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ESTABLISHMENT OF COOPERATION

Articles of Association.

Article 1.

Definitions.

In these Articles of Association, the following definitions are used:

- *General Meeting:*
The body formed by the Members or the meeting of the Members (or their representatives) and other individuals authorised to attend the meeting;
- *Management Board:*
The management of the Cooperation;
- *Management Board Members:*
The members of the Management Board of the Cooperation;
- *Cooperation:*
The legal entity to which these Articles of Association apply;
- *Photonics:*
Any photonic products and integrated photonics;
- *Annual Accounts:*
The balance sheet, the profit and loss account and the notes on these documents;
- *Members:*
The Members of the Cooperation;
- *Member:*
Any Member of the Cooperation;
- *Supervisory Board:*
The Supervisory Board of the Cooperation;
- *In Writing/Written:*
Any message sent through regular post, fax or e-mail or any other regular means of communication, received electronically or on paper for which the identity of the sender can be established sufficiently.

These definitions may be used in singular or plural form without loss of meaning.

Article 2.

Name Domicile Structure.

1. The Cooperation's name is: **Coöperatie PhotonDelta U.A.**
2. The Cooperation chooses as its domicile the municipality of Eindhoven, the Netherlands.

Article 3.

Objective.

1. The objective of the Cooperation is the provision of material needs of the Members in accordance with the agreements entered into with the Members.
2. The aim of the Cooperation is the creation of an ecosystem in which companies, knowledge centres and governments work together to develop and commercialise Photonics.
3. The Cooperation strives to accomplish its objective, among other things, by:
 - a. providing access to knowledge and intellectual property rights regarding Photonics;
 - b. initiating, developing, introducing, stimulating, supporting, creating, coordinating and improving relevant research initiatives and road maps regarding Photonics;
 - c. improving cooperation within the ecosystem and triggering individuals, companies and/or other parties to share road maps regarding Photonics;
 - d. organising activities which, in the opinion of the Management Board, are or may be useful to the Cooperation. These activities include, at least, meetings and conferences;
 - e. establishing legal entities and performing the management of and supervision on these legal entities;

- f. performing any industrial, financial and commercial activities.
All the above, and any activities conducive to these, the Cooperation will carry out for the benefit of its Members in the broadest sense of the word.
4. The Cooperation may enter into agreements like those it enters into with its Members with other parties, but not (i) in such a way that the agreements with its Members become subordinate to the agreements with other parties and (ii) before the agreements with other parties have been presented to and approved by the Supervisory Board.

Article 4.
Terms and Conditions.

The Board may set General Conditions applicable to the agreements referred to in Article 3 above, unless parties agree to deviate from this condition in such an agreement. The General Conditions may be amended through a decision of the Management Board.

Article 5.
Membership, Application and Acceptance.

1. Members may only be:
 - individuals;
 - legal entities;
 - cooperations and companies without legal entities, hereinafter referred to as 'partnerships',
 which endorse the Cooperation's objective and wish to contribute to accomplishing this objective.
2. The Cooperation has three membership categories: A, B and C.

Individuals may apply to the Management Board as *nominee members*, if they meet the criteria set for their relevant membership categories, as described below.

As nominee members may only apply:

 - a. for category A membership:

individuals who belong to the category "Companies - Startups, SMEs (Small and medium-sized enterprises), Corporate", who directly or indirectly, either in a policy-making or executive capacity come into contact with Photonics, who are eligible for membership and who may be divided further based on size of the company and according to statutory requirements;
 - b. for category B membership:

individuals who belong to the category "Academic institutions/Research organisations", with the proviso that eligible for this membership are only the knowledge centres and educational institutions which carry out research and/or educational activities in the area of Photonics and which use the services of the Cooperation and/or which contribute to the accomplishment of the Cooperation's objective by performing activities, providing services or otherwise and which may be divided further based on size of the company or cooperation and according to the statutory requirements;
 - c. for category C membership:

individuals who belong to the category "Service Companies", with the proviso that eligible for this membership are only the companies and cooperations which do business in the area of Photonics, whether or not these be legal entities, and which use the services of the Cooperation and/or which contribute to the accomplishment of the Cooperation's objective by performing activities, providing services or otherwise and which may be divided further based on size of the company or cooperation and according to the statutory requirements,

which categories may be statutorily amended and extended by the Management Board.
4. Any membership application must be submitted In Writing, and addressed and submitted to the Management Board through a form to be created by the Management Board. The applicant must provide all the information deemed necessary by the Management Board.
5. Any acceptance of nominee members and Members for categories A, B and C will be voted upon by the Management Board with absolute majority during a Management Board meeting or regular meeting at which no less than half of the Management Board

Members is present or represented. Moreover, the Management Board will decide the category to which the relevant nominee member is to belong, in accordance with Section 3 above. Any decision to reject a nominee member as Member is not open for appeal during the General Meeting.

