



BIOCARTIS

Biocartis Group NV
Limited Liability Company (Naamloze Vennootschap)
Generaal de Wittelaan 11B
2800 Mechelen
Belgium
Company Number VAT BE 0505.640.808 (RLP Antwerp, division Mechelen)

(the "**Company**")

**REPORT OF THE BOARD OF DIRECTORS
IN ACCORDANCE WITH ARTICLE 7:198 *JUNCTO* ARTICLES 7:180 AND 7:191
OF THE BELGIAN CODE OF COMPANIES AND ASSOCIATIONS**

1. INTRODUCTION

This report has been prepared by the board of directors of the Company in accordance with Article 7:198 *juncto* Articles 7:180 and 7:191 of the Belgian Code of Companies and Associations (the "**BCCA**"). It relates to the proposal of the board of directors to issue, in the framework of the authorised capital of the Company, a total number of 860,000 share options in the form of subscription rights (the "**Share Options 2020B**") in order to enable the Company to offer them to the current or future members of the executive management of the Company, who are members of the personnel as defined in Article 1:27 of the BCCA (the "**Beneficiaries**"), in the framework of a share subscription right plan, called the "**Share Option Plan 2020B**", and the proposal of the board of directors to dis-apply, in the interest of the Company, the statutory preferential subscription right of the existing shareholders and, in so far as required, of the holders of existing subscription rights and convertible bonds issued by the Company, for the benefit of the Beneficiaries.

In accordance with Article 7:198 *juncto* Article 7:180 of the BCCA, the board of directors provides in this report a justification of the proposed issuance of Share Options 2020B, as well as a justification of the proposed exercise price and a description of the consequences of the proposed issuance of Share Options 2020B for the financial and shareholder rights of the shareholders of the Company.

Furthermore, in order to enable the Company to offer the Share Options 2020B to the Beneficiaries, the board of directors proposes to dis-apply, in the interest of the Company, the statutory preferential subscription right of the existing shareholders and, in so far as required, of the holders of existing subscription rights and convertible bonds issued by the Company, in favour of the Beneficiaries. Therefore, in accordance with Article 7:198 *juncto* Article 7:191 of the BCCA, the board of directors also provides in this report a justification of the proposed dis-application of the statutory preferential subscription right of the existing shareholders and, in so far as required, of the holders of existing subscription rights and convertible bonds issued by the Company, in connection with the contemplated issuance of the Share Options 2020B, the exercise price of the Share Options 2020B, and a description of

the consequences thereof for the financial and shareholder rights of the shareholders. The board of directors notes in particular that the statutory preferential subscription right is not dis-applied in favour of one or more specified persons who are not members of the personnel of the Company and/or its subsidiaries within the meaning of Article 7:193 of the BCCA.

This report must be read together with the report prepared in accordance with Article 7:198 *juncto* Articles 7:180 and 7:191 of the BCCA by the Company's statutory auditor, Deloitte Bedrijfsrevisoren CVBA, a cooperative company with limited liability organized and existing under the laws of Belgium, with registered office at Gateway Building, Luchthaven Nationaal 1J, 1930 Zaventem, Belgium, represented by Mr. Gert Vanhees, auditor.

2. AUTHORISED CAPITAL

By virtue of the resolution of the extraordinary general shareholders' meeting of the Company held on 13 April 2015, as published by excerpt in the Annexes to the Belgian Official Gazette of 13 May 2015 under number 15069280, the board of directors of the Company has been granted certain powers to increase the Company's share capital in the framework of the authorised capital. The powers under the authorised capital have been set out in Article 10 of the Company's articles of association.

Pursuant to the authorization granted by the extraordinary general shareholders' meeting, the board of directors was authorised to increase the share capital of the Company in one or more transactions with a maximum amount of EUR 391,440.13 (excluding issue premium). The authorization is valid for a period of five years as from 13 May 2015.

The capital increases that can be effected in accordance with the aforementioned authorization can take place by means of contributions in cash or in kind, by capitalization of reserves, whether available or unavailable for distribution, and capitalization of issue premium, with or without the issuance of new shares with or without voting rights. The board of directors may also use the authorization for the issuance of convertible bonds or subscription rights, bonds with subscription rights or other securities.

When exercising its powers under the authorised capital, the board of directors is authorised to limit or dis-apply the statutory preferential subscription right of the shareholders in the interest of the Company. This limitation or dis-application of the statutory preferential subscription right can also be done in favour of members of the personnel of the Company or its subsidiaries or in favour of one or more specific persons, other than members of the personnel of the Company or its subsidiaries.

The board of directors has used its powers under the authorised capital (a) in November 2016, for an amount of EUR 40,589.17 (excluding issue premium), through the issuance of 4,058,917 new shares, (b) in December 2017, for an amount of EUR 64,000.00 (excluding issue premium), through the issuance of 6,400,000 new shares, (c) in September 2018, for a maximum amount of EUR 13,354.26 (excluding issue premium), in relation to the issuance of 1,335,426 subscription rights each exercisable to subscribe for one (1) new share in the Company under the '2018 Plan', (d) in January 2019, for an amount of EUR 50,000.00 (excluding issue premium), through the issuance of 5,000,000 new shares, (e) in May 2019 in relation to the issuance of 1,500 convertible bonds, and (f) in March 2020, for a maximum amount of EUR 6,969.67 (excluding issue premium), in relation to the issuance of 696,967

subscription rights each exercisable to subscribe for one (1) new share in the Company under the '2020 Plan'.

3. PROPOSED ISSUANCE OF SHARE OPTIONS 2020B

The board of directors proposes to issue, in the framework of the authorised capital, a total number of 860,000 Share Options 2020B, in order to enable the Company to attract, encourage, motivate and retain the Beneficiaries and to align the interests of the Beneficiaries with the interests of the Company and its shareholders by giving them the opportunity to share in the potential increase in the value of the Company.

In order to enable the Company to offer the Share Options 2020B to the Beneficiaries in accordance with the proposed terms and conditions of the Share Option Plan 2020B attached hereto as Annex A, the board of directors proposes to dis-apply the statutory preferential subscription right of the existing shareholders and, in so far as required, of the holders of existing subscription rights and convertible bonds issued by the Company, in favour of the Beneficiaries. The issuance of the Share Options 2020B and the resolution on the dis-application of the statutory preferential subscription right shall be submitted to the board of directors of the Company, resolving within the framework of the authorised capital of the Company.

The main terms governing the Share Options 2020B can be summarized as follows:

- (a) Duration of the Share Options 2020B: Unless a shorter term will be determined in connection with the offering of a specific Share Option 2020B, the duration of the Share Options 2020B shall be ten (10) years starting from the date on which the Share Option Plan 2020B is approved by the board of directors before a notary public. Unless otherwise provided, the Share Options 2020B shall therefore (in any event) automatically lapse and become null and void at 24:00 hours (midnight) on the day preceding the tenth (10th) anniversary date of the date on which the Share Option Plan 2020B is approved by the board of directors before a notary public.
- (b) Nature of the Share Options 2020B: The Share Options 2020B shall be issued as subscription rights in registered form and shall remain in such form.
- (c) Underlying shares: Each Share Option 2020B shall entitle a Beneficiary to subscribe for one new share to be issued by the Company. The new shares shall have the same rights and benefits as, and shall rank *pari passu* in all respects, including as to entitlement to dividends, with, the existing and outstanding shares of the Company at the moment of their issuance and will be entitled to distributions in respect of which the relevant record date or due date falls on or after the date of issuance of the new shares.
- (d) Dis-application of the statutory preferential subscription right: The board of directors proposes to dis-apply the statutory preferential subscription right of the existing shareholders and, in so far as required, of the holders of existing subscription rights and convertible bonds issued by the Company, for the benefit of the Beneficiaries in accordance with Article 7:198 *juncto* Article 7:191 of the BCCA, as relevant.
- (e) Change of control of the Company: In the event of a change of control of the Company, the board of directors can decide to accelerate the vesting of all or part of the then unvested Share Options 2020B and determine the conditions applicable in case of such accelerated vesting.

