

Agreed form

Relationship Agreement

between

Cabka N.V.

and

DSC Executive Directors Holding B.V.

and

RAM.ON finance GmbH

1 March 2022

TABLE OF CONTENTS

1	Definitions and interpretation	4
2	Conditionality	4
3	Relationship post-Completion	4
4	Composition of the Management Board	5
5	Composition of the Supervisory Board	5
6	Articles of Association	8
7	Conversion of Special Shares	8
8	Lock-up Undertaking	9
9	Dividend Policy	10
10	Post-Completion involvement and support	10
11	Marketed offerings	11
12	Information Sharing	11
13	Evaluation	13
14	Term and termination	13
15	Notices and Delivery	13
16	Miscellaneous	14
17	Governing Law and Jurisdiction	15
Schedule 1	Definitions	17

Schedule:

Schedule 1: Definitions

Relationship Agreement

The undersigned:

- 1 **Cabka N.V.**, a public company (*naamloze vennootschap*) incorporated under the laws of The Netherlands with registered office in Amsterdam and registered with the Dutch commercial trade register under 80504493 ("")
- 2 , a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands with registered office in Amsterdam and registered with the Dutch commercial trade register under 80493688 ("**DSC ED**")
- 3 **RAM.ON finance GmbH**, a private limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany with registered office in Berlin and registered with the commercial register of the local court of Berlin (Charlottenburg) under HRB 146641, ("**Ramon Finance**")

each a "**Party**" and together the "**Parties**", and the Parties 2 and 3 each a "**Shareholder**" and jointly the "**Shareholders**",

Whereas:

- A Originally, the Company was formed as a special purpose acquisition vehicle for the purpose of completing an acquisition of a stake in a business by means of a (legal) merger, share exchange, share purchase, contribution in kind or asset acquisition.
- B The ordinary shares in the capital of the Company (the "**Ordinary Shares**") and warrants (the "**Warrants**") are admitted to listing and trading on Euronext Amsterdam, a regulated market operated by Euronext Amsterdam N.V. In addition, the Company issued special shares (the "**Special Shares**"), which can be converted into Ordinary Shares upon satisfaction of certain milestones.
- C On or around the date of this Agreement a business combination will be completed between the Company and CABKA Group GmbH (the "**Business Combination**"). Ramon Finance is the family office of Mr Ramon (the "**Founder**"), the founder of CABKA Group GmbH.
- D As of completion of the Business Combination:
 - (i) Ramon Finance will hold 45,83% of the Ordinary Shares. In addition, it shall be allotted up to 1,800,000 Ordinary Shares at no consideration if following Completion the Ordinary Shares trade at or above certain price levels for at least fifteen trading days within a consecutive period of thirty trading days (the "**Performance Shares**"), all as further detailed in the Transaction Agreement; and
 - (ii) DSC ED is holder of all Special Shares in the Company. Entities affiliated with Mr Niek Hoek, Mr Stephan Nanninga, Mr Gerbrand ter Brugge (together the "**Sponsors**"), hold all shares in DSC ED and therefore indirectly all Special Shares in the Company;

- E The Company and the Shareholders wish to make written arrangements with respect to the relationship between them, to ensure that, *inter alia*, (i) the Company will comply with all applicable rules and regulations, (ii) the Company will be capable of carrying out its business independent of the Shareholders and (iii) agreements entered into between the Company on the one hand and a Shareholder and their Affiliates on the other hand are on an at arm's length basis. The Shareholders acknowledge that nothing herein is intended to regulate the Company and/or the Management Board to take (or not take) any action which is inconsistent with any laws, regulations or similar duties applicable to them.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 Capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto in Schedule 1.
- 1.2 In this Agreement, unless the context indicates otherwise, a reference to a Clause or an Schedule is a reference to a clause or schedule of this Agreement. The schedule forms part of this Agreement.
- 1.3 The headings in this Agreement do not affect its interpretation.
- 1.4 For the purposes of this Agreement, a company is a subsidiary of another company, its holding company, if that other company:
- (i) holds a majority of the voting rights in it; or
 - (ii) has the right, either alone or pursuant to an agreement with other shareholders or members, to appoint or remove a majority of its management board or its supervisory board (if any); or
 - (iii) is a shareholder or member of it and controls alone or together with other persons, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it,

or if the first-mentioned company above is a subsidiary of a company which is itself a subsidiary of that other company.

