

**Transfer Regulations  
(Bonds, Bond Interests and Depositary Receipts)**

**of Fortenova Group TopCo B.V. and Fortenova Group STAK Stichting**

**(Effective from 26 July 2019)**

*The Registrar has established an online portal (the Registrar Portal) to, amongst other things, facilitate the transfer of Bond Interests and/or Depositary Receipts.*

*In order for a holder of interests in Bond Interests and/or Depositary Receipts to transfer their interests using the Registrar Portal, a holder must:*

- (1) log into the Registrar Portal at <https://fortenova.issuer-cloud.com> and access the “TRANSFER” function;*
- (2) complete the steps presented within the Registrar Portal once the “TRANSFER” function has been accessed;*
- (3) download the Transfer Regulations and related forms which are available on the Investors’ Website at <https://fortenova.issuer-cloud.com> or within the Registrar Portal;*
- (4) complete the relevant “Transfer Notice” and “KYC Information – Transfers” forms in accordance with the Transfer Regulations;*
- (5) upload the relevant completed and signed forms of “Transfer Notice” and any relevant documentation onto the Registrar Portal in accordance with the instructions set out therein and mail copies of the forms, including a copy of the deed or agreement evidencing the transfer of Securities between the Transferor and the Transferee, to Lucid Issuer Services Limited, as CB Registrar and DR Registrar, at the following address: 6th Floor No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG, United Kingdom;*
- (6) if applicable in accordance with the terms of the Transfer Regulations, upload the completed and signed “KYC Information - Transfers” form and supporting documents to TMF onto its portal, ShareFile, in accordance with the instructions set out in the “KYC Information- Transfers” form; and*
- (7) pay any applicable Transfer Fee in respect of each transfer in accordance with the Transfer Regulations.*

*A separate Transfer Notice and Transfer Fee will be required for each transfer of a holding of Securities entered onto the Register.*

*The above is set out for informational purposes only and any party intending to effect a transfer of Securities entered onto the Register should read and comply with the terms of the Transfer Regulations. The summary above does not form part of, and is separate from, the Transfer Regulations.*

## PART 1 - GENERAL

### 1. Framework

#### 1.1 These are the Transfer Regulations referred to in:

- (a) the terms and conditions of the €1,131,024,112.00 2.5 per cent. (PIK) Convertible Bonds due 2029 (the "**Bonds**") issued by Fortenova Group TopCo B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) registered in the trade register of the Dutch Chamber of Commerce with number 71635416, and having its registered office address at Herikerbergweg 238, Luna Arena, 1101 CM Amsterdam, the Netherlands (the "**Issuer**") (the "**CB Conditions**"); and
- (b) the administrative conditions of Fortenova Group STAK Stichting, a foundation (*stichting*) incorporated under the laws of the Netherlands, registered in the trade register of the Dutch Chamber of Commerce with number 71631410, and having its registered office address at Herikerbergweg 238, Luna Arena, 1101 CM Amsterdam, the Netherlands (the "**STAK**") governing the administration of the shares of the Issuer and the issuance of related depositary receipts (the "**Administrative Conditions**").

### Definitions

#### 1.2 Except as stated in the next sentence, capitalised terms used in these Transfer Regulations which are not otherwise defined herein have the meanings given to them in the CB Conditions or in the Trust Deed (as defined in the CB Conditions) and Conditions 2.2 to 2.7 (inclusive) of the CB Conditions are incorporated into these Transfer Regulations (*mutatis mutandis*). In addition, in these Transfer Regulations:

"**Affiliate**" means:

- (a) with respect to a Person who is not an individual, a Person that (i) directly or indirectly Controls such Person, (ii) is Controlled by such Person, or (iii) is under common Control with such Person; and
- (b) with respect to a Person who is an individual:
  - (i) such Person's spouse or civil partner;
  - (ii) any lineal ancestor or lineal descendant of such Person, if they are living in the same household as such Person, are under the age of majority at the relevant time in the relevant jurisdiction, or are acting in concert with such Person; or
  - (iii) any trustee of a trust whereby such Person or any individuals described in paragraphs (i) and (ii) above are beneficiaries or whereby any benefit may be conferred on any such individual(s) to the extent they are acting in concert with such Person, or any other Person Controlled by the Person;

"**Agents**" means Lucid Trustee Services Limited, as Trustee, Lucid Issuer Services Limited (acting through its French branch), as CB Registrar and DR Registrar, Lucid Agency Services Limited, as Paying Agent, Transfer Agent, Conversion Agent and Securities Escrow Agent, and Lucid Issuer Services Limited, as CB Custodian and DR Custodian;

**"Control"** of a specified Person who is not an individual means the direct or indirect power to direct, or cause the direction of, the management or policies of the specified Person, through the ownership of shares, by contract or otherwise, excluding control by any governmental authority or institution, or the Central Bank of Russia (CBR), or any other Russian public authority or institution. A Person will be deemed to Control such specified Person if inter alia:

- (a) that Person has the direct or indirect power:
  - (i) to exercise or cause the exercise of more than fifty per cent. (50%) of the voting rights in respect of the specified Person; or
  - (ii) to appoint or cause the appointment of more than half of the board of directors or similar governing body of the specified Person; or
- (b) the specified Person is a trust or similar structure or is Controlled by a trust or similar structure and the Person is a beneficiary of the trust or similar structure; or
- (c) the specified Person is a limited partnership and the Person is the general partner or manager of that limited partnership,

and the term **"Controlled by"** shall be construed accordingly;

**"Depository Receipt"** (*certificaat*) means the rights and obligations governed by the laws of the Netherlands under the Administrative Conditions and the articles of association of the Issuer and held by the holder of a depository receipt to claim from the STAK any and all economic rights associated with the Share for which the depository receipt was issued subject to the Administrative Conditions;

**"KYC Information"** has the meaning assigned to it in paragraph 6.1;

**"Person"** means any individual, firm, corporation, company or other body corporate, or any joint venture, association, partnership, trust or any other entity or organisation (whether or not having separate legal personality), but excluding any governmental authority or institution, or the Central Bank of Russia (CBR), or any other Russian public authority or institution;

**"Securities"** as used in these Transfer Regulations means the Bonds, the Bond Interests and the (interests in) Depository Receipts;

**"Share"** means a share in the capital of the Issuer;

**"Stapling Requirement"** means the requirement that the Bond Interests and Depository Receipts allocated to a creditor pursuant to the Settlement Plan in respect of a particular Claim may not be separated or transferred independently of each other, but must always be held by the applicable holder (including any transferee) as a single unit, transferable only in accordance with the Conditions, the Administrative Conditions and these Transfer Regulations;

**"Statement Fee"** has the meaning assigned to it in paragraph 8.3(b);

**"Transfer Fee"** has the meaning assigned to it in paragraph 7.1; and

**"Transfer Notice"** means the transfer notice in (i) Form 1 to these Transfer Regulations together with the related KYC Information to be used when Bond Interests are outstanding and (ii) Form 2 to these Transfer Regulations together with the related KYC Information to be used when Bonds are no longer outstanding.

## Structure

- 1.3 Each transfer of the Securities is conditional upon satisfying the Stapling Requirement (as long as any Bond is outstanding) and the Administrative Conditions. A copy of the current version of the Administrative Conditions may be found on the Investors' Website or may be requested from the Issuer, the CB Registrar or the DR Registrar (each as defined below).
- 1.4 Part II of these Transfer Regulations shall apply as long as any Bond is outstanding. Part III of these Transfer Regulations shall apply as from the time none of the Bonds are outstanding.
- 1.5 Unless stated otherwise in these Transfer Regulations, paragraphs 5 to 9 inclusive of these Transfer Regulations shall apply only to a transfer of Securities, and paragraph 11 of these Transfer Regulations shall apply to a transfer of Depositary Receipts, made by a Transferor to a Transferee who is not an Affiliate of the Transferor.
- 1.6 Paragraph 10 of these Transfer Regulations shall apply to a transfer of Securities, and paragraph 12 shall apply to any transfer of Depositary Receipts, only where made by a Transferor to one or more of its Affiliates.

## Forms of Transfer Notice

- 1.7 Two (2) forms of Transfer Notice are attached to these Transfer Regulations. Form 1 should be used when Bonds are issued and outstanding. Form 2 should be used when Bonds are no longer issued and outstanding.

## Registrar and Registers

- 1.8 The Issuer has appointed Lucid Issuer Services Limited, acting through its branch in France, at 29 Chemin de la Baume, 13840 Rognes, France, to act as its registrar (the "**CB Registrar**") in connection with any transfer of the Bonds or Bond Interests and the maintenance of the register which records the holdings of the Bonds and the Bond Interests (the "**CB Register**"). The STAK has appointed Lucid Issuer Services Limited, acting through its branch in France, at 29 Chemin de la Baume, 13840 Rognes, France to act as its registrar (the "**DR Registrar**", together with the CB Registrar, the "**Registrars**") in connection with any transfer of the Depositary Receipts and the maintenance of the register which records the holdings of the Depositary Receipts (the "**DR Register**", together with the CB Register, the "**Registers**"). The Issuer and the STAK will delegate administrative functions and the maintenance of the CB Register and the DR Register, respectively, to the Registrars, subject to its obligation to comply with all applicable provisions of law relating to the establishment and maintenance of the CB Register and the DR Register. The CB Register and the DR Register will be maintained and held outside of the United Kingdom. Title to the Bonds and to the Bond Interests is determined solely by reference to entries on the CB Register; title to the Depositary Receipts is determined solely by reference to entries on the DR Register. The CB Registrar is an agent of the Issuer and the DR Registrar is an agent of the STAK, and each Registrar has (and will accept) no liability to any holder of Securities, or to any potential transferee of Securities in respect of any dealings with the Securities.

## Transfers, registration of transfers and refusal to register

1.9 Each transfer of Securities must be effected in accordance with the provisions set out in these Transfer Regulations, the CB Conditions and the Administrative Conditions. None of the Issuer, the STAK or any of their Agents is required, or shall have any obligation:

- (a) to accept any application for a transfer of Bonds or Bond Interests, or to make any payment under or in respect of the Bonds or Bond Interests; or
- (b) to accept any application for a transfer of Depositary Receipts, or to make any payment under or in respect of the Depositary Receipts,

to a purported Transferee, in any circumstances where the applicable requirements for transfer specified in these Transfer Regulations, the CB Conditions and the Administrative Conditions have not in the conclusive determination of the applicable Registrar (following discussion with the Issuer and acting reasonably) been satisfied. Without limitation to the foregoing, Transferors and potential Transferees are reminded that, in respect of the Bonds and the Bond Interests in accordance with CB Condition 3.3(f) (*Restrictions on Transfer*), the Issuer or the STAK (and any of the Agents) may refuse to register any transfer of Securities unless it has received (directly or via the CB Registrar or the DR Registrar) a valid Transfer Notice together with any applicable supporting documentation as specified in these Transfer Regulations. Notwithstanding anything else in these Transfer Regulations, if a Registrar has any doubt as to the compliance with these Transfer Regulations, the Conditions and the Administrative Conditions, it shall be entitled to refer the issue to the Issuer and/or the STAK for a determination (a "**Determination**"). Such Determination shall be final and binding (absent manifest error) and the Registrars shall rely solely on the Issuer to resolve any disputes. The Registrars may rely without liability to any person on any such Determination.

