



Follow This General Terms and Conditions – August 2020

DISCLAIMER

If you register as a member and Follow This proceeds to purchase a share in an oil and gas company, you can, within a period of 14 days (the "withdrawal period") cancel your registration. Should you decide to withdraw your membership within the cancellation period of 14 days, Follow This is to sell the share that is virtually linked to your membership. In such a case, there is a chance that the value of the share at the time of sale does not correspond to the value of the share at the start of membership. By becoming a member, you agree that the amount paid in the event of withdrawal may, in such a situation, be less than the amount paid at the time of registration.

Follow This acquires at the request of members shares in oil and gas companies and exercises voting rights on shares on behalf of Members, but Follow This does not in any way have the intention to be an investment institution, association, and/or firm. The membership in Follow This should therefore not be seen as a financial product.

For more information about Follow This and membership, we refer you to the Frequently Asked Questions, the Statutes and these General Terms and Conditions, and all other information on the website: <https://follow-this.org/en/>

UNOFFICIAL TRANSLATION OF THE GENERAL TERMS AND CONDITIONS OF THE FOLLOW THIS ASSOCIATION

1. Definitions

In these Conditions, the following terms shall have the following meanings unless the context clearly indicates otherwise:

Follow This: The Follow This Association, registered with the Netherlands Chamber of Commerce under registration number 62049933.

Members: Natural persons or juridical persons who are joining or have joined Follow This; singular 'Member'.

Membership: status of having joined Follow This.

Authorization: the authorization to Follow This on behalf of Members.



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Articles of association: the Articles of Association of Follow This.

Share: a share in an oil and gas company; where appropriate, 'share' can be read as 'shares'.

Conditions: These general conditions of Follow This concerning Membership.

2. Applicability

2.1 These Terms and Conditions apply to:

- Membership;
- all offers and/or agreements of Follow This regarding the Members; and
- the Authorization.

2.2 If, during the online registration process, a Member clicks on the "Complete Registration" button (or a similar button such as a 'Buy Share' button), the Member agrees to the content of these Terms and Conditions without amendment. With the completion of the online registration process, the Membership takes effect.

2.3 In the process of establishing Membership, Follow This shall acquire a share in an oil and gas company with the value of the one-time contribution (minus administration costs) of the Member, in the name of and on account and risk of Follow This.

2.4 After the Membership has been established, a Member has a period of 14 days to withdraw membership. For this purpose, a Member may use the withdrawal form as found on the website of Follow This.

2.5 In the event of a withdrawal by a Member within the withdrawal period, Follow This shall repay to the Member the funds already paid by him or her, subject to the provisions of the disclaimer at the beginning of these Terms and Conditions.

2.6 Follow This confirms Membership by written notification after Membership has been created online.

2.7 The issuance of an Authorization by a Member also implies the agreement of the Member with these Terms and Conditions.



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3 General and order of precedence

3.1 Through the holding by Follow This of shares in oil and gas companies and the Authorizations obtained in respect of such shares, Follow This seeks to persuade oil and gas companies to become sustainable energy companies. Follow This does not seek to achieve financial returns for its Members in relation to shares purchased by Follow This.

3.2 These Terms and Conditions concern, among other things, the further elaboration of the rights and obligations that apply between a Member and Follow This. The Articles of Association also apply between a Member and Follow This.

3.3 In the event of any conflict between the provisions of these Terms and Conditions and the Statutes, the provisions of the latter take precedence.

4 Conditions of Membership, contribution of Members, and termination of Membership

4.1. Upon becoming a Member, a one-time contribution is to be paid, and a Member is required to pay an annual membership fee. This amount of this annual membership contribution will be determined by the general meeting of Follow This.

4.2 Membership is personal and non-transferable, except in the cases stipulated in the Articles of Association. A natural and/or legal person becomes a Member at the time at which Follow This has accepted the Member.

4.3 The administrative year of Follow This runs from 1 January through 31 December of a calendar year.

4.4 The Membership of a Member is valid without time limit, until a Member terminates that Membership.

4.5 A Member can terminate the Membership at any time by e-mail or by letter. Upon terminating Membership, the Member has no further obligations to Follow This; however, the termination only goes into effect at the end of the administrative year in which the termination is requested, and that is formally the date of termination of the Membership.

4.6 Once the Membership has terminated, for whatever reason, this Member will receive a refund from Follow This ('withdrawal compensation') in the amount of the current value of the share that has been acquired for the Member.

4.7 The Member declares that he or she is aware that developments in the market may cause the withdrawal compensation to deviate from the amount paid at the beginning of Membership. The Member accepts the associated risk and waives his or her right to hold Follow This, its directors, and third parties liable in this respect.



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4.8 With due observance of the provisions of Articles 4.5 and 4.6, Follow This will endeavour to pay the Member the withdrawal compensation at the time of cancellation of the Membership by the Member.

4.9 Obligations which, by their nature, are intended to continue after the termination of Membership will continue to apply after the termination of Membership.