2 Conditionality

Other than Clauses 1, 2, 8.3 through 17 (inclusive), which shall become effective on the date hereof, this Agreement shall become effective as of the Completion Date and shall thereafter continue until terminated generally or in relation to a particular Party or the Parties (as the case may be) pursuant to Clause 13.

3 Relationship post-Completion

- 3.1 The Shareholders shall, and shall procure that each of its respective Affiliates shall:

- (i) ensure that agreements or arrangements between it or any of its Affiliates and the Company or any of the Company's subsidiaries are entered into are on arm's length terms; and
- (ii) not exercise any of its voting or other shareholder rights and powers to procure any amendment to the Articles of Association or Supervisory Board By-Laws (in particular the reserved matters listed in Annex 4 of the Supervisory Board By-Laws) that would be inconsistent with any of the provisions of this Agreement.

3.2 In the event that one or more provisions of this Agreement violate mandatory laws and regulations applicable to one of the Parties, compliance with such mandatory laws and regulations by such Party shall prevail and shall not constitute a breach of this Clause 3.

4 Composition of the Management Board

4.1 The number of Management Board members is determined by the Supervisory Board after consultation with the Management Board. As from the Completion Date, the Management Board shall consist of two members, as set out in the table below. The Management Board members are appointed, suspended and dismissed by the general meeting, upon binding nomination or proposal (as the case may be, at the discretion of the Supervisory Board) of the Supervisory Board.

Name	Function	Term
Tim Litjens (chairperson)	Chief Executive Officer (CEO)	4 years
Necip Küpcü	Chief Financial Officer (CFO)	4 years

5 Composition of the Supervisory Board

The Supervisory Board will be appointed, suspended and dismissed by the general meeting upon binding nomination or proposal (as the case may be, at the discretion of the Supervisory Board) of the Supervisory Board.

As from the Completion Date, the Supervisory Board shall consist of six members. The chairperson of the Supervisory Board will have a casting vote in the event of a tie.

The table below sets out the names of the members of the Supervisory Board as from the Completion Date, whether those members are independent or dependent pursuant to the Dutch Corporate Governance Code, upon which Party's designation they have been nominated for appointment for purposes of this Clause 4, the position they hold on the Supervisory Board and their respective terms. The Supervisory Board must comply with the mandatory diversity quota as provided under Dutch law as entered into force as of 1 January 2022.

Name	In(dependent)	Designated by	Committee	Term
Manuel Beja (chairperson, as of the first AGM)	Independent	Ramon Finance	AC	4 years
Gat Ramon (Founder, vice chairperson)	Dependent	Ramon Finance	AC	4 years
Tova Posner Henkin	Independent	Ramon Finance	AC	4 years
Niek Hoek (Sponsor, vice chairperson)	Dependent	DSC ED	AC	4 years
Stephan Nanninga (Sponsor)	Dependent	DSC ED	-	4 years
Jeanine Holscher	Independent	DSC ED	AC	4 years

