

DEPOSITARY RECEIPTS SUBSCRIPTION AGREEMENT

Date: [calculate_date_now]

Subscription agreement relating to the transfer of shares in the Company (as defined below) to the STAK (as defined below), which in its turn will issue depositary receipts for shares on the terms and conditions set out in this subscription agreement ("**Agreement**"), the terms and conditions of the STAK as amended from time to time (the "**Trust Conditions**"), the articles of association of the STAK as amended from time to time (the "**Articles of Association STAK**"), the articles of association of the Company as amended from time to time (the "**Articles of Association**") and AFM information document dated 30 January 2023 ("**AFM Document**").

THE UNDERSIGNED:

[conditional_invest_as_person]1. [investor_first_name] [investor_last_name], born on [investor_birth_date], with e-mail address [investor_email] (hereinafter: the "**Investor**"); en[/conditional_invest_as_person][conditional_invest_as_company]1. [investor_company_name], registered at the address [investor_company_address] [investor_company_address_2], [investor_company_postal_code] [investor_company_city], [investor_company_state], [investor_company_country], validly represented by its director [investor_first_name] [investor_last_name], born on [investor_birth_date], with e-mail address [investor_email] (hereinafter: the "**Investor**"); and[/conditional_invest_as_company]

2. **Stichting Administratiekantoor Crowdfunders FairPhone**, a foundation with its statutory seat in Amsterdam, its office address at Van Diemenstraat 200, 1013 CP Amsterdam, and registered with the trade register of the Chamber of Commerce under number 73457221 (the "**STAK**"),

each a "**Party**" and together the "**Parties**".

WHEREAS:

- A. The object of the STAK is, among other objects, to subscribe for, acquire and hold, in its own name or otherwise, shares in the capital FairPhone B.V., a private company with limited liability, having its registered office in Amsterdam, the Netherlands at Van Diemenstraat 200, 1013 CP Amsterdam, registered in the trade register of the Dutch Chamber of Commerce under number 61093904 (the "**Company**"), as well as to issue depositary receipts thereof.
- B. The Company has 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 € 5.0840 (the "**Transaction**"). The Transaction entails both a sale of (depositary receipts of) shares in the Company and an investment of growth capital for the Company.
- C. As part of the Transaction, certain selling shareholders of the Company ("**Selling Shareholders**") wish to sell and transfer shares in the Company, each with a nominal value of € 0.01 and after the contemplated share split € 0.0001 (the "**Shares**" and each a "**Share**") to the STAK at a price of € 5.0840 per Share.
- D. For each Share acquired by the STAK, the STAK will issue a depositary receipt of Shares for a price of € 5.0840 to one or more depositary receipt holders.

- E. The Investor received a notice ("**Notice**") from the Company (via Oneplanetcrowd International B.V. ("**OPC**")) on 31 January 2023 with the right to acquire a certain number of depositary receipts of Shares, such number of depositary receipts is hereinafter referred to as the "**Depositary Receipts**".
- F. The Investor wishes to acquire the Depositary Receipts for a total amount of: € [pledge_amount] (the "**Investment Amount**") rounded down.
- G. The Investor can only subscribe for the maximum number of Depositary Receipts at set out in the Notice.
- H. In this Agreement the Parties lay down the terms and conditions applicable to the subscription of the Depositary Receipts.

AGREE AS FOLLOWS:

1. Subscription

- 1.1. The Investor hereby purchases Depositary Receipts for an aggregate total amount of the Investment Amount from the STAK.
- 1.2. The Investment Amount shall be paid by the Investor into the third party bank account of Stichting Derdengelden Buckaroo ("**Buckaroo**") as soon as possible, but in any event within two (2) days after electronic execution of this Agreement by the Investor. If the amount is not received or not received in full within two (2) days, the STAK or OPC on behalf of the STAK, may terminate and dissolve this Agreement and neither Party shall have any claim under this Agreement of any nature against the other Party. Accordingly, no Depositary Receipts shall be issued to the Investor. Payments received after 21 February 2023 will be refunded and the investment will be automatically canceled.
- 1.3. The Investor acknowledges that it has reviewed all available information provided to it in connection with the right to acquire a certain number of depositary receipts of Shares and hereby confirms that it fully understands the risks associated with the purchase of the Depositary Receipts.

2. Acquisition and issuance of Depositary Receipts and power of attorney

- 2.1. As soon as possible after the STAK has acquired the relevant underlying Shares, it shall issue and deliver the Depositary Receipts to the Investor pursuant to a private deed of issue.
- 2.2. The rights attached to the Depositary Receipts can be exercised by the Investor only after the Investor has acquired the Depositary Receipts. The issue or delivery of Depositary Receipts requires an authentic or private deed.
- 2.3. The Investor hereby grants an unconditional and irrevocable power of attorney to the STAK with full power of substitution (*ondervolmacht*), to represent the Investor in all matters in relation to the acquisition of the Depositary Receipts and to complete the purchase, issuance and delivery of the Depositary Receipts, to execute a deed of issuance of Depositary Receipts and other relevant documents on behalf of the Investor and to do any other thing, and perform any (legal) act (including acts of disposition (*daden van beschikking*)), which in the opinion of the STAK may be necessary or desirable in connection with the acquisition of the Depositary Receipts by the Investor. The Investor expressly authorizes the STAK to act where the STAK (also) acts as the

Investor's counterparty within the meaning of section 3:68 DCC or as representative of the Investor's counterparty. Pursuant to this power of attorney, the issuance of Depository Receipts can be completed as efficiently as possible and no further acts are required from the Investor.