6. The Management Board will inform any nominee member In Writing of its decision to accept or reject said nominee member as Member. In the event that a nominee member is accepted as a Member, he/she will also be informed of the start of his/her membership, his/her membership number and his/her membership category.
7. In the event that a Member ceases to meet the requirements of Section 3 above, this Member is obligated to inform the Board thereof immediately.
8. In the event that an applicant is a legal entity, it will inform the Management Board of the individual who is authorised to represent it during its membership of the Cooperation if and when the applicant is accepted as a Member of the Cooperation. To represent them in matters concerning the Cooperation, legal entity Members will each elect one individual who fulfils a management or executive position within the relevant legal entity Member. In the event that the legal entity Member representative ceases, for any reason, to be part of the management or executive pool of the relevant legal entity Member or he/she is replaced by the relevant legal entity Member with another individual who fulfils a management or executive position within the relevant legal entity Member, the legal entity Member must inform the Management Board thereof immediately and must present to the Management Board a proposal to amend its representation. In this event, the Management Board must inform the relevant legal entity Member as soon as possible after making its decision on the above In Writing whether this amendment in representation has been approved.
9. The membership of a legal entity which ceases to exist as a result of a merger or division does not transfer to the receiving legal entity.

Article 6.

Register of Members.

1. The Management Board will keep a register which states at least the following information on the Members: their names and addresses, their Dutch Chamber of Commerce or relevant foreign equivalent reference numbers, and, if applicable, the contact information of the authorised representatives as referred to in Section 5.8 above.
The register will be kept at the domicile of the Cooperation or any other appropriate location and may be consulted by the Members.
2. Every Member is obligated to inform the Management Board In Writing of its address and any amendments thereto. In the event that a Member provides the Management Board with an address at which it may receive an electronically sent, legible and reproducible message, it is deemed to have agreed to all notifications and summons being sent to that address.

Article 7.

Termination of Membership.

1. Membership is terminated:
 - a. for:
 - individuals: through the death of the Member;
 - legal entities:
 - a. in the event of termination of the legal entity other than through merger or division;
 - b. in the event that (i) through transfer or any other transition of shares or through acquisition of shares or (ii) through transfer of voting rights on shares or otherwise, one or more shares in the capital of the relevant legal entity Member are acquired by a third party or the control of the activities of the legal entity Member is otherwise acquired by one or more other parties;
 - partnerships: through the dissolution of the relevant partnership;
 - b. through termination by the Member;

- c. through termination by the Cooperation, which termination may be carried out:
 - in the event that a Member ceases to meet the requirements for Membership as laid down in these Articles of Association; and/or
 - in the event that a Member ceases to perform its obligations towards the Cooperation and in the event that the Cooperation cannot reasonably be expected to continue the Membership; and/or
 - in the event that a Member is placed into administration or bankruptcy is petitioned for the relevant Member; and/or
 - in the event that a Member harms the Cooperation's interests, such as at the Management Board's discretion;
 - d. through disqualification, which may only be carried out in the event that a Member acts in violation of these Articles of Association, the rules and/or decisions of the Cooperation or injures the Cooperation unreasonably.
2. Termination by the Cooperation will be carried out In Writing by the Management Board.
 3. Termination by a Member or by the Cooperation may only be carried out at the end of the fiscal year, before December 1st of this fiscal year.
Membership may always be terminated at the end of the fiscal year following the fiscal year of the termination.
Furthermore, membership may be terminated immediately if the Cooperation or the Member cannot reasonably be expected to continue membership.
 4. Termination in violation of Section 3 above only comes into effect on the earliest eligible date after the original, non-eligible date of termination.
 5. A Member may terminate its membership immediately within one (1) month of becoming aware of any decision limiting its rights or extending its obligations. In this event, the decision does not apply to the Member.
This right of the Member does not apply to amendments of monetary rights or obligations.
 6. A Member may terminate its membership immediately within one (1) month of becoming aware of any decision to convert the legal form of the Cooperation or to merge or divide in accordance with Book 2, Title 7 of the Dutch Civil Code.
 7. Disqualification of a Member is carried out by the Management Board.
 8. A decision to terminate membership by the Cooperation in the event of a Member's non-compliance with its obligations towards the Cooperation, in the event that the Cooperation cannot reasonably be expected to continue membership or in the event that a Member is disqualified, may be appealed by the relevant Member within one (1) month of becoming aware of this decision during a General Meeting.
The Member will be informed of this decision and the relevant reasons In Writing as soon as possible.
During the term of appeal and until the appeal itself, the Member is suspended, with the provisos that the suspended Member has access to the General Meeting during which the decision to suspend is discussed and is entitled to enter this discussion on the decision.
 9. In the event that membership terminates during a fiscal year, the Member must still pay the full yearly contribution.
 10. Without prejudice to the sections above, termination of membership with the Cooperation carries the following condition:
In the event that the Cooperation claimed Member capital, the capital already paid by the relevant Member and not yet reimbursed to the relevant Member must be reimbursed to it at the termination of its membership, without payment of interest.

