

Dated 4 October 2021

DISRUPTIVE CAPITAL ACQUISITION COMPANY LIMITED

INSIDER TRADING POLICY

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**INSIDER TRADING POLICY
OF
DISRUPTIVE CAPITAL ACQUISITION COMPANY LIMITED
(the Company)**

1 Introduction

- 1.1 The Company is a special purpose acquisition company incorporated under the laws of Guernsey as a non-cellular company limited by shares.
- 1.2 The ordinary shares and warrants of the Company are admitted to listing and trading on the regulated market of Euronext Amsterdam N.V., and as such, the Company is subject to the European Market Abuse Regulation (EU) No. 596/2014 on market abuse including any delegated regulations thereto (the **MAR**), as well as any Guernsey equivalent legislation, rules or guidance.
- 1.3 This insider trading policy was adopted by the Board on 4 October 2021 (this **Policy**) sets out obligations for the Company and the Company Employees with respect to the ownership of, and transactions in, the Company Securities. The MAR also requires the Company to keep a list of persons, who, on a regular or incidental basis, may have access to Inside Information.
- 1.4 This Policy aims to promote compliance with the relevant obligations and restrictions under applicable securities law, including the MAR. This Policy intends to limit the risk of the Company's reputation and business integrity being harmed as a result of prohibited or undesirable dealing in the Company Securities. This includes ordinary shares and warrants issued by the Company.
- 1.5 Inside Information is a crucial term in this Policy. In relation to the Company, Inside Information essentially refers to undisclosed information that could affect the trading price of the Company Securities. Please refer to Schedule 1 of this Policy for its legal definition.
- 1.6 The Company Employees who are required to make a notification pursuant to this Policy are responsible for the correctness and timeliness of such notification even if the Designated Person conduct such notification on behalf of such person. Non-compliance with the provisions of this Policy may lead to internal disciplinary measures and to administrative or criminal sanctions or penalties.
- 1.7 A list of defined terms used in this document is attached as Schedule 1.
- 1.8 For questions relating to this Policy, please contact the chairman at DCACL.Admin@jtcgroup.com.

2 Scope and Definitions

- 2.1 This Policy applies to all persons working, under a contract of employment or otherwise, for the Company, including independent contractors and Directors and other PDMRs (together referred to in this Policy as the **Company Employees**). As indicated in this Policy, certain

parts of this Policy apply to a particular group of people within the Company only, such as of Directors.

Reference table

Relevant group of persons	Paragraph
Directors	4.1- 4.4, 4.6- 4.8, 9.1- 9.3, Schedule 2
PDMRs other than Directors	4.5- 4.8, Schedule 2
The Company's Employees (including Directors and other PDMRs)	3, 5, 6.3- 6.4, 7, 9.4
Any other persons who have or may have access to Inside Information	5
Closely Associated Persons	4.5, 6.3- 6.4, Schedule 2

3 Rules for all the Company Employees No Insider Dealing

- 3.1 If a Company Employee possesses Inside Information, he or she may not use that information to Deal, or attempt to Deal, in the Company Securities (which includes ordinary shares and warrants).
- 3.2 Notwithstanding paragraph 3.1, it is not prohibited for a Company Employee that possess Inside Information to effectively Deal in the Company Securities if such Deal is executed by a financial undertaking in its sole and absolute discretion under discretionary asset management services (*vrijehand beheer*) with respect to such Company Securities if all of the following conditions are met:
- (a) the arrangements for discretionary asset management are formalized in a written agreement with the financial undertaking that is submitted to the Designated Person before being signed; this agreement must provide for a strict segregation between ownership and management;
 - (b) during the term of the discretionary asset management services agreement, the Company Employee will not give the financial undertaking any instructions, nor will it influence this undertaking in its asset management decisions. The insider is only permitted to give the asset manager generally worded policy instructions, for instance about how to diversify the financial instruments under the asset manager's management by class, geographical origin or sector;
 - (c) there is no communication between the Company Employee and the financial undertaking about transactions before they are conducted;
 - (d) upon request, the Company Employee will instruct the financial undertaking to provide a statement of their portfolio and the conducted transactions to the Designated Person;

- (e) the Company Employee will not change the arrangements set out in the discretionary asset management agreement and the generally worded policy instructions more often than once every six months; and
- (f) the insider will notify the Designated Person of changes to or the termination of the agreement in advance.

