

## Purchase and allotment of depository receipts

**Agreement number:** @

### Contracting parties

1. @ <name>, @ <street address>, @ <postcode> @ <residence>, hereinafter: the depository receipt holder;
2. the foundation with statutory seat in Rotterdam: Stichting Administratiekantoor Convector Natural Fusion, registered address 2e Korte Baanstraat 3 bis A, 3581BZ Utrecht, The Netherlands, registered in the company register of The Netherlands under number 2448.2164, hereinafter: the foundation;

### Agreement

#### 1. Purchase

The depository receipt holder has purchased @ depository receipts with the numbers @ to @ inclusive for the total amount of €@), hereinafter: the depository receipts, in respect of shares with corresponding numbering, hereinafter the shares, in the capital of the private limited company: Convector Natural Fusion N.V., with statutory seat in Rotterdam, registered address 2e Korte Baanstraat 3 bis A, 3581BZ Utrecht, The Netherlands, registered in the company register of The Netherlands under number 2448.2448, hereinafter: the company.

#### 2. Allotment

The foundation herewith under restriction of payment allots the depository receipts to the depository receipt holder, who accepts the depository receipts under the obligation to pay €@ to the foundation before @ <date of agreement plus one month>. The shares belong to the foundation. The purchase and grant are done in accordance with the provisions of the issue prospectus of the foundation of 21 June 2010. The depository receipt holder declares to be familiar with the contents of the prospectus, particularly with the chapter entitled "Risk factors".

#### 3. Payment, discharge

The foundation shall discharge the depository receipt holder, if the amount payable, total size €@, has been credited to the bank account of the foundation.

#### 4. Terms and conditions of the administration

The depository receipts are allotted in accordance with the provisions of the terms and conditions of the administration, recorded in a notarial act executed before K.H.J. Flink, notary public in Utrecht, on four January two thousand and ten (4 January 2010), hereinafter: the terms and conditions of the administration. The terms and conditions of the administration shall be considered to be included verbatim in this act of agreement and to be part of it. The depository receipt holder declares to be familiar with the contents of it. The depository receipt holder and his legal successors are subject to and bound by the provisions of the terms and conditions of the administration, as these are currently worded or will be worded in the future, and they will assist to observe these provisions.

#### 5. Cooperation of the company

The depository receipts have been issued with cooperation of the company, in respect of which the depository receipt holders are entitled to the legal rights of depository receipt holders.

## **6. Transfer restrictions**

Ownership of the depository receipts is freely transferable; the articles of association of the company and the terms and conditions of the administration do not include transfer restrictions. Per transfer an administrative cost of twenty Euros (€20.00) will be charged.

## **7. Dissolution waiver; applicable law**

With the exception of non-observance of the term of payment, the parties waive the right to dissolve this agreement. The laws of The Netherlands are applicable to this agreement and its implementation. All disputes will be submitted (in the first instance) to the competent judge(s) of the Rotterdam district court.

Agreed on @ <date> @ <time>.

@ <depository receipt holder>

Stichting Administratiekantoor Convectron Natural Fusion