

**InWest Transitiefonds B.V., part of the ROM InWest group.  
General Investment Conditions dated May 15<sup>th</sup>, 2023**

*This is an English translation of the original Dutch "InWest Transitiefonds B.V. , onderdeel van de groep ROM InWest Algemene Investeringsvoorwaarden d.d. 15 mei 2023". In case of a discrepancy between the original Dutch version and this English translation, the original Dutch version will prevail.*

## **Introduction**

InWest Transitiefonds B.V. (the "**Fund**") was established with the aim of supporting companies that accelerate the energy transition and transition to a circular economy. Does your Proposal fit the Fund and does the Quickscan also confirm it does? Then you can submit an application. If the Fund Management also considers that your Proposal can fit with the Fund, your application will be considered.

### **1. Definitions**

**Circularity:** substantial reduction in the use of primary raw materials compared to the 'business as usual' scenario where reductions are achieved incrementally, which reduction is achieved by or because of the Company's deployment.

**Company (or Companies):** a company that wishes to be considered for Financing by the Fund and for this purpose has submitted a Preliminary and/or Definitive Project Plan to the Fund, or has entered into a Financing Agreement with the Fund.

**De-minimis:** European Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de-minimis aid or schemes replacing it.

**Energy Transition:** the transition to a situation in which the energy supply is structurally different in nature and form than in the current energy system, resulting in or enabling lower CO<sub>2</sub> emissions.

**Financial Return:** the profitability and cash flow of the financed business activities over a specified period.

**Financing:** the provision of capital in the form of loan(s) or participation.

**Financing Agreement:** an agreement between the Fund and the Company regarding the Financing of business activities.

**Fund: InWest Transitiefonds B.V.:** a private limited liability company, registered in the trade register of the Dutch Chamber of Commerce under number 84149248, of which InWest Regio B.V. is the sole shareholder.

**Fund Capital:** the total capital committed by the shareholders of the Fund, which can be used to finance Proposals of Companies.

**Fund Management:** the fund manager of the Fund, who, together with designated employees of the Fund, is appointed to assess Project Plans of the Companies and, in the event of a positive assessment, submit them to the Investment Committee.

**General Block Exemption Regulation:** Regulation (EU) No 651/2014 of the European Commission of 17 June 2014 [OJEU (214) L 187] declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (also referred to as “GBER”) or schemes replacing it.

**Investment Committee (“IC”):** the independent advisory committee of the Fund consisting of external members who assess Proposals submitted by the Fund Management and provide advice to the Fund Management on entering into Financing with a Company.

**InWest MKB-fonds B.V.:** a private limited liability company, registered in the trade register of the Dutch Chamber of Commerce under number 84149655, of which ROM InWest B.V. is the sole shareholder.

**InWest Regio B.V.:** a private limited liability company, registered in the trade register of the Dutch Chamber of Commerce under number 84144823.

**Loan(s):** provision of a sum of money by the Fund to the Company, which must be repaid at an agreed time or times. The Loan can have a senior or subordinated character and/or be convertible into a Participation.

**Management Board:** statutory appointed director of the Fund.

**MRA (geographical indication):** the Amsterdam Metropolitan Area consisting of the sub-regions Zuid-Kennemerland, Zaanstreek-Waterland, IJmond, Gooi en Vechtstreek, Amsterdam, Amstelland-Meerlanden and Almere-Lelystad.

**NHN (geographical indication):** the North-Holland North region consisting of the sub-regions Alkmaar, West-Friesland and Kop van Noord-Holland.

**Participation:** the injection of capital or share premium into a Company.

**Portfolio Guidelines:** strategic and practical guidelines for the diversification and management of the Fund at portfolio level, established by the shareholders of ROM InWest.

**Private Investor(s):** an investor who has no public shareholders and provides Financing to the Company for the purpose of realizing the Proposal.

**Project Budget:** the historical and projected financial results related to the Proposal.

**Project Plan:** a plan of a Company in which a Proposal is central, which can serve as a basis for a discussion between the Fund and the Company about a possible Financing (“**Preliminary Project Plan**”), or the plan submitted at the request of the Fund that forms the basis of a Financing request (“**Definitive Project Plan**”).

**Proposal(s):** proposal for new business activities aimed at achieving Social- and Financial Return within the Work Area by a Company.

**Quickscan:** the online questionnaire on our website, which allows for an initial assessment regarding the fit with the Fund.

**ROM InWest:** a group of entities consisting of ROM InWest B.V., InWest Regio B.V., InWest MKB-fonds B.V. and InWest Transitiefonds B.V..

**ROM InWest B.V.:** a private limited liability company, registered in the trade register of the Chamber of Commerce under number 84148527.