Article 8.

Rights of Members.

Members have the right to:

- a. use the facilities of the Cooperation (further explained in the Rules of Procedure), with the provisos that they meet the relevant obligations and pay their contributions;
- b. use every (master) agreement entered into by the Cooperation on behalf of and for the benefit of its Members with third parties with the proviso that they meet the relevant obligations of any such agreements;

- c. submit proposals to the General Meeting and participate in the discussions, votes and elections thereof;
- d. consult the register of Members, the minutes of the General Meetings, the accounts and statements of the Management Board and the relevant documents thereto, and to receive, upon payment, a copy or extract of these documents.

Article 9.**Obligations of Members.**

Members are obligated to:

- a. adhere to the Articles of Association, the Rules of Procedure, the membership agreement (to be created) and the decisions of the Cooperation, and to protect the Cooperation's interests to the best of their abilities;
- b. meet the obligations under the (master) agreements entered into by the Cooperation on behalf of its Members with third parties;
- c. pay the one-off entrance fee as referred to in Article 10 below, if and insofar as this obligation is imposed by the Management Board;
- d. pay the yearly contribution as referred to in Article 11 below;
- e. pay any other amount if and when imposed by a decision of the General Meeting. Decisions to impose other amounts may only be taken by the General Meeting in accordance with Article 29 below.

Article 10.**Entrance Fee.**

1. Members may be obligated by the Management Board to pay a one-off entrance fee at their entry into the Cooperation. The amount of the entrance fee and the usage thereof are determined yearly per membership category for the following fiscal year by the General Meeting based on a proposal presented by the Management Board.
2. Membership cannot start until the full entrance fee has been paid in a manner prescribed by the Cooperation.
3. The entrance fee will, among other things, be used to cover entrance costs and will not be reimbursed.

Article 11.**Contribution.**

1. Members are obligated to pay the yearly contribution through a deposit of the correct amount into a bank account of the Cooperation to be designated by the Management Board. The contribution is to be paid in full in advance before January 1st of each fiscal year.
2. Membership cannot start until the full contribution has been paid in a manner prescribed by the Cooperation. It is not allowed to pay the contribution in any other manner than the one referred to in Section 1 above.
3. The amount of the contribution is based on the budgeted costs of operating the Cooperation and is determined per membership category by the General Meeting.
4. The contribution may be raised with any applicable turnover tax.
5. Upon entry into the Cooperation during the fiscal year, a Member will owe that year's contribution in proportion to the number of remaining days of that fiscal year.

Article 12.**Liability of Members.**

Members and former Members are not liable for any debts of the Cooperation, and any obligation on Members and former Members to contribute to a deficit upon the dissolution of the Cooperation is hereby excluded.

Article 13.**Management Board: Composition, Appointment and Resignation.**

1. The Cooperation has a Management Board, composed of an uneven number (with a maximum of five (5) individuals, to be appointed by the Supervisory Board. Both Members and non-Members may join the Management Board. An incomplete Management Board retains its powers.
2. The composition of the Management Board will, after prior Written consent from the Supervisory Board, be based as much as possible on the profile sketch prepared by the

Management Board and determined by the General Meeting. This profile sketch will take into account the nature of the Cooperation, its activities and the desired expertise and background of its Management Board members, so as to represent the relevant experience and expertise on the Management Board.

