

Convocation notice for a meeting of Depositary Receipt holders on 10 February 2023

The information contained in this letter is of a confidential nature. The contents hereof may not be shared with other parties than the addressee. We kindly refer to clause 17.1 of the convertible loan agreement.

Dear [name],

We are pleased to announce that 27 January 2023 we have entered into a share subscription and purchase agreement with a consortium of investors, including Invest-NL, the ABN AMRO Sustainable Impact Fund and Quadia (the "**Consortium**" and certain other current shareholders (together with the Consortium, the "**Investors**")), at a price per share of EUR 5.0840 (the "**Transaction**"). The Transaction entails both a sale of shares and an investment of growth capital. The investment to fund growth will be approximately EUR 12 million, with an additional potential of EUR 5 million, to develop brand awareness and enable FairPhone to accelerate its impact and financial performance. Please also refer to the press release issued by FairPhone in respect of this Transaction in which further details on the Transaction are set out, as attached hereto as [Annex I](#).

In 2018 you converted the principal amount due under your convertible loan plus interest into depositary receipts of shares in FairPhone ("**Depositary Receipts**") against a price per Depositary Receipt of EUR 3.6031. The envisaged Transaction entails both a sale of shares and an investment of growth capital at a price per Depositary Receipt of EUR 5.0840. As a result of the Transaction you are given the opportunity to:

- A. like selling shareholders, sell a large part of your Depositary Receipts (the "**Sale Option**");
- B. like non-selling shareholders, acquire pro rata additional Depositary Receipts in FairPhone against the same valuation and the same economic terms and conditions as the Investors (the "**Investment Option**"); or
- C. not exercise your Sale Option nor your Investment Option.

We note that at closing of the Transaction, FairPhone intends to execute a 1:100 stock-split to allow each Depositary Receipt to track one (1) share instead of one hundredth (1/100) Share. The price per share and Depositary Receipt in connection with the Transaction included herein reflects the intended stock-split.

The differences between the choices available to you, and their consequences, are explained in this letter. Whether or not to exercise your Sale Option or your Investment Option is your own decision and FairPhone or One Planet Crowd ("**OPC**") cannot advise you in this respect.

What information can I base my decision on?

We would like to point your attention to information that we make publicly available, including but not limited to, our [Impact Report 2021](#), our [Annual Report 2021](#), the [AFM information document](#) and [our blog posts](#).

We emphasize that the Consortium has entered into the Transaction on these terms on the basis of extensive due diligence investigation, negotiations, control rights and investment criteria. You should be conscious of the fact that you have significantly less information to base your decision on, do not have any control rights and may have different investment criteria.

Please take into account our [AFM information document](#) that points out the risks associated with the Investment Option in more detail, as well as paragraph "*Certain aspects of the Transaction*" below. These risks include but are not limited to the value of your investment decreasing and it being uncertain if and when another liquidity event shall arise for holders of Depositary Receipts.

How many Depositary Receipts can I sell or acquire?

Sale Option

If you choose the Sale Option, you are entitled to sell [number] Depositary Receipts or shares underlying your Depositary Receipts against payment of EUR 5.0840 per share, resulting in a total consideration of EUR [total amount] (rounded down to two decimal places) to be paid to you. After the exercise of the Sale Option, you will have [number] Depositary Receipts or shares underlying your Depositary Receipts.

Investment Option

If you choose the Investment Option, you can buy [number] additional Depositary Receipts against payment of EUR 5.0840 per Depositary Receipt to be acquired, resulting in a total payment by you of EUR [total amount] (rounded down to two decimal places). The shares underlying such additional Depositary Receipts are transferred by selling shareholders.

Each share underlying the Depositary Receipt to be acquired pursuant to the Investment Option shall have the same economic preferred rights as the other Investors, including a one-time non-participating liquidation preference right equal to the price per share in certain deemed liquidation events.

How to exercise my Investment Option or Sale Option?

You have until 15 February 2023 to indicate via the link at the bottom of this e-mail sent to you by OPC whether or not you wish to exercise your Investment Option. You have until 28 February 2023 to indicate via the link at the bottom of this e-mail sent to you by OPC whether or not you wish to exercise your Sale Option. The period for being able to exercise your Investment Option is shorter than the period for being able to exercise your Sale Option to ensure that there is sufficient time to timely process your payment.

In case you have not responded by 15 February 2023, you can no longer exercise your Investment Option. After that date, you can still exercise your Sale Option until 28 February 2023.

In case you have not responded by 28 February 2023, we will register you for option C: you do not exercise any of your rights and you keep your current Depositary Receipts.

Sale Option

If you exercise your Sale Option, you irrevocably authorize the Stichting Administratiekantoor Crowdfunders FairPhone (the "STAK") to sell Depositary Receipts (or the shares underlying such Depositary Receipts) on your behalf. You will receive the consideration for the Depositary Receipts sold by you from FairPhone shortly after the shares underlying the Depositary Receipts have been transferred to the Consortium.

For payment we will use the bank account we have from you, ending with the number [last four digit bank account]. In case you have changed your bank account, please email us a copy of your bank card or a print screen from your banking environment with the IBAN number and your name (at crowdfunders@fairphone.com). We do need to have a bank account that is registered on your name: the same as in our Depositary Receipts register.

Investment Option

If you exercise your Investment Option, you will need to have paid EUR [amount] by 21 February 2023. If you choose for the Investment Option, you will receive an email invitation from OPC to invest and pay this amount. Please note that if you fail to do this timely, you will be deemed to have irrevocably forfeited the opportunity to exercise your Investment Option and you will not have another opportunity to do so (and, for the avoidance of doubt, will also not have another opportunity to exercise the Sale Option).

By exercising your Investment Option, you irrevocably authorize the STAK to formalise the acquisition of Depositary Receipts on your behalf. You will receive a written confirmation of the additional Depositary Receipts you acquired shortly after completion of the Transaction.