3.3 Subject to consultation with the Designated Person pursuant to paragraph 3.12 and paragraph 6.3, the prohibition in paragraph 3.1 does not apply if the Company Employee Deals in discharge of an obligation that has become due in good faith (and not to circumvent the insider dealing prohibition or for any other illegitimate reason) and where (a) the obligation results from an order placed or an agreement concluded, or (b) the transaction is carried out to satisfy a legal or regulatory obligation that arose, in each case before the Company Employee concerned possessed Inside Information.

No unlawful disclosure or tipping

3.4 A Company Employee may not disclose Inside Information to anyone, except where the disclosure is made strictly as part of the Company Employee's regular duty or function and the recipient of the Inside Information is under an obligation of confidentiality.

3.5 A Company Employee may not whilst in the possession of Inside Information recommend or induce anyone to engage in Dealing in the Company Securities.

No Dealing during Closed Periods

3.6 PDMRs, including Directors, and the Company Employees so instructed by the Designated Person may not Deal in the Company Securities during a Closed Period, regardless of whether they possess Inside Information.

3.7 The Closed Periods are the periods of 30 calendar days prior to the publication of the Company's annual, half-yearly or interim financial statements and such other periods as the Designated Person may designate for a Company Employee or group of Company Employees if necessary to prevent market abuse or the appearance thereof.

3.8 The Designated Person will communicate the specific dates of the Closed Periods in any financial year via e-mail prior to the start of each financial year. Any changes or additions will be announced in the same manner.

No Dealing in the Company Securities if on Insider List

3.9 A Company Employee may not Deal in the Company Securities if he or she is included on the Insider List as a person having access to Inside Information (see paragraph 5 of this Policy on Insider List), regardless of whether he or she possesses Inside Information, unless the Designated Person has (a) granted dispensation in accordance with paragraph 3.12 of this Policy or with respect to PDMRs only, (b) been consulted by the relevant PDMR on his or her obligations under this Policy and applicable law (including the MAR). Notwithstanding any of the foregoing, any Deal in the Company Securities by any the Company Employee should be in accordance with this Policy (including the prohibition to trade during any Closed Period) and the MAR.

No Dealing in the Company Securities in violation of the Company instructions

- 3.10 A Company Employee may not Deal in the Company Securities when the Designated Person has prohibited him or her from doing so, regardless of whether he or she possesses Inside Information.

No Market Manipulation

- 3.11 A Company Employee shall not engage or attempt to engage in Market Manipulation.

Dispensation

- 3.12 The Designated Person may grant an the Company Employee dispensation from any of the restrictions included in paragraph 3.6 through 3.10 of this Policy, to the extent permitted by applicable law and subject to the provisions of this Policy. Any dispensation from a prohibition granted by the Designated Person is without prejudice to the statutory market abuse prohibitions, including the prohibition on insider dealing and market manipulation.

Consultation Designated Person

- 3.13 A Company Employee may consult the Designated Person on whether a particular Dealing or other behaviour is allowed under this paragraph 3 (see also paragraph 6.3 of this Policy).

Miscellaneous

- 3.14 The restrictions included in paragraph 3.6 through 3.10 will continue to have effect on each Company Employee until the end of the first Closed Period following the date on which such Company Employee ceases to be employed by the Company or ceases to occupy the relevant position with the Company, and without prejudice to the statutory market abuse prohibitions.