3. The Management Board members are appointed by the General Meeting, in accordance with the profile sketch as referred to in the previous Section. Any open position must be filled as soon as possible.
4. The Supervisory Board will appoint the chairperson of the Management Board.
5. Management Board members are appointed for a term which ends, at the latest, during the first General Meeting held two (2) years after the moment at which the relevant members were appointed or reappointed. Any resigning Management Board member may be reappointed no more than twice.
6. The Cooperation has a remuneration policy for its Management Board members. This policy is determined by the General Meeting, after prior consent from the Advisory Board, and must be aligned with the policies deemed appropriate in the public sector. The remuneration may not exceed the maximum amount for board members in the public sector as set out in the regulations applicable at the time of determination of the policy.
The remuneration and other employment conditions of the Management Board members are determined by the Supervisory Board, in accordance with the valid remuneration policy.
7. A Management Board member may be suspended or dismissed by the General Meeting or suspended by the Supervisory Board at any time. Any suspension which is not followed by a decision of dismissal within three (3) months automatically ends after said period.
8. A Management Board member resigns:
 - a. by declining his/her appointment;
 - b. through a declaration of bankruptcy, a request for placement into administration, an application of guardianship, a request for application of a debt restructuring scheme as set out in the Dutch Bankruptcy Act or any foreign equivalent thereof applicable to the relevant Management Board member, or in the event that the Management Board member otherwise loses free reign of his/her capital;
 - c. in the event that he/she receives a final sentence for a crime;
 - d. by accepting his/her appointment as member of the Supervisory Board;
 - e. through his/her death.
9. In the event of failure or inability of one or more Management Board members, the management of the Cooperation will rest temporarily with the remaining Management Board members. In the event of failure or inability of all the Management Board members or the sole executive, the management of the Cooperation will rest temporarily with one or more individuals to be appointed by the Supervisory Board.
The term 'inability' in these Articles of Association will mean the circumstance in which (a) the relevant Management Board member is inaccessible for more than one (1) month due to illness or other causes or (b) the relevant Management Board member is suspended.
10. The Cooperation will ensure proper liability insurance is in place to protect the Management Board members, former Management Board members and members of the Supervisory Board.

Article 14.

Management Board: Responsibilities, Authorisation, Decision-making.

1. With the exception of the limitations imposed by the law and these Articles of Association, the Management Board is responsible for the management of the Cooperation. The Management Board will focus on the Members, will act in the Members' interests and will adhere to the (multi-year) policy plan and budget.
2. Every year, after prior Written consent from the Advisory Board, the Management Board will compose a policy plan and a budget, which will include, in accordance with the guidelines for the management policy determined by the General Meeting, its own

- intentions regarding the management policy for the following fiscal year. The policy plan also includes the Management Board's strategy for the following fiscal year.
3. The Management Board is authorised to have other parties perform certain parts of its responsibilities. Thereto, it may create, among other things, committees.
 4. Management Board meetings are presided over by the chairperson of the Management Board.
If no chairperson has been appointed or if the chairperson is absent, the meeting will appoint its own chairperson.
Until that moment, the Management Board member with the longest Management Board membership term present will preside over the meeting. If two or more Management Board members have the same membership term, then the Management Board member with the highest age present will preside over the meeting.
The chairperson of the meeting will appoint one of the present Management Board members or, if having been accepted at the meeting, any individual specifically invited to do so, to keep the minutes of the meeting.
The minutes will be signed by the chairperson and the secretary of that meeting. The minutes may be consulted by all other Management Board members at the domicile of the Cooperation.
 5. Every Management Board member is authorised to cast one (**1**) vote. Insofar as these Articles of Association do not prescribe a larger majority, all decisions by the Management Board will be taken with an absolute majority of the votes cast in a meeting in which at least half of the Management Board members is present or represented. In the event of a tied vote, the proposal will be rejected.
 6. The observation regarding the result of a vote and, insofar a non-written proposal was voted on, the observation regarding the content of a decision as proclaimed by the chairperson of a Management Board meeting is binding.
In the event that the correctness of an observation as referred to in the previous sentence is questioned immediately after its proclamation, a new vote will be held if the majority of those present and entitled to vote so desires or, if the original vote was not cast by roll call or through paper slips, if one (**1**) of those present and entitled to vote so desires.
This new vote will void the legal consequences of the original vote.
 7. All minutes of the Management Board meetings and all the Written decisions will be included in a register of minutes.
 8. If the Cooperation wishes to consult any decision by the Management Board, one (**1**) Management Board member's signature on the document which holds said decision will suffice and said document will form binding proof of the existence of said decision.
 9. Management Board meetings may be attended remotely via electronic means of communication such as conference calls or video conferences, as long as each Management Board member using such means can be identified, can directly receive the discussions during the meeting and can participate in the deliberations.
 10. The Management Board may make decisions outside of meetings if this decision-making is carried out In Writing, if all Management Board members have been informed of the decision to be made and if no Management Board members resist this method of decision-making.
 11. If there is more than one (**1**) Management Board member, the Management Board will determine rules for its internal management.
Such rules may not violate these Articles of Association and require prior consent from the Advisory Board.
Furthermore, the Management Board members may divide their responsibilities amongst themselves, either as part of these rules or not.
The Advisory Board may determine that these rules and this division of responsibilities must be set out In Writing and may subject these rules and this division of responsibilities to its consent.
Article 2:37, Section 7 of the Dutch Civil Code is not applicable.
 12. Unless the General Meeting agrees otherwise, the Management Board members are

