

**PLUXEE N.V.**  
**LOYALTY VOTING PLAN**

This Loyalty Voting Plan applies to the issuance, allocation, acquisition, sale, holding, repurchase and transfer of Special Voting Shares and certain aspects of the transfer and registration of the Ordinary Shares in the Loyalty Share Register.

**1 DEFINITIONS AND INTERPRETATION**

The definitions and other provisions in Schedule 1 (*Definitions and Interpretation*) apply to this Loyalty Voting Plan, unless otherwise indicated.

**2 PURPOSE OF THE SPECIAL VOTING SHARES**

The purpose of the Special Voting Shares is to strengthen the stability of the Company and to foster the development and the continuous involvement of a stable base of long-term Shareholders. The Special Voting Shares are to reward Shareholders for their long-term ownership of Ordinary Shares and support of the Company's long-term strategic development.

**3 AGENT AND ADMINISTRATION**

3.1.1 The Company and the SVS Foundation will effect the issuance, allocation, acquisition, holding, repurchase, sale and transfer of the Special Voting Shares and the transfer and registration of the Ordinary Shares, in accordance with the Articles of Association and this Loyalty Voting Plan.

3.1.2 The Company and the SVS Foundation hereby delegate their powers and duties under this Loyalty Voting Plan to the Agent and hereby authorize the Agent as their proxy to exercise those duties and powers on their behalf. The Agent shall, and the Company and the SVS Foundation shall cause the Agent to, on behalf of the Company and the SVS Foundation, manage, organise, and administer the Loyalty Share Register and process the issuance, allocation, acquisition, holding, repurchase, sale and transfer of the Special Voting Shares and the transfer and registration of the Ordinary Shares, in accordance with this Loyalty Voting Plan. The Agent may represent the Company and the SVS Foundation in connection therewith, and may effectuate or sign on behalf of the Company and the SVS Foundation all relevant documentation in respect of the Loyalty Share Register, the Special Voting Shares and the Ordinary Shares, including – without limitation – deeds, confirmations, acknowledgements and transfer forms and entries in the Loyalty Share Register.

3.1.3 In accordance with the Election Form, the Agent shall, and the Company and the SVS Foundation shall cause the Agent to, accept instructions from the Shareholders to act on their behalf in connection with the issuance, allocation, acquisition, holding, repurchase, sale and transfer of Special Voting Shares and the transfer and registration of the Ordinary Shares in accordance with the Articles of Association and this Loyalty Voting Plan.

3.1.4 The Board shall ensure that up-to-date details of the Agent will be published on the Website.

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- 3.1.5 All costs of administration in connection with this Loyalty Voting Plan shall be for the account of the Company.

**4 APPLICATION FOR SPECIAL VOTING SHARES – LOYALTY SHARE REGISTER**

- 4.1.1 A Shareholder who wants to elect for Special Voting Shares must hold the relevant Ordinary Shares in the Company's shareholders register or in pure administrative form (*nominatif pur*) in the Regular Trading System. If such Shareholder holds one or more Ordinary Shares in bearer form (*au porteur*) or in administrative form (*nominative administré*) in the Regular Trading System, such Shareholder must first request its depositary intermediary to transfer such Ordinary Shares to the Company's shareholders register or to the relevant account for such Ordinary Shares to be held in pure administrative form (*nominatif pur*) in the Regular Trading System.

- 4.1.2 Subject to Clause 4.1.1, a Shareholder may at any time opt to become eligible for Special Voting Shares by making a request to the Agent, acting on behalf of the Company, in writing to register all or some of such Shareholder's Ordinary Shares in the Loyalty Share Register (the "**Request**"). A Request shall be fulfilled, provided that:

- (a) the Request is accompanied by:
  - (i) a duly completed Election Form; and
  - (ii) such other information and documentation as, from time to time, may be reasonably required by the Company, as announced on the Website and/or in the Election Form; and
- (b) the holder of Ordinary Shares complies with any other requirement announced on the Website and/or in the Election Form from time to time for being eligible to participate in the Loyalty Voting Plan, including – without limitation – in connection with the verification of the identity of the relevant Shareholder, the evidence with respect to such Shareholder's ownership to the number of Ordinary Shares included in the Request and the authenticity of the Request or the submission thereof.

- 4.1.3 Those holding Ordinary Shares in a professional capacity as clearing or settlement institution, depository, transfer or escrow agent, or custodian (or as a similar institution) cannot participate in the Loyalty Voting Plan. In case of debate as to whether a Shareholder is excluded from participating in the Loyalty Voting Plan pursuant to the previous sentence, the Board shall decide.

- 4.1.4 The Company and the Agent may establish an electronic registration system in order to allow for the submission of Requests by email or other electronic means of communication. The Company will publish the procedure and details of any such electronic facility, including registration instructions, on its Website.

- 4.1.5 Upon receipt of a Request and the accompanying information and documentation as referred to in Clause 4.1.2 (the "**Application Documents**"), the Agent, on behalf of the Company, will examine the same and will use its reasonable efforts to inform the relevant Shareholder in writing, as soon as reasonably possible and in any event within ten (10)

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Trading Days after receipt of the Request, whether the Request is accepted or rejected. If the Request is rejected, the Agent shall explain the reasons for such rejection. The Agent may reject a Request for reasons of incompleteness or incorrectness of the Application Documents or in case of serious doubt with respect to the validity or authenticity of the Application Documents. If the Agent requires further information from the relevant Shareholder in order to process the Request, such Shareholder shall provide all necessary information and assistance required by the Agent in connection therewith.

- 4.1.6 Upon acceptance of the Request, the number of Ordinary Shares included in the Request will be transferred out of the Regular Trading System and will be registered in the Company's shareholders register and the Loyalty Share Register in the name of the Shareholder who made the Request.
- 4.1.7 The transfer of Ordinary Shares out of the Regular Trading System and the registration of Ordinary Shares in the Company's shareholders register and the Loyalty Share Register will not affect the nature of the Ordinary Shares, nor any of the rights attached thereto or any registration with any securities authorities. All Ordinary Shares shall be identical in all respects.

**5 SVS FOUNDATION**

- 5.1.1 The SVS Foundation has the right to subscribe for a number of Special Voting Shares included in the Company's authorised share capital from time to time.
- 5.1.2 The SVS Foundation shall not exercise its option right or hold Special Voting Shares other than to facilitate the arrangements relating to the Special Voting Shares as set forth in the Articles of Association and this Loyalty Voting Plan.

