



General terms of use Investor Portal Ampyx Power

Article 1. Definitions

1. Ampyx Power: the private company with limited liability Ampyx Power BV, registered office in The Hague.
2. User: anyone who has access to the Investor Portal Ampyx Power.
3. Email Address: the address code of the User for exchanging electronic messages over the internet.
4. Login procedure: the procedure prescribed by Ampyx Power to the User to enable electronic data retrieval, use and modification.
5. Investor Portal: the system of data processing software which facilitates electronic data exchange between the User and Ampyx Power, in particular - but not limited to - software that can be accessed by the User through Ampyx Power's website and/or by a URL provided by Ampyx Power.
6. General Terms: these general terms of use for the Investor Portal.

Article 2. Applicability

1. The User agrees with the General Terms by using the Investor Portal.
2. If one or more provisions of these General Terms are deemed to be invalid, or otherwise cease to be valid, Ampyx Power has the right to replace these provision(s), and the remaining provisions shall remain in full force.

Article 3. Security and Storage

1. Ampyx Power shall take - taking into account the state of technology, the cost of implementation and the risks involved with the nature and processing of data - appropriate technical and organizational measures to protect data against misappropriation, destruction, accidental or unlawful loss, alteration, unauthorized disclosure and/or unauthorized access.
2. Storage (cache) of the following data of the User will take place:
- If applicable, company name, contact person, and the User's and / or the contact person's name and address, date and place of birth, gender, telephone number and e-mail addresses, as well as data regarding the investments made by the User;
3. To the extent necessary, Ampyx Power shall provide protection devices such as user name(s), passwords and potentially additional software to use the Investor Portal.
4. The user name and password are personal and not transferable. The User is, in respect of the user name and password, obliged to maintain strict confidentiality. If the User makes a note of the password, he will do so in such a way that it is not recognizable to unauthorized persons.
5. If the User knows or suspects that his user name and/or password is known to third parties, or are being used or will be used by third parties, the User must report this immediately to Ampyx Power.
6. A security tool ensures, among other things, that the user is in a secure environment. The User must constantly check whether he is in this secure environment.
7. The User obtains in no way the (intellectual and / or industrial) property of security tools and software provided. The User shall at first request of Ampyx Power, return security tools and software provided to Ampyx Power.

Article 4. User Obligations

1. Ampyx Power may rely on the accuracy and completeness of information supplied and/or (indirectly) made available by the User to Ampyx Power through the Investor Portal or otherwise.
2. The User must arrange for the safety and security of mobile devices, hardware, software, peripherals and connections necessary to make use of the Investor Portal.
3. The User guarantees that he will always fulfill all applicable conditions regarding safety and security of the Investor Portal, will not abuse or misuse user names or passwords in any manner which could disturb the



private and confidential use of the Investor Portal by other users, and will not jeopardize the data and information obtained in any way or use the data and information obtained for unauthorized purposes.

4. The User is forbidden to start processes or programs - whether or not via the Internet - of which the User knows or reasonably suspects that these processes or programs obstruct or damage the interests of Ampyx Power or other users of the Investor Portal.

5. The User is not allowed to act contrary to the law and these General Terms. Acts contrary to the law may include, but are not limited to:

- Spamming: the unsolicited sending of large amounts of e-mail with the same content;
- Hacking: gaining unauthorized access to computers or computer systems.

Article 5. Obligations Ampyx Power

1. Ampyx Power shall strive to ensure:

- the best and safest possible access to the Investor Portal;
- provision of relevant information requested by the User;
- timely processing of changes in stored data specified by the User.

2. Ampyx Power aims to facilitate the User with managing the investments of the User in Ampyx Power by providing use of the Investor Portal to the User. However, Ampyx Power shall not assume responsibility and cannot be held liable for untimely or incorrect data processing through use of the Investor Portal. The Administrative Foundation Informal Investors Ampyx Power shall be, and remain, the primary body responsible for administering investments of informal investors in Ampyx Power, and the Administrative Foundation Employees Ampyx Power shall be, and remain, the primary body responsible for administering equity instruments in Ampyx Power held by (former) employees of Ampyx Power.

Article 6. Rights

1. Ampyx Power grants the User a free, non-exclusive, non-transferable, personal and revocable right to use the Investor Portal for personal, non-commercial use. Any other use requires prior written consent of Ampyx Power.

2. The content of the Investor Portal, including but not limited to data, images, sounds, text and combinations thereof, as well as other software, are protected by copyright, trademark and database rights. These rights are vested in Ampyx Power or their respective owners. Without the prior written consent of Ampyx Power, the User is not allowed to copy or disclose any part of the Investor Portal, or exploit or use the Investor Portal in any way other than for its own personal management of investments and/or equity held in Ampyx Power by the User.

3. No rights may be assumed, derived or enforced by the User based on the contents of the Investor Portal. The Investor Portal is intended solely for the information and support of the User. The depository receipts of shares in the capital of Ampyx Power held by the User, as well as the loans granted by the User to Ampyx Power, are administered in the relevant registers of the Administrative Foundation Informal Investors Ampyx Power and/or the Administrative Foundation Employees Ampyx Power. In case of differences between these registers and the information displayed in the Investor Portal, the administered records in the relevant registers of the Administrative Foundation Informal Investors Ampyx Power and/or the Administrative Foundation Employees Ampyx Power shall at all times prevail.