4 Additional Rules for Directors and PDMRS Notifications by Directors

- 4.1 Each Director must notify both the AFM and the Designated Person of the following at the time indicated:
- (a) **without delay:** any change in the number of the Company Securities or voting rights in the Company, or shares or voting rights in any Affiliated Issuer, including any changes as a result of discretionary asset management services as referred to in paragraph 3.2, that are (or are deemed to be) at his or her disposal;
 - (b) **promptly and ultimately within 3 business days:** every transaction in the Company Securities conducted by him or her or on his or her account, including any transactions as a result of discretionary asset management services as referred to in paragraph 3.2. A non-exhaustive list of transactions in the Company Securities that must be notified is included in Schedule 2 to this Policy; and
 - (c) **within 2 weeks of the appointment as Director:** all the Company Securities and voting rights in the Company and shares and voting rights in any Affiliated Issuer that are (or are deemed to be) at his or her disposal.

- 4.2 A transaction by a Director in the Company Securities does not need to be notified under paragraph 4.1(b) of this Policy by the person concerned if the relevant change in the Company Securities that are (or are deemed to be) at his or her disposal is already notified pursuant to paragraph 4.1(a) of this Policy.
- 4.3 If a company becomes an Affiliated Issuer of the Company, each Director must promptly notify the AFM of all shares and voting rights in that Affiliated Issuer (as applicable) that are (or are deemed to be) at his or her disposal.
- 4.4 the Company shall notify the AFM without delay if a Director ceases to hold office (for whatever reason).

Notifications by PDMRs other than Directors

- 4.5 Each PDMR (other than a Director) and any Closely Associated Person must promptly and ultimately within 3 business days notify both the AFM and the Designated Person of every transaction in the Company Securities conducted by him or her or on his or her account. A non-exhaustive list of transactions in the Company Securities that must be notified is included in Schedule 2 to this Policy.

Other rules relating to notifications for PDMRs, including Directors

- 4.6 PDMRs must instruct any person arranging or executing transactions on their behalf, such as an individual portfolio manager, to timely inform them of any transaction or change that is notifiable under this Policy, or to make the required notifications on their behalf.
- 4.7 PDMRs must inform the Designated Person of all persons that qualify as their Closely Associated Persons. These persons include spouses, certain other relatives and certain legal entities managed or controlled by PDMRs or their Closely Associated Persons.
- 4.8 PDMRs must inform their Closely Associated Persons in writing (and keep a copy thereof) of their duty to notify the AFM and the Designated Person promptly and ultimately within 3 business days of every transaction in the Company Securities.

5 Insider List

- 5.1 Pursuant to the Company's legal obligations under the MAR, the Company will keep a list of persons who have or may have access to Inside Information (the **Insider List**). The Insider List is divided into separate sections relating to different Inside Information, as well as a section with the details of the Company Permanent Insiders. New sections will be added to the Insider List upon the identification of new Inside Information. The various sections of the Insider List will be maintained by either the Designated Person or a person working on the relevant project or event.
- 5.2 The Insider List includes the following details of individuals who have access to Inside Information, as such included in the template attached as Schedule 3 to this Policy:
- (a) first name(s) and surname(s), as well as birth surname(s);
 - (b) professional telephone number(s);

- (c) company name and address;
- (d) function and reason for being an insider;
- (e) date and time at which a person obtained access to Inside Information, or, in relation to the Company Permanent Insiders, date and time at which a person was included in the permanent insider section;
- (f) date and time at which a person ceased to have access to Inside Information;
- (g) date of birth;
- (h) national identification number (or equivalent);
- (i) personal telephone numbers; and
- (j) personal full home address.

5.3 The Company is the data controller with regard to the processing of personal data (to be included in the Insider List and may only use these data in accordance with applicable data protection laws, and for the following purposes:

- (a) keeping the list in accordance with this Policy;
- (b) complying with legal obligations, including the MAR and complying with requests from the AFM or another competent authority;
- (c) controlling the flow of Inside Information, thereby managing the Company's confidentiality duties;
- (d) informing certain the Company Employees of Closed Periods;
- (e) informing the Company Employees of which other persons are in the same section of the Insider List; and
- (f) holding or commissioning an inquiry into transactions conducted by or on behalf of a Company Employee or a Closely Associated Person.