Certain aspects of the Transaction

We note that the transaction documentation in relation to the Transaction includes certain post-Transaction rights and obligations for shareholders and FairPhone, including but not limited to:

Investment

- Approximately 1/3 of the growth capital of the Consortium is conditional upon FairPhone achieving certain milestones, ultimately on 31 December 2023. If the milestones are not met by that date, the Consortium may either transfer approximately 1/9 of its shares back to FairPhone against EUR 5.0840 per share or keep the shares and pay the remaining 1/3 of the growth capital. This right is only applicable to the Consortium and does not apply to current shareholders that invest (including you as holder of Depositary Receipts).
- If FairPhone sells and delivers less than 260,000 devices in 2023 pursuant to a certain formula, Investors will be issued additional shares at no costs, provided that Investors will never acquire more than 1,442,002 additional shares. This economic entitlement will also apply to you if you make use of the Investment Option with respect to your additional Depositary Receipt.
- Investors get reimbursed by the FairPhone in shares on a pro rata basis or, for a limited amount and under certain conditions in cash, in case of a successful claim by other Investors for a breach of certain warranties and indemnities. This also applies to you as holder of Depositary Receipts if you make use of the Investment Option. In such case, the holders of Depositary Receipts that used the Investment Option will pro rata receive additional Depositary Receipts.
- In case of settlement of damages of Investors in shares of Fairphone, FairPhone will also issue additional shares to non-selling Shareholders (including you as non-selling Depositary Receipt holder) to simulate the dilution that would have occurred if such damages would have been settled prior to the Transaction.
- Any currently applicable liquidation preference on shares (including the liquidation preference on your current Depositary Receipts) shall lapse at the completion of the Transaction and as from such completion, only shares acquired by Investors and the Depositary Receipts acquired by you if you make use of the Investment Option shall have customary anti-dilution protection and a one-time non-participating liquidation preference.

Post-completion transfer restrictions

- Subject to customary exceptions, you have the right to subscribe for additional Depositary Receipts if FairPhone issues new shares to investors or shareholders in a new investment round.
- You are permitted to transfer your Depositary Receipts with the prior approval of the board of directors of the STAK. The board of directors of the STAK shall not unreasonably withhold its approval, provided that the transfer of Depositary Receipts also requires the approval of the holder(s) of at least 70% of the shares acquired by the Investors in connection with the Transaction prior to 1 January 2025.
- Shareholders jointly holding more than 50.1% of the outstanding shares of Fairphone shall have a drag along right (right to 'drag', i.e. force other shareholders (including the STAK) to also sell their shares) in case of a 100% sale of FairPhone. If the STAK is required to sell its shares upon the exercise of a drag along by other shareholders, your Depositary Receipts will be cancelled against payment of the exit proceeds.
- Any term of the shareholders' agreement or articles of association of FairPhone may be amended or waived by FairPhone and certain supermajorities of the Investors and the general meeting of shareholders, provided that an amendment or waiver does not cause material disproportional or unilateral disadvantages for dissenting shareholders or Depositary Receipt holders (compared to other shareholders).

Meeting of Depositary Receipt holders 10 February 2023

To facilitate the delivery of shares underlying Depositary Receipts in the Sale Option and allow for non-notarial amendment of the administration conditions in the future, we ask you to approve certain technical amendments to the articles of association and the administration conditions of the STAK to accommodate for the Sale Option and the Investment Option under the Transaction (the

"Documentation Amendment") at a meeting of holders of Depositary Receipts (the "DR Meeting") held 10 February 2023 at the offices of FairPhone (Van Diemenstraat 200, 1013 CP Amsterdam) from 13:00 to approximately 15:00. The Documentation Amendment is attached to this letter as Annex II and III. This letter serves as a formal convocation of such DR Meeting in accordance with STAK's constitutional documents.

The agenda of the DR Meeting is as follows:

1. Opening
2. Explanation by FairPhone of the Transaction
3. Approval of the Documentation Amendment
4. Closing including Q&A

You can attend the DR Meeting in person or online via [\[link\]](#). If you attend in person, you can vote during the meeting. In case you cannot attend the DR Meeting in person we ask that you grant a power of attorney to Eva Gouwens - van den Bosch to exercise your vote at the DR Meeting with respect to the Documentation Amendment.

Please let us know via the link below whether you can attend in person or grant a power of attorney to Eva Gouwens - van den Bosch. You can grant the power of attorney until 9 February 2023.

Questions

If you have questions, please participate in the DR Meeting we are organising together with OPC. Use this [\[link\]](#) to participate. If you have any further question, you can reach out to us via email. If you have questions regarding the Transaction or new investment round, feel free to contact FairPhone through crowdfunders@fairphone.com. If you have a question regarding your rights as an investor of FairPhone, or about the process in general, you can ask them through info@oneplanetcrowd.nl.

We assume that we have informed you sufficiently and hope that you will timely confirm whether you will exercise your Sale Option or Investment Option or neither.

Thank you for participating in FairPhone.
The FairPhone Team

[Voting link] **PLEASE INDICATE YOUR CHOICE HERE:**

Page 1: Please let us know whether you will be able to attend the meeting on 10 February 2023 at 13:00 in Amsterdam in person ("DR Meeting").

If you cannot attend the DR Meeting in person, please grant a power of attorney to Eva Gouwens - van den Bosch (CEO at Fairphone) to vote on your behalf during the DR Meeting (and a possible second meeting) with respect to the resolutions to adopt and approve the amended articles of association and the administration conditions of the Stichting Administratiekantoor Crowdfunders FairPhone (the "STAK") as described in the email that you received on 31 January 2023 ("Resolutions").

If you cannot attend in person, you will receive a link to follow the DR Meeting online. This question is required.*

- A. I will not be able to attend the DR Meeting in person and grant a power of attorney to Eva Gouwens - van den Bosch to represent me at the DR Meeting and to vote on my behalf in favor of the Resolutions

Answer: We regret that you will not be present at the DR meeting. We have received your power of attorney to vote on your behalf, thank you.

