

Unofficial English office translation of the deed of amendment executed before Johannes Schouten, civil-law notary at Amsterdam, on 15 December 2021. Only the text of the Dutch notarial deed executed in the Dutch language prevails.

NL01-000300.00001/RVV/NB16

Deed containing the  
Amendment of the Articles of Association of  
**Stichting Oncode Institute**

This day, the fifteenth day of December two thousand and twenty-one, personally appeared before me, Johannes Schouten, civil-law notary having offices in Amsterdam, the Netherlands: Neville Sanjeev Bhikha, for this matter domiciled at Amsteldijk 220, 1079 LK Amsterdam, the Netherlands, born in Rotterdam, the Netherlands, on the second day of January nineteen hundred and ninety-three.

The person appearing declared:

Resolution of amendment

1. The management board of Stichting Oncode Institute, a foundation (*stichting*) incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) at the municipality of Utrecht, with address Jaarbeursplein 6, 3521 AL Utrecht, the Netherlands, registered with the trade register of the Chamber of Commerce (*Kamer van Koophandel*) under number 69303010 (the "**Foundation**") has, in accordance with article 17 of the Foundation's articles of association, resolved to amend the Foundation's articles of association and to authorise the person appearing to execute and sign the deed of amendment of the articles of association (the "**Resolution**").
2. A copy of the Resolution is attached to this deed as **Annex 1**.
3. In accordance with article 6.10 sub I of the Foundation's articles of association the supervisory board of the Foundation has approved the Resolution (the "**Approval**").
4. A copy of the Approval is attached to this deed as **Annex 2**.

Amendment of the articles of association of the foundation

Based on the Resolution, the person appearing declared to amend the articles of association of

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the Foundation as follows:

Article 6 paragraph 6 will be amended as follows:

"6. Any director who has a direct or indirect personal conflict of interest with the foundation and its affiliated organization will not participate in the deliberations and the relevant decision-making process within the Managing Board. In that case, the decision is taken by the other director(s). If there are no other director(s) and as a result no board decision can be made, that decision will be taken by the Supervisory Board.

A conflict of interests shall exist among other things in an event of performance of legal acts that may be valued in money between the foundation and (i) members of the Managing Board and/or its employees; (ii) persons who have a close family relationship or a comparable relationship with the persons mentioned above under (i); and/or (iii) legal persons of which the persons mentioned above under (i) and (ii) are members of the board or of the supervisory board. A director who assumes a legal act of the foundation may qualify as conflict of interest towards himself, shall notify in writing the Head of the Institute as well as its co-directors thereof. The Head of the Institute shall forward the notification to the Supervisory Board. Only in the event of doubt or discussion within the Managing Board on the qualification of a certain transaction as a (possible) conflict of interest, or in the event that the person with respect to whom the Managing Board has established that regarding a certain transaction he has a direct or indirect personal conflict of interest with the foundation, refuses to abstain from the deliberations and/or decision making, the Head of the Institute shall request the Supervisory Board to consider and determine whether such conflict of interest exists."

A new paragraph 12 shall be inserted to article 6 and shall read as follows:

"12. In the event of the absence or inability of a director, the other directors are or the other director is temporarily charged with the management of the foundation. In the event of the absence or inability of all directors or the sole director, the person appointed for that purpose by the Supervisory Board is temporarily charged with the management of the foundation. The person who, in the absence or inability of the director(s), is temporarily charged with the management of the foundation is equated with a director with regard to these administrative acts.

A director is deemed absent, inter alia, in the following circumstances:

- suspension of a director;
- a director being placed under guardianship;
- a director, being the sole director, having a conflict of interest as referred to in article 6.6, for the duration of the relevant deliberation and decision-making."

Article 9 paragraph 4 will be amended as follows:

"4. The members of the Supervisory Board are appointed for a period of four (4) years. They

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retire according to a rotation schedule drawn up by the Supervisory Board and to be amended from time to time.

Members of the Supervisory Board may be reappointed only once for a period of four (4) years, and if relevant after consultation with and a positive evaluation of the Stakeholder which had nominated him to a position in the Supervisory Board."

Article 9 paragraph 8 will be amended as follows:

"8. In the event of the absence or inability of a member of the Supervisory Board, the other members are or the other member is temporarily charged with supervising the policy of the management of the foundation. In the event of the absence or inability of all members of the Supervisory Board or of the sole member of the Supervisory Board, the person appointed for that purpose by the board is temporarily charged with supervising the policy of the management of the foundation. A person who, in the absence or inability of a member of the Supervisory Board, is temporarily charged with supervising the foundation is equated with a member of the Supervisory Board for the performance of those duties. A member of the Supervisory Board is deemed absent, inter alia, in the following circumstances:

- suspension of a member of the Supervisory Board;
- a member of the Supervisory Board being placed under guardianship;
- a member of the Supervisory Board, being the only member of the Supervisory Board, having a conflict of interest as referred to in article 12.3, for the duration of the relevant deliberation and decision-making."