5.4 The Insider List and all updates thereof will be dated. the Company will retain the Insider List for a period of at least 5 years after it is drawn up or updated. If such data is necessary for an internal or external investigation, the resolution of a dispute, or in connection with legal proceedings, the Company will retain the relevant data until the relevant investigation, dispute or legal proceeding has ended.

5.5 The Company will inform a Company Employee of his or her inclusion in the Insider List. A Company Employee included in the Insider List must acknowledge in writing that he or she is aware of his or her duties as set forth in this Policy, as well as the applicable sanctions included and referred to in paragraph 7 of this Policy.

5.6 The Company may provide information from the Insider List to the AFM or other competent authorities if required by law or regulation. Information of the Insider List will not be supplied

to other parties, except when required or allowed by law or if a legitimate interest of the Company requires this.

- 5.7 Persons included in the Insider List are entitled to review their personal data processed by the Company and request necessary amendments. All processing of personal data shall occur in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and the Data Protection (Bailiwick of Guernsey) Law, 2017.

6 Designated Person

- 6.1 The Designated Person has the duties and powers granted to him or her in this Policy. The Board may grant additional duties or powers to the Designated Person.
- 6.2 The Designated Person may in exceptional circumstances and in consultation with a Director grant dispensation from prohibitions, restrictions or obligations included in this Policy, to the extent permitted by applicable law.
- 6.3 The Company Employees (for themselves and their Closely Associated Persons) may request the Designated Person as to whether a prohibition, restriction or obligation contained in this Policy applies to them. If an the Company Employee is in doubt as to whether a prohibition or obligation applies, it is advisable that he or she contacts the Designated Person and seeks advice. The Company Employees will at all times remain fully responsible for compliance with this Policy and applicable statutory provisions including the MAR and the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).
- 6.4 The Designated Person is authorised to hold or commission an inquiry into transactions conducted by or on behalf an the Company Employee or a Closely Associated Person. The Designated Person may report the outcome of the inquiry to chairman of the Board and/or other Directors if deemed appropriate.

7 Sanctions

- 7.1 In the event of a violation of any provision of these rules by a Company Employee, the Company or, as the case may be, the employer reserves the right to impose any sanctions which it is entitled to impose pursuant to the law and/or the (employment) agreement with the person in question. Such possible sanctions may include termination of the (employment) agreement with the person involved, by way of summary dismissal or otherwise.
- 7.2 A description of the market abuse prohibitions under the MAR and related (maximum) sanctions can be found in Schedule 4 to this Policy.

8 Market Abuse

- 8.1 The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended states that an offence is committed where a person has engaged in market abuse themselves or has encouraged another person to engage in behaviour that would amount to market abuse, whether by action or omission. Accordingly, the Commission has issued a Code of Market Conduct dealing with four behaviours that, subject to certain safe harbours laid out in the Code of Market Conduct, will constitute market abuse:

- (a) manipulating transactions which is likely to give the false or misleading impression as to the supply of, demand for or price of qualifying investments, or seeking to secure the price of qualifying investments at an abnormal or artificial level;
- (b) manipulating devices, for example taking advantage of access to the media, taking a long position in a qualifying investment and disseminating misleading positive information with a view to increasing the price of that qualifying investment and/or taking a short position in a qualifying investment and disseminating misleading negative information with a view to driving down the price of the qualifying investment;
- (c) dissemination of false or misleading information in relation to a qualifying investment; and
- (d) distorting the market.

8.2 Market abuse is therefore an offence under Guernsey law. The Commission has a broad power to take into account any facts, behaviours, circumstances, laws, rules, regulations or other matters that it considers appropriate when investigating and prosecuting these offences. As a result it is not possible to provide a definitive list of actions that will or will not constitute an offence as this will vary on a case by case basis.