Article 7. Management and Liability

1. Ampyx Power is entitled at any time and without further notice, to supplement, modify or discontinue the provision and operation of the Investor Portal, its content and its application, whether temporarily or otherwise, and in whole or in part.

2. Ampyx Power does not guarantee that the Investor Portal will function at all times and without interference. Ampyx Power is entitled at any time to take the Investor Portal offline fully or partially in connection with maintenance or modification work.



3. Despite the constant care and attention paid to the content, functionality and technical integrity of the Investor Portal, Ampyx Power does not guarantee the completeness, correctness or (ongoing) timeliness of data and/or images or error-free, uninterrupted and virus-free functioning of the Investor Portal.
4. Ampyx Power assumes no liability for direct or indirect damages - whatever the cause and for any reason whatsoever - arising from or in any way connected with the use, modification or discontinuation, (in)accessibility or errors of provided data and images, software, downloads or other (data)files obtained through the Investor Portal.
5. The above exclusions of liability of Ampyx Power apply equally to all auxiliary persons and third parties employed or contracted by Ampyx Power in connection with the Investor Portal.
6. Ampyx Power is entitled at all times to make changes to the login procedures and user names, without creating any right to compensation from Ampyx Power for Users. Ampyx Power will in such a case, as soon as practically possible, notify the User of changes relevant to the User.

Article 8. Data (processing)

1. User grants Ampyx Power and the Administrative Foundation Informal Investors Ampyx Power and the Administrative Foundation Employees Ampyx Power (as the case may be) permission to include their personal data in its registers to the extent required for its administrative and management tasks, which permission includes the electronic data exchange through the Investor Portal or otherwise between Ampyx Power and the User.
2. Ampyx Power is the owner of all the information provided to it and/or generated by the software of Ampyx Power (whether or not through supporting computer programs), and is entitled to use this information in accordance with its business objectives, subject to any statutory limitations. Ampyx Power shall, insofar as compliant with legal requirements, have the right to decide which data and/or information shall be made accessible for Users, whereby there shall not be a requirement to treat all Users equally. Ampyx Power is also entitled to decide which data are made accessible to Users, and may be altered by Users.
3. Processing of personal data by Ampyx Power takes place within the framework of an efficient and effective business. Ampyx Power uses the personal data of the User:
 - a. to ensure optimal functioning of the Investor Portal;
 - b. to tailor the Investor Portal to the personal preferences of the User;
 - c. to further develop and improve the Investor Portal;
 - d. to contact the User for research or business purposes;
 - e. for statistical purposes.
4. Ampyx Power shall be entitled to utilize and process the personal data of the User for a variety of statistical, business and research purposes (big data), provided that the User or the personal data of the User, shall not be individually identifiable as part of such utilization or processing.
5. Where it appears that personal data are factually inaccurate, incomplete, not relevant, or otherwise could not be processed in accordance with the Netherlands' Data Protection Act, the User is entitled to request Ampyx Power in writing, including by email, to improve, correct, complete, remove or block such data. Ampyx Power shall, within 4 weeks after receipt of such a request, inform the User in writing whether and how it satisfied the request. If Ampyx Power has not, or not fully, complied with the request, Ampyx Power shall provide a proper rationale for its decision to not or not fully comply with the request.
6. A request for correction of data must include a specification of the personal data that must be rectified. Ampyx Power shall ensure an appropriate manner of confirming the identity of the person making a request for correction of data.
7. Even if the processing of personal data is in the legitimate interest of Ampyx Power or the Administrative Foundation Informal Investors Ampyx Power, the User has the right to object to the processing of his personal data for particular personal circumstances or reasons. Within 4 weeks after such an objection by the User,



Ampyx Power shall assess whether the objection of the User is justified. Ampyx Power shall inform the User in writing, including by email, of its decision regarding such objection.

8. Pursuant to Article 46 and 47 of the Netherlands' Data Protection Act, in the event Ampyx Power refuses to comply with requests or objections by the User, the User may refer the matter to a court of law or the Dutch Board for Protection of Personal Data (College Bescherming Persoonsgegevens).

Article 9. Confidentiality

Ampyx Power and the User shall make every effort to ensure that (confidential) information of the other party will not be disclosed, transferred or brought to the attention of unauthorized other users or third parties, unless a disclosing party can demonstrate that the information it disclosed was already publicly known prior to its disclosure, other than by breach of this confidentiality undertaking.

Article 10. Applicable law

The General Terms are governed by Dutch law.

Privacy declaration

Ampyx Power will not sell, distribute or otherwise disclose personal data to any third party without explicit prior permission of the User, unless Ampyx Power is obliged to do so under law or court order. Ampyx Power shall record user data regarding the Investor Portal such as IP addresses, domains, source addresses from which pages are called up, dates and times of access, and other parameters in the URL. These log files and data shall be used for statistical purposes and anonymously. In order to increase the functionality of the Investor Portal, Ampyx Power may use so-called "cookies". The User can set his browser such that cookies are deactivated. This may affect the performance of the Investor Portal.