5.1 Designation right

5.1.1 As from the Completion Date, and subject to Clauses 5.1.2 through 5.1.5:

- (i) Ramon Finance shall have the right (but shall not be required) to designate three Supervisory Directors for binding nomination by the Supervisory Board to the General Meeting as Supervisory Director or as replacement for such member (each a "**Ramon Finance Representative**"), including the chairperson of the Supervisory Board who shall be designated by Ramon Finance in consultation with DSC ED and who must qualify as "independent" within the meaning of the Dutch Corporate Governance Code. One third of the Ramon Finance Representatives will not need to be "independent" within the meaning of the Dutch Corporate Governance Code and, subject to the Articles of Association, may be re-appointed upon expiry of their term. At least one Ramon Finance Representative shall be female.
- (ii) DSC ED shall have the right (but shall not be required) to designate three Supervisory Directors for binding nomination by the Supervisory Board to the General Meeting as Supervisory Directors or as replacement for such member (each a "**DSC ED Representative**"). Two third of the DSC ED Representatives will not need to be "independent" within the meaning of the Dutch Corporate Governance Code and, subject to the Articles of Association, may be re-appointed upon expiry of their term. At least one DSC ED Representative shall be female.

5.1.2 If a Supervisory Director appointed upon designation by a Shareholder must be replaced, the Company shall convene a General Meeting for the appointment of a replacement, as soon as practicable the relevant Shareholder has designated a qualifying individual in writing to the Supervisory Board. The Supervisory Board must bindingly nominate such qualifying individual for appointment by the General Meeting and shall determine that the relevant designated individual will immediately temporarily occupy the vacant seat pursuant to the Articles of Association until the appointment by the General Meeting.

5.1.3 The designation rights of a Shareholder (as described above) will expire:

- (i) with respect to Ramon Finance, at the earlier of:
 - (a) its shareholding falling below 26.0% of the issued and outstanding Ordinary Shares in the capital of the Company; or
 - (b) the day falling five (5) years after Completion.
- (ii) with respect to DSC ED: the day falling five (5) years after Completion.
- (iii) with respect to both Shareholders: if it is no longer a Shareholder of the Company.

The relevant Shareholder shall inform both the Management Board and Supervisory Board in writing within five Business Days after the occurrence of an event described above.

5.1.4 The Shareholders shall procure that the Supervisory Directors appointed pursuant to its expired designation right offers his or her resignation effective upon the earlier of:

- (i) the expiry of the appointment term;
- (ii) the date as determined by the Supervisory Board; or
- (iii) the date determined by the relevant Shareholder.

5.1.5 The Supervisory Board will then resolve either to nominate an individual to fill the vacancy, or not to fill the vacancy but to decrease the total number of Supervisory Directors, unless this violates mandatory law and/or the Articles of Association. After nomination by the Supervisory Board, the General Meeting shall appoint the Supervisory Director.

5.1.6 Any designation right that expires shall not revive, regardless of any subsequent increase of a Shareholder's Shareholding.

5.1.7 If this Clause 5.1 were to be amended in accordance with Clause 15.7 on a date five (5) years after Completion, the share ownership base at that time shall be one of the factors considered at such time.

5.2 Reserved matters

The Shareholders acknowledge:

- (i) that the Management Board resolutions listed in Annex 4 of the Supervisory Board By-Laws are subject to the approval of the Supervisory Board; and
- (ii) that a qualified majority of two-thirds of the votes cast shall apply to the proposed resolutions of the Supervisory Board included in clause 17.4 and Annex 4 under (i) and (j) of the Supervisory Board By-Laws.

5.3 Acknowledgement

5.3.1 Each member of the Management Board and Supervisory Board:

- (i) has acknowledged that he or she is bound by this Agreement,
- (ii) shall fulfil his or her duties and exercise his or her rights in accordance with the provisions of this Agreement (such as the obligation to nominate the Ramon Finance Representative or DSC Representatives in accordance with this Clause 4);
and
- (iii) shall act in a manner consistent with, and as required to give effect to, the provisions of this Agreement.

5.4 The Shareholders shall procure that the members of the Supervisory Board appointed pursuant to their respective designation rights shall sign this Agreement for acknowledgement, in each case no later than the Completion Date or, if later, the date of its appointment.

