Terms of Use DRMI

January 2022

This User Agreement contains the terms and conditions under which you as an individual if you are acting in the capacity of a natural person, and/or you as a representative of your company if you are acting on behalf of your company, and others who are authorised to act on behalf of your company ("Authorised User(s)") may access and make use of this secured part of the DRMI Portal accessible through: www.drmi.nl and all underlying pages (the "DRMI Portal") including all products, services, documentation, information, materials, tools, and other content made available through the DRMI Portal (the "Content"), as a registered user. Any reference to "Authorised User" will also include a reference to your company. Please read these terms of use carefully before you start to use the DRMI Portal. By clicking on I agree and by using the DRMI Portal you declare to be an authorised representative of your company who is authorised to bind your company and its employees, or, as the case may be, to bind yourself as an individual, to the terms and conditions contained in this User Agreement and you accept the terms and conditions, and as the case may be on behalf of your company, including any restrictions that may be contained in any document made available for downloading on the DRMI Portal. You also declare that you as an Authorised User are either (1) a qualified institutional buyer (within the meaning of Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act")) or (2) a non-U.S. person (within the meaning of Regulation S under the Securities Act) outside of the United States. If at any time your status as mentioned under (1) or (2) of the previous sentence changes, you will notify DRMI B.V. of such change forthwith and you will refrain from using the DRMI Portal. If you do not agree to these terms of this User Agreement, DRMI B.V. cannot grant you the right to access the DRMI Portal.

DRMI B.V. reserves the right to change, add or remove parts of these terms of the User Agreement from time to time at its sole discretion. The continued use of the DRMI Portal after amendments have been published on the DRMI Portal constitutes acceptance by Authorised Users of such amendments.

1. Information about us

The DRMI Portal is owned by DRMI B.V., a Private Limited Company registered in the Netherlands. The registered office of DRMI B.V. is Westersingel 91 3015 LC Rotterdam, the Netherlands and is registered in the Trade Register of the Amsterdam Chamber of Commerce (Kamer van Koophandel) under number 85067393. The DRMI Portal is operated by DRMI B.V.



2. Access to and use of the DRMI Portal

- 2.1. Access to the DRMI Portal is permitted on a temporary basis and DRMI B.V. reserves the right to withdraw or amend the services and/or Content provided on or through the DRMI Portal without notice. From time to time, DRMI B.V. may restrict or suspend access to (parts of) the DRMI Portal and Content to Authorised Users or close it indefinitely if the need arises. If any Authorised User breaches the terms of this User Agreement, DRMI B.V. reserves the right to suspend or terminate the Authorised User's access to the DRMI Portal, or any element of the DRMI Portal.
- 2.2. Authorised Users are responsible for making all arrangements necessary for their access to the DRMI Portal. Authorised Users and your company are also responsible for ensuring that all Authorised Users who access the DRMI Portal are aware of these terms and conditions and that they comply with them.
- 2.3. The DRMI Portal may only be used by Authorised Users and then only for lawful purposes. Under no circumstances may the DRMI Portal be used (i) in any way that breaches any applicable local, national or international law or regulation; (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (iii) to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 2.4. Authorised Users shall also not access without authority, interfere with, damage or disrupt: (i) (any part of) the DRMI Portal; (ii) any equipment or network on which the DRMI Portal is stored; (iii) any software used in the provision of the DRMI Portal; or (iv) any equipment or network or software owned or used by any third party.