1.10 Article 5 (*Drag along right*), Article 6 (*Tag along right*) and Article 8 (*Mandatory Offer*) of the Administrative Conditions apply, *mutatis mutandis*, to the Bonds and the Bond Interests so as to ensure ongoing compliance with the Stapling Requirement.

1.11 As noted in paragraphs 3.2, 5.6 and 9 of these Transfer Regulations, a Registrar may refuse to record in the Registers any purported transfer of Securities which, in the conclusive determination of the Issuer, does not comply with the requirements of these Transfer Regulations, the CB Conditions or the Administrative Conditions. Any decision of a Registrar (following discussion with the Issuer) to refuse to register any purported transfer of Securities will be notified to the affected Transferor and Transferee in accordance with paragraph 9.1 of these Transfer Regulations. If the CB Registrar refuses to record in the CB Register any purported transfer of Bonds or Bond Interests, the DR Registrar will also refuse to register, or permit to be registered, in the DR Register any purported transfer of the Depositary Receipts stapled to the affected Bonds or Bond Interests. Likewise, if the DR Registrar refuses to record, or to permit to be recorded, in the DR Register any purported transfer of Depositary Receipts, the CB Registrar will also refuse to register in the CB Register any purported transfer of the Bonds or Bond Interests stapled to the affected Depositary Receipts.

1.12 Any terms of trade in respect of a transfer of Securities, including any information required to be obtained by the Transferor from the Transferee in respect of any applicable anti-money laundering ("**AML**") legislation (including the KYC Information), shall be a matter for the Transferor and the Transferee only. Without prejudice to paragraph 1.13, none of the Issuer, the STAK nor any of the Agents will give or provide any representations, warranties, covenants or

confirmations in respect of any transfer of Bonds, Bond Interests or Depositary Receipts, other than a written confirmation from the applicable Registrar to the Transferor and the Transferee upon completion (by entry in the CB Register and the DR Register, as applicable, in accordance with paragraph 8.2 of these Transfer Regulations) of a transfer of Securities pursuant to these Transfer Regulations and the Administrative Conditions.

- 1.13 The Issuer may, from time to time, notify a Registrar of a certain Transferee's entitlement to Securities and provide it with confirmations or information in respect of that Transferee or such relevant Securities. In respect of any such confirmations or information provided to a Registrar pursuant to this paragraph 1.13, a Registrar is entitled to rely on such a confirmation or information without any liability to any person for so doing and such confirmations or information provided by the Issuer, shall, for the purposes of the requirements of the Transfer Regulations, be deemed to be confirmations or information which have been provided by the Transferee in accordance with the provisions of these Transfer Regulations.
- 1.14 The date on which the contractual terms of a transfer of Bonds or Bond Interests and Depositary Receipts are agreed by the Transferee and the Transferor is referred to in these Transfer Regulations as the "**Trade Date**".

#### **CB Custodian and DR Custodian**

- 1.15 The Securities are not held in any clearing system. The Bonds are represented by Registered Global Certificates issued in the name of and held by Lucid Issuer Services Limited, acting in its capacity as the custodian for the Bonds and Bond Interests (the "**CB Custodian**") and the Depositary Receipts will be issued to Lucid Issuer Services Limited, acting in its capacity as the custodian for the Depositary Receipts (the "**DR Custodian**") pursuant to a deed of issue executed before a Dutch civil-law notary. The CB Registrar has established the CB Register and the DR Registrar has established the DR Register for recording, *inter alia*, the holder of each applicable Security; title to a Security is determined by the entries in the applicable Register only, irrespective of whether the CB Custodian, the DR Custodian or the applicable Registrar has provided a holder of a Security with a statement of registration of its Security. Any transfer of Securities will be effected, therefore, only by reference to the information in respect of those Securities recorded in the Registers.
- 1.16 The DR Registrar shall, upon request in writing (including by e-mail or by election on an electronic platform or portal maintained or accessible by the DR Registrar) received from a holder of Depositary Receipts or any person authorised by such person, and upon payment of the Statement Fee, deliver to or to the order of such holder of Depositary Receipts by e-mail (or, if requested to do so by such person, by uninsured mail at the risk of the recipient) such details of such holder's address, holdings and other details as may be reflected on the DR Register as such person may request.
- 1.17 The CB Registrar shall, upon request in writing (including by e-mail or by election on an electronic platform or portal maintained or accessible by the CB Registrar) received from a holder of Bonds or Bond Interests or any person authorised by such person, and upon payment of the Statement Fee, deliver to or to the order of such holder of Bonds or Bond Interests by e-mail (or, if requested to do so by such person by uninsured post at the risk of the recipient) such details of such holder's address, holdings and other details as may be reflected on the CB Register as such person may request.

## **Bonds, Bonds Interests, Definitive Certificates and Closed Periods**

- 1.18 All references in these Transfer Regulations to a transfer of Bonds shall be construed to include a transfer of Bond Interests made in accordance with the Trust Deed, the CB Conditions and these Transfer Regulations. Any payments of principal and Cash-Pay Interest on the Bonds or the Bond Interests shall be made to the CB Custodian or, as directed by the CB Custodian, to the bank accounts of the holders of the Bond Interests specified in the CB Register.
- 1.19 The Issuer may issue Definitive Certificates to holders of Bond Interests upon the occurrence of an Exchange Event, as described in the CB Conditions and the Trust Deed, provided that the Bonds are not required to be converted at that time in accordance with CB Condition 6 (*Conversion*). If Definitive Certificates are issued, Bond Interests will cease to exist and the CB Register for Bond Interests will be closed. Notwithstanding the issuance of Definitive Certificates, title to the Bonds will continue to be determined by entries in the CB Register only. Any Transfer Notice (including any supporting documentation) applicable to a transfer of Bonds which are evidenced by a Definitive Certificate must be accompanied, in addition to a Transfer Notice (including the KYC Information), by the deed or agreement held by the Transferor evidencing the Depositary Receipts held by that Transferor, in accordance with paragraph 5.5 of these Transfer Regulations together with any applicable supporting documentation specified therein.
- 1.20 No Bondholder may require the transfer of Securities or any beneficial interest therein during the periods specified in CB Condition 3.7 (*Closed Periods*).

## **2. U.S. Securities Laws, ERISA Considerations and EEA Selling Restrictions**

- 2.1 The Securities have not and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or under the securities laws of any state of the United States of America or any other jurisdiction. The Securities will be issued pursuant to the Settlement Plan in reliance on available exemptions from the Securities Act, applicable state law registration requirements or the pre-emption of such requirements by the Securities Act, as well as available exemptions from the securities laws and regulations of other countries.
- 2.2 In the case of a transfer of Rule 144A Bonds to Rule 144A Bonds, 144A Bonds to Regulation S Bonds, Regulation S Bonds to Rule 144A Bonds or Regulation S Bonds to Regulation S Bonds, the provisions of CB Conditions 3.2 (b), (e), (f), (g) and (h) shall apply. Upon receipt of a completed Transfer Notice and the KYC Information, the CB Registrar shall, following a transfer made in accordance with the CB Conditions and the Transfer Regulations, update the CB Register to reflect the transfer (including reflecting any increase or decrease to the Principal Amount Outstanding of the Regulation S Global Certificate or the Rule 144A Global Certificate, as applicable, following such transfer).
- 2.3 Upon issuance, the Securities will be "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act ("**Rule 144A**") and may not be resold except pursuant to registration in accordance with the requirements of the Securities Act or pursuant to one or more exemptions from the registration requirements of the Securities Act.
- 2.4 Each Transferee (whether in respect of a transfer of Securities to an Affiliate or otherwise) will be required to certify that the Securities are offered or resold (i) to the Issuer or any subsidiary thereof; (ii) pursuant to a registration statement that has been declared effective under the Securities Act; (iii) for so long as the Securities are eligible for resale pursuant to Rule 144A under the Securities Act, to a person the Transferor reasonably believes is a "qualified



institutional buyer", commonly referred to as a "QIB", as defined in Rule 144A under the Securities Act in compliance with Rule 144A; (iv) outside the United States to a non-U.S. person in an offshore transaction in compliance with Regulation S under the Securities Act; or (v) pursuant to any other available exemption from the registration requirements of the Securities Act. The Transfer Notice will include provisions reasonably designed to ensure that all transfers are in compliance with this paragraph.

- 2.5 The Issuer and/or the STAK or any of their Agents may request proof (which in the case of sub-paragraph (v) of paragraph 2.4 of these Transfer Regulations may include the delivery of an opinion of counsel reasonably satisfactory to the Issuer) that a transfer of Securities complies with the exemptions from the registration requirements of the Securities Act prior to registering any transfer of such Securities.
- 2.6 While the Issuer believes, as at the date of these Transfer Regulations, that its assets will not be deemed to constitute "plan assets" for the purposes of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), the Issuer can give no assurance to any holder of Securities or to any potential transferee of Securities that the Issuer's assets will not be deemed to constitute "plan assets" for ERISA purposes. Holders of the Securities and any purchaser or other transferee of Securities have the exclusive responsibility for ensuring that their holding, disposition, purchase or other acquisition of title to any Securities does not violate the prohibited transactions rules of ERISA or the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or any other U.S. federal, state or local or non-U.S. law substantially similar to ERISA or Code §4975 (a "**Similar Law**"), and should consult their legal advisers prior to any sale, disposition, purchase or other acquisition of Securities.
- 2.7 Each Transferee (whether relating to a transfer of Securities to an Affiliate or otherwise) will be required to certify, in each Transfer Notice to which it is a party in the capacity of a transferee of Securities, whether or not it is (i) an "employee benefit plan" that is subject to Title I of ERISA, (ii) an individual retirement account or annuity or other "plan" that is subject to Code §4975, or (iii) an entity, account or other arrangement whose underlying assets are deemed under the U.S. Department of Labor regulation codified at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA, to include "plan assets" of any "employee benefit plan" subject to ERISA or "plan" subject to Code §4975 (each of sub-paragraphs (i) to and including (iii), a "**Benefit Plan Investor**"). In addition, by its acquisition of Securities, each Transferee that is a Benefit Plan Investor or other plan, account, or arrangement subject to a Similar Law will be deemed to represent and warrant that (x) its holding, disposition, purchase or other acquisition of title to any Securities will not give rise to a non-exempt prohibited transaction under Section 406 of ERISA or §4975 or a violation of any applicable Similar Law, and (y) if a Benefit Plan Investor, the decision to hold, dispose of, purchase or otherwise acquire title to any Securities has been made by a fiduciary which is an "independent fiduciary with financial expertise" as described in 29 C.F.R. 2510.3-21(c)(1); provided, however, that sub-paragraph (y) of this paragraph 2.7 will not apply to the extent that the regulations under Section 3(21) of ERISA issued by the U.S. Department of Labor on April 8, 2016 are rescinded or otherwise revoked, repealed or no longer effective.
- 2.8 Each Transferee will be required to certify, in each Transfer Notice to which it is a party in the capacity of a transferee of Securities, whether it is a "U.S. person" (as defined in Rule 902 under the Securities Act), and if it is, to confirm whether it is a "qualified institutional buyer" (as such term is defined in Rule 144A).