5.5 Nothing herein shall require the Company or the Management Board to take any action (and not take any action) which is inconsistent with any laws, regulations or other similar duties applicable to them.

6 Articles of Association

An amendment of the Articles of Association can be made in accordance with the relevant laws and as described in the Articles of Association. No amendment of the Articles of Association shall be proposed by a Party that would contravene, or be contrary to, any provision of this Agreement.

7 Conversion of Special Shares

7.1 The outstanding Special Shares, indirectly held by the Sponsors at the date of this Agreement, are converted into Ordinary Shares in accordance with a pre-determined conversion rate and schedule as follows:

- (i) 97,778 Special Shares held by DSC ED on the Special Shares Reference Date are automatically and mandatorily converted into Ordinary Shares after the trading day on which the closing price of the Ordinary Shares for any 15 trading days out of a 30 consecutive trading day period (whereby such 15 trading days do not have to be consecutive) equals or exceeds € 11, whereby each Special Share shall be converted into seven Ordinary Shares, provided that such conversion shall be effective as of the Business Combination Completion Date.
- (ii) Further, the remaining 97,777 of the Special Shares held by DSC ED on the Special Shares Reference Date are automatically and mandatorily converted into Ordinary Shares after the trading day on which the closing price of the Ordinary Shares for any 15 trading days out of a 30 consecutive trading day period (whereby such 15 trading days do not have to be consecutive) equals or exceeds € 12, whereby each Special Share shall be converted into seven Ordinary Shares, provided that such

conversion shall be subject to completion of the Business Combination and effective as of the Business Combination Completion Date.

- (iii) Finally, each remaining Special Share, if any, will be automatically and mandatorily converted into one Ordinary Share upon the fifth (5th) anniversary of the Business Combination Completion Date.
- (iv) The Company shall take all actions required to implement the conversions set out in this Clause 7.1 without undue delay.

8 Lock-up Undertaking

8.1 Special Shares

The right of DSC ED, indirectly the right of the Sponsors, to transfer the Special Shares is contractually restricted. Such restrictions can only be lifted in exceptional circumstances (e.g. severe sickness or death).

8.2 Ordinary Shares

8.2.1 Under the Transaction Agreement, the Shareholders and their Affiliates (including the relevant entities affiliated to the Sponsors and/or Founder), will be bound by a lock-up undertaking with regard to the Ordinary Shares of the Company. For the period of twelve months following the Completion Date (the "Lock-up Period"), each of the Shareholders, the Sponsors, the Founder and the Executive Director, is not authorised to:

- (i) directly or indirectly, offer, pledge, sell, contract to sell, sell or grant any option, right, warrant or contract to purchase, exercise any option to sell, purchase any option or contract to sell, or lend or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or other securities of the Company or any securities convertible into or exercisable or exchangeable for, or substantially similar to, Ordinary Shares or other securities of the Company;
- (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of any Ordinary Shares or other securities of the Company or otherwise has the same economic effect as (i), whether in the case of (i) and (ii) any such transaction is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise;
- (iii) other than (a) the exercise or conversion of Warrants or Special Shares, or (b) the exercise of statutory pre-emptive rights, or equivalent pre-emptive rights, directly or indirectly, purchase, contract to purchase, purchase any option, or otherwise acquire any Ordinary Shares or other securities of the Company or any securities convertible into or exercisable or exchangeable for, or substantially similar to, Ordinary Shares or other securities of the Company;
- (iv) publicly announce such an intention to effect any such transaction; and
- (v) submit to its shareholders or the general meeting or any other body of the Company a proposal to effect any of the foregoing.

8.2.2 For the purpose of the lock-up, the "date of conversion" is the date on which DSC ED receives Ordinary Shares as a result of conversion.

8.2.3 With respect to the Performance Shares, the Lock-up Period shall commence on the date on which Ramon Finance receives the Performance Shares.