#### **Continuous text of the articles of association as a result of the partial amendment of the articles of association**

Following the amendment of articles 6.6, 9.4 and 9.8 of the articles of association of the Foundation and the insertion of the new article 6.12 in accordance with the aforementioned amendments, the continuous text of the articles of association of the Foundation shall read as follows:

#### **ARTICLES OF ASSOCIATION**

##### Name and Registered Office

##### Article 1

1. The foundation bears the name: **Stichting Oncode Institute**.
2. The foundation has its corporate seat in Utrecht, the Netherlands.

##### Objective

##### Article 2

1. The foundation has the following objective:
  - a. to bring top scientists together in an independent, world-class cancer research institute whose aim is to provide better treatments for cancer, through an innovative model

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- combining high-quality research with excellent technology transfer; and
- b. to undertake any activities related to or beneficial to the foregoing in the broadest possible sense, as long as it serves the general welfare, including accessibility of affordable medicines for Dutch patients.
  2. To achieve its object, the foundation may perform any act that is related to the foregoing or that may be conducive thereto, all in the widest sense of the word.
  3. The foundation explicitly does not aim to make profits or the advocating of commercial interest.

#### Corporate bodies

##### Article 3

The foundation shall have the following corporate bodies:

- a. the managing board ("**Managing Board**"); and
- b. the board of supervisory directors ("**Supervisory Board**").

##### Managing Board: composition, tasks and authorities

##### Article 4

1. The Managing Board shall consist of two (2) or three (3) directors or such higher number established by, and which directors shall be appointed by, the Supervisory Board. Only natural persons can be appointed as director. The appointed directors shall be attributed the title of Managing Director, Valorization Director and Scientific Director.
2. The directors shall be appointed by the Supervisory Board. In the event of one or more vacancies in the Managing Board, the vacancy/these vacancies will be filled in as soon as possible.
3. The Supervisory Board shall elect the head of the institute ("**Head of the Institute**") amongst the members of the Managing Board.
4. The Head of the Institute shall be the chairperson.
5. The members of the Managing Board shall be appointed for a term of the lesser of (i) three years or (ii) the remainder of the agreed term of any financing provided to the foundation or the date of premature termination of any such financing. A director that has resigned or whose membership of the Managing Board was terminated in accordance with the preceding phrase shall be eligible for reappointment immediately.
6. In the event of one or more vacancies in the Managing Board, the other director(s) shall maintain its/their authorization.
7. The Supervisory Board shall determine the remuneration paid to the directors with due observance of the Public and Semi-public Sector Senior Officials (Standard Remuneration) Act (*Wet normering topinkomens*) or any future act or regulation which at any time may replace it.
8. The Managing Board is charged with the executive management of the foundation.

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9. The Managing Board is not authorized to decide to enter into agreements for the acquisition, alienation and encumbrance of registered property, unless such resolution is passed following the prior written approval of the Supervisory Board.
10. The Managing Board is not authorized to decide to enter into agreements by which the foundation binds itself as a surety or joint and several debtor, exerts itself for a third party, or provides security for a debt of a third party, unless such resolution is passed following the prior written approval of the Supervisory Board.
11. The Supervisory Board is authorized to also make subject to its prior written consent other resolutions of the Managing Board. Such resolutions shall be clearly described to the Managing Board in writing.
12. Testamentary dispositions may only be accepted with the benefit of inventory.

#### Managing Board: meetings

##### Article 5

1. The Managing Board meetings shall be held in a place in the Netherlands as determined in the convocation notice.
2. Annually, within six (6) months following closing of the financial year, a board of directors meeting (annual meeting) shall be held, in which at any rate the adoption of the annual accounts consisting of the balance sheet and profit and loss statement will be discussed. In addition, a meeting of the Managing Board will be held at least once each calendar quarter.
3. Furthermore, meetings shall be held whenever one of the directors shall convene the meeting.
4. The notice convening the meeting shall be sent at least seven (7) days in advance, not counting the days of the notice and the meeting, by means of convocation notices that may also be dispatched electronically.
5. Said convocation notices shall state, except the place and time of the meeting, the business to be transacted.
6. Meetings shall be chaired by the Head of the Institute. In his absence, those present will see to it that the meeting is chaired.
7. Minutes shall be kept of the meetings by one of the other members of the Managing Board present or another person, who is approached to this end by the chair of the meeting. The minutes containing a list of resolutions shall be approved by the Managing Board and signed by the chair.

#### Managing Board: resolutions

##### Article 6

1. The Managing Board can only validly pass resolutions if the majority of the directors holding office are present or represented. One or more members of the Managing Board

can be present at the meeting by remote attendance by phone or by videoconferencing, or any other electronic means of communication.

A director can be represented at the meeting by another director upon submission of a written proxy, to be assessed by the chair of the meeting. A director can only act as a proxy for one single other director.