You will receive an email from Oneplanetcrowd with the link to attend the meeting online if you wish.

In the next step you can confirm whether you will exercise your Sale Option or Investment Option or neither.

- B. I will not be able to attend the DR Meeting in person and grant a power of attorney to Eva Gouwens - van den Bosch to represent me at the DR Meeting and to vote on my behalf against the Resolutions

Answer: We regret that you will not be present at the DR meeting. We have received your power of attorney to vote on your behalf, thank you.

You will receive an email from Oneplanetcrowd with the link to attend the meeting online if you wish.

In the next step you can confirm whether you will exercise your Sale Option or Investment Option or neither.

- C. I will attend the DR Meeting in person

Answer: We are pleased that you are able to attend the DR Meeting in person. You will receive an invitation with the location in the next few days.

In the next step you can confirm whether you will exercise your Sale Option or Investment Option or neither.

Page 2: Please inform us whether you will exercise your Sale Option or Investment Option or neither.

*Please note that if you choose option A, you thereby grant an unconditional and irrevocable power of attorney to Stichting Administratiekantoor Crowdfunders FairPhone (the "STAK") with full power of substitution (*ondervolmacht*), to represent you in all matters in relation to the sale of your Depositary Receipts and to complete the sale and delivery of the Depositary Receipts, to execute any document or (notarial) deed on your behalf and to do any other thing, and perform any (legal) act (including acts of disposition and acting as my counterparty or representative of my counterparty), which in the opinion of the STAK may be necessary or desirable in connection with the foregoing. You expressly authorize the STAK to act where the STAK (also) acts as your counterparty or as representative of your counterparty.

- A. I would like to sell all Depositary Receipts that I am allowed to sell and grant a power of attorney to the STAK to effectuate the Sale Option*

Answer: Thank you for letting us know your decision to make use of the Sale Option.

You will receive an email from FairPhone as soon as the Transaction and Sale Option is completed and receive the relevant amount from FairPhone on your bank account.

In case you have changed your bank account, please email Fairphone (at crowdfunders@fairphone.com) a copy of your bank card or a print screen from your banking environment with the IBAN number and your name.

- B. I want to make use of the Investment Option to acquire additional Depositary Receipts

Answer: Thank you for letting us know your decision to make use of the Investment Option to acquire additional Depositary Receipts

You will receive an email from Oneplanetcrowd within 5 working days with more information on how to complete the Investment Option and acquire more Depositary Receipts.

- C. I don't want to make use of my Sale Option or Investment Option and I will keep my Depositary Receipts

Answer: Thank you for letting us know your decision to not make use of the Sale Option or the Investment Option and keep your Depositary Receipts.

- D. I want to decide later

Answer: Thank you for letting us know that you would like to postpone your decision to make use of the Sale Option or Investment Option.

Please note that you have until **15 February 2023** to make use of the Investment Option and until **28 February 2023** to make use of the Sale Option.

Please let us know by filling out this form again. If we do not receive your decision by the dates above, you will lose your right to make use of the Investment or Sale Option and you will keep your Depository Receipts.

Annex I – Press release

Impact investor consortium invests €49 million in Fairphone

Amsterdam, the Netherlands, 30 January 2023 — An international consortium of impact investors led by new shareholders Invest-NL, the ABN AMRO Sustainable Impact Fund and existing shareholder Quadia with its Regenero Impact Fund, joined forces with other existing shareholders DALHAP, DOEN Participaties and PDENH to invest €49 million in Fairphone, the Dutch sustainable smartphone company.

The investment enables Fairphone to accelerate growth and scale impact while pursuing its impact-driven mission towards fairer electronics. Furthermore it is used for the settlement of existing loans and partial exit of current shareholders, including PYMWYMIC and over 1000 crowdfunders.

Eva Gouwens, Fairphone CEO, comments: *“Over the past years, Fairphone has been able to transform from a social movement to an impactful mission-driven company. I would like to thank all shareholders who have supported us over the years. With a growing base of mission-aligned investors, we will further raise awareness for fairer electronics and accelerate the growth of our company & impact.”*

Funding to accelerate growth, product development and impact

Fairphone will use the growth capital to strengthen brand positioning and create further awareness around fairness and sustainability in the electronics industry. The funding will also be used to accelerate integration of fair and recycled materials in Fairphone’s full product portfolio, for example by extending its mining value chain programs in Africa & South America, and fair wage programs in Asia. Moreover, Fairphone will invest in product development and improved customer service to ensure users enjoy keeping their Fairphone in use longer.

“We are excited to support Fairphone’s growth ambitions, as a truly circular lighthouse case within the electronics industry. With its unparalleled approach to creating ethical products with both people and planet in mind, Fairphone sets new standards for the entire industry. Together, we are disrupting a short-term way of thinking that the world can no longer afford, creating a sustainable and fair future for all stakeholders,” said Elisabeth Storm de Grave, Principal at Invest-NL.

Hanna Zwietering from the ABN AMRO Sustainable Impact Fund says: *“Fairphone is a frontrunner in the sustainable electronics industry. The company has proven it can develop high-quality modular and fair smartphones in most competitive markets. Consumers love the Fairphone for impact and quality alike, in line with a growing trend towards conscious consumer behavior. We are proud to support the company in their mission and accelerate Fairphone’s growth to further increase their impact in the industry.”*

Towards a more fair electronics industry

By establishing a market for ethical electronics, Fairphone inspires the entire electronics industry to act more responsibly. This means taking a holistic approach to fairness to people and

planet. With every phone sold, Fairphone shows that there is demand for ethical electronics in combination with a profitable business model. Fairphone gains influence in the industry to motivate suppliers and manufacturers to continue to invest in improving working conditions, worker satisfaction and sustainable business practices, as well as providing better opportunities for the communities linked to its supply chain.