- (f) Exercise price of the Share Options 2020B: The exercise price of a Share Option 2020B shall be determined by or on behalf of the board of directors on the date of the offer of such Share Option 2020B to a Beneficiary. The exercise price per Share Option 2020B will at least be equal to the average closing price of the shares of the Company on Euronext Brussels during the thirty (30) day period prior to the date of the offer.
- (g) Vesting policy: Except to the extent expressly stated otherwise in the Share Option Plan 2020B or decided otherwise by the board of directors or any other body or person designated by the board of directors, the Share Options 2020B accepted by a Beneficiary will vest on 1 January of the fourth (4th) calendar year following the calendar year in which the date of offer occurred.

Notwithstanding the above, the board of directors can at all times decide to accelerate the vesting of (all or part of) the Share Options 2020B and can determine the conditions of such accelerated vesting.

- (h) Exercisability: Unless the board of directors decides otherwise, a Share Option 2020B may not be exercised until the end of the third (3rd) calendar year following the calendar year in which the offer of such Share Option 2020B is made to the relevant Beneficiary. As from the commencement of the fourth (4th) calendar year following the calendar year in which the offer is made, all such Share Options 2020B which have vested may be exercised during an exercise period. The board of directors or any other body or person designated by the board of directors will establish at least one (1) exercise period of two (2) weeks per semester. The board of directors may, however, in its absolute discretion, provide for additional exercise periods.
- (i) Transferability of the Share Options 2020B: The Share Options 2020B granted to a Beneficiary will generally not be transferable (except in case of decease or if the board of directors, or any body or person designated by the board of directors, decides otherwise).
- (j) Increase of the share capital of the Company: Upon exercise of Share Options 2020B and issue of new shares, the aggregate amount of the exercise price of the Share Options 2020B will be allocated to the net equity of the Company. The exercise price of the Share Option 2020B shall be booked as share capital. However, the part of the exercise price that exceeds the fractional value of the then existing shares of the Company existing immediately prior to the issue of the new shares concerned, as the case may be, shall be booked as issuance premium. Following the capital increase and issuance of new shares, each new and existing share shall represent the same fraction of the share capital of the Company.
- (k) Issue premium: Any issue premium that will be booked in connection with the Share Option Plan 2020B shall be accounted for on the liabilities side of the Company's balance sheet as net equity. The account on which the issue premium will be booked shall serve, like the share capital, as the guarantee for third parties and can only be reduced, save for the possibility of conversion into share capital, on the basis of a lawful resolution of the general shareholders' meeting passed in the manner required for an amendment to the Company's articles of association.

For a detailed description of the issuance and exercise conditions of the Share Options 2020B, reference is made to the terms and conditions of the Share Option Plan 2020B attached hereto as Annex A.

4. JUSTIFICATION OF THE PROPOSED ISSUANCE OF SHARE OPTIONS 2020B

The board of directors of the Company deems the proposed issuance of the Share Options 2020B to be in the Company's interest because, on the one hand, it enables the Company to receive new financial resources if and when the Share Options 2020B are exercised and, on the other hand, it enables the Company to offer to the Beneficiaries a (potential) participation in the Company's share capital, which, according to the board of directors, can be considered as an appropriate tool to value the loyalty and motivation of the Beneficiaries and to encourage such loyalty and motivation. The ability to remunerate the Beneficiaries with Share Options 2020B allows to limit the portion of remuneration in cash that the Company would otherwise need to pay to attract and retain the Beneficiaries.

For a more detailed description of the purpose of the proposed issuance of the Share Options 2020B, reference is made to section 1 of the terms and conditions of the Share Option Plan 2020B attached hereto as Annex A.

5. JUSTIFICATION OF THE PROPOSED ISSUANCE PRICE AND EXERCISE PRICE OF THE SHARE OPTIONS 2020B

The exercise price of the Share Options 2020B shall be determined as summarized in paragraph 3(f) of this report. For a detailed overview of the conditions concerning the exercise price of the Share Options 2020B, reference is made to section 3.3 of the terms and conditions of the Share Option Plan 2020B attached hereto as Annex A.

The board of directors considers the proposed exercise price of the Share Options 2020B to be justified since (amongst other things) the exercise price as determined above has as a consequence that the shares to be issued following the exercise of the Share Options 2020B will not be issued at a discount relative to the average closing price of the share of the Company on Euronext Brussels during the thirty (30) day period prior to the date of offering of the Share Options 2020B. The foregoing limits the potential financial dilution to a certain extent and it enables the Company to obtain additional cash resources as mentioned above and further described below.

Whether or not a Share Option 2020B will be exercised depends on the (sole) decision of the holder of the Share Option 2020B. Such decision will depend on the price of the share of the Company at the moment of the decision whether or not to exercise as compared with the exercise price of the Share Option 2020B, since essentially, the holder can realize a capital gain at the exercise of the Share Option 2020B if the price of the share of the Company at that moment is higher than the exercise price of the Share Option 2020B (not taking into account the possible tax related costs and assuming that the holder of the Share Option 2020B can sell the underlying share at such price on the market).

Upon exercise of the Share Options 2020B, the exercise price shall be booked as share capital and issue premium as further described in paragraph 7.3 of this report.

6. JUSTIFICATION OF THE DIS-APPLICATION OF THE STATUTORY PREFERENTIAL SUBSCRIPTION RIGHT

The board of directors proposes to issue, in the framework of the authorised capital, a total number of 860,000 Share Options 2020B, to be offered to the Beneficiaries, in accordance with the terms and conditions of the Share Option Plan 2020B.

Each Share Option 2020B shall entitle the Beneficiary to acquire one (1) share of the Company, to which the same rights and benefits as the outstanding shares of the Company are attached. All Share Options 2020B together entitle the holders thereof to subscribe for an aggregate of 860,000 new shares of the Company, which equals to approximately 1.53% of the existing shares representing the share capital of the Company immediately prior to the issuance of the Share Options 2020B (assuming all the granted Share Options 2020B are fully exercisable and exercised under the terms and conditions of the Share Option Plan 2020B attached hereto as Annex A).

In order to be able to offer the Share Options 2020B to the Beneficiaries in accordance with the proposed terms and conditions of the Share Option Plan 2020B attached hereto as Annex A, the board of directors proposes to dis-apply the statutory preferential subscription right of the existing shareholders and, in so far as required, of the holders of existing subscription rights and convertible bonds issued by the Company.

7. CERTAIN FINANCIAL CONSEQUENCES

The following paragraphs provide an overview of certain financial consequences of the proposed issuance of the Share Options 2020B. For further information with regard to the financial consequences of the issuance of the Share Options 2020B, reference is also made to the report prepared in accordance with Article 7:198 *juncto* Articles 7:180 and 7:191 of the BCCA by the statutory auditor of the Company, Deloitte Bedrijfsrevisoren CVBA.

7.1. Introductory comments

The actual financial consequences of the proposed issuance of the Share Options 2020B cannot yet be accurately determined, as the final exercise price of the respective Share Options 2020B is still to be determined and will depend on the price of the Company's shares on Euronext Brussels prior to the date of the offer of the Share Options 2020B. In addition, whether or not certain financial consequences will materialize will depend on whether the Share Options 2020B will ultimately be exercised, which is a decision that solely rests with the holder of the Share Options 2020B.