- 2.9 Each Transferee will be required to certify, in each Transfer Notice to which it is a party in the capacity of a transferee of Securities, that it has not offered or sold and will not offer or sell any Securities to any person established in a member state of the European Economic Area ("**EEA**") unless such person is:
- (a) a "**Qualified Investor**" as defined in Article 2.1(e) of Directive 2003/71/EC as amended, or superseded and to the extent implemented in the relevant member state (the "**Prospectus Directive**"); or
  - (b) is otherwise a person to whom the Securities may lawfully be offered under applicable laws and regulations, including as a result of being a person defined in Part I of Annex II of Directive 2014/65/EU (a "**Permitted Investor**").
- 2.10 Each Transferee will be required to certify, in each Transfer Notice to which it is a party in the capacity of a transferee of Securities, that it has not offered or sold and will not offer or sell any Securities to any person established in the United Kingdom unless:
- (i) if at the time of the relevant transfer, the United Kingdom is a member state of the EEA, either sub-paragraph (a) or sub-paragraph (b) of paragraph 2.9 applies to that person; or
  - (ii) if the United Kingdom is, at the time of the relevant transfer, not a member state of the EEA, that person (a "**UK Qualified Investor**") falls within the exception set out in:
    - (1) Article 19(5) (Investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"); or
    - (2) sub-paragraphs (a) to (d) of Article 42(2) (High net worth companies, unincorporated associations etc.) of the Order,or is a "qualified investor" as defined in Section 86(7) of the Financial Services and Markets Act 2000, as amended or superseded from time to time.

### 3. **Sanctions and Merger Control**

- 3.1 Each Transferee will be required to certify, in each Transfer Notice to which it is a party in the capacity of a transferee of Securities, that the transfer to it of such Securities, will not result in the New Group or any member of the New Group becoming subject to Sanctions, and will not breach any Sanctions, and that any applicable MC Conditions have been fulfilled.
- 3.2 A Registrar shall refuse any transfer of Securities in accordance with paragraph 9 of these Transfer Regulations if it is notified by the Issuer that effecting the transfer would result in the New Group or any member thereof becoming subject to Sanctions, a breach of Sanctions by the Issuer or the STAK, or that any applicable MC Conditions have not been fulfilled. For the avoidance of doubt, and without limitation, this paragraph 3.2 also applies to any purported transfer made pursuant to a drag-along right, a tag-along right or the making of a mandatory offer, in each case, in respect of the Depositary Receipts and as conducted in accordance with the Administrative Conditions.

#### 4. **Stapling Requirement**

- 4.1 Any amendment to the Stapling Requirement must be made in accordance with Article 20 of the Administrative Conditions.
- 4.2 The Stapling Requirement shall automatically cease to apply upon the conversion of the Bonds in accordance with CB Condition 6 (*Conversion*), without any requirement to enter any further documents or take any further actions.

### **PART II – TRANSFERS OF BONDS OR BONDS INTERESTS AND DEPOSITARY RECEIPTS**

#### 5. **Transfer of Securities (other than a transfer of Securities to an Affiliate)**

- 5.1 Paragraphs 5 to 9 inclusive of these Transfer Regulations shall apply to a transfer of Securities to a Transferee who is not an Affiliate of the Transferor.
- 5.2 Each Transferor and Transferee of Bonds or Bond Interests is reminded that, pursuant to CB Condition 3.3(b) (*Restrictions on Transfer*), a Bondholder may not transfer any Bonds or Bond Interests held by it to another person unless:
  - (a) the principal amount of the Bonds or Bond Interests to be transferred is at least the Specified Denomination (€1.00); and
  - (b) the transfer satisfies the Stapling Requirement; and
  - (c) the transfer is otherwise in accordance with these Transfer Regulations.
- 5.3 As soon as reasonably practicable following the Trade Date in respect of a transfer of Bonds or Bond Interests and related Depositary Receipts, the Transferor must complete and execute a Transfer Notice in the form, or substantially in the form, of Form 1 attached to these Transfer Regulations, and send the same (including any counterpart Transfer Notice) together with the KYC Information to the Transferee for review and counter-signature, or signature on a counterpart Transfer Notice and completion and signature in respect of the KYC Information, by the Transferee. Although both the Transferor and the Transferee must duly complete a Transfer Notice in respect of a transfer of Securities, the Issuer, the STAK and the Registrars will accept counterpart Transfer Notices, provided that the counterparts are identical other than in respect of the signatures of the Transferor and the Transferee thereon.
- 5.4 Each Transferor and each Transferee is responsible for delivering its counterpart, duly completed with all information required to be provided by it, to the Registrars, together with all additional documents required by these Transfer Regulations to be provided to the Registrars. Neither the Issuer, the STAK nor the Registrars nor any other Agent shall have any duty or obligation to deal with a transfer of Securities documented by two or more counterpart Transfer Notices until all duly completed counterpart Transfer Notices together with the KYC Information have been received by it, together with all additional documentation required by these Transfer Regulations. A Transferor and a Transferee may, as between themselves, agree that either one of them will submit the Transfer Notice or counterpart Transfer Notices, together with all additional documentation required by these Transfer Regulations. The Transferee is responsible for ensuring that the KYC Information and other required information is submitted to the Registrars.
- 5.5 The following information has to be sent to the parties indicated:

- (a) to the Registrars at [fortenovagroup@lucid-ats.com](mailto:fortenovagroup@lucid-ats.com):
  - (i) a copy of the Transfer Notice (including any counterpart Transfer Notice);
  - (ii) a copy of the Definite Certificate (if any) relevant to the Bonds or Bond Interests the subject of the Transfer Notice;
  - (iii) a copy of any relevant deed, document or agreement evidencing the transfer of Depositary Receipts from the Transferor to the Transferee (if applicable); and
  - (iv) a copy of the KYC Information applicable to the transfer;
- (b) any (i) certified copies of the documents referred to under (a)(i), (iii) and (iv) above and (ii) originals of the documents referred to under (a)(ii) above, must be surrendered to the Registrars at the following address: 6<sup>th</sup> Floor, No.1 Building, 1-5 London Wall, London EC2M 5PG, United Kingdom.

The Registrars will make available copies of the documents referred to under (a) above to the Issuer and the STAK pursuant to the terms of the Paying, Transfer and Conversion Agency Agreement.

- 5.6 The Issuer, the STAK and the Registrars may refuse to register any transfer of Securities until the documents referred to under paragraph 5.5(b) have been received by the Registrars.

## 6. **KYC Information**

- 6.1 Unless the Transferee is an existing holder of Securities, the Transferee must provide to the Registrars such of the information set out in Schedule 1 as is appropriate to its legal form and (if applicable) regulatory status (all such relevant information being the "**KYC Information**", which expression shall include any information requested by the Issuer, the STAK and/or the Registrars to be provided by the Transferee to the Registrars in addition to the information listed in Schedule 1, in order to ensure compliance with its own compliance procedures and any applicable AML legislation).
- 6.2 Each of the Issuer, the STAK and their Agents reserves the right to require the production of any additional information and documents relating to (a) the Transferee, including information as to its ultimate beneficial owners, as it reasonably believes is required in order to satisfy its own compliance procedures and any applicable AML legislation; and (b) any additional information necessary to complete the Registers. This may include the KYC Information from a Transferee that is an existing holder of Securities in the event that the KYC Information previously provided by such person is no longer current or, in the opinion of the Issuer, the STAK or any of the Agents, it is necessary or prudent to update such information.
- 6.3 If a Transferee has any questions relating to the KYC Information or other information requirements, or they foresee any problems in providing such information, they are strongly encouraged to contact the Issuer, the STAK and the Registrars.
- 6.4 All such information shall be provided in the English language.

## 7. Fees and Costs

7.1 A transfer fee (the "**Transfer Fee**") is payable by the Transferor to or to the order of the Issuer in respect of each transfer of a holding of Securities entered onto the Register(s) that is the subject of a Transfer Notice, in the following amount:

- (a) in respect of a transfer to a Transferee that is, at the time of such transfer, not an existing holder of Securities, one hundred and twenty euro (€120); and
- (b) in respect of a transfer to a Transferee that is, at the time of such transfer, an existing holder of Securities or an Affiliate of an existing holder of Securities, thirty euro (€30),

together with any taxes, duties or other governmental charges in connection therewith, all as determined by the Registrars.

## 8. The CB Register and the DR Register

8.1 Within ten (10) Business Days of receipt by the Registrars of a duly completed Transfer Notice (or duly completed counterpart Transfer Notices), the KYC Information, all other information and documents required by these Transfer Regulations to be provided to the Registrars in respect of that Transfer Notice, and the Transfer Fee payable in respect of that Transfer Notice, and provided that, for so long as the Stapling Requirement is in effect, the proposed transfer of Securities complies with the Stapling Requirement, the CB Registrar shall update the CB Register to reflect the Transferee as the Bondholder in respect of the Bonds or Bond Interests specified in that Transfer Notice as to be transferred to the Transferee; and the DR Registrar shall update the DR Register to record the Transferee as the holder of the Depositary Receipts specified in that Transfer Notice as to be transferred to the Transferee. The date on which each of the Registers are updated to reflect a transfer of Securities in accordance with a duly completed Transfer Notice shall be the "**Settlement Date**" in respect of that transfer.