obligated to attend the General Meeting.

The Management Board members have an advisory role at the General Meeting.

Article 15.

Management Board: Representation, Conflict of Interests.

1. The Management Board represents the Cooperation.
2. The authorisation of representation falls jointly on two (2) Management Board members.
3. The Management Board may, after prior Written consent from the Advisory Board, decide to authorise one or more Management Board members or third parties to represent the Cooperation within the limitations of said authorisation. The titles of these representatives will be determined by the Management Board. These representatives may be included in the commercial register, referencing their representative authorities.
4. In the event that the Cooperation has a conflict of interest with one or more Management Board members and/or a Supervisory Board member, the General Meeting may appoint one or more individuals to represent the Cooperation.

Article 16.

Supervisory Board.

1. The Cooperation will have a Supervisory Board, consisting of one or more individuals, if and when a decision thereto has been taken by the General Meeting and one or more Supervisory Board members has or have been included in the commercial register. If the circumstance in the previous sentence has been fulfilled, the rest of this Article will be applicable.

Where in these Articles of Association rights or obligations are given to or imposed upon the Supervisory Board or this Supervisory Board or its members are referred to, the relevant references are only applicable if a Supervisory Board has been appointed in accordance with this Section.

If no Supervisory Board has been appointed in accordance with this Section, the rights and obligations of the Supervisory Board under these Articles of Association will not transfer to the General Meeting.
2. The Supervisory Board, if appointed, supervises the policy of the Management Board and the daily operations of the Cooperation. This supervision is focused in particular on the alignment of the strategic and tactical decisions as well as the activities of the Management Board with the objectives of the Cooperation, and on the extent to which the specific objectives described by the Management Board and approved by the Supervisory Board have been achieved within their relevant terms. The Supervisory Board provides the Management Board with counsel. In performing their responsibilities, the Supervisory Board members strive to serve the interests of the Cooperation. The Management Board will provide the Supervisory Board timely with the information it requires to perform its responsibilities.
3. The Supervisory Board will be composed of an uneven number of at least three (3) and at most seven (7) individuals, to be appointed by the General Meeting.
4. Supervisory Board members cannot be:
 - a. individuals who are Management Board members;
 - b. individuals who are employed by the Cooperation or a dependent company;
 - c. executives and individuals employed by a trade union which is involved in determining the employment conditions of the individuals referred to under Sub b above;
 - d. Members.
5. The Supervisory Board members are appointed by the General Meeting based on a binding proposal from the Supervisory Board presented to the Management Board. The term of a Supervisory Board member has a maximum of three (3) years. A resigning Supervisory Board member may be reappointed no more than twice.
6. The composition of the Supervisory Board will be based as much as possible on the profile sketch prepared by the Management Board and determined by the General Meeting. This profile sketch will take into account the nature of the Cooperation, its activities and the desired expertise and background of its Supervisory Board members,

- so as to represent the relevant experience and expertise on the Supervisory Board.
7. The Cooperation has a remuneration policy for the Supervisory Board members. This policy is determined by the General Meeting and must be aligned with the policies deemed appropriate in the public sector. The remuneration may not exceed the maximum amount for board members in the public sector as set out in the regulations applicable at the time of determination of the policy.
Supervisory Board members will be compensated for any reasonable costs they incur in the performance of their activities.

Article 17.

Organisation of Supervisory Board.