2. If in a meeting no resolution can be adopted because the required quorum is not present or represented, a second meeting will be held within four (4) weeks following the date of the first meeting and taking into account a convocation period of at least seven (7) days, the date of the convocation and the date of the meeting not included. In this second meeting valid resolutions may be adopted, regardless of the number of members of the Managing Board in attendance or represented.
3. As long as all directors are present or represented at any meeting, valid resolutions may be passed, irrespective of the requirements contained in these articles of association regarding convocation and the holding of meetings have not been taken into account.
4. The Managing Board can also pass resolutions without holding a meeting, provided that all directors have expressed their opinion, either in writing or by any other means of telecommunication. The chair shall take care of a record of a resolution thus passed, including the replies received, which record shall be signed by the Head of the Institute and then added to the register of minutes.
5. Each director shall have the right to cast one vote. As far as these articles of association do not prescribe a larger majority, the Managing Board can only pass valid resolutions by an absolute majority of the votes cast. Notwithstanding the foregoing, the Managing Board shall strive to reach consensus on all proposed resolutions. The chair in particular shall encourage collective decision-making.
6. Any director who has a direct or indirect personal conflict of interest with the foundation and its affiliated organization will not participate in the deliberations and the relevant decision-making process within the Managing Board. In that case, the decision is taken by the other director(s). If there are no other director(s) and as a result no board decision can be made, that decision will be taken by the Supervisory Board.

A conflict of interests shall exist among other things in an event of performance of legal acts that may be valued in money between the foundation and (i) members of the Managing Board and/or its employees; (ii) persons who have a close family relationship or a comparable relationship with the persons mentioned above under (i); and/or (iii) legal persons of which the persons mentioned above under (i) and (ii) are members of the board or of the supervisory board. A director who assumes a legal act of the foundation may qualify as conflict of interest towards himself, shall notify in writing the Head of the Institute as well as its co-directors thereof. The Head of the Institute shall forward the

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notification to the Supervisory Board. Only in the event of doubt or discussion within the Managing Board on the qualification of a certain transaction as a (possible) conflict of interest, or in the event that the person with respect to whom the Managing Board has established that regarding a certain transaction he has a direct or indirect personal conflict of interest with the foundation, refuses to abstain from the deliberations and/or decision making, the Head of the Institute shall request the Supervisory Board to consider and determine whether such conflict of interest exists.

7. All voting at the meeting shall be oral, unless one of the directors requests vote by ballot prior to the voting. Written votes shall be cast by means of sealed and unsigned ballot.
8. Blank votes shall be considered as not having been cast.
9. All disputes arising about voting that are not provided for by these articles of association shall be decided upon by the chair of the meeting.
10. Notwithstanding the provisions elsewhere in these articles of association, the following board resolutions are subject to the approval of the Supervisory Board:
  - a. the adoption of the strategic plan, including the scientific plan, with the long-range budget, and the annual plan with corresponding exploitation budget to be submitted by the Managing Board each year;
  - b. the approval of the annual budget;
  - c. a major change in the strategic plan, including underlying policy plans or long-range plans drawn up for any year or series of years;
  - d. the adoption of and/or amendment to the annual accounts consisting of the balance sheet and profit and loss statement of the Managing Board;
  - e. the employment of employees with an annual gross salary of over one-hundred thousand Euro (€ 100,000.00) ("key employees"), or the adjustment of the gross salary of existing key employees by at least twenty percent (20%) which have not yet been agreed upon in the employment agreement;
  - f. adoption of guidelines for the incorporation and termination of legal entities;
  - g. the litigation, if the interest of the relevant action exceeds a value of fifty thousand Euro (€ 50,000.00).
  - h. the providing to any person of loans, advance payments or credit facilities (other than in the ordinary conduct of business);
  - i. the debt structure and loans of the foundation;
  - j. the adjustment of the accounting principles for preparing the annual accounts;
  - k. the adoption of or amendment to the regulations of the Good Governance Charter, as stated in article 16;
  - l. the entering into a legal merger, split-off and amendment to these articles of association;

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- m. the filing of a winding-up petition or application for a moratorium of the foundation;
  - n. the dissolution of the foundation and the establishing of the balance left after winding-up;
  - o. the entering into agreements with or termination of agreements with strategically important contractual relations, including but not limited to important new funders;
  - p. the granting of continuous limited powers of attorney to directors or any officers employed by the foundation as referred to in article 8.3;
  - q. the effecting of other legal transactions as stipulated by the Supervisory Board in advance; and
  - r. the approval of a decision to undertake any action as described in this paragraph 10 adopted by a corporate body of any company in whose capital the foundation owns all issued shares, provided that such decision is subject to the approval of the general meeting of such company, of the meeting of holders of shares in the capital of the company which are held by the foundation or of the foundation.
11. In the event one of the directors informs the other members of the Managing Board that he disputes a matter he considers of material importance for the foundation's strategy ("**Disputing Director**"), the Head of the Institute shall, within two weeks of receipt of such notice, convene a meeting of the Managing Board at which efforts are made to solve the matter. In case the matter should not be solved at such meeting, the Head of the Institute shall bring the matter at the attention of the Supervisory Board in writing which shall resolve on the matter in a meeting to be held within one month upon receipt of the notice from the Head of the Institute. The members of the Managing Board have the right to attend and speak at such meeting.
12. In the event of the absence or inability of a director, the other directors are or the other director is temporarily charged with the management of the foundation. In the event of the absence or inability of all directors or the sole director, the person appointed for that purpose by the Supervisory Board is temporarily charged with the management of the foundation. The person who, in the absence or inability of the director(s), is temporarily charged with the management of the foundation is equated with a director with regard to these administrative acts.
- A director is deemed absent, inter alia, in the following circumstances:
- suspension of a director;
  - a director being placed under guardianship;
  - a director, being the sole director, having a conflict of interest as referred to in article 6.6, for the duration of the relevant deliberation and decision-making.