3. Login details and theft thereof

- 3.1. Once you, in the capacity of Authorised User, have accepted this User Agreement, you will be provided with a username and password by DRMI B.V. ("Login Details") to use the DRMI Portal as an Authorised User. The Login Details are strictly personal and confidential and Authorised Users will not permit anyone to use such Login Details and will ensure that the Login Details will remain confidential and will protect the Login Details from any unauthorised use. Authorised Users agree to be solely responsible for the confidentiality and any use of the Login Details.
- 3.2. Authorised Users will be responsible for the related access management of the Login Details. If Authorised Users should at any time no longer be granted access due to a change of position, change of employment or otherwise, Authorised Users shall inform DRMI B.V. of the same as soon as possible to allow DRMI B.V. to disable the relevant Login Details and/or account.
- 3.3. Authorised Users will immediately report any unauthorised use, loss or theft of the Login Details to DRMI B.V. DRMI B.V. will as soon as possible after receipt of such notification disable the relevant account and Login Details and provide new Login Details to the Authorised User. DRMI B.V. reserves the right to disable any account and/or Login Details if it suspects unauthorised use of the Login Details. Authorised Users shall indemnify DRMI B.V. for all costs and damages resulting from any claims from any third parties based on the use of the Login Details by anyone else than Authorised Users. DRMI B.V. is not liable for any damages incurred by Authorised Users as a result of unauthorised use of the Login Details by any third party.



4. Disclaimers regarding the DRMI Portal and the content

- 4.1. The DRMI Portal and the Content are provided on an "as-is/as available" basis for general informational purposes only. The Content may contain third party content, which content has not been reviewed by DRMI B.V. in any way and is provided and/or maintained by third parties over which DRMI B.V. exercises no control. Therefore, no rights can be derived from the (information and the Content on the) DRMI Portal. The Content on the DRMI Portal may be out of date at any given time, and DRMI B.V. is under no obligation to update such material. Any information contained on the DRMI Portal or in the Content or provided through the DRMI Portal should not be construed as financial, legal or investment advice, nor does it constitute any investment recommendation in respect of any financial instrument or underlying values, and it must not be relied on in connection with any investment. Use of the DRMI Portal and the Content is completely for the own risk of Authorised Users.
- 4.2. The DRMI Portal and the Content (including any documentation) available to be accessed or for downloading do not constitute and may not be used for the purposes of:
 - a. an offer of securities or a solicitation to make such an offer to the public in the European Economic Area in the meaning of any laws or rules implementing the EU Prospectus Directive (2003/71/EC); or
 - b. an offer of securities or a solicitation to make such an offer in the United States or any other country or jurisdiction in which such an offer or solicitation is prohibited, or in respect of any person in relation to whom the making of such an offer or solicitation is prohibited by law.
- 4.3. The information on the DRMI Portal and the Content is, unless expressly stated otherwise, not intended for residents of the United States or any "U.S. person" as defined in Regulation S of the Securities Act.
- 4.4. Save to the extent required by any mandatory applicable law, none of the DRMI Portal or the Content are subject to any warranty or condition, express or implied, including, without limitation, any warranty of merchantability, satisfactory quality, fitness for a particular purpose or use, and non-infringement. DRMI B.V. does not, guarantee the accuracy, completeness or availability of any Content. In addition, DRMI B.V. does not guarantee that the operation of the DRMI Portal will be error-free or uninterrupted.

5. Third party links and third party content

On the DRMI Portal, DRMI B.V. may post third party content or provide links, in its sole discretion, to other websites for your convenience in locating related information and services. Such third party content and websites have not in any way been reviewed by DRMI B.V. and are maintained by third parties over which DRMI B.V. exercises no control. Accordingly, DRMI B.V. expressly disclaims any responsibility for the content, the accuracy of the information, the quality of products or services provided by third parties or advertised on and/or software downloaded from these third-party websites. Moreover, this third party content and these links do not imply an endorsement of any third party or any website or the products or services provided by any third party. Authorised Users accept total responsibility for their use of the DRMI Portal and any third party content Authorised Users is to stop using the DRMI Portal and/or the Content.