8.2.4 Where the conversion of the Special Shares constitutes a taxable event to DSC ED and/or its direct or indirect shareholders, for purposes of corporate income tax, withholding tax and personal income tax to the Sponsors and their affiliates, if any, in relation to which the tax due is to be assessed prior to the end of the lock-up period, a fraction of the Ordinary Shares held by DSC ED - following completion of a Business Combination - may be disposed of on the market but only insofar necessary to cover for such applicable taxes directly related to the conversion of the Special Shares.

8.3 Anti-dilution

In view of the dilutive effects of the Warrants and the Special Shares, Ramon Finance has the right to participate in any private placement launched by the Company during the Lock-up Period, provided that Ramon Finance shall not be permitted to acquire a shareholding exceeding 48.1% of the Ordinary Shares as a result of such participation.

8.4 No restrictions after Lock-up Period

Following expiry of the Lock-up Period, no contractual restrictions apply to the Ordinary Shares of Ramon Finance and Ramon Finance shall have full flexibility to acquire additional Ordinary Shares. In respect of the latter, the Parties acknowledge that the mandatory offer rules do not apply.

9 Dividend Policy

With reference to article 33 of the Articles of Association, the Shareholders can elect to receive either a capital repayment or a dividend payment. The Company and DSC ED shall take all reasonable actions required in order to ensure that, if and to the extent any form of profit distribution is envisaged in any given year, such election is facilitated.

10 Post-Completion involvement and support

10.1 General

10.1.1 For a period of at least twelve months following Completion, and to the extent applicable in addition to their position in the Supervisory Board, the Sponsors, the Founder and Mrs Heike Ramon (as Communication Officer) will support the Company in considering, evaluating and implementing matters related to the Company's overall long-term strategy, internal operations and integrations, M&A, and entry into new businesses and markets.

10.1.2 The Sponsors will receive no additional compensation for their advice and/or involvement.

10.2 Consultancy Agreement Ramon Finance

Ramon Finance shall enter into a consultancy agreement with the Company with a contract term of four (4) years, effective as per Completion (the "**Consultancy Agreement**"). After expiry of the initial term, renewal of the Consultancy Agreement requires prior approval of the Supervisory Board, whereby (i) a normal majority applies, and (ii) the Founder shall not take part in the deliberations and/or decision making. Ramon Finance will receive an annual compensation of € 500,000 (payable in equal monthly instalments, plus VAT if applicable) in total under the Consultancy Agreement.

11 Marketed offerings

11.1 The Shareholders may require the Company to provide reasonable assistance with a marketed offering. In case a Shareholder requests the Company to assist on a marketed offering of (part of) its Shares, the Parties shall cooperate in executing the marketed offering to the highest possible standard. The Shareholders and the Company agree that a marketed offering may require the Company's assistance with documentation, due diligence, comfort letters, listing requirements, road shows and marketing and any other reasonable requests in relation to such an offering and the Company agrees to give such assistance.

11.2 The Shareholder shall consult with the Company prior to the appointment of any advisers in relation to any marketed offering and the Company may propose one (1) bookrunner that shall be appointed by the Shareholder, to assist alongside the participating Shareholder's bookrunner or bookrunners, amongst others for visibility in the book-building process.

11.3 Upon a Shareholder's intention to execute a marketed offering, it shall notify the Company in writing. The Company may issue new Shares in a marketed offering.

11.4 The Company shall only be required to provide assistance with one marketed offering per Shareholder in any twelve month period.

12 Information Sharing

12.1 General

It is understood that each of the Sponsors and the Founder are (indirect) Shareholders of the Company and, with the exception of Mr Ter Brugge, members of the Supervisory Board and that each of them, in that capacity, has access to information about the Company. In accordance with applicable mandatory laws and regulations, the Company, the Sponsors and the Founder shall only provide financial and other information on a "need to know" basis to the relevant Shareholder to the extent reasonably requested in writing to enable it to satisfy ongoing financial reporting, audit and/or legal and regulatory requirements to the relevant Shareholder. Any information received by a Shareholder may be used by that Shareholder only to satisfy said requirements and not for any other purpose.