**6 ALLOCATION OF SPECIAL VOTING SHARES**

- 6.1.1 As of the date on which an Ordinary Share has been registered, or is deemed to have been registered in accordance with Clause 6.1.2, in the Loyalty Share Register (an "**Electing Ordinary Share**") and a Shareholder holding Electing Ordinary Shares, an "**Electing Shareholder**") in the name of one and the same Electing Shareholder or such Electing Shareholder's Loyalty Transferee for an uninterrupted period of four (4) years (the "**SVS Qualification Date**"), such Electing Ordinary Share will automatically become a qualifying Ordinary Share (a "**Qualifying Ordinary Share**") and the holder thereof (a "**Qualifying Shareholder**") will automatically be entitled to receive one (1) Special Voting Share in respect of each such Qualifying Ordinary Share. Any transfer of an Electing Ordinary Share between an Electing Shareholder and such Electing Shareholder's Loyalty Transferee shall not be deemed to interrupt the four (4) year period referred to in this Clause 6.1.1, provided that such Loyalty Transferee either (a) has already submitted an Election Form to the Agent which is still in full force and effect on the moment of the transfer of such Electing Ordinary Share or (b) such Loyalty Transferee has submitted an Election Form to the Agent within twenty (20) Trading Days following the later of (i) the moment of the transfer of such Electing Ordinary Share to such Loyalty Transferee and (ii) the moment of becoming aware, or when it should reasonably be deemed to have become aware, of the transfer of the Electing Ordinary Share to such Loyalty Transferee.

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- 6.1.2 A holder of fully paid-up Sodexo Shares in registered form (*nominatif administré* or *nominatif pur*) that are held by such holder in its own name on the Record Date (each such Sodexo Share a "**Sodexo Grandfathering Ordinary Share**", and each holder of such share a "**Sodexo Loyalty Shareholder**"), may request for each of the Ordinary Shares received as a distribution on his Sodexo Grandfathering Ordinary Shares pursuant to the Spin-Off, by submitting a completed Grandfathering Election Form (for the avoidance of doubt, together with an accompanying Election Form as provided for in Clause 6.1.1) in accordance with the instructions set forth therein no later than twenty (20) Trading Days following the Payment Date, that the first day of the period for which such Sodexo Grandfathering Ordinary Shares were uninterrupted held by such Sodexo Loyalty Shareholder in its own name, or by such Sodexo Loyalty Shareholder's predecessor if the Sodexo Loyalty Shareholder acquired the Sodexo Grandfathering Ordinary Shares in accordance with articles L.225-124 of the French commercial Code, is deemed to be the initial date of registration in the Loyalty Share Register of the corresponding Sodexo Loyalty Shareholder's Electing Ordinary Shares received as a distribution on its Sodexo Grandfathering Ordinary Shares (such procedure, the "**Grandfathering Procedure**"). For the avoidance of doubt, articles 4.1.3 through 4.1.7 shall apply *mutatis mutandis* in connection with the Grandfathering Procedure. In the event that a Sodexo Loyalty Shareholder does not wish to apply the Grandfathering Procedure to all of its Ordinary Shares received as a distribution on his Sodexo Grandfathering Ordinary Shares, and the number of the relevant Sodexo Loyalty Shareholder's Sodexo Grandfathering Ordinary Shares therefore exceeds the number of his qualifying Electing Ordinary Shares, then, for application of the Grandfathering Procedure, the Grandfathering Procedure will be applied in respect of the Sodexo Grandfathering Ordinary Shares that were held on the Record Date for the longest uninterrupted period.
- 6.1.3 For the avoidance of doubt, in case a Sodexo Loyalty Shareholder validly applies for the Grandfathering Procedure, (i) each Ordinary Share received as a distribution on a Sodexo Grandfathering Ordinary Share held on the Record Date for an uninterrupted period of at least four (4) years by such Sodexo Loyalty Shareholder in its own name, or by such Sodexo Loyalty Shareholder's predecessor if the Sodexo Loyalty Shareholder acquired the Sodexo Grandfathering Ordinary Share in accordance with articles L.225-124 of the French commercial Code, will, at the time of its registration in the Loyalty Share Register, automatically become a Qualifying Ordinary Share according to the Grandfathering Procedure and (ii) each Ordinary Share received as a distribution on a Sodexo Grandfathering Ordinary Share held on the Record Date for an uninterrupted period of less than four (4) years by such Sodexo Loyalty Shareholder in its own name, or by such Sodexo Loyalty Shareholder's predecessor if the Sodexo Loyalty Shareholder acquired the Sodexo Grandfathering Ordinary Share in accordance with articles L.225-124 of the French commercial Code, will, at the time of its registration in the Loyalty Share Register, automatically become an Electing Ordinary Share until the date on which it is deemed to have been held for an uninterrupted period of four (4) years on which it will automatically become a Qualifying Ordinary Share according to the Grandfathering Procedure

*For illustration purposes only, and assuming full compliance with this Clause 6.1.2 and the other provisions of this Loyalty Voting Plan, a holder of (i) ten (10) fully paid-up Sodexo Shares in registered form, held in its own name for an uninterrupted period of five (5) years on the Record Date, and (ii) twenty (20) fully paid-up Sodexo Shares in registered form, held in its own name for an uninterrupted period of three (3) years on the Record Date, may*

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request through submitting a completed Election Form and Grandfathering Election Form:

- (a) that the date of registration in the Loyalty Share Register of ten (10) of such holder's Electing Ordinary Shares is considered five (5) years prior to the Record Date; and
- (b) that the date of registration in the Loyalty Share Register of twenty (20) of such holders' Electing Ordinary Shares is considered three (3) years prior to the Record Date.

This would have the consequence that:

- (i) the ten (10) Electing Ordinary Shares referred to under (a) would immediately become Qualifying Ordinary Shares upon their registration in the Loyalty Share Register; and
- (ii) the twenty (20) Ordinary Shares referred to under (b) would become Qualifying Ordinary Shares after one (1) year uninterrupted registration in the Loyalty Share Register in accordance with the relevant terms of this Loyalty Voting Plan.

6.1.4 On the SVS Qualification Date, or as soon as reasonably practicable thereafter, the Agent shall, on behalf of the Company, the SVS Foundation and the relevant Qualifying Shareholder, execute one or more Deeds of Allocation pursuant to which a number of Special Voting Shares will be allocated to the Qualifying Shareholder corresponding to the number of newly Qualifying Ordinary Shares. The Agent may, in its discretion, decide to transfer the relevant number of Special Voting Shares in one or more tranches.