Managing Board: End of Managing Board Membership

Article 7



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The membership of a director shall cease:

- a. upon his death;
- b. in the event that he loses the right to dispose of his property;
- c. by voluntary resignation;
- d. by his retirement from the Managing Board in conformity with the schedule listed in section 4;
- e. by his dismissal effected by the Supervisory Board;
- f. by his dismissal pursuant to Article 2:298 of the Dutch Civil Code.

#### Managing Board: Representation

##### Article 8

1. The Managing Board shall represent the foundation.
2. The authority to represent the foundation shall be vested in two directors acting jointly.
3. The Managing Board may, subject to the approval of the Supervisory Board, grant continuous powers of attorney to directors or any officers employed by the foundation, to represent the foundation within the limits of that power of attorney.

#### Supervisory Board: composition, duties, responsibilities and powers

##### Article 9

1. The Supervisory Board consists of a number of at least three (3) and maximally nine (9) natural persons to be appointed by the Supervisory Board.
2. One member of the Supervisory Board is appointed as independent chair, unattached to any of the Stakeholders. The other members of the Supervisory Board are appointed by resolution of the Supervisory Board on the basis of a nomination made as follows or belonging to the communities mentioned below.

Each of the following stakeholders ("**Stakeholders**") shall have the right to nominate one (1) person to be appointed on one position in the Supervisory Board:

- a. Stichting Koningin Wilhelmina Fonds voor de Nederlandse Kankerbestrijding, registered with the trade register of the Chamber of Commerce under number 41197125;
- b. The Dutch government (*Staat der Nederlanden*) represented by the Ministry of Health, Welfare and Sport, the Ministry of Economic Affairs, and the Ministry of Education, Culture and Science;
- c. The affiliated research institutions (affiliated cancer research institutes, not being an University medical centre, with whom Oncode Institute has entered into an affiliation agreement);
- d. The affiliated University medical centres, with whom Oncode Institute has entered into an affiliation agreement.

The other members of the Supervisory Board shall be selected and appointed by the

Supervisory Board, one of them shall have the knowledge and experience in business, and one shall have the knowledge and experience in the foundation's objectives through personal experience or as a representative of cancer patients, as further specified in the profile. A Stakeholder shall take the profile of the Supervisory Board's composition and of the vacant position adopted by the Supervisory Board into consideration when making a nomination. The Supervisory Board shall be free to appoint a supervisory director if the relevant Stakeholder fails to make a nomination within two (2) months of the position becoming vacant. A nomination submitted on time shall be binding. However, the Supervisory Board may disregard the nomination in the event such nomination does not comply with the profile of its composition or of the vacant position, if it adopts a resolution to that effect by a positive vote of no less than two-thirds of the members of the Supervisory Board. In such event the relevant Stakeholder can nominate another person. If the second nomination is again rejected, the Supervisory Board shall then be authorised to appoint the new member on the vacant position itself.

3. The expertise and background demanded of a member of the Supervisory Board are by and large determined by the Supervisory Board in a profile, to be detailed in regulations to be drawn up by the Supervisory Board. The Supervisory Board will regularly assess if the profile is still adequate and adjust it, if necessary.

4. The members of the Supervisory Board are appointed for a period of four (4) years. They retire according to a rotation schedule drawn up by the Supervisory Board and to be amended from time to time.

Members of the Supervisory Board may be reappointed only once for a period of four (4) years, and if relevant after consultation with and a positive evaluation of the Stakeholder which had nominated him to a position in the Supervisory Board.

5. The members of the Supervisory Board are dismissed and suspended by resolution of the Supervisory Board. A member of the Supervisory Board may be dismissed or suspended for dereliction of his duties provided by law, by these articles of association or regulations, for other serious reasons or due to a major change in the circumstances on the basis of which it cannot be reasonably required of the foundation to retain him as a member of the Supervisory Board. A resolution to suspend or dismiss a member of the Supervisory Board is adopted by an absolute majority of the votes cast in a meeting where at least two-thirds of the members of the Supervisory Board are in attendance or represented, the vote of the member concerned not included. The resolution to suspend or dismiss is reasoned. If in this meeting the required number of members of the Supervisory Board is not in attendance or represented, a second meeting will be held within four (4) weeks following the date of the first meeting and taking into account a convocation period of at least ten (10) days, the date of the convocation and the date of

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the meeting not included. In this second meeting a valid resolution to suspend or dismiss may be adopted by an absolute majority of the votes cast, regardless of the number of members of the Supervisory Board in attendance or represented, the vote of the member concerned not included.