6. Intellectual property rights

- 6.1. All intellectual property rights, including without limitation, copyrights, trademark rights and database rights in or related to the Content (including without limitation in information, documentation, text, images, logos, photographs and illustrations) and the DRMI Portal (including the lay-out and design of the DRMI Portal) are the property of DRMI B.V. and/or its licensors. All such rights are reserved and subject to clause 6.2 below Authorised Users may not copy, duplicate, re-sell or otherwise reproduce (any part of) the DRMI Portal or the Content without the prior written approval of DRMI B.V. and/or its licensors.
- 6.2. The foregoing does not affect the right for Authorised Users to print off, download and modify (extracts of) documents made available through the DRMI Portal for personal and commercial use in accordance with the purpose for which they are made available and to draw the attention of others within your company to material posted on the DRMI Portal. Authorised Users are hereby granted a limited non-exclusive, revocable license to do the foregoing.
- 6.3. Authorised Users may not link to the home page of the DRMI Portal from a website owned by their company without prior written permission from DRMI B.V. Such linking must be done in a manner that is fair and legal and does not damage the reputation of DRMI B.V. or take advantage of it, and Authorised Users must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of DRMI B.V. where none exists. The DRMI Portal must not be framed on any other website, nor may Authorised Users, after having obtained prior written permission, create a link to any part of the DRMI Portal other than the home page. DRMI B.V. reserves the right to withdraw linking permission without notice. The website from which Authorised Users are linking must comply in all respects with the content standards set out above.
- 6.4. If Authorised Users wish to make any use of material on the DRMI Portal and/or in the Content other than that set out above, please address such request to <u>info@drmi.nl</u>.

7. Exclusion of liability

The use of the DRMI Portal and the Content is for the own risk of Authorised Users. DRMI B.V., its affiliates, any third-party providers, their directors, officers, shareholders, employees or agents hereby exclude all liability in relation to the (use of the) DRMI Portal and the (third party) Content to the fullest extent permitted by law including without limitation in relation to any inaccuracy, incompleteness, incorrectness, untimeliness or non-availability of the DRMI Portal and/or the Content or any third party content. DRMI B.V., its affiliates, any third-party providers, their directors, officers, shareholders, employees or agents shall not be liable for any type of damages including any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including without limitation, loss of profits, data, opportunity, savings or interest) or any penalties imposed in connection with and/or as a consequence of (any use of) the DRMI Portal and the Content, even if advised of the possibility of such damages.

8. Privacy policy

DRMI B.V. processes information about Authorised Users and your company in accordance with the DRMI B.V. Privacy Statement on the website of DRMI B.V. By using the DRMI Portal and/or the Content, Authorised Users consent to such processing and warrant that all data provided by Authorised Users is accurate.



9. Jurisdiction and applicable law

All matters relating to the access and use by Authorised Users of the DRMI Portal and Content shall be governed by the laws of the Netherlands. All disputes arising in connection with such access and use shall be submitted to the competent court in Amsterdam.

10. Assignment

The rights and obligations of Authorised Users under this User Agreement may not be assigned to any other party other than permitted by this User Agreement.

11. Waiver

DRMI B.V. will not, be deemed to have waived any breach by an Authorised User of this User Agreement, except by a written waiver expressly so stating, and such waiver will not be construed as a waiver of subsequent or continued breaches. Article 6:89 of the Dutch Civil Code is excluded.

12. Severability

If any provision of this User Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will be limited to the maximum extent permissible, and the other provisions of this User Agreement will remain in full force and effect.

13. Entire agreement

This User Agreement constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties relating to the subject matter hereof.

14. Your concerns and removal of information

Should Authorised Users, despite all care and attention being paid to the DRMI Portal and/or the Content, encounter any material on the DRMI Portal and/or the Content of which Authorised Users are of the opinion that this infringes their rights or which they consider to be otherwise unlawful, such Authorised User(s) can file a written substantiated request to info@drmi.nl in order to have this information removed from the DRMI Portal and/or the Content. If Authorised Users have any other concerns about material which appears on the DRMI Portal and/or in the Content, please contact info@drmi.nl.