6.1.5 Any allocation of Special Voting Shares to a Qualifying Shareholder will be carried out for no consideration (*om niet*) and will be subject to this Loyalty Voting Plan. The nominal value of the newly issued Special Voting Shares will be paid-up from and solely charged against the Special Capital Reserve.

6.1.6 The Agent, acting on behalf of the Company, or the Company shall register the allocated Special Voting Shares in the name of the relevant Qualifying Shareholder in the Company's shareholders register, in accordance with the Articles of Association.

## **7 CANCELLATION OF ALL SPECIAL VOTING SHARES**

7.1.1 Subject to Clause 7.1.2, all Special Voting Shares may be cancelled by the Company at any time.

7.1.2 Cancellation of all Special Voting Shares requires a resolution of the General Meeting, adopted with a majority of at least two thirds of the votes cast if less than half of the issued share capital is represented at the General Meeting, and always requires the prior or simultaneous approval of the meeting of holders of Special Voting Shares, as further set out in the Articles of Association.

7.1.3 Cancellation of all Special Voting Shares shall take place without repayment of the nominal value of the Special Voting Shares. The nominal value of the cancelled Special Voting Shares will be added to the Special Capital Reserve.

## **8 DE-REGISTRATION OF ORDINARY SHARES**

- 8.1.1 Each holder of Ordinary Shares which are registered in the Loyalty Share Register may at any time request the Agent, acting on behalf of the Company, in writing to de-register all or part of those Ordinary Shares from the Loyalty Share Register and to transfer these Ordinary Shares to such holder's account in the Regular Trading System (the "**De-Registration Request**" and the Ordinary Shares to be de-registered, the "**De-Registration Shares**"), provided that the Agent and the Company may set additional rules and procedures to validate any such De-Registration Request, including – without limitation – in connection with the verification of the identity of the relevant Shareholder and the authenticity of the De-Registration Request or the submission of the De-Registration Form, and provided further that the Ordinary Shares transferred to the relevant holder's account in the Regular Trading System will be held in pure registered form (*nominatif pur*), unless agreed upon by the relevant Shareholder and the Company that the De-Registration Shares will be held in the Company's shareholders register. Clauses 4.1.2, 4.1.4 and the last two sentences of Clause 4.1.5 apply *mutatis mutandis*, provided that reference to a Request should be understood as reference to a De-Registration Request and the reference to an Election Form should be understood as a reference to a De-Registration Form.
- 8.1.2 By means of and immediately upon a Shareholder submitting a De-Registration Form, such Shareholder shall have waived all voting rights, the rights to participate in General Meetings and any rights to distributions relating to the Special Voting Shares corresponding to the De-Registration Shares.
- 8.1.3 Following the acceptance of the De-Registration Request, the Agent shall procure that the De-Registration Shares will be transferred to the relevant holder's account in the Regular Trading System, unless agreed upon by the relevant Shareholder and the Company that the De-Registration Shares will be held in the Company's shareholders register, as soon as reasonably possible, but in any event within ten (10) Trading Days from the day on which the De-Registration Request was accepted.
- 8.1.4 Upon de-registration from the Loyalty Share Register in accordance with this Clause 8, the De-Registration Shares will no longer qualify as Electing Ordinary Shares or Qualifying Ordinary Shares, as the case may be.

## **9 TRANSFER RESTRICTIONS APPLICABLE TO ORDINARY SHARES**

Once and for as long as any number of Ordinary Shares is included in the Loyalty Share Register by a Shareholder:

- (a) such Shareholder shall not, directly or indirectly, sell, dispose of, trade or transfer such number of Ordinary Shares, unless the Shareholder transfers the relevant Ordinary Shares to a Loyalty Transferee in accordance with Clause 12; and
- (b) notwithstanding Clause 9(a), such Shareholder may establish or permit to establish any pledge, lien, fixed or floating charge or other encumbrance over such Ordinary Shares or any interest in any such Ordinary Shares, including any derivative agreement or a financial contract, such as an equity swap, provided that the voting rights in respect of such Ordinary Shares remain with such Shareholder or its Loyalty Transferee at all times and provided further that these shares are not

transferred to the Regular Trading System.

## **10 TRANSFER RESTRICTIONS APPLICABLE TO SPECIAL VOTING SHARES**

Without prejudice to the transfer restrictions applicable to Special Voting Shares under the Articles of Association, no Shareholder shall, directly or indirectly,

- (a) sell, dispose of, trade or transfer any Special Voting Share, unless the Shareholder is obliged to transfer Special Voting Shares in accordance with Clause 12.1.2; or
- (b) establish or permit to establish any pledge, lien, fixed or floating charge or other encumbrance over any Special Voting Share.

## **11 MANDATORY RETRANSFERS OF SPECIAL VOTING SHARES**

11.1.1 A Shareholder will no longer be entitled to hold Special Voting Shares and must offer and transfer the following number of Special Voting Shares for no consideration (*om niet*) to the Company in any of the following circumstances:

- (a) the Special Voting Shares corresponding to the De-Registration Shares, upon the de-registration of the De-Registration Shares from the Loyalty Share Register in accordance with Clause 8;
- (b) the Special Voting Shares corresponding to the Ordinary Shares which were (i) sold, disposed of, traded or transferred in breach of Clause 9(a), or (ii) over which a pledge, lien, fixed or floating charge or other encumbrance or in which any other interest was established in breach of Clause 9(b) (the "**Restricted Ordinary Shares**"), in each case once a Shareholder breaches any of the provisions of Clause 9;
- (c) the Special Voting Shares which were (i) sold, disposed of, traded or transferred in breach of Clause 10(a), or (ii) over which a pledge, lien, fixed or floating charge or other encumbrance was established, in breach of Clause 10(b) (the "**Restricted Special Voting Shares**"), in each case once a Shareholder breaches any of the provisions of Clause 10; and
- (d) the Shareholder acquired one or more Special Voting Shares as a Loyalty Transferee in its capacity as Affiliate of the transferring Shareholder (including any successor of such Shareholder) and subsequently ceased to meet the above criteria of an Affiliate of the transferring Shareholder (including any successor of such Shareholder) under this Loyalty Voting Plan, as soon as any event whatsoever occurs that causes it to no longer meet such criteria,

(each such event, a "**Mandatory Retransfer Event**").