5 Obligations of Members

5.1 Members agree that:

- a. when registering for Membership (via Internet or otherwise), they shall always complete all fields completely and correctly.
- b. they shall communicate changes in personal data to Follow This in a timely manner.
- c. they will not provide their username/password to third parties, and that they will take all reasonable measures to prevent unauthorized use of the Membership.
- d. they are obliged to behave in accordance with the provisions of these Terms and Conditions and the Articles of Association.
- e. they shall be responsible for the consequences of any failure to comply with the obligations mentioned.
- f. they shall receive mailings and newsletters from Follow This; a Member can at any time cancel further receipt of these notices.

6 Obligations of Follow This

6.1 Follow This will use the data of and concerning the Members only to the extent necessary in connection with the Membership. Follow This will not transfer such data to third parties, other than parties who need such data in the context of Membership, all of this in compliance with the provisions of the Personal Data Protection Act (Wet Bescherming Persoonsgegevens). Follow This will adhere to the Privacy Policy that it has drawn up in this regard.

6.2 Follow This will also endeavour to the best of its ability:

- to fulfil those obligations assigned to Follow This by the Articles of Association, and
- In general, to comply with the objectives set out in the Articles of Association.



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7 Authorization

7.1 A Member may issue an Authorization to Follow This. The Authorization is granted by email or other means as determined by Follow This. With the Authorization, the Member grants the Board of Follow This, until withdrawal at a later time, the mandate and power of attorney to put an item or items on the agendas of general meetings of shareholders of oil and gas companies and to vote on his or her behalf regarding the share of this Member.

7.2 The Authorization may be withdrawn by the Member at any time. Withdrawal of the Authorization may affect the status of the Membership, and Follow This and a Member will enter into consultation about the manner of (possible) continuation of the Membership.

7.3 The Authorization ends in any case at the moment the Membership ends for whatever reason.

8 Independent parties

8.1 Follow This and its Members are mutually independent parties; there is no agency, partnership, employment relationship, or franchise relationship.

9 Liability

9.1 Except as stated otherwise in this article, any liability of Follow This is excluded for damages arising out of or related to the Membership and/or the use of the Authorization.

9.2 Follow This is only liable for direct damages caused as a result of gross negligence or intent in the performance of its obligations as set out in the Articles of Association, any agreement, or these Terms and Conditions, where the liability is capped per Member to the amount of the one-time contribution paid by a Member, and the total liability of Follow This to all Members never exceeds Eur 5,000.

9.3 Any liability of Follow This for indirect or consequential damages, such as lost sales, lost profits, lost savings, damage to reputation, or loss of goodwill is excluded.

9.4 Any liability of Follow This for acts or omissions of third parties hired or contracted by Follow This is excluded.

9.5 Any liability of Follow This for the use of or reliance on information made available on the website of Follow This is excluded.



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9.6 Should Follow This be subject to any liability in addition to the foregoing, such liability shall be limited to the amount to be paid by the insurance company of Follow This in the case in question.

9.7 A Member will indemnify Follow This and its directors against all claims and demands of third parties resulting from the acts (or omissions) of a Member and will reimburse Follow This and its directors for all damages and reasonable costs that are related to the Member's failure to comply with any obligation contained in the Articles of Association, these Terms and Conditions, and any other agreement.

10 Intellectual property rights

10.1 All copyrights and other intellectual property rights on the website, software, names, images, publications, or other copyrighted works of Follow This remain, during and after the Membership or any agreement, the property of Follow This or a third party from whom Follow This has obtained the right to use these works.

10.2 Materials made available to Members shall not be copied, imitated, displayed to third parties, or otherwise used by Members other than in connection with an agreement or these Terms and Conditions.

11 Applicable law and disputes

11.1 These Terms and Conditions are governed by Dutch law.

11.2 All disputes in connection with Membership shall be submitted to the competent court in the district of Amsterdam, the Netherlands, unless the Articles of Association and/or other internal regulations stipulate otherwise.

12 Miscellaneous

12.1 Follow This has the right to change these Terms and Conditions from time to time. Changes to the Terms and Conditions between the parties are only valid and binding if they are published in writing, including by publication on the website.

12.2 If any change to the Terms and Conditions is demonstrably to the detriment of the Members, a Member has the right to terminate the Membership within 30 days of the announcement of the change.

12.3 If and to the extent that, as a result of nullity, a change in the law, or other government regulations, an adaptation of the Terms and Conditions and/or the Articles of Association as well as the structuring of the Membership is necessary, then these Terms and Conditions, the



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structure of the Membership, and/or Articles of Association shall be adapted in an effort to match as closely as possible the current content and context of the aforementioned documents. The Member declares himself/herself in advance to be in agreement with the aforementioned amendments and shall agree to them at a members' meeting at which these adaptations are the subject of the proposal to adapt the Conditions and/or Articles of Association as well as the structuring of the Membership.

12.4 In the event of an amendment to the Articles of Association, the most recent version of the Articles of Association always applies.

12.5 The administration of Follow This serves as full evidence of the mutual rights and obligations of Follow This and a Member, subject to evidence to the contrary.

12.6 If the relationship between Follow This and a Member requires a written notification, this shall also include a notification by electronic means.

12.7 If Follow This has to return funds to a Member, regardless of the reason, no interest will be due by Follow This.

12.8 These Terms and Conditions can be consulted on the website of Follow This.

12.9 These General Terms and Conditions are valid from 1 August 2020 and replace all previous versions.