Before a resolution to suspend or dismiss a member is adopted, the Supervisory Board will allow the person concerned to account for his actions in a meeting of the Supervisory Board. The person concerned may be assisted by a counsel for this purpose.

6. A resolution to suspend a member that is not followed by either dismissal or the lifting of the suspension within two (2) months will end after the lapse of this term.
7. The membership of the Supervisory Board ends through:
  - a. death or the establishment by the Supervisory Board that during a continuous period of three months such member was incapable of performing its function;
  - b. the member's resignation filed to the Supervisory Board;
  - c. dismissal by the Supervisory Board;
  - d. retirement by rotation without reappointment;
  - e. appointment as Oncode Investigator;
  - f. entering into an employment agreement with the foundation;
  - g. the placement under guardianship, bankruptcy or administration order of his/her assets.
8. In the event of the absence or inability of a member of the Supervisory Board, the other members are or the other member is temporarily charged with supervising the policy of the management of the foundation. In the event of the absence or inability of all members of the Supervisory Board or of the sole member of the Supervisory Board, the person appointed for that purpose by the board is temporarily charged with supervising the policy of the management of the foundation. A person who, in the absence or inability of a member of the Supervisory Board, is temporarily charged with supervising the foundation is equated with a member of the Supervisory Board for the performance of those duties. A member of the Supervisory Board is deemed absent, inter alia, in the following circumstances:
  - suspension of a member of the Supervisory Board;
  - a member of the Supervisory Board being placed under guardianship;
  - a member of the Supervisory Board, being the only member of the Supervisory Board, having a conflict of interest as referred to in article 12.3, for the duration of the relevant deliberation and decision-making.
9. The Supervisory Board has the duty to supervise the policy of the Managing Board and the general conduct of business in the foundation. It will advise the Managing Board. In fulfilling its duties, the Supervisory Board will represent the interest of the foundation and

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institutions affiliated thereto. The Supervisory Board is responsible for the employment practice regarding the Managing Board, and will establish the legal status and the employment conditions of the members of the Managing Board.

10. The Supervisory Board conducts at least annually with each of the members of the Managing Board a conversation concerning their performance. The Supervisory Board and the Managing Board perform annually an evaluation on the mutual operations of both organs related to its own operations and in relation to each other.
11. The Supervisory Board is responsible for the quality of its own performance. The Supervisory Board evaluates its performing and the performing of its members at least annually without the presence of the Managing Board and informs the Managing Board as well as the Stakeholder(s) on whose nomination the member of the Supervisory Board was appointed afterwards about the outcome of the evaluation.
12. The Managing Board will duly furnish to the Supervisory Board the data needed for the fulfilment of its duties. The right of the Supervisory Board to receive such information and the time on which and within which such information shall be made available shall be laid down in an information protocol included in regulations.
13. The Supervisory Board or one or more members to be appointed from its midst has access to all locations of the foundation and is entitled to inspect all files, records and documents.  
To this end the Supervisory Board may be assisted by one or more experts, who must be granted access to the entire administration.
14. Members of the Supervisory Board shall not receive any remuneration for their activities, be it directly or indirectly. A reasonable cost reimbursement for costs the members of the Supervisory Board made in connection with the services to the foundation is allowed.
15. Upon consultation with the Managing Board, the Supervisory Board is authorised to establish one or more subcommittees, including a remuneration committee and an audit committee, whose composition, tasks and powers will be determined by rules of procedure.

#### Supervisory Board: Independence and incompatible functions

##### Article 10

1. Each member of the Supervisory Board is independent. He functions without a mandate and not bound by any instructions.  
The Supervisory Board performs its duties independently, in the best interests of the foundation as a whole. The responsibility for the proper performance of its duties is vested collectively in the Supervisory Board.
2. Persons excluded from being a member of the Supervisory Board are persons in respect of whom:

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- personally; and/or
  - their spouse, registered partner or other life companion, foster-child or relatives by blood or affinity up to and including the second degree, the following applies:
    - a. who are employed by the foundation or who provide services at or for the purpose of the foundation for valuable consideration, not including employees of Stakeholders;
    - b. who in a period of three (3) years prior to the appointment has been employed by the foundation;
    - c. who in the three (3) years prior to the appointment have had an important business relation with the foundation;
    - d. who in a previous period of three (3) years have been manager of the foundation or a member of the Managing Board;
    - e. who as a director is connected to or in service of an organisation that is involved in determining the employment conditions of the employees;
    - f. who have such a relation with an active member of the Supervisory Board or of the Managing Board that their independence is at stake;
    - g. who is a member of a municipal board in the field of work of the foundation;
    - h. who is charged with or helps exercise state control of the foundation;
    - i. who is an Oncode Investigator;
    - j. who has such other function that the membership of the Supervisory Board may lead to a conflict with the interest of the foundation, a conflict with this function, to incompatibility or to any potential mixing of interests.
3. Members of the Supervisory Board are not permitted to personally benefit directly or indirectly from contracting, deliveries to or agreements with the foundation.
4. In all cases in which a member of the Supervisory Board has an interest that is contrary to the interest of the foundation that is of material significance, prior written approval of the Supervisory Board is required.

