

True, but unofficial English translation of the deed of
amendment of the Articles of Association
dated **July 16, 2018**, of the private company
with limited liability **The Social Medwork B.V.**
with corporate seat at The Hague.



True, but unofficial English translation of the deed of amendment of the Articles of Association, dated **July 16, 2018**, of the private company with limited liability **The Social Medwork B.V.**, with corporate seat at The Hague (Chamber of Commerce number 62439715).

In the event of a conflict between the english and dutch texts, the dutch text shall prevail.

On this **the sixteenth day of July two thousand and eighteen** appears before—
me, _____

Maître Paul Herbert Brown Gorsira, civil law notary at Wassenaar: _____

Marjolein Irene Visser, born at Delft on January eleventh nineteen hundred—
and fifty-nine, employed at Van Wijk Notarissen, at 2242 KE Wassenaar, the—
Netherlands, Schoolstraat 27. _____

The Appearer declares: _____

On the twelfth day of July two thousand and eighteen the shareholders of the—
private company with limited liability **The Social Medwork B.V.**, with corporate—
seat at The Hague, incorporated by deed dated the fifteenth day of January two—
thousand and fifteen, registered with the Chamber of Commerce with number—
62439715, has resolved: _____

a. to amend the Articles of Association of the company as mentioned _____
hereinafter; _____

b. to authorize the Appearer to execute the deed of amendment, _____
which resolutions appear from a shareholdersresolution which will be annexed to—
this deed. _____

To implement the aforementioned resolution the Appearer declares that the—
Articles of Association of the company are amended as follows: _____

I. Article 2 letter b is cancelled and replaced by a new Article 2 letter b, _____
reading: _____

“b. to exert a significant positive influence on society through its business—
operations and activities. More specifically, the Company aims to _____
improve the worldwide distribution of medicines to patients at affordable—
prices. In realizing its goal, the Company primarily pursues a positive—
influence on society and the environment. To this end, the Company—
formulates a policy that serves the purpose and the mission of the—
Company. The Company also strives for maximum transparency in—
reporting on operations and governance. Notwithstanding the provisions—



which members shall be appointed out of a binding nomination as follows:

- each holder of priority shares has the right for a binding nomination of:
 - (i) a member of the Board of Supervisory Directors who is a shareholder, director, advisor or employee of or is otherwise connected with the relevant priorityshareholder;
 - (ii) a member of the Board of Supervisory Directors who is not a shareholder, director, advisor or employee of or is not otherwise connected with the relevant priorityshareholder;
- the "Angel Investors TSM" (as defined in an agreement of shareholders of the Company dated the twelfth day of July two thousand and eighteen) has the right for a binding nomination of one member of the Board of Supervisory Directors.

The binding character of the nomination can be withdrawn through a resolution of the general meeting, adopted with a majority of at least two-thirds of the votes cast in a meeting in which more than half of the issued capital is represented."

VI. Article 27 paragraph 1 is cancelled and replaced by a new Article 27 paragraph 1, reading:

"1. Resolutions to amend these Articles of Association, to approve the filing for bankruptcy of the Company, to effect a legal merger, split-up or split-off or to dissolve the Company shall be passed with an absolute majority of the votes cast.

A resolution to amend a statutory social purpose clause of the Company requires the prior approval of the meeting of holders of priority shares."

OF ALL OF WHICH THE PRESENT RECORD HAS BEEN MADE which was executed at Wassenaar on the day and year first above written.

After the sum and substance of the present deed had been summarized to the Appearer he declared to have taken cognizance of the contents of the present deed and not to require a complete reading thereof.

Thereupon the present deed was signed by the Appearer and me, civil law

True, but unofficial English translation of the Articles of Association, as per **July 16, 2018**, of the private company with limited liability **The Social Medwork B.V**, with corporate seat at The Hague (number Chamber of Commerce 62439715).

In the event of a conflict between the English and Dutch texts, the Dutch text shall prevail.

ARTICLES OF ASSOCIATION

Name and corporate seat

Article 1

1. The name of the Company is: **The Social Medwork B.V.**
2. The Company has its corporate seat in **The Hague**.

Objects

Article 2

The objects of the Company are:

- a. to build and maintain a worldwide online marketplace together with related or contractually or otherwise connected enterprises;
- b. to exert a significant positive influence on society through its business operations and activities. More specifically, the Company aims to improve the worldwide distribution of medicines to patients at affordable prices. In realizing its goal, the Company primarily pursues a positive influence on society and the environment. To this end, the Company formulates a policy that serves the purpose and the mission of the Company. The Company also strives for maximum transparency in reporting on operations and governance. Notwithstanding the provisions of the law, the management report contains at least a description of the social impact of the Company and the way in which it was measured.
- c. to incorporate, form, establish, acquire and dispose of companies, partnerships and businesses, to acquire and dispose of participating interests therein, and to conduct the affairs of, manage and finance companies, partnerships and businesses, or to have others manage and finance the same or conduct the affairs thereof, and to undertake advisory and consultancy activities;
- d. to acquire, manage and exploit intellectual and industrial property rights;
- e. to acquire, dispose of, encumber, exploit and invest in property subject to compulsory registration and movable property, securities and other financial instruments, to grant and raise loans either with or without collateral or personal security, to provide security, either as surety, guarantor or otherwise, for group companies, shareholders and third parties and to pay recurring benefits;
- f. to perform any acts relating or conducive to the above objects, all in the broadest sense.