1. The General Meeting will appoint the chairperson, vice-chairperson and secretary of the Supervisory Board. The vice-chairperson will replace the chairperson in his/her absence. In the event that both the chairperson and the vice-chairperson are absent, the meeting will appoint its own chairperson.
2. The Supervisory Board meets whenever the chairperson, two (2) other Supervisory Board members or the Management Board deems or deem a meeting appropriate.
3. Of the Supervisory Board meetings, minutes will be kept by or on behalf of the secretary. The minutes will be confirmed during the relevant meeting or any Supervisory Board meeting following that meeting and signed as such by the chairperson and the secretary.
4. Article 14 above, regarding decision-making, is applicable to the decision-making of the Supervisory Board.
5. The Management Board will not attend the meetings of the Supervisory Board, unless the latter decides otherwise.
6. The Supervisory Board may retain experts to assist in the performance of its responsibilities, insofar as this is reasonable, to be paid for by the Cooperation.
7. The Supervisory Board has the authority to approve or disapprove decisions by the Management Board. These decisions must be made known to the Management Board in clear terms and In Writing.
8. The lack of approval from the Supervisory Board of a decision as referred to in the previous Section does not affect the representative authority of the Management Board or its members.

Article 18.

Suspension and Dismissal of Supervisory Board Members.

1. Without prejudice to Section 2 below, Supervisory Board membership is terminated by:
 - a. mid-term or end-of-term resignation;
 - b. death;
 - c. failure to meet the requirements as set out in Subs a, b and/or c of Section 16.4 above.
2. The Supervisory Board will compose a schedule for the periodic resignation of its members.
3. The General Meeting has the authority to suspend or dismiss any Supervisory Board member at any time. Any suspension may be renewed once or multiple times, but may not last longer than three (3) months in total. If after this period no decision has been made regarding termination of the suspension or dismissal, the suspension ends automatically.

Article 19.

Fiscal Year Annual Accounts.

1. The Cooperation's fiscal year is aligned with the calendar year, starting at January 1st and ending on December 31st.
2. The Management Board is obligated to keep an administration with the relevant accounts, documents and other data carriers detailing the Cooperation's capital and all other information regarding the Cooperation's activities under the relevant requirements in such a manner that the rights and obligations of the Cooperation may be consulted at any time.
3. Every year, within six (6) months of the end of the fiscal year, with the possible

exception of a maximum extension of four (**4**) months by the General Meeting under special circumstances, the Management Board will compose the Annual Accounts and will keep these available at its domicile for consultation by Members.

Within this term, the Management Board will also provide the Members access to the management report, unless Article 2:396, Section 7 or Article 2:403 of the Dutch Civil Code applies to the Cooperation.

4. The Annual Accounts will be signed by the Management Board members and the Supervisory Board members. If one of these signatures is missing, then the reasons thereof must be given.
5. The Cooperation will ensure that the Annual Accounts, the management report and the information required under Article 2:392, Section 1 of the Dutch Civil Code are present at its domicile from the moment of invitation for the General Meeting intended for the discussion of the Annual Accounts.
Members may consult these documents at that location and may request a free copy thereof.
6. The Annual Accounts are determined by the General Meeting which the Management Board will organise within one (**1**) month after the term set out in Section 3 above.
7. The General Meeting may grant the Management Board and the Supervisory Board full or limited discharge of its management and supervision respectively in a separate decision.
8. The Management Board is obligated to keep the accounts, documents and other data carriers as referred to in Sections 2 and 3 above for seven (**7**) years.

Article 20.

Audit of Annual Accounts.

1. The Cooperation may or, in the event of an obligation, will appoint an auditor as referred to in Article 2:393, Section 1 of the Dutch Civil Code to perform an audit of the Annual Accounts.
2. The Supervisory Board is authorised to grant an auditing assignment.
If the Supervisory Board does not do so, the General Meeting is authorised to do so. If the General Meeting does not do so, the Management Board is authorised to do so.
The appointment of an auditor is not restricted by any proposal.
The assignment may be revoked at any time by the General Meeting, the Supervisory Board or the Management Board – depending on which body granted the assignment.
If the assignment is granted by the Management Board, it may also be revoked by the Supervisory Board.
3. The auditor will report his/her findings to the Management Board.
4. The auditor will draft a statement regarding his/her findings and the fidelity of the Annual Accounts.
This statement will be made available to the Members in accordance with Article 19, Section 5 above.
5. If no auditor's statement as referred to above is provided in accordance with Article 19, Section 5 above and there is no Supervisory Board, the General Meeting will appoint a yearly financial committee consisting of at least two (**2**) Members who are not members of the Management Board.
This financial committee will audit the Annual Accounts and will report its findings to the General Meeting.
If the audit of the Annual Accounts requires specialist accounting expertise, then the financial committee may appoint an expert to assist with the audit.
The Management Board is obligated to provide the financial committee with all the information it requests for the performance of the audit, and with access to the cash register, the credits and the accounts, documents and other data carriers of the Cooperation.