#### Supervisory Board: Meetings, convocations, decision-making

##### Article 11

1. The Supervisory Board appoints a non-aligned chair and can appoint a vice-chair from its midst. As long as a vacancy has not been filled definitively, one of the other members of the Supervisory Board may be appointed to deputize for this position for the time being.
2. The Supervisory Board will meet at least four (4) times a year and as often as the chair deems desirable or as often as two (2) members of the Supervisory Board or the Managing Board so request to the chair by stating reasons. The convocations to the meeting are effected by or on behalf of the chair or the vice-chair, who have equal rights

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to do so, at least ten (10) days in advance, the date of the convocation and the date of the meeting not included, via convocation letters that may also be dispatched electronically. In urgent cases a shorter term may suffice, such at the discretion of the chair.

3. The convocation letters will specify, in addition to the place and time of the meeting, the agenda in which the subjects to be discussed are listed, and if possible, provided with an explanation. Taking into account the efficiency of the decision making of the Supervisory Board, the chair may decide, unless any member of the Supervisory Board prior to such meeting would oppose thereto, that the meeting may be held by phone or by videoconference, or any other electronic means of communication.

#### Supervisory Board: Decision-making

##### Article 12

1. The Supervisory Board may only adopt resolutions in a meeting where at least half of the number of members of the Supervisory Board, including at any rate the chair or the vice-chair, is in attendance or represented. Each member of the Supervisory Board may be represented at all times, but only by a co-member of the Supervisory Board with a written proxy. A member of the Supervisory Board may act as an agent only on behalf of one other member of the Supervisory Board.

If not at least half of the number of members of the Supervisory Board is in attendance or represented in the meeting, a second meeting will be held within four (4) weeks following the date of the first meeting and taking into account a convocation period of at least ten (10) days, the date of the convocation and the date of the meeting not included. In this second meeting valid resolutions may be adopted, regardless of the number of members of the Supervisory Board in attendance or represented.

2. Each member of the Supervisory Board is entitled to cast one vote. Insofar as these articles of association do not prescribe a larger majority, all resolutions of the Supervisory Board are adopted by an absolute majority of the votes cast.

In case of a vote on a proposal to suspend or dismiss a member of the Supervisory Board, the relevant member cannot take part in the vote and will not be taken into account in the assessment if two-thirds of the number of members are in attendance or represented.

3. Each member of the Supervisory Board who has a direct or indirect personal conflict of interest with the foundation and its affiliated organization shall not participate in the deliberations and the decision-making process concerned in the Supervisory Board. The decision is then taken by the other members of the Supervisory Board. In the event of a conflict of interest as referred to in the first sentence vis-à-vis all members of the Supervisory Board or the sole member of the Supervisory Board, the members of the

- Supervisory Board or the sole member of the Supervisory Board shall remain authorized to take a decision while recording the considerations underlying the decision in writing.
4. All voting in the meeting will be effected orally, unless the chair deems a ballot desirable or one of the persons with voting rights demands a ballot prior to the vote. Voting by ballot will be effected by means of sealed and unsigned ballots. Decision-making by acclamation is permitted.
  5. Abstentions and votes cast on signed ballots are invalid. If the votes are tied, a second meeting will be held within four (4) weeks following the date of the first meeting and taking into account a convocation period of at least ten (10) days, the date of the convocation and the date of the meeting not included. In this second meeting valid resolutions may be adopted, regardless of the number of members of the Supervisory Board in attendance or represented.
  6. Minutes are kept of the business transacted in each meeting by or under the responsibility of the secretary of the Supervisory Board and a list of resolutions is prepared of the resolutions adopted. The minutes and the list of resolutions are dispatched to all members of the Supervisory Board at the latest at the date of the convocation of the next meeting or at a previous date to be determined by the chair and the secretary; the adoption of the minutes and the list of resolutions is adopted in the next meeting of the Supervisory Board. The minutes and the list of resolutions are witnessed by the signatures of the chair and the secretary of the Supervisory Board.
  7. The meetings of the Supervisory Board are attended by the members of the Managing Board, unless the chair for meetings other than those referred to in article 6.11 decides otherwise.
  8. If a meeting of the Supervisory Board has not been convened in a timely manner or not at all, or if the agenda is missing, the Supervisory Board may nonetheless adopt resolutions on all subjects addressed, on the condition that all members of the Supervisory Board are in attendance or represented in the meeting and the relevant resolutions are adopted unanimously.
  9. The Supervisory Board may adopt resolutions also without holding a meeting, provided that all members of the Supervisory Board declare to be in favour of the proposed resolution in writing.  
Of a resolution thus adopted the secretary of the Supervisory Board will draw up a signed statement containing the text of the resolution adopted verbatim. The statement is signed by the chair and the secretary of the Supervisory Board and read out in the next meeting of the Supervisory Board.
  10. In all disputes concerning voting, not provided for by these articles of association, the chair of the Supervisory Board will decide.