Shares

Article 3

1. The Company has one or more ordinary shares and one or more priority shares with a par value of one eurocent (€ 0.01) each. Any reference in these Articles of Association to 'shares' and 'shareholders' shall be construed as a reference to both priority shares and ordinary shares and to both the holders of priority shares and the holders of ordinary shares, unless expressly stated otherwise. By resolution of the general meeting, adopted with unanimous votes in a meeting in which all holders of meeting rights are present or represented, it can be resolved to convert ordinary shares into priority shares and vice versa. The provisions of Article 2:230 paragraph 3 of the Civil Code are excluded with regard to these resolutions.
2. The Articles of Association may impose any additional obligations on shares or share ownership that are enforceable under the law of obligations ('*verplichtingen van verbintenisrechtelijke aard*').

Article 4

1. The ordinary shares shall be registered in the names of the holders and shall be numbered consecutively from number 1 upwards. The priority shares shall be registered in the names of the holders and shall be numbered consecutively from number P1 upwards. The number shall be the designation of the shares.
2. Share certificates may not be issued.

Article 5

1.
 - a. Shares may be issued (and share purchase rights may be granted) only pursuant to a resolution passed by the General Meeting.
 - b. In such resolution, the General Meeting shall also set the price and the terms of issue, with due regard for the provisions of these Articles of Association.
 - c. The issue price may not be below par.
 - d. The General Meeting may delegate its power to pass the resolutions referred to in clauses a. and b. above to another body of the Company and may revoke such delegation.
 - e. An appropriate deed, executed for that purpose before a civil law notary practising in the Netherlands, to which those involved are party, shall be required for the issue of shares.
2. When shares are issued, each holder of shares of a certain kind shall have a pre-emption right pro rata to the aggregate value of his shares of that kind, subject to the provisions of the law. The pre-emption right shall be non-transferable. The pre-emption right may be restricted or excluded, for a single share issue at a time, by the body competent to issue shares.

Article 6

1. When a share is taken up, its par value must be paid at the same time. It

- may be stipulated that part of the par value need not be paid until a specified period has elapsed or until the Board of Directors has called it up.
2. Amounts outstanding on shares must be paid in cash, unless a different contribution is agreed. Payment in a currency other than the currency in which the par value of the shares is denominated may be made only with the permission of the Board of Directors.

Register

Article 7

1. The Board of Directors shall keep a register in which the following shall be recorded:
 - the names and addresses of all the shareholders;
 - the number of shares held by them, the date on which they acquired the shares, the date of acknowledgement or service and whether those shares carry voting rights that may be exercised at the General Meeting;
 - the amount paid up on each share;
 - the names and addresses of those who have a usufruct or a pledge over shares, the date on which they acquired the usufruct or pledge, the date of acknowledgement or service, as well as which of the rights attaching to the shares are vested in them pursuant to Article 8;
 - which of the shareholders are not bound by any obligation or requirement under the Articles of Association;
 - the names and addresses of the holders of depositary receipts for shares carrying meeting rights, the date on which the meeting rights were attached to their depositary receipts and the date of acknowledgement or service;
 - any other information that must be recorded in the register by law.
2. The register shall be kept up to date, with the proviso that any change to the details referred to in Paragraph 1 above must be recorded in the register as soon as possible; any discharge from liability for the payment of amounts outstanding on the shares and the date of such discharge shall also be entered in the register.
3. Shareholders and others whose details must be recorded in the register pursuant to this Article shall furnish the Board of Directors in good time with the necessary information. If the Company is also notified of an electronic address for entry in the share register, such notification shall imply that the party in question agrees to receive all communications, announcements and notices of meetings in electronic form.
4. Upon request, the Board of Directors shall furnish a person as referred to in Paragraph 1 above, free of charge, with an extract from the register with respect to his right to a share. If a usufruct or a pledge has been created over the share, the extract shall state to whom the rights referred to in Article 8 belong.
5. The Board of Directors shall deposit the register at the office of the Company

for inspection by the holders of meeting rights. Any reference in these Articles of Association to 'holders of meeting rights' shall be construed as a reference to shareholders, usufructuaries and pledgees in whom the rights referred to in Paragraph 3 of Article 8 are vested, as well as to holders of depositary receipts for shares carrying meeting rights under or pursuant to the Articles of Association.

The information in the register concerning partly-paid shares shall be open for inspection by anyone; a copy of or an extract from this information shall be furnished at a price not exceeding cost.

Usufruct/pledge

Article 8

1. A usufruct may be created over shares. The shareholder may vote the shares that are subject to a usufruct to the extent that those shares carry voting rights. Notwithstanding this provision, the voting rights attaching to shares shall be vested in the usufructuary:
 - if the usufruct is a usufruct as defined in Sections 19 and 21 in Book 4 of the Netherlands Civil Code, unless otherwise agreed by the parties or otherwise determined by the Subdistrict Court (*kantonrechter*) on creation of the usufruct, as provided in Section 23(4) in Book 4 of the Netherlands Civil Code, or
 - if this is stipulated on creation of the usufruct or if this is subsequently agreed in writing between the shareholder and the usufructuary, , on condition that both this stipulation and – if the usufruct is transferred – the passing of the voting right have been approved by the General Meeting.
2. A pledge may be created over shares. The provisions of the preceding Paragraph shall apply by analogy as far as possible.
3. Non-voting shareholders and usufructuaries or pledgees with voting rights shall have meeting rights. A usufructuary or pledgee without voting rights shall not have meeting rights, unless otherwise provided when the usufruct or pledge is created or transferred.