Accordingly, the discussion herein of the financial consequences of the proposed issuance of the Share Options 2020B for existing shareholders is purely illustrative and hypothetical, and is based on purely indicative financial parameters (where relevant).

7.2. Current capital structure of the Company

At the date of this report, the share capital of the Company amounts to EUR 563,820.88, represented by 56,382,088 shares without nominal value, each representing the same fraction of the share capital, *i.e.*, EUR 0.01. The share capital is entirely and unconditionally subscribed for and is fully paid-up.

Furthermore, at the date of this report, 14,837,345 shares can still be issued by the Company, of which:

- 494,699 shares can be issued upon the exercise of 494,699 outstanding share options (each share option having the form of a subscription right) that

are still outstanding under the '2013 Plan' for employees, consultants and management members, entitling the holders thereof to acquire one new share per option ("**2013 Share Options**");⁽¹⁾

- 210,052 shares can be issued upon the exercise of 210,052 outstanding share options (each share option having the form of a subscription right) that are still outstanding under the '2015 Plan' for employees, consultants, management members and directors, entitling the holders thereof to acquire one new share per option ("**2015 Share Options**");⁽¹⁾
- 1,212,365 shares can be issued upon the exercise of 1,212,365 outstanding share options (each share option having the form of a subscription right) that are still outstanding under the '2017 Plan' for the CEO, entitling the holder thereof to acquire one new share per option ("**2017 Share Options**");⁽¹⁾
- 587,499 shares can be issued upon the exercise of 587,499 outstanding share options (each share option having the form of a subscription right) that are still outstanding under the '2018 Plan' for (mainly) certain selected employees of the Company and its subsidiaries, as well as for consultants of the Company and its subsidiaries, independent directors of the Company and directors of the Company's subsidiaries, entitling the holders thereof to acquire one new share per option ("**2018 Share Options**");⁽¹⁾
- 696,976 shares can be issued upon the exercise of 696,976 outstanding share options (each share option having the form of a subscription right) that are still outstanding under the '2020 Plan' for members of the personnel of the Company and/or its subsidiaries, entitling the holders thereof to acquire one new share per option ("**2020 Share Options**");⁽¹⁾ and
- 11,635,754 shares can be issued upon the conversion of all 1,500 4.00 per cent. senior unsecured convertible bonds due 2024 (the "**2024 Convertible Bonds**") at their current conversion price of EUR 12.8913 per share, provided, however, that the conversion price of the 2024 Convertible Bonds may be subject to adjustment.⁽²⁾

The 2013 Share Options, the 2015 Share Options, the 2017 Share Options, the 2018 Share Options and the 2020 Share Options are hereinafter jointly referred to as the "**Existing Share Options**".

Notes:

- (1) Outstanding share options means all share options (each such share option having the form of a subscription right) created under the '2013 Plan', the '2015 Plan', the '2017 Plan', the '2018 Plan' and the '2020 Plan', which have not yet been exercised and which have not yet become null and void for any reason.
- (2) On 30 April 2019, the Company issued the 2024 Convertible Bonds for an aggregate principal amount of EUR 150,000,000. The 2024 Convertible Bonds can be converted into new or existing shares of the Company at any time. To date, none of the 2024 Convertible Bonds have been converted, and all remain outstanding. The conversion price of the 2024 Convertible Bonds can be adjusted downwards in a number of circumstances, including in the event of an issue of new shares of the Company, whereby those new shares are issued at a price that is lower than the applicable market price of the shares of the Company at the time of the issue. On the date of this report, the current conversion price of the 2024 Convertible Bonds (which is

subject to adjustment under clause 5(b) of the terms and conditions of the 2024 Convertible Bonds) is EUR 12.8913 per share. Based on a conversion price of EUR 12.8913 per share, if all outstanding 2024 Convertible Bonds were converted into new shares of the Company in their entirety, 11,635,754 new shares would be issued. If the conversion price is adjusted downwards, this would lead to the issuance of more than 11,635,754 new shares if all of the 2024 Convertible Bonds were to be converted in their entirety.

For the purpose of the full-dilution scenario calculations further below, it is assumed that the remaining number of shares that can still be issued pursuant to the Existing Share Options and 2024 Convertible Bonds, has indeed been issued. It is also assumed that the 2024 Convertible Bonds are fully converted at the (current) conversion price of EUR 12.8913 per share.

7.3. Evolution of the share capital and participation in the results

The exercise of the Share Options 2020B during their term will lead to an increase of the share capital and the issuance of new shares of the Company. Specifically, upon exercise of the Share Options 2020B, the share capital of the Company will be increased as follows. The aggregate amount of the exercise price of the Share Options 2020B will be allocated to the net equity of the Company.

The exercise price of the Share Option 2020B shall be booked as share capital. However, the part of the exercise price that exceeds the fractional value of the then existing shares of the Company existing immediately prior to the issue of the new shares concerned, as the case may be, shall be booked as issuance premium. The issue premium, if any, shall be accounted for on the liabilities side of the Company's balance sheet as net equity. The account on which the issue premium will be booked shall serve, like the share capital, as the guarantee for third parties and can only be reduced, save for the possibility of conversion into share capital, on the basis of a lawful resolution of the general shareholders' meeting passed in the manner required for an amendment to the Company's articles of association.

The precise evolution of the share capital will depend (amongst other things) on whether or not the Share Options 2020B and the Existing Share Options will be exercised, and whether or not the 2024 Convertible Bonds will be converted, taking into account that it is not possible to make accurate predictions in this respect. Neither the exercise of the Share Options 2020B and the Existing Share Options, nor the conversion of the 2024 Convertible Bonds are automatic or mandatory. It depends upon (amongst other things) the compliance with the terms and conditions governing the issuance and exercise or conversion of these securities and the decision of the individual holders of the Share Options 2020B, the Existing Share Options and the 2024 Convertible Bonds. This decision also depends (amongst other things) on the price of the share of the Company as quoted on Euronext Brussels on the date of exercise or conversion. To the extent that the trading price of the share of the Company would be lower than the exercise price of the Share Options 2020B or as applicable, the Existing Share Options, or the conversion price of the 2024 Convertible Bonds, it will be less attractive for a holder of these Share Options 2020B or Existing Share Options, or 2024 Convertible Bonds, respectively, to acquire shares of the Company by exercising these Share Options 2020B, or Existing Share Options, or converting the 2024 Convertible Bonds, respectively, since, under such circumstances, that would imply that such holder would be required to pay, or convert at, a price exceeding the trading price of the share of the Company. As a result, there is no certainty whether the Share Options 2020B and the Existing Share Options will be exercised or not, nor whether the 2024 Convertible Bonds will be converted.

Each share in the Company currently represents an equal part of the share capital of the Company and provides for one vote in function of the part of the capital it represents. The issuance of new shares upon exercise of the Share Options 2020B and the Existing Share Options, or conversion of the 2024 Convertible Bonds, will lead to a dilution of the existing shareholders of the Company and of the relative voting power of each share in the Company.

The dilution relating to the voting right also applies, *mutatis mutandis*, to the participation of each share in the profit and liquidation proceeds and other rights attached to the shares of the Company, such as the statutory preferential subscription right in case of a capital increase in cash through the issuance of shares.