Article 21.

Allocation of Profits and Operating Accounts.

1. The General Meeting will decide on the allocation of profits evident from the audited Annual Accounts.

2. A deficit may only be discounted against legally prescribed reserved assets insofar as allowed by law.
3. In the event that the operating accounts indicate a surplus, this surplus will be added to the Cooperation's reserved assets.
4. In the event that the operating accounts indicate a deficit, this deficit will be discounted against the reserved assets that are in the Cooperation's accounts.

Article 22.

Meetings by Members.

The following meetings will be held by Members:

- a. General Meetings;
- b. meetings per membership category (being A, B or C).

Article 23.

General Meeting.

1. The General Meeting is composed of representatives elected by and from amongst the Members, in such a manner that:
 - a. membership categories A and B both elect two (**2**) representatives in their own membership category meetings as referred to in Sub b of Article 22 above; and
 - b. membership category C elects one (**1**) representative in its own membership category meeting as referred to in Sub b of Article 22 above,
 for a term of four (**4**) consecutive years.
 The representatives elected as such will jointly form the General Meeting, so that the General Meeting will always be composed of five (**5**) representatives, with the exception of open positions.
 Suspension and dismissal of a representative will be carried out through a decision of the meeting that was authorised to appoint the relevant representative.
2. The Members elected as representatives may only be represented at the General Meeting by other representatives from their own membership categories (A, B or C). The representative's authority must be supported by a Written grant form, supplied by the Cooperation and submitted to the Management Board in due time before the start of the General Meeting.
 The Management Board has the authority to decide that other individuals besides the representatives may also attend the meeting.
3. If the Management Board added an option thereto in its invitation to any General Meeting, the representatives will be allowed to perform their authorities through an electronic means of communication, as long as (i) the conditions for the use of the means of communication, such as the connection, the security, etc. are made known in the invitation, (ii) the representatives' identities can be confirmed, (iii) the representatives can directly receive the discussions during the meeting, (iv) the representatives can participate in the deliberations, if this option was added, and (v) the representatives can exercise their votes, if applicable.
4. The invitation to a General Meeting will be valid if the Members elected as representatives are sent an invitation at least fourteen (**14**) days before the meeting. The invitation will include an agenda for the meeting. This agenda will include the proposals for the Members elected as representatives, submitted to the Management Board at least fourteen (**14**) days before the General Meeting.
5. Proposals not included in the agenda may, unless they regard an amendment to these Articles of Association, a merger or a dissolution, be taken into consideration immediately as long as two-thirds of all the representatives are present or represented at the meeting and at least one (**1**) representative of each membership category is present or represented.
6. Every year, within six (**6**) months of the end of the fiscal year, with the possible exception of a maximum extension of four (**4**) months by the General Meeting, a General Meeting known as the Annual Meeting will be held.
 The Annual Meeting will address among other things:
 - a. the management report, if applicable;
 - b. the report of the committee referred to in Article 20 above, if applicable;

- c. the Annual Accounts;
 - d. the granting of discharge to the Management Board and Supervisory Board;
 - e. the appointment of an auditor or committee as referred to in Article 20 above, unless an auditor has already been appointed for an audit of the Annual Accounts of the relevant year as referred to in Article 20 above;
 - f. any open positions;
 - g. the proposals of the Management Board or the Members, as included in the invitation to the meeting.
7. Other General Meetings may be held whenever one or more Management Board members or Supervisory Board members deems or deem this desirable or whenever the Management Board or Supervisory Board is obligated to do so according to law or these Articles of Association.
 8. General Meetings are presided over by the chairperson of the Supervisory Board or, in his/her absence, another member of the Supervisory Board. If no Supervisory Board has been appointed in accordance with Article 16 above, the General Meetings will be presided over by the chairperson of the Management Board or, in his/her absence, another member of the Management Board.

Article 24.

Decision-Making of General Meeting.