Depositary receipts for shares/holders of meeting rights

Article 9

1. The General Meeting may attach meeting rights to and withdraw meeting rights from depositary receipts for shares, with the proviso that meeting rights may be withdrawn from depositary receipts only with the consent of the depositary receipt holders in question.
2. Bearer depositary receipts for shares may not be issued. If this provision is breached, the rights attaching to the shares in question may not be exercised as long as bearer depositary receipts are outstanding.
3. Any reference in these Articles of Association to 'holders of meeting rights' shall be construed as a reference to the shareholders, the holders of depositary receipts carrying meeting rights and the usufructuaries and

pledgees with meeting rights.

Joint ownership

Article 10

If shares, limited rights to shares or depositary receipts issued for shares are held in joint ownership, the joint owners may only be represented in their dealings with the Company by one person, duly appointed in writing.

Acquisition of treasury shares

Article 11

1. Any acquisition by the Company of partly-paid shares in its own capital shall be null and void.
2. Any acquisition by the Company, pursuant to a Board resolution, of fully-paid-up treasury shares other than for no consideration shall not be permitted if the shareholders' equity less the purchase price is less than the reserves that must be maintained by law or by virtue of the Articles of Association, or if the Board of Directors knows or should reasonably foresee that the Company will not be able to continue paying its due debts after such acquisition.
3. The preceding Paragraphs shall not apply to shares which the Company acquires by universal succession.
4. Any reference in this Article to 'shares' shall be taken to include a reference to depositary receipts for shares.

Capital reduction

Article 12

1. The General Meeting may pass a resolution to reduce the issued capital by cancelling shares or by reducing the par value of shares by means of an amendment to the Articles of Association.
2. Such a resolution must specify the shares to which it relates and provide for its implementation.
3. A capital reduction must be effected in accordance with the relevant provisions of the law, including the requirement that the shareholders' equity must exceed the statutory reserves and the provision that the Board of Directors must approve the distribution, which approval must be withheld if the Board of Directors knows or should reasonably foresee that the Company will not be able to continue paying its due debts after such distribution.

Transfer of shares

Article 13

1. An appropriate deed, executed for that purpose before a civil law notary practising in the Netherlands, to which those involved are party, shall be required for the transfer of a share and for the transfer of a limited right to a share.
2. The transfer of a share shall also be legally binding upon the Company. Except if the Company itself is party to the juristic act, the rights attaching to

the share may not be exercised until the Company has acknowledged the juristic act or until the deed has been served upon the Company in accordance with the relevant statutory provisions, or until the Company has acknowledged the transfer by making an entry to that effect in the share register referred to in Article 7.

3. The provisions of Paragraph 2 above shall apply by analogy to a transfer of depositary receipts for shares.

Transfer restrictions

Article 14.

1. A shareholder who wishes to transfer one or more shares, requires the approval of the general meeting of shareholders thereto, in this Article hereinafter referred to as "the meeting".
2. The approval is requested in writing to the board of management, stating the name of the proposed acquirer(s) and the number of shares for which approval is requested.
Within fourteen days after receipt of the request for approval for the transfer of one or more shares, the board of management shall call a meeting in which the request for approval shall be treated.
3. The meeting is obliged to render a decision on the request within three months after a shareholder has requested the approval in writing.
If the approval is granted this shall be notified in writing by the board of management to the petitioner.
If the meeting has not rendered a decision on the request within three months, the approval is deemed to be granted. If the approval is granted or deemed to be granted, the transfer of shares for which approval was requested has to take place within three months thereafter, failing which approval must be requested again.
4. The meeting may refuse the approval for the transfer requested, provided that one or more interested purchasers are designated by it, who are willing to purchase all the shares for which approval for the transfer is requested, against payment in cash, failing which the approval is deemed to be granted. The refusal of the approval shall be notified in writing to the petitioner within eight days after such has been resolved by the meeting, indicating simultaneously the interested purchaser(s) designated by the meeting, also indicating the maximum number of shares for which each of them is interested and in connection with the provisions of paragraphs 8 and 9, also indicating the order in which the claimants are entitled to the offered shares.
5. The petitioner and the claimant(s) accepted by him shall discuss the price to be paid for the shares or shares. If this discussion does not lead to agreement within three weeks after the notification by the board of management to the petitioner and the claimant(s), the price shall be determined by an expert, to be appointed by the parties or, if they do not reach an agreement concerning this appointment within fourteen days after

one of the parties has notified the other party that it wishes an expert to determine the price, by the President of the Chamber of Commerce and Industry of the place where the company has its statutory seat. Unless parties agree otherwise, this expert is an expert as referred to in Article 2:393 of the Civil Code.