11.1.2 Upon the occurrence of a breach of Clause 9, the relevant Shareholder must promptly notify the Company and the Agent thereof, and must make a De-Registration Request as referred to in Clause 8.1.1 in respect of the Restricted Ordinary Shares.

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- 11.1.3 Upon the occurrence of a breach of Clause 10, the relevant Shareholder must promptly notify the Company and the Agent thereof, and must make a De-registration Request as referred to in Clause 8.1.1 in respect of the Ordinary Shares corresponding to the Restricted Special Voting Shares.
- 11.1.4 The retransfer of Special Voting Shares in any Mandatory Retransfer Event shall be effected by the Agent on behalf of the Company and the relevant Shareholder by execution of a Deed of Retransfer. The Company and the Agent will be irrevocably authorised to effect the transfer on behalf of the Shareholder concerned.
- 11.1.5 If and for so long as a Shareholder is in breach of the retransfer obligation referred to in Clause 11.1.1 and/or with one or more of its obligations set forth in Clauses 11.1.2 to 11.1.4, such Shareholder shall have waived the voting rights, the rights to participate in General Meetings and any rights to distributions relating to the Special Voting Shares subject to the Mandatory Retransfer Event.
- 11.1.6 If the Board determines, acting in good faith, that a Shareholder has taken any action to avoid the application of Clauses 9, 10 or 11, the Company may determine that this Clause 11 applies *mutandis mutatis*.
- 11.1.7 The Agent, acting on behalf of the Company, or the Company shall deregister the Special Voting Shares subject to the Mandatory Retransfer Event from the Loyalty Share Register upon the retransfer being effected.

**12 PERMITTED TRANSFERS OF ORDINARY SHARES**

- 12.1.1 A Shareholder may transfer Electing Ordinary Shares and Qualifying Ordinary Shares to a Loyalty Transferee, without transferring these shares to the Regular Trading System. The Loyalty Transferee and the transferring Shareholder shall deliver the documentation evidencing such transfer to the Company or the Agent, if requested by the Company or the Agent.
- 12.1.2 Upon a transfer of Qualifying Ordinary Shares to a Loyalty Transferee in accordance with this Loyalty Voting Plan, the relevant Shareholder shall transfer the corresponding Special Voting Shares to the Company, through the execution of a Deed of Retransfer.
- 12.1.3 The Loyalty Transferee to which a Qualifying Ordinary Share is transferred in accordance with Clause 12.1.2 will be eligible to receive one (1) Special Voting Shares in respect of such Qualifying Ordinary Share, provided that such Loyalty Transferee either (a) has already submitted an Election Form to the Agent which is still in full force and effect on the moment of the transfer of such Qualifying Ordinary Share or (b) such Loyalty Transferee has submitted an Election Form to the Agent within twenty (20) Trading Days following the later of (i) the moment of the transfer of the Qualifying Ordinary Share to such Loyalty Transferee and (ii) the moment of becoming reasonably aware, or when it should reasonably be deemed to have become aware, of the transfer of the Qualifying Ordinary Share to such Loyalty Transferee. Clauses 6.1.4, 6.1.5 and 6.1.6 shall apply *mutatis mutandis* in respect of the Special Voting Shares to be allocated pursuant to this Clause



12.1.3.

### **13 BREACH, COMPENSATION PAYMENT**

- 13.1.1 In the event of a material breach of any of the obligations of a Shareholder under this Loyalty Voting Plan, such Shareholder shall pay to the Company the average closing price of an Ordinary Share on Euronext Paris calculated on the basis of a period of twenty (20) Trading Days prior to the day of the breach, or, if such day is not a Trading Day, the preceding Trading Day, multiplied by the number of Special Voting Share affected by the relevant breach (the "**Compensation Amount**"), without prejudice to the Company's right to request specific performance.
- 13.1.2 Clause 13.1.1 constitutes a penalty clause (*boetebeding*) as referred to in Section 6:91 of the DCC. The payment of the Compensation Amount shall be deemed to be in lieu of, and not in addition to, any liability (*schadevergoedingsplicht*) of the relevant Shareholder towards the Company in respect of the relevant breach. This Clause 13 shall be deemed to be a "liquidated-damages" clause (*schadevergoedingsbeding*) and not a "punitive damages" clause (*strafbeding*).
- 13.1.3 To the maximum extent possible, the provisions of Section 6:92(1) and 6:92(3) of the DCC shall not apply.

### **14 AMENDMENT OF THIS LOYALTY VOTING PLAN**

- 14.1.1 This Loyalty Voting Plan may be terminated or amended pursuant to a resolution of the Board, provided that no termination or amendment of this Loyalty Voting Plan shall become effective without the approval of the meeting of holders of Special Voting Shares if such termination or amendment would adversely affect the interests of one or more Qualifying Shareholders. Any termination or amendment of this Loyalty Voting Plan in accordance with the previous sentence will automatically apply to all Shareholders relying on the terms of this Loyalty Voting Plan, irrespective of whether they have voted in favor of the approval of such termination or amendment.
- 14.1.2 The Company shall publish any amendment of this Loyalty Voting Plan on the Website and shall notify each Electing Shareholder and Qualifying Shareholder of such amendment.

### **15 GOVERNING LAW AND DISPUTES**

- 15.1.1 This Loyalty Voting Plan is governed by and construed in accordance with the laws of the Netherlands.
- 15.1.2 Any dispute in connection with this Loyalty Voting Plan and/or the Special Voting Shares will be brought before the courts of Amsterdam, the Netherlands.