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11. In the event of the absence or inability of a member of the Supervisory Board, the other members are or the other member is temporarily charged with supervising the policy of the management of the foundation. In the event of the absence or inability of all members of the Supervisory Board or of the sole member of the Supervisory Board, the person appointed for that purpose by the board is temporarily charged with supervising the policy of the management of the foundation. A person who, in the absence or inability of a member of the Supervisory Board, is temporarily charged with supervising the policy of the management of the foundation is equated with a member of the Supervisory Board for the performance of those duties.

Inability includes, inter alia:

- suspension of a member of the Supervisory Board;
- a member of the Supervisory Board being placed under guardianship;
- a member of the Supervisory Board, being the only member of the Supervisory Board, having a conflict of interest as referred to in article 12.3, for the duration of the relevant deliberation and decision-making.

#### Financial Year and Annual Accounts

##### Article 13

1. The financial year of the foundation shall coincide with the calendar year.
2. The Managing Board is obliged to keep records of the financial position of the foundation and of everything concerning the foundation's activities, in accordance with the requirements arising from these activities, and to keep the books, documents and other data carriers in such a way that the foundation's rights and obligations can be known from them at any time.

The Managing Board shall in that context at any rate prepare an annual policy plan including an annual budget, giving insight in:

- the work performed by the foundation;
- the manner in which the foundation attracts funds;
- the management of the assets of the foundation;
- the expenses of the foundation.

A copy of such policy plan shall be provided to the Supervisory Board.

3. Within six (6) months of the end of each financial year the Managing Board is obliged to draw up annual accounts and profit and loss statement of the foundation and record in writing and subsequently adopt them. The annual accounts and profit and loss statements require the prior approval of the Supervisory Board. In order to do so the adopted documents shall be sent to the Supervisory Board within month following its adoption. The Supervisory Board shall appoint a certified accountant, an accounting consultant or another expert within the meaning of article 2:393 of the Netherlands Civil



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Code to examine the annual accounts. This expert will issue a report of his findings to the Managing Board and the Supervisory Board.

4. The Supervisory Board is authorized to grant discharge to the members of the Managing Board in respect of the policy conducted by them in the year under review, insofar as this policy is evidenced by the annual report or if that policy has been disclosed to the Supervisory Board.
5. The Managing Board is obliged to keep the records, documents and other data carriers during the period prescribed by law.

#### Right to indemnification

##### Article 14

1. To the extent that the law does not provide otherwise, (former) members of the Managing Board and the Supervisory Board are entitled to the following compensation by the foundation:
  - a. the reasonable costs of legal advice and conducting a defence against claims based on acts or omissions in the performance of their duties or any other function they fulfil at the request of the foundation or have completed;
  - b. any damages or fines payable by them as a reason to under a above mentioned acts or omissions;
  - c. the reasonable costs of legal advice regarding and of appearing in other legal proceedings in which he in his capacity of (former) member of the Managing Board or of the Supervisory Board are involved with the exception of proceedings primarily aimed at pursuing a claim of their own,actually and reasonably incurred by them in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the foundation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful or outside of their mandate.
2. There shall be no entitlement to reimbursement as referred to in paragraph 1 if and to the extent that (i) it has been established by the Dutch court in a final judgment that the act or omission of the person concerned may be characterized as seriously personally culpable (*ernstig persoonlijk verwijtbaar*), unless the law provides otherwise or this would lead to unacceptable consequences in the current circumstances taking into account the standards of reasonableness and fairness, or (ii) the costs or financial loss of the person concerned is covered by insurance and the insurer has paid expenses or financial loss.
3. No person shall be personally liable to the foundation for monetary damages for breach of fiduciary duty as a director or as a supervisory director, provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of such

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individual's duty of loyalty to the foundation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the director derived an improper personal benefit or (iv) for personal liability which is imposed by Dutch law, as from time to time amended. No amendment, repeal or modification of this Article 14 shall adversely affect any right or protection of any person entitled to indemnification or advancement or expenses under this Article 14 prior to such amendment, repeal or modification.

#### Advisory boards and committees

##### Article 15

Subject to the prior approval by the Supervisory Board, the Managing Board is authorised to establish one or more advisory boards and committees, whose composition, tasks and powers will be determined by rules of procedure and this shall be at least the following four (4) advisory boards and committees:

- a. the International Advisory Board;
- b. the Research Management Committee;
- c. the Valorization Advisory Board; and
- d. the Clinical Advisory Board.