6. The expert shall submit his report to the board of management. The board of management shall forthwith notify the petitioner and every one of the claimants in writing of the price that has been determined by the expert.
7. Every claimant shall have the right, during one month after the letters prescribed in paragraph 6 of the Article have been sent, to declare that he is no longer or only for less shares a claimant, which declaration shall be done in writing to the board of management.
8. If, as a result of the provisions of the forgoing paragraph, one or more shares become available, these shall be allotted in conformity with the notification as referred to in paragraph 4 to the other claimants, insofar these, whether or not in connection with the provisions of paragraph 7, are still claimants and insofar the petitioner accepts them.
9. The petitioner has at all times, but ultimately until one month after it was known to him to which claimant(s) he can sell all the shares for which approval was requested and against what price, the right to withdraw his request.
This withdrawal is done in writing to the board of management.
10. After the time-limit provided above for withdrawing the request has expired and it is certain that the claimant(s) as referred to in paragraph 4 and designated by the meeting, shall purchase all shares for which the petitioner has requested approval, the petitioner is obliged to transfer these shares to the claimant(s) concerned against simultaneous payment of the price owed by the claimant(s) concerned.
11. The transfer of all shares for which the petitioner has requested approval for the transfer to the proposed acquirer(s), mentioned in the letter prescribed in paragraph 2, is free, if not all shares are taken over against payment in cash by the claimant(s) designated by the meeting as referred to in paragraph 4, provided that the petitioner has not withdrawn his request and provided the transfer takes place within three months after it has been established that not all shares are taken over.
If however, at that time the petitioner wishes to transfer these shares to the proposed acquirer(s) against a lower price than the price that has been established, he shall be obliged to again request approval for the transfer therefore, for the lower price, with due observance of the stipulations of this Article, with the exception however of the stipulations of paragraphs 5 and 6 and of this sentence.
12. The costs and fees of the expert referred to in paragraph 5 are for the account of:

- a. the petitioner, if he withdraws; _____
 - b. the petitioner as to one half and the claimant(s) as to the other half, if the shares have been purchased, provided however that each purchaser _____ contributes towards those costs in proportion to the number of shares _____ purchased by him; _____
 - c. the company, if the claimant(s) have not taken over all shares for the _____ transfer of which approval was requested by the petitioner. _____
13. In the event of: _____
- a. the death of a shareholder or a declaration of his presumed death; _____
 - b. a shareholder being declared bankrupt or is granted suspension of _____ payment or the arrangement for reconstruction of debts for private _____ persons is applicable to him, or being placed under curatorship or losing _____ the free management of his own affairs in any other way; _____
 - c. the community, in which a shareholder is married or which exists _____ between a shareholder and his registered partner and of which his _____ shares form part, being dissolved in any way other than by the death of _____ that shareholder while the shares are not being transferred to the _____ shareholder within one year after the dissolution; _____
 - d. a winding-up or liquidation of a body corporate, partnership firm, limited _____ partnership or any other partnership or company that is the owner of one _____ or more shares while - insofar as applicable - the shares are not being _____ transferred to the original shareholder within one year after the winding- _____ up or liquidation; _____
 - e. through the transfer in ownership or other transfer of shares or through _____ the transfer of voting rights on shares or through issue of shares, the _____ control rights over the activities of the enterprise of a company which - _____ directly or indirectly - holds one or more shares, is obtained by one or _____ more others in the meaning of the Merger Code ("SER-besluit _____ Fusiegedragsregels ") applicable at any time, irrespective of the fact if _____ those regulations apply to the acquisition concerned, _____
the shareholder, his heirs, legal successors or representatives or the new _____ owners, as the case may be, have the obligation to notify the board of _____ management in writing thereof within thirty days after the obligation has _____ arisen. _____
14. Within three months after receipt of the notification as referred to in the _____ preceding paragraph, the board of management must hold a meeting, which _____ meeting can then designate one or more persons, to whom all shares _____ concerned must be transferred against payment in cash. Paragraphs 5 _____ through 12 of this Article are applicable accordingly then, provided however _____ that the petitioner is obliged to accept the designated claimant(s) and does _____ not have the right to withdraw, while in case the meeting has not designated _____ a person or persons to whom the shares concerned must be transferred _____ against payment in cash within the time-limit set in this Article or in case the _____

petitioner is free to transfer the shares for the transfer of which approval is requested, the shareholder, his heirs or legal successors or representatives or the new owners, as the case may be, only have the right to keep these shares.

A non-compliance with the obligation to offer shares in accordance with what has been provided in this paragraph shall have the consequence that, after the expiry of the time limit mentioned above, the right to attend meetings and the right to vote, attached to the shares, shall not be capable of being exercised, and that the right to dividends shall be suspended for as long as that obligation has not been complied with.

15. If the shareholder, or if his heirs, successors in title or legal representative or the new owners, as the case may be, notwithstanding a demand thereto by the board of management, do not comply with their obligations as mentioned in paragraph 13, the board of management shall notify the persons concerned in writing that his shares are deemed to be offered for sale. The board of management shall then, within three months after the aforementioned notification, call the meeting as mentioned in paragraph 14, the other provisions of paragraph 14 being applicable accordingly also.
16. If the shareholder, or if his heirs, successors in title or legal representative or the new owners, as the case may be, notwithstanding a demand thereto by the board of management fail to transfer the share or shares against payment of the price agreed or determined, the company is irrevocably authorized to effect the transfer on his (their) behalf and to execute the required deed(s) therefore.
The price agreed or determined must be paid to the company on behalf of the former owner or owners.
17. The foregoing paragraphs of this article shall not be applicable:
 - a. if the shares have become part of a community of property through marriage but that community has in the meantime been dissolved, in so far as the shares have within twelve months after the undivided ownership has arisen, been allotted to the original shareholder;
 - b. if a shareholder is obliged by law to transfer his share(s) to a former holder.
18. For the applicability of this article rights of subscription shall be put on a par with shares.
19. The company shall only be entitled to be a claimant with the consent of the petitioner.