8.2 Within five (5) Business Day after the occurrence of a Settlement Date in respect of a transfer of Securities that are the subject of a Transfer Notice, the Registrars shall notify the Transferor and the Transferee by e-mail of the applicable Settlement Date, and that, accordingly, the Transferee has been recorded in the CB Register as the holder of the Bonds or Bond Interests specified in that Transfer Notice, and in the DR Register as the holder of the Depositary Receipts specified in that Transfer Notice.

8.3 As soon as practicable after the Settlement Date, and if so requested by the Transferee in its Transfer Notice but not otherwise:

- (a) the CB Registrar shall arrange for the issuance of a Definitive Certificate (if an Exchange Event has occurred and provided that the Bonds are not required to be converted at that time in accordance with CB Condition 6 (*Conversion*)); and
- (b) upon receipt of a fee (the "**Statement Fee**") payable by the Transferee to or to the order of the Issuer of twenty five euro (€25), the CB Registrar shall arrange for the issuance of a statement confirming the registration in the CB Register in respect of the Bonds or Bond Interests transferred to the Transferee and/or in circumstances where the Transferor is retaining a portion of its Securities, a statement confirming the holding of Bond Interests retained by the Transferor, as recorded in the CB Register or, if Definitive Certificates have been issued in respect of the Bonds that are the subject of that Transfer

Notice, for Definitive Certificates to be issued in respect of the Bonds retained by the Transferor, as recorded in the CB Register.

9. **Rejection of a Transfer Notice**

9.1 The Registrars shall notify the Transferor and the Transferee no later than ten (10) Business Days following receipt by the Registrars of a Transfer Notice if (after consultation with the Issuer) it is determined that the Transfer Notice or the transfer of Securities requested therein should be rejected as being non-compliant with the Transfer Regulations. Any such notification shall be effected by e-mail to the Transferor (at its e-mail address stated in the Registers) and the Transferee (at its e-mail address specified in the Transfer Notice or applicable counterpart thereof) and shall specify in reasonable detail the reason(s) for rejecting that Transfer Notice or the transfer of Securities requested therein (for example, if the KYC Information is incomplete, the Transfer Notice has not been completed as required by these Transfer Regulations or the Administrative Conditions, or the Transfer Fee has not been paid). Any such notice of rejection (each a "**Transfer Rejection Notice**") shall be conclusive and binding on the Transferor and the Transferee specified in that Transfer Notice, but shall not preclude the Transferor and/or the Transferee from submitting a replacement Transfer Notice (or counterpart Transfer Notices), the KYC Information and any other information or documentation required by these Transfer Regulations to the Registrars, or from paying the Transfer Fee, in respect of the applicable requested transfer of Securities. Any replacement Transfer Notice, KYC Information or other documentation or payment required by these Transfer Regulations to be provided or made to the Registrars, and proposed to be submitted or paid to the Registrars following the issuance of a Transfer Rejection Notice, must be provided to the Registrars no later than ten (10) Business Days after the date on which the Registrars sent that Transfer Rejection Notice to the Transferor and the Transferee.

9.2 Within ten (10) Business Days of its receipt of a replacement Transfer Notice (including any replacement counterpart Transfer Notice) and KYC Information or other information or documentation applicable to that replacement Transfer Notice and the Transfer Fee, all as required by these Transfer Regulations to be provided to the Registrars, the Registrars shall determine if the requirements of these Transfer Regulations and the Administrative Conditions have been satisfied in respect of the requested transfer of Securities. If the replacement Transfer Notice (or replacement counterpart Transfer Notice), KYC Information or other documentation provided to the Registrars is rejected by the Registrars, the original Transfer Notice and the replacement Transfer Notice will be deemed to have been withdrawn, and the Registrars will send an e-mail (a "**Notice of Withdrawal**") to the Transferor (at its e-mail address stated in the Register) and the Transferee (at its email address specified in the Transfer Notice or applicable counterpart thereof) to this effect. A Notice of Withdrawal shall be conclusive and binding on the Transferor and the Transferee specified in that Transfer Notice and replacement Transfer Notice. The issuance by the Registrars of a Notice of Withdrawal does not preclude the Transferor and/or the Transferee from submitting a further Transfer Notice in respect of the same Securities. There will be no refund payable in respect of the Transfer Fee paid to or to the order of the Issuer in respect of the withdrawn Transfer Notice.

10. **Transfers of Securities to Affiliates**

10.1 The Administrative Conditions permit a holder of Depositary Receipts, and the CB Conditions permit a holder of Bonds or Bond Interests (each such holder, an "**Existing Holder**"), to transfer its Depositary Receipts and Bonds or Bond Interests respectively to a person who is an Affiliate

of that Existing Holder. The provisions of this paragraph 10.1 apply to any transfer of Securities by an Existing Holder to one or more of its Affiliates.

- 10.2 An Existing Holder, as Transferor, and its Affiliate, as Transferee, of Bonds or Bond Interests is reminded that, pursuant to CB Condition 3.3(b) (*Restrictions on Transfer*), a Bondholder may not transfer any Bonds or Bond Interests held by it to another person unless:
- (a) the principal amount of the Bonds or Bond Interests to be transferred is at least the Specified Denomination (€1.00); and
  - (b) the transfer satisfies the Stapling Requirement; and
  - (c) the transfer is otherwise in accordance with these Transfer Regulations.
- 10.3 An Existing Holder who wishes to transfer Securities to an Affiliate shall complete, and arrange for its Affiliate to complete, a Transfer Form in the form, or substantially in the form, attached as Form 1 or Form 2 (as applicable at the time of transfer) to these Transfer Regulations, and send the same, including any counterpart Transfer Notice, to its Affiliate (as the transferee) for review and counter-signature, or signature on a counterpart Transfer Notice. Although both the Transferor and its Affiliate must duly complete a Transfer Notice, the Registrars will accept counterpart Transfer Notices, provided that the counterparts are identical other than in respect of the signatures of the Transferor and the Transferee.
- 10.4 Each Transferor and each Transferee is responsible for delivering its counterpart, duly completed with all information required to be provided by it, to the Registrars, together with all additional documents required by paragraph 5.5 of these Transfer Regulations to be provided to the Registrars. None of the Issuer, the STAK, the CB Registrar nor the DR Registrar nor any other agent of the Issuer or the STAK shall have any duty or obligation to deal with a transfer of Securities documented by two or more counterpart Transfer Notices until all duly completed Transfer Notices relating to that transfer of Securities have been received by it, together with all additional documentation required by paragraph 5.5 of these Transfer Regulations, including the KYC Information, and the Transfer Fee. A Transferor and a Transferee may, as between themselves, agree that either one of them will submit the Transfer Notice or counterpart Transfer Notices, together with all additional documentation required by these Transfer Regulations. The Transferee is responsible for ensuring that KYC Information and other required information is submitted to the Registrars.
- 10.5 Unless the Transferee is an existing holder of Securities, and subject to paragraph 10.7 below, the Transferee must provide to the Registrars the KYC Information (as well as any information requested by the Issuer, the STAK and/or the Registrars to be provided by the Transferee to the Registrar in addition to the information listed in Schedule 1, in order to ensure compliance with its own compliance procedures and any applicable AML legislation).
- 10.6 For the avoidance of doubt, the procedures set out in paragraphs 7, 8 and 9 of these Transfer Regulations shall apply *mutatis mutandis* to any transfer of Bonds or Bond Interests and Depositary Receipts by an Existing Holder to one or more of its Affiliates.
- 10.7 A Transferee that is an Affiliate of the Transferor shall not be required to deliver the KYC Information that has previously been delivered to the Registrars by the Transferor, so long as the Transferor has provided written confirmation to the Registrars that the KYC Information



previously delivered by it remains current and is relevant to that Affiliate and the KYC Information applicable to the Affiliate has been provided to the Registrars.

### **PART III – TRANSFERS OF DEPOSITARY RECEIPTS ONLY**

#### **11. Transfer of Depositary Receipts (other than a transfer of Depositary Receipts to an Affiliate)**

- 11.1 As soon as reasonably practicable following the Trade Date in respect of a transfer of Depositary Receipts, the Transferor must complete and execute a Transfer Notice in the form, or substantially in the form, of Form 2 attached to these Transfer Regulations, and send the same (including any counterpart Transfer Notice) together with the KYC Information to the Transferee for review and counter-signature, or signature on a counterpart Transfer Notice and completion and signature in respect of the KYC Information, by the Transferee. Although both the Transferor and the Transferee must duly complete a Transfer Notice in respect of a transfer of Depositary Receipts, the Issuer, the STAK and the DR Registrar will accept counterpart Transfer Notices, provided that the counterparts are identical other than in respect of the signatures of the Transferor and the Transferee thereon.
- 11.2 Each Transferor and each Transferee is responsible for delivering its counterpart, duly completed with all information required to be provided by it, to the DR Registrar, together with all additional documents required by these Transfer Regulations to be provided to the DR Registrar. None of the Issuer, the STAK and the DR Registrar nor any other agent of the Issuer or the STAK shall have any duty or obligation to deal with a transfer of Depositary Receipts documented by two or more counterpart Transfer Notices until all duly completed Transfer Notices together with the KYC Information have been received by it, together with all additional documentation required by paragraph 11.3 of these Transfer Regulations and the Transfer Fee. A Transferor and a Transferee may, as between themselves, agree that either one of them will submit the Transfer Notice or counterpart Transfer Notices, together with all additional documentation required by these Transfer Regulations. The Transferee is responsible for ensuring that the KYC Information is submitted to the DR Registrar.
- 11.3 The following information has to be sent:
- (a) to the DR Registrar at [fortenovagroup@lucid-ats.com](mailto:fortenovagroup@lucid-ats.com):
    - (i) a copy of the Transfer Notice (including any counterpart Transfer Notice);
    - (ii) a copy of any relevant deed, document or agreement evidencing the transfer of Depositary Receipts from the Transferor to the Transferee (if applicable); and
    - (iii) a copy of the KYC Information applicable to the transfer;
  - (b) any of the documents referred to under (a) above must be sent to the DR Registrar at the following address: 6<sup>th</sup> Floor, No.1 Building, 1-5 London Wall, London EC2M 5PG, United Kingdom.

The DR Registrar will make available copies of the documents referred to under (a) above to the Issuer and the STAK pursuant to the terms of the Paying, Transfer and Conversion Agency Agreement.

- 11.4 The Issuer, the STAK and the DR Registrar may refuse to register any transfer of Depositary Receipts until the documents referred to under paragraph 11.3(b) have been received by the DR Registrar.
- 11.5 For the avoidance of doubt, the procedures set out in paragraphs 6, 7, 8 and 9 of these Transfer Regulations shall apply *mutatis mutandis* to any transfer of Depositary Receipts, provided that all:
- (a) references to Securities shall be deemed to be references to Depositary Receipts;
  - (b) the Stapling Requirement does not apply;
  - (c) references to Bonds, Bond Interests, CB Registrar and CB Register do not apply; and
  - (d) references to Registrars shall be deemed to be references to the DR Registrar.