Specifically, prior to the exercise of the Share Options 2020B and the Existing Share Options and conversion of the 2024 Convertible Bonds, each share participates equally in the profit and liquidation proceeds of the Company and provides the holder thereof a statutory preferential subscription right in case of a capital increase in cash. Upon the exercise of Share Options 2020B, the new shares to be issued will have the same rights and benefits as, and rank *pari passu* in all respects with, the existing and outstanding shares of the Company at the moment of their issuance and will be entitled to distributions in respect of which the relevant record date or due date falls on or after the date of issuance of the shares. As a result (and to the extent the new shares will be issued and subscribed for), the participation by the existing shares in the profit and liquidation proceeds of the Company and their holder's statutory preferential subscription right in case of a capital increase in cash, shall be diluted accordingly. The same would, *mutatis mutandis*, apply in case of exercise of the Existing Share Options and the conversion of the 2024 Convertible Bonds.

The evolution of the share capital and the number of shares, with voting rights attached, of the Company as a result of the exercise of all Share Options 2020B is simulated below in table 1. Subject to the methodological reservations noted in paragraph 7.1, the table below reflects the evolution of the number of outstanding shares, assuming the exercise of all of the 860,000 Share Options 2020B and a subsequent issuance of a maximum of 860,000 new shares resulting therefrom.

Table 1 – Evolution of the number of outstanding shares

Before exercise of Existing Share Options and conversion of the 2024 Convertible bonds, and after exercise of the Share Options 2020B

Outstanding shares	56,382,088
New shares to be issued upon exercise of the Share Options 2020B ⁽¹⁾	860,000
Total shares outstanding.....	57,242,088
Dilution	1.50%

After exercise of Existing Share Options and conversion of 2024 Convertible Bonds, and after exercise of the Share Options 2020B

Outstanding shares	56,382,088
New shares to be issued upon exercise of 2013 Share Options ⁽²⁾	494,699
New shares to be issued upon exercise of 2015 Share Options ⁽²⁾	210,052
New shares to be issued upon exercise of 2017 Share	1,212,365

Options ⁽²⁾	
New shares to be issued upon exercise of 2018 Share Options ⁽²⁾	587,499
New shares to be issued upon exercise of 2020 Share Options ⁽²⁾	696,976
New shares to be issued upon conversion of 2024 Convertible Bonds ⁽²⁾	11,635,754
Sub-total shares outstanding	71,219,433
New shares to be issued upon exercise of the Share Options 2020B ⁽¹⁾	860,000
Total shares outstanding.....	72,079,433
Dilution	1.21%

Notes:

- (1) For the purposes of this simulation, it is assumed that all of the Share Options 2020B have vested and are immediately exercisable, regardless of the relevant terms and conditions, and have been exercised.
- (2) For the purposes of this simulation, it is assumed that (i) all of the Existing Share Options have vested and are immediately exercisable, regardless of the relevant terms and conditions, and have been exercised, and (ii) all of the 2024 Convertible Bonds have been converted at their current conversion price, regardless of the relevant terms and conditions.

Currently, each share represents 1/56,382,088 of the current share capital in the amount of EUR 563,820.88 or EUR 0.01 per share. The above simulation demonstrates that, assuming that all 860,000 Share Options 2020B are exercised and new shares are issued as a result thereof, the shares would no longer represent 1/56,382,088 of the share capital, but 1/57,242,088 of the resulting share capital. For the 56,382,088 shares outstanding immediately prior to the exercise of all 860,000 Share Options 2020B, this would represent a dilution of the participation in the share capital and the results of the Company of 1.50%.

Assuming that all Existing Share Options are exercised and all 2024 Convertible Bonds are converted at their current conversion price, and new shares would be issued as a result thereof, each share would no longer represent 1/56,382,088 of the share capital, but 1/71,219,433 of the resulting share capital. Assuming that subsequently all 860,000 Share Options 2020B are exercised and new shares are issued as a result thereof, each share would no longer represent 1/71,219,433 of the share capital, but 1/72,079,433 of the resulting share capital. For the 71,219,433 shares outstanding immediately prior to the exercise of all 860,000 Share Options 2020B, this would represent a dilution of the participation in the share capital and the results of the Company of 1.21%.

The examples mentioned above are merely illustrative. Moreover, it is assumed that the Share Options 2020B can effectively be exercised. Furthermore, relevant taxes due are not taken into account in the examples mentioned above. It needs to be stressed that a holder of Share Options 2020B will only be able to realize an effective gain if the gain which it could realize upon the exercise of the Share Options 2020B exceeds the total sum of the taxes due.

Subject to the methodological reservations noted in paragraph 7.1, table 2 below reflects the evolution of the share capital, assuming the exercise of all of the 860,000 Share Options 2020B and a subsequent issuance of a maximum of 860,000 new shares resulting therefrom with a maximum amount of share capital increase of

EUR 8,600.00 (excluding issue premium). The maximum amount of share capital increase is computed by multiplying the number of new shares to be issued with the fractional value of the shares of the Company, *i.e.*, EUR 0.01 per share.

Table 2 – Evolution of the share capital ⁽¹⁾

Before exercise of the Share Options 2020B	
Share capital (in EUR)	563,820.88
Outstanding shares	56,382,088
Fractional value (in EUR)	0.01
Exercise of the Share Options 2020B ⁽²⁾	
Increase of share capital (in EUR) ⁽³⁾	8,600.00
Number of new shares issued	860,000
After exercise of the Share Options 2020B ⁽²⁾	
Share capital (in EUR)	572,420.88
Outstanding shares	57,242,088
Fractional value (in EUR)	0.01

Notes:

- (1) This simulation does not take into account the Existing Share Options and 2024 Convertible Bonds.
- (2) For the purposes of this simulation, it is assumed that all of the Share Options 2020B have vested and are immediately exercisable, regardless of the relevant terms and conditions, and have been exercised.
- (3) The exercise price of the Share Option 2020B shall be booked as share capital. However, the portion of the exercise price that exceeds the fractional value of the existing shares of the Company (*i.e.*, EUR 0.01 per share) shall be booked as issue premium.

7.4. Participation in the consolidated accounting net equity

The evolution of the consolidated accounting net equity of the Company is simulated in table 3 below, assuming the exercise of all of the 860,000 Share Options 2020B and a subsequent issuance of a maximum of 860,000 new shares resulting therefrom. The simulation set forth below is based on the following:

- (a) The audited consolidated financial statements of the Company for the financial year ended December 31, 2019 (which have been prepared in accordance with the International Financial Reporting Standards or IFRS, as adopted by the European Union) and which will be submitted for approval to the annual shareholders' meeting of 8 May 2020. The consolidated accounting net equity of the Company as at December 31, 2019 amounted to EUR 84,479 (000) or EUR 1.50 (rounded) per share (based on 56,382,088 outstanding shares as at December 31, 2019).
- (b) The simulation does not take into account (i) any changes in the net equity since December 31, 2019, or (ii) the potential issuance of new shares upon exercise of the Existing Share Options or the conversion of the 2024 Convertible Bonds after December 31, 2019.
- (c) For the purposes of calculating the evolution of the consolidated accounting net equity, it is further assumed that the exercise price per share upon the

exercise of the Share Options 2020B is (i) EUR 5.00 (taking into account the price of the Company's shares as tracked on Euronext Brussels) and (ii) EUR 7.50. Accordingly, should all Share Options 2020B be exercised, this would entail the issuance of 860,000 new shares for a total cash contribution amounting to, respectively, EUR 4,300,000.00 and EUR 6,450,000.00.

For further information on the Company's net equity position on December 31, 2019, reference is made to the financial statements of the Company, which are available on the Company's website.