12.2 Confidential Information

- 12.2.1 Subject to Clause 12.2.2, the Shareholders shall keep confidential all non-public information provided to it by the Company or otherwise obtained by it under or in connection with this Agreement regarding the business and financial affairs of the Company or any of its Affiliates ("**Confidential Information**").
- 12.2.2 Each Party shall be entitled to disclose Confidential Information:
- (i) to any of its officers, employees, auditors, bankers or professional advisers, whose position makes it necessary or desirable to know that information in order to assist that Party, as applicable; provided that the recipient thereof agrees to be bound by the same duty of confidentiality as applies to the disclosing Party and that such Party shall be responsible for any breach of confidentiality by such recipient;
 - (ii) in respect of the Shareholders to any of such Shareholder's direct or indirect shareholders and their respective officers, employees, auditors, bankers or professional advisers, in any event only when it is necessary or desirable that such party or person receives that information to assist the Shareholder, as the case may be, in relation to its shareholding in the Company, provided that the recipient thereof agrees to be bound by the same duty of confidentiality as applies to the disclosing Party and that the disclosing Party shall be responsible for any breach of confidentiality by such recipient;
 - (iii) if such information has ceased to be Confidential Information as a result of having become public without breach of this Agreement or any other duty of confidentiality relating to that information of which the relevant Party was aware;
 - (iv) as may be required by law, rules or regulations or by any relevant securities exchange or governmental authority, regulatory body or antitrust authority to which that Party is subject (wherever situated), including information required to be disclosed in any shareholder circular, or for tax or accounting purposes, whether or not the requirement for disclosure of such information has the force of law;
 - (v) as may be required for the purpose of any arbitral or judicial proceedings arising out of this Agreement or the related agreements; or
 - (vi) with the written consent of the other Parties.

12.3 Inside Information

- 12.3.1 The Parties hereby acknowledge that the Insider Trading Policy as maintained by the Company and published on its website does apply to the relationship between the Company and each of the Shareholders and that each of the Parties shall act in accordance with that policy.
- 12.3.2 Nothing in this Agreement will prohibit or restrict the Company from disclosing (in accordance with MAR, the FSA or such other laws or applicable rules or regulations to which the Company is or becomes subject by virtue of securities in the Company being admitted to listing or trading on any stock exchange), any Inside Information if and when such disclosure is required under or pursuant to MAR, the FSA or such other laws or applicable rules or regulations to which the Company is or becomes subject.

- 12.3.3 The Parties confirm their view that any disclosure of Inside Information by the Company to any Shareholder pursuant to Clause 10.1 qualifies as a disclosure made in the normal conduct of a profession, business or position (*normale uitoefening van werk, beroep of functie*) within the meaning of Section 10 MAR that therefore there are no legal restrictions that prevent the Company from sharing such Inside Information with a Shareholder. If such interpretation by law by the relevant courts changes, a Party may request the other Party to amend or supplement this Agreement to ensure that the information provided is in conformity with applicable laws as interpreted by the relevant courts. Notwithstanding the foregoing, nothing in this Agreement will require the Company to disclose Inside Information to any Party to the extent that such disclosure would give rise to an obligation on the Company to make a general public disclosure (via press release or otherwise).

13 Evaluation

Following the third anniversary of the Completion Date, the Parties will evaluate the provisions of this Agreement in light of all relevant circumstances at that time and amend this Agreement accordingly. If the Parties fail to reach agreement within 40 Business Days, this Agreement will terminate automatically.