## **12. Transfers of Depositary Receipts to Affiliates**

- 12.1 An Existing Holder who wishes to transfer Depositary Receipts to an Affiliate shall complete, and arrange for its Affiliate to complete, a Transfer Form in the form, or substantially in the form, attached as Form 2 to these Transfer Regulations, and send the same, including any counterpart Transfer Notice, to its Affiliate (as the transferee) for review and counter-signature, or signature on a counterpart Transfer Notice. Although both the Transferor and its Affiliate must duly complete a Transfer Notice, the DR Registrar will accept counterpart Transfer Notices, provided that the counterparts are identical other than in respect of the signatures of the Transferor and the Transferee.
- 12.2 Each Transferor and each Transferee is responsible for delivering its counterpart, duly completed with all information required to be provided by it, to the DR Registrar, together with all additional documents required by paragraph 11.3 of these Transfer Regulations and the KYC Information to the DR Registrar. None of the Issuer, the STAK and the DR Registrar nor any other agent of the Issuer or the STAK shall have any duty or obligation to deal with a transfer of Depositary Receipts documented by two or more counterpart Transfer Notices until all duly completed Transfer Notices relating to that transfer of Depositary Receipts have been received by it, together with all additional documentation required by paragraph 11.3 of these Transfer Regulations, the KYC Information and the Transfer Fee. A Transferor and a Transferee may, as between themselves, agree that either one of them will submit the Transfer Notice or counterpart Transfer Notices, together with all additional documentation required by these Transfer Regulations. The Transferee is responsible for ensuring that the KYC Information is submitted to the DR Registrar.
- 12.3 Unless the Transferee is an existing holder of Depositary Receipts, and subject to paragraph 12.4 below, the Transferee must provide to the DR Registrar the KYC Information (as well as any information requested by the Issuer, the STAK and/or the DR Registrar to be provided by the Transferee to the DR Registrar in addition to the information listed in Schedule 1, in order to ensure compliance with its own compliance procedures and any applicable AML legislation).
- 12.4 A Transferee that is an Affiliate of the Transferor shall not be required to deliver KYC Information that has previously been delivered to the DR Registrar by the Transferor, so long as the Transferor has provided written confirmation to the DR Registrar that the KYC Information previously delivered by it remains current and is relevant to that Affiliate and all additional necessary KYC Information applicable to the Affiliate has been provided to the DR Registrar.

12.5 For the avoidance of doubt, the procedures set out in paragraphs 7, 8 and 9 of these Transfer Regulations shall apply *mutatis mutandis* to any transfer by an Existing Holder of Depositary Receipts to one or more Affiliates, provided that all:

- (a) references to Securities shall be deemed to be references to Depositary Receipts;
- (b) the Stapling Requirement does not apply;
- (c) references to Bonds, Bond Interests, CB Registrar and CB Register do not apply; and
- (d) references to Registrars shall be deemed to be references to the DR Registrar.

**APPLICABLE ONLY WHEN CONVERTIBLE BONDS ARE OUTSTANDING**

**FORM 1: FORM OF TRANSFER NOTICE (BONDS OR BOND INTERESTS AND  
DEPOSITARY RECEIPTS)**

To: Lucid Issuer Services Limited, in its several capacities as CB Registrar and DB Registrar (the "**Registrars**") , c/o 6th Floor No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG, United Kingdom

Fortenova Group TopCo B.V., in its capacity as Issuer (the "**Issuer**")

Lucid Issuer Services Limited, in its capacity as [DR Custodian] [CB Custodian]

Fortenova Group STAK Stichting, in its capacity as the STAK (the "**STAK**")

Date: *[insert date, must be identical on the counterparts of the Transfer Notices]*

1. Terms defined in the Transfer Regulations shall have the same meaning in this form of transfer.
2. The undersigned Transferor and Transferee hereby confirm to the Issuer, the STAK and the Registrars that the Transferor, for value received, has agreed to sell, assign and transfer to the Transferee the following Bonds or Bond Interests and to sell and transfer the following Depositary Receipts:

(a) €[●] in aggregate principal amount of the [Bonds/Bond Interests] (being [●]%<sup>1</sup> of its holding of [Bonds/Bond Interests] immediately prior to such transfer) [in respect of which the attached Definitive Certificate serial number/ID number *[insert]* has previously been issued] and all rights in respect thereof (the "**Transferred Bonds**"); and

(b) *[insert the number]* of Depositary Receipts or [●] in nominal amount of Depositary Receipts (being [●]% of its holding of Depositary Receipts immediately prior to such transfer) and all rights in respect thereof (the "**Transferred Depositary Receipts**").

3. The Transferred Bonds and the Transferred Depositary Receipts were issued in respect of the following Claim[s] pursuant to the Settlement Plan:

*[insert each applicable claim number and admitted claim amount]*

As at the date of this Transfer Notice, the Claim[s] listed above are [Determined Claims]/[Challenged Claims].<sup>2</sup>

4. The Transferor and the Transferee request the Issuer, the STAK and the Registrars to effect the transfer of the Transferred Bonds and the Transferred Depositary Receipts the subject of this Transfer Notice, in accordance with the Transfer Regulations, the CB Conditions and the Administrative

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<sup>1</sup> Note that the percentages for [Bonds/Bond Interests] and Depositary Receipts must be the same. Fractions of [Bonds/Bond Interests] and/or Depositary Receipts must be rounded up to the nearest whole number.

<sup>2</sup> Delete/amend as appropriate.

Conditions and irrevocably requests and authorises the Registrars to effect the relevant transfer by means of appropriate entries in the applicable Register kept by it.

5. Each of the Transferor and the Transferee hereby represents and warrants to the Issuer, the STAK and the Registrars that the Stapling Requirement is satisfied in respect of the transfer of the Transferred Bonds and the Transferred Depositary Receipts.
6. After giving effect to the transfer of the Transferred Bonds and Transferred Depositary Receipts noted in paragraph 1 above, the Transferor [will not retain any Bonds or Bond Interests or Depositary Receipts][will retain the following holdings of Bonds or Bond Interests and Depositary Receipts:
  - (a) €[●] in aggregate principal amount of [Bonds/Bond Interests] and all rights in respect thereof, relating to the following Claim[s]<sup>3</sup>; and
  - (b) [*insert the number*] of Depositary Receipts or [●] in nominal amount of Depositary Receipts and all rights in respect thereof, relating to the following Claim[s]]<sup>4</sup>.

[The Transferor requests the issuance of Definitive Certificates in respect of the retained Bonds referred to in this paragraph 6.]

7. After giving effect to the transfer of the Transferred [Bonds/Bond Interests] and Transferred Depositary Receipts noted in paragraph 1 above, the Transferor will retain the following holdings of Bonds or Bond Interests and Depositary Receipts:
  - (a) €[●] in aggregate principal amount of Bonds and all rights in respect thereof, relating to the following Claim[s]<sup>5</sup>; and
  - (b) [*insert the number*] of Depositary Receipts or [●] in nominal amount of Depositary Receipts and all rights in respect thereof, relating to the following Claim[s]<sup>6</sup>.
8. The Transferee certifies, pursuant to paragraph 2 and paragraph 3 of the Transfer Regulations that:
  - (a) it [is/is not] an Existing Holder of [Bonds/Bond Interests] and Depositary Receipts of the Issuer;
  - (b) it [is/is not] a Benefit Plan Investor;
  - (c) the transfer to it of the Transferred Bonds and the Transferred Depositary Receipts will not result in the New Group or any member thereof becoming subject to Sanctions, will not cause a breach of any Sanctions by the Issuer or the STAK, and any applicable MC Conditions have been fulfilled;
  - (d) each of it, and its affiliates, [is/is not] subject to Sanctions;

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<sup>3</sup> Insert details.

<sup>4</sup> Insert details.

<sup>5</sup> Insert details.

<sup>6</sup> Insert details.

- (e) it [is/is not] a "U.S. person" (as defined in Regulation S under the Securities Act)[ and is][ a "qualified institutional buyer" (as such term is defined in Rule 144A under the Securities Act)]; and
- (f) [the transfer to it of the Securities subject to this Transfer Notice will comply with Regulation S under the Securities Act]<sup>7</sup>.
9. The Transferee certifies, pursuant to paragraph 2.9 and paragraph 2.10 of the Transfer Regulations that it has not offered or sold and will not offer or sell any of the Transferred Bonds or Transferred Depositary Receipts to any person established in a member state of the EEA (or, if, at the time of this certification, the United Kingdom is not a member state of the EEA, any person established in the United Kingdom) except to Qualified Investors, Permitted Investors or, if applicable, to UK Qualified Investors.
10. All payments in respect of the Transferred Bonds and the Transferred Depositary Receipts transferred to the Transferee are to be made (unless otherwise instructed by the Transferee) to the account set out in the KYC Information, which shall (until further notice) be the registered account of the Transferee for the purposes of the CB Conditions and the Administrative Conditions.

The registered address, e-mail address and contact information of the Transferee for the purposes of CB Condition 16 (*Notices*), the CB Register and the DR Register is stated below:

*[insert Transferee's address, e-mail address and contact information. If the Transferee is already a holder of Bonds or Bond Interests and Depositary Receipts, the information provided to the Registrar (both in terms of payments and contact information) must be identical to the information already noted in the applicable Register, or the Transferee may replace this paragraph 10 with a confirmation that the payment and contact details already noted on the CB Register and the DR Register shall apply to the Transferred Bonds and the Transferred Depositary Receipts.]*

The [email above] [the following email: [\*]] is to be used for purposes of all communications with respect to the exercise of voting rights in connection with the Depositary Receipts.

11. [The Transferee requests the issuance of a Definitive Certificate evidencing the Transferred Bonds transferred to it<sup>8</sup>./The Transferee requests the issuance of a statement by the CB Registrar confirming the amount of Transferred Bond Interests recorded against the Transferee's name in the CB Register./The Transferor requests the issuance of a statement by the CB Registrar confirming the amount of [Bonds/Bond Interests] recorded against the Transferor's name in the CB Register following the transfer of [Bonds/Bond Interests] pursuant to this Transfer Notice.].
12. The Transferee acknowledges that a transfer of title to the Transferred Bonds, Transferred Bond Interests and Transferred Depositary Receipts is determined solely by the entry of the transfer into the CB Register or the DR Register, as applicable, and that entries on the CB Register and DR Register, as applicable, are conclusive evidence of title to the Transferred Bonds, Transferred Bond Interests

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<sup>7</sup> To be retained where the transfer is from the holder of a Bond Interest represented by a Regulation S Global Certificate or a 144A Global Certificate to a holder of a Bond Interest represented by a Regulation S Global Certificate.