Based on the assumptions set out above, as a result of the exercise of all of the 860,000 Share Options 2020B, the Company's accounting net equity on a consolidated basis, would be increased as indicated below:

Table 3 – Evolution of the consolidated accounting net equity

	Exercise price of EUR 5.00	Exercise price of EUR 7.50
Consolidated net equity for FY 2019		
<u>On December 31, 2019</u>		
Net equity	84,479,000	84,479,000
Outstanding shares ⁽¹⁾	56,382,088	56,382,088
Net equity per share (in EUR) (rounded)	1.50	1.50
<u>Exercise of Share Options 2020B ⁽²⁾</u>		
Increase of net equity (in EUR) ⁽³⁾	4,300,000	6,450,000
Number of new shares issued	860,000	860,000
<u>After exercise of Share Options 2020B ⁽²⁾</u>		
Net equity ⁽³⁾	88,779,000	90,929,000
Outstanding shares	57,242,088	57,242,088
Net equity per share (in EUR) (rounded) ⁽⁴⁾ ...	1.55	1.59

Notes:

- (1) On the basis of the shares outstanding on December 31, 2019, not taking into account the issuance of new shares after such dates.
- (2) For the purposes of this simulation, it is assumed that all of the Share Options 2020B have vested and are immediately exercisable, regardless of the relevant terms and conditions, and have been exercised.
- (3) Consisting of the amount of the capital increase and the amount of the increase of issue premium.
- (4) Not taking into account (i) changes in the consolidated net equity after December 31, 2019 (other than the exercise of 860,000 Share Options 2020B), or (ii) the potential issuance of new shares upon exercise of the Existing Share Options or the conversion of the 2024 Convertible Bonds after December 31, 2019.

Table 3 above illustrates that the issuance of 860,000 Share Options 2020B and the subsequent exercise of all of the Share Options 2020B at an assumed exercise price of EUR 5.00 and EUR 7.50 will, from a pure accounting point of view, lead to an increase of the amount represented by each share in the consolidated accounting net equity of the Company. Notably, the consolidated accounting net equity as per

December 31, 2019, would amount to, respectively, (rounded) EUR 1.55 and EUR 1.59 per share (instead of EUR 1.50 (rounded) per share).

7.5. Financial dilution

As indicated above, the Share Options 2020B will normally be exercised when the exercise price is lower than the trading price of the Company's shares. In that event, the exercise of the Share Options 2020B will in principle entail a financial dilution for the existing shareholders at that time. Table 4 below provides a simulation of the impact of the exercise of all Share Options 2020B on the market capitalization and the resulting financial dilution, assuming a maximum number of 860,000 new shares.

For the purpose of this simulation, it is assumed that the current market capitalization of the Company is EUR 5.00 and EUR 7.50 per outstanding share. On this basis, the current market capitalization amounts to, respectively, EUR 281,910,440.00 (*i.e.*, 56,382,088 shares multiplied by EUR 5.00 per share) and EUR 422,865,660.00 (*i.e.*, 56,382,088 shares multiplied by EUR 7.50 per share).

For the purpose of the simulation, it was further assumed that the exercise price of the Share Options 2020B would be equal to the prices used for the calculation of the market capitalization (*i.e.*, EUR 5.00 and EUR 7.50 per Share Option 2020B) minus a discount (a Beneficiary will normally only exercise a Share Option 2020B if the exercise price is lower than the trading price of the Company's shares at that time), which for illustrative purposes was set at 10% (*i.e.*, respectively, EUR 0.50 and EUR 0.75 per Share Option 2020B). As a result, it was assumed that the 860,000 Share Options 2020B would be exercised for a total consideration of, respectively, EUR 3,870,000.00 (at a price of EUR 4.50) and EUR 5,805,000.00 (at a price of EUR 6.75).

On the basis of the aforementioned assumptions, the market capitalization (at a price of EUR 5.00 and EUR 7.50 per share), plus the relevant cash consideration of the Share Options 2020B exercised at a 10% discount, would be equal to, respectively, EUR 285,780,440.00 and EUR 428,670,660.00, and the new total number of shares outstanding would be 57,242,088. As a result, the market capitalization per share would be equal to, respectively, (rounded) EUR 4.99 and EUR 7.49, *i.e.*, lower than the price used for the calculation of the market capitalization, resulting in a (theoretical) financial dilution of, respectively, 0.20% and 0.13%.

Table 4 – Evolution of the market capitalization and financial dilution

	<u>Market capitalization at EUR 5.00 per existing share</u>	<u>Market capitalization at EUR 7.50 per existing share</u>
Before exercise of the Share Options 2020B		
Market capitalization (in EUR).....	281,910,440.00	422,865,660
Outstanding shares	56,382,088	56,382,088
Market capitalization per share (in EUR)	5.00	7.50
Exercise of the Share Options 2020B		
Exercise price (in EUR)	4.50	6.75
Total consideration (in EUR)	3,870,000.00	5,805,000.00
Number of new shares issued.....	860,000	860,000

After exercise of the Share Options 2020B

Market capitalization (in EUR).....	285,780,440.00	428,670,660.00
Outstanding shares	57,242,088	57,242,088
Market capitalization per share (in EUR) (rounded)....	4.99	7.49
Dilution	-0.20%	-0.13%

7.6. Other financial consequences

Within the framework of the Company's consolidated financial statements in accordance with IFRS as adopted by the European Union, the Share Options 2020B will be accounted for in accordance with "IFRS 2 – Share-based Payment", using the fair value of the Share Options 2020B. For the purpose of IFRS 2, the fair value of each Share Option 2020B will be measured using the Black & Scholes methodology. This is a typical valuation method for share options. For illustration purposes only, when applying the Black & Scholes model to the Share Options 2020B, the following assumptions could be used: a duration for the Share Options 2020B of 3,650 days, a risk-free interest rate -0.42%, a volatility of 43.00%, and an exercise price of EUR 5.00 per Share Option 2020. Based on these assumptions, the total value of the Share Options 2020B, to be reflected in the consolidated financial statements, could be estimated, for illustration purposes only, at an aggregate amount of EUR 1,660,265.00, or EUR 1.93 (rounded) per Share Option 2020B. This amount would then be charged over the vesting period of the Share Options 2020B in the Company's consolidated financial statements. The actual amount will ultimately depend on the actual exercise price of the relevant Share Options 2020B.

For a further discussion of the financial consequences of the proposed issuance of the Share Options 2020B, the board of directors refers to the report prepared in connection therewith by the statutory auditor of the Company.

* * *

Done on 21 April 2020.

On behalf of the board of directors,

By: [signed]

CRBA Management BV
Permanently represented by
Christian Reinaudo

Director

By: [signed]

CLSCO BV
Permanently represented by
Leo Steenbergen

Director

ANNEX A

TERMS AND CONDITIONS OF THE SHARE OPTION PLAN 2020B

BIOCARDIS GROUP NV

SHARE OPTION PLAN 2020B

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1. Basis and Purpose

This Share Option Plan 2020B (the "**Plan**") has been approved by the Board of Directors of Biocartis Group NV (hereinafter referred to as the "**Company**") on 30 April 2020 before a notary public (the "**Approval Date**"). The Plan sets out the terms and conditions under which the Company is willing to offer share options, in the form of subscription rights ("*inschrijvingsrechter*"), to the Beneficiaries. The purpose of the Plan is to attract, encourage, motivate and retain the Beneficiaries and to align the interests of the Beneficiaries with the interests of the Company and its shareholders by giving them the opportunity to share in the potential increase in the value of the Company.