Board of Directors and supervision

Article 15

1. The management of the company is vested in a Board of Directors which shall comprise of one or more Directors under the supervision of a Board of Supervisory Directors, comprising of one or more Supervisory Directors. Directors and Supervisory Directors shall be appointed by the General

Meeting and may, at any time, be suspended or removed by this meeting. The members of the Board of Supervisory Directors are appointed for the term as mentioned in the appointment resolution.

2. The Board of Supervisory Directors consists of at least five members which members shall be appointed out of a binding nomination as follows:
 - each holder of priority shares has the right for a binding nomination of:
 - (i) a member of the Board of Supervisory Directors who is a shareholder, director, advisor or employee of or is otherwise connected with the relevant priority shareholder;
 - (ii) a member of the Board of Supervisory Directors who is not a shareholder, director, advisor or employee of or is not otherwise connected with the relevant priority shareholder;
 - the "Angel Investors TSM" (as defined in an agreement of shareholders of the Company dated the twelfth day of July two thousand and eighteen) has the right for a binding nomination of one member of the Board of Supervisory Directors.

The binding character of the nomination can be withdrawn through a resolution of the general meeting, adopted with a majority of at least two-thirds of the votes cast in a meeting in which more than half of the issued capital is represented.

3. The General Meeting shall decide on the number of Directors and Supervisory Directors and has the authority to grant one or more titles to one or more Directors or Supervisory Directors.
4. The General Meeting shall decide on the remuneration and the further terms and conditions of employment of the Directors, after prior approval from the Board of Supervisory Directors. The General Meeting can furthermore grant a remuneration to one or more Supervisory Directors.
5. The Board of Directors shall be charged with the management of the Company. In the discharge of their duties, the Directors shall be guided by the interests of the Company and the business carried on by the Company. The Board of Directors shall be required to comply with the instructions of the General Meeting. The Board of Directors shall be required to follow the instructions except if these are contrary to the interests of the Company and the business carried on by the Company. In their decision making, the directors shall also take into account the social, legal or other consequences of the conducting of business by the Company with regard to (i) the employees, the subsidiaries and suppliers (ii) the interests of the customers of the Company and its subsidiaries (iii) the communities and the society in which the Company, its subsidiaries and suppliers conduct their business (iv) the local and global environment and (v) the short term and long term interests of the business of the Company. The General Meeting may subject resolutions of the Board of Directors to its

prior approval in a resolution to that effect. Such resolutions must be clearly specified and notified in writing to the Board of Directors.

6. The Board of Directors may adopt written standing orders governing the decision-making by the Board of Directors and assigning specific tasks and responsibilities to each of the Directors. Such standing orders may provide that one or more Directors may pass valid resolutions on matters falling within his or their area of responsibility.
7. All resolutions of the Board of Directors shall be passed by an absolute majority of the votes cast, except where the standing orders prescribe a larger majority.
8. A Director shall not participate in the deliberations and decision-making on any matter in respect of which his direct or indirect interests conflict with those of the Company. If no resolution can be passed as a result of this, the Board of Supervisory Directors shall be entitled to pass the resolution.
9. If a Director is absent or unable to act, the remaining Directors shall continue to be in charge of the management of the Company. If all the Directors are absent or unable to act, a person appointed for that purpose by the Board of Supervisory Directors shall temporarily be charged with the management of the Company. The Board of Supervisory Directors shall be entitled to appoint a person as referred to in the preceding sentence to act as auxiliary manager if one or more but not all the Directors are absent or unable to act.

Board of Supervisory Directors

Article 16

1. The Board of Supervisory Directors has the duty to supervise the management of the Board of Directors and the general affairs of the company and the enterprise connected therewith. It shall advise the Board of Directors. In fulfilling their duties the Supervisory Directors shall be guided by the interest of the company and the enterprise connected therewith. The Board of Supervisory Directors may subject resolutions of the Board of Directors or of one or more Directors, duly authorized by standing orders, to its prior approval in a resolution to that effect. Such resolutions must be clearly specified and notified in writing to the Board of Directors.
2. The Board of Directors shall provide each Supervisory Director with all information concerning the company which he shall request. The Board of Supervisory Directors is authorized to inspect all books, records and correspondence of the company, to inventorize all values belonging to the company and to take cognizance of all acts that have taken place; each Supervisory Director has admittance to all buildings and terrains in use by the company.
3. The Board of Supervisory Directors may be supported in the performance of its duties by experts for the account of the company.
4. If the Supervisory Board consists of one or more members, it shall appoint one of them as chairman and may appoint one or more of them as delegated

Supervisory Director, who more specifically is charged with the daily supervision of the acts of the Board of Directors.