- 2.4. Within ten (10) business days after the end of the subscription period referred to in AFM Document, OPC will instruct the payment provider Buckaroo to transfer the Investment Amount to the bank account in name of the Company as designated by the STAK for this purpose (after deduction of costs and fees as may be with the Company).
- 2.5. If closing of the Transaction does not occur on or prior to 31 March 2023, the Investor has the right to terminate and rescind the Agreement upon which the Depository Receipts shall be cancelled and the Company shall repay the Investment Amount in full within five (5) business days.
- 2.6. After OPC has instructed Buckaroo to transfer the Investment Amount, the services of OPC will fully cease and terminate. OPC does not perform the management of the STAK or Depository Receipts. Any questions of an Investor should thereafter be addressed to the board of the STAK and the Company directly. OPC shall not be liable for any failure by the STAK and/or the Company to fulfil its obligations to the Investor and/or any obligations of the Investor to the Company and/or the STAK.

3. Trust Conditions

- 3.1. The legal relationship between the Investor and the STAK will be governed by the Articles of Association STAK, the Trust Conditions and this Agreement. The Investor has taken cognizance of the Articles of Association STAK and the Trust Conditions and agrees to be legally bound to the provisions thereof.
- 3.2. The Parties acknowledge and agree that the Investor has not been granted the meeting rights as referred to in article 2:227 of the Dutch Civil Code in the Articles of Association, as a consequence whereof no such rights can be exercised in relation to the Depository Receipts or the Company. The Investor hereby waives any and all rights he may have pursuant to article 3:259 of the Dutch Civil Code, including for the avoidance of doubt the ancillary right of pledge.
- 3.3. The Parties acknowledge and agree that the STAK shall exercise the voting rights of the Shares and all other rights relating to the Depository Receipts at its own discretion with due observance of the provisions of the Trust Conditions, the Articles of Association STAK and the shareholders' agreement of the Company as amended from time to time.

4. Final provisions

- 4.1. The Parties hereby irrevocably waive, to the extent not expressly agreed otherwise in this Agreement, the right to rescind (*ontbinden*) or annul (*vernietigen*) this Agreement in whole or in part or to claim full or partial rescission or annulment of this Agreement pursuant to sections 6:265 et seq. of the Dutch Civil Code (*tekortkoming in de nakoming*), 6:228 of the Dutch Civil Code (*dwaling*) or any other basis under any applicable law and any right under section 6:230 of the Dutch Civil Code to claim in court that the effects of this agreement be modified to remove any disadvantage.
- 4.2. If any provision in this Agreement should be void (*nietig*) or voidable (*vernietigbaar*), that shall not affect the validity of all other provisions in this Agreement.

- 4.3. To the extent any provision in this Agreement is included for the benefit of OPC or the Company, such provision is included as an irrevocable third-party stipulation for no consideration as referred to in Article 6:253 of the Dutch Civil Code. The Parties, OPC and the Company hereby knowledge and accept this third-party stipulation to the extent such acceptance is necessary. Each of OPC and the Company may require the Parties to comply with all provisions and obligations that follow from this Agreement in order to protect its rights arising out of or in connection to this Agreement.
- 4.4. OPC shall not be liable for any damages or costs incurred by the STAK and/or Investor as a result of this Agreement, except in the event of fraud, wilful misconduct or deliberate recklessness on the part of OPC. OPC's liability shall at all times be limited to compensation for direct damages and no indirect damages.
- 4.5. Each Party accepts that the general terms and conditions of OPC ("**General Terms and Conditions OPC**") apply to the services of OPC in relation to this Agreement and confirms that such Party has taken note of the General Terms and Conditions OPC. The General Terms and Conditions OPC can be consulted and downloaded here: <https://www.oneplanetcrowd.com/nl/s/terms-and-conditions>. Each Party hereby expressly agrees to the electronic delivery of the General Terms and Conditions. In case of conflict between the provisions of this Agreement and the General Terms and Conditions, the provisions of this Agreement shall prevail.
- 4.6. This Agreement may be signed electronically in multiple copies.
- 4.7. This Agreement, and any contractual and non-contractual obligation arising therefrom, shall be governed by Dutch law.
- 4.8. Any dispute in connection with this Agreement, and any contractual non-contractual obligation arising therefrom, shall be submitted exclusively to the competent courts of Amsterdam, the Netherlands.

Thus agreed electronically on [calculate_date_now] by

Investor,
[conditional_invest_as_person]
[investor_first_name] [investor_last_name], born on [investor_birth_date], with email address [investor_email],
[/conditional_invest_as_person]
[conditional_invest_as_company]
[investor_company_name], validly represented by [investor_first_name] [investor_last_name], born on [investor_birth_date], with email address [investor_email],
[/conditional_invest_as_company]

and

Stichting Administratiekantoor Crowdfunders FairPhone, validly represented by E.I. Gouwens and A.H. Tillemans.

E.I. Gouwens

A.H. Tillemans