2. Definitions and Interpretation

2.1. Definitions

In this Plan, the words and terms mentioned below have the meanings given thereto in this Section 2.1:

Acceptance Form:	the form that a Beneficiary receives at the moment of the Offer and that the Beneficiary needs to return, duly completed and signed, to the Company for the acceptance of the Offer;
Approval Date	has the meaning set out in Section 1 above;
Bad Leaver Situation:	the termination of the employment agreement, management agreement or similar agreement, or Director's mandate of a Share Option Holder by the Company or the relevant Subsidiary for serious cause, breach of contract or breach of the duties inherent to the relevant Director's mandate by the Share Option Holder;
BCCA:	the Belgian Code of Companies and Associations of 23 March 2019 (as amended from time to time);
Beneficiaries:	the current or future members of the executive management of the Company, who are Personnel Members, to whom Share Options have been offered pursuant to this Plan;
Board of Directors:	the board of directors of the Company;
Business Day:	a day on which banks are open for business in Belgium, excluding Saturdays and Sundays;
Company:	Biocartis Group NV, a limited liability company (" <i>naamloze vennootschap</i> ") organized and existing under Belgian law, with registered office at Generaal de Wittelaan 11B, 2800 Mechelen, Belgium and registered with the register of legal entities Antwerp (division Mechelen) under number 0505.640.808;
Control:	the power, de jure or de facto, to have a decisive influence on the appointment of the majority of the Directors or on the orientation of the Company's policy, within the meaning of Article 1:14 et seq. of the BCCA. The terms "to Control" and "Controlled by" shall be construed accordingly;
Director:	a natural person or legal entity who exercises a director's mandate;

Exercise:	to make use of the right attached to the Share Option that was acquired by accepting the Offer, to acquire a Share at the Exercise Price;
Exercise Period:	a period to be determined by the Board of Directors during which Share Options can be exercised;
Exercise Price:	the pre-determined price at which a new Share can be acquired when exercising a Share Option in accordance with the terms and conditions of the Plan and the Acceptance Form;
Exercise Term:	the term during which the Share Option Holder can exercise his or her Share Options to acquire new Shares, taking into account the Exercise Periods and the exercise conditions set forth in this Plan, in the Acceptance Form and in any other arrangement that may exist between a Share Option Holder and the Company;
Good Leaver Situation:	<p>any of the following:</p> <ul style="list-style-type: none">(i) the termination of the employment agreement, management agreement or similar agreement, or Director's mandate, of a Share Option Holder by the Company or relevant Subsidiary other than for serious cause, breach of contract or breach of the duties inherent to the relevant Director's mandate by the Share Option Holder (including the relevant employing entity ceasing to be a Subsidiary of the Company);(ii) the unilateral termination by a Share Option Holder of his or her employment agreement, management agreement or similar agreement, or Director's mandate, with the Company or a Subsidiary; or(iii) the termination of the employment agreement, management agreement or similar agreement, or Director's mandate, of a Share Option Holder as a consequence of reaching the age at which the Share Option Holder can receive state pension entitlement, as a result of decease or as a result of disability or serious disease, <p>it being provided that a termination accompanied by a simultaneous (other) employment or appointment of the relevant Share Option Holder (or a company Controlled by the relevant Share Option Holder) as a Personnel Member of the Company or a Subsidiary shall not be considered as a termination of the employment agreement, management agreement or similar agreement, or Director's mandate;</p>
Offer:	the written and dated notification to a Beneficiary as to the opportunity for him or her to acquire Share Options in accordance with the terms and conditions of the Plan and the Acceptance Form;
Personnel Member:	a member of the personnel within the meaning of Article 1:27 of the BCCA;
Plan:	the present Share Option Plan 2020B, as amended from time to time by the Board of Directors in accordance with the provisions of this Plan;

Rightful Claimant:	the person or persons validly designated by a Share Option Holder, being either his or her spouse, legal heirs or other family members, in order to exercise the rights of the Share Option Holder under the Plan after his or her decease (as the case may be);
Share:	a share issued by the Company, representing the Company's share capital;
Share Option:	a subscription right for one share, consisting of the right to subscribe to one (1) new Share, in accordance with the terms and conditions of the Plan and the Acceptance Form;
Share Option Holder:	each Beneficiary who has accepted one or more Share Options in accordance with this Plan;
Subsidiary:	a company under the Control of the Company, within the meaning of Article 1:15 of the BCCA.

2.2. Interpretation

In this Plan, and save where specifically indicated otherwise:

- a) Words importing the singular shall be treated as importing the plural and vice versa;
- b) Any reference to a day shall be a reference to a calendar day;
- c) Any reference to an hour of a day shall be a reference to Brussels time (CET / CEST);
- d) Any term shall start on the day after the day on which the event triggering such period of time has occurred. The expiry day of a term shall be included in the term.

3. **Terms and Conditions of the Share Options**

3.1. Number of Share Options

The total number of Share Options issued in the framework of this Plan amounts to 860,000. These Share Options will be designated as "Share Options 2020B". The Share Options can be granted by the Company to the Beneficiaries from time to time.

Each Share Option entitles a Beneficiary to subscribe to one (1) new Share in accordance with the terms and conditions of the Plan and the Acceptance Form.

3.2. Vesting

Except to the extent expressly stated otherwise in this Plan or the applicable Acceptance Form or except to the extent decided otherwise by the Board of Directors or any other body or person designated by the Board of Directors, the Share Options of a Share Option Holder will vest on 1 January of the fourth (4th) calendar year following the calendar year in which the Offer occurred.

Notwithstanding the above and without prejudice to Section 5.5, the Board of Directors can at all times decide to accelerate the vesting of (all or part of) the Share Options and can determine the conditions of such accelerated vesting.

3.3. Exercise Price

The Exercise Price per Share Option will be determined by or on behalf of the Board of Directors at the time of the Offer. As the Shares are listed and admitted to trading on the regulated market of Euronext Brussels, the Exercise Price per Share Option will at least be equal to the average closing price of the Share on Euronext Brussels during the thirty (30) day period prior to the date of the Offer.

Upon exercise of a Share Option and the subsequent capital increase in respect thereto, the Exercise Price shall be booked as share capital. However, the part of the Exercise Price that exceeds the par value ("*fractiewaarde*") of the existing and outstanding Shares at the moment of the relevant capital increase, as the case may be, shall be booked as issuance premium ("*uitgiftepremie*"). Any issue premium that will be booked shall be accounted for on the liabilities side of the Company's balance sheet as net equity. The account on which the issue premium will be booked shall serve, like the share capital, as the guarantee for third parties and can only be reduced, save for the possibility of conversion into share capital, on the basis of a lawful resolution of the general shareholders' meeting passed in the manner required for an amendment to the Company's articles of association.

3.4. Nature of the Share Options

The Share Options are and will remain in registered form ("*op naam*"). They will be recorded in the register of Share Option Holders of the Company, mentioning the identity of each Share Option Holder and the number of Share Options held by such holder. Only the person who has been recorded in the Share Option register of the Company as owner of a Share Option will be recognized as Share Option Holder.

3.5. Transfer restrictions

The Share Options received are registered in the name of the Share Option Holder and cannot be transferred *inter vivos*, except if the Board of Directors or any other body or person designated by the Board of Directors were, in its absolute discretion, to decide otherwise. The Share Options cannot be encumbered by any pledge or in any other manner.

Share Options that, in contravention with the foregoing, are transferred or encumbered shall automatically become null and void.

3.6. Modifications of the Company's capital structure

Contrary to Article 7:71 of the BCCA, the Company retains the right to take decisions and close transactions that could have an influence on its capital, articles of association, management or financial conditions, on the distribution of profits or liquidation proceeds, or that could possibly have another influence on the Share Option Holders' rights, except if such decisions or transactions are only aimed at diminishing the Share Option Holders' rights.