<sup>8</sup> Definitive Certificates will be issued **only** if an Exchange Event has already occurred, and the Bonds have not been converted.



and Transferred Depositary Receipts and of the date of transfer of title to Transferred Bonds, Transferred Bond Interests and Transferred Depositary Receipts, absent manifest error.

13. This Transfer Notice may be executed by the Transferor and the Transferee in counterparts, each of which shall constitute an original and both of which taken together shall constitute one and the same Transfer Notice.
14. The Transferee understands that the Securities have not been and will not be registered under the U.S. Securities Act or the laws of any state or territory of the United States of America.
15. [The Transferor confirms to the Registrars that the KYC Information previously delivered to TMF on behalf of the Issuer and the Registrars in respect of the Transferor and its affiliates, including the Affiliate Transferee, remains current or relevant and any additional necessary KYC applicable to the Affiliate Transferee has been provided to TMF on behalf of the Issuer and the Registrars.]<sup>9</sup>

This Transfer Notice, and my non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

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[insert name of Transferor]

Date: *[insert date]*

By: [insert name of signatory] [Authorised Signatory]

[insert title, for persons signing on behalf of corporate entities]

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[insert name of Transferee]

By: [insert name of signatory] [Authorised Signatory]

[insert title, for persons signing on behalf of corporate entities]

**Enclosures:** KYC Information for the Transferee [; Definitive Certificate]

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<sup>9</sup> Applicable only for Affiliate transfers where the Transferor is relying on information delivered previously.

***APPLICABLE ONLY WHEN NO CONVERTIBLE BONDS ARE OUTSTANDING***

**FORM 2: FORM OF TRANSFER NOTICE (DEPOSITARY RECEIPTS)**

To: Lucid Issuer Services Limited, in its capacity as DR Registrar (the "**DR Registrar**")  
Fortenova Group TopCo B.V., in its capacity as Issuer (the "**Issuer**")  
Lucid Issuer Services Limited, in its capacity as [DR Custodian] [CB Custodian]  
Fortenova Group STAK Stichting, in its capacity as the STAK (the "**STAK**")

Date: *[insert date, must be identical on the counterparts of the Transfer Notices]*

1. Terms defined in the Transfer Regulations shall have the same meaning in this form of transfer.
2. The undersigned Transferor and Transferee hereby confirm to the Issuer, the STAK and the DR Registrar that the Transferor, for value received, has agreed to sell and transfer to the Transferee *[insert number]* of Depositary Receipts or €[●] in nominal amount of Depositary Receipts (being [●]% of its holding of Depositary Receipts immediately prior to such transfer) and all rights in respect thereof (the "**Transferred Depositary Receipts**"). The Transferred Depositary Receipts were issued in respect of the following Claims pursuant to the Settlement Plan:<sup>10</sup>

*[insert each applicable claim number and admitted claim amount]*

As at the date of this Transfer Notice, the Claim[s] listed above are [Determined Claims]/[Challenged Claims].

3. The Transferor and the Transferee request the Issuer, the STAK and the DR Registrar to effect the transfer of the Transferred Depositary Receipts the subject of this Transfer Notice in accordance with the Transfer Regulations and the Administrative Conditions and irrevocably requests and authorises the Registrar to effect the relevant transfer by means of appropriate entries in the Register kept by it.
4. After giving effect to the transfer of the Transferred Depositary Receipts noted in paragraph 2 above, the Transferee will retain *[insert number]* of Depositary Receipts or [●] in nominal amount of Depositary Receipts and all rights in respect thereof, relating to the following Claim[s]<sup>11</sup>.
5. After giving effect to the transfer of the Transferred Depositary Receipts noted in paragraph 2 above, the Transferor will [not retain any interest in Depositary Receipts] [retain *[insert number]* of Depositary Receipts or [●] in nominal amount of Depositary Receipts and all rights in respect thereof, relating to the following Claim[s]]<sup>12</sup>.
6. The Transferee certifies, pursuant to paragraphs 2.4 and 2.5 of the Transfer Regulations that:
  - (a) it [is/is not] an existing holder of Depositary Receipts;

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<sup>10</sup> Insert each applicable Claim number.

<sup>11</sup> Insert details.

<sup>12</sup> Insert details.

- (b) it [is/is not] a Benefit Plan Investor;
  - (c) the transfer to it of the Transferred Depositary Receipts will not result in the New Group or any member thereof becoming subject to Sanctions, and will not cause a breach of any Sanctions by the Issuer or the STAK, , and any applicable MC Conditions have been fulfilled;
  - (d) each of it, and its affiliates, [is/is not] subject to Sanctions;
  - (e) it [is/is not] a "U.S. person" (as defined in Regulation S under the Securities Act)[ and is][ a "qualified institutional buyer" (as such term is defined in Rule 144A under the Securities Act)];
  - (f) [the transfer to it of the Transferred Depositary Receipts subject to this Transfer Notice will comply with Regulation S under the Securities Act].
7. The Transferee certifies, pursuant to paragraph 2.9 and paragraph 2.10 of the Transfer Regulations that it has not offered or sold and will not offer or sell any of the Transferred Depositary Receipts to any person established in a member state of the EEA (or, if, at the time of this certification, the United Kingdom is not a member state of the EEA, any person established in the United Kingdom) except to Qualified Investors, Permitted Investors or, if applicable, to UK Qualified Investors.
  8. All payments in respect of the Transferred Depositary Receipts transferred to the Transferee are to be made (unless otherwise instructed by the Transferee) to the account set out in the KYC Information, which shall (until further notice) be the registered account of the Transferee for the purposes of the Administrative Conditions.

The registered address, e-mail address and contact information of the Transferee for the purposes of the DR Register is stated below:

*[insert Transferee's address, e-mail address and contact information. If the Transferee is already a holder of Depositary Receipts, the information provided to the DR Registrar (both in terms of payments and contact information) must be identical to the information already noted in the DR Register, or the Transferee may replace this paragraph 6 with a confirmation that the payment and contact details already noted on the DR Register shall apply to the Transferred Depositary Receipts.]*

The [email above] [the following email: [\*]] is to be used for purposes of all communications with respect to the exercise of voting rights in connection with the Depositary Receipts.

9. The Transferee acknowledges that a transfer of title to the Transferred Depositary Receipts is determined solely by the entry of the transfer into the DR Register, and that entries on the DR Register are conclusive evidence of title to the Transferred Depositary Receipts and of the date of transfer of title to Transferred Depositary Receipts, absent manifest error.
10. This Transfer Notice may be executed by the Transferor and the Transferee in counterparts, each of which shall constitute an original and both of which taken together shall constitute one and the same Transfer Notice.
11. The Transferee understands that the Depositary Receipts have not been and will not be registered under the U.S. Securities Act or the laws of any state or territory of the United States of America.

12. [The Transferor confirms to the Registrars that the KYC Information previously delivered to TMF on behalf of the Issuer and the Registrars in respect of the Transferor and its affiliates, including the Affiliate Transferee, remains current or relevant and any additional necessary KYC applicable to the Affiliate Transferee has been provided to TMF on behalf of the Issuer and the Registrars.]<sup>13</sup>

This Transfer Notice, and my non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

---

[insert name of Transferor]

Date: *[insert date]*

By: [insert name of signatory] [Authorised Signatory]

[insert title, for persons signing on behalf of corporate entities]

---

[insert name of Transferee]

By: [insert name of signatory] [Authorised Signatory]

[insert title, for persons signing on behalf of corporate entities]

**Enclosures:** KYC Information for the Transferee [; Definitive Certificate]

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<sup>13</sup> Applicable only for Affiliate transfers where the Transferor is relying on information delivered previously.

**SCHEDULE 1**  
**FORM OF**  
**KYC Information – Transfers<sup>14</sup>**

Date: \_\_\_\_\_

**TO:**

Fortenova Group TopCo B.V. (FortenovaGroupTopco@tmf-group.com)  
Fortenova Group STAK Stichting (FortenovaGroupSTAK@tmf-group.com)  
Lucid Issuer Services Limited (fortenovagroup @lucid-ats.com)  
Lucid Trustee Services Limited (fortenovagroup @lucid-ats.com)  
Lucid Agency Services Limited (fortenovagroup @lucid-ats.com)

\*To be sent to Fortenova Group TopCo B.V., Fortenova Group STAK Stichting, Lucid Trustee Services Limited, Lucid Issuer Services Limited and Lucid Agency Services Limited by sending via electronic mail to the addresses listed above

**FROM:**

|                           |  |
|---------------------------|--|
| <b>Name of Transferee</b> |  |
|---------------------------|--|

All definitions in capitals used in this KYC Information have the meaning as defined and described in the Transfer Regulations, unless explicit stated otherwise.

**Actions required**



In order to be able to receive a transfer of Securities, you must:

- **complete** the KYC Information in either Part A or Part B of the KYC Form below; is the Transferee you represent an incorporated entity?
  - If **YES**, provide the information under Part A. The information requested under Part B is not required.
  - If **NO**, provide the information under Part B. The information requested under Part A is not required.
- **give** the confirmations, representations, acknowledgments and agreements set out in Part C of the KYC Form by signing Part D of the KYC Form.
- **fill** in and sign Part D of the KYC Form.
- **submit** the KYC Form in accordance with "*Submitting the KYC Form*" below.

A Transferee must submit one KYC Form for Securities to be transferred to the same incorporated entity or natural person. A Transferee must submit separate KYC Forms for Securities to be transferred to different incorporated entities or natural persons (one form for each incorporated entity or natural person).

<sup>14</sup> Form is based on the KYC form prepared for the ICD, removing information relevant only to the ICD.

The confirmations, representations, acknowledgements and agreements given in Part C of the KYC Form below are provided to Fortenova Group TopCo B.V., Fortenova Group STAK Stichting, Lucid Trustee Services Limited, Lucid Issuer Services Limited and Lucid Agency Services Limited and to the extent relevant their respective affiliates, agents and advisers.

## Submitting the KYC Form



Please send the completed KYC Form and supporting documents to TMF, being a director of both Fortenova Group TopCo B.V. and Fortenova Group STAK Stichting. To comply with GDPR legislation and ensure a smooth and secure file transition of the completed KYC Form and supporting documents, TMF uses an upload portal called ShareFile to collect the KYC documents. In order to get access to ShareFile, please send an email to ([aisle.kyc@tmf-group.com](mailto:aisle.kyc@tmf-group.com)), identify yourself as a Transferee and provide us with an email address that will be used as login name for ShareFile. Within two days an automated email will be sent to the specified email address with the request to create an account and set up a password.