14 Term and termination

14.1 Without prejudice to Clauses 2 and 13, this Agreement shall:

- (i) cease to bind a Shareholder if it no longer, directly or indirectly, alone or together with a transferee pursuant to a transfer permitted under Clause 16, holds Shares in the Company;
- (ii) terminate at the first time that any of the following conditions shall be met:
 - (a) the Company becomes subject to insolvency proceedings;
 - (b) a resolution to liquidate (*ontbinden*) the Company is adopted by the general meeting of shareholders of the Company;
 - (c) the Company ceases to exist as a legal entity as a result of a legal merger (*fusie*) or spin off (*splitsing*) (for the avoidance of doubt: excluding legal mergers under which the Company is the surviving entity); or
 - (d) a Shareholder acquires a majority of the Shares;
 - (e) termination of the listing of Shares on Euronext Amsterdam takes effect,

in each case without prejudice to rights and obligations accrued prior to such cessation or termination, and subject to Clauses 15 through 17 remaining in force.

15 Notices and Delivery

- 15.1 Any notices or other formal communication given under this Agreement must be in writing and may be delivered in person, or sent by email, registered mail (*aangetekende post met ontvangstbevestiging*), courier, writ or petition to the Party to be served.

- 15.2 Any and all notifications and requests on the basis of this Agreement that are sent by registered mail, courier, writ or petition are sent to the address of the relevant Party as follows from the trade register at the time of despatch.
- 15.3 Any notice or other communication shall be deemed to have been given at the time of delivery. In proving the giving of a notice or other communication, it shall be sufficient to prove that delivery in person was made, or that the envelope containing the communication was properly addressed and posted by recorded delivery post, or that the email was properly addressed and transmitted, as the case may be.

16 Miscellaneous

16.1 No Assignment

This Agreement is personal to the Parties and accordingly a Party may not assign or transfer any rights or obligations arising under this without the prior written consent of the other Parties, in respect of which each Party may decide in its own discretion, provided that each Party may assign or transfer any rights or obligations arising under this Agreement without the prior written consent of the other Parties to its Affiliates.

16.2 Costs and Expenses

Any costs, charges and expenses in relation to the negotiation, preparation and execution of this Agreement will be borne by DSC ED, unless explicitly agreed otherwise in this Agreement.

16.3 No Rescission

- 16.3.1 To the extent permitted by law, the Parties waive their rights, if any, to (i) in whole or in part annul, rescind, suspend or dissolve (*gehele dan wel partiële ontbinding, opschorting en/of vernietiging*) this Agreement, and (ii) invoke section 6:228 of the DCC in the sense that an error (*dwalig*) shall remain for the risk and account of the Party in error as referred to in section 6:228, subsection 2 of the DCC.

16.4 Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (i) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (ii) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

Each Party agrees that it will negotiate in good faith to replace any provision of this Agreement which may be held unenforceable with a provision which is enforceable and which is as similar as possible in substance to the unenforceable provision.

16.5 No Waiver

No delay or omission by a Party in the exercise of any power or right under this Agreement will impair such power or right or be construed as a waiver thereof or of the event giving rise to such power or right and no waiver of any past event shall be construed to be a waiver of any power or right accruing to a Party by reason of any future event.

16.6 Entire Agreement

This Agreement is intended to embody the final, complete and exclusive agreement between the Parties relating to the subject matter and supersedes any prior negotiations, agreements or understandings, whether written or oral.

16.7 Amendment

This Agreement shall not be amended or supplemented except in writing when duly signed by authorised signatories of each Party.

16.8 Counterparts

16.8.1 This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

17 Governing Law and Jurisdiction

17.1 This Agreement and any contractual or non-contractual obligations arising out of or in connection to it, is governed by and shall be construed in accordance with the laws of the Netherlands.

17.2 The Parties agree that (i) the Management Board and/or (ii) the members of the Supervisory Board that qualify as independent under the Dutch Corporate Governance Code jointly may enforce this Agreement on behalf of the Company.