9 Miscellaneous

Circumstances not covered by this Policy

9.1 The Board has the right to take decisions in any circumstances not covered by this Policy, provided that the Board does so in accordance with the constitutional documents of the Company and any applicable statutory provisions including the MAR.

Amendments and Deviations

9.2 The provisions of this Policy may be amended or supplemented by a resolution of the Board. Amendments and supplements will enter into force from the moment that they are announced, unless the announcement specifies otherwise.

9.3 Pursuant to a resolution to that effect, the Board may allow temporary deviations from this Policy without prejudice to the applicable statutory provisions including the MAR.

Governing law

9.4 This Policy shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with this Policy shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

SCHEDULE 1

Definitions

1 In this Policy, the following terms have the following meanings:

Affiliated Issuer means any limited liability company or public limited liability company whose shares or depositary receipts for shares (or equivalent negotiable instruments) are admitted to trading on a regulated market in the European Economic Area and (a) which is a group company of the Company, (b) in respect of which the Company holds a participating interest and whose most recently established turnover represents at least 10% of the Company's consolidated turnover, or (c) which holds, directly or indirectly, more than 25% of the Company's issued share capital.

AFM means the Dutch Authority for the Financial Markets (*Autoriteit Financiële Markten*).

Board means the board of directors of the Company.

Closed Period means Periods defined in paragraph 3.7 of this Policy.

Closely Associated Person means, in relation to a PDMR:

- (a) a spouse, or a partner considered to be equivalent to a spouse in accordance with applicable national law;
- (b) a dependent child, in accordance with national law;
- (c) a relative who has shared the same household for at least 1 year on the date of the transaction concerned; or
- (d) a legal person, trust or partnership, the managerial responsibilities of which are discharged by a PDMR or by a person referred to in point (a), (b) or (c), which is directly or indirectly controlled by such a person, which is set up for the benefit of such a person, or the economic interests of which are substantially equivalent to those of such a person.

Commission means the Guernsey Financial Services Commission.

Company means Disruptive Capital Acquisition Company Limited, a company limited by shares incorporated in Guernsey with registration number 69150 whose registered office address is at Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey GY1 2HT.

Company Employees means persons working, under a contract of employment or otherwise, for the Company, including independent contractors and Directors and other PDMRs.

Company Permanent Insiders means persons who have access at all times to all Inside Information within the Company. The Company Permanent Insiders are or will be placed on the permanent part of the Company's Insider List, and receive an e-mail informing them thereof.

Company Securities means the Company's ordinary shares, the Company's warrants, or debt instruments, or derivatives or other financial instruments linked to them.

Deal or Dealing means acquiring or disposing of, or conducting any other transaction on a person's own account or for the account of a third party, directly or indirectly, relating to, financial instruments. A cancellation or amendment of an order concerning a financial instrument is also considered to be a Deal.

Designated Person means a person designated by the Company responsible for the notifications, instructions, communications and other tasks as set out in this insider trading policy.

Director means a member of the Board, either an executive director or a non-executive director.

Group means the Company and its consolidated subsidiaries.

Inside Information means information of a precise nature, including information regarding an intermediate step in a protracted process, which has not been made public, relating, directly or indirectly, to the Company or to one or more financial instruments (including the Company Securities), and which, if it were made public, would be likely to have a significant effect on the prices of those financial instruments or on the price of related derivative financial instruments.

Insider List means the list of persons, kept by the Company, who have or may have access to Inside Information.

MAR means the European Market Abuse Regulation ((EU) No 596/2014) on market abuse including any delegated regulations thereto.

Market Manipulation means entering into a transaction, placing an order to trade or any other behaviour which gives, or is likely to give, false or misleading signals as to the supply of, demand for, or price of, the Company Securities and any other behaviour designated to constitute market manipulation under the MAR.