5. The Board of Supervisory Directors shall convene as often as the majority of its members or the chairman deems necessary.
6. The Board of Supervisory Directors may also adopt resolutions outside a meeting, provided that this be done in writing, electronically or telefax, all Supervisory Directors have been informed of the resolution to be adopted and none of them has opposed this.
7. The Supervisory Board resolves, both in and out of a meeting, with a simple majority of votes.
8. Notwithstanding the provisions in these Articles concerning a remuneration granted to one or more Supervisory Directors, the expenses made as such shall be paid to the members of the Supervisory Board.
9. The Supervisory Board has the authority to suspend each Director. It shall notify the Director concerned immediately of such suspension in writing, mentioning the reason for the suspension, and is obliged to convene a General Meeting, in which the suspension shall be lifted or in which the suspended Director shall be dismissed.
10. If through any circumstance one or more Supervisory Directors are no longer in office, the remaining Supervisory Director(s), as long as at least one Supervisory Director is in function, shall form an authorized body until the following General Meeting, which shall then fill the vacancy(s) or resolve that these shall not be filled.
11. If there is only one Supervisory Director in function, he has all the authorities and he is charged with all obligations granted by these Articles to the Board of Supervisory Directors and the chairman.
12. If a Supervisory Director is absent or unable to act, the remaining Supervisory Directors shall continue to be in charge of the supervision of the management. If all the Supervisory Directors are absent or unable to act, a person appointed for that purpose by the General Meeting shall temporarily be charged with the supervision of the management. The General Meeting shall be entitled to appoint a person as referred to in the preceding sentence who shall also be charged with the supervision of the management, if one or more but not all the Supervisory Directors are absent or unable to act.

Representation

Article 17

The Board of Directors shall represent the Company. The authority to represent the Company shall also be vested in:

- a. each individual Director who has the title of Managing Director;
- b. two Directors acting jointly.

Financial statements

Article 18

1. The Company's financial year coincides with the calendar year.

2. Annually, within five months of the end of the Company's financial year — unless the General Meeting extends this period by six months at most, or by any other term as prescribed by the law, on account of exceptional circumstances — the Board of Directors shall prepare the financial statements and make these available for inspection by the shareholders at the office of the Company.
Within the same period, the Board of Directors shall also make the annual report available for inspection, except if the Company is not required by law to prepare an annual report.
The financial statements shall be signed by all the Directors and Supervisory Directors.
If any signature is missing, this shall be reported along with the reason.
3. a. The Company shall engage an expert to audit the financial statements, except if the Company is not required by law to do so. The General Meeting shall be entitled at all times to engage such an expert. If the General Meeting fails to do so, the expert may be engaged by the Board of Directors or Supervisory Directors.
The audit engagement may be terminated at any time by the General Meeting and by the party who engaged the expert.
- b. The audit engagement shall be awarded to an expert qualified by law to audit financial statements. The selection of an expert shall not be restricted by any nomination.
- c. The person so engaged shall report in writing on his audit to the Board of Directors and Supervisory Directors.
4. The Company shall ensure that the financial statements, the annual report (if an annual report has been prepared) and the accompanying information required by Section 392(1) in Book 2 of the Netherlands Civil Code are available at its office from the day on which notice is given of the General Meeting at which these documents will be considered. The shareholders and other holders of meeting rights may inspect the documents there and obtain a copy thereof at no cost.

Adoption of the financial statements and the annual report

Article 19

1. The financial statements shall be adopted by the General Meeting.
2. After the motion to adopt the financial statements has been considered, a motion shall be presented to the General Meeting to discharge the Directors and Supervisory Directors from liability for the policies pursued by them in the financial year in question to the extent that such policies are evident from or disclosed in the financial statements or to the extent that such policies have been disclosed to the General Meeting.
3. The provisions of Article 210 paragraph 5 of the Civil Code are excluded.

Appropriation of profits

Article 20

1. The General Meeting shall have the right to appropriate the profits reported in the adopted financial statements and to declare distributions to the extent that the shareholders' equity exceeds the statutory reserves.
2. In calculating the amount that will be distributed on each share, each share shall participate equally in the distribution. The provision in the preceding sentence may be derogated from with the consent of all the shareholders.
3. A resolution passed by the General Meeting to make a distribution shall not take effect until it has been approved by the Board of Directors. The Board of Directors may withhold its approval only if it knows or should reasonably foresee that the Company will not be able to continue paying its due debts after such distribution.
4. If the Company is unable to continue paying its due debts after a distribution, the Directors who knew or should reasonably have foreseen this at the time of the distribution shall be jointly and severally liable to the Company for the deficit resulting from such distribution plus the statutory interest accruing from the day of the distribution. Section 248(5) in Book 2 of the Netherlands Civil Code shall apply by analogy. A Director who proves that he is not to blame for the distribution by the Company and that he has not been negligent in taking measures to avert its consequences shall not be liable. Each recipient of a distribution who knew or should reasonably have foreseen that the Company would be unable to continue paying its due debts after such distribution shall be required to contribute towards meeting the deficit resulting from such distribution by paying an amount not exceeding the amount or value of the distribution received by him. If the Directors have paid the debts referred to in the first sentence, the payments referred to in the third sentence shall be made to the Directors, pro rata to the amount paid by each of the Directors. A debtor shall not be entitled to set off a debt as referred to in the first or third sentence. The provisions of this Paragraph shall not apply to distributions in the form of shares in the Company's capital or distributions in payment for partly-paid shares.
5. Anyone who has determined or has been instrumental in determining the policies of the Company as if he were a Director, shall be treated as a Director for the purposes of Paragraph 3. No liability claim may be filed against a court-appointed administrator (*bewindvoerder*).
6. Treasury shares and shares for which the Company holds the depositary receipts shall be disregarded for profit distribution purposes, unless such shares or depositary receipts for shares are subject to a usufruct or pledge or unless depositary receipts have been issued for such shares as a result of which the usufructuary, the pledgee or the holder of such depositary receipts for shares has the right to receive dividends in respect of those shares.
7. In calculating the amount to be distributed in respect of each share, only the compulsorily paid-up part of the par value of the shares shall be taken into account. The provision in the preceding sentence may be derogated from