Josep Segarra, Senior Investment Manager from Quadia states: *“We are very pleased to further support Fairphone through this significant investment alongside new mission-aligned co-investors. Fairphone perfectly fits in our vision of the sustainable electronics sector, in which we have already supported companies in the refurbished smartphones and home appliances segments. We look forward to continuing to strengthen the uniqueness of the company and aspire to accelerate Fairphone’s growth while creating value for all stakeholders and safeguarding its long-term mission”*

Note to the editor

About Fairphone

Fairphone is building a market for ethical phones and motivating the industry to act more responsibly. We design, produce and sell smartphones to uncover the supply chain behind our products, raise awareness for the most urgent issues, and prove that it’s possible to do things differently. Together with our partners and collaborators, we’re working to make caring for people and planet a natural part of doing business.

About Invest NL

Invest-NL is the National Financing and Development Institution of the Netherlands that, as an impact investor, focusses on making financeable what doesn’t seem to be financeable. Together with other financiers, investors and development specialists – both private and public – Invest-NL’s primary attention is on the larger societal challenges like the transition to a carbon neutral and circular economy, affordable and accessible healthcare, and deep tech. More information www.invest-nl.nl

About ABN AMRO Sustainable Impact Fund

The ABN AMRO Sustainable Impact Fund invests in companies with a positive environmental and/or societal impact. The fund has € 425 million at its disposal and is exclusively financed and managed by ABN AMRO. It uses its funds to invest through direct shareholdings in the key transition sectors and contributes to accelerating the energy transition, the transition to a circular economy, and a more socially responsible world in general. More information can be found [here](#)

About Quadia

Founded in 2010 in Geneva, Quadia has invested over € 270 million across Europe since inception and currently specialises in direct impact investments. In line with its mission of “financing companies that contribute to the transition towards a Regenerative Economy,” Quadia targets SMEs which have positioned their strategic development on products and services that

provide positive social or environmental impacts, in particular in the areas of food, responsible consumption and sustainable energy. For more information, visit www.quadia.ch.

Annex II – Amendment articles of association of the STAK

Continuous text of Articles of Association¹²

**Stichting Administratiekantoor
Crowdfunders FairPhone**

ARTICLES OF ASSOCIATION

Definitions

Foundation

this foundation bearing the name as mentioned in article 1.1.;

Board

the management board of the Foundation;

Company

FairPhone B.V., a private company with limited liability incorporated under Dutch law, having its registered office in Amsterdam, the Netherlands, registered in the trade register of the Chamber of Commerce under number 55901964;

Shares

the class A-I or class A-II voting shares in the capital of the Company, each with a nominal value of one hundredth euro cent (EUR 0.0001), that have been acquired by the Foundation against issue of Depositary Receipts thereof, or the shares superseding said shares by operation of law;

Depositary Receipts

the registered depositary receipts issued by the Foundation of Shares, for each of which Share one (1) depositary receipt will be issued, with a nominal value of one hundredth eurocent (€ 0.0001) each, numbered with identical numbering as such underlying Share;

in writing

means each message transmitted through all current channels of communication, which is evidenced in writing, including a legible and reproducible message sent electronically, addressed to or originating from the address that has been communicated to the respective party for that purpose.

Name and Registered Office

Article 1

1. The Foundation bears the name: **Stichting Administratiekantoor Crowdfunders**

¹ NTD: ND Notary will prepare a partial notarial deed of amendment to the articles of association, which will need to be resolved upon by Board and DR holders. The current continuous text has already been prepared as such for readability purposes.

² NTD: Lay-out of draft will be updated.

FairPhone.

2. The Foundation has its registered office in the municipality of Amsterdam, the Netherlands.

Object

Article 2

1. The Foundation has as its object to acquire title to Shares, for the purpose of holding and administering those Shares, in consideration for which the Foundation shall issue Depositary Receipts and dispose of such Shares as specified in the applicable trust conditions; to acquire, hold, dispose of and encumber Shares for its own account; to exercise voting rights – if applicable – and other rights attached to the Shares; to collect share dividends and other benefits, and to pay such benefits to the holders of Depositary Receipts, as well as the undertaking of any activity related thereto, with due observance of the applicable trust conditions.
2. The Foundation shall carry out its activities in such a manner that it supports the sustainable success of the Company's mission, the interests of the Company, the Company's enterprise and its stakeholders.
3. The pledging or otherwise encumbering of the Shares acquired in trust by the Foundation shall be excluded from the object.

Board: composition, appointment, retirement

Article 3

1. The Board shall consist of one or more Board members, to be appointed by the Company.
2. Board members are appointed either for an indefinite period or for a maximum term of four years. Members of the Board which are appointed for a limited period of time will resign according to a schedule that is to be established by the Board. A Board member that has resigned according to the schedule shall be eligible for reappointment immediately.
3. One Board member shall fulfil the position of president.
4. The membership of a Board member shall cease:
 - a. upon his death;
 - b. by his retirement from the Board, voluntarily or compulsory in conformity with the retirement schedule;
 - c. in the event that he is declared bankrupt or granted a suspension of payments;
 - d. in the event that he is placed under guardianship (*curatele*);
 - e. in the event an administrator (*bewindvoerder*) in respect of his property by law;
 - f. by his dismissal effected by the body that appointed him;
 - g. by his dismissal pursuant to a court in the events provided for by law.
5. Where one or more Board members are no longer in office or are unable to act, the remaining Board member(s) shall be provisionally charged with the entire management of the Foundation. Where all Board members or the only Board member are/is no longer in office or

are/is unable to act, the management shall be provisionally conducted by one or more persons designated for that purpose by the Company.