#### Rules and regulations

##### Article 16

1. The Managing Board has the power to adopt rules and regulations in which the issues are arranged that, in the opinion of the Managing Board, require (further) arrangement. These rules and regulations will be included in the Good Governance Charter.
2. The rules and regulations shall not be contrary to the law or to these articles of association.
3. The Managing Board is authorised at all times to amend or cancel the rules and regulations.
4. Adoption, amendment and termination of the rules and regulations shall be subject to approval of the Supervisory Board.
5. The Good Governance Charter constitutes the regulations of:
  - a. Supervisory Board;
  - b. Managing Board;
  - c. Research Management Committee;
  - d. International Advisory Board;
  - e. Clinical Advisory Board; and
  - f. Valorization Advisory Board.
  - g. Investment Advisory Committee
6. The Good Governance Charter comprehends key policies:

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- h. Conflict of interest policy;
- i. Privacy policy;
- j. Whistle-blower policy; and
- k. Financial regulations.

#### Amendment of the articles of association

##### Article 17

1. The Managing Board shall have the authority to amend the articles of association, upon prior approval by the Supervisory Board.
2. The resolution by the Managing Board to amend the articles of association must be taken unanimously at a meeting in which all members of the Managing Board are represented and provided that the Managing Board does not have any vacant positions. If not all members of the Managing Board are in attendance or represented in the meeting, a second meeting will be held within four (4) weeks following the date of the first meeting and taking into account a convocation period of at least seven (7) days, the date of the convocation and the date of the meeting not included. In this second meeting valid resolutions may be adopted, regardless whether or not the quorum mentioned in the first phrase is met, however always with observance of the quorum provided by article 6 paragraph 1, provided that the Managing Board does not have any vacant positions and that the resolution is unanimously adopted.
3. The resolution by the Supervisory Board to approve the resolution by the Managing Board, when a resolution is taken to amend article 9, shall preferably be taken unanimously, and otherwise by a majority of at least two thirds (2/3) of the votes cast, at a meeting in which all members of the Supervisory Board are in attendance or represented. If not all members of the Supervisory Board are in attendance or represented in the meeting, a second meeting will be held within four (4) weeks following the date of the first meeting and taking into account a convocation period of at least ten (10) days, the date of the convocation and the date of the meeting not included. In this second meeting valid resolutions may be adopted, regardless of the number of members of the Supervisory Board in attendance or represented, provided that the resolution is adopted by the majority prescribed in the first phrase of this paragraph, and provided that at such meeting the quorum required pursuant to article 12.1 for the adoption of any resolution by the Supervisory Board is met.
4. The amendment must be effected by notarial deed on pain of nullity. Each individual director shall be authorized to have the relevant deed executed.
5. The members of the Managing Board are obliged to file a true copy of the deed of amendment with the commercial register.

##### Dissolution and Liquidation

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#### Article 18

1. The Managing Board shall have the authority to dissolve the foundation, upon prior written approval by the Supervisory Board. The provisions of article 17.1 through 17.3 equally apply.
2. From the surplus remaining after payment of the debts of the dissolved foundation, any potential assets of the foundation shall be distributed to an entity acknowledged as public benefit organization (*Algemeen Nut Beogende Instelling; ANBI*) in conformity with article 5b General Act pertaining to national taxes (*Algemene Wet inzake Rijksbelastingen*) designated by the Managing Board, of which the statutory purpose is similar to the statutory purpose of the foundation. Such designation by the Managing Board requires the prior written consent of the Supervisory Board.
3. Liquidation of the foundation upon its dissolution shall be done by the Managing Board, unless the resolution decision appoints others in order to do so.
4. After termination of the liquidation, the books and records of the dissolved foundation shall be deposited for the duration of the years prescribed by law with a person to be appointed by the liquidators.
5. The liquidation will further be subject to the requirements of Title 1, Book 2 of the Dutch Civil Code.

#### Final Stipulations

##### Article 19

1. In all cases not provided for by law and these articles of association, the Managing Board shall decide.
2. In these articles of association, in writing shall mean any message transferred by a common form of communication, attested in writing, including a message which is transferred electronically and can be read and reproduced, from or directed to such address which has been indicated as such to the foundation.

#### Final statements

Finally, the person appearing made the following statements:

The articles of association of the Foundation have most recently been amended by the deed executed before J. Schouten, civil-law notary officiating at Amsterdam, on the twenty-sixth day of January, two thousand and eighteen.

The person appearing is known to me, civil-law notary.

WITNESSED THIS DEED, the original of which was drawn up and executed in Amsterdam, the Netherlands, on the date first written above.

Prior to the execution of this deed, I, civil-law notary, informed the person appearing of the substance of the deed.

Subsequently, the person appearing declared to have taken note of the contents of this deed

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after timely being given the opportunity thereto and waived a full reading of this deed. Immediately after a limited reading, this deed was signed by the person appearing and me, civil-law notary.