If there are any questions regarding the KYC process, please send an email to [aisle.kyc@tmf-group.com](mailto:aisle.kyc@tmf-group.com). TMF will contact you as soon as possible.

**FAILURE BY A TRANSFEREE TO VALIDLY COMPLETE, EXECUTE AND SUBMIT THE KYC FORM TO THE ABOVE EMAIL ADDRESS IN ACCORDANCE WITH THE INSTRUCTIONS SET OUT IN THE KYC FORM MAY RESULT IN THE APPLICABLE SECURITIES NOT BEING TRANSFERRED TO THE TRANSFEREE.**

## 1. Part A – Incorporated entity

Please fill in the form below.



*The Undersigned declares, that he/she is authorised to represent the following incorporated entity:*

| GENERAL INFORMATION |  |                             |
|---------------------|--|-----------------------------|
|                     | <i>requested</i>   | <i>please fill in below</i> |
| 1                   | Total nominal amount of transferred Depositary Receipts                                    | € ...                       |
| 2                   | Total nominal amount of transferred Bond Interests   | € ...                       |
| 3                   | Claim number   |                             |
| ENTITY INFORMATION  |  |                             |
|                     | <i>requested</i>   | <i>please fill in below</i> |
| 3                   | Legal name   | ...                         |
| 4                   | Registration number (if applicable)  | ...                         |
| 5                   | Legal identification number(s) (if applicable) <sup>15</sup>                               | ...                         |
| 6                   | Jurisdiction of incorporation of organisation or registration                              | ...                         |
| 7                   | The type of legal entity it is (e.g. limited company, limited liability partnership, etc.) | ...                         |
| 8                   | Tax domicile   | ...                         |

<sup>15</sup> Please provide the legal identification number ("LIN") for all entities incorporated in the European Union and for any entity incorporated outside the European Union please provide the LIN if the entity has obtained one or otherwise a local registration number.



|    |   |          |
|----|---|----------|
| 9  | Are you a U.S. Person? <sup>16</sup>  | yes / no |
| 10 | Address of registered office (if address is in US, please include State of principal office)        | ...      |
| 11 | Business activities <sup>17</sup>   | ...      |
| 12 | Are you an Investment Entity? <sup>18</sup>   | yes / no |
| 13 | Name contact person   | ...      |
| 14 | Telephone number contact person   | ...      |
| 15 | E-mail address contact person for KYC process   | ...      |
| 16 | Email address contact person for communications related to Depositary Receipt voting (if different) | ...      |

→ PLEASE PROCEED ON THE NEXT PAGE

| BANK ACCOUNT DETAILS |  |                             |
|----------------------|--|-----------------------------|
|                      | <i>requested</i>   | <i>please fill in below</i> |
| 17                   | Bank account number or IBAN number (as applicable) <sup>19</sup> | ...                         |
| 18                   | Full name of the bank account holder                             | ...                         |
| 19                   | Address of the bank account holder                               | ...                         |
| 20                   | Name of the bank   | ...                         |
| 21                   | BIC / SWIFT code of the bank                                     | ...                         |
| 22                   | City and country of the bank                                     | ...                         |

The Undersigned certifies that all of the following documents have been attached to this form:

*Please note that all information requested below must be provided in English or Croatian.<sup>20</sup>*



- a. an extract (not older than three months) from an official register or an independent proof of the incorporated entity's identity, which contains the following information:
- (i) legal name;
  - (ii) registration number;
  - (iii) the address of the registered office; and
  - (iv) a description of the incorporated entity's business activities.

<sup>16</sup> As defined in Regulation S under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act").

<sup>17</sup> Please provide the description in English or Croatian.

<sup>18</sup> An entity whose ordinary activities involve it in acquiring, holding, managing and disposing of investments (as principal or agent) for the purposes of its business and which has professional experience in matters relating to investments.

<sup>19</sup> Account suitable for receipt of payments in Euro.

<sup>20</sup> Please provide all the requested documents in English to the extent feasible.



b. signed<sup>21</sup> and dated ownership structure of the incorporated entity showing any natural person who ultimately (i) owns, (ii) controls or (iii) is the beneficiary, through direct or indirect ownership or control, of at least 10% of the shares in the incorporated entity, and legal documents to verify this structure chart<sup>22</sup>;



c. where applicable, a copy of a valid passport or identity card (certified by an independent lawyer or local authorised authority in the English or Croatian language)<sup>23</sup> for

- (i) each natural person who ultimately owns at least 10% of the shares in the incorporated entity,
- (ii) each natural person who ultimately controls at least 10% of the shares in the incorporated entity, or
- (iii) each natural person who ultimately is the beneficiary of at least 10% of the shares in the incorporated entity, through direct or indirect ownership or control; and



d. the name of each natural person who has the authority to bind the incorporated entity. Where more than four people have the authority to bind the incorporated entity, please limit the answer to (a) the names of the directors of the incorporated entity, and (b) the names of any other natural persons that are authorised to sign documents on behalf of the incorporated entity in this transaction. Please include an authorised signatory list or power of attorneys to verify these names.

*→ THANK YOU FOR FILLING IN PART A OF THE KYC FORM.  
PLEASE PROCEED TO READ PART C*

<sup>21</sup> Signed by a person as referred to under 4. below.

<sup>22</sup> **NOTE:** please provide the complete ownership documentation from external independent sources to verify (UBO) ownership as indicated in the structure chart (including but not limited to ownership documents).

<sup>23</sup> An (independent) external lawyer or local authorised authority (for instance a public notary (*javni bilježnik*)) could state for example the following on a copy of a passport or identity card: "I hereby certify that this photocopy of the passport or identity card of Mr/Ms/Mrs [•] is a true copy" and sign and date the document, including a stamp of the lawyer or authority.

## 2. PART B – Natural person

Please fill in the form below.



| GENERAL INFORMATION  |  |                             |
|----------------------|--|-----------------------------|
|                      | <i>requested</i>   | <i>please fill in below</i> |
| 1                    | Total nominal amount of transferred Depositary Receipts  | € ...                       |
| 2                    | Total nominal amount of transferred Bond Interests   | € ...                       |
| 3                    | Claim number   |                             |
| PERSONAL INFORMATION |  |                             |
|                      | <i>requested</i>   | <i>please fill in below</i> |
| 3                    | Last name  | ...                         |
| 4                    | First name(s)  | ...                         |
| 5                    | Date of birth  | ...                         |
| 6                    | Place of birth   | ...                         |
| 7                    | If applicable:<br>- Social security number<br>- National insurance number<br>- Tax identification number<br>- Tax domicile | ...                         |
| 8                    | Are you a U.S. Person? <sup>24</sup>   | yes / no                    |
| 9                    | Are you an Investment Person? <sup>25</sup>  | yes / no                    |
| 10                   | Permanent residential address (if address is in US, please include State of residence)                                     | ...                         |
| 11                   | Phone number   | ...                         |
| 12                   | E-mail address contact person for KYC process  | ...                         |
| 13                   | Email address contact person for communications related to Depositary Receipt voting (if different)                        | ...                         |
| BANK ACCOUNT DETAILS |  |                             |
|                      | <i>requested</i>   | <i>please fill in below</i> |
| 14                   | Bank account number or IBAN number (as applicable) <sup>26</sup>   | ...                         |
| 15                   | Full name of the bank account holder   | ...                         |

→ PLEASE PROCEED ON THE NEXT PAGE

<sup>24</sup> As defined in Regulation S under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**").

<sup>25</sup> A person whose ordinary activities involve it in acquiring, holding, managing and disposing of investments (as principal or agent) for the purposes of its business and who has professional experience in matters relating to investments.

<sup>26</sup> Account suitable for receipt of payments in Euro.

| BANK ACCOUNT DETAILS (CONTINUED) |                                    |                             |
|----------------------------------|------------------------------------|-----------------------------|
|                                  | <i>requested</i>                   | <i>please fill in below</i> |
| 16                               | Address of the bank account holder | ...                         |
| 17                               | Name of the bank                   | ...                         |
| 18                               | BIC / SWIFT code of the bank       | ...                         |
| 19                               | City and country of the bank       | ...                         |

The Undersigned certifies that all of the following documents have been attached to this form and that no other person has a beneficial interest in the Securities to be issued to the undersigned:

*Please note that all information requested below must be provided in English or Croatian.<sup>27</sup>*



1. a copy (certified by an independent lawyer or local authorised authority in the English or Croatian language)<sup>28</sup> of a valid form of identification of the undersigned (e.g. passport or identity card); and



2. a copy (certified by an independent lawyer or local authorised authority in the English or Croatian language)<sup>29</sup> of an identity card with registered address or a recent utility bill<sup>30</sup> (no older than three months).

→ THANK YOU FOR FILLING IN PART B OF THE KYC FORM.

PLEASE PROCEED TO READ PART C

<sup>27</sup> Please provide all the requested documents in English to the extent feasible.

<sup>28</sup> An (independent) external lawyer or local authorised authority (for instance a public notary (*javni bilježnik*)) could state for example the following on a copy of a passport or identity card: "I hereby certify that this photocopy of the passport or identity card of Mr/Ms/Mrs [●] is a true copy" and sign and date the document, including a stamp of the lawyer or authority.

<sup>29</sup> An (independent) external lawyer or local authorised authority (for instance a public notary (*javni bilježnik*)) could state for example the following on a copy of a utility bill: "I hereby certify that this photocopy of a utility bill of Mr/Ms/Mrs [●] addressed at [address] is a true copy" and sign and date the document, including a stamp of the lawyer or authority.

<sup>30</sup> A utility bill refers to your water, electricity and gas bill and will be used to verify the permanent residential address. Bill should not be older than three months.