Board: tasks and powers, remuneration

Article 4

1. The Board shall be charged with the management of the Foundation. In performing their duties, Board members shall be guided by the interests of the Foundation and of the enterprise or organisation connected with it.
2. The Board shall not have the power to enter into agreements as envisaged in article 2:291 paragraph 2 of the Dutch Civil Code.
3. The Board may grant Board members remuneration in conformity with the importance and scope of the tasks their position involves.

Board: representation

Article 5

The Board shall represent the Foundation. The representative authority shall also be vested in each individual Board member.

Board: adoption of resolutions

Article 6

1. Board meetings shall be held prior to each meeting as provided in the articles of association of the Company at which voting rights can be exercised on the Shares acquired in trust by the Foundation, unless resolutions are adopted for all motions indicated in the convocation notices to that meeting in the manner described in Article 6.10. Furthermore, meetings shall be held whenever a Board member considers this desirable.
2. Board meetings shall be convened in writing with a detailed explanation of the business to be transacted, at least three business days in advance. In the event that the meeting was not convened in writing, or any topics are addressed that were not indicated in the convocation notices, or the meeting was convened in a term shorter than three business days, resolutions may nevertheless be adopted, provided that all Board members are present and none of them opposes this decision-making process.
3. Board meetings shall be held at a place to be decided by the person convening the meeting.
4. The Board members, as well as any persons admitted by the Board members present at the meeting, shall have access to the meetings. A Board member may have himself represented at a meeting by a fellow Board member on presentation of a written power of attorney. A Board member may only act as the proxy for one of his fellow Board members.
5. Each Board member shall have the right to cast one vote.
6. As far as these articles of association do not prescribe a larger majority, all Board resolutions shall be passed by an absolute majority of votes cast, representing the absolute majority of the number of Board members in office. Blank votes shall be considered as not

having been cast.

7. All votes at the meeting shall be oral, unless a Board member present at the meeting requires a written vote to be taken, in which case the votes shall be cast by means of unsigned ballots.
8. Meetings shall be chaired by the president, or in his absence, by another Board member to be designated by the Board.
9. Minutes shall be kept of proceedings of meetings by a person designated by the chairman of the meeting. At the same or the next meeting, these minutes shall be adopted and signed in evidence thereof by the chairman and the minute taker.
10. The Board can also adopt resolutions without holding a meeting, provided that all Board members are given the chance to cast their votes, and all have declared in writing not to oppose this manner of decision-making. Notwithstanding the provisions of the previous phrase, a resolution shall be passed as soon as the required majority to all Board members have declared themselves to be in favour of the motion in writing.
11. The Board shall make a record of a resolution adopted without holding a meeting, which will be added to the minutes, together with the documents referred to in the previous paragraph.

Financial year and annual accounts

Article 7

1. The financial year of the Foundation shall be the calendar year.
2. The Board shall be required to ensure that records of the financial situation of the Foundation shall be kept in such a manner as to show at all times its assets and liabilities.
3. Within six months after the end of each financial year, the Board shall prepare a balance sheet and a statement of income and expenditure of the Foundation.
4. Before adopting the documents referred to in Article 7.3, the Board may have them examined by an expert to be appointed by the Board as envisaged in article 2:393 of the Dutch Civil Code, or an organization in which such experts cooperate. This expert shall report on his audit to the Board and set out the results of his audit in a certificate attesting whether the annual accounts give a true and fair view.
5. The Board will make a copy of the documents referred to in Articles 7.3 and 7.4 available to the Depositary Receipt holders free of charge.
6. The Board shall be obliged to keep the documents referred to in Articles 7.3 and 7.4 for ten years.

Meetings of holders of Depositary Receipts

Article 8

1. Meetings of holders of Depositary Receipts shall be held in the event that a resolution must be passed by the meeting of Depositary Receipt holders (i) pursuant to these articles of

association or (ii) pursuant to any trust conditions adopted under these articles of association, in which case only the Depositary Receipt holders belonging to the category to which the trust conditions concerned apply will have this right, or (iii) as often as the Board deems this desirable. Furthermore, the Board shall be obliged to convene a meeting of Depositary Receipt holders upon written and reasoned request from a number of Depositary Receipt holders representing twenty-five percent (25%) of the overall nominal value of the Depositary Receipts issued. In the event that such a request is not complied with within fourteen days, the requesting person(s) shall have the power to convene a meeting.

2. Meetings of holders of Depositary Receipts shall be convened in writing with a detailed explanation of the business to be transacted, at least ten days in advance. In the event that the meeting was not convened in writing, or any topics are addressed that were not indicated in the convocation notices, or the meeting was convened in a term shorter than ten days, resolutions may nevertheless be adopted, provided that all Depositary Receipt holders are present and none of them opposes this decision-making process, and the meeting is held with the prior knowledge of the Board.
3. Meetings of Depositary Receipt holders shall be held in the municipality where the Foundation has its registered office or its office address.
4. The Depositary Receipt holders, the chairman of the meeting, the Board members, as well as any persons invited by the meeting shall have access to the meetings. A Depositary Receipt holder may have himself represented at a meeting by a fellow Depositary Receipt holder on presentation of a written power of attorney. A Depositary Receipt holder may also give written power of attorney to a civil-law notary, attorney, chartered accountant or an accountant-business administration consultant to represent him at the meeting. In the event that a meeting of Depositary Receipt holders arises from trust conditions, only the Depositary Receipt holders belonging to the category to which these trust conditions apply will have this right to attend and to vote at the meeting.
5. Each Depositary Receipt carries the right to cast one vote.
6. As far as these articles of association do not prescribe a larger majority, all resolutions shall be passed by an absolute majority of votes cast. Blank votes shall be considered as not having been cast. If, in the event of a vote regarding persons, none of the persons obtains an absolute majority, a second free vote shall be taken. If again no person has obtained the absolute majority in the second ballot, re-votes shall be taken until either one person has obtained the absolute majority, or the votes between two persons and are equally divided. In the aforesaid re-votes (not including the second vote), voting shall always be between the persons who were voted for in the previous vote, with the exception of the person who had obtained the smallest number of votes in that previous vote. In the event

that the votes between two persons are equally divided, a drawing of lots shall decide who is elected. If the votes are equally divided on other subjects than the election of persons, a drawing of lots shall decide.