1. At the General Meeting, each representative present or represented will cast one (1) vote.
2. All decisions will be made with an absolute majority of the valid votes cast during a meeting in which all the representatives are present or represented, unless these Articles of Association do not require an absolute majority.
3. If in a first vote on a proposal regarding individuals no absolute majority is obtained, a new vote will be held. If this new vote also does not obtain an absolute majority, a re-vote will be held between the two individuals (2) representing the most votes. If, due to an equal number of votes, more than two (2) individuals are eligible for a re-vote, an intermediary vote will decide which two (2) individuals will participate in the re-vote or which individual will join the individual with the most votes in the re-vote. If an intermediary vote as referred to in the previous sentence or a final vote ends in a tie, fate will decide.
4. If in a first vote on a proposal not regarding individuals no absolute majority is obtained, the proposal will be deemed to have been rejected.
5. Votes on proposals not regarding individuals are cast orally, votes on proposals regarding individuals are cast In Writing using pre-numbered slips of paper. Voting by acclamation is possible if all representatives present at the meeting consent to this.
6. Blank votes and invalid votes will be deemed not to have been cast.
7. If the Management Board or the Supervisory Board has added the option thereto In Writing, votes may be cast through an electronic means of communication to a specifically designated e-mail address before the General Meeting, but not prior to the thirtieth day before said meeting.
These votes will be deemed to be equal to those cast in the General Meeting.
Any such vote is irrevocable and also binds the individual who is granted the relevant membership between casting the vote and the General Meeting.
8. The following decisions may only be made unanimously, with all votes being valid and cast at a General Meeting in which all the representatives are present or represented, and after prior Written consent from the Supervisory Board:
 - a. Amendments to the manner in which and conditions under which Members have or may have access to the knowledge and intellectual property rights collected for the Members by the Cooperation in the IP cloud;
 - b. Amendments to the amount of, the manner in which and the conditions under which funds are used for Photonics research.

Article 25.

Extraordinary General Meetings.

At the Written request of at least the number of representatives authorised to cast one-tenth

of the votes in the General Meeting, the Management Board is obligated to organise a General Meeting within four (4) weeks of receipt of this request. If after fourteen (14) days of this request, it has not been followed up with a General Meeting being organised within the term of four (4) weeks referred to above, the requesting representatives may organise a General Meeting in the manner in which the Management Board organises General Meetings. In this event, the meeting will supply its own chairperson, vice-chairperson and secretary.

Article 26.

Minutes.

The minutes of the General Meetings will be kept by the secretary or another individual appointed thereto by the Management Board. All decisions must be included in the minutes fully and literally. At the following meeting, the minutes will be presented and confirmed, whether amended or not, and signed immediately afterwards by the chairperson and the secretary.

Article 27.

Meetings of Membership Categories A, B and C.

1. Meetings of membership categories A, B, and C will be held whenever at least one-tenth of the relevant Members per category deem this desirable, with a minimum of one meeting per year to be held at least one (1) month prior to the General Meeting.
2. The stipulations of Articles 23 through 26 above are also applicable to the meetings of membership categories A, B and C – insofar as possible.

Article 28.

Rules of Procedure.

1. The General Meeting will compose the Rules of Procedure.
2. The Rules of Procedure may not be in violation of the law, including non-mandatory law, nor of these Articles of Association.

Article 29.

Amendments to Articles of Association.

1. These Articles of Association of the Cooperation may only be amended through a decision thereto by the General Meeting, for which meeting the invitation must have included the notice to propose any amendment thereto.
2. Those individuals who organised the General Meeting for the purpose of proposing any amendment to these Articles of Association must provide a copy of said proposal, in which copy the full text of the proposal is included, to the Members at an appropriate location at least five (5) days before the meeting until after the day of the meeting.
3. Any decision to amend these Articles of Association requires a two-third majority of the votes cast, with the votes being cast at a meeting in which all representatives are present or represented.
4. Any amendment to these Articles of Association will only come into effect after a notarial deed thereof.

Any Management Board member is authorised to execute this notarial deed.

Article 30.

Merger.

Any decision to merge may only be taken by the General Meeting in accordance with Article 29 above.

Article 31.

Dissolvement.

1. The Cooperation may be dissolved through a decision thereto by the General Meeting. Sections 1 and 3 of Article 29 above will apply similarly.
2. After the dissolvement, liquidation will be performed by the Management Board members under supervision of the Supervisory Board.
The General Meeting may decide to appoint other individuals as liquidators.
3. In the event of a surplus balance after liquidation, the Members will firstly receive any Member capital they deposited into the Cooperation's bank account that has not yet been compensated.
The remaining balance will be transferred to those individuals who were Members when the decision to dissolve was made.

However, the decision to dissolve may also contain a different allocation of the surplus balance.

4. Furthermore, liquidation is subject to the stipulations of Book 2, Title 1 of the Dutch Civil Code.

Article 32.

Transitional Provision.

The first fiscal year of the Cooperation will end on the thirty-first day of December two thousand seventeen.

This provision will be voided after the first fiscal year.

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