PDMR means a person discharging managerial responsibilities, which means a person within the Company who is:

- (a) a Director; or
- (b) a senior executive who is not a Director, who has regular access to inside information relating directly or indirectly to the Company and power to take managerial decisions affecting the future developments and business prospects of the Company.

2 Save where the context dictates otherwise, in this Policy:

- (a) unless a different intention clearly appears, a reference to a paragraph or Schedule is a reference to a paragraph or Schedule of this Policy;

- (b) words and expressions expressed in the singular form also include the plural form, and vice versa;
- (c) words and expressions expressed in the masculine form also include the feminine form; and
- (d) a reference to a statutory provision counts as a reference to this statutory provision including all amendments, additions and replacing legislation that may apply from time to time.

3 Headings of paragraphs, Schedules and other headings in this Policy are inserted for ease of reference and do not form part of this Policy for the purpose of interpretation.

SCHEDULE 2

Non-Exhaustive List of Transactions that must be Notified by PDMRS and Closely Associated Persons with PDMRS

Transactions in the Company's Securities which need to be notified to the AFM and the Company under Article 19 of the MAR, include the following:

- (a) acquisitions or disposals of ordinary shares, special shares and warrants;
- (b) conversion of special shares into ordinary shares;
- (c) conversion of warrants into ordinary shares;
- (d) transactions undertaken by persons professionally arranging or executing transactions or by another person on behalf of a PDMR or a Closely Associated Person, including where discretion is exercised (e.g. under an individual portfolio or asset management mandate);
- (e) gifts and donations made or received, and inheritance received;
- (f) acceptance or exercise of a stock option, including of a stock option granted to managers or employees as part of their remuneration package, and the disposal of shares stemming from the exercise of a stock option;
- (g) subscription to a capital increase or debt instrument issuance;
- (h) conditional transactions upon the occurrence of the conditions and actual execution of the transactions;
- (i) automatic or non-automatic conversion of a financial instrument into another financial instrument, including the exchange of convertible bonds to shares;
- (j) pledging (or a similar security interest), borrowing or lending by or on behalf of a PDMR or Closely Associated Person;
- (k) short sale, subscription or exchange;
- (l) entering into or exercise of equity swaps;
- (m) transactions in or related to derivatives, including cash-settled transactions;
- (n) entering into a contract for difference on a financial instrument of the Company or on emission allowances or auction products based thereon;
- (o) acquisition, disposal or exercise of rights, including put and call options and warrants;
- (p) transactions in derivatives and financial instruments linked to a debt instrument of the Company, including credit default swaps;
- (q) transactions executed in index-related products, baskets and derivatives;

- (r) transactions executed in shares or units of investment funds, including alternative investment funds (**AIFs**);
- (s) transactions executed by manager of an AIF in which the PDMR or Closely Associated Person has invested; and
- (t) transactions made under a life insurance policy, where the investment risk is borne by the PDMR or Closely Associated Person with PDMR and he or she has the power or discretion to make investment decisions regarding specific instruments in that life insurance policy or to execute transactions regarding specific instruments for that life insurance policy.

SCHEDULE 3

Template Insider List

First name(s)	(Birth) surname(s)	Professional telephone number(s)	Company name and address	Function and reason for being insider	Date and time of access to Inside Information, or, if the Company Permanent Insider, date and time at which a person was included in the permanent insider section	Date and time at which a person ceased to have access to Inside Information	Date of birth	National identification number	Personal telephone numbers	Personal full home address