**Social Return:** the (where possible quantified) contribution to the Energy Transition and Circular Economy.

**TRL:** technology readiness level, the degree of development of a technology, as defined by the European Union.

**Work Area:** the entire MRA and NHN region.

## **2. Fund scope**

The Fund focuses on Companies that meet the following criteria:

- Located in the Work Area;
- Falls within the definitions of TRL 6 or higher;
- Creates Social Return;
- Creates Financial Return;
- The Social- and Financial Return mainly have impact in the Work Area;
- The Proposal is demonstrably not fully financeable by Private Investors.

## **3. Quickscan**

The Fund requests that you review the Quickscan questions on our website to determine if your application falls within the scope of the Fund. You cannot derive any rights from the Quickscan or your answers to it. Even if you have answered all Quickscan questions properly, the Fund Management may decide not to process your application for its own reasons.

## **4. Financing conditions**

Financing provided by the Fund to a Company is subject to the following conditions:

- The total amount of financing provided to a single Company (at one or more points in time) is a minimum of €300,000 and a maximum of €5,000,000;
- In all cases where the Fund enters into a Participation with a Company, the Fund's equity interest in the Company will never exceed 49.9%;
- In the case where the Fund provides a Loan, it will cover a maximum of 49.9% of the debt required by the Company to realize the Proposal;
- Financing will be subject to the requirement that the investment from Private Investors constitutes at least 25% of the total investment amount of the Proposal. The Fund is free to impose additional requirements regarding the nature and scope of this investment;
- The Fund will realize an exit within 15 years;
- No Financing will be provided if the available Fund Capital at that time is exceeded or if it is clear in advance that it cannot be reconciled with the Portfolio Guidelines that apply to the development of the Fund.

## **5. State aid**

The (indirect) shareholders of the Fund are public parties. Under applicable state aid rules, the Fund is required, among other things, to finance on market terms. The Fund Management will ensure that Financing is provided on market terms. This will be verified based on the General Block Exemption

Regulation, De-Minimis, the investment regulations of the Fund which describe the scope, conditions and guidelines for the Fund, as well as other applicable regulations. The Fund does not provide subsidies. Financing can be provided in the form of a Loan or Participation, or a combination thereof.

## **6. Submitting an application and GDPR**

You can submit your application via the portal on our website. By doing so, a digital environment is created where your data is stored and all communication between you and us is saved. For control purposes and for the necessary record-keeping, (telephone) conversations may be recorded. By submitting your application, you explicitly give us permission to store and use the data that you enter and communicate to us or email to us, for the purpose of processing your application, managing our potential position in your company, and for control purposes, in compliance with the General Data Protection Regulation ("GDPR"). Applications received by email or mail will not be processed, will be destroyed, and will not be returned. If you have any questions about submitting your application, you can call or email us. Our contact information can be found on our website.

The Fund will handle your data confidentially. All information shared with the Fund will only be used for the processing and management of applications. Documents will not be shared with third parties without your consent, unless necessary for the performance of work, required by law, or obligated by a court order.

## **7. Evaluation of the application**

When evaluating your application, third parties may be consulted to make a good assessment of opportunities and risks. Information about your Proposal will be shared with these third parties, but without harming your interests and the confidentiality of your Proposal. Our decision after evaluating your application will be shared with you via the portal. Appealing our decision is not possible.

## **8. Integrity and Corporate Social Responsibility**

An integrity check is part of our assessment of your application. This investigation looks at you as the applicant, the directors of the Company, related parties, and ultimate beneficiaries (UBO). The Fund verifies whether you operate in a socially responsible manner; that means your Company takes into account the effects of its operations on people, the environment, and society.

## **9. Declaration of (not) being in financial difficulties**

The Fund does not provide financing to Companies in financial difficulties. If you answer 'yes' to any of the questions below, you are not eligible for Financing. By agreeing to these terms and conditions, you declare that you are not in financial difficulties.

- Is there a bankruptcy petition or application for a moratorium on payments against your Company?
- Does your Company meet the criteria for initiating insolvency proceedings (your Company has ceased paying creditors or anticipates doing so)?
- Has your Company received restructuring support and is it still in a restructuring plan?
- Is there an order for the recovery of wrongly received European subsidies against you?

## **10. Communication**

If the Fund has decided to provide Financing to your Company to realize your Proposal, you give us permission to mention it in our communication and the right to display your company logo with URL

on our website and in our communication materials. The nature, subject, and purpose of your Proposal remains confidential and will never be used in our communication without your permission.

## **11. Documentation and process**

The process for evaluating your application consists of several phases, which are described below. After completing the Quickscan, if applicable, you can submit an application through our portal, including the following documents:

- Preliminary Project Plan (see details below);
- Chamber of Commerce extract;
- Legal entity organization chart of the Company showing the structure and responsibilities of the Company.

After submitting your application, the Fund Management will evaluate whether to proceed with your application. The Fund Management will consider, among other things, whether the application fits within the scope and financing terms of the Fund. This phase may include one or more interviews with you.