In case the rights of the Share Option Holder are affected by such decision or transaction, the Share Option Holder will not be entitled to a modification of the Exercise Price or the exercise conditions, nor to any other form of financial or other compensation. The Board of Directors may however, at its own discretion, make amendments to the number of Shares to which one (1) Share Option relates and/or to the Exercise Price. As soon as reasonably possible, the Company will inform the Share Option Holder of any such amendment.

In case of merger, split and/or (reverse) share split, or in case the Shares are exchanged into shares, other securities, cash or other property of one or more other persons, the rights relating to the Share Options outstanding on the date of such transaction, as well as the Exercise Price relating to these Share Options, will be modified in accordance with the exchange ratio used for the existing Shares pursuant to the merger, split and/or share split, without taking into account fractions.

4. **Offer and acceptance of Share Options**

The Share Options can be offered to the Beneficiaries by the Company.

Each Beneficiary has the possibility to accept or to refuse the Offer. The acceptance of Share Options needs to be done in writing by checking on the Acceptance Form the "acceptance" option and mentioning the number of accepted Share Options. The Acceptance Form must be duly completed and signed by the Beneficiary and be delivered to the Company prior to the relevant date stated therein. Except when otherwise provided for in the Offer or the Acceptance Form, such ultimate date of response cannot be later than 60 calendar days after the date of the Offer. If the Beneficiary does not accept the Offer in writing prior to the ultimate date stated in the Acceptance Form, he or she is deemed to have refused the Offer.

Share Options that are offered to a Beneficiary but that are refused by the Beneficiary or that are not timely accepted in writing, shall be deemed never to have been granted to the person and the so refused Share Options shall remain available to the Company for any further grants to other Beneficiaries.

5. Exercise of Share Options

5.1. Exercise Term

Unless the Offer determines a shorter term, the Exercise Term is ten (10) years starting from the Approval Date. Unless otherwise provided, a Share Option shall therefore (in any event) automatically lapse and become null and void at 24:00 hours (midnight), on the day preceding the tenth (10th) anniversary date of the Approval Date.

5.2. Exercise Period

Unless the Board of Directors decides otherwise, Share Options may not be exercised until the end of the third (3rd) calendar year following the calendar year in which the Offer occurred. As from the commencement of the fourth calendar year following the calendar year in which the Offer occurred, all Share Options which have vested pursuant to Section 3.2 may be exercised during an Exercise Period.

The Board of Directors or any other body or person designated by the Board of Directors will establish at least one (1) Exercise Period of two (2) weeks per semester. The initial Exercise Periods shall be (i) 16 March until 31 March, (ii) 16 June until 30 June (iii) 16 September until 30 September, and (iv) 1 December until 15 December. If the last day of an Exercise Period is not a Business Day, the Exercise Period shall end on the last Business Day prior to the day that would otherwise be the last day of the Exercise Period. Any amendments to the Exercise Periods shall be notified by or on behalf of the Company to the Beneficiary.

The Board of Directors may, however, in its absolute discretion, provide for additional Exercise Periods and do so for instance in case of a change of Control over the Company. The Board of Directors may also amend the aforementioned Exercise Periods if such periods were to coincide with applicable restricted or other periods during which the exercise of Share Options would be restricted or not permitted pursuant to applicable market abuse legislation or the dealing code of the Company or any other applicable rules or regulations.

The Share Option Holders and holders of Shares must at all times comply with applicable market abuse legislation and the dealing code of the Company. The Share Option Holders whose exercise rights are limited as a consequence of the conditions of this Plan or the dealing code of the Company, are never entitled to any indemnification or compensation from the Company.

The exercise of the Share Options is unconditional.

5.3. Exercise modalities

A Share Option shall be deemed to have been exercised upon receipt by the Company or any other body or person designated by the Board of Directors (by letter or personal delivery) at the latest on the last Business Day of the Exercise Period during which the Share Option is exercised, of:

- a) a written notice in the form prescribed by the Company (the exercise form) given by the Share Option Holder stating that a Share Option or a specified number of Share Options is/are exercised;
- b) evidence of the complete payment of the Exercise Price prior to or on the last Business Day of the Exercise Period in which the Share Options were exercised, for the number of Shares as indicated in the exercise form referred to in paragraph (a), by bank transfer to a blocked account of the Company whose number shall be communicated by the Company;
- c) in the event that a Share Option is exercised by a Rightful Claimant, suitable proof of the right of this person or these persons to exercise the Share Options;
- d) any and all declarations and documents which the Board of Directors or any other body or person designated by the Board of Directors deems desirable or necessary in order to comply with all applicable legal and regulatory provisions.

In case the blocked bank account referred to in paragraph (b) above is not or not sufficiently credited prior to or on the last Business Day of the Exercise Period in which the Share Options were exercised, the Share Options will be deemed not to be exercised. The Company will inform the Share Option Holder thereof and will reimburse the amount that was deposited too late or was insufficient as soon as possible within the limits set by law. The Share Options will consequently not be lost and remain exercisable at a later stage insofar as the Exercise Term has not expired and insofar as the Plan permits.

5.4. Exercise of Share Options in accordance with the BCCA

In case a Share Option that is not exercisable or cannot be exercised in accordance with the issuance conditions (as specified in the Plan and/or the Acceptance Form), becomes prematurely exercisable pursuant to Article 7:71 of the BCCA (or any other provision having the same purport) and is thus also prematurely exercised pursuant to Article 7:71 of the BCCA (or any other provision having the same purport), the new Shares that a Share Option Holder receives as a result of such exercise will not be transferable, except with the explicit prior consent of the Board of Directors, until such time as the Share Option would have become exercisable in accordance with the Plan and the Acceptance Form.

5.5. Change of Control of the Company

Upon a change of Control over the Company, the Board of Directors may decide to accelerate the vesting of all or part of the Share Options and may determine the conditions applicable in case of such accelerated vesting. In case of a change of Control over the Company, the Board of Directors may, at its absolute discretion, decide to (i) shorten the term of the Share Options previously granted to the Share Option Holders, and (ii) determine that the term of the Share Options will end upon such change of Control effectively occurring. If the Board of Directors decides to shorten the term of the Share Options granted to the Share Option Holders in the context of such change of Control, the Board of Directors will provide for an additional Exercise Period during which the respective Share Options can be exercised immediately prior to such change of Control occurring. The Share Options that are not exercised during the aforementioned additional Exercise Period will automatically become null and void upon the change of Control over the Company effectively occurring. All decisions by the Board of Directors pursuant to this paragraph shall be communicated to the Share Option Holders.

Notwithstanding Section 3.2 and without prejudice to the first paragraph of Section 5.5, the Board of Directors can at all times decide to accelerate the vesting of (all or part of) the Share Options and determine the conditions of such accelerated vesting.

5.6. Issuance of new Shares

The Company shall only be obliged to issue new Shares pursuant to the exercise of Share Options if all exercise conditions set forth in this Plan and the Acceptance Form have been complied with.

As soon as these exercise conditions are complied with, the capital increase resulting from the exercise of the Share Options concerned, and the payment and issuance of the corresponding Shares, shall be recorded before a notary public at the request of the Board of Directors, a Director, the Chief Executive Officer, the corporate secretary, or any proxyholder specifically authorized for that purpose in accordance with Article 7:187 of the BCCA (or any other provision having the same purport), as soon as practicably possible following the expiry of the Exercise Period in which the Share Options concerned were exercised.

The new Shares shall have the same rights and benefits as, and shall rank *pari passu* in all respects, including as to entitlement to dividends, with, the existing and outstanding Shares at the moment of their issuance and will be entitled to distributions in respect of which the relevant record date or due date falls on or after the date of issuance of the new Shares.