17.3 Any dispute arising out of or in connection to this Agreement (including any disputes relating to any non-contractual obligations arising out of or in connection with this Agreement) must be finally settled by arbitration in accordance with the rules of The Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*). The arbitration will be composed of three arbitrators in accordance with those rules. The place of arbitration will be Amsterdam, the Netherlands and the language will be English. The arbitrators must make their decision in accordance with the rules of law.

17.4 Except as may be required by law, the existence, content or results of any arbitration hereunder may not be disclosed without the prior written consent of the Parties. The Parties shall instruct the arbitrator not to publish the decision.

- signature page follows -

This Agreement has been executed as follows:

Cabka N.V.

Name Mr. T.M.G.H. Litjens
Date

Name Mr. N. Küpcü
Date

RAM.ON Finance GmbH

Name Mr. G. Ramon
Date

DSC Executive Directors Holding B.V.

Name Mr. N.W. Hoek
Date

Name Mr. S.R. Nanninga
Date

For acknowledgement this Agreement has been signed by the Supervisory Directors on the date stated on the first page of this Agreement.

Mr. N.W. Hoek

Mr. S.R. Nanninga

Date

Date [**]

Mr. G. Ramon

Ms. J.C. Holscher

Date

Date

Ms. T. Posner Henkin

Date

Schedule 1 Definitions

Affiliate means, in relation to a person, a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

Agreement means this relationship agreement.

Articles of Association means the articles of association of the Company, as amended from time to time.

Business Combination has the meaning given to it in recital (A).

Business Day means a day on which banks are open for business in Amsterdam and London (which, for avoidance of doubt, shall not include Saturdays, Sundays and public holidays in any of these cities).

Company has the meaning given to it in the introduction.

Completion Date means the date of completion of the Business Combination.

Confidential Information has the meaning given to it in Clause 12.2.

Consultancy Agreement has the meaning given to in Clause 10.2.

Director means a member of the Board.

DSC ED has the meaning given to it in the introduction.

DSC ED Representatives has the meaning given to it in Clause 5.1.

Dutch Civil Code means the Dutch Civil Code (*Burgerlijk Wetboek*).

Dutch Corporate Governance Code means the Dutch corporate governance code as established under Section 2:391(5) of the DCC, as amended from time to time.

EURO or € means the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the functioning of the European Community, as amended from time to time.

Euronext Amsterdam means Euronext in Amsterdam, a regulated market operated by Euronext Amsterdam N.V.

Founder has the meaning given to it in recital C.

FSA means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), and any applicable rules and regulations promulgated pursuant to the Act, as amended from time to time.

General Meeting means the general meeting of shareholders (*algemene vergadering*) of the Company.

Inside Information means any inside information in relation to the Company or its securities as defined in the MAR.

Lock-up Period has the meaning given to it in Clause 8.1.

Management Board means the statutory board of the Company.

MAR means Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse.

Ordinary Share an ordinary share issued by the Company admitted to listing and trading on Euronext Amsterdam.

Party means a party to this Agreement.

Performance Shares has the meaning given to it in recital D.

Ramon Finance has the meaning given to it in the introduction.

Ramon Finance Representative has the meaning given to it in Clause 5.1.

Shareholder(s) has the meaning given to it in the introduction.

Shares means the issued shares (*geplaatst kapitaal*) in the share capital of the Company issued by the Company from time to time.

Special Shares has the meaning given to it in recital B.

Special Shares Reference Date means the date on which the BC-EGM has been convened;

Sponsors has the meaning given to it in recital D.

Supervisory Board means the supervisory board of the Company.

Supervisory Board By-Laws means the By-Laws of the Supervisory Board, as amended from time to time in accordance with the Articles of Association.

Transaction Agreement means the business combination agreement dated [**] December 2021, entered into between the Parties in connection with the sale and transfer of 100% of the shares in the capital of CABKA Group GmbH.

Warrant means a warrant issued by the Company admitted to listing and trading on Euronext Amsterdam.