

**Agreement for Purchase and Transfer of Depositary Receipts for Shares
Administratiekantoor Friends of Groasis One”
Public Sale**

Considering that:

- The foundation named Administratiekantoor Friends of Groasis One (hereinafter also referred to as: ‘STAK Friends of Groasis One’) offers depositary receipts for B-shares in Groasis B.V. to natural persons who have reached the age of 18 and/or to legal persons (the ‘Groasis Digital Securities’ or ‘GDS’);
- These depositary receipts for shares represent an indirect beneficial ownership in Groasis B.V.;
- Dividend rights are attached to these depositary receipts for shares (GDS);
- No voting rights and no meeting rights are attached to these depositary receipts for shares (GDS);
- STAK Friends of Groasis One offers these depositary receipts (GDS) via an online platform; the ‘Groasis Investor Platform’;
- You (the Purchaser, being a natural or legal person) wish to partake in this offering by purchasing depositary receipts for shares in the STAK Friends of Groasis One (GDS) through the Groasis Investor Platform, by which a title of beneficial ownership in Groasis B.V. will accrue to you;

You (the Purchaser) hereby state:

- To invest in the GDS on the basis of the information provided by or on behalf of STAK Friends of Groasis One, consisting amongst others of the Information Document placed on the website, the Investors’ Information, the foundation’s articles of formation, the applicable trust conditions of the foundation and the general terms and conditions for the use of the Groasis Investor Platform (General Terms and Conditions), jointly referred to as the ‘Investment Documents’;
- To have taken note of the full content of the Investment Documents, which stipulate your rights as holder of depositary receipts for shares, which Investment Documents form an integral part of this Agreement for Purchase and Transfer of Depositary Receipts for Shares (hereinafter: Purchase Agreement);
- To agree with the provisions and conditions set out in the Investment Documents, and to also accept the obligations and/or third-party clauses included therein and to subject thereto irrevocably and unconditionally;
- In particular to agree that your rights as holder of depositary receipts for shares of the GDS will exclusively be exercised in the manner as stipulated in the applicable articles of formation and/or trust conditions of STAK Friends of Groasis One;
- To partake with an amount as indicated by you on the Groasis Investor Platform (the Purchase Price);
- To agree to the fact that there will be extra costs to be calculated on the Purchase Price in order to facilitate the transaction procedure (the Transaction Costs);
- To agree to the purchase and allocation procedure as stipulated in the applicable articles and/or trust conditions of STAK Friends of Groasis One and the General Terms and Conditions;
- After the creation of your safe (Ethereum address), to transfer the Purchase Price and also the Transaction Costs via the Groasis Investor Platform to STAK Friends of Groasis One, using the online payment methods offered by the Groasis Investor Platform;
- To agree with the fact that there is a so-called ‘lock up period’ consisting of maximally 12 months, during which it will not be possible for you to sell or transfer the GDS to another natural or legal person. STAK Friends of Groasis One can decide unilaterally that this lock up

period will be extended or shortened. STAK Friends of Groasis One will timely inform its holders of depositary receipts of such decisions.

Whereas the Foundation named Administratiekantoor Friends of Groasis One states:

- After receipt of your payment (the Purchase Price inclusive of Transaction Costs) and its final acceptance, to furnish you with the GDS and send them to the safe (Ethereum address) created by you via the Groasis Investor Platform.

Furthermore, you (the Purchaser) hereby states to be aware of and to agree to the following:

- That STAK Friends of Groasis One, if it deems such necessary, if appropriate, may carry out investigations into your background within the framework of its duty of care and/or within the framework of the 'Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)' (Money Laundering and Terrorist (Prevention) Act');
- That registrations without stating reasons can be rejected in whole or in part, whereby any payments already made in money will be transferred back (exclusive of Transaction Costs) to the bank account number from which the original payment was made, in which event no interest will be paid on the reversed amount;
- That the registration can be rejected if, for whatever reason, your payment of the amount indicated for allocation by STAK Friends of Groasis has not been effected;
- That STAK Friends of Groasis One is entitled, in the event of a rejection or refusal as described above, to also cancel any (unlikely) allocation of depositary receipts for shares;
- That the offer of the GDS is made without supervision of the 'Autoriteit Financiële Markten (AFM)' (Netherlands Authority for the Financial Markets) and that you understand and accept the risks connected to investments, which are listed (but not limited to those set out) in the Investment Document;
- That, in the event of contradictions between this Purchase Agreement and the applicable articles and/or trust conditions of STAK Friends of Groasis One, the applicable articles and/or trust conditions of STAK Friends of Groasis One will prevail;
- That this Purchase Agreement is governed by Dutch Law and that all disputes between Parties furthering to or following from this Purchase Agreement, will firstly be adjudicated by means of court procedures at the competent District Court in Breda.

Concluding, you (the Purchaser) state:

To grant power of attorney to each of the employees of STAK Friends of Groasis One and/or Groasis B.V. to do all that will be necessary and useful in the interest of the holders of depositary receipts, subject to the conditions set out in the General Terms and Conditions, the applicable articles and/or trust conditions of STAK Friends of Groasis One and/or in this Purchase Agreement.

By clicking the button, you (the Purchaser) expressly agree with the conditions and with the contents of this Purchase Agreement as set out above.