The Company shall take such actions and make such filings as shall be necessary to have the Shares that are issued upon the exercise of the Share Options concerned admitted to the trading on the regulated market of Euronext Brussels to the extent the Shares are at that time admitted to the trading on the regulated market of Euronext Brussels.

The Company may at its discretion postpone the delivery of the Shares issued upon exercise of Share Options, if this is necessary in order to comply with the applicable regulations or provisions of whatever nature, including but not limited to public offers, registrations and other obligations with respect to the Shares, as the Company deems appropriate.

6. Termination of the Employment Agreement, Management Agreement or similar Agreement, or of the Director's Mandate

6.1. Good Leaver Situation

If a Good Leaver Situation arises with respect to a Share Option Holder, such Share Option Holder may exercise all Share Options that have vested on or prior to the day on which the Good Leaver Situation occurs, during the remaining Exercise Periods following the Good Leaver Situation. The Share Options that did not vest on or prior to the day on which the Good Leaver Situation occurred will lapse and become null and void on such date.

For the avoidance of doubt, if the Good Leaver Situation is caused by the decease of a Share Option Holder, all vested Share Options held by such Share Option Holder shall pass to his or her Rightful Claimant(s) and the Rightful Claimant(s) will be able to exercise the non-exercised vested Share Options during each Exercise Period within the Exercise Term. The designation and revocation of a Rightful Claimant must be done in writing in accordance with applicable law. In the absence of any valid designation, the heirs of the Beneficiary shall be deemed to be the Rightful Claimants in accordance with the applicable laws of succession. If there are multiple heirs, all heirs shall act jointly or one person designated by the heirs acting jointly shall be deemed to be the Rightful Claimant.

6.2. Bad Leaver Situation

If a Bad Leaver Situation arises with respect to a Share Option Holder, all Share Options shall, whether vested or not, automatically and immediately lapse and become null and void.

6.3. Change of employment

6.3.1 In case of a termination of the employment agreement, management agreement or similar agreement, or Director mandate, of the relevant Share Option Holder accompanied by a simultaneous (other) employment or appointment of the relevant Share Option Holder (or a company Controlled by the Share Option Holder) as a Personnel Member of the Company or a Subsidiary, the Share Options of said Share Option Holder shall continue to vest as set forth in Section 3.2 (if unvested) and, if and when vested, the Exercise Term of the non-exercised Share Options shall remain unchanged and the Share Option Holder can exercise his or her non-exercised Share Options during each Exercise Period within the Exercise Term, subject to the other terms of the Plan and the Acceptance Form.

6.3.2 If, however, at any time following such change as described in Section 6.3.1, a Bad Leaver Situation occurs with respect to the relevant Share Option Holder, then the rules set forth in Section 6.2 shall apply.

6.4. Deviations

The Board of Directors or any other body or person designated by the Board of Directors may at its discretion decide to deviate at any time from the provisions set forth in this Section 6 to the benefit of a Share Option Holder.

7. **Miscellaneous**

7.1. Administration of the Plan

The Board of Directors or any other body or person designated by the Board of Directors shall administer the Plan.

Subject to the provisions of the Plan and in as far as the decisions are in line with the purpose of the Plan, the Board of Directors or any other body or person designated by the Board of Directors, is entitled to determine, define and interpret all rules, regulations or other measures required or desirable for the administration of the Plan, whereby all such decisions will be binding on the Share Option Holders, including but not limited to: (a) determining the number of Share Options to be granted to each Beneficiary, (b) determining the possible additional conditions pursuant to which Share Options are to be granted to the Beneficiaries, and (c) determining the possible additional conditions pursuant to which Share Options shall become vested Share Options, shall become exercisable or shall become transferable.

The Board of Directors may modify all terms and conditions of the Plan to the extent that the express consent of the general shareholders' meeting of the Company is not legally required. The Board of Directors may terminate the Plan at any time. The Share Options that were granted prior to such termination shall remain valid and exercisable in accordance with the conditions of the Plan.

7.2. Binding Nature of the Plan

In case of acceptance of the Share Options, the Beneficiaries shall be bound by, and shall be deemed to have accepted, the terms and conditions set forth in the Plan and the applicable Acceptance Form. In the event of a transfer of the Share Options (or any rights thereto) pursuant

to the Plan, the acquirer or transferee shall be bound by, and deemed to have accepted, the terms and conditions set forth in the Plan, as well as the applicable Acceptance Form.

7.3. Taxes and Social Security – Reporting

The Company (or any of its Subsidiaries as applicable) shall be entitled, in accordance with applicable law or practice, to withhold from the cash remuneration or payment of the month (or other period) during which the taxable benefit arises or from the cash remuneration or payment of any other subsequent month(s) or period(s), and/or the Share Option Holder shall be obliged to pay to the Company or to the respective Subsidiary (if requested by the Company or the respective Subsidiary to do so), the amount of any tax and/or social security contributions, if any, attributable to or payable in connection with the Offer, acceptance, vesting or exercise of any Share Options or attributable to or payable in connection with the delivery or subsequent sale or disposal of the Shares.

The Company (or any of its Subsidiaries as applicable) shall also be entitled, in accordance with applicable law or practice, to make the necessary reporting, required as a result of the Offer, acceptance, vesting or exercise or the delivery or subsequent sale or disposal of the Shares.

7.4. Costs and Expenses

The costs in relation to the issuance of the Share Options and the capital increase resulting from the exercise of Share Options will be borne by the Company. Taxes on stock exchange transactions and other similar duties or taxes that are levied (if at all) in relation to the exercise of Share Options and/or the delivery of the Shares resulting therefrom will be borne by the Share Option Holder concerned.

7.5. Relation to employment, management or similar agreement, or Director's mandate

Notwithstanding any provision of the Plan and/or the Acceptance Form, the rights and obligations of a Share Option Holder as determined under the terms of his or her employment, management or similar agreement with the Company or any Subsidiary, or under his or her Director's mandate, shall not be affected by his or her participation in the Plan or by any right that he or she may have to participate therein.

A Share Option Holder shall have no rights to compensation or damages in case of a termination of his or her employment, management, or similar agreement or Director's mandate for any reason whatsoever, insofar as those rights arise or may arise in respect of the rights which he or she would have or the claims which he or she could make relating to the exercise of the Share Options.

7.6. Shareholders' meetings

The Share Option Holder has the right to participate in the general shareholders' meetings of the Company, but without voting right and only in an advisory capacity, subject to complying with the formalities set forth in the respective convocations to such general shareholders' meetings and in the articles of association of the Company.

7.7. Communication with Share Option Holder

By accepting Share Options, a Share Option Holder agrees that all documentation can be validly communicated by the Company by e-mail, including convocations for general shareholders' meetings and documentation pertaining to the exercise of Share Options. Each Share Option Holder is obliged to keep the Company informed of changes to his or her address and changes to his or her e-mail address. Communications sent by the Company to the last known address or e-mail address of the Share Option Holder are validly made.

Any notice to the Company shall be validly made if delivered by hand with confirmation of receipt or sending it by mail to the attention of the Board of Directors (with copy to the legal department of the Company) at the address of the registered office of the Company.

7.8. Applicable law and competent courts

This Plan and the Share Options granted under the Plan shall be governed by and construed in accordance with the laws of Belgium (excluding its conflict of laws provisions). Any dispute arising under the Plan or the applicable Acceptance Form which cannot be settled amicably shall be subject to the exclusive jurisdiction of the courts in the jurisdiction where the Company has its registered office.