SCHEDULE 4

Sanctions

Breach	Administrative sanctions in case of a breach	Criminal sanctions in case of a breach
<i>Violation of prohibition on insider dealing and of unlawful disclosure of inside information (including tipping prohibition)</i>	<ul style="list-style-type: none"> • Temporary ban from dealing on own account (max. 1 year, which can be extended one with max. 1 year); • maximum imposed fines of EUR 15,000,000 (or up to 15% of the total annual turnover); • additional penalties and measures can be imposed. 	<ul style="list-style-type: none"> • Sentence to community service; • imprisonment of maximum six years; • fine up to an amount of EUR 87,000 (or EUR 870,000 if the value of the relevant assets with which or in relation to which the violation has been committed exceeds one-fourth of the maximum amount of the fine); and/or • additional penalties and measures can be imposed.
<i>Violation of prohibition on market manipulation</i>	<ul style="list-style-type: none"> • Temporary ban from dealing on own account (max. 1 year, which can be extended one with max. 1 year); • maximum imposed fines of EUR 15,000,000 (or up to 15% of the total annual turnover); • additional penalties and measures can be imposed. 	<ul style="list-style-type: none"> • Sentence to community service; • imprisonment of maximum six years; • fine up to an amount of EUR 87,000 (or EUR 870,000 if the value of the relevant assets with which or in relation to which the violation has been committed exceeds one-fourth of the maximum amount of the fine); and/or • additional penalties and measures can be imposed.
<i>Failure to notify the AFM on time of a transaction (by PDMRs and Closely Associated Persons)</i>	<ul style="list-style-type: none"> • Maximum imposed fines of EUR 1,000,000; • additional penalties and measures can be imposed. 	<ul style="list-style-type: none"> • Sentence to community service; • imprisonment of maximum two years; • fine up to an amount of EUR 21,750 (or EUR 87,000 if the value of the relevant assets with which or in relation to which the violation has been committed exceeds one-fourth of the maximum amount of the fine); and/or • additional penalties and measures can be imposed.
<i>Failure to notify the AFM on time of a change in equity holdings (by PDMR)</i>	<ul style="list-style-type: none"> • Maximum imposed fines of EUR 1,000,000 (or, in case a threshold for substantial participations is passed, 	<ul style="list-style-type: none"> • Sentence to community service; • imprisonment of maximum two years;

	<p>EUR 10,000,000 or up to 10% of the total annual turnover);</p> <ul style="list-style-type: none"> • additional penalties and measures. 	<ul style="list-style-type: none"> • fine up to an amount of EUR 21,750 (or EUR 87,000 if the value of the relevant assets with which or in relation to which the violation has been committed exceeds one-fourth of the maximum amount of the fine; and/or • additional penalties and measures can be imposed.
<i>Failure to disclose inside information on time (by issuer)</i>	<ul style="list-style-type: none"> • Maximum imposed fine of EUR 5,000,000 (or up to 10% of the total annual turnover); • additional penalties and measures can be imposed. 	<ul style="list-style-type: none"> • Sentence to community service; • imprisonment of maximum two years; • fine up to an amount of EUR 21,750 (or EUR 87,000 if the value of the relevant assets with which or in relation to which the violation has been committed exceeds one-fourth of the maximum amount of the fine; and/or • additional penalties and measures can be imposed.
<i>Failure to keep insider list and list of PDMRs and Closely Associated Persons (by issuer)</i>	<ul style="list-style-type: none"> • Maximum imposed fine of EUR 5,000,000 (or up to 10% of the total annual turnover); • additional penalties and measures can be imposed. 	<ul style="list-style-type: none"> • Sentence to community service; • imprisonment of maximum two years; • fine up to an amount of EUR 21,750 (or EUR 87,000 if the value of the relevant assets with which or in relation to which the violation has been committed exceeds one-fourth of the maximum amount of the fine; and/or • additional penalties and measures can be imposed.
<i>Non-compliance with substantial shareholding provisions (by shareholders)</i>	<ul style="list-style-type: none"> • Maximum imposed fine of EUR 10,000,000 (or up to 10% of the total annual turnover); • additional penalties and measures can be imposed. 	<ul style="list-style-type: none"> • Sentence to community service; • imprisonment of maximum two years; • fine of EUR 21,750 (or EUR 87,000 if the value of the relevant assets with which or in relation to which the violation has been committed exceeds one-fourth of the maximum amount of the fine); and/or • additional penalties and measures can be imposed.