7. All votes at the meeting shall be oral, unless a Depositary Receipt holder present at the meeting requires a written vote to be taken, in which case the votes shall be cast by means of unsigned ballots.
8. Meetings shall be chaired by a person to be designated by the Board. If the meeting is not chaired in this way, the meeting shall appoint its own chairman.
9. Minutes shall be kept of proceedings of meetings by a person designated by the chairman of the meeting. At the same or the next meeting, these minutes shall be adopted and signed in evidence thereof by the chairman and the minute taker.
10. The meeting of Depositary Receipt holders can also adopt resolutions without holding a meeting, provided that all Depositary Receipt holders are given the chance to cast their votes, and all have declared in writing not to oppose this manner of decision-making. Notwithstanding the provisions of the previous phrase, a resolution shall be passed as soon as the required majority of votes have been cast in favour of the motion.
11. The Board shall make a record of a resolution adopted without holding a meeting, which will be added to the minutes, together with the documents referred to in the previous paragraph.

Amendment of the articles of association

Article 9

1. The Board shall be authorized to amend these articles of association.
2. A resolution of the Board to amend the articles of association can only be adopted at a meeting at which all Board members are present or represented. The notice convening the meeting at which an amendment to the articles of association will be proposed shall include a copy of such motion containing the verbatim text of the proposed amendment.
3. A resolution to amend the provisions in the articles of association relating to the object of the Foundation, the meeting of Depositary Receipt holders, dissolution and liquidation, assignment of the task of the Foundation to another entity, as well as the provisions of this paragraph, shall require the approval of the meeting of Depositary Receipt holders, which can only approve such resolution with an absolute majority of the votes cast at a meeting where at least the holders of half of the issued Depositary Receipts are present or represented. The notice convening the meeting at which approval of a resolution to amend the articles of association will be proposed shall include a copy of such motion, containing the verbatim text of the proposed amendment.
4. In the event that the quorum at a meeting as referred to above in this Article is not met, a second meeting shall be convened, to be held no sooner than two and no later than

four weeks after the first meeting. At this second meeting a legally valid resolution may be passed on the motion as addressed at the first meeting, regardless of the number of Depositary Receipt holders present or represented.

5. An amendment to the articles of association shall only enter into effect after a notarial deed has been drawn up. The Board shall be authorized to have such deed executed.

Dissolution and winding up

Article 10

1. The Board shall be authorized to dissolve the Foundation.
2. The provisions of Article 9.2 through 9.4 shall apply to the Board resolution to that effect.
3. Liquidation of the Foundation upon its dissolution shall be effected by the Board.
4. After its dissolution, the Shares held by the Foundation shall be transferred to the holders of Depositary Receipts in return for their decertification, unless the task of the Foundation is transferred by Board resolution to another entity, and the relevant resolution is adopted by the meeting of Depositary Receipt holders in the manner prescribed in Article 9.3 and 9.4, in which case the Shares held by the Foundation against issue of Depositary Receipts will be transferred to that entity.
5. After termination of the winding up, the books and records of the dissolved Foundation shall be deposited for the duration of the term prescribed by law with a person to be appointed by the liquidators.

Trust conditions

Article 11

1. The Board sets out conditions for the administration of Shares in a notarial or private deed ("trust conditions"), and shall have the power to resolve to amend such conditions. The Board may adopt separate trust conditions for various categories of holders of Depositary Receipts.
2. A resolution to amend the trust conditions must be adopted in the manner prescribed in Article 9.3 and 9.4.

Final Provision

Article 12

In all cases not provided for by law and these articles of association, the Board shall decide.

Annex III – Amendment administration conditions of the STAK

Crowdfunders Trust Conditions
Stichting Administratiekantoor Crowdfunders FairPhone¹²

Trust Conditions _____

Definitions _____

Article 1. _____

Shares _____

the class A-I or class A-II voting shares in the capital of the Company, each with a nominal value of one hundredth euro cent (EUR 0.0001), that have been acquired by the Foundation against issue of Depositary Receipts thereof, or the shares superseding said shares by operation of law; _____

Depositary Receipts _____

the registered depositary receipts issued by the Foundation of Shares, for each of which Share one (1) depositary receipt will be issued, with a nominal value of one hundredth euro cent (€ 0.0001) each, numbered with identical numbering as such Share; _____

Unissued Shares _____

the Shares for which no Depositary Receipts have been issued yet and which have been acquired by the Foundation with a view to a future issue of Depositary Receipts; _____

Shareholder _____

a holder of shares in the Company's capital; _____

Board _____

the management board of the Foundation; _____

Agreement _____

the agreement as entered into between Shareholders, as amended from time to time; _____

¹ NTD: ND Notary will prepare a partial notarial deed of amendment to the trust conditions, which will need to be resolved upon by Board and DR holders. The current continuous text has already been prepared as such for readability purposes.

² NTD: Lay-out of draft will be updated.