**SCHEDULE 1**

**1 DEFINITIONS AND INTERPRETATION**

1.1.1 In this Loyalty Voting Plan, the following words and expressions shall have the following meaning, except if the context requires otherwise:

**"Affiliate"** means with respect to any specified person, any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with another person, with "control" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through holding of shares with voting rights, by contract or otherwise, and the term "controlling" and "controlled" have meaning correlative to the foregoing;

**"Agent"** means one or more banks, depositaries or trusts appointed by the Board from time to time to perform the acts of the "Agent" under this Loyalty Voting Plan. TMF Administrative Services B.V. has been appointed as the first Agent to serve upon the adoption of this Loyalty Voting Plan;

**"Application Documents"** has the meaning ascribed to it in Clause 4.1.5;

**"Articles of Association"** means the articles of association of the Company, as amended from time to time;

**"Board"** means the Company's board of directors;

**"Company"** means Pluxee N.V., with seat in Amsterdam, the Netherlands;

**"Compensation Amount"** has the meaning ascribed to it in Clause 13.1.1;

**"DCC"** means the Dutch Civil Code;

**"Deed of Allocation"** means the private deed of allocation (*onderhandse akte van uitgifte en levering*) of the relevant Special Voting Shares between the Company, the SVS Foundation and the relevant Qualifying Shareholder, which the Company shall make available on the Website for this purpose, in the form as annexed to this Loyalty Voting Plan as Exhibit C;

**"Deed of Retransfer"** means the private deed of repurchase and transfer (*onderhandse akte van inkoop*) of Special Voting Shares, which the Company shall make available on the Website for this purpose, in the form as annexed to this Loyalty Voting Plan as Exhibit E;

**"De-Registration Form"** means the form to be completed by a Shareholder requesting to de-register all or part of his Ordinary Shares from the Loyalty Share Register and to transfer, these Ordinary Shares to such Shareholder's account in the Regular Trading System, which the Company shall make available on the Website for this purpose, in the form as annexed to this Loyalty Voting Plan as Exhibit E;

**"De-Registration Request"** has the meaning ascribed to it in Clause 8.1.1;

**"De-Registration Shares"** has the meaning ascribed to it in Clause 8.1.1;

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"**Electing Ordinary Share**" has the meaning ascribed to it in Clause 6.1.1;

"**Electing Shareholder**" has the meaning ascribed to it in Clause 6.1.1;

"**Election Form**" means the form to be completed by a Shareholder requesting to register one or more of its Ordinary Shares in the Loyalty Share Register which the Company shall make available on the Website for this purpose, in the form as annexed to this Loyalty Voting Plan as Exhibit A;

"**General Meeting**" means the Company's general meeting;

"**Grandfathering Election Form**" means the form to be completed by a Shareholder requesting to use the Grandfathering Procedure, which the Company shall make available on the Website for this purpose, in the form as annexed to this Loyalty Voting Plan as Exhibit B;

"**Grandfathering Procedure**" has the meaning ascribed to it in Clause 6.1.2;

"**Loyalty Share Register**" means the register maintained by or on behalf of the Company, in which the relevant particulars of holders of Ordinary Shares who have requested to (and are otherwise eligible to) participate in the Loyalty Voting Plan shall be registered;

"**Loyalty Transferee**" means (i) in respect of any Shareholder that is not an individual, (x) any Affiliate of such Shareholder (including any successor of such Shareholder) or (y) the beneficiary company as part of a statutory merger or demerger of such Shareholder, and (ii) in respect of any Shareholder that is an individual, any transferee of Ordinary Shares following succession or the liquidation of assets between spouses or the inheritance, *inter vivos* donation or other transfer to a spouse or a relative up to and including the fourth degree;

"**Loyalty Voting Plan**" means the arrangements set out herein, pursuant to which holders of Ordinary Shares may request the registration of all or part of their Ordinary Shares in the Loyalty Share Register, with a view to receiving, in accordance with and subject to the Articles of Association and otherwise as published on the Website from time to time, Special Voting Shares;

"**Mandatory Retransfer Event**" has the meaning ascribed to it in Clause 11.1.1;

"**Ordinary Shares**" means ordinary shares in the share capital of the Company, with a nominal value of EUR 0.01 each, provided that a reference to "Ordinary Shares" shall include, where relevant and except as otherwise required by law, a corresponding interest in the relevant ordinary shares in the share capital of the Company administered in the relevant Regular Trading System;

"**Payment Date**" means February 5, 2024;

"**Qualifying Ordinary Share**" has the meaning ascribed to it in Clause 6.1.1;

"**Qualifying Shareholder**" has the meaning ascribed to it in Clause 6.1.1;

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"**Regular Trading System**" means any securities settlement system operated by a central securities depository, or any similar book entry system in the country where the Ordinary Shares are admitted to trading from time to time;

"**Record Date**" means the date on which shareholders of Sodexo will be entitled to receive one Pluxee Ordinary Share for every Sodexo Share that such shareholder owns, which is February 2, 2024;

"**Request**" has the meaning ascribed to it in Clause 4.1.1;

"**Restricted Ordinary Shares**" has the meaning ascribed to it in Clause 11.1.1 (b);

"**Restricted Special Voting Shares**" has the meaning ascribed to it in Clause 11.1.1 (c);

"**Shareholder**" means a holder of one or more Ordinary Shares;

"**Sodexo Grandfathering Ordinary Share**" has the meaning ascribed to it in Clause 6.1.2;

"**Sodexo Loyalty Shareholder**" has the meaning ascribed to it in Clause 6.1.2;

"**Sodexo Share**" means an ordinary share in the share capital of Sodexo;

"**Sodexo**" means Sodexo S.A., a French joint-stock company (*société anonyme*), with registered office at 255, quai de la Bataille de Stalingrad, 92130 Issy-les-Moulineaux, France and registered with the Commercial and Company Registry of Nanterre, under number 301 940 219;

"**Special Capital Reserve**" means a separate reserve maintained exclusively by the Company to facilitate any issuance or cancellation of Special Voting Shares;

"**Special Voting Shares**" means special voting shares in the share capital of the Company, with a nominal value of EUR 0.01 each;

"**Spin-Off**" means the distribution of Ordinary Shares by Sodexo to shareholders of Sodexo;

"**SVS Foundation**" means Stichting Pluxee SVS;

"**SVS Qualification Date**" has the meaning ascribed to it in Clause 6.1.1;

"**Trading Day**" means a day on which the Ordinary Shares (or depository receipts therefor or similar securities) can be traded on all stock exchanges where they are admitted to trading from time to time; and

"**Website**" means the Company's website.

1.1.2 In this Loyalty Voting Plan, unless the context requires otherwise:

- (a) references to a "person" shall be construed to include any individual, firm, legal entity, wherever formed or incorporated, governmental entity, joint venture, association or partnership;

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- (b) references to "transfer" shall mean any kind of transaction whereby the ownership of an Electing Ordinary Share or Qualifying Ordinary Share will change, which will include, without limitation, a change of ownership by way of a sale, exchange, donation, contribution, merger, demerger or foreclosure;
- (c) references to Clauses or Exhibits are references to the Clauses or Exhibits in this Loyalty Voting Plan;
- (d) headings are inserted for convenience only and shall not affect the construction of this Loyalty Voting Plan;
- (e) the singular shall include the plural, and *vice versa*;
- (f) references to one gender are references to all genders; and
- (g) references to times of the day are to Amsterdam time, unless otherwise indicated.

