

SUBSCRIPTION GUIDANCE



1. SUBSCRIPTION

- 1.1. The depository receipts (the "**Depository Receipts**") that Etergo B.V. ("**Etergo**") is offering through the Stichting Administratiekantoor Etergo II (the "**Offering**"), can be purchased by following the subscription procedure (the "**Subscription Procedure**") on www.etergo.com (the "**Etergo Website**"). The terms of use for the Etergo Website can be found [here](#).
- 1.2. The terms and conditions of the Offering are exclusively contained in the prospectus dated March 29th, 2019. This Subscription Guidance provides you with some extra guidance for the Subscription Procedure. The description of the Offering and the Subscription Procedure itself can be found in the prospectus published by Etergo (the "**Prospectus**", which can be found [here](#)). Before you proceed with the Subscription Procedure, please read the Prospectus. If you have any questions, please send an email to investors@etergo.com.
- 1.3. If you wish to subscribe for the Depository Receipts, you must satisfy yourself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.
- 1.4. The offer of Depository Receipts to persons resident in, or who are citizens of, a particular jurisdiction may be affected by the laws of that jurisdiction.
- 1.5. The Offering as contemplated in the Prospectus, is a public offering being made to the general public in the United Kingdom, Netherlands, Germany, Portugal, Italy, Romania, Belgium, Spain, France, Ireland, Lithuania, Bulgaria, Greece, Sweden, Slovenia, Malta, Croatia, Austria, Norway, Cyprus and Finland.
- 1.6. Please note that receipt of the Prospectus will not constitute an offer in those jurisdictions in which it would be illegal to make an offer.
- 1.7. You should consult your professional advisers as to whether you require any governmental or other consents or need to observe any other formalities to enable you to purchase the Depository Receipts.

2. IDENTITY AND ANTI-MONEY LAUNDERING CHECKS

- 2.1. Etergo has the legal obligation to verify the identity of, and run anti-money laundering checks on, potential investors. In order to fulfil these responsibilities, we may use third-party identification checking services to confirm your identity when you seek to transfer money to us. In the event that this service is not able to verify



your identity to a sufficient level of authentication, you may be asked to send us physical or scanned versions of certain identification documents.

3. PAYMENT

- 3.1. The Investor agrees to pay the issue price of the Depository Receipts as published on the Etergo Website. Your payment must be made as directed on the Etergo Website.
- 3.2. As set out in par. 11.8 of the Prospectus, purchases cannot be made undone and/or reduced by investors after payment of the subscription amount. Investors making payment by credit card may not request the credit card company to refund or charge back (part of) the subscription amount.

4. RIGHT OF WITHDRAWAL

- 4.1. Investors that invest as a consumer (as defined in Directive 2002/65/EC), shall have a period of 14 calendar days from the day of the conclusion of the contract to withdraw from the contract without penalty and without giving any reason. The withdrawal notice should be sent to: investors@etergo.com. Etergo shall return the subscription amount within 30 calendar days from the date it has received the withdrawal notice.

5. INFORMATION POLICY

- 5.1. Etergo shall use its reasonable efforts to provide investors with an update on the progress of the business of Etergo every three months. Said update will be sent by Etergo to the email address as provided by the investor on the Etergo Website.

6. DATA PROTECTION

- 6.1. For the purposes of the Subscription Procedure, you give consent to Etergo to disclose your personal data needed for that purpose, to any of our partners that we employ in connection with the Subscription Procedure, as well as to any tax, statutory or regulatory authority as required by such authority, and each of their respective officers, employees and professional advisers.
- 6.2. For further information on how Etergo uses the personal data, please see our privacy notice, which can be found [here](#).