Foundation _____

Stichting Administratiekantoor Crowdfunders FairPhone, a foundation incorporated under the laws of the Netherlands, having its registered office in Amsterdam, the Netherlands, with address Jollemanhof 17, 1019 GW Amsterdam, the Netherlands; _____

Company _____

FairPhone B.V., a private company with limited liability incorporated under Dutch law, having its registered office in Amsterdam, the Netherlands, with address Jollemanhof 17, 1019 GW Amsterdam, the Netherlands, registered in the trade register of the Chamber of Commerce under number 55901964; _____

in writing _____

means each message transmitted through all current channels of communication, which is evidenced in writing, including a legible and reproducible message sent electronically, addressed to or originating from the address that has been communicated to the respective party for that purpose. _____

Depository Receipts _____Article 2. _____

1. The Shares are registered in the name of and belong to the capital of the Foundation and as such the Foundation can, with due observance of the provisions of its articles of association and these trust conditions, perform all acts of administration and disposal with regard to the Shares, but is not authorized to alienate or encumber the Shares, without prejudice to the provisions in these trust conditions and the articles of association of the Foundation on decertification, unless this is done in execution of the provisions of the Agreement and these trust conditions. _____
2. The Foundation will issue for each Share, except for an Unissued Share, one (1) depository receipt, with a nominal value of one hundredth euro cent (€ 0.0001) each, numbered with identical numbering as such Share. The articles of association of the Company evidence that no right to attend general meetings of shareholders of the Company is attached to the Depository Receipts. _____
3. Depository Receipts shall be registered and are referred to in the same way as the Shares for which they are issued. No certificates of Depository Receipts shall be issued.

Register of Holders of Depository Receipts _____Article 3. _____

1. The Board shall keep a register containing the names and addresses of all holders of Depository Receipts. The register shall be updated regularly. In the event of the transfer of Depository Receipts, the register shall only be amended if the conditions of Article 4 have been met. _____
2. In the register the names and addresses shall also be included of persons having a right

- of usufruct or pledge on the Depositary Receipts. _____
3. When requesting the registration of a right of usufruct or pledge, the right holders must notify the Foundation who is entitled to the rights to attend meetings and the voting rights attached to the Depositary Receipts, and to whom the benefits relating to the relevant Depositary Receipts should be paid. This information will also be included in the register.
 4. Each person registered in the register shall be obliged to ensure that his address and bank account number are known to the Foundation and that all changes thereof are communicated to the Board in writing in time at the responsibility of the registered person.
 5. The Board shall provide any person registered in the register upon request with a free extract, relating to his right to a Depositary Receipt. If a right of usufruct or a pledge is vested in the Depositary Receipt, this extract shall also contain the information referred to in Article 3.3. _____
 6. The Board shall deposit the register at the office of the Foundation for inspection by the holders of Depositary Receipts, as well as the above-mentioned usufructuaries and pledgees. _____

Transfer _____

Article 4. _____

The transfer of Depositary Receipts shall require an authentic or private deed of transfer in which the provisions of Article 5 are set out; the rights attached to the Depositary Receipts can only be exercised by the transferee if a notification of the transfer has either been received by the Foundation or a true copy of the transfer deed has been served upon it. _____

Share Transfer Restrictions. Usufruct and Pledge. _____

Article 5. _____

1. In the event that Depositary Receipts are transferred, the transfer restrictions, (if and as far as) set out in the articles of association of the Company as they read at the time concerned, shall not apply, except as provided for in Article 6. However, any transfer of Depositary Receipts may only take place with the prior approval of the Board. The Board shall not unreasonably withhold its approval, provided that the transferee has agreed unconditionally and irrevocably to the terms and conditions of transfer of Depositary Receipts as contained in these trust conditions. _____
2. A right of usufruct may be established on Depositary Receipts. A right of pledge may only be established on Depositary Receipts upon the prior approval by the general meeting of the Company. _____

Effectuation tag-along/drag-along right _____

Article 6. _____

1. If an offer is made for all Depositary Receipts and a number of holders of Depositary Receipts representing at least sixty percent (60%) of the Depositary Receipts issued by the

Foundation agree to sell their Depositary Receipts, then the Company will have the right to require all holders of Depositary Receipts to co-sell their Depositary Receipts, against the same price and under the same conditions._____

2. In the event that one or more Shareholders holding such percentage of shares in the Company's capital which triggers the drag-along provision set out in the Agreement, or in any event if one or more Shareholders holding together more than fifty percent (50%) of the Company's issued share capital, have found a bona fide third party willing to buy all shares in the Company's capital, these Shareholders will have the right to require all holders of Depositary Receipts to co-sell their Depositary Receipts, against the same price and under the same conditions (the "**Drag-Along Provision**")._____
3. In the event that one or more Shareholders holding such percentage of the shares in the Company's capital which triggers the tag-along provision set out in the Agreement, or one or more Shareholders holding a fifty percent (50%) or more of the Company's issued capital not held by the Foundation, wish to transfer their shares, and the Drag-Along Provision has not been effectuated, then every holder of Depositary Receipts shall have the right to co-sell a part of the Depositary Receipts, *pro rata parte*, against the same price and under the same conditions (the "**Tag-Along Provision**")._____
4. The Tag-Along Provision can be executed within twenty (20) business days after being given the opportunity to do so by the management board of the Company, by informing the Board in writing that it wishes to exercise its right. _____
5. Instead of transferring the Depositary Receipts pursuant to paragraphs 1, 2 or 3 of this Article, the underlying Shares may be transferred directly by the Foundation to the prospective transferee(s). Following such transfer of a Share, the Foundation will cause the purchase price amount received to be transferred *pro rata parte* to the holders of the Depositary Receipts issued against such Share. The provisions of Articles 7.1. and 7.3. shall apply accordingly._____
6. As a result of the transfer of a Share and payment of the purchase price pursuant to the paragraphs 1, 2 or 3 and 5 of this Article, the Depositary Receipts issued against such Share shall terminate, without any additional action and without any compensation being due._____

Distribution to holders of Depositary Receipts_____

Article 7._____

1. The Foundation will collect all dividends and all other distributions on the Shares, and will promptly upon receipt make such dividends or similar other distributions available to the holders of Depositary Receipts, less the costs to be incurred by the Foundation. _____
In the case of distribution of bonus shares or class A-I shares or class A-II shares paid out in the form of stock dividend to the Foundation, the Foundation will award to each holder

of Depositary Receipts a pro rata number of Depositary Receipts corresponding to those Shares. Those Depositary Receipts shall be subject to the provisions of these trust conditions and the articles of association of the Foundation. _____

The Foundation shall exclusively use any dividends or other distributions paid on the Unissued Shares after collection to make a share premium contribution on the Shares held by it. _____

2. As a result of payment of liquidation proceeds received on Shares to holders of Depositary Receipts, the obligations arising from this administration of Shares against issuance of depositary receipts shall lapse. _____
3. The rights to dividend or any other distribution from the Depositary Receipts vis-à-vis the Foundation shall lapse five years after such dividend or other distribution became payable. In that case, such dividend or other distribution will be returned to the Company.