### 3. Part C – General confirmations<sup>31</sup>

*By signing Part D of this KYC Form, the Transferee confirms, represents, acknowledges and agrees in respect of itself, that:*

- a. it is (a) not a U.S. Person (as defined in Regulation S under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**")) and is located outside the United States (as defined in Regulation S of the U.S. Securities Act), or (b) either (1) a "qualified institutional buyer" ("**QIB**") as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act or (2) an institutional "accredited investor" ("**IAI**") within the meaning of clauses (1), (2), (3) or (7) of paragraph (a) of Rule 501 of Regulation D under the U.S. Securities Act;
- b. it is a either:
  - (i) a person whose ordinary activities do not involve it in acquiring, holding, managing and disposing of investments (as principal or agent) for the purposes of its business and who has professional experience in matters relating to investments; or
  - (ii) a person whose ordinary activities involve it in acquiring, holding, managing and disposing of investments (as principal or agent) for the purposes of its business and who has professional experience in matters relating to investments and:
- i. if it is established in a member state of the European Economic Area ("**EEA**"):
  1. it is a "**Qualified Investor**" as defined in Article 2.1(e) of Directive 2003/71/EC as amended, or superseded and to the extent implemented in the relevant member state (the "**Prospectus Directive**"); or
  2. is otherwise a person to whom the Securities may lawfully be offered under applicable laws and regulations, including as a result of being a person defined in Part I of Annex II of Directive 2014/65/EU ("**Permitted Investor**");
- ii. if it is established in the United Kingdom, and the United Kingdom is a member state of the EEA, either sub-paragraph 1. or sub-paragraph 2 above applies to that person.
- iii. if it is established in the United Kingdom, and the United Kingdom is, at the time of the relevant transfer, not a member state of the EEA, that person (a "**UK Qualified Investor**") falls within the exception set out in:
  1. Article 19(5) (Investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"); or
  2. sub-paragraphs (a) to (d) of Article 42(2) (High net worth companies, unincorporated associations etc.) of the Order,  
or is a "qualified investor" as defined in Section 86(7) of the Financial Services and Markets Act 2000, as amended or superseded from time to time.
- c. it is acquiring the Securities for (i) its own account, (ii) the account of a QIB or IAI, (iii) the account of a Qualified Investor, (iv) the account of a Permitted Investor or (v) the account of UK Qualified Investors;
- d. it understands that (a) the Securities have not been and will not be registered under the U.S. Securities Act or the laws of any state or territory of the United States, (b) that the Securities issued in the United States will be "restricted securities" (as defined in Rule 144 under the U.S. Securities Act) and (c) that the Securities may not be reoffered, resold, pledged or otherwise transferred, except (A) to Fortenova Group TopCo B.V. or Fortenova Group STAK Stichting, (B) to a person whom the Transferee and/or any person acting on its behalf reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A under the U.S. Securities Act; (C) to a person who is not a U.S. Person as defined in Regulation

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<sup>31</sup> **NOTE:** Further confirmations may be required to be included to reflect and satisfy local securities law requirements with respect to the Securities in the jurisdictions of the New Instrument Beneficiary.

- S under the U.S. Securities Act in an "offshore transaction" in accordance with Regulation S under the U.S. Securities Act; (D) in accordance with Rule 144 under the U.S. Securities Act (if available); (E) pursuant to any other exemption from the registration requirements of the U.S. Securities Act; or (F) pursuant to an effective registration statement under the U.S. Securities Act, in each case in accordance with any applicable securities laws of any state or territory of the United States or any other jurisdiction; provided in the case of clause (E) that Fortenova Group TopCo B.V. and the Trustee may require the delivery of an opinion of counsel, certifications and/or other information reasonably satisfactory to each of them;
- e. it agrees that so long as any Securities are "restricted securities" as defined in Rule 144 under the U.S. Securities Act, it shall notify each transferee of Securities from it that (a) such Securities have not been registered under the U.S. Securities Act or the securities laws of any state or territory of the United States; (b) such Securities are subject to the restrictions on the resale or other transfer thereof described above; (c) such transferee shall be deemed to have represented that it is permitted to acquire such Securities pursuant to the restrictions on the resale or other transfer thereof described above; and (d) such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing;
  - f. it is not prohibited from receiving the Securities pursuant to trade, economic and financial sanctions laws, regulations, embargoes, and restrictive measures administered, enacted or enforced from time to time by (a) the United States (including without limitation the Department of Treasury, Office of Foreign Assets Control), (b) the European Union and its member states, (c) the United Kingdom (including without limitation HM Treasury, the Office of Financial Sanctions Implementation) (d) the Netherlands and (e) the United Nations (collectively: "**Sanctions**");
  - g. it is not (a) a Specifically Designated National under United States Sanctions, Designated Party under European Union Sanctions or Asset Freeze Target under United Kingdom Sanctions or similarly subject to a prohibition to transact with under other Sanctions ("**Blocked Person**"), (b) owned for 50% or more by a Blocked Person, (c) factually or legally controlled by a Blocked Person, or (d) owned by shareholders who (i) jointly own more than 50% of the shares or rights in the Transferee and (ii) have concluded a "**Shareholder Arrangement**" (i.e. a scheme, agreement or understanding, whether or not it is legally enforceable, or any convention, custom or practice of any kind pursuant to which these shareholders will exercise all or substantially all the rights conferred by their respective shares or rights jointly in a way that is pre-determined by the arrangement) with each other and (iii) where one or more of such shareholders is a Blocked Person;
  - h. either: (A) it is not owned by shareholders who (i) jointly own more than 50% of the shares or rights in the Transferee and (ii) have concluded a Shareholder Arrangement with each other and (iii) where one or more of such shareholders is a "**Sectoral Sanctioned Party**" (i.e. a party included on (I) the Sectoral Sanctions Identification ("SSI") List, as maintained by United States OFAC and/or (II) Annexes III, V and VI to European Union Council Regulation (EU) No. 833/2014 of 31 July 2014); or (B) it is owned by shareholders who meet the specifications set out in subsection (A) of this paragraph (h) (the "**Relevant Shareholders**"), and the Relevant Shareholder(s) that [is a / are] Sectoral Sanctioned Part[y/ies] [is/are] *[insert the name of each Relevant Shareholder that is a Sectoral Sanctioned Party]*;
  - i. it is not a party to a Shareholder Arrangement with any other holder of Securities where the parties to that Shareholder Arrangement together hold (or, if applicable, will hold following the transfer of Securities in connection with which this representation is given) 50% or more of the Securities and a party to that Shareholder Arrangement is either (i) a Blocked Person or (ii) a Sectoral Sanctioned Party;
  - j. all information provided on this KYC Form by the Transferee is true and accurate to the best of its knowledge and belief. Fortenova Group TopCo B.V., Fortenova Group STAK Stichting and their respective representatives, will rely on the truth and accuracy of the statements made herein in making any transfer of Securities to the Transferee, and that such statements will survive the execution and delivery of this document and the Transferee dealing in the Securities, and the Transferee agrees to notify Fortenova Group TopCo B.V. and Fortenova Group STAK Stichting promptly in writing if any such statements (for instance the bank account details) cease to be accurate and complete;



- k. the Transferee acknowledges that the bank account details kept on record by or on behalf of Fortenova Group TopCo B.V. and/or Fortenova Group STAK Stichting are accurate and up to date at all times and Fortenova Group TopCo B.V., Fortenova Group STAK Stichting, and Lucid Agency Services Limited are entitled to rely on the bank account details as provided;
- l. it will comply with all applicable securities laws of any state or territory of the United States or any other applicable jurisdiction, including, without limitation "blue sky" laws, and acceptance of the Securities will not violate any law applicable to it;
- m. it understands that the Securities (to the extent they are in certificated form) will bear a legend for the purposes of complying with the U.S. Securities Act;
- n. its receipt of the Securities is not part of a plan or scheme to evade the registration requirements of the U.S. Securities Act;
- o. due to anti-money laundering and the countering of terrorist financing requirements, Fortenova Group TopCo B.V. and/or Fortenova Group STAK Stichting may require proof of the Transferee and related parties' identities before any transfer of the Securities can be processed and that, in the event of delay or failure by the Transferee to produce any information required for verification purposes, Fortenova Group TopCo B.V. and/or Fortenova Group STAK Stichting may refuse to issue the Securities to it;
- p. the confirmations, representations, acknowledgements and agreements given by the Transferee in this KYC Form are given at the time of the execution of this KYC Form and are irrevocable. Fortenova Group TopCo B.V., Fortenova Group STAK Stichting, Lucid Trustees Services Limited, Lucid Issuer Services Limited and Lucid Agency Services Limited and persons acting on their behalf will rely on the truth and accuracy of the confirmations, representations, acknowledgements and agreements set out in this KYC Form;
- q. the Transferee's personal data provided in the context of this KYC Form is processed by either Fortenova Group TopCo B.V. or Fortenova Group STAK Stichting as the data controller. It is necessary for the data controller to process the personal data to facilitate communication by way of email with respect to electronic voting on the Depository Receipts, as well as to comply with a legal obligation (among others Anti-Money Laundering laws) to which the data controller is subject to. The personal data is shared with Lucid and TMF Group, who may in turn use the services of their affiliates or service providers to process the personal data where necessary or appropriate, and all persons who need to know this information. Personal data may also be shared with law enforcement agencies, regulatory or tax authorities and other governmental or public agencies or authorities in order to comply with legal and regulatory obligations. The data controller has no intention to transfer the personal data outside the EEA. However, if personal data is transferred outside the EEA the data controller will ensure that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to article 45 of Regulation (EU) 2016/679 (General Data Protection Regulation) (the "**GDPR**"); (ii) there are appropriate safeguards in place pursuant to article 46 of the GDPR; or (iii) one of the derogations for specific situations in article 49 of the GDPR applies to the transfer. Information on data transfer can be requested by e-mail to: [aisle.kyc@tmf-group.com](mailto:aisle.kyc@tmf-group.com). The personal data shall be stored as long as is necessary to comply with applicable legal obligations the data controller is subject to. The Transferee as data subject has the right to request access to its personal data, rectification or erasure of personal data or restriction of processing as well as the right to data portability and the right to lodge a complaint with the relevant data protection authority. All personal data requested in the context of this KYC Form is necessary to comply with a legal obligation. If the personal data is not or is not completely submitted the transfer of Securities to the Transferee cannot be implemented with respect to the relevant Transferee;
- r. the Transferee understands that Fortenova Group TopCo B.V. will not recognise any offer, sale pledge or other transfer of the Securities made other than in compliance with the above-stated restrictions and the Transfer Regulations; and
- s. it will comply with the Transfer Regulations from time to time relating to the transfer of the Securities.

→ THANK YOU FOR READING PART C.  
PLEASE PROCEED TO SIGNING PART D.

#### 4. Part D – Signature page KYC Form



We hereby agree to the terms of this KYC Form and confirm that by signing this KYC Form, we give each of the confirmations, representations, acknowledgements and agreements set out in Part C.

Signed and delivered as a deed on \_\_\_\_\_ by:

.....

Authorised signatory on behalf of:

\_\_\_\_\_  
(Name of Transferee)

in the presence of:

Witness<sup>32</sup> signature

Witness<sup>33</sup> name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

→ THANK YOU FOR SIGNING PART D.  
PLEASE SUBMIT THE KYC-FORM AS DESCRIBED IN § 1.3.

<sup>32</sup> Everybody can be a witness and no specific requirements apply. It is for instance not required that a witness is authorised to sign on behalf of the company.

<sup>33</sup> Idem.