with the consent of all the shareholders.

8. The Company may also make interim distributions. In that case, the provisions of this Article shall apply by analogy.

Dividend

Article 21

Dividends shall be made available for payment to the shareholders one month after they are declared, unless the General Meeting sets a different period.

Any dividends unclaimed after a period of five years from having been made available for payment shall be forfeited and shall revert to the Company.

General Meeting

Article 22

1. General Meetings shall be held in the Netherlands, in the municipality where the Company's corporate seat is located, as well as in Haarlemmermeer or in Amsterdam.

A General Meeting may also be held elsewhere, on condition that all the holders of meeting rights have approved the venue for the meeting in writing or by electronic means, and the Directors have been given an opportunity to make recommendations before any resolutions are passed.

2. If the financial statements for the past financial year have not been adopted in accordance with Paragraph 3 of Article 19, at least one General Meeting shall be held each year or at least one resolution shall be passed as referred to in Article 26.

Resolutions shall be passed, either at a meeting or in writing (without holding a meeting), in respect of:

- a. the financial statements;
- b. the annual report, except if the Company is not required by law to prepare an annual report;
- c. the motion to discharge the Directors and Supervisory Directors from liability for the policies pursued by them in the financial year in question to the extent that such policies are evident from or disclosed in the financial statements or to the extent that such policies have been disclosed to the General Meeting;
- d. items placed on the agenda by the Board of Directors or Supervisory Directors;
- e. items of business that have been requested in writing by one or more holders of meeting rights, individually or jointly representing at least one per cent of the issued capital, provided that the Company receives such request on or before the thirtieth day before the day of the meeting and provided that this is not incompatible with the substantial interests of the Company; such items shall be included in the notice of meeting or be announced in the same manner as the items referred to above in clause d.;
- f. any other business, with the proviso that no valid resolution may be

passed with respect to any item not stated in the notice of meeting or in a supplementary notice of meeting with due regard for the prescribed notice period, unless all holders of meeting rights have agreed to the passing of resolutions on such items and the Directors have been given an opportunity to make recommendations before any resolutions are passed.

3. If an extension resolution as referred to in Paragraph 2 of Article 18 is passed, the meeting at which the financial statements and the annual report are to be considered shall be postponed in accordance with that resolution.

Notice of the General Meeting and attendance

Article 23

1. General Meetings shall be held whenever they are convened by the Board of Directors or the Board of Supervisory Directors. The Board of Directors is obliged to convene a General Meeting if one or more holders of meeting rights, individually or jointly representing at least one per cent of the issued capital, submit a written request to that effect to the Board of Directors specifying the business to be considered. The Board of Directors shall make the necessary arrangements to ensure that the General Meeting can be held within four weeks of the request, unless this would be incompatible with the substantial interests of the Company. If the Board of Directors fails to convene a meeting within four weeks such that the meeting can be held within six weeks of the request, the parties requesting the meeting shall have the right to convene a General Meeting themselves.
2. Notice of a General Meeting shall be given by sending written notices of meeting to the addresses of the holders of meeting rights as recorded in the share register.
3. Notices of meeting may be sent by electronic communication, in the form of a message that is capable of being read and reproduced, to holders of meeting rights who agree thereto; such notices shall be sent to the addresses notified by them to the Company for that purpose.
4. The notice of meeting shall include the agenda for the meeting. Electronic means of communication may be used to participate in and vote at General Meetings if so stated in the notice of meeting.
5. Resolutions on any items not included in the notice of meeting with due regard for the prescribed notice period shall be valid only if all the holders of meeting rights have agreed that resolutions may be passed on such items and the Directors have been given an opportunity to make recommendations before any resolutions are passed.
6. Notice of a General Meeting shall be given no later than on the eighth day before the day of the meeting. If the notice period has not been observed or if no notice has been given of a meeting, valid resolutions may be passed only if all the holders of meeting rights have agreed to the passing of resolutions on such items and the Directors have been given an opportunity

to make recommendations before any resolutions are passed.

7. Each holder of meeting rights may attend and address the General Meeting, either in person or through a proxy duly appointed in writing. Appointment of a proxy by electronic means shall be equivalent to an appointment in writing. In determining to what extent shareholders are present or represented, shares in respect of which no vote may be cast by virtue of the law or these Articles of Association shall be disregarded.
8. Directors and Supervisory Directors shall be entitled to attend the General Meetings and shall, as such, act in an advisory capacity.