**EXHIBIT A**  
**ELECTION FORM**

ELECTION FORM

For the registration of Ordinary Shares in the Loyalty Share Register

To: TMF Administrative Services B.V., as agent of **Pluxee N.V.** (the "**Company**").

To be advanced by email to: [Registrar.and.shareholder.Services@TMF-Group.com](mailto:Registrar.and.shareholder.Services@TMF-Group.com).

Disclaimer

This election form (the "**Form**") shall be completed and signed by the shareholder who intends to register one or more ordinary shares in the share capital of the Company (the "**Ordinary Shares**" and such shareholder, the "**Electing Shareholder**") or the Electing Shareholder's Loyalty Transferee, in accordance with the instructions contained herein, to elect to receive special voting shares in the share capital of the Company (the "**Special Voting Shares**"), and shall be advanced by email to the address indicated above directly to the Agent, in accordance with the Loyalty Voting Plan (as defined below).

This Form should be read in conjunction with the terms and conditions of the Special Voting Shares included in the Company's loyalty voting plan (as amended from time to time in accordance with its terms), available on the Website (the "**Loyalty Voting Plan**"). Any capitalised terms not defined in this Form shall have the meaning ascribed to them in the Loyalty Voting Plan. In case this Form is completed by the Electing Shareholder's Loyalty Transferee in accordance with Clause 6.1.1 or 12.1.3 of the Loyalty Voting Plan, reference in this Form to the Electing Shareholder should be understood as to reference to the Loyalty Transferee, unless otherwise indicated.

By submitting this Form, duly completed and signed, to the Agent, you – as Electing Shareholder – are hereby electing to obtain Special Voting Shares in accordance with the Loyalty Voting Plan and in this respect the Ordinary Shares for which you elect (the "**Electing Ordinary Shares**") held by you in pure registered form (*nominative pur*) will be transferred out of the Regular Trading System and will be registered in the Loyalty Share Register.

1. Data of the Electing Shareholder

Name and surname or Corporate name .....

Date of birth .../.../..... Place of birth .....

Address or registered seat .....

Telephone number ..... Email address.....

(if the signing party acts on behalf of the Electing Shareholder, please fill in the following table including data relating to the signing party)

Name and surname ..... In the quality of .....

Date of birth .../.../..... Place of birth .....

Telephone number ..... Email address.....

Are you a Loyalty Transferee? If so, please provide details .....

.....

.....

2. Number of Electing Ordinary Shares

Number of Ordinary Shares .....

(if the Electing Ordinary Shares are held in pure administrative form (*nominatif pur*) in the Regular Trading System, please fill in the below identification number)

Depository intermediary **Société Générale Securities Service**.....

Identification number .....

**3. Declarations and Power of Attorney**

The Electing Shareholder, through the submission of this Form, duly completed and signed, irrevocably and unconditionally:

- a) accepts and agrees to be bound by the Loyalty Voting Plan (as amended from time to time in accordance with its terms);
- b) authorises and instructs the Agent, with full power of substitution, to act on his, her or its behalf and to represent him, her or it in connection with the issuance, allocation, acquisition, sale, holding, repurchase and transfer of Special Voting Shares and the transfer of a designated number of Ordinary Shares out of the Regular Trading System and the registration of such number of Ordinary Shares in the Company's shareholders register, and *vice versa*, in accordance with and pursuant to the Loyalty Voting Plan, and to sign on behalf of the relevant Shareholder all relevant documentation in respect of the Loyalty Share Register, the Special Voting Shares and the Ordinary Shares, including – without limitation – deeds, confirmations, acknowledgements and transfer forms and entries in the Loyalty Share Register;
- c) authorises the Agent to act and agrees that the Agent will act pursuant to a power of attorney granted by one or more other persons involved in the acts referred to under b); and
- d) accepts that the Special Voting Shares will not be represented by certificates and will be registered in the Company's shareholders register.

**4. Governing law and disputes**

This Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Form will be brought before the courts of Amsterdam, the Netherlands.

**The Electing Shareholder**

(signature) \_\_\_\_\_

*(if the signing party signs this Form on behalf of the Electing Shareholder, reference shall be made to the table under paragraph 1 "Data of Electing Shareholder" above)*



**EXHIBIT B**

**GRANDFATHERING ELECTION FORM**

**GRANDFATHERING ELECTION FORM**

**For applying the Grandfathering Procedure**

To: TMF Administrative Services B.V., as agent of **Pluxee N.V.** (the "**Company**").

To be advanced by email to: [Registrar.and.shareholder.Services@TMF-Group.com](mailto:Registrar.and.shareholder.Services@TMF-Group.com).

**Disclaimer**

This grandfathering election form (the "**Form**") shall be completed and signed by a Sodexo Loyalty Shareholder in accordance with the instructions contained herein, for the purpose of electing to apply the Grandfathering Procedure, and shall be advanced by email to the address indicated above directly to the Agent, in accordance with the Loyalty Voting Plan.

This Form should be read in conjunction with the terms and conditions of the special voting shares included in the Company's loyalty voting plan (as amended from time to time in accordance with its terms), available on the Website (the "**Loyalty Voting Plan**"). Any capitalised terms not defined in this Form shall have the meaning ascribed to them in the Loyalty Voting Plan.

By submitting this Form, the undersigned declares:

- a) to be the holder of Sodexo Grandfathering Ordinary Shares in registered form (*nominatif administré or nominatif pur*) on the Record Date; and
- b) to elect to have the Grandfathering Procedure applied to its Ordinary Shares received as a distribution on its Sodexo Grandfathering Ordinary Shares pursuant to the Spin-Off.

If you do not correctly complete this Form or if this Form and/or the accompanying Election Form are not received by the Agent no later than twenty (20) Trading Days following the Payment Date, the Grandfathering Procedure will not be applied to your Electing Ordinary Shares. For the avoidance of doubt, you are also required to submit an Election Form, together with this Form.

**1. Data of the Sodexo Loyalty Shareholder**

Name and surname or Corporate name .....

Date of birth .../.../..... Place of birth .....

Address or registered seat .....

Telephone number ..... Email address.....

(if the signing party acts on behalf of the Sodexo Loyalty Shareholder, please fill in the following table including data relating to the signing party)

Name and surname ..... In the quality of .....