Pre-emptive rights and anti-dilution _____

Article 8. _____

1. If the Company wishes to issue new class A-I shares or class A-II shares, the Foundation shall pursuant to the Agreement and the articles of association of the Company have a pre-emptive right to acquire additional class A shares. The pre-emptive right shall not apply to class A-I shares or class A-II shares issued to employees of the Company or a group company in conformity with Article 2:206a section 1 Dutch Civil Code nor to shares in the capital of the Company of any other class or denomination. _____
2. If the Foundation has been informed by the Company that it has a pre-emptive right to subscribe for class A-I shares or class A-II shares, the Foundation shall at its earliest convenience grant the relevant holders of Depositary Receipts a right to acquire additional Depositary Receipts, pro rata to the Depositary Receipts already held by them, as well as notify the holders of Depositary Receipts of the term, being three (3) to five (5) business days, within which they will have to exercise such right. The Foundation shall use the pre-emptive right in the same proportion as that in which the holders of Depositary Receipts use the rights granted to them. _____
3. In the event that a holder of Depositary Receipts uses the right granted to him under paragraph 1, the Board shall inform him which subscription amount must be paid up to or to the Company on behalf of the Foundation and within which term. _____
The Foundation shall waive its pre-emption rights as described in paragraph 1 regarding such number of Shares as corresponding with the number of Depositary Receipts to which a holder of Depositary Receipts is entitled towards the Foundation in accordance with paragraph 2 is entitled, if such holder of Depositary Receipts: _____
 - a. has not confirmed its interest to acquire that number of Depositary Receipts to the Foundation within the response period the Foundation of its interest to acquire that

- number of Depositary Receipts; and _____
- b. has not transferred within the period provided by the Board the subscription amount to the account in the name of the Foundation or, at the request of the Foundation, to the account in the name of the Company. _____
4. In the event that the Foundation acquires additional class A-I shares or class A-II shares pursuant to an anti-dilution arrangement agreed upon in the Agreement or otherwise, the Foundation will issue Depositary Receipts the additional class A-I or class A-II shares numbered with identical numbering as the additional class A share to the relevant holders of Depositary Receipts.
5. The Depositary Receipts awarded pursuant to this Article 8 shall be subject to the provisions of these trust conditions and the articles of association of the Foundation. _____

Termination of administration _____

Article 9. _____

1. Only the Board may resolve to terminate the full or partial administration of the Shares, with due observance of the relevant provisions in the articles of association of the Foundation. Holders of Depositary Receipts cannot request the termination of administration of the Shares, unless the Foundation is dissolved. _____
2. After the end of the administration, the obligations arising from the administration of Shares against issuance of Depositary Receipts shall lapse (the Depositary Receipts will have terminated) and the shares corresponding to the Depositary Receipts shall be transferred to the relevant holders of Depositary Receipts. Alternatively, at the discretion of the Board and upon the end of the administration, either partial or in full, the holders of Depositary Receipts will receive from or on behalf of the Foundation in consideration for the terminated Depositary Receipts against which no Shares have been transferred a compensation in cash based on a valuation per Share established by an independent expert in the manner as provided in the articles of association of the Company, as they read from time to time.
3. The Foundation may agree to dispose and dispose of Shares for which Depositary Receipts have been issued through a transfer of Shares to a third party followed by a distribution of the proceeds (for or on behalf of the Foundation) of such transfer to the relative Depositary Receipt holder against termination of the administration of their corresponding Depositary Receipts. _____

Amendment _____

Article 10. _____

1. The provisions of these trust conditions may only be amended by the Board at a meeting at which all Board members are present or represented following the prior approval of the meeting of holders of Depositary Receipts, which may only approve such resolution by an absolute majority of votes cast at a meeting where the holders at least half of the issued

Depository Receipts is present or represented. The notice convening the meeting at which approval of a resolution to amend these trust conditions will be proposed shall include a copy of such motion, containing the verbatim text of the proposed amendment. The amendment shall enter into force and effect vis-à-vis the Foundation and all holders of Depository Receipts when it is set out in a notarial or private deed. Each individual Board member shall have the power to execute the deed concerned. _____

2. In the event that the quorum at a meeting as referred to above in this Article is not met, a second meeting shall be convened, to be held no sooner than two and no later than four weeks after the first meeting. At this second meeting a legally valid resolution may be passed on the motion as addressed at the first meeting, regardless of the number of depository receipt holders present or represented. _____
3. The Board shall promptly notify each person registered in the register of holders of Depository Receipts of any change to the articles of association or these trust conditions.

Exercise of Voting Rights and other Shareholders' Rights _____

Article 11. _____

1. The voting right – if applicable – and all other control rights attached to the Shares shall be exercised by the Foundation at its discretion, with due observance of the law, the articles of association of the Foundation and these trust conditions. _____
2. In deviation of the paragraph 1 of this Article, the Board shall only exercise the voting rights – if applicable – on the Shares and any other rights in respect of an amendment of the articles of association of the Company) in such a manner that the economic rights of the Foundation – and accordingly the rights of the holders of Depository Receipts – shall be materially affected in an adverse manner compared to the other shareholders of the Company, following receipt of prior approval of the meeting of holders of Depository Receipts, which resolution is adopted by an absolute majority of votes cast.