Chair of the General Meeting

Article 24

1. The chairman of the Supervisory Board shall act as chair of the General Meeting or, if there is no chairman present, the oldest Supervisory Director present shall act as chair of the General Meeting. If there are no Supervisory Directors present, the oldest Director present shall act as chair of the General Meeting.
In the absence of any Director the General Meeting shall choose a chair. Minutes shall be taken at the meeting by a minuter appointed by the chair.
2. Both the chair and the person who has convened the meeting may determine that the proceedings at the General Meeting are to be recorded in a report prepared by a civil law notary. Such report shall be co-signed by the chair. The associated costs shall be borne by the Company.
3. If no notarial report is drawn up, the minutes of the proceedings at the General Meeting shall be confirmed and signed as a true and accurate record by the chair and the minuter of the meeting.
4. The Board of Directors shall keep a record of the resolutions passed. If the Board of Directors is not represented at the meeting, a record of the resolutions passed shall be submitted to the Board of Directors by or on behalf of the chair of the meeting as soon as possible after the meeting. Such records shall be available at the office of the Company for inspection by the shareholders and depositary receipt holders. A copy of or an extract from those records shall be furnished to each of them upon request, at a price not exceeding cost.

Decision-making

Article 25

1. Each share carries one vote.
2. All resolutions of the General Meeting shall be passed by an absolute majority of the votes cast, unless the law or these Articles of Association prescribe a larger majority.
3. All voting on matters not concerning persons shall be by voice vote; all voting on matters concerning persons shall be by secret ballot. If a vote is taken on a matter concerning persons and no absolute majority is achieved in the first vote, a revote shall be taken between the two persons who received the

- largest number of votes.
4. If the votes are equally divided, the motion is defeated.
 5. Blank votes shall be treated as abstentions.
 6. No vote may be cast at the General Meeting in respect of a share held by the Company or by a subsidiary of the Company or in respect of a share for which one of them holds the depositary receipts. However, usufructuaries and pledgees of shares belonging to the Company and its subsidiaries shall not be debarred from voting if the usufruct or the pledge was created before the share belonged to the Company or a subsidiary of the Company. The Company or a subsidiary of the Company may not vote any shares over which they have a usufruct or a pledge.
In determining to what extent the share capital is represented at a meeting, shares in respect of which no vote may be cast pursuant to the foregoing shall be disregarded.
 7. If so stated in the notice of meeting, each shareholder may participate in, address and vote at the General Meeting, either in person or through a proxy duly appointed in writing, by using an electronic means of communication, with the proviso that the electronic means of communication allows the identity of the shareholder to be established and enables him to follow the proceedings at the meeting in real time and to participate in the deliberations.
 8. The General Meeting may adopt regulations laying down conditions for the use of such electronic means of communication. If the General Meeting exercises this right, the conditions in question shall be specified in the notice of meeting.
 9. Paragraphs 7 and 8 shall apply by analogy to depositary receipt holders with meeting rights.
 10. Votes cast by electronic means of communication prior to the General Meeting, but no earlier than on the thirtieth day before the day of the meeting, shall be equivalent to votes cast during the meeting.

Written resolution procedure

Article 26

Shareholders may pass resolutions without holding a meeting (written resolution procedure) on condition that all the holders of meeting rights agree to this resolution procedure in writing or by electronic means. The votes shall be cast in writing. The written form requirement shall also be met if the resolution is recorded in written or electronic form, specifying the manner in which each of the shareholders has voted. The Directors shall be given an opportunity to make recommendations before any resolutions are passed.

Special resolutions

Article 27

1. Resolutions to amend these Articles of Association, to approve the filing for bankruptcy of the Company, to effect a legal merger, split-up or split-off or to dissolve the Company shall be passed with an absolute majority of the votes

cast.

A resolution to amend a statutory social purpose clause of the Company requires the prior approval of the meeting of holders of priority shares.

2. A resolution to amend the Articles of Association which specifically prejudices any right of the holders of shares of a particular class or designation shall require the prior approval, by resolution, of such group of shareholders, without prejudice to any statutory consent requirement.

Notices and notifications

Article 28

1. Notices and other notifications from or to the Company or the Board of Directors or Supervisory Directors shall be given or made by letter or by electronic means. Notices to shareholders and other holders of meeting rights shall be sent to the (electronic) addresses recorded in the register.
2. Notifications that must be made to the General Meeting by law or by virtue of the Articles of Association may be made by including them in the notice of meeting.

Dissolution

Article 29

1. If the Company is dissolved, its affairs shall be wound up and its assets shall be liquidated by the Directors under the supervision of the Board of Supervisory Directors, except as otherwise decided by the General Meeting.
2. During the winding-up and liquidation period, the provisions of these Articles of Association shall remain in force as far as possible. The provisions of these Articles of Association relating to Directors shall then apply by analogy to the liquidators.
3. Any balance of the dissolved Company's assets remaining after the creditors have been paid shall be distributed to the shareholders pro rata to the shareholding of each of them.
4. After its dissolution, the Company shall continue to exist in so far as this is necessary for the liquidation of its assets.

Final provision

Article 30

All rights, powers and privileges not conferred on others shall be vested in the General Meeting, within the limits defined by law and these Articles of Association.

(signed)



True, but unofficial English translation of the articles of association, as per **July 13, 2018**, of the private company with limited liability **The Social Medwork B.V.**, with corporate seat at The Hague.