Date of birth .../.../..... Place of birth .....

Telephone number ..... Email address.....

**2. Governing law and disputes**

This Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Form will be brought before the courts of Amsterdam, the Netherlands.

(signature(s) to follow on the following page)

**FINAL DRAFT – TO BE ADOPTED ON OR PRIOR TO THE EFFECTIVE DATE**

**The Sodexo Loyalty Shareholder**

(signature)

\_\_\_\_\_

*(if the signing party signs this Form on behalf of the Sodexo Loyalty Shareholder, reference shall be made to the table under paragraph 1 "Data of Sodexo Loyalty Shareholder" above)*

**EXHIBIT C**

**DEED OF ALLOCATION**

**DATE:** \_\_\_\_\_

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**PRIVATE DEED OF ALLOCATION**

relating to the allocation of Special Voting Shares in the share capital of  
Pluxee N.V.

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**PRIVATE DEED OF ALLOCATION OF SPECIAL VOTING SHARES IN THE CAPITAL OF  
PLUXEE N.V.**

**PARTIES:**

- (1) [[*name*], a company [organised/incorporated] under the laws of [*country*], with address at [*address*] (the "**Shareholder**") [OR] [[*insert first name, last name*], born in [*city, country*] on [*date*], residing at [*address*] (the "**Shareholder**")];
- (2) Stichting Pluxee SVS, a foundation (*stichting*) with seat in the municipality of Amsterdam, the Netherlands (the "**SVS Foundation**"); and
- (3) Pluxee N.V., organised under the laws of the Netherlands having its seat in Amsterdam, the Netherlands (the "**Company**").

The parties in this deed are collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- (A) The Company has a special voting scheme pursuant to which Shareholders can be rewarded with extra voting rights for long-term ownership of Ordinary Shares. The terms and conditions with respect to the Special Voting Shares are included in the Company's loyalty voting plan and accessible via the Website (the "**Loyalty Voting Plan**"). Any capitalised terms not defined in this deed shall have the meaning ascribed to them in the Loyalty Voting Plan.
- (B) The Shareholder is the holder of [*number in words*] ([*number in digits*]) Electing Ordinary Shares that have been registered in the Loyalty Share Register for an uninterrupted period of four (4) years or are deemed to have been registered in the Loyalty Share Register for an uninterrupted period of four (4) years in accordance with Clause 6.1.2 of the Loyalty Voting Plan. In accordance with Clause 6 of the Loyalty Voting Plan, such Electing Ordinary Shares have become Qualifying Ordinary Shares, with the consequence that the Shareholder became entitled to acquire [*number in words*] ([*number in digits*]) Special Voting Shares.
- (C) The SVS Foundation has the right, which is further described in the option agreement between the SVS Foundation and the Company, to subscribe for Special Voting Shares, and, in connection with the Shareholder's Electing Ordinary Shares becoming Qualifying Ordinary Shares, as referred to in recital (B) of this deed, the SVS Foundation intends to exercise its right to acquire [*number in words*] ([*number in digits*]) Special Voting Shares (the "**Shareholder Special Voting Shares**").
- (D) In view of the foregoing, the Company intends to [issue][transfer] the Shareholder Special Voting Shares to the SVS Foundation, and subsequently, the SVS Foundation intends to transfer the Shareholder Special Voting Shares to the Shareholder.
- (E) The Company, the SVS Foundation and the Shareholder will hereby effect the [issue][transfer] and allocation of the Shareholder Special Voting Shares on the terms set out below.

**IT IS AGREED:**

**1 [ISSUANCE/TRANSFER] BY THE COMPANY**

The Company hereby [issues][transfers] the Shareholder Special Voting Shares to the SVS Foundation on the terms set out in the Loyalty Voting Plan, the option agreement and this deed. The SVS Foundation hereby accepts the Shareholder Special Voting Shares from the Company.

[OPTION: IF SPECIAL VOTING SHARES WILL BE TRANSFERRED]

[The Board has approved the present transfer of the Shareholder Special Voting Shares to the SVS Foundation in accordance with Article 15 of the Articles of Association.]

**2 TRANSFER BY THE SVS FOUNDATION**

The SVS Foundation hereby transfers the Shareholder Special Voting Shares to the Shareholder on the terms set out in the Loyalty Voting Plan and this deed and the Shareholder accepts the Shareholder Special Voting Shares under the same terms.

**3 OBLIGATION TO PAY**

[OPTION: IF SPECIAL VOTING SHARES WILL BE ISSUED]

[The Shareholder Special Voting Shares are issued at par and therefore against an obligation to pay an aggregate amount of  $[[EUR\ 0.01] \times \textit{number of Shareholder Special Voting Shares}]$  euro (EUR  $[\textit{number in digits}]$ ), which amount is paid-up from and solely charged against the Special Capital Reserve.]

[OPTION: IF SPECIAL VOTING SHARES WILL BE TRANSFERRED]

[The Shareholder Special Voting Shares are transferred by the Company to the SVS Foundation for no consideration (*om niet*).]

**4 ACKNOWLEDGEMENT**

The Company acknowledges the [transfer][transfers] of the Special Voting Shares included in this deed.

**5 SHAREHOLDERS REGISTER**

The Agent, acting on behalf of the Company, shall register the [issuance][transfer] of the Shareholder Special Voting Shares by the Company to the SVS Foundation and the transfer of the Shareholder Special Voting Shares by the SVS Foundation to the Shareholder in the Company's shareholders' register.

**6 RESCISSION**

The Company, the SVS Foundation and the Shareholder waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the DCC.

**7 GOVERNING LAW**

- 7.1 This deed shall be governed by, and interpreted in accordance with, the laws of the Netherlands.
- 7.2 Any dispute in connection with this deed will be brought before the courts of Amsterdam, the Netherlands.

*(signature(s) to follow on the following page)*





**EXHIBIT D**

**DE-REGISTRATION FORM**

DE-REGISTRATION FORM

For the de-registration of Ordinary Shares from the Loyalty Share Register

To: TMF Administrative Services B.V., as agent of **Pluxee N.V.** (the "**Company**").  
To be advanced by email to: [Registrar.and.shareholder.Services@TMF-Group.com](mailto:Registrar.and.shareholder.Services@TMF-Group.com).