If it is decided that we will proceed with your application, the internal due diligence phase will begin, which will at least require the following documents:

- Definitive Project Plan (see details below);
- Project Budget (see details below).

This phase may include one or more interviews with you, interviews with relevant stakeholders, and an invitation for the Company management team to give a presentation to the Fund Management.

If the internal due diligence phase is completed with a positive result, the Fund Management will prepare an investment proposal and submit it to the Investment Committee. The Investment Committee will then provide advice to the Management Board, which will make a decision regarding the Financing. This decision may be negative, positive, or positive with conditions.

In the case of a positive decision (with or without conditions), external due diligence may be carried out, in which third-party validation is conducted as far as the Fund Management deems necessary. In addition, the Fund Management will conduct a know your customer ("KYC") investigation. In this phase, various documents will be requested from you, depending on the scope of the due diligence work. The Financing Agreement will also be drafted with you in this phase.

If the external due diligence is completed satisfactorily (in the Fund Management's opinion), the Management Board makes a positive decision, and agreement is reached on the Financing Agreement, the Fund will provide the Financing to you.

## **12. Preliminary Project Plan**

The Preliminary Project Plan should contain the following information at a minimum. Additional information may be requested.

- How the Proposal meets the "Scope" and "Financing Conditions" of the Fund, as described in these general terms and conditions;
- An investment memorandum or teaser/pitch deck, which explains, among other things:
  - the Proposal (in outline);
  - the main risks and dependencies;
  - the expected development of Social and Financial Returns; and
  - the intended financing structure, including the use of the requested financing.

### **13. Definitive Project Plan**

The Definitive Project Plan must contain the following information at a minimum. Additional information may be requested.

- Product & organization:
  - The business and revenue model of the Company;
  - Planning of the Proposal, including crucial milestones;
  - The go-to-market strategy and growth plan;
  - The customers the Company serves/ will serve, and the customer need it fulfills;
  - Innovative nature and feasibility of the technology;
  - Supplier relationships and dependencies;
  - Societal relevance, including the description of the contribution to achieving the Energy Transition and/or Circularity, and when the contribution takes place (annual progress), where the effect on CO2 emissions (increase, neutral, reduction) should be quantified and compared to the effect that would be achieved by purchasing EU ETS credits with an amount equal to the requested investment;
  - The Sustainable Development Goals ("SDGs") that the Proposal meets;
  - The effect on employment and business climate as a direct result of the Proposal;
  - Organizational structure and team.
- Market & competition:
  - Market definition and size;
  - Market share development of the Company;
  - Competition analysis and USPs.
- Financing structure:
  - Financing requirement for the Proposal and the share requested from the Fund;
  - Co-investors involved in the Proposal and their role;
  - Uses of the Financing;
  - Overview of previous financing rounds, including subsidies, and shareholder structure;
  - Scenario description with and without Financing from the Fund;
  - Actions taken by the Company to attract other funding sources or financing instruments - public and private;
  - Type of financing (senior/subordinated/convertible loan or equity);
  - Proposed financing conditions (including interest rate, term).
- Repayment and/or exit strategy:
  - For a Participation: the desired term of involvement from the Fund (financial and strategic);
  - For a Loan: proposal on interest/ repayments.

### **14. Project Budget:**

The Project Budget must contain the following information:

- Financial model, including:
  - If available, the management accounts for the past three years;
  - Projections for multiple years of the profit and loss statement, balance sheet, and cash flow.
- If available, the annual reports of the Company for the past three years.

### **15. Financing Agreement**

In addition to terms and conditions on the Financing itself, the Financing Agreement will also include terms on subjects such as, but not limited to, reporting obligations towards the Fund, (the

consequences of) non-compliance with contractual terms and conditions, divestments, and the realization of an exit (within 15 years) by the Fund.

The Company will be subject to written information- and reporting obligations associated with the Financing, including at least regular interim reporting and annual reports on Financial- and Social return, as well as any relevant information on special risks. The Fund will make further arrangements regarding these information- and reporting obligations in the Financing Agreement.

The Company will submit in writing any intention that may lead to a material change in the execution of the (Definitive) Project Plan associated with the Financing Agreement before final decisions are made. The Company will promptly notify the Fund in writing of any unforeseen circumstances that may lead to a material change in the terms and conditions of the Financing Agreement. The Company may be required to cooperate in any modification or termination of the Financing Agreement if it cannot continue to comply with the original conditions of the Financing Agreement under the new circumstances (or if there is uncertainty about them).

The Fund may terminate the Financing immediately if the Company is involved in a criminal investigation or an investigation by the Authority for Consumers & Markets into violations of the Competition Act.

The Fund may terminate the Financing immediately if the Proposal is demonstrably contrary to the statutory purpose of ROM InWest or the interests of the shareholders of ROM InWest.

InWest Transitiefonds B.V.  
15 May 2023