. _____

The Company takes cognizance of and hereby acknowledges the transfer of the Contribution Shares.—
The Company shall immediately enter this transfer in the shareholders’ register. _____

Section 12. Final provision. _____

The headings in this deed are intended to increase the readability of this deed. _____

None of the Parties can derive any right from them. _____

ANNEXES. _____

The following documents (or copies thereof) shall be attached to this deed: _____

- three (3) powers of attorney; _____
- the Contribution Agreement; _____
- the Description; and _____
- the approval statement. _____

CONCLUSION DEED. _____

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

This deed, drawn up to be kept in the civil law notary’s custody, was executed in Amsterdam, the —
Netherlands, on the date first above written. _____

Before reading out, a concise summary of the content of this deed was given and clarified to the —
person appearing. The person appearing then declared to have taken note of and agreed with the —
content of this deed and not to want a full reading thereof. Thereupon, after limited reading, this deed —
was signed by the person appearing and by me, civil law notary. _____

(followed by the signatures)



ISSUED FOR TRUE COPY:

R.J.W. Mulkens