Disclaimer

This de-registration form (the "**Form**") shall be completed and signed by the shareholder who intends or is obliged to de-register one or more ordinary shares in the share capital of the Company (the "**Ordinary Shares**" and such shareholder, the "**De-Registration Shareholder**"), in accordance with the instructions contained herein, to request the de-registration of the Ordinary Shares included in this Form (the "**De-Registration Shares**") from the Loyalty Share Register, and shall be advanced by email to the address indicated above to the Agent, in accordance with the Loyalty Voting Plan (as defined below).

This Form should be read in conjunction with the terms and conditions of the Special Voting Shares included in the Company's loyalty voting plan (as amended from time to time in accordance with its terms), available on the Website (the "**Loyalty Voting Plan**"). Any capitalised terms not defined in this Form shall have the meaning ascribed to them in the Loyalty Voting Plan.

By submitting this Form, duly completed and signed, to the Agent, you – as De-Registration Shareholder – are hereby requesting to de-register the De-Registration Shares from the Loyalty Share Register.

1. Data of the De-Registration Shareholder

Name and surname or Corporate name .....

Date of birth .../.../..... Place of birth .....

Address or registered seat .....

Telephone number ..... Email address.....

(if the signing party acts on behalf of the De-Registration Shareholder, please fill in the following table including data relating to the signing party)

Name and surname ..... In the quality of.....

Date of birth .../.../..... Place of birth .....

Telephone number ..... Email address .....

2. Number of De-Registration Shares

Number of Ordinary Shares .....

(if the De-Registration Shares are to be held in pure administrative form (nominatif pur) in the Regular Trading System, please fill in the below identification number)

Depository intermediary **Société Générale Securities Service**.....

Identification number .....

**3. Acknowledgement, representations and undertakings**

The De-Registration Shareholder, through the submission of this Form, duly completed and signed, irrevocably and unconditionally instructs the Agent, who acts on behalf of the Company, to de-register the De-Registration Shares from the Loyalty Share Register, and, with reference to the Loyalty Voting Plan, acknowledges:

- a) as from the date of this Form, the Ordinary Shares included in this Form will no longer be registered in the Loyalty Share Register;
- b) as from the date of this Form, to be no longer entitled to hold or acquire the Special Voting Shares corresponding to the De-Registration Shares;
- c) that the Agent, who acts on behalf of the Company and the Shareholder, shall transfer the Special Voting Shares corresponding to the De-Registration Shares to the Company for no consideration (*om niet*) by means of the Deed of Retransfer;
- d) that the Agent, who acts on behalf of the Company and the Shareholder, shall transfer the De-Registration Shares into the Regular Trading System to the securities account with the identification number provided in this Form, to be held in pure registered form (*nominatif pur*); and
- e) as from the date of this Form, to be no longer entitled to the voting rights, the rights to participate in General Meetings and any rights to distributions relating to the Special Voting Shares corresponding to the De-Registration Shares.

**4. Governing law and disputes**

This Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Form will be brought before the courts of Amsterdam, the Netherlands.

**The De-Registration Shareholder**

(signature) \_\_\_\_\_

(if the signing party signs this Form on behalf of the De-Registration Shareholder, reference shall be made to the table under paragraph 1 "Data of De-Registration Shareholder" above)

**EXHIBIT E**

**DEED OF RETRANSFER**

**DATE:** \_\_\_\_\_

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**PRIVATE DEED OF RETRANSFER**

of Special Voting Shares in the share capital of  
Pluxee N.V.

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**PRIVATE DEED OF REPURCHASE AND TRANSFER OF SPECIAL VOTING SHARES IN THE  
CAPITAL OF PLUXEE N.V.**

**PARTIES:**

- (1) [[*name*], a company [organised/incorporated] under the laws of [*country*], with address at [*address*] (the "**Shareholder**") [OR] [*insert first name, last name*], born in [*city, country*] on [*date*], residing at [*address*] (the "**Shareholder**")]; and
- (2) Pluxee N.V., organised under the laws of the Netherlands having its seat in Amsterdam, the Netherlands (the "**Company**").

The parties in this deed are collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- (A) The Company has a special voting scheme pursuant to which Shareholders can be rewarded with extra voting rights for long-term ownership of Ordinary Shares. The terms and conditions with respect to the Special Voting Shares are included in the Company's loyalty voting plan and accessible via the Website (the "**Loyalty Voting Plan**"). Any capitalised terms not defined in this deed shall have the meaning ascribed to them in the Loyalty Voting Plan.
- (B) The Shareholder is the holder of [*number in words*] ([*number in digits*]) Special Voting Shares, acquired on [*date*] (the "**Repurchase Special Voting Shares**").
- (C) Pursuant to the Loyalty Voting Plan, the Shareholder is bound to offer and transfer the Repurchase Special Voting Shares to the Company, and the Company will accept and repurchase the Repurchase Special Voting Shares for no consideration (*om niet*).
- (D) On [*date*], the Agent, acting on behalf of the Company, received a duly completed and signed De-Registration Form with respect to [*number in words*] ([*number in digits*]) Ordinary Shares.
- (E) The Company and the Shareholder will hereby effect the repurchase and transfer of the Repurchase Special Voting Shares for no consideration (*om niet*) in accordance with Section 2:98 and Section 2:86c of the DCC on the terms set out below.

**IT IS AGREED:**

**1 REPURCHASE AND TRANSFER**

The Company hereby repurchases the Repurchase Special Voting Shares from the Shareholder on the terms set out in the Loyalty Voting Plan and in this deed, and the Shareholder accepts the same. The Shareholder hereby transfers the Repurchase Special Voting Shares to the Company for no consideration (*om niet*) and the Company accepts the same.

**2 WARRANTY**

- 2.1 The Shareholder warrants to the Company that he, she or it is the sole owner of the Repurchase Special Voting Shares, that the Repurchase Special Voting Shares are unencumbered, and that he, she or it has full power, right and authority to transfer the Repurchase Special Voting Shares to the Company.
- 2.2 The Company accepts the warranties referred to in the immediately preceding paragraph.

**3 RESCISSION**

The Company and the Shareholder waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the DCC.

**4 ACKNOWLEDGEMENT**

The Company acknowledges the transfer of the Repurchase Special Voting Shares and the Agent, acting on behalf of the Company, shall register the transfer in the Company's shareholders' register.

**5 GOVERNING LAW**

- 5.1 This deed shall be governed by, and interpreted in accordance with, the laws of the Netherlands.
- 5.2 Any dispute in connection with this deed will be brought before the courts of Amsterdam, the Netherlands.

*(signature